



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

May 14, 2024 at 10:00 AM

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

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

9:00 AM - COMMISSIONER'S STUDY SESSION

10:00 AM - PUBLIC MEETING

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

1. PLEDGE OF ALLEGIANCE

2. AGENDA APPROVAL

3. CONSENT AGENDA

- [a.](#) Minutes from the April 9, 2024 Meeting
- [b.](#) Minutes from the April 16, 2024 Meeting
- [c.](#) Minutes from the May 7, 2024 Meeting
- [d.](#) April 2024 Vendor Run
- [e.](#) PO 239 Crusher Parts
- [f.](#) Ben Bounds Retirement
- [g.](#) Brittney Ciarlo Resignation
- [h.](#) Melanie Bounds Retirement
- [i.](#) Rodney Smirich Transfer
- [j.](#) Timothy Pacheco Sick Time Donation

4. PUBLIC COMMENT

5. APPOINTMENTS

- [a.](#) Scenic Highway of Legends - Debra Malone
- [b.](#) County Public Trustee Quarterly Report

6. LAND USE

- [a.](#) LU 23-042 Walsenburg Faris Plat Amendment
- [b.](#) LU 22-054 Hotaling Map Amendment and Vacation

[c.](#) LU 24-008 Mace Campground

[d.](#) LU 20-027 Vacate CR 565

7. ACTION ITEMS

[a.](#) Wildfire Awareness Month Proclamation

[b.](#) Ordinance 24-01 - Amended and Restated Illegal Dumping Ordinance

[c.](#) Resolution - Adopt a Roadway Program

[d.](#) Resolution - Appointing Rhonda Newsome to SPLD Board

[e.](#) Oberlin Address Request

[f.](#) Bulk Water Application 24-002 Fountain

[g.](#) Emergency Management Professional Services Agreement

[h.](#) Huerfano River Bridge Project Overmatch Commitment

[i.](#) 4V1 Airfield Lighting Signage Rehab Work Order

[j.](#) PO 241 Gardner PID Fire Hydrant

[k.](#) Fox Theatre Walsenburg Design Scope Amendment

[l.](#) Law Enforcement Center HVAC Testing and Balancing

8. CORRESPONDENCE

[a.](#) Colorado Broadband Office Summer Roadshow Invitation

[b.](#) CTSI April 2024 CAPP Reports

[c.](#) CTSI Health Awareness - Gift of Life: Understanding Organ Donation

[d.](#) CTSI Technical Update: Accessibility Requirements for Colorado Government

[e.](#) CTSI Technical Update: Celebrating Marilyn Wagner's Retirement

[f.](#) CTSI Technical Update: Cybersecurity Controls Part 2

[g.](#) CTSI Technical Update: Safe and Fun County Fairs

[h.](#) CTSI Technical Update: Volunteer Engagement by Counties

[i.](#) CU Boulder MENV Outdoor Recreation and Main Street Development Community Action Plan

[j.](#) Don Pino Letter of Appreciation for Ross Hallihan

[k.](#) Bulk Water Monthly Report April 2024

[l.](#) GPID Billing Register April 2024

[m.](#) GPID Systems Total Report April 2024

[n.](#) Preliminary Expense Report March 2024

[o.](#) Preliminary Expense Report April 2024

[p.](#) Leave Balances as of May 4 2024

[q.](#) Jail Based Behavioral Health/Medically Assisted Treatment Self Study Report

[r.](#) Senator Rod Pelton May Newsletter

- [s.](#) Stephanie Thomsen Letter of Resignation from Tourism Board

9. STAFF REPORTS

- [a.](#) County Administrator
- b.** County Attorney

10. EXECUTIVE SESSION

- a.** For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6-402(4)(e). **Huerfano County Water Rights - Collaboration with HCWCD.**

11. ADJOURNMENT

12. UPCOMING MEETINGS

- a.** **1PM** - Meeting with Steve Pecharich, CTSI Loss Control
- b.** **2PM** - Annual Operating Plan Meeting



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING MINUTES

April 09, 2024 at 10:00 AM

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

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

10:00 AM - PUBLIC MEETING

1. PLEDGE OF ALLEGIANCE

Chairman Galusha called for the Pledge of Allegiance.

Chairman Galusha, Commissioner Sporleder were present

Commissioner Andreatta attended via zoom

2. AGENDA APPROVAL

Motion to approve the Agenda as presented

Motion made by Commissioner Sporleder. Second by Commissioner Andreatta

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder.

Motion Passes

3. CONSENT AGENDA

Motion to approve the consent agenda as presented.

Motion made by Commissioner Andreatta.

Second by Commissioner Sporleder.

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder

Motion Passes

- a. Minutes from March 26, 2024
- b. Abatement #24-11 Larosa Parcel #5533393146 in the amount of \$568.26, 2023 tax date.
- c. Abatement #24-12 Reiners Parcel #1267 in the amount of \$140.79, 2023 tax date.
- d. Green Sheets for QMAP Certified Employees Bonus and Stipend- (Passing of Prescription meds to inmates.)

4. PUBLIC COMMENT

a. Ken Clayton- got up to the podium to ask to speak further into the meeting on the action items topics.

b. Orlando Martinez- Owner of Historic hotel in Gardner Colorado and wished to get direction and assistance to repair and apply for funds to assist in this matter vs. tearing it down. Commissioner Andretta stated she would reach out to Mr. Martinez to sit down and see what could be done to get the Hotel moving in a positive direction. Mr. Martinez wanted time and advice to help restore it because of the vandalism that has happened in the past.

5. APPOINTMENT

a. Hearing on Gardner Public Improvement District - Dannah Koeniger, GMS

Dannah Koeniger -Representative for GMS showed a presentation on environmental improvement and what it entails and costs.

6. LAND USE

NONE

7. ACTION ITEMS

a. Resolution to Update Section 7 of the Land Use Code

Motion to approve Resolution #24-20 to update the Section 7 of the Land Use Code.

Motion made by Commissioner Sporleder

Second by Commissioner Andreatta

Voting Yes: Chairman Galusha, Commissioner Andreatta and Commissioner Sporleder

Motion Passes

b. Amendment to Waste Transfer Operations Agreement between the County & Mountain Disposal

Motion made to approve the first Amendment of the Waste Transfer Station Agreement to operate the trash transfer station and provide disposal services dated April 9th 2024.

Motion made by Commissioner Andreatta

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder

Motion Passes

c. Extension to Cuchara Mountain Park Operating Agreement

Motion made to approve extension of agreement for 1 month while work out the details for a longer term & remove the no work restrictions.

Motion made by Commissioner Sporleder

Second by Commissioner Andreatta

Discussion: Ken Clayton (Panadero Ski Corp), T.R. Beasley (Treasurer for Cuchara Mountain Park), Jerry Littlefield (Citizen and Neighbor to C.M. Park) Kevin Chapman(Custer County,Volunteer)& BOCC.

**Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder
Motion Passes**

d. Approval to Apply FY25 Court Security Cash Grant

Motion to approve application for the FY25 Court Security Cash Grant in the amount of \$73,355.00, to fund the following, full-time security guard, back-up security guard and uniforms for the position.

Motion made by Commissioner Sporleder

Second by Commissioner Andreatta

Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder

Motion Passes

e. Approval to Apply Accessibility Compliance Grant

Motion to approve the application for Accessibility Compliance Grant Software Grant to receive at no cost to the County through April 2025, for the purpose of complying with the new technology accessible standards created by the Colorado State Legislators.

Motion made by Commissioner Andreatta

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder

Motion Passes

f. Preliminary Match Commitment Colorado Parks and Wildlife Regional Partnerships

Motion to approve in principle to provide up to 50% of the 10% match not to exceed the amount of \$10,000 of 50% which would be \$5000.00 from American Rescue Parks & Recreation Funding, pending the successful award or the RPI grants to HPRD because the goal of this collation with the County are inline to improve public Health and quality of life. Provided that the County Administrator look in financials of the Parks and Rec. District to evaluate whether or not to provide this match themselves or fundraise for the match prior to disbursing the funds.

Motion made by Commissioner Andreatta

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder

Motion Passes

g. RFP 2024-01 Award Recommendation Floodplain Management

Motion to approve the award to Safebuilt Floodplain Management.

Motion made by Commissioner Sporleder

Second by Commissioner Andreatta

Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder

Motion Passes

h. SAFEbuilt Floodplain Management Agreement

Motion to approve the professional service agreement between Huerfano County Colorado Safebuilt Colorado LLC, for a term expiring in 12 months, with an amendment made by Commissioner Sporleder to add no more than 20 hours.

Motion made by Commissioner Andreatta

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder

Motion Passes

i. PO #237 for Gardner Community Center Vault Toilet

Motion to approve Purchase Order #237 for the Raymond Aguirre Gardner Community Center Vault Toilet work not to exceed the amount of \$9,500.00.

Motion made by Commissioner Sporleder

Second by Commissioner Andreatta

Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder

Motion Passes

j. Prisoner Transport Van Lease Agreement between Huerfano County Road & Bridge and Huerfano County Sheriff Office

Motion to approve the lease agreement in the amount of \$58,707.00

Motion made by Commissioner Sporleder

Second by Commissioner Andreatta

Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder

Motion Passes

k. Law Enforcement Center HVAC Project

Motion to approve #5 full testing and balancing full retro conditioning and replacement made by Commissioner Sporleder

Motion withdrawn by Commissioner Sporleder

Withdrawn Accepted by Commissioner Andreatta

Motion made to approve #7 rehabilitation HU-2 and HU-3 pending the DOLA Grant

Motion made by Commissioner Sporleder

Second by Commissioner Andreatta

Discussions: Chairman Galusha respectfully ask to withdraw 1st motion and make recommendation for motion #.

Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder

Motion Passes

8. CORRESPONDENCE

County Administrator, Carl Young Presented the Correspondence to the board.

a. March 2024 Casualty and Property Insurance Reports

b. CONFIDENTIAL Bulk Water Mar 2024

c. CONFIDENTIAL GPID GWSD Mar 2024

- d. GPID Mar 2024 System Totals Report
- e. Courthouse Masonry Field Report
- f. Q1 2024 Comp Time Value Report
- g. CONFIDENTIAL Leave Balances as of 03 29 2024
- h. CTSI - HC - Technical Update Cybersecurity Controls Part 1
- i. SIEA Fireworks Donation
- j. Health Department Community Health Survey

9. STAFF REPORTS

a. **County Administrator reviewed as follows with the board:**

- 1. Mr. Solano filed a petition
- 2. Spanish Peaks Inn clean-up with CDPHE how to figure out someway to approach it, should know something by following week.

b. County Attorney-NONE

10. EXECUTIVE SESSION

- a. For discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. **Emergency Management Staffing**
- b. To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. §24-6-402(4)(a). **Thorne Ranch Sale**

Chairman Galusha called for executive session

Motion made for executive session by Commissioner Sporlder

Second by Commissioner Andreatta

Discussions: Chairman Galusha stated no decision will be made during or after executive session

Voting Yes: Chairman Galusha, Commissioner Andreatta, and Commissioner Sporlder

Motion Passes

Recess regular Meeting, 5 min break before executive session

Regular Session Reconvened at 1:35PM

11. ADJOURNMENT

Chairman Galusha called to adjourn Regular BOCC meeting at 1:35PM

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

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder



BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING MINUTES

April 16, 2024 at 10:00 AM

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

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

1. PLEDGE OF ALLEGIANCE

Chairman Galusha called for the Pledge of Allegiance.

Chairman Galusha, Commissioner Sporleder, and Commissioner Andreatta were present

2. AGENDA APPROVAL

Motion to approve the agenda as presented

Motion made by Commissioner Andreatta

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder

Motion Passes

3. CONSENT AGENDA

Motion to approve the Agenda as presented

Motion made by Commissioner Sporleder

Second by Commissioner Andreatta

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder

Discussion: Commissioner Andreatta stated she received wrong agenda but it was all cleared up.

Motion Passes

- a. Laurie Terry Resignation
- b. Taylor Wheeler Resignation
- c. Mathius De La Torre New Hire
- d. Jessica Espinoza New Hire

4. ACTION ITEMS

- a. Dispatch Week 2024 Proclamation #24-01

Motion to approve Proclamation #24-01 National Public Safety Telecommunicators Week represent dispatch.

Motion made by Commissioner Andreatta
Second by Commissioner Sporleder
Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder
Motion Passes

b. Courthouse East Front Masonry Project Railing Change Order
Motion to approve Mountain Masonry Cost Proposal in the amount \$14,760.00
Motion made by Commissioner Sporleder
Second by Commissioner Andreatta
Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder
Discussion: Chairman Galusha had a question about the mounting on the building.
Motion Passes

c. San Isabel Electric Grid Resilience Letter of Support
Motion to approve and accept the San Isabel Electric letter of support that is verifying the signatures
Motion made by Commissioner Sporleder
Second by Commissioner Andreatta
Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder
Motion Passes

d. Huerfano Community Corporation CDS Letter of Support
Motion to approve and accept the Huerfano Community Corporation letter of support verifying the signatures.
Motion made by Commissioner Sporleder
Second by Commissioner Andreatta
Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder
Motion Passes

e. Sheriff's Office One Month Overtime Request
Motion to approve the over-time request not to exceed \$10,000.00
Motion made by Commissioner Andreatta
Second by Commissioner Sporleder
Voting yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder
Discussion: Commissioner Andreatta asked the other BOCC members for input before making a decision. BOCC discussed an amount.
Motion Passes

4. EXECUTIVE SESSION

NONE

5. ADJOURNMENT

Chairman Galusha called for motion to adjourn BOCC meeting at 10:11AM

Motion made by Commissioner Andreatta

Second by Commissioner Sporleder

Motion Passes

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

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder



BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING MINUTES

May 07, 2024 at 9:00 AM

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

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

1. PLEDGE OF ALLEGIANCE

Chairman Galusha called the meeting to order followed by the Pledge of Allegiance.
Chairman Galusha and Commissioner Sporleder were present virtually.
Commissioner Andreatta attended in person.
Chairman Galusha turned the meeting over to Commissioner Andreatta

2. AGENDA APPROVAL

Commissioner Andreatta entertained a motion to approve the amended agenda and removing Juan Ramos from the Consent Agenda.

Motion approved by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Commissioner Sporleder, Chairman Galusha, Commissioner Andreatta

Motion Passes

3. CONSENT AGENDA

Motion to approve the consent agenda as presented removing item C., Juan Ramos

Motion to made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Commissioner Sporleder, Chairman Galusha, Commissioner Andreatta

Motion Passes

- a. Caleb Diggs New Hire - HCSO
- b. Hannah Welsh New Hire - Clerk and Recorder
- ~~e. Juan Ramos New Hire - HCSO~~
- d. Rick Pendergrass New Hire - Road and Bridge
- e. Tre'von Perry New Hire - HCSO
- f. Art Cruz - Seasonal Labor Agreement
- g. Art Martinez - Seasonal Labor Agreement
- h. James Sharpe - Seasonal Labor Agreement

- i. Purchase Order #245 Law Enforcement Deductible
- j. Innovative Housing Opportunity Planning Grant Extension Request
- k. Rural Economic Development Initiative Grant Extension Request

4. ACTION ITEMS

a. Proclamation - Correctional Officers' Week 2024

Motion to approve Proclamation #24-02 Correction Officers' Week May 5th through May 11th 2024.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Commissioner Sporleder, Chairman Galusha, Commissioner Andreatta

Motion Passes

b. Proclamation - Peace Officers' Week 2024

Motion to approve Proclamation #24-03 Peace Officers' Week May 12th through May 18th 2024.

Motion made by Commissioner Sporleder

Second by Chairman Galusha

Voting Yes: Commissioner Sporleder, Chairman Galusha, Commissioner Andreatta

Motion Passes

5. STAFF REPORTS

a. County Attorney - Shultz Law

b. County Attorney - Garnett Powell Maximon Barlow

6. EXECUTIVE SESSION

Motion to have an Executive Session for conference with the County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). Specifically, the County Water Rights - Change of Use

Motion for executive Session Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Commissioner Sporleder, Chariman Galusha, Commissioner Andreatta

Motion Passes

- a. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **County Water Rights - Change of Use**

7. ADJOURNMENT

10:55AM- Out of Executive Session

10:56AM- Adjourn Regular BOCC Meeting

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

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder

Cash Requirement Summary (APLT30)

Huerfano County

Fund	Cash Account	Cash Balance	AP Cash Pending	GL Cash Pending	Cash Available
001 GENERAL FUND	001-00000-10200	\$974,564.10	(\$239,535.71)	(\$40,017.50)	\$695,010.89
002 ROAD & BRIDGE FUND	002-00000-10200	\$177,996.36	(\$19,603.34)	\$0.00	\$158,393.02
004 SPECIAL PROJECT FUND	004-00000-10200	(\$181,056.07)	(\$214,482.09)	(\$231,770.38)	(\$627,308.54)
062 FEDERAL FOREST PROJECT FUN	062-00000-10200	\$69,021.14	(\$0.50)	\$0.00	\$69,020.64
068 WASTE TRANSFER ENTERPRISE	068-00000-10200	\$30,156.99	(\$7,072.84)	\$0.00	\$23,084.15
069 EMERGENCY SERVICES FUND	069-00000-10200	\$1,383,602.80	(\$501.84)	\$0.00	\$1,383,100.96
070 GARDNER PUBLIC IMP DISTRICT	070-00000-10200	\$71,751.85	(\$1,140.13)	\$0.00	\$70,611.72
071 DISASTER RECOVERY FUND	071-00000-10200	\$941,374.97	(\$101.21)	\$0.00	\$941,273.76
Grand Totals:		\$3,467,412.14	(\$482,437.66)	(\$271,787.88)	\$2,713,186.60

Approved by-----

Approved on Date: _____

County Commissioner: _____

County Commissioner: _____

County Commissioner: _____

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
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Fund: 001 - GENERAL FUND

Ledger: 001-40124-51335 - FUEL REIMBURSEMENT

HUERFANO COUNTY	April2024	Fuel billing 3/15/2024 to 4/15/2024	\$101.92
			\$101.92

Ledger: 001-40124-51384 - BOARD COMPENSATION

CHERI CHAMBERLAIN	April 2024	PC Lunches	\$95.36
			\$95.36

Ledger: 001-40127-51304 - ADVERTISING AND PROMOTION

ADPRO	8235	public relations	\$450.00
			\$450.00

Ledger: 001-40127-51310 - PROFESSIONAL SERVICES

EMPLOYERS COUNCIL	501879	HR Consulting Services	\$1,293.75
MACDOUGALL & WOLDRIDGE, P.C.	162862	Water Rights	\$1,638.00
The Wellman Way, LLC	Apr2024	April 2024 pay per contract	\$8,000.00
			\$10,931.75

Ledger: 001-40127-51814 - LEASE AGREEMENT

CANON FINANCIAL SERVICES INC	32421639	COLOR COPIER	\$75.15
CANON FINANCIAL SERVICES INC	32421641	COLOR COPIER	\$227.39
COMPUTER INFORMATION CONCEP	PSI38178	Annual Peopleware Agreement	\$5,930.00
			\$6,232.54

Ledger: 001-40210-51210 - OFFICE SUPPLIES

DEEP ROCK	13783492 032024	WATER	\$131.88
MOBILE RECORD SHREDDERS	CO85520	SHRED	\$13.20
			\$145.08

Ledger: 001-40210-51322 - POSTAGE

STATE OF COLORADO	000026281	MARCH DMV MAILERS	\$385.14
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Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
			\$385.14
Ledger: 001-40250-51210 - OFFICE SUPPLIES			
SCHUSTERS' PRINTING, INC.	240908	ELECTION ENVELOPES	\$372.00
			\$372.00
Ledger: 001-40250-51788 - BALLOT PRINTING & SERVICES			
Fort Orange Press, Inc.	04162024	JUNE 2024 PRIMARY ELECTION POSTAGE- JOB 24957	\$3,840.00
Fort Orange Press, Inc.	23353011	ELECTION MATERIAL FOR GENERAL PRIMARY	\$20,964.15
			\$24,804.15
Ledger: 001-40300-51335 - FUEL REIMBURSEMENT			
DEBRA J. REYNOLDS	REYNOLDS1	MILEAGE DIST MEETING 3/20/2024	\$101.84
			\$101.84
Ledger: 001-40300-51383 - MAINTENANCE CONTRACT			
AXIS BUSINESS TECHNOLOGIES	370660	KYOCERA COPY MACHINE MAINT	\$34.30
			\$34.30
Ledger: 001-40300-51814 - LEASE AGREEMENT			
AVENU INSIGHTS & ANALYTICS	INVB-052331	MONTHLY SOFTWARE SUPPORT FORMS MAINT FEE	\$2,642.41
			\$2,642.41
Ledger: 001-40400-51335 - FUEL REIMBURSEMENT			
HUERFANO COUNTY	April2024	Fuel billing 3/15/2024 to 4/15/2024	\$37.24
			\$37.24
Ledger: 001-40400-51383 - MAINTENANCE CONTRACT			
AXIS BUSINESS TECHNOLOGIES	370660	KYOCERA COPY MACHINE MAINT	\$34.30
			\$34.30
Ledger: 001-40400-51814 - LEASE AGREEMENT			
AVENU INSIGHTS & ANALYTICS	INVB 052330	MARCH INVOICE	\$2,846.13

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
			\$2,846.13
Ledger: 001-40600-51220 - OPERATING SUPPLIES			
THE HOME DEPOT PRO	793737917	community center supplies	\$143.08
THE HOME DEPOT PRO	795207943	Hepa filters	\$161.21
WALSENBURG LUMBER COMPANY	224139	waste transfer	\$12.00
WALSENBURG LUMBER COMPANY	228674	waste transfer	\$34.47
WALSENBURG LUMBER COMPANY	245052	community center cleaning supplies	\$22.76
			\$373.52
Ledger: 001-40600-51310 - PROFESSIONAL SERVICES			
COLORADO RHINO PLUMBING	240401-01	BACKFLOW FOX	\$1,943.00
ROCKY MOUNTAIN FIRE	I240407	Fire Extinguisher Inspections and Replacements	\$1,210.00
			\$3,153.00
Ledger: 001-40600-51311 - SEWER/WATER/TRASH			
MOUNTAIN DISPOSAL, INC	#8997	Cuchara Mountain Park	\$150.00
			\$150.00
Ledger: 001-40600-51335 - FUEL REIMBURSEMENT			
HUERFANO COUNTY	April2024	Fuel billing 3/15/2024 to 4/15/2024	\$336.56
			\$336.56
Ledger: 001-40600-51370 - UTILITIES			
SAN ISABEL SERVICES	U0027726	Propane for Gardner Community center	\$516.60
			\$516.60
Ledger: 001-40600-51380 - REPAIRS/MAINTENANCE			
COLORADO RHINO PLUMBING	240409-01	EST. BACKFLOW SPANISH PEAKS AIRFIELD	\$1,375.00
WALSENBURG LUMBER COMPANY	233220	IT/GIS	\$16.09
WALSENBURG LUMBER COMPANY	233593	It/Gis Splicing Supplies	\$17.70
WALSENBURG LUMBER COMPANY	237639	community center	\$6.59

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
WALSENBURG LUMBER COMPANY	247593	judicial building fence repair	\$11.99
WALSENBURG LUMBER COMPANY	254871	Community center	\$7.47
			\$1,434.84
Ledger: 001-40600-51815 - EQUIPMENT REPAIRS			
U.S. AUTOFORCE	0003840351	TIRES	(\$27.85)
U.S. AUTOFORCE	0003840351	TIRES	\$7.08
U.S. AUTOFORCE	0003840351	TIRES	\$692.40
			\$671.63
Ledger: 001-42110-51310 - PROFESSIONAL SERVICES			
ROCKY MOUNTAIN FIRE	I240407	Fire Extinguisher Inspections and Replacements	\$197.50
SCHUSTERS' PRINTING, INC.	240885	Print Job: Envelopes, Impound, Trespass	\$596.00
			\$793.50
Ledger: 001-42110-51330 - TRAVEL & MEALS			
Cathy Pineda	CP-41724	Transport evidence to CBI/FBI	\$203.01
			\$203.01
Ledger: 001-42110-51335 - FLEET FUEL			
HUERFANO COUNTY	032024-RB	Fuel 02/15/24 - 03/14/24	\$2,009.28
LOVE'S TRAVEL STOPS & COUNTRY	6009855211	Fuel 03/05/24 - 04/04/24	\$891.13
			\$2,900.41
Ledger: 001-42110-51336 - DEPT UNIFORMS/DUTY GEAR			
MB POLICE EQUIPMENT	8719-8729	Milan - patches, chain holder	\$11.25
MB POLICE EQUIPMENT	8719-8729	Milan - patches, chain holder	\$7.99
			\$19.24
Ledger: 001-42110-51342 - CONTRACT PAY/JUDICIAL SEC			
LG MAINTENCE ENTERPRISES, LLC	INV-27	Leon Gutierrez Security 4/03, 4/08, 4/15	\$270.00
			\$270.00

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
Ledger: 001-42110-51380 - REPAIRS/MAINTENANCE			
CITY AUTO PARTS	9900-033124	Invoice 294710 only	\$93.97
DANIEL'S TOWING & AUTO REPAIR	17623	DGA604 Mount/Balance x4	\$160.00
DANIEL'S TOWING & AUTO REPAIR	17643	BSJ183 - Chk A/C, system empty	\$225.00
DANIEL'S TOWING & AUTO REPAIR	17647	BSJ184: Service A/C System	\$225.00
O'REILLY AUTOMOTIVE INC	2722135-032824	Battery, wiper blades, headlight	\$355.26
WALSENBURG LUMBER COMPANY	9-250-033124	Squad cars repair	\$6.05
			\$1,065.28
Ledger: 001-42110-51719 - OPERATING SOFTWARE			
THOMSON REUTERS-WEST Payment	849946023-2	Online/Software Subscription Charges	\$493.94
			\$493.94
Ledger: 001-42120-51220 - OPERATING SUPPLIES			
BOB BARKER COMPANY, INC.	INV2008911	Indigent Inmate Products	\$469.77
F & C SAWAYA WHOLESALE CO	104281 - 104475	Operating supplies for Jail	\$45.65
F & C SAWAYA WHOLESALE CO	104281 - 104475	Operating supplies for Jail	\$143.69
SHAMROCK FOODS COMPANY	30424838	Cleaning supplies	\$111.46
SHAMROCK FOODS COMPANY	30484678	Cleaning Supplies	\$111.02
			\$881.59
Ledger: 001-42120-51310 - PROFESSIONAL SERVICES			
ROCKY MOUNTAIN FIRE	I240407	Fire Extinguisher Inspections and Replacements	\$197.50
			\$197.50
Ledger: 001-42120-51311 - SEWER/WATER/TRASH			
DEEP ROCK	15325605 032324	Artesian water 02/29/24 - 03/21/24	\$247.82
MOUNTAIN DISPOSAL, INC	10484-033124	Trash Service + fees Jan-Mar24	\$148.84
			\$396.66
Ledger: 001-42120-51313 - MEALS			

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
FIRST CHOICE	FCM-911-33024	Inmate meals 3/02/24 - 3/27/24	\$1,568.98
SHAMROCK FOODS COMPANY	30424837	Inmate meals	\$810.67
SHAMROCK FOODS COMPANY	30424838	Inmate Meals	\$418.91
SHAMROCK FOODS COMPANY	30444805	Inmate Meals	\$778.61
SHAMROCK FOODS COMPANY	30444806	Inmate Meals	\$565.19
SHAMROCK FOODS COMPANY	30465224	Inmate Meals	\$1,076.86
SHAMROCK FOODS COMPANY	30484678	Inmate Meals	\$899.88
			\$6,119.10
Ledger: 001-42120-51380 - JAIL REPAIRS			
WALSENBURG LUMBER COMPANY	9-250-033124	Jail Maint. Suplies	\$11.24
			\$11.24
Ledger: 001-42120-51602 - COMMISSARY			
SECURUS TECHNOLOGIES	PPDINV0018760	Inmate Prepaid Phone Cards	\$1,747.20
			\$1,747.20
Ledger: 001-42120-51814 - LEASE AGREEMENT			
CANON FINANCIAL SERVICES INC	32427208	Copier contract charges	\$211.61
			\$211.61
Ledger: 001-42120-51932 - INMATE TRANSPORTS			
DAVID MCCAIN	040424-DMc	Inmate Transport Services 3/20/24 - 4/04/24	\$718.20
			\$718.20
Ledger: 001-42120-51933 - JAIL BEHAVIORAL HEALTH/MAT			
Celia Marie Salazar	CS-033024-1	JBBS/MAT Reimbursable Mileage Expenses	\$397.40
Celia Marie Salazar	CS-033024-2	JBBS Reimbursable hours 03/01 - 0329	\$1,200.00
Dee Ann Lyons	5982-NP-033124-1	JBBS/MAT Reimbursable Hours	\$2,437.50
Dee Ann Lyons	5982-NP-033124-2	JBBS/MAT NON-Reimbursable mileage 3/01 - 3/31	\$356.40
Nancy Lynn Winsor	NW-033124	JBBS/MAT: Coordinator Reimbursable hours 3/01 - 3/31	\$1,229.76

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
NaTasha Reifschneider	NTR-033124	JBBS/MAT: Counseling and Administrative Hours	\$1,253.20
STAR DRUG, INC.	SD-3-033124	JBBS reimbursable medications	\$678.60
			\$7,552.86
Ledger: 001-42120-51934 - INMATE MEDICATIONS			
STAR DRUG, INC.	SD-3-033124	Inmate medications	\$95.77
			\$95.77
Ledger: 001-42130-51315 - AUTOPSIES			
EL PASO COUNTY FINANCIAL SVCS	24010507	Autopies - Torres, Butch, Beach, Skeldum, Vigil	\$7,750.00
			\$7,750.00
Ledger: 001-42130-51330 - TRAVEL & TRANSPORTATION			
VONNIE VALDEZ	March 2024	milage	\$31.49
			\$31.49
Ledger: 001-42130-51335 - FUEL REIMBURSEMENT			
Colin Low	March 2024	Fuel Reimbursement/on call	\$22.00
			\$22.00
Ledger: 001-42130-51441 - INVESTIGATION			
Colin Low	March 2024	Fuel Reimbursement/on call	\$1,024.00
			\$1,024.00
Ledger: 001-42130-51488 - DECEASED TRANSPORT			
BOIES-ORTEGA FUNERAL HOME	BO-24-024REMCO	VIGIL/BECHAVER	\$450.00
			\$450.00
Ledger: 001-42135-51935 - MEDICAL ADVISOR			
FRIENDS OF HUERFANO SEARCH	2024-01HCSAR	Reimburse "Friends" Pymt: SAR-Medical Direction Services	\$300.00
			\$300.00
Ledger: 001-44110-51316 - HEALTH PAYMENTS			
DISTRICT HEALTH DEPT.	Apr2024	Monthly allocation Apr 2024 per budget	\$13,000.00

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
			\$13,000.00
Ledger: 001-46400-51310 - PROFESSIONAL SERVICES			
ROCKY MOUNTAIN FIRE	I240407	Fire Extinguisher Inspections and Replacements	\$16.00
			\$16.00
Ledger: 001-46400-51311 - SEWER/WATER/TRASH			
MOUNTAIN DISPOSAL, INC	#13819	airport dumpster	\$180.00
			\$180.00
Ledger: 001-47900-51210 - OFFICE SUPPLIES			
MOBILE RECORD SHREDDERS	CO85521	4 week scheduled service	\$13.20
			\$13.20
Ledger: 001-47900-51310 - PROFESSIONAL SERVICES			
SHULTZ LAW OFFICE, LLC	1040	March Files	\$3,373.50
			\$3,373.50
Ledger: 001-47900-51335 - FUEL REIMBURSEMENT			
HUERFANO COUNTY	April2024	Fuel billing 3/15/2024 to 4/15/2024	\$36.40
HUERFANO COUNTY	April2024	Fuel billing 3/15/2024 to 4/15/2024	\$10.92
			\$47.32
Ledger: 001-47900-51457 - CELLULAR PHONE SERVICE			
Kimberly Sue Trujillo	apr 2024	monthly cell phone stipend apr 2024	\$40.00
			\$40.00
Ledger: 001-47900-51814 - LEASE AGREEMENT			
COMPUTER INFORMATION CONCEP	PSI38178	Annual Peopleware Agreement	\$16,250.00
			\$16,250.00
Ledger: 001-49500-51310 - PROFESSIONAL SERVICES			
STATEWIDE INTERNET PORTAL	9488	Google Workspace Business Licenses	\$14,317.00
			\$14,317.00

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
Ledger: 001-49500-51457 - CELLULAR SERVICE			
ANTHONY LUGINBILL	Apr2024	monthly cell phone stipend Apr 2024	\$40.00
			\$40.00
Ledger: 001-50100-51220 - OPERATING SUPPLIES			
MOUNTAIN DISPOSAL, INC	18730	porty toilets for fiesta park	\$176.00
			\$176.00
Ledger: 001-50100-51380 - REPAIRS/MAINTENANCE			
WALSENBURG LUMBER COMPANY	236731	judicial building	\$14.29
WALSENBURG LUMBER COMPANY	244866	softball field	\$11.88
			\$26.17
Ledger: 001-50100-51457 - CELLULAR SERVICE			
LESTER BERRY	apr2024	monthly cell phone stipend apr2024	\$40.00
			\$40.00
Ledger: 001-50100-51889 - DEPOSIT REFUND GARDNER CC			
HUERFANO COUNTY FARM BUREAU	March Refund	Refund from Community Center Rental	\$300.00
			\$300.00
Ledger: 001-50200-51310 - PROFESSIONAL SERVICES			
LG MAINTENCE ENTERPRISES, LLC	1001	Judicial Center Maintanace	\$3,000.00
ROCKY MOUNTAIN FIRE	I240407	Fire Extinguisher Inspections and Replacements	\$529.00
			\$3,529.00
Ledger: 001-50200-51665 - COURT SECURITY GRANT			
CONVERGINT	In00180221	Judicial Center Security Grant	\$96,613.92
			\$96,613.92
Ledger: 001-50200-51820 - JUDICIAL CENTER MAINTENANCE			
JOHNSON CONTROLS FIRE	111202212300353	Applying outstanding open account credit	(\$787.79)
JOHNSON CONTROLS FIRE	51759520	Service performed on simplex 4010es fire alarm panel not covered by service agreement	\$3,256.48

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
			\$2,468.69
Subtotal for Fund 001 :			\$239,535.71

Fund: 002 - ROAD & BRIDGE FUND

Ledger: 002-43040-51501 - GRAVEL/SAND/SALT

CITY OF WALSENBURG	March 2024	Lone Tree Pit	\$300.42
			\$300.42

Ledger: 002-43040-51504 - GAS, FUEL AND OIL

ACORN PETROLEUM, INC.	001243777	oil	\$1,029.05
ACORN PETROLEUM, INC.	001243803	fuel	\$839.13
ACORN PETROLEUM, INC.	001244183	fuel	\$2,629.26
ACORN PETROLEUM, INC.	001244802	grease	\$188.65
ACORN PETROLEUM, INC.	001244889	oil	\$1,877.00
ACORN PETROLEUM, INC.	001245834	fuel	\$2,689.98
ACORN PETROLEUM, INC.	001246128	fuel	\$2,147.58
CITY AUTO PARTS	5275-294870	OIL	\$38.66
LA VETA OIL LLC	24787	FUEL	\$49.80
LA VETA OIL LLC	24800	FUEL	\$54.79
LA VETA OIL LLC	24823	FUEL	\$49.81
LA VETA OIL LLC	24910	FUEL	\$65.77
LA VETA OIL LLC	24982	FUEL	\$61.10
WALSENBURG LUMBER COMPANY	237095	FUEL	\$29.99
			\$11,750.57

Ledger: 002-43040-51505 - TIRES AND TUBES

J. M. TIRE COMPANY	1-119881	TIRE	\$1.02
J. M. TIRE COMPANY	1-GS120031	TIRES	\$164.71
			\$165.73

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
Ledger: 002-43040-51506 - PARTS			
CITY AUTO PARTS	5275-294734	FILTERS	\$48.34
CITY AUTO PARTS	5275-294794	FILTER	\$21.00
CITY AUTO PARTS	5275-294854	BATTERY	\$167.50
CITY AUTO PARTS	5275-294855	HOSE	\$56.72
CITY AUTO PARTS	5275-294903	BELT	\$83.67
CITY AUTO PARTS	5275-294925	FILTER	\$12.42
CITY AUTO PARTS	5275-295156	WIPER	\$11.09
CITY AUTO PARTS	5275-295177	PARTS	\$120.78
CITY AUTO PARTS	5275-295184	FILTER	\$3.74
CITY AUTO PARTS	5275-295186	FILTER	\$11.96
CITY AUTO PARTS	5275-295188	WIPER	\$22.18
CITY AUTO PARTS	5275-295215	FILTER	\$11.96
INTERSTATE BILLING SERVICE, IN	3036421520	pin	\$30.90
MHC KENWORTH-PUEBLO	T00325600587432	fitting	\$19.58
O'REILLY AUTOMOTIVE INC	5880-300226	FITTINGS	\$10.50
PUEBLO BRAKE & CLUTCH/TRUCK P	PP2898	AIR BAG	\$162.00
STEVE & SONS AUTO GLASS	10565	WINSHIELD	\$383.64
STEVE & SONS AUTO GLASS	10603	WINSHIELD	\$383.64
WAGNER EQUIPMENT COMPANY	P00C2639	FILTER	\$429.01
WAGNER EQUIPMENT COMPANY	P00C2668790	FILTER	\$446.84
WAGNER EQUIPMENT COMPANY	P00C2672438	FILTER	\$369.11
WAGNER EQUIPMENT COMPANY	P00C2674165	FILTER	\$262.40
WAGNER EQUIPMENT COMPANY	P03C0582523	SWITCH	\$87.52
WAGNER EQUIPMENT COMPANY	P03C0582598	SPRING	\$250.26
WAGNER EQUIPMENT COMPANY	P03C0583353	HOSE	\$64.13

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
WAGNER EQUIPMENT COMPANY	P03C0583552	BULB	\$35.88
WALSENBURG LUMBER COMPANY	224692	BUSHING	\$6.79
WALSENBURG LUMBER COMPANY	237185	CAP	\$7.19
			\$3,520.75

Ledger: 002-43080-51220 - OPERATING SUPPLIES

CITY AUTO PARTS	5275-294873	WPR FLD	\$26.94
CITY AUTO PARTS	5275-295109	PAN	\$23.90
CITY AUTO PARTS	5275-295113	CLEANER	\$43.80
CITY AUTO PARTS	5275-295202	SUPPLIES	\$23.98
CITY AUTO PARTS	5275-295218	SUPPLIES	\$21.68
CITY AUTO PARTS	5275-295224	SOLDER	\$12.99
JOHN DEERE FINANCIAL	F23881	CORD	\$46.98
JOHN DEERE FINANCIAL	F24564	BATTERY	\$1.99
JOHN DEERE FINANCIAL	F25303	WELDING ROD	\$35.97
LIGHTNING BOLT INC.	240807	DISCS	\$76.50
O'REILLY AUTOMOTIVE INC	5880-299450	SUPPLIES	\$12.98
O'REILLY AUTOMOTIVE INC	5880-301042	WRENCH	\$22.99
O'REILLY AUTOMOTIVE INC	SC04509193	FINANCE	\$3.05
PUEBLO BRAKE & CLUTCH/TRUCK P	03312024	FINANCE CHARGES	\$43.40
SPORLEDER FEEDS	3219146	PLUMBING	\$6.93
SPORLEDER FEEDS	3219595	WIRE	\$43.55
SPORLEDER FEEDS	3219601	OXYGEN	\$41.50
WALSENBURG LUMBER COMPANY	220168	SUPPLIES	\$21.98
WALSENBURG LUMBER COMPANY	223368	BATTERY	\$20.99
WALSENBURG LUMBER COMPANY	231629	FITTING	\$6.15
WALSENBURG LUMBER COMPANY	232303	BOLTS	\$15.46

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
WALSENBURG LUMBER COMPANY	235636	CHAIN	\$15.96
WALSENBURG LUMBER COMPANY	236440	CUTOFF WHEEL	\$27.45
WALSENBURG LUMBER COMPANY	236813	GRINDER WHEEL	\$20.95
WALSENBURG LUMBER COMPANY	238647	SUUPIES	\$68.69
			\$686.76
Ledger: 002-43080-51310 - PROFESSIONAL SERVICES			
ROCKY MOUNTAIN FIRE	I240407	Fire Extinguisher Inspections and Replacements	\$1,552.00
			\$1,552.00
Ledger: 002-43080-51311 - SEWER/WATER/TRASH			
MOUNTAIN DISPOSAL, INC	#15424	La Veta dumpster	\$240.00
THE TOWN OF LA VETA	03282024	water/sewer	\$176.00
			\$416.00
Ledger: 002-43080-51321 - TELEPHONE			
CENTURYLINK	300796854apr2024	300796854 laveta shop 8 apr to 7 may 2024	\$64.49
CENTURYLINK	300797851apr2024	300797851 Gardnershop 8 apr to 7 may 2024	\$62.36
			\$126.85
Ledger: 002-43080-51370 - UTILITIES			
SAN ISABEL SERVICES	U0027617	proane	\$505.26
TWIN LANDFILL CORPORATION	T16089	PORTA POTTY	\$150.00
			\$655.26
Ledger: 002-43080-51457 - CELLULAR SERVICE			
JERRY SPORCICH	apr2024	monthly cell phone stipend apr2024	\$40.00
NICK L. ARCHULETA	apr2024	monthly cell phone stipend apr 2024	\$40.00
			\$80.00
Ledger: 002-43080-51540 - DRUG TESTING			
PRO COM	107288	DOT random alcohol and drug testing	\$349.00

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
			\$349.00
Subtotal for Fund 002 :			\$19,603.34
Fund: 004 - SPECIAL PROJECT FUND			
Ledger: 004-45100-51728 - COURTHOUSE REHAB PHASE 1			
HOEHN ARCHITECTS P.C.	April 2024	PS 12-12-2023 to 03-31-2024	\$6,993.72
MOUNTAIN MASONRY LLC	9	01/01/2025 to 3/31/2024	\$69,905.27
			\$76,898.99
Ledger: 004-45100-51900 - CDOT MMOF GRANT - CUCHARA			
KLJ ENGINEERING LLC	10204787	PS 03-09-2024 for Cuchara Mnt Park	\$14,384.81
			\$14,384.81
Ledger: 004-45100-51901 - CDOT MMOF GRANT - GARDNER			
KLJ ENGINEERING LLC	10204786	PS 03-09-2024	\$4,670.40
			\$4,670.40
Ledger: 004-45100-51907 - RETAIL POP-UP EDA GRANT EXP			
HUERFANO COUNTY ECONOMIC	HCED2021-10	MARCH REIMBURSEMENT	\$16,043.30
			\$16,043.30
Ledger: 004-45100-51909 - LATCF - LOCAL ASST. & TRIBAL			
Jared Coulter	309	Grass/Manida Oat	\$4,130.70
ROCKY MOUNTAIN MICROFILM AND I	23008	Payroll Records scanned and shredded	\$4,909.72
ROCKY MOUNTAIN MICROFILM AND I	23095	Scan HR documents	\$18,013.24
			\$27,053.66
Ledger: 004-45100-51912 - EPC- EIAF GRANT			
McKinstry Essention, LLC	20070403	205435 Huerfano EPC	\$60,245.15
			\$60,245.15
Ledger: 004-45100-51916 - UNDERFUNDED COURTHOUSE-JUD DEP			
CONVERGINT	IN00171810	PO 162	\$11,462.89

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
CONVERGINT	IN00171810-PO 162	PO 162 FROM 2023	\$3,722.89
			\$15,185.78
Subtotal for Fund 004 :			\$214,482.09
Fund: 062 - FEDERAL FOREST PROJECT FUND			
Ledger: 062-48200-51805 - TITLE III (FIREWISE PROGRAM)			
WALSENBURG LUMBER COMPANY	204569-1	supplies	\$0.50
			\$0.50
Subtotal for Fund 062 :			\$0.50
Fund: 068 - WASTE TRANSFER ENTERPRISE			
Ledger: 068-40800-51335 - FUEL REIMBURSEMENT			
HUERFANO COUNTY	April2024	Fuel billing 3/15/2024 to 4/15/2024	\$1,623.24
			\$1,623.24
Ledger: 068-40800-51651 - TIPPING FEE			
OTERO COUNTY LANDFILL INC.	2024-080	compacted cu yds 104.8	\$5,449.60
			\$5,449.60
Subtotal for Fund 068 :			\$7,072.84
Fund: 069 - EMERGENCY SERVICES FUND			
Ledger: 069-42100-51335 - FUEL REIMBURSEMENT			
HUERFANO COUNTY	April2024	Fuel billing 3/15/2024 to 4/15/2024	\$302.40
			\$302.40
Ledger: 069-42100-51457 - CELLULAR SERVICE			
BRITTNEY CIARLO	Apr2024	Monthly cell phone stipend Apr 2024	\$40.00
			\$40.00
Ledger: 069-49000-51310 - PROFESSIONAL SERVICES			
CCNC INC	2024-000-223	2024 Membership	\$100.00

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
			\$100.00
Ledger: 069-49000-51335 - FUEL REIMBURSEMENT			
HUERFANO COUNTY	April2024	Fuel billing 3/15/2024 to 4/15/2024	\$34.44
			\$34.44
Ledger: 069-49000-51393 - TRAINING			
CCNC INC	3001	Radio Summit Ck Payment	\$25.00
			\$25.00
Subtotal for Fund 069 :			\$501.84
Fund: 070 - GARDNER PUBLIC IMP DISTRICT			
Ledger: 070-49100-51220 - OPERATING SUPPLIES			
Core&Main	U611595	item12956000 flashlight infared LED	\$143.15
			\$143.15
Ledger: 070-49100-51321 - TELEPHONE/BULK WATER STATION			
CENTURYLINK	441762538apr2024	441762538 GPID service date 8 apr to 7 may 2024	\$111.22
			\$111.22
Ledger: 070-49100-51380 - REPAIRS/MAINTENANCE			
WALSENBURG LUMBER COMPANY	236425	parts for well	\$9.47
			\$9.47
Ledger: 070-49100-51691 - TESTING			
SANGRE DE CRISTO LABORATORY	24561	GPID testing	\$875.00
			\$875.00
Ledger: 070-49100-51793 - UTILITY LOCATES			
UNCC	224030709	utility locates	\$1.29
			\$1.29
Subtotal for Fund 070 :			\$1,140.13

Fund: 071 - DISASTER RECOVERY FUND

Invoices Selected for Payment - By Fund

Vendor Name	Invoice	Description	Amount
Ledger: 071-50000-51861 - AMER RESCUE PLAN RELIEF FUND			
WALSENBURG LUMBER COMPANY	232441	gym project	\$27.46
WALSENBURG LUMBER COMPANY	232856	gym project	\$32.58
WALSENBURG LUMBER COMPANY	235208	gym project	\$36.59
WALSENBURG LUMBER COMPANY	235689	gym project	\$4.58
			\$101.21
Subtotal for Fund 071 :			\$101.21
Grand Total :			\$482,437.66

Fund Totals		
Fund	Fund Name	Fund Total
001	GENERAL FUND	\$239,535.71
002	ROAD & BRIDGE FUND	\$19,603.34
004	SPECIAL PROJECT FUND	\$214,482.09
062	FEDERAL FOREST PROJEC	\$0.50
068	WASTE TRANSFER ENTER	\$7,072.84
069	EMERGENCY SERVICES F	\$501.84
070	GARDNER PUBLIC IMP DI	\$1,140.13
071	DISASTER RECOVERY FU	\$101.21
Grand Total:		\$482,437.66

PURCHASE ORDER

Huerfano County

Purchase Order#: 239

Purchase OrderDate: 4/22/2024

Vendor: **PUEBLO BRAKE & CLUTCH/TRUCK PARTS INC / 1008**
515 WEST 2ND STREET
PUEBLO, CO 81003

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

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
PARTS FOR CRUSHER	1	\$4,842.30	\$4,842.30	002-43040-51506
TOTAL:			\$4,842.30	

NOTES:

CLUTCH FOR UNIT 400, PRIMARY CRUSHER ENGAGES TO DRIVE ALL HUDRUALICS PUMPS TO RUN THE CRUSHER

APPROVALS:

Approving Authority:

Budget Officer:



Pueblo Brake and Clutch

515 W 2nd St,
Pueblo, CO 81003
Phone (719) 544-7686
Fax (719) 544-1156

www.northamericantrucktrailer.com

Sold To: HUERFANO COUNTY HIGHWAY DEPT.
STE 306
401 Main Street
WALSENBURG CO 81089

Ship To: HUERFANO COUNTY HIGHWAY DEPT.
STE 306
401 Main Street
WALSENBURG CO 81089

PARTS INVOICE NUMBER
QUOTATION

Date: 04-18-24
Page: 1 of 2

Customer Acct Number	Phone Number	Salesman	Ship Via	Customer Purchase Order				
207659	719 738-2420	GLF	WILL CALL	quote				
Loc	Part #	Description	Ord	Ship	B/O	List	Unit Price	Extension

QUOTE NUMBER - 0227

EXPIRATION DATE - 07-17-2024

SP314C002	CLUTCH PACK	1	0	1	4108.00	2978.30	2978.30
A6518A	DRIVING RING	1	0	1	2043.88	1481.81	1481.81
M2327	BALL BEARING, PILOT	1	0	1	337.26	244.51	244.51
1442	NUT (JIMS # 14X166)	1	0	1	171.74	124.51	124.51
A1590	WASHER	1	0	1	18.16	13.17	13.17

RECEIVED BY: scott

*Plus Truck
Freight?*

*Clutch For Unit 400, Primary Crusher
Engages to drive all hydraulics pumps to
run the crusher.*

05:13PM PARTS NTX

002.43040.51506

Signature: _____

Print Name: _____ Date: _____

CUSTOMER	Sub Total	4842.30
	Freight	0.00
	Sales Tax	0.00
QUOTE	Please Pay	4842.30

RETURN/REFUND POLICY: ALL RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER, MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 25% RESTOCKING CHARGE. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 30 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

DISCLAIMER OF WARRANTY: ANY WARRANTIES ON THE PARTS OR PRODUCTS DESCRIBED ABOVE ARE THOSE OF THE MANUFACTURER OR SUPPLIER OF THE PARTS OR PRODUCTS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. THE LABOR ONLY LIMITED WARRANTY ON THE REVERSE SIDE OF THIS INVOICE APPLIES ONLY TO REPAIRS/SERVICES PERFORMED BY OUR DEALERSHIP. THE DEALERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR PRODUCTS. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER WARRANTIES. CUSTOMER AGREES TO PAY/REIMBURSE THE DEALERSHIP FOR ALL UNPAID AND DENIED WARRANTY CLAIMS. A FINANCE CHARGE OF ONE AND ONE HALF PERCENT (1 1/2 %) PER MONTH IS APPLIED TO ALL ACCOUNTS 30 DAYS PAST DUE. THIS EQUALS AN ANNUAL PERCENTAGE RATE OF 18%.

HUERFANO COUNTY

PAYROLL STATUS CHANGE	EFFECTIVE DATE
	4/30/2024

NAME: Ben Bounds	PAYROLL :
	5/10/2024

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Deputy	
DEPARTMENT	Sheriff	
HOURS		
ANNUAL SALARY		
SEMI-MONTHLY SALARY		
HOURLY SALARY	\$27.52	
OTHER SALARY	Non-Exempt	

REASON FOR CHANGE

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

COMMENTS, IF NECESSARY

Motion to Accept the Retirement of Ben Bounds from the Position of Part Time Deputy for the Sheriff's Department Effective April 30, 2024.

Elected Official/Department Manager	Chairman
Date	Date
Date to Finance Office: _____	

HUERFANO COUNTY

PAYROLL STATUS CHANGE	EFFECTIVE DATE
	6/1/2024

NAME: Brittney Ciarlo	PAYROLL: 6/7/2024
------------------------------	--------------------------

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Emergency Manager	
DEPARTMENT	Emergency Management	
HOURS		
ANNUAL SALARY	\$71,500.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Exempt	

REASON FOR CHANGE

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

COMMENTS, IF NECESSARY

Motion to Accept the Resignation of Brittney Ciarlo as Emergency Management Director of the Emergency Management Department Effective May 15, 2024.

Elected Official/Department Manager	Chairman
Date	Date
Date to Finance Office:	

HUERFANO COUNTY

PAYROLL STATUS CHANGE	EFFECTIVE DATE
	7/31/2024

NAME: Melanie Bounds	PAYROLL :
	8/16/2024

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Office Coordinator	
DEPARTMENT	Sheriff	
HOURS		
ANNUAL SALARY	\$40,500.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	

REASON FOR CHANGE

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

COMMENTS, IF NECESSARY

Motion to Accept the Retirement of Melanie Bounds from the Position of Office Coordinator for the Sheriff's Department Effective July 31, 2024.

Elected Official/Department Manager	Chairman
Date	Date
Date to Finance Office:	

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE	EFFECTIVE DATE
	5/6/2024
NAME: Rodney Smircich	PAYROLL: 5/24/2024

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

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

REASON FOR CHANGE

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

COMMENTS, IF NECESSARY

Motion to Approve the Transfer fo Rodney Smircich from a Waste Transfer Operator to Seasonal Weed Applicator Effective May 6, 2024.

Elected Official / Department Head Date

John Galusha, Chairman

Angela Wakeman 5/6/2024

Human Resources Officer Da

Budget Officer

Date Inputed Into System

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

At times, an employee may require extended leave due to his or her own personal needs, or to care for a family member. When an employee is on FMLA, they must use their "Sick Leave" to cover any employment days missed.

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved, the sick leave transaction process will be final and can't be changed regardless of whether the time was utilized by the receiving employee. The maximum number of days an employee is able to donate is 30 days (240 hours max).

Name of Employee to Receive Sick Leave Hours: <u>Timothy Pacheco</u> (Print Name)	Department: <u>Public works</u>
--	---

Name of Employee Donating Sick Leave Hours: <u>Randy MARTINEZ</u> (Print Name)	Department: <u>PUBLIC WORKS</u>
---	---

I hereby request 40 hours of accrued and earned sick leave to be deducted from my accrual balance. I understand that once this transfer has been processed that I cannot revoke or change this request.

Randy Martinez
Donating Employee Signature

4-16-2024
Date Signed

Chere Berra
Signature of Supervisor

4-16-2024
Date Signed

Signature of BOCC Chairman

Date Signed

Huerfano County Land Use Department

401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 506



Item 6a.

Huerfano County Board of County Commissioners Staff Report – Permit #23-042 Faris Meeting Type – Advisory Plat Amendment to swap two parcels of land

Meeting Date: May 14, 2024

Request:

With this Application, Sam Faris of Snowy River Ranches (the Applicant) requests the following:

A plat amendment to reflect the exchange of land in which the City of Walsenburg will give an 8-acre portion of a parcel to the applicant in exchange for a 1.25-acre portion of another parcel owned by Mr. Faris, which will give the city improved access to their water plant. The piece of land being given to the City will be combined with the parcel containing the water plant. Pursuant to LUR Section §2.14 this is a plat amendment, as it changes the arrangement of lot lines, and ultimately creates only one new parcel; as each parcel is adjacent to land already owned by the receiving party. Upon completion of the plat amendment, ownership will be transferred.

The piece of land being given to the City is located adjacent to the water plant in the SE ¼ of the NE ¼ of the SE ¼ of Section 23, Township 28S, Range 67W. (a portion of parcel number 20448).

The piece of land being given to Snowy River Ranches in return consists of eight acres along the river south of CR 346 (Centro Ave) in the NE ¼ of the NW ¼ of Section 18, Township 28S, Range 66W.

The 1.25-acre property adjacent the water plant is zoned Commercial; the 8-acre property along the river is zoned Agricultural. Minimum lot size in the Commercial zone is 0.5 acres; minimum lot size in the Agricultural zone is 35-acres. Zoning standards for this district are set forth in LUR Section §1.03.

The applicant has provided a contract for the exchange of land, which will be effective upon approval of this plat amendment.

Process for Plat Amendment:

- **(2.14.01):** PC meeting: recommendation → BOCC public meeting → Record amended plat with County Clerk and Recorder within 5 days at applicant's expense.

Noticing:

BOCC may require notification of review agencies or other interested parties.

Code References:

The following Code Sections are pertinent to the evaluation of this request:

§ 2.14 – Plat Amendment

Application Materials Required for a Plat Amendment:

Proof of ownership; approved and recorded final plat along with proposed amendments; narrative statement explaining why proposed changes should be approved by the Planning Commission and BOCC.

Application Materials:

- Ask the Planning Commission to wave the narrative/letter of intent.
- ALTA Commitment to issue Title Insurance to Snowy River Ranches LLC
- Quitclaim Deed showing ownership of Snowy River Ranches Property
- Bargain and Sale Deed showing City of Walsenburg ownership of their parcel
- Contract to buy and sell real estate
- Plat of re-done survey parcel is missing the signature block for the Planning Commission.

Background:

This application, along with all required attachments were received on October 27, 2023. Application Fees were assessed by the County. Staff has determined the application to be complete.

Maps:

See attached maps.

Eligibility for a Plat Amendment:

(2.14) Minor changes that do not include modifications which significantly alter the intended land uses, density, number of lots, circulation system, drainage easements, dedicated land or encompass more than 25% of land included within a recorded subdivision. Scope can include adjustment of lot lines, re-platting of lots, reconfiguration of dedicated streets and easements and reserved sites.

2.14.03 Criteria for Action on a Plat Amendment Application:

All actions by the Planning Commission in reviewing and making recommendations on an application to amend an approved and recorded plat and by the Board of County Commissioners in approving or disapproving such applications shall be based in general upon the provisions of these regulations and specifically on the following criteria:

1. That the proposed amendment meets the qualifications stated herein for a minor change to the approved and recorded plat.
2. That the proposed amendment would be consistent with all other provisions of these regulations and would not cause significant hardship or inconvenience for adjacent or neighboring land owners or tenants.
3. That the proposed amendment would be beneficial to the public health, safety or welfare of the County.

Analysis:

The Planning Commission shall decide whether the proposed changes qualify for a Plat Amendment or if the Applicant should be required to apply for a Subdivision (see eligibility above).

Referral Comments:

Letters were sent to the following referral agencies on March 1, 2024:

- San Isabel Electric
- Huerfano County Fire Protection District
- City Clerk of Walsenburg

There were no comments/conditions received from any of the above referral agencies.

Note:

Plat Amendments do not require a public hearing. Planning Commission should make a recommendation to BOCC for an upcoming BOCC public meeting. BOCC may require notification of review agencies or other interested parties.

Commission Action: On April 11, 2024 The Huerfano County Planning Commission unanimously voted to recommend approval of the Faris-Walsenburg Plat Amendment Land Swap to the Huerfano County Board of County Commissioners.

Recommendation:

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

Enclosures:

- Application Materials

Land Use Application #23-042
Plat Amendment
Attachment 1 - Application



Huerfano County Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
(719) 738-3000 ext. 108

GENERAL LAND USE APPLICATION

Application File No.: LA 23-042

1. ACTION(S) REQUESTED:

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

2. APPLICATION STATUS (for County use only):

Date Application Received: _____ Application Fees Required: _____
 Received By: _____ Date Application Fees Paid: _____

3. APPLICATION AND OWNER INFORMATION:

Name of Applicant: Snowy River Ranches, LLC Sam Faris Managing Member
 Applicant's Mailing Address: 3531 S. Logan St. Unit D #358 Englewood, CO 80113
 Applicant's Telephone and/or FAX: 303-229-7076
 Applicant's E-Mail Address: snowy-ranches@gmail.com
 Name of Land Owner: Sam Faris
 Land Owner's Mailing Address: _____
 Land Owner's Telephone and/or FAX: 303-229-7076

4. SUMMARY OF APPLICATION:

Land Area included within the scope of this Application: 1.25 Square Feet or Acres
 Parcel (Schedule) Number (Available from Assessor): 20448
 Legal description of land on which action is proposed (please attach the legal description to this Application)
 Existing Zoning District(s): _____
 Proposed New District(s): _____
 Number of Existing Lots: 1
 Number of Proposed Lots: 2
 Number of Proposed Dwelling Units: 0

Huerfano County Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
(719) 738-3000 ext. 108



GENERAL LAND USE APPLICATION

Proposed Average Lot Size: 1.25 ac.
If a Variance Request, please state the reason for the Variance(s): Neighboring owner requires access.

Is all or a portion of the subject land located in a potential flood plain area, or are there areas with slopes in excess of twenty percent (20%)? YES NO
If YES, which of these conditions exist? _____

Value of proposed new development: _____
Will the proposed project require any State or Federal permits? YES NO
If YES, please list all permits or approvals required: _____

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

Please list any additional pertinent information: Wanting to convey parcel to City of Walsenburg so they can have legal access and own improved grounds.

5. CERTIFICATION BY THE APPLICANT:

I hereby certify that this Application is made with full knowledge of the design standards, all fees, procedures, public hearing and meeting requirements contained in the Huerfano County Land Use Regulations. Furthermore, I understand that all land use permits are non-transferable, unless specifically approved by the Huerfano County Board of County Commissioners. The Board of County Commissioners may impose permit transfer fees as it deems appropriate. I also understand that issuance of a permit does not relieve me of the requirement to comply with all federal, state, and local laws as well as all relevant subdivision regulations, declarations, and covenants. All documents submitted may be subject to internet publishing.

Signature of Applicant: Sam Faris *Managing Member* Date: 8-26-2022
Printed Name: Sam Faris


6. ACTION (by the authorized permitting authority):

- Final Approval Conditional Approval Denial

Name _____ Signature _____
Title _____ Date _____

Land Use Application #23-042
Plat Amendment

Attachment 2 – Title Commitment

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**AMERICAN
 LAND TITLE
 ASSOCIATION**



COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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**AMERICAN
LAND TITLE
ASSOCIATION**



- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.


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**AMERICAN
LAND TITLE
ASSOCIATION**



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: Dotter Abstract Company
 Issuing Office's ALTA® Registry ID:
 Commitment No.: 41546
 Property Address: WALSENBURG, CO 81089
 Revision No.:

Issuing Office: 506 Main Street, Walsenburg, CO 81089
 Loan ID No.:
 Issuing Office File No.: 41546

SCHEDULE A

1. Commitment Date: October 28, 2022 at 8:00 AM
2. Policy or Policies to be issued:
 - (a) ALTA® Owner's Policy (6-17-06)
 Proposed Insured: CITY OF WALSENBURG, COLORADO
 Proposed Policy Amount: \$5,000.00
 - (b) ALTA® Loan Policy (6-17-06)
 Proposed Insured:
 Proposed Policy Amount: \$
 - (c) _____ ALTA® _____ Policy
 Proposed Insured:
 Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

Excepting from such estate or interest, any right, title or interest in and to any oil, gas, minerals and mineral rights, any oil and gas leases, together with any rights associated therewith for which no search and examination has been made of the public records.
4. The Title is, at the Commitment Date, vested in:
 SNOWY RIVER RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY
5. The Land is described as follows: SEE EXHIBIT A ATTACHED HERETO

FIRST AMERICAN TITLE INSURANCE COMPANY

Sandra J. Dotter

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	41546

Commitment No.: 41546

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
9. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
10. STATEMENT OF AUTHORITY FOR SNOWY RIVER RANCHES, LLC, A COLORADO LIMITED LIABILITY COMPANY (IN FILE)
11. WARRANTY DEED FROM SNOWY RIVER RANCHES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO CITY OF WALSENBURG, COLORADO, TO BE INSURED.

**SCHEDULE B, PART II
Exceptions**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	41546

Commitment No.: 41546

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: Exception number 5. will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. All roads, railroads, highways, alleys, rights of way, utilities and easements for ingress and egress therefore as shown on Huerfano County Road Map filed August 15, 1979.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. The Company must receive payment of the appropriate premium.**
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), 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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2022

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information with the exception that a subsidiary or affiliate has their own privacy policy, that policy governs. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **Your continued use, access, or interaction with OUR PRODUCTS or your continued communications with us after this NOTICE HAS BEEN PROVIDED TO YOU will REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Land Use Application #23-042
Plat Amendment

Attachment 3 – Proof of Ownership
Snowy River Ranch

399519

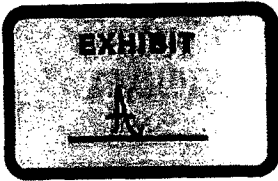
Page 1 of 3

Judy Benine, Clerk & Recorder

Huerfano County, CO

01-21-2014 11:35 AM

RP \$0.00
Recordings Fee \$21.00



After Recording Return To:
Thomas Wolf, Esq.
Ireland, Stapleton, Pryor & Pascoe, P.C.
717 17th Street, Suite 2800
Denver, CO 80202

QUIT CLAIM DEED

FLC, LTD., a Colorado limited partnership, whose street address is 1100 W. 7th Street, Walsenburg, Colorado 81089 ("**Grantor**"), for the consideration of Ten and no/100 Dollars (\$10.00) in hand paid, hereby sells and quit claims to **Snowy River Ranches, LLC, a Colorado limited liability company**, whose street address is 3370 S. Marion Street, Englewood, Colorado 80113 ("**Grantee**"), the real property located in the County of Huerfano and State of Colorado and more particularly described on Exhibit A attached hereto, with all its appurtenances.

Signed this 31st day of December, 2013.

GRANTOR:

FLC, LTD.,
a Colorado limited partnership

By: J. Ray Farris
Name: J. Ray Farris
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Huerfano)

The foregoing instrument was acknowledged before me this 7 day of Jan ~~December~~, 2014, by J. Ray Farris as President of FLC, LTD., a Colorado limited partnership.

WITNESS my hand and official seal. Sandra J. Dotter
Notary Public

My commission expires: _____

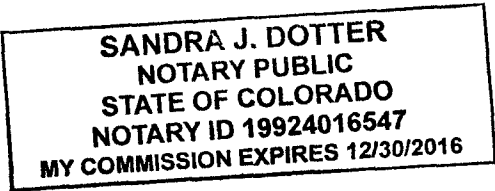


EXHIBIT A TO QUIT CLAIM DEED FROM FLC,LTD.**LEGAL DESCRIPTION**Parcel 1

Tract F; Lots 1,2,3,4,5,6,7 and 8 of Block 7; and Lot 5 of Block 6, Mutual Subdivision.

Parcel 2

Lots 1-A, 47, 48, 49, 55, 58, 61, 62, 63, 74, 97, 103, and 117, Spanish Peaks Village Subdivision Tract 1.

Parcel 3

Lots 135, 138, 178, 257, 484, 536, 563, 595, 610, 611, 618, 741, and 757, Rio Cucharas Subdivision.

Parcel 4

Lot 141, Greenhorn Village Subdivision Tract 1.

Parcel 5

Lot 10, Twin Lakes Ranches Subdivision.

Parcel 6

Lot 37 and an undivided one-half interest with Sal Sanders in Lot 36, City Ranch Subdivision Phase I.

Parcel 7

Lots 46, 47, 60, and 66 City Ranch Subdivision Phase II.

Parcel 8

Lots 67, 68, 69, 70, 73, 76, 80, 81, 86, 91, 112, 114, 117, 118, 119, and Lot B containing 271.5 acres more or less City Ranch Subdivision Phase III.

Parcel 9

Lots 234 and 235, Black Hills Subdivision Phase I.

Parcel 10

Lots 50 and 52, Colorado Land & Grazing Unit BB.

Parcel 11

TWP 25 RNG 69 SEC 33: SW ¼ NE ¼ SE ¼ NW ¼

80 acres SE ¼ NE ¼ Less 30.47 acres to Silver Fox Ranches 9.53 acres

Also a strip of land 357 ft. wide and 2,640 ft long across north side of NW ¼ SE ¼ NE ¼ SW ¼ of SEC 33: 21.64 acres less 1 acre to J WILLGING 20.64 acres.

Grand Total 110.17 acres

Parcel 12

Part of Section 5 and 6, Township 27 South, Range 66 West of the 6th P.M. described as follows: Lots 1, 2, 3, 4 and Future Development Site, Indian Pools Subdivision, containing 323.04 acres more or less.

Parcel 13

NW ¼ SW ¼ of Section 2, Township 25 South, Range 69 West of the 6th P.M. containing 40 acres more or less.

Parcel 14

NE ¼ SW ¼, Except S ½ S ½ NE ¼ SW ¼ in Section 28, Township 27 South, Range 70 West of the 6th P.M. also known as Upper Pass Creek Subdivision, containing 27.44 acres more or less.

Parcel 15

UNUSED ROW LOMA BRANCH T28 R66 SC 4: 7.29 A. SC5: SEC 23 PT SE4SE4 & NE4NW4 & SEC 26 SE4NE4 CONT 13.39A SEC 9: 13.04 AC SEC 8: 12.09 A. TOT AC 120.22 LYING NORTH OF LOT 1, SPORLEDER HEIGHTS AND BEGINNING AT THE NORTHWEST CONER OF LOT 1, SPORLEDER ROW LINE OF THE LOMA BRANCH OF D&RGW RR (ABANDONED) SAID SOUTHERLY ROW (FROM WHICH POINT THE RADIUS OF 02-24-57 WHOSE RADUIUS IS 477.46 FT AN ARC LENGTH NORTHERLY ROW LINE OF SAID LOMA BRANCH; THENCE ON POINT BEARS S03-02-48W) THROUGH A CENTRAL ANGLE OF 512.11 FT; THENCE S40-12-00W 103.55 FT TO A D&RGW RR THENCE ON THE ARC OF A CURVE TO THE LEFT S56-047-36W) THROUGH A CENTRAL ANGLE OF 50-24-28 TO THE POINT OF BEGINNING 1.09 AC T/A 119.13

Parcel 16

A parcel of land located in the N ½ of the SW ¼, and the S ½ of the NW ¼, Section 24, Township 28 South, Range 67 West, of the 6th P.M., lying South of Colorado State Highway No. 160, County of Huerfano, State of Colorado, and being more particularly described as follows:

Beginning at the West ¼ corner of said Section 24; thence N 02 degrees 06' 12" W, a distance of 699.23 feet; thence S 22 degrees 44' 07" E, a distance of 545.55 feet; thence N 84 degrees 52' 10" E, a distance of 300.00 feet; thence N 05 degrees 07' 50" W, a distance of 411.95 feet; thence N 85 degrees 53' 37" E, a distance of 97.43 feet; thence N 04 degrees 26' 23" W, a distance of 109.80 feet to the southerly right-of-way line of Colorado State Highway No. 160; thence N 84 degrees 52' 10" E, along said southerly right-of-way, a distance of 923.70 feet; thence S 05 degrees 08' 00" E, a distance of 260.00 feet; thence S 59 degrees 26' 35" W, a distance of 221.22 feet; thence S 05 degrees 07' 50" E, a distance of 135.00 feet; thence N 84 degrees 52' 14" E, a distance of 911.95 feet; thence S 02 degrees 42' 04" E, a distance of 159.34 feet; thence S 89 degrees 32' 52" E, a distance of 122.69 feet; thence S 02 degrees 50' 59" E, a distance of 393.90 feet, to the center ¼ corner of said Section 24; thence S 02 degrees 44' 28" E, along the north-south centerline of Section 24, a distance of 1266.97 feet to the South line of the N ½ of the SW ¼, said Section 24; thence N 86 degrees 22' 29" W, along said South line, a distance of 1658.34 feet to the Easterly line of Spanish Peaks Village, Tract No. 1; thence along said Spanish Peaks Village No. 1, the following two (2) courses:

- 1) N 02 degrees 45' 28" E, a distance of 1203.63 feet;
- 2) N 89 degrees 01' 36" W, a distance of 818.71 feet to the West line of said Section 24; thence N 02 degrees 17' 24" W, a distance of 90.71 feet to the Point of Beginning, containing 79.11 acres more or less

Along with any title or interest still held by Joe E. Faris, his heirs and assigns in the NE ¼, and the N ½ of the SE ¼, Section 23, Township 28 South, Range 67 West of the 6th P.M., County of Huerfano, State of Colorado.

Land Use Application #23-042
Plat Amendment

Attachment 4 – Proof of Ownership
City of Walsenburg

190325

COMPARED

WARRANTY DEED

THIS DEED, Made this 14TH DAY OF JANUARY in the year of our Lord one thousand nine hundred and fifty-three between Abelino Valdez and Ben Valdez of the County of Huerfano and State of Colorado, of the first part, and the City of Walsenburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and Other good and Valuable considerations - - - - - to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of Huerfano and State of Colorado, to-wit:

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Eighteen (18) and the North Half of the Northwest quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Nineteen (19), all in Township Twenty-Eight (28), South of Range Sixty-six (66), west of the Sixth (6th) Principal Meridian, except as follows, to-wit:

- (1) That certain tract of land described in that certain Warranty Deed from Abelino Valdez and Ben Valdez to Frank Valdez, dated September 4, 1946, and recorded on February 3, 1947, in Book 207 at page 543 of the Huerfano County Records.
- (2) Any and all valid grants of rights of way, licenses, easements, reservations, and exceptions of record.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said parties of the first part, for themselves their heirs, executors, and administrators, do covenant, grant, bargain and agrees to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect absolute and indefeasible estate of inheritance, in law, in fee simple, and have 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 and incumbrances of whatever kind or nature soever, (No exceptions) and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

DS \$3.30 CANCELLED 2-9-53 ECG

ABELINO VALDEZ (SEAL)
 ABELINO VALDEZ
BEN VALDEZ (SEAL)
 BEN VALDEZ

STATE OF COLORADO)
) SS.
COUNTY OF HUERFANO)

The foregoing instrument was acknowledged before me this 14th day of January, 1953, by Abelino Valdez

(SEAL) WITNESS my hand and official seal.
My commission expires Jan 2, 1955

STAR CATWOOD
NOTARY PUBLIC

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 21st day of January, 1953 by Ben Valdez.

WITNESS my hand and official seal

My commission expires August 28, 1955.

JESSIE E. EMY (SEAL)
NOTARY PUBLIC

FILED FOR RECORD ON THE 9TH DAY OF FEBRUARY, 1953 AT 3:30 P.M.

DAMASO VIGIL, JR., RECORDER

HELEN PANUCCI, DEPUTY

Land Use Application #23-042
Plat Amendment

**Attachment 5 – Ownership and
Encumbrance Report**

OWNERSHIP AND ENCUMBRANCE REPORT

**Dotter Abstract Company
Walsenburg, Colorado**

SUBSEQUENT TO: December 18, 2018

LEGAL DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO

RECORD OWNER:

SNOWY RIVER RANCHES LLC

ENCUMBRANCES:

NONE

ABSTRACTORS NOTE: THIS REPORT DOES NOT APPLY NOR IS ANY GUARANTEE MADE WITH RESPECT TO MINERALS, LODE AND PLACER CLAIMS, ROADS, RAILROADS, HIGHWAYS, ALLEYS, WATER RIGHTS, DITCHES, CANALS, RESERVOIRS, PIPELINES, UTILITIES, SCHOOL TRACTS , RIGHTS OF WAY AND EASEMENTS THEREFOR AND ANY INSTRUMENTS RELATING THERETO.

THIS SEARCH IS MADE FOR THE BENEFIT OF: CITY OF WALSENBURG

THE LIABILITY HEREUNDER IS SPECIFICALLY LIMITED TO THE AMOUNT OF THE CHARGE HERETOFORE:

THIS SEARCH IS NOT TO BE CONSTRUED AS AN OPINION OF TITLE AND NO ATTEMPT IS MADE TO PASS UPON THE SUFFICIENCY OF ANY INSTRUMENT SHOWN ABOVE OR AS TO MARKETABILITY OF TITLE.

THIS SEARCH COVERS THAT PERIOD OF TIME ENDING June 18, 2019 at at 7:00 A.M..

Dotter Abstract Company

BY: 

Sandra J. Dotter

CASE NO: 36718

Dotter Abstract Company
506 Main Street
Walsenburg, CO 81089
Phone: (719) 738-1730 Fax: (719) 738-1012

TITLE INSURANCE
AND
ESCROW SERVICES

Date: July 09, 2019

TO: CITY OF WALSENBURG
525 SOUTH ALBERT
WALSENBURG, CO 81089

DESCRIPTION	AMOUNT
File No.: 36718 /CITY OF WALSENBURG * * * * *	 \$200.00 <i>PAID</i>
TOTAL DUE	\$200.00

LEGAL DESCRIPTION

A parcel of land located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, all in Township 28 South, Range 67 West, of the 6th P.M. in the County of Huerfano, State of Colorado, and being more particularly described as follows:

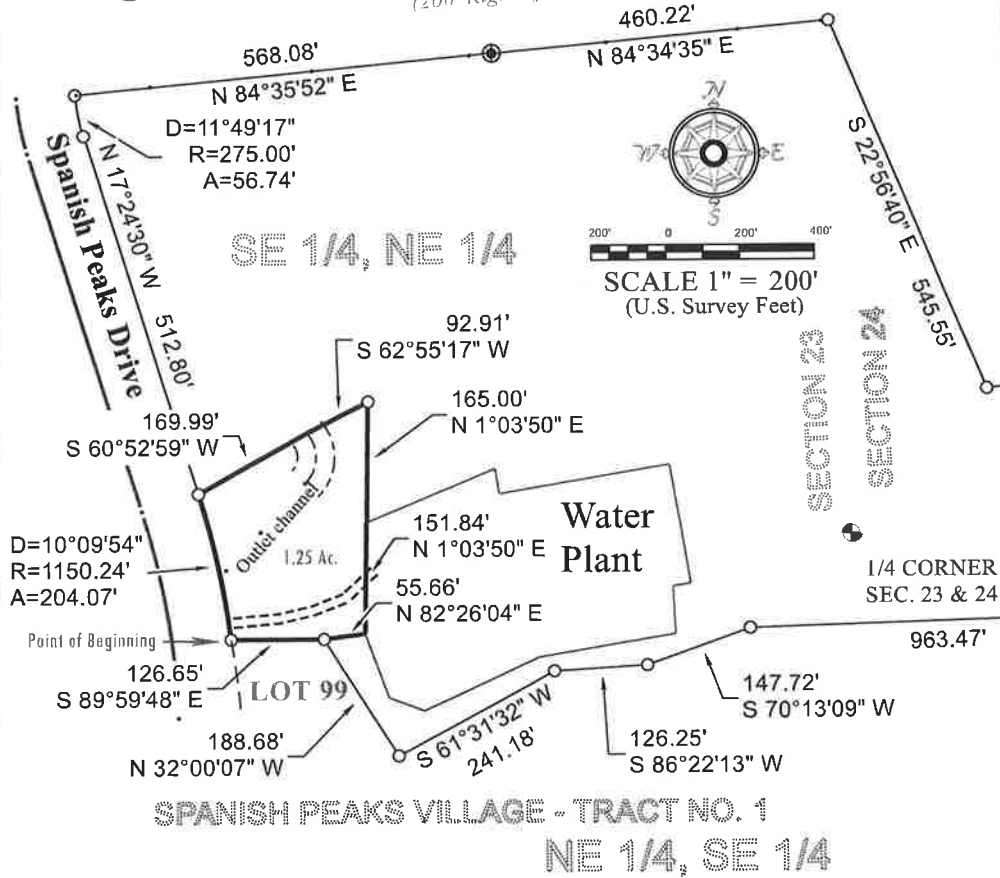
Beginning at the Northwest Corner of Lot 99, Spanish Peaks Village Tract No. 1; thence along the northern boundary line of said Lot 99, S 89° 59' 48" E, a distance of 126.65 feet thence N 82° 26' 04" e, a distance of 55.66 feet to the western boundary line of the Walsenburg Water Treatment Plant; thence N 01° 03' 50" E, along said western boundary line, a distance of 151.84 feet; thence N 01° 03' 50" E, a distance of 165.00 feet; thence S 62° 55' 17" W, a distance of 92.91 feet to the eastern right-of-way line of Spanish Peaks Drive; thence continuing along said eastern right-of-way line, on the arc of a curve to the right, thru a central angle of 10° 09' 54", with a radius of 1150.24 feet, an arc length of 204.07 feet to the point of beginning, containing 1.25 acres.

Item 6a.

Easement Plat

FOR
 SNOWY RIVER RANCHES, LLC
 LOCATED IN A PORTION OF SECTIONS 23
 TOWNSHIP 28 SOUTH, RANGE 67 WEST, OF THE 6th P.M.
 COUNTY OF HUERFANO, STATE OF COLORADO

Colorado State Highway No. 160
 (200' Right-of-Way)



EASEMENT DESCRIPTION

A parcel of land located in the SE ¼ of the NE ¼ and NE ¼ of the SE ¼ of Section 23, all in Township 28 South, Range 67 West, of the 6th P.M. in the County of Huerfano, State of Colorado, and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 99, Spanish Peaks Village Tract No. 1; thence along the northern boundary line of said Lot 99, S 89° 59' 48" E, a distance of 126.65 feet; thence N 82° 26' 04" E, a distance of 55.66 feet to the western boundary line of the Walsenburg Water Treatment Plant; thence N 01° 03' 50" E, along said western boundary line, a distance of 151.84 feet; thence N 01° 03' 50" E, a distance of 165.00 feet; thence S 62° 55' 17" W, a distance of 92.91 feet; thence S 60° 52' 59" W, a distance of 169.99 feet to the Eastern right-of-way line of Spanish Peaks Drive; thence continuing along said eastern right-of-way line, on the arc of a curve to the right, thru a central angle of 10° 09' 54", having a radius of 1150.24 feet, an arc length of 204.07 feet to the point of beginning, containing 1.25 acres.

Wachob and Wachob, Inc.
 Professional Land Surveyors, Colorado City, Colorado
 P.O. Box 19376, Zip 81019 Phone (719)-878-3885

Job Name: Walsenburg Utility Easement-city lake.trv	
Scale: 1" = 200'	Drawn By:
Date: 6-15-2019	
Job No. 2010-108	Sheet 1/1

Traverse PC



About this Location



Map Tools

Line Distance

Area Shape

Add Waypoint

Item 6a.

CO Game Management Unit

Unit

CO Private Lands

Owner

EVILYI RIVER RANCHES LLC

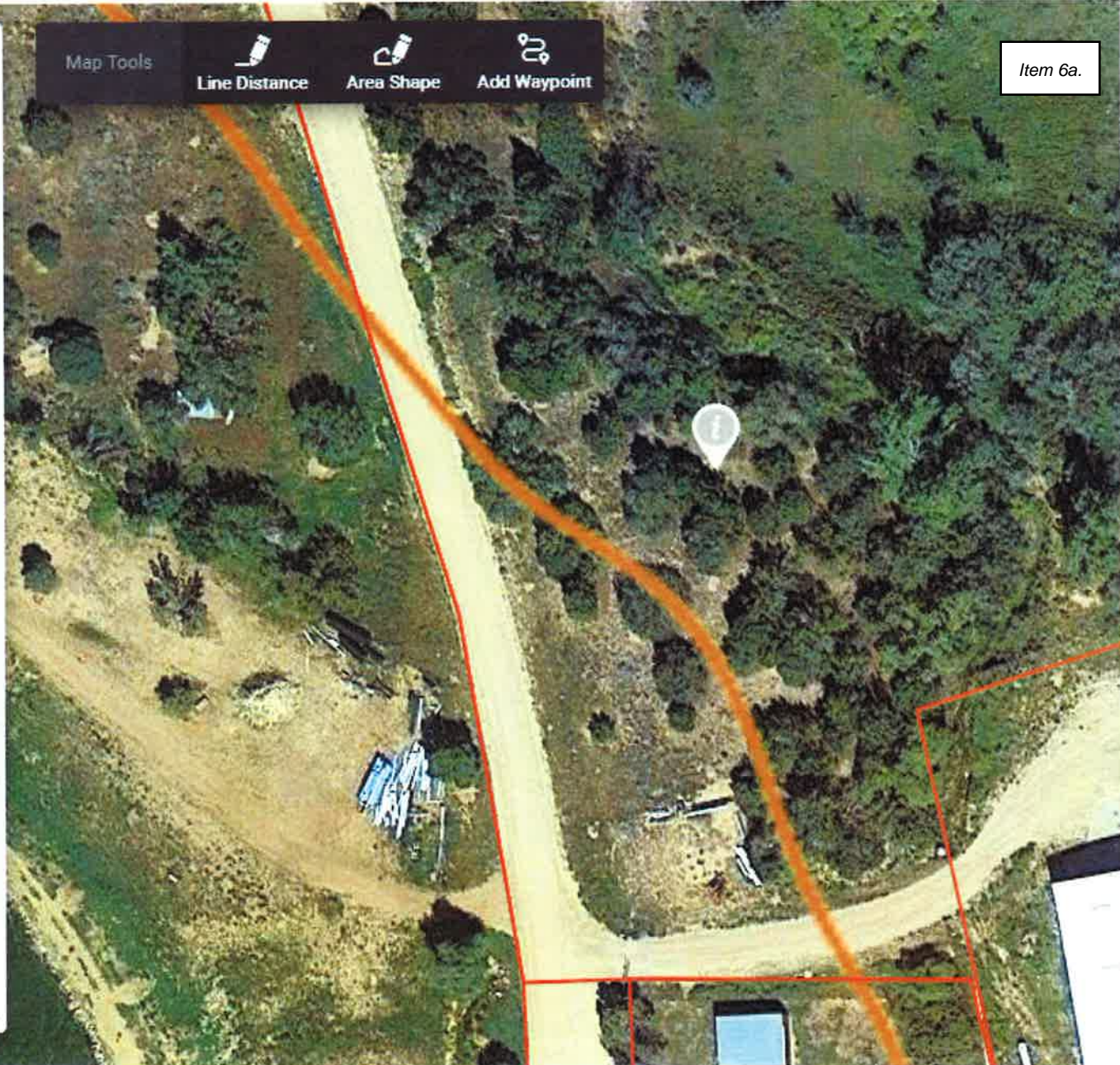
Tax Address

1570 S MARION ST

Tax City State ZIP

EVILYWOOD CO BC 1132933

Area (Acres)

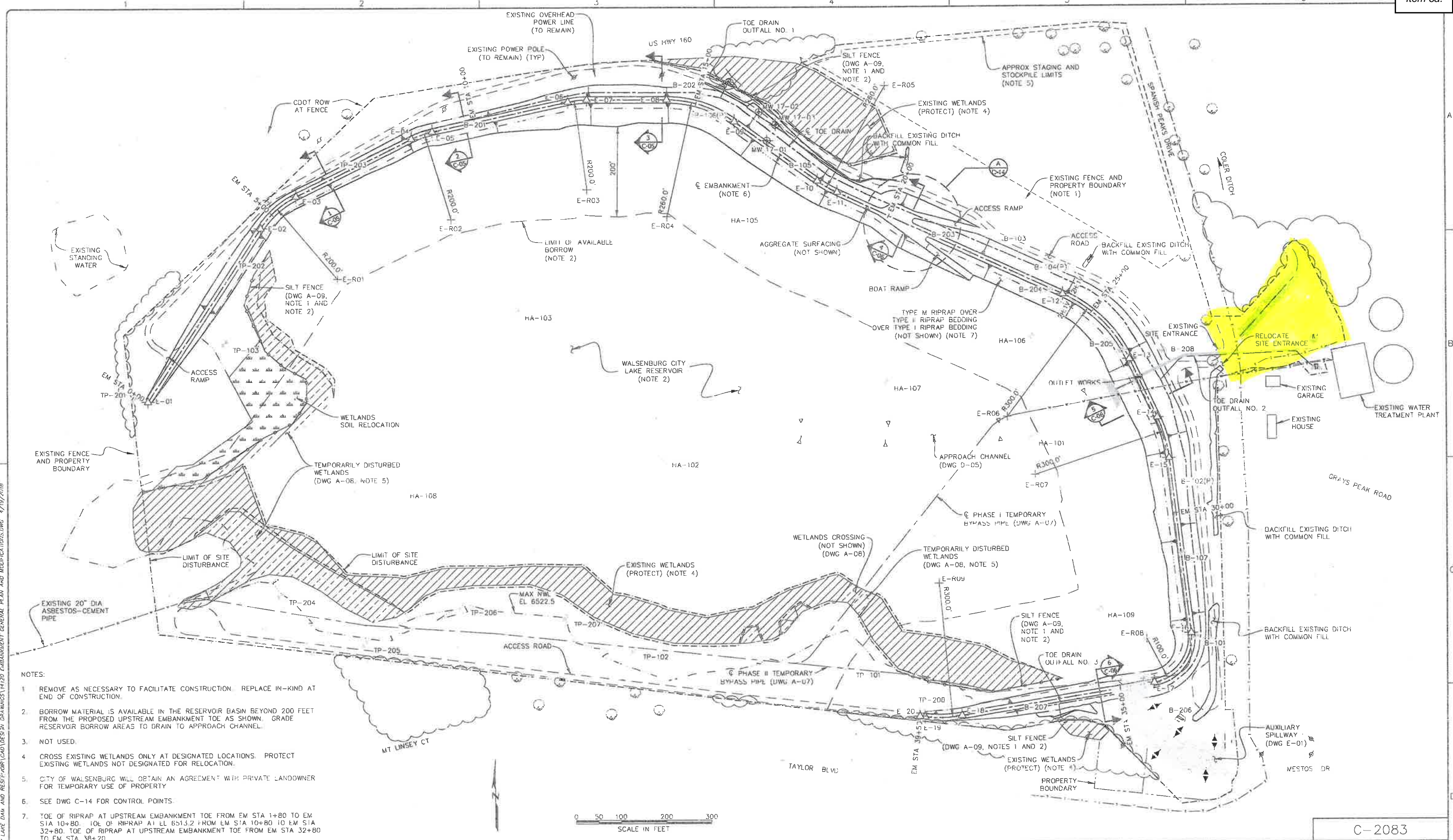












- NOTES:
1. REMOVE AS NECESSARY TO FACILITATE CONSTRUCTION. REPLACE IN-KIND AT END OF CONSTRUCTION.
 2. BORROW MATERIAL IS AVAILABLE IN THE RESERVOIR BASIN BEYOND 200 FEET FROM THE PROPOSED UPSTREAM EMBANKMENT TOE AS SHOWN. GRADE RESERVOIR BORROW AREAS TO DRAIN TO APPROACH CHANNEL.
 3. NOT USED.
 4. CROSS EXISTING WETLANDS ONLY AT DESIGNATED LOCATIONS. PROTECT EXISTING WETLANDS NOT DESIGNATED FOR RELOCATION.
 5. CITY OF WALSENBURG WILL OBTAIN AN AGREEMENT WITH PRIVATE LANDOWNER FOR TEMPORARY USE OF PROPERTY.
 6. SEE DWG C-14 FOR CONTROL POINTS.
 7. TOE OF RIPRAP AT UPSTREAM EMBANKMENT TOE FROM EM STA 1+80 TO EM STA 10+80. TOE OF RIPRAP AT EL 6513.2 FROM EM STA 10+80 TO EM STA 32+80. TOE OF RIPRAP AT UPSTREAM EMBANKMENT TOE FROM EM STA 32+80 TO EM STA 38+20.



THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, IS THE PROPERTY OF THE CITY OF WALSENBURG AND RJH CONSULTANTS, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE CITY OF WALSENBURG AND RJH CONSULTANTS, INC.

NO.	DATE	ISSUE/REVISION	DES	DRN	CHK	APP
	4/18	ISSUE FOR BID	MSS	RJA	ERF	MLC

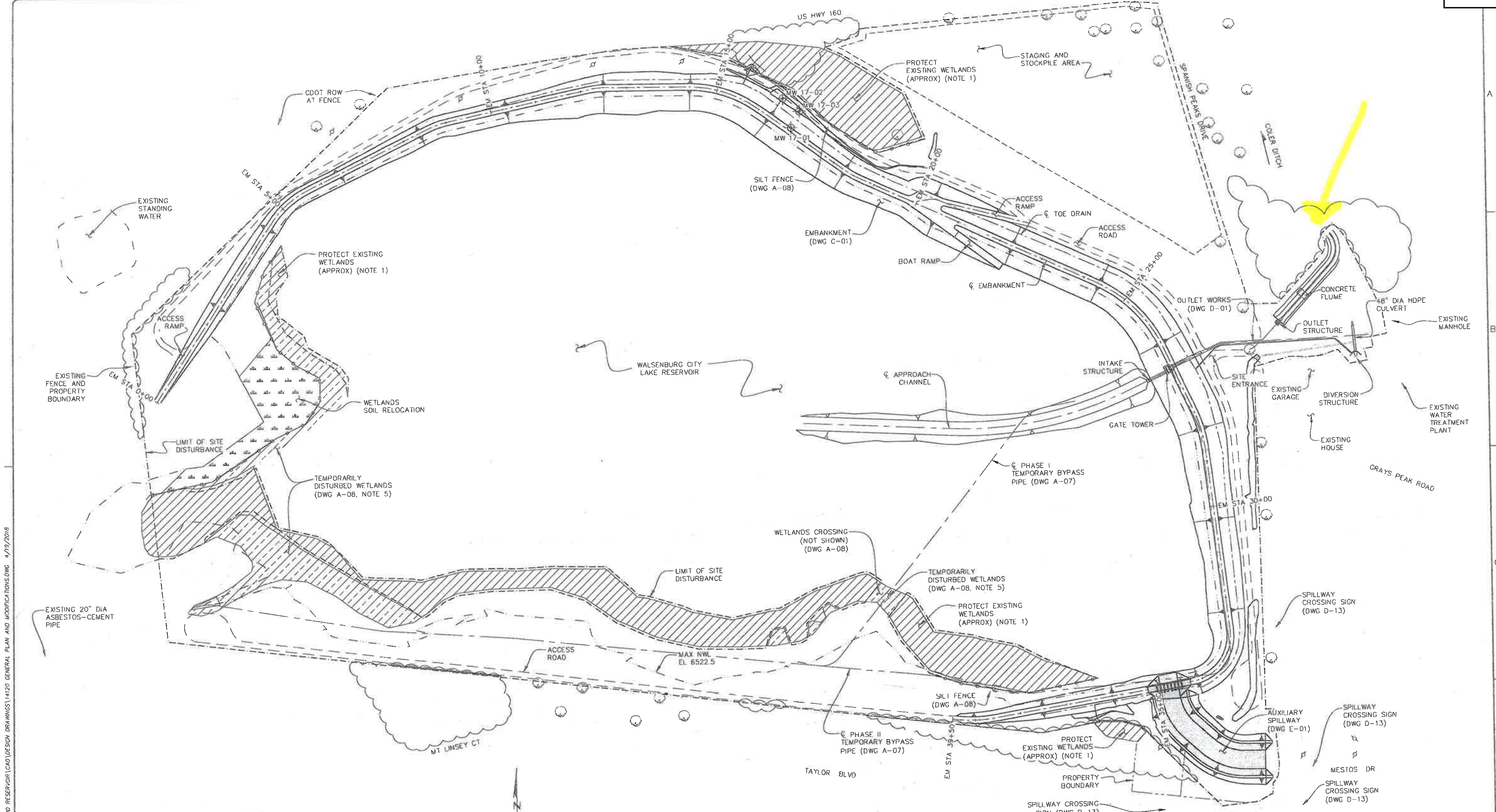


WALSENBURG CITY LAKE DAM AND RESERVOIR REHABILITATION AND ENLARGEMENT
HUERFANO COUNTY, COLORADO

EMBANKMENT PLAN

DWG NO. C-01
SHEET NO 12 of 76

2: 1/14/20 - WALSENBURG CITY LAKE DAM AND RESERVOIR REHABILITATION AND ENLARGEMENT GENERAL PLAN AND MODIFICATIONS.DWG 1/19/2018



NOTE:
 1. LOCATION OF EXISTING WETLANDS TO BE PROTECTED SHALL BE COORDINATED WITH THE OWNER PRIOR TO CONSTRUCTION.



P: 14120 - WALSENBURG CITY LAKE DAM AND RESERVOIR (CAD) DESIGN DRAWINGS 14120 GENERAL PLAN AND MODIFICATIONS.DWG 4/18/2018



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NO.	DATE	ISSUE/REVISION	DES	DRN	CHK	APP
-	4/18	ISSUE FOR BID	MSS	RJA	ERF	MLG
		ISSUE/REVISION				



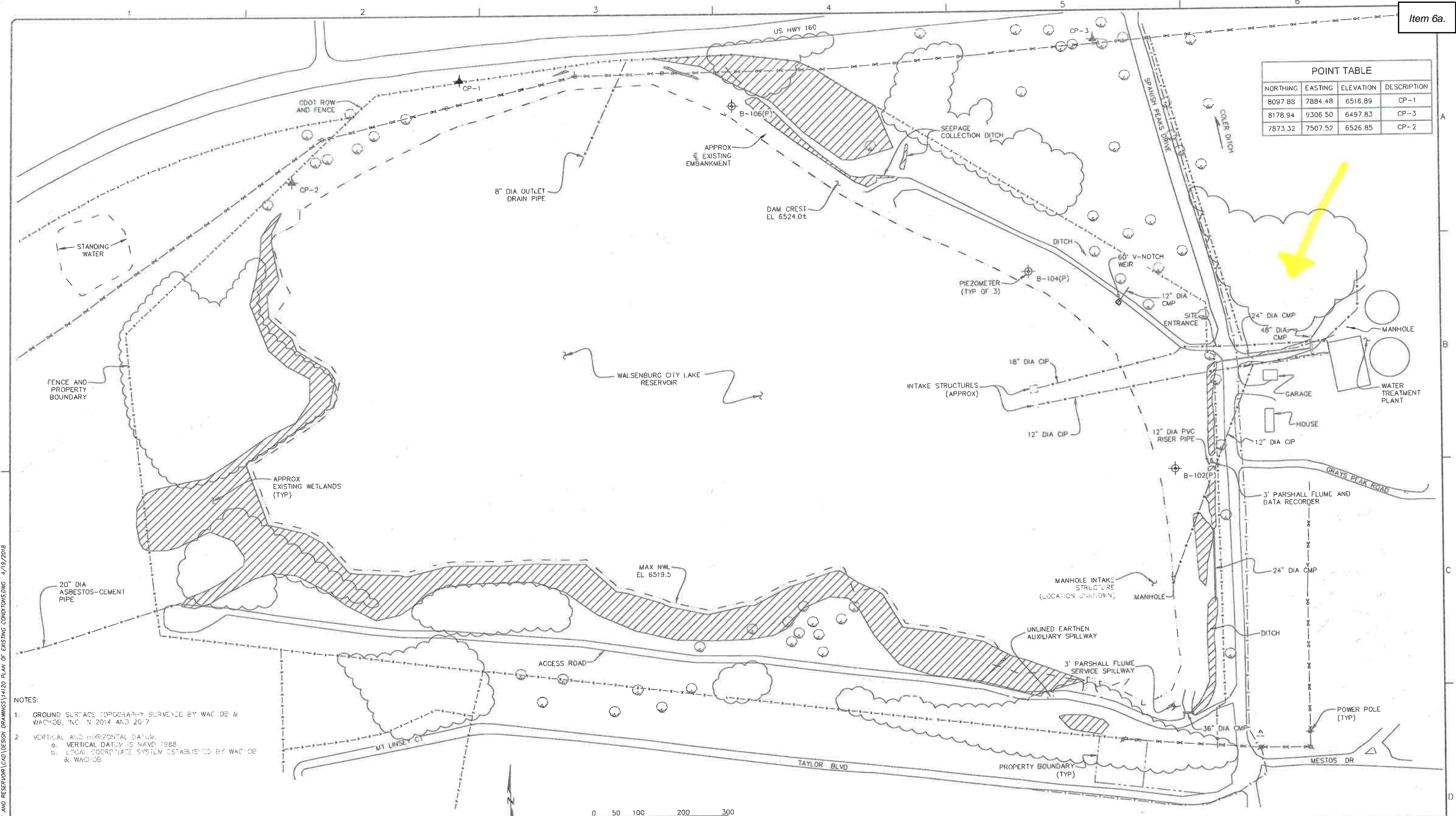
WALSENBURG CITY LAKE DAM AND RESERVOIR REHABILITATION AND ENLARGEMENT HUERFANO COUNTY, COLORADO

GENERAL PLAN OF MODIFICATIONS

DWG NO. A-05
 SHEET NO. 5 of 40

C-2083

POINT TABLE			
NORTHING	EASTING	ELEVATION	DESCRIPTION
8097.88	7884.48	6516.89	CP-1
8178.94	9306.50	6497.83	CP-3
7873.32	7507.52	6526.85	CP-2



- NOTES:
- GROUND SURFACE TOPOGRAPHY SURVEYED BY WACHOB & WACHOB, INC. IN 2014 AND 2017
 - VERTICAL AND HORIZONTAL DATUM:
 - a. VERTICAL DATUM IS NAVD 1988
 - b. LOCAL COORDINATE SYSTEM ESTABLISHED BY WACHOB & WACHOB



C-2083



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NO.	DATE	ISSUE/REVISION	DES	DRN	CHK	APP
-	4/18	ISSUE FOR BID	MSS	RJA	ERF	MLG



WALSENBURG CITY LAKE DAM AND RESERVOIR REHABILITATION AND ENLARGEMENT
HUERFANO COUNTY, COLORADO

PLAN OF EXISTING CONDITIONS AND SURVEY CONTROL

DWG. NO. **A-03**
SHEET NO. 3 of 40

Land Use Application #23-042

Plat Amendment

Attachment 6 – Contract to Buy/Sell

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission .
(CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
 Property with No Residences
 Property with Residences-Residential Addendum Attached)**

Date: September 26, 2022

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** SNOWY RIVER RANCHES, LLC (Buyer) will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other** _____.

2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. **Seller.** CITY OF WALSENBURG, COLORADO, a Colorado municipal corporation (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of HUERFANO, Colorado (insert legal description):
See Exhibit A.

known as: _____
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:
N/A

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:
N/A

2.5.3. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. **Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): N/A

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2.6. Exclusions. The following items are excluded (Exclusions):

N/A

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

N/A

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

N/A

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

N/A

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	See No. 29
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	

5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	

105 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
 106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
108 "None", such provision means that "None" applies.

109 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
110 abbreviation "N/A" as used in this Contract means not applicable.

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
116 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
120 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ See Exhibit B	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		TOTAL	\$ See Exhibit B	\$

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0.00 (Seller Concession). The Seller
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
127 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a _____, will be
131 payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
144 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
147 Release form), within three days of Buyer's receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller
150 is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

151 4.3.2.2. **Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer
153 is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 4.4. **Form of Funds; Time of Payment; Available Funds.**

155 4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
157 check, savings and loan teller's check and cashier's check (Good Funds).

158 4.4.2. **Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 4.4.3. **Available Funds.** Buyer represents that Buyer, as of the date of this Contract, Does Does Not have
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 4.5. **New Loan.**

164 4.5.1. **Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
165 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 4.5.2. **Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional
168 Provisions).

169 4.5.3. **Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
170 Conventional Other _____

171 4.6. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
172 set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
173 presently at the rate of _____ % per annum and also including escrow for the following as indicated: Real Estate Taxes
174 **Property Insurance Premium** and _____

175 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
176 not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and
177 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
178 causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or
179 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**

180 Seller Will Will Not be released from liability on said loan. If applicable, compliance with the requirements for release
181 from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at **Closing** of an appropriate
182 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount
183 not to exceed \$ _____

184 4.7. **Seller or Private Financing.**

185 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
186 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed
187 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
188 including whether or not a party is exempt from the law.

189 4.7.1. **Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, Buyer
190 Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
191 **Private Financing Deadline.**

192 4.7.1.1. **Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,**
195 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

196 4.7.2. **Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**
199 **or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

200 **TRANSACTION PROVISIONS**

201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 5.1. **New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 5.2. **New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
 207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
 208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
 209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
 210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
 212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
 213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
 214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
 215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
 216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
 217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
 218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
 219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
 221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
 222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
 223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
 224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
 225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
 226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
 227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
 228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
 230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
 231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
 232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
 233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
 234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
 235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
 236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
 237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 6. APPRAISAL PROVISIONS.

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
 240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
 241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
 242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
 244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
 246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
 247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
 249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
 251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
 253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
 254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
 255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
 257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
 258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
 259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
 260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
 261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

262 6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
263 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
264 agent or all three.

265 7. **OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
266 Communities and subject to one or more declarations (Association).

267 7.1. **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
268 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
269 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
270 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
271 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
272 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS
273 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD
274 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS
275 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING
276 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A
277 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF
278 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL
279 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE
280 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE
281 ASSOCIATION.

282 7.2. **Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
283 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
285 of the Association Documents, regardless of who provides such documents.

286 7.3. **Association Documents.** Association documents (Association Documents) consist of the following:
287 7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
289 C.R.S.;

290 7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

294 7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
297 (Association Insurance Documents);

298 7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as
299 disclosed in the Association's last Annual Disclosure;

300 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget
301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
304 Association's community association manager or Association will charge in connection with the Closing including, but not limited
305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
308 7.3.5., collectively, Financial Documents);

309 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
313 elements or limited common elements of the Association property.

314 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
315 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
317 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing

320 ~~Date, Buyer's Notice to Terminate~~ must be received by Seller on or before Closing. If Seller does **not** receive Buyer's Notice to
 321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
 322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve). —

323 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

324 **8.1. Evidence of Record Title.**

325 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
 326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
 327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
 328 or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
 329 and delivered to Buyer as soon as practicable at or after Closing.

330 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
 331 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
 332 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
 333 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment Will Will Not contain Owner's
 335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
 336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
 337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
 338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
 339 Buyer Seller One-Half by Buyer and One-Half by Seller Other
 340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
 341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
 342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
 343 § 8.7. (Right to Object to Title, Resolution).

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
 345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
 346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
 347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
 349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
 350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
 351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
 353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
 355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
 356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
 357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
 358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
 359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
 360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
 361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
 362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
 363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
 364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
 365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
 366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
 367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
 369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
 370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
 371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
 372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
 373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
 374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
 375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record
 376 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
 377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

378 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
 379 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
 380 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
 381 any, of third parties not shown by public records of which Buyer has actual knowledge.

382 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
 383 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
 384 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
 385 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
 386 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
 387 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
 388 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
 389 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING
 390 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
 391 RECORDER, OR THE COUNTY ASSESSOR.

392 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special taxing districts
 393 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located
 394 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may
 395 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,
 396 Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before
 397 ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate
 398 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on
 399 or before **Closing**. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax
 400 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to
 401 Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax
 402 Certificate, the Tax Certificate will be paid for by Seller.

403 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
 404 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
 405 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
 406 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
 407 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
 408 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
 409 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
 410 writing, details of any Third Party Right to Purchase the Property on or before the **Record Title Deadline**.

411 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
 412 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing
 413 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or
 414 before the applicable deadline, Buyer has the following options:

415 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
 416 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
 417 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
 418 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
 419 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the **Record Title**
 420 **Deadline** or the **Off-Record Title Deadline**, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
 421 **Title Resolution Deadline** also will be automatically extended to the earlier of **Closing** or fifteen days after Buyer's receipt of the
 422 applicable documents; or

423 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
 424 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

425 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
 426 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
 427 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
 428 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
 429 laws and governmental regulations concerning land use, development and environmental matters.

430 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE.** THE SURFACE ESTATE OF THE
 431 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
 432 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
 433 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
 434 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
 435 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
 436 GAS OR WATER.

437 8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
438 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
439 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
440 RECORDER.

441 8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
442 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
443 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
444 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

445 8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
446 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
447 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
448 AND GAS CONSERVATION COMMISSION.

449 8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
450 not covered by the owner's title insurance policy.

451 8.9. Mineral Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Mineral
452 Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.

453 9. NEW ILC, NEW SURVEY.

454 9.1. New ILC or New Survey. If the box is checked, (1) New Improvement Location Certificate (New ILC); or, (2)
455 New Survey in the form of _____; is required and the following will apply:

456 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The
457 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
458 after the date of this Contract.

459 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
460 Closing, by: Seller Buyer or:
461
462

463 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
464 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before New
465 ILC or New Survey Deadline.

466 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to
467 all those who are to receive the New ILC or New Survey.

468 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
469 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
470 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
471 Seller incurring any cost for the same.

472 9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey.
473 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
474 Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.5. or § 13:

475 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

476 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
477 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

478 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
479 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
480 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey
481 Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
482 termination (i.e., on or before expiration of New ILC or New Survey Resolution Deadline).

483 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

484 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF
485 WATER.

486 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer
487 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
488 to Seller's actual knowledge and current as of the date of this Contract.

489 10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer
490 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
491 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely

disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

10.6.1.4.1. All contracts relating to the operation, maintenance and management of the Property;

10.6.1.4.2. Property tax bills for the last _____ years;

- 551 10.6.1.4.3. As-built construction plans to the Property and the tenant improvements, including
- 552 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
- 553 extent now available;
- 554 10.6.1.4.4. A list of all Inclusions to be conveyed to Buyer;
- 555 10.6.1.4.5. Operating statements for the past _____ years;
- 556 10.6.1.4.6. A rent roll accurate and correct to the date of this Contract;
- 557 10.6.1.4.7. A schedule of any tenant improvement work Seller is obligated to complete but
- 558 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 559 10.6.1.4.8. All insurance policies pertaining to the Property and copies of any claims which
- 560 have been made for the past ___ years;
- 561 10.6.1.4.9. Soils reports, surveys and engineering reports or data pertaining to the Property (if
- 562 not delivered earlier under § 8.3.);
- 563 10.6.1.4.10. Any and all existing documentation and reports regarding Phase I and II
- 564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
- 565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
- 566 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
- 567 Seller;
- 568 10.6.1.4.11. Any Americans with Disabilities Act reports, studies or surveys concerning the
- 569 compliance of the Property with said Act;
- 570 10.6.1.4.12. All permits, licenses and other building or use authorizations issued by any
- 571 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
- 572 authorizations, if any; and
- 573 10.6.1.4.13. Other:
- 574
- 575
- 576
- 577
- 578
- 579

580 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
 581 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
 582 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

583 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
 584 or

585 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
 586 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

587 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
 588 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
 589 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
 590 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
 591 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

592 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**
 593 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
 594 the Property, in Buyer's sole subjective discretion.

595 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
 596 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
 597 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
 598 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
 599 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
 600 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
 601 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
 602 tenants' business uses of the Property, if any.

603 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
 604 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
 605 **Objection Deadline**) and if such Extended Environmental Inspection **Objection Deadline** extends beyond the **Closing Date**, the
 606 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
 607 **Environmental Site Assessment**.

608 ~~Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the~~
 609 ~~Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended~~

610 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
611 subjective discretion.

612 Buyer has the Right to Terminate under § 24.1., on or before ADA Evaluation Termination Deadline, based on any
613 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

614 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
615 owned by Buyer and commonly known as _____ . Buyer has
616 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale
617 Deadline if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
618 receive Buyer's Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this
619 provision.

620 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
621 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
622 the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.
623 Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND
624 WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO
625 DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

626 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
627 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
628 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
629 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
630 or delayed.

631 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

632 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

633 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

634 **11. TENANT ESTOPPEL STATEMENTS.**

635 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
636 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline,
637 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
638 attached to a copy of the Lease stating:

639 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

640 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
641 amendments;

642 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

643 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

644 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

645 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
646 demising the premises it describes.

647 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
648 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
649 required § 11.1. above and deliver the same to Buyer on or before Estoppel Statements Deadline.

650 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before Estoppel
651 Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
652 Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to
653 waive any unsatisfactory Estoppel Statement.

654 **CLOSING PROVISIONS**

655 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

656 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
657 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
658 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
659 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
660 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
661 Seller will sign and complete all customary or reasonably required documents at or before Closing.

662 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
663 this Contract.

664 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
665 the Closing Date or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
666 Buyer. The hour and place of Closing will be as designated by _____.

667 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between
668 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

669 ~~12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
670 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
671 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).~~

672 13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
673 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
674 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed
675 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
676 sufficient special warranty deed to Buyer, at Closing.

677 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
678 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

679 14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens
680 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
681 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
682 at or before Closing by Seller from the proceeds of this transaction or from any other source.

683 15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND
684 WITHHOLDING.

685 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
686 to be paid at Closing, except as otherwise provided herein.

687 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller
688 One-Half by Buyer and One-Half by Seller Other _____

689 15.3. Association Fees and Required Disbursements. At least fourteen days prior to Closing Date, Seller agrees to
690 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
691 associated with or specified in the Status Letter will be paid as follows:

692 15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Buyer
693 Seller One-Half by Buyer and One-Half by Seller N/A.

694 15.3.2. Record Change Fee. Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer
695 and One-Half by Seller N/A.

696 15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than
697 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
698 by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

699 15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
700 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

701 15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
702 Buyer and One-Half by Seller N/A.

703 15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
704 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

705 15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
706 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
707 One-Half by Buyer and One-Half by Seller N/A.

708 15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
709 \$ _____ for:

710 Water Stock/Certificates Water District
711 Augmentation Membership Small Domestic Water Company _____
712 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

713 15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
714 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

715 15.9. FIRPTA and Colorado Withholding.

716 15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
717 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
718 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
719 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign

720 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
721 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
722 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
723 if an exemption exists.

724 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
725 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
726 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
727 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
728 tax advisor to determine if withholding applies or if an exemption exists.

729 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

730 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

731 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
732 for the year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy**
733 **and Most Recent Assessed Valuation**, **Other**

734 **16.1.2. Rents.** Rents based on **Rents Actually Received** **Accrued.** At Closing, Seller will transfer or credit
735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 ~~**16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
740 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
741 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
742 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
743 assessment assessed prior to **Closing Date** by the Association will be the obligation of **Buyer** **Seller.** Except however, any
744 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
745 assessed prior to or after **Closing**, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
746 there are no unpaid regular or special assessments against the Property except the current regular assessments and
747 _____ Association Assessments are subject to change as provided in the Governing Documents.~~

748 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
749 subject to the Leases as set forth in § 10.6.1.1.

750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
751 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ _____ per day (or any part of a day
752 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

753 **GENERAL PROVISIONS**

754 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
755 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
756 condition existing as of the date of this Contract, ordinary wear and tear excepted.

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
758 prior to Closing (**Property Damage**) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
762 to carry out this Contract despite such **Property Damage**, Buyer is entitled to a credit at Closing for all insurance proceeds that were
763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
766 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
767 insurance company and Buyer's lender, or (2) the parties may enter into a written agreement prepared by the parties or their attorney
768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
771 system, component or fixture of the Property (*collectively Service*) (e.g., heating or plumbing), fail or be damaged between the date
772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
779 Closing.

780 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
781 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
782 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
783 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
784 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
785 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

788 **18.5. Home Warranty. [Intentionally Deleted]**

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
790 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
791 the growing crops.

792 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
793 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
794 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
795 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
796 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
797 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
798 be complied with.

799
800 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
801 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
802 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
803 has the following remedies:

804 **20.1. If Buyer is in Default:**

805 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
806 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
807 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
808 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

809 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
810 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
811 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
812 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
813 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

814 **20.2. If Seller is in Default:**

815 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
816 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
817 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
818 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
819 or damages, or both.

820 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
821 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
822 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
823 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
824 Contract are reserved and survive Closing.

825 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
826 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
827 reasonable costs and expenses, including attorney fees, legal fees and expenses.

828 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
829 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

830 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
 831 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
 832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
 833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
 834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
 835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
 836 Section will not alter any date in this Contract, unless otherwise agreed.

837 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
 838 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
 839 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
 840 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
 841 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
 842 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
 843 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
 844 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
 845 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
 846 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
 847 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

848 **24. TERMINATION.**

849 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
 850 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
 851 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
 852 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
 853 and waives the Right to Terminate under such provision.

854 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
 855 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

856 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
 857 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
 858 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
 859 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
 860 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
 861 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

862 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

863 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
 864 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
 865 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
 866 must be received by the party, not Broker or Brokerage Firm).

867 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
 868 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
 869 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
 870 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

871 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
 872 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
 873 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

874 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
 875 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
 876 located in Colorado.

877 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
 878 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
 879 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and

880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
881 copies taken together are deemed to be a full and complete contract between the parties.

882 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
883 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
884 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**
885 **Diligence and Source of Water.**

886 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
888 Commission.)

889 This Contract to Buy and Sell Real Estate (Land) is conditioned on Huerfano County approving the subdivision or
890 movement of lot lines on each Party's real property as required by local or state law to allow this transaction.
891 Huerfano County's denial of or failure to approve the necessary subdivisions or lot line moves shall terminate this
892 Contract to Buy and Sell Real Estate (Land) and shall not constitute a default by either Party.
893

894 Closing shall occur within 30 days of the last date on which Huerfano County approves the subdivisions or
895 movement of lot lines on each Party's real property. Closing time, date, and location shall be by mutual agreement
896 of the Parties.
897

898 *Sam Faris is a licensed Real Estate Agent*
899

900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:
902 Exhibit A and Exhibit B
903

904
905 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:
906
907
908

909 **SIGNATURES**

910 Buyer's Name: SNOWY RIVER RANCHES, LLC

Buyer's Name: _____

[Signature] *MSMR*
9-4-22
Buyer's Signature Date

Buyer's Signature Date

Address: _____

Address: _____

Phone No.: 303-229-7076

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: snowy.ranches@gmail.com

Email Address: _____

911 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: CITY OF WALSENBURG, COLORADO

Seller's Name: _____

[Signature] *10-4-22*
Seller's Signature Date

Seller's Signature Date

Address: 525 S. Albert Avenue
Walsenburg, CO 81089
Phone No.: 719-695-1031
Fax No.: 719-738-1875
Email Address: cityclerk@walsenburg.org

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

912

913

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

914

Land Use Application #23-042
Plat Amendment
Attachment 7 – Plat Maps

LAND SURVEY PLAT CITY OF WALSENBURG

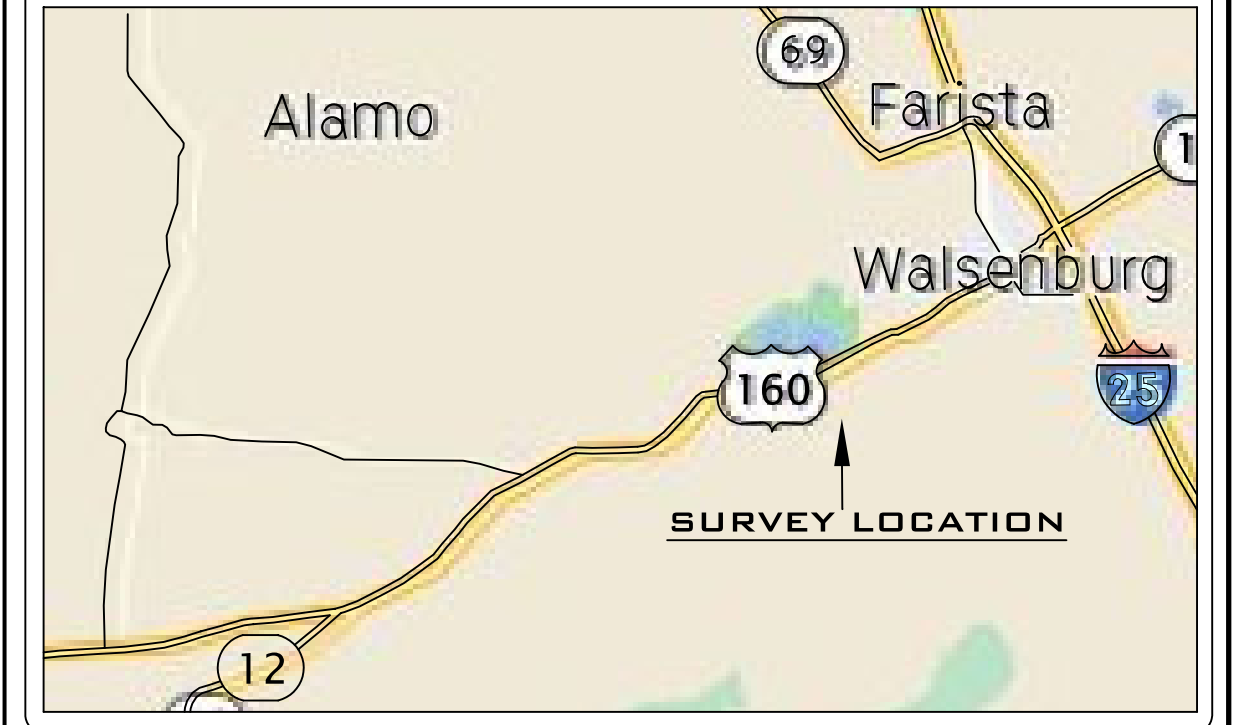
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH OF COLORADO STATE HIGHWAY 160, HUERFANO COUNTY, COLORADO

THE PURPOSE OF THIS DOCUMENT

IS TO REPLACE/REVISE/AMEND/CORRECT AND SUPERCEDE THAT PLAT ERRONEOUSLY TITLED:

CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY

AT RECEPTION NUMBER 425714, AT MAP NUMBER 1141, IN THE RECORDS OF HUERFANO COUNTY



LEGAL DESCRIPTION OF SURVEYED LAND:

All that portion of the S1/2SW4 of Section 18 and the N1/2NW4 of Section 19 in Township 28 South of Range 66 West lying South of the South right-of-way line of State Highway 160, less that part within County Road 346 (Centro Avenue), and less that part described in Book 207 at Page 543, according to the records of the clerk and recorder for Huerfano County, Colorado, more particularly described as follows:

Beginning at the Southeast corner of the N1/2NW4 of Section 19, found monumented by a 1.5" outside diameter galvanized iron pipe with a 1.75" brass cap with no L.S. number, undated, top of cap 8" above ground, thence N 00°42'49" W 1337.57' to a #6 rebar with a 2" aluminum cap, L.S. 16163, dated 1998, found marking the Quarter Corner common to Sections 18 and 19, (the line between these two monuments being the basis of bearings for this description); thence N 00°22'20" W 1200.80' along the East line of the Southeast Quarter of the Southwest Quarter of Section 18 to a Witness Corner on the South right-of-way line of State Highway 160, monumented by a #6 rebar with a 2.5" aluminum cap, PLS 33649, dated 2022, (from whence the South Center 1/16 corner of Section 18 bears N 00°22'20" W 160.32'); thence along said right-of-way line on the following three courses, to wit: on a curve to the left with an arc length of 1323.63', a radius of 11360.00', a central angle of 6°40'33", the long chord of which bears S 57°06'53" W 1322.88' to a point monumented by a CDOT concrete post with a brass cap stamped 105+71.2; thence on a straight tangent S 53°46'20" W 1008.38' to a point monumented by a CDOT concrete post with a brass cap stamped 115+80; thence on a curve to the right with an arc length of 783.50', a radius of 7262.39', a central angle of 6°10'53", the long chord of which bears S 56°48'35" W 783.12' to a #6 rebar with a blue plastic cap, PLS 33649, on the West line of the Northwest Quarter of the Northwest Quarter of Section 19, (from whence the corner common to Sections 18 and 19, found monumented by a #5 rebar with a 1.5" aluminum cap with no PLS number, undated, in a 2" iron post bears N 00°38'51" E 538.21'); thence S 00°38'51" W 785.96' to the North 1/16 corner on the West line of Section 19, found monumented by a #5 rebar with a 2.5" aluminum cap, PLS 10895, dated 1995; thence S 89°57'55" E 1300.55' to the Northwest 1/16 corner of Section 19, monumented by a #5 rebar with a 2.5" aluminum cap, PLS 10895, dated 1995; thence S 89°37'22" E 1312.50' to the Point of Beginning.

The total surveyed area of this parcel is 99.73 acres, more or less, less 0.20 acres within the Exception described in deed at Book 207 at Page 543, and 0.40 acres of County Road 346 falling outside the Railroad right-of-way, assuming a 60 wide road, 30' on either side of centerline as built, for a net area of 99.13 acres, more or less.

REFERENCES

- Description from Schedule A of First American Title Insurance Company's Commitment No. 40264 dated December 13, 2021 at 8:00 AM, issuing agent Dotter Abstract Company.
- Map entitled: "Right of Way and Track Map the Denver & Rio Grande Railroad", Sheet No. 3 of 6 from Survey Station 386+23 to Survey Station 527+75, recorded Nov. 21, 1995 in Instrument A0321982, Book 407 at Page 912.
- Survey plat by Alta Surveys of Colorado, Inc. recorded February 6, 2012 at Rec. No. 393215 of the records of Huerfano County.
- Warranty Deed recorded February 3, 1947 at Reception No. 173287, Book 207 at Page 543, of the records of Huerfano County.
- Warranty Deed recorded in Book 227 at Page 395 of the records of Huerfano County.
- Deed to The Department of Highways, State of Colorado, recorded March 15, 1956 at Reception No. 202324, Book 251 at Page 43 of the records of Huerfano County.

EASEMENTS AND RIGHTS-OF-WAY STATEMENT

Surveyor relied upon First American Title Ins. Co.'s Commitment No. 40264 dated December 13, 2021 at 8:00 AM, issuing agent Dotter Abstract Company, for information on rights of ways and easements affecting the surveyed parcel. None listed or shown.

BASIS OF BEARINGS NOTE:

(GPS OBSERVATIONS) N00°42'49"E 1337.57' BETWEEN a 1.5" outside diameter galvanized iron pipe with a 1.75" brass cap, undated, no L.S. number, marking the Center North 1/16th corner in Section 19, and a rebar with a 2" aluminum cap, L.S. 16163, dated 1998, found marking the Quarter Corner common to Sections 18 and 19, all in Township 28 South, Range 66 West, of the 6th Principal Meridian, as shown hereon.

GPS COORDINATES BASED ON COSP SOUTH ZONE 9503:

GROUND SCALE FACTOR: 1.0005584783

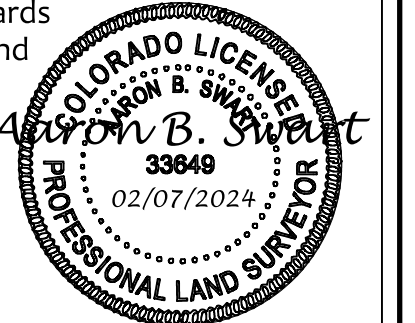
PLAT UNIT OF LINEAR MEASUREMENT: THE US SURVEY FOOT

RELATIVE POSITIONAL PRECISION: 95%

LEGEND	DESCRIPTION
●	SET #5 REBAR WITH 1" BLUE PLASTIC CAP, LS 33649
⊗	FOUND CONCRETE POST WITH BRASS CAP CDOT RIGHT-OF-WAY
△	FOUND #4 REBAR WITH YELLOW PLASTIC CAP, L.S. 16163
⊕	SECTION, 1/4, OR 1/16 CORNER MONUMENT AS DESCRIBED
⊞	FOUND #5 REBAR WITH 1.5" ALUMINUM CAP, "GAME & FISH COR 5"
---	ORIENTATION LINES
---	LINE ESTABLISHED OR RETRACED BY THIS SURVEY
(REFERENCE #:)	CALLS FROM A DOCUMENT OF REFERENCE DIFFERENT FROM MEASURED
-x-x-x-	BARBED WIRE FENCE

SURVEYORS CERTIFICATION

I, Aaron B. Swart, a Licensed Professional Land Surveyor in the State of Colorado, do hereby certify this plat and the surveying services addressed herein have been prepared by me or under my direct supervision and responsible charge in accordance with applicable standards of practice to the best of my knowledge, information, and belief. This statement is not a guaranty or warranty, either expressed or implied.



Aaron B. Swart, PLS #33649
1000 Hickory Street
Pueblo, CO 81001

THE S2SW4 OF SECTION 18, & THE N2NW4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH OF COLORADO STATE HIGHWAY 160, HUERFANO COUNTY, COLORADO

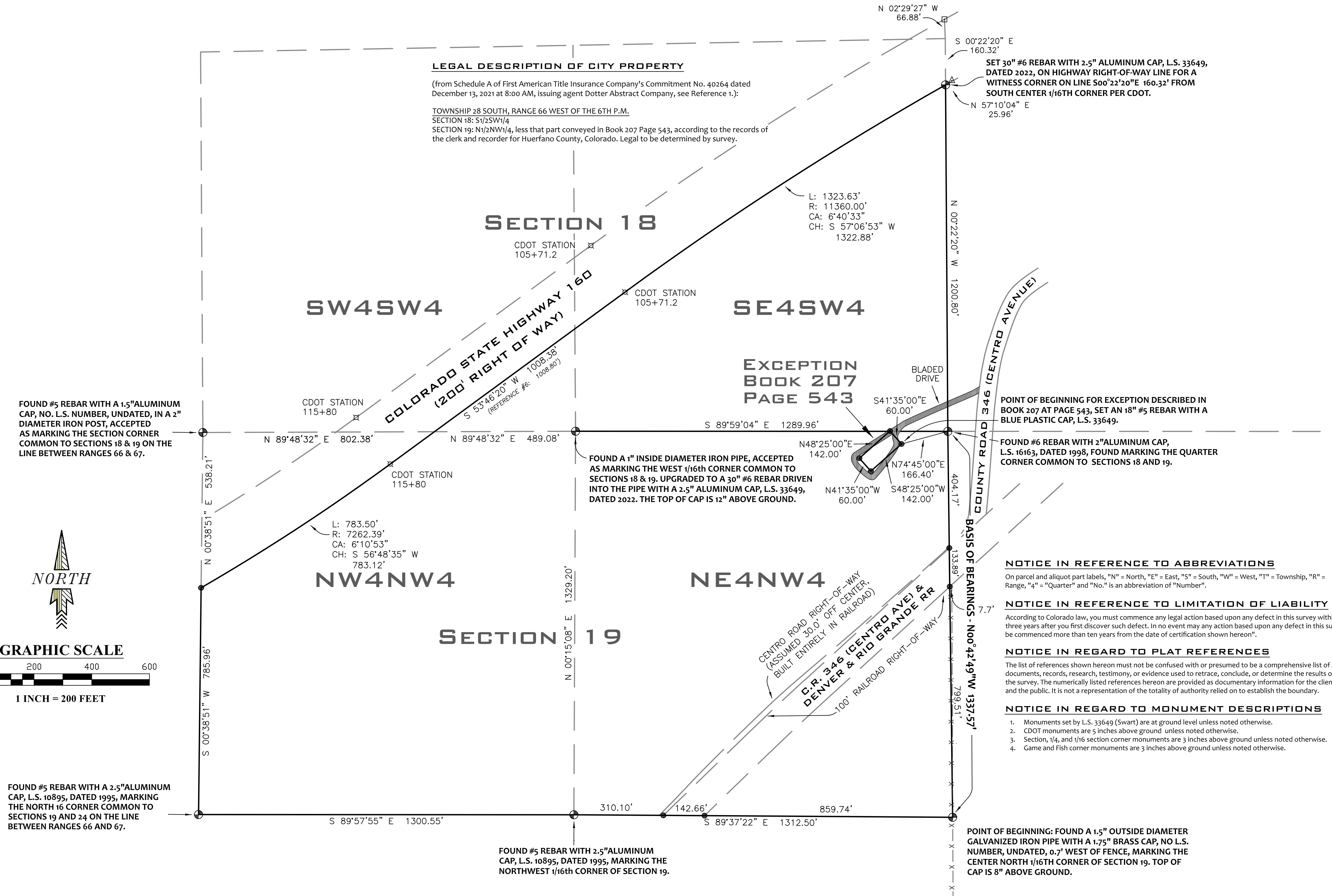
LEGAL DESCRIPTION OF CITY PROPERTY

(from Schedule A of First American Title Insurance Company's Commitment No. 40264 dated December 13, 2021 at 8:00 AM, issuing agent Dotter Abstract Company, see Reference 1.):

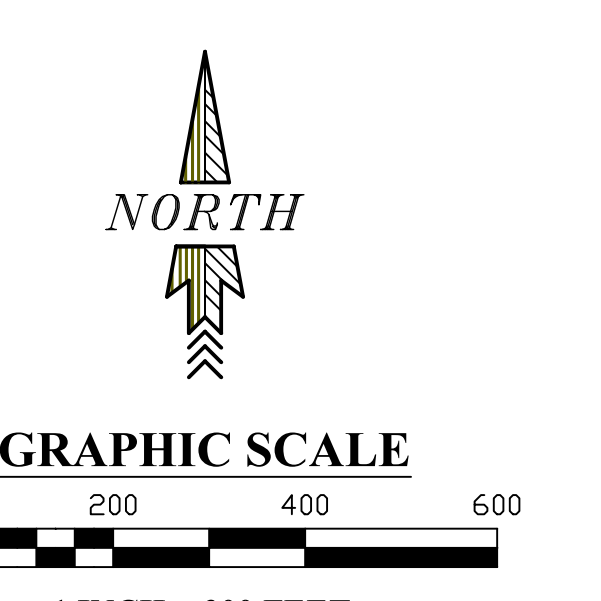
TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M.

SECTION 18: S1/2SW1/4

SECTION 19: N1/2NW1/4, less that part conveyed in Book 207 Page 543, according to the records of the clerk and recorder for Huerfano County, Colorado. Legal to be determined by survey.



FOUND #5 REBAR WITH A 1.5" ALUMINUM CAP, NO. L.S. NUMBER, UNDATED, IN A 2" DIAMETER IRON POST, ACCEPTED AS MARKING THE SECTION CORNER COMMON TO SECTIONS 18 & 19 ON THE LINE BETWEEN RANGES 66 & 67.



FOUND #5 REBAR WITH A 2.5" ALUMINUM CAP, L.S. 10895, DATED 1995, MARKING THE NORTH 1/16 CORNER COMMON TO SECTIONS 19 AND 24 ON THE LINE BETWEEN RANGES 66 AND 67.

FOUND #5 REBAR WITH 2.5" ALUMINUM CAP, L.S. 10895, DATED 1995, MARKING THE NORTHWEST 1/16th CORNER OF SECTION 19.

FOUND A 1" INSIDE DIAMETER IRON PIPE, ACCEPTED AS MARKING THE WEST 1/16th CORNER COMMON TO SECTIONS 18 & 19. UPGRADED TO A 30" #6 REBAR DRIVEN INTO THE PIPE WITH A 2.5" ALUMINUM CAP, L.S. 33649, DATED 2022. THE TOP OF CAP IS 12" ABOVE GROUND.

POINT OF BEGINNING FOR EXCEPTION DESCRIBED IN BOOK 207 AT PAGE 543, SET AN 18" #5 REBAR WITH A BLUE PLASTIC CAP, L.S. 33649.

FOUND #6 REBAR WITH 2" ALUMINUM CAP, L.S. 16163, DATED 1998, FOUND MARKING THE QUARTER CORNER COMMON TO SECTIONS 18 AND 19.

NOTICE IN REFERENCE TO ABBREVIATIONS

On parcel and aliquot part labels, "N" = North, "E" = East, "S" = South, "W" = West, "T" = Township, "R" = Range, "4" = "Quarter" and "No." is an abbreviation of "Number".

NOTICE IN REFERENCE TO LIMITATION OF LIABILITY

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

NOTICE IN REGARD TO PLAT REFERENCES

The list of references shown hereon must not be confused with or presumed to be a comprehensive list of ALL documents, records, research, testimony, or evidence used to retrace, conclude, or determine the results of the survey. The numerically listed references hereon are provided as documentary information for the client and the public. It is not a representation of the totality of authority relied on to establish the boundary.

NOTICE IN REGARD TO MONUMENT DESCRIPTIONS

- Monuments set by L.S. 33649 (Swart) are at ground level unless noted otherwise.
- CDOT monuments are 5 inches above ground unless noted otherwise.
- Section, 1/4, and 1/16 section corner monuments are 3 inches above ground unless noted otherwise.
- Game and Fish corner monuments are 3 inches above ground unless noted otherwise.

REVISIONS	NO.	BY	DATE

OFFICE FILE NO. CO1235-092866 C.O.W.
CAD FILE NO. CO1235-092866 C.O.W.
FIELD DREW MDR/ABS
FIELD DATES 12/31/2021 - 01/13/2022
DRAFTER ABS
CONTACT Dustin Stambaugh
719-695-1030

THE S2SW4 OF SECTION 18, AND THE N2 OF THE NW4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH OF COLORADO STATE HIGHWAY 160, HUERFANO COUNTY, COLORADO

CLIENT NAME AND ADDRESS:
CITY OF WALSENBURG
525 SOUTH ALBERT STREET
WALSENBURG, CO 81089

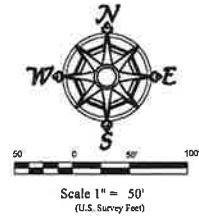
SURVEY PHYSICAL ADDRESS:
TBD CENTRO AVENUE
WALSENBURG, CO 81089

GEO MARK SURVEYING LLC
PO BOX 11001 PUEBLO,
CO 81001
(719) 248-3680
GEO.MARK@GEO.MARK.SURVEYING.COM
GEO.MARKSURVEYING.COM

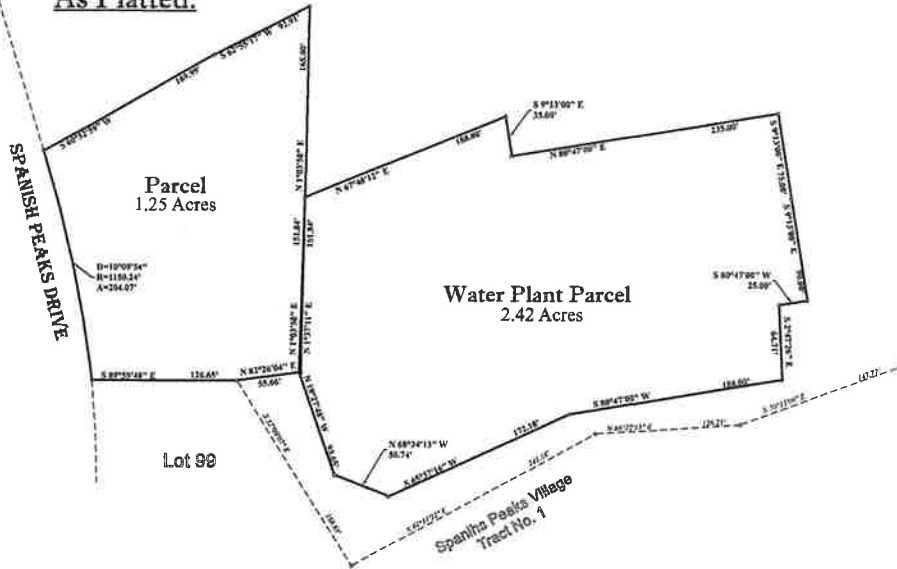
1
SHEET
1 OF 1

MAP AMENDMENT PLAT

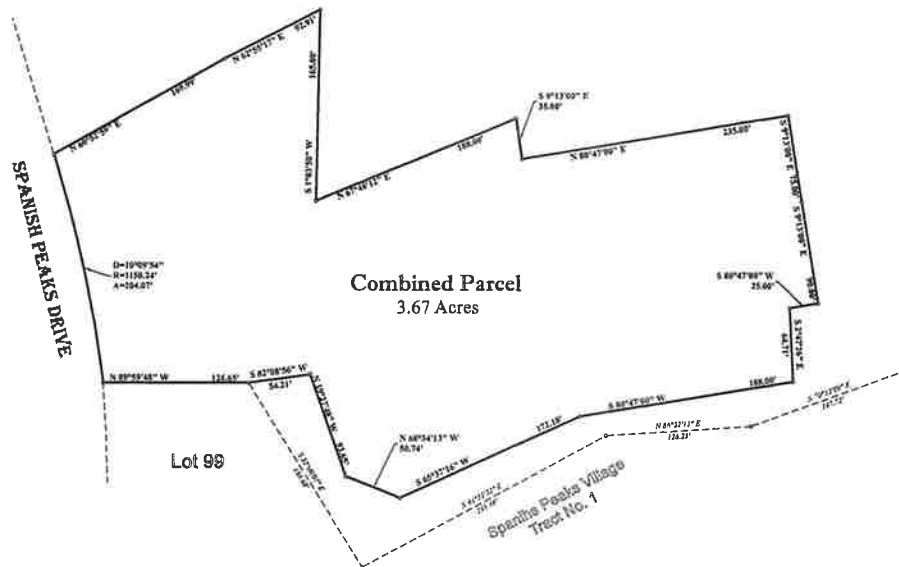
FOR SNOWY RIVER RANCHES, LLC
 A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 23
 TOWNSHIP 28 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
 COUNTY OF HUERFANO, STATE OF COLORADO



As Platted:



As Vacated:



Legal Description:

A parcel of land located to the SE 1/4 of the NE 1/4 of the SE 1/4 of Section 23, Township 28 South, Range 67 West of the 6th P.M., County of Huerfano, State of Colorado, being more particularly described as follows: Beginning at the Northwest Corner of Lot 99, Spanish Peaks Village Tract No. 1; Thence on the arc of a curve to the left, through a central angle of 109° 09' 24", having a radius of 1150.24 feet, and an arc length of 204.03 feet; Thence S 60° 32' 39" E, a distance of 160.99 feet; Thence N 62° 55' 17" E, a distance of 12.91 feet; Thence S 1° 07' 50" W, a distance of 165.00 feet; Thence N 67° 48' 12" E, a distance of 189.00 feet; Thence S 9° 17' 00" E, a distance of 35.00 feet; Thence N 89° 47' 00" E, a distance of 235.00 feet; Thence S 80° 47' 00" E, a distance of 25.00 feet; Thence S 9° 13' 00" E, a distance of 90.00 feet; Thence S 80° 47' 00" W, a distance of 25.00 feet; Thence S 2° 47' 28" E, a distance of 64.78 feet; Thence S 80° 47' 00" W, a distance of 189.00 feet; Thence S 65° 17' 00" W, a distance of 172.18 feet; Thence N 60° 14' 13" W, a distance of 39.74 feet; Thence N 19° 27' 48" W, a distance of 93.65 feet; Thence S 82° 08' 38" W, a distance of 24.21 feet; Thence along the North line of Lot 99, Spanish Peaks Village, Tract No. 1, N 89° 59' 48" W, a distance of 126.65 feet to the Point of Beginning. Containing 3.67 Acres more or less.

SURVEYORS CERTIFICATION: I, William K. Beckover, a Professional Land Surveyor registered in the State of Colorado, hereby certify as Snowy Mountain Ranches, LLC., that this Map Amendment is not based upon an actual field survey conducted by me or under my responsible charge, but is prepared using information shown on the Survey 279 and 777777777 of the records of the Huerfano County Clerk and Recorder. The property within this Map Amendment may or may not be presently monumented and if it is monumented I have not confirmed that the property plus are accurately located.

Preliminary

By: _____ Date: _____
 William K. Beckover, P.L.S. 33103
 WKS Land Surveying, LLC
 Colorado City, Colorado

This is to Certify that this Map Amendment Plat, is hereby approved this _____ day of _____, 2022, by the Board of County Commissioners, County of Huerfano, State of Colorado.

By: _____ Date: _____
 Chairperson of the Board

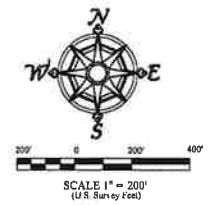
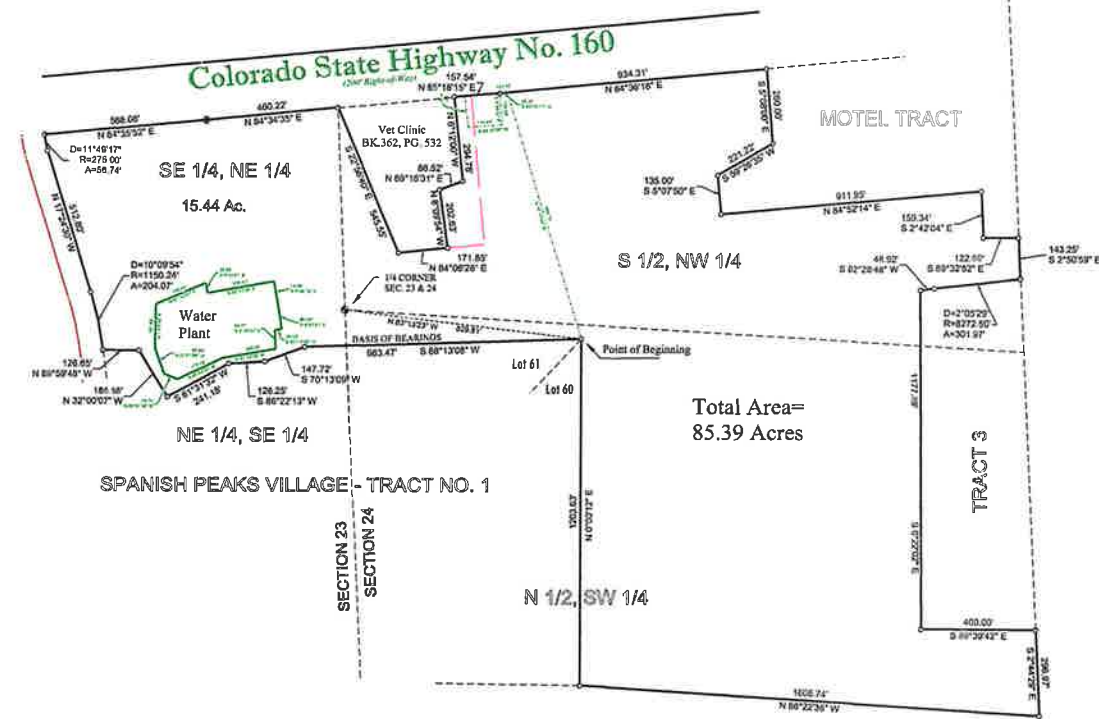
By: _____ Date: _____
 Attn: Clerk of the Board

BH LAND SURVEYING
 P.O. Box 20396, Colorado City, CO 81019
 Phone: 719-678-2072
 Email: bh@bhlandsurvey.com

Scale 1" = 50'	Date: 3-16-2022	Drawn by: WSB
Sheet: 1/1	Job No: 2022-023	

LAND SURVEY PLAT

FOR
SNOWY RIVER RANCHES, LLC
LOCATED IN A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 28 SOUTH, RANGE 67 WEST, OF THE 6th P.M.
COUNTY OF HUERFANO, STATE OF COLORADO



Total Area= 85.39 Acres

LEGAL DESCRIPTION

A parcel of land located to the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4, Section 24, and the SE 1/4 of the NE 1/4 and NE 1/4 of the SE 1/4 of Section 23, all in Township 28 South, Range 67 West, of the 6th P.M. lying south of Colorado State Highway 160, in the County of Huerfano, State of Colorado, and being more particularly described as follows:

Beginning at the Northeast Corner of Spanish Peaks Village, Tract No. 1, as filed for record October 11th 1967 as Reception No. 23311, in Deed No. 1, Map 79, from which the West 1/2 Corner said Section 24 bears N 88° 13' 22" W, a distance of 821.91 feet; thence along the northerly boundary of said Spanish Peaks Village, the following (5) courses: 1) S 81° 13' 09" W, a distance of 160.47 feet; 2) S 10° 13' 09" W, a distance of 147.72 feet; 3) S 88° 22' 13" W, a distance of 126.25 feet; 4) S 61° 31' 32" W, a distance of 241.18 feet; 5) N 82° 00' 07" W, a distance of 188.66 feet; 6) N 89° 59' 59" W, a distance of 126.65 feet to the east right-of-way line of Spanish Peaks Disturbed as shown on said plat of Spanish Peaks Village, thence continuing along said east right-of-way line, the following Three (3) courses: 1) on the arc of a curve to the left, having a radius of 1130.24 feet, through a central angle of 10° 09' 54", an arc length of 204.07 feet; 2) N 11° 24' 50" W, a distance of 512.80 feet; 3) on the arc of a curve to the right, having a radius of 215.00 feet, through a central angle of 11° 49' 17", an arc length of 56.74 feet to the southerly right-of-way line of Colorado State Highway No. 160; thence continuing along said southerly right-of-way line, the following Two (2) courses: 1) N 84° 35' 32" E, a distance of 368.08 feet to a standard right-of-way monument; 2) N 84° 34' 35" E, a distance of 460.23 feet to the Northwest Corner of a parcel of land recorded in Book 362 at page 532 of the Huerfano County Records, thence continuing along the west, south and east boundary line of said parcel, the following Three (3) courses: 1) S 22° 56' 40" E, a distance of 543.53 feet; 2) N 84° 00' 28" E, a distance of 171.83 feet; 3) N 09° 09' 34" W, a distance of 202.63 feet; 4) N 69° 18' 11" W, a distance of 86.32 feet; 5) N 69° 12' 01" W, a distance of 204.78 feet to the southerly right-of-way line of Colorado State Highway No. 160; thence N 83° 18' 15" E, along said southerly right-of-way, a distance of 157.54 feet to an iron pin; thence N 86° 36' 18" E, a distance of 134.31 feet; thence S 83° 08' 00" E, a distance of 260.00 feet; thence S 59° 26' 35" W, a distance of 231.22 feet; thence S 05° 07' 50" E, a distance of 132.00 feet; thence N 86° 52' 14" E, a distance of 91.125 feet; thence S 02° 42' 04" E, a distance of 159.34 feet; thence S 89° 32' 32" E, a distance of 122.69 feet; thence S 02° 50' 59" E, a distance of 143.230 feet; thence on the arc of a curve to the right, through a central angle of 02° 43' 23", whose radius is 872.50 feet, an arc length of 301.97 feet, said curve having a chord bearing of 63° 48' 07" W, a distance of 301.55 feet; thence S 82° 28' 46" W, a distance of 48.57 feet; thence S 00° 22' 02" E, a distance of 1177.89 feet; thence S 89° 35' 42" E, a distance of 400.00 feet to the south-southwest corner of Section 24; thence S 02° 44' 29" E, along said north-south centerline, a distance of 236.97 feet to the South line of the N 1/2 of the SW 1/4 and Section 24; thence N 86° 22' 29" W, along said South line, a distance of 1600.74 feet to the Easterly line of Spanish Peaks Village, Tract No. 1; thence along said Spanish Peaks Village Tract No. 1, N 00° 00' 12" E, a distance of 1203.61 feet to the True Point of Beginning, containing 87.81 acres total less 2.42 acres for the Water Treatment Plant for net area of 85.39 acres.



VICINITY MAP

"NOTICE": According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such a defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

This survey does not constitute a title search by Wachob and Wachob, Inc. of the property shown and described herein to determine ownership of this tract, verify the compatibility of this description with that of adjacent tracts or verify correctness of record.

BASIS OF BEARINGS: S 88° 13' 08" W, along the northerly line of Spanish Peaks Village No. 1, Lot 61 through 66 marked by 1/2" iron on both ends.

I hereby certify to Snowy River Ranches, LLC, that this plat was prepared by me or under my direct responsibility, upon view and checking and the parcel is monumental as shown to the best of my knowledge and belief.

By: _____ Date: _____
Professional Land Surveyor, No. 19927
Wachob and Wachob, Inc.
Colorado City, Colorado

Parcels: CITY OF WALSENBURG

Parcel: 42120
Name: CITY OF WALSENBURG
Subdivision:
Address: WALSENBURG
Address2:
Address3:
Address4:
Zipcode: 810,890,000
Physical Address:
Map number:

To View Legal filings please see
[Zoom to](#) ...



City-owned land
(8-acre-swap)¶

Huerfano County
Board of County Commissioners
Staff Report – Permit #22-54 Map Amendment and Vacation of
Right-of Way in Cuchara Mountain Park, Filing 4
Meeting Type – Action on Planning Commission Recommendation

April 22, 2024

Update on quiet title to remove deed restrictions on Tracts L2 and L3:

In February, 2023, the applicant, Jonathan Hotaling of JJH Property 3, applied for a plat amendment and vacation of right-of-way to reconfigure the properties known as Tracts B1, B2, B3, L2 and L3. Because of deed restrictions on L2 and L3 that set aside recreational open space in perpetuity, the Commissioners conditionally approved the application on the condition that the applicant get a decree from the District Court supporting the removal of deed restrictions.

In 2020, as part of the dissolution of the Cuchara Mountain Park Master Homeowners Association, these deed restrictions were removed, however, a homeowners' association does not have the authority to remove a deed restriction according to Section 2.02.11(2) of the Huerfano County Land Use Code, which states that deed restrictions and easements created as part of a subdivision cannot be removed without the consent of the Board of County Commissioners.

When this case was first brought before the Board of County Commissioners in February of 2023, Commissioners made a motion to neither approve nor deny the application and asked the applicant to seek a declaratory judgment from the courts supporting the claim that the deed restrictions were moot because the right to access the properties was granted to the dissolved Cuchara Mountain Park Master Homeowners Association and to “owners, tenants, and guests of grantee or Cuchara Mountain Resort.” It was not clear whether “Cuchara Mountain Resort” referred to the entire Panadero Subdivision, or if it was limited to members of the Cuchara Mountain Park Master Homeowners Association. The HOA was labeled as the “Grantor” in the deed restriction, and the deed restrictions were written to apply to both the Grantor and Cuchara Mountain Resort. In the complaint submitted to District Court, applicant stated that:

“Cuchara Mountain Park” can commonly be construed as the successor of Cuchara Mountain Resort. However, Cuchara Mountain Resort did not legally exist as an entity at the time of transfer of part of subject property (L2 and L3, Panadero Filing #4). The Cuchara Mountain Resort that is referred to in the Warranty Deed at Reception number 340385 is not the same as the Cuchara Mountain Resort, Inc. on file with the Secretary of State. Said entity was created more than a decade after said Warranty Deed. Therefore, Plaintiff asserts that declaring the restrictions, regarding use of open space and common areas, in this deed as no longer valid and enforceable, given the facts of the situation set forth herein...

The Applicant filed a quiet title suit which was settled in Huerfano County District Court, case number 2023CV30049, that establishes that he owns the properties listed below in fee simple, and that no defendant has any title or interest in the property. Defendants named were Huerfano County and any and all persons who claim any interest in the subject matter of the complaint. The County Attorney signed a waiver and acceptance of service on Nov. 9, 2023.

With the completion of the quiet title process, application 22-54 for plat amendment and vacation of right-of way is presented again to the Board of County Commissioners.

Request:

The land use application 22-54 includes the following four requests:

- 1. Plat Amendment rearranging lot configuration in Cuchara Mountain Park, Filing 4:** pursuant to LUR Section §2.14 to rearrange the lot lines of a part of Cuchara

Mountain Park Estates, Filing #4 and to establish a private, gated road as well as a non-motorized access easement heading north/south on the east side of Parcels E and G – This pathway would provide access to the ski lift located just south of the property. The site is known as Tracts B1, B2, B3, L2 and L3 (Parcel Numbers 122419, 122420, 122421, 122424 and 122425).

The Cuchara Mountain Park subdivision designated Tracts B1, B2 and B3 with higher density limits than are allowed in the Urbanizing Residential zoning district; as part of this plat amendment, those allowed densities are redistributed to the proposed new lots.

The Planning Commission passed a motion to consider the 8-parcel layout a Plat Amendment.

2. **Request for a property tax exemption for lots E, G and H** as long as they remain undeveloped in exchange for a proposed 50' perpetual easement on the east side of Parcel E and G, a 20' public access easement on the west side of Parcel H, as well as on the southern portions of Parcels E and G containing ski runs. Public access would be granted to the entirety of these parcels as long as they remain undeveloped.
Note: Property tax exemptions must go through the State Property Tax Administrator. If the property were to be deed restricted as open space and development disallowed, the County would use a different formula to assess the property value than is used for vacant land.
3. **Request that Huerfano County pay 25% of the total survey costs** (\$6,000 – \$12,000) in exchange for the dedication of a 50' public access easement and use of parcels E and G and H as public open space while parcels remain undeveloped.
4. **Vacation of a part of Yosemite Ln and Teton Ridge Dr:** Yosemite Ln. previously served to give access to the recreational easement on Tract L3 and to Tract B3. With the elimination of Tract L3 and the reconfiguration of the tracts into parcels, parcels E, G and H are accessible through the non-motorized access easement proposed. The 50' wide segment of Parcel H that extends along the border with the National Forest is not marked as an easement, and it includes a gate. The purpose of this segment is to create a buffer between Forest Service land and Parcels D and F to reduce insurance costs for improvements on those parcels. Public access would be allowed on Parcel H as long as it remains undeveloped.

County Ownership: The County came to own these roads as part of a tax sale; they were not deeded to the County as ROW with the original filing. On Map 425 – Panadero Development Filing No. 4 from 1999, Note 7 states: “Yosemite Lane, Teton Ridge Drive and Denali Ridge Road are private ownership access roads to be maintained by Cuchara Mountain Park Estates Homeowners Association. A 50-foot easement is granted for any underground utility in the private access road, for the purpose of installing and maintaining any and all underground utilities within the road right-of-way. A 50-foot easement is granted on all private access roads for emergency access.”

Note: The 50' utility easement is not subject to this vacation request.

Zoning

The subject property is zoned Urbanizing Residential. Zoning standards for this district are set forth in LUR Section §1.03. The zone permits by right the building of a single family residence on each lot, which is in accordance with the applicant's stated intent to build off-grid single family residences and garages on lots B, C and F. Lots B1, B2 and B3 were granted higher densities as part of the Cuchara Mountain Park, and are labeled as Multi-Family tracts on Map 425, and combined were originally planned to support up to 268 units on 28.51 acres (an average of 9.4 units/acre, though intended densities varied by tract); the proposed maximum number of units would be 240, a 10.4% reduction. Developing to this level of intensity is not the applicant's intent at this time.

Amendment to Scope and Density:

In the original application, the applicant proposed the creation of six lots. Subsequently, an alternative proposal for the creation of eight lots was presented to the Planning Commission along with new proposed densities for each lot.

In the Panadero Filing #4; Tract B1 allowed 150 units on 10.23 acres (14.7 units/acre); Tract B2 allowed for 80 units on 7.86 acres (10.2 units/acre); and Tract B3 allowed for 30 units on 2.46 acres (12.2 units/acre).

acre). Tracts L2 and L3 were dedicated as open space. The combined tracts covered by this request permit an aggregate total of 260 units. The average density allowed on B1, B3 and B3 is 12.7 units/acre – after adding the acreage from Tracts L2 and L3 and reducing the total number of units allowed to 240, the new proposed average density would be 9.4 units/acre.

The current proposal proposes the following maximum units per lot:

Lot	Acearage	Units	Density (units/acre)
A	1.69	16	9.5
B	2	19	9.5
C	2.75	26	9.5
D	2.23	21	9.4
E	2.35	22	9.4
F	8.61	81	9.4
G	3.72	35	9.4
H	2.25	21	9.3

TOTAL: 25.6-acres 240 units Average of 9.4 units/acre

Process for Plat Amendment

(2.14.01):

1. If more than three new lots are created and no public right of way or other public space is dedicated, PC recommendation on whether to treat application as subdivision or plat amendment.
2. Full application submitted; Staff determines completeness, routes to relevant referral agencies and schedules public meeting with PC and prepares staff report
3. PC public meeting and recommendation
4. BOCC public meeting and decision

Noticing: BOCC may require notification of review agencies or other interested parties.

Eligibility: (2.14) Minor changes that do not include modifications which significantly alter the intended land uses, density, number of lots, circulation system, drainage easements, dedicated land or encompass more than 25% of land included within a recorded subdivision. Scope can include adjustment of lot lines, replatting of lots, reconfiguration of dedicated streets and easements and reserved sites. If more than three new lots are created, Planning Commission shall determine if proposal shall be considered a plat amendment or subdivision.

Eligibility Note: Cuchara Mountain Park Estates Filing 4 consists of approximately 61 acres. The parcels being reconfigured amount to approximately 27.4 acres, or about 45% of the land included within the recorded subdivision.

Planning Commission Determination:

The Planning Commission had decided that this application can be treated as a plat amendment. A Plat Amendment must be under 25% of the total area of a subdivision. This application constitutes about 45% of the subdivision filing in which it is located, however, if the Cuchara Mountain Resort Panadero Subdivision, which includes Filing #4, is considered the subdivision, then this would satisfy that criterion.

Process for Vacation

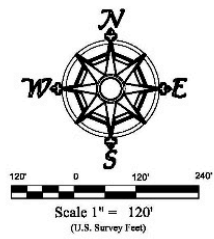
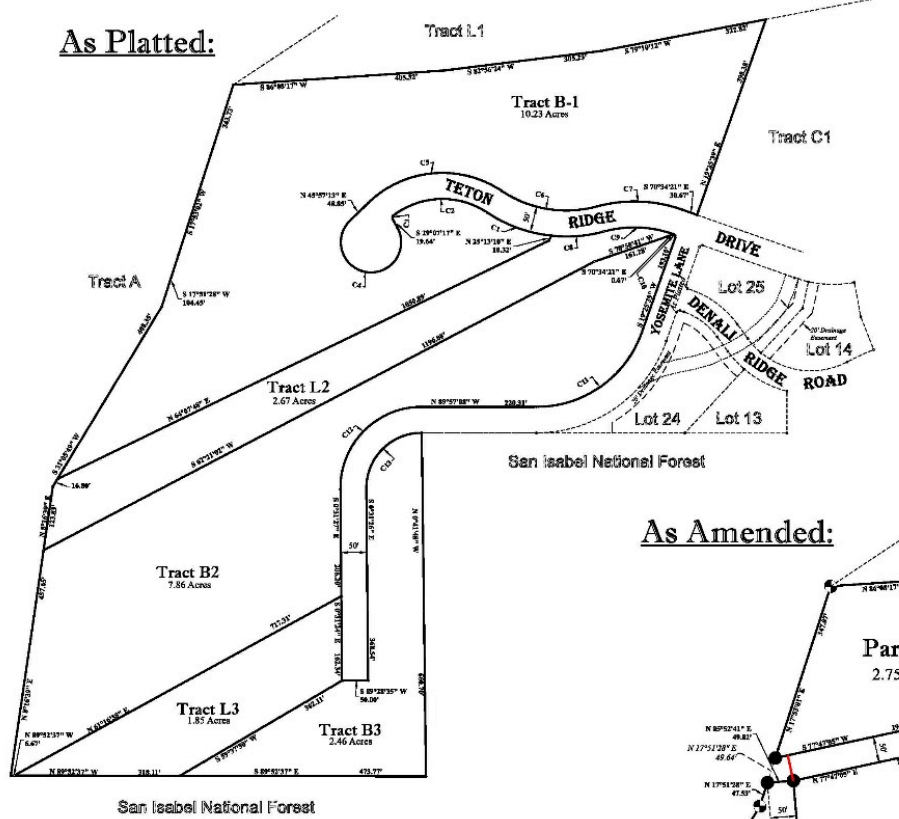
(2.15.01)

1. Staff determines completeness, routes to relevant referral agencies and schedules & posts notices for public meeting /public hearing with PC and prepares staff report
2. Public notices and notices to referral agencies
3. PC public hearing and recommendation
4. BOCC public meeting and decision.

Map Amendment and Road Vacation FOR JJH PROPERTY 3, LLC.

Tracts B1, B2, B3, L2 and L3, Cuchara Mountain Park Estates
Panadero Development Filing No. 4
a Planned Unit Development
County of Huerfano, State of Colorado

As Platted:



KNOW ALL MEN BY THESE PRESENTS: That JJH Property 3, LLC being the sole owner of the following described property:
Tract B-1, B-2, B-3, L-2 and L-3, Cuchara Mountain Park Estates (Panadero Development, Filing No. 4), Recorded Map No. 425, Recorded August 2, 1999 at Reception No. 340387, According to the Records of the Clerk and Recorder for Huerfano County, Colorado
That JJH Property 3, LLC, is the sole owners of that real property situated in Huerfano County, Colorado, has caused said real property to be laid out and surveyed as Parcel A, B, C, D, E, and F of Map Amendment and Easement Vacation, Huerfano County, State of Colorado, and does hereby accept the responsibility for the completion of required improvements and does hereby dedicate and set apart all of the roads and other public improvements and places as shown on the accompanying plat to the use of the public forever, and does hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat as easements for the purpose shown hereon, and does hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established

Jonathan Hotaling (Owner, JJH Property 3, LLC) Date: _____
Jennifer Hotaling (Owner, JJH Property 3, LLC) Date: _____

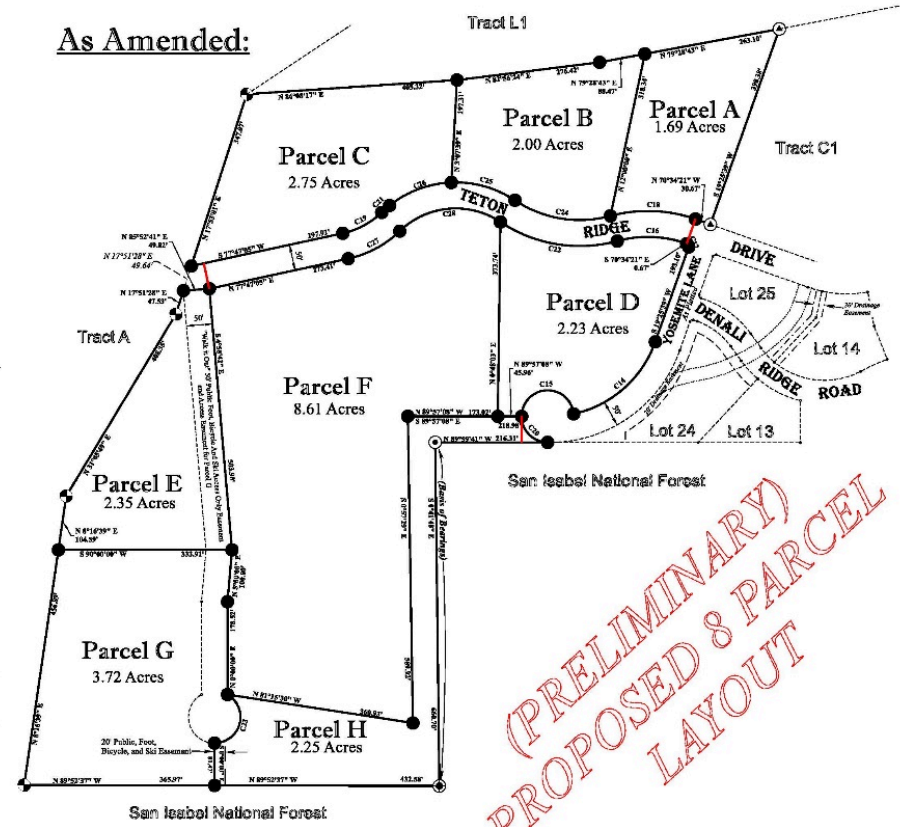
STATE OF COLORADO)
COUNTY OF) ss
The foregoing instrument was acknowledged before me this _____ day of _____, 2022, A.D. by Jonathan Hotaling and Jennifer Hotaling
WITNESS MY HAND AND OFFICIAL SEAL:
My Commission Expires: _____ Notary Public

I, William S. Bechaver, a Professional Land Surveyor, registered in the State of Colorado, hereby certify to the Board of County Commissioners, of the County of Pueblo and to JJH Property 3, LLC, that a survey of the above described premises was conducted by me or under my direct responsible charge. That this plat of Map Amendment and Road Vacation complies with the minimum standards for Land Surveys and Plans as set forth in Section 38-51-106 et. Seq. C.R.S. 1995 (as amended).
William S. Bechaver PLS No. 38163
BH2 Land Surveying, LLC Date: _____

This is to certify that this Map Amendment Plat and Road Vacation, is hereby approved this _____ day of _____, 2022, by the Board of County Commissioners, County of Huerfano, State of Colorado.

By: _____ Date: _____
Chairperson of the Board
By: _____ Date: _____
Ancst: Clerk of the Board

As Amended:



**(PRELIMINARY)
PROPOSED 8 PARCEL
LAYOUT**

LEGEND

- ⊙ FOUND, BLM BRASS CAP
- ⊙ FOUND, 1/2" REBAR WITH PLASTIC CAP, PLS 16163
- ⊙ FOUND 1/2" REBAR WITH PLASTIC CAP, PLS 27265
- ⊙ FOUND 3/4" REBAR, WITH 2" ALUMINUM CAP, PLS 16163
- ⊙ SET, 1/2" REBAR WITH YELLOW CAP, PLS 38103
- PROPOSED PRIVATE GATE

"REFERENCES"

- 1) Plat Cuchara Mountain Park Estates, Reception No. 340387
- 2) Special Warranty Deed, Reception No. 425899
- 3) Special Warranty Deed, Reception No. 425898
- 4) Declaration of Access Easement, Reception No. 418879

BASIS OF BEARINGS: S 0°41'48" E, (per Plat of Cuchara Mountain Park Estates) along the East line of Parcel D, With a BLM Brass cap on the South End and a 3/4" rebar with an Aluminum Cap, PLS 38103 on the North End, monumented as shown hereon.

"NOTE:" This survey does not constitute a title search by BH2 Land Surveying, LLC, to determine ownership or easements of record.

"NOTE" Client did not request a search for recorded Rights-of-Way and Easements.

"NOTICE:" According to Colorado law you must commence any legal action based upon any defect in this survey with in three years after you first discover such a defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

Curve Table	CURVE	DELTA	RADIUS	ARC
C1	27°36'35"	275.00'	132.52'	
C2	71°16'49"	155.00'	102.83'	
C3	81°11'23"	5.00'	7.11'	
C4	254°21'23"	58.00'	257.48'	
C5	77°44'39"	205.00'	278.16'	
C6	48°52'06"	225.00'	191.91'	
C7	34°35'53"	275.00'	166.00'	
C8	21°15'31"	275.00'	102.03'	
C9	34°35'53"	225.00'	135.87'	
C10	89°53'41"	5.00'	7.84'	
C11	70°37'13"	215.00'	265.00'	
C12	90°34'18"	156.00'	247.55'	
C13	90°34'18"	106.00'	168.51'	
C14	58°20'22"	215.00'	218.92'	
C15	174°43'15"	50.00'	152.47'	
C16	34°35'53"	225.00'	135.87'	
C17	89°53'41"	5.00'	7.84'	
C18	34°35'53"	275.00'	166.00'	
C19	31°49'52"	155.00'	86.11'	
C20	89°51'51"	50.00'	78.42'	
C21	5°37'53"	205.00'	20.15'	
C22	48°52'06"	275.00'	234.55'	
C23	150°00'00"	50.00'	130.90'	
C24	48°52'06"	225.00'	191.91'	
C25	36°03'22"	285.00'	129.01'	
C26	36°03'22"	285.00'	129.01'	
C27	31°49'52"	205.00'	113.89'	
C28	77°44'39"	155.00'	210.32'	

BH² LAND SURVEYING
P.O. Box 20359, Colorado City, CO 81019
Phone: 719-676-2072
Email: bh2@bh2survey.com

Scale 1" = 120' Date: 1-6-2023
Sheet 1/1 Job No. _____

Site Map: (see page 4)

Code References

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

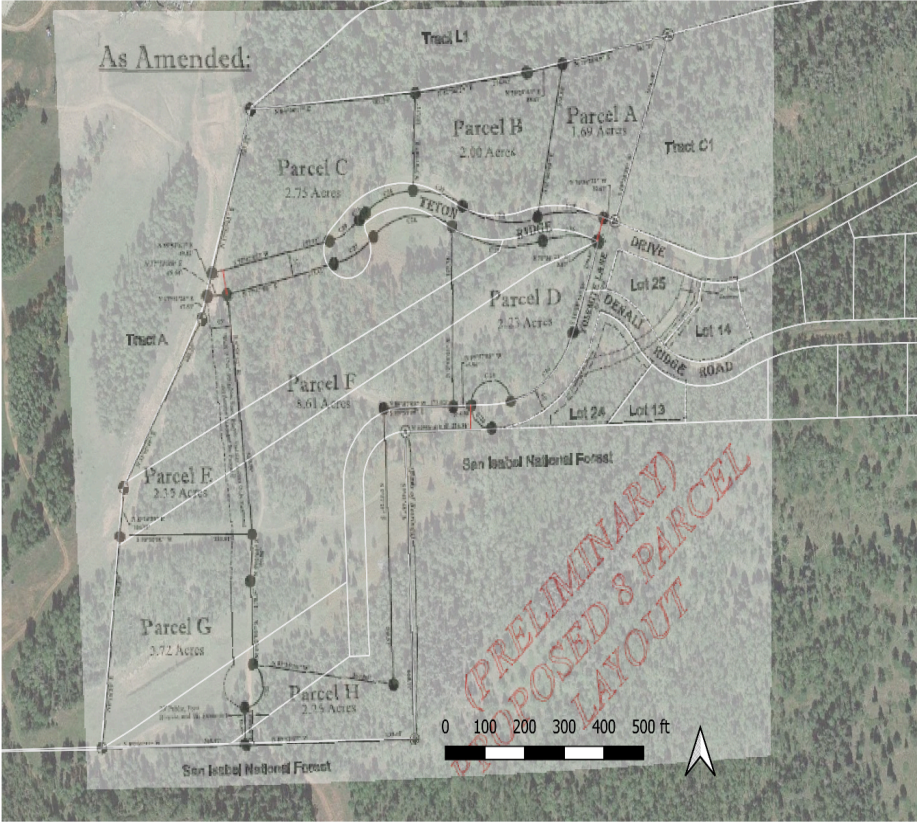
- § 2.14 – Plat Amendment
- § 2.15 Vacation
- § 2.02.11 Dedication of Land for Open Space

- The Board of County Commissioners may require the dedication, reservation or conveyance of areas or sites suitable for open space, flood control, scenic areas and related uses. The location of such sites shall be agreed upon by the applicant and the County, and in an amount of at least ten (10) percent of the total area of the subdivision. The proposed open space(s) shall be reasonably adopted for use for park land and recreational or other purposes, taking into consideration such factors as size, topography, geology, access and location of the proposed subdivision and the land earmarked for dedication.

Staff Comment: Filing 4 contains 59.26 acres; L1 contains 7 acres, L2 2.67 acres and L3 1.85 acres. L1, which is owned by the County, represents more than 10% of the area of Filing 4.

Map showing overlay with satellite image. Ski runs on portions of parcels E and G are to be dedicated as public open space.

22-54 Plat Amendment



On November 8, 2022, an Application for a Plat Amendment, Application Fees, and attachments were received by the County.

At the Planning Commission on December 8, 2022, the Commissioners asked for more information on proposed densities on each lot, given that the original tracts each permitted a specific number of units. In changing the shape and arrangement of lots, new proposed densities or maximum number of units were described for each lot. These numbers represent a slight reduction in total allowable units.

The Planning Commission asked if the original declarations to the Master Homeowners Association could be produced, as this was a missing attachment in the articles of dissolution. Those have been found and area attached.

On February 14, 2023, the Board of County Commissioners heard the case and voted to neither approve nor deny the application. The Commissioners requested that the applicant resolve the legal question about the deed restrictions on Tracts L1 and L2 with a declaratory judgment from a court. The applicant has since completed a quiet title process, in which his ownership in fee simple is established and defendants were declared to have no interest or title to the properties.

Proposals:

Plat Amendment

The intent of the Applicant is to build single family homes on Parcels C, D and F with no immediate development plans for other Parcels. The Applicant has stated an intent to allow public use of parcels E, G and H until plans to develop those are made. This offer is made in conjunction with requests for the County to pay for 25% of the survey and for a property tax exemption for these lots so long as they remain undeveloped. It is not clear from the application if the intent to grant public access to parcels E and D and to dedicate a non-motorized access easement is conditional on the County's agreement to these requests.

Vacation of a portion of Yosemite Ln. and Teton Ridge Dr.

Yosemite Ln. has not been built; a track cut through lots 25 and 24 has been used and declared an access easement. The Applicant does not intend to cut Yosemite Rd in its platted location, and intends instead to use the access easement through lots 24 and 25. Establishing the road as platted, the Applicant claims, would be detrimental to the subdivision's appeal, operation, the forest, and drainage.

To this point, the owners of lots 24 and 25 have emailed objections. They would like to see the road cut as platted rather than perpetuating the use of the access easement through their parcels. The Applicant would prefer to vacate Yosemite Rd as platted and replat the road where the easement exists. The applicant states that owners of parcels in the subdivision, namely those down Denali Ridge Rd. have always used this easement, however none of those parcels have been developed to date.

The vacation of a portion of Teton Ridge Dr. includes an extension and realigning its placement as a private road. Instead of ending in a cul-de-sac, it would extend to the property boundary and connect to the non-motorized access easement proposed on the east side of Lot E, giving access to lots E and D, neither of which have near-term plans for development. The applicant does not have plans to construct the extension of Teton Ridge Dr at this time, but wishes to plat it on the map.

Application Materials

Requirements for a Plat Amendment: Proof of ownership; approved and recorded final plat along with proposed amendments; narrative statement explaining why proposed changes should be approved by the Planning Commission and BOCC.

Requirements for a Vacation of R.O.W:

Proof of ownership; copy of approved and recorded plat and vacated plat; narrative statement; legal description, area of land to be vacated.

Staff Comment: Acreage of proposed vacation of ROW is not included in letter.

Code References and Criteria for Action

2.14 Amendments to Approved and Recorded Plats

Minor changes to an approved and recorded plat shall not be considered a subdivision of land within the intent and definitions of these regulations, so long as the minor changes are not undertaken for the purposes of circumventing these subdivision regulations and so long as the minor changes do not include modifications which significantly alter the intended land uses, density, number of lots, circulation system, dedicated land or encompass more than twenty-five (25) percent of the land included within an overall site within an approved and recorded subdivision. Specifically included within the scope of minor changes are the following actions: the adjustment and revision of lot lines, the re-platting of lots, the reconfiguration of dedicated streets and easements and reserved sites, along with similar minor changes to an approved and recorded plat, so long as the minor changes create no nonconforming lots, nor significantly alter street and road locations, drainage easements or violate the subdivision design standards contained herein. If more than three new lots are created, Staff analysis of impact and recommendation on whether it should be an amendment or subdivision to Planning Commission for determination on how to treat the application.

2.14.03 Criteria for Action on a Plat Amendment Application

All actions by the Planning Commission in reviewing and making recommendations on an application to amend an approved and recorded plat and by the Board of County Commissioners in approving or disapproving such applications shall be based in general upon the provisions of these regulations and specifically on the following criteria:

1. That the proposed amendment meets the qualifications stated herein for a minor change to the approved and recorded plat.
2. That the proposed amendment would be consistent with all other provisions of these regulations and would not cause significant hardship or inconvenience for adjacent or neighboring land owners or tenants.
3. That the proposed amendment would be beneficial to the public health, safety or welfare of County residents.

2.15.03 Criteria for Action on a Vacating Application

All actions by the Planning Commission in reviewing and making recommendations on an application to vacate an approved and recorded plat or easement and by the Board of County Commissioners in approving or disapproving such applications, shall be based in general upon the provisions of these regulations and specifically upon the following criteria:

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

2.15.04 Vacating of Roads, Streets and Highways

Any conflicting provisions contained within these regulations, notwithstanding the procedures for vacating roads, streets and highways shall conform to the provisions contained in Section 43-2-301, et seq. Colorado Revised Statutes.

Analysis

The proposed vacation of a portion of Yosemite Ln as well as the vacation of Teton Ridge Dr. in combination with the elimination of the recreational easements on L2 and L3 reduces connectivity between lots in Filing 4 and the ski area. Leaving the extension of Teton Ln open to public access would provide a more direct connection between Filing 4 properties and the ski area. If closed to public access, property owners along Denali Ridge and Teton Ridge would have to walk about 1/3 mi farther to reach public lands at the ski resort. At this time, because there is no other development along Denali Ridge or Teton Ridge, closing Teton Ridge causes no immediate impact to access.

The applicant proposes to use this property for the construction of 3 to 4 single-family homes, which is of lower intensity than what was permitted in Map 425 for the area in 1999, which planned 150 units for Tract B1, 80 units for Tract B2, and 30 units for Tract B3. However, the applicant proposes maintaining the right to increase the intensity of development of the parcels to a level slightly lower level than permitted by the original subdivision map.

These parcels were originally envisioned for higher density development, likely as the location of a resort. Accordingly, the Planning Commission has recommended that this be considered a plat amendment rather than a subdivision. The proposed rearrangement of lots comes with a proposal to slightly lower the total potential density and no new development rights are being created with this amendment.

The shape of proposed Parcel D is unusual and has been designed as such to create a buffer between USFS land and property on which applicant intends to build to reduce insurance costs, which are higher when abutting Forest Service land. The 50'-wide strip heading north and east along the Forest Service border represents about 35% of the total area of the parcel and is unbuildable due to setbacks. National forest access is still technically possible from the proposed cul-de-sac at the end of Yosemite Ln.

Referral Comments

Prior to submittal, two adjacent property owners wrote to object to a plan to re-route Yosemite Ln from its platted position to the path that exists on the ground and which passes through Lots 24 and 25. When the application was submitted, this was not part of the proposal, however, using the existing access easement instead of building Yosemite Ln as platted is proposed.

Recommendations Made by the Planning Commission on 2/09/23

Plat Amendment:

1. Motion to consider the 8-parcel layout a plat amendment.
(Motion by White, Seconded by Falk, unanimous - passed)
2. Motion to recommend approval of the Plat amendment as proposed.
(Motion by White, second by Brown, unanimous; motion passed)

Vacation of Right of Way

3. Motion to recommend approval of the request to vacate a portion of Teton Ridge Dr. and Yosemite Ln.

(Motion by White, second by Falk; unanimous – Motion passed)

Note: This includes a reconfiguration of the platting of Teton Ridge Dr as a private, gated road and the termination of Yosemite Ln just past the property line.

Tax Exemption for Lots E, G and H

4. Motion to recommend approval of Applicant's request for property tax exemption on Parcels E, G and H, so long as they remain undeveloped and in exchange for the proposed 50' perpetual easement on the east side of Parcel E and G and the 20' public access easement on the west side of Parcel H as well as on the southern portions of Parcels E and G containing ski runs. Public access would be granted to the entirety of these parcels as long as they remain undeveloped.

(Motion by White, seconded by Edmundson. White, Edmundson, Brown in favor; Falk and Lyons opposed; motion passed.)

Note: Tax exempt status is granted by the State Property Tax Administrator. If the property were to be deed restricted as open space and development disallowed, the County would use a different formula to assess the property value than is used for vacant land.

County Contribution to Surveying Costs

5. Motion to recommend approval of Applicant's request for the County to pay 25% of the total survey cost (\$6,000 – 12,000) in exchange for dedication of 50' public access easement and use of lots E and G and H as public open space.

(Motion by White, second by Brown; White, Brown, and Falk in favor; Lyons, Edmundson opposed – motion passed)

Note: Requests for County contributions to survey costs are not typically part of plat amendment applications.

6. Motion to recommend approval of amended densities on each lot.

(Motion by White, second by Brown; unanimous – motion passed)

Note: Amended proposed densities between 9.3 and 9.5 units/acre are lower (a combined total of 260 units were originally allowed on Tracts B-1, B-2 and B-3 in the 1997 Master Plan; the new proposed total is 240).

The BOCC may take the following actions on each of the Planning Commission's recommendations:

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

Attachments

1. Application: Plat Amendment
2. Application: Vacation
3. Letter of Request
4. Supporting Documentation Letter
5. Plat Amendment/Vacation Map

6. Termination of Cuchara Mountain Park Master Homeowner Association
7. Declaration of access easement (through lots 24 and 25)
8. Proposed Density for 8-lot map
9. Map of Cuchara Mountain Estates Filing 4
10. Emails from neighbors
11. Deeds to Property
12. 1999 Warranty Deed for L2 and L3 showing deed restrictions
13. Quiet Title: Complaint
14. Quiet Title: Summons
15. Quiet Title: Proof of publication
16. Quiet Title: Judgment

Land Use Application #22-054
Plat Amendment and Road Vacation
Attachment 1 - Application



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

GENERAL LAND USE APPLICATION

Application File No.: _____
Date Received: _____
Received by: _____
Fees due: _____ Date Paid _____

1. ACTION(S) REQUESTED:

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

2. APPLICANT AND OWNER INFORMATION:

Applicant Name: BH² Land Surveying, LLC (William S. Bechaver)
 Applicant's Mailing Address: PO Box 20399, Colorado City, CO 81019
 Applicant's Telephone: 719-676-2072 Email: bh2@ghvalley.net
 Name of Land Owner: JH Property 3, LLC (Jonathon & Jennifer Hotaling)
 Land Owner's Mailing Address: _____
 Land Owner's Telephone: 303-725-7550 Email: jon@libertyservice.group

3. PERMIT DETAILS:

Detailed project description/Scope of Work: To rearrange lot lines to create more usable lots, possible dedication of easement and establish private gated road (walk-it-out).

Parcel Area: 25± Acres; Zoning District(s): UR
 Parcel/Schedule Number(s): 122419, 122424, 122420, 122425, 122421
 Parcel Address (optional): _____
 Current/Proposed Land use (see §1.05 of the Land Use Code): Future Residence

GENERAL LAND USE APPLICATION

If project is in an HOA, HOA name: N/A

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

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

If YES, describe existing conditions: _____

Value of proposed project: _____

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

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

Additional pertinent information: _____

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

4. CERTIFICATION BY THE APPLICANT:

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

Signature of Applicant: _____ Date: _____

Printed name: _____

5. ACTION (by the authorized permitting authority):

- Final Approval
- Conditional Approval
- Denial

Name _____ Signature _____

Title _____ Date _____

Comments _____

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



GENERAL LAND USE APPLICATION

Application File No.: _____
Date Received: _____
Received by: _____
Fees due: _____ Date Paid _____

1. ACTION(S) REQUESTED:

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

2. APPLICANT AND OWNER INFORMATION:

Applicant Name: BH2 Land Surveying LLC (William S. Bechaver)
Applicant's Mailing Address: PO Box 20399, Colorado City, CO 81019
Applicant's Telephone: 719-676-2072 Email: bh2@ghvalley.net
Name of Land Owner: JH Property 3, LLC (Jonathan & Jennifer Hotaling)
Land Owner's Mailing Address: _____
Land Owner's Telephone: 303-725-7550 Email: jon@libertyservice.group

3. PERMIT DETAILS:

Detailed project description/Scope of Work: To vacate a portion of Yosemite Lane and Teton Ridge.

Parcel Area: 25[±] Acres; Zoning District(s): UR
Parcel/Schedule Number(s): 122419, 122424, 122420, 122425, 122421
Parcel Address (optional): _____
Current/Proposed Land use (see §1.05 of the Land Use Code): private Road

GENERAL LAND USE APPLICATION

If project is in an HOA, HOA name: NI/A

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

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

If YES, describe existing conditions: _____

Value of proposed project: _____

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

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

Additional pertinent information: _____

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

4. CERTIFICATION BY THE APPLICANT:

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

Signature of Applicant: _____ Date: _____

Printed name: _____

5. ACTION (by the authorized permitting authority):

Final Approval Conditional Approval Denial

Name _____ Signature _____

Title _____ Date _____

Comments _____



BH² LAND SURVEYING, LLC

P.O. Box 20399
 Colorado City, CO 81019
 Phone: 719-250-5028
 Email: bh2@ghvalley.net

Letter of Request for Map Amendment and Road Vacation and Dedication Tracts B1, L2, B2, L3, B3, Cuchara Mountain Park Estates Filing #4*

Date: November 3, 2022

Owners: JJH Property 3, LLC, 3327 Springridge Cir, Colorado Springs, CO 80906, Jon & Jen Hotaling owners. 303-725-7550

Owners Representative: BH2 Land Surveyors, 4301 Valverde Way, #2, Colorado City, CO. 719-676-2072

Request and reason for the Map Amendment, Road Vacation and Dedication:

- Rearrangement of the common lines between Tracts B1, L2, B2, L3, and B3 to create more usable and buildable lots.
- Vacation and dedication of a portion of Teton Ridge Drive and Yosemite Lane for better use of the land.
- Dedication of a 50-foot, Public Access Easement (Walk it Out) for foot, bicycle, and ski access only (except for the use of landowners and maintenance vehicles) along east side of Lot E. Said Easement is for the benefit of Cuchara Mountain Park users to have access to San Isabel National Forest.
- A 20-foot Public Access easement along the west end of Lot D, from the South end (Walk it Out) to the North line of San Isabel National Forest for foot, bicycle, and ski access to the San Isabel National Forest, lying south of the above-described Tracts of land.
- Establishment of gates at the location shown on the attached plat to maintain landowner privacy.
- Dedication of Lot E and the easement portion of Lot D for public space/use for the benefit of Cuchara Mountain Park users.

Current Zoning: Urban residential

Legal Description: Tracts B1, L2, B2, L3, B3 Cuchara Mountain Park Estates Filing #4

Parcel Numbers: 122419, 122424, 122420, 122425, 122421

Existing Utilities that serve the parcels: None.

Existing Structures: None.

Additional Requests and Supporting Documentation, per JJH Property 3, LLC

- A Request for property tax exemption of Lots E and D, as long as they remain undeveloped. At which point said Lots are developed said tax exemption will become void. Also, in exchange for the perpetual easements, as long as E and D remain undeveloped and E and D's easement are accessible for Cuchara Mountain Park public space/use.

November 3, 2022
 Page 1 of 2



BH² LAND SURVEYING, LLC

P.O. Box 20399
Colorado City, CO 81019
Phone: 719-250-5028
Email: bh2@ghvalley.net

- A request that Huerfano County pay up to 25% of total survey cost (\$6000 to \$12000) in exchange for the dedication of 50-foot Public Access Easement (Walk it Out) and the use of Lots E and D, as public space/use.
- Future construction of off-grid Single-Family residence and garage on Lots B, C and F, in the next (1 to 10 years).
- Proposed Rearrangement could reduce current multi-family residential density by up to 50%.
- *Supporting documentation and explanation provided by JJH Property 3, LLC. (See Attached Exhibit 1)

Please feel free to contact us if you have any questions of concerns.

Sincerely,

William S. Bechaver
BH2 Land Surveying, LLC

JJH Property 3, LLC,
3327 Springridge Cir, Colorado Springs, CO 80906,
Jon & Jen Hotaling
303-725-7550

Supporting Documentation to
Letter of Request for
Plat Map Amendment Application
Tracts L2, L3, and west ends of Yosemite Lane and Teton Ridge Drive in Cuchara
Mountain Park Estates Filing #4

Additional Supporting Documentation and reason for the Map Amendment:

1. Regarding Tracts L2 and L3 labeled on Map 425 (see attached) as "HOA Controlled Open Space", please refer to the attached 3 documents:
 - A) Recorded Bargain and Sale Deed from the now terminated HOA to Grantees.
 - B) Recorded Termination of Declarations by the HOA. Note Recital B, and bullets 3 and 4 that remove any and all HOA restrictions and encumbrances on L2 and L3 including HOA/public access. Moreover, Tract L2 and L3 have never been used by nor utilized for HOA or public access or use.
 - C) Recorded Articles of Dissolution for the HOA.

2. Regarding vacation of western part of Yosemite Lane, please refer to the attached:
 - A) Recorded Declaration of Access Easement which details the terms and conditions of this "perpetual" public access easement across Lots 25 and 24 to "connect Yosemite Lane and Teton Ridge Drive". This easement is the existing road (Not the deeded and uncut Yosemite Lane) that is already cut in and is the only means of egress and ingress for all other landowners in Cuchara Mountain Park Estates Filing #4. JJH Property 3, LLC Does not want Huerfano County nor the owners of Lots 25 and 24 (so labeled on Map 425 as "Excessive Slope Lots") to cut in this remaining part Yosemite Lane or it's new circle at the new western end because the existence of the perpetual easement makes it unnecessary and doing so would be detrimental to the subdivision's appeal, operation, the forest, and drainage. Subdivision landowners and the public will still have National Forest Access off the southern end of the new Yosemite Lane traffic circle which is at the western end of the perpetual easement across Lots 24 and 25.

The Map Amendment is submitted this way because the new owners of Lots 24 and 25 have both indicated to Mr. Hotaling that they do not want to have their adjacent portions of Yosemite Lane vacated and instead intend to carve it in themselves in an attempt to do away with the existing road, now with a perpetual easement, that is being and always has been utilized by every landowner in the subdivision since the formation of the subdivision.

JJH Property 3, LLC would prefer to have all of Yosemite Lane vacated and the current road / easement made into the permanent road as outlined in section 5.9 of the recorded Declaration of Access Easement. However, the cooperation of the owners of Lots 24 and 25 will apparently be required to do so.

Current Zoning: Urban residential

Legal Description: Tracts L2 and L3 of Cuchara Mountain Park Estates Filing #4, and western ends of current Yosemite Lane and Teton Ridge Drive.

Parcel Numbers: 122424, 122425

Existing Utilities that serve the parcels: None.

Existing Structures: None.

Please feel free to contact us if you have any questions of concerns.

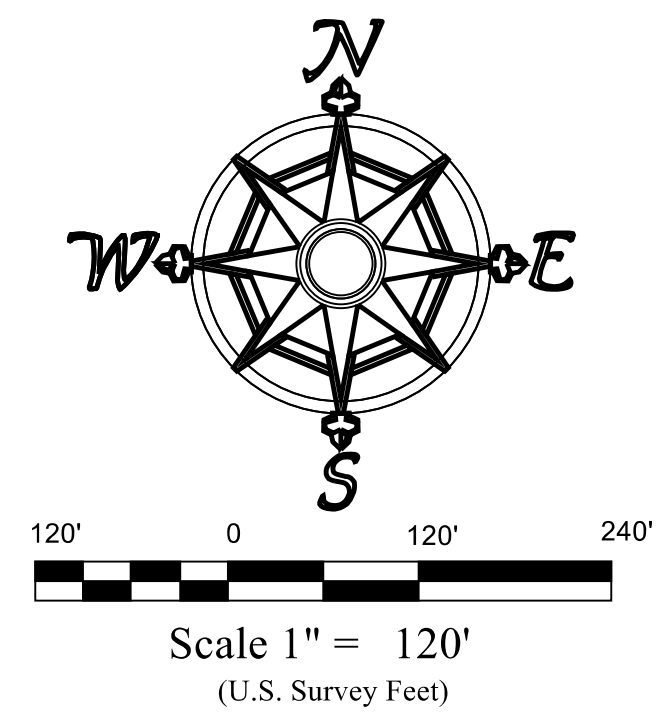
Sincerely,

JJH Property 3. LLC
3327 Springridge Cir, Colorado Springs, CO 80906
Jon & Jen Hotaling
303-725-7550

Land Use Application #22-054
Plat Amendment and Road Vacation
Attachment 2 – Plat Map

Map Amendment and Road Vacation FOR JJH PROPERTY 3, LLC.

Tracts B1, B2, B3, L2 and L3, Cuchara Mountain Park Estates
Panadero Development Filing No. 4
a Planned Unit Development
County of Huerfano, State of Colorado



KNOW ALL MEN BY THESE PRESENTS: That JJH Property 3, LLC being the sole owner of the following described property:
Tract B-1, B-2, B-3, L-2 and L-3, Cuchara Mountain Park Estates (Panadero Development, Filing No. 4), Recorded Map No. 425, Recorded August 2, 1999 at Reception No. 340387, According to the Records of the Clerk and Recorder for Huerfano County, Colorado

That JJH Property 3, LLC, is the sole owners of that real property situated in Huerfano County, Colorado, has caused said real property to be laid out and surveyed as Parcel A, B, C, D, E, and F of Map Amendment and Easement Vacation, Huerfano County, State of Colorado, and does hereby accept the responsibility for the completion of required improvements and does hereby dedicate and set apart all of the roads and other public improvements and places as shown on the accompanying plat to the use of the public forever, and does hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat as easements for the purpose shown hereon, and does hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established

Jonathan Hotaling (Owner, JJH, Property 3, LLC) Date: _____
Jennifer Hotaling (Owner, JJH, Property 3, LLC) Date: _____

STATE OF COLORADO)
COUNTY OF) ss
The foregoing instrument was acknowledged before me this _____ day of _____ 2022, A.D. by Jonathan Hotaling and Jennifer Hotaling

WITNESS MY HAND AND OFFICIAL SEAL:
My Commission Expires: _____ Notary Public

I, William S. Bechaver, a Professional Land Surveyor, registered in the State of Colorado, hereby Certify to the Board of County Commissioners, of the County of Pueblo and to JJH Property 3, LLC, that a survey of the above described premises was conducted by me or under my direct responsible charge. That this plat of Map Amendment and Road Vacation complies with the minimum standards for Land Surveys and Plats as set forth in Section 38-51-106 et. Seq, C.R.S. 1995 (as amended).

William S. Bechaver PLS No. 38103
BH2 Land Surveying, LLC Date: _____

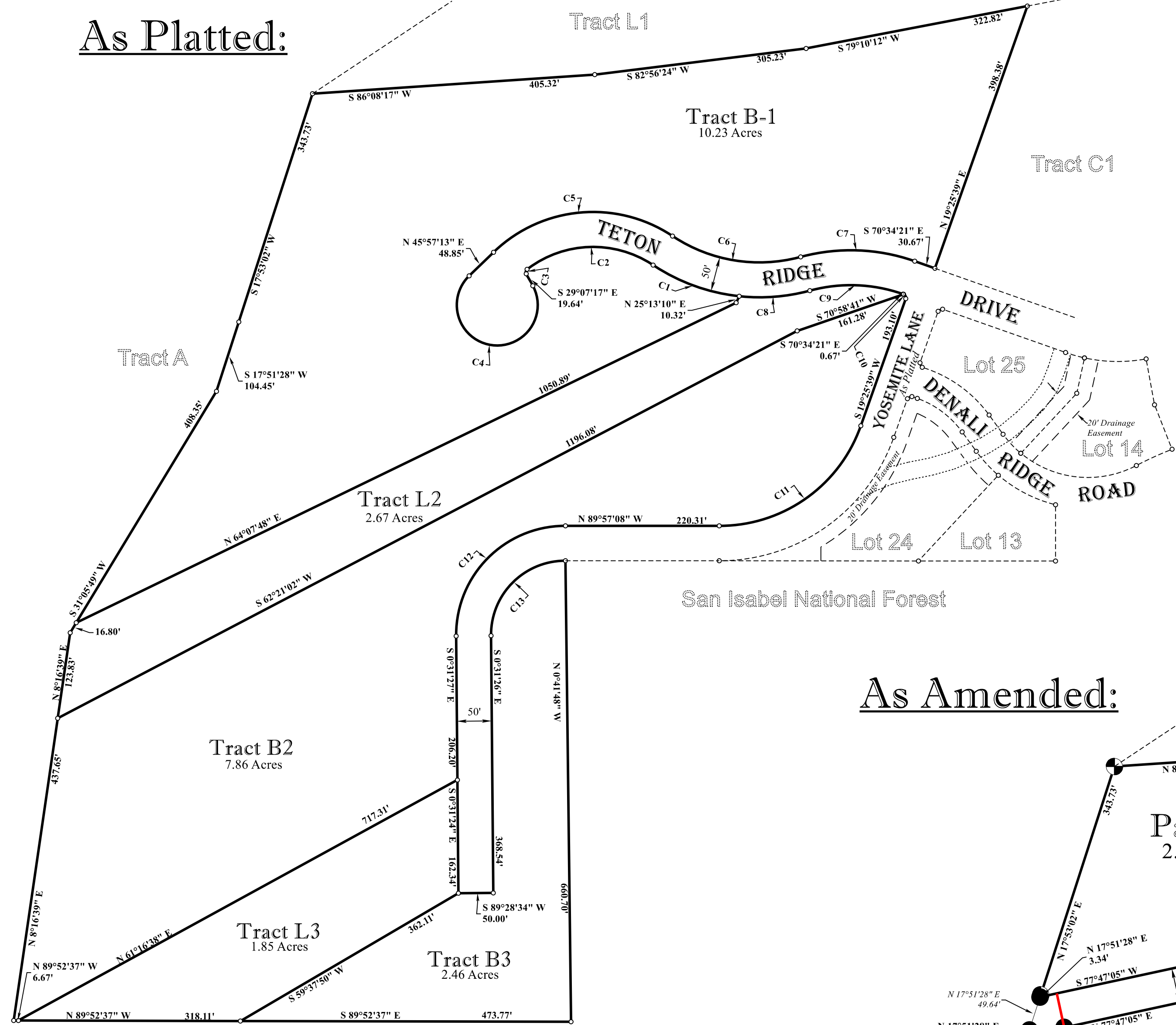
This is to Certify that this Map Amendment Plat and Road Vacation, is hereby approved this _____ day of _____ 2022, by the Board of County Commissioners, County of Huerfano, State of Colorado.

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

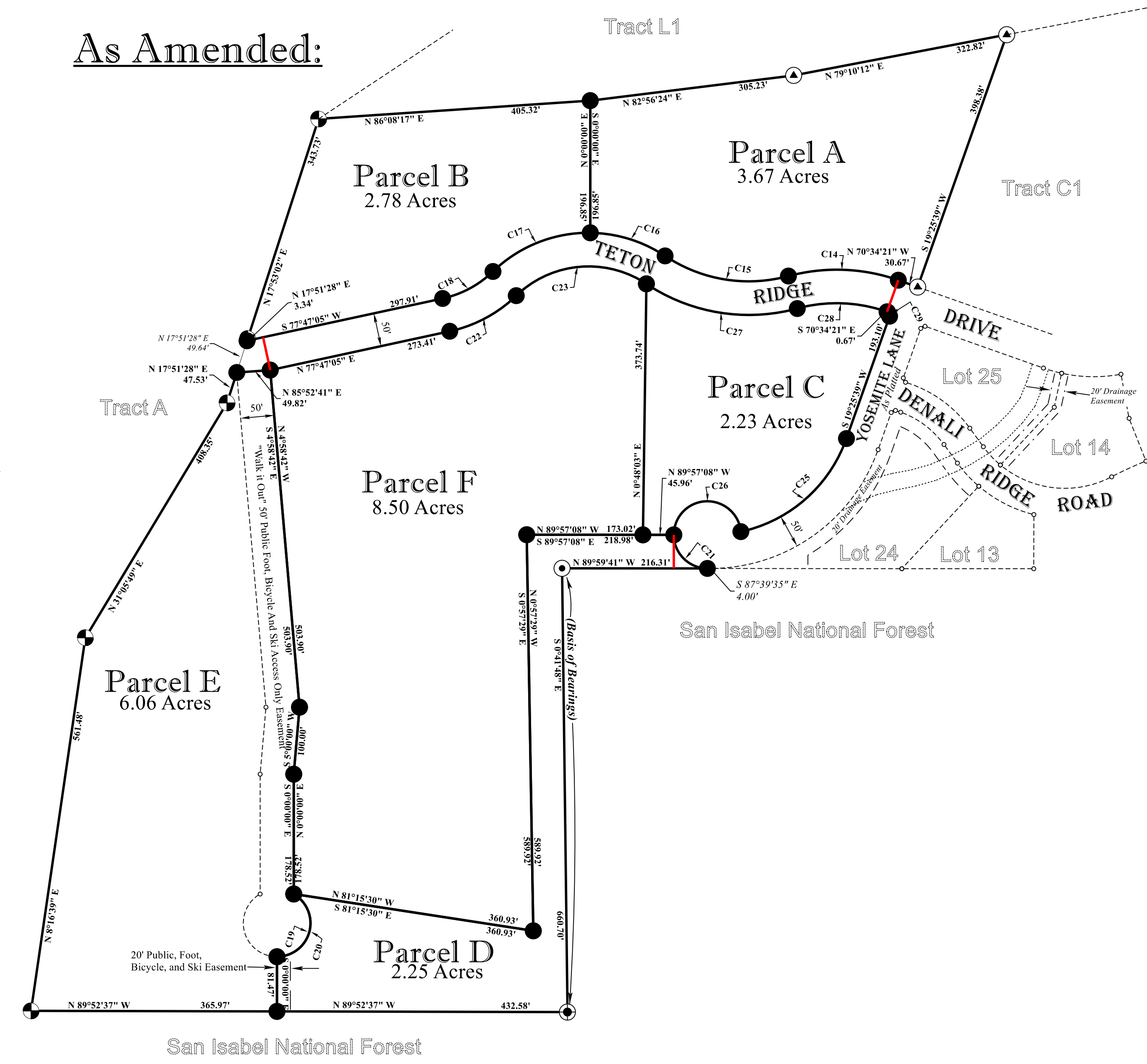
BH² LAND SURVEYING
P.O. Box 20399, Colorado City, CO 81019
Phone: 719-676-2072
Email: bh2@gshvalley.net

Scale 1" = 120'	Date: 11-4-2022	Drawn By: WSB
Sheet 1/1	Job No. 2022-057	

As Platted:



As Amended:



LEGEND

- FOUND, BLM BRASS CAP
- FOUND, 1/2" REBAR WITH PLASTIC CAP, PLS 16163
- FOUND 1/2" REBAR WITH PLASTIC CAP, PLS 27265
- FOUND 3/4" REBAR, WITH 2" ALUMINUM CAP, PLS 16163
- SET, 1/2" REBAR WITH YELLOW CAP, PLS 38103
- PROPOSED PRIVATE GATE

"REFERENCES"

- 1) Plat Cuchara Mountain Park Estates, Reception No. 340387
- 2) Special Warranty Deed, Reception No. 425899
- 3) Special Warranty Deed, Reception No. 425898
- 4) Declaration of Access Easement, Reception No. 418879

BASIS OF BEARINGS: S 0°41'48" E, (per Plat of Cuchara Mountain Park Estates) along the East line of Parcel D, With a BLM Brass cap on the South End and a 3/4" rebar with an Aluminum Cap, PLS 38103 on the North End, monumented as shown hereon.

"NOTE:" This survey does not constitute a title search by BH2 Land Surveying, LLC, to determine ownership or easements of record.

"NOTE" Client did not request a search for recorded Rights-of-Way and Easements.

"NOTICE": According to Colorado law you must commence any legal action based upon any defect in this survey with in three years after you first discover such a defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

Curve Table

CURVE	DELTA	RADIUS	ARC
C1	27°36'35"	275.00'	132.52'
C2	71°16'49"	155.00'	192.83'
C3	81°31'23"	5.00'	7.11'
C4	254°21'23"	58.00'	257.48'
C5	77°44'39"	205.00'	278.16'
C6	48°52'06"	225.00'	191.91'
C7	34°35'53"	275.00'	166.06'
C8	21°15'31"	275.00'	102.03'
C9	34°35'53"	225.00'	135.87'
C10	89°53'41"	5.00'	7.84'
C11	70°37'13"	215.00'	265.00'
C12	90°34'18"	156.60'	247.55'
C13	90°34'18"	106.60'	168.51'
C14	34°35'53"	275.00'	166.06'
C15	48°52'06"	225.00'	191.91'
C16	33°02'49"	205.00'	118.24'
C17	44°41'50"	205.00'	159.92'
C18	31°49'52"	155.00'	86.11'
C19	150°00'00"	50.00'	130.90'
C20	150°00'00"	50.00'	130.90'
C21	89°51'51"	50.00'	78.42'
C22	31°49'52"	205.00'	113.89'
C23	77°44'39"	155.00'	210.32'
C24	68°16'32"	50.00'	373.74'
C25	58°20'22"	215.00'	218.92'
C26	174°43'15"	50.00'	152.47'
C27	48°52'06"	275.00'	234.55'
C28	34°35'53"	225.00'	135.87'
C29	89°53'41"	5.00'	7.84'

Land Use Application #22-054
Plat Amendment and Road Vacation

Attachment 3 – Proof of Ownership

425899
Page 1 of 3
Nancy C. Cruz, Clerk & Recorder
Huerfano County, CO
03-10-2022 01:55 PM Recording Fee \$23.00

After recording, please return to:

MASON LAW AND PLANNING GROUP, LLC
16055 Old Forest Point, Suite #301
Monument, Colorado 80132

Reserved for recording information

Special Warranty Deed

THIS DEED is made this 24th day of February 2022 between **JONATHAN HOTALING AND JENNIFER HOTALING,**

Grantor,

whose address is 3327 Springridge Circle, Colorado Springs, Colorado 80906, and

JJH PROPERTY 3, LLC,

Grantee,

whose address is 3327 Springridge Circle, Colorado Springs, Colorado 80906,

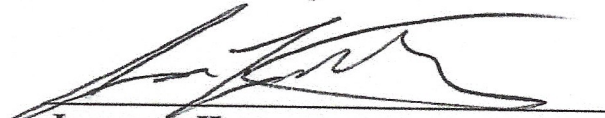
for and in consideration of Ten and no/100 Dollars (\$10.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey, and confirm, unto the grantee(s) heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Huerfano, State of Colorado, described as follows:

TRACT B-1 AND B-2, CUCHARA MOUNTAIN PARK ESTATES (PANADERO DEVELOPMENT, FILING NO. 4), RECORDED MAP NO. 425, RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340387, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

SEE EXHIBIT A ATTACHED

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

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


JONATHAN HOTALING


JENNIFER HOTALING

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 24th day of February 2022, by Jonathan Hotaling and Jennifer Hotaling.

WITNESS my hand and official seal.

My commission expires: 04/16/2022

AMANDA FREITAG
Notary Public
State of Colorado
Notary ID # 20184016578
My Commission Expires 04-16-2022


Amanda Freitag, Notary Public

EXHIBIT A / EXCEPTIONS**FILING NUMBER: CT 178843**

- 1. EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISION, RESTRICTIONS, COVENANTS, AGREEMENTS AND OBLIGATIONS, IF ANY, AS CONTAINED ON THE PLAT OF SAID SUBDIVISION RECORDED AUGUST 22, 1999 AT RECEPTION NO. 340387.**
- 2. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, RESERVATIONS AND LIEN RIGHTS, IF ANY, WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, DELETING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS OR NATIONAL ORIGIN SET FORTH IN THE DECLARATION RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340388, AND ANY AND ALL AMENDMENTS, SUPPLEMENTS, AND ANNEXATIONS THERETO.**
- 3. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF TREASURER'S DEED RECORDED AUGUST 16, 2017 AT RECEPTION NO. 409771.**

425898
Page 1 of 4
Nancy C. Cruz, Clerk & Recorder
Huerfano County, CO
03-10-2022 01:55 PM Recordings Fee \$28.00

After recording, please return to:

MASON LAW AND PLANNING GROUP, LLC
16055 Old Forest Point, Suite #301
Monument, Colorado 80132

Reserved for recording information

Special Warranty Deed

THIS DEED is made this 24th day of February 2022 between **JONATHAN HOTALING AND JENNIFER HOTALING,**

Grantors,
whose address is 3327 Springridge Circle, Colorado Springs, Colorado 80906, and **JJH PROPERTY 3, LLC,**

Grantee,
whose address is 3327 Springridge Circle, Colorado Springs, Colorado 80906,
for and in consideration of Ten and no/100 Dollars (\$10.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey, and confirm, unto the grantee(s) heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Huerfano, State of Colorado, described as follows:

TRACT B-3, L-2 AND L-3, CUCHARA MOUNTAIN PARK ESTATES (PANADERO DEVELOPMENT, FILING NO. 4), RECORDED MAP NO. 425, RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340387, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

SEE EXHIBIT A ATTACHED BELOW

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

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

**EXHIBIT A
EXCEPTIONS TO TITLE**

DECLARATION OF COVENANTS FOR CUCHARA MOUNTAIN PARK ESTATES, RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340388

9. TREASURES DEED FOR THE ROADS AT CUCHARA MOUNTAIN PARK ESTATES PANADERO DEVELOPMENT FILING NO. 4, RECORDED AUGUST 16, 2017 AT RECEPTION NO. 409771.

10. RESOLUTION NO. 99-18 FOR CUCHARA MOUNTAIN PARK ESTATES – PANADERO DEVELOPMENT FILING NO. 4, RECORDED AUGUST 4, 1999 AT RECEPTION NO. 340418 AND RESOLUTION NO. 99-19A, RECORDED AUGUST 4, 1999 AT RECEPTION NO. 340420.

11. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING AND DRILLING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND OTHER IMMUNITIES RELATING THERETO.

12. ANY AND ALL EXISTING ROADS, HIGHWAYS, DITCHES, CANALS, RESERVOIRS, WELLS, RAILROAD TRACKS, PIPELINES, WATER LINES, POWER LINES, TELEPHONE LINES, AND ANY AND ALL RIGHT OF WAY EASEMENTS THEREFORE.

13. EASEMENTS GRANTED TO THE CUCHARAS SANITATION AND WATER DISTRICT BY DEEDS RECORDED FEBRUARY 15, 1985 IN BOOK 373 PAGE 319.

14. EASEMENT GRANTED TO CUCHARAS SANITATION AND EATER DISTRICT BY INSTRUMENT RECORDED FEBRUARY 14, 1985 IN BOOK 373 PAGE 318.

15. TERMS, CONDITIONS AND AGREEMENTS IN THE AGREEMENT REGARDING CUCHARA VALLEY RESORT WATER AND SEWER SYSTEMS RECORDED MARCH 22, 1990 IN BOOK 8M PAGE 568.

16. SPECIAL WARRANTY DEED REGARDING CUCHARA VALLEY RESORT WATER AND SEWER SYSTEMS RECORDED MARCH 22, 1990 IN BOOK 8M PAGES 565, 566 AND 567.

17. UNRECORDED LEASE TO THE LA VETA FIRE PROTECTION DISTRICT DATED JUNE 1, 1987 AFFECTING A PARCEL OF LAND 120 FEET BY 240 FEET IN THE NW1/4 OF SECTION 16, TOWNSHIP 31 SOUTH, RANGE 69 WEST OF THE 6TH P.M.

18. EXCEPTING AND RESERVING TO THE UNITED STATES A RIGHT OF WAY FOR DITCHES AND CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES ACT OF AUGUST 30, 1890 (26 STAT, 39; 43 U.S.C. 945) AS RESERVED IN PATENT RECORDED IN BOOK 379 PAGE 485.

19. EASEMENT TO U.S. WEST COMMUNICATIONS, INC. RECORDED JULY 26, 1994 IN BOOK 26M PAGE 16.

20. MASTER LAND USE ON MAP FILED DECEMBER 17, 1997 AS MAP NO. 405.

21. RESOLUTION 99-19-A, A RESOLUTION APPROVING THE PLAT OF CUCHARA MOUNTAIN PARK

- ESTATES, PANADERO SUBDIVISION FILING NO. 4, FILED AUGUST 4, 1999 AT RECEPTION NO. 340420.**
- 22. NOTES, RESTRICTIONS AND EASEMENTS AS SHOWN ON PLAT OF CUCHARA MOUNTAIN PARK ESTATES (PANADERO DEVELOPMENT FILING NO. 4) AND PANADERO DEVELOPMENT FILING 4A AS FILED AUGUST 2, 1999 AT RECEPTION NO. 340387, MAP NO. 425.**
- 23. PERPETUAL EASEMENT FOR UTILITIES CUCHARA PARTNERS, LTD ETAL FILED JANUARY 9, 2002 AT RECEPTION NO. 352165 FOR PANADERO FILING NO. 3.**
- 24. EASEMENT TO THE CUCHARAS SANITATION AND WATER DISTRICT RECORDED SEPTEMBER 13, 2004 AT RECEPTION NO. 364883.**
- 25. TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT WITH THE CUCHARAS SANITATION AND WATER DISTRICT RECORDED SEPTEMBER 14, 2004 AT RECEPTION NO. 364899.**
- 26. RECEPTION OF USE OF PROPERTY FOR RECREATIONAL PURPOSES ONLY AS SHOWN IN DEED RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340385 AS TO LOTS L-2 AND L-3.**
- 27. PERPETUAL EASEMENT RECORDED ON SPECIAL WARRANTY DEED FROM SKI CUCHARA, L.P., A TEXAS LIMITED PARTNERSHIP AND CUCHARA PARTNERS, LTD, RECORDED JULY 16, 1997 AT RECEPTION NO. 329792.**

County of Huerfano
TREASURER'S DEED

Know all men by these presents, that, whereas, the following described real property, viz:

Legal Description: ROADS @ CUCHARA MOUNTAIN PARK ESTATES PANADERO DEVELOPMENT FILING #4

Previous Owner: CUCHARA PARTNERS, LTD A TEXAS LIMITED PARTNERSHIP
Schedule #: 122451 Account #: TD#2744 TSC: 222-2008

Situated in Huerfano County, and the state of Colorado, was subject to taxation for the year (or years) 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015;

And, whereas, the taxes assessed upon said property for the year (or years) aforesaid remained due and unpaid at the date of the sale hereinafter named; and, whereas, the treasurer of the said county did, on the 10th day of November 2009, by virtue of the authority vested in him/her by law, at the sale begun and publicly held on the 10th day of November 2009, expose to public sale at the office of the treasurer, in the county aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the tax lien on the real property above described for the payment of the taxes, delinquent interest, and costs then due and remaining unpaid on said property;

And, whereas, at the sale so held as aforesaid by the treasurer, no bids were offered or made by any person or persons for the tax lien on said property, and no person or persons having offered to pay the said taxes, delinquent interest, and costs upon the said property for that year, and the treasurer having become satisfied that no sale of the tax lien on said property could be had, therefore the said tax lien on said property was, by the then treasurer of the said county, stricken off to the said county, and a certificate of sale was duly issued therefor to the said county in accordance with the statute in such case made and provided;

And, whereas, more than three years have elapsed since the date of the said sale, and the said property has not been redeemed therefrom as provided by law;

And, whereas, the said property was valued for assessment for that year at the amount of \$3,305.00;

And, whereas, all the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now of record, and filed in the office of the treasurer of said county;

Now, therefore, I, Debra J. Reynolds, treasurer of the county aforesaid, for and in consideration of the sum to the treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained, and sold, and by these presents do grant, bargain, and sell the above and foregoing described real estate unto the said HUERFANO COUNTY, his heirs and assigns, forever, subject to all the rights of redemption by minors, or incompetent persons, as provided by law.

In witness whereof, I, Debra J. Reynolds, treasurer as aforesaid, by virtue of the authority aforesaid, have hereunto set my hand and seal this August 15, 2017.



Debra J. Reynolds

Treasurer of Huerfano County, Colorado

Certificate No. 222-2008
Schedule No. 122451
Account No. TD#2744

STATE OF COLORADO)
) ss.
County of Huerfano)

Signed by Debra J. Reynolds, Treasurer
(Notarization No Longer Required in Colorado per 38-35-106(3) C.R.S)
Please return recorded document to Huerfano County Treasurer.

WARRANTY DEED

CUCHARA PARTNERS, LTD., ("Grantor"), whose mailing address is 946 Panadero Avenue, Cuchara, Colorado 81055, for consideration of ten (\$10.00) Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to CUCHARA MOUNTAIN PARK ESTATES MASTER HOMEOWNERS ASSOCIATION, ("Grantee") whose address is 946 Panadero Ave., Cuchara, Colorado 81055. the following real property, to remain common area open space in perpetuity and this dedication shall run with the land, in the County of Huerfano, State of Colorado, to-wit:

Tracts L1, L2 and L3, Filing No. 4, Panadero Subdivision, Huerfano County, Colorado

with all its appurtenances, and warrants the title to the same, subject to any easements, restrictions, reservations, rights of way or covenants of record, if any, recorded in the records of the Huerfano County Clerk and Recorder.

The Grantor hereby stipulates the land described herein shall remain recreational open space in perpetuity, and left in its natural state "as is" without alteration or modification by structures or buildings. That the Grantee and its successors or assigns shall maintain this property in such state forever. That the Grantee and its successors or assigns agrees not to transfer, sell or otherwise dispose of the property except to a successor or related homeowners association or to a master homeowners association which may incorporate Grantee or its successors and assigns within it. That the property may be subject to easements for recreational use such as the building of trails for cross country skiing, hiking, biking or other park like uses of this property. The construction and operation of ski lift facilities shall be permitted. That no camping, motorized vehicles except for snow grooming and maintenance machinery be permitted on the property. That only owners, tenants, and guests of Grantee or Cuchara Mountain Resort may have access to the property for the use described herein and in accordance with the Declaration of Covenants on file for Cuchara Mountain Park Estates, Huerfano County, Colorado. These listed restrictions and conditions shall run with the land and be perpetual in nature. Further Huerfano County shall have the unilateral right to take by any lawful means actions to enforce these perpetual conditions which run with the land.

Signed this 22 day of July, 1999.

GRANTOR:
CUCHARA PARTNERS, LTD.

By: Lawrence Smith

[Handwritten signature of Lawrence Smith]
[Handwritten signature]

STATE OF New Mexico }
COUNTY OF Bernalillo } ss.

The foregoing instrument was acknowledged before me this 22 day of July, 1999, by Lawrence Smith.

Witness my hand and official seal.

[Handwritten signature]
Notary Public



1



4

Land Use Application #22-054
Plat Amendment and Road Vacation

Attachment 4 – Attorney Communications



Cuchara Mountain Park Estates - L2 and L3 deed restrictions termination

Jon Hotaling <[redacted]>
To: Sky Tallman <stallman@huerfano.us>, Lisa Powell-DeJong <lisa@huerfano.us>, BH2 Land Surveying <[redacted]>

Mon, Nov 28, 2022 at 11:40 AM

Hi Sky and Lisa,

Below and attached, please see the title attorney's clarification. Please let me know if you need anything else.

Best,

Jon Hotaling
[redacted]

----- Forwarded message -----
From: **Perlstein, Janet E.** <[redacted].com>
Date: Mon, Nov 28, 2022 at 10:38 AM
Subject: FW: [EXT] HOA papers for Cuchara Mountain Park Estates?
To: Jon Hotaling <[redacted]up>
Cc: Bohara, Stephen F. <[redacted]m>

Jon,

The deed restrictions were granted to the Cuchara Mountain Park Estates Master Homeowners Association ("HOA"). The Declaration of Covenants Conditions and Restrictions for the HOA was terminated pursuant to the attached termination document, after such termination was voted on by the requisite percentage of owners at a duly called meeting of the owners association. At that same meeting, you were appointed as the president of the HOA and were delegated the authority to file all documents necessary to effect the resolutions adopted at the HOA meeting. As part of the termination, the owners agreed to relinquish any interest in the deed restrictions. In following the resolutions adopted by the owners at the meeting of the HOA, the HOA conveyed the deed restricted property to you and Jennifer pursuant to the attached Bargain and Sale Deed, relinquishing all rights title and interest of the HOA in and to the deed restrictions. Since the deed restrictions were relinquished by the HOA, which was the party holding the interest therein, the deed restrictions no longer exist and are of no further force or effect. Please let me know if you need any additional information.

Janet Perlstein
Partner
Fox Rothschild LLP
1225 17th St.
Suite 2200
Denver, CO 80202
[redacted] direct
[redacted] - cell
[redacted] - fax
[redacted].com
www.foxrothschild.com

This email contains information that may be confidential and/or privileged. If you are not the intended recipient, or the employee or agent authorized to receive for the intended recipient, you may not copy, disclose or use any contents in this email. If you have received this email in error, please immediately notify the sender at Fox Rothschild LLP by replying to this email and delete the original and reply emails. Thank you.

--
Liberty Service Group
[redacted]

2 attachments

- 112251363_1_TERMINATION OF CCRS FOR CUCHARA MOUNTAIN PARK ESTATES MASTER HOA RECORDED JULY 13, 2020, HUERFANO COUNTY, CO-C1-C.PDF
238K
- 112251440_1_BARGAIN AND SALE DEED - CUCHARA MOUNTAIN PARK ESTATES MASTER HOA TO JONATHAN AND JENNIFER HOTALING - RECORDED JULY 13, 2020, HUERFANO COUNTY, CO-C2-C-C.PDF
73K



Cuchara Mountain Park Estates - L2 and L3 deed restrictions termination

Jon Hotaling <[redacted]>

Mon, Nov 28, 2022 at 12:01 PM

To: Sky Tallman <stallman@huerfano.us>, Lisa Powell-DeJong <lisa@huerfano.us>, BH2 Land Surveying <[redacted]>

Also, fyi, to your question about asking if the HOA had the right to relinquish the restrictions, Janet wrote:

No, the county does not have a point. All easements are granted in perpetuity, unless they specifically state that they are limited to a particular period of time. That does not prohibit the beneficiary of the easement from relinquishing its interest, and by doing so, extinguishing the easement, as occurred in this situation. The HOA is the beneficiary of the deed restriction. The HOA, as the beneficiary of the deed restriction, by vote of the requisite percentage of owners, resolved to relinquish any interest in the deed restriction (which relinquishment occurred both in the termination of Declaration of Covenants, Conditions and Restrictions and also in the Bargain and Sale deed, which conveyed any interest owned by the HOA in the deed restricted property to you and Jennifer) and to dissolve the HOA (which dissolution occurred on July 20, 2020). Let me know if you have any other questions.

Janet Perlstein
Partner
Fox Rothschild LLP
1225 17th St.
Suite 2200
Denver, CO 80202

[redacted] direct

[redacted] cell

[redacted] fax

[redacted]schild.com

www.foxrothschild.com

[Quoted text hidden]



Cuchara Mountain Park Estates - L2 and L3 deed restrictions termination

Sky Tallman <stallman@huerfano.us>

Thu, Dec 1, 2022 at 1:30 PM

To: Jon Hotaling <j[REDACTED]@huerfano.us>

Cc: Lisa Powell-DeJong <lisa@huerfano.us>, BH2 Land Surveying <[REDACTED]>

Jon,
I have discussed this with the County Attorney and have two outstanding concerns which do not appear to be addressed in the response above:

1. The deed restrictions grant use to owners, tenants, and guests of grantee or Cuchara Mountain Resort. Cuchara Mountain Resort refers to the Panadero subdivision, not just to the members of the Cuchara Mountain Park Master Homeowners Association, therefore the restrictions apply to more than just the grantee.
2. Section 2.02.11 of our Land Use Code requires BOCC action to remove deed restrictions. It reads: *The type of dedication, reservation or conveyance required in a given case shall be determined by the Board of County Commissioners in consultation with the Planning Commission, depending on the proposed size, use(s) and other characteristics of the subdivision. A reservation or dedication of areas for the use of owners or users of lots within the subdivision may be acceptable. Such areas shall be restricted to their intended use by plats, deed restrictions and/or recorded covenants which run with the land in favor of the future owners of property within the subdivision and which cannot be defeated or eliminated without the consent of the Board of County Commissioners. In the event of a reservation or dedication for the use of owners of lots within a subdivision, the applicant shall provide for the creation of a homeowners' association or similar organization with powers of assessment for maintenance, improvements and upkeep of such areas and the provisions contained within the homeowners' association bylaws or similar governing document shall receive approval from the Board of County Commissioners prior to acceptance of a final plat.*

Sincerely,

[Quoted text hidden]

[Quoted text hidden]



Cuchara Mountain Park Estates - L2 and L3 deed restrictions termination

Jon Hotaling <[redacted]>

Mon, Dec 5, 2022 at 12:15 PM

To: Sky Tallman <stallman@huerfano.us>

Cc: Lisa Powell-DeJong <lisa@huerfano.us>, BH2 Land Surveying <[redacted]>

Hi Sky and Lisa,

Below is our attorney's response to your previous inquiry. The language of the documents appear to be straightforward and clear. If you or the BOCC are still unsure, please let me know if you have any additional questions or concerns that I/we can address....

Via Scott Ross:

The deed restriction set forth in the July 22, 1999 Warranty Deed grants access to the property for use to only the owners, tenants and guests of Grantee or Cuchara Mountain Resort. However, the deed restriction further provides that these owners, tenants, and guests may have access in accordance with the Declaration of Covenants on file for Cuchara Mountain Park Estates. The Declaration of Covenants for Cuchara Mountain Park Estates was terminated on July 13, 2020 by a Termination recorded at Reception No. 419220. Therefore, access for use of the property cannot occur in accordance with the Declaration of Covenants. Since the basis for having access has terminated, access is no longer available to such owners, tenants and guests, and their rights have effectively terminated.

Additionally, there are no owners, tenants or guests of Grantee or Cuchara Mountain Resort because neither Grantee or Cuchara Mountain Resort are entities that remain in existence. The Grantee under the Deed, the Cuchara Mountain Park Estates Master Homeowners Association, was dissolved in 2020. Further, in connection with the termination of the Declaration of Covenants and dissolution of the Master Homeowners Association, the members/owners of the Cuchara Mountain Park Estates Master Homeowners Association relinquished their rights under the Deed and that relinquishment is binding on the owners, tenants and guests of the Master Homeowners Association. Accordingly, the owners, tenants or guests of Cuchara Mountain Park Estates Master Homeowners Association have no rights under the Deed.

As for the owners, tenants, and guests of Cuchara Mountain Resort, the County asserts that Cuchara Mountain Resort refers to the Panadero subdivision but offers no explanation for this assertion. Cuchara Mountain Resort more likely appears to be a reference to a business entity, which business entity is now defunct. In that case, there would not be any owners, tenants or guests of the defunct entity. However, regardless of the status of the owners, tenants or guests of Grantee or Cuchara Mountain Resort, their rights for access for use of the property have terminated because the Declaration of Covenants which provided the basis for having access has been terminated.

As a practical matter, the rights have either been relinquished or terminated and to the extent that Section 2.02.11 of the County's Land Use Code requires BOCC action to remove deed restrictions, the removal of the 1999 deed restrictions by consent of the BOCC should be included as part of the land use application, review and approval.

Best regards,

Scott Ross
Partner
Fox Rothschild LLP
1225 17th St.
Suite 2200
Denver, CO 80202
(303) 833-7007 direct
[redacted] fax

[Quoted text hidden]



Cuchara Mountain Park Estates - L2 and L3 deed restrictions termination

Jon Hotaling <[redacted]>

Mon, Dec 5, 2022 at 12:25 PM

To: Sky Tallman <stallman@huerfano.us>

Cc: Lisa Powell-DeJong <lisa@huerfano.us>, BH2 Land Surveying <[redacted]>

From Janet, FYI....

"The county may be trying to argue that, based on its regulations, there is a public right of access that cannot be terminated without the board's consent. However, that is not what the documents say. Scott's explanation should be persuasive to cause the county board to agree to vacate the easements, but there is no guaranty that the board will agree. Please let us know if they raise any other arguments."

[Quoted text hidden]



Plat Amendment Deed Restrictions

Sky Tallman <stallman@huerfano.us>

Tue, Nov 22, 2022 at 2:03 PM

To: BH2 Land Surveying <[REDACTED]> Jon Hotaling <[REDACTED]>
Cc: Lisa Powell-DeJong <lisa@huerfano.us>

Bill and Jonathan,

I would like to let you know that your application for vacation and plat amendment are on the Planning Commission agenda for Dec. 8 at 1:30. In reviewing the application for the plat amendment, I have found that there are deed restrictions on lots L2 and L3 that have not been addressed. You may want to seek legal counsel on how to address these restrictions. Please see the deed attached.

Sincerely,

--

Sky Tallman, AICP
Huerfano County Land Use Director
o: 719-738-1220 ext. 108
c: 719-890-0047

1999 Warranty Deed L1 L2 L3 open space.pdf
308K

Land Use Application #22-054
Plat Amendment and Road Vacation

Attachment 5 – Termination of Covenants

After Recording, Return to:
Jonathan Hotaling
3327 Springridge Cir
Colorado Springs, CO 80906

**TERMINATION
OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CUCHARA MOUNTAIN PARK ESTATES MASTER HOMEOWNERS ASSOCIATION,
HUERFANO COUNTY, COLORADO**

THIS TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CUCHARA MOUNTAIN PARK ESTATES MASTER HOMEOWNERS ASSOCIATION, HUERFANO COUNTY, COLORADO (“Termination”) is made by the undersigned Owners of Lots within the Cuchara Mountain Park Estates Master Homeowners Association, a Colorado nonprofit corporation (“Association”).

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Cuchara Mountain Park Estates Master Homeowners Association, Huerfano County, Colorado was recorded on August 2, 1999 at Reception No. 340388 in the real property records of Huerfano County, State of Colorado (“Declaration”). Capitalized terms used but not defined herein shall have the same meanings set forth in the Declaration.

B. The Declaration refers to Exhibits A through D which were to identify the real property subject to the Declaration, additional real property that could be annexed to the Declaration, the Association Properties and the Common Area. The Declaration was recorded without any of the Exhibits attached thereto and, except for general reference to Cuchara Mountain Park Estates, the Declaration did not otherwise identify or provide the legal description of the real property initially subject to the Declaration, the additional property that could be annexed to the Declaration or any Association Properties or Common Area. Therefore, there is uncertainty whether the Declaration encumbers any portion of Cuchara Mountain Park Estates or properly establishes a common interest community.

C. Pursuant to Article IX, Section 4 of the Declaration, the Class A Members may terminate and extinguish the Declaration by written instrument executed by at least three-fourths (3/4) of the Class A Members, and pursuant to C.R.S. 38-33.3-218 a common interest community may be terminated only by agreement of unit owners of units to which at least sixty-seven percent (67%) of the votes in the association are allocated or any larger percentage the declaration specifies.

D. The terms, conditions and restrictions of that certain Warranty Deed from Cuchara Partners, LTD. to Cuchara Mountain Park Estates Master Homeowners Association dated July 22, 1999 and recorded at Reception No. 340385, County of Huerfano, State of Colorado (the "Deed") was intended to supplement the Declaration and as such the parties hereto desire to relinquish any and all right under the Deed in conjunction with this Termination.

E. The undersigned owners desire to terminate and extinguish the Declaration and constitute the Owners of Lots to which at least three-fourths of votes in the Association are allocated. This Termination constitutes the agreement of such Owners to terminate the Declaration in its entirety.

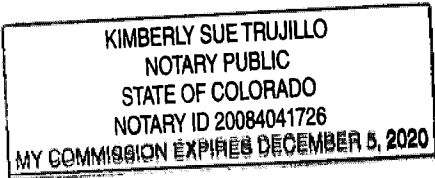
NOW, THEREFORE, the undersigned Owners hereby declare as follows:

1. The foregoing Recitals are incorporated herein by this reference.
2. Pursuant to C.R.S. 38-33.3-218 and Article IX, Section 4 of the Declaration, the Declaration and the common interest community created thereunder is hereby terminated and extinguished in its entirety. This Termination shall be effective upon the recording of this Termination in the real property records of Huerfano County, Colorado, and thereafter neither the Declaration nor the common interest community created thereunder shall have any further force or effect. This Termination shall be void unless it is executed and recorded on or before June 1, 2021.
3. The undersigned parties each hereby relinquish any and all rights of such parties to enforce the terms of the Deed, including, without limitation, any and all rights to enforce any restrictions on ownership or use of the property described in such deed and acknowledge such use restrictions shall be of no further force and effect.
4. Notwithstanding the termination of the Declaration as provided herein, all easements granted pursuant to the Declaration for roads, utilities and drainage, shall remain in full force and effect; provided, however that all easements and restrictions over L2 and L3 are hereby terminated by this Termination.

[signature pages follow]

[signature page]

IN WITNESS WHEREOF, the undersigned Owners have executed this Termination of Declaration of Covenants, Conditions and Restrictions for Cuchara Mountain Park Estates Master Homeowners Association, Huerfano County, Colorado.



Cuchara Mountain Resort Investors, LLC
a Colorado limited liability company

By: *[Signature]*
A. Bruce Cantrell, Manager

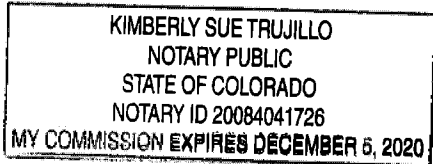
STATE OF COLORADO)
) ss.
COUNTY OF *Huerfano*)

The foregoing instrument was acknowledged before me this *23rd* day of *May* 2020, by A. Bruce Cantrell, as Manager of Cuchara Mountain Resort Investors, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: *12-5-2020*

[Signature]
Notary Public



WHEN RECORDED MAIL TO:

Jonathan Hotaling
3327 Springridge Cir
Colorado Springs, CO 80906

DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT (this "Declaration") is made and entered into as of the 2nd day of May, 2020 (the "Effective Date"), by PURGATOIRE PROPERTIES, L.L.C., a Colorado limited liability company, whose address is 1918 Foxfield Drive, Castle Rock, Colorado 80104 ("Grantor").

RECITALS

A. Grantor is the fee owner of certain real property known as Lots 24 and 25, Cuchara Mountain Park Estates, Huerfano County, Colorado, as legally described on **Exhibit A** attached hereto ("Lot 24 and Lot 25").

B. The Grantor intends to establish certain access easements over, upon and across a portion of Lot 24 and Lot 25 referred to as the Access Area (as defined below) for the benefit of Grantor, Lot 24 and Lot 25, Cuchara Mountain Park Estates and the general public on the terms and conditions set forth herein. The "Access Area" is an area 25 foot in width being (i) the easterly 25 feet of Lot 25 along the easterly boundary of Lot 25, and (ii) the northerly and westerly 25 feet of Lot 24 along the northerly and westerly boundaries of Lot 24, from Teton Ridge Drive to Yosemite Lane.

D. Grantor intends that development of the land within Cuchara Mountain Park Estates be served by the Access Area and desires to subject and place upon Lot 24 and Lot 25 certain covenants, easements, and obligations for access easement purposes to protect the value and desirability of the such land, ensuring access thereto, and for the purpose of furthering a plan for the improvement, sale and ownership of such land, to the end that harmonious and complementary development of such land may be accomplished and the health, comfort, safety, convenience and general welfare of owners of the Land, or any portion thereof, may be promoted and safe-guarded.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenant, declares and states as follows as of the Effective Date:

1. Easement. The Grantor does hereby declare, establish, create, reserve and grant a non-exclusive, easement solely for vehicular and pedestrian roadway access, ingress and egress, but not for parking purposes (the "Easement"), over, upon and across the Access Area in order to permit vehicular and pedestrian access between Yosemite Lane and Teton Ridge Drive. The Easement is granted for the use and benefit of the owners of Lot 24, Lot 25, other land within

C7178843

Cuchara Mountain Park Estates and the general public to provide for the passage of motor vehicles and pedestrians.

2. Character of Easement.

2.1 Right to Relocate Access Area. There is hereby established for the benefit of Grantor the right to relocate within Lot 24 and Lot 25 all or a portion of the Access Area from time to time, if necessary for the beneficial use of Grantor's Property. In the event the Access Area or portion thereof is relocated, the easement rights granted by this Declaration will be applicable to the relocated Access Area or portion thereof.

2.3 Obstructions within Access Area. No person shall be permitted to erect within the Access Area any barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles so as to unreasonably burden or interfere with, impede, divert or prevent vehicular and pedestrian traffic over the Access Area.

2.4 No Parking Easement. Nothing contained in this Declaration shall be deemed to establish, grant, convey or reserve any easement, license or right for parking purposes.

2.5 Lateral or Subjacent Support. Grantor shall not take any action which would impair the lateral or subjacent support necessary or convenient for the full use and enjoyment of the easement rights hereunder and any access improvements located within the Access Area.

3. Maintenance Obligations.

3.1 Except as otherwise expressly set forth herein, Grantor and the owner(s) of the neighboring parcels, known as Tracts B-1, B-2, B-3, L-2 and L-3, Cuchara Mountain Park Estates, shall have the right, but not the obligation, to maintain any and all roadway improvements located on the Access Area as necessary to permit the passage of pedestrians and vehicles, including snowplowing as deemed necessary or desirable, at such party's own cost and expense.

3.2 Taxes. Grantor shall pay or cause to be paid, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on Lot 24 and Lot 25, including the Access Area.

4. Miscellaneous.

4.1 No Merger of Interests.

(i) The rights and interests of the Grantor under this Declaration as the owner of any individual lot or tract are separate and distinct from its rights and interests under this Declaration as the owner of any other lot or tract. Any vesting of all interests in multiple lots or tracts in a single party will not cause a merger of those interests or any extinguishment of this Declaration or the rights and interests created by this Declaration. It is intended that no such merger occur and this Declaration remain in full force and effect from and after the Effective Date.

(ii) It is the intent of Grantor that the Easement granted and declared by this Declaration shall be perpetual in duration.

5.3 Limited to the Easement. Nothing contained herein shall be deemed or construed to grant any rights in or to any property other than the Access Area.

5.4 Appurtenant Easement. The benefits and burdens created by this Declaration are appurtenant to and shall run with Lots 24 and 25 and shall inure to the benefit of and be binding upon the Grantor, its successors and assigns, and any party using the Access Area.

5.5 No Implied Easement. Nothing contained in this Declaration shall be deemed to create any implied easements not otherwise expressly established herein.

5.6 Descriptive Headings. The descriptive headings of the sections hereof are inserted for convenience only and shall not control or affect the meanings or construction of any provisions hereof.

5.7 Modification. The terms and conditions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by the Grantor and the owners of Tracts B-1, B-2, B-3, L-2 and L-3, Cuchara Mountain Park Estates and recorded in the real property records of the County of Huerfano, Colorado ("Records"). No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

5.8 Partial Invalidity. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Declaration shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

5.9 Dedication. The Grantor shall have the right, at any time, to dedicate, transfer or convey the Access Area or other public right of way over and across Lot 24 and Lot 25 to the Huerfano County, Colorado for public use as a connector road for vehicular and pedestrian access between Yosemite Lane and Teton Ridge Drive, in which case this Easement shall terminate.

5.10 Mortgagee Protection. Neither the breach of any of the covenants and restrictions contained in this Declaration, nor the enforcement of any remedy provisions contained in this Declaration, shall render invalid the lien of any mortgage, deed of trust, or other lien against any Lot 24 and Land 25 made in good faith and for value. All of the covenants and restrictions herein contained shall be binding upon and effective against any successor whose title is derived through foreclosure, trustee sale, or deed in lieu thereof or otherwise.

5.11 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Colorado.

5.12 Exhibits. All exhibits referred to in this Declaration and attached hereto, as listed below, are incorporated herein by this reference:

Exhibit A: Legal Description for Lot 24 and Lot 25

5.13 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given on the same day if delivered personally, or on the date receipt is confirmed if mailed by registered or certified mail or by commercial overnight courier (e.g., FedEx, DHL, etc.), return receipt or confirmation of delivery requested, to Grantor at the address set forth above, and to each subsequent owner of Lot 24 and Lot 25 at the address for such owner or at such other address as shall be specified by like notice.

[Signature pages follow.]

EXHIBIT A

LEGAL DESCRIPTION OF LOT 24 AND LOT 25

LOT 24 AND LOT 25, CUCHARA MOUNTAIN PARK ESTATES (PANADERO DEVELOPMENT, FILING NO. 4), RECORDED MAP NO. 425, RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340387, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

Land Use Application #22-054
Plat Amendment and Road Vacation
Attachment 6 – Density Calculation



Sky Tallman <stallman@huerfano.us>

JJH Property 3 LLC, new density spreadsheet attached

Jon Hotaling <jon@libertyservice.group>

Thu, Dec 15, 2022 at 4:36 PM

To: Sky Tallman <stallman@huerfano.us>, BH2 Land Surveying <BH2@ghvalley.net>

Hi Sky,

Thanks for talking to me today. FYI, I spoke to the assessor and she said she was not aware of the BOCC's new mill levy rate. Nevertheless, she answered all my questions about current and future property tax calculations. Thank you.

Per our previous Planning Commission meeting and in preparation of our next meeting on Dec 22, attached is the spreadsheet of our new requested densities which were derived based on acreage percent of the total and the new total density of 240 (down from current 260 multi family residential).

Our current proposed map has 6 proposed "Parcels" so as to satisfy the county's requirement for an amendment that does not "significantly" increase the total number of lots. If possible, we would prefer 8 total lots (derived from our 5 "Tracts" not lots, via MAP 425) and would ask that the 3 additional "Parcels" not be considered a significant increase.

To accomplish this we would split proposed parcels A and B into 3, 2.15 acre lots, and split proposed Parcel F roughly in half. Parcel E to be used as county park / ski area, would not change under any of the scenarios, fyi

Thank you for your help Sky and for letting us know if you need anything else before Dec 22.

Best,

Jon Hotaling

--

Liberty Service Group

C: (303) 725-7550

W: (202) 630-3629



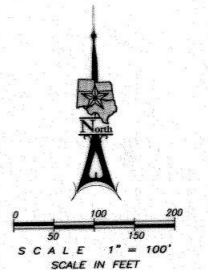
Proposed new multi family residential densities for JJH Property 3, LLC map amendment.xlsx

19K

CUCHARA MOUNTAIN PARK ESTATES

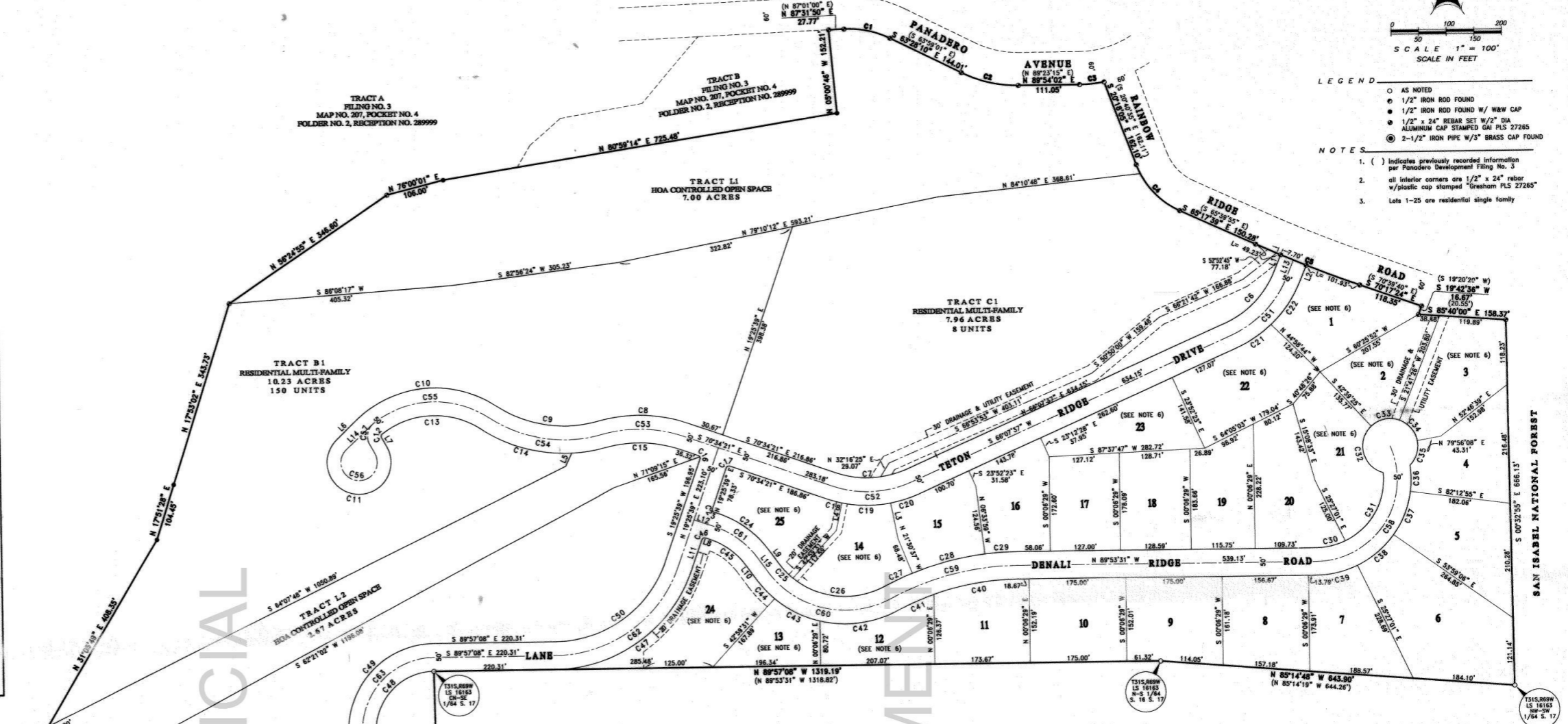
PANADERO DEVELOPMENT FILING NO. 4 A PLANNED UNIT DEVELOPMENT

BEING A REPLAT OF A PORTION OF PANADERO DEVELOPMENT FILING NO. 3 AND AN UNPLATTED PORTION OF THE N.W. 1/4 AND THE S.W. 1/4, SECTION 16, AND THE N.E. 1/4 AND THE S.E. 1/4 OF SECTION 17, HUERFANO COUNTY, COLORADO
SHEET 2 OF 2



- LEGEND**
- AS NOTED
 - 1/2" IRON ROD FOUND
 - 1/2" IRON ROD FOUND W/ W&W CAP
 - 1/2" x 24" REBAR SET W/ 2" DIA ALUMINUM CAP STAMPED G&P S 27265
 - 2-1/2" IRON PIPE W/ 3" BRASS CAP FOUND
- NOTES**
- () Indicates previously recorded information per Panadero Development Filing No. 3
 - All interior corners are 1/2" x 24" rebar w/ plastic cap stamped "Gresham PLS 27265"
 - Lots 1-25 are residential single family

NUMBER	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	29°07'00"	170.00	86.54	43.86	S 77°58'10" E	85.13
C2	28°37'48"	230.00	106.90	54.43	S 76°47'05" E	105.94
C3	11°07'02"	230.00	44.83	22.38	N 84°20'31" E	44.36
C4	44°59'21"	150.00	117.76	62.12	S 45°47'50" E	114.78
C5	04°58'45"	2350.00	283.15	151.65	S 87°47'31" E	205.10
C6	43°38'16"	175.00	133.18	70.00	N 44°19'30" E	128.99
C7	43°18'02"	175.00	132.25	69.46	N 87°48'38" E	128.13
C8	34°33'53"	275.00	166.06	85.65	N 87°52'17" W	163.55
C9	48°52'06"	225.00	151.51	102.33	S 80°44'11" E	166.14
C10	77°44'36"	205.00	278.16	165.25	S 84°48'33" W	257.31
C11	25°42'23"	58.00	257.48	76.47	S 81°13'29" E	92.42
C12	81°32'23"	5.00	7.12	4.31	S 11°38'54" W	6.53
C13	71°16'48"	155.00	192.83	111.15	S 80°03'29" W	180.83
C14	48°52'06"	275.00	234.55	124.94	S 80°44'11" E	227.51
C15	34°33'53"	225.00	135.87	70.08	N 87°52'17" W	133.81
C16	90°00'00"	5.00	7.85	5.00	N 29°34'21" W	7.07
C17	90°00'00"	5.00	7.85	5.00	S 64°25'39" W	7.07
C18	07°09'50"	225.00	28.13	14.08	S 74°09'16" E	28.11
C19	22°38'51"	225.00	88.84	45.06	S 89°03'56" E	88.36
C20	13°29'21"	225.00	52.97	26.61	N 72°52'18" E	52.85
C21	19°39'58"	225.00	77.23	39.00	N 86°17'40" E	76.80
C22	33°56'20"	225.00	84.01	47.70	N 80°23'35" E	83.33
C23	82°28'23"	5.00	8.07	5.22	S 20°48'33" E	7.32
C24	37°03'48"	185.00	119.67	62.01	N 54°30'51" W	117.60
C25	14°15'51"	150.00	37.26	18.72	S 43°05'53" E	37.16
C26	67°23'54"	150.00	178.54	108.10	S 83°59'46" E	168.52
C27	06°08'06"	525.00	56.21	28.13	S 69°25'20" W	56.19
C28	14°58'38"	525.00	136.93	68.86	S 75°57'42" W	136.54
C29	06°40'28"	525.00	81.16	30.61	S 88°46'15" W	81.12
C30	28°53'50"	125.00	55.76	28.35	N 71°14'4" E	55.30
C31	89°39'01"	125.00	151.95	86.96	N 29°43'28" E	142.77
C32	121°40'53"	50.00	106.19	89.61	S 13°29'51" E	87.33
C33	63°22'52"	50.00	55.31	30.87	S 79°02'01" W	52.35
C34	59°12'41"	50.00	51.87	28.41	N 89°41'18" W	48.40
C35	33°03'43"	50.00	48.00	26.06	N 17°27'59" E	46.22
C36	19°58'07"	175.00	47.76	24.03	N 00°01'58" W	47.61
C37	28°13'48"	175.00	86.22	44.01	N 21°54'00" E	85.35
C38	28°52'05"	175.00	87.15	44.50	N 80°15'50" E	86.26
C39	29°53'20"	175.00	78.86	39.89	N 77°19'44" E	77.42
C40	19°02'43"	475.00	157.89	79.68	S 80°35'07" W	157.17
C41	08°42'29"	475.00	72.19	36.17	S 86°42'32" W	72.12
C42	41°53'55"	200.00	145.09	75.90	N 83°08'15" E	141.83
C43	28°40'06"	200.00	53.09	47.40	S 62°41'43" E	92.25
C44	13°25'44"	200.00	46.88	23.55	S 42°41'50" E	46.77
C45	34°33'53"	155.00	81.50	42.03	N 53°18'39" W	80.27
C46	90°00'00"	5.00	7.85	5.00	S 64°25'39" W	7.07
C47	70°37'13"	285.00	336.63	187.70	N 54°41'18" E	309.34
C48	90°34'18"	156.60	247.55	158.17	N 44°45'44" E	222.97
C49	70°37'13"	215.00	285.00	152.29	N 54°41'18" E	248.54
C50	43°38'16"	200.00	152.21	80.00	N 44°19'30" E	146.56
C51	43°18'02"	200.00	151.15	79.39	N 87°48'38" E	147.58
C52	34°33'53"	250.00	150.96	77.86	N 87°52'17" W	148.88
C53	48°52'06"	250.00	213.23	113.58	S 80°44'11" E	206.82
C54	71°16'48"	180.00	223.63	128.83	S 80°03'29" W	209.52
C55	29°25'11"	33.00	148.42	39.73	S 78°41'55" E	50.77
C56	80°55'00"	30.00	42.37	25.58	S 12°03'20" W	38.93
C57	11°32'23"	150.00	298.81	228.24	N 33°29'14" E	250.71
C58	27°45'12"	500.00	242.19	123.53	S 78°19'51" W	239.85
C59	31°08'46"	175.00	749.42	161.22	S 78°48'50" E	228.84
C60	34°33'53"	160.00	96.59	49.62	N 53°18'39" W	95.13
C61	70°37'13"	240.00	295.81	169.89	N 54°41'18" E	277.44
C62	90°34'18"	131.60	208.03	132.92	S 44°45'44" W	187.04



NUMBER	DIRECTION	DISTANCE
L1	S 22°51'22" W	33.31'
L2	S 22°51'22" W	52.99'
L3	N 10°23'01" W	66.80'
L4	S 12°15'48" W	51.90'
L5	N 29°13'10" E	25.92'
L6	N 49°57'13" E	48.85'
L7	S 29°07'17" E	19.54'
L8	S 70°54'21" E	6.20'
L9	S 35°58'58" E	34.23'
L10	S 35°58'58" E	34.23'
L11	N 17°25'39" E	58.80'
L12	S 70°54'21" E	38.20'
L13	S 22°51'22" W	33.02'
L14	N 48°51'29" E	66.51'
L15	S 35°58'58" E	34.23'

TRACT A
FILING NO. 3
MAP NO. 207, POCKET NO. 4
FOLDER NO. 2, RECEPTION NO. 289999

TRACT B1
RESIDENTIAL MULTI-FAMILY
18.25 ACRES
150 UNITS

TRACT B2
RESIDENTIAL MULTI-FAMILY
7.86 ACRES
80 UNITS

TRACT B3
RESIDENTIAL MULTI-FAMILY
2.46 ACRES
30 UNITS

TRACT L1
HOA CONTROLLED OPEN SPACE
7.00 ACRES

TRACT L2
HOA CONTROLLED OPEN SPACE
2.67 ACRES

TRACT L3
HOA CONTROLLED OPEN SPACE
1.45 ACRES

POINT OF BEGINNING
S.E. 1/4 CORNER
OF SECTION 17

LEGEND

- AS NOTED
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD FOUND W/ W&W CAP
- 1/2" x 24" REBAR SET W/ 2" DIA ALUMINUM CAP STAMPED G&P S 27265
- 2-1/2" IRON PIPE W/ 3" BRASS CAP FOUND

NOTES

- () Indicates previously recorded information per Panadero Development Filing No. 3
- All interior corners are 1/2" x 24" rebar w/ plastic cap stamped "Gresham PLS 27265"
- Lots 1-25 are residential single family

GRESHAM & ASSOCIATES, INC.
SURVEYING & MAPPING
Registered Professional Land Surveyors
Colorado, Kansas, New Mexico, Oklahoma, Texas, UT

7342 S. Allen Way, Suite B www.greshaminc.com Denver, Colorado 801
Phone: (303) 741-2283, 1-800-338-7744 Fax: (303) 741-2279

Project Description: Panadero Development Filing No. 4
Project No. Client Huerfano County
90-08-084P Cuchara Partnership LTD. Colorado

DRAWING NUMBER 425
DRAWING NUMBER 425
DRAWING NUMBER 425
DRAWING NUMBER 425

Lot	Acearage	Density in units
A	1.69	16
B	2	19
C	2.75	26
D	2.23	21
E	2.35	22
F	8.61	81
G	3.72	35
H	2.25	21
TOTAL	25.6	240

Land Use Application #22-054
Plat Amendment and Road Vacation

Attachment 7 – Neighbor Communications

Subject: Cuchara Mountain Park Estates
From: Gary Place <gary@wstexas.com>
Date: 9/26/2022, 3:39 PM
To: stallman@huerfano.us

Sky -

I spoke with you last week in regards to my concerns about the plans of Jon Hoteling.

I own Lots 24 and 13.

I have attached a document with drawing to help explain the situation.

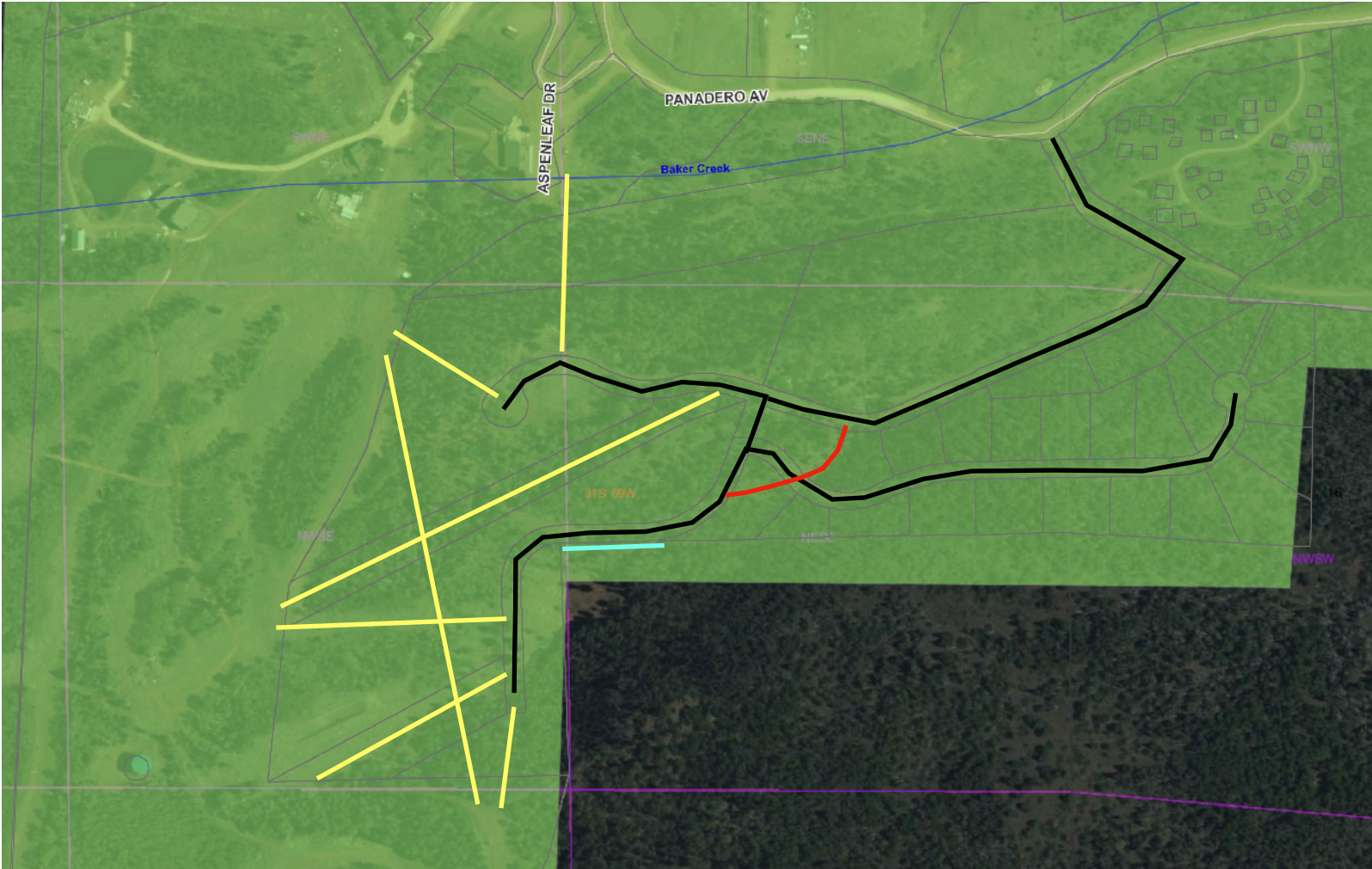
Please let me know if you have any questions or concerns.

Thanks,
Gary Place
214-876-7572

— Attachments: —

Cuchara MTN park.pdf

5.4 MB



Black Line - Roads as originally plated.

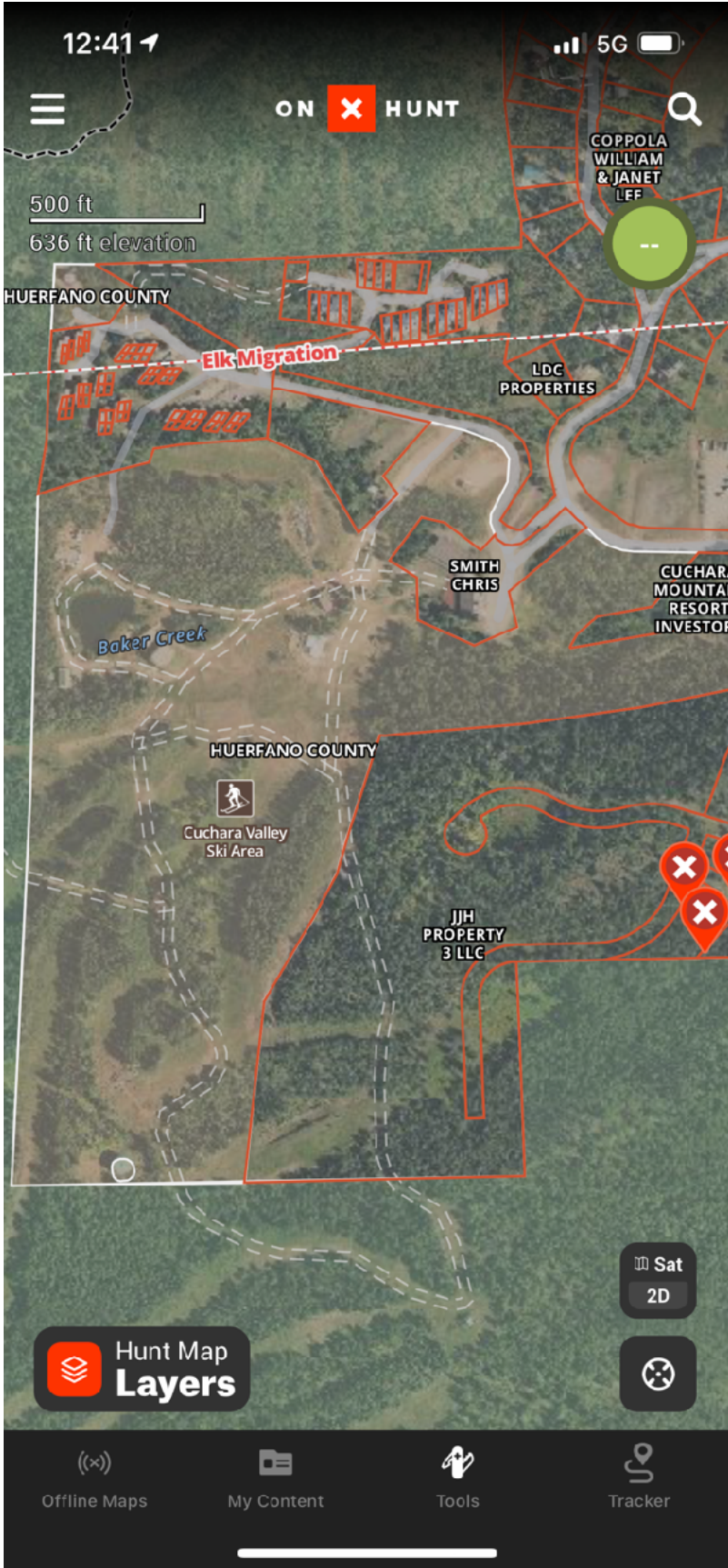
Red Line - Existing easement through lots 24 and 25 (the existing trail) We would like removed once the road are completed as plated.

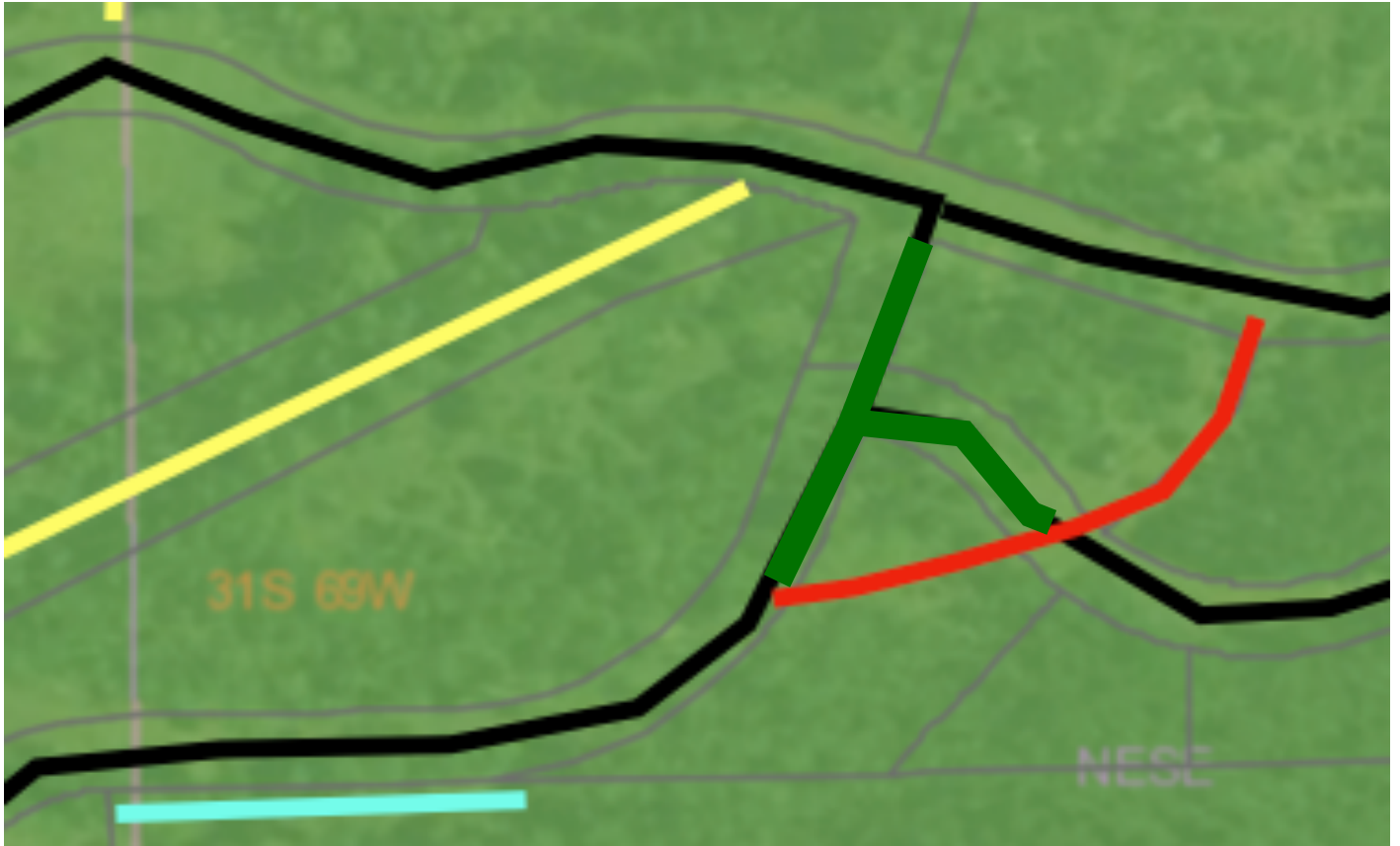
Blue Line - The original plated public access to the national forest. We would like kept in place.

Yellow Lines - Proposed easement options for access to Cuchara Mountain Park. The original plat shows 'HOA controlled open space'. We were told there is not longer an HOA. Not sure if this plated 'open space' or any existing utility easements could be used (negotiated for) for access.

If possible, we would like to see at least one avenue of access to Cuchara Mountain Park remain.

We believe The County should negotiate access to Cuchara Mountain Park for Cuchara Mountain Park Estates, in exchange for Jon taking the existing plated county roads and/or allowing him to alter the subdivision as plated.

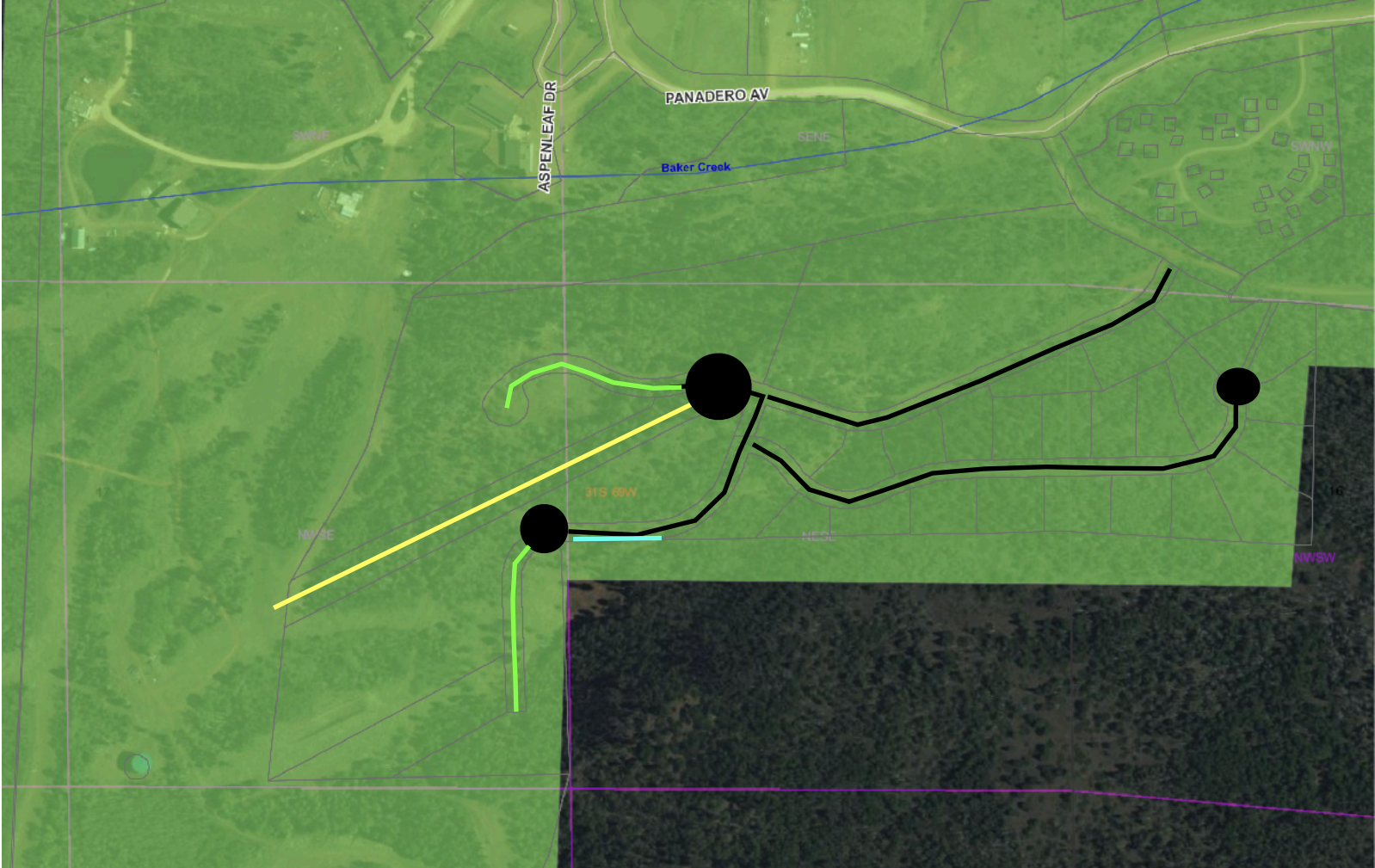




The portion of the plated road indicated in dark green is not completed. Thus the need for the access easement indicated in red.

Once the roads (dark green) are completed, we would like to have the easement through our properties removed, for it will not be necessary.

We suggest that if Jon wants to alter the original plat. At the very least, the county should negotiate for him to be responsible to complete the plated roads for his access as indicated by the dark green line.



We believe the county should negotiate access to Cuchara Mountain Park for Cuchara Mountain Park Estates, in exchange for the existing plated county roads (property) that Jon plans to take over ownership.

As indicated above: The county would give up the light green lines in exchange for the yellow line (or another agreed upon access for Cuchara Mountain Estates).

There are at least 25 other properties in this subdivision that would benefit from an easement through Jon's property to access Cuchara Mountain Park.

Subject: Re: Cuchara Mountain Park Estates -

From: Seb Delson <dasein211@yahoo.com>

Date: 9/30/2022, 5:51 AM

To: Gary Place <gary@wstexas.com>, stallman@huerfano.us

I'm in agreement with bringing roads into original plat as well.
-Severo DeLeon IV

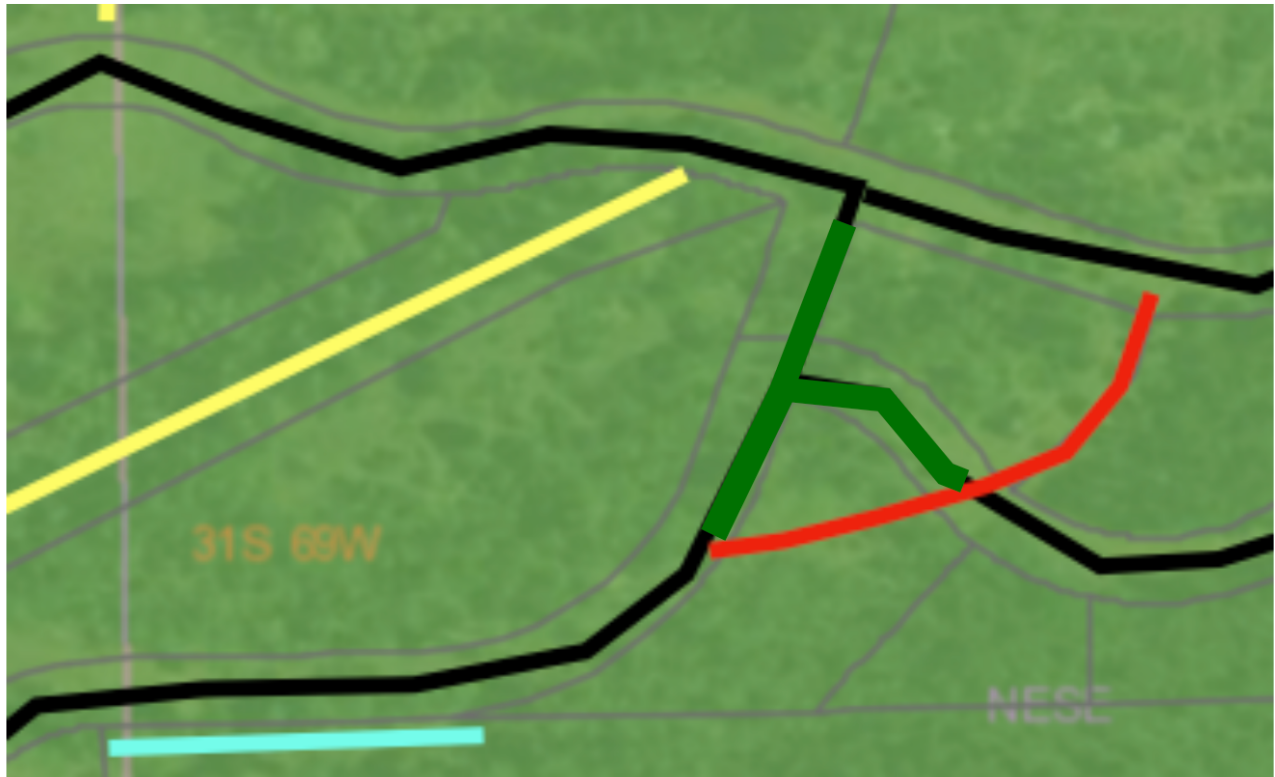
Sent from my iPhone

On Sep 27, 2022, at 1:56 PM, Gary Place <gary@wstexas.com> wrote:

— Screen Shot 2022-09-24 at 1.44.43 PM.png —



— Screen Shot 2022-09-27 at 2.46.24 PM.png —

Cuchara Mountain Park Estates

The portion of the plated road indicated in dark green is not completed. Thus the need for the access easement indicated in red.

Once the roads (dark green) are completed, we would like to have the easement through our properties removed, for it will not be necessary.

We suggest that if Jon wants to alter the original plat. At the very least, the county should negotiate for him to be responsible to complete the plated roads for his access as indicated by the dark green line.

 Attachments:

Screen Shot 2022-09-24 at 1.44.43 PM.png	137 KB
Screen Shot 2022-09-27 at 2.46.24 PM.png	1.2 MB

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Date: 9/30/2022, 5:51 AM

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-Severo DeLeon IV

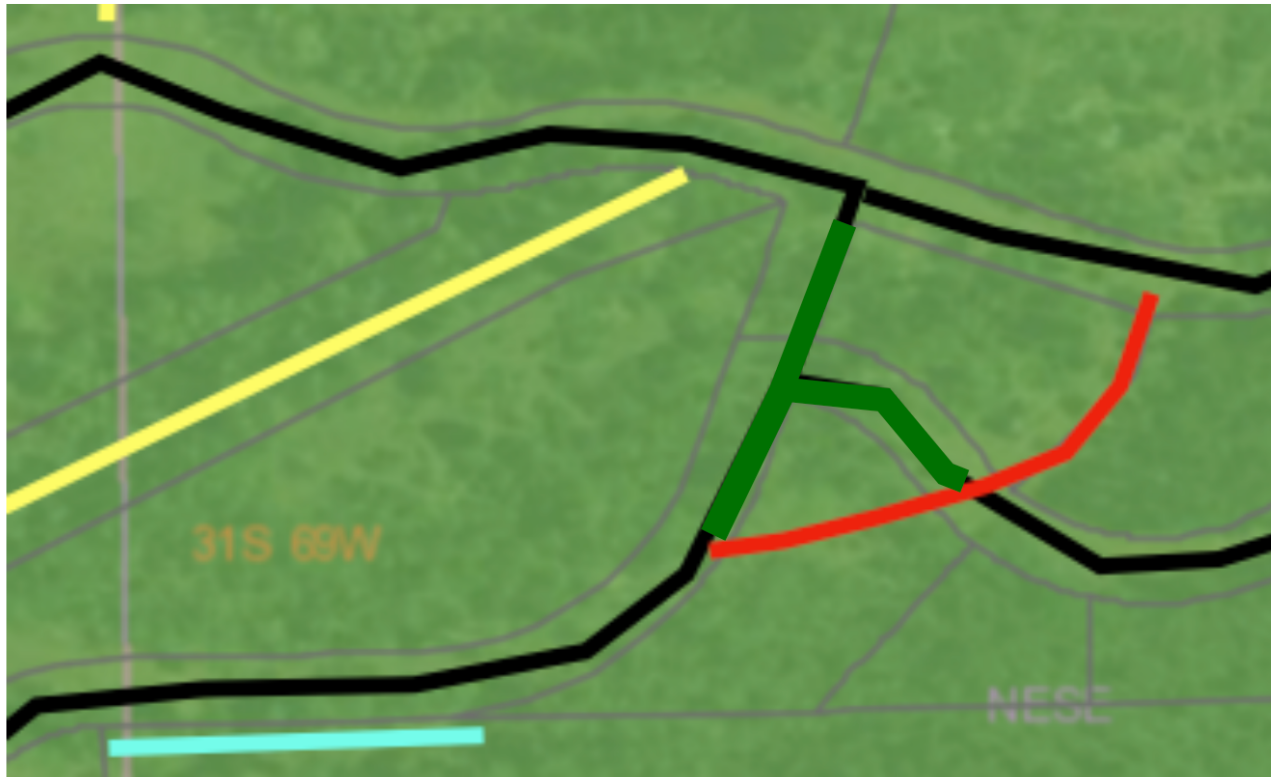
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Cuchara Mountain Park Estates

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We suggest that if Jon wants to alter the original plat. At the very least, the county should negotiate for him to be responsible to complete the plated roads for his access as indicated by the dark green line.

Attachments:

Screen Shot 2022-09-24 at 1.44.43 PM.png	137 KB
Screen Shot 2022-09-27 at 2.46.24 PM.png	1.2 MB

Land Use Application #22-054
Plat Amendment and Road Vacation
Attachment 8 – Quiet Title

DISTRICT COURT, HUERFANO COUNTY, STATE OF COLORADO 200 W. 5 th St., Suite 141, Walsenburg, CO. 81089	
Plaintiff(s): Jonathan Hotaling as Managing Member of JJH Property 3, LLC	
v.	
Defendant(s): Huerfano County, a Political Subdivision of the State of Colorado <i>and any and all unknown persons who claim any interest in the subject matter of this complaint.</i>	
Attorney: Brenda S. Getz-Bossert Brenda S. Getz, P.C. Attorney at Law P.O. Box 294, Walsenburg, CO. 81089 (719) 738-6304 (719) 466-7148 Bsglawoffice@gmail.com	▲ COURT USE ONLY ▲
	Case No.: 2023CV300 ____
COMPLAINT UNDER RULE 105	

Plaintiff, **Jonathan Hotaling as Managing Member of JJH Property 3, LLC**, by his attorney, Brenda S. Getz, P.C. Attorney at Law for his claim against Defendants, states as follows:

INTRODUCTION

1. In this case, Plaintiff seeks to quiet title to the following which shall be referred to hereinafter as subject property:

TRACT B-3, L-2 AND L-3 CUCHARA MOUNTAIN PARK ESTATES (PANADERO DEVELOPMENT, FILING NO. 4, RECORDED MAP NO. 425, RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340387, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

AND

TRACT B1 AND B-2, CUCHARA MOUNTAIN PARK ESTATES (PANADERO DEVELOPMENT, FILING NO. 4) RECORDED MAP NO. 425, RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340387, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

JURISDICTION AND VENUE

2. Jurisdiction is proper in this Court for this matter pursuant to C.R.S. § 13-1-124(1)(c).

3. All the real property involved in this matter is located in Huerfano County, Colorado, making venue proper under C.R.C.P. 98.

PARTIES

4. Plaintiff, Jonathan Hotaling as Managing Member of JJH Property 3, LLC, acquired the (“Subject Property”) on February 24, 2022, reception number 425898 and 425899 from Jonathan and Jennifer Hotaling via Special Warranty Deed.

5. Defendant, Huerfano County, a Political Subdivision of the State of Colorado, is the current owner of the area commonly known as “Cuchara Mountain Park.” Said property acquired by Defendant on January 27, 2017 reception number 408121 is adjacent property to Plaintiff.

6. There may be persons interested in the subject matter of this action whose names cannot be inserted herein because said names are unknown to Plaintiffs although diligent efforts have been made to ascertain the names of said persons; such persons have been made defendants and designated as “*all unknown persons who claim any interest in the subject matter of this action;*” so far as Plaintiffs’ knowledge extends, the interests of the unknown parties are derived through some one of more of the named defendants.

CLAIM FOR RELIEF

7. Plaintiff incorporates by reference each of the above allegations as if fully set forth herein.

8. Plaintiff has been in possession of subject property since it was acquired on February 24, 2022.

9. Subject property is part of the Panadero Filing #4 which is a portion of the land that the former Cuchara Ski Resort had utilized. As part of this filing, certain lots were established as common areas and open space, and this designation ran in perpetuity in the Granting Deeds and Homeowner Association covenants. Plaintiff is seeking to Quiet Title to the subject property because of the potential rights that Defendant(s) may possess to common areas that may affect Plaintiff’s fee simple ownership of subject property.

10. Subject Property was acquired on February 24, 2022, reception number 425898 and 425899 from Jonathan and Jennifer Hotaling via Special Warranty Deed. Jonathan and Jennifer Hotaling acquired said property from Purgatorie Properties, LLC., reception number 418773 and 418774, via Bargain and Sale Deed and Special Warranty Deed on May 28, 2020, Cuchara Mountain Park Estates Master Homeowners Association, Inc., reception number 419219, via Bargain and Sale Deed on July 2, 2020, and Cuchara Mountain Resorts Investors LLC., reception number 418741 via Special Warranty Deed on May 28, 2020. Purgatorie Properties, LLC., Cuchara Mountain Investors, LLC., and Cuchara Mountain Park Estates Master Homeowners Association, Inc. have all signed away any right or interest in the subject property including rights to common areas and open space when they signed off on the Termination of Declaration of Covenants, Conditions and Restrictions for Cuchara Mountain Park Estate Master Homeowners Association, Huerfano County, Colorado. (See attached exhibit.)

11. Defendant, Huerfano County, a Political Subdivision of the State of Colorado, is the current owner of adjacent property. Said adjacent property was acquired by Defendant on January 27, 2017 reception number 408121. Said adjacent property is what could be construed as the old Cuchara Ski Resort. (See deed at reception number 408121 for specifics). Because both subject property of Plaintiff and adjacent property of Defendant had been utilized by the old Cuchara Ski Resort, Plaintiff is seeking to Quiet title to Subject property to eliminate any potential claims of Defendant to common areas and open space within the Subject Property. Plaintiff asserts because of the aforementioned facts that any claim Defendants have to Subject Property or may be construed to have is without foundation or right.

12. Much of the potential confusion and many of the potential claims between Subject Property and Adjacent property can be traced back to the Warranty Deed at Reception number 340385, dated July 22, 1999. Said deed is between Cuchara Partners LTD (Grantor) & Cuchara Mountain Park Estates Master Homeowners Association, Inc. (Grantee) concerning use of open space and common areas by Grantee and an entity referred to as Cuchara Mountain Resort. Defendant, Huerfano County's adjacent property is commonly referred to as "Cuchara Mountain Park". "Cuchara Mountain Park" can commonly be construed as the successor of Cuchara Mountain Resort. However, Cuchara Mountain Resort did not legally exist as an entity at the time of transfer of part of subject property (L2 and L3, Panadero Filing #4). The Cuchara Mountain Resort that is referred to in the Warranty Deed at Reception number 340385 is not the

same as the Cuchara Mountain Resort, Inc. on file with the Secretary of State. Said entity was created more than a decade after said Warranty Deed. Therefore, Plaintiff asserts that declaring the restrictions, regarding use of open space and common areas, in this deed as no longer valid and enforceable, given the facts of the situation set forth herein, is a vital part of their Petition to Quiet Title on subject property.

13. There may be persons interested in the subject matter of this action whose names cannot be inserted herein because said names are unknown to Plaintiffs although diligent efforts have been made to ascertain the names of said persons; such persons have been made defendants and designated as “all unknown persons who claim any interest in the subject matter of this action”; so far as Plaintiffs’ knowledge extends, the interests of the unknown parties are derived through some one or more of the named defendants.

14. The defendants may claim some right, title, or interest in and to the above described real property adverse to Plaintiffs; the claims of said defendants are without foundation or right.

WHEREFORE, Plaintiff requests a complete adjudication of the rights of all parties to this action with respect to the Subject Property; for a decree determining that the Defendants have no interest, estate, or claim of any kind whatsoever in the Subject Property, forever barring and enjoining the Defendants from asserting any claim or title to the Subject Property, quieting title of the Plaintiff in and to the Subject Property and adjudging that the Plaintiff is the owner in fee simple and entitled to possession of the Subject Property; and for such other relief as the Court deems just.

Date: 10/10/2023

Brenda S. Getz, P.C. Attorney at Law

/s/ Brenda S. Getz-Bossert

By: _____
Brenda S Getz-Bossert #26056

Address of Plaintiff:

Jonathan Hotaling as Managing Member
of JJH Property 3, LLC
3327 Springdale Ctr.
Colorado Springs, CO 80906

DISTRICT COURT, HUERFANO COUNTY, STATE OF COLORADO 200 West 5 th Street, Suite 141, Walsenburg, CO 81089	
Plaintiff(s): Jonathan Hotaling as Managing Member of JJH Property 3, LLC v. Defendant(s): Huerfano County and any and all unknown persons who claim any interest in the subject matter of this complaint.	▲ COURT USE ONLY ▲
	Case No.:2023CV30049
SERVICE BY PUBLICATION	

All unknown persons who claim an interest you are hereby summoned and required to appear and defend against the claims of the Complaint filed with the Court in this action, by filing with the clerk of this Court an answer or other response. You are required to file your answer or other response within thirty-five (35) days after service of this Summons upon you. Service of this Summons will be complete on the day of the last publication. A copy of the Complaint may be obtained from the clerk of the Court.

If you fail to file your answer or other response to the Complaint in writing within thirty-five (35) days after the date of the last publication, judgment by default may be rendered against you by the Court for the relief demanded in the Complaint, without any further notice.

This is an action to quiet the title of the Plaintiff in and to the real property situated in Huerfano County, Colorado, more particularly described as:

TRACT B-3, L-2 AND L-3 CUCHARA MOUNTAIN PARK ESTATES (PANADERO DEVELOPMENT, FILING NO. 4, RECORDED MAP NO. 425, RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340387, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

AND

TRACT B1 AND B-2, CUCHARA MOUNTAIN PARK ESTATES (PANADERO DEVELOPMENT, FILING NO. 4) RECORDED MAP NO. 425, RECORDED AUGUST 2, 1999 AT RECEPTION NO. 340387, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

Date: December 14, 2023

BRENDA S. GETZ, P.C.

By: /s/ Brenda S. Getz-Bossert
Brenda S. Getz, P.C. Attorney at Law

PROOF OF PUBLICATION AFFIDAVIT

Item 6b.

World Journal
508 Main St.
P. O. Box 346
Walsenburg, CO 81089

I, Brian Orr, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of the World Journal, which has a general circulation therein: that the same is a weekly publication that is a "legal newspaper" as that phrase is defined in CRS § 24-70-103 for the Cities of Walsenburg and La Veta, for the County of Huerfano, for the City of Trinidad, for the County of Las Animas, both in the State of Colorado; and for the City of Raton, the County of Colfax, in the state of New Mexico; and has been published continuously and uninterruptedly in said counties and states for a period of more than one year and for more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice; that said newspaper has been admitted to the United States mail as a second-class matter under the provisions of the Act of March 3, 1879, or any amendment thereto and that said newspaper is duly qualified to publish legal notices and advertisements within the meaning of the laws of the State of Colorado and State of New Mexico; and more particularly Chapter 109, Colorado Revised Statutes 1963 and amendments thereto; and Chapter 14, Article 11, Section 14-11-2, 2016 New Mexico Statutes, and amendments thereto; and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper in consecutive issues on the following dates:

<u>2023CV30049</u>	<u>19</u> 20 day of <u>Dec.</u>	2024 <u>2023</u>
"	<u>28</u> day of <u>Dec.</u>	2024 <u>2023</u>
"	<u>04</u> day of <u>Jan</u>	<u>2024</u>
"	<u>11</u> day of <u>Jan</u>	<u>2024</u>
"	<u>18</u> day of <u>Jan</u>	<u>2024</u>

Publication fee: \$ 175.⁴⁴

Brian Orr
Publisher, Huerfano Journal

State of Colorado
County of Huerfano

Signed and sworn to before me this 18 day of January 2024.
by Brian Orr, Publisher.

SIGLI GRETCHEN SPORLEDER ORR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084042715
MY COMMISSION EXPIRES DECEMBER 26, 2024

Sigli Gretchen Orr
Sigli Gretchen Sporleder Orr
Notary Public

My Commission expires: December 26, 2024. Commission # 20084042715

Huerfano County Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 506



Item 6c.

Huerfano County Planning Commission Staff Report – Permit #24-008 Mace Campground Meeting Type– Public Hearing

Meeting Date: May 14, 2024

Request:

With this Application, Amos Mace and his representative Sky Tallman (the Applicant), requests the following:

Conditional Use Permit pursuant to LUR Section §1.06 to establish a permanent 10-unit RV campground as well as an additional 10 sites for tent and car/van camping on his property. The site is addressed at 8055 County Road 570 (Parcel Number 29097).

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

Key Questions to Consider:

Code References

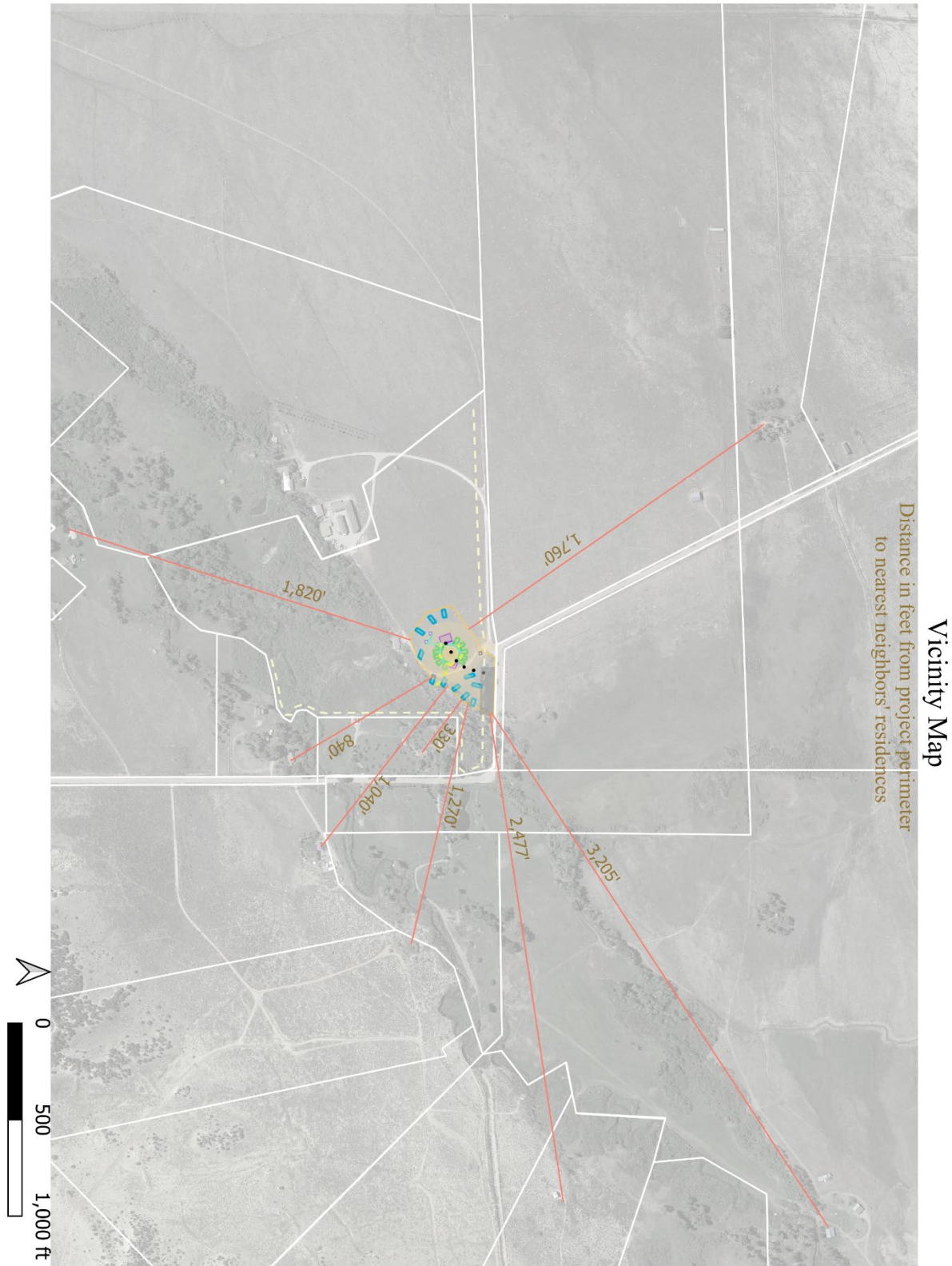
The following Code Sections are applicable to this application and may be referenced by the Planning Commission in their evaluation of the request:

- §1.05.36– Camping areas and campgrounds, conditional use for agricultural zoning
- §1.06– Conditional Use Approval and Approval Amendment Provisions
- §1.06.01– Letter of Intent Requirements
- §1.06.02– Site Plan Requirements
- §8.02– General Process Summary for Land Use Applications
- §9.01– The County Planning Commission

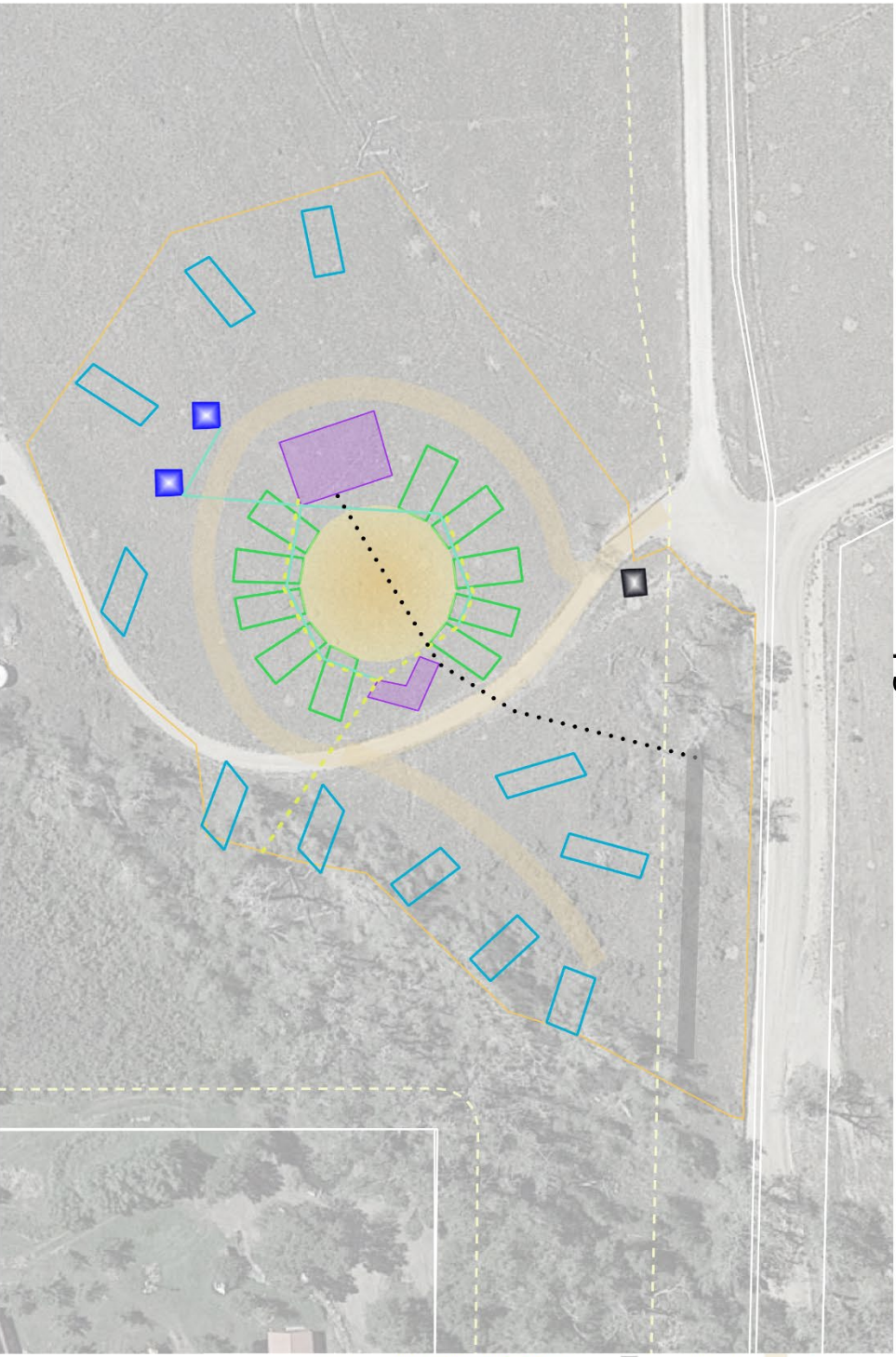
Background

On February 19, 2024, an Application (Conditional Use Permit), Application Fees, site plan, letter of intent, and submittals were received by the County. The Application was determined to be complete on April 10, 2024.

Site Map/Vicinity Map:



Mace Campground Site Plan



- Mace Campground 3
- Water Line
- Road
- Setback
- Electric
- Sewer
- Leach Field
- Mace Campground 3
- Campsites
- Printave Sites
- Buildings
- Campground perimeter
- Well/Fill station
- Dump Station
- Plaza
- Parcels Huertano
- Google Satellite

Length of water pipe 400 ft.
 Campsites 20'x40' organized around circular 'plaza' or common space with a radius of 48 ft.
 Additional 10-12 printave campsites on periphery, spaced farther apart.
 Two potential buildings. Northern building could be showers/bathroom and communal kitchen. Larger building to south could be cartaker/attendant house; could include CS Woods gallery.
 "Plaza" concept to encourage community interaction, shared fireplace... Buildings and camper spaces arranged to break wind.
 Fill station near attendant house; dump station near entry.
 60' front setback, 20' side setback
 Perimeter area: 3.4 acres

Referral agencies contacted:

Huerfano County School District
 San Isabel Electric
 Division of Water Resources
 Parks and Wildlife
 Huerfano County Health Department
 Upper Huerfano Fire Protection District
 Huerfano County Economic Development
 Huerfano County Tourism
 Huerfano County Sheriff
 Spanish Peaks Regional Health Center
 Forest Service
 Southern Colorado COG
 Upper Huerfano Soil Conservation District
 Huerfano County Water Conservancy District
 Noxious Weeds

Please see attached comments from referral agencies and citizens.

Commission Action: On April 25, 2024 the Huerfano County Planning Commission voted unanimously to recommend to the Huerfano County Board of County Commissioners for approval of the Malachite/Mace Campground with the following conditions:

- A groundwater permit authorizing commercial uses issued by the Colorado Division Water Resources, received to the CDWR Division 2 Office by email and
- Documentation that said commercial -use permit, once issued, has been included and able to operate within Huerfano County Water Conservancy District's Regional Augmentation Plan, operating under Case number 13W3062, received to the CDWR Division 2 Office, by email.

To follow all the requirements as set forth by the Las Animas-Huerfano County Health Department which includes:

1. The bulk water station that will serve water to the public and also the water provided for the campers must meet the requirements of: CDPHE Regulation WQCD Regulation 11.
2. The OSWT for this commercial use must be designed by a Registered Professional Engineer as required in regulation 43 (43.8L.1.a) If the total volume of the sewage should exceed 2,000 gallons per day, it shall be under the jurisdiction of CDPHE and Regulation 22.
3. The Dump Station-Must be designed and constructed such that it has adequate volume (2000 gallons or more) and is also equipped with a visible and audible alarm (Regulation 43, 43.12.C.9) There shall be a written agreement between facility and a licensed wastewater pumping company to assure that pumping will be conducted on a routine basis. Although not mentioned in this narrative, if food is prepared or dispensed to the patron's restaurant/snack bar or grocery store (retail food establishment), the jurisdiction falls under the authority of the Las Animas-Huerfano Counties Health Department and the appropriate paperwork, licensing and inspections shall be required.

These requirements are the minimum required for this type of proposal, there may be more as the project unfolds.

Have the Huerfano County Noxious Weed Manager evaluate the proposed campsite and make any recommendations if needed.

Recommendation:

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

Enclosures

- Application Materials:
 1. Site Plan
 2. Vicinity Map
 3. Letter of Intent
 4. Deed of Trust
 5. Notice of Inclusion

Land Use Application #24-008
Campground Conditional Use Permit
Attachment 1 - Application



Huerfano County Land Use and Building Department

401 Main St
Ste 304
Walsenburg, CO 81089
(719) 738-1220, x506

PERMIT

LU-24-008

CONDITIONAL USE PERMIT

SITE ADDRESS: CO RD 570 UNKNOWN
PRIMARY PARCEL: 29097
PROJECT NAME: MACE CAMPGROUND

ISSUED:
EXPIRES:

APPLICANT: Tallman, Sky
403 S Animas
Trinidad, CO 81082
505-265-0673

OWNER: MACE, AMOS
8055 COUNTY ROAD 570
GARDNER, CO 81040-0000

Detail Name	Detail Value
Conditional Use Permit Type	General Permit
Detailed project description	RV campground with ten sites with hookups and ten sites without hookups for tents or vans.
Number of Spaces (Mobile/Manufacture Home Park Only)	10
Do you want to schedule a pre-application conference?	No
Parcel (Schedule) Number (Available from Assessor):	29097
Please enter Parcel Area (Acres)	38.27
Zoning	AGRICULTURAL
Land Owner's Phone Number (if applicable or enter N/A)	970-309-1799
Applicant's Phone Number (if different from above or enter N/A)	N/A
Description of the current land use(s) on the property, the characteristics of the land within the property boundaries, and any current land uses on all adjoining property.	Property has one dwelling connected with a driveway. A second driveway connects to the applicant's home on the adjacent parcel. There is a ~30-foot drop in elevation on the east side of the property.
Is your project in one of the HOA/POAs listed?	1-MY HOA/POA IS NOT LISTED
I understand that this permit does not relieve me of any obligation to follow all legally binding subdivision rules, regulations, and covenants as adopted by my property owners' association, if applicable. All documents submitted may be subject to internet publishing.	I acknowledge
Is all or part of the proposed project in a 100-year flood zone?	No
Are there slopes in excess of 20% in the project area?	No
Will project require any state or federal permits?	No



Huerfano County Land Use and Building Department

401 Main St
Ste 304
Walsenburg, CO 81089
(719) 738-1220, x506

Is an H.B. 1041 Permit Required? (Applies to site selection for: airports, mass transit, highways/interchanges/collector highways, public utility facilities, new communities, municipal/industrial water projects, and use of geothermal resources.)

No

I hereby certify that this Application is made with full knowledge of the design standards, all fees, procedures, public hearing and meeting requirements contained in the Huerfano County Land Use Regulations. Furthermore, I understand that all land use permits are non-transferable, unless specifically approved by the Huerfano County Board of County Commissioners.

I Certify

The Board of County Commissioners may impose permit transfer fees as it deems appropriate. I also understand that issuance of a permit does not relieve me of the requirement to comply with all federal, state, and local laws as well as all relevant subdivision regulations, declarations, and covenants. All documents submitted may be subject to internet publishing.

I Certify

CONDITIONS

* Below are descriptions of the requirements for the Site Plan and Letter of Intent listed in the "submittals" section:

* Letter of Intent:

1. A description of the proposed conditional use of the property and project activities, including all utility sources and supplies, needed to bring about that use.
2. A statement of the impacts of the proposed use on items such as roads, traffic and public safety protection services on the features of the subject property and the neighboring environment including but not necessarily limited to flora, fauna, critical wildlife habitat, wildlife migration corridors and the quantity and quality of surface and ground water resources.
3. A statement demonstrating that the proposed conditional use would be in compliance with the comprehensive plan.
4. Current land use(s), characteristics of the land, and current land use on all adjoining property.
5. Zoning of adjoining property.
6. Comprehensive Plan Compliance Statement.

* Site Plan:

1. Map drawn to scale.
2. Location, height and approximate dimensions or envelope location of each existing and proposed structure in the proposed conditional use area.
3. Uses to be contained within existing and proposed structures; Existing and proposed building setbacks.
4. Property lines, rights-of-way, easements watercourses and other natural and historic features of the site.
5. Parking/loading plan.
6. Access Plan (roads, streets, footpaths, traffic devices, driveways and curb cuts).
7. Right-of-way dedication plan.
8. Signs, Lighting and Landscaping.
9. Utilities plan for water, sewage/septic, electrical, telephone and other utilities and facilities needed to develop the proposed conditional use.
10. Grading, storm water runoff and re-vegetation plans.
11. Phases.

FEES:	<u>Paid</u>	<u>Due</u>
Public Noticing		\$20.00
Administrative Fee		\$84.60
Conditional Use Application / Manufactured Home Park or Campground		\$50.00
Conditional Use Permit Fee		\$300.00
Totals :		\$454.60



Huerfano County Land Use and Building Department

401 Main St
Ste 304
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(719) 738-1220, x506

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20 February 2024

To: Sky Tallman

From: Amos Mace

RE: Application for Campground CUP on my behalf

Hello Sky,

Thank you for the planning work you've done associated with my proposed campground. I'm very happy to get this project into its next steps. Please start the process of applying for the Huerfano County Condition Use Permit as my representative. Let me know if there is any further documentation that I need to provide you to facilitate the application process.

Thank You! – Amos Mace

Malachite RV Park

This proposal is for a 10-space RV-campground on a property near Malachite/Gardner off of County Road 570, zoned Agricultural. In the Agricultural zone, a campground requires a conditional use permit (see: 1.05.36). There will be ten RV sites equipped with electric and water hookups, and an additional ten sites with no hookups to be used for tent and van camping. There will be a separate structure for bathrooms, showers and a common kitchen area for guests. The project will create one seasonal job, employing an on-site manager who will occupy a 1,200 square-foot dwelling to be constructed as part of this project, with the potential for an attached gallery space to display CS Woods products.

The campground will be situated on roughly 3.4 acres in the northeast portion of a 38.27-acre parcel. The campground will be located on an open field at the edge of the cottonwood forest that forms part of the riparian area along the Huerfano River.

The campground will be marketed to visitors who are coming to the area to visit the wolf sanctuary and/or hike over Mosca Pass. Currently, the wolf sanctuary is unable to accommodate campers, which discourages many people from visiting the site. Providing a campground for those who want to experience the wolves will help to support that project and generally bring more tourism to the Gardner area. The second activity that will be promoted is for groups who want to hike the Mosca Pass. The operator will arrange for a shuttle to drop off and/or pick up visitors on either side of the pass, which can include visits to the Sand Dunes or hot springs, and then bring visitors back to Huerfano County to camp.

Property History:

The main residence on the adjacent property, owned by the applicant, was built between 1886-1892 by the Sharp family. The family raised cattle and ran a trading post where he traded tobacco and clothing in the valley on what was known as the Buzzard Roost Ranch.

The property has been owned by the Mace family since 1976, when Stuart Mace came from Aspen and settled on the site to start the non-profit Malachite Farm School intended to keep alive and teach organic farming techniques. The school lasted for about 15 years. While in operation, there were often 60 to 70 people on site, working, learning and visiting the site. The applicant's residence adjacent to this parcel was the former school building, built as an extension onto the original Sharp residence. The family established Malachite Inc., which was later re-established in the late '90s as a wood mill that has grown into a successful business that supplies high-end milled wood to furniture makers and carpenters. The mill employs between 8 to 10 people and is a significant economic activity in the area, making CS Woods a significant consistent source of employment in this part of the County since 1976.

Wheat was once grown on the site before the topsoil blew away during the Dust Bowl in the 1930s. The topsoil has never recovered and still to this day, the soil will not support such crops. There are the remnants of a former grist mill on the site.

Comprehensive Plan Compliance

This project supports goals outlined in the 2018 Comprehensive Plan that specifically encourage the development RV camping as an economic development activity.

The following excerpts from the 2018 Comprehensive Plan relate to this project.

- GOAL PSA.2: ENCOURAGE TOURISM AND RECREATIONAL OPPORTUNITIES IN THE COUNTY TO MEET THE NEEDS OF THE CITIZENS AND VISITORS.

- Economic Development – Introduction:

The County will ensure that businesses are appropriately located to prevent land use conflicts and are well-designed with a focus on sustainability. Ultimately, the County seeks to find a balance between economic vitality and its rural character to preserve the natural environment and high quality of life.

The appropriate location of businesses should be determined primarily by business developers themselves, subject to the rights of neighbors, and only secondarily by county regulations. Forcing businesses to locate in pre-determined business or industrial parks should be a last resort.

- GOAL ED.1: ENCOURAGE THE RETENTION AND EXPANSION OF EXISTING BUSINESSES AND THE ATTRACTION OF NEW BUSINESSES THAT WILL BENEFIT THE COUNTY.
 - Policy ED.1.3.: Encourage tourism-oriented businesses and organizations and branding (including “Spanish Peaks Country”) in the County.
 - Policy ED.1.10: Encourage development of well maintained RV parks throughout the County.
- GOAL ED.4: ENCOURAGE RECURRING RECREATIONAL AND ARTISTIC EVENTS WHICH ENHANCE LIFE IN HUERFANO COUNTY AND CREATE BUSINESS GROWTH IN OTHER ECONOMIC SECTORS
 - Policy ED.4.2: Develop and promote outdoor recreation and tourism opportunities throughout Huerfano County including but not limited to hiking and historic trails, historic sites, birding, virtual tours, reopening Grandote Golf Course, non-motorized outdoor sports, endurance rides, and clays courses

Potential Impacts and Mitigation

Within ¼ mile of the proposed campground along County Road 570, there are seven properties that border on the road, three of which contain dwellings. The closest neighbors to this project, Manuel and Sara Garcia, have a home that is about 330 ft from the perimeter of the project. Between the Garcia residence and the proposed camp sites and buildings, there is a thick grove of cottonwoods and a significant elevation change. In the winter, when there are no leaves on the trees, the Garcia residence is not visible from the proposed campsites (see photo to the right from proposed campsite in the direction of the Garcia residence). Additionally, there



is a vertical elevation difference of about 30 ft between the Garcia residence and the proposed campground, with the campground on the high plain above the river valley. This elevation difference along with the cottonwood forest will help to reduce the amount of sound traveling from the campsite to the Garcia property.

We anticipate that the impact of noise, light or other potential nuisances to adjacent properties will be minimal. To the north and east, the distance to the nearest neighbors is nearly or slightly more than a quarter mile, and to the west is the home where the applicant lives and the CS Woods mill. To the south and southeast are a number of homes, including the Garcia residence as the closest residence, but the separation between these and the proposed campsite by a thick ribbon of cottonwoods as well as the distance from the project, should make any impacts marginal.

To help residents in the county live according to the tradition of rugged individualism, Huerfano County has also included the Code of the West in its Comprehensive Plan, which states that “the surrounding properties will probably not remain as they are indefinitely.” ... “The view from your property may change.” The Code of the West explicitly states that adjoining agricultural uses may be expected to disturb the peace and quiet, and while a campsite is not an agricultural use, the occasional disturbance that may arise might be analogous to that of occasional disturbances caused by agricultural activities.

Each campsite will be equipped with water and electrical hookups. Electrical hookups will mitigate the need for RVs to run generators. The primitive campsites will be primitive campsites reserved for tent and van camping, and would not permit the use of generators.

The type of tourism this campground intends to support will be for visitors hiking Mosca Pass and visiting the wolf sanctuary. It is anticipated that the average length of stay will be two nights. To help mitigate impacts on the surrounding area, the campground will implement the following rules:

- Lights out after 10:00 PM – to be able to appreciate the dark skies, outdoor artificial lights must be turned off by 10:00 PM.
- Noise Curfew: No music or other noise audible across campground permitted after dark. On site attendant will monitor noise and ensure that loud parties or late-night noise does not disturb the neighborhood.
- No Generators: RVs will be prohibited from running generators on site. Electrical hookups will be provided to mitigate the need to run generators.
- No open camp fires at individual campsites. A communal fire pit will be constructed in the common area where fires may be allowed when conditions allow.
- Pets: All dogs must be on leash at all times.

Septic/Water Use

Leach fields must be at least ten (10) feet from the property line.

5 CCR 1002-43 delegates to local health departments the authority to regulate OWTS systems under 2,000 gallons per day. In Table 6-2, it outlines the average use in gallons per day for different types of

uses; campsites or Travel trailer park without individual water and sewage hookup per unit use an estimated 50 gallons per day; a Travel trailer park with individual water and sewage hookup per unit should be calculated at 100 gallons per day. Since this site will have water hookups, but the dump station will not be connected to the OWTS system, and will instead be a separate vault system that will be emptied as needed, a camp site with communal showers, toilets and kitchen for ten camp sites plus a single permanent residence, calculated at 75 gallons per day, should be expected to produce a flow of up to 575 gallons per day through the OWTS.

(A shower is calculated at 14.5 gpd, a toilet at 24.8 gpd)

Traffic: It is anticipated that guests will stay an average of two nights. If the campground is 70% full through the summer, which will generate 10-15 trips per day.

Dump Station: While campers will have access to facilities that should minimize the need to dump their septic tanks, a septic vault will also be constructed so that RVs can dump there for a fee. This will be a service offered to those who camp at the site, as well as to the community at large. Currently, there are no other options in the area for campers to dump their waste, and providing this service will help to reduce illegal dumping and encourage RV tourism in the area.

Drainage: The site is relatively flat with a slight slope toward the northeast. In the northeast corner of the property, there are some natural ponding areas where surface flows could be caught after a storm, but water does not pond here, as it infiltrates too quickly.

USGS defines the soil type on the site as Willowman gravelly sandy loam, 3 to 8 percent slopes. This soil is comprised of cobbly, gravelly alluvium and is well drained. This project will not create any additional runoff at the property line.

Bulk Water Station:

Independently from the campground proposal, the applicant holds the water rights to dispense _____ acre-feet of water. Included on this site plan is a plan to install a bulk water station. Many people in the area depend on bulk water for residential uses, and offering an additional station will take some pressure off of the Gardner station and offer a valuable service to the community.

The water rights to this are attached to the Huerfano County Water Conservancy District Notice of Inclusion in the Tier 1 Water Augmentation Program.

Thank you in advance for taking the time to consider this application.

Amos Mace

Land Use Application #24-008
Campground Conditional Use Permit
Attachment 2 – Proof of Ownership

DEED OF TRUST

THIS INDENTURE made this 31 day of December 2020, between **Amos Mace**, whose address is **8055 C.R. 570 Gardner, Colorado 81040**, hereinafter referred to as Grantor, and the Public Trustee of the County of Huerfano, State of Colorado, hereinafter referred to as Public Trustee; for the benefit of **Alan Eric Mace (Beneficiary)**.

WITNESSETH THAT Amos Mace has executed a Promissory Note, of even date for the principal sum of \$60,000.00, payable to the order of **Alan Eric Mace** whose address is 8053 C.R. 570 Gardner, Colorado 81040 after the date hereof, with interest thereon from the date thereof at the rate of 2% per annum, payable in 240 equal consecutive monthly installments of principal and interest in the amount of \$303.53 commencing January 1, 2021 and due and payable on the 1st day of each month thereafter until paid in full with a final payment due on or before December 1, 2041. Provided the outstanding balance of the Promissory Note secured by this Deed of Trust at my death shall be forgiven.

AND WHEREAS the Grantor is desirous of securing payment of the principal and interest of said Promissory Note in whose hands soever the said Note may be.

NOW THEREFORE the Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust forever, the following described property, situate in the County of Huerfano, State of Colorado, to wit:

Tract "B-1" of Lot Line Rearrangement of Tracts "B" and "C" of Boundary Survey of Tracts A-G, recorded October 15, 1998 Reception No. 336204, Map No. 17-S-293 in Pocket 24 and Folder 1; Huerfano County Records. Said Lot Line Rearrangement having been recorded May 30, 2002, Reception No. 354140, Map No. 17-S-523 in Pocket No. 29 and Folder No. 1; Huerfano County Records, tract "B-1" being located in the SE 1/4, Section 31, Township 26 South, Range 70 West, 6th P.M., Huerfano County, Colorado being more particularly described as follows:

Beginning at the E 1/4 corner of said Section 31; thence S 00° 08' 17" E, along the East line of said Section 31, a distance of 181.50 feet; thence S 89° 51' 43" W, a distance of 330.00 feet; thence S 00° 08' 17" E, a distance of 772.24 feet, to a point on the northerly bank of the Huerfano River; thence S 48° 36' 53" W, along the said northerly bank, a distance of 1274.28 feet; thence N 07° 58' 41" W, a distance of 728.27 feet; thence N 48° 15' 53" E, a distance of 300.48 feet; thence N 18° 03' 02" W, a distance of 237.72 feet; thence S 73° 25' 56" W, a distance of 309.98 feet; thence N 33° 33' 25" W, a distance of 794.68 feet to a point on the North line of the said SE 1/4; thence N 87° 47' 43" E, along the said North line a distance of 1972.12 feet, to the Point of Beginning. SAID PARCEL OF LAND CONTAINS 38.27 ACRES, MORE OR LESS.

LESS: The Right-of-Way of county Road No. 570

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging, in trust nevertheless, that in case of default in the payment of said Note or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said Note, or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the Beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and may elect to advertise said property for sale, and demand such sale by filing a notice of election and demand for sale with the Public Trustee. Upon receipt of such notice of election and demand for sale, the Public Trustee shall cause a copy of the same to be recorded in the recorder's office of the county in which said property is situated. The Public Trustee shall then give public notice of the time and place of sale by advertisement to be published for four weeks (once each week for five successive weeks) in some newspaper of general circulation at that time published in the county or counties in which said property is located. A copy of such notice shall be mailed within ten days after the date of the first publication thereof to the Grantor at the address given herein, to such persons appearing to have acquired a subsequent record interest in said property at the address given in the recorded instrument, and to any other persons as may be

provided by law. It shall and may then be lawful for the Public Trustee to sell said property for the highest and best price the same will bring in cash and to dispose of the same (en masse or in separate parcels, as the said Public Trustee may think best), together with all the right, title and interest of the Grantor therein, at public auction at any place as may be specified by statute and designated in the notice of sale. The Public Trustee shall make and give to the purchaser of such property at such sale, a certificate in writing containing a description of such property purchased, the sum paid therefor, a statement that said purchaser shall be entitled to a deed therefor, unless the same shall be redeemed as is provided by law; and in the event of a continuance of the sale, a recital that the sale was duly continued. The Public Trustee shall, upon demand by the person holding the said Certificate of Purchase, when said demand is made or upon demand by the person entitled to a Deed to and for the property purchased at the time such demand is made, the time for redemption having expired, make and execute to such person a Confirmation Deed to the said property purchased. Said Confirmation Deed shall be in the ordinary form of a conveyance and shall be signed, acknowledged and delivered by the said Public Trustee and shall confirm the foreclosure sale and sell and convey to such person entitled to such Confirmation Deed, the property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the Grantor therein. The Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the Beneficiary hereunder or the legal holder of said Note, the principal and interest due on said Note according to the tenor and effect thereof, and all moneys advanced by such Beneficiary or legal holder of said Note for insurance, taxes and assessments, with interest thereon at 8% per annum, rendering the overplus, if any, unto those persons entitled thereto as a matter of law. Said sale and said Confirmation Deed so made shall be a perpetual bar, both in law and equity, against the Grantor and all other persons claiming the said property, or any part thereof, by, from, through or under the Grantor. The holder of said Note may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

The Grantor covenants and agrees to and with the Public Trustee that at the time of the ensembling of and delivery of these presents he is well seized of the said land and tenements in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same are free and clear of all liens and encumbrances whatever except taxes for 2020 and subsequent years, easements, reservations and restrictions of record, and the above bargained property in the quiet and peaceable possession of the Public Trustee, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the Grantor shall and will warrant and forever defend.

Until payment in full of the indebtedness, the Grantor shall timely pay all taxes and assessments levied on the property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies meeting the net worth requirement of the Beneficiary hereof in an amount which will yield to the holder of the indebtedness, after reduction by co-insurance provisions of the policy, if any, not less than the then total indebtedness. Each policy shall contain a loss payable clause naming the Beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten (10) days written notice to the Beneficiary. At the option of the Beneficiary, the original policy or policies of insurance shall be delivered to the Beneficiary as further security for the indebtedness. Should the Grantor fail to insure and deliver the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the Beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of 8% per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the Grantor. In addition, and at its option, the Beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Beneficiary agree that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49, U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrant to Beneficiary that: (a) During the period of Grantor' ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Beneficiary in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Beneficiary in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Beneficiary and their agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Beneficiary may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantor or to any other person. The representations and warranties contained herein are based on Grantor due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Beneficiary for indemnity or contribution in the event Grantor become liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Beneficiary against any and all claims, losses, liabilities, damages, penalties, and expenses which Beneficiary may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of trust and shall not be affected by Beneficiary' acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of the Beneficiary.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Beneficiary. As a condition to the removal of any Improvements, Beneficiary may require Grantor to make arrangements satisfactory to Beneficiary to replace such Improvements with Improvements of at least equal value.

Beneficiary' Right to Enter. Beneficiary and their agents and representatives may enter upon the Real Property at all reasonable times to attend to Beneficiary' interests and to inspect the Property for purposes of Grantor' compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Beneficiary in writing prior to doing so and so long as, in Beneficiary' sole opinion, Beneficiary' interests in the Property are not jeopardized. Beneficiary may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Beneficiary, to protect Beneficiary' interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

If all or any part of the property or an interest therein is sold or transferred by the Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiary may, at Beneficiary' option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall request.

IN CASE OF ANY DEFAULT whereby the right of foreclosure occurs hereunder, the holder of said Note or Certificate of Purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be; and such possession shall at once be delivered to the holder of said Note or Certificate of Purchase on request, and on refusal, the delivery of such possession may be enforced by the holder of said Note or Certificate of Purchase by any appropriate civil suit or proceeding, and the holder of said Note or Certificate of Purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived - and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

IN CASE OF DEFAULT in any of said payments of principal or interest, according to the tenor and effect of said Promissory Note or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the Grantor, then and in that case the whole of said principal sum hereby secured and the interest thereon to the time of the sale may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

IT IS FURTHER UNDERSTOOD AND AGREED that if a release of this Deed of Trust is required, the

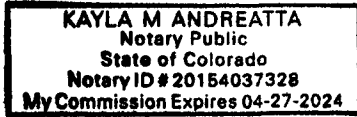
Grantor will pay the expense thereof; that all the covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature]
Amos Mace

STATE OF COLORADO)
) SS.
COUNTY OF HUERFANO)

The foregoing document was acknowledged before me this 31 day of December 2020, by Amos Mace.

Witness my hand and official seal.



[Signature]
Notary Public
My Comm. Exp. 4/27/2024

I hereby certify that this instrument was filed for record in my office and is duly recorded.

CLERK AND RECORDER

By _____
Deputy

Land Use Application #24-008
Campground Conditional Use Permit
Attachment 3 – Proof of Water

GENERAL PURPOSE
Water Well Permit Application

Review instructions on reverse side prior to completing form.
 The form must be computer generated, typed or in black or blue ink.

1. Applicant Information

Name of applicant

Amos Mace

Mailing address

8055 County Road 570

City State Zip code
 Gardner Co 81040

Telephone # (area code & number) E-mail (online filing required)
 970-309-1799 amosmace@cswoods.com

2. Type Of Application (check applicable boxes)

- Construct new well Use existing well
 Replace existing well Change or increase use
 Change source (aquifer) Reapplication (expired permit)
 COGCC Well Other: See Exhibit 3 - Change

3. Refer To (if applicable)

Well permit # Water Court case #
 Designated Basin Determination # Well name or #
 13CW3062

4. Location Of Proposed Well

County
 Huerfano County NE 1/4 of the SE 1/4

Section Township N or S Range E or W Principal Meridian
 31 26 N S 70 E W S

Distance of well from section lines (section lines are typically not property lines)
 2340 Ft. from N S 895 Ft. from E W

For replacement wells only – distance and direction from old well to new well
 feet direction

Well location address (Include City, State, Zip) Check if well address is same as in Item 1.

8053 County Road 570, Gardner Co. 81040

Optional: GPS well location information in UTM format You must check GPS unit for required settings as follows:

Format must be UTM
 Zone 12 or Zone 13
 Units must be Meters
 Datum must be NAD83
 Unit must be set to true north
 Was GPS unit checked for above? YES
 Easting 477503
 Northing 4177287
 Remember to set Datum to NAD83

5. Parcel On Which Well Will Be Located
 (PLEASE ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL)

A. Legal Description (may be provided as an attachment):

Please see Legal Description
 within attached HCWCD Notice of Inclusion

B. # of acres in parcel C. Owner
 38 Amos Mace

D. Will this be the only well on this parcel? YES NO (if no list other wells)

Residential Well Permit # 153904

E. State Parcel ID# (optional):

6. Use Of Well (check applicable boxes)

Attach a detailed description of uses applied for.

- Industrial Dewatering System
 Municipal Geothermal (production or reinjection)
 Irrigation Other (describe): _____
 Commercial

7. Well Data (proposed)

Maximum pumping rate Annual amount to be withdrawn
 80 gpm up to 9 acre feet acre-feet
 Total depth Aquifer
 85' feet Alluvial

8. Land On Which Ground Water Will Be Used

Legal Description of Land (may be provided as an attachment):

Please see Attached HCWCD Notice of Inclusion

(If used for crop irrigation, attach a scaled map that shows irrigated area.)

A. # Acres B. Owner

C. List any other wells or water rights used on this land:

9. Proposed Well Driller License #(optional):

10. Sign or Entered Name Of Applicant(s) Or Authorized Agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign or enter name(s) of person(s) submitting application Date (mm/dd/yyyy)

If signing print name and title

Office Use Only

USGS map name DWR map no. Surface elev.

Receipt area only

AQUAMAP
 WE
 WR
 CWCB
 TOPO
 MYLAR
 SB5

DIV ____ WD ____ BA ____ MD ____

GENERAL PURPOSE WELL PERMIT APPLICATION INSTRUCTIONS

Applications must be computer generated on-line, typewritten or printed in BLACK or BLUE INK. ALL ITEMS in the application must be completed. Incomplete applications may be returned to the applicant for more information. Applications are evaluated in chronological order. Please allow approximately six weeks for processing. This form may be reproduced by photocopying or computer generation. Reproductions must retain margins and print quality of the original form. If filing online see online filing instructions! You may also save, print, scan and email the completed form to: dwrpermitsonline@state.co.us For further information please visit dwr.colorado.gov

FEES: This application requires a nonrefundable \$100.00 filing fee. Please visit [DWR's Online Form Submittal](#) web page for acceptable payment information or contact DWR at (303) 866-3581.

USES: This form (GWS-45) is to be used to apply for commercial, industrial, municipal, irrigation, feed lot, geothermal (see Geothermal Rules for fee requirements), recovery wells, and other uses not otherwise noted in the following list:

RESIDENTIAL use wells – Use of form GWS-44 is required
LIVESTOCK watering on a farm, ranch, range or pasture (not feedlots) – Use form GWS-44
MONITORING/OBSERVATION wells – Use form GWS-46
GRAVEL PITS – Use form GWS-27
REGISTRATION of an existing well – Use form GWS-12 (must have been in use prior to May 8, 1972)
GEOEXCHANGE SYSTEM LOOP FIELDS – Use form GWS-72
REPLACEMENTS OF WELLS FOR THE ABOVE USES

ITEM INSTRUCTIONS: (numbers correspond with those on the front of this form)

1. The applicant is the entity for whom the permit is to be issued. Provide the applicant name and the mailing address where all correspondence will be sent.
2. Check all boxes that apply.
3. Complete all boxes that apply. If the permit is to be issued pursuant to a water court decree or a Designated Basin determination of water right, the case number or determination number must be indicated. If applying to replace or change the use of an existing well, the permit number of the existing well must be indicated.
4. The county, ¼ of the ¼ section designation, section #, township, range, principal meridian, and distances from section lines for the proposed well must be provided. (An option to providing distances from section lines and the ¼ of the ¼ section designation is to provide an accurate GPS location in UTM format. The required GPS unit settings must be as indicated on this form.) Colorado contains two (2) UTM zones. Zone 13 covers most of Colorado. The boundary between Zone 12 and Zone 13 is the 108th Meridian (longitude). West of the 108th Meridian is UTM Zone 12 and east of the 108th Meridian is UTM Zone 13. The 108th Meridian is approximately 57 miles east of the Colorado-Utah state line. On most GPS units, the UTM zone is given as part of the Easting measurement, e.g. 12T0123456. Check the appropriate box for the zone. Provide the property address of the well location if one exists. If it is the same as the mailing address, check the box next to the well location address.
5. **Please attach a current deed for the subject parcel.** Complete all boxes and provide a complete legal description of the parcel of land on which the well will be located. **If filing online please see online filing instructions for how to submit deed and or legal description attachments.**
6. Check all boxes that apply and attach a detailed description of the uses applied for.
7. Complete all boxes.
8. Complete all boxes and provide a legal description of the land areas on which ground water from the proposed well will be used. If agricultural irrigation is a proposed use, provide a map of the land area with proposed irrigated areas accurately drawn, including section numbers and section lines. A list of all other wells or water rights used on the described land must be provided.
9. The well must be constructed by a Colorado licensed well driller, an authorized individual in accordance with the Water Well Construction Rules, 2 CCR 402-2, or under the "private driller" provision as defined in CRS 37-91-102(12). A listing of licensed well drillers/pump installers is available [here](#).
10. The individual signing the application or entering their name and title must be the applicant or an officer of the corporation/company/agency identified as the applicant or their attorney. An authorized agent may also sign the application, if a letter signed by the applicant or their attorney is submitted with the application authorizing that agent to sign or enter their name on the applicant's behalf. If you filled the form out on-line you may save or print, sign, scan and email the form to the Division of Water Resources. Payment must be received via phone, fax or mail prior to processing the application.

IF YOU HAVE ANY QUESTIONS regarding any item on the application form, please call the Division of Water Resources Ground Water Information Desk (303-866-3587), or the nearest Division of Water Resources Field Office located in Greeley (970-352-8712), Pueblo (719-542-3368), Alamosa (719-589-6683), Montrose (970-249-6622), Glenwood Springs (970-945-5665), Steamboat Springs (970-879-0272), or Durango (970-247-1845), or refer to our web site at dwr.colorado.gov for general information, additional forms, and access to state rules or statutes.

NOTICE OF INCLUSION

This Notice of Inclusion is provided on behalf of the Huerfano County Water Conservancy District (“HCWCD”) pursuant to the terms of Paragraph 15 of the November 14, 2016 Findings of Fact, Conclusions of Law, and Judgment and Decree of the Water Court in Case No. 13CW3062, District Court, Water Division 2, State of Colorado (“Regional Augmentation Plan”).

This Notice of Inclusion concerns the requested addition of a new Participating Diversion into the Regional Augmentation Plan, whose depletions would then be included into and replaced under the terms and provisions of the Regional Augmentation Plan. The applicant seeking the inclusion of the requested Participating Diversion is Kent Mace and Amos Mace, 8055 County Road 570, Gardner, Colorado 81040 (“Mace”).

Included with and attached to this Notice of Inclusion are the following:

1. May 25, 2021 letter from Steve Smith, P.E., of Applegate Group, Inc. (“Applegate”), to HCWCD concerning completeness of the Mace application to include a Participating Diversion within the Regional Augmentation Plan.
2. May 25, 2021 engineering report from Applegate (“Applegate Report”) containing the analysis of whether Mace’s proposed uses and depletions fit within the terms of the Decree in Case No. 13CW3062 and whether Mace’s diversions can be included within the Regional Augmentation Plan as a Participating Diversion. The Applegate Report concludes that Mace’s proposed water use and depletions can be included and augmented pursuant to the terms of the Regional Augmentation Plan.
3. The application for Augmentation of Commercial Water User Diversions submitted by Mace, dated March 22, 2021, is attached to the Applegate Report.

The requested Participating Diversion for Mace is a well to be constructed upon approval of the Application for inclusion into the Regional Augmentation Plan. The well is to be located in the NE1/4 of the SE1/4 of Section 31, Township 26 South, Range 70 West of the 6th P.M.

As an opposer in Case No. 13CW3062, you have 63 days from the date of this Notice of Inclusion, for a commercial user, to file comments to the requested inclusion of Mace into the Regional Augmentation Plan as a Participating Diversion (“Comment Period”). Any comments to the Mace inclusion as a Participating Diversion must be in writing and received by the District within the Comment Period. Comments after such date may not be considered by the District. Any comments are to be submitted to all of the following:

Huerfano County Water Conservancy District
Attn: Carol Dunn
P.O. Box 442
La Veta, Colorado 81055
hcwcdistrict@gmail.com

Steven T. Monson
Ryan W. Farr
Monson, Cummins & Shohet, LLC
13511 Northgate Estates Drive, Suite 250
Colorado Springs, CO. 80921
stm@cowaterlaw.com; rwf@cowaterlaw.com

Rachel Zancanella
Supervisor for Decreed Augmentation Plan Coordinator
Office of the Division Engineer for Division 2
210 E. Abriendo Ave., Ste. B
Pueblo, CO 81004
rachel.zancanella@state.co.us

Lori Lest
Assistant Division Engineer
Office of the Division Engineer for Division 2
210 E. Abriendo Ave., Ste. B
Pueblo, CO 81004
lori.lest@state.co.us

Melissa van der Poel
Colorado Division of Water Resources
1313 Sherman St., Rm 818
Denver, CO 80203
melissa.vanderpoel@state.co.us

HCWCD will take action on the Application following the expiration of the Comment Period.

Dated this 12th day of July, 2021

MONSON, CUMMINS & SHOHET, LLC

/s/ Ryan W. Farr

Steven T. Monson, #11329

Ryan W. Farr #39394

Attorneys for Huerfano County Water Conservancy
District



Water Resource Advisors for the West

May 25, 2021

Carol Dunn, Administrator
Huerfano County Water Conservancy District
P.O. Box 442
LaVeta, CO 81055

RE: Application of Proposed Malachite Springs Well for Inclusion in the Regional Augmentation Plan Decreed for Huerfano County Water Conservancy District in Case No. 13CW3062

Dear Carol:

The Huerfano County Water Conservancy District (“District”) has received an application from Kent Mace of Gardner requesting inclusion in the District’s regional augmentation plan decreed in Case No. 13CW3062 (“Augmentation Plan”). After consultation with the District’s legal counsel, Steve Monson, it has been determined that the Malachite application is complete and that, Malachite’s proposed diversions and uses fit within the Augmentation Plan and can be incorporated into the Augmentation Plan per its terms. Attached is the completed application and supporting analysis.

Sincerely,
Applegate Group, Inc.

Steve Smith, P.E.
Vice President

SS/tmk

cc: Steve Monson

Attachment: Analysis Summary Letter for Malachite Springs Well

AG#:21-107

Water Resource Advisors for the West

May 25, 2021

Mr. Scott King, President
Huerfano County Water Conservancy District
c/o Administrator
P.O. Box 442
LaVeta, CO 81055

**RE: Application of Malachite Springs Well for Inclusion in the Regional Augmentation Plan
Decreed in Case No. 13CW3062**

Dear Scott:

The Huerfano County Water Conservancy District (“District”) has received an application from Kent Mace (“Applicant”) requesting inclusion in the District’s regional augmentation plan decreed in Case No. 13CW3062. That application is included as Attachment A. Pursuant to the requirements of the decree in Case No. 13CW3062, this letter describes the amount, timing and location of water use and stream depletions associated with Applicant’s proposed water use and the amount, timing and location of depletion replacement proposed to be provided by the District’s augmentation plan. If this proposal is acceptable to the District Board, the next step in inclusion of Applicant into the augmentation plan would be consultation with the Division Engineer’s Office followed by public notice per the terms of the decree.

Applicant’s Proposed Water Use

Applicant has prepared an application for a well permit to drill a well and to use water from that well for two purposes: sanitary facilities, cleaning, and operations of a small 4 to 6 site developed campground with no irrigated areas; and non-domestic use water tanks for general water haulage. Water use would be 10% depletive for use at the sanitary and cleaning facilities, based on onsite treatment via a non-evaporative septic system. Non-domestic water use for general water haulage is assumed to be 100% depletive. The well will be located in the NE ¼ SE ¼ Section 31, T26S, R70W, 6th P.M. Figure 1 shows the location of the well and the proposed campground. The well will be located within the Augmentation Plan Area as shown in Exhibit A to the decree in Case No. 13CW3062.

The Applicant anticipates drilling the well in the valley-fill aquifer surrounding the Huerfano River. Exhibit F to the decree for Case No. 13CW3062 indicates typical valley-fill aquifers are presented as a ½-mile buffer around the Huerfano River with additional aquifer width in the area of the proposed Malachite Well. The Malachite Well is located within the Huerfano River valley-fill aquifer. Typical parameters for valley-fill aquifers are presented in paragraph 10.2.4 of the decree for Case No. 13CW3062 and are summarized in Table 1. The aquifer width, W, was measured as the distance from the Huerfano River centerline to the edge of the alluvial aquifer and glacial moraine near the old Malachite School.

Parameter	Value	Unit
Distance from well to river, X	814	ft
Distance from river to boundary, W	2,928	ft
Distance from well to boundary, B	2,114	ft
Elevation difference, well to river	14	ft
Water table slope	1.7%	%
Saturated Thickness, b	20	ft
Hydraulic Conductivity, k	1,400	gpd/ft ²
Specific Yield (aka Storage Coefficient)	20	%
Transmissivity, T (= b x k)	28,000	gpd/ft

Table 1. Aquifer Parameters for Proposed Malachite Springs Well

Applicant has estimated its water use at approximately 1 acre-foot per year at full development that will be phased-in over the course of several years. Water use will be for sanitary facilities, cleaning, and operations of a small 4 to 6 site developed campground that will have no irrigated areas. Water use will generally be in the summer months, and it was assumed that water use will occur from April through October, which is a period consistent with anticipated camping at the site. It will also be used to fill non-domestic use water tanks for general water haulage applications. Haulage purpose water use will be 100% consumptive. The place of use will be the Malachite Springs Campground, shown on Figure 1.

Depletions

The terms of the decree in Case No. 13CW3062 provide direction for the determination of the timing of ground water depletions. Applicant’s well will be completed in a valley-fill aquifer and is not a significantly higher elevation than the river. As a result, the Glover Method will be used to determine the timing of groundwater depletions at the Huerfano River due to water pumped from Applicant’s well. The point of depletion to the Huerfano River due to withdrawals from the valley-fill aquifer by this well is taken to be in the SE ¼ NE ¼ of Section 31, T26S, R70W. Figure 1 shows the distance from the well to the point of depletion on the Huerfano River (referred to as the X distance). Figure 1 also shows the distance from the well to the boundary of the aquifer (referred to as the B distance) where it is bounded by the edge of the alluvial aquifer and the glacial moraine near the old Malachite School. The Glover X distance is 814 feet. The Glover B distance is 2,114 feet.

The unit response function (URF) for this well was calculated using the Glover Method using the parameters in Table 1. The URFs were truncated once 95% of the depletion accumulated, and the remaining 5% of the depletion was proportionately included in the prior lagging factors to achieve 100% replacement. The resulting URF is provided as Attachment B. Month one is the month of pumping. The URFs peak in month 2 after which they slowly taper down with approximately 90% of depletions accruing to the Huerfano River within the first year. Depletions will impact the Huerfano River about 3 miles upstream of its confluence with Muddy Creek.

Augmentation Plan

The District has developed and operated the regional augmentation plan since 2014, originally under approved Substitute Water Supply Plans and then as decreed in Case No. 13CW3062. The augmentation plan uses the District’s ownership in the William Craig Ditch, priority number seven on the Huerfano River,

to make replacements for depletions. At this stage of implementation, full dry-up of the historical irrigated acreage has been completed, allowing 100% of the water right changed in Case No. 13CW3062 to be used for augmentation purposes.

An augmentation station has been built on the William Craig ranch to deliver a portion of the priority number seven water back to the river. Also, a recharge facility has been constructed adjacent to the William Craig Ditch to generate accretions to the river during the non-irrigation season. Total deliveries through the augmentation station, total net recharge at the recharge facility, and total depletions of plan participants that were augmented during 2020 are summarized as follows. There were 14 ac-ft of surplus credits in 2020 operations, which included approximately 35% dry-up of the HCWCD's William Craig water right. It is noted that HCWCD could use up to its full William Craig water right, which would generate an additional 120 ac-ft of historical consumptive use credits that would be available for augmentation of participants in the umbrella augmentation plan decreed in Case No. 13CW3062.

Water Year 2020 Operations	Ac-Ft
Augmentation station deliveries	24
Recharge accretions	26
Return flow replacement	26
Depletions augmented	10
Surplus credits	14

The existing facilities have been sufficient during the last seven years to provide year-round replacement of depletions attributable to the water users included in the regional augmentation plan. To further increase the capability of the augmentation plan, the District constructed a reservoir of about 46 acre-feet capacity upstream of the community of Gardner and adjacent to the Huerfano River, called the Sheep Mountain Augmentation Facility. Consumptive use credits from the William Craig Ditch will be exchanged upstream and stored in this reservoir for later release when needed to make replacement under the augmentation plan.

There were four water users included in the regional augmentation plan by decree. They were Gardner Public Improvement District, Huerfano County Road and Bridge, CO61 Water Association, and Paradise Acres Homeowners Association. Four participants have joined subsequent to the signing of the decree pursuant to paragraph 15 of the decree. The level of participation of the eight water users in 2020, that is, the acre-feet of annual consumption for which they arranged for augmentation by the District, is as follows.

Participant	Annual Consumption Contracted (AF)
Gardner Public Improvement District	5.0
Huerfano County Road & Bridge	3.0
CO61 Water Assn	0.5

Paradise Acres Homeowners Assn	0.5
Cummings	2.0
NuGro	2.0
SCG	3.0
Acme	1.0
Total	17.0

The average annual consumption by all users in the HCWCD system are as follows.

Participant	2020 Annual Consumption (AF)
Gardner Public Improvement District	4.98
Huerfano County Road & Bridge	2.95
CO61 Water Assn	0.36
Paradise Acres Homeowners Assn	0.23
Cummings	0.00
NuGro	0.72
SCG	0.35
Acme	0.25
Total	9.61

Because the newer participants are start-ups and the long lag times associated with well pumping, the participants' total depletion at the river in 2020 (9.61 acre-feet) was less than the contracted amount (17 acre-feet)

The Malachite consumption and depletion will also ramp up over a 3-year period. The Malachite application indicates the well will be developed sometime in 2021 and the sanitary and water haulage location and the campground will be built in 2022.

As noted in the decree, the average historical consumptive use associated with the District's ownership of the William Craig water right was approximately 170 acre-feet per year. The challenge is providing augmentation water on a year-round basis. For this reason, the recharge pond on William Craig Ranch was constructed and the Sheep Mountain Augmentation Facility (a 46-AF storage reservoir) was constructed. An analysis of the ability of the augmentation plan with these facilities to provide year-round augmentation through severe drought was previously conducted and the firm yield of the project, upon full dry-up, was

calculated to be 52 acre-feet per year. The participants' total depletions will remain within the firm yield of the augmentation plan.

The District is aware that other water users may apply or intend to apply to be included in the regional plan for augmentation. There are currently seven well users and one surface diverter requesting a total of 17 acre-feet. The proposed water use is summarized as follows:

Water Balance	AF/yr
Existing Participants' Contracted Depletions	17
Applicants' Requested Water Use	1
Total Proposed Water Use with Applicants' Use	18
Firm Yield	52

Method of Replacement

Depletions attributable to Applicant's well will affect the Huerfano River approximately five miles upstream of the town of Gardner (Figure 1). The decree in Case No. 13CW3062 allows for exchanges from the William Craig augmentation station and recharge pond upstream to the Huerfano River at Inlet to the Red Wing Augmentation Facility. This reach includes the Applicant's well depletion point, and this exchange can be used to exchange upstream of the Applicant's well depletion point to replace depletions in the appropriate time, place, and amount. Exchanges from the SMAF outlet to the Huerfano River at the Red Wing Augmentation Facility can also be used during winter months to make replacements to the Applicant's well depletion point when accretions are not available from William Craig recharge or from the William Craig augmentation station deliveries.

Conclusion

It is my opinion that the Applicant's proposed water use, and depletions can be augmented pursuant to the terms and conditions of the decree in Case No. 13CW3062 which authorized the District's regional augmentation plan. Please let me know if you have any questions.

Sincerely,
Applegate Group, Inc.



Steve Smith, P.E.
Vice President

cc: Steve Monson

Attachments: Malachite Springs Well Application to Join HCWCD Regional Augmentation Plan
Malachite Springs Well URF

AG#:21-107

**HUERFANO COUNTY WATER CONSERVANCY DISTRICT
APPLICATION FOR AUGMENTATION OF COMMERCIAL WATER USER DIVERSIONS
HUERFANO RIVER SUBSTITUTE WATER SUPPLY PLAN AND REGIONAL AUGMENTATION PLAN
Case No. 13CW3062**

1. Applicant's name, address, phone number and email:

Kent Mace
8055 County Road 570
Gardner, Co. 81040
(719) 989-1221
kent@cswoods.com

2. Name and description of diversion structure used to obtain water:

A new well will be drilled on the same property as, and in close proximity to, The Malachite Spring (DWR Structure ID 7902339). The new well will serve as a new point of diversion for The Malachite Spring and the water right diverted from it (CW 05CW0011)

- 2.1 If the structure is a well, provide the well permit number.

Well permit number will be provided upon well application submission.

- 2.2 If the structure is a well, attach a copy of the well permit to the application

Well Permit will be provided upon receipt of permit

- 2.3 Provide copies of all Water Court decrees concerning the diversion structure(s)

Will be provided once well is completed

3. Provide history, if any, of water use at this structure:

Water has been diverted from Malachite Spring for stock and domestic purposes for over a century. Diversion records as recent as 2014 are on file and available from the DWR.

4. Name, address, phone number and email of **each** owner of the diversion structure(s) and the property to be served by the structure or diversion:

Amos Mace
8055 CR 570
Gardner, Co. 81040
(970) 309-1799
amosmace@cswoods.com

5. Provide legal descriptions of **each** property to be served by the structure or diversion:

Tract "B-1" of Lot Line Rearrangement of Tracts "B" and "C" of Boundary Survey of Tracts A-G, recorded October 15, 1998 Reception No. 336204, Map No. 17-S-293 in Pocket 24 and Folder 1; Huerfano County Records. Said Lot Line Rearrangement having been recorded May 30, 2002, Reception No. 354140, Map No. 17-S-523 in Pocket No. 29 and Folder No. 1; Huerfano County Records, tract "B-1" being located in the SE 1/4, Section 31, Township 26 South, Range 70 West, 6th P.M., Huerfano County, Colorado being more particularly described as follows:

Beginning at the E 1/4 corner of said Section 31; thence S 00° 08' 17" E, along the East line of said Section 31, a distance of 181.50 feet; thence S 89° 51' 43" W, a distance of 330.00 feet; thence S 00° 08' 17" E, a distance of 772.24 feet, to a point on the northerly bank of the Huerfano River; thence S 48° 36' 53" W, along the said northerly bank, a distance of 1274.28 feet; thence N 07° 58' 41" W, a distance of 728.27 feet; thence N 48° 15' 53" E, a distance of 300.48 feet; thence N 18° 03' 02" W, a distance of 237.72 feet; thence S 73° 25' 56" W, a distance of 309.98 feet; thence N 33° 33' 25" W, a distance of 794.68 feet to a point on the North line of the said SE 1/4; thence N 87° 47' 43" E, along the said North line a distance of 1972.12 feet, to the Point of Beginning. SAID PARCEL OF LAND CONTAINS 38.27 ACRES, MORE OR LESS.

6. Location of structure or diversion (include quarter quarter, section, township, and range, and approximate feet from section lines; include a map of the location showing the diversion structure(s)):

New well will be located approximately 400' West of current Malachite Spring location. Exact location of the new well will be determined upon completion and provided to the HCWCD then.

7. GPS coordinates for structure or diversion (if available):

8. Provide a detailed description of proposed water uses for **each** property and the basis and calculation whereby you have estimated your water. Also, answer the applicable questions:

Water diverted from the new well will be used for two purposes. It will be used in sanitary facilities, cleaning, and operations of a small 4-6 site developed campground that will have no irrigated areas. It will also be used to fill non-domestic use water tanks for general water haulage applications.

- 8.1 For hotel, motel, lodge, guest ranch, cabins **with** kitchenettes– How many guest rooms and staff rooms? _____ What is the expected annual occupancy rate? _____
- 8.2 For hotel, motel, lodge, guest ranch, cabins **without** kitchenettes– How many guest rooms and staff rooms? _____ What is the expected annual occupancy rate? _____
- 8.3 For laundromats, how many washing machines? _____
- 8.4 For restaurants, with table/bar service, what is the expected average number of customers per year? _____
- 8.5 For restaurants with paper service only, what is the expected average number of customers per year? _____
- 8.6 For kennels, what is the expected average number of dogs boarded per year? _____
- 8.7 For offices, what is the square footage of finished floor space? _____
- 8.8 For campgrounds and RV parks with central public toilet and shower facility, how many campsites?
6
- 8.9 For campgrounds and RV parks with water/sewer hookups only, how many campsites? _____
- 8.10 For warehouses, what is the square footage of floor space? _____
- 8.11 For schools without cafeteria, gym and showers, how many students? _____
- 8.12 For schools with cafeteria, gym and showers, how many students? _____

- 8.13 For automobile service station without car wash, how many pumps? _____
- 8.14 For all commercial enterprises, how many square feet of irrigated lawn and garden? _____
- 8.15 For any other type of commercial enterprise, describe the number of employees, and the types of water use.

For the water haulage portion of the commercial enterprise all diversions will be counted as 100% consumptive use. The haulage of water will primarily be for use by campground users, local small scale agricultural and construction industrial water haulers, and to supplement non-domestic commercial water haulage users of the GPID water system. All water haulage will occur from an individually metered filling point.

- 8.16 For non-commercial enterprise related use, how many square feet of lawn and/or garden irrigation: _____
- 8.17 Number of single family dwellings: _____
- 8.18 Number and type of livestock and other animals: _____
- 8.19 Surface area of ponds (in square feet): _____

9. If one or more ponds are or will be present, please answer the following questions:
Location(s) of the pond(s).

- 9.1 Location of each pond: _____
- 9.2 Surface area of each pond: _____
- 9.3 Depth of each pond: _____
- 9.4 Sources used to fill each pond: _____
- 9.5 Use of water or destination after release from each pond, if any: _____

10. Type of wastewater treatment (e.g. septic tank and leach field, evapotranspiration system, sewer line to wastewater treatment plant):

Campground will include a septic tank and a leach field for its own sanitary facilities. No general purpose black water dump will be available on site.

11. If water use will be phased-in, please describe expected timing of projected water uses:

Water usage will be phased-in over the course of a number of years. The new well will be developed sometime during 2021. Sanitary facilities and water haulage location will be built in 2022. Campground development will start in 2022 and continue.

12. If able, provide projection of volume of water use on a monthly basis for upcoming year: _____

13. What is the date the structure was first used to divert water for **each** beneficial use:

New structure to serve as point of diversion for the Malachite Spring Water Right has not been built, and thus has not yet diverted any water.

14. Does the activity for which water use is requested require permits to legally conduct operations?

Yes, business permits from the state and county will be required.

15. If the commercial activity requires permits to legally conduct operations, please list and describe what permits you currently have and what, if any, permits of which you are still in need. If there are still needed permits to be obtained, please describe why they have not yet been obtained, a description of the steps necessary to obtain them, and an estimated timeframe to obtaining such permits:

This commercial activity will require permits. The complete list of permits has not yet been determined. This activity will take a minimum of 12 months to fully plan and permit.

16. Provide a detailed description, with relevant documentation, of any existing dispute or controversy involving the diversion structure(s) or property that is the subject of this application, including any outstanding matters in dispute with the Colorado Division of Water Resources:

There are no unresolved disputes associated with the Malachite Spring Structure or its associated water rights.

17. Indicate whether you are seeking a lease (provided depletion lagging is less than 6 years) or a purchase or a lease/purchase:

Kent Mace is seeking to purchase 1 full acre foot of augmentation water to support current and future commercial activities in the Upper Huerfano Drainage area.

I understand that the Board of Directors ("Board") of the Huerfano County Water Conservancy District ("HCWCD") will rely upon the statements I have made in this Application and that such statements are subject to the provisions of § 18-8-503, C.R.S. § 18-8-503, C.R.S. states that a person commits Second Degree Perjury if he/she makes a materially false statement (*i.e.*, one that he/she does not believe to be true) while under oath with the intent to mislead a public servant in the performance of the servant's duty. I further understand such statements are subject to the provision of § 18-8-306, C.R.S. § 18-8-306, C.R.S. states that a person commits the crime of Attempting to Influence a Public Servant if he/she attempts to influence a public servant by means of deceit, with the intent to alter the public servant's decision, vote, opinion, or action concerning any matter which is to be considered or performed by him/her or the agency or body of which he/she is a member.

I understand that the Board's approval of this Application may be rescinded, whether or not the Board institutes civil or criminal proceedings against the Applicant, if it is determined that one or more of my statements herein are materially false or misleading.

The Applicant further acknowledges and understands the following:

A. HCWCD charges a non-refundable application fee for processing this Application, the amount of which is determined on a case-by-case basis; subject to paragraph G below.

B. The amount of the actual application fee will be predicated upon the fees and costs incurred by HCWCD in determining if and how to incorporate my request for water into HCWCD's substitute water supply plan or regional augmentation plan.

C. These fees and costs are the result of administrative, legal, engineering, and miscellaneous fees and costs associated with proper application processing.

D. HCWCD will provide to me an estimated application fee subsequent to my submission of this Application. After being provided the estimated application fee I may choose to decline to have the Application processed, thereby avoiding payment of any application fee.

E. If I choose to have HCWCD process my application I must pay the entire estimated application fee set forth by HCWCD before HCWCD will conduct any application processing activities.

F. That HCWCD will endeavor to provide an accurate estimate; however, I understand in some circumstances, the estimated application fee may not be the same amount as the actual application fee. The amount of the actual application fee will be determined after the completion of the application processing. By authorizing the processing of this Application, I agree to pay the actual application fee which shall be the total of all reasonable administrative costs, engineering fees and costs, legal fees and costs, and any other fees and costs incurred by HCWCD in the processing of my Application. I agree to pay the actual application fee whether or not HCWCD ultimately approves my application, or whether or not I ultimately lease or purchase water from HCWCD.

G. Any amount of the estimated application fee paid by me that is over and above the actual application fee will be returned to me upon approval or denial of my application by HCWCD. Alternatively, any amount of the actual application fee that is over and above the estimated application fee is due by me upon the completion of the Application processing.

H. If I choose to proceed with the application process there is no guaranty or representation of success or the timeliness of inclusion into the HCWCD plan. I understand that if measuring devices or other equipment are necessary for the administration or acceptance of my diversions into the HCWCD plan, that I will be responsible for such costs. Such costs will be separate and in addition to the actual application fee.

I. If my application is successfully processed to include my diversions as augmented under the HCWCD's substitute water supply plan or the regional augmentation plan, I will be required to pay the difference between the estimated application fee and the actual application fee, if any, and to sign a purchase or lease agreement with HCWCD for the provision of the temporary or permanent replacement water, as the case may be under the circumstance. This lease or purchase agreement shall set forth the lease or purchase price and the terms and provisions for inclusion within HCWCD's plan.

J. Such lease or purchase agreement shall be upon terms satisfactory to HCWCD, and I have been encouraged to inquire as to the expected terms and prices for the provision of replacement water by HCWCD.

K. All water uses and the augmentation water supplied to me by HCWCD is subject to the HCWCD legally enacted rules and regulations as they now exist and as they may be added, amended, or supplemented in the future, and I agree to be bound by and comply with all such applicable HCWCD rules and regulations.

Applicant: KENT MACE
Title: OWNER
Date: 3-22-21

APPLICANT:

Kent Mace
Signature

KENT MACE , OWNER
PRINT Name Title

STATE OF COLORADO)
COUNTY OF HUERFANO) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by

Witness my hand and official seal.
My commission expires:

Notary Public

**This section to be completed after Applicant is provided an estimated application fee:
Please mark and sign only one selection.**

I hereby authorize Huerfano County Water Conservancy District to process this application, and thereby agree to pay the actual application fee.

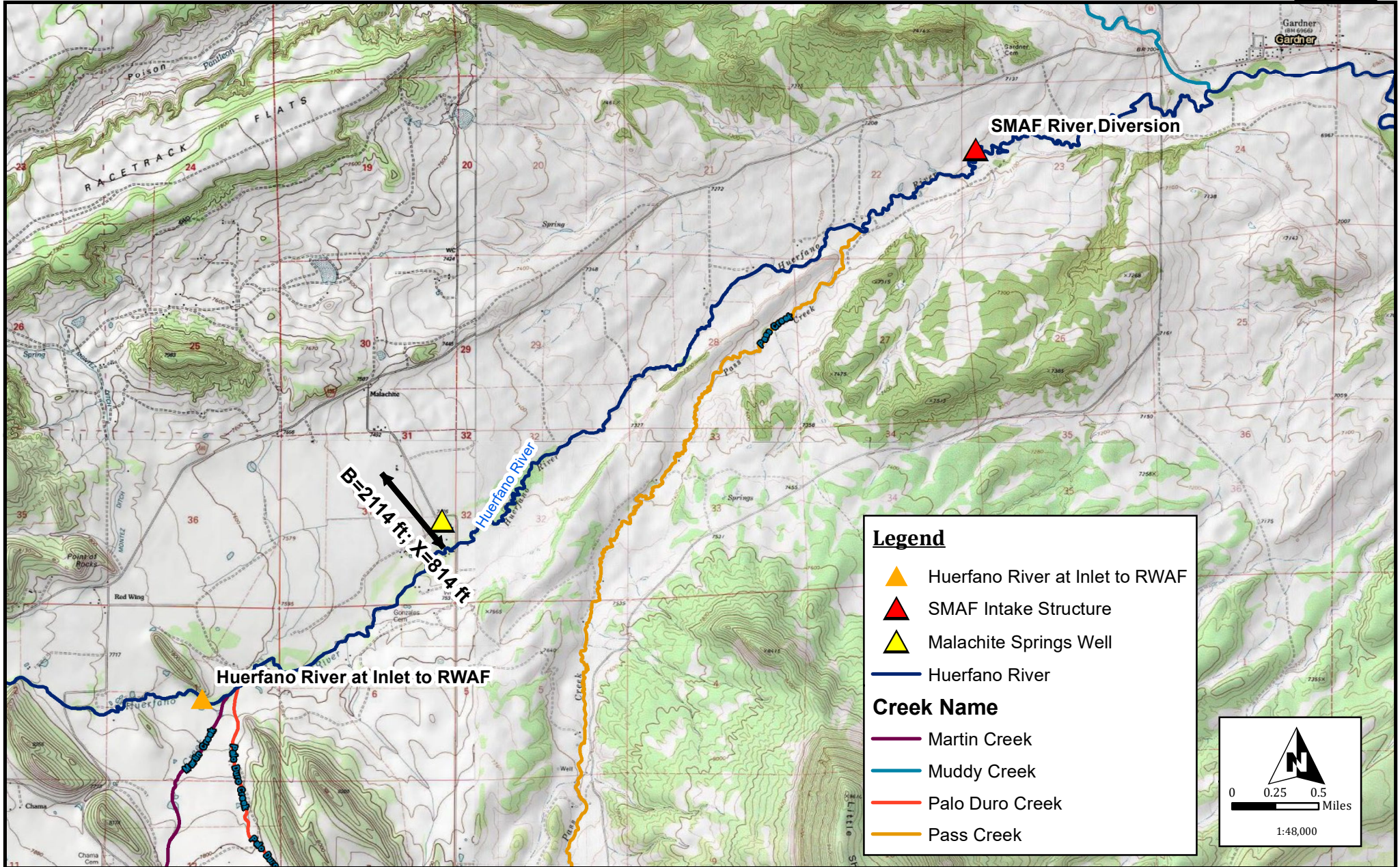
Signature

I hereby cancel my request for Huerfano County Water Conservancy District to process this application and thereby do not incur any fees or costs.

Signature

Attachment B – Malachite Springs Well URF

Month	URF
1	0.267
2	0.278
3	0.113
4	0.059
5	0.039
6	0.027
7	0.022
8	0.018
9	0.014
10	0.013
11	0.011
12	0.011
13	0.009
14	0.007
15	0.008
16	0.007
17	0.007
18	0.006
19	0.006
20	0.006
21	0.005
22	0.005
23	0.005
24	0.005
25	0.005
26	0.004
27	0.004
28	0.004
29	0.004
30	0.004
31	0.003
32	0.003
33	0.003
34	0.003
35	0.003
36	0.003
37	0.003
38	0.002
39	0.002
40	0.002
Total	1.0000



Applegate Group, Inc.
 Water Resource Advisors for the West
 1490 West 121st Ave., Ste 100 Phone: (303) 452-6611
 Denver, CO 80234-2728 Fax: (303) 452-2759
 www.ApplegateGroup.com e-mail: info@applegategroup.com

HCWCD

Malachite Springs Vicinity Map

Date: 12 May 2021
 Job #: 21-107
 Drawn By: DAB

Figure: **1**
 Of: **1**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 12th day of July, 2021, a true and correct copy of the foregoing, Notice of Inclusion on Application of Kent Mace and Amos Mace, 8055 County Road 570, Gardner, Colorado 81040 (“Mace”) for a Participating Diversion was sent in accordance with Exhibit H of the Decree in 13CW3062, District Court, Water Division 2, via regular mail and electronic mail, as indicated, to the following:

- 1. Stephen Wardell and Carolyn Wardell**
2955 C.R. 611
Walsenburg, Colorado, 81089

With notice to:

Chip Cutler
Cutler Law Office, LLC
P.O. Box 743
329 W. Hwy 50
Salida, Colorado 81201
chip@cutlerlaw.org

- 2. Fort Lyon Canal Company**
750 Bent Avenue
Las Animas, CO 81054

With notice to: Grosscup Balcomb & Green, P.C.
c/o David C. Hallford
Sara M. Dunn
P.O. Drawer 790
Glenwood Springs, Colorado, 81602
dhallford@balcombgreen.com
sarad@balcombgreen.com

- 3. District 67 Irrigation Canals Assn.**
c/o Don Higbee, Secretary/Treasurer
18529 Highways 50 and 285
Lamar, Colorado, 81052

With notice to:

Shinn, Steerman & Shinn
c/o Donald L. Steerman
P.O. Box 390
Lamar, Colorado, 81052
shinnsteermanlaw@centurytel.net

- 4. Donald Andreatta and Barbara Andreatta**
1370 County Road 358
La Veta, Colorado, 81055

With notice to:

Grosscup Balcomb & Green, P.C.
c/o David C. Hallford and Scott Grosscup
P.O. Drawer 790
Glenwood Springs, Colorado, 81602
dhallford@balcombgreen.com

- 5. Colorado Water Conservation Board**
Stream and Lake Protection Section
1313 Sherman Street, Room 721
Denver, Colorado, 80203

and with notice to:

Office of the Colorado Attorney General, Natural Resources and Environment Section
1300 Broadway, 7th Floor
Denver, Colorado, 80203
Jen Mele jennifer.mele@coag.gov

6. Growing Roots, LLC

P.O. Box 928
Carmel Valley, CA 93924

With notice to:

Alperstein & Covell P.C.
c/o Andrea L. Benson, Cynthia F.
Covell, and Robert T. Donald
1600 Broadway, Suite 1070
Denver, Colorado, 80202
alb@alpersteincovell.com

7. Lucy R. Hibberd

327 S. 7th Street
Aspen, Colorado, 81611

With notice to:

Corona Water Law
c/o Craig Corona
420 E. Main Street, Suite 203
Aspen, Colorado, 81611
cc@craigcoronalaw.com

8. Colorado State Engineer

1313 Sherman Street, Room 818
Denver, Colorado, 80203

and with notice to:

Jeff Deatherage:
jeff.deatherage@state.co.us

Melissa van der Poel

melissa.vanderpoel@state.co.us

And with notice to:

Office of the Colorado Attorney
General, Natural Resources and
Environment Section
1300 Broadway, 7th Floor
Denver, Colorado, 80203

9. Colorado Division 2 Engineer

310 E. Abriendo Avenue, Suite B
Pueblo, Colorado, 81004

With notice to:

Bill Tyner: bill.tyner@state.co.us
Doug Brgoch: doug.brgoch@state.co.us
Lenna Rauber: lenna.rauber@state.co.us

and with notice to:

Office of the Colorado Attorney
General, Natural Resources and
Environment Section
1300 Broadway, 7th Floor
Denver, Colorado, 80203
paul.benington@coag.gov

10. Charles F. Rowland

P.O. Box 7
Gardner, Colorado, 81040

11. Tom and Mary Thayer

4008 C.R. 650
Rye, CO 81069

12. The Castle Ranch, LLC

5801 E. 6th Avenue Pkwy
Denver, CO 80220

With notice to:

Stephen H. Leonhardt
Bernard F. Gehris
Burns, Figa & Will, P.C.
6400 S. Fiddlers Green Circle
Suite 1000
Greenwood Village, CO 80111
sleonhardt@bfwlaw.com

and

Roger T. Castle, # 7621 Roger T.
Castle, P.C. 1580 Lincoln St, Suite 500
Denver, CO 80203 Phone: (303) 839-
8251 E-mail:

rtcpc@earthlink.net
roger@rtcastlelaw.com

MONSON, CUMMINS & SHOHET, LLC

/s/ Ryan W. Farr

Steven T. Monson, #11329
Ryan W. Farr, #39394
Counsel for Applicant, Huerfano County
Water Conservancy District

Land Use Application #24-008
Campground Conditional Use Permit
Attachment 4 – Agency Comments



COLORADO

Parks and Wildlife

Department of Natural Resources

Pueblo Service Center
600 Pueblo Reservoir Road
Pueblo, CO 81005
P 719.561.5300 | F 719.561.5321

Item 6c.

April 11, 2024

Cheri Chamberlain
401 Main Street Suite 304
Walsenburg, CO 81089

RE: Application 24-008 Malachite RV Park

Dear Cheri Chamberlain,

Colorado Parks and Wildlife (CPW) has received and appreciates the request for comments on the proposed Malachite RV Park located off of County Road 570. CPW has prepared a list of potential impacts to local wildlife and recommendations to avoid, minimize, and mitigate those impacts.

CPW has a statutory responsibility to manage all wildlife species in Colorado; as such we encourage protection for Colorado's wildlife species and habitats through responsible energy development and land use planning. Protection of core wildlife areas, quality fisheries and habitat, big game winter range and seasonal migration corridors, and raptor nesting locations are of extreme importance. CPW recommends that all proposed projects be assessed to avoid, minimize, or mitigate impacts to sensitive wildlife habitats and species. That includes species of concern as well as Federal and/or State listed species, big game wildlife (migration corridors, winter range, parturition areas), breeding and nesting habitats for sensitive ground-nesting birds, and nests of raptors sensitive to development in order to prevent loss of habitat or fragmentation of habitat. US Fish and Wildlife Service (USFWS) should be consulted on any Federally-listed Endangered and Threatened Species that might be present at the location.

Raptors and Migratory Birds: There is suitable habitat for nesting raptors and migratory birds on the proposed site. To avoid impacts to the nesting efforts of migratory birds CPW recommends that proposed development of the site, construction and vegetation clearing activities occur outside of the breeding season (March 15th-October 31st). If construction must occur during the breeding season, surveys for active nests should be conducted prior to groundbreaking. All migratory birds are protected under the Migratory Bird Treaty Act and removal or disturbance of any active migratory bird nest would require consultation with CPW and USFWS prior to disturbance. CPW also recommends the use of preconstruction surveys to



Jeff Davis, Director, Colorado Parks and Wildlife

Parks and Wildlife Commission: Dallas May, Chair • Richard Reading, Vice-Chair • Karen Bailey, Secretary • Jessica Beautieu
Marie Haskett • Jack Murphy • Gabriel Otero • Duke Phillips, IV • James Jay Tutchtton • Eden Vardy

identify raptor nest within the project area and the implementation of appropriate restrictions.

Mule Deer Severe Winter Range: Mule deer severe winter range is defined as that part of overall range where 90% of the individuals are located when the annual snowpack is at its maximum and/or temperatures are at a minimum in the two worst winters out of ten. Mule deer winter ranges are considered high priority for protection from disturbance associated with development and critical to sustain mule deer populations across Colorado. For parcels or portions of parcels, that overlap mule deer severe winter range, CPW recommends a timing limitation for no permitted or authorized human activities from December 1 to April 30. The proposed project is located within an area that is classified as severe winter range for mule deer in Huerfano County.

Elk Severe Winter Range: Elk severe winter range is defined as that part of the overall range where 90% of the individuals are located when the annual snowpack is at its maximum and/or temperatures are at a minimum in the two worst winters out of ten. Elk winter ranges are considered a high priority for protection from disturbance associated with development, and are critical to sustain elk populations across Colorado. For parcels or portions of parcels, that overlap elk severe winter range, CPW recommends a timing limitation to preclude any permitted or authorized human activities from December 1 to April 30. The proposed project is located within an area that is classified as severe winter range for elk in Huerfano County.

Invasive and Nuisance Species: CPW recommends the development and implementation of a noxious weed control plan for the site. It is recommended that all disturbed soils in the area be monitored for noxious weeds. Noxious weeds should be actively controlled until native plant revegetation and reclamation is achieved. It is recommended that all areas disturbed by the development be revegetated with native plant species.

Other considerations: Huerfano County is well known for its black bear population. To reduce any wildlife conflicts involving black bears, CPW recommends and encourages the use of bear resistant trash containers in the campground. The use of a bear resistant dumpster located behind a permanent enclosure such as fencing/brick, or other type of enclosure is highly advised. Food like trash is another bear attractant that results in human bear conflicts. Placement of bear resistant food storage boxes or containers in the primitive campground for use by tent campers to secure food away from human tents/other temporary dwellings is recommended.

CPW would appreciate the implementation of a dog leash rule in the campground. A campground rule requiring all pets must be leashed and appropriate signage for such a rule will reduce human wildlife conflicts including pets chasing/harassing wildlife. Furthermore bear aware and ethical wildlife viewing information is encouraged to be posted and communicated to guests.

Construction of a bathroom facility at the campground is encouraged by CPW to prevent waste and litter from entering the surrounding habitat and riparian areas. Implementation of the lights out policy after dark, no generators, single communal fire pit, and noise curfew will all aid in minimizing impacts to wildlife.



Furthermore CPW encourages that riparian areas and mature native trees not be impacted or disturbed on the property to minimize impacts to wildlife.

In areas where ground disturbing activities are anticipated, CPW recommends reclamation with native grass and/or plant species. Proper reclamation, from a wildlife perspective, involves both soil stabilization and ground cover establishment. Reclamation seed mixes should be suited for on-site soil types and mirror both existing and native plant communities. Specific seed mixtures may be specified and or obtained by the Natural Resources Conservation Service (USDA).

A thorough noxious weed control program is also essential in proper reclamation to prevent disturbed areas from being invaded by non-native vegetation that can be detrimental to existing wildlife habitat. This may be achieved via a noxious weed management plan.

CPW appreciates this opportunity to review the proposed Malachite RV Park on County Road 570. Economic developments such as this project are understood to be important to the local communities and Huerfano County as a whole.

Impacts to local wildlife can be minimized through all of the following; The use of bear resistant storage/trash receptacles, pet leash rules, bathroom facilities to contain waste, reseeding of disturbed areas, and minimizing disturbance while avoiding riparian areas. Please feel free to contact our office at (719)-561-5300 if you have any questions and or comments regarding this letter or any other wildlife matter.

Sincerely,



Michael D Brown
Area Wildlife Manager
Area 11-Pueblo



Jeff Davis, Director, Colorado Parks and Wildlife
Parks and Wildlife Commission: Dallas May, Chair • Richard Reading, Vice-Chair • Karen Bailey, Secretary • Jessica Beaulieu
Marie Haskett • Jack Murphy • Gabriel Otero • Duke Phillips, IV • James Jay Tutchton • Eden Vardy



April 23, 2024

Huerfano County - Land Use
401 Main St.
Walsenburg, Colorado 81089

RE: Land Use Permit 24-008_Malachite Campground_Mace

Dear Sir/Madam,

This letter is provided as a courtesy comment as this proposal does not involve a subdivision requiring comment by the State Engineer's Office pursuant to C.R.S. 30-28-101(10)(a). Therefore, pursuant to the State Engineer's March 4, 2005 memorandum to county planning directors, this office will only perform a cursory review of the referral information and provide comments. The comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The submittal indicates the above-proposed Land Use Permit on behalf of Amos Mace in seeking approval for a proposed commercial operation, summarily described, when complete to include:

- *A 10-space RV-campground ... equipped with electric and water hookups*
- *10-12 primitive tent sites with no hookups to be used for tent and van camping.*
- *Separate structure(s) for bathrooms, showers, and a common kitchen area for guests.*
- *A Bulk Water Dispensing Station for public use*
- *A seasonal, live-on-site manager who will occupy a 1,200 square-foot dwelling*

Said proposed project to be located upon Tract B-1 of *Lot Line Rearrangement of Tracts B and C of Boundary Survey of Tracts A-G Survey 17-S-293, 17-S-523*, within the Official Records of Huerfano County, Colorado. Said approximately 38.27± acre parcel is owned by Amos Mace and located primarily within the SE1/4 of Section 31, Township 26 South, Range 70 West of the Sixth P.M., Fremont County, State of Colorado, also known as 8055 County Road 570, Gardner, CO 81212, and being further designated as Huerfano County Parcel ID 29097.

History:

According to our records, the Colorado Division of Water Resources shows the following administered features upon the aforementioned parcel:

- A groundwater well, permitted under State Engineer's Office Permit No. 153904.
 - This permit does not confer a decreed water right
 - The use of ground water from this well is limited to fire protection, ordinary household purposes inside three (3) single-family dwellings, the irrigation of not more than one acre of home gardens and lawns, and the watering of domestic animals.
 - **This permit does not allow for any commercial uses**
- Pond WDID 7903312, Malachite Lower Pond
 - Subject to Water Court Case 05CW0102



- Pond WDID 7903313, Malachite Upper Pond
 - Subject to Water Court Case 04CW0127

Compliance:

This action involves an expanded or changed use of ground or surface water, requiring further action by applicant(s) to fully secure a legal source of groundwater able to serve a proposed commercial operation. Therefore, the DWR recommends disapproval of this application, based solely on a lack of a legal source of water, only until remedied. Evidence of remedy shall include:

- A groundwater permit authorizing commercial uses issued by the Colorado Division of Water Resources, received to the CDWR Division 2 Office, by email at dnr_div2ground.water@state.co.us in pdf format, AND
- Documentation that said commercial-use permit, once issued, has been included and able to operate within Huerfano County Water Conservancy District's Regional Augmentation Plan, operating under Case No. 13CW3062, received to the CDWR Division 2 Office, by email at dnr_div2ground.water@state.co.us in pdf format.

Upon receipt and review of evidentiary items, the CDWR Division 2 Office shall issue a revision to this letter towards Huerfano County Planning and Zoning.

Please reach out with questions or concerns by email to dnr_div2ground.water@state.co.us.

Sincerely,

Ivan Valles
Data Analyst - GIS Specialist, CDWR Division 2

ec: Christine Sednek, P.E., Water Resources Engineer
Jeff Montoya - South Lead Water Commissioner, Division 2
Lenna Rauber - District 79 Water Commissioner, Division 2
Dan DiRezza - Groundwater Enforcement Lead, Division 2
Russ Dash - District 79 Groundwater Commissioner, Division 2
Monica Long - Research Scientist - Lead GIS Specialist, Division 2



to me ▾

Hello. The only comment I have in this from the Forest Service's standpoint is that if any shuttles are conducted that deliver individuals to the National Forest (as mentioned in their application), a permit will be necessary. Therefore the entity will need to apply for a permit and then we would make a determination as to whether or not a permit will be issued.

Item 6c.

Please let me know if you need further information. Thank you for the opportunity to provide input.

Destiny Chapman
District Ranger
Forest Service
Pike-San Isabel National Forests
& Cimarron and Comanche
National Grasslands
San Carlos Ranger District

p: 719-269-8701

c: 719-429-0032

destiny.chapman@usda.gov

3028 East Main Street

Canon City, CO 81212

www.fs.fed.us

**Caring for the land and serving
people**

Rauber - DNR, Lenna <lenna.rauber@state.co.us>

to me ▼

Item 6c.

Cheri,

I just received application.

Thanks,

Lenna Rauber

Water Commissioner, District 79



COLORADO

Division of Water Resources

Department of Natural Resources

P 719.542.3368 | C 719.568.0489

310 E. Abriendo Ave., Suite B, Pueblo, CO 81004

lenna.rauber@state.co.us | <https://dwr.colorado.gov>

230



hcwcdistrict@gmail.com

to me, Scott ▾

Item 6c.

Hello Cheri,

The HCWCD board reviewed this application at its meeting this evening and had no questions or comments for your office.

Kind regards,

Carol Dunn

Carol S Dunn

Administrator

Huerfano County Water Conservancy District

hcwcdistrict@gmail.com

(719) 742-5581 (home office)

PO Box 442

La Veta, CO 81055

231

Re: Land Use Permit 24-008

External

Inbox x



Item 6c.

darrell adler <darrelladler@yahoo.com>

to me ▾

Wed, Mar 13, 12:34 PM



i do believe this is a smart business idea and would promote tourism and help bring some money to the county i do i have some questions and concerns regarding public health and safety.

1. In the plans it says their will be a communal fire pit. will this be considered "commercial" and be exempt under burn ban restrictions?
2. evacuation routes? impact of traffic to evacuate on to the county road?
3. Landing Zone for medical. we have experince with the camping with the star gazers and see a increase in medical calls with the added people in the community and have had to have flight for life, it makes it easier to perform these task if their is already a prepared LZ and with it being year round camping and the distance i think it may be a smart thing to look at.

232

Thank you.



Kay Whitley <kwhitley@sprhc.org>

Tue, Mar 12, 11:16 AM



to me, Michael, Royce, mike.brown@state.co.us, spencer.gerk@state.co.us, Robin, Aaron, GF02, Carlton, Robert, Bruce, Ryan, dennis.page@usda.gov, lking, upperhuerfanocd@gmail.com, hcwcdistrict@gmail.com, Charles, dnr_dnr.edoassist@st

Item 6c.

Received, no questions or concerns. Thank you!

Respectfully,

Kay

Kay L. Whitley

President and CEO

kwhitley@sprhc.org

719-738-5100 x 135 | FAX: 719-738-5138

23500 U.S. Hwy. 160 | Walsenburg, CO 81089





Robin Sykes <rsykes@la-h-health.org>

to me, Aaron ▾

Tue, Mar 12, 1:46 PM



Hello Cheri

Thank you for getting this information to our Department. I have reviewed the proposal and have these comments/requirements.

1. The bulk water station that will serve water to the public and also the water water provided for the campers must meet the requirements of: CDPHE Regulation WQCD Regulation 11: <https://www.coloradosos.gov/CCR/GenerateRulePdf.do?ruleVersionId=11290&fileName=5%20CCR%201002-11>.
2. The OWTS (Onsite wastewater treatment systems) for this commercial use must be designed by a Registered Professional Engineer as required in Regulation 43 (43.8.L.1.a): <https://www.coloradosos.gov/CCR/GenerateRulePdf.do?ruleVersionId=7543&fileName=5%20CCR%201002-43>. If the total volume of the sewage should exceed 2,000 gallons per day, it shall be under the jurisdiction of CDPHE and Regulation 22.
3. The Dump Station - Must be designed and constructed such that it has adequate volume (2000 gallons or more) and is also equipped with a visible and audible alarm (Regulation 43, 43.12.C.9.) There shall be a written agreement between facility and a licensed wastewater pumping company to assure that pumping will be conducted on a routine basis.

Although not mentioned in this narrative, if food is prepared or dispensed to the patrons restaurant/snack bar or grocery store (Retail Food Establishment), the jurisdiction falls under the authority of the Las Animas-Huerfano Counties District Health Department and the appropriate paperwork, licensing and inspections shall be required.

These requirements are the minimum required for this type of proposal, there may be more as the project unfolds.

Thank you

Robin

Land Use Application #24-008
Campground Conditional Use Permit
Attachment 5 – Public Comments
Received after PC Decision

5/7/2024

Huerfano County Commissioners:
RE: Proposed RV Park on County Road 570

We would like to express some concerns about the proposed RV Park on County Road 570 in Gardner, CO.

We are not in disagreement that a RV Park would be successful in the Gardner area. Many people enjoy travelling to our area. Currently there is very limited availability for short term housing and/or places to park a RV.

Our concern is that it is intended to be placed very close to existing neighbors. People live in this area for the rural environment that it provides. By placing a RV park directly behind the closest neighbor is very disrespectful of rural living. If a RV park is approved it should be stipulated to be placed back to the far west of the property where existing neighbors would have the least impact.

Respectfully,

Dan and Corey Gomez
1022 County Road 572
Gardner CO 81040
719-250-3858



Kyla Witt <kwitt@huerfano.us>

Fwd: Urgent Protest Against Proposed RV Park Construction in Huerfano County

1 message

Carl Young <cyoung@huerfano.us>
To: landuse <landuse@huerfano.us>

Tue, May 7, 2024 at 8:04 AM

----- Forwarded message -----

From: **Doreen Martinez** <dmartinezjlp@gmail.com>
Date: Mon, May 6, 2024 at 7:37 PM
Subject: Urgent Protest Against Proposed RV Park Construction in Huerfano County
To: <John@huerfano.us>

May 6, 2024

Dear Huerfano County Commissioner Galusha,

I am writing to express my deep concerns and strong opposition to the proposed construction of an RV park in our beloved Huerfano County. As a resident who cherishes our area's natural beauty and tranquility, I urge you to reconsider this development and its potential negative impacts on our community.

First and foremost, I would like to address the lack of adequate emergency resources in our county. Like many rural areas, Huerfano County already faces challenges in providing timely emergency services. Adding an RV park would only exacerbate this issue by increasing the population density and placing additional strain on our already limited resources. In an emergency, such as a medical crisis or natural disaster, the presence of an RV park could significantly hinder our ability to respond effectively and ensure the safety of residents and visitors alike.

Furthermore, the construction of an RV park would inevitably lead to increased traffic in our area. Our roads are not designed to accommodate large volumes of vehicles, especially during peak tourist seasons. The influx of RVs and other vehicles associated with the park would not only disrupt the flow of traffic but also pose risks to resident safety and further degrade the condition of our already strained infrastructure.

Perhaps most concerning is the potential disruption of serenity for those who purposefully purchased land in Huerfano County to escape overcrowded urban areas and enjoy the peace and quiet of rural living. The construction and operation of an RV park would introduce noise, light pollution, and a constant influx of strangers into our community, undermining the very reasons why many of us chose to call this place home.

Moreover, the proposed RV park would undoubtedly strain our limited resources, including water and electricity. Huerfano County already faces challenges in managing these resources, particularly during drought or high demand. The additional demand from an RV park could further deplete our water supply and strain our electrical grid, leading to potential shortages and increased costs for residents.

Lastly, the construction of an RV park would significantly increase the risk of wildfires in our area. With our county's dry climate and abundant vegetation, the threat of wildfires is already a major concern for residents. The presence of RVs, which often rely on flammable fuels such as propane and inherently include campfires, would pose a significant fire risk, endangering both our property and our lives.

In light of these concerns, I urge the county commissioners to reject the proposed construction of the RV park and instead focus on preserving the natural beauty and quality of life that make Huerfano County such a special place to live. Our community deserves better than to be overrun by developments that prioritize profit over the well-being of its residents.

Thank you for considering my concerns, and I trust that you will make the right decision for the future of Huerfano County.

Sincerely,

Doreen Garcia Martinez

719-406-3645

--
John Galusha
Huerfano County Commissioner
719-248-4541



HUERFANO COUNTY GOVERNMENT STAFF REPORT

Date: May 14, 2024
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Permit #20-027 Vacate County Road 565

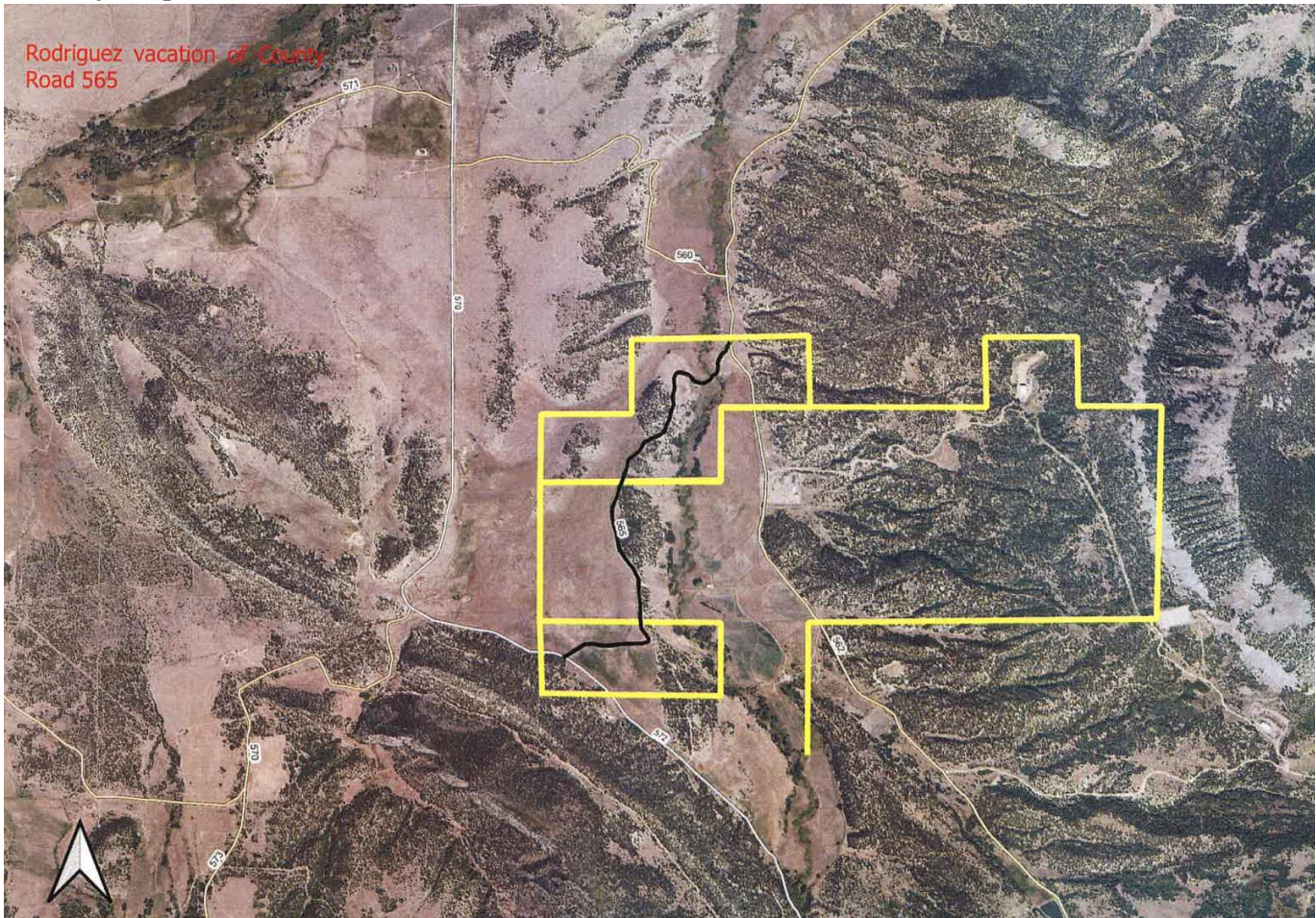
Request:

With this application Fred Rodriquez (the Applicant), on behalf of the Rodriquez Family Trust, requests the following:

Vacation of County Road 565, which runs from County Road 572 to County Road 562, in the north west quarter of the County.

The road runs through three parcels, owned by the Rodriquez Family Trust, Kostgove Ranch LLC, and Soledad3LLC.

Vicinity Map:



Process Summary:

1. Staff determines completeness, routes to relevant referral agencies and schedules & posts notices for public meeting /public hearing with PC and prepares staff report
2. Public notices and notices to referral agencies
3. PC public hearing and recommendation
4. BOCC public meeting and decision

Code References:**§ 2.15 Vacating of Approved and Recorded Plats, Roads or Easements**

Applicants may apply for the vacating of any plat, road, easement or portion thereof so long as the plat, road, easement or portion thereof has been filed and recorded in the office of the Huerfano County Clerk and Recorder.

§ 2.15.03 Criteria for Action on a Vacating Application

All actions by the Planning Commission in reviewing and making recommendations on an application to vacate an approved and recorded plat or easement and by the Board of County Commissioners in approving or disapproving such applications, shall be based in general upon the provisions of these regulations and specifically upon the following criteria:

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

§ 2.15.04 Vacating of Roads, Streets and Highways:

Any conflicting provisions contained within these regulations, notwithstanding the procedures for vacating roads, streets and highways shall conform to the provisions contained in Section 43-2-301, et seq. Colorado Revised Statutes.

Application Materials Required:**§ 2.15.02 Submittal Requirements**

Submittal requirements for an application to vacate an approved and recorded plat or easement shall include a completed application, submittal requirements listed in Section 8.03, the appropriate filing fees and the following items:

1. A copy of the approved and recorded plat or easement and a vacated plat. Said plat shall be prepared as a final plat and shall be prepared by and have the seal of a registered land surveyor, duly registered to practice in the state of Colorado.
2. A legal description of the land to be vacated and the area, in acreage or square feet.
3. The Planning Commission may, at its discretion and upon written request by an applicant, waive any but not all of the submittal requirements listed above and the Planning Commission may also, at its discretion, add such submittal items as it deems necessary and appropriate to evaluate and recommend upon any application for the vacating of a plat, right-of-way or easement.

§ 8.03 Submittal Requirements:

In addition to those requirements specific to each land use application type, the following are required with all land use applications:

1. Letter of Intent providing a detailed description of the project. Letter should provide an explanation of why the application should be approved by addressing how the project meets criteria for approval and is in alignment with the Comprehensive Plan and/or other adopted planning documents.
2. Proof of Ownership of all affected lots. If applicant is not the owner, provide written evidence of authority to act on behalf of the lawfully demonstrated owner of the property.
3. Legal description of property.
4. Site plan drawn to scale. Plan to include existing and proposed location of all structures, uses, zoning district boundaries, and setbacks on the land involved in request.
5. If a public hearing is required, a list of names and mailing addresses of owners of record within the radius required for each permit type.
6. If a public hearing is required, pursuant to C.R.S. § 24-65.5-103 (2) (a) The applicant shall identify the mineral estate owners and lessees and easement holders entitled to notice pursuant to this section as shown in the records in the office of the County Tax Assessor and Clerk and Recorder. Provide with application a list of the owners of subsurface mineral interests and their lessees within the required radius for each permit type and on the proposed site, if any, as shown on the records of the Huerfano County Assessor, and their complete mailing addresses.
7. If a public hearing is required, applicant must pay for the cost of publication of the mailed and published public hearing notices.

Application Materials Received:

1. Application
2. Authorization for Fred Rodriquez to Speak on behalf of Soledad3LLC
3. Warranty Deed with Legal Description [Proof of Ownership]
4. Power of Attorney for Virginia Rodriguez Trujillo [Evidence of Authority]
5. Management Agreement of the Rodriquez Family Trust [Evidence of Authority]
6. Request to Waive Plat Amendment Requirement
7. Letter of Intent
8. Area Maps

8.07 Referral Agencies:

The Planning Commission shall determine which, if any, of the following referral agencies shall review the initial and /or preliminary submission:

- a) Huerfano RE-1 School District [School district(s) in which the land encompassed by the proposed subdivision is located.]
- ~~b) Each county, other than Huerfano County, and municipality within a three (3) mile radius of any portion of the proposed land use.~~
- c) San Isabel Electric Association [All applicable local and state improvement and special districts, ditch companies and utilities.]
- ~~d) Colorado State Forest Service, when applicable.~~
- e) Huerfano-Las Animas Area Council of Governments.
- f) Upper Huerfano Soil Conservation District.

- g) CDPHE and Las Animas Huerfano Counties District Health Department [Colorado Department of Public Health and the Environment and/or such county, district or regional health departments as may exist.]
- h) State Engineer/Colorado Division of Water Resources.
- i) Other referral agencies and potentially affected parties that the Planning Commission determines to be appropriate.**
- j) Huerfano County Water Conservancy District [Water Conservation Agency.]
- k) Upper Huerfano Fire Protection District [Fire Protection District.]
- l) Huerfano County Economic Development.
- m) Parks and Wildlife.
- n) Tourism Board.
- ~~o) HOA or POA if property is within its jurisdiction.~~
- p) The property owners within 500 feet of County Road 565.

Received four responses from three agencies:

1. Two from Colorado Parks and Wildlife who had no problems with the vacation.
2. One from the Las Animas-Huerfano Counties Health Department with no problems with the vacation.
3. One from Upper Huerfano Fire Protection District that does have concerns with the vacation. (Please see attached correspondence).

Commission Action: On April 11, 2024 the Huerfano County Planning Commission voted unanimously to recommend to the Huerfano County Board of County Commissioners the approval to vacate County Road 565 with the condition that Kosgove Ranch and emergency personnel have access.

Recommendation:

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

Enclosures:

- Application Materials

Land Use Application #20-027
Plat Amendment
Attachment 1 - Application

Huerfano County Land Use Department
400 Main Street, Suite B
Walsenburg, Colorado 81089
719-738-1220 ext. 103



Item 6d.

GENERAL LAND USE APPLICATION

Application File No.: 20-027

1. ACTION(S) REQUESTED:

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

2. APPLICATION STATUS (for County use only):

Date Application Received: 12-21-2020 Application Fees Required: 200⁰⁰
Received By: J. Steve Charnel Date Application Fees Paid: 12-21-2020

3. APPLICATION AND OWNER INFORMATION:

Name of Applicant: Fred Rodriguez, representative for Rodriguez Family Trust
Applicant's Mailing Address: 508 East 5th Street Walsenburg Colorado 81089
Applicant's Telephone and/or FAX: (719) 738-2222 or (719) 250-2334
Applicant's E-Mail Address: fred.rodriguez.2222@gmail.com
Name of Land Owner: Rodriguez Family Trust
Land Owner's Mailing Address: c/o 508 East 5th Street Walsenburg Colorado 81089
Land Owner's Telephone and/or FAX: (719) 738-2222

4. SUMMARY OF APPLICATION:

Land Area included within the scope of this Application: N/A Square Feet or Acres
Legal description of land on which action is proposed (please attach the legal description to this Application):
Existing Zoning District(s): Agricultural
Proposed New District(s): N/A
Number of Existing Lots: 3 Tract

Huerfano County Land Use Department
400 Main Street, Suite B
Walsenburg, Colorado 81089
719-738-1220 ext. 103



GENERAL LAND USE APPLICATION

Number of Proposed Lots: 3

Number of Proposed Dwelling Units: N/A

Proposed Average Lot Size: N/A

If a Variance Request, please state the reason for the Variance(s): N/A

Is all or a portion of the subject land located in a potential flood plain area, or are there areas with slopes in excess of twenty percent (20%)? YES NO

If YES, which of these conditions exist? Flooding where County Road 562 and County Road 565 meet.

Value of proposed new development: N/A

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

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

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

Please list any additional pertinent information: _____

5. CERTIFICATION BY THE APPLICANT:

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

Signature of Applicant: Fred Rodriguez Date: 11-19-20

6. ACTION (by the authorized permitting authority):

Final Approval Conditional Approval Denial

Name _____ Signature _____

Title _____ Date _____

Land Use Application #20-027
Road Vacation

Attachment 2 – Statement of Authority

**Authorization for Fred Rodriguez to speak on behalf of Soledad3LLC
pertaining to our joint petition and request to
vacate County Road 565 in Huerfano County, Colorado**

Larry J. Rodriguez, Maria L. Rodriguez, and Salomé Ann Rodriguez-Thorson, equal owners of the Soledad3LLC, which holds our deeded property at 1398 County Road 565, Gardner, Colorado 81040; hereby authorize our cousin, Fred Rodriguez, who resides at 508 E. 5th Street in Walsenburg, Colorado, 81089, to speak on our behalf pertaining to our joint petition and request to vacate County Road 565 (7 miles SW of Gardner, Colorado).

Dated: 10-23-20

Salomé Ann R Thorson
Salomé Ann Rodriguez-Thorson
Soledad3LLC, Manager
33 Vista De Las Sandias
Placitas, NM. 87043
(925) 784-9937

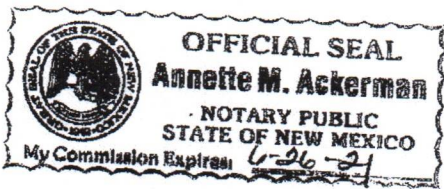
STATE OF: NEW MEXICO)
COUNTY OF SANDOVAL) ss.

The foregoing Authorization was acknowledged before me this 23rd day of October, 20 20 by Salomé Ann Rodriguez-Thorson.

Witness my hand and official seal.

My commission expires: 6-26-21

Annette M. Ackerman
Notary Public



WARRANTY DEED
(Gift Deed)

Virginia Rodriquez for the consideration of Ten Dollars,(\$10.00) in hand paid, hereby sells and conveys to **John M. Rodriguez, Fred Rodriguez, Frank Rodriguez, Max Rodriguez, Kent Campbell, and John Allen Campbell, as Trustees for the Rodriguez Family Trust dated March 19, 2009**, whose address is P.O. Box 1186, Walsenburg, CO 81089, and its assigns, the following real property in the County of Huerfano, State of Colorado to-wit:

Township 27 South, Range 70 West of the 6th P.M.

Section 17: NE1/4NW1/4, NW1/4NE1/4, together with all mineral rights and water rights owned by Grantor

with all its appurtenances and warrants title to the same, subject to 2009 general real estate taxes due and payable January 1, 2010, together with all reservations, easements, covenants and restrictions of record.

SIGNED this 19 day of March, 2009.

Virginia Rodriquez

Virginia Rodriquez

STATE OF COLORADO)
) ss.
COUNTY OF HUERFANO)

The foregoing Warranty Deed was acknowledged before me this 19th day of March, 2009, by Virginia Rodriquez.



WITNESS MY HAND AND OFFICIAL SEAL.

Sheri W. Hanson

Notary Public

My Commission Expires: 8-22-2012

*Section 2.15.02
#1 Proof of Ownership*

POWER OF ATTORNEY

I, Virginia Rodriguez Trujillo, as Principal, appoint my son, John M. Rodriguez, as my lawful agent and attorney; if John M. Rodriguez is unable, unwilling or unavailable to act on my behalf, then I appoint my son, Fred Rodriguez as my lawful agent and attorney; Either shall have full power to act for me, in my name, to do any and all of the following:

1. Deposit with, withdraw and receive from any person or entity (including, but not limited to banks, trust companies, mortgage companies, credit unions, savings and loan associations, and industrial banks) any documents or assets which I now or hereafter may have or be entitled to;
2. Enter and re-enter any safe deposit box or vault and to deposit therein or withdraw therefrom any and all contents;
3. Purchase, sell, convey, transfer, lease, encumber, manage and otherwise deal with any real and personal property;
4. Make, endorse, accept, receive, sign, execute, acknowledge, and deliver deeds with or without warranties, deeds of trust, mortgages, leases, assignments, agreements, certificates, checks, notes, bonds, vouchers, receipts, stock certificates, stock powers, proxies, minutes, tax returns and any other instruments in writing of whatever kind;
5. Consent to or approve on my behalf any medical or other professional care, counsel, treatment, or service of or to me by a licensed or certified professional person or institution engaged in the practice of, or providing, a healing care or art. However, these powers are subject to the same limitations imposed upon a court-approved guardian contained in Section 15-14-315 C.R.S.
6. Have the powers conferred upon fiduciaries by the Colorado Fiduciaries' Powers Act (as it exists at the time of the execution of this Power of Attorney);
7. This Power of Attorney shall not be affected by my disability.

Virginia Rodriguez Trujillo
Virginia Rodriguez Trujillo

STATE OF COLORADO)
) ss.
COUNTY OF HUERFANO)

The foregoing Power of Attorney was acknowledged before me this 19th day of March, 2009, by Virginia Rodriguez Trujillo.



WITNESS MY HAND AND OFFICIAL SEAL.

Sherree D. Hanson

(Notary Public)

*Section 2.15.02
#1 Evidence of Authority*

MANAGEMENT AGREEMENT OF THE RODRIGUEZ FAMILY TRUST

This Agreement entered into between the Rodriguez Family Trust (Trust) and John M. Rodriguez, (Manager) setting forth the duties and obligations of the Manager and agree as follows:

1. The Manager shall oversee all operations and expenditures related to the real estate held by the Trust.
2. The Manager shall have authority to negotiate water, land and mineral issues with interested individuals or corporations and shall conduct such negotiations in the best interests of the Trust.
3. The Manager shall have authority in matters involving livestock grazing, hazardous waste, and dumping or storage issues.
4. The Manager shall maintain records of all transactions pertaining to the operation of the Trust and will provide a copy of such documentation, concerning such operations as would allow a professional to determine accurately the nature of the expenditure and the amount thereof, upon request from the Board of Trustees.
5. The Manager shall have authority to assign to individual trustees, specific duties related to the ongoing maintenance and care of the Trust property and may further designate whether such contribution shall be by labor, material, or financial contribution or any combination thereof.
6. The Manager shall also promptly inform the Board of Trustees of any anticipated change in the operation of the Trust property or of any regulation, statute or rule asserted by any governmental entity that may require a change in the agricultural practices applied to the Trust property.
7. That the Manager herein shall serve with no compensation.
8. That the Manager shall be subject to the authority of the Board of Trustees.
9. That this Agreement may be cancelled by proper action by the Board of Trustees as set forth in the Trust Agreement.

Executed in Huerfano County, Colorado this ____ day of March, 2009.

John M. Rodriguez
John M. Rodriguez, Manager

Frank Rodriguez
Frank Rodriguez, Trustee

Kent Campbell
Kent Campbell, Trustee

Fred Rodriguez
Fred Rodriguez, Trustee

Max P. Rodriguez
Max Rodriguez, Trustee

John Allen Campbell
John Allen Campbell, Trustee

John M. Rodriguez
John M. Rodriguez, Trustee

*Section 2.15.02
#1 Evidence of Authority*

Application for the Vacation of County Road 565

2.15.02 Submittal Requirements

2. "A copy of the approved and recorded plat or easement and a vacated plat. Said plat shall be prepared as a final plat and shall be prepared by and have the seal of a registered land surveyor, duly registered to practice in the state of Colorado."

I am hereby requesting that this requirement be waived.

Fred Rodriguez 11-19-20
Fred Rodriguez, Authorized Representative

Section 2.15.02
#2 Request for Waiver
in accordance with #4

To: Huerfano County Commissioners
Planning Commission

From: Fred Rodriguez, representative
Rodriguez Family Trust
c/o 508 East 5th Street
Walsenburg, Colorado 80189

Re: Application to Vacate County Road 565

November 19, 2020

I am submitting this application requesting the vacation of County Road 565 located in the Pass Creek area. The road is 20 feet wide and 1.62 miles in length. This road is located in a flood zone and has been washed out three times. The vacation of this road would relieve the County of the continued burden to repair and maintain it.

County Road 565 is not access to any public lands therefore the vacation would not deprive access to the hunters and visitors that come to our County. The road is surrounded on all sides by privately owned lands.

County Road 565 runs through our family ranch that my grandparents established. The road passes within 20 feet of the ranch house. Unfortunately, the road has provided easy access to those who would seek to steal, trespass and destroy our family ranch. The Rodriguez Family Trust has had many items stolen including, rear tractor tires, radiators from our 4-wheel drive pickups and parts off the haying equipment. The family ranch house has been ransacked numerous times. Examples of damage include, copper wires stripped out of the walls, copper pipes coming from the propane tank cut, and a hole cut in the kitchen floor. The garage has also been ransacked.

The Rodriguez Family Trust would like to save our family home, but with this road open to the public it's hard to get excited about spending time and money to rebuild. My family would accept the task of maintaining the road after vacation. All private property owners along the road would continue to have access to their lands, but criminal activity would be deterred. On behalf of the Rodriguez Family Trust, I urge you to vacate County Road 565 so that we can preserve of our ranch for our future generations.

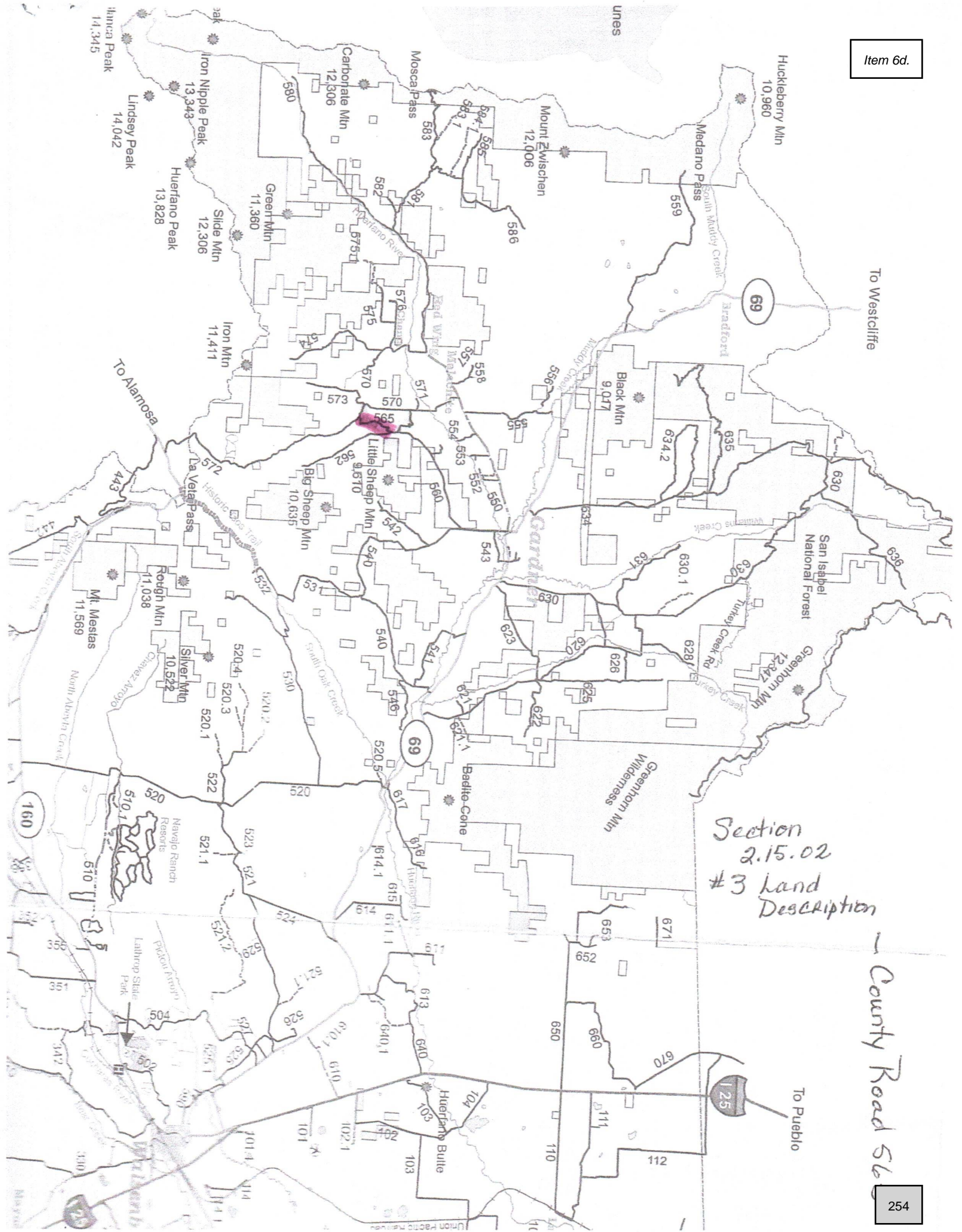
Thank you for your consideration,

Fred Rodriguez 11-19-20

Fred Rodriguez, representative

*Section 2.15.02
#3 Narrative*

Land Use Application #20-027
Road Vacation
Attachment 3 – Maps

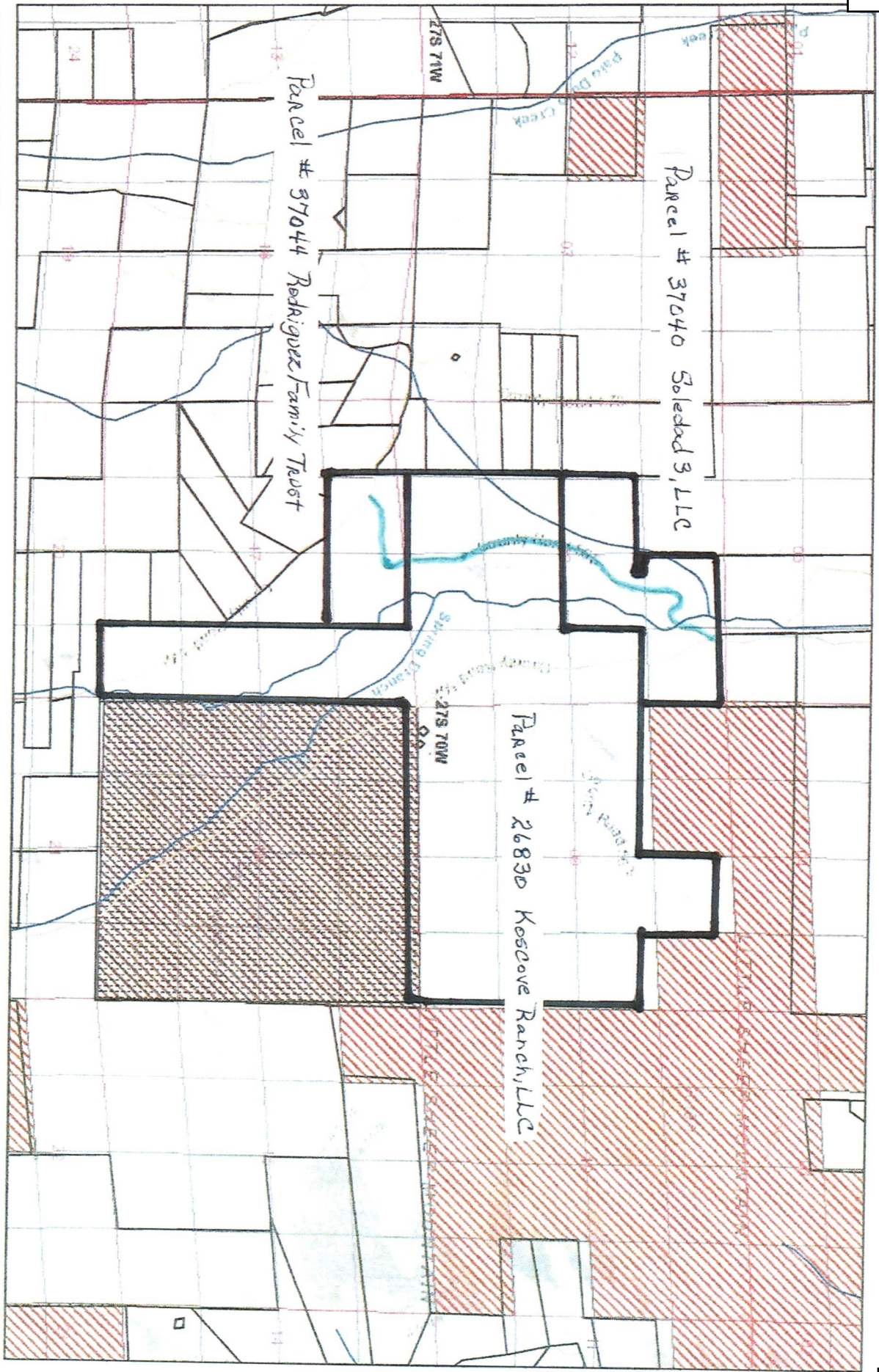


Section
2.15.02
#3 Land
Description

County Road 56

Section 2.15.02
#2 Request for Waiver

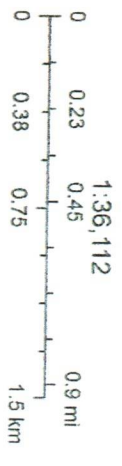
Huerfano County



12/7/2020, 10:02:46 PM

- Parcels
- State School Sections
- BLM
- Streams
- Roadways
- PLSS Intersected
- PLSS Section
- PLSS Township

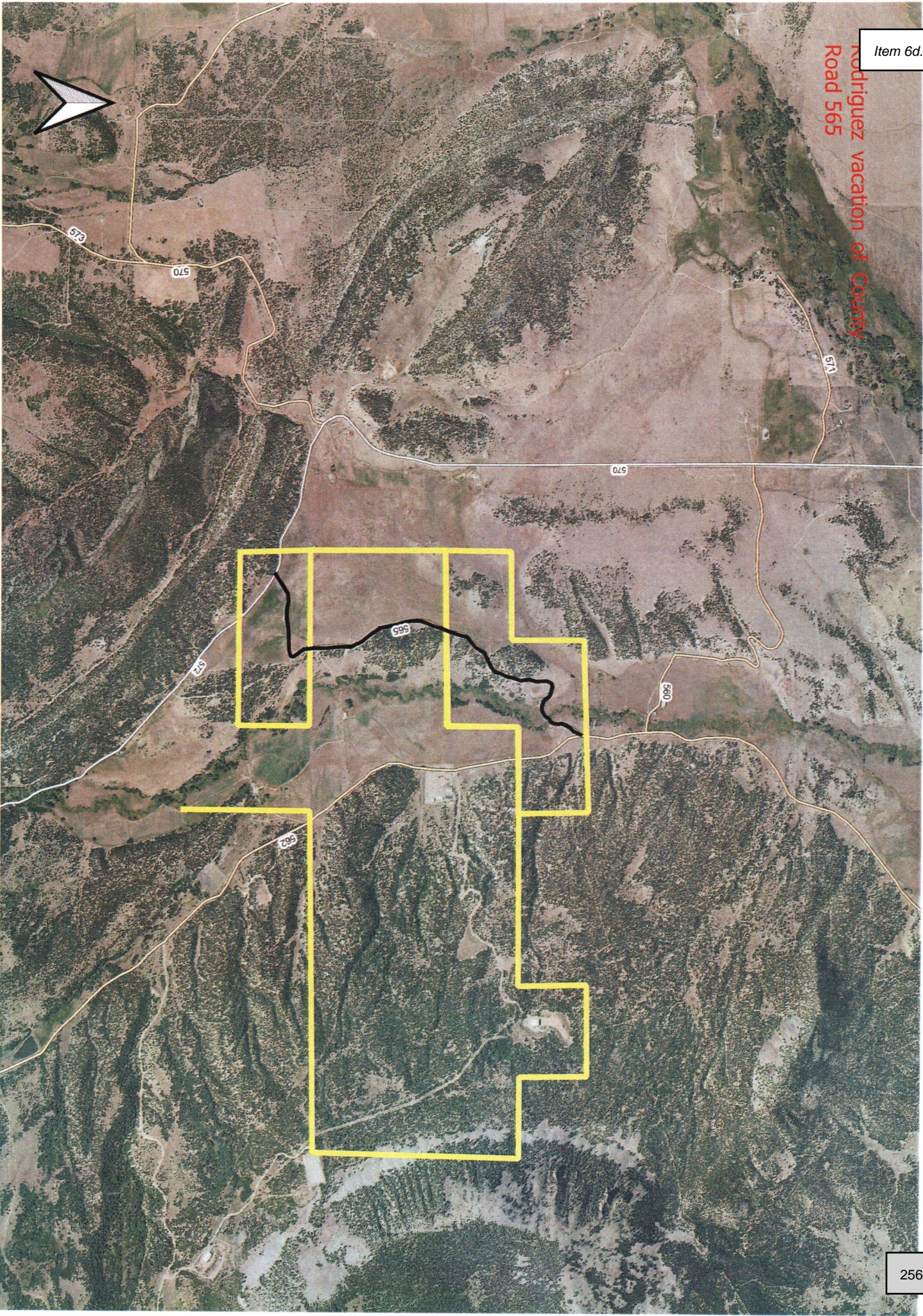
C.R. 565



Sources: Esri, HERE, Garmin, Intermap, increment P Corp, GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

The information on this map was derived from digital databases created by Huerfano County GIS. Care
Public Viewer

Rodriguez vacation of County
Road 565



Land Use Application #20-027
Road Vacation

Attachment 4 – Agency Comments



Cheri Chamberlain <cchamberlain@huerfano.us>

Re: Vacation of 565

1 message

Brown - DNR, Mike <mike.brown@state.co.us>
To: Cheri Chamberlain <cchamberlain@huerfano.us>
Cc: "Gerk - DNR, Spencer" <spencer.gerk@state.co.us>

Tue, Mar 5, 2024 at 5:36 PM

Hey Cheri,

I don't foresee any wildlife related impacts from the request you sent but just to be sure I also included my local Wildlife Officer in this response to make sure he doesn't have any concerns. Thanks for reaching out on this.

Mike Brown
Area Wildlife Manager
Area 11-Pueblo



LIVE LIFE OUTSIDE

P 719.561.5303 | C 719.250.4269 | F 719.561.5321
[600 Reservoir rd. Pueblo, CO 81005](#)
mike.brown@state.co.us | cpw.state.co.us

On Thu, Feb 29, 2024 at 2:36 PM Cheri Chamberlain <cchamberlain@huerfano.us> wrote:

To Whom It May Concern:

The Huerfano County Land Use Office is reviewing application 20-027 regarding the vacation of County Road 565. The application was placed on hold related to life altering circumstances. Please review the attached letter of intent and vicinity map. Please respond with any questions or comments by April 1, 2024.
Thank you,

Cheri Chamberlain
Huerfano County
Building Inspector and Code Enforcement
[401 Main Street Suite 304](#)
[Walsenburg, CO 81089](#)
(719) 738-1220 ext. 117 (Office)

4/2/24, 11:55 AM

Huerfano County Mail - Re: Vacation of 565

(719) 248-6715 (Cell)
cchamberlain@huerfano.us

Item 6d.



Cheri Chamberlain <cchamberlain@huerfano.us>

Re: Vacation of 565

1 message

Gerk - DNR, Spencer <spencer.gerk@state.co.us>
To: "Brown - DNR, Mike" <mike.brown@state.co.us>
Cc: Cheri Chamberlain <cchamberlain@huerfano.us>

Thu, Mar 7, 2024 at 1:59 PM

Hello,

Thank you for including me in this email. I agree with Mike Brown the Area Wildlife Manager and do not foresee wildlife related impacts from the vacation of County Road 565.

Thank you,

On Tue, Mar 5, 2024 at 5:36 PM Brown - DNR, Mike <mike.brown@state.co.us> wrote:

Hey Cheri,

I don't foresee any wildlife related impacts from the request you sent but just to be sure I also included my local Wildlife Officer in this response to make sure he doesn't have any concerns. Thanks for reaching out on this.

Mike Brown
Area Wildlife Manager
Area 11-Pueblo



LIVE LIFE
OUTSIDE

P 719.561.5303 | C 719.250.4269 | F 719.561.5321
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mike.brown@state.co.us | cpw.state.co.us

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Thank you,

Cheri Chamberlain

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

--

Spencer Gerk
District Wildlife Manager
Walsenburg / La Veta



**LIVE LIFE
OUTSIDE**

P 719.561.5300 | C 719.989.1027 | F 719.561.5321
600 Pueblo Reservoir Road, Pueblo, CO 81005
spencer.gerk@state.co.us | www.cpw.state.co.us



Cheri Chamberlain <cchamberlain@huerfano.us>

Re: Vacation of 565

1 message

Robin Sykes <rsykes@la-h-health.org>

Mon, Mar 4, 2024 at 4:47 PM

To: Cheri Chamberlain <cchamberlain@huerfano.us>

Hi Cheri

This Department has no objection to the proposed vacation of County Road 565.

Thanks

On Thu, Feb 29, 2024 at 2:36 PM Cheri Chamberlain <cchamberlain@huerfano.us> wrote:

To Whom It May Concern:

The Huerfano County Land Use Office is reviewing application 20-027 regarding the vacation of County Road 565. The application was placed on hold related to life altering circumstances. Please review the attached letter of intent and vicinity map. Please respond with any questions or comments by April 1, 2024.

Thank you,

Cheri Chamberlain

Huerfano County

Building Inspector and Code Enforcement

401 Main Street Suite 304

Walsenburg, CO 81089

(719) 738-1220 ext. 117 (Office)

(719) 248-6715 (Cell)

cchamberlain@huerfano.us--
Robin Sykes, REHS

Environmental Health Director

Las Animas-Huerfano Counties District Health Department

412 Benedicta Avenue

Trinidad, CO 81082

Office: 719-846-2213 Ext 623 Cell: 719-680-3516 Fax: 719-846-4472

<https://www.colorado.gov/pacific/la-h-health>Las Animas | Huerfano Counties
DISTRICT HEALTH DEPARTMENT

4/2/24, 11:54 AM

Huerfano County Mail - Re: Vacation of 565



Item 6d.



Cheri Chamberlain <cchamberlain@huerfano.us>

Re: Vacation of 565

1 message

darrell adler <darrelladler@yahoo.com>

Wed, Mar 13, 2024 at 12:27 PM

To: Cheri Chamberlain <cchamberlain@huerfano.us>

UHFPD does see issues with the vacation of cr 565 that may impose risk to public health and safety and would advise to keep the road open to be better prepared.

On Thursday, February 29, 2024 at 02:36:44 PM MST, Cheri Chamberlain <cchamberlain@huerfano.us> wrote:

To Whom It May Concern:

The Huerfano County Land Use Office is reviewing application 20-027 regarding the vacation of County Road 565. The application was placed on hold related to life altering circumstances. Please review the attached letter of intent and vicinity map. Please respond with any questions or comments by April 1, 2024.
Thank you,

Cheri Chamberlain

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

Land Use Application #20-027
Road Vacation

Attachment 5 – Notice of Public Hearing

Land Use Application #20-027
Road Vacation

Attachment 6 – Public Comments Received

PROCLAMATION NO. 24-04

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

**WILDFIRE AWARENESS MONTH
MAY 2024**

WHEREAS, wildfires increasingly pose a threat to homes and communities throughout the West with a changing climate and as more people move close to and into the wildland areas of our state. Most of these fires are human caused; and

WHEREAS, this unprecedented growth of the wildland-urban interface has elevated the need for wildfire prevention and preparedness at both the community and individual homeowner levels; and

WHEREAS, long-term climate trends and the build-up of forest fuels have further increased the wildfire risk. These factors, coupled with the expansion of the wildland-urban interface, are challenging efforts to protect residents, property, and our natural resources; and

WHEREAS, to a certain extent, wildfires are a natural part of an ecosystem process that cannot be excluded from our landscapes. Therefore, coordinated education concerning how, where, and why wildfires burn, as well as collaborative efforts to increase survivability of homes and property and encourage more Coloradans to live wildfire ready, is paramount in co-existing in a fire environment; and

WHEREAS, the local, state, and federal wildfire agencies of Colorado, in partnership with fire prevention, land management, and wildfire adaptation organizations in the state, are working together to increase awareness of wildfires;

NOW, THEREFORE, BE IT PROCLAIMED by the Huerfano County Board of County Commissioners that the month of May 2024 to be Wildfire Awareness Month, and all Huerfano County residents are encouraged to understand their role in preventing and preparing for future wildfires.

INTRODUCED, READ, APPROVED AND ADOPTED on this 14th day of MAY 2024.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

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

Karl Sporleder, Commissioner

ORDINANCE 24-01**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO****AMENDED AND RESTATED ORDINANCE 20-01 ADOPTING A PENALTY FOR ANY
PERSON CONVICTED OF ILLEGAL DUMPING OF SOLID WASTE IN HUERFANO
COUNTY AND ADOPTING A REWARD FOR INDIVIDUALS PROVIDING
INFORMATION THAT LEADS TO THE SUCCESSFUL CONVICTION OF A PERSON
COMMITTING THE ACT OF ILLEGAL DUMPING**

WHEREAS, 30-11-101(2) C.R.S. authorizes the Board of County Commissioners to adopt this ordinance regarding health, safety and welfare issues as otherwise prescribed by law; and

WHEREAS, 30-11-101(2) C.R.S. authorizes the Board of County Commissioners to classify illegal dumping of solid waste as a civil infraction and/or a class 2 petty offense and assess a fine in accordance with the penalty assessment procedures in 16-2-201 C.R.S.; and

WHEREAS, Huerfano County has experienced numerous cases of illegal dumping of solid waste in the County; and

WHEREAS, the public health, safety and welfare are threatened by those people who dump solid waste illegally; and

WHEREAS, public and private property is damaged when an act of illegal dumping occurs; and

WHEREAS, illegal dumping of solid waste in Huerfano County causes the County to expend scarce resources cleaning up after people who illegally dump; and

WHEREAS, the Huerfano County Commissioners are desire to enact a penalty for individuals convicted of illegal dumping and offering a reward to an individual who provides information to the Huerfano County Sheriff that leads to the successful conviction of a person or persons who commit the act of illegal dumping; and

WHEREAS, the Board of County Commissioners finds and determines that it would be in the public interest to adopt an ordinance addressing the act of illegal dumping of solid waste.

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

Section 1. Title.

This ordinance shall be known and referred to as the “Huerfano County Illegal Dumping Ordinance”

Section 2. Penalties.

1. There will be a fine of \$1,000.00 imposed on any person or persons who commit the act of illegal dumping of solid waste in Huerfano County.
2. Persons convicted of violating this ordinance are subject to the surcharges identified in § 30-15-402, C.R.S.
3. In addition to any other penalty, persons convicted of a violation of this Ordinance shall pay the customary courts costs when applicable.

Section 3. Reward.

The Huerfano County Commissioners will offer a reward of \$500.00 to any individual who provides information to Huerfano County that leads to the successful conviction of a person who commits the act of illegal dumping.

Section 4. Allocation of Funds.

1. The \$1,000.00 collected as a fine will be allocated as follows: \$500.00 will be received by Huerfano County to recoup the cost of cleaning the sites of illegal dumping and for educating the public; the other \$500.00 will be given to the individual who provides information to Huerfano County that leads to the successful conviction of a person who commits the act of illegal dumping. In the event that there is no person who provides information, the entire \$1,000.00 will be recouped by Huerfano County.
2. All fines and penalties shall be deposited into the General Fund of Huerfano County and all rewards will be paid from the General Fund of Huerfano County

Section 5. Definitions.

Illegal Dumping: Illegal dumping is defined as the willful throwing, dropping, placing or depositing of solid waste on public or private property not designated for that dumping or disposal purpose. The act of depositing, disposing of, throwing, or placing any solid waste upon any street, road, alley, sidewalk, unauthorized private receptacle, or public grounds, in the unincorporated areas of Huerfano County except in public receptacles or authorized private receptacles, to include inappropriate dumping into recycling bins or containers.

Solid Waste: Solid waste is defined as solid or semisolid, non-soluble material (including cases and liquids in containers) such as agricultural refuse, demolition waste, industrial waste, mining residues, municipal garbage, household waste, and sewage sludge. Examples include, but are not limited to: rubbish, glass, metals, plant matter such as yard trimmings, plastics, papers, asbestos, cardboard, batteries, chemicals, tires, used vehicles, appliances or furniture.

Section 6. Effect of Ordinance.

Any person cited and/or arrested for illegal dumping in the unincorporated areas of Huerfano County may be prosecuted before the Huerfano County Court pursuant to the stipulations set forth in Sections 2 and 7 of this Ordinance.

Section 7. Applicability.

This Ordinance shall apply to all unincorporated areas of Huerfano County, Colorado.

Section 8. Enforcement.

1. Any person(s) who violate this ordinance may be subject to prosecution and/or enforced through the penalty assessment procedure set forth in Section 16-2-201, C.R.S. and the penalty provisions of this Ordinance.
2. Any Law Enforcement Officer or Code Enforcement Official of Huerfano County is authorized to issue citations, summons, and complaints for violation of this Ordinance
3. It is the responsibility of the County Attorney to enforce the provisions of this Article, according to the County Court Rules of Criminal Procedure.
4. The Board of County Commissioners may seek criminal and/or civil relief, including but not limited to injunctive relief and mandamus, to enforce the provisions of this Ordinance.

Section 9. Liability.

The adoption of the Ordinance codified in this document shall not create any duty to any person, firm, corporation, or any other entity with regard to enforcement of non-enforcement of this Ordinance. No person, firm, corporation, or other entity shall have any civil liability remedy against the Huerfano County Board of County Commissioners or Huerfano County Sheriff, their officers or agents for any damage(s) arising out of, or in any way connected with the adoption, enforcement or non-enforcement of this Ordinance. Nothing in this Ordinance shall be construed to create any liability or to waive any of the immunities, defenses, limitations or liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. or to waive any immunities, or defenses or limitations on any liability otherwise available to each entity, agency, governmental body, it's officers, employees and agents.

Section 10. Safety

The Huerfano County Board of County Commissioners has determined that adoption of this Ordinance is in the best interest, safety and welfare of the citizens and visitors to Huerfano County.

Section 11. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Huerfano County Board of County Commissioners hereby declares that it would

have passed this Ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 12. Emergency Clause.

The Board of County Commissioners of Huerfano County find that it is in the interest of the public health and safety that this ordinance take effect upon adoption. It is the finding and determination of the Board of County Commissioners that the control of illegal dumping of trash, debris, refuse, and garbage within the County is essential to prevent the threat of harm to the environment of Huerfano County the spread of disease, contamination of lands and waters of the county, and adverse effect on property valuations.

INTRODUCED, READ and ORDERED PUBLISHED in full this 14th day of May 2024.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

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

Karl Sporleder, Commissioner

RESOLUTION NO. 24-XX

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

A RESOLUTION ESTABLISHING AN ADOPT-A-ROADWAY PROGRAM

WHEREAS, the Board of County Commissioners of Huerfano County, Colorado (“Board”), owns and maintains a system of county roads within Huerfano County; and

WHEREAS, the Board wishes to keep these County Roads litter free and scenic for the enjoyment of residents and travelers in Huerfano County; and,

WHEREAS, residents of Huerfano County have requested to assist in keeping County Roads free of litter and debris; and,

WHEREAS, the Board wishes to educate volunteers of the risks in working along County Roads; and

WHEREAS, the Board seeks to acknowledge the efforts of volunteers with signage at each end of the clean-up area; and

WHEREAS, the Board desires to create this program to allow County staff to quickly and effectively support volunteer efforts and promote the good works of said volunteers.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that the Adopt-A-Roadway program is hereby created and that the policy and procedures attached as Exhibit “A” are hereby approved. The Road and Bridge Superintendent is hereby authorized to make changes to the program within the annual county budget and based upon the changing needs of the County, subject to review and approval by the County Administrator.

INTRODUCED, READ, APPROVED AND ADOPTED on this 14th day of MAY 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

Exhibit “A”
Huerfano County Adopt-a-Roadway & One-Time Clean-Up
Policy and Procedures

Policy:

It is the policy of Huerfano County to permit individuals and/or organizations to assist in maintaining the roadways located within the County by periodically removing litter and rubbish through the Huerfano County Adopt-a-Road Litter Control Program. The County recognizes that this is a valuable service rendered to the County and its Citizens by volunteer individuals and/or organizations and that the volunteers should be honored for this service. Individuals and/or organizations are also permitted to perform one-time cleanup operations rather than committing to a road adoption, subject to the One-Time Clean-Up Procedures.

Adopt-a-Roadway Procedures:

1. Each participant will be required to sign a “Volunteer Waiver Form” that your organization will be required to keep on file in case an incident occurs.
2. Part of the Volunteer Waiver Form consists of all participants viewing the methamphetamine lab waste video. This is a short 7-minute video explaining the hazards that may be found alongside roadways. The video can be viewed by web access at: <https://www.codot.gov/programs/adopt-a-highway/videos>
3. The adopting organization will commit to a one-year period of adoption with an automatic annual renewal unless either the County or the adoptee choose to terminate the adoption. Road adoptability is subject to the following criteria and availability.
 - a. A section of roadway is preferred between road intersections or a logical ending point.
 - b. The adopting organization must notify the Huerfano County Road and Bridge department once they decide to terminate their commitment and return any supplies provided.
 - c. While an adopting organization may request to adopt a particular road segment, availability may be limited, and Huerfano County may need to assign a road segment other than the one requested.
1. During the one-year commitment, the adopting organization will remove trash from the designated roadway a minimum of two times a year. This will occur between the first weekends of April through mid-October, weather permitting. Program activities will be between the hours of one hour after sunrise to one hour before sunset and not during inclement weather. Weekends are preferred but cleanups are scheduled by the group leader. We require that you notify the Road and Bridge department of your scheduled clean-up date at least two weeks in advance.
2. Huerfano County Road and Bridge will dispose of the collected waste once the accomplishment form has been received or the cleanup is completed and reported.
3. The Huerfano County Road and Bridge department will install a standard information sign at each segment of the adopted roadway acknowledging the adopting organization. Phone numbers or URLs are not allowed on the signs. The signs will

- remain in place during the adoption period. Signs will be replaced once if they are stolen or vandalized.
4. In the event that the organization or individual fails to actively maintain the designated area, the sponsoring individual or organization will be billed for the cost incurred in installing the recognition sign(s), and the sign(s) will be removed. The volunteer will be notified prior to the removal of the sign.
 5. Huerfano County Road & Bridge will honor any clearly-marked separation of recyclable materials from waste items by Litter Control Program participant(s) and ensure their proper handling.
 6. Litter Control Program participants must be aware of the potential dangers involved while participating in this program which is to be performed and take full responsibility for any injury that could occur while working along the roadway. The potential dangers while participating in this program while on County Roadways can include, but are not limited to: high-speed traffic, potentially noxious plants, broken glass, hazardous materials, sharp metal, and potentially harmful wildlife such as snakes and skunks.
 7. Participants agree to restrict clean-up activities to the area of right-of-way off the traveled portion of the roadway. Organizations further agree while performing activities on right-of-way, the method, manner, and appearance of the participants will not in any way distract, disrupt, or adversely affect traffic. Participants may not display messages, carry banners, or advertise their business affiliation or cause.
 8. The Litter Control Program is open to any individual, group, or family. Huerfano County reserves the right to uses its discretion in selecting adopting organizations.
 9. Participants must be 13 years old and up. Any group with members between 13-17 years old must be supervised by an adult (18 years and older.) At least one adult is required for every 8 participants between 13-17 years of age. Any requested age waivers will be handled on a case-by-case basis.
 10. A designated Contact Person is required for each organization to serve as the liaison with the Huerfano County Litter Control Program. The Contact Person is the responsible party who is signing the application, scheduling clean-ups, submitting all forms, and ensuring compliance with the Cleanup and Safety Procedures. The Contact Person will submit the required Accomplishment Form to the Road and Bridge department for every completed clean-up, and organizations will set filled bags safely along the side of the road for collection by the County and bags with recyclable materials will be clearly marked.
 11. The designated Contact Person will designate a Team Leader that will be assigned to every scheduled cleanup event and the Team Leader will be responsible for ensuring that participants on their team comply with the Cleanup and Safety Procedures.
 12. Completion and submission of an Accomplishment Form are required after each completed cleanup. This assists County staff in monitoring the success of the program. The completion and submission of an Accomplishment Form is also required at the end of the one-year adoption period to inform the Road and Bridge

department if your organization wishes to continue with the adoption or terminate the agreement at the end of the adoption period.

One-Time Clean-Up Procedures:

1. Part of the Volunteer Waiver Form consists of all participants viewing the methamphetamine lab waste video. This is a short 7-minute video explaining the hazards that may be found alongside roadways. The video can be viewed by web access at: <https://www.codot.gov/programs/adopt-a-highway/videos>
2. The volunteering entity will commit to a one-time clean-up of a County roadway. Roadways are subject to the following criteria and availability:
 - a) A section of roadway between road intersections or a logical ending point is preferred.
 - b) The volunteering entity must notify the Huerfano County Road and Bridge department once they have completed their clean-up and return any supplies provided.
 - c) While a volunteering entity may request a particular road segment, availability may be limited, and Huerfano County may need to assign a road segment other than the one requested.
3. The one-time clean-up commitment will occur between the first weekends of April through mid-October, weather permitting. Program activities will be between the hours of one hour after sunrise to one hour before sunset and not during inclement weather. Weekends are preferred but cleanups are scheduled by the volunteering entity. We require that you notify the Huerfano County Road and Bridge department of your scheduled clean-up date at least two weeks in advance.
4. The Huerfano County Road and Bridge department will dispose of the filled waste bags once the Accomplishment Form has been received or the cleanup is completed and reported.
5. Litter Control Program participants must be aware of the potential dangers involved while participating in this program which is to be performed and take full responsibility for any injury that could occur while working along the roadway. The potential dangers while participating in this program while on County Roadways can include, but are not limited to: high-speed traffic, potentially noxious plants, broken glass, hazardous materials, sharp metal, and potentially harmful wildlife such as snakes and skunks.
6. Participants agree to restrict clean-up activities to the area of right-of-way off the traveled portion of the roadway. Organizations further agree while performing activities on right-of-way, the method, manner, and appearance of the participants will not in any way distract, disrupt, or adversely affect traffic. Participants may not display messages, carry banners, or advertise their business affiliation or cause.
7. The Litter Control Program is open to any individual, group, or family. Huerfano County reserves the right to uses its discretion in selecting adopting organizations.

- 8. Participants must be 13 years old and up. Any group with members between 13-17 years old must be supervised by an adult (18 years and older.) At least one adult is required for every 8 participants between 13-17 years of age. Any requested age waivers will be reviewed on a case-by-case basis.
- 9. Completion and submission of an Accomplishment Form are required after each completed cleanup. This assists County staff in monitoring the success of the program. The completion and submission of an Accomplishment Form is also required at the end of the one-year adoption period to inform the Road and Bridge department if your organization wishes to continue with the adoption or terminate the agreement at the end of the adoption period.

Individual:

- 1. Individual volunteer(s) who are not represented by a group or entity that has completed the application process and wish to perform a One-Time Clean-Up are required to provide an Emergency Contact to Huerfano County as part of their application.

Group/Organization:

- 1. Each participant will be required to sign a “Volunteer Waiver Form” that your organization will be required to keep on file in case an incident occurs.
- 2. A designated Contact Person is required for each organization to serve as the liaison with the Huerfano County Litter Control Program. The Contact Person is the responsible party who is signing the application, scheduling clean-ups, submitting all forms, and ensuring compliance with the Cleanup and Safety Procedures. The Contact Person will submit the required Accomplishment Form to the Road and Bridge department for every completed clean-up, and organizations will set filled bags safely along the side of the road for collection by the County and bags with recyclable materials will be clearly marked.
- 3. The designated Contact Person will designate a Team Leader that will be assigned to every scheduled cleanup event and the Team Leader will be responsible for ensuring that participants on their team comply with the Huerfano County Litter Control Program Procedures.

Hold Harmless Agreement:

I have read and agree to the policies and procedures for the Huerfano County Adopt-A-Roadway Litter Control Program. I understand that Huerfano County reserves the right to modify the scope of the adoption if, in the opinion of the County, the adopting organization’s size is inconsistent with the road section as identified above. I realize that working on this project may involve risks and hazards, including risk of injury to me. I am aware of the risks inherent in participating and do hereby assume sole responsibility for all such risks that could result in such injury and waive all claims against Huerfano County and their respective agents, representatives, officers, employees, successors, assigns and insurers. By signing this application and agreement, the undersigned agrees and acknowledges that they have the legal authority to apply for the individual or organization to participate in this program.

RESOLUTION NO. 24-XX

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

**A RESOLUTION APPOINTING RHONDA NEWSOME TO THE SPANISH
PEAKS LIBRARY DISTRICT BOARD OF TRUSTEES FOR A TERM
EXPIRING ON SEPTEMBER 1, 2028**

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

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

WHEREAS, Bylaws of the District set forth the membership structure of the Library Board of Trustees and under C.R.S § 24-90-108 the Board of County Commissioners is given the authority to ratify, with a two-thirds majority, recommendations for appointments to the Library Board within 60 days of receiving such recommendation; and,

WHEREAS, the Library Board of Trustees in a letter dated May 7, 2024 recommended the appointment of Rhonda Newsome, who has demonstrated her qualifications to serve on the Library Board of Trustees and agrees to do so while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Rhonda Newsome to serve as an alternate member of the Spanish Peaks Library District Board of Trustees 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 Rhonda Newsome to serve as an alternate member of the Spanish Peaks Library District Board of Trustees until September 1, 2028, and until their successor has been appointed.

INTRODUCED, READ, APPROVED AND ADOPTED THIS 14TH day of MAY 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

04/27/2014

Mr. Carl Young
Huerfano County Administrator
401 Main Street
Walsenburg, CO 81089

RE: Tax Assessor Account # 19234 i/n/o Oberlin, Frank L.; End of CR 576

Mr. Young:

Thank you for your time on the phone. I understand that the County has a rule against issuing an address until a Residence is started on the property. I own the 204-acres shown on the attached Tax Assessor's page and Bargain and Sale Deed. The attached aerial shows a Power Pole in the top right (clouded in red). It is at this power pole location we are setting an RV (Buyer's Agreement, attached) on a concrete pad with permanent electric, telephone/internet, a water well, septic, and 500-gallon buried propane tank (the Utilities).

The property is located near the end of CR 576. CR 576 makes a left hand turn before its terminus at 1049 CR 576 (Cordova Residence, Acct 17585). Instead of making that left hand turn, you continue straight past a 2-acre tract, the gravel road enters our property.

While the RV will not be our permanent residence, it will be our temporary residence when we travel up there from Oklahoma 4-5 times per year so we can be onsite monitoring the build of our retirement home on the site. Our permanent plans are to construct an earth-home or metal country-style home, located East of the Power Pole on the little red-clouded peninsula. We intend to start construction hopefully next Spring so it can be dried-in before winter sets in, however, it may be Spring of 2026 given all that must be designed and decided and our ability to pay for it.

I have run two homebuilding companies and Austin, TX's largest master planned community, and formerly held an IRC-licenses in South Carolina. I understand and support the need for policies, rules and regulations, especially, governing land development and use.

However, my wife suffered a large brain tumor when we lived just to the North in Westcliffe. She had to be life-flighted twice to Denver and we need a hardline phone in the event she has another seizure.

Centurylink refuses to install the phone line unless we have an address. The other utilities would prefer to have a physical address. For the above stated reasons, the RV being our temporary residence (a Residence); my wife's safety, and intent to build our retirement home on the property in relatively short order; I am requesting a one-time interpretation that the RV will qualify as a Residence given that it is on a concrete slab with permanent utilities. If there is concern of that setting an unfavorable precedence, I am requesting a waiver of the rule issuing an address based on the facts of this situation and my wife's safety so we can have a hardline phone and the other permanent utilities.

As mentioned above, we live in Oklahoma and please pardon my absence from your proceedings given the distance. Thank you and the County Commissioners for your time and consideration.

Sincerely,



Frank L. Oberlin

5723-522-0935

frank@theoberlins.com

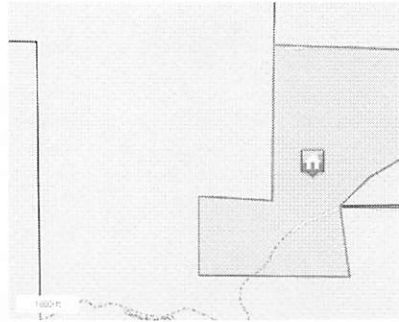


19234

OBERLIN, FRANK L
16328 WINDING PARK DR EDMOND

Total Actual Value
\$7,230

No Photo Available



KEY INFORMATION

Account #	19234
Owner	OBERLIN, FRANK L
Situs Address	-
Legal Description	TWP 27 RNG 71: SEC 9: E2NE4N2SE4 160A. SEC 10: THAT PT OF NW4 DES AS FOLL: BEG AT NW COR TH E ALONG N LINE OF SEC 9 40 FT TH S & PARALLEL TO W LINE 1760 FT TH S 43 DEG 25' W 240 FT TH S 67 DEG W 500 FT TH S 49 DEG W 444 FT TO A PT ON W LINE WHICH PT IS LOC 189 FT N OF W4
Use Code	40000 AGRICULTURAL
Tax District	1GS
Total Land Size	204.84

ASSESSMENT DETAILS

	Actual
Land Value	\$7,230
Improvement Value	\$0
Total Value	\$7,230

LAND DETAILS

AREA	UNIT TYPE
10	AC
160	AC
35	AC

BUILDINGS

No data to display

SUB AREAS

No data to display

EXTRA FEATURES

No data to display

SALE HISTORY

DOCUMENT #	BOOK	PAGE	SALE DATE	SALE PRICE	IMP / VACANT
423694	423694	-	09/01/2021	\$275,000	V
Grantor SOUCIE, WAYNE & BETTY ALLOIS					
Grantee OBERLIN, FRANK L					
Sale Verified U					
-	332946	-	03/12/1998	\$0	V
-	417	136	12/13/1996	\$6,000	V

PERMITS

No data to display

423695
Page 1 of 2
Nancy C. Cruz, Clerk & Recorder
Huerfano County, CO
09-02-2021 08:44 AM Recording Fee \$18.00 DOC FEE: \$0.00

BARGAIN AND SALE DEED

THIS BARGAIN AND SALE DEED, dated 1st day of September, 2021, is made between Betty Alicia Soucia and Wayne Soucia ("Grantor"),

AND

Frank L. Oberlin

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below ("Grantee"), of the County of Huerfano and the State of Colorado whose legal address is 1010 Myles Court, Wellington, KS 67152,

WITNESS, that the Grantor(s), for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, in Severalty and the heirs, successors and assigns of the Grantee forever, all the right, title and interest which the Grantor has in and to the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of Huerfano and State of Colorado, described as follows:

See Attached Exhibit "A"

ALSO KNOW AS: TBD County Road 576

Any and all water and water rights; ponds, reservoirs and storage rights; ditches and ditch rights, including but not limited to interests in water or ditch companies; and springs, wells and well permits which are adjudicated to, associated with or historically used on or in connection with the Property. All water rights appurtenant to the property

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belong, or in anywise thereunto appertaining, unto the Grantee, and the heirs, successors and assigns of the Grantee forever.

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

Betty Alicia Soucia
Betty Alicia Soucia

Wayne Soucia
Wayne Soucia

STATE OF: Colorado
COUNTY OF: Pueblo

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 1st day of September, 2021 by Betty Alicia Soucia and Wayne Soucia

My Commission expires:

1339257


Witness my hand and official seal.

[Signature]
Notary Public

**If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 1339251

The East 1/2 Northeast 1/4 and N 1/2 SE 1/4 Section 9, Township 27S, Range 71W of the 6th P.M., and that part of the NW 1/4 Section 10, Township 27S, Range 71W of the 6th P.M., more particularly described as follows:

Beginning at the NW corner of said Section, thence East along the North line of said Section 940 ft., thence South and parallel to the West line of said Section, a distance of 1760 feet; thence South 43°25' West, a distance of 240 feet; thence South 67° West, 500 feet; thence South 49° West, a distance of 444 feet to a point on the West line of said Section 10, which point is located 189 feet North of the West quarter corner of said Section; thence North 2431 feet along the West line of said Section to the Point of Beginning, County of Huerfano, State of Colorado

TOGETHER WITH all water and water rights appurtenant thereto including but not limited to all of Sellers' rights in the No. Sixty No. 1 Irrigation ditch as decreed by the District Court, Huerfano County, State of Colorado, dated June 12, 1889, and all rights decreed in the Walker Well No. 1 by the District Court, Water Division No. 2, Case No. W-3156 on June 30, 1972.

TOGETHER WITH all oil, gas and other minerals presently owned by sellers;

TOGETHER WITH an assignment of Sellers' lease from the Bureau of Land Management covering approximately 200 acres of BLM land located North and West of the above described property.

1/4 OF 1/8 INTEREST AS DESCRIBED IN:

DISTRICT COURT - WATER RECORD - READ DECREE - JUNE 12, 1889 NO. SIXTY 1 IRRIGATION DITCH. THAT SAID DITCH IS ENTITLED TO PRIORITY AND IS CLAIMED BY DELORES CARDENAS, REPITO MAES, RAMON M.Y. VALDEZ, RUMALDO ATENCIO, TOMAS MAES, JESUS CACIAS, ANTONIA C. ARCHULETA, JOSE E. MARTINEZ, VITERBO RAMIREZ, PABLO HURTADO, MANUEL HURTADO, NESTOR MANZANARES, LENTI MAES, GUADALUPE HERTADO, AND BONIFACIO MAES, IT IS SUPPLIED WITH WATER FROM THE HUERFANO RIVER. THE HEADGATE IS LOCATED ON NW1/4SE1/4, SEC. 5 T-27-S, R-71-W, AND 500 ACRES OF LAND ARE IRRIGATED THEREFROM.

AND IT IS HEREBY ADJUDGED AND DECREED THAT THERE BE ALLOWED TO FLOW INTO SAID DITCH FROM SAID RIVER FOR THE PURPOSE OF IRRIGATION FOR THE BENEFIT OF THE PARTIES LAWFULLY ENTITLED THERETO UNDER AND BY VIRTUE OF PRIORITY OF APPROPRIATION NO. 74 A SUFFICIENT AMOUNT OF WATER TO IRRIGATE 500 ACRES OF LAND COMPUTED AT 10 CUBIC FEET PER SECOND OF TIME

**DISTRICT COURT-WATER DIVISION NO. 2- CASE NO. W-3156-JUNE 30, 1972
WALKER WELL NO. 1, LOCATED IN THE NW1/4NW1/4SE1/4 SECTION 9 T-27-S, R-71-W 6TH P.M. HUERFANO COUNTY, COLORADO.**

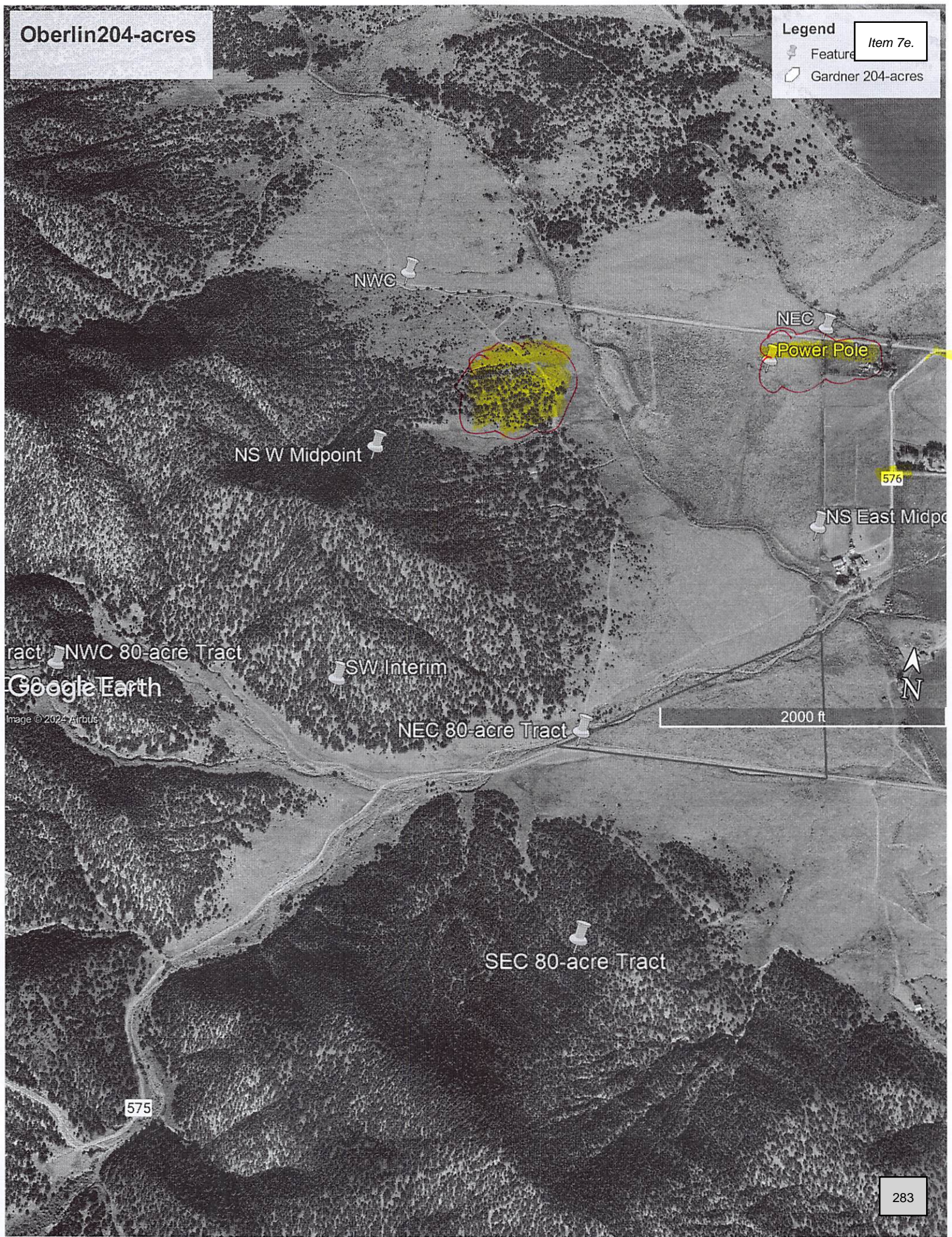
File No.: 1339251

Page 1 of 1

Legend

- Feature
- Gardner 204-acres

Item 7e.



NWC 80-acre Tract

Google Earth

Image © 2022 Airbus

SW Interim

NEC 80-acre Tract

SEC 80-acre Tract

2000 ft

575

576



Camperland of Oklahoma - Tulsa
8347 E. 11th Street
Tulsa, OK 74112
P: 918-836-6606 F: 918-836-1546
www.CamperlandOK.com



Camperland of Oklahoma - Sapulpa
9889 OK-66
Sapulpa, OK 74066
P: 918-224-9444 F: 918-224-9414
www.CamperlandOK.com

BUYER'S AGREEMENT

TITLE AS: Frank Alicia Oberlin			DATE: 3/30/24	
ADDRESS: 16328 Winding Park Dr		CITY: Edmond		STATE: OK
ZIP: 73013		PRIMARY PHONE: 512-522-0935		
BUSINESS PHONE:		EMAIL: Frank@theoberlins.com		
MAKE: Jayco	MODEL / MODEL NUMBER: Seismic 4113	COLOR:	YEAR: 2021	STOCK #: 21-217404
VIN: 1UJLJSCV5M19N0061	CHASSIS VIN:	<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED		
<input type="checkbox"/> MH <input type="checkbox"/> MMH <input type="checkbox"/> FW <input type="checkbox"/> TT <input type="checkbox"/> FD <input type="checkbox"/> PUC <input type="checkbox"/> OTHER:		MILES:	NAME: Andrew	NAME: X

OPTIONAL EQUIPMENT OR SERVICES		PRICE	SALES PRICE:	
EQUIPMENT OR SERVICES	PRICE	TOTAL ADDS:		
1. PDL	79,995	FREIGHT:	\$1195.00	
2. Demo		NEW PDI:	\$595.00	
3. Camp ready, then winterize		PRE-OWNED INSPECTION:	\$495.00	
4. B+W Companion slider 20K 14-0520	1,895	TAXES:		
5. Clean (DEEP) Back camp, Appliances	\$77,900	SUB TOTAL:		
6. Back screen replaced	OTD w/ hitch CB	TRADE-IN:		
		DIFFERENCE:		
		TRADE PAYOFF:		
		CASH DEPOSIT:		
		CASH DOWN AT CLOSING:		
		DOCUMENTARY FEES:	\$275.00	
		AMOUNT FINANCED:		
TOTAL ADDED EQUIPMENT OR SERVICES		APPROXIMATE MONTHLY PAYMENTS:		
<input type="checkbox"/> SERVICE DEPT HAS BEEN ADVISED AND GIVEN COPY		\$75,000		

TRADE-IN		ALL TRADE-IN DEBTS MUST BE PAID BY CUSTOMER			
MAKE:	MODEL:	YEAR:	LENGTH:		
VIN:	MILES:		PAYOFF:	MO. PAYMENT:	
LIEN HOLDER:		<input type="checkbox"/> MH <input type="checkbox"/> MMH <input type="checkbox"/> FW <input type="checkbox"/> TT <input type="checkbox"/> FD <input type="checkbox"/> PUC <input type="checkbox"/> OTHER:			
TOW VEHICLE MAKE:		MODEL:	YEAR:	<input type="checkbox"/> LONG BED <input type="checkbox"/> SHORT BED	
DEMO DATE AND TIME:		MON-FRI: <input type="checkbox"/> 9:30 <input type="checkbox"/> 11:00 <input type="checkbox"/> 1:00 <input type="checkbox"/> 2:00 <input type="checkbox"/> 3:30 SATURDAY: <input type="checkbox"/> 9:00 <input type="checkbox"/> 10:30 <input checked="" type="checkbox"/> 11AM <input type="checkbox"/> 2:00 <input type="checkbox"/> 2:00			
HITCH DATE AND TIME:		April 13th			

Title to the unit purchased will remain with Camperland of Oklahoma LLC until the agreed upon price is paid in cash, at which time title passes to the Buyer even though the actual delivery of the unit purchased may be made at a later date. NOT VALID UNLESS SIGNED AND ACCEPTED BY AN OFFICER OF THE COMPANY.

The buyer acknowledges receipt of a copy of this order and the buyer(s) have read and understand this agreement.

THIS DEAL IS CONTINGENT UPON CAMPERLAND OF OKLAHOMA LLC SEEING AND APPRAISING TRADE-IN(S) FOR ACTUAL TRADE-IN VALUE.

BY:	DATE:
-----	-------

BUYER: <i>[Signature]</i>	DATE: 3-30-24
---------------------------	---------------

PERMIT AND AGREEMENT FOR BULK WATER USE

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

Ben & Jane Fountain to become effective on 4-10-2024
(Printed Name) ("Effective Date").

Applicant is requesting bulk water as a:

County Resident: _____ Non County Resident: _____

Licensed Contractor of Huerfano County _____

Physical address of property where water will be used:
204583, 2nd Lot on Right county Road 530

In space provided please explain why you are requesting to open a bulk water account:
Household use, there is no water on the property
We recently purchased the property and are in the
process of getting permits for water, sewer, lights, etc.
We'll be building a house.

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

Bulk Water Rates and Administrative Fee.

County Resident Rate:

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

Non County Resident Rate:

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

Licensed Contractor of Huerfano County:

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

Administrative Fee:

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

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

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

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

Customer signature: Jane Fountain

DL# 08337990 State Tx
Expiration date 11-23-24 DOB 11-23-1959

Phone number: (409) 622-2509

e-mail address: Jane.fountain@yahoo.com

Application received by: _____ Date _____
Office Representative

Date application received by Public Works Director: _____

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

District approved: _____ District denied: _____

Finance staff to complete below information:

Date account opened: _____ Account # _____

Administrative Fee \$50.00 paid by:

Cash Check _____ Attach copy of check to agreement

Card Transaction _____ Attach receipt from Treasurers Office

Bulk Water fee collected: _____

Cash _____ Check _____ Attach copy of check to agreement

Card Transaction _____ Attach receipt from Treasurers Office

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Item 7f.

Account Name FOUNTAIN, BEN H & JANE M
 Address 1 849 CO RD 457
 Address 2
 Address 3
 Address 4 BROADDUS
 State/Zip TX 75929 0000
 Property
 Map Num 28-4989-174-01-177
 Prev Name1 TRUE LAND CO, INC, THE
 Prev Name2 LAHEY, BONITA LOUISE

VALUES-ASSD LAND TAXABLE 5713 EXEMPT

Use 0100 City 00000 Subdv 0070
 Anlys 000 Tax/Dst 1GS Zone 00
 Exempt Late Filing Advrt Y Bnkprpt N TOTALS 5713
 ACRES: Master Legal Value Ignore PP \$ 14508 Exemption N
 00000004179 000 4179 NOV # NOD #

CHANGES

Parcel On 01/03/2024	By COHUPTON	CMD1-Value Change	CMD2-Legal Change
Name On 01/03/2024	By COHUPTON	CMD3-Both Changes	CMD4-Sales Change
Values On 04/08/1992	By ELISHA		
Legal On 01/03/2024	By COHUPTON	CMD22-Abort Entry	HELP-More Details

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



April 24, 2024

This Letter is concerning Ben and Jane Fountain, Tract 185, Black Hills #1 in Gardner (Parcel number 204583). The property is vacant land. The property was investigated, there are no code violations on this property.

The Fountains' have applied for a bulk water permit for camping and intentions to build a home on the property.

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

Best Regards,

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

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

CONTRACT FOR SERVICES AGREEMENT
Emergency Management Consulting

This Agreement, entered into this 14th Day of May 2024, by and between the County of Huerfano, Colorado, whose address is 401 Main Street, Suite 201, Walsenburg, CO 81089, hereinafter referred to as the "County" and **Ciarlo's Emergency Management & Consultation, LLC** whose address is **142 Seneca Circle, Walsenburg, CO 81089**, hereinafter referred to as "Contractor".

WHEREAS, the County desires the smooth transition of both its Office of Emergency Management leadership and said office's ongoing project management, hereinafter referred to as the "transition"; and,

WHEREAS, the transition can be effected both in-person and remotely; and,

WHEREAS, such transition ensures the County maintains compliance with ongoing state and federal processes; and,

WHEREAS, the Contractor desires to contract for such services.

NOW, THEREFORE, the parties mutually agree, promise, stipulate, and covenant as follows:

1. The County does hereby agree to contract with the Contractor to do and perform the acts and services hereinafter more specifically set out, on the terms and conditions hereinafter enumerated for period commencing on the **4th day of June 2024 and shall continue on a month to month basis** until terminated as provided herein.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, all elements of work as indicated below:
 - a. State Burn Permitting Report Requirements-monthly;
 - b. EMPG Grant: all ESF goals with quarterly progress report and request for reimbursement;
 - i. CEPA & IPP updates, EOP CPG-101 review and update, TIC Plan update;
 - ii. Alert & Warning plan update to meet DHSEM's new assessment;
 - iii. Required monthly stakeholder coordination meetings;
 - iv. This would be done as part of EM training as well as basic EOC training;
 - c. BRIC Grant: HMP updates, in-kind tracking & requests for reimbursement;
 - i. Continue coordination with the consultants to complete the updated Hazard Mitigation Plan and receive both State and FEMA approval;
 - d. CSFS: progress reports & request for reimbursement;
 - i. Continue oversight of mitigation task planning;
 - e. SHS grant requirements & reporting (purchasing & requests for reimbursement);
 - i. Continue working with CyberReady to complete County COOP plan and coordinate TTX;
 - f. Fire Suppression Pond designation- manage project with Fire Chiefs and landowners to complete Needs Assessment so initial application can be submitted;
 - g. Dispatch policy & procedure updates and maintenance, as well as director-related duties;
 - h. New Emergency Manager training and onboarding;
 - i. EOC Kansas Building project management;
 - j. Budgeting and purchasing for Emergency Management Department;

- k. Huerfano County social media posting.
- 3. Huerfano County agrees to pay the Contractor \$7,000 monthly in consideration of the described work elements above.
- 4. In the event of large-scale incidents in which the Board of County Commissioners determine Contractor’s immediate in-person services are required, Contractor shall receive additional compensation at an hourly rate of \$50 for each hour worked.
- 5. It is understood by the parties that the Contractor will provide all materials, supplies, and equipment necessary to carry out the elements of work listed above. However, the Contractor may utilize County equipment and supplies with prior approval.
- 6. The parties intend that an independent contractor relationship is created by this agreement. The County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor.
- 7. The work to be performed under this contract will be performed entirely at the Contractor's risk and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. The Contractor agrees to indemnify the County for any and all liability or loss arising in any way out of the performance of this contract.
- 8. This contractual agreement constitutes the entire agreement and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect until in writing and designed by both parties.
- 9. This contractual agreement may be terminated by either party in writing with fifteen (15) days written notice sent to the address as provided therein by United States Mail, postage prepaid.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature

By: _____
Name: John Galusha
Title: Chairman, Board of County Commissioners

Date Signed: _____

ATTEST:

By: _____
County Clerk and Recorder

Ciarlo’s Emergency Management & Consultation, LLC

By: _____
Name: Brittney Ciarlo

Date Signed: _____



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: May 14, 2024

ITEM NAME: Huerfano River Bridge Project Overmatch Commitment

SUBMITTED BY: Carl Young

SUMMARY: Attached is letter to CDOT Region 2 Local Agency confirming our commitment to the overmatch required to move forward with this project to replace the County Road 543 Bridge over the Huerfano River. The amount of overmatch required is \$117,972.61. We have discussed with the CDOT Local Agency Team that our preferred way forward is to put this project out to bid and submit a request for additional funding to CDOT based on the actual bid results. This should strengthen the County’s request and minimize risk that bid results could exceed Engineer’s estimates.

RECOMMENDATION: Motion to the overmatch commitment letter to CDOT Local Agency for the Huerfano River Bridge Project.

BACKGROUND: KLJ has prepared the full bid package for this project and is awaiting final CDOT approval before releasing the package. Per CDOT regulations, and even though they agree with our approach to request additional funds after bidding, the Local Agency team is prohibited from approving without this letter.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

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



Board of County Commissioners

Don Scanga
Region 2 South Program Local Agency
Colorado Department of Transportation
5615 Wills Boulevard
Pueblo, CO 81089

May 7, 2024

RE: Project 22615 - Huerfano County Bridge

Dear Mr. Scanga,

Please accept this letter as confirmation of Huerfano County’s commitment of funds to complete the Huerfano River Bridge Project. The latest engineer’s estimate for this project is \$636,718.61 and the current grant budget, including grant funds and local funds, is \$485,746.00. The County’s over-match, required to move forward with this project is \$117,972.61.

Huerfano County is committed to completing this project and ensuring a safe crossing of County Road 543 over the Huerfano River. We are grateful for CDOT’s partnership with the County on this project.

Thank you for your consideration.

Sincerely,

John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: May 14, 2024

ITEM NAME: 4V1 Airfield Lighting Signage Rehab Work Order

SUBMITTED BY: Carl Young

SUMMARY: Attached is the Work Order for Garver to begin design and engineering for our airfield rehab project, as well as a letter from FAA approving the scope of work and fee proposal related to this work order. Our goal is to have construction documents put together and this project put out to bid by late summer 2024. This will allow FAA to commit to funding this year and for the County to include this project in our 2025 budget. We anticipate construction on this project to begin in late spring 2025.

RECOMMENDATION: Motion to approve Garver Work Order Number 2 for the Airfield Lighting and Signage Rehabilitation Project in the amount of \$246,030

BACKGROUND: FAA Funding is not dependent on the passage of the Federal Budget. The actual grant is only issued after the project is bid out and FAA commits to an exact funding level. This project will be funded 90% by the FAA, with 5% from CDOT and the remaining 5% from the County.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



WORK ORDER NO. 2
Huerfano County, Colorado
Project No. 24A25200

This WORK ORDER (“Work Order”) is made by and between the **Huerfano County, Colorado** (hereinafter referred to as “**Owner**”) and **Garver, LLC**, (hereinafter referred to as “**Garver**” or “**Engineer**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on April 27, 2021 and amended on March 1, 2023 (the “Agreement”).

Under this Work Order, the Owner intends to make the following improvements for the **Airfield Lighting & Signage Rehabilitation** project:

- Runway Lighting – Installation of new threshold and runway edge/end lighting system in cans and conduit at Runway 9. Addition of two new threshold lights in cans and conduit at Runway 27.
- Guidance Signs – Installation of new runway exit signs and guidance signs for Taxiway B and Taxiway C, and new lighted hold short signs at the intersection of the turn runway and Runway 9-27.
- Wind Cone – Replacement of wind cone and new segmented circle marker system.
- REILs – Installation of new REILs on both Runway 9 and 27 ends.
- Marking Revisions – Displaced threshold markings will be removed and replaced with blast pad markings.
- Pavement Removal – The existing failing blast pad pavement is planned to be removed.
- Service Road – Removal of unsafe service connection.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 The scope of engineering services is described in Appendix A.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.5 Pay all plan review and advertising costs in connection with the project.

1.2.6 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:
The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Design Phase Services		
Surveys & AGIS Design (Subconsultant)	\$40,200.00	LUMP SUM
DBE Program Administration	\$3,800.00	LUMP SUM
Environmental Services	\$4,900.00	LUMP SUM
75% Preliminary Design	\$29,400.00	LUMP SUM
95% Final Design	\$19,500.00	LUMP SUM
Bidding Services	\$15,200.00	LUMP SUM
Grant Closeout Services	\$4,500.00	LUMPSUM
Construction Phase Services		
Construction Administration	\$76,930.00	LUMP SUM
On-Site Resident Project Representative Services	\$26,300.00	COST + FIXED FEE
Material Testing Services	\$16,600.00	HOURLY
Grant Closeout Services	\$7,700.00	LUMP SUM
TOTAL FEE	\$ 245,030.00	

The lump sum amount to be paid under this Work Order is \$202,130.00.

The Owner will pay Garver for On-Site Resident Project Representative Services rendered at the rates shown in Appendix B for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver as a cost plus fixed fee and hourly under this Work Order, including the fixed fee, is estimated to be \$42,900.00. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated cost is included herein with approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2024. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage.



SECTION 3 – APPENDICES

- 3.1 The following Appendices are attached to and made a part of this Work Order:
 - 3.1.1 Appendix A1 - Scope of Design Services
 - 3.1.2 Appendix A2 – Scope of Construction Phase Services
 - 3.1.3 Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

HUERFANO COUNTY, COLORADO

GARVER, LLC

By: _____
Signature

By: Colin Bible
Signature

Name: _____
Printed Name

Name: Colin Bible, PE
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 3/20/2024



EXHIBIT A1 (SCOPE OF DESIGN SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the airfield lighting system at Spanish Peaks Airfield (4V1) under AIP Number 3-08-0079-014-2023.

The Runway 9-27 threshold lighting configuration, as installed during the previous runway reconstruction, does not meet current FAA standards. The Runway 9 end at 4V1 currently has a 200-ft displaced threshold that has non-standard lighting. Rather than keeping the displaced threshold, all parties agreed that the best path forward is to eliminate the displaced threshold and convert the 200 ft section of pavement to a blast pad. This project will also remove unsafe pavements and access to the west end of the runway. In addition, Runway End Identifier Lights (REILs) will be installed to improve runway safety at both ends.

Improvements will consist primarily of:

- Runway Lighting – Installation of new threshold and runway edge/end lighting system in cans and conduit at Runway 9. Addition of two new threshold lights in cans and conduit at Runway 27.
- Guidance Signs – Installation of new runway exit signs and guidance signs for Taxiway B and Taxiway C, and new lighted hold short signs at the intersection of the turf runway and Runway 9-27.
- Wind cone – Replacement of wind cone and new segmented circle marker system.
- REILs – Installation of new REILs on both Runway 9 and 27 ends.
- Markings Revisions – Displaced threshold markings will be removed and replaced with blast pad markings.
- Pavement Removal – The existing failing blast pad pavement is planned to be removed.
- Service Road – Removal of unsafe service road connection and possible installation of new service road route.

Project extents are shown in Exhibit 1.

Garver will perform professional services consisting of:

- Project Administration
- Surveying Services
- DBE Program Administration
- Environmental Services
- Design Services
 - 75% Preliminary Design
 - 95% Final Design
 - 100% Issued for Bid
- Bidding Services
- Closeout Services

1. PROJECT ADMINISTRATION

- 1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.



Garver will assist in development of grant reimbursement packets for review, execution, and submittal to the FAA by the Owner.

2. SURVEYING & AGIS SERVICES

- 2.1. Design Surveys. Garver's subconsultant will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network.
- 2.2. Garver's subconsultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.
- 2.3. Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.
- 2.4. AGIS Data Submission. Garver's subconsultant will process and submit existing AGIS survey data (obtained during the recent Master Planning process) that will include the proposed relocated threshold removal and new REILs for RW 9/27. All submissions will be through the ADIP portal and will cover the design elements of the AGIS process. The As-Built elements of the AGIS process will be covered under a future Work Order.

3. DBE PROGRAM ADMINISTRATION

- 3.1. DBE Program Administration: Garver will coordinate with the FAA's Office of Civil Rights in developing a three-year DBE goal for the Owner's federal projects in fiscal years 2024-2026. As part of the three-year goal development, Garver will issue public notices and facilitate the DBE Goal Consultation as required by the FAA.

4. ENVIRONMENTAL SERVICES

- 4.1. Environmental Coordination: Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.0.

5. DESIGN SERVICES

- 5.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.



5.2. Owner / Agency Coordination: Garver’s project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

5.2.1. Reimbursable Agreement: Garver will assist the Owner in in the Reimbursable Agreement process to fund the flight check required for commissioning of the REILs.

5.3. Quality Control

5.3.1. Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

5.3.2. Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

5.4. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

5.5. Construction Safety and Phasing Plan

5.5.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport’s request to obtain feedback regarding operations during each proposed phase of construction.

5.5.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner’s review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

5.6. Existing Conditions Review

5.6.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

5.6.2. Site Visits: Garver’s civil and electrical engineers will perform up to one (1) site visit to the project site to review existing conditions and evaluate survey and record document data.

5.7. Airfield Electrical

5.7.1. Airfield Lighting and Signage: Garver will provide electrical engineering services to design the new lighting improvements on the project including removal of existing lighting and signage in the project area and the installation of new lighting, signage, and airfield lighting power infrastructure.

5.7.2. NAVAIDS: Garver will provide electrical engineering services to design new Runway End Identifier Lights (REILs) and corresponding power distribution infrastructure.



5.8. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase		
	75% Preliminary	95% Final	100% Issued for Bid
Cover Sheet	X	X	X
General Notes	X	X	X
Construction Safety Plan	X	X	X
Construction Safety Details	X	X	X
Pavement Demo	X	X	X
Marking Plan	X	X	X
Marking Details	X	X	X
Seeding & Restoration Plan	X	X	X
Electrical Notes	X	X	X
Lighting Demo Plan	X	X	X
Lighting Installation Plan	X	X	X
Lighting Details	X	X	X
REIL Details	X	X	X
Wind Cone Details	X	X	X
Electrical One-Line Diagram	X	X	X

5.9. Specifications and Contract Documents

5.9.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

5.9.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC and County standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner and FAA for final review and approval.

5.10. Engineer's Design Report: Garver will prepare an Engineer's Design Report to outline the project's design criteria and design considerations per the FAA NWM Standard Handout for Engineer's Design Report 620-04. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions



- Site Survey
- Project Photographs
- Applicable AIP Standards
- Construction Safety and Phasing
- Airfield Lighting and Signage
- NAVAIDS
- Pavement Markings
- Environmental Considerations
- Miscellaneous Design Items
- Modifications to AIP Standards
- DBE Participation
- Project Schedule
- Engineer's Opinion of Probable Cost
- Appendices

5.11. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

5.12. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

5.12.1. 75% Preliminary Design

5.12.1.1. Garver will develop 75% preliminary design plans, specifications, and engineer's report and submit these to the Owner and FAA for review. It is anticipated that the Owner and FAA will review the design submission within two weeks.

5.12.1.2. At the completion of the Preliminary review period, Garver will meet with the Owner to review the 75% preliminary design plans, specifications, and engineer's report and to receive Owner and FAA comments and direction.

5.12.2. 95% Final Design

5.12.2.1. Garver will develop 95% final design plans, specifications, and engineer's report and submit these to the Owner and FAA for review. It is anticipated that the Owner and FAA will review the design submission within two weeks.

5.12.2.2. At the completion of the Final review period, Garver will meet with the Owner to review the 95% final design plans, specifications, and engineer's report and to receive Owner and FAA comments and direction.

5.12.3. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner and FAA for review. It is anticipated that the Owner will review the IFB submission within one week.



6. BIDDING SERVICES

- 6.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference, and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.
- 6.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 6.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

7. PROJECT CLOSEOUT SERVICES

- 7.1. At the conclusion of design, Garver will assist the Owner with project closeout by providing a final project report per the FAA NWM Standard Handout for Final Reports 620-05 will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 30 days after bids have been received.

8. PROJECT DELIVERABLES

- 8.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
 - 75% Preliminary Design Plans, Specifications, and Report to the Owner and FAA.
 - 95% Final Design Plans, Specifications, and Report to the Owner and FAA.
 - 100% Issued for Bid Plans, Specifications, and Report to the Owner and FAA.
 - AGIS Design Submission Elements via ADIP.
 - Other electronic files as requested.

9. ADDITIONAL SERVICES

- 9.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.
 - No As-Built AGIS Survey components will be covered under this scope.
 - No AGIS Aeronautical Survey data collection will be covered by this scope. Garver expects to use existing AGIS survey information from the recent Master Planning process.
 - Construction Phase Services, Resident Project Representative Services, and Materials Testing Services.
 - Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.



- Deliverables beyond those listed herein.
- Pavement Design.
- Boundary Surveys.
- Geotechnical Investigation.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Any supporting environmental studies (e.g., biological assessments, cultural resource surveys, etc.)
- Preparation of a Storm Water Management Plan (SWMP). The construction contract document will require the Contractor to prepare, maintain, and submit a SWMP.
- Preparation of the State Discharge Permit for the Colorado Department of Public Health and Environment (CDPHE). The construction contract documents will require the contractor to prepare, submit, and maintain a CDPHE discharge permit.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

10. SCHEDULE

10.1. Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:

Design Phase	Calendar Days
75% Preliminary Design	21 Days from receipt of survey information
90% Final Design	14 Days from Receipt of 60% Preliminary Design Comments
100% Issued for Bid	7 Days from Receipt of 90% Final Design Comments



EXHIBIT 1 (PROJECT LAYOUT)





**EXHIBIT A2
(SCOPE OF CONSTRUCTION PHASE SERVICES)**

Generally, the Scope of Services includes the following professional services for improvements to the airfield lighting system at Spanish Peaks Airfield (4V1) under AIP Number 3-08-0079-014-2023.

The Runway 9-27 threshold lighting configuration, as installed during the previous runway reconstruction, does not meet current FAA standards. The Runway 9 end at 4V1 currently has a 200-ft displaced threshold that has non-standard lighting. Rather than keeping the displaced threshold, all parties agreed that the best path forward is to eliminate the displaced threshold and convert the 200 ft section of pavement to a blast pad. This project will also remove unsafe pavements and access to the west end of the runway. In addition, Runway End Identifier Lights (REILs) will be installed to improve runway safety at both ends.

Improvements will consist primarily of:

- Runway Lighting – Installation of new threshold and runway edge/end lighting system in cans and conduit at Runway 9. Addition of two new threshold lights in cans and conduit at Runway 27.
- Guidance Signs – Installation of new runway exit signs and guidance signs for Taxiway B and Taxiway C, and new lighted hold short signs at the intersection of the turf runway and Runway 9-27.
- Wind cone – Replacement of wind cone and new segmented circle marker system.
- REILs – Installation of new REILs on both Runway 9 and 27 ends.
- Markings Revisions – Displaced threshold markings will be removed and replaced with blast pad markings.
- Pavement Removal – The existing failing blast pad pavement is planned to be removed.
- Service Road – Removal of unsafe service road connection.

Project extents are shown in Exhibit 1.

Garver will perform professional services consisting of:

- Construction Administration Services
- On-Site Resident Project Representative Services
- Materials Testing Services
- Surveying & AGIS As-Built Services
- Project Closeout Services

1. CONSTRUCTION ADMINISTRATION SERVICES

During the construction phase of work, Garver will accomplish the tasks below.

1.1. Issued for Construction (IFC) Documents

- 1.1.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.



1.2. Submittals

1.2.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.3. Notice to Proceed & Preconstruction Meeting

1.3.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

1.4. FAA-ATO Strategic Event Coordination Form

1.4.1. Garver will submit the SEC for to the Western Service Area and the DEN ADO in advance of any runway closure.

1.5. Progress Meetings

1.5.1. As a minimum, Garver's Project Manager will attend weekly progress meetings with the Owner and Contractor during construction. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project manager or his qualified representative will be available at all times while work is in progress for telephone contact by the RPR. Garver's project manager shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

1.6. Owner Coordination

1.6.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.



1.7. RFIs

1.7.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

1.8. Progress Payments

1.8.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

1.9. Payroll Reviews

1.9.1. Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

1.10. DBE Compliance

1.10.1. Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

1.11. Record Drawings

1.11.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.

1.12. Change Orders

1.12.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

1.13. Final Inspection

4.13.1 Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.



2. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES

2.1. Garver will provide full-time Resident Project Representative (RPR) services for the portion of construction requiring a runway closure, and part-time RPR for the remainder of the 29-calendar-day construction contract performance time. The proposed fee is based on the following breakdown of RPR services:

- Full-Time RPR – 10 hours per day during the seven calendar days during RW 9-27 closure.
- Part-Time RPR – 20 hours per week during the twenty-two calendar days (approximately three weeks) not involving a runway closure.

If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

2.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA.
- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

2.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the



Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3. MATERIALS TESTING SERVICES

- 3.1. Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with the FAA and the Owner's requirements.

4. SURVEYING & AGIS AS-BUILT SERVICES

- 4.1. Critical Point Surveys. Wilson & Company will determine runway lengths from positions of the runway end points using NGS' INVERSE3D software. Runway lengths will be computed while at the airport and will also be compared to the lengths published in the airport facility directory. If the computed length, rounded to the nearest foot, differs from the published length by more than a foot, Wilson & Company will contact the airport for further information on the reasons for the difference. If the lengths are consistent with the published length, no additional information will be required.
- 4.2. NAVAIDS Inventory. Wilson & Company will identify and survey all electronic and visual NAVAIDS associated to the airport that are required in FAA Advisory Circular 18B. Wilson & Company will utilize airport officials for assistance in identifying specific information about the airport's NAVAID systems. Assistance from the airport and FAA will be vital in identifying any additional NAVAIDS that have been recently constructed, planned to be built, or relocated.

Wilson & Company will determine the horizontal and/or vertical positions of each NAVAID using conventional total station surveys, RTK GPS, Static GPS, or a combination thereof. The type of survey technique will be determined by multiple considerations. These considerations are if particular NAVAID radio waves interfere with the GPS frequencies, location of NAVAID, and physical attributes of NAVAID structures.

- 4.3. Airspace Analysis and Mapping. Wilson & Company will identify, survey, and collect through remote sensing a distinct separate data set of post construction conditions to reflect the changes from current conditions. This data will be submitted to ADIP in the As-Built sections of the ADIP project.
- 4.4. Development of Ortho Photography. New ortho imagery will be flown and crated of the airport after all changes are completed during the construction process. The new ortho will cover the airport boundary to contain any construction changes that have occurred. This imagery will be separate and newer from the 09/2022 imagery used in the design state of this effort.

5. PROJECT CLOSEOUT SERVICES

- 5.1. Garver will assist the Owner with project closeout by providing the additional elements required in final construction report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 90 days of the final payment to the Contractor. Garver will also update the airport's ALD to show the completed project as "existing" and coordinate the submission of the updated ALD through OE/AAA.



6. PROJECT DELIVERABLES

- 6.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
- Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
 - Reviewed submittals to the Contractor.
 - Record Plans and Specifications to the Owner and FAA.
 - Other electronic files as requested.

7. ADDITIONAL SERVICES

- 7.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.
- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
 - Deliverables beyond those listed herein.
 - Pavement Design.
 - Topographic or Boundary Surveys.
 - Geotechnical Investigation.
 - Design of any utility relocation.
 - Engineering, architectural, or other professional services beyond those listed herein.
 - Any supporting environmental studies (e.g. biological assessments, cultural resource surveys, etc.)
 - Preparation of a Storm Water Management Plan (SWMP). The construction contract document will require the Contractor to prepare, maintain, and submit a SWMP.
 - Preparation of the State Discharge Permit for the Colorado Department of Public Health and Environment (CDPHE). The construction contract documents will require the contractor to prepare, submit, and maintain a CDPHE discharge permit.
 - Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
 - Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
 - Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

8. SCHEDULE

- 8.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Appendix B

Spanish Peaks Airfield (4V1) Airfield Lighting and Signage

FEE SUMMARY

Title I Service	Fee Type	Estimated Fees
Surveys & AGIS Design (Subconsultant)	Lump Sum	\$ 40,200.00
DBE Program Administration	Lump Sum	\$ 3,800.00
Environmental Services	Lump Sum	\$ 4,900.00
75% Preliminary Design	Lump Sum	\$ 29,400.00
95% Final Design	Lump Sum	\$ 19,500.00
Bidding Services	Lump Sum	\$ 15,200.00
Subtotal for Title I Service		\$ 113,000.00
Title II Service		Estimated Fees
Grant Closeout Services	Lump Sum	\$ 4,500.00
Subtotal for Title II Service		\$ 4,500.00
Total All Services		\$ 117,500.00

Appendix B

Spanish Peaks Airfield (4V1) Airfield Lighting and Signage

Surveys & AGIS Design (Subconsultant)

WORK TASK DESCRIPTION	E-4	E-2	E-1
	hr	hr	hr
1. Surveys - Topographic			
Develop Survey Field Work Exhibits		1	2
Develop Survey Subconsultant Agreement		3	
Coordinate with Survey Crew		2	
Survey Meshing with Base Maps		1	3
QC Review of Survey Data		2	2
Submissions	2	6	2
Subtotal - Surveys - Topographic	2	15	9

Hours **2** **15** **9**

SUBTOTAL - SALARIES: **\$4,594.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$64.00
Postage/Freight/Courier	\$46.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$110.00**

SUBTOTAL: **\$4,704.00**

SUBCONSULTANTS FEE: **\$35,496.00**

TOTAL FEE: **\$40,200.00**

Appendix B

Spanish Peaks Airfield (4V1) Airfield Lighting and Signage

95% Final Design

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1
	hr	hr	hr	hr
1. Project Administration				
Administration and Coordination (Client, FAA, and CDOT)	1		4	
Internal Coordination Meetings	2		2	2
Project Bi-Weekly Executive Team Meetings (2 meetings, 2 people)	2		3	
Final Plan Review Meeting	1		2	2
Subtotal - Project Administration	6	0	11	4
1. Electrical Engineering				
Update Engineer's Design Report	1		2	2
Final Plans				
General Notes			1	1
Construction Safety Plan			2	2
Costruction Safety Details			1	1
Pavement Demo Plan			1	2
Marking Plan			1	2
Marking Details			1	1
Seeding & Restoration Plan			1	1
Electrical Notes			1	1
Lighting Removal Plans			1	2
Lighting Intsallation Plans			1	2
Lighting Details			1	2
REIL Details			1	1
Wind Cone Details			1	1
Electrical One-Line Diagram			1	2
Develop Final Front End Specifications		2	1	1
Develop Final Technical Specifications			1	4
Develop Final Supplemental Specifications			1	2
Develop Final Quantities			1	2
Develop Final Opinions of Probable Construction Costs			1	2
Coordinate AGIS Submission	1		4	4
Internal Quality Control (QC) Review	2	2	4	
Incorporate QC Review Comments		1	1	4
Incorporate Final (Owner/FAA/State) Review Comments		1	1	4
Subtotal - Electrical Engineering	4	6	32	46

Hours **10** **6** **43** **50**

SUBTOTAL - SALARIES: **\$19,221.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$96.00
Postage/Freight/Courier \$72.00
Office Supplies/Equipment \$111.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$279.00**

SUBTOTAL: **\$19,500.00**

TOTAL FEE: **\$19,500.00**

Appendix B

Spanish Peaks Airfield (4V1) Airfield Lighting and Signage

FEE SUMMARY

Title II Service		Estimated Fees	
Construction Administration	Lump Sum	\$	76,930.00
On-Site Resident Project Representative Services	Cost + Fixed Fee	\$	26,300.00
Materials Testing Services	Hourly	\$	16,600.00
Grant Closeout Services	Lump Sum	\$	7,700.00
Subtotal for Title II Service		\$	127,530.00
Total All Services		\$	127,530.00

Appendix B

Spanish Peaks Airfield (4V1) Airfield Lighting and Signage

On-Site Resident Project Representative Services

WORK TASK DESCRIPTION	C-2
	\$146.00
	hr
1. Civil Engineering	
Review IFC Plans and Specifications	4
Attend Preconstruction Meeting (1 person virtual)	2
Resident Project Representative Services (7 Days on-site @ 10 hr/Day)	70
Resident Project Representative Services (3 Weeks on-site @ 20 hrs/Week)	60
Subtotal - Civil Engineering	136

Hours **136**

SUBTOTAL - SALARIES: **\$19,856.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$68.00
Office Supplies/Equipment	\$102.00
Travel Costs	\$3,245.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$3,465.00**

SUBTOTAL: **\$23,321.00**

SUBCONSULTANTS FEE: **\$0.00**

FIXED FEE **\$2,979.00**

TOTAL FEE: **\$26,300.00**

Appendix B

Spanish Peaks Airfield (4V1) Airfield Lighting and Signage

Grant Closeout Services

WORK TASK DESCRIPTION	E-5	E-3	E-1
	hr	hr	hr
1. Civil Engineering			
Review and Submit Final Construction Pay Application		2	2
Prepare and Submit Final Reconciliation Change Order		1	2
Assemble and Review Summary of Project Costs		1	2
Assemble Post Construction Photographs		1	2
Assemble Final Testing and Quality Control Reports		1	1
Assemble Record Drawings		1	6
Assemble Submittals and Responses		1	1
Assemble and Submit Final Testing and Quality Control Reports		1	1
Revise and Submit ALD to FAA		1	2
Provide Sponsor Certification for Construction Project Final Acceptance		1	1
Draft Final Construction Report and Submit to FAA, State, Owner		4	6
Subtotal - Civil Engineering	0	15	26

Hours **0** **15** **26**

SUBTOTAL - SALARIES: **\$7,490.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$60.00
Postage/Freight/Courier	\$65.00
Office Supplies/Equipment	\$85.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$210.00**

SUBTOTAL: **\$7,700.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$7,700.00**



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

March 26, 2024

Mr. Carl Young
County Administrator
401 Main Street
Walsenburg, CO 81089

Spanish Peaks Airport
Walsenburg, Colorado
AIP: 3-08-0079-014-2023
Improve Airfield Lighting System
Engineering Services

Dear Mr. Mc Young:

We have reviewed your scope of work, fee proposal, record of negotiations and Independent Fee Estimate (IFE) for Engineering Services for Design by Armstrong Consultants, Inc., for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
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Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Construction Administration	\$76,930.00
On-Site Resident Project Representative Services	\$26,300.00
Materials Testing Services	\$16,600.00
Grant Closeout	\$7,700.00

Grand Total	<u>\$127,530.00</u>
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We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement.

If you have not done so, please submit the following certification:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please call me at (303) 342-1255.

Sincerely,

Jospeh A. Sherrell
Project Manager
Denver ADO

PURCHASE ORDER

Huerfano County

Purchase Order#: 249

Purchase OrderDate: 5/8/2024

Vendor: **WINWATER FRONT RANGE / 8137**
PO BOX 76509
COLORADO SPRINGS, CO 80929-9318

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

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Gardner Fire Hydrant	1	\$4,146.98	\$4,146.98	070-49100-51380
TOTAL:			\$4,146.98	

NOTES:

New Fire Hydrant for Gardner

APPROVALS:

Approving Authority:

Budget Officer:



7006 SPACE VILLAGE AVE
 PO BOX 76509
 COLORADO SPRINGS, CO 80929-9318
 PHONE (719) 622-8884
 FAX (719) 596-1538

Quoted To Customer
 HUERFANO COUNTY GOVERNMENT
 401 MAIN ST STE 306
 WALSENBURG, CO 81089-2045
 Phone (719) 738-3000
 Fax

Job Name Item 7j.
 hydrant

Quote No.	Date	Page
0006199	5/08/24	1
Expiration Date		6/08/24
Revised Date		5/08/24
Bid Due Date		5/08/24

Quoted By
 Steve Sloan
 sasloan@winwaterworks.com
 (719) 622-8884

Customer	Payment Terms	Quoted To	Salesperson	FOB
001867	NET 30 DAYS	Nancy Bustos	STEVEN SLOAN	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	5'6" MED NST SPEC FIRE HYDRANT YELLOW	3900.0000	EA	3900.00
2.0	1	SLC6 6" PVC RESTRAINT IMPORT	62.7800	EA	62.78
3.0	1	6 MJ GSMT&BLUE BOLT PACK	44.9400	EA	44.94
4.0	2	HYDRANT THRUST BLOCK	69.6300	EA	139.26

Tax Area Id	Net Sales	4,146.98
060550490	Freight	.00
	Tax	.00
	Quotation Total	4,146.98



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: May 14, 2024

ITEM NAME: Fox Theatre Walsenburg Design Scope Amendment

SUBMITTED BY: Carl Young

SUMMARY: Attached is the Design Scope Amendment for the Fox Theatre Phase 2 Rehabilitation Project. This design work, which is covered by a DOLA Energy Impact Grant, will help finalize plans for the Fox Phase Two Rehab Project and allow us to tighten up cost estimates.

RECOMMENDATION: Motion to approve the McKinstry Fox Theatre Design Scope Amendment for the Fox Theatre Phase 2 Rehabilitation Project in the amount of \$26,000.

BACKGROUND: We have received the purchase order for the DOLA grant, which covers 75% of this cost. This scope was previously estimated at \$48,300 and changes we have made in the project resulted in the price decrease.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Amendment 1

Colorado Energy Office Investment Grade Audit and Project Proposal Contract Scope Addition

1.0 PURPOSE OF AMENDMENT

This Amendment to the Investment Grade Audit and Project Proposal Contract (Contract) dated June 16th, 2021 provides for the following contract scope and pricing additions as included below.

While developing the project in Phase 1, McKinstry and the County identified upgrades that are needed at Fox Theater to maintain and improve the flagship community space. The project requires additional design, permitting and pre-construction effort to start construction efforts during 2024.

This amendment is to perform the mechanical engineering, electrical engineering, and pre-construction work required to facilitate a Guaranteed Max Price (GMAX) for the subsequent construction contract proposal. The amendment is specifically intended to support project delivery and application and use of the DOLA Main Street Grant that was awarded in November of 2023. The goal of this amendment is to develop a GMAX construction project cost to be presented to the County for consideration in July 2024.

1.1 Scope of Work (SOW)

McKinstry will perform design and electrical engineering services and pre-construction bidding on the following scope of work:

- Fox Theater
 - Replacement of roof-mounted gas-heat/evaporative-cooling HVAC unit
 - Mechanical and electrical design
 - An all-electric heat pump RTU will be the proposed retrofit unless it is not possible to find a heat pump option that will work within the existing electrical, structural and physical constraints of the facility
 - LED stage lighting
 - Electrical design of new circuits for LED stage lighting
 - Electrical upgrade to accommodate new lighting

Through the design and engineering process, the above scope will be refined and a basis of design developed. Key questions regarding system approach will be defined and documented, such as sizing, ventilation, and load requirements, electrical requirements, setpoints, and controls. The GMAX design will be used to facilitate a GMAX bid solicitation process under this amendment contract to inform final pricing and technical scope for the construction proposal.

1.2 Deliverables and Preliminary Schedule

McKinstry will provide the following deliverables on the preliminary schedule shown below. The schedule is subject to change based on the final design and approach, building conditions, and other factors.

1. **GMAX Design Development– 10-weeks to complete from Notice to Proceed**
 - a. Maintain a Basis of Design incorporating Owner’s objectives, design criteria, and current design intent.
 - b. Perform a site visit to review existing conditions and verify feasibility of proposed solutions.
 - c. Preliminary calculations to support all systems being upgraded.
 - d. Cross discipline coordination to deliver an integrated solution.
 - e. Prepare a 70% Pre-Final (aka GMAX) Scope of Work package

- f. GMAX bid solicitation and RFPs issuance with a contractor walk-through
- g. Review and comment on cost estimating
- h. Development of a construction contract proposal for the County's review and approval

1.3 Clarifications

- This amendment is specifically intended to support a design/build project delivery method with McKinstry as the installing contractor or through a subcontract managed by McKinstry. The drawing package produced by McKinstry is not intended for any other use or by any other entity.
- Material and equipment specifications will be provided on the drawings, not in book format. If book format is required, additional services will be proposed.
- County CAD/BIM standards will be used in the preparation of all project drawings.
- McKinstry shall determine whether to use Revit or AutoCAD.
- We have not anticipated preparation of extensive alternate design comparisons in the project, alternate design comparisons can be considered at additional cost.
- We have assumed a linear approach to the overall design. Re-work due to reasons that are not the fault of McKinstry is not included in our base scope.
- The County shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.
- Contractor will perform the work that is at least equivalent to the standard of care ordinarily used by members of the trade or profession under similar circumstances and conditions, and in the same locality of the Work, or as required by law, whichever is the greater standard.
- It is understood that neither party shall be liable to the other party for any consequential, liquidated, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, arising out of or relating to this agreement, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. It is understood that the total aggregate liability of either party, under any theory, is limited to the agreement price.
- Additional services, other than as noted in the Scope of Work and Deliverables, may be individually contracted, in advance and in writing, based on the hourly rates shown in the base contract.

1.4 Exclusions

- Construction of the design is excluded and will be covered through a future performance contract or amendment to the Huerfano County Energy Performance Contract.
- Design submissions, beyond the design packages identified in this proposal, are excluded.
- McKinstry will provide design drawings only for the work described above, using the County's existing drawings, which may not be fully accurate and may not be available in electronic formats. As-built drawings of existing conditions are excluded.
- Performance and Payment Bonds are excluded.
- Prevailing wages are excluded.
- The County has provided McKinstry with Hazardous material information that will be used for design purposes. McKinstry will use this information to guide our design, however, hazardous material assessment and/or remediation is excluded.
- Commissioning and construction administration services are excluded.

2.0 ADJUSTMENT TO CONTRACT SUM

The Contract Sum for the GMAX design engineering scope of work described in this Amendment is \$26,000. McKinstry will develop an energy performance contract construction proposal to construct the work described above. The construction amendment will include costs, equipment design, and technical scope. The subsequent construction contractor proposal will define the maximum allowed Contractor costs for construction, including design and engineering. If the value of this design amendment is less than maximum allowed Design and Engineering cost, then additional Design and Engineer costs may be charged in the

construction amendment, up to the maximum allowed contractor cost for design and engineering.

Description	Total Fee
All scopes of work included in this amendment document necessary to get to the construction contract.	\$26,000

3.0 ADJUSTMENT TO CONTRACT SCHEDULE

The due dates for deliverables under the original Contract shall be adjusted as follows:

Existing Due Date:	June 16 th , 2021
Revised Due Date:	August 30 th , 2024

4.0 SAME TERMS AND CONDITIONS

With the items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

5.0 SIGNATURES

In witness thereof, the parties to the Investment Grade Audit and Project Proposal Contract, either personally or through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

Huerfano County

Name:

Date

MCKINSTRY ESSENTION, LLC

Bryan Hanson, Vice President, Energy and Tech SVCS

Date



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: May 14, 2024

ITEM NAME: Law Enforcement Center HVAC Testing and Balancing

SUBMITTED BY: Carl Young

SUMMARY: Attached is a Change Order from McKinstry to execute an HVAC testing and balancing scope at the Law Enforcement Center. This work will ensure the building is as comfortable as possible this summer. This request in the amount of \$25,022.85 will be taken entirely from the Energy Performance Contracting contingency funds.

RECOMMENDATION: Motion to approve McKinstry Change Order Request 11 for LEC DX Cooling Construction in the amount of \$25,022.85.

BACKGROUND: This Change Order has been revised to reflect additional development and pre-construction costs that McKinstry has incurred in the amount of \$13,500. \$224.11 will remain in the project contingency once this scope is completed.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Change Order Request

Item 71.

McKinstry Essention, LLC
5005 3rd Ave S
Seattle, WA 98134
Phone: 206-762-3311

Owner: Huerfano County Co
928 Russell St
Walsenburg, CO 81089

Project: 205435-004 / Huerfano County EPC Construction
401 Main St
WALSENBURG, CO 81089

PCOType: PCO

Change Order Request # : 11 LEC DX Cooling Construction

Item : 1 LEC Cooling Construction
--

		<u>Amount</u>
	Requested Total For Item	1 25,022.85
Total For Change Order		25,022.85

Approved By: Huerfano County Co

Submitted By: McKinstry Essention, LLC

Signed: _____

Signed: _____

Date: _____

Date: _____

Change Notice Description									
PCO Option #7.1:									
<p>This cost includes all labor, equipment, tools, material, and supervision required to complete the proposed scope.</p> <ul style="list-style-type: none"> - Full building retrocommissioning and \$10,000 allowance for repairs. - Full building test and balance down to the diffuser level. - AHU-2 and AHU-3 will have their flex connections, evaporate cooling section, media, and coils repaired. <p>This change order option utilizes the remaining amount from the cancelled FIMs in the amount of \$102,475. See change log for further details on these amounts. Execution of this work will extend the original construction schedule by three weeks.</p>									
Change Notice Line Item	Change Notice Line Item Description	Material & Labor	Other	Other	Other	Other	Other	Other	Total
1	Mechanical Contractor Labor and Materials	\$ 24,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,625.00
2	Electrical Contractor Labor and Materials	\$ 1,171	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,171.00
3	Test and Balance	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
4	Mechanical Repair Allowance Found by Cx	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
5	HVAC Armor Pan Recoat for AHU-2 and AHU-3	\$ 18,585	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,585.00
6		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	<i>Total Base Change Notice Direct Costs</i>	\$ 64,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,381.00
Implementation Costs		Actual % of Total Project Cost	% Maximum Per IGA Contract						
A.	Pre-Construction Costs								
B.	Design and Engineering	8.00%	8.00%		[Percent of Estimated Project Amount U]				
C.	Pre-Construction Services	3.00%	3.00%		[Percent of Estimated Project Amount U]				
D.	Other Pre-Construction Costs	3.00%	3.00%		[Percent of Estimated Project Amount U]				
E.					Pre-Construction Cost Subtotal				
					\$ 12,968.84				
F.	Construction Costs								
G.	Trade Subcontracts		-		[Percent of Estimated Project Amount U]				
H.	Design/Build Subcontracts		-		[Percent of Estimated Project Amount U]				
I.	Direct Purchase Equipment		-		[Percent of Estimated Project Amount U]				
J.	Construction Management	7.00%	7.00%		[Percent of Estimated Project Amount U]				
K.	Project Engineering	2.00%	2.00%		[Percent of Estimated Project Amount U]				
L.	General Conditions	1.50%	1.50%		[Percent of Estimated Project Amount U]				
M.	Construction Completion	4.00%	4.00%		[Percent of Estimated Project Amount U]				
N.	Other Construction Costs	4.00%	4.00%		[Percent of Estimated Project Amount U]				
O.					Construction Costs Subtotal				
					\$ 17,137.39				
P.	Estimated Project Amount				<i>Estimated Project Amount [E + O]</i>				
					\$ 30,106.23				
Q.	Profit	10.00%	10.00%		[Percent Profit * P]				
					\$ 3,010.62				
R.	Contingency	0.00%	5.00%		[Percent Contingency * P]				
					\$ -				
S.	McKinstry Existing Building Retro-Commissioning		-						
					\$ 16,500.00				
T.	Additional Dev & Pre-Con Fees Incurred by McKinstry to Date								
					\$ 13,500.00				
U.	Subtotal				<i>Subtotal [Q + R + S + T]</i>				
					\$ 33,010.62				
V.	Subtotal				<i>Subtotal [13 + P + U]</i>				
					\$ 127,497.85				
W.	Less Cancelled FIM Value (see change log)								
					\$ (102,475.00)				
X.	Total Change Notice Amount				<i>Total [V + W]</i>				
					\$ 25,022.85				



HUERFANO COUNTY ENERGY PERFORMANCE CONTRACT

205435-004
Contingency Change Log

Project Contingency		
Original Contingency Amount	\$95,614.00	
Amount Billed to Date	\$ 70,367.04	73.6%
Amount Committed to Date	\$ 95,389.89	99.8%
Remaining Amount	\$224.11	0.23%

\$70,367.04 in approved change orders to date outside of the LEC cooling
\$95,389.89 would be the new amount if Option 7.1 is approved

Change Log Item #	Description	Subcontractor	Bldg.	Reason	Potential Owner Change Order No.	Total Cost	Funding Source	Amount Invoiced	Invoiced Month	Date Closed	Notes
006	New Trane controller for Walsenburg Courthouse	Trane	WCO	Design Build	07	\$ 24,315.00	Contingency	\$ 24,315.00	Jan-2024	Mar-2024	See Subcontracts > Vision > Change Orders > Proposed > 'Huerfano County Courthouse Controls Upgrade 11-28-2023.' Note that this is all-in for their contract value. Took out the original cost of \$11,617 we carried.
010	Gutter Repair Clay to PVC Section Replacement	Vision	WCO	Design Build	02	\$ 12,731.20	Contingency	\$ 12,731.20	Jan-2024	Apr-2024	See Subcontracts > Vision > Change Orders > Proposed > 'CO1 Courthouse Storm Drain Repair O-231020'
012	Gardner Well 1 Electrical Protection	Pueblo	GW1	Design Build	03	\$ 6,520.84	Contingency	\$ 6,520.84	Jan-2024	Jan-2024	See Subcontracts > Pueblo > Change Orders > Proposed > '\$4950 GW1 Panel'
014	LEC DX Cooling Design (Dept 110)	McKinstry	LEC	Owner Requested	05	\$ 26,800.00	Contingency	\$ 26,800.00	Jan-2024	Jan-2024	See Billing > COs > PCOs > PCO 05 - LEC Kitchen Hood Design folder
016	CANCELLED FIM 03.02 - Refurbish Air Handling Units	McKinstry	LEC	Owner Requested	10	\$ (66,941.00)	Contingency	\$ -			Requested by customer to cancel in OAC meeting.
017	CANCELLED FIM 11.01 - Repair Electrical Service	Pueblo	CPB	Owner Requested	10	\$ (35,534.00)	Contingency	\$ -			Requested by customer to cancel in OAC meeting.
022	Substantial Completion and Final Acceptance Date Adjustments	McKinstry	N/A	Design Build	09	\$ -	Contingency	\$ -	Mar-2024	Mar-2024	
023	LEC Cooling Construction Option 7.1	McKinstry	LEC	Owner Requested	11	\$ 25,022.85	Contingency				

Yellow cells add up to \$70,367.04
Red & yellow cells add up to \$95,389.89



Walsenburg Community Center

May 21, 2024

2:00 p.m - 4:00 p.m

Agenda

- Overview of the Colorado Broadband Office
- 2023 Accomplishments and 2024 Plans
 - Funding including CPF, BEAD, Broadband Deployment Fund and the Technical Assistance Program
 - Broadband Readiness including legislation, affordability, workforce development, and the Broadband Readiness program.
- Local Updates
- Digital Equity

You can also join us via Zoom

Join Zoom Meeting

<https://us05web.zoom.us/j/82635197786?pwd=Mh00ZgG3tT1GYmCCxaJGIL9DR2HaUW.1>

Meeting ID: 826 3519 7786

Passcode: K46SpX



HEALTH AWARENESS

April 2024

GIFT OF LIFE: UNDERSTANDING ORGAN DONATION

April is National Donate Life Month, and is dedicated to encouraging others to join the organ registry and honor those who have saved lives through these gifts of life. In the realm of medical care, few gestures hold as much power and significance as the decision to become an organ donor. While the loss of a loved one is undoubtedly a profound and difficult experience, the decision to donate organs allows families to find solace in knowing that their loss has facilitated the chance for others to live. It transforms grief into a legacy of generosity and compassion. The importance of organ donation cannot be overstated, as it serves as a beacon of hope for countless individuals awaiting life-saving transplants.

According to [Donate Life America](#), every eight minutes, another person joins the queue for a life-saving organ transplant. Daily, 16 individuals on the waiting list perish before receiving the organ they desperately require. As of March 27, 2024, the Health Resources & Services Administration reports that 103,223 individuals are currently awaiting organ transplants in the United States. Of those, 85% need a kidney.

SIGN UP TO BE A DONOR

Signing up to be a tissue, eye and organ donor, or making a living organ donation, is extremely important to help save lives. There are currently more people on the transplant list than there are organs available. If you sign up to be a donor, you may be able to save lives after you die. Up to eight people's lives can be saved from one donor's organs. Also, one tissue, eye and organ donor can heal more than 75 people.

More than 50% of patients on the transplant list are people of color, and people of color are more likely to experience health concerns that cause tissue death and organ failure. When a donor has the same ethnic or racial background as the recipient, their tissue and blood types are more likely to match.

Although you may never need a transplant, you can pass on the gift of life by registering to become an organ donor today. You can [sign up to be a donor here](#).

Every donated organ has the potential to save multiple lives, offering recipients the opportunity to experience the joy of renewed health and vitality. In this way, organ donation embodies the fundamental ideals of altruism and solidarity, uniting individuals from diverse backgrounds in a shared commitment to the well-being of others.



LIVING ORGAN DONATION

Annually, about 6,500 living organ donation transplants occur. Living organ donation has an advantage for donors: They can decide who will receive their organ. This normally helps the recipient get their lifesaving organ faster than they would have otherwise.

While you are alive, you can donate:

- A kidney
- A part of your liver
- A lobe of a lung
- A piece of your pancreas
- A piece of your intestine
- Skin, after a tummy tuck or another surgery

Most living organ donations are between family members or friends, but some people choose to make a living organ donation for a person they do not know. Many living donors have no negative health outcomes because of their organ donation, leading normal lives after the procedure. Also, people who have received organs from living donors are more likely to have improved health outcomes compared to people who have received organs from donors who have passed away.

For living organ donation involving a known recipient, start by engaging in an open discussion with the individual. Following this, reach out to the transplant program responsible for managing the recipient's waitlist and express your intention to donate. When considering living organ donation for an unknown recipient, connect with your preferred transplant hospital and inquire about their donation program.

The urgent need for organ donors underscores the critical importance of raising awareness and dispelling myths surrounding donation. Despite advancements in medical technology, the demand for organ transplants far exceeds the available supply, resulting in lengthy waiting lists and preventable loss of life. By educating the public about the life-saving potential of organ donation and addressing misconceptions, we can encourage more individuals to make the life-affirming decision to become donors.



1
Donor

Can save
up to
8
Lives

Restore
sight to
2
people

Heal the lives
of more than
75
people

BENEFITS CORNER

Prescription refills for Members typically involve a straightforward process. After a provider prescribes medication, the patient can request a refill through their pharmacy, directly through CarelonRx, or the [mail service order form](#). The insurance company then verifies the refill request, ensuring it aligns with the patient's coverage and medication history. Once approved, the pharmacy fills the prescription, and the patient may need to pay a copayment or coinsurance depending on their insurance plan. If no refills remain, your provider will have to submit the prescription order again. The process aims to facilitate timely access to necessary medications while managing costs and ensuring quality care. For questions, contact CTSI at (303) 861-0507.





TECHNICAL UPDATE

Volume 28 Number 18 | April 30, 2024

ACCESSIBILITY COMPLIANCE FOR COLORADO GOVERNMENT

Colorado's accessibility law regulates the way public entities meet website accessibility standards and mandates that government websites have to provide proper accommodations for individuals with disabilities. These technology standards ensure that people with disabilities enjoy the same access as everyone else to participate in state and local services, activities, and employment opportunities.

[House Bill 21-1110](#) and the Office of Information Technology's (OIT) accessibility standards relate to all technology, hardware, and software, that is both public-facing and internal-facing. This includes technology provided by or procured by a government entity that is used by the public or a government employee. This technology includes websites, applications, kiosks, digital signage, documents, and forms. Compliance is also recognized in the creation and publishing of content, such as text, links, images, video, audio, and embedded third-party applications. It is recommended to establish a written plan for implementing accessibility standards as part of your annual IT Roadmap.

IMPORTANT TERMS AND REMINDERS

Platform Providers: OIT, SIPA (Colorado.gov websites), or other in-house development teams or vendors contracted to provide a platform.

- A platform is what the website or application is built on. For example, Colorado.gov is built on the Drupal platform supported by NIC/SIPA.

Content Owners: State agencies and county governments.

- Content owners are individuals and teams that create, publish, and maintain online content like text, links, images, forms, PDFs, documents, and embedded third-party applications.

Web Content Accessibility Guidelines (WCAG): International Web standards, current version 2.1, level AA criteria.

Legislation places responsibility for compliance on both platform providers and content owners. OIT has statutory authority in C.R.S. 24-85-101 to establish statewide accessibility standards. Previously, there was no formal process and little enforcement. **All state agencies and local governments must be compliant with state standards by July 1, 2024.** However, HB24-1454 has recently been introduced, and if passed, a one-year extension with detailed requirements could be provided. OIT will provide resources, training on the state standards, and tools to assist with accessibility, but agencies and local governments will need to make the changes and improvements to their own online content.

[Accessibility resources](#), testing tools, and an [FAQ](#) are available to help government agencies get started with accessibility compliance for persons with disabilities.

FUTURE IMPACT

The impact of [HB21-1110](#) makes it a state civil rights violation for a government agency to exclude people with disabilities from receiving services or benefits because of lack of accessibility. The act adds language to strengthen current Colorado law related to protections against discrimination on the basis of disability for persons with disabilities, specifically as those laws relate to accessibility to government information technology.

Any county that doesn't meet OIT's web accessibility standards could be subject to injunctive relief, meaning a court order to fix the problem, actual monetary damages, or a fine of \$3,500 payable to the plaintiff, who must be someone from the disability community.



WHAT THIS MEANS FOR COUNTIES

Counties need to review their online presence before the July 1 deadline to ensure they are in compliance. IT staff may need additional support and funding for designing, developing, and maintaining accessible technology. CTSI recommends looking at paid internships or utilizing college students studying web design for additional support. There is an increased potential for losses if counties are unprepared before the deadline. For more information, contact CTSI at (303) 861-0507.



TECHNICAL UPDATE

Volume 28 Number 15 | April 9, 2024

CELEBRATING MARYLIN WAGNER'S RETIREMENT



Please join us in congratulating Marylin Wagner on her journey into retirement after working in the field of safety and loss control for 40 years. She was an integral part of CTSI for the past seven years, most recently serving as the Loss Control Team Lead since 2022. Marylin has been a member of the American Society of Safety Professionals (ASSP) since joining in 1981 as a college student. She also holds a Certified Safety Professional (CSP) designation and held the Certified Fire Protection Specialist (CFPS) designation from 2002-2022. Marylin graduated from Central Missouri State University with a degree in Industrial Safety Engineering.

Our Members benefited from Marylin's certification as a MSHA trainer and CDOT Flagger instructor. She was an invaluable resource as the primary liaison for safety, loss control, and risk management advice. Many of our Members know Marylin for her dedication to making Colorado counties a safer place to work by helping establish safety committees and providing guidance on policies and best practices for day-to-day tasks. Meredith Burcham, CTSI Executive Director, shared "Marylin was an excellent addition to the CTSI staff. She was extremely knowledgeable and had excellent customer service skills. Marylin was always willing to go the extra mile to assist our Members with their safety and risk management needs."

Marylin and husband Jon intend to travel in retirement, including trips this year to Canada and Germany. They also have plans for boating and fishing at the Lake of the Ozarks and exploring the back roads of our beautiful Colorado. When not traveling, Marylin aspires to revive an old love for golf and catch up on her long list of books to read.

"Marylin was an excellent addition to the CTSI staff. She was extremely knowledgeable and had excellent customer service skills," shared Meredith Burcham, CTSI Executive Director. "Marylin was always willing to go the extra mile to assist our Members with their safety and risk management needs."

WELCOME STEVE PECHARICH TO CTSI

CTSI welcomes Steve Pecharich as our new Senior Loss Control Specialist. Steve comes to CTSI from the Harrison School District Two in Colorado Springs where he served as their Environmental, Health, and Safety Manager. Prior to that he served the Minnesota Department of Transportation as their Safety Administrator for more than 10 years, culminating in over 20 years of safety experience in state government. In addition, Steve previously served as the Loss Control Consultant for the Minnesota Counties Insurance Trust. We are confident that Steve will be a strong addition to CTSI as he assists our Members and provides extensive knowledge and experience in the field to our Loss Control department. You may contact Steve at (303) 861-0507 ext. 129, specharich@ctsi.org.





TECHNICAL UPDATE

Volume 28 Number 19 | May 7, 2024

CYBERSECURITY CONTROLS: PART TWO

Cyber incidents—including data breaches, ransomware attacks, and social engineering scams—have become increasingly prevalent, impacting organizations of all sizes and industries. Such incidents have largely been brought on by additional cyber threat vectors and growing attacker sophistication. As these incidents continue to rise in both cost and frequency, counties must take steps to address their cyber exposures and bolster their digital security defenses.

CTSI is presenting a three-part series on essential cybersecurity controls. April focused on multifactor authentication, endpoint detection and response, and patch management. June will highlight email authentication technology, secure data backups, and incident response planning. Taking the time to review these risks and liabilities helps counties prevent cyber incidents and associated insurance claims from happening. It can also help secure adequate cyber coverage in the first place.

NETWORK SEGMENTATION AND SEGREGATION

When organizations' networks lack sufficient access restrictions and are closely interconnected, cybercriminals can cause more widespread operational disruptions and damage. That's where network segmentation and segregation can help.

Network segmentation refers to dividing larger networks into smaller segments through the use of switches and routers, therefore permitting better monitoring and traffic control between segments. Segmentation may boost network performance and help localize technical issues and security threats. Segregation entails isolating crucial networks (i.e., those containing sensitive data and resources) from external networks, such as the internet. Segregation leverages additional security protocols and access restrictions within their most critical networks, making it difficult for cybercriminals to penetrate these networks laterally.

END-OF-LIFE (EOL) SOFTWARE MANAGEMENT

At some point, all software will reach the end of its life. This means manufacturers will discontinue technical support, upgrades, bug fixes, and security improvements. As a result, EOL software will have vulnerabilities that cybercriminals can easily exploit.

Organizations may be hesitant to transition away from EOL software for a number of reasons, such as limited resources or migration challenges. This is especially true when systems are still functioning. However, continuing to use EOL software also comes with risks, including heightened cybersecurity exposures, technology incompatibilities, reduced system performance, and additional data compliance concerns. Organizations should adopt life cycle management plans that outline ways to introduce new software, provide methods for phasing out unsupported software, and utilize device management tools to push software updates.

REMOTE DESK PROTOCOL (RDP) SAFEGUARDS

RDP consists of a digital interface that allows users to connect remotely to other servers or devices from any location. Through RDP ports, employees are permitted to retrieve files and applications stored on their organizations' networks while working outside the office, as well as giving IT departments the ability to identify and fix employees' technical problems remotely.

Unfortunately, RDP ports are also frequently leveraged as a vector for launching ransomware attacks, particularly when these ports are left exposed to the internet. In fact, nearly 1.3 million RDP-based cyber events occur each day, with RDP reigning as the top attack vector for ransomware incidents. To safeguard your RDP ports, it's important for organizations to keep these ports turned off whenever they aren't in use, ensure such ports aren't left open to the internet and promote overall interface security through the use of a virtual private connection (VPN).



WHAT THIS MEANS FOR COUNTIES

CTSI recommends counties implement these essential cybersecurity controls to help manage their cyber exposures. Not only will it help safeguard and reduce digital vulnerabilities at the county level, but it will also assist in obtaining coverage with higher limits and lower premiums for CAPP. For more information, contact CTSI at (303) 861-0507.



TECHNICAL UPDATE

Volume 28 Number 17 | April 23, 2024

SAFE AND FUN COUNTY FAIRS

Summer is around the corner and counties across Colorado are diligently preparing to host risk-free events that prioritize the safety and well-being of attendees. From comprehensive sanitation protocols to crowd management strategies, our counties work hard so attendees can enjoy the festivities with peace of mind. By following these tips, your county can limit its risk exposure and promote a safe environment.

MAINTAIN WALKWAYS AND FAIRGROUNDS

It's not uncommon for a fairgoer to be injured from a slip and fall. Minimize your risk by assigning personnel to keep the walkways free of debris and maintained in good condition. CAPP provides premises medical pay coverage if an attendee is injured while on county property. Make sure fencing is secure, especially in the rodeo arena. More than one instance has occurred when a steer has crashed through a fence and injured spectators.

POST YOUR FACILITIES WITH EQUINE LIABILITY SIGNAGE

Colorado law allows counties to protect themselves from potential liability involving equine activities such as rodeos and horse shows due to the inherent risks associated with activities with horses and llamas. To be immune, the county must post warning signs or correct known dangerous conditions that could lead to injuries for participants in these activities. Willful negligence is not excluded from liability.

INSURANCE COVERAGE FOR THE COUNTY FAIR BOARD AND ITS VOLUNTEERS

Colorado Counties Casualty & Property Pool (CAPP) member county employees, appointed boards, and county volunteers have liability coverage through CAPP. The County Workers Compensation Pool provides workers' compensation to member county employees and appointed board members while in the scope and course of their duties for the county. Fair volunteers (except certain statutory volunteers) are not covered by workers' compensation. Volunteers should sign a waiver form. The CWCP & CAPP Operations Manual has sample waiver forms at ctsi.org. A volunteer accident protection plan is available through CTSI, which provides minimal medical coverage secondary to the person's own health insurance for non-statutory volunteers.

EVENT PARTICIPANTS

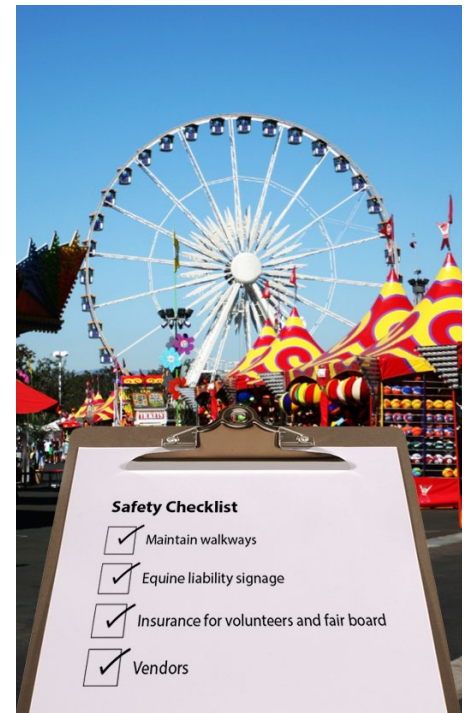
Event participants are not eligible for premises medical pay and are not covered for liability or injuries to themselves. Participants should sign waivers of liability.

VENDORS AT THE COUNTY FAIR

CAPP does not protect or defend the liability of vendors or service providers at the fair. For example, the stock producers for your rodeo or food vendors must have their own liability insurance.

PEOPLE USING COUNTY FACILITIES

For other summertime activities, people often use or rent the county's property for a private event such as a wedding reception, dance, or flea market. CAPP does not protect or defend the liability of non-county people putting on an event at your fairgrounds or county property. Tenant Users Liability Insurance Program (TULIP) coverage is available to cover the people putting on the event because if they do not have their own liability insurance, their personal assets could be at risk.



Safety Checklist

- Maintain walkways
- Equine liability signage
- Insurance for volunteers and fair board
- Vendors

WHAT THIS MEANS FOR COUNTIES

By following these tips, you'll keep your summertime festivities fun and safe and limit your county's risk. These protocols aren't just guidelines; they represent a commitment to safeguarding public health and well-being. Moreover, prioritizing risk protocols fosters trust among attendees, encouraging broader participation and bolstering the local economy. Contact CTSI at (303) 861-0507 for more information.



TECHNICAL UPDATE

Volume 28 Number 16 | April 16, 2024

VOLUNTEER ENGAGEMENT BY COUNTIES

Many counties use “non-statutory” volunteers to help with the fair, vaccination clinics, property clean-up, etc. Counties also use “statutory” volunteers for the sheriff reserve, search and rescue, fire, and ambulance service. There is a difference between non-statutory and statutory volunteers. Workers’ compensation does not cover non-statutory volunteers for injuries incurred while performing services for the county. Conversely, statutory volunteers are covered for workers’ compensation per C.R.S. 8-40-202 while they are in the scope and course of their duties for the county.

For non-statutory volunteers, CTSI offers a low-cost accident protection plan that provides medical and accidental death and dismemberment coverage. This coverage is secondary to any other medical or other insurance coverage the volunteer may have. Currently, 27 counties insure nearly 2,235 volunteers.

Non-statutory or statutory, your volunteers should be treated similarly to your employees concerning training, assigning supervision, and providing clear instructions as to their job duties. Volunteers require as much, if not more, training and guidance than full-time staff. County employees may volunteer to serve in a volunteer program so long as their activities do not directly relate to their county job.

Counties are well aware of the benefits volunteers bring to the organization. But counties should also be aware of the liability associated with volunteers. Concerning liability, your county has the same risk exposure with volunteers as you have with your employees. Therefore, appropriate screening is necessary. For Colorado Counties Casualty and Property Pool (CAPP) member counties, your county has the same liability protection for your non-statutory and statutory volunteers as you have for your employees. For non-statutory volunteers, it is good risk management to secure a signed Volunteer Acknowledgment and Waiver of Liability form. Please consult your county attorney for specific language. **The waiver should include language similar to the following:**

WAIVER AND RELEASE OF LIABILITY

I, (the “volunteer”) as a volunteer for the county, do hereby and forever release and discharge the County (“county”) government and respective board members, officers, employees, agents, and volunteers from any and all claims, actions, expenses, liabilities, or damages of any nature whatsoever, including costs and attorney’s fees, arising out of any personal injury or any loss or damage to property in any way resulting from or otherwise relating to my participation as a county volunteer.

ACKNOWLEDGMENT OF CONDITIONS OF VOLUNTEERISM

I fully understand and agree to provide my services to the county as a volunteer in a volunteer capacity.

I fully understand that the county will not provide or pay for medical treatment for injuries that occur within the scope and course of my volunteer activities.

I fully understand that as a volunteer, I do not work for the county as an employee; therefore, I am not entitled to workers’ compensation benefits, and the county cannot provide lost wages or permanent disability benefits for the volunteer’s regular employment.

I fully understand and agree that if I use my personal vehicle while conducting volunteer county business, my personal automobile insurance is my responsibility and primary to any other insurance that may exist. (This also applies to county employees and statutory volunteers.)

I fully understand and agree that if I use any of my personal property while conducting volunteer county business, the county will not provide insurance coverage or be financially responsible should damage or loss occur. (This also applies to county employees and statutory volunteers.)

I fully understand that as a county volunteer, I am covered by the county’s liability insurance to the same degree and conditions as a county employee. (This also applies to county employees and statutory volunteers.)

WHAT THIS MEANS FOR COUNTIES

Counties should be aware of the difference between non-statutory and statutory volunteers. Risk management procedures for volunteers should be implemented by counties in a similar manner as is done for employees (e.g., background checks, driver license checks, application process). For more information, contact CTSI at (303) 861-0507.



Carl Young <cyoung@huerfano.us>

Huerfano County Outdoor Recreation and Main Street Development Community Action Plan

Dale Henderson <Dale.Henderson@colorado.edu>

Fri, May 3, 2024 at 2:04 PM

Reply-To: Dale.Henderson@colorado.edu

To: cucharamountainadventure@gmail.com, Danielle Goodrich <groovewmn2000@gmail.com>, edieflan@msn.com, heatherhillis@townoflaveta-co.gov, jeffreyacke@gmail.com, mezzojennycarr@gmail.com, hostertkaren4@gmail.com, karen.wainscott@state.co.us, kandreatta8708@gmail.com, Louiseinlaveta@gmail.com, mbade@mediate.org, Robert Gilbert <rgilbert@huerfano.us>, samantha.albert@state.co.us, Sarah Jardis <sarahjardis@gmail.com>, spencer.gerk@state.co.us, "Stewart Martinez - OEDIT, Wendy" <wendy.stewartmartinez@state.co.us>, Bob Kennemer <bobkennemer@gmail.com>, natalieooi@colorado.edu, hart.todd@mac.com, mydustyhome@gmail.com, Carlton <ccroft@huerfano.us>, terrimpatrick1961@gmail.com, hjeversley@gmail.com, reversley@me.com, russellm9999@gmail.com, cgayedavis@gmail.com, marvin-reynolds@coloradostate.edu, stephen.lauer@colostate.edu, jhoyt97060@yahoo.com, dennis.hoyt@gmail.com, ed.schmal@state.edu, heather.prather@state.co.us, hlynneath1@gmail.com, mike.brown@state.co.us, Conor.cw.orr@gmail.com, jboynton@sparkthechangecolorado.org, cyoung@huerfano.us, jennifer.ives@state.co.us, Anderson Cole <anco9506@colorado.edu>, appel2us@yahoo.com, bruce.fickenscher@colostate.edu, cityadmin@walsenburg.org, Dale Henderson <dahe9442@colorado.edu>, "Nelson,Guinevere" <guinevere.nelson@colostate.edu>, helena@gubgubs.com, Isabel Lisle <isabel.lisle@colorado.edu>, kpowers@la-h-health.org, marvin.reynolds@colostate.edu, "Nunez - OEDIT, Matthew" <matthew.nunez@state.co.us>, mike@foxtheatre.walsenburg.org, Natalie Ooi <natalie.ooi@colorado.edu>, willie.wilkins@colostate.edu

Dear Steering Committee Members, Community Members, and State Partners

The University of Colorado, Boulder Masters of the Environment (MENV) Technical Assistance Team is excited to announce that we have completed the Huerfano County Outdoor Recreation and Main Street Development Community Action Plan. This plan was only completed with all of your diligent efforts and continued engagement throughout the Rural Technical Assistance Program (RTAP) Process. It includes 17 detailed action items across 5 goal areas that were created with all of your input to drive Huerfano County's development for the next 12-24 months.

You will also find an appendix attached below that offers detailed documentation of the entire RTAP Process from the Community Self-assessment to the activities from the community workshop.

Thank you Huerfano County for welcoming us into your community and showing us the beautiful place you call home. Thank you to the steering committee and community members who helped shape the action plan throughout this phase of the process. Special thanks to Robert Gilbert and our instructor Natalie Ooi for their dedication to making his process successful. We are all immensely grateful for this experience and we hope to stay in touch and visit soon!

We are happy to announce that we will now be handing off the Community Action Plan to you all to implement with support from Guinevere Nelson and Colorado State University Extension.

Until We Meet Again,
The Technical Assistance Team
Amy Rawn, Anderson Cole, Dale Henderson, and Izzy Lisle

 Appendices- Huerfano County Community Action Plan (1) (2).pdf

View the full plan on the Huerfano County website: <https://huerfano.us/outdoor-recreation-community-action-plan/>

Goal 1**Community Collaboration and Strategic Partnerships**

- Action 1.1 Form the Huerfano County Outdoor Recreation Coalition
- Action 1.2 Collaborate with Las Animas County through the Spanish Peaks Outdoor Coalition
- Action 1.3 Form an Outdoor Recreation Youth Advisory Council

Goal 2**Economic Development and Business Support**

- Action 2.1 Open and operate visitors centers in Walsenburg, La Veta, and Gardner.
- Action 2.2 Conduct an outdoor recreation business landscape assessment conditions and opportunities
- Action 2.3 Establish human-powered watercraft rental opportunities at Lathrop
- Action 2.4 Create a rotating food vendor concessions model

Goal 3**Connectivity through Environmentally Responsible Outdoor Recreation Infrastructure**

- Action 3.1 Create sub committee under HORC to focus on addressing signage needs
- Action 3.2 Conduct an inventory of outdoor rec signage across the county and ID priority projects and funding sources.
- Action 3.3 Install bike racks and repair stations through the county
- Action 3.4 Establish a sub-committee under the Huerfano Outdoor Recreation Council to steward the Masonic Cemetery in Walsenburg.

Goal 4**Equitable Access to Outdoor Recreation Opportunities**

- Action 4.1 Create a print and internet resource guide to communicate resources available to participate in the outdoors.
- Action 4.2 Create an accessible trail and outdoor recreation database for Huerfano County.
- Action 4.3 Implement Southeast Teaching Environmental Science Naturally workshops for Huerfano County teachers.
- Action 4.4 Establish a network of gear libraries in Huerfano County.

Goal 5**Sustainability and Conservation**

- Action 5.1 Promote responsible recreation principles specific to Huerfano County to educate residents and visitors about how to recreate responsibly.
- Action 5.2 Initiate conversations with utility companies and public land management agencies to discuss repurposing previously disturbed areas for the development of outdoor assets.

April 18, 2024

To: Arica Andreatta – Commissioner District - 2

Through: Huerfano County Administrator, Carl Young
401 Main Street, Suite 101
Walsenburg, Colorado 81089

From: Don Pino, Wildfire Protection Representative, Navajo Ranch HOA

Subject: Letter of Appreciation for Ross Hallihan, Mitigation and Planning Specialist

Ross Hallihan's proactive assistance was not just helpful but crucial in enabling the Navajo Ranch Community to significantly reduce the wildfire fuel load on Seneca Circle. His dedicated efforts led to the disposal of approximately six acres (4,804,689 cubic yards) of Pinion and Juniper Slash on Seneca Circle. This remarkable achievement has not only improved our community's safety but also provided a substantial reduction of wildfire fuels within the road easement of Navajo Ranch, making us feel more secure and protected.

Ross's 'Yes, we can ' spirit boosted morale among us. His safety briefings on using the HC Chipper for each volunteer ensured our safety and fostered a sense of shared responsibility.

On Saturday, December 2, Ross and I and seven other Navajo Ranch volunteers worked tirelessly to remove ladder fuels from mature Pinion and Juniper trees with chainsaws. Despite the challenging weather conditions and the physical demands of the task, we also cleared damaged trees, saplings, and undergrowth on NW Seneca Circle. Together, we cut and stacked approximately one-quarter mile of slash, a testament to our collective effort and shared responsibility.

Ross has continued to support us by providing the county's chipper on four other occasions on some of the coldest days in January. This ongoing support is a clear testament to his dedication and belief in our cause. As Navajo Ranch volunteers, we deeply understand the significance of our work in preserving our community in the event of a wildfire and protecting our homes, a responsibility we take with utmost seriousness and commitment.

In Navajo Ranch, we are working on reducing wildfire fuels. Our work has focused on removing ladder fuels from trees and thinning out trees' considerable amount of wildfire fuels (Pinion & Juniper) in the road easement on Seneca Circle. Eliminating these fuels has widened the corridor and removed the density of accumulated growth in this understory. Trees on corners and curves created blind spots. This dangerous situation has prevented one from seeing oncoming vehicles. We are working to preserve our community in the event of a wildfire and to protect our homes.

Please extend my most profound appreciation to Ross Hallihan for his assistance in reducing the wildfire risk in the Navajo Ranch community.



Thank you

System Totals Report

Gardner Public Improvement Distric

Water 0045.0100 Sold This Month

140,080 Gallons

	Amount (\$)	# Of Accounts
Total Water 0045.0100	2,064.99	52
Total Sewer 0045.0200	2,212.00	72
Total Late Fee 0045.050	130.00	13
Total Adjustments		
Total Water Plant Inves	52.00	52
Total Other 3	12.00	4
Total Sewer Plant Inves	204.00	68
Total Current Charges	4,674.99	75
<hr/>		
Amount Past Due 1-30 Days	254.99	3
Amount Past Due 31-60 Days	507.31	3
Amount Past Due Over 60 Days	572.07	2
Amount Of Overpayments/Prepayments	(5,288.03)	67
Total Receivables	721.33	28

Total Receipts On Account	4,303.06	57
Net Change in Deposits	0.00	0
Amount of All Deposits	720.00	12
Amount of All Deposit 2	60.00	1
Turned Off Accounts (Amount Owed)	0.00	
Collection Accounts (Amount Owed)	-224.25	26
Number Of Unread (Turned On) Meters		1
Average Usage For Active Meters	2,694	52
Average Water 0045.0100 Charge For Active Meters	39.71	52

Meters Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		0	0	0.00	0.00
40,001-50,000		0	0	0.00	0.00
30,001-40,000		0	0	0.00	0.00
20,001-30,000		1	20,550	14.67	6.07
10,001-20,000		1	11,600	8.28	3.06
8,001-10,000		1	9,840	7.02	2.91
6,001-8,000		2	13,990	9.99	4.68
4,001-6,000		8	36,330	25.94	15.59
2,001-4,000		9	23,100	16.49	15.78
1-2,000		26	24,670	17.61	45.13
Zero Usage		4	0	0.00	6.78
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Total Meters		52	140,080	100.00	100.00

System Totals Report

Gardner Public Improvement Distric

Monthly Reconciliation

Ending Receivables (Last Month)		349.40
Sales this Month	+	4,674.99
Adjustments this Month		0.00
Less Payments this Month	-	4,303.06
		<hr/>
	=	721.33
Total Receivables		721.33
Ending Deposits (Last Month)		780.00
Changes this Month		0.00
		<hr/>
	=	780.00
Total Deposits		780.00

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	LAND USE AND BUILDING						
001-40124-51110	SALARIES (EMP)	\$130,000.00	\$13,615.44	\$35,480.88	\$0.00	\$94,519.12	27.29%
001-40124-51161	OASI (EMP)	\$8,060.00	\$797.70	\$2,084.61	\$0.00	\$5,975.39	25.86%
001-40124-51162	MEDICARE (EMP)	\$1,885.00	\$186.56	\$487.55	\$0.00	\$1,397.45	25.86%
001-40124-51164	INSURANCE(CCI/CO-OP)	\$23,949.00	\$2,003.90	\$6,934.76	\$0.00	\$17,014.24	28.96%
001-40124-51165	INSURANCE (DENTAL)	\$1,075.95	\$89.73	\$299.10	\$0.00	\$776.85	27.80%
001-40124-51168	INSURANCE (LIFE)	\$79.20	\$0.00	\$0.00	\$0.00	\$79.20	
001-40124-51210	OFFICE SUPPLIES	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	
001-40124-51306	REF & DED	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
001-40124-51310	PROFESSIONAL SERVICES	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	
001-40124-51321	TELEPHONE	\$850.00	\$90.07	\$269.84	\$0.00	\$580.16	31.75%
001-40124-51327	GUIDES AND CODES	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	
001-40124-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$562.80	\$562.80	\$0.00	\$2,437.20	18.76%
001-40124-51335	FUEL REIMBURSEMENT	\$1,500.00	\$471.44	\$563.12	\$0.00	\$936.88	37.54%
001-40124-51336	DEPARTMENT UNIFORMS	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	
001-40124-51350	PRINTING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-40124-51380	REPAIRS/MAINTENANCE	\$14,855.00	\$0.00	\$0.00	\$8,211.11	\$6,643.89	55.28%
001-40124-51384	BOARD COMPENSATION	\$2,500.00	\$540.63	\$574.30	\$0.00	\$1,925.70	22.97%
001-40124-51420	DUES & MEETINGS	\$3,000.00	\$870.00	\$1,000.80	\$0.00	\$1,999.20	33.36%
001-40124-51457	CELLULAR PHONE SERVICE	\$900.00	\$102.92	\$309.00	\$0.00	\$591.00	34.33%
001-40124-51774	CODE ENFORCEMENT	\$1,000.00	\$45.68	\$137.16	\$0.00	\$862.84	13.72%
001-40124-51814	LEASE AGREEMENT	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00	
	Subtotal LAND USE AND BUILDING:	\$223,554.15	\$19,376.87	\$48,703.92	\$8,211.11	\$166,639.12	25.46%
	OTHER ADMINISTRATION						
001-40127-51301	PROP & CASUALTY INS	\$194,610.00	\$0.00	\$211,386.42	\$0.00	(\$16,776.42)	108.62%
001-40127-51303	AUDITOR	\$10,000.00	\$0.00	\$0.00	\$10,550.00	(\$550.00)	105.50%
001-40127-51304	ADVERTISING AND PROMOTION	\$18,526.00	\$555.00	\$2,075.00	\$8,076.00	\$8,375.00	54.79%
001-40127-51305	PUBLISHING	\$8,000.00	\$1,365.10	\$3,558.40	\$0.00	\$4,441.60	44.48%
001-40127-51308	BANK CHARGES	\$2,000.00	\$212.85	\$631.06	\$0.00	\$1,368.94	31.55%
001-40127-51310	PROFESSIONAL SERVICES	\$30,000.00	\$56,594.78	\$79,582.78	\$5,000.00	(\$54,582.78)	281.94%

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	OTHER ADMINISTRATION						
001-40127-51319	REFUNDS & ABATEMENTS	\$4,674.00	\$501.15	\$854.51	\$0.00	\$3,819.49	18.28%
001-40127-51320	TREASURER FEE	\$0.00	\$19,548.47	\$46,952.69	\$0.00	(\$46,952.69)	
001-40127-51322	POSTAGE	\$4,000.00	\$2,015.00	\$2,015.00	\$0.00	\$1,985.00	50.38%
001-40127-51446	CWCP	\$60,000.00	\$86,849.00	\$86,849.00	\$0.00	(\$26,849.00)	144.75%
001-40127-51447	UNEMPLOYMENT TAX	\$10,000.00	\$0.00	\$1,551.80	\$0.00	\$8,448.20	15.52%
001-40127-51581	CLEARING ACCOUNT	\$0.00	\$4,350.49	\$42,601.75	\$0.00	(\$42,601.75)	
001-40127-51590	TRES/DEED DISBURSEMENT	\$25,000.00	\$3,696.32	\$5,746.32	\$0.00	\$19,253.68	22.99%
001-40127-51592	INSUFFICIENT FUNDS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-40127-51732	CREDIT CARD ADJUSTMENT	\$0.00	\$621.77	\$621.77	\$0.00	(\$621.77)	
001-40127-51759	PREEMPLOYMENT DRUG TESTI	\$3,000.00	\$537.00	\$720.00	\$0.00	\$2,280.00	24.00%
001-40127-51760	PRE-EMPLOY BACKGROUND CH	\$150.00	\$120.00	\$178.00	\$0.00	(\$28.00)	118.67%
001-40127-51814	LEASE AGREEMENT	\$20,000.00	\$801.02	\$3,020.26	\$0.00	\$16,979.74	15.10%
001-40127-51859	TRAINING	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
001-40127-51913	Employee Assistance Program	\$3,500.00	\$0.00	\$1,117.62	\$0.00	\$2,382.38	31.93%
	Subtotal OTHER ADMINISTRATION:	\$402,460.00	\$177,767.95	\$489,462.38	\$23,626.00	(\$110,628.38)	127.49%
	CLERK AND RECORDER						
001-40210-51100	SALARIES (OFF)	\$63,443.12	\$7,320.36	\$14,640.72	\$0.00	\$48,802.40	23.08%
001-40210-51110	SALARIES (EMP)	\$192,898.98	\$24,730.52	\$43,696.18	\$0.00	\$149,202.80	22.65%
001-40210-51160	OASI (OFF)	\$3,933.48	\$0.00	\$0.00	\$0.00	\$3,933.48	
001-40210-51161	OASI (EMP)	\$2,797.04	\$1,947.80	\$3,504.41	\$0.00	(\$707.37)	125.29%
001-40210-51162	MEDICARE (EMP)	\$2,797.04	\$455.52	\$819.57	\$0.00	\$1,977.47	29.30%
001-40210-51164	INSURANCE(CCI/CO-OP)	\$64,287.00	\$2,674.88	\$9,767.30	\$0.00	\$54,519.70	15.19%
001-40210-51165	INSURANCE (DENTAL)	\$3,078.90	\$149.39	\$507.67	\$0.00	\$2,571.23	16.49%
001-40210-51168	INSURANCE (LIFE)	\$198.72	\$0.00	\$0.00	\$0.00	\$198.72	
001-40210-51172	MEDICARE (OFF)	\$919.93	\$0.00	\$0.00	\$0.00	\$919.93	
001-40210-51210	OFFICE SUPPLIES	\$12,629.97	\$309.07	\$659.84	\$0.00	\$11,970.13	5.22%
001-40210-51310	PROFESSIONAL SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-40210-51321	TELEPHONE	\$3,079.00	\$90.07	\$269.85	\$0.00	\$2,809.15	8.76%
001-40210-51322	POSTAGE	\$5,000.00	\$441.27	\$1,178.03	\$0.00	\$3,821.97	23.56%

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	CLERK AND RECORDER						
001-40210-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$24.99	\$24.99	\$0.00	\$2,975.01	.83%
001-40210-51335	FUEL REIMBURSEMENT	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	
001-40210-51380	REPAIRS/MAINTENANCE	\$1,980.00	\$0.00	\$980.00	\$0.00	\$1,000.00	49.49%
001-40210-51383	MAINTENANCE CONTRACT	\$17,400.00	\$0.00	\$6,013.20	\$0.00	\$11,386.80	34.56%
001-40210-51420	DUES AND MEETINGS	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00	
	Subtotal CLERK AND RECORDER:	\$379,793.18	\$38,143.87	\$82,061.76	\$0.00	\$297,731.42	21.61%
	ELECTIONS						
001-40250-51110	SALARIES (EMP)	\$16,000.00	\$4,027.50	\$4,384.05	\$0.00	\$11,615.95	27.40%
001-40250-51210	OFFICE SUPPLIES	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-40250-51310	PROFESSIONAL SERVICES	\$0.00	\$78.95	\$78.95	\$0.00	(\$78.95)	
001-40250-51322	POSTAGE	\$2,500.00	\$122.12	\$134.42	\$0.00	\$2,365.58	5.38%
001-40250-51330	TRAVEL & TRANSPORTATION	\$2,500.00	\$20.00	\$20.00	\$0.00	\$2,480.00	.80%
001-40250-51380	REPAIRS AND MAINTENANCE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-40250-51392	RENTAL OF EQUIP/FIXTURES	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-40250-51615	ELECTION EQUIPMENT	\$32,989.39	\$9,067.22	\$29,280.34	\$0.00	\$3,709.05	88.76%
001-40250-51788	BALLOT PRINTING & SERVICES	\$40,000.00	\$0.00	\$3,840.00	\$0.00	\$36,160.00	9.60%
	Subtotal ELECTIONS:	\$102,989.39	\$13,315.79	\$37,737.76	\$0.00	\$65,251.63	36.64%
	TREASURER						
001-40300-51100	SALARIES (OFF)	\$63,443.12	\$7,320.36	\$14,640.72	\$0.00	\$48,802.40	23.08%
001-40300-51110	SALARIES (EMP)	\$118,174.16	\$13,635.48	\$27,270.96	\$0.00	\$90,903.20	23.08%
001-40300-51160	OASI (OFF)	\$3,933.48	\$0.00	\$0.00	\$0.00	\$3,933.48	
001-40300-51161	OASI (EMP)	\$7,326.80	\$1,100.78	\$2,328.84	\$0.00	\$4,997.96	31.79%
001-40300-51162	MEDICARE (EMP)	\$1,713.53	\$257.44	\$544.64	\$0.00	\$1,168.89	31.78%
001-40300-51164	INSURANCE(CCI/CO-OP)	\$30,933.00	\$2,590.14	\$8,329.24	\$0.00	\$22,603.76	26.93%
001-40300-51165	INSURANCE (DENTAL)	\$1,789.65	\$149.23	\$447.69	\$0.00	\$1,341.96	25.02%
001-40300-51168	INSURANCE (LIFE)	\$105.60	\$0.00	\$0.00	\$0.00	\$105.60	
001-40300-51172	MEDICARE (OFF)	\$919.93	\$0.00	\$0.00	\$0.00	\$919.93	
001-40300-51210	OFFICE SUPPLIES	\$2,500.00	\$293.54	\$1,035.61	\$0.00	\$1,464.39	41.42%

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	TREASURER						
001-40300-51321	TELEPHONE	\$1,500.00	\$90.07	\$269.85	\$0.00	\$1,230.15	17.99%
001-40300-51322	POSTAGE	\$12,000.00	\$2,606.47	\$2,606.47	\$0.00	\$9,393.53	21.72%
001-40300-51330	TRAVEL & TRANSPORTATION	\$2,500.00	\$0.00	\$35.71	\$0.00	\$2,464.29	1.43%
001-40300-51335	FUEL REIMBURSEMENT	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	
001-40300-51350	PRINTING	\$3,000.00	\$448.00	\$448.00	\$0.00	\$2,552.00	14.93%
001-40300-51383	MAINTENANCE CONTRACT	\$420.00	\$34.30	\$99.78	\$0.00	\$320.22	23.76%
001-40300-51420	DUES & MEETINGS	\$1,800.00	\$0.00	\$1,200.00	\$0.00	\$600.00	66.67%
001-40300-51589	CASH/SHORT	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	
001-40300-51814	LEASE AGREEMENT	\$39,000.00	\$2,642.41	\$5,284.82	\$0.00	\$33,715.18	13.55%
	Subtotal TREASURER:	\$291,789.27	\$31,168.22	\$64,542.33	\$0.00	\$227,246.94	22.12%
	PUBLIC TRUSTEE						
001-40350-51115	SALARIES(PUBLIC TRUSTEE)	\$12,500.00	\$2,000.00	\$2,000.00	\$0.00	\$10,500.00	16.00%
001-40350-51163	OASI (PUBLIC TRUSTEE)	\$775.00	\$268.41	\$268.41	\$0.00	\$506.59	34.63%
001-40350-51164	INSURANCE(CCI/CO-OP)	\$738.00	\$0.00	\$0.00	\$0.00	\$738.00	
001-40350-51165	INSURANCE (DENTAL)	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00	
001-40350-51173	MEDICARE (PUBLIC TRUSTEE)	\$181.00	\$62.77	\$62.77	\$0.00	\$118.23	34.68%
	Subtotal PUBLIC TRUSTEE:	\$14,245.00	\$2,331.18	\$2,331.18	\$0.00	\$11,913.82	16.36%
	ASSESSOR						
001-40400-51100	SALARIES (OFF)	\$63,443.12	\$7,320.36	\$14,640.72	\$0.00	\$48,802.40	23.08%
001-40400-51110	SALARIES (EMP)	\$156,663.78	\$18,907.35	\$37,814.70	\$0.00	\$118,849.08	24.14%
001-40400-51160	OASI (OFF)	\$3,933.48	\$0.00	\$0.00	\$0.00	\$3,933.48	
001-40400-51161	OASI (EMP)	\$9,713.16	\$1,533.62	\$3,027.10	\$0.00	\$6,686.06	31.16%
001-40400-51162	MEDICARE (EMP)	\$2,271.63	\$358.65	\$707.90	\$0.00	\$1,563.73	31.16%
001-40400-51164	INSURANCE(CCI/CO-OP)	\$39,915.00	\$4,408.04	\$14,588.76	\$0.00	\$25,326.24	36.55%
001-40400-51165	INSURANCE (DENTAL)	\$1,844.10	\$201.29	\$633.98	\$0.00	\$1,210.12	34.38%
001-40400-51168	INSURANCE (LIFE)	\$122.76	\$0.00	\$0.00	\$0.00	\$122.76	
001-40400-51172	MEDICARE (OFF)	\$919.93	\$0.00	\$0.00	\$0.00	\$919.93	
001-40400-51210	OFFICE SUPPLIES	\$4,000.00	\$233.22	\$336.64	\$0.00	\$3,663.36	8.42%

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	ASSESSOR						
001-40400-51310	PROFESSIONAL SERVICES	\$30,000.00	\$2,250.00	\$6,750.00	\$0.00	\$23,250.00	22.50%
001-40400-51312	CERTIFICATION FEES	\$828.00	\$0.00	\$271.00	\$0.00	\$557.00	32.73%
001-40400-51321	TELEPHONE	\$2,071.00	\$180.14	\$539.70	\$0.00	\$1,531.30	26.06%
001-40400-51322	POSTAGE	\$2,700.00	\$2,584.00	\$2,584.00	\$0.00	\$116.00	95.70%
001-40400-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$30.97	\$479.23	\$0.00	\$2,520.77	15.97%
001-40400-51335	FUEL REIMBURSEMENT	\$1,500.00	\$24.96	\$38.64	\$0.00	\$1,461.36	2.58%
001-40400-51350	PRINTING	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
001-40400-51380	REPAIRS/MAINTENANCE	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-40400-51383	MAINTENANCE CONTRACT	\$412.00	\$34.30	\$99.78	\$0.00	\$312.22	24.22%
001-40400-51420	DUES AND MEETINGS	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
001-40400-51814	LEASE AGREEMENT	\$37,358.00	\$2,846.13	\$5,692.26	\$0.00	\$31,665.74	15.24%
001-40400-52000	CAPITAL OUTLAY	\$10,200.00	\$0.00	\$0.00	\$11,220.00	(\$1,020.00)	110.00%
	Subtotal ASSESSOR:	\$380,395.96	\$40,913.03	\$88,204.41	\$11,220.00	\$280,971.55	26.14%
	PUBLIC WORKS						
001-40600-51110	SALARIES (EMP)	\$169,558.22	\$26,313.83	\$53,523.39	\$0.00	\$116,034.83	31.57%
001-40600-51161	OASI (EMP)	\$10,512.61	\$1,568.01	\$3,161.47	\$0.00	\$7,351.14	30.07%
001-40600-51162	MEDICARE (EMP)	\$2,458.60	\$366.71	\$739.37	\$0.00	\$1,719.23	30.07%
001-40600-51164	INSURANCE(CCI/CO-OP)	\$41,337.00	\$3,456.22	\$10,890.38	\$0.00	\$30,446.62	26.35%
001-40600-51165	INSURANCE (DENTAL)	\$2,004.75	\$158.60	\$475.80	\$0.00	\$1,528.95	23.73%
001-40600-51168	INSURANCE (LIFE)	\$105.60	\$0.00	\$0.00	\$0.00	\$105.60	
001-40600-51220	OPERATING SUPPLIES	\$7,000.00	\$5.99	\$1,148.59	\$0.00	\$5,851.41	16.41%
001-40600-51310	PROFESSIONAL SERVICES	\$28,950.00	\$837.90	\$1,934.44	\$1,978.00	\$25,037.56	13.51%
001-40600-51311	SEWER/WATER/TRASH	\$7,500.00	\$470.48	\$1,336.78	\$0.00	\$6,163.22	17.82%
001-40600-51323	TELEPHONE G.C CNTR	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-40600-51335	FUEL REIMBURSEMENT	\$6,500.00	\$295.88	\$707.00	\$0.00	\$5,793.00	10.88%
001-40600-51370	UTILITIES	\$76,000.00	\$7,647.24	\$17,178.76	\$0.00	\$58,821.24	22.60%
001-40600-51380	REPAIRS/MAINTENANCE	\$22,019.48	\$293.02	\$1,831.29	\$5,295.08	\$14,893.11	32.36%
001-40600-51381	REPAIRS/REMODELING	\$3,783.56	\$659.74	\$659.74	\$0.00	\$3,123.82	17.44%
001-40600-51382	EQUIPMENT & FIXTURES	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	

Revenue and Expense Report

Huerfano County

Item 8n.

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	PUBLIC WORKS						
001-40600-51457	CELLULAR SERVICE	\$2,900.00	\$184.95	\$555.34	\$0.00	\$2,344.66	19.15%
001-40600-51773	CSWD (UTILITY)	\$6,000.00	\$583.51	\$1,273.17	\$0.00	\$4,726.83	21.22%
001-40600-51815	EQUIPMENT REPAIRS	\$2,000.00	\$120.00	\$120.00	\$0.00	\$1,880.00	6.00%
001-40600-51817	MINING MUSEUM	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
	Subtotal PUBLIC WORKS:	\$392,129.82	\$42,962.08	\$95,535.52	\$7,273.08	\$289,321.22	26.22%
	DISTRICT ATTORNEY						
001-41510-51324	D.A. PAYMENTS	\$581,508.00	\$48,459.00	\$145,377.00	\$0.00	\$436,131.00	25.00%
001-41510-51370	UTILITIES	\$5,000.00	\$490.43	\$1,124.41	\$0.00	\$3,875.59	22.49%
	Subtotal DISTRICT ATTORNEY:	\$586,508.00	\$48,949.43	\$146,501.41	\$0.00	\$440,006.59	24.98%
	SHERIFF						
001-42110-51100	SALARIES (OFF)	\$85,016.00	\$9,809.55	\$19,619.10	\$0.00	\$65,396.90	23.08%
001-42110-51110	SALARIES (EMP)	\$1,062,809.72	\$179,921.50	\$280,377.19	\$0.00	\$782,432.53	26.38%
001-42110-51160	OASI (OFF)	\$5,271.00	\$0.00	\$0.00	\$0.00	\$5,271.00	
001-42110-51161	OASI (EMP)	\$65,894.21	\$11,439.87	\$17,795.20	\$0.00	\$48,099.01	27.01%
001-42110-51162	MEDICARE (EMP)	\$15,410.75	\$2,675.44	\$4,161.75	\$0.00	\$11,249.00	27.01%
001-42110-51164	INSURANCE(CCI/CO-OP)	\$266,265.00	\$11,291.54	\$36,787.11	\$0.00	\$229,477.89	13.82%
001-42110-51165	INSURANCE (DENTAL)	\$13,032.45	\$650.94	\$1,930.68	\$0.00	\$11,101.77	14.81%
001-42110-51168	INSURANCE (LIFE)	\$639.72	\$0.00	\$0.00	\$0.00	\$639.72	
001-42110-51172	MEDICARE (OFF)	\$1,232.74	\$0.00	\$0.00	\$0.00	\$1,232.74	
001-42110-51220	OPERATING SUPPLIES	\$5,000.00	\$287.73	\$749.87	\$0.00	\$4,250.13	15.00%
001-42110-51310	PROFESSIONAL SERVICES	\$2,345.00	\$300.00	\$2,400.00	\$0.00	(\$55.00)	102.35%
001-42110-51312	CERTIFICATION FEES	\$60.00	\$0.00	\$35.90	\$0.00	\$24.10	59.83%
001-42110-51321	TELEPHONE	\$4,100.00	\$535.81	\$1,393.91	\$0.00	\$2,706.09	34.00%
001-42110-51327	GUIDES AND CODES	\$1,500.00	\$0.00	\$161.33	\$0.00	\$1,338.67	10.76%
001-42110-51330	TRAVEL & MEALS	\$3,500.00	\$159.46	\$164.46	\$0.00	\$3,335.54	4.70%
001-42110-51335	FLEET FUEL	\$20,000.00	\$535.46	\$5,538.75	\$0.00	\$14,461.25	27.69%
001-42110-51336	DEPT UNIFORMS/DUTY GEAR	\$15,000.00	\$119.92	\$1,055.72	\$0.00	\$13,944.28	7.04%
001-42110-51342	CONTRACT PAY/JUDICAL SEC	\$600.00	\$190.00	\$190.00	\$0.00	\$410.00	31.67%

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	SHERIFF						
001-42110-51380	REPAIRS/MAINTENANCE	\$33,100.00	\$3,359.88	\$6,450.41	\$0.00	\$26,649.59	19.49%
001-42110-51382	REP. EQUIP/FIXTURES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-42110-51393	TRAINING	\$10,000.00	\$0.00	\$307.52	\$0.00	\$9,692.48	3.08%
001-42110-51420	DUES AND MEETINGS	\$4,000.00	\$100.00	\$150.00	\$0.00	\$3,850.00	3.75%
001-42110-51440	FIRE FIGHTING/MEMBERSHIP D	\$4,000.00	\$0.00	\$3,421.31	\$0.00	\$578.69	85.53%
001-42110-51457	CELLULAR/DATA SERVICES	\$7,500.00	\$1,698.44	\$4,658.84	\$0.00	\$2,841.16	62.12%
001-42110-51500	EQUIPMENT/TASERS	\$17,000.00	\$1,564.01	\$1,935.49	\$0.00	\$15,064.51	11.39%
001-42110-51719	OPERATING SOFTWARE	\$0.00	\$493.94	\$2,171.42	\$0.00	(\$2,171.42)	
001-42110-51770	HOMELESS TRANSIENT FUNDS	\$2,000.00	\$17.98	\$173.95	\$0.00	\$1,826.05	8.70%
	Subtotal SHERIFF:	\$1,645,776.59	\$225,151.47	\$391,629.91	\$0.00	\$1,254,146.68	23.80%
	SHERIFF(CITY OF WALSENBURG)						
001-42115-51380	REPAIRS/MAINTENANCE	\$36,525.44	\$0.00	\$0.00	\$0.00	\$36,525.44	
	Subtotal SHERIFF(CITY OF WALSENBURG):	\$36,525.44	\$0.00	\$0.00	\$0.00	\$36,525.44	0.00%
	JAIL						
001-42120-51110	SALARIES (EMP)	\$438,709.60	\$43,181.64	\$81,541.40	\$0.00	\$357,168.20	18.59%
001-42120-51161	OASI (EMP)	\$27,200.00	\$2,534.24	\$4,700.79	\$0.00	\$22,499.21	17.28%
001-42120-51162	MEDICARE (EMP)	\$6,361.29	\$592.73	\$1,099.44	\$0.00	\$5,261.85	17.28%
001-42120-51164	INSURANCE(CCI/CO-OP)	\$94,077.00	\$5,840.94	\$17,867.93	\$0.00	\$76,209.07	18.99%
001-42120-51165	INSURANCE (DENTAL)	\$4,941.90	\$264.59	\$793.77	\$0.00	\$4,148.13	16.06%
001-42120-51168	INSURANCE (LIFE)	\$291.36	\$0.00	\$0.00	\$0.00	\$291.36	
001-42120-51210	OFFICE SUPPLIES	\$1,750.00	\$48.86	\$106.95	\$0.00	\$1,643.05	6.11%
001-42120-51220	OPERATING SUPPLIES	\$16,000.00	\$983.89	\$2,473.49	\$0.00	\$13,526.51	15.46%
001-42120-51310	PROFESSIONAL SERVICES	\$10,000.00	\$1,270.00	\$2,074.96	\$0.00	\$7,925.04	20.75%
001-42120-51311	SEWER/WATER/TRASH	\$2,000.00	\$383.86	\$780.71	\$0.00	\$1,219.29	39.04%
001-42120-51313	MEALS	\$75,000.00	\$9,221.45	\$23,058.58	\$0.00	\$51,941.42	30.74%
001-42120-51321	TELEPHONE	\$3,000.00	\$535.81	\$1,393.91	\$0.00	\$1,606.09	46.46%
001-42120-51336	DEPARTMENT UNIFORMS/EQUI	\$3,000.00	\$19.79	\$19.79	\$0.00	\$2,980.21	.66%
001-42120-51363	PRISONER HOUSING OTHER AG	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	<u>EXPENDITURES</u>						
	JAIL						
001-42120-51370	UTILITIES	\$45,000.00	\$3,364.95	\$9,141.97	\$0.00	\$35,858.03	20.32%
001-42120-51380	JAIL REPAIRS	\$15,000.00	\$1,648.78	\$4,046.99	\$0.00	\$10,953.01	26.98%
001-42120-51381	REPAIRS/REMODELING	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-42120-51393	TRAINING	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-42120-51500	EQUIPMENT	\$5,000.00	\$39.99	\$698.90	\$0.00	\$4,301.10	13.98%
001-42120-51597	INTERNET SERVICE	\$1,600.00	\$105.79	\$317.37	\$0.00	\$1,282.63	19.84%
001-42120-51602	COMMISSARY	\$10,000.00	\$202.85	\$1,748.47	\$0.00	\$8,251.53	17.48%
001-42120-51814	LEASE AGREEMENT	\$3,000.00	\$284.16	\$531.90	\$0.00	\$2,468.10	17.73%
001-42120-51932	INMATE TRANSPORTS	\$15,000.00	\$1,130.92	\$2,637.88	\$0.00	\$12,362.12	17.59%
001-42120-51933	JAIL BEHAVIORAL HEALTH/MAT	\$180,000.00	\$18,961.44	\$29,186.06	\$0.00	\$150,813.94	16.21%
001-42120-51934	INMATE MEDICATIONS	\$15,000.00	\$126.00	\$302.90	\$0.00	\$14,697.10	2.02%
001-42120-51935	MEDICAL SERVICES	\$20,000.00	\$60.00	\$60.00	\$0.00	\$19,940.00	.30%
	Subtotal JAIL:	\$1,005,431.15	\$90,802.68	\$184,584.16	\$0.00	\$820,846.99	18.36%
	CORONER						
001-42130-51100	SALARIES (OFF)	\$28,211.04	\$3,255.12	\$6,510.24	\$0.00	\$21,700.80	23.08%
001-42130-51160	OASI (OFF)	\$1,749.09	\$177.22	\$342.76	\$0.00	\$1,406.33	19.60%
001-42130-51164	INSURANCE(CCI/CO-OP)	\$18,387.00	\$1,250.58	\$3,838.54	\$0.00	\$14,548.46	20.88%
001-42130-51165	INSURANCE (DENTAL)	\$930.60	\$59.66	\$178.98	\$0.00	\$751.62	19.23%
001-42130-51168	INSURANCE (LIFE)	\$26.40	\$0.00	\$0.00	\$0.00	\$26.40	
001-42130-51172	MEDICARE (OFF)	\$409.07	\$41.44	\$80.15	\$0.00	\$328.92	19.59%
001-42130-51210	OFFICE SUPPLIES	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	
001-42130-51220	OPERATING SUPPLIES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-42130-51310	PROFESSIONAL SERVICES	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	
001-42130-51315	AUTOPSIES	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	
001-42130-51321	TELEPHONE	\$840.00	\$86.25	\$259.12	\$0.00	\$580.88	30.85%
001-42130-51322	POSTAGE	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	
001-42130-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$103.18	\$186.93	\$0.00	\$2,813.07	6.23%
001-42130-51335	FUEL REIMBURSEMENT	\$3,360.00	\$0.00	\$0.00	\$0.00	\$3,360.00	
001-42130-51350	PRINTING	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00	

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	CORONER						
001-42130-51380	REPAIRS/MAINTENANCE	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	
001-42130-51420	DUES & MEETINGS	\$3,200.00	\$0.00	\$1,716.00	\$0.00	\$1,484.00	53.62%
001-42130-51441	INVESTIGATION	\$12,000.00	\$898.00	\$2,116.00	\$0.00	\$9,884.00	17.63%
001-42130-51457	CELLULAR SERVICE	\$900.00	\$134.24	\$294.28	\$0.00	\$605.72	32.70%
001-42130-51488	DECEASED TRANSPORT	\$5,800.00	\$900.00	\$900.00	\$0.00	\$4,900.00	15.52%
001-42130-51544	BURIAL	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
	Subtotal CORONER:	\$116,563.20	\$6,905.69	\$16,423.00	\$0.00	\$100,140.20	14.09%
	SEARCH AND RESCUE						
001-42135-51210	OFFICE SUPPLIES	\$3,000.00	\$2,090.39	\$1,664.85	\$0.00	\$1,335.15	55.49%
001-42135-51309	COMMUNICATIONS/PAGE OUT	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	
001-42135-51342	VOLUNTEER STIPENDS	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	
001-42135-51420	DUES (S&R MEMBERSHIP)	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	
001-42135-51931	MAPPING	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
001-42135-51935	MEDICAL ADVISOR	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	
	Subtotal SEARCH AND RESCUE:	\$25,700.00	\$2,090.39	\$1,664.85	\$0.00	\$24,035.15	6.48%
	LAW ENFORCEMENT ASSISTANCE						
001-42140-51426	INTOXILYZER	\$500.00	\$0.00	\$305.00	\$0.00	\$195.00	61.00%
	Subtotal LAW ENFORCEMENT ASSISTANCE:	\$500.00	\$0.00	\$305.00	\$0.00	\$195.00	61.00%
	HEALTH DEPARTMENT						
001-44110-51316	HEALTH PAYMENTS	\$210,000.00	\$13,000.00	\$39,000.00	\$0.00	\$171,000.00	18.57%
	Subtotal HEALTH DEPARTMENT:	\$210,000.00	\$13,000.00	\$39,000.00	\$0.00	\$171,000.00	18.57%
	TRANSFER TO OTHER FUNDS						
001-45200-52100	TABOR RESERVE	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
	Subtotal TRANSFER TO OTHER FUNDS:	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	0.00%
	CSU COOPERATIVE EXTENSION						
001-46100-51210	OFFICE SUPPLIES	\$1,000.00	\$121.20	\$121.20	\$0.00	\$878.80	12.12%
001-46100-51321	TELEPHONE	\$2,000.00	\$86.26	\$259.14	\$0.00	\$1,740.86	12.96%

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	CSU COOPERATIVE EXTENSION						
001-46100-51330	TRAVEL & TRANSPORTATION	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	
001-46100-51342	CONTRACT PAY/NO BENEFITS	\$15,750.00	\$0.00	\$0.00	\$15,000.00	\$750.00	95.24%
	Subtotal CSU COOPERATIVE EXTENSION:	\$21,250.00	\$207.46	\$380.34	\$15,000.00	\$5,869.66	72.38%
	AIRPORT						
001-46400-51220	OPERATING SUPPLIES	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	
001-46400-51301	PROPERTY & CASUALTY INS.	\$4,000.00	\$3,608.00	\$3,608.00	\$0.00	\$392.00	90.20%
001-46400-51310	PROFESSIONAL SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-46400-51311	SEWER/WATER/TRASH	\$800.00	\$390.00	\$650.00	\$0.00	\$150.00	81.25%
001-46400-51321	TELEPHONE	\$900.00	\$85.24	\$678.62	\$0.00	\$221.38	75.40%
001-46400-51333	AVIATION FUEL	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
001-46400-51370	UTILITIES	\$5,500.00	\$790.14	\$2,466.19	\$0.00	\$3,033.81	44.84%
001-46400-51380	REPAIRS/MAINTENANCE	\$5,000.00	\$240.39	\$240.39	\$0.00	\$4,759.61	4.81%
001-46400-51381	REPAIRS/REMODELING	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	
001-46400-51383	MAINTENANCE CONTRACT	\$14,000.00	\$0.00	\$0.00	\$0.00	\$14,000.00	
001-46400-51457	CELLULAR SERVICE	\$450.00	\$84.84	\$146.21	\$0.00	\$303.79	32.49%
001-46400-51742	CREDIT CARD FEES	\$200.00	\$15.25	\$18.43	\$0.00	\$181.57	9.22%
001-46400-51815	EQUIPMENT REPAIRS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
	Subtotal AIRPORT:	\$134,400.00	\$5,213.86	\$7,807.84	\$0.00	\$126,592.16	5.81%
	VETERANS						
001-46700-51110	SALARIES (EMP)	\$0.00	\$0.00	\$1,253.00	\$0.00	(\$1,253.00)	
001-46700-51161	OASI (EMP)	\$0.00	\$0.00	\$77.68	\$0.00	(\$77.68)	
001-46700-51162	MEDICARE (EMP)	\$0.00	\$0.00	\$18.16	\$0.00	(\$18.16)	
001-46700-51457	CELLULAR PHONE SERVICE	\$0.00	\$45.68	\$137.16	\$0.00	(\$137.16)	
001-46700-51601	VETERANS TRANSPORTATION	\$0.00	\$108.00	\$216.00	\$0.00	(\$216.00)	
	Subtotal VETERANS:	\$0.00	\$153.68	\$1,702.00	\$0.00	(\$1,702.00)	0.00%
	ADMINISTRATION						
001-47900-51100	SALARIES (OFF)	\$184,751.12	\$21,317.46	\$42,634.92	\$0.00	\$142,116.20	23.08%
001-47900-51110	SALARIES (EMP)	\$292,400.00	\$31,381.27	\$69,310.07	\$0.00	\$223,089.93	23.70%

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	ADMINISTRATION						
001-47900-51160	OASI (OFF)	\$11,454.57	\$0.00	\$0.00	\$0.00	\$11,454.57	
001-47900-51161	OASI (EMP)	\$18,128.80	\$3,167.74	\$6,694.87	\$0.00	\$11,433.93	36.93%
001-47900-51162	MEDICARE (EMP)	\$4,239.80	\$740.83	\$1,565.71	\$0.00	\$2,674.09	36.93%
001-47900-51164	INSURANCE(CCI/CO-OP)	\$58,302.00	\$5,459.28	\$19,172.02	\$0.00	\$39,129.98	32.88%
001-47900-51165	INSURANCE (DENTAL)	\$3,080.70	\$316.52	\$1,009.22	\$0.00	\$2,071.48	32.76%
001-47900-51168	INSURANCE (LIFE)	\$202.44	\$0.00	\$0.00	\$0.00	\$202.44	
001-47900-51172	MEDICARE (OFF)	\$2,678.90	\$0.00	\$0.00	\$0.00	\$2,678.90	
001-47900-51210	OFFICE SUPPLIES	\$5,000.00	\$439.02	\$1,123.71	\$0.00	\$3,876.29	22.47%
001-47900-51310	PROFESSIONAL SERVICES	\$20,000.00	\$546.00	\$0.00	\$19,454.00	\$546.00	97.27%
001-47900-51321	TELEPHONE	\$10,000.00	\$1,072.96	\$3,213.27	\$0.00	\$6,786.73	32.13%
001-47900-51330	TRAVEL & TRANSPORTATION	\$4,000.00	\$0.00	\$201.01	\$0.00	\$3,798.99	5.03%
001-47900-51335	FUEL REIMBURSEMENT	\$850.00	\$35.36	\$35.36	\$0.00	\$814.64	4.16%
001-47900-51339	DUES & MEETINGS	\$10,000.00	\$7,350.00	\$13,010.02	\$0.00	(\$3,010.02)	130.10%
001-47900-51350	PRINTING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-47900-51380	REPAIRS/MAINTENANCE	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	
001-47900-51393	TRAINING	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-47900-51420	DUES & MEETINGS/CCI	\$15,000.00	\$0.00	\$12,760.00	\$0.00	\$2,240.00	85.07%
001-47900-51457	CELLULAR PHONE SERVICE	\$780.00	\$80.68	\$242.16	\$0.00	\$537.84	31.05%
001-47900-51618	CONTINGENCY	\$5,000.00	\$0.00	\$195.96	\$0.00	\$4,804.04	3.92%
001-47900-51680	COMPUTER/IT	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-47900-51814	LEASE AGREEMENT	\$16,250.00	\$0.00	\$0.00	\$0.00	\$16,250.00	
	Subtotal ADMINISTRATION:	\$666,818.33	\$71,907.12	\$171,168.30	\$19,454.00	\$476,196.03	28.59%
	IT/GIS DEPARTMENT						
001-49500-51110	SALARIES (EMP)	\$60,000.00	\$7,153.86	\$23,012.87	\$0.00	\$36,987.13	38.35%
001-49500-51161	OASI (EMP)	\$3,720.00	\$429.50	\$1,392.30	\$0.00	\$2,327.70	37.43%
001-49500-51162	MEDICARE (EMP)	\$870.00	\$100.45	\$325.62	\$0.00	\$544.38	37.43%
001-49500-51164	INSURANCE(CCI/CO-OP)	\$18,387.00	\$1,250.58	\$5,748.75	\$0.00	\$12,638.25	31.27%
001-49500-51165	INSURANCE (DENTAL)	\$930.60	\$59.66	\$238.80	\$0.00	\$691.80	25.66%
001-49500-51168	INSURANCE (LIFE)	\$26.40	\$0.00	\$0.00	\$0.00	\$26.40	

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	IT/GIS DEPARTMENT						
001-49500-51210	OFFICE SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-49500-51310	PROFESSIONAL SERVICES	\$50,000.00	\$0.00	\$0.00	\$23,366.32	\$26,633.68	46.73%
001-49500-51457	CELLULAR SERVICE	\$650.00	\$40.00	\$120.00	\$0.00	\$530.00	18.46%
001-49500-51465	COMPUTER REPLACEMENT	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	
001-49500-51680	COMPUTER/IT	\$7,500.00	\$229.69	\$783.63	\$0.00	\$6,716.37	10.45%
	Subtotal IT/GIS DEPARTMENT:	\$150,084.00	\$9,263.74	\$31,621.97	\$23,366.32	\$95,095.71	36.64%
	PARKS AND RECREATION						
001-50100-51110	SALARIES (EMP)	\$98,080.00	\$9,793.93	\$22,223.80	\$0.00	\$75,856.20	22.66%
001-50100-51161	OASI (EMP)	\$6,080.96	\$596.70	\$1,351.89	\$0.00	\$4,729.07	22.23%
001-50100-51162	MEDICARE (EMP)	\$1,422.16	\$139.56	\$316.18	\$0.00	\$1,105.98	22.23%
001-50100-51164	IINSURANCE(CCI/CO-OP)	\$14,967.00	\$667.66	\$2,192.22	\$0.00	\$12,774.78	14.65%
001-50100-51165	INSURANCE (DENTAL)	\$715.50	\$29.91	\$89.73	\$0.00	\$625.77	12.54%
001-50100-51168	INSURANCE (LIFE)	\$39.84	\$0.00	\$0.00	\$0.00	\$39.84	
001-50100-51210	OFFICE SUPPLIES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51220	OPERATING SUPPLIES	\$5,000.00	\$0.00	\$269.96	\$3,000.00	\$1,730.04	65.40%
001-50100-51310	PROFESSIONAL SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51311	SEWER/WATER/TRASH	\$0.00	\$0.00	\$150.00	\$0.00	(\$150.00)	
001-50100-51321	TELEPHONE	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-50100-51330	TRAVEL & TRANSPORTATION	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-50100-51335	FUEL REIMBURSEMENT	\$1,000.00	\$0.00	\$34.08	\$0.00	\$965.92	3.41%
001-50100-51339	DUES AND MEETINGS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51340	DEPOSIT REFUNDS WALSENBU	\$4,000.00	\$600.00	\$900.00	\$0.00	\$3,100.00	22.50%
001-50100-51350	PRINTING	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51370	UTILITIES	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-50100-51380	REPAIRS/MAINTENANCE	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	
001-50100-51457	CELLULAR SERVICE	\$1,440.00	\$40.00	\$120.00	\$0.00	\$1,320.00	8.33%
001-50100-51719	OPERATING SOFTWARE	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	
001-50100-51889	DEPOSIT REFUND GARDNER C	\$1,500.00	\$150.00	\$150.00	\$0.00	\$1,350.00	10.00%
001-50100-51892	ADULT RECREATION	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	PARKS AND RECREATION						
001-50100-51893	YOUTH RECREATION	\$0.00	\$0.00	\$298.00	\$0.00	(\$298.00)	
	Subtotal PARKS AND RECREATION:	\$159,245.46	\$12,017.76	\$28,095.86	\$3,000.00	\$128,149.60	19.53%
	JUDICIAL CENTER						
001-50200-51310	PROFESSIONAL SERVICES	\$39,000.00	\$5,529.99	\$8,529.99	\$24,000.00	\$6,470.01	83.41%
001-50200-51665	COURT SECURITY GRANT	\$0.00	\$0.00	\$0.00	\$111,937.67	(\$111,937.67)	
001-50200-51820	JUDICIAL CENTER MAINTENANC	\$0.00	\$250.00	\$250.00	\$0.00	(\$250.00)	
001-50200-51840	PRINCIPAL ON DEBT SERVICE	\$280,000.00	\$0.00	\$0.00	\$0.00	\$280,000.00	
001-50200-51841	INTEREST ON DEBT SERVICE	\$309,000.00	\$0.00	\$0.00	\$0.00	\$309,000.00	
001-50200-51845	BOND TRUSTEE FEE (NJC)	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-50200-51847	JUDICIAL CENTER SUPPLIES	\$600.00	\$264.40	\$264.40	\$0.00	\$335.60	44.07%
001-50200-51853	UTILITIES JUDICIAL	\$35,000.00	\$2,609.45	\$7,804.34	\$0.00	\$27,195.66	22.30%
001-50200-51854	TELEPHONE JUDICIAL	\$6,000.00	\$525.25	\$1,575.85	\$0.00	\$4,424.15	26.26%
001-50200-52000	CAPITAL OUTLAY	\$72,000.00	\$0.00	\$0.00	\$0.00	\$72,000.00	
	Subtotal JUDICIAL CENTER:	\$742,100.00	\$9,179.09	\$18,424.58	\$135,937.67	\$587,737.75	20.80%
	ECONOMIC DEVELOPMENT						
001-50500-51110	SALARIES (EMP)	\$0.00	\$0.00	\$7,096.17	\$0.00	(\$7,096.17)	
001-50500-51161	OASI (EMP)	\$0.00	\$0.00	\$439.96	\$0.00	(\$439.96)	
001-50500-51162	MEDICARE (EMP)	\$0.00	\$0.00	\$102.89	\$0.00	(\$102.89)	
001-50500-51164	INSURANCE(CCI/CO-OP)	\$0.00	\$0.00	\$1,333.84	\$0.00	(\$1,333.84)	
001-50500-51165	INSURANCE (DENTAL)	\$0.00	\$0.00	\$29.91	\$0.00	(\$29.91)	
	Subtotal ECONOMIC DEVELOPMENT:	\$0.00	\$0.00	\$9,002.77	\$0.00	(\$9,002.77)	0.00%
	TOTAL EXPENDITURES - :	\$7,988,258.94	\$860,821.36	\$1,956,891.25	\$247,088.18	\$5,784,279.51	27.59%
	YTD Revenue Less Expenses : GENERAL FUND			(\$1,956,891.25)			

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
002	ROAD & BRIDGE FUND						
	EXPENDITURES						
	R/B APPORTIONMENTS TO MUNIC.						
002-43000-51516	MUNICIPAL APPORTIONS	\$1,605.38	\$0.00	\$49.96	\$0.00	\$1,555.42	3.11%
	Subtotal R/B APPORTIONMENTS TO MUNIC.:	\$1,605.38	\$0.00	\$49.96	\$0.00	\$1,555.42	3.11%
	R/B MAINTENANCE OF CONDITION						
002-43040-51392	RENTAL OF EQUIP/FIXTURES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
002-43040-51501	GRAVEL/SAND/SALT	\$27,000.00	\$180.17	\$1,832.34	\$0.00	\$25,167.66	6.79%
002-43040-51502	ROAD OIL & ASPHALT	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	
002-43040-51503	CULVERTS AND LUMBER	\$30,000.00	\$50.22	\$50.22	\$0.00	\$29,949.78	.17%
002-43040-51504	GAS, FUEL AND OIL	\$300,000.00	\$4,918.77	\$36,396.44	\$0.00	\$263,603.56	12.13%
002-43040-51505	TIRES AND TUBES	\$55,000.00	\$936.14	\$1,519.81	\$0.00	\$53,480.19	2.76%
002-43040-51506	PARTS	\$116,526.62	\$3,394.17	\$9,290.48	\$0.00	\$107,236.14	7.97%
002-43040-51507	CONTRACTED REPAIRS	\$79,447.91	\$0.00	\$3,961.41	\$0.00	\$75,486.50	4.99%
002-43040-51508	GRADER BLADES	\$20,000.00	\$19,264.00	\$19,264.00	\$0.00	\$736.00	96.32%
002-43040-51509	EASEMENTS	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	100.00%
002-43040-51532	MAGNESIUM CHLORIDE MGCL2	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
002-43040-51561	LIVESTOCK FENCE	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00	
002-43040-51652	CATTLE GUARDS	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
002-43040-51659	CHAINS	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	
002-43040-51693	EQUIP/MAINTENANCE PROGRA	\$3,000.00	\$1,420.00	\$1,420.00	\$0.00	\$1,580.00	47.33%
002-43040-51711	PRINCIPAL ON LEASE PURCHAS	\$32,000.00	\$0.00	\$0.00	\$0.00	\$32,000.00	
002-43040-51712	INTEREST ON LEASE PURCHAS	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	
002-43040-51885	VEHICLE TRACKING	\$7,600.00	\$667.90	\$2,003.70	\$0.00	\$5,596.30	26.36%
002-43040-52000	CAPITAL OUTLAY	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	
	Subtotal R/B MAINTENANCE OF CONDITION:	\$828,624.53	\$30,831.37	\$77,738.40	\$0.00	\$750,886.13	9.38%
	R/B ADMINISTRATION						
002-43080-51110	SALARIES (EMP)	\$865,966.66	\$90,432.68	\$177,790.46	\$0.00	\$688,176.20	20.53%
002-43080-51161	OASI (EMP)	\$53,689.94	\$5,317.10	\$10,307.45	\$0.00	\$43,382.49	19.20%
002-43080-51162	MEDICARE (EMP)	\$12,556.52	\$1,243.50	\$2,410.60	\$0.00	\$10,145.92	19.20%

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
002	ROAD & BRIDGE FUND						
	EXPENDITURES						
	R/B ADMINISTRATION						
002-43080-51164	INSURANCE(CCI/CO-OP)	\$265,266.00	\$17,639.00	\$55,112.30	\$0.00	\$210,153.70	20.78%
002-43080-51165	INSURANCE (DENTAL)	\$13,030.65	\$853.71	\$2,561.13	\$0.00	\$10,469.52	19.65%
002-43080-51168	INSURANCE (LIFE)	\$488.14	\$0.00	\$0.00	\$0.00	\$488.14	
002-43080-51220	OPERATING SUPPLIES	\$15,000.00	\$763.42	\$2,463.86	\$0.00	\$12,536.14	16.43%
002-43080-51301	PROP & CASUALTY INSURANCE	\$110,000.00	\$0.00	\$100,660.20	\$0.00	\$9,339.80	91.51%
002-43080-51303	AUDITOR	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	100.00%
002-43080-51309	COMMUNICATIONS	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
002-43080-51310	PROFESSIONAL SERVICES	\$5,000.00	\$1,804.83	\$2,220.78	\$0.00	\$2,779.22	44.42%
002-43080-51311	SEWER/WATER/TRASH	\$3,900.00	\$413.00	\$833.00	\$0.00	\$3,067.00	21.36%
002-43080-51320	TREASURER FEE	\$21,000.00	\$1,692.47	\$4,512.77	\$0.00	\$16,487.23	21.49%
002-43080-51321	TELEPHONE	\$4,200.00	\$586.43	\$1,144.11	\$0.00	\$3,055.89	27.24%
002-43080-51330	TRAVEL & TRANSPORTATION	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
002-43080-51336	DEPARTMENT UNIFORMS	\$600.00	\$300.00	\$300.00	\$0.00	\$300.00	50.00%
002-43080-51370	UTILITIES	\$25,000.00	\$3,382.68	\$7,246.63	\$0.00	\$17,753.37	28.99%
002-43080-51381	REPAIRS/REMODELING	\$2,000.00	\$0.00	\$7,187.49	\$0.00	(\$5,187.49)	359.37%
002-43080-51393	TRAINING	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
002-43080-51446	CWCP	\$50,000.00	\$51,255.00	\$51,255.00	\$0.00	(\$1,255.00)	102.51%
002-43080-51447	UNEMPLOYMENT TAX	\$1,873.00	\$0.00	\$418.93	\$0.00	\$1,454.07	22.37%
002-43080-51457	CELLULAR SERVICE	\$2,400.00	\$216.92	\$651.09	\$0.00	\$1,748.91	27.13%
002-43080-51540	DRUG TESTING	\$2,500.00	\$0.00	\$21.50	\$0.00	\$2,478.50	.86%
002-43080-51598	SIGNS	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
	Subtotal R/B ADMINISTRATION:	\$1,474,970.91	\$175,900.74	\$427,097.30	\$5,000.00	\$1,042,873.61	29.30%
	WEED DEPARTMENT						
002-50400-51110	SALARIES (EMP)	\$74,213.60	\$5,942.31	\$11,884.62	\$0.00	\$62,328.98	16.01%
002-50400-51161	OASI (EMP)	\$4,601.25	\$348.34	\$687.44	\$0.00	\$3,913.81	14.94%
002-50400-51162	MEDICARE (EMP)	\$1,076.10	\$81.47	\$160.78	\$0.00	\$915.32	14.94%
002-50400-51164	INSURANCE(CCI/CO-OP)	\$18,387.00	\$1,535.58	\$4,765.20	\$0.00	\$13,621.80	25.92%
002-50400-51165	INSURANCE (DENTAL)	\$930.60	\$77.56	\$232.68	\$0.00	\$697.92	25.00%
002-50400-51168	INSURANCE (LIFE)	\$26.40	\$0.00	\$0.00	\$0.00	\$26.40	

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AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
002	<u>ROAD & BRIDGE FUND</u>						
	<u>EXPENDITURES</u>						
	<u>WEED DEPARTMENT</u>						
002-50400-51210	OFFICE SUPPLIES	\$400.00	\$0.00	\$29.99	\$0.00	\$370.01	7.50%
002-50400-51336	DEPARTMENT UNIFORMS	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	
002-50400-51380	REPAIRS & MAINTENANCE VEHI	\$2,500.00	\$63.91	\$63.91	\$0.00	\$2,436.09	2.56%
002-50400-51393	TRAINING	\$600.00	\$269.44	\$269.44	\$0.00	\$330.56	44.91%
002-50400-51420	DUES & MEETINGS	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	
002-50400-51500	EQUIPMENT	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
002-50400-51553	HERBICIDES/STATE & CO ROW	\$6,000.00	\$1,970.83	\$2,584.04	\$0.00	\$3,415.96	43.07%
002-50400-51821	CDA NOXIOUS WEED GRANT	\$20,174.00	\$0.00	\$0.00	\$0.00	\$20,174.00	
002-50400-51823	LICENSE FEE	\$390.00	\$0.00	\$0.00	\$0.00	\$390.00	
002-50400-51863	2021 COST SHARE PRGRM NOX	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
002-50400-51931	COMMUNICATION/MAPPING	\$650.00	\$0.00	\$0.00	\$0.00	\$650.00	
	Subtotal WEED DEPARTMENT:	\$136,298.95	\$10,289.44	\$20,678.10	\$0.00	\$115,620.85	15.17%
	TOTAL EXPENDITURES - :	\$2,441,499.77	\$217,021.55	\$525,563.76	\$5,000.00	\$1,910,936.01	21.73%
	YTD Revenue Less Expenses : ROAD & BRIDGE FUND			(\$525,563.76)			

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072
 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
003	<u>LODGING TAX TOURISM FUND</u>						
	<u>EXPENDITURES</u>						
	<u>LODGING TAX TOURISM</u>						
003-48700-51210	OFFICE SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
003-48700-51304	ADVERTISING AND PROMOTION	\$109,740.00	\$9,051.01	\$9,342.88	\$0.00	\$100,397.12	8.51%
003-48700-51320	TREASURER FEE	\$2,550.00	\$9.10	\$322.69	\$0.00	\$2,227.31	12.65%
	Subtotal LODGING TAX TOURISM:	\$112,790.00	\$9,060.11	\$9,665.57	\$0.00	\$103,124.43	8.57%
	TOTAL EXPENDITURES - :	\$112,790.00	\$9,060.11	\$9,665.57	\$0.00	\$103,124.43	8.57%
	YTD Revenue Less Expenses : LODGING TAX TOURISM FUND			(\$9,665.57)			

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AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
004	SPECIAL PROJECT FUND						
	<u>EXPENDITURES</u>						
	SPECIAL PROJECT FUND						
004-45100-51667	COG HOUSING GRANT	\$153,768.00	\$0.00	\$0.00	\$0.00	\$153,768.00	
004-45100-51711	PRINCIPAL ON LEASE PURCHAS	\$132,960.00	\$0.00	\$0.00	\$0.00	\$132,960.00	
004-45100-51712	INTEREST ON LEASE PURCHAS	\$26,582.00	\$0.00	\$0.00	\$0.00	\$26,582.00	
004-45100-51728	COURTHOUSE REHAB PHASE 1	\$358,410.29	(\$28,533.60)	(\$28,533.60)	\$331,219.29	\$55,724.60	84.45%
004-45100-51735	NON CAPITAL OUTLAY	\$52,568.00	\$2,017.50	\$11,066.82	\$1,500.00	\$40,001.18	23.91%
004-45100-51819	LEASE PAYMENT	\$140,000.00	\$6,550.75	\$16,436.18	\$0.00	\$123,563.82	11.74%
004-45100-51849	FOX THEATRE WLSB CAP IMP P	\$714,295.00	\$0.00	\$156,821.24	\$0.00	\$557,473.76	21.95%
004-45100-51850	DISPATCH CONSTRUCTION RES	\$883,447.00	\$0.00	\$0.00	\$121,990.00	\$761,457.00	13.81%
004-45100-51851	COMPREHENSIVE PLAN GRANT	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	
004-45100-51852	INDUSTRIAL PARK CAP PRGM	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
004-45100-51881	DOLA REDI GRANT	\$84,852.14	\$0.00	\$0.00	\$84,852.14	\$0.00	100.00%
004-45100-51882	CDOT HUERFANO RIVER BRIDG	\$540,409.74	\$0.00	\$0.00	\$0.00	\$540,409.74	
004-45100-51884	FAA DEN-ADO AIRPORT IMPRO	\$564.57	\$0.00	\$0.00	\$0.00	\$564.57	
004-45100-51899	DOLA ADMIN PLANNING GRANT	\$0.00	\$480.00	\$480.00	\$0.00	(\$480.00)	
004-45100-51900	CDOT MMOF GRANT - CUCHARA	\$510,866.40	\$0.00	\$16,078.00	\$110,343.90	\$384,444.50	24.75%
004-45100-51901	CDOT MMOF GRANT - GARDNE	\$160,156.30	\$0.00	\$0.00	\$58,242.40	\$101,913.90	36.37%
004-45100-51904	AIRPORT MASTER PLAN	\$408,726.45	\$0.00	\$0.00	\$212,845.35	\$195,881.10	52.08%
004-45100-51907	RETAIL POP-UP EDA GRANT EX	\$165,000.00	(\$43,093.18)	(\$15,974.18)	\$0.00	\$180,974.18	-9.68%
004-45100-51909	LATCF - LOCAL ASST. & TRIBAL	\$41,449.74	(\$361.18)	(\$463,752.94)	\$0.00	\$505,202.68	-1118.83%
004-45100-51910	NATIONAL OPIOID SETTLEMENT	\$0.00	\$13,315.36	\$0.00	\$0.00	\$0.00	
004-45100-51912	EPC- EIAF GRANT	\$0.00	\$0.00	\$236,854.81	\$0.00	(\$236,854.81)	
004-45100-51916	UNDERFUNDED COURTHOUSE-	\$33,284.75	\$0.00	\$0.00	\$14,338.00	\$18,946.75	43.08%
004-45100-51920	DOLA INNOVATIVE HOUSING(IH	\$53,357.00	\$0.00	\$0.00	\$0.00	\$53,357.00	
004-45100-51936	WALSENBURG RIVERWALK	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
004-45100-52000	CAPITAL OUTLAY	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
	Subtotal SPECIAL PROJECT FUND:	\$4,820,697.38	(\$49,624.35)	(\$70,523.67)	\$935,331.08	\$3,955,889.97	17.94%
	TOTAL EXPENDITURES - :	\$4,820,697.38	(\$49,624.35)	(\$70,523.67)	\$935,331.08	\$3,955,889.97	17.94%

Revenue and Expense Report

Huerfano County

Item 8n.

YEAR : 2024 PERIOD : 3 FUND: 001, 002,
 003, 004, 005, 008,
 010, 011, 050, 051,
 052, 062, 068, 069,
 070, 071, 072

DEPT: All

SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
004	<u>SPECIAL PROJECT FUND</u>						
	YTD Revenue Less Expenses : SPECIAL PROJECT FUND			\$70,523.67			

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Huerfano County

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AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
005	<u>RETIREMENT FUND</u>						
	<u>EXPENDITURES</u>						
	<u>RETIREMENT</u>						
005-46800-51320	TREASURER FEE	\$5,000.00	\$716.89	\$1,458.28	\$0.00	\$3,541.72	29.17%
005-46800-51344	CONTRIBUTIONS (RET)	\$225,104.61	\$23,242.18	\$37,665.05	\$0.00	\$187,439.56	16.73%
	Subtotal RETIREMENT:	\$230,104.61	\$23,959.07	\$39,123.33	\$0.00	\$190,981.28	17.00%
	TOTAL EXPENDITURES - :	\$230,104.61	\$23,959.07	\$39,123.33	\$0.00	\$190,981.28	17.00%
	YTD Revenue Less Expenses : RETIREMENT FUND			(\$39,123.33)			

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ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
008	<u>CONTINGENCY FUND</u>						
	<u>EXPENDITURES</u>						
	<u>CONTINGENT</u>						
008-47000-52200	CONTINGENCY RESERVE	\$237,960.00	\$0.00	\$0.00	\$0.00	\$237,960.00	
	Subtotal CONTINGENT:	\$237,960.00	\$0.00	\$0.00	\$0.00	\$237,960.00	0.00%
	TOTAL EXPENDITURES - :	\$237,960.00	\$0.00	\$0.00	\$0.00	\$237,960.00	0.00%
	YTD Revenue Less Expenses : CONTINGENCY FUND			\$0.00			

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Revenue and Expense Report

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AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
010	<u>PARKS AND RECREATION</u>						
	<u>EXPENDITURES</u>						
	<u>PARKS AND RECREATION</u>						
010-50100-51447	UNEMPLOYMENT TAX	\$0.00	\$0.00	\$54.25	\$0.00	(\$54.25)	
010-50100-51893	YOUTH RECREATION	\$0.00	\$0.00	\$398.14	\$0.00	(\$398.14)	
	Subtotal PARKS AND RECREATION:	\$0.00	\$0.00	\$452.39	\$0.00	(\$452.39)	0.00%
	TOTAL EXPENDITURES - :	\$0.00	\$0.00	\$452.39	\$0.00	(\$452.39)	0.00%
	YTD Revenue Less Expenses : PARKS AND RECREATION			(\$452.39)			

Preliminary and Unbalanced

Revenue and Expense Report

Huerfano County

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 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
011	<u>HUERF CO HOUSING AUTHORITY</u>						
	<u>EXPENDITURES</u>						
	<u>HOUSING AUTHORITY</u>						
011-50300-51310	PROFESSIONAL SERVICES	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	
	Subtotal HOUSING AUTHORITY:	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.00%
	TOTAL EXPENDITURES - :	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.00%
	YTD Revenue Less Expenses : HUERF CO HOUSING AUTHORITY			\$0.00			

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AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
050	CONSERVATION TRUST FUND						
	EXPENDITURES						
	CONSERVATION TRUST						
050-47100-51342	CONTRACT PAY/NO BENEFITS	\$18,000.00	\$0.00	\$969.00	\$0.00	\$17,031.00	5.38%
050-47100-51547	(G) RODEO ARENA	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
050-47100-51939	Transfer to Other Entities	\$0.00	\$5,000.00	\$5,000.00	\$0.00	(\$5,000.00)	
	Subtotal CONSERVATION TRUST:	\$30,000.00	\$5,000.00	\$5,969.00	\$0.00	\$24,031.00	19.90%
	TOTAL EXPENDITURES - :	\$30,000.00	\$5,000.00	\$5,969.00	\$0.00	\$24,031.00	19.90%
	YTD Revenue Less Expenses : CONSERVATION TRUST FUND			(\$5,969.00)			

Preliminary and Unbalanced

Revenue and Expense Report

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AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
051	<u>P.I.L.T.</u>						
	<u>EXPENDITURES</u>						
	<u>PILT</u>						
051-47200-51341	DUES (COG)	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	
051-47200-51347	TRANSFER TO CO GENERAL FU	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-51543	COUNTY FAIR	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
051-47200-51571	TRANSFER TO ROAD & BRIDGE	\$240,000.00	\$0.00	\$0.00	\$0.00	\$240,000.00	
051-47200-51617	TRANSFER TO CAP/OUTLAY FU	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-51781	ECONOMIC DEVELOPMENT	\$35,000.00	\$20,000.00	\$25,000.00	\$0.00	\$10,000.00	71.43%
051-47200-51858	COMMUNITY DEVELOPMENT	\$15,000.00	\$1,100.00	\$1,100.00	\$1,000.00	\$12,900.00	14.00%
051-47200-51876	TRANSFER TO: PARKS & REC F	\$0.00	\$0.00	\$0.00	\$2,970.23	(\$2,970.23)	
051-47200-51877	TRANSFER TO: HOUSING AUTH	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-51905	TRANSFER TO CONTINGENCY F	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-52000	CAPITAL OUTLAY	\$147,380.00	\$4,725.00	\$4,725.00	\$0.00	\$142,655.00	3.21%
	Subtotal PILT:	\$650,880.00	\$25,825.00	\$30,825.00	\$3,970.23	\$616,084.77	5.35%
	TOTAL EXPENDITURES - :	\$650,880.00	\$25,825.00	\$30,825.00	\$3,970.23	\$616,084.77	5.35%
				YTD Revenue Less Expenses : P.I.L.T.	(\$30,825.00)		

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AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
062	FEDERAL FOREST PROJECT FUND						
	EXPENDITURES						
	FEDERAL FOREST PROJECT FUND						
062-48200-51498	SEARCH AND RESCUE	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	
062-48200-51805	TITLE III (FIREWISE PROGRAM)	\$59,819.00	\$10.49	\$169.09	\$0.00	\$59,649.91	.28%
	Subtotal FEDERAL FOREST PROJECT FUND:	\$89,819.00	\$10.49	\$169.09	\$0.00	\$89,649.91	0.19%
	TOTAL EXPENDITURES - :	\$89,819.00	\$10.49	\$169.09	\$0.00	\$89,649.91	0.19%
	YTD Revenue Less Expenses : FEDERAL FOREST PROJECT FUND			(\$169.09)			

Preliminary and Unbalanced

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
068	WASTE TRANSFER ENTERPRISE						
	EXPENDITURES						
	WASTE TRANSFER STATION						
068-40800-51301	PROP & CASUALTY INS	\$0.00	\$0.00	\$6,710.68	\$0.00	(\$6,710.68)	
068-40800-51310	PROFESSIONAL SERVICES	\$30,000.00	\$0.00	\$0.00	(\$9,000.00)	\$39,000.00	-30.00%
068-40800-51320	TREASURER FEE	\$0.00	\$61.85	\$160.18	\$0.00	(\$160.18)	
068-40800-51335	FUEL REIMBURSEMENT	\$0.00	\$2,230.56	\$4,521.96	\$0.00	(\$4,521.96)	
068-40800-51347	TRANSFER TO CO GENERAL FU	\$15,558.00	\$0.00	\$0.00	\$0.00	\$15,558.00	
068-40800-51370	UTILITIES	\$0.00	\$478.02	\$1,377.37	\$0.00	(\$1,377.37)	
068-40800-51446	CWCP	\$0.00	\$3,862.00	\$3,862.00	\$0.00	(\$3,862.00)	
068-40800-51457	CELLULAR SERVICE	\$0.00	\$51.46	\$154.50	\$0.00	(\$154.50)	
068-40800-51651	TIPPING FEE	\$0.00	\$7,952.36	\$16,178.24	\$0.00	(\$16,178.24)	
068-40800-51896	Gift Card Purchases	\$0.00	\$1,008.77	\$1,669.77	\$0.00	(\$1,669.77)	
068-40800-51897	Refund Gift Cards WTS	\$0.00	\$232.68	\$232.68	\$0.00	(\$232.68)	
	Subtotal WASTE TRANSFER STATION:	\$45,558.00	\$15,877.70	\$34,867.38	(\$9,000.00)	\$19,690.62	56.78%
	TOTAL EXPENDITURES - :	\$45,558.00	\$15,877.70	\$34,867.38	(\$9,000.00)	\$19,690.62	56.78%
	YTD Revenue Less Expenses : WASTE TRANSFER ENTERPRISE			(\$34,867.38)			

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
069	EMERGENCY SERVICES FUND						
	EXPENDITURES						
	EMERGENCY MANAGEMENT						
069-42100-51110	SALARIES (EMP)	\$128,150.08	\$14,596.41	\$29,192.82	\$0.00	\$98,957.26	22.78%
069-42100-51161	OASI (EMP)	\$7,945.31	\$834.79	\$1,635.60	\$0.00	\$6,309.71	20.59%
069-42100-51162	MEDICARE (EMP)	\$1,858.18	\$195.23	\$382.51	\$0.00	\$1,475.67	20.59%
069-42100-51164	INSURANCE(CCI/CO-OP)	\$26,370.00	\$2,203.24	\$6,829.72	\$0.00	\$19,540.28	25.90%
069-42100-51165	INSURANCE (DENTAL)	\$1,289.25	\$107.47	\$322.41	\$0.00	\$966.84	25.01%
069-42100-51168	INSURANCE (LIFE)	\$52.80	\$0.00	\$0.00	\$0.00	\$52.80	
069-42100-51210	OFFICE SUPPLIES	\$300.00	\$0.00	\$14.46	\$0.00	\$285.54	4.82%
069-42100-51220	OPERATING SUPPLIES	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
069-42100-51310	PROFESSIONAL SERVICES	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	
069-42100-51330	TRAVEL & TRANSPORTATION	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
069-42100-51335	FUEL REIMBURSEMENT	\$2,500.00	\$223.08	\$787.02	\$0.00	\$1,712.98	31.48%
069-42100-51336	DEPARTMENT UNIFORMS	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
069-42100-51350	PRINTING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
069-42100-51380	REPAIRS/MAINTENANCE	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
069-42100-51393	TRAINING	\$4,000.00	\$198.34	\$648.34	\$0.00	\$3,351.66	16.21%
069-42100-51457	CELLULAR SERVICE	\$1,440.00	\$160.70	\$482.22	\$0.00	\$957.78	33.49%
069-42100-51500	EQUIPMENT	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
069-42100-51604	HOMELAND SECURITY/FEDERA	\$30,000.00	\$10,321.94	\$14,549.84	\$0.00	\$15,450.16	48.50%
069-42100-51772	DISASTER SUPPLIES	\$5,000.00	\$0.00	\$383.25	\$0.00	\$4,616.75	7.66%
	Subtotal EMERGENCY MANAGEMENT:	\$225,205.62	\$28,841.20	\$55,228.19	\$0.00	\$169,977.43	24.52%
	EMERGENCY SERVICES FUND						
069-49000-51110	SALARIES (EMP)	\$359,000.00	\$32,319.77	\$61,975.46	\$0.00	\$297,024.54	17.26%
069-49000-51161	OASI (EMP)	\$22,258.00	\$1,902.34	\$3,591.06	\$0.00	\$18,666.94	16.13%
069-49000-51162	MEDICARE (EMP)	\$5,205.50	\$444.88	\$839.83	\$0.00	\$4,365.67	16.13%
069-49000-51164	INSURANCE(CCI/CO-OP)	\$65,286.00	\$4,789.14	\$15,117.00	\$0.00	\$50,169.00	23.16%
069-49000-51165	INSURANCE (DENTAL)	\$1,289.25	\$226.95	\$680.85	\$0.00	\$608.40	52.81%
069-49000-51168	INSURANCE (LIFE)	\$251.52	\$0.00	\$0.00	\$0.00	\$251.52	
069-49000-51210	OFFICE SUPPLIES	\$1,750.00	\$102.92	\$407.20	\$0.00	\$1,342.80	23.27%
069-49000-51220	OPERATING SUPPLIES	\$14,879.40	\$42.56	\$220.72	\$0.00	\$14,658.68	1.48%

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
069	<u>EMERGENCY SERVICES FUND</u>						
	<u>EXPENDITURES</u>						
	EMERGENCY SERVICES FUND						
069-49000-51301	PROP & CASUALTY INS	\$20,000.00	\$0.00	\$16,776.70	\$0.00	\$3,223.30	83.88%
069-49000-51303	AUDITOR	\$4,800.00	\$0.00	\$0.00	\$4,800.00	\$0.00	100.00%
069-49000-51310	PROFESSIONAL SERVICES	\$24,922.50	\$4,879.40	\$4,897.39	\$6,000.00	\$14,025.11	43.73%
069-49000-51320	TREASURER FEE	\$38,000.00	\$2,533.24	\$9,170.25	\$0.00	\$28,829.75	24.13%
069-49000-51321	TELEPHONE	\$4,100.00	\$451.16	\$1,498.73	\$0.00	\$2,601.27	36.55%
069-49000-51330	TRAVEL & TRANSPORTATION	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
069-49000-51335	FUEL REIMBURSEMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
069-49000-51336	DEPARTMENT UNIFORMS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
069-49000-51347	TRANSFER TO CO GENERAL FU	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00	
069-49000-51370	UTILITIES	\$9,500.00	\$1,052.37	\$2,656.96	\$0.00	\$6,843.04	27.97%
069-49000-51380	REPAIRS/MAINTENANCE	\$2,000.00	\$4,850.00	\$9,850.00	\$0.00	(\$7,850.00)	492.50%
069-49000-51393	TRAINING	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
069-49000-51446	CWCP	\$7,700.00	\$1,742.00	\$1,742.00	\$0.00	\$5,958.00	22.62%
069-49000-51447	UNEMPLOYMENT TAX	\$1,000.00	\$0.00	\$218.68	\$0.00	\$781.32	21.87%
069-49000-51457	CELLULAR SERVICE	\$2,160.00	\$186.99	\$452.89	\$0.00	\$1,707.11	20.97%
069-49000-51617	TRANSFER TO CAP/OUTLAY FU	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	
069-49000-51669	RADIO LICENSING	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
069-49000-51677	PAYMENT TO CGF (RENT/UTIL)	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
069-49000-51679	TOWER MAINTENANCE	\$21,982.10	\$0.00	\$0.00	\$0.00	\$21,982.10	
069-49000-51711	PRINCIPAL ON LEASE PURCHAS	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
069-49000-51719	OPERATING SOFTWARE	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	
069-49000-51720	COMPUTER HARDWARE	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	
069-49000-51740	VEHICLE EXPENSE	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
069-49000-51741	RADIO MAINTENANCE	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	
069-49000-51905	TRANSFER TO CONTINGENCY F	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
069-49000-52000	CAPITAL OUTLAY	\$58,000.00	\$0.00	\$0.00	\$0.00	\$58,000.00	
	Subtotal EMERGENCY SERVICES FUND:	\$1,757,384.27	\$55,523.72	\$130,095.72	\$10,800.00	\$1,616,488.55	8.02%
	TOTAL EXPENDITURES - :	\$1,982,589.89	\$84,364.92	\$185,323.91	\$10,800.00	\$1,786,465.98	9.89%

Revenue and Expense Report

Huerfano County

Item 8n.

YEAR : 2024 PERIOD : 3 FUND: 001, 002,
003, 004, 005, 008,
010, 011, 050, 051,
052, 062, 068, 069,
070, 071, 072

DEPT: All

SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
069	<u>EMERGENCY SERVICES FUND</u>						
	YTD Revenue Less Expenses : EMERGENCY SERVICES FUND			(\$185,323.91)			

Preliminary and Unbalanced

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
070	GARDNER PUBLIC IMP DISTRICT						
	EXPENDITURES						
	GARDNER PUBLIC IMP DISTRICT						
070-49100-51210	OFFICE SUPPLIES	\$500.00	\$0.00	\$92.10	\$0.00	\$407.90	18.42%
070-49100-51220	OPERATING SUPPLIES	\$7,774.29	\$468.10	\$468.10	\$0.00	\$7,306.19	6.02%
070-49100-51310	PROFESSIONAL SERVICES	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
070-49100-51320	TREASURER FEE	\$850.00	\$77.28	\$234.92	\$0.00	\$615.08	27.64%
070-49100-51321	TELEPHONE/BULK WATER STAT	\$1,200.00	\$111.68	\$329.46	\$0.00	\$870.54	27.45%
070-49100-51330	TRAVEL & TRANSPORTATION	\$200.00	\$19.36	\$19.36	\$0.00	\$180.64	9.68%
070-49100-51342	CONTRACT PAY/NO BENEFITS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
070-49100-51370	UTILITIES	\$10,500.00	\$690.32	\$1,850.18	\$0.00	\$8,649.82	17.62%
070-49100-51380	REPAIRS/MAINTENANCE	\$6,100.00	\$0.00	\$0.00	\$0.00	\$6,100.00	
070-49100-51393	TRAINING	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
070-49100-51420	DUES & MEETINGS	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
070-49100-51447	UNEMPLOYMENT TAX	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	
070-49100-51457	CELLULAR PHONE SERVICE	\$450.00	(\$3.89)	\$77.59	\$0.00	\$372.41	17.24%
070-49100-51688	AUGMENTATION WATER	\$38,000.00	\$0.00	\$0.00	\$0.00	\$38,000.00	
070-49100-51691	TESTING	\$12,000.00	\$980.00	\$1,398.50	\$0.00	\$10,601.50	11.65%
070-49100-51751	WATER SERVICE DEPOSIT REF	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	
070-49100-51764	BULK WATER REFUND	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
070-49100-51793	UTILITY LOCATES	\$50.00	\$37.41	\$37.41	\$0.00	\$12.59	74.82%
070-49100-51827	STATE PERMITS	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	
	Subtotal GARDNER PUBLIC IMP DISTRICT:	\$91,374.29	\$2,380.26	\$4,507.62	\$0.00	\$86,866.67	4.93%
	TOTAL EXPENDITURES - :	\$91,374.29	\$2,380.26	\$4,507.62	\$0.00	\$86,866.67	4.93%
	YTD Revenue Less Expenses : GARDNER PUBLIC IMP DISTRICT			(\$4,507.62)			

Revenue and Expense Report

Huerfano County

Item 8n.

YEAR : 2024 PERIOD : 3 FUND: 001, 002,
003, 004, 005, 008,
010, 011, 050, 051,
052, 062, 068, 069,
070, 071, 072

DEPT: All

SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
071	DISASTER RECOVERY FUND						
	EXPENDITURES						
	DISASTER RECOVERY FUND						
071-50000-51861	AMER RESCUE PLAN RELIEF FU	\$950,000.00	\$805.04	\$18,868.02	\$0.00	\$931,131.98	1.99%
	Subtotal DISASTER RECOVERY FUND:	\$950,000.00	\$805.04	\$18,868.02	\$0.00	\$931,131.98	1.99%
	TOTAL EXPENDITURES - :	\$950,000.00	\$805.04	\$18,868.02	\$0.00	\$931,131.98	1.99%
	YTD Revenue Less Expenses : DISASTER RECOVERY FUND			(\$18,868.02)			

Preliminary and Unbalanced

Revenue and Expense Report

YEAR : 2024 PERIOD : 3 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 3/31/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
072	ASSET MGMT ENTERPRISE FUND						
	EXPENDITURES						
	LEASE PURCHASE FUND						
072-48900-51551	VEHICLE/EQUIPMENT OUTLAY	\$142,395.00	\$0.00	\$0.00	\$0.00	\$142,395.00	
072-48900-51833	CAPITAL RESERVE	\$186,000.00	\$0.00	\$0.00	\$0.00	\$186,000.00	
	Subtotal LEASE PURCHASE FUND:	\$328,395.00	\$0.00	\$0.00	\$0.00	\$328,395.00	0.00%
	ASSET MANAGEMENT ENTERPRISE						
072-50600-51303	AUDITOR	\$2,500.00	\$0.00	\$0.00	\$7,800.00	(\$5,300.00)	312.00%
072-50600-51840	PRINCIPAL ON DEBT SERVICE	\$1,068,764.00	\$0.00	\$0.00	\$0.00	\$1,068,764.00	
072-50600-51841	INTEREST ON DEBT SERVICE	\$73,920.43	\$0.00	\$0.00	\$0.00	\$73,920.43	
072-50600-51845	LENDER FEES	\$5,175.75	\$0.00	\$0.00	\$0.00	\$5,175.75	
	Subtotal ASSET MANAGEMENT ENTERPRISE:	\$1,150,360.18	\$0.00	\$0.00	\$7,800.00	\$1,142,560.18	0.68%
	TOTAL EXPENDITURES - :	\$1,478,755.18	\$0.00	\$0.00	\$7,800.00	\$1,470,955.18	0.53%
	YTD Revenue Less Expenses : ASSET MGMT ENTERPRISE FUND			\$0.00			

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	LAND USE AND BUILDING						
001-40124-51110	SALARIES (EMP)	\$130,000.00	\$9,076.96	\$44,557.84	\$0.00	\$85,442.16	34.28%
001-40124-51161	OASI (EMP)	\$8,060.00	\$516.32	\$2,600.93	\$0.00	\$5,459.07	32.27%
001-40124-51162	MEDICARE (EMP)	\$1,885.00	\$120.76	\$608.31	\$0.00	\$1,276.69	32.27%
001-40124-51164	INSURANCE(CCI/CO-OP)	\$23,949.00	\$2,003.90	\$8,938.66	\$0.00	\$15,010.34	37.32%
001-40124-51165	INSURANCE (DENTAL)	\$1,075.95	\$89.73	\$388.83	\$0.00	\$687.12	36.14%
001-40124-51168	INSURANCE (LIFE)	\$79.20	\$0.00	\$0.00	\$0.00	\$79.20	
001-40124-51210	OFFICE SUPPLIES	\$2,500.00	\$21.76	\$21.76	\$0.00	\$2,478.24	.87%
001-40124-51306	REF & DED	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
001-40124-51310	PROFESSIONAL SERVICES	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	
001-40124-51321	TELEPHONE	\$850.00	\$91.38	\$361.22	\$0.00	\$488.78	42.50%
001-40124-51327	GUIDES AND CODES	\$600.00	\$229.35	\$229.35	\$0.00	\$370.65	38.22%
001-40124-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$1,474.52	\$2,037.32	\$0.00	\$962.68	67.91%
001-40124-51335	FUEL REIMBURSEMENT	\$1,500.00	\$43.78	\$606.90	\$0.00	\$893.10	40.46%
001-40124-51336	DEPARTMENT UNIFORMS	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	
001-40124-51350	PRINTING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-40124-51380	REPAIRS/MAINTENANCE	\$14,855.00	\$15.00	\$15.00	\$8,211.11	\$6,628.89	55.38%
001-40124-51384	BOARD COMPENSATION	\$2,500.00	\$0.00	\$574.30	\$0.00	\$1,925.70	22.97%
001-40124-51420	DUES & MEETINGS	\$3,000.00	\$250.00	\$1,250.80	\$0.00	\$1,749.20	41.69%
001-40124-51457	CELLULAR PHONE SERVICE	\$900.00	\$102.92	\$411.92	\$0.00	\$488.08	45.77%
001-40124-51774	CODE ENFORCEMENT	\$1,000.00	\$45.68	\$182.84	\$0.00	\$817.16	18.28%
001-40124-51814	LEASE AGREEMENT	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00	
	Subtotal LAND USE AND BUILDING:	\$223,554.15	\$14,082.06	\$62,785.98	\$8,211.11	\$152,557.06	31.76%
	OTHER ADMINISTRATION						
001-40127-51301	PROP & CASUALTY INS	\$194,610.00	\$0.00	\$211,386.42	\$0.00	(\$16,776.42)	108.62%
001-40127-51303	AUDITOR	\$10,000.00	\$0.00	\$0.00	\$10,550.00	(\$550.00)	105.50%
001-40127-51304	ADVERTISING AND PROMOTION	\$18,526.00	\$0.00	\$2,075.00	\$8,076.00	\$8,375.00	54.79%
001-40127-51305	PUBLISHING	\$8,000.00	\$0.00	\$3,558.40	\$0.00	\$4,441.60	44.48%
001-40127-51308	BANK CHARGES	\$2,000.00	\$153.68	\$784.74	\$0.00	\$1,215.26	39.24%
001-40127-51310	PROFESSIONAL SERVICES	\$30,000.00	(\$47,290.00)	\$32,292.78	\$5,000.00	(\$7,292.78)	124.31%

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	OTHER ADMINISTRATION						
001-40127-51319	REFUNDS & ABATEMENTS	\$4,674.00	\$0.00	\$854.51	\$0.00	\$3,819.49	18.28%
001-40127-51320	TREASURER FEE	\$0.00	\$43,989.33	\$90,942.02	\$0.00	(\$90,942.02)	
001-40127-51322	POSTAGE	\$4,000.00	\$2,197.58	\$4,212.58	\$0.00	(\$212.58)	105.31%
001-40127-51446	CWCP	\$60,000.00	\$0.00	\$86,849.00	\$0.00	(\$26,849.00)	144.75%
001-40127-51447	UNEMPLOYMENT TAX	\$10,000.00	\$1,593.64	\$3,145.44	\$0.00	\$6,854.56	31.45%
001-40127-51581	CLEARING ACCOUNT	\$0.00	\$4,095.37	\$46,697.12	\$0.00	(\$46,697.12)	
001-40127-51590	TRES/DEED DISBURSEMENT	\$25,000.00	\$2,235.00	\$7,981.32	\$0.00	\$17,018.68	31.93%
001-40127-51592	INSUFFICIENT FUNDS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-40127-51732	CREDIT CARD ADJUSTMENT	\$0.00	\$0.00	\$621.77	\$0.00	(\$621.77)	
001-40127-51759	PREEMPLOYMENT DRUG TESTI	\$3,000.00	\$0.00	\$720.00	\$0.00	\$2,280.00	24.00%
001-40127-51760	PRE-EMPLOY BACKGROUND CH	\$150.00	\$42.00	\$220.00	\$0.00	(\$70.00)	146.67%
001-40127-51814	LEASE AGREEMENT	\$20,000.00	\$546.32	\$3,566.58	\$0.00	\$16,433.42	17.83%
001-40127-51859	TRAINING	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
001-40127-51913	Employee Assistance Program	\$3,500.00	\$780.12	\$1,897.74	\$0.00	\$1,602.26	54.22%
	Subtotal OTHER ADMINISTRATION:	\$402,460.00	\$8,343.04	\$497,805.42	\$23,626.00	(\$118,971.42)	129.56%
	CLERK AND RECORDER						
001-40210-51100	SALARIES (OFF)	\$63,443.12	\$4,880.24	\$19,520.96	\$0.00	\$43,922.16	30.77%
001-40210-51110	SALARIES (EMP)	\$192,898.98	\$11,514.62	\$55,210.80	\$0.00	\$137,688.18	28.62%
001-40210-51160	OASI (OFF)	\$3,933.48	\$0.00	\$0.00	\$0.00	\$3,933.48	
001-40210-51161	OASI (EMP)	\$2,797.04	\$977.11	\$4,481.52	\$0.00	(\$1,684.48)	160.22%
001-40210-51162	MEDICARE (EMP)	\$2,797.04	\$228.52	\$1,048.09	\$0.00	\$1,748.95	37.47%
001-40210-51164	INSURANCE(CCI/CO-OP)	\$64,287.00	\$2,674.88	\$12,442.18	\$0.00	\$51,844.82	19.35%
001-40210-51165	INSURANCE (DENTAL)	\$3,078.90	\$149.39	\$657.06	\$0.00	\$2,421.84	21.34%
001-40210-51168	INSURANCE (LIFE)	\$198.72	\$0.00	\$0.00	\$0.00	\$198.72	
001-40210-51172	MEDICARE (OFF)	\$919.93	\$0.00	\$0.00	\$0.00	\$919.93	
001-40210-51210	OFFICE SUPPLIES	\$12,629.97	\$55.89	\$715.73	\$0.00	\$11,914.24	5.67%
001-40210-51310	PROFESSIONAL SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-40210-51321	TELEPHONE	\$3,079.00	\$91.38	\$361.23	\$0.00	\$2,717.77	11.73%
001-40210-51322	POSTAGE	\$5,000.00	\$0.00	\$1,178.03	\$0.00	\$3,821.97	23.56%

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	CLERK AND RECORDER						
001-40210-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$0.00	\$24.99	\$0.00	\$2,975.01	.83%
001-40210-51335	FUEL REIMBURSEMENT	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	
001-40210-51380	REPAIRS/MAINTENANCE	\$1,980.00	\$0.00	\$980.00	\$0.00	\$1,000.00	49.49%
001-40210-51383	MAINTENANCE CONTRACT	\$17,400.00	\$0.00	\$6,013.20	\$0.00	\$11,386.80	34.56%
001-40210-51420	DUES AND MEETINGS	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00	
	Subtotal CLERK AND RECORDER:	\$379,793.18	\$20,572.03	\$102,633.79	\$0.00	\$277,159.39	27.02%
	ELECTIONS						
001-40250-51110	SALARIES (EMP)	\$16,000.00	\$0.00	\$4,384.05	\$0.00	\$11,615.95	27.40%
001-40250-51210	OFFICE SUPPLIES	\$2,000.00	\$251.23	\$251.23	\$0.00	\$1,748.77	12.56%
001-40250-51310	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$78.95	\$0.00	(\$78.95)	
001-40250-51322	POSTAGE	\$2,500.00	\$30.45	\$164.87	\$0.00	\$2,335.13	6.59%
001-40250-51330	TRAVEL & TRANSPORTATION	\$2,500.00	\$20.00	\$40.00	\$0.00	\$2,460.00	1.60%
001-40250-51380	REPAIRS AND MAINTENANCE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-40250-51392	RENTAL OF EQUIP/FIXTURES	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-40250-51615	ELECTION EQUIPMENT	\$32,989.39	\$0.00	\$29,280.34	\$0.00	\$3,709.05	88.76%
001-40250-51788	BALLOT PRINTING & SERVICES	\$40,000.00	\$0.00	\$3,840.00	\$0.00	\$36,160.00	9.60%
	Subtotal ELECTIONS:	\$102,989.39	\$301.68	\$38,039.44	\$0.00	\$64,949.95	36.94%
	TREASURER						
001-40300-51100	SALARIES (OFF)	\$63,443.12	\$4,880.24	\$19,520.96	\$0.00	\$43,922.16	30.77%
001-40300-51110	SALARIES (EMP)	\$118,174.16	\$9,090.32	\$36,361.28	\$0.00	\$81,812.88	30.77%
001-40300-51160	OASI (OFF)	\$3,933.48	\$0.00	\$0.00	\$0.00	\$3,933.48	
001-40300-51161	OASI (EMP)	\$7,326.80	\$812.10	\$3,140.94	\$0.00	\$4,185.86	42.87%
001-40300-51162	MEDICARE (EMP)	\$1,713.53	\$189.93	\$734.57	\$0.00	\$978.96	42.87%
001-40300-51164	INSURANCE(CCI/CO-OP)	\$30,933.00	\$2,590.14	\$10,919.38	\$0.00	\$20,013.62	35.30%
001-40300-51165	INSURANCE (DENTAL)	\$1,789.65	\$149.23	\$596.92	\$0.00	\$1,192.73	33.35%
001-40300-51168	INSURANCE (LIFE)	\$105.60	\$0.00	\$0.00	\$0.00	\$105.60	
001-40300-51172	MEDICARE (OFF)	\$919.93	\$0.00	\$0.00	\$0.00	\$919.93	
001-40300-51210	OFFICE SUPPLIES	\$2,500.00	\$292.13	\$1,327.74	\$0.00	\$1,172.26	53.11%

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	TREASURER						
001-40300-51321	TELEPHONE	\$1,500.00	\$91.38	\$361.23	\$0.00	\$1,138.77	24.08%
001-40300-51322	POSTAGE	\$12,000.00	\$0.00	\$2,606.47	\$0.00	\$9,393.53	21.72%
001-40300-51330	TRAVEL & TRANSPORTATION	\$2,500.00	\$0.00	\$35.71	\$0.00	\$2,464.29	1.43%
001-40300-51335	FUEL REIMBURSEMENT	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	
001-40300-51350	PRINTING	\$3,000.00	\$0.00	\$448.00	\$0.00	\$2,552.00	14.93%
001-40300-51383	MAINTENANCE CONTRACT	\$420.00	\$0.00	\$99.78	\$0.00	\$320.22	23.76%
001-40300-51420	DUES & MEETINGS	\$1,800.00	\$0.00	\$1,200.00	\$0.00	\$600.00	66.67%
001-40300-51589	CASH/SHORT	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	
001-40300-51814	LEASE AGREEMENT	\$39,000.00	\$0.00	\$5,284.82	\$0.00	\$33,715.18	13.55%
	Subtotal TREASURER:	\$291,789.27	\$18,095.47	\$82,637.80	\$0.00	\$209,151.47	28.32%
	PUBLIC TRUSTEE						
001-40350-51115	SALARIES(PUBLIC TRUSTEE)	\$12,500.00	\$0.00	\$2,000.00	\$0.00	\$10,500.00	16.00%
001-40350-51163	OASI (PUBLIC TRUSTEE)	\$775.00	\$0.00	\$268.41	\$0.00	\$506.59	34.63%
001-40350-51164	INSURANCE(CCI/CO-OP)	\$738.00	\$0.00	\$0.00	\$0.00	\$738.00	
001-40350-51165	INSURANCE (DENTAL)	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00	
001-40350-51173	MEDICARE (PUBLIC TRUSTEE)	\$181.00	\$0.00	\$62.77	\$0.00	\$118.23	34.68%
	Subtotal PUBLIC TRUSTEE:	\$14,245.00	\$0.00	\$2,331.18	\$0.00	\$11,913.82	16.36%
	ASSESSOR						
001-40400-51100	SALARIES (OFF)	\$63,443.12	\$4,880.24	\$19,520.96	\$0.00	\$43,922.16	30.77%
001-40400-51110	SALARIES (EMP)	\$156,663.78	\$12,604.90	\$50,419.60	\$0.00	\$106,244.18	32.18%
001-40400-51160	OASI (OFF)	\$3,933.48	\$0.00	\$0.00	\$0.00	\$3,933.48	
001-40400-51161	OASI (EMP)	\$9,713.16	\$991.57	\$4,018.67	\$0.00	\$5,694.49	41.37%
001-40400-51162	MEDICARE (EMP)	\$2,271.63	\$231.88	\$939.78	\$0.00	\$1,331.85	41.37%
001-40400-51164	INSURANCE(CCI/CO-OP)	\$39,915.00	\$4,408.04	\$18,996.80	\$0.00	\$20,918.20	47.59%
001-40400-51165	INSURANCE (DENTAL)	\$1,844.10	\$201.29	\$835.27	\$0.00	\$1,008.83	45.29%
001-40400-51168	INSURANCE (LIFE)	\$122.76	\$0.00	\$0.00	\$0.00	\$122.76	
001-40400-51172	MEDICARE (OFF)	\$919.93	\$0.00	\$0.00	\$0.00	\$919.93	
001-40400-51210	OFFICE SUPPLIES	\$4,000.00	\$329.22	\$665.86	\$0.00	\$3,334.14	16.65%

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	ASSESSOR						
001-40400-51310	PROFESSIONAL SERVICES	\$30,000.00	\$0.00	\$6,750.00	\$0.00	\$23,250.00	22.50%
001-40400-51312	CERTIFICATION FEES	\$828.00	\$0.00	\$271.00	\$0.00	\$557.00	32.73%
001-40400-51321	TELEPHONE	\$2,071.00	\$182.76	\$722.46	\$0.00	\$1,348.54	34.88%
001-40400-51322	POSTAGE	\$2,700.00	\$0.00	\$2,584.00	\$0.00	\$116.00	95.70%
001-40400-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$0.00	\$479.23	\$0.00	\$2,520.77	15.97%
001-40400-51335	FUEL REIMBURSEMENT	\$1,500.00	\$0.00	\$38.64	\$0.00	\$1,461.36	2.58%
001-40400-51350	PRINTING	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
001-40400-51380	REPAIRS/MAINTENANCE	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-40400-51383	MAINTENANCE CONTRACT	\$412.00	\$0.00	\$99.78	\$0.00	\$312.22	24.22%
001-40400-51420	DUES AND MEETINGS	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
001-40400-51814	LEASE AGREEMENT	\$37,358.00	\$0.00	\$5,692.26	\$0.00	\$31,665.74	15.24%
001-40400-52000	CAPITAL OUTLAY	\$10,200.00	\$0.00	\$0.00	\$11,220.00	(\$1,020.00)	110.00%
	Subtotal ASSESSOR:	\$380,395.96	\$23,829.90	\$112,034.31	\$11,220.00	\$257,141.65	32.40%
	PUBLIC WORKS						
001-40600-51110	SALARIES (EMP)	\$169,558.22	\$17,892.94	\$71,416.33	\$0.00	\$98,141.89	42.12%
001-40600-51161	OASI (EMP)	\$10,512.61	\$1,045.91	\$4,207.38	\$0.00	\$6,305.23	40.02%
001-40600-51162	MEDICARE (EMP)	\$2,458.60	\$244.60	\$983.97	\$0.00	\$1,474.63	40.02%
001-40600-51164	INSURANCE(CCI/CO-OP)	\$41,337.00	\$3,456.22	\$14,346.60	\$0.00	\$26,990.40	34.71%
001-40600-51165	INSURANCE (DENTAL)	\$2,004.75	\$158.60	\$634.40	\$0.00	\$1,370.35	31.64%
001-40600-51168	INSURANCE (LIFE)	\$105.60	\$0.00	\$0.00	\$0.00	\$105.60	
001-40600-51220	OPERATING SUPPLIES	\$7,000.00	\$34.31	\$1,182.90	\$0.00	\$5,817.10	16.90%
001-40600-51310	PROFESSIONAL SERVICES	\$28,950.00	\$169.94	\$2,104.38	\$1,978.00	\$24,867.62	14.10%
001-40600-51311	SEWER/WATER/TRASH	\$7,500.00	\$68.00	\$1,404.78	\$0.00	\$6,095.22	18.73%
001-40600-51323	TELEPHONE G.C CNTR	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-40600-51335	FUEL REIMBURSEMENT	\$6,500.00	\$0.00	\$707.00	\$0.00	\$5,793.00	10.88%
001-40600-51370	UTILITIES	\$76,000.00	\$8,543.24	\$25,722.00	\$0.00	\$50,278.00	33.84%
001-40600-51380	REPAIRS/MAINTENANCE	\$22,019.48	\$1,780.69	\$3,611.98	\$5,295.08	\$13,112.42	40.45%
001-40600-51381	REPAIRS/REMODELING	\$3,783.56	\$0.00	\$659.74	\$0.00	\$3,123.82	17.44%
001-40600-51382	EQUIPMENT & FIXTURES	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	PUBLIC WORKS						
001-40600-51457	CELLULAR SERVICE	\$2,900.00	\$184.95	\$740.29	\$0.00	\$2,159.71	25.53%
001-40600-51773	CSWD (UTILITY)	\$6,000.00	\$581.39	\$1,854.56	\$0.00	\$4,145.44	30.91%
001-40600-51815	EQUIPMENT REPAIRS	\$2,000.00	\$0.00	\$120.00	\$0.00	\$1,880.00	6.00%
001-40600-51817	MINING MUSEUM	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
	Subtotal PUBLIC WORKS:	\$392,129.82	\$34,160.79	\$129,696.31	\$7,273.08	\$255,160.43	34.93%
	DISTRICT ATTORNEY						
001-41510-51324	D.A. PAYMENTS	\$581,508.00	\$48,459.00	\$193,836.00	\$0.00	\$387,672.00	33.33%
001-41510-51370	UTILITIES	\$5,000.00	\$452.01	\$1,576.42	\$0.00	\$3,423.58	31.53%
	Subtotal DISTRICT ATTORNEY:	\$586,508.00	\$48,911.01	\$195,412.42	\$0.00	\$391,095.58	33.32%
	SHERIFF						
001-42110-51100	SALARIES (OFF)	\$85,016.00	\$6,539.70	\$26,158.80	\$0.00	\$58,857.20	30.77%
001-42110-51110	SALARIES (EMP)	\$1,062,809.72	\$74,429.55	\$354,806.74	\$0.00	\$708,002.98	33.38%
001-42110-51160	OASI (OFF)	\$5,271.00	\$0.00	\$0.00	\$0.00	\$5,271.00	
001-42110-51161	OASI (EMP)	\$65,894.21	\$4,697.26	\$22,492.46	\$0.00	\$43,401.75	34.13%
001-42110-51162	MEDICARE (EMP)	\$15,410.75	\$1,098.56	\$5,260.31	\$0.00	\$10,150.44	34.13%
001-42110-51164	INSURANCE(CCI/CO-OP)	\$266,265.00	\$11,291.54	\$48,078.65	\$0.00	\$218,186.35	18.06%
001-42110-51165	INSURANCE (DENTAL)	\$13,032.45	\$621.19	\$2,551.87	\$0.00	\$10,480.58	19.58%
001-42110-51168	INSURANCE (LIFE)	\$639.72	\$0.00	\$0.00	\$0.00	\$639.72	
001-42110-51172	MEDICARE (OFF)	\$1,232.74	\$0.00	\$0.00	\$0.00	\$1,232.74	
001-42110-51220	OPERATING SUPPLIES	\$5,000.00	\$265.44	\$1,015.31	\$0.00	\$3,984.69	20.31%
001-42110-51310	PROFESSIONAL SERVICES	\$2,345.00	\$0.00	\$2,400.00	\$0.00	(\$55.00)	102.35%
001-42110-51312	CERTIFICATION FEES	\$60.00	\$0.00	\$35.90	\$0.00	\$24.10	59.83%
001-42110-51321	TELEPHONE	\$4,100.00	\$380.78	\$1,774.69	\$0.00	\$2,325.31	43.29%
001-42110-51327	GUIDES AND CODES	\$1,500.00	\$0.00	\$161.33	\$0.00	\$1,338.67	10.76%
001-42110-51330	TRAVEL & MEALS	\$3,500.00	\$35.00	\$199.46	\$0.00	\$3,300.54	5.70%
001-42110-51335	FLEET FUEL	\$20,000.00	\$50.01	\$5,588.76	\$0.00	\$14,411.24	27.94%
001-42110-51336	DEPT UNIFORMS/DUTY GEAR	\$15,000.00	\$0.00	\$1,055.72	\$0.00	\$13,944.28	7.04%
001-42110-51342	CONTRACT PAY/JUDICIAL SEC	\$600.00	\$0.00	\$190.00	\$0.00	\$410.00	31.67%

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	SHERIFF						
001-42110-51380	REPAIRS/MAINTENANCE	\$33,100.00	\$0.00	\$6,450.41	\$0.00	\$26,649.59	19.49%
001-42110-51382	REP. EQUIP/FIXTURES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-42110-51393	TRAINING	\$10,000.00	\$0.00	\$307.52	\$0.00	\$9,692.48	3.08%
001-42110-51420	DUES AND MEETINGS	\$4,000.00	\$0.00	\$150.00	\$0.00	\$3,850.00	3.75%
001-42110-51440	FIRE FIGHTING/MEMBERSHIP D	\$4,000.00	\$0.00	\$3,421.31	\$0.00	\$578.69	85.53%
001-42110-51457	CELLULAR/DATA SERVICES	\$7,500.00	\$1,157.06	\$5,815.90	\$0.00	\$1,684.10	77.55%
001-42110-51500	EQUIPMENT/TASERS	\$17,000.00	\$44.78	\$1,980.27	\$0.00	\$15,019.73	11.65%
001-42110-51719	OPERATING SOFTWARE	\$0.00	\$0.00	\$2,171.42	\$0.00	(\$2,171.42)	
001-42110-51770	HOMELESS TRANSIENT FUNDS	\$2,000.00	\$0.00	\$173.95	\$0.00	\$1,826.05	8.70%
	Subtotal SHERIFF:	\$1,645,776.59	\$100,610.87	\$492,240.78	\$0.00	\$1,153,535.81	29.91%
	SHERIFF(CITY OF WALSENBURG)						
001-42115-51380	REPAIRS/MAINTENANCE	\$36,525.44	\$0.00	\$0.00	\$0.00	\$36,525.44	
	Subtotal SHERIFF(CITY OF WALSENBURG):	\$36,525.44	\$0.00	\$0.00	\$0.00	\$36,525.44	0.00%
	JAIL						
001-42120-51110	SALARIES (EMP)	\$438,709.60	\$37,540.81	\$119,082.21	\$0.00	\$319,627.39	27.14%
001-42120-51161	OASI (EMP)	\$27,200.00	\$2,188.01	\$6,888.80	\$0.00	\$20,311.20	25.33%
001-42120-51162	MEDICARE (EMP)	\$6,361.29	\$506.03	\$1,605.47	\$0.00	\$4,755.82	25.24%
001-42120-51164	INSURANCE(CCI/CO-OP)	\$94,077.00	\$5,843.34	\$23,711.27	\$0.00	\$70,365.73	25.20%
001-42120-51165	INSURANCE (DENTAL)	\$4,941.90	\$264.59	\$1,058.36	\$0.00	\$3,883.54	21.42%
001-42120-51168	INSURANCE (LIFE)	\$291.36	\$0.00	\$0.00	\$0.00	\$291.36	
001-42120-51210	OFFICE SUPPLIES	\$1,750.00	\$0.00	\$106.95	\$0.00	\$1,643.05	6.11%
001-42120-51220	OPERATING SUPPLIES	\$16,000.00	\$0.00	\$2,473.49	\$0.00	\$13,526.51	15.46%
001-42120-51310	PROFESSIONAL SERVICES	\$10,000.00	\$0.00	\$2,074.96	\$0.00	\$7,925.04	20.75%
001-42120-51311	SEWER/WATER/TRASH	\$2,000.00	\$0.00	\$780.71	\$0.00	\$1,219.29	39.04%
001-42120-51313	MEALS	\$75,000.00	\$0.00	\$23,058.58	\$0.00	\$51,941.42	30.74%
001-42120-51321	TELEPHONE	\$3,000.00	\$380.77	\$1,774.68	\$0.00	\$1,225.32	59.16%
001-42120-51336	DEPARTMENT UNIFORMS/EQUI	\$3,000.00	\$0.00	\$19.79	\$0.00	\$2,980.21	.66%
001-42120-51363	PRISONER HOUSING OTHER AG	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	JAIL						
001-42120-51370	UTILITIES	\$45,000.00	\$3,499.28	\$12,641.25	\$0.00	\$32,358.75	28.09%
001-42120-51380	JAIL REPAIRS	\$15,000.00	\$459.82	\$4,506.81	\$0.00	\$10,493.19	30.05%
001-42120-51381	REPAIRS/REMODELING	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-42120-51393	TRAINING	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-42120-51500	EQUIPMENT	\$5,000.00	\$0.00	\$698.90	\$0.00	\$4,301.10	13.98%
001-42120-51597	INTERNET SERVICE	\$1,600.00	\$120.20	\$437.57	\$0.00	\$1,162.43	27.35%
001-42120-51602	COMMISSARY	\$10,000.00	\$0.00	\$1,748.47	\$0.00	\$8,251.53	17.48%
001-42120-51814	LEASE AGREEMENT	\$3,000.00	\$0.00	\$531.90	\$0.00	\$2,468.10	17.73%
001-42120-51932	INMATE TRANSPORTS	\$15,000.00	\$0.00	\$2,637.88	\$0.00	\$12,362.12	17.59%
001-42120-51933	JAIL BEHAVIORAL HEALTH/MAT	\$180,000.00	\$1,713.32	\$30,899.38	\$0.00	\$149,100.62	17.17%
001-42120-51934	INMATE MEDICATIONS	\$15,000.00	\$0.00	\$302.90	\$0.00	\$14,697.10	2.02%
001-42120-51935	MEDICAL SERVICES	\$20,000.00	\$0.00	\$60.00	\$0.00	\$19,940.00	.30%
	Subtotal JAIL:	\$1,005,431.15	\$52,516.17	\$237,100.33	\$0.00	\$768,330.82	23.58%
	CORONER						
001-42130-51100	SALARIES (OFF)	\$28,211.04	\$2,170.08	\$8,680.32	\$0.00	\$19,530.72	30.77%
001-42130-51160	OASI (OFF)	\$1,749.09	\$109.95	\$452.71	\$0.00	\$1,296.38	25.88%
001-42130-51164	INSURANCE(CCI/CO-OP)	\$18,387.00	\$1,250.58	\$5,089.12	\$0.00	\$13,297.88	27.68%
001-42130-51165	INSURANCE (DENTAL)	\$930.60	\$59.66	\$238.64	\$0.00	\$691.96	25.64%
001-42130-51168	INSURANCE (LIFE)	\$26.40	\$0.00	\$0.00	\$0.00	\$26.40	
001-42130-51172	MEDICARE (OFF)	\$409.07	\$25.71	\$105.86	\$0.00	\$303.21	25.88%
001-42130-51210	OFFICE SUPPLIES	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	
001-42130-51220	OPERATING SUPPLIES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-42130-51310	PROFESSIONAL SERVICES	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	
001-42130-51315	AUTOPSIES	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	
001-42130-51321	TELEPHONE	\$840.00	\$85.76	\$344.88	\$0.00	\$495.12	41.06%
001-42130-51322	POSTAGE	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	
001-42130-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$0.00	\$186.93	\$0.00	\$2,813.07	6.23%
001-42130-51335	FUEL REIMBURSEMENT	\$3,360.00	\$0.00	\$0.00	\$0.00	\$3,360.00	
001-42130-51350	PRINTING	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00	

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	CORONER						
001-42130-51380	REPAIRS/MAINTENANCE	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	
001-42130-51420	DUES & MEETINGS	\$3,200.00	\$0.00	\$1,716.00	\$0.00	\$1,484.00	53.62%
001-42130-51441	INVESTIGATION	\$12,000.00	\$0.00	\$2,116.00	\$0.00	\$9,884.00	17.63%
001-42130-51457	CELLULAR SERVICE	\$900.00	\$51.06	\$345.34	\$0.00	\$554.66	38.37%
001-42130-51488	DECEASED TRANSPORT	\$5,800.00	\$0.00	\$900.00	\$0.00	\$4,900.00	15.52%
001-42130-51544	BURIAL	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
	Subtotal CORONER:	\$116,563.20	\$3,752.80	\$20,175.80	\$0.00	\$96,387.40	17.31%
	SEARCH AND RESCUE						
001-42135-51210	OFFICE SUPPLIES	\$3,000.00	\$0.00	\$1,664.85	\$0.00	\$1,335.15	55.49%
001-42135-51309	COMMUNICATIONS/PAGE OUT	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	
001-42135-51342	VOLUNTEER STIPENDS	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	
001-42135-51420	DUES (S&R MEMBERSHIP)	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	
001-42135-51931	MAPPING	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
001-42135-51935	MEDICAL ADVISOR	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	
	Subtotal SEARCH AND RESCUE:	\$25,700.00	\$0.00	\$1,664.85	\$0.00	\$24,035.15	6.48%
	LAW ENFORCEMENT ASSISTANCE						
001-42140-51426	INTOXILYZER	\$500.00	\$0.00	\$305.00	\$0.00	\$195.00	61.00%
	Subtotal LAW ENFORCEMENT ASSISTANCE:	\$500.00	\$0.00	\$305.00	\$0.00	\$195.00	61.00%
	HEALTH DEPARTMENT						
001-44110-51316	HEALTH PAYMENTS	\$210,000.00	\$0.00	\$39,000.00	\$0.00	\$171,000.00	18.57%
	Subtotal HEALTH DEPARTMENT:	\$210,000.00	\$0.00	\$39,000.00	\$0.00	\$171,000.00	18.57%
	TRANSFER TO OTHER FUNDS						
001-45200-52100	TABOR RESERVE	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
	Subtotal TRANSFER TO OTHER FUNDS:	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	0.00%
	CSU COOPERATIVE EXTENSION						
001-46100-51210	OFFICE SUPPLIES	\$1,000.00	\$0.00	\$121.20	\$0.00	\$878.80	12.12%
001-46100-51321	TELEPHONE	\$2,000.00	\$85.75	\$344.89	\$0.00	\$1,655.11	17.24%

Revenue and Expense Report

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AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	CSU COOPERATIVE EXTENSION						
001-46100-51330	TRAVEL & TRANSPORTATION	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	
001-46100-51342	CONTRACT PAY/NO BENEFITS	\$15,750.00	\$0.00	\$0.00	\$15,000.00	\$750.00	95.24%
	Subtotal CSU COOPERATIVE EXTENSION:	\$21,250.00	\$85.75	\$466.09	\$15,000.00	\$5,783.91	72.78%
	AIRPORT						
001-46400-51220	OPERATING SUPPLIES	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	
001-46400-51301	PROPERTY & CASUALTY INS.	\$4,000.00	\$0.00	\$3,608.00	\$0.00	\$392.00	90.20%
001-46400-51310	PROFESSIONAL SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-46400-51311	SEWER/WATER/TRASH	\$800.00	\$0.00	\$650.00	\$0.00	\$150.00	81.25%
001-46400-51321	TELEPHONE	\$900.00	\$92.20	\$770.82	\$0.00	\$129.18	85.65%
001-46400-51333	AVIATION FUEL	\$100,000.00	\$37,461.93	\$37,461.93	\$0.00	\$62,538.07	37.46%
001-46400-51370	UTILITIES	\$5,500.00	\$590.82	\$3,057.01	\$0.00	\$2,442.99	55.58%
001-46400-51380	REPAIRS/MAINTENANCE	\$5,000.00	\$0.00	\$240.39	\$0.00	\$4,759.61	4.81%
001-46400-51381	REPAIRS/REMODELING	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	
001-46400-51383	MAINTENANCE CONTRACT	\$14,000.00	\$0.00	\$0.00	\$0.00	\$14,000.00	
001-46400-51457	CELLULAR SERVICE	\$450.00	\$70.63	\$216.84	\$0.00	\$233.16	48.19%
001-46400-51742	CREDIT CARD FEES	\$200.00	\$0.00	\$18.43	\$0.00	\$181.57	9.22%
001-46400-51815	EQUIPMENT REPAIRS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
	Subtotal AIRPORT:	\$134,400.00	\$38,215.58	\$46,023.42	\$0.00	\$88,376.58	34.24%
	VETERANS						
001-46700-51110	SALARIES (EMP)	\$0.00	\$0.00	\$1,253.00	\$0.00	(\$1,253.00)	
001-46700-51161	OASI (EMP)	\$0.00	\$0.00	\$77.68	\$0.00	(\$77.68)	
001-46700-51162	MEDICARE (EMP)	\$0.00	\$0.00	\$18.16	\$0.00	(\$18.16)	
001-46700-51457	CELLULAR PHONE SERVICE	\$0.00	\$45.68	\$182.84	\$0.00	(\$182.84)	
001-46700-51601	VETERANS TRANSPORTATION	\$0.00	\$0.00	\$216.00	\$0.00	(\$216.00)	
	Subtotal VETERANS:	\$0.00	\$45.68	\$1,747.68	\$0.00	(\$1,747.68)	0.00%
	ADMINISTRATION						
001-47900-51100	SALARIES (OFF)	\$184,751.12	\$14,211.64	\$56,846.56	\$0.00	\$127,904.56	30.77%
001-47900-51110	SALARIES (EMP)	\$292,400.00	\$21,387.58	\$90,697.65	\$0.00	\$201,702.35	31.02%

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	ADMINISTRATION						
001-47900-51160	OASI (OFF)	\$11,454.57	\$0.00	\$0.00	\$0.00	\$11,454.57	
001-47900-51161	OASI (EMP)	\$18,128.80	\$2,107.56	\$8,802.43	\$0.00	\$9,326.37	48.55%
001-47900-51162	MEDICARE (EMP)	\$4,239.80	\$492.89	\$2,058.60	\$0.00	\$2,181.20	48.55%
001-47900-51164	INSURANCE(CCI/CO-OP)	\$58,302.00	\$5,459.28	\$24,631.30	\$0.00	\$33,670.70	42.25%
001-47900-51165	INSURANCE (DENTAL)	\$3,080.70	\$316.52	\$1,325.74	\$0.00	\$1,754.96	43.03%
001-47900-51168	INSURANCE (LIFE)	\$202.44	\$0.00	\$0.00	\$0.00	\$202.44	
001-47900-51172	MEDICARE (OFF)	\$2,678.90	\$0.00	\$0.00	\$0.00	\$2,678.90	
001-47900-51210	OFFICE SUPPLIES	\$5,000.00	\$70.45	\$1,194.16	\$0.00	\$3,805.84	23.88%
001-47900-51310	PROFESSIONAL SERVICES	\$20,000.00	\$0.00	\$0.00	\$19,454.00	\$546.00	97.27%
001-47900-51321	TELEPHONE	\$10,000.00	\$1,082.41	\$4,295.68	\$0.00	\$5,704.32	42.96%
001-47900-51330	TRAVEL & TRANSPORTATION	\$4,000.00	\$0.00	\$201.01	\$0.00	\$3,798.99	5.03%
001-47900-51335	FUEL REIMBURSEMENT	\$850.00	\$0.00	\$35.36	\$0.00	\$814.64	4.16%
001-47900-51339	DUES & MEETINGS	\$10,000.00	\$0.00	\$13,010.02	\$0.00	(\$3,010.02)	130.10%
001-47900-51350	PRINTING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-47900-51380	REPAIRS/MAINTENANCE	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	
001-47900-51393	TRAINING	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-47900-51420	DUES & MEETINGS/CCI	\$15,000.00	\$0.00	\$12,760.00	\$0.00	\$2,240.00	85.07%
001-47900-51457	CELLULAR PHONE SERVICE	\$780.00	\$40.68	\$282.84	\$0.00	\$497.16	36.26%
001-47900-51618	CONTINGENCY	\$5,000.00	\$0.00	\$195.96	\$0.00	\$4,804.04	3.92%
001-47900-51680	COMPUTER/IT	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-47900-51814	LEASE AGREEMENT	\$16,250.00	\$0.00	\$0.00	\$0.00	\$16,250.00	
	Subtotal ADMINISTRATION:	\$666,818.33	\$45,169.01	\$216,337.31	\$19,454.00	\$431,027.02	35.36%
	IT/GIS DEPARTMENT						
001-49500-51110	SALARIES (EMP)	\$60,000.00	\$4,769.24	\$27,782.11	\$0.00	\$32,217.89	46.30%
001-49500-51161	OASI (EMP)	\$3,720.00	\$281.65	\$1,673.95	\$0.00	\$2,046.05	45.00%
001-49500-51162	MEDICARE (EMP)	\$870.00	\$65.87	\$391.49	\$0.00	\$478.51	45.00%
001-49500-51164	INSURANCE(CCI/CO-OP)	\$18,387.00	\$1,250.58	\$6,999.33	\$0.00	\$11,387.67	38.07%
001-49500-51165	INSURANCE (DENTAL)	\$930.60	\$59.66	\$298.46	\$0.00	\$632.14	32.07%
001-49500-51168	INSURANCE (LIFE)	\$26.40	\$0.00	\$0.00	\$0.00	\$26.40	

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	IT/GIS DEPARTMENT						
001-49500-51210	OFFICE SUPPLIES	\$500.00	\$493.08	\$493.08	\$0.00	\$6.92	98.62%
001-49500-51310	PROFESSIONAL SERVICES	\$50,000.00	\$0.00	\$0.00	\$23,366.32	\$26,633.68	46.73%
001-49500-51457	CELLULAR SERVICE	\$650.00	\$0.00	\$120.00	\$0.00	\$530.00	18.46%
001-49500-51465	COMPUTER REPLACEMENT	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	
001-49500-51680	COMPUTER/IT	\$7,500.00	\$1,515.46	\$2,299.09	\$0.00	\$5,200.91	30.65%
	Subtotal IT/GIS DEPARTMENT:	\$150,084.00	\$8,435.54	\$40,057.51	\$23,366.32	\$86,660.17	42.26%
	PARKS AND RECREATION						
001-50100-51110	SALARIES (EMP)	\$98,080.00	\$7,351.69	\$29,575.49	\$0.00	\$68,504.51	30.15%
001-50100-51161	OASI (EMP)	\$6,080.96	\$445.29	\$1,797.18	\$0.00	\$4,283.78	29.55%
001-50100-51162	MEDICARE (EMP)	\$1,422.16	\$104.14	\$420.32	\$0.00	\$1,001.84	29.56%
001-50100-51164	IINSURANCE(CCI/CO-OP)	\$14,967.00	\$667.66	\$2,859.88	\$0.00	\$12,107.12	19.11%
001-50100-51165	INSURANCE (DENTAL)	\$715.50	\$29.91	\$119.64	\$0.00	\$595.86	16.72%
001-50100-51168	INSURANCE (LIFE)	\$39.84	\$0.00	\$0.00	\$0.00	\$39.84	
001-50100-51210	OFFICE SUPPLIES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51220	OPERATING SUPPLIES	\$5,000.00	\$434.10	\$704.06	\$3,000.00	\$1,295.94	74.08%
001-50100-51310	PROFESSIONAL SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51311	SEWER/WATER/TRASH	\$0.00	\$0.00	\$150.00	\$0.00	(\$150.00)	
001-50100-51321	TELEPHONE	\$500.00	\$240.54	\$240.54	\$0.00	\$259.46	48.11%
001-50100-51330	TRAVEL & TRANSPORTATION	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-50100-51335	FUEL REIMBURSEMENT	\$1,000.00	\$0.00	\$34.08	\$0.00	\$965.92	3.41%
001-50100-51339	DUES AND MEETINGS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51340	DEPOSIT REFUNDS WALSENBU	\$4,000.00	\$0.00	\$900.00	\$0.00	\$3,100.00	22.50%
001-50100-51350	PRINTING	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51370	UTILITIES	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-50100-51380	REPAIRS/MAINTENANCE	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	
001-50100-51457	CELLULAR SERVICE	\$1,440.00	\$0.00	\$120.00	\$0.00	\$1,320.00	8.33%
001-50100-51719	OPERATING SOFTWARE	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	
001-50100-51889	DEPOSIT REFUND GARDNER C	\$1,500.00	\$0.00	\$150.00	\$0.00	\$1,350.00	10.00%
001-50100-51892	ADULT RECREATION	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	

Revenue and Expense Report

Huerfano County

Item 8o.

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	GENERAL FUND						
	EXPENDITURES						
	PARKS AND RECREATION						
001-50100-51893	YOUTH RECREATION	\$0.00	\$0.00	\$298.00	\$0.00	(\$298.00)	
	Subtotal PARKS AND RECREATION:	\$159,245.46	\$9,273.33	\$37,369.19	\$3,000.00	\$118,876.27	25.35%
	JUDICIAL CENTER						
001-50200-51310	PROFESSIONAL SERVICES	\$39,000.00	\$0.00	\$8,529.99	\$24,000.00	\$6,470.01	83.41%
001-50200-51665	COURT SECURITY GRANT	\$0.00	\$0.00	\$0.00	\$111,937.67	(\$111,937.67)	
001-50200-51820	JUDICIAL CENTER MAINTENANC	\$0.00	\$0.00	\$250.00	\$5,307.60	(\$5,557.60)	
001-50200-51840	PRINCIPAL ON DEBT SERVICE	\$280,000.00	\$0.00	\$0.00	\$0.00	\$280,000.00	
001-50200-51841	INTEREST ON DEBT SERVICE	\$309,000.00	\$0.00	\$0.00	\$0.00	\$309,000.00	
001-50200-51845	BOND TRUSTEE FEE (NJC)	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-50200-51847	JUDICIAL CENTER SUPPLIES	\$600.00	\$0.00	\$264.40	\$0.00	\$335.60	44.07%
001-50200-51853	UTILITIES JUDICIAL	\$35,000.00	\$2,907.43	\$10,711.77	\$0.00	\$24,288.23	30.61%
001-50200-51854	TELEPHONE JUDICIAL	\$6,000.00	\$614.48	\$2,190.33	\$0.00	\$3,809.67	36.51%
001-50200-52000	CAPITAL OUTLAY	\$72,000.00	\$0.00	\$0.00	\$0.00	\$72,000.00	
	Subtotal JUDICIAL CENTER:	\$742,100.00	\$3,521.91	\$21,946.49	\$141,245.27	\$578,908.24	21.99%
	ECONOMIC DEVELOPMENT						
001-50500-51110	SALARIES (EMP)	\$0.00	\$0.00	\$7,096.17	\$0.00	(\$7,096.17)	
001-50500-51161	OASI (EMP)	\$0.00	\$0.00	\$439.96	\$0.00	(\$439.96)	
001-50500-51162	MEDICARE (EMP)	\$0.00	\$0.00	\$102.89	\$0.00	(\$102.89)	
001-50500-51164	INSURANCE(CCI/CO-OP)	\$0.00	\$0.00	\$1,333.84	\$0.00	(\$1,333.84)	
001-50500-51165	INSURANCE (DENTAL)	\$0.00	\$0.00	\$29.91	\$0.00	(\$29.91)	
	Subtotal ECONOMIC DEVELOPMENT:	\$0.00	\$0.00	\$9,002.77	\$0.00	(\$9,002.77)	0.00%
	TOTAL EXPENDITURES - :	\$7,988,258.94	\$429,922.62	\$2,386,813.87	\$252,395.78	\$5,349,049.29	33.04%
	YTD Revenue Less Expenses : GENERAL FUND			(\$2,386,813.87)			

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
002	ROAD & BRIDGE FUND						
	EXPENDITURES						
	R/B APPORTIONMENTS TO MUNIC.						
002-43000-51516	MUNICIPAL APPORTIONS	\$1,605.38	\$658.73	\$708.69	\$0.00	\$896.69	44.14%
	Subtotal R/B APPORTIONMENTS TO MUNIC.:	\$1,605.38	\$658.73	\$708.69	\$0.00	\$896.69	44.14%
	R/B MAINTENANCE OF CONDITION						
002-43040-51392	RENTAL OF EQUIP/FIXTURES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
002-43040-51501	GRAVEL/SAND/SALT	\$27,000.00	\$0.00	\$1,832.34	\$0.00	\$25,167.66	6.79%
002-43040-51502	ROAD OIL & ASPHALT	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	
002-43040-51503	CULVERTS AND LUMBER	\$30,000.00	\$0.00	\$50.22	\$0.00	\$29,949.78	.17%
002-43040-51504	GAS, FUEL AND OIL	\$300,000.00	\$0.00	\$36,396.44	\$0.00	\$263,603.56	12.13%
002-43040-51505	TIRES AND TUBES	\$55,000.00	\$0.00	\$1,519.81	\$0.00	\$53,480.19	2.76%
002-43040-51506	PARTS	\$116,526.62	\$196.46	\$9,486.94	\$4,842.30	\$102,197.38	12.30%
002-43040-51507	CONTRACTED REPAIRS	\$79,447.91	\$0.00	\$3,961.41	\$0.00	\$75,486.50	4.99%
002-43040-51508	GRADER BLADES	\$20,000.00	\$0.00	\$19,264.00	\$0.00	\$736.00	96.32%
002-43040-51509	EASEMENTS	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	100.00%
002-43040-51532	MAGNESIUM CHLORIDE MGCL2	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
002-43040-51561	LIVESTOCK FENCE	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00	
002-43040-51652	CATTLE GUARDS	\$12,000.00	\$0.00	\$0.00	\$1,165.20	\$10,834.80	9.71%
002-43040-51659	CHAINS	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	
002-43040-51693	EQUIP/MAINTENANCE PROGRA	\$3,000.00	\$0.00	\$1,420.00	\$0.00	\$1,580.00	47.33%
002-43040-51711	PRINCIPAL ON LEASE PURCHAS	\$32,000.00	\$0.00	\$0.00	\$0.00	\$32,000.00	
002-43040-51712	INTEREST ON LEASE PURCHAS	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	
002-43040-51885	VEHICLE TRACKING	\$7,600.00	\$667.90	\$2,671.60	\$0.00	\$4,928.40	35.15%
002-43040-52000	CAPITAL OUTLAY	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	
	Subtotal R/B MAINTENANCE OF CONDITION:	\$828,624.53	\$864.36	\$78,602.76	\$6,007.50	\$744,014.27	10.21%
	R/B ADMINISTRATION						
002-43080-51110	SALARIES (EMP)	\$865,966.66	\$58,419.62	\$236,210.08	\$0.00	\$629,756.58	27.28%
002-43080-51161	OASI (EMP)	\$53,689.94	\$3,322.76	\$13,630.21	\$0.00	\$40,059.73	25.39%
002-43080-51162	MEDICARE (EMP)	\$12,556.52	\$777.09	\$3,187.69	\$0.00	\$9,368.83	25.39%

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
002	ROAD & BRIDGE FUND						
	EXPENDITURES						
	R/B ADMINISTRATION						
002-43080-51164	INSURANCE(CCI/CO-OP)	\$265,266.00	\$17,353.08	\$72,465.38	\$0.00	\$192,800.62	27.32%
002-43080-51165	INSURANCE (DENTAL)	\$13,030.65	\$835.81	\$3,396.94	\$0.00	\$9,633.71	26.07%
002-43080-51168	INSURANCE (LIFE)	\$488.14	\$0.00	\$0.00	\$0.00	\$488.14	
002-43080-51220	OPERATING SUPPLIES	\$15,000.00	\$52.46	\$2,516.32	\$0.00	\$12,483.68	16.78%
002-43080-51301	PROP & CASUALTY INSURANCE	\$110,000.00	\$0.00	\$100,660.20	\$0.00	\$9,339.80	91.51%
002-43080-51303	AUDITOR	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	100.00%
002-43080-51309	COMMUNICATIONS	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
002-43080-51310	PROFESSIONAL SERVICES	\$5,000.00	\$323.52	\$2,544.30	\$0.00	\$2,455.70	50.89%
002-43080-51311	SEWER/WATER/TRASH	\$3,900.00	\$68.00	\$901.00	\$0.00	\$2,999.00	23.10%
002-43080-51320	TREASURER FEE	\$21,000.00	\$1,697.87	\$6,210.64	\$0.00	\$14,789.36	29.57%
002-43080-51321	TELEPHONE	\$4,200.00	\$256.57	\$1,400.68	\$0.00	\$2,799.32	33.35%
002-43080-51330	TRAVEL & TRANSPORTATION	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
002-43080-51336	DEPARTMENT UNIFORMS	\$600.00	\$0.00	\$300.00	\$0.00	\$300.00	50.00%
002-43080-51370	UTILITIES	\$25,000.00	\$1,847.67	\$9,094.30	\$0.00	\$15,905.70	36.38%
002-43080-51381	REPAIRS/REMODELING	\$2,000.00	\$0.00	\$7,187.49	\$0.00	(\$5,187.49)	359.37%
002-43080-51393	TRAINING	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
002-43080-51446	CWCP	\$50,000.00	\$0.00	\$51,255.00	\$0.00	(\$1,255.00)	102.51%
002-43080-51447	UNEMPLOYMENT TAX	\$1,873.00	\$411.57	\$830.50	\$0.00	\$1,042.50	44.34%
002-43080-51457	CELLULAR SERVICE	\$2,400.00	\$136.92	\$788.01	\$0.00	\$1,611.99	32.83%
002-43080-51540	DRUG TESTING	\$2,500.00	\$0.00	\$21.50	\$0.00	\$2,478.50	.86%
002-43080-51598	SIGNS	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
	Subtotal R/B ADMINISTRATION:	\$1,474,970.91	\$85,502.94	\$512,600.24	\$5,000.00	\$957,370.67	35.09%
	WEED DEPARTMENT						
002-50400-51110	SALARIES (EMP)	\$74,213.60	\$3,961.54	\$15,846.16	\$0.00	\$58,367.44	21.35%
002-50400-51161	OASI (EMP)	\$4,601.25	\$225.53	\$912.97	\$0.00	\$3,688.28	19.84%
002-50400-51162	MEDICARE (EMP)	\$1,076.10	\$52.75	\$213.53	\$0.00	\$862.57	19.84%
002-50400-51164	INSURANCE(CCI/CO-OP)	\$18,387.00	\$1,535.58	\$6,300.78	\$0.00	\$12,086.22	34.27%
002-50400-51165	INSURANCE (DENTAL)	\$930.60	\$77.56	\$310.24	\$0.00	\$620.36	33.34%
002-50400-51168	INSURANCE (LIFE)	\$26.40	\$0.00	\$0.00	\$0.00	\$26.40	

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
002	<u>ROAD & BRIDGE FUND</u>						
	<u>EXPENDITURES</u>						
	<u>WEED DEPARTMENT</u>						
002-50400-51210	OFFICE SUPPLIES	\$400.00	\$0.00	\$29.99	\$0.00	\$370.01	7.50%
002-50400-51336	DEPARTMENT UNIFORMS	\$250.00	\$173.33	\$173.33	\$0.00	\$76.67	69.33%
002-50400-51380	REPAIRS & MAINTENANCE VEHI	\$2,500.00	\$292.39	\$356.30	\$0.00	\$2,143.70	14.25%
002-50400-51393	TRAINING	\$600.00	\$0.00	\$269.44	\$0.00	\$330.56	44.91%
002-50400-51420	DUES & MEETINGS	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	
002-50400-51500	EQUIPMENT	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
002-50400-51553	HERBICIDES/STATE & CO ROW	\$6,000.00	\$0.00	\$2,584.04	\$0.00	\$3,415.96	43.07%
002-50400-51821	CDA NOXIOUS WEED GRANT	\$20,174.00	\$0.00	\$0.00	\$0.00	\$20,174.00	
002-50400-51823	LICENSE FEE	\$390.00	\$0.00	\$0.00	\$0.00	\$390.00	
002-50400-51863	2021 COST SHARE PRGRM NOX	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
002-50400-51931	COMMUNICATION/MAPPING	\$650.00	\$0.00	\$0.00	\$0.00	\$650.00	
	Subtotal WEED DEPARTMENT:	\$136,298.95	\$6,318.68	\$26,996.78	\$0.00	\$109,302.17	19.81%
	TOTAL EXPENDITURES - :	\$2,441,499.77	\$93,344.71	\$618,908.47	\$11,007.50	\$1,811,583.80	25.80%
	YTD Revenue Less Expenses : ROAD & BRIDGE FUND			(\$618,908.47)			

Revenue and Expense Report

Huerfano County

Item 80.

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
003	LODGING TAX TOURISM FUND						
	EXPENDITURES						
	LODGING TAX TOURISM						
003-48700-51210	OFFICE SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
003-48700-51304	ADVERTISING AND PROMOTION	\$109,740.00	\$492.00	\$9,834.88	\$0.00	\$99,905.12	8.96%
003-48700-51320	TREASURER FEE	\$2,550.00	\$0.00	\$322.69	\$0.00	\$2,227.31	12.65%
	Subtotal LODGING TAX TOURISM:	\$112,790.00	\$492.00	\$10,157.57	\$0.00	\$102,632.43	9.01%
	TOTAL EXPENDITURES - :	\$112,790.00	\$492.00	\$10,157.57	\$0.00	\$102,632.43	9.01%
	YTD Revenue Less Expenses : LODGING TAX TOURISM FUND			(\$10,157.57)			

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
004	SPECIAL PROJECT FUND						
	<u>EXPENDITURES</u>						
	SPECIAL PROJECT FUND						
004-45100-51667	COG HOUSING GRANT	\$153,768.00	\$0.00	\$0.00	\$0.00	\$153,768.00	
004-45100-51711	PRINCIPAL ON LEASE PURCHAS	\$132,960.00	\$0.00	\$0.00	\$0.00	\$132,960.00	
004-45100-51712	INTEREST ON LEASE PURCHAS	\$26,582.00	\$0.00	\$0.00	\$0.00	\$26,582.00	
004-45100-51728	COURTHOUSE REHAB PHASE 1	\$358,410.29	\$0.00	(\$28,533.60)	\$331,219.29	\$55,724.60	84.45%
004-45100-51735	NON CAPITAL OUTLAY	\$52,568.00	\$0.00	\$11,066.82	\$1,500.00	\$40,001.18	23.91%
004-45100-51819	LEASE PAYMENT	\$140,000.00	\$5,790.00	\$22,226.18	\$0.00	\$117,773.82	15.88%
004-45100-51849	FOX THEATRE WLSB CAP IMP P	\$714,295.00	\$0.00	\$156,821.24	\$0.00	\$557,473.76	21.95%
004-45100-51850	DISPATCH CONSTRUCTION RES	\$883,447.00	\$0.00	\$0.00	\$121,990.00	\$761,457.00	13.81%
004-45100-51851	COMPREHENSIVE PLAN GRANT	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	
004-45100-51852	INDUSTRIAL PARK CAP PRGM	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
004-45100-51881	DOLA REDI GRANT	\$84,852.14	\$0.00	\$0.00	\$84,852.14	\$0.00	100.00%
004-45100-51882	CDOT HUERFANO RIVER BRIDG	\$540,409.74	\$0.00	\$0.00	\$0.00	\$540,409.74	
004-45100-51884	FAA DEN-ADO AIRPORT IMPRO	\$564.57	\$0.00	\$0.00	\$0.00	\$564.57	
004-45100-51899	DOLA ADMIN PLANNING GRANT	\$0.00	\$0.00	\$480.00	\$0.00	(\$480.00)	
004-45100-51900	CDOT MMOF GRANT - CUCHARA	\$510,866.40	\$0.00	\$16,078.00	\$110,343.90	\$384,444.50	24.75%
004-45100-51901	CDOT MMOF GRANT - GARDNE	\$160,156.30	\$0.00	\$0.00	\$58,242.40	\$101,913.90	36.37%
004-45100-51904	AIRPORT MASTER PLAN	\$408,726.45	\$0.00	\$0.00	\$212,845.35	\$195,881.10	52.08%
004-45100-51907	RETAIL POP-UP EDA GRANT EX	\$165,000.00	\$0.00	(\$15,974.18)	\$0.00	\$180,974.18	-9.68%
004-45100-51909	LATCF - LOCAL ASST. & TRIBAL	\$41,449.74	\$0.00	(\$463,752.94)	\$8,829.67	\$496,373.01	-1097.53%
004-45100-51912	EPC- EIAF GRANT	\$0.00	\$0.00	\$236,854.81	\$0.00	(\$236,854.81)	
004-45100-51916	UNDERFUNDED COURTHOUSE-	\$33,284.75	\$0.00	\$0.00	\$14,338.00	\$18,946.75	43.08%
004-45100-51920	DOLA INNOVATIVE HOUSING(IH	\$53,357.00	\$0.00	\$0.00	\$0.00	\$53,357.00	
004-45100-51936	WALSENBURG RIVERWALK	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
004-45100-52000	CAPITAL OUTLAY	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
	Subtotal SPECIAL PROJECT FUND:	\$4,820,697.38	\$5,790.00	(\$64,733.67)	\$944,160.75	\$3,941,270.30	18.24%
	TOTAL EXPENDITURES - :	\$4,820,697.38	\$5,790.00	(\$64,733.67)	\$944,160.75	\$3,941,270.30	18.24%

Revenue and Expense Report

Huerfano County

Item 8o.

YEAR : 2024 PERIOD : 4 FUND: 001, 002,
003, 004, 005, 008,
010, 011, 050, 051,
052, 062, 068, 069,
070, 071, 072

DEPT: All

SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
004	<u>SPECIAL PROJECT FUND</u>						
	YTD Revenue Less Expenses : SPECIAL PROJECT FUND			\$64,733.67			

Preliminary and Unbalanced

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072
 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
005	<u>RETIREMENT FUND</u>						
	<u>EXPENDITURES</u>						
	<u>RETIREMENT</u>						
005-46800-51320	TREASURER FEE	\$5,000.00	\$1,235.37	\$2,693.65	\$0.00	\$2,306.35	53.87%
005-46800-51344	CONTRIBUTIONS (RET)	\$225,104.61	\$13,516.18	\$51,181.23	\$0.00	\$173,923.38	22.74%
	Subtotal RETIREMENT:	\$230,104.61	\$14,751.55	\$53,874.88	\$0.00	\$176,229.73	23.41%
	TOTAL EXPENDITURES - :	\$230,104.61	\$14,751.55	\$53,874.88	\$0.00	\$176,229.73	23.41%
	YTD Revenue Less Expenses : RETIREMENT FUND			(\$53,874.88)			

Revenue and Expense Report

Huerfano County

Item 8o.

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
008	<u>CONTINGENCY FUND</u>						
	<u>EXPENDITURES</u>						
	<u>CONTINGENT</u>						
008-47000-52200	CONTINGENCY RESERVE	\$237,960.00	\$0.00	\$0.00	\$0.00	\$237,960.00	
	Subtotal CONTINGENT:	\$237,960.00	\$0.00	\$0.00	\$0.00	\$237,960.00	0.00%
	TOTAL EXPENDITURES - :	\$237,960.00	\$0.00	\$0.00	\$0.00	\$237,960.00	0.00%
	YTD Revenue Less Expenses : CONTINGENCY FUND			\$0.00			

Preliminary and Unbalanced

Revenue and Expense Report

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AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
010	<u>PARKS AND RECREATION</u>						
	<u>EXPENDITURES</u>						
	<u>PARKS AND RECREATION</u>						
010-50100-51447	UNEMPLOYMENT TAX	\$0.00	\$0.00	\$54.25	\$0.00	(\$54.25)	
010-50100-51893	YOUTH RECREATION	\$0.00	\$0.00	\$398.14	\$0.00	(\$398.14)	
	Subtotal PARKS AND RECREATION:	\$0.00	\$0.00	\$452.39	\$0.00	(\$452.39)	0.00%
	TOTAL EXPENDITURES - :	\$0.00	\$0.00	\$452.39	\$0.00	(\$452.39)	0.00%
	YTD Revenue Less Expenses : PARKS AND RECREATION			(\$452.39)			

Preliminary and Unbalanced

Revenue and Expense Report

Huerfano County

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AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
011	HUERF CO HOUSING AUTHORITY						
	EXPENDITURES						
	HOUSING AUTHORITY						
011-50300-51310	PROFESSIONAL SERVICES	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	
	Subtotal HOUSING AUTHORITY:	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.00%
	TOTAL EXPENDITURES - :	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.00%
	YTD Revenue Less Expenses : HUERF CO HOUSING AUTHORITY			\$0.00			

Preliminary and Unbalanced

Revenue and Expense Report

Huerfano County

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AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
050	CONSERVATION TRUST FUND						
	EXPENDITURES						
	CONSERVATION TRUST						
050-47100-51342	CONTRACT PAY/NO BENEFITS	\$18,000.00	\$0.00	\$969.00	\$0.00	\$17,031.00	5.38%
050-47100-51547	(G) RODEO ARENA	\$12,000.00	\$0.00	\$0.00	\$9,500.00	\$2,500.00	79.17%
050-47100-51939	Transfer to Other Entities	\$0.00	\$0.00	\$5,000.00	\$0.00	(\$5,000.00)	
	Subtotal CONSERVATION TRUST:	\$30,000.00	\$0.00	\$5,969.00	\$9,500.00	\$14,531.00	51.56%
	TOTAL EXPENDITURES - :	\$30,000.00	\$0.00	\$5,969.00	\$9,500.00	\$14,531.00	51.56%
	YTD Revenue Less Expenses : CONSERVATION TRUST FUND			(\$5,969.00)			

Preliminary and Unbalanced

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
051	<u>P.I.L.T.</u>						
	<u>EXPENDITURES</u>						
	<u>PILT</u>						
051-47200-51341	DUES (COG)	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	
051-47200-51347	TRANSFER TO CO GENERAL FU	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-51543	COUNTY FAIR	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
051-47200-51571	TRANSFER TO ROAD & BRIDGE	\$240,000.00	\$0.00	\$0.00	\$0.00	\$240,000.00	
051-47200-51617	TRANSFER TO CAP/OUTLAY FU	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-51781	ECONOMIC DEVELOPMENT	\$35,000.00	\$0.00	\$25,000.00	\$0.00	\$10,000.00	71.43%
051-47200-51858	COMMUNITY DEVELOPMENT	\$15,000.00	\$819.60	\$1,919.60	\$1,000.00	\$12,080.40	19.46%
051-47200-51876	TRANSFER TO: PARKS & REC F	\$0.00	\$0.00	\$0.00	\$2,970.23	(\$2,970.23)	
051-47200-51877	TRANSFER TO: HOUSING AUTH	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-51905	TRANSFER TO CONTINGENCY F	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-52000	CAPITAL OUTLAY	\$147,380.00	\$0.00	\$4,725.00	\$0.00	\$142,655.00	3.21%
	Subtotal PILT:	\$650,880.00	\$819.60	\$31,644.60	\$3,970.23	\$615,265.17	5.47%
	TOTAL EXPENDITURES - :	\$650,880.00	\$819.60	\$31,644.60	\$3,970.23	\$615,265.17	5.47%
				YTD Revenue Less Expenses : P.I.L.T.	(\$31,644.60)		

Revenue and Expense Report

Huerfano County

Item 8o.

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AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
062	FEDERAL FOREST PROJECT FUND						
	EXPENDITURES						
	FEDERAL FOREST PROJECT FUND						
062-48200-51498	SEARCH AND RESCUE	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	
062-48200-51805	TITLE III (FIREWISE PROGRAM)	\$59,819.00	\$0.00	\$169.09	\$0.00	\$59,649.91	.28%
	Subtotal FEDERAL FOREST PROJECT FUND:	\$89,819.00	\$0.00	\$169.09	\$0.00	\$89,649.91	0.19%
	TOTAL EXPENDITURES - :	\$89,819.00	\$0.00	\$169.09	\$0.00	\$89,649.91	0.19%
	YTD Revenue Less Expenses : FEDERAL FOREST PROJECT FUND			(\$169.09)			

Preliminary and Unbalanced

Revenue and Expense Report

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AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
068	WASTE TRANSFER ENTERPRISE						
	EXPENDITURES						
	WASTE TRANSFER STATION						
068-40800-51301	PROP & CASUALTY INS	\$0.00	\$0.00	\$6,710.68	\$0.00	(\$6,710.68)	
068-40800-51310	PROFESSIONAL SERVICES	\$30,000.00	\$0.00	\$0.00	(\$9,000.00)	\$39,000.00	-30.00%
068-40800-51320	TREASURER FEE	\$0.00	\$0.19	\$160.37	\$0.00	(\$160.37)	
068-40800-51335	FUEL REIMBURSEMENT	\$0.00	\$0.00	\$4,521.96	\$0.00	(\$4,521.96)	
068-40800-51347	TRANSFER TO CO GENERAL FU	\$15,558.00	\$0.00	\$0.00	\$0.00	\$15,558.00	
068-40800-51370	UTILITIES	\$0.00	\$405.72	\$1,783.09	\$0.00	(\$1,783.09)	
068-40800-51446	CWCP	\$0.00	\$0.00	\$3,862.00	\$0.00	(\$3,862.00)	
068-40800-51457	CELLULAR SERVICE	\$0.00	\$51.46	\$205.96	\$0.00	(\$205.96)	
068-40800-51651	TIPPING FEE	\$0.00	\$2,735.00	\$18,913.24	\$0.00	(\$18,913.24)	
068-40800-51896	Gift Card Purchases	\$0.00	\$45.00	\$1,714.77	\$0.00	(\$1,714.77)	
068-40800-51897	Refund Gift Cards WTS	\$0.00	\$888.34	\$1,121.02	\$0.00	(\$1,121.02)	
	Subtotal WASTE TRANSFER STATION:	\$45,558.00	\$4,125.71	\$38,993.09	(\$9,000.00)	\$15,564.91	65.83%
	TOTAL EXPENDITURES - :	\$45,558.00	\$4,125.71	\$38,993.09	(\$9,000.00)	\$15,564.91	65.83%
	YTD Revenue Less Expenses : WASTE TRANSFER ENTERPRISE			(\$38,993.09)			

Revenue and Expense Report

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AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
069	<u>EMERGENCY SERVICES FUND</u>						
	<u>EXPENDITURES</u>						
	<u>EMERGENCY MANAGEMENT</u>						
069-42100-51110	SALARIES (EMP)	\$128,150.08	\$9,730.94	\$38,923.76	\$0.00	\$89,226.32	30.37%
069-42100-51161	OASI (EMP)	\$7,945.31	\$533.13	\$2,168.73	\$0.00	\$5,776.58	27.30%
069-42100-51162	MEDICARE (EMP)	\$1,858.18	\$124.68	\$507.19	\$0.00	\$1,350.99	27.29%
069-42100-51164	INSURANCE(CCI/CO-OP)	\$26,370.00	\$2,203.24	\$9,032.96	\$0.00	\$17,337.04	34.25%
069-42100-51165	INSURANCE (DENTAL)	\$1,289.25	\$107.47	\$429.88	\$0.00	\$859.37	33.34%
069-42100-51168	INSURANCE (LIFE)	\$52.80	\$0.00	\$0.00	\$0.00	\$52.80	
069-42100-51210	OFFICE SUPPLIES	\$300.00	\$213.99	\$228.45	\$0.00	\$71.55	76.15%
069-42100-51220	OPERATING SUPPLIES	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
069-42100-51310	PROFESSIONAL SERVICES	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	
069-42100-51330	TRAVEL & TRANSPORTATION	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
069-42100-51335	FUEL REIMBURSEMENT	\$2,500.00	\$0.00	\$787.02	\$0.00	\$1,712.98	31.48%
069-42100-51336	DEPARTMENT UNIFORMS	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
069-42100-51350	PRINTING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
069-42100-51380	REPAIRS/MAINTENANCE	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
069-42100-51393	TRAINING	\$4,000.00	\$14.82	\$663.16	\$0.00	\$3,336.84	16.58%
069-42100-51457	CELLULAR SERVICE	\$1,440.00	(\$17.24)	\$464.98	\$0.00	\$975.02	32.29%
069-42100-51500	EQUIPMENT	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
069-42100-51604	HOMELAND SECURITY/FEDERA	\$30,000.00	\$0.00	\$14,549.84	\$0.00	\$15,450.16	48.50%
069-42100-51772	DISASTER SUPPLIES	\$5,000.00	\$80.98	\$464.23	\$0.00	\$4,535.77	9.28%
	Subtotal EMERGENCY MANAGEMENT:	\$225,205.62	\$12,992.01	\$68,220.20	\$0.00	\$156,985.42	30.29%
	<u>EMERGENCY SERVICES FUND</u>						
069-49000-51110	SALARIES (EMP)	\$359,000.00	\$21,578.47	\$83,553.93	\$0.00	\$275,446.07	23.27%
069-49000-51161	OASI (EMP)	\$22,258.00	\$1,236.37	\$4,827.43	\$0.00	\$17,430.57	21.69%
069-49000-51162	MEDICARE (EMP)	\$5,205.50	\$289.15	\$1,128.98	\$0.00	\$4,076.52	21.69%
069-49000-51164	INSURANCE(CCI/CO-OP)	\$65,286.00	\$4,791.54	\$19,908.54	\$0.00	\$45,377.46	30.49%
069-49000-51165	INSURANCE (DENTAL)	\$1,289.25	\$226.95	\$907.80	\$0.00	\$381.45	70.41%
069-49000-51168	INSURANCE (LIFE)	\$251.52	\$0.00	\$0.00	\$0.00	\$251.52	
069-49000-51210	OFFICE SUPPLIES	\$1,750.00	\$323.84	\$731.04	\$0.00	\$1,018.96	41.77%
069-49000-51220	OPERATING SUPPLIES	\$14,879.40	\$0.00	\$220.72	\$0.00	\$14,658.68	1.48%

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AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
069	<u>EMERGENCY SERVICES FUND</u>						
	<u>EXPENDITURES</u>						
	EMERGENCY SERVICES FUND						
069-49000-51301	PROP & CASUALTY INS	\$20,000.00	\$0.00	\$16,776.70	\$0.00	\$3,223.30	83.88%
069-49000-51303	AUDITOR	\$4,800.00	\$0.00	\$0.00	\$4,800.00	\$0.00	100.00%
069-49000-51310	PROFESSIONAL SERVICES	\$24,922.50	\$147.00	\$5,044.39	\$6,000.00	\$13,878.11	44.31%
069-49000-51320	TREASURER FEE	\$38,000.00	\$2,291.56	\$11,461.81	\$0.00	\$26,538.19	30.16%
069-49000-51321	TELEPHONE	\$4,100.00	\$455.99	\$1,954.72	\$0.00	\$2,145.28	47.68%
069-49000-51330	TRAVEL & TRANSPORTATION	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
069-49000-51335	FUEL REIMBURSEMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
069-49000-51336	DEPARTMENT UNIFORMS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
069-49000-51347	TRANSFER TO CO GENERAL FU	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00	
069-49000-51370	UTILITIES	\$9,500.00	\$1,248.99	\$3,905.95	\$0.00	\$5,594.05	41.12%
069-49000-51380	REPAIRS/MAINTENANCE	\$2,000.00	\$0.00	\$9,850.00	\$0.00	(\$7,850.00)	492.50%
069-49000-51393	TRAINING	\$5,000.00	\$445.00	\$445.00	\$0.00	\$4,555.00	8.90%
069-49000-51446	CWCP	\$7,700.00	\$0.00	\$1,742.00	\$0.00	\$5,958.00	22.62%
069-49000-51447	UNEMPLOYMENT TAX	\$1,000.00	\$207.15	\$425.83	\$0.00	\$574.17	42.58%
069-49000-51457	CELLULAR SERVICE	\$2,160.00	\$172.78	\$625.67	\$0.00	\$1,534.33	28.97%
069-49000-51617	TRANSFER TO CAP/OUTLAY FU	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	
069-49000-51669	RADIO LICENSING	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
069-49000-51677	PAYMENT TO CGF (RENT/UTIL)	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
069-49000-51679	TOWER MAINTENANCE	\$21,982.10	\$0.00	\$0.00	\$0.00	\$21,982.10	
069-49000-51711	PRINCIPAL ON LEASE PURCHAS	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
069-49000-51719	OPERATING SOFTWARE	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	
069-49000-51720	COMPUTER HARDWARE	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	
069-49000-51740	VEHICLE EXPENSE	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
069-49000-51741	RADIO MAINTENANCE	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	
069-49000-51905	TRANSFER TO CONTINGENCY F	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
069-49000-52000	CAPITAL OUTLAY	\$58,000.00	\$0.00	\$0.00	\$0.00	\$58,000.00	
	Subtotal EMERGENCY SERVICES FUND:	\$1,757,384.27	\$33,414.79	\$163,510.51	\$10,800.00	\$1,583,073.76	9.92%
	TOTAL EXPENDITURES - :	\$1,982,589.89	\$46,406.80	\$231,730.71	\$10,800.00	\$1,740,059.18	12.23%

Revenue and Expense Report

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Item 80.

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003, 004, 005, 008,
010, 011, 050, 051,
052, 062, 068, 069,
070, 071, 072

DEPT: All

SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
069	<u>EMERGENCY SERVICES FUND</u>						
	YTD Revenue Less Expenses : EMERGENCY SERVICES FUND			(\$231,730.71)			

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AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
070	GARDNER PUBLIC IMP DISTRICT						
	EXPENDITURES						
	GARDNER PUBLIC IMP DISTRICT						
070-49100-51210	OFFICE SUPPLIES	\$500.00	\$0.00	\$92.10	\$0.00	\$407.90	18.42%
070-49100-51220	OPERATING SUPPLIES	\$7,774.29	\$50.02	\$518.12	\$0.00	\$7,256.17	6.66%
070-49100-51310	PROFESSIONAL SERVICES	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
070-49100-51320	TREASURER FEE	\$850.00	\$85.61	\$320.53	\$0.00	\$529.47	37.71%
070-49100-51321	TELEPHONE/BULK WATER STAT	\$1,200.00	\$0.00	\$329.46	\$0.00	\$870.54	27.45%
070-49100-51330	TRAVEL & TRANSPORTATION	\$200.00	\$0.00	\$19.36	\$0.00	\$180.64	9.68%
070-49100-51342	CONTRACT PAY/NO BENEFITS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
070-49100-51370	UTILITIES	\$10,500.00	\$989.37	\$2,839.55	\$0.00	\$7,660.45	27.04%
070-49100-51380	REPAIRS/MAINTENANCE	\$6,100.00	\$0.00	\$0.00	\$0.00	\$6,100.00	
070-49100-51393	TRAINING	\$1,000.00	\$85.00	\$85.00	\$0.00	\$915.00	8.50%
070-49100-51420	DUES & MEETINGS	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
070-49100-51447	UNEMPLOYMENT TAX	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	
070-49100-51457	CELLULAR PHONE SERVICE	\$450.00	\$78.17	\$155.76	\$0.00	\$294.24	34.61%
070-49100-51688	AUGMENTATION WATER	\$38,000.00	\$0.00	\$0.00	\$0.00	\$38,000.00	
070-49100-51691	TESTING	\$12,000.00	\$0.00	\$1,398.50	\$0.00	\$10,601.50	11.65%
070-49100-51751	WATER SERVICE DEPOSIT REF	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	
070-49100-51764	BULK WATER REFUND	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
070-49100-51793	UTILITY LOCATES	\$50.00	\$0.00	\$37.41	\$0.00	\$12.59	74.82%
070-49100-51827	STATE PERMITS	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	
	Subtotal GARDNER PUBLIC IMP DISTRICT:	\$91,374.29	\$1,288.17	\$5,795.79	\$0.00	\$85,578.50	6.34%
	TOTAL EXPENDITURES - :	\$91,374.29	\$1,288.17	\$5,795.79	\$0.00	\$85,578.50	6.34%
	YTD Revenue Less Expenses : GARDNER PUBLIC IMP DISTRICT			(\$5,795.79)			

Revenue and Expense Report

Huerfano County

Item 80.

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
071	DISASTER RECOVERY FUND						
	EXPENDITURES						
	DISASTER RECOVERY FUND						
071-50000-51861	AMER RESCUE PLAN RELIEF FU	\$950,000.00	\$182.84	\$19,050.86	\$6,228.36	\$924,720.78	2.66%
	Subtotal DISASTER RECOVERY FUND:	\$950,000.00	\$182.84	\$19,050.86	\$6,228.36	\$924,720.78	2.66%
	TOTAL EXPENDITURES - :	\$950,000.00	\$182.84	\$19,050.86	\$6,228.36	\$924,720.78	2.66%
	YTD Revenue Less Expenses : DISASTER RECOVERY FUND			(\$19,050.86)			

Preliminary and Unbalanced

Revenue and Expense Report

YEAR : 2024 PERIOD : 4 FUND: 001, 002, 003, 004, 005, 008, 010, 011, 050, 051, 052, 062, 068, 069, 070, 071, 072 DEPT: All SUB-DEPT: All

AS OF : 4/30/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
072	ASSET MGMT ENTERPRISE FUND						
	EXPENDITURES						
	LEASE PURCHASE FUND						
072-48900-51551	VEHICLE/EQUIPMENT OUTLAY	\$142,395.00	\$0.00	\$0.00	\$0.00	\$142,395.00	
072-48900-51833	CAPITAL RESERVE	\$186,000.00	\$0.00	\$0.00	\$0.00	\$186,000.00	
	Subtotal LEASE PURCHASE FUND:	\$328,395.00	\$0.00	\$0.00	\$0.00	\$328,395.00	0.00%
	ASSET MANAGEMENT ENTERPRISE						
072-50600-51303	AUDITOR	\$2,500.00	\$0.00	\$0.00	\$7,800.00	(\$5,300.00)	312.00%
072-50600-51840	PRINCIPAL ON DEBT SERVICE	\$1,068,764.00	\$0.00	\$0.00	\$0.00	\$1,068,764.00	
072-50600-51841	INTEREST ON DEBT SERVICE	\$73,920.43	\$0.00	\$0.00	\$0.00	\$73,920.43	
072-50600-51845	LENDER FEES	\$5,175.75	\$0.00	\$0.00	\$0.00	\$5,175.75	
	Subtotal ASSET MANAGEMENT ENTERPRISE:	\$1,150,360.18	\$0.00	\$0.00	\$7,800.00	\$1,142,560.18	0.68%
	TOTAL EXPENDITURES - :	\$1,478,755.18	\$0.00	\$0.00	\$7,800.00	\$1,470,955.18	0.53%
	YTD Revenue Less Expenses : ASSET MGMT ENTERPRISE FUND			\$0.00			

May 1, 2024 Newsletter

I hope everyone had a blessed month of April and Resurrection Sunday
“He is not here; he has risen, just as he said. Come and see the place where he lay.”-
Matthew 28:6

Some Good News

The good people of Colorado are one step closer to receiving the biggest tax cut in our states history.

At the end of the month of April, the Senate adopted SB24-228 which was introduced by Senate Minority Leader Paul Lundeen. This bill will give back \$450 million to Colorado Taxpayers. I am a strong yes on this bill, as I believe all Coloradans deserve to have some economic relief in today’s economy. Currently, this bill has passed second reading in the Senate with some amendments, and is scheduled for third reading Monday, May 6th. We will do everything we can to make sure this bill makes it to the Governor’s desk.



Pictured to the Left: I was honored to host Kit Carson High School Seniors up at the Capitol this month. I hosted many school groups this session, and value the future leaders of our state learning the legislative process.

Updates On My Bills

Every Colorado State Senator and Representative is allotted five bills (per session) that they can introduce in their respective chamber. Sometimes Leadership allows a member to have more than five bills, but not always.

- **SB24-227: Automated External Defibrillators in Public Schools.** *Status:* Scheduled for House floor work.
- **SB24-220: Overweight and Oversize Vehicle Permits.** *Status:* Scheduled for House floor work.
- **SB24-161: Parks and Wildlife Licenses and Passes.** *Status:* To the Governor’s Desk
- **SB24-121: Licensure of Critical Access Hospitals.** *Status:* To the Governor’s Desk
- **SB24-099: PERA Employment After Retirement.** *Status:* Signed into Law
- **SB24-004: County Veterans Service Office Administration.** *Status:* Signed into Law



Serving Baca, Bent, Cheyenne, Crowley, El Paso, Elbert, Huerfano, Kit Carson, Kiowa, Las Animas, Lincoln, Otero, and Prowers Counties

Reach Out and Stay Connected:

Office: (303) 866-4884

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Twitter: @SenRodPelton

Instagram: senatorrodpelton

Office:	Mailing Address:
State Services Building	Senator Rod Pelton
1525 Sherman St.	200 E Colfax Ave
Suite 648	Room 346
Denver, CO 80203	Denver, CO 80203

Faithfully,

Senator Rod Pelton

As always, please feel free to reach out to me. It is my honor to serve you and I always appreciate hearing from my constituents.



April 22, 2024

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

Dear County Commissioners:

Please accept this as my Letter of Resignation from the Huerfano County Tourism Board. I have served since December of 2020 and hope that I have been a positive impact on the strategic marketing the county puts into bringing tourists to our area.

We recently had our first son and have found my schedule to be quite full.

Thank you for considering me for the position and I wish you the best.

Sincerely,



Stephanie Thomsen

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



**HUERFANO COUNTY GOVERNMENT
ADMINISTRATOR'S REPORT**

**Parker-Fitzgerald Cuchara Mountain Park
Operating Agreement**

This Operating Agreement regarding the operation of the Parker-Fitzgerald Cuchara Mountain Park (this “**Agreement**”) is made as of this 14th Day of May 2024 (the “**Effective Date**”) by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Panadero Ski Corporation, a Colorado Non-Profit Corporation (“**PSC**”)

The above-listed parties may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the County is the owner of the property located at 1234 Panadero Ave., more particularly described on Exhibit “A” attached hereto and all improvements thereon being collectively referred to as the “Parker-Fitzgerald Cuchara Mountain Park” or the “Park; and

WHEREAS, the County intends to continue to provide the Park for public use and enjoyment; and

WHEREAS, the County after a competitive procurement process, has deemed the Panadero Ski Corporation qualified to operate the Park; and

WHEREAS, the Panadero Ski Corporation, having operated the Park on the County’s behalf since October 2022, has indicated a willingness and a desire to maintain, renovate, repair and operate the Park, and to solicit funds to provide for the long-term operation and maintenance of the Park; and

WHEREAS, the County and PSC are intending to set forth, in this agreement, policies relevant to how the Park may be used by the County in the event of an emergency or for activities which are consistent with the operation of a public park and the performance standards to which PSC will be held during their operation of the Park; and

WHEREAS, the County has determined that it is in the public interest and serves a public purpose to enter into this Agreement for the maintenance and operation of the Park under and pursuant to the terms and provisions hereinafter set forth.

AGREEMENT

In consideration for the promises herein, the recitals, and other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals

The recitals set forth above are true and correct and are incorporated herein by reference.

Section 2. Term and Extension

- 2.1. The term of this Agreement is thirty (30) years, commencing on May 31, 2024 and terminating on 12:01 AM on June 1, 2054 unless this agreement is terminated earlier as provided herein.

- 2.2. This term will be automatically extended for additional one-year terms up to four (4) terms, until June 1, 2058 unless either party notifies the other of termination in writing at least thirty (30) days before the annual termination date.
- 2.3. Not less than ninety (90) days prior to the expiration of the term, PSC shall notify the County whether PSC wishes to extend the term and under what terms and conditions PSC would agree to extend the term. If the County and PSC mutually agree to extend the term, the extension and any corresponding terms and conditions shall be set forth in an amendment to this Agreement duly executed by the Parties. In no event shall the County be required to extend the term.

Section 3. Park Operations

- 3.1. PSC will operate the Park for and on behalf of the County as a public adventure park including overseeing the maintenance, renovation, repair, replacement, and operation of the Park together with activities customarily associated with operating a public park, community center, or adventure park.
- 3.2. PSC agrees that the Park shall be operated and maintained in such a manner as to be a credit to the County and shall be made available to all members of the public regardless of race, color, gender, sexuality, creed, national origin, religious preference, or any other classification protected by state, local, or federal law.
- 3.3. PSC will have sole administrative and creative control only over the events and activities originating through the initiatives and operations of PSC that are conducted within and on the premises of the Park, with the exception of when the PSC rents the Park, or a portion thereof, to an outside group or entity.
- 3.4. PSC will maintain the Park for public enjoyment and benefit. PSC may not charge for general access to the pump track and disc golf course, except for tournaments, special events, and private reservations.
- 3.5. The Park may not be used by PSC for the purpose of working or campaigning for the nomination or election to any public office, whether partisan or non-partisan, but PSC shall not be precluded from renting all or part of the premises to persons or entities for political activities.
- 3.6. PSC may maintain existing signage and may place suitable signs on the grounds and buildings at the Park for any purpose keeping with the nature of the business carried out by PSC at the Park; provided however, that such signs shall comply with all applicable laws, ordinances, and regulations.

Section 4. Public and County Use

- 4.1. The County will have the right to use the Park, or any portion thereof, with reasonable notice and availability for governmental purposes.

- 4.2. At the direction of the County, and with reasonable advance notice and subject to availability, PSC shall provide the use of the Park, or any portion thereof, to non-profits, local civic groups, and other entities that the County believes will have a positive economic impact on the region at reduced rates.

Section 5. Compliance with Laws, Rules, Regulations and Policies.

- 5.1. PSC shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. The County shall cooperate with PSC in apply for such permits, licenses, certifications, and approvals. Upon request of the County, PSC will provide the County with written evidence of such permits, licenses, certifications, and approvals.
- 5.2. PSC acknowledges and warrants that it is or will make itself knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Park.
- 5.3. The County agrees to waive all fees related to County permits and licenses issued by the County.
- 5.4. The County shall comply with all laws, rules, regulations, and orders applicable to the County's performance of this Agreement.

Section 6. Maintenance of the Park by PSC

- 6.1. PSC shall be responsible for general maintenance and cleaning of the grounds and structures of the Park.
- 6.2. At PSC's own cost and expense, PSC shall maintain and operate the Park, including personal property and equipment, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. PSC shall remedy without delay any defective, dangerous, or unsanitary conditions.
- 6.3. The County has made no representation respecting the condition of the Park.
- 6.4. PSC will notify the County of any maintenance issues that exceed their capabilities or constitute an emergency or hazard, including any repair that could lead to an insurance claim. The County may assist either with staff or financially, subject to the approval of the appropriate authority, with any such issues.
- 6.5. The Parties will collaborate and plan to address non-emergency repairs that exceed \$3000 in cost.

Section 7. Lift Operations

- 7.1. PSC is authorized to operate Lift 4 once it has an approved license from the Colorado Passenger Tramway Safety Board and appropriate insurance. This includes operations, maintenance, upgrades, and improvements related to snowmaking equipment servicing Lift 4, specifically, or located on the Park.

- 7.2. PSC agrees to pay the entirety of any and all fines, fees, and penalties issued by the Tram Board related to Lift 4 and incidents having occurred between October 25, 2022 and the expiration or termination of this Agreement. The parties agree that this provision will remain in full force and effect for up to 5 years after the expiration or termination of this Agreement.
- 7.3. Work on any other existing lift is prohibited, except with prior approval of the County and/or the USFS as appropriate.

Section 8. County Oversight and Review of Operations

- 8.1. The County shall review and monitor the performance of PSC under this agreement from time to time in accordance with the performance standards established by the County in Exhibit "A" attached hereto, as the same may be reasonably modified or supplemented by the County from time to time.
- 8.2. PSC shall submit copies of all hired and/or internal reports made regarding the Park including engineering and maintenance.
- 8.3. The County, through the Administrator or his designee, will review and monitor the operations and performance of PSC under this agreement, through periodic inspections of facilities, equipment, services, programs, financial records, management procedures, and maintenance agreements.
 - 8.3.1. The County reserves the right of ingress and egress without notice to inspect operations for the purpose of evaluating PSC's performance of the terms and conditions of this Agreement; to inspect, investigate, and/or survey the Park; and to do any work thereon of any nature necessary for preservation or maintenance of the Park.
 - 8.3.2. The County shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the County's entry in the Park as provided herein.
- 8.4. No later than July 31st of each year, PSC will prepare and submit to the County Administrator a report summarizing:
 - 8.4.1. Revenues and expenditures for the preceding Fiscal Year
 - 8.4.2. Accomplishments and plans relating to advertising, marketing, and programming
 - 8.4.3. Compliance with the performance measures set forth in this agreement;
 - 8.4.4. Current Board Members and Officers of PSC; and
 - 8.4.5. Such other data as the County Administrator and County Commissioners may require
- 8.5. If requested by the County Administrator or County Commissioners PSC shall attend a County Commissioner meeting to answer questions regarding the annual report or any other report submitted to the County.

Section 9. PSC's Duties and Obligations

- 9.1. **Marketing.** Market, advertise, and promote the Park as well as events and activities to be conducted at the Fox and to utilize the resources that are available for this purpose.
- 9.2. **Goods and Services.** PSC will provide or contract for all goods and services necessary to manage, operate, maintain and market the Park and administer all agreement for goods and services.
- 9.3. **Staffing.** PSC will hire and train all employees and volunteers so that the Park will be properly staffed with qualified personnel.
- 9.4. **Inspections, Operations, and Maintenance.** PSC will provide for effective inspections, operations, and maintenance, for the Park, including but not limited to preventative maintenance, inspections for dangerous conditions, repairs, risk management, emergency procedures, fire prevention, security, custodial services, energy conservation and landscape maintenance.
- 9.5. **Good Faith.** At all times during the Term, PSC shall act in good faith consistent with the goals and terms of this Agreement.
- 9.6. **Sound Business Practices.** PSC shall utilize sound business practices in the management, operation, maintenance, and marketing of the Park
- 9.7. **Access.** PSC will grant access to County staff, agents, or representatives at any time as requested by the County. The County will provide 24-hour notice of said requests.
- 9.8. **Standard Operating Procedures.** PSC will prepare within 180 days of the effective date of this agreement and make available to the County Administrator, or a designee thereof, upon request:
 - 9.8.1. Standards of Maintenance and Replacement.
 - 9.8.2. Standard Operation Procedures Manuals.
 - 9.8.3. Accounting Procedures Manual.
- 9.9. **Record Keeping.** PSC will maintain all books, records, reports, and other documents related to the management, operation, maintenance, and marketing of the Park. This includes, but is not limited to, all contracts, subcontracts, accounting and financial records, marketing databases, and ticket sales databases. All such books, records, reports, and other documents shall be open to examination, audit, and copying by the County and its designees, including but not limited to the County's independent auditors, at all times.
- 9.10. **Equal Employment Opportunity.** During the performance of this agreement, PSC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, military or veteran status, or any other characteristic protected by applicable state, local, or federal laws. PSC will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PSC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. PSC will incorporate this provision in all contracts and subcontracts issued or made pursuant to this agreement.

Section 10. Duties and Responsibilities of the County

- 10.1. **Cooperation.** The County agrees to cooperate with PSC and have the County Administrator identify the staff that will act as County liaisons for purposes of this Agreement.
- 10.2. **Communication/Responsibility.** The County agrees to communicated in a timely fashion to PSC any request, information, or decision necessary to the management, operation, maintenance, or marketing of the Park or contemplated under this agreement.
- 10.3. **Access.** The County will provide PSC access to the Park to enable PSC to perform its obligations under this Agreement, subject to restrictions deemed necessary for safety reasons.

Section 11. Other Capital Improvements

- 11.1. PSC may propose other capital improvements over the term of this Agreement. The County must review and may either approve or reject any such project.
- 11.2. For the purposes of this Agreement capital improvement is defined as any item or project that is permanently affixed to the Park or structures erected thereon with a value in excess of \$3000.
- 11.3. The County will notify PSC of any capital improvement or project that involves the Park and will work to schedule any such work with PSC to minimize impact on PSC's operations. The County will invite PSC to participate in any County-led planning project that involves the Park.

Section 12. Financial Considerations.

- 12.1. **Utilities.** The County will also pay for the servicing of the vault toilets and the current garbage dumpster. The PSC will pay the cost of all utilities at the Park, except that the County will pay for trash service at the Park and supply internet through the County network. Nothing in this agreement shall prevent PSC from choosing to pick a private internet service provider at their expense.
- 12.2. **Operating Reserve.** PSC will maintain an operating reserve of at least \$5,000.
- 12.3. **Financial Records.** PSC shall keep separate true and accurate books and records showing all of PSC's business transactions under this Agreement in a manner that conforms to industry standards and practices and in a manner acceptable to the County. PSC shall keep all records for a period of at least four years.

- 12.4. **Right of Review.** The County shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine a copy of PSC's books and records. PSC hereby agrees to make all such records and books available to the County upon the County's request thereof. PSC further agrees to allow interviews of any employees who might reasonably have information related to such records.

Section 13. Insurance

- 13.1. The County will maintain the same standard property insurance for the Park as it does for all County facilities.
- 13.2. PSC must maintain general liability insurance and all insurance related to lift operations as well as any ski operations and name the County as also insured. PSC will maintain minimum insurance coverage of \$2 Million in aggregate and \$1 Million per occurrence.
- 13.3. PSC is responsible to repair any damage or destruction to the Park with insurance coverage by provided by the County. If all or any park of the Park is damaged or destroyed by fire or other casualty insured, the proceeds will be used for repair or rebuilding as a result of such damage or destruction. In the event PSC fails or refuses to undertake the appropriate planning and permitting process, or otherwise begin to process reconstruction subsequent to damage or repair, within a reasonable period of time, in the sole discretion of the County, the County shall be free to enter into one or more contracts with an alternate party to accomplish such rebuilding and repair of the Park. In all events, the insurance proceeds will be retained by the County and used by the County for the Park.

Section 14. Ownership of Property

- 14.1. Ownership of the real property and improvements made thereto constituting the Park, and fixtures, furnishing and equipment necessary to the operation of the Park placed thereon shall remain with the County. PSC will prepare and deliver to County Administrator a complete inventory of such property (the "Park Inventory") and will update such inventory lists no less frequently than each calendar year, or as requested by the County Administrator.
- 14.2. Any and all intangible personal property, cash, objects or articles of art or other personal property, acquired by or donated to PSC which are not necessary for the operation of the Park shall be and become the sole property of PSC. Objects of art and other personal property may be placed in the Park by PSC, or PSC may display such property it receives on loan. Such property shall remain the property of PSC, or if on loan or under another agreement, shall remain the property of the parties providing the same to PSC, and shall not become the property of the County during the term of this Agreement or upon any termination thereof. PSC shall maintain a complete inventory of such property to be made available to the County upon request, generally for insurance purposes.

Section 15. Hold Harmless Agreement

- 15.1. PSC hereby waives all claims and recourse against the County, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any

way connected with or incident to this Agreement, except claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the County, its officers, agents or employees.

- 15.2. PSC shall protect, indemnify, hold harmless, and defend the County, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, attorney's fees, expert costs and fees, or liability costs arising out of the development, construction, operation, or maintenance of the Park described herein, except for liability arising out of, and to the extent of, the sole negligence or willful misconduct of the County, its officers, agents, or employees or other wrongful acts for which the County is found liable by a court of competent jurisdiction.

Section 16. Termination, and Assignability.

- 16.1. **Termination with Cause/Cure.** The County Administrator, subject to Board of County Commissioners approval, or PSC may terminate this Agreement for cause if the other party materially breaches any term or condition of this Agreement and not cure such breach within thirty (30) days following notice specifying the breach. Without generally limiting the foregoing, each of the following shall constitute a material breach of this Agreement:
- 16.1.1. If PSC fails to submit any submittal required pursuant to this Agreement which is in substance and form acceptable to the County Administrator or County Commissioners as applicable, on or before the time stated in this Agreement or otherwise approved by the County Commissioners; or
- 16.1.2. If PSC fails to meet any reporting or performance measures, as such performance measures may be adjusted pursuant to Section 8 of this agreement.
- 16.2. **Termination with Cause/No Cure.** The County Commissioners may terminate this Agreement for cause with no right of PSC to cure for material misrepresentation, theft, criminal misconduct amounting to a felony, gross negligence, willful or wanton misconduct, fraud, or breach of fiduciary responsibility. Notwithstanding the foregoing the County Commissioners may grant PSC a period to cure a breach of the previously enumerated causes if the County Commissioners determine a cure period is reasonable under the circumstances, in which case PSC will cure the breach within the period established by the County Commissioners. If the County Commissioners establish a cure period as provided herein and PSC does not cure the breach within such period, the County Commissioners may terminate this agreement.
- 16.3. **Early Termination.** This Agreement may be terminated at any time upon the written agreement of both Parties.
- 16.4. **Surrender.** On expiration or within thirty (30) days after earlier termination of the Agreement, PSC shall surrender the Park to the County with all fixtures, improvements and alterations in good condition, except for fixtures, improvements and alterations that PSC is obligated to remove. PSC shall remove all of its personal property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in

writing. PSC shall provide a complete reconciliation of the Park Inventory and a status report on the condition of the Park.

Section 17. General Provisions.

- 17.1. **Amendments.** Any amendment or addition to this Agreement must be in writing, approved and signed by both Parties to this Agreement.
- 17.2. **Waiver of Contract Terms.** Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the County to re-enter the Park or to exercise any right, power, privilege, or option arising from any breach, shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein.
- 17.3. **Further Assurances.** Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.
- 17.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- 17.5. **Venue.** Venue to any action arising from this Agreement shall lie in the state courts in Huerfano County, Colorado. Each Party submits to the jurisdiction and venue of this court and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue and any right it may have to remove an action to federal court.
- 17.6. **Waiver of Right to Jury Trial.** Each party waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or in connection with this Agreement.
- 17.7. **Assignability.** If and when the County closes on an agreement to sell, or otherwise convey, the Park to another entity, the County's rights, obligations, and commitments under this agreement shall be assigned to the entity that the property is conveyed to unless the that entity and PSC enter into an alternative agreement before the closing date of the sale or conveyance. The County will notify PSC within 48 hours of entering into an agreement to sell or convey the Park.
- 17.8. **No Right to Pledge, Encumber or Cause the County to Assume Liability.** PSC shall have no right or authority to pledge or encumber the credit of the County. PSC shall have no right or authority to cause the County to assume liability for any contract, lease, purchase or other agreement without County Commissioner's Approval.
- 17.9. **No Liens.** No lien, mortgage or security interest shall be filed against any County property by reason of any work. labor, services or materials performed at or furnished to County property in connection with this Agreement, to PSC, or to anyone using County property through or under PSC. Nothing contained in this Agreement shall be construed as consent on the part of

the County to subject County property or any part thereof to any lien, mortgage or security interest under any Laws.

- 17.10. **Warranties.** The County and PSC shall be entitled to benefit from all warranties of manufacturers or contractors relating to any replacement items.
- 17.11. **Installations, Alternations, and Removal.** Alterations or permanent additions to the Park shall be consistent with the uses authorized herein, and shall be undertaken only upon receiving the prior consent of the County to such alterations or permanent additions and obtaining all appropriate permits. Any such contracts for alterations and permanent additions to the Park shall be obtained in conformity with the County's procurement procedures for similar contracts, and in the case of alterations and permanent additions with a value of more than \$5,000 PSC shall require the contractor to provide a payment and performance bond, naming the County as additional insured. Any alterations or permanent additions shall be completed free and clear of all mechanics' and other similar liens and claims. PSC shall not have the right to expose the County's ownership interest to any mechanic or construction liens, and to the extent requested by the County, will join in a document to be recorded in the public records reflecting such limitations. PSC may also make such alterations and permanent additions to the Park and the exterior of the Park as may be required by PSC and PSC may install such equipment, fixtures and property as it may require for its business purposes. However, all improvements and equipment shall comply with all applicable laws, ordinances and regulations, and shall require County approval in its capacity as owner of the Park prior to undertaking such installations, alterations and removals. Title to all alterations, additions and improvements to the Park shall rest in and remain with the County, subject to PSC's use pursuant to this Agreement.
- 17.12. **Independent Contractors.** The Parties are independent contractors in all matters concerning this Agreement. Nothing in this Agreement creates a joint venture, partnership, or employment relationship between the Parties. No Party will be liable for the debts, liabilities, or obligations of the other Parties. No Party is acting as the agent or partner of the other Parties or any of them and no Party will hold itself out as such. No Party has the authority to bind the other Parties or any of them.
- 17.13. **No Landlord-Tenant Relationship.** No provision of this agreement is intended by the parties to constitute or be construed as creating a landlord-tenant relationship between the County and PSC. PSC shall not receive any property interest in the Park under and pursuant to this Agreement, but rather PSC is solely receiving the contractual right to operate the Park on behalf of the County subject to the provisions of this Agreement and to undertake and oversee the maintenance, operation, and repair of the Park as contemplated by this Agreement.
- 17.14. **Charitable Support.** The County is aware that SPCF raises substantial funds through charitable donations to support operations and capital campaigns which would include, without limitation, campaigns to raise funding for maintenance, repair, or expansion. Such fund-raising is most important to the success of PSC, and incident thereto PSC offers recognition to donors

at various levels. The County hereby authorizes PSC, incident to such fund-raising activities, to afford naming opportunities to donors involving the identification of donors or contributors by placing signage or signs, plaques, or other visual and permanent identification of donors or contributors to PSC, its operations, facilities, programs, endowment or other support.

- 17.15. **County Commissioners.** Nothing contained in this Agreement shall be deemed in any manner to amend, modify or otherwise change any of the provisions of the regulations, resolutions, or ordinances of the County or any other governmental agency or allow a performance standard less than is otherwise required under the terms of those regulations, resolutions, and ordinances. Nothing contained in this Agreement shall be deemed to limit in any manner whatsoever, the right of County Commissioners, now or in the future, to amend development regulations, building codes, zoning codes, the Comprehensive Plan or land use plans. Nothing in this Agreement shall in any way preclude County Commissioners from enacting ordinances or resolutions for the protection of the public health, safety, and welfare in a manner that it could otherwise do if this Agreement was not in existence.
- 17.16. **Force Majeure.** No Party will be considered in default under this Agreement to the extent that such performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disaster, pandemic or other state or county declared health emergency, riot, war, terrorism, labor disputes, or civil strife.
- 17.17. **Entire Agreement.** This Agreement states the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements.
- 17.18. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Agreement.
- 17.19. **Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signature), all of which taken together will constitute one and the same agreement.

[Remainder of page intentionally left blank.]

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

Huerfano County, Acting by and through its Board of County Commissioners

By: _____

Date Signed: _____

Name: John Galusha

Title: Chairman, Board of County Commissioners

Attest:

By: _____

Date Signed: _____

County Clerk and Recorder

.....

Panadero Ski Corporation

By: _____

Date Signed: _____

Name: _____

Title: _____

Attest:

By: _____

Date Signed: _____

Name: _____

Title: _____

Exhibit "A"

Performance Standards

The following Performance Standards shall be instituted to ensure the continued compliance of PSC with the requirements set forth in the Cuchara Mountain Park Operating Agreement. These standards exist with the understanding and agreement that PSC is to conduct themselves and operate the Park so as to be a credit to and for the benefit of Huerfano County and the residents thereof.

1. Performance Requirements.

- a. PSC shall be responsible for the operation of the Park as a public adventure park and ensure the Park is open to the public at least 300 days per year.
- b. PSC will endeavor to encourage and promote youth involvement at the Park through partnerships with Huerfano RE-1 Schools or La Veta RE-2 Schools and youth groups in Huerfano County.
- c. PSC shall encourage use of the park for public events including, but not limited to, sporting events, neighborhood meetings, educational workshops, as well as music, arts, and cultural programming.

2. **Safety Standards.** PSC agrees to conduct its operations and maintenance of the Park in a manner that prioritizes the safety of the public and PSC's employees and volunteers. PSC agrees to follow applicable standards and best practices to ensure the same.

3. **Resource Standards.** PSC will provide sufficient staffing and budgetary resources to fulfill the minimum performance and safety standards stated above.

4. **Maintenance Standards.** PSC agrees to maintain the Park in a clean and orderly condition and in compliance with all applicable legal requirements.

5. **Marketing Standards.** PSC agrees to develop and implement marketing and promotional plans consistent with a state park, regional park, or community center, or adventure park. Should PSC choose to operate Lift 4, said promotional plans should also be consistent with ski areas of similar size and/or operating structures.