



# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

March 14, 2023 at 10:00 AM

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

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

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**9:00 AM - COMMISSIONERS MEETING WITH STAFF**

**10:00 AM - PUBLIC MEETING**

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

**1. PLEDGE OF ALLEGIANCE**

**2. AGENDA APPROVAL**

**3. CONSENT AGENDA**

- [a.](#) Minutes from February 21, 2023 Meeting
- [b.](#) Minutes from February 28, 2023 Meeting
- [c.](#) Minutes from March 07, 2023 Meeting
- [d.](#) Giana Barela Transfer
- [e.](#) Michelle Trujillo Resignation
- [f.](#) Fernando Vasquez Resignation
- [g.](#) William Cordova Resignation
- [h.](#) Jacob Jenkins Resignation
- [i.](#) Tyler Martin Resignation
- [j.](#) Abatement 23-11 Larry Bruncker
- [k.](#) Abatement 23-12 Micky & Malea Schmidt
- [l.](#) Abatement 23-13 David Vucetich

**4. PUBLIC COMMENT**

**5. APPOINTMENTS**

**6. LAND USE**

- [a.](#) 23-06 CUP Gravel Pit Siete - Continuation of Joint Public Hearing
- [b.](#) 22-61 TAP Hummingbird Ranch - Continuation of Public Hearing and Decision

## 7. ACTION ITEMS

- [a.](#) Spanish Peaks Airfield Insurance Invoice
- [b.](#) Payroll Audit Compliance Review Engagement Letter
- [c.](#) Business Incubator Grant MOU
- [d.](#) Golf Course Supplies
- [e.](#) Primary Crusher Radiator Replacement
- [f.](#) 129 Kansas EOC Design
- [g.](#) Housing Needs Assessment Update
- [h.](#) Agency of Record Award Recommendation
- [i.](#) Zoom Renewal Quote

## 8. STAFF REPORTS

- a. County Administrator
- b. County Attorney

## 9. CORRESPONDENCE

- [a.](#) CAPP Monthly Report
- [b.](#) CTSI Law Enforcement Integrity
- [c.](#) CTSI Service Animals in Workplace
- d. GPID Bulk Water Report February 2023
- e. GPID Water and Sewer Report February 2023

## 10. EXECUTIVE SESSION

- a. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Ramadhani v. Erica Vigil *et al.*, Huerfano County District Court Case No. 2023CV30009**

## 11. ADJOURNMENT

## 12. UPCOMING MEETINGS

- [a.](#) 1:30PM Meeting with Fox Theatre Walsenburg





- c. Airport Improvement Program (AIP) document "Agreement For Transfer of Entitlements. Agreement to transfer \$150,000 of Fiscal Year 2022 of Federal funds from Spanish Peaks Airport to Wray Municipal Airport.

**Motion to approve the Request for FAA Agreement to Transfer the Entitlements, specifically \$150,000 for Spanish Peaks Airport to go to Wray Municipal Airport, for Fiscal Year 2022.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

- d. Huerfano River Bridge Rehab (ROW) Right of Way - Professional Services Agreement Fee Estimate between Huerfano County and TRS Corp. for (ROW) Right of Way work, in the total amount of \$3,807.00.

**Motion to approve the Work Agreement between Huerfano County and TRS Corp. in the total amount of \$3,807.00, for Huerfano River Bridge (ROW) Right of Way work.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Sporleder: Yes**

**Andreatta: Yes**

**Chairman Galusha: Yes**

- e. Contract Amendment Huerfano River Bridge Rehab Design – KLJ Engineering LLC is requesting for a time extension until June 30, 2023 on the Huerfano River Bridge Rehabilitation Project. No change in amount, just extension of time.

**Motion to approve the extension of time until June 30, 2023 as requested by KLJ Engineering LLC. for the Huerfano River Bridge Rehabilitation Project.**

**Motion: Sporleder**

**Second: Andreatta**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Sporleder: Yes**

**Andreatta: Yes**

**Chairman Galusha: Yes**



**10:20 A.M. Executive Session:**

NONE

**10:21 A.M.**

Chairman Galusha called to adjourn meeting.

Meeting adjourned at 10:21 A.M.

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

**COMMISSIONERS:**

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John Galusha, Chairman

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Arica Andreatta

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Karl Sporleder

**COMMISSIONER'S MEETING**

***Regular Meeting***

**February 28, 2023**

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

Commissioners John Galusha, Arica Andreatta and Karl Sporleder were present.

Commissioner Andreatta made a motion to approve the February 28, 2023 Agenda as presented.

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

Commissioner Andreatta made a motion to approve the February 28, 2023 Consent Agenda with exception of moving: j. Abatement #23-10 Randy Daugherty, to Action Items.

**Motion: Andreatta**

**Second: Sporleder**

**Discussion:**

- a. Meeting Minutes for February 14, 2023
- b. Abatement #23-02 Steve & June Buchanan – 2021 \$28.48/2022 \$28.54-348951-approved.
- c. Abatement #23-03 Kenneth Brown- 2022 \$263.63 – 429279 – approved.
- d. Abatement #23-04 Kenneth Brown – 2022 \$1,127.34 – 429275 – approved.
- e. Abatement #23-05 Kenneth Brown – 2022 \$1,118.47 – 429271 – approved.
- f. Abatement #23-06 Elmo Suazo – 2022 \$1,313.88 – 429264 – approved.
- g. Abatement #23-07 Stuart Whitmore – 2022 \$501.82 – 1713731 - approved

- h. Abatement #23-08 DB Properties – 2022 \$124.28 – 147246 – approved.
- i. Abatement #23-09 Rocky Ridge West LLC – 2022 \$0.31 – 70366 – approved.
- k. Maria Dominguez PT to FT Deputy
- l. Scott Hawkenson for Insurance reimbursement.

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

**10:08 A.M. Public Comment:**

- 1. Mr. Jose Baros had suggestions for the maintenance and upkeep of Lascar Road.

**10:12 A.M. Appointments:**

- 1. Tracy Gutierrez of South Central Economic Development District (SCEDD), wanted to introduce herself. SCEDD is based out of Pueblo and serves 13 counties in the region, including Huerfano County.
- 2. County Treasurer Debra Reynolds stated office is doing well and recommended approval to keep Blanca Morales on her team full-time. Chairman Galusha thanked her for taking on Gardner Public Improvement District (GPID).

Commissioner Sporleder made a motion to make Blanca Morales a fulltime employee in the Treasurer’s Office.

**Motion: Sporleder**

**Second: Andreatta**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

**10:23 A.M. Land Use:**

Public hearing &amp; discussion

- a. #22-61 Temporary Assembly Permit Application. Sky Tallman, County Land Use Director recommended to approve the Permit #22-61. This application for Hummingbird Ranch, LLC requests to host a single night of camping prior to the Sonic Bloom Festival. The event is capped at 2,500 people. Per Jess Gries, the temporary assembly permit is a solution to traffic back up & early arrivals & it has proven effective. There was a letter from Parks & Wildlife making everyone aware of the BEAR issues this can create. The event is on June 14, 2023. The following people spoke: Jess Gries, Erica Tomsic, Don Lovering, Jose Baros, Ryan Gies, Lonnie Brown. Chairman Galusha would like to get attorneys opinion on this. Chairman Galusha would like this conversation to be continued until March 13, 2023. Chairman Galusha would like Cheri Chamberlain, Land Use, to review previous camping permits to see what further questions on the conditions, might be answered.

**Motion to continue this discussion until the March 14, 2023 meeting, to receive opinion from legal council and in addition, to receive the conditions that will be added.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

- b. #23-01 Permit Plat Amendment on Tract 6, Panadero Filing #3 (Parcel Number 1218703). Sky Tallman, County Land Use Director recommended approval of Permit #23-01 requesting to split one (1) parcel into two (2) parcels for Todd D.





Dale Lyons, Sandy White, Jose Baros, Erica Tomisic, Jodi Schreiber, Lonnie Brown. Chairman Galusha submitted to include the CDOT agreement contract in the paperwork. Dale Lyons suggested access to the permit issued by Mine Land Reclamation Board (MLRB). Administrator Carl Young is concerned about more questions than answers.

**Commissioner Sporleder made a motion to continue this hearing until we have all the additional information about items including weed control, dust abatement, flagging and the effects opening the gravel pit will have on traffic.**

**Motion: Sporleder**

**Second: Andreatta**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

A Planning Commission Rollcall vote was taken regarding whether to continue this hearing until we have all the additional information. The results are as follows:

Dale Lyons – Yes;

Myrna Falk – Yes;

Sandy White – Yes;

Lonnie Brown – Yes;

Motion passed by Planning Commission.

**11:52 A.M. Action Items:**

County Administrator Carl Young and the Board reviewed Action items.

- a. Spanish Peaks Airfield Engineering Services Agreement Amendment 2. This amendment adds a project to the list included within the Master Agreement.

**Motion to approve Contract Amendment No. 2, to the Garver Master Agreement, Project No. 21A25200.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

b. Updated software for Gardner Water.

**Motion to approve purchase order #59 to Core & Main for Gardner Water new Software system, in the amount of \$3,750.00.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

c. 2023 Opioid Settlement Participation Forms.

**Motion was made, regarding the 2023 Opioid Settlement, to sign and submit the five (5) Participation Forms, (for Teva, Allergan, Walmart, CVS and Walgreens), due by April 7, 2023.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Sporleder: Yes**

**Andreatta: Yes**

**Chairman Galusha: Yes**

d. 2023 February Vendor Run.

**Motion to approve 2023 February Vendor Run with Grand Total of \$250,204.54.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Sporleder: Yes**

**Andreatta: Yes**

**Chairman Galusha: Yes**



h. Approval to Apply for Veterans Assistant Grant (VAG).

**Motion to approve the application for a Colorado Veterans Assistance Grant (VAG).**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

i. Liquor License Renewal for Cuchara Dog Bar & Grill.

**Motion to approve the Liquor License Renewal for Cuchara Dog Bar & Grill.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: County Clerk, Erica Vigil, stated business is in good standing**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

j. Liquor License Renewal for Cuchara Spirits LLC.

**Motion to approve the Liquor License Renewal for Cuchara Spirits LLC.**

**Motion: Sporleder**

**Second: Andreatta**

**Discussion: County Clerk, Erica Vigil, stated business is in good standing**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

- k. Abatement #23-10 Randy Daugherty – Chairman Galusha questioned the Value of Property going from \$80,000 to zero. Suggestion was made to keep the “value” on the books with the note of assessed “zero” value due to tax exemption for being a school (Goal Academy).  
Abatement #23-10 Randy Daugherty – 2021 \$1,1147.47 / 2022 \$2,068.26 – 336751 – approved.

**12:12 P.M. Staff Reports:**

1. County Administrator - None
2. County Attorney – Need for Executive session

**12:13 P.M. Correspondence:**

County Administrator Carl Young and the Board reviewed Correspondence.

Huerfano County Fair Board has the funds available to proceed with the 4-H barn kitchen remodel.

**A motion was made for Huerfano County to contribute \$15,000.00 to the Huerfano County Fair Board 4-H Kitchen Remodel project.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Approved by unanimous vote**

**Andretta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

**12:20 P.M. Executive Session**

**Commissioner Andreatta made a motion to go into Executive Session.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion:**

- a. Executive Session 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). Water Rights (1 PM), as well as,
- b. CORA Lawsuit for the purpose of receiving legal advice on specific legal questions under C.R.S. § 24-6-402(4)(b).
- c. No decisions will be made in Executive Session.

**Resolved:** Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

**2:30 P.M. Adjourned Executive Session:**

Chairman Galusha called to come out of Executive Session at 2:30 P.M.

**2:30 P.M. Re-convene Regular Meeting:**

Chairman Galusha called to re-convene to Regular Meeting at 2:30 P.M.

**3:40 P.M. Adjourned Regular Meeting.**

Chairman Galusha called to adjourn meeting.

Meeting adjourned at 3:40 P.M.

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

**COMMISSIONERS:**

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**John Galusha, Chairman**

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**Arica Andreatta**

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**Karl Sporleder**

**COMMISSIONER'S MEETING**

***Special Meeting***

**March 07, 2023**

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

Commissioners John Galusha, Arica Andreatta and Karl Sporleder were present.

Commissioner Andreatta made a motion to approve the March 07, 2023 Agenda as presented.

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

**10:01 A.M. Action Items:**

County Administrator Carl Young and the Board reviewed Action items.

a. Green Sheet new hire Carey Kaestner, Department of Human Services.

**Motion to approve new hire Carey Kaestner to Department of Human Services.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**



b. Green Sheet new hire Chantal Ramirez, Department of Human Services.

**Motion to approve new hire Chantal Ramirez to Department of Human Services.**

**Motion: Sporleder**

**Second: Andreatta**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

c. Letter of engagement with Employers Council for audit of Huerfano County time keeping system for 20 hours, for total amount of \$2,300.00.

**Motion to approve the letter of engagement with Employers Council for audit of Huerfano County time keeping system in the amount of \$2,300.00.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: Amend motion to allow Carl Young, Administrator to sign.**

**Resolved: Motion passed by unanimous vote.**

**Sporleder: Yes**

**Andreatta: Yes**

**Chairman Galusha: Yes**

d. Museum of Friends Congressionally Directed Spending Letter of Support.

**Motion to approve the three (3), Museum of Friends Congressionally Directed Spending Letters of Support.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Sporleder: Yes**

**Andreatta: Yes**

**Chairman Galusha: Yes**

e. Congressionally Directed Spending Requests.

**Motion to approve the submission of Congressionally Directed Spending request for the following: 1) the Emergency Operations and Dispatch Center Renovations project; 2) a Regional Jail Feasibility Study; and 3) the Gardner Sewer Rehabilitation Project as well as support of any broadband project or fire mitigation project that includes Huerfano County, as well as any project to improve a county or public facility with Huerfano County or expand a service in Huerfano County.**

**Motion: Andreatta**

**Second: Sporleder**

**Discussion: None**

**Resolved: Motion passed by unanimous vote.**

**Andreatta: Yes**

**Sporleder: Yes**

**Chairman Galusha: Yes**

**10:05 A.M. Executive Session**

**No need to go into Executive Session.**

**10:06 A.M. Adjourned Regular Meeting.**

Chairman Galusha called to adjourn meeting.

Meeting adjourned at 10:06 A.M.

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

**COMMISSIONERS:**

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**John Galusha, Chairman**

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**Arica Andreatta**

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**Karl Sporleder**

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		<b>3/13/2023</b>
NAME: <b>Giana Barela</b>	PAYROLL :	<b>3/31/2023</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP <b>Walsenburg CO 81089</b>
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	<b>APT II</b>	<b>Family Development/Coshi Coordinator</b>
DEPARTMENT		<b>Dept of Human Services</b>
HOURS		<b>Family Resource Center</b>
ANNUAL SALARY		<b>\$37,404.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		

**REASON FOR CHANGE**

- |                 |                              |                               |
|-----------------|------------------------------|-------------------------------|
| NEWHIRE         | RESIGNATION                  | LENGTH OF SERVICE INCREASE    |
| REHIRED         | RETIREMENT                   | REEVALUATION OF CURRENT JOB   |
| PROMOTION       | LAYOFF                       | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION        | ADMINISTRATIVE LEAVE PAID    | OTHER                         |
| <b>TRANSFER</b> | ADMINISTRATIVE LEAVE UN-PAID |                               |

COMMENTS, IF NECESSARY

**Motion to transfer Giana to a position at the FRC as the Family Development/Coshi Coordinator at a salary of \$37,404 yearly**

I, Sheila Hudson-Macchietto, Director certify that the above presented information has been requested by the Department Head and or Elected Official directly responsible for the employee named within. I certify that I have received all proper documentaion and that I have entered the information on the Green Sheet to reflect the change as requested.

\_\_\_\_\_  
Sheila Hudson-Macchietto    02/27/2023

\_\_\_\_\_  
John Galusha-Board Chairman

\_\_\_\_\_  
Arica Andreatta, Vice Chairman

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

\_\_\_\_\_  
Date

Date to Finance Office:

I

HUERFANO COUNTY		
<b>PAYROLL STATUS CHANGE</b>		
EFFECTIVE DATE		
<b>3/17/2023</b>		
NAME: <b>Michelle Trujillo</b>	PAYROLL : <b>3/17/2023</b>	
<b>CHANGE OF ADDRESS/PHONE</b>	STREET	<b>355 Leon Ave</b>
	CITY, STATE, ZIP	<b>Walsenburg, CO 81089</b>
	TELEPHONE	
<b>CHANGE</b>	<b>FROM</b> <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	<b>TO</b>
JOB TITLE		<b>SCW III</b>
DEPARTMENT		<b>Part time on call crisis worker</b>
HOURS		
ANNUAL SALARY		
SEMI-MONTHLY SALARY		
HOURLY SALARY		<b>\$28.08</b>
OTHER SALARY		<b>Payout TBD by March 14</b>
<b>REASON FOR CHANGE</b>		
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	<b>RESIGNATION</b> RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID <b>Termination</b>	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF NECESSARY		
<b>Motion to accept Michelle Trujillo's resignation effective 3/17/2023</b>		
_____ Sheila Hudson-Macchietto Director,, Huerfano County Department of Human Services		
_____ John Galusha, Chairman		
Date	Date	
Date to Finance Office: _____		

HUERFANO COUNTY

# PAYROLL STATUS CHANGE

EFFECTIVE DATE

2/17/2023

NAME: **Fernando Vasquez**

PAYROLL :

3/3/2023

CHANGE OF ADDRESS/PHONE

STREET

CITY, STATE, ZIP

TELEPHONE

CHANGE

FROM

(DOES NOT APPLY TO NEW EMPLOYEE)

TO

JOB TITLE

**Sheriff Deputy**

DEPARTMENT

**Sheriff Office**

HOURS

ANNUAL SALARY

**\$36,627.36**

SEMI-MONTHLY SALARY

HOURLY SALARY

OTHER SALARY

**Non - Exempt**

## REASON FOR CHANGE

NEW HIRE

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

**TERMINATION**

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

**Motion to Approve the Resignation of Fernando Vasquez as Sheriff's Deputy effective 02/17/2023.**

Elected Official/Department Manager

John Galusha, Chairman

Date

Date

Date to Finance Office:



HUERFANO COUNTY

<b>PAYROLL STATUS CHANGE</b>	<b>EFFECTIVE DATE</b>
	<b>2/17/2023</b>

<b>NAME:</b> <b>William Cordova</b>	<b>PAYROLL :</b> <b>3/17/2023</b>
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<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		<b>Shop Manager/Operator</b>
DEPARTMENT		<b>Road &amp; Bridge</b>
HOURS		
ANNUAL SALARY		<b>\$50,000.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		<b>Non - Exempt</b>

**REASON FOR CHANGE**

- |           |                              |                               |
|-----------|------------------------------|-------------------------------|
| NEW HIRE  | <b>RESIGNATION</b>           | 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 |                               |
|           | <b>TERMINATION</b>           |                               |

COMMENTS, IF NECESSARY

**Motion to Approve the Resignation of William Cordova as Shop Manager/Operator effective 02/28/2023.**

\_\_\_\_\_  
Elected Official/Department Manager

\_\_\_\_\_  
John Galusha, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Date to Finance Office: \_\_\_\_\_

HUERFANO COUNTY		
<b>PAYROLL STATUS CHANGE</b>	EFFECTIVE DATE	
2/15/2023		
NAME: <b>Jacob Jenkins</b>	PAYROLL : 2/17/2023	
<b>CHANGE OF ADDRESS/PHONE</b>	STREET CITY, STATE, ZIP TELEPHONE	
<b>CHANGE</b>	<b>FROM</b> <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	<b>TO</b>
JOB TITLE	<b>Deputy - Sergeant</b>	
DEPARTMENT	<b>Sheriff</b>	
HOURS		
ANNUAL SALARY	<b>\$54,130.18</b>	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	<b>Non-Exempt</b>	
<b>REASON FOR CHANGE</b>		
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID <b>TERMINATION</b>	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF NECESSARY		
<b>Motion to Accept the Resignation of Jacob Jenkins Effective 02-15-2023</b>		
Elected Official/Department Manager _____		Chairman _____
Date _____		Date _____
Date to Finance Office: _____		



HUERFANO COUNTY		
<b>PAYROLL STATUS CHANGE</b>		
<b>EFFECTIVE DATE</b>		
<b>2/5/2023</b>		
<b>NAME:</b>	<b>Tyler Martin</b>	
<b>PAYROLL :</b>	<b>2/17/2023</b>	
<b>CHANGE OF ADDRESS/PHONE</b>	STREET	
	CITY, STATE, ZIP	
	TELEPHONE	
<b>CHANGE</b>	<b>FROM</b> <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	<b>TO</b>
JOB TITLE	<b>Detention Officer</b>	
DEPARTMENT	<b>Jail</b>	
HOURS		
ANNUAL SALARY	<b>\$34,500.18</b>	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	<b>Non-Exempt</b>	
<b>REASON FOR CHANGE</b>		
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	
	<b>TERMINATION</b>	
COMMENTS, IF NECESSARY		
<b>Motion to Accept the Resignation of Tyler Martin Effective February 5, 2023</b>		
Elected Official/Department Manager	Chairman	
Date	Date	
Date to Finance Office: _____		



# PETITION FOR ABATEMENT OR REFUND OF TAXES

County Name HUERFANO

Date Received 3/2/2023  
Use Assessor's or Commissioners Date Stamp

**Section I: Petitioner: please complete Section I only**

Date: March 2 2023  
Month DAY Year

Petitioner's Name: Brunker, Larry L.  
Petitioner's mailing address: 415 W. Spruce  
Walsenburg CO 81089  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>204591</u>	<u>SEC. 24-27-68: NW4NE4 TRACT 271, TRACT 271 BLACK HILLS #2, 40.797 ACRES M.O.L. 393-562-563 330685 390039</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the property for the property tax year 2022 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

*The Proper documents to qualify for agricultural status were filed, however, the change to the classification was not done.*

Petitioner's estimate of value \$ \_\_\_\_\_ ( \_\_\_\_\_ )  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompany exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

\_\_\_\_\_  
Petitioner's Signature Daytime Phone Number \_\_\_\_\_

BY \_\_\_\_\_  
Agent's Signature \* Daytime Phone Number \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)		
	Tax Year	<u>2022</u>		
	<u>Actual</u>	<u>Assessed Value</u>	<u>Tax</u>	
Original	<u>\$18,962</u>	<u>\$5,499</u>	<u>\$411.78</u>	
Corrected	<u>\$858</u>	<u>\$227</u>	<u>\$17.00</u>	
<b>Abate/Refund</b>	<u>\$18,104</u>	<u>5272</u>	<u>\$394.78</u>	

**Assessor recommends approval as outlined above**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2022 Protest?  No  Yes (if a protest was filed, please attach a copy of NOD.)

**Assessor recommends denial for the following reason(s):**

Elisha Meadows  
Assessor's or Deputy Assessor's Signature

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114 shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, §39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with \*39-1-113(1.5), C.R.S.

Tax Year \_\_\_\_\_

	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the county treasurer for full payment information

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Huerfano County, State of Colorado, at a duly and lawfully called regular meeting held on 03 / 14 / 2023, at which meeting there were present the following members:  
Month Day Year  
John Galusha, Arica Andreatta, Karl Sporleder

with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and ~~Assessor~~ Treasurer - Debra Reynolds (**being present--not present**) and  
Name  
petitioner Larry L Brunker (**being present--not present**), and WHEREAS, The said  
Name  
County Commissioners have carefully considered the within application, and are fully advised in relation thereto NOW BE IT RESOLVED, That the Board (~~agrees--does not agree~~) with the recommendation of the assessor and the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

<u>2022</u>	<u>5272</u>	<u>\$394.78</u>
Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, Erica Vigil, County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this 14th day of March, 2023.  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The Action of the Board of County commissioners, relative to the within petition, is hereby  
\_\_\_ Approved; \_\_\_ Approved in part \$ \_\_\_\_\_; \_\_\_ Denied for the following reason(s):  
\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114 shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, §39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with \*39-1-113(1.5), C.R.S.

Tax Year \_\_\_\_\_

	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the county treasurer for full payment information

Petitioner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section IV: Decision of the County Commissioners**  
(must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Huerfano County, State of Colorado, at a duly and lawfully called regular meeting held on 03 / 14 / 2023, at which meeting there were present the following members:  
Month Day Year  
John Galusha, Arica Andreatta, Karl Sporleder

---

with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and ~~XXXXX~~ Treasurer - Debra Reynolds (**being present--not present**) and  
Name  
petitioner Micky & Malea Schmidt (**being present--not present**), and WHEREAS, The said  
Name  
County Commissioners have carefully considered the within application, and are fully advised in relation thereto  
NOW BE IT RESOLVED, That the Board (**agrees--does not agree**) with the recommendation of the assessor and the petition be (**approved--approved in part--denied**) with an abatement/refund as follows:

<u>2022</u>	<u>1671</u>	<u>\$146.32</u>
Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
**Chairperson of the Board of County Commissioners' Signature**

I, Erica Vigil, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this 14th day of March, 2023  
Month Year

\_\_\_\_\_  
**County Clerk's or Deputy County Clerk's Signature**

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The Action of the Board of County commissioners, relative to the within petition, is hereby  
\_\_\_ Approved; \_\_\_ Approved in part \$ \_\_\_\_\_; \_\_\_ Denied for the following reason(s):  
\_\_\_\_\_

\_\_\_\_\_  
**Secretary's Signature**

\_\_\_\_\_  
**Property Tax Administrator's Signature**



PETITION FOR ABATEMENT OR REFUND OF TAXES

23-12

County Name HUERFANO

Date Received 3/7/2023 Item 3k.  
Use Assessor's or Commissioners Date Stamp

**Section I: Petitioner: please complete Section I only**

Date: 3/7/2023  
Month DAY Year

Petitioner's Name: Mickey & Malea Schmidt  
Petitioner's mailing address Po Box 373  
La Veta Colorado 81055  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>5112215</u>	<u>Mobile Home 72 Coburn 67X12 on part of Blk 64</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the property for the property tax year 2022 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

*Should have been classified 9290 exempt for 2023.*

Petitioner's estimate of value \$ \_\_\_\_\_ ( )  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompany exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

\_\_\_\_\_  
Petitioner's Signature Daytime Phone Number \_\_\_\_\_  
Email \_\_\_\_\_

BY \_\_\_\_\_  
Agent's Signature \* Daytime Phone Number \_\_\_\_\_  
Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)	
	Tax Year	<u>2022</u>	
	<u>Actual</u>	<u>Assessed Value</u>	<u>Tax</u>
Original	<u>24,045</u>	<u>1,671</u>	<u>\$146.32</u>
Corrected	<u>0</u>	<u>0</u>	<u>\$0.00</u>
<b>Abate/Refund</b>	<u>24.045</u>	<u>1,671</u>	<u>\$ 146.32</u>

Assessor recommends approval as outlined above

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2022 \_\_\_ Protest? \_\_\_ No \_\_\_ Yes (if a protest was filed, please attach a copy of NOD.)

Assessor recommends denial for the following reason(s):

Elosha Meadows  
Assessor's or Deputy Assessor's Signature

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114 shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, §39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with \*39-1-113(1.5), C.R.S.

Tax Year \_\_\_\_\_

	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the county treasurer for full payment information

Petitioner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section IV: Decision of the County Commissioners**  
(must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Huerfano County, State of Colorado, at a duly and lawfully called regular meeting held on 03 / 14 / 2023, at which meeting there were present the following members:  
Month Day Year  
John Galusha, Arica Andreatta, Karl Sporleder

with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and ~~Assessor~~ Treasurer - Debra Reynolds (**being present--not present**) and  
Name  
petitioner David Vucetich (**being present--not present**), and WHEREAS, The said  
Name  
County Commissioners have carefully considered the within application, and are fully advised in relation thereto  
NOW BE IT RESOLVED, That the Board (~~agrees--does not agree~~) with the recommendation of the assessor and the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

<u>2022</u>	<u>830</u>	<u>\$62.16</u>
Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
**Chairperson of the Board of County Commissioners' Signature**

I, Erica Vigil \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this 14th day of March, 2023  
Month Year

\_\_\_\_\_  
**County Clerk's or Deputy County Clerk's Signature**

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The Action of the Board of County commissioners, relative to the within petition, is hereby  
\_\_\_ Approved; \_\_\_ Approved in part \$ \_\_\_\_\_; \_\_\_ Denied for the following reason(s):  
\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

# PETITION FOR ABATEMENT OR REFUND OF TAXES

County Name HUERFANO

Date Received 3/3/23  
Use Assessor's or Commissioners Date Stamp

**Section I: Petitioner: please complete Section I only**

Date: March 3 2023  
Month DAY Year

Petitioner's Name: David Yucetich  
Petitioner's mailing address: 775 Co Rd 103  
Walsenburg Co 81089  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
4049	Min Rts und 1/3 int Sec 1-29-67: lts 2-3-4, SW4NE4, all int lot 1 SE4SE4. Und 1/2 int Sec 5-29-67: W2SW4, all int in Sec 31-28-66 SW4NE4, Sec 27-28- NE4NE4, Sec 26-29-69 SW4NW4, NW4SW4

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the property for the property tax year 2022 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)  
*Minerals were double assessed with 1834 & 5140*

Petitioner's estimate of value \$ \_\_\_\_\_ ( \_\_\_\_\_ )  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompany exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

\_\_\_\_\_  
Petitioner's Signature Daytime Phone Number \_\_\_\_\_

BY \_\_\_\_\_  
Agent's Signature \* Daytime Phone Number \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-0-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)		
	Tax Year	2022		
	Actual	Assessed Value		Tax
Original	<u>2862</u>	<u>830</u>		<u>62.16</u>
Corrected	<u>0</u>	<u>0</u>		<u>0.00</u>
Abate/Refund	<u>2862</u>	<u>830</u>		<u>62.16</u>

Assessor recommends approval as outlined above

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2022 Protest?  No  Yes (if a protest was filed, please attach a copy of NOD.)

Assessor recommends denial for the following reason(s):

Elisha Meadows  
Assessor's or Deputy Assessor's Signature



## Huerfano County Planning Commission Staff Report – Permit #23-06 Gravel Pit Siete

Joint Public Hearing Date: February 28, 2023; Continued on March 14, 2023

### **Request**

With this Application Siete Inc. (the Applicant) requests the following:

Conditional Use permit pursuant to LUR Section §1.06 to establish a gravel pit to serve as a material source for two large projects at first then various other projects over time. The parcel is the school section located at Section 36, Township 25S, Range 67. The SE corner of the section is at the intersection of County Road 650 and I-25.

This application is for a permit to mine for gravel anywhere in the 640-acre school section, though initial plans are limited to a 30-acre area in the northwest quadrant of the section. The 30-acre site is expected to produce gravel for 5-10 years, and the life-span of the project may be 20-30 years. Mining would be expected to take place intermittently as projects arise.

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

### **Site Description**

There is an arroyo cutting through the section, and some rolling hills near where the 30-acre quarry site is proposed.

### **Code References**

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

§1.06 Conditional Use Permits

§1.05 Use Table Reference

This proposal falls under 1.05.57 in the Use Table, and is a conditional use in the Agricultural zone.

1.05.57: Rock quarries, sand and gravel excavating pits, pipelines, strip and underground coal mines and all appurtenances and accessory uses thereto.

### **Background**

On February 9, 2023, an Application for a Conditional Use Permit, Application Fees, a letter of interest, and site plan were received by the County. Missing from the application at the time of writing this staff report were proof of ownership and copies of other permits granted in association with this project. It is believed that the State Land Board owns the land, and a gravel mining operation does receive oversight from other state agencies.

Siete has submitted a Special 111 permit application to the Division of Reclamation Mining and Safety, as well as the Air Pollution Emissions Notice to the Department of Public Health and Environment.

### Application Materials 1.06.01

#### Required Submittals for a CUP:

1. Letter of intent
  - a. Current and proposed uses
  - b. Impacts of proposed use on roads, traffic, safety, services, environment.
  - c. Comprehensive Plan compliance statement
  - d. Proof of ownership
  - e. List of other state or federal permits granted or applied for.
  - f. List of names and mailing addresses of all listed owners of adjacent property
2. Site Plan
3. Vicinity map – area within 500 ft of property, description of any plats and improvements on property within 500 ft.

Completeness: Proof of ownership was not submitted with application materials.

### Criteria/Findings

In order for an Conditional Use Permit to be issued, the criteria set forth in LUR Section 1.06 must be met. An analysis of these criteria is provided below:

Planning commission shall determine if a public hearing is required per **1.06.02**:

1. That the proposed conditional use conforms to the requirements and provisions of this zoning regulation.
2. That the proposed conditional use is consistent with the goals, objectives and policies of Huerfano County, as contained in the County comprehensive plan.
3. That the proposed conditional use is consistent with and in harmony with neighboring land uses and future intended land uses in the area.
4. That the proposed conditional land use will not result in overly intensive use of the land relative to current use of the surrounding land.
5. That the proposed conditional use will not result in unmitigated traffic congestion or hazards to vehicular or pedestrian traffic and its roads will meet the requirements of Subdivision County Road Standards and Specifications.
6. That the proposed conditional use not unnecessarily scar the land on which such use would be located and that the proposed use provide all measures necessary to mitigate negative impacts upon agricultural lands, critical wildlife habitat, seasonal wildlife migration corridors, scenic views and existing cultural and historical resources.
7. That the proposed conditional use will not be likely to prove detrimental to the public health, safety or welfare of County residents nor cause hardship for neighboring persons.

### Analysis

1. This is a conditional use in this zone, thus this is the appropriate course to pursue.
2. No specific mention of the Comprehensive Plan was made in the applicant's letter. Gravel pits are a necessary infrastructure component to support road construction and maintenance.
3. *Harmony with neighboring land uses and future land uses.* Gravel mining has the potential to produce noise, vibrations, dust, and a long term impression upon the land. There no apparent structures or uses other than grazing within 500 feet of the proposed site.

4. Relative to nearby uses, gravel mining is a more intense use. The Planning Commission should consider how to interpret criterion #4.
5. *Traffic:* The proposed use will result in approximately 15 trucks per hour at peak hours, generating around 70 trips per day. This will have an impact on the roads, and the Planning Commission should consider a condition attached with this application related to road maintenance. Road and Bridge Department should consider whether proposed access is adequate and require applicant to obtain an access permit.
6. *Scarring the land:* A gravel mine will leave a permanent mark on the land. This mine will dig up to 20' deep over an area eventually to cover 30 acres. The attached map depicts the change to the topography after the mine scar has been capped and mitigated. Mitigation efforts for this project will include capping mined areas with topsoil and re-planting.  
  
An access road to the gravel pit will have to be built. No details were provided on this aspect of the project. State permits will require dust mitigation on the access road.
7. *Detriment to health, safety and welfare, and hardship for neighboring persons:* It is not apparent to staff that this project will have a direct impact on any individuals, as there are not homes or businesses in the immediate area.

### Referral Comments

Referral agencies contacted on February 14, 2023:

Huerfano County Emergency Management Department: [rwalsh@huerfano.us](mailto:rwalsh@huerfano.us)

Colorado Division of Parks and Wildlife: [cody.purcell@state.co.us](mailto:cody.purcell@state.co.us), [mike.brown@state.co.us](mailto:mike.brown@state.co.us) [joshua.bonar@state.co.us](mailto:joshua.bonar@state.co.us)

Huerfano County Health Department: [rsykes@la-h-health.org](mailto:rsykes@la-h-health.org), – No Comment

Huerfano County Road and Bridge Department: [dhribar@huerfano.us](mailto:dhribar@huerfano.us), [cbechaver@huerfano.us](mailto:cbechaver@huerfano.us)

Huerfano Fire protection District: [fixitsammo@gmail.com](mailto:fixitsammo@gmail.com)

Huerfano County Sheriff's office: [BRUCENEWMAN@BRESNAN.NET](mailto:BRUCENEWMAN@BRESNAN.NET)

Spanish Peaks Regional Health Center: [dmcgraw@sprhc.org](mailto:dmcgraw@sprhc.org)

CDOT – contacted 2/23 – Michele Regalado and others: [michelle.regalado@state.co.us](mailto:michelle.regalado@state.co.us).

### Staff Comment

At the time of updating this staff report, only the Health Department responded, stating that they had no comment.

CDOT was not contacted on Feb. 14. On February 24, CDOT responded with a letter stating that they would require a Traffic Memo to give additional information on the types of trucks being used and whether there will be additional trip generation, such as from employees commuting to the site. Additionally, CDOT will require an access permit to document traffic generated at CR 650 and I-25.

The Planning Commission will meet via Zoom at 2:00 on February 28, following the Joint Public Hearing for the purpose of making a recommendation to the Board of County Commissioners.

### Previous CUP applications for gravel pits have included the following conditions:

1. Road maintenance agreements for County roads and for on-site haul roads, including magnesium chloride application frequency, maintaining or providing material to maintain or improve County roads impacted, and improving or replacing cattle guards.
2. Widening corners on a County road.

3. Require all permits to be approved and in place prior to commencement of operations. Copies of permits shall be provided to the Land Use Office.
4. Secondary containment for fuels stored on site.
5. Weed control plan approved by Huerfano County. (In one case, this applied to along a County Road).
  - a. Reclamation Bond in the amount of \$10,000 shall be required, and site inspections will be performed by the Huerfano County Weed Manager.
  - b. County will perform baseline weed monitoring study.
  - c. Noxious weed inspection min. 4x per year.
6. Truck restrictions (which roads they will/will not use)
7. Mining to begin within one year of approval.
8. Permanent truck turning signs placed on both sides of the access location.
9. Applicant shall address dust mitigation and potential water runoff/soil erosion prior to starting the project.
10. 09-30 required renewal every six years.

### Scope of operations of previous gravel mining CUPs

**02-043 Blasi and Son Trucking and Earthmoving:** maximum disturbance 9.5 acres at one time; 5 acres excavated and 4.5 acres for stockpile and processing.

**04-011 Franciscotti Pit:** 250-acre site mining in seven phases between 30 and 60-acres disturbed in each phase. Only 10-acres to be disturbed at a time in phases 2-7, 30-acres of Phase 1 (60 acres, including 5-acre operations/stockpile area) was previously mined and plan includes re-grading and mining; plan states that reclamation will be concurrent with mining in all phases.

**14-004 Peak View Gravel Pit:** Processed material not to exceed 69,999 tons/year; 40-acre parcel with mining plan to mine in three phases including between 10 and 14.8 acres each. Total of 200 acres to be disturbed.

**09-30 Leone Sand and Gravel:** Mining plan indicated phasing including mining on 175 acres in 8 phases ranging from 14.5 acres to 22.4 acres each with each phase covering a time span of five years.

**17-008 JW Cattle Ranch:** Disturbed area not to exceed 5.6 acres at any time. Three to four phases lasting 1.5 years from 4.1-5.6 acres to be mined at one time.

**17-015 Colorado Crushing – Perrino Pit:** On 96 acre site, a max of 90 acres to be disturbed by mining. 20 acres to be disturbed at any one time, with stockpile/pricessing area to cover 15 acres and up to five-acres to be actively mined.

**17-018 – HCWCD:** Pit area 7.7 acres, processing/stockpile area 4.8 acres.

**18-002 – Aught Six Ranch:** Total 10-acres.

**20-020 – Walsenburg Sand and Gravel:** 46.91 ac; 2013 CUP permitted mining on 20.18 acres, 20-020 added 26.73 acres.

### Submittals included in previous CUPs for gravel pits:

- Letter from Colorado Parks and Wildlife (CPW). A CPW letter is required for a 112 permit, but not for a 111 permit.
- Soils report (ranging from one page to 33 pages in length) – used to determine that sufficient soil can be salvaged to reclaim disturbed lands.
- Soils and vegetation map
- Mining plan and map
- Reclamation plan and map

- Timetable for reclamation
- Exemption letter from need for state reclamation permit from CDRMS

### Recommended Conditions to Consider

1. Traffic Control Plan – signage, lower truck speed limit, Access Permit Lascar to access road.
2. Road Maintenance: Mag Chloride on Lascar Rd. and access rd. once per year or as needed as determined by the Road and Bridge Department; yearly grading and application of gravel to keep road up to County standards.

NOTE: As of the preparation of this report, staff is waiting on an opinion from Bruce Roscoe on how to most effectively address road maintenance.

3. Letter from Colorado City Metro District that they are authorized to haul up to 4,000 gal (or certain amount per day).
4. Noxious weed plan with security bond.
5. Acreage/scope of operations: This application describes a Phase I to develop 30-acres for mining. There are implied subsequent phases that are not described that would increase the scope and scale of operations. Siete's lease is for whole 640-acre section and intent is for CUP conditions to apply to entire section so they can expand their scope as they see fit. The amount of bonding required by state permits is a function of the scale/impact of operations (acreage, depth, etc.), so there is some state oversight of how much would be mined at any given time, though this may only be limited by the amount for which Siete is bonded.
6. One-year Review: review performance vis-à-vis conditions of permit. (Upon complaint and/or as a letter from applicant attesting to compliance with each condition and describing any changes that have taken place).
7. Hours of operation. In the application materials, hours of operation were stated as 7am to 5pm. Whether this is intended to apply to all aspects of the operation is not clear and needs clarification. Does this apply only to the crusher, to the loading of trucks, to the operation of mining equipment?

### Other considerations:

- Since the scope of future operations in this application is undefined and unknown, considering conditions to include in this CUP that would pertain to impacts from a scope of operations not described herein presents a challenge. One possible approach would be to include a condition that the CUP be presented to Commissioners with each proposed "significant" change in scope so that conditions could be reviewed and amended as needed.
- The Tom Branch Apache Creek, an intermittent stream, runs through the section. If more than the thirty acres initially proposed is to be permitted for mining, consider 200 ft. setbacks between mining operations and intermittent streambeds.



- Another approach to limit the impact of the mine could be to limit the total acreage to be mined at any one time.
- If the ultimate scale of mining is not something the County wants to condition, the County should consider requiring updates to the CUP to include changes to scope and up-to-date copies of all state-issued permits.
- In their letter of intent, the applicant stated that mining would be to a depth up to 20 ft. This could be considered as a condition of the permit.
- How the rock will be extracted is not described – will explosives be used?
- Magnesium chloride vs. chip seal on County road 650 – the first mitigates dust, the second would mitigate both dust and potential for rocks kicked up that could damage windshields, etc.

#### **Commission Action Options:**

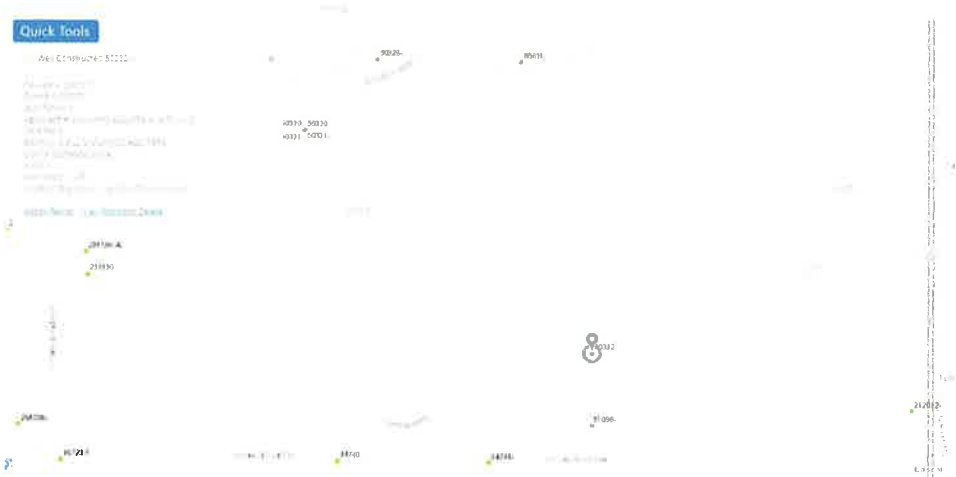
1. **Approval** without any special conditions.
2. **Conditional** Approval with a description of the special conditions.
3. **Denial**, indicating for the record the reason(s) for such action.
4. **Continuation** until a future date to gather more information or obtain clarification or for any other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

#### **Enclosures**

- Application Materials
- Letter from CDOT
- Traffic Memo
- Division of Reclamation Mining and Safety preliminary adequacy review, 111 Construction Materials New Permit Application Lascar Pit, Permit No. M-2023-005
- Updated Special Operations 111 Permit Application submitted to Division of Reclamation Mining and Safety.



**PFM Consulting LLC**



Site is working to get a Colorado Division of Reclamation, Mining and Safety 111 Permit for this site, as well as an APEN (fugitive air emissions permit) through the Colorado Department of Public Health and Environment.

- The adjacent landowners are as follows:
- Paula Bezona Williams
  - Richard L and Nancy C Reding
  - Great Western Land & Cattle Inc.
  - Trustee of Yelena Choin
  - Tri Crown LLC
  - Marksheffel-Woodmen Investments

Warm Regards,

  
Jodi Schreiber  
Owner, PFM Consulting LLC

1774 N. Cougar Drive  
Pueblo West, CO 81007  
(719) 529-0916  
pfmconsultingcompany@gmail.com  
www.pfmconsultingllc.com



## GENERAL LAND USE APPLICATION

Application File No.: \_\_\_\_\_

### 1. ACTION(S) REQUESTED:

- X 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: Siete, Inc.  
Applicant's Mailing Address: 8155 Park Road, PO Box 202, Rye, CO 81069  
Applicant's Telephone and/or FAX: 719-529-0916  
Applicant's E-Mail Address: pfmconsultingcompany@gmail.com  
Name of Land Owner: Colorado State Land Board  
Land Owner's Mailing Address: 1127 Sherman Street, Suite 300, Denver, CO 80203  
Land Owner's Telephone and/or FAX: 303-866-3454

### 4. SUMMARY OF APPLICATION:

Land Area included within the scope of this Application: 640  Square Feet or  X Acres  
Parcel (Schedule) Number (Available from Assessor): \_\_\_\_\_  
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): Not Applicable  
Number of Existing Lots: 1  
Number of Proposed Lots: 1  
Number of Proposed Dwelling Units: 0

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



Item 6a.

### GENERAL LAND USE APPLICATION

Proposed Average Lot Size: Not Applicable

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

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: Not Applicable

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

YES, please list all permits or approvals required: \_\_\_\_\_

Colo. Division of Reclamation Mining and Safety Permit, Colo. Dept. of Public Health APEN

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

Not Applicable

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-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: [Signature] Date: 2-8-23

Printed Name: Baxter Kirkland

#### 6. ACTION (by the authorized permitting authority):

Final Approval  Conditional Approval  Denial

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_





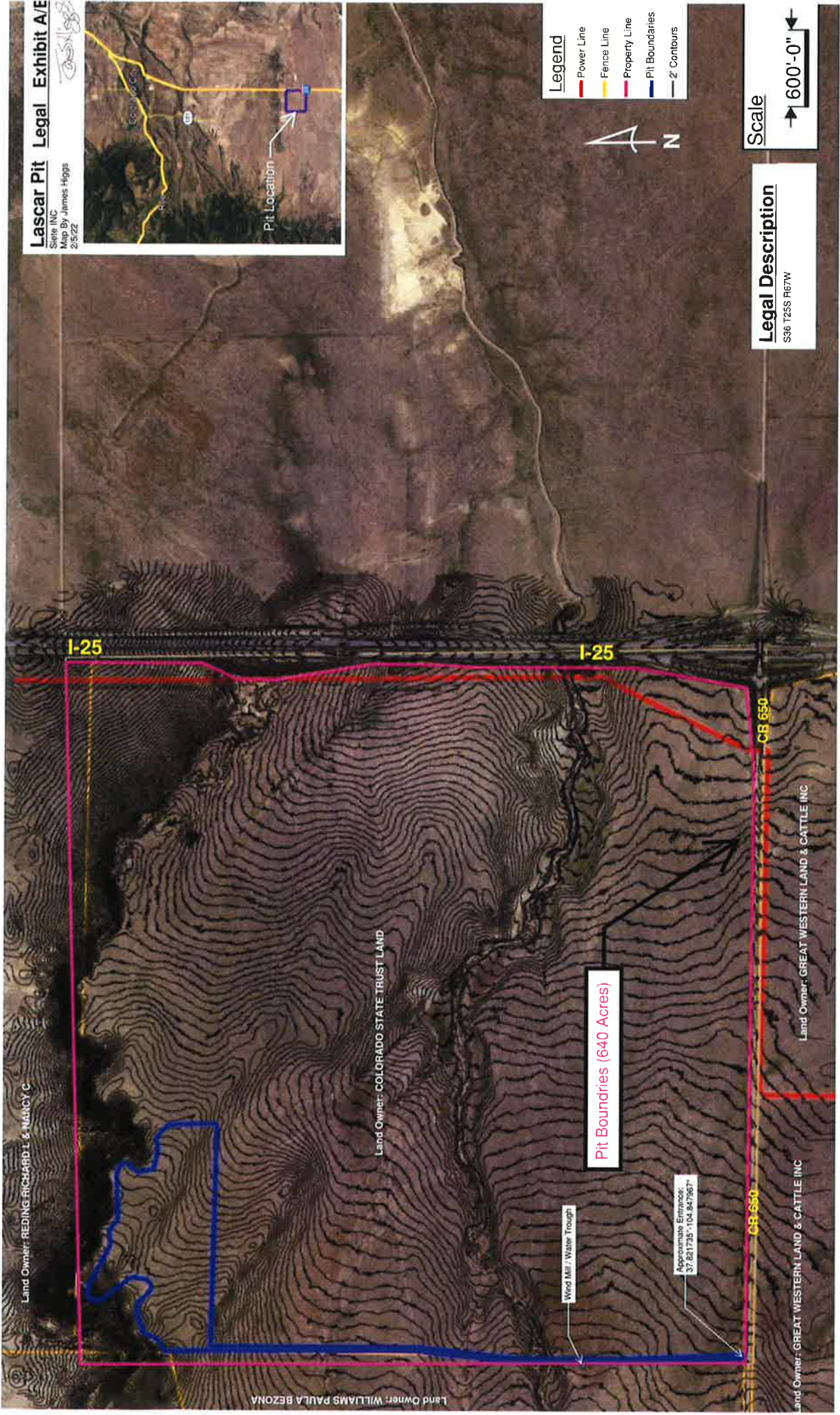
Item 6a.



**Lascar Pit Legal Exhibit A/E**

Site INC  
 Map By James Higgs  
 2/3/22

Pit Location



- Legend**
- Power Line
  - Fence Line
  - Property Line
  - Pit Boundaries
  - 2' Contours



**Scale**  
 600'-0"

**Legal Description**  
 S36 T25S R67W

Land Owner: WILLIAMS PAULA BEZONA

Land Owner: REDING RICHARD L & NANCY C

Land Owner: COLORADO STATE TRUST LAND

Land Owner: GREAT WESTERN LAND & CATTLE INC

Land Owner: GREAT WESTERN LAND & CATTLE INC

Pit Boundaries (640 Acres)

Wood Mill Water Trough

Approximate Entrance:  
 37.831725° -104.847957°

I-25

I-25

CR 650

CR 650

Item 6a.



Land Owner: REDING RICHARD L & NANCY C

Land Owner: WILLIAMS PAULA BEZONA



Permit Boundaries  
(30 Acres)

Land Owner: COLORADO STATE TRUST LAND

6140

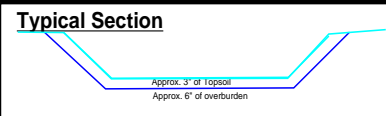
6130

6120

Land Owner: COLORADO STATE TRUST LAND

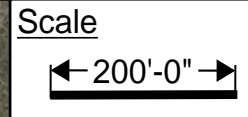
6110

Land Owner: COLORADO STATE TRUST LAND



**Legend**

- Permit Boundary (30.0 Acres)
- Existing Fence Line
- 2' Existing Contours
- Property Boundaries
- Erosion Berm/Stockpile of Topsoil & Overburden



- Notes:
- 1) Floor depth will be determined in the field.
  - 2) All slopes will be mined at a 3:1, except for the working face.
  - 3) Entrance Location: 37.821735° -104.847967°

Haul Road





# COLORADO

## Department of Transportation

Region 2 Permits

5615 Wills Blvd, Suite A  
Pueblo, CO 81008-2349

February 24, 2023

I-25 South (Exit 64)  
Huerfano County

**Sky Tallman**, Land Use Director  
Huerfano County Land Use  
401 Main Street, Suite 304  
Walsenburg, CO 81089

RE: Lascar Pit / Siete, Inc. - Conditional Use Permit 23-06

Dear Sky,

I am in receipt of a referral request for planning referral comments for Conditional Use Permit 23-06 for Lascar Pit / Siete, Inc. The proposed operation will extract sand and gravel with on-site processing. The site consists of ±640 acres; of the ±640 acres, approximately 30 acres will be mined during the first phase. The remaining ±610 acres will be utilized once all mining has been completed on the first 30-acre area. The mining operation is 13 miles north of Walsenburg on County Road 650, east of I-25 in Huerfano County. After review of all documentation, we have the following comments:

### Traffic

The submitted documents have been reviewed by a CDOT Traffic Engineer. Their comments follow:

- There are approximately 200 vehicles per day at the I-25 and County Road 650 on-ramps. The letter of intent indicates an estimate of 15 trucks per hour; without knowing the specifics of the actual haul trucks being used, this can either equate to 2 times or 3 times the number of trucks into Passenger Car Equivalent (PCE) = 30 to 45 pce/hr.
- A Traffic Memo is required to be submitted to CDOT for review that follows the State Highway Access Code (SHAC) guidelines. Ensure the following is included/addressed in the memo:
  - Type of trucks anticipated being used, converted to PCE as per ITE guidelines.
  - Any additional trip generators (i.e. mechanics, site workers, etc).
- **Please submit a Traffic Memo to CDOT for review and comment.**

### Access

The proposed development will impact CDOT infrastructure. Our comments follow:

- Section 1.4(1) of the State Highway Access Code, states in part that no person, shall construct any access providing direct vehicular movement to or from any state highway from or to property in close proximity or abutting a state highway without an access permit issued by the designated issuing authority with the written approval of the Department.
- Under Section 2.6 (Change in Land Use and Access Use) of the State Highway Access Code, states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by 20% and or vehicle type, the permittee or property owner will coordinate with the local authority and the Department to determine if a new



access permit and/or modifications to the access are required. Roadway improvements are anticipated for Powers Boulevard and Mesa Ridge Parkway.

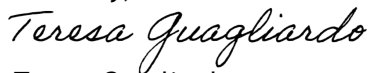
- A CDOT Access Permit will be required for this development to document the traffic generated at County Road 650 and I-25.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me in Pueblo at (719) 546-5440 or by email [teresa.guagliardo@state.co.us](mailto:teresa.guagliardo@state.co.us) with any questions.

Sincerely,



Teresa Guagliardo  
CDOT R2 Access Management Trainee

Xc: Sparks  
Martinez, Patrol 4  
Jagow  
Gonzales/Regalado/file





## PFM Consulting LLC

Colorado Department of Transportation  
R2-Permits-Access-Traffic and Safety  
5615 Willis Blvd. Suite A  
Pueblo, CO 81008

RE: Lascar Pit Traffic Memo – Huerfano County I-25 and County Road 650

February 26<sup>th</sup>, 2023

Ms. Guagliardo,

Please accept this and the included map as the Traffic Memo for I-25- Huerfano County MM64. This access is being requested as a part of a gravel pit project that is being developed in Huerfano County to produce aggregate for CDOT Project No. FBR 025A-045 and for Federal Highway Administration Project 6982AF23C000001. This site will encompass 30 acres for these two projects and will expand as demand warrants. The site is anticipated to be operation for 15-20 years.

This site will be regulated by several county and state agencies. Huerfano County Land Use is in the process of approving a Special Use Permit for the operation. Additionally, the Colorado Department of Natural Resources Division of Reclamation, Mining and Safety requires a Special Operations 111 Reclamation Permit Application. The Colorado Department of Public Health and Environment requires an Air Pollution Emission Notice (APEN). Based upon these permits and their production limits, we can reasonably estimate traffic volumes, due to restrictions that these permits put on the project itself.

Based upon production limits mentioned above, the project estimates no greater than 70 semi-truck (belly dump) loads being hauled from the site in any given day. This number is based upon being able to load each truck with 28 tons of aggregate material. This level of traffic will occur during the construction of the above-referenced projects and will be significantly less during normal business operations throughout the rest of the year. To produce aggregate for these projects, the site would see heavier activity from March of 2023 to the Fall of 2023. A more realistic number following the projects is 70,000-100,000 tons of aggregate being hauled from the site, which would lower the daily truck count to 15-17. The site anticipates running from 7 am to 5 pm Monday through Friday. The highest truck traffic per hour based on 70 trucks per day would be 7 trucks per hour. The lower average of hourly truck traffic would then be anywhere from 2-4 trucks per hour. Converting the highest level of traffic to a passenger car equivalent is 21 trucks per hour.

1774 N. Cougar Drive  
Pueblo West, CO 81007  
(719) 529-0916  
pfmconsultingcompany@gmail.com  
www.pfmconsultingllc.com



## PFM Consulting LLC

The number of employees at the site would be approximately 6. The traffic from these employees would be at 6-7 a.m. and then again around 5-6 p.m. There may be local vendors (i.e., maintenance vendors) who would be onsite on an occasional basis. This traffic is difficult to estimate but would range from 1-2 vehicles per day at a maximum. Based upon these assumptions, the highest daily vehicle count would be 218. Again, this site would run approximately 10 hours per day, so this would equate to 22 passenger car equivalents per hour.

As this site will be an operational gravel pit, there is not one designated haul route. The haul route will be driven by the local economy and aggregate sales. The two projects listed above will move gravel both north and south on I-25 from this site. This will split the impact to the on/off ramps by moving aggregate in two different directions.

The current access road will be Huerfano County Road 650 south of the parcel. The pit will use the far westerly edge of the section to access the gravel site. Please see the attached map for a detail of the location of the interior haul road and how that intersects Huerfano County Road 650 and I-25.

Please let me know if you need any additional information to proceed with the Access Permit Application

Warm Regards,

*Jodi Schreiber*

Jodi Schreiber, Owner  
PFM Consulting LLC

1774 N. Cougar Drive  
Pueblo West, CO 81007  
(719) 529-0916  
pfmconsultingcompany@gmail.com  
www.pfmconsultingllc.com



March 7, 2023

Baxter Kirkland  
Siete, Inc.  
P.O. Box 202  
Rye, CO 81069

Jodi Schreiber  
PFM Consulting LLC  
1774 N Cougar Dr.  
Pueblo West, CO 81007

**Re: Preliminary Adequacy Review, 111 Construction Materials New Permit Application Lascar Pit, Permit No. M-2023-005**

Dear Mr. Kirkland and Ms. Schreiber,

The Division of Reclamation, Mining, and Safety (Division) has reviewed the content of your 111 Reclamation Permit Application for the Lascar Pit, File No. M-2023-005, and submits the following comments. **The Division is required to make an approval or denial decision no later than March 16, 2023; therefore, a response to the following adequacy review concerns should be submitted to the Division as soon as possible.** In order to allow the Division adequate time to review your responses to the following items, please submit your adequacy responses to the Division no later than three days prior to the decision date.

Please respond to this adequacy review with the requested information as revised pages and summarize each response to the numbered items below, in a cover letter titled "Adequacy Review Responses; M-2023-005".

The review consisted of comparing the application content with specific requirements of Rules 1, 3, 6.1, 6.2, 6.3, and 6.5 (if applicable) of the Minerals Rules and Regulations of the Colorado Mined Land Reclamation Board for the Extraction of Construction Materials. Any inadequacies are identified under the respective exhibit heading.

**EXHIBIT A**

1. The map titled "Lascar Pit – Siete INC Legal Exhibit A/B PG 3" has a north arrow that is actually facing east. Please rotate this map so that the north arrow is oriented north.

**EXHIBIT B**

2. Pursuant to Rule 6.3.2(b) the names of the structure owners for any permanent man-made structures within 200 feet of the affected area should be located on an Exhibit E – Map. In Exhibit L, the Applicant states that a stock tank, fence, water line, and County Road 650 are within 200 feet of the proposed site. Exhibit L states that Buzz Williams is the owner of the stock tank, water line, and fence. Exhibit L also states that Huerfano County is in the process of approving a Conditional Use Permit and will provide a Road Access Agreement upon approval.

On the map titled “Lasca Pit Existing Conditions Exhibit E”, the location of the stock tank and water line are not provided. Additionally, a wind mill/water trough is located on the map within 200 feet of the affected land boundary and a note is provided stating Buzz Williams owns all fences, the wind mill, and the water trough within “200”.

- Please update the notes to say within “200 feet”.
- Please clarify if the water trough/wind mill is being used interchangeably with ‘water line’ or ‘stock tank’.
- Also, on map “Lasca Pit Existing Conditions Exhibit E”, please include the location of the stock tank and water line. Also please list the owners of these structures and indicate Huerfano County as the owner of County Road 650.
- Upon approval, please provide the Division with a copy of the Road Access Agreement with Huerfano County. If this cannot be obtained, please provide a signed structure agreement or provide an engineering evaluation demonstrating that County Road 650 will not be damaged by activities at the mining operation.

### **EXHIBIT C**

3. In Exhibit C, under General Mining Plan, the Applicant states that “topsoil and overburden berms will be stored around the perimeter of the permit boundary for later use in reclamation”. On the map titled “Lasca Pit-Siete INC Mining Map Exhibit E”, topsoil and overburden are combined within one continuous berm. Pursuant to Rule 6.3.3(b), plant growth medium stockpiles (topsoil) must be located separate from other stockpiles, out of the way of mine traffic and out of stream channels or drainage ways.
  - a. Please revise the mining and reclamation plans to account for storing topsoil in a separate location from the overburden stockpiles.
  - b. Please update the applicable sections of Exhibit B, C, and D pertaining to topsoil and overburden stockpiles.
4. In Exhibits B, C, and D, the Applicant states that stockpiled topsoil will be stored in a site perimeter berm. Rule 6.3.3(b) requires topsoil that will be stockpiled to be stabilized with a vegetative cover or other means until used in reclamation. Please revise the mining plan narrative to include a plan for stabilizing the topsoil stockpile prior to use in reclamation and commit to seeding the topsoil pile if it is stockpiled longer than 180 days without being used for reclamation.
5. Upon restructuring the stockpile plans, pursuant to Rule 6.3.3(f), please specify the dimensions of

the stockpiles.

6. In Item #3: Mine Facilities and Operation, the mining method states that “except for the highwall, slopes will be maintained at a 3H:1V or shallower”. Please provide the Division with an estimate of the maximum length of the highwall.

#### **EXHIBIT D**

7. Item #8: Reclamation Bond, the Applicant provides a reclamation cost estimate. In the estimate, under seeding, broadcasting is the seeding method provided. In Item #5: Revegetation Plan, the Applicant states that the seed will be drilled, and the seeding rates provided are for drill seeding. Please update the cost estimate to reflect the cost of drill seeding as the seeding method.

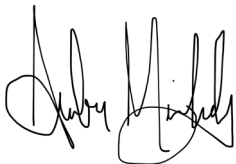
#### **Other:**

8. Pursuant to Rule 1.6.2(2), please demonstrate that the Applicant’s response to these adequacy issues have been placed with the application materials previously placed with the County Clerk or Records Office, and made available for public review.
9. The Division received state agency comments from the United States Army Corps of Engineers. The letter is attached for review. Please revise the permit exhibits accordingly in response to their letter.

The decision deadline on this application is March 16, 2023. If additional time is required to respond to these adequacy issues please submit a written request for extension of the review period. The Division reserves the right to further supplement this document with additional adequacy issues and details as necessary.

If you need additional information or have any questions, please contact by telephone at (303) 866-3567 x8137, (720) 836-0967, or by email at [amber.michels@state.co.us](mailto:amber.michels@state.co.us).

Sincerely,



Amber Michels  
Environmental Protection Specialist

cc: Jared Ebert, DRMS

*Enclosures: Comments from the United States Army Corps of Engineers*

STATE OF  
COLORADO

Michels - DNR, Amber &lt;amber.michels@state.co.us&gt;

## Notice of Application Consideration for Permit: M2023005

DRMS\_PermitAdmin - DNR, DNR\_ &lt;dnr\_drms\_permitadmin@state.co.us&gt;

Thu, Mar 2, 2023 at 9:38  
AM

To: Amber Michels - DNR &lt;amber.michels@state.co.us&gt;, Jared Ebert - DNR &lt;jared.ebert@state.co.us&gt;

*Susan L. Burgmaier*

Business Process Technical Specialist

**COLORADO**  
Division of Reclamation,  
Mining and Safety  
Department of Natural Resources

P 303.866.3567 x 8111 | F 303.832.8106

Physical: [1313 Sherman Street, Room 215, Denver, CO 80203](#)Mailing: DRMS Room 215, [1001 E 62nd Ave, Denver, CO 80216](#)[dnr\\_drms\\_permitadmin@state.co.us](mailto:dnr_drms_permitadmin@state.co.us) | <https://drms.colorado.gov>**ePermitting Login**

----- Forwarded message -----

From: **SPA-RD-CO** <[SPA-RD-CO@usace.army.mil](mailto:SPA-RD-CO@usace.army.mil)>

Date: Thu, Mar 2, 2023 at 8:57 AM

Subject: Re: [Non-DoD Source] Notice of Application Consideration for Permit: M2023005

To: Division of Reclamation, Mining and Safety <[dnr\\_drms\\_permitadmin@state.co.us](mailto:dnr_drms_permitadmin@state.co.us)>

Thank you for requesting comments from our office regarding the proposed subject project(s) or activity (ies) that may have the potential to impact aquatic resources. We appreciate that you are considering our potential regulatory role in the project, but we do not currently have the ability to provide project specific comments. If the activity should have the potential to result in the discharge of dredged or fill material into waters of the United States, then the project proponent should work directly with our office to acquire necessary Corps permits, if applicable, as described in following general comment.

Section 404 of the Clean Water Act requires a permit from us for the discharge of dredged or fill material into waters of the United States. Waters of the United States may include, but are not limited to, rivers, streams, lakes, ponds, wetlands, wet meadows, and seeps. To ascertain the extent of waters on the project site, the applicant should prepare a delineation of aquatic resources, in accordance with the applicable standards, including the 1987 Wetland Delineation Manual and the South Pacific Division Minimum Standards for Acceptance of Preliminary Wetlands Delineations. These standards can be found on our website at: <https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/Jurisdiction/>.

An aquatic resource delineation should be evaluated prior to developing a be part of a range of alternatives that meet the project purpose. The range of alternatives considered for this project should include alternatives that avoid and minimize impacts to wetlands, streams, or other waters of the United States. Every effort should be made to avoid project features which require the discharge of dredged or fill material into waters of the United States. In the event it can be clearly demonstrated there are no practicable alternatives to discharging dredged or fill material into waters of the United States, compensatory mitigation may be required.

For more information about our program or to locate a list of consultants that prepare aquatic resource delineations and permit application documents, please visit our website at <https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits>.

Respectfully,  
Lexi Hamous  
Regulatory Specialist  
Southern Colorado Branch

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**From:** Division of Reclamation, Mining and Safety <[dnr\\_drms\\_permitadmin@state.co.us](mailto:dnr_drms_permitadmin@state.co.us)>  
**Sent:** Wednesday, March 1, 2023 3:37 PM  
**To:** SPA-RD-CO <[SPA-RD-CO@usace.army.mil](mailto:SPA-RD-CO@usace.army.mil)>  
**Cc:** [amber.michels@state.co.us](mailto:amber.michels@state.co.us) <[amber.michels@state.co.us](mailto:amber.michels@state.co.us)>  
**Subject:** [Non-DoD Source] Notice of Application Consideration for Permit: M2023005

[Quoted text hidden]



# Lascar Pit

*February 2023*

111 Permit Application

Colorado Division of Reclamation, Mining, and  
Safety

Siete Inc.

## **Introduction**

The Lascar Pit is located approximately 13 miles north of Walsenburg, CO in Huerfano County at an elevation of 6503 feet. The Lascar Pit will be used as sand and gravel source for Colorado Project No. FBR 025A-045 and Federal Highway Administration Project 6982AF23C000001; therefore, this application is for a Special Operations 111 reclamation permit. The permit boundary is shown on the Existing Conditions Map. Prior to mining, the site was used for rangeland and cattle grazing and will be reclaimed as such. The depth of excavation will be approximately 20 feet. Topsoil is expected to range from 3-4 inches.

The site is bordered by rangeland to the north, south, west, and east. The General Location Map in Exhibit A details the location of the Lascar Pit. The surface and mineral rights are owned by the Colorado State Land Board. A lease to mine and sell the gravel is attached for review. The permit area will include 30.0 acres.

### 6.3.1 EXHIBIT A

#### LEGAL DESCRIPTION AND LOCATION MAP

The site is approximately 13 miles north of Walsenburg, CO. The property is surrounded by dry rangeland in each direction. County Road 650 borders the south end of the site and Interstate 25 is to the east of the property. The main site access is located at the southwest corner of the site with access from County Road 650 and is shown on the General Location.

The total permit area is 30.0 acres.

#### 1. Legal Description

A tract of land located within the west half of Section 36, Township 25 South, Range 67 West of the 6<sup>th</sup> Principal Meridian of Huerfano County in the State of Colorado.

The pit can also be described as located at with a mine entry location of:

Latitude 37.821735°

Longitude -104.847967°

## 6.3.2 EXHIBIT B SITE DESCRIPTION

### 1. Location and General Land Use Information

The site is located along Huerfano County Road 650 and Interstate 25 and is composed of dry rangeland. The parcel is currently leased for agricultural operations by the Colorado State Land Board.

### 2. Site Geology

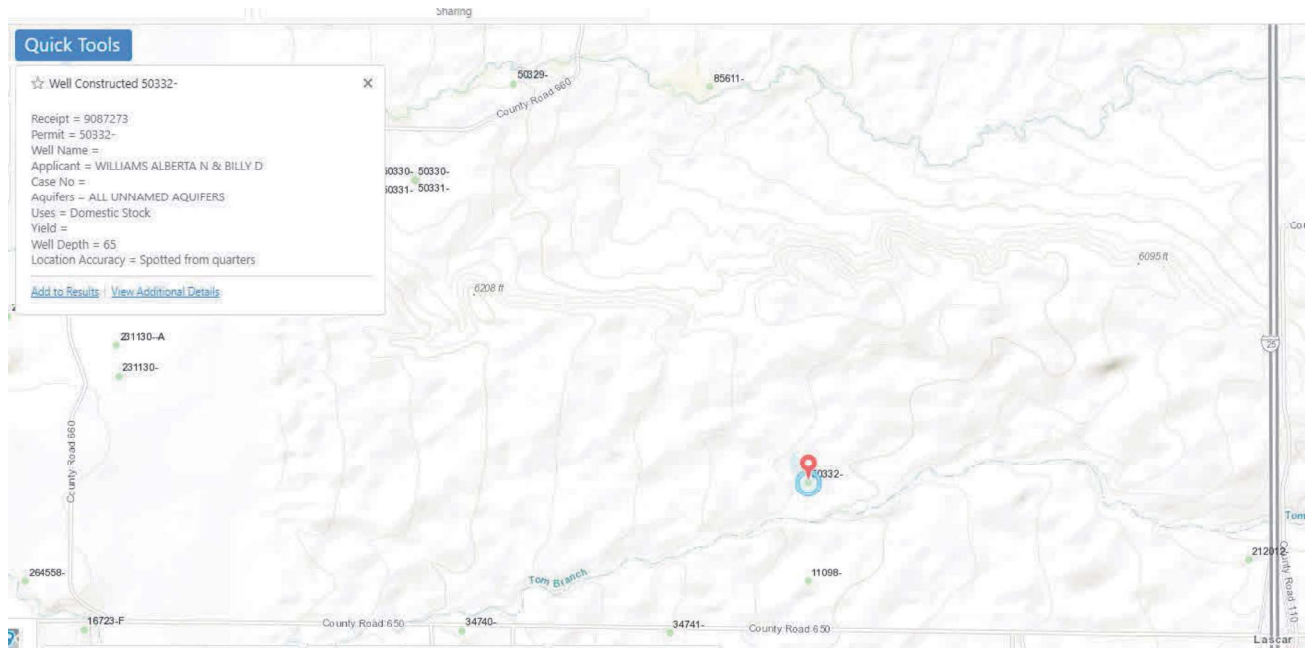
Site geology consists of 3-4 inches of topsoil. Mining will occur to a depth of approximately 20 feet. There are no hazardous or acid forming materials expected to be encountered during excavation. See the enclosed Natural Resources Conservation Service (NRCS) soil report for more details on surface composition. A majority of the site is composed of Baca Silt Loam. This material is well drained with slow to medium runoff and moderately slow permeability. These soils are used for both rangeland and for irrigated cropland. Native vegetation is blue grama, buffalograss, western wheatgrass, broom snakeweed and cactus. Samsil-chicosa complex is also on the property and is found in rangeland. The main native vegetation and includes little bluestem, western wheatgrass, sideoats grama, blue grama, green needlegrass, sedges and forbs. It is well drained and has a medium to high surface runoff. Permeability is slow.

### 3. Surface Hydrology

Pre-mining topography is shown on the Existing Conditions Map. All runoff on the undisturbed site runs to the south. Stormwater will be kept from leaving the site by using topsoil and overburden stockpiles which will surround the site following the perimeter. The stockpiles will be first developed on the western edge of the site and will encircle the full area over the mine's life. This perimeter topsoil berm is shown on the Mining Map. Stormwater that occurs on site will remain on site; however, the soils should allow for stormwater to infiltrate the site and pit floor within 72 hours.

Based on data from the Division of Water Resources Well Permit Search map, groundwater is not anticipated to be encountered during any phase of mining. A structure depicted on the map

below shows the well depth at 65 feet. Mining is not anticipated deeper than 20 feet. If groundwater is encountered, excavation will be stopped. The area will then be backfilled with at least two feet of material and no mining will occur beyond that depth.



### 1. Vegetation

Vegetation at this site is typical rangeland grasses for this area and covers approximately 30-60% of the site.

### 2. Wildlife

Environmental conditions, such as food and cover availability, is limited due to the climate. Small animals (rabbits, coyotes, etc.) are found in the surrounding environment. The site may also see white tail deer, antelope, prairie dog, various snakes and lizards. Impacts to wildlife will be mitigated through a weed management plan and reseeded all mined areas with a native rangeland seed mix.

### 3. Structures

There is a fence, stock tank, water line and County Road 650 that all lie within 200' of the permit boundary.

#### 4. Soils

The NRCS soil map is included. The site contains two main soil types:

- Baca Silt Loam – 61.9%, Well-drained with slow to medium runoff
- Samsil-Chicosa Complex – 16.3%, Well-drained with medium to high runoff

### 6.3.3 EXHIBIT C MINING PLAN

#### 1. General Mining Plan

The Existing Conditions Map shows the current conditions of the Lascar Pit. The pit will provide aggregate for road construction work on Colorado Project No. FBR 025A-045 and Federal Highway Administration Project 6982AF23C000001. Mining will disturb up to 30 acres as shown on the Mining Map.

Mine access is via County Road 650 with access from Interstate 25. Mining of the gravel deposit will progress from the west side of the permit boundary and move to the east of the site. Stockpile and processing areas will be in the southwest corner of the site. The pit will be sloped to a 3H:1V or shallower to restore the site's previous drainage pattern.

A portable asphalt hot plant or concrete plant may be located at the site and will be located inside of the processing area as shown on the Mining Map. This area, as well as the stockpile and processing areas, will be prepped by removing and stockpiling topsoil for later reclamation. Mined and processed aggregate will be stored surrounding the portable processing plant(s). Topsoil and overburden berms will be stored around the perimeter of the permit boundary for later use in reclamation.

#### 2. Mining Timetable

The construction project is anticipated to February 2023, depending on weather. Mining is planned to finish by Fall 2023.

#### 3. Mine Facilities and Operation

Toxic or acid-producing materials will not be encountered during the mining operation. No blasting or explosives will occur/be used during mining nor on site. Bulk storage of fuel and small amounts of lubricants may be stored on site and will be either double walled or housed within an earthen berm that will have a capacity of at least 110% of the volume of the tanks to be kept onsite. No permanent structures will be built within the permit area as part of this operation. Water will be used to control dust on site. Water for this operation will be purchased from an offsite source in Colorado City and trucked to the site. It is estimated that the operation

will consume up to 10,000 gallons of water per day for dust suppression. Portable plants will be used onsite for rock crushing. Spray bars will be used in the crushing and screening plant to minimize dust.

Aggregate processing equipment is portable. The processing equipment may move and follow active mining throughout the site. Portable mining equipment such as loaders, dozers, trucks, and excavators will be serviced onsite as needed. Upon reclamation, all portable equipment will be removed from the site.

On-site roads are temporary and will change as mining progresses to the east. Support equipment will come to the site on an as-needed basis. Night mining activity may occur in the operation and portable lighting may be used within the pit from time to time. Portable toilets will be used for employees.

Stormwater drainage on the disturbed areas will be directed by berms that border all disturbed areas of the site. The operation will create a depressed area. No stormwater or process water will leave the site and will be directed toward the center of the disturbed area where it will infiltrate within 72 hours. Except for the highwall, slopes will be maintained at 3H:1V or shallower. As no stormwater will leave or is anticipated to leave the site, a CDPHE Storm Water Discharge permit is not required.

#### **4. Topsoil and Overburden Handling**

Topsoil will be salvaged from the disturbed areas and placed in temporary perimeter berms surrounding the disturbed area. Piles are shown at the perimeter of the permit boundary on the Mining Map. Topsoil is expected to be approximately 3-4 inches and overburden is expected to be approximately 18-30 inches. The topsoil and overburden berms will be used for reclamation to construct 3H:1V slopes or shallower. The deposit is approximately 20 feet in depth. There are no significant disturbances onsite pre-mining. The haul road will be approximately 30 feet wide and will be constructed as with any gravel road, by removing the topsoil to a width of 30 feet.



## **5. Schedule of Operations**

Mining, screening, and processing will be conducted with portable equipment between February and September 2023. Mining operations will be dictated by the project schedule. Mining may take place 6 days per week for the duration of the project.

## **6. Huerfano County Impacts and Environmental Impacts**

The impacts to Huerfano County will be limited. Minimal dust is expected from the operation as the pit and roads are watered as needed. Water used is purchased and brought on site and applied on an as-needed basis to control dust on haul roads and within the mine area.

## **6.3.4 EXHIBIT D RECLAMATION PLAN**

### **1. General Reclamation Plan**

The maximum disturbed area to be reclaimed under this permit is ~30.0 acres. Post-mining land use will return the site back to dry rangeland with native grasses. All areas of the site including will be reclaimed to 3H:1V or shallower. As described in the mining plan, reclamation will occur concurrently with mining. No interior haul roads will remain following reclamation. All reclaimed areas will be sloped, topsoil replaced and seeded with the approved seed mix.

### **2. Topsoil Replacement**

Topsoil onsite is anticipated to range from 3-4 inches thick. During mining, all topsoil will be stored in the site perimeter berm of the site and are shown on the Reclamation Map.

### **3. Haul Roads and Access**

One entrance road will connect the site to County Road 650. Onsite haul roads will move as mining moves throughout the site. No interior haul roads will remain following reclamation.

### **4. Reclamation Timetable**

Reclamation will occur concurrently with mining. Topsoiling and seeding will occur between the Fall 2023 and Spring 2024.

### **5. Revegetation Plan**

For reclamation, seed will be drilled. Heavy furrows may be left to help concentrate moisture and provide shade for vegetation establishment. An NRCS approved seed mix will be used. It is anticipated that the following mix would be adequate for reclamation purposes.

**Native Grass Seed Mix**

<b>SPECIES</b>	<b>APPLICATION RATE (drilled)</b>
Western Wheatgrass	16 pounds of pure live seed per acre
Blue Grama	1.2 pounds of pure live seed per acre
Galleta	1.6 pounds of pure live seed per acre
Sand Dropseed	0.1 pounds of pure live seed per acre
Winter Fat	0.1 pounds of pure live seed per acre

**6. Post-Reclamation Site Drainage**

Final reclamation surfaces will be graded so that waters flow in a similar path to the original pre-mining path. Any onsite water will infiltrate within 72 hours.

**7. Monitoring Reclamation Success**

The local NRCS office may assist in any reclamation issues or to help control erosion. Weed mitigation will occur through mechanical removal. If there are issues that arise regarding noxious weed control, Siete Inc. will contact the Huerfano County Noxious Weed Coordinator for guidance.

**8. Reclamation Bond**

The bond for the site will be based upon \$2,500 per acre. The site will have 30.0 acres of disturbance. Since a fraction of an acre is counted a whole acre by the Division, the bond will be  $30.0 \text{ acres} \times \$2,500.00 \text{ per acre} = \$75,000.00$ .

Reclamation cost estimates were calculated on a per acre basis and applied to maximum active mining area of 30 acres.

<b>Direct Tasks</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total Cost</b>
Placing Topsoil/Fines				
Bull Dozer	Hours	0.33	\$145.00	\$47.85
Loader	Hours	0.33	\$145.00	\$47.85
Seeding				
Broadcasting	Hours	0.33	\$300.00	\$99.00
Seed Mix	Acre	1	\$350.00	\$350.00
Mulch	Acre	1	\$187.50	\$187.50
Tracking seed/mulch				
Dozer	Hours	0.33	\$154.00	\$50.82
Area Reclaimed	Acre	30		\$23,490.60
Mobilization Fee	Hours	5	\$100	\$500.00
<b>Indirect Tasks</b>				
Liability Insurance			0.0155	\$364.00
Performance Bond			0.015	\$352.00
Profit			0.1	\$2,349.00
Job Superintendent	Hours	20	\$88.00	\$1,760.00
Miscellaneous Indirect			0.0925	\$2,172.00
<b>Total Bond</b>				\$30,987.60

### **6.3.5 EXHIBIT E MAPS**

Existing Conditions Map

Mining Map

Reclamation Map

### **6.3.6 EXHIBIT F**

#### **LIST OF OTHER PERMITS AND LICENSES REQUIRED**

The following permits are necessary for the full operation of the Lascar Pit:

1. APEN – A fugitive air emissions permit is needed from the Colorado Department of Public Health and Environment. Air emissions permits will be in place for all equipment and portable plants utilized on site which require a permit.
2. Huerfano County Special Use Permit.

### **6.3.7 EXHIBIT G**

#### **SOURCE OF RIGHT-TO-ENTER**

The surface and mineral owner of the property which will be mined is the Colorado State Land Board. The Operator is Siete Inc. Attached is the lease between the two entities.

**6.3.8 EXHIBIT H**  
**MUNICIPALITIES WITHIN TWO MILES**

There are no municipalities within two miles of the site.



HUERFANO COUNTY LAND USE  
401 MAIN STREET, SUITE 304  
WALSENBURG, COLORADO 81089  
719-738-1220, EXT. 506



## Huerfano County Board of Commissioners Staff Report Temporary Assembly Permit Application #22-61

Hearing Date: February 28; Continued March 14, 2023

### Introduction

With this application, Hummingbird Ranch, LLC (Applicant) is requesting a temporary assembly permit to host a single night of camping prior to the Sonic Bloom Festival on the private property known as Hummingbird Ranch, an approximately 360 acre parcel located just north of County Road 650.

### Code References

§1.13 of the Land Use Code covers Temporary Assembly Permits

### Background

The Applicant, submitted a full application to hold the camping event on June 14, 2023 on 11/18/2022.

Camping the night before the festival will help to spread out ingress traffic impacts on Lascar Rd. Permitting camping the night before the festival may also lessen the likelihood of people camping out in unapproved locations prior to festival commencement. Camping will be limited to people who will be staying at the Ranch for the festival and will include both tent and RV camping options. There is no music or other event programming planned for this event, and no food vendors will be operating.

Hummingbird Ranch LLC will contract with Sonic Bloom Festival, LLC to use infrastructure being brought onto the site for the festival, including its system to track the number of campers and systems for supplying potable water.

The event will have a maximum capacity of 2,500 people with a maximum of 2,000 tickets to be sold.

The Applicant's letter of intent outlines plans for waste disposal, medical facilities, lighting, parking, emergency communication, water and sanitation, fire protection, security, sound control, electric systems, site design and management and bonding and insurance.

Location: The property is located at 732 County Road 653, parcel number 13483.

A site map is attached showing boundaries of the property and locations for parking and camping.

### Staff Comment:

Section 1.13.04 of the Land Use Code outlines requirements for a Temporary Assembly Permit.

If granted, a bond will have to be filed with the Clerk of the Board. At the time of application an affidavit from the applicant is required that they intend to comply with all bonding requirements and deadlines as applicable. The insurance requirement of **\$500,000** does not have to be met at the time of application, but is a requirement at least **15-days before event**.

**The application addresses all of the required topics outlined in Section 1.13.**

**Noticing:** Legal notice shall be published in the newspaper at least seven (7) days prior to public hearing. applicant shall send notice of public hearing by Certified Mail to registered owners of properties within 1,200 ft of subject property at least ten (10) days in advance of hearing.

### Review Agencies notified on January 19, 2023:

◦ Huerfano County Sheriff's Office	<a href="mailto:brucenewman@bresnan.net">brucenewman@bresnan.net</a>
◦ Local Fire Protection District	<a href="mailto:fixitsammo@gmail.com">fixitsammo@gmail.com</a>
◦ Local County Health Department	<a href="mailto:rsykes@la-h-health.org">rsykes@la-h-health.org</a>
◦ Huerfano County Emergency Management Department	<a href="mailto:rwalsh@huerfano.us">rwalsh@huerfano.us</a>
◦ Colorado Division of Wildlife	<a href="mailto:mike.brown@state.co.us">mike.brown@state.co.us</a> , <a href="mailto:Joshua.Bonar@state.co.us">Joshua.Bonar@state.co.us</a>
◦ Huerfano County Building Department	<a href="mailto:cchamberlain@huerfano.us">cchamberlain@huerfano.us</a> , <a href="mailto:rsablich@huerfano.us">rsablich@huerfano.us</a>
◦ Huerfano County Finance Department	<a href="mailto:ktrujillo@huerfano.us">ktrujillo@huerfano.us</a>
◦ Huerfano County Public Works Department	<a href="mailto:dhribar@huerfano.us">dhribar@huerfano.us</a> , <a href="mailto:cbechaver@huerfano.us">cbechaver@huerfano.us</a>
◦ Huerfano County Road and Bridge Department	<a href="mailto:dhribar@huerfano.us">dhribar@huerfano.us</a>
◦ Huerfano County Hospital District	<a href="mailto:dmcgraw@sprhc.org">dmcgraw@sprhc.org</a>

### Criteria (1.13.05)

After a public hearing, the Board of County Commissions may act on the application at a regularly scheduled public Board meeting. In acting on the application, the Board of County Commissioners shall consider all evidence whether presented orally or in writing and may act by resolution. If the Board of County Commissioners determines that the application is to be approved subject to the applicant fulfilling conditions placed on said approval, the Board shall so indicate by placing such conditions on the permit and endorsing the permit.

Land Use Department will notify applicant of any comments received from review agencies within 10 days of receipt and the applicant shall have an opportunity to modify the application to address any concerns from review agencies.

### Staff Comment:

As of February 24, 2023, comments were received from Parks and Wildlife regarding bear precautions. No other comments were received from review agencies or the public.

In consideration of potential conditions on this permit, the following outlines the parameters proposed by the applicant in their letter of intent. Where relevant, requirements from Section 1.12 of the Land Use Code are cited to clarify County requirements on certain topics where the applicant proposes to meet or exceed County requirements. Lettering of items corresponds with that in the applicant's letter of intent; lettered items not included did not include proposed parameters.

- D. There will be no music or other programming.
- E. Single night of camping from Wednesday, June 14, 2023 at 10:00 AM to Thursday, June 16 at Noon.
- F. Maximum number of persons permitted to assemble at any one time: 2,500
- G. Maximum number of tickets sold: 2,000.
- H. Potable water supply to be provided:
  - a. Code requires "An adequate and safe supply of potable water meeting requirements set forth by the Colorado Department of Health. Where water is not available under pressure and non-water carriage toilets are used, potable water, meeting all federal and state requirements for purity, shall be provided for bathing and drinking at the rate of at least three (3) gallons per person per day. Where water is distributed under pressure and flush toilets are used, the water supply system shall deliver water at normal operating pressures twenty (20) pounds per square inch minimum to all fixtures at the rate of at least thirty (30) gallons per person per day. An alternative water plan may be considered in place of these requirements."
- I.
- J. Solid Waste: multiple stations to be emptied into roll-off dumpsters. Capacity to exceed 2.5 lbs of refuse per person per day.

- a. Port-a-lets: ADA compliant units and a hand wash station for every four toilets. Ports to be serviced regularly.
  - b. Code requires: “Enclosed toilets meeting all state and local specifications, conveniently located throughout the grounds, sufficient to provide healthful facilities for the maximum number of people to be assembled as deemed adequate by the local health department. There shall be a minimum of one (1) toilet for every one hundred (100) persons, together with an efficient, sanitary means of disposing of waste matter deposited, which is in compliance with state and local laws and regulations.”
- K. Medical Facilities: Medical tent with requisite number of EMTs, paramedics and nurses; standby ambulance service and professional tent where treatment can be rendered.  
Code requires:
- a. Two (2) persons trained in emergency medical technology for the first five hundred (500) persons and one for every five hundred (500) persons after that, together with at least one (1) emergency ambulance available for use at all times. An enclosed structure where treatment may be rendered shall also be provided.
  - b. A healthcare professional trained in emergency medicine and a nurse licensed to practice in the State for every one thousand (1,000) persons; provided however, that no nurse shall be required for assemblages of less than one thousand (1,000) persons
- L. Lighting: ambient lighting to illuminate pedestrian walkways; generator-based light towers to illuminate parking and work areas. Dark Sky principles will be followed.
- M. Parking plans and interior circulation to be provided.
- N. Communication: 16-channel radios used by medical and security teams. Cell phone coverage and land line available on site.
- O. Facilities: tent camping, car camping and RV camping will be accommodated. Campgrounds will have portable toilets, hand wash stations and potable water and trash disposal stations.
- P. Fire Protection: Applicant will comply with County restrictions, fire ban or similar order that may be in effect. No campfires or open flames will be allowed.
- a. Private pump truck or trailer that could respond to an incipient fire to be hired.
  - b. Depending on conditions: deploy water truck to wet campgrounds and parking lots to mitigate against vehicle ignition sources.
  - c. Equip security golf carts with extinguishers.
- Q. Security: Battle Tested Security, a Denver-licensed company, will provide security. Number of security guards to be based on attendance. Code requires two (2) security guards for every five hundred (500) persons assembled. At least five (5) guards to be within and among assembled people, or an alternative plan of peer group control.
- R. Sound Control and amplification: No music or other activities are programmed.
- S. Health standards for food concessions and concessionaires: There will be no concessionaires. Campers to provide their own food.
- T. Plans for electrical systems: Lighting to be powered by portable generators.
- U. Impact on trees, underbrush, natural features; facilitate drainage, prevent erosion, preserve scenic attributes, abate dust: County will be applying Magnesium Chloride on roads to abate dust.
- V. Bonding and Insurance: Applicant will contract with Festival to be covered for the night of camping under Festival’s insurance and bond.

Conditions placed on Temporary Assembly Permit 22-17 issued in 2022 for the night preceding the festival:

1. Applicant must submit an emergency evacuation plan to the County Land Use Department.
2. Applicant must meet with the Emergency Manager, Land Use Department, and County Administrator one week prior to the event.
3. \$50,000 bond for the camping event separate and apart from any other event bond for the same property.
4. A minimum of three (3) EMTs
5. A minimum of four (4) security guards.
6. Must mow the designated camping areas within three (3) days of the event to a maximum height of three (3) inches.
7. County Noise Ordinance is applied to the event. The only exemption is for sound checks for stages during daylight hours.

**Commission Action Options:**

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

Attachments

1. Application materials
2. Comment from Colorado Parks and Wildlife

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

**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: \_\_\_\_\_ Hummingbird Ranch, LLC \_\_\_\_\_  
Applicant's Mailing Address: \_\_\_\_\_ 732 County Road 653; Rye, CO 81069 \_\_\_\_\_  
Applicant's Telephone and/or FAX: \_\_\_\_\_ (970) 658-1050 office; (970) 222-9542 \_\_\_\_\_  
Applicant's E-Mail Address: \_\_\_\_\_ jess@grieslaw.com \_\_\_\_\_  
Name of Land Owner: \_\_\_\_\_ Hummingbird Ranch, LLC \_\_\_\_\_  
Land Owner's Mailing Address: \_\_\_\_\_ 732 County Road 653; Rye, CO 81069 \_\_\_\_\_  
Land Owner's Telephone and/or FAX: \_\_\_\_\_ (970) 658-1050 office; (970) 222-9542 \_\_\_\_\_

**4. SUMMARY OF APPLICATION:**

Land Area included within the scope of this Application: 360 Acres  Square Feet or  Acres  
Parcel (Schedule) Number (Available from Assessor): \_\_\_\_\_ 13483 \_\_\_\_\_  
Legal description of land on which action is proposed (please attach the legal description to this Application)  
Existing Zoning District(s): \_\_\_\_\_ AG \_\_\_\_\_  
Proposed New District(s): \_\_\_\_\_ N/A \_\_\_\_\_  
Number of Existing Lots: \_\_\_\_\_ N/A \_\_\_\_\_  
Number of Proposed Lots: \_\_\_\_\_ N/A \_\_\_\_\_  
Number of Proposed Dwelling Units: \_\_\_\_\_ N/A \_\_\_\_\_

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: Applicant does not believe that this section is applicable to this Application

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

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: \_\_\_\_\_

#### 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:  Date: 11/18/2022

Printed Name: Jamie Janover, Owner of Hummingbird Ranch, LLC

#### 6. ACTION (by the authorized permitting authority):

Final Approval       Conditional Approval       Denial

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



**1.13.04 Application Requirements**

*A. The name, age, residence and mailing address of all persons required to sign the application and, in the case of a corporation, a certified copy of the articles of incorporation.*

The Application is signed by Jamie Janover, age 52, with a residential address of 732 County Road 653, Rye, CO and a mailing address of 732 County Road 653, Rye, CO 81069. A certified copy of the Hummingbird Ranch, LLC Articles of Organization are attached.

*B. The address and legal description of all property upon which the assembly is to be held, together with the name, residence and mailing address of the record owners of such property.*

The address and legal description is 732 County Road 653, Rye, CO 81069: (Township 25 South Range 67 West of the 6th PM. Section30: SW 1/4 SE1/4 Section 31: NE 1/4 SE 1/4, NW1/4 SE 1/4, NW 1/4 NE 1/4,SW 1/4 NE 1/4, E1/2 NE 1/4) and an adjacent parcel to the west (including 756 County Road 653, Rye, CO 81069). The record owner of the property is Hummingbird Ranch, LLC with a residential address of 732 County Road 653, Rye, CO and a mailing address of 732 County Road 653, Rye, CO 81069.

*C. A notarized statement by the record owners of such property consenting to such an assembly.*

LANDOWNER PERMISSION & APPLICANT AFFIDAVIT

I, James Janover, am the owner of Hummingbird Ranch, LLC, which in turn owns the properties slated to be used for a night of camping on June 14-15, 2023 and I hereby give notice of my consent to use my property. The properties include the main grounds at 732 County Road 653, Rye, CO 81069: (Township 25 South Range 67 West of the 6th PM. Section30: SW 1/4 SE1/4 Section 31: NE 1/4 SE 1/4, NW1/4 SE 1/4, NW 1/4 NE 1/4,SW 1/4 NE 1/4,E1/2 NE 1/4), two adjacent parcels to the west (including 756 County Road 653, Rye, CO 81069).

As the sole Member and President of Hummingbird Ranch, LLC, I affirm that the Application is accurate to the best of my knowledge and belief and that Hummingbird Ranch, LLC intends to comply with all bonding and insurance requirements and deadlines as applicable.

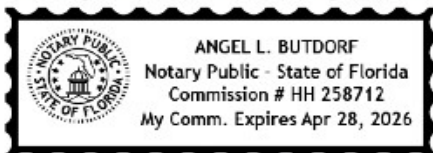
*James Janover*

James Janover

STATE OF Florida )  
 )  
COUNTY OF Highlands )

Subscribed, sworn to and acknowledged before me by James Janover, this 18th day of November, 2022.

Witness my hand and seal. My commission expires on April 28, 2026



*Angel L. Butdorf*

Notary Public

Angel L Butdorf-Remote Online Notary Public

Signer(s), produced CO DL, as identification, along with multi-factor KBA authentication and was notarized online using audio/video recording.

*D. The nature and purpose of the assembly.*

Hummingbird Ranch, LLC plans to host a single night of camping on June 14, 2023 for people coming to the 2023 Sonic Bloom Festival, which begins the following day just as done the night prior to the 2022 Festival. Hummingbird Ranch, LLC makes this request to help mitigate the impact of the Festival on neighbors.

Since 2017, after consultation with and suggestions from Huerfano County officials, there has been a separate, non-festival (no music or other programming), night of camping before the Festival as a measure to spread out ingress traffic, mitigate the impact of traffic on Lascar Road and lessen the possibility of early arrivers camping out in unapproved spaces while waiting for the Festival gates to open on Thursday. Applicant continues to believe that this is a good idea and is willing to host this camping for a single night. Applicant will limit availability of the camping to people that are staying at the Ranch for the Festival. Hummingbird Ranch, LLC will contract with Sonic Bloom Festival, LLC to use the infrastructure that it is bringing in for its Event to be used for the camping night, including its systems to track the number of campers.

*E. The dates and hours during which the assembly is to be held.*

Wednesday June 14, 2023 at 10:00 AM to Thursday June 16 at noon.

*F. The maximum number of persons permitted to assemble at any time. 2,500*

*G. The maximum number of tickets to be sold, if any. 2,000*

*H. The plans of the applicant to limit the maximum number of people permitted to assemble.*

Applicant will contract with Festival to use its ticketing system and check-in system to track the number of people.

*I. The plans for supplying potable water including the source, number of locations, and method of distribution.*

Applicant will provide an adequate and safe supply of portable water from multiple free water stations accessible from the campgrounds. Applicant will contract with Festival to monitor water supplies to insure that ample supplies of free water are available to attendees at all times. All of our drinking water will come from an approved public supply, be transported by a licensed potable water hauler and will meet Colorado Department of Health requirements. There will be infrastructure on-site to provide water to an assembly many times the size of what is requested in this Application.

*J. The plans for holding, collecting and disposing of solid waste material.*

Waste will be collected at multiple stations with separate containers for trash and recycling. These stations are serviced by a dedicated staff that empties the bins at the stations into large roll-off dumpsters. This system will be able to handle solid waster generation in excess of 2.5 lbs. of refuse per person per day. There will be many times the required number of port-a-lets for a gathering of this size in the campgrounds, including ADA compliant units and a hand-wash station for every four toilets. The ports will be serviced regularly.



*K. The plans to provide for medical facilities, including the locations and construction of a structure, the names, addresses and hours of availability of medical technologists and nurses and provisions for emergency ambulance service.*

We will contract with the Festival to staff their medical tent with the requisite number of EMTs, paramedics and, if more than a thousand persons are camping, nurse(s) as required by the regulations. Applicant will provide standby ambulance service and a professional tent where treatment can be rendered.

*L. The plans, if any, to illuminate the location of the assembly, including the source and amount of power and the location of lamps.*

Applicant will use ambient lighting to illuminate pedestrian walkways and generator based light towers to illuminate parking and work areas. Applicant will be mindful of Dark Sky principles and will make efforts to shade and direct light downward and reduce intensity when bright light is not necessary.

*M. The plans for parking vehicles, including size and location of lots, points of highway access and interior roads, including routes between highway access and parking lots.*

Patrons access the site by exiting I-25 at Exit 64 (Lascar Road), heading west to the box office area to be processed, then continuing west on Lascar Road to CR652 for a short stretch and then onto CR653 which terminates inside Hummingbird Ranch. There are various internal roads that are used by patrons to reach their designated parking and/or camping areas.

*N. The plans for communication, including the source, amount and location of communication equipment.*

Medical and security teams will be in contact with one another and the Applicant by 16-channel radios. Cell phone coverage is available at the site and Applicant has a land-line as a redundant measure to reach emergency services if need be.

*O. The plans for camping facilities, if any.*

There will be tent camping, "car-camping" (where people pitch their tent in proximity to their vehicle) and RV camping. The campgrounds will have potable toilets, hand-wash stations, free potable water and trash disposal stations.

*P. The plans for fire protection.*

Applicant will comply with the restrictions found in any County Fire Ban or similar order that may be in effect at the time of the Event. Regardless of Fire Ban status, there will be no campfires or open flame allowed.

A. Applicant plans to hire a private pump truck or trailer that could respond to a fire at the incipient stage.

B. If conditions so demand, deploy a water truck to wet campgrounds and parking lots just before they are utilized to mitigate against any vehicle ignition sources if conditions merit the same.

C. Equip security golf carts with extinguishers.

*Q. The plans for security, including the number of guards, their deployment and their names, addresses, credentials and hours of availability; description of peer group control, if any.*

Battle Tested Security, a veteran-owned Denver-licensed security company, will provide security in numbers that exceed those required by the regulations. To be scaled based on the number of people in attendance.

*R. The plans for sound control and sound amplification, if any, including number, location and power of amplifiers and speakers.*

Wednesday night is camping only, THERE IS NO MUSIC OR OTHER PROGRAMMING.

*S. If applicable: plans for meeting County health standards for food concessions and concessionaires who will be allowed to operate on the grounds, including the names and addresses of all concessionaires and their license or permit numbers.*

Campers are expected to provide their own food. There are no concessionaires.

*T. The plans, if any, for electrical systems.*

Lighting will be powered by portable generators.

*U. The plans to insure that trees, underbrush, large rocks and other natural features shall be left intact and undisturbed; that natural vegetative cover shall be retained, protected and maintained so as to facilitate drainage, prevent erosion and preserve the scenic attributes; and that the location of the site be maintained in a manner so as to abate dust.*

The camping and associated vehicle and foot traffic has not been observed to impact trees, underbrush, large rocks and other natural features. The County is planning work on the roads leading to the Ranch that include mag-chloride for dust abatement.

*V. An affidavit from the applicant stating that they intend to comply with all bonding and insurance requirements and deadlines as applicable.*

Please see the "Landowner Permission & Applicant Affidavit" above. Applicant will contract with Festival to be covered for the night of camping under Festival's Insurance and Bond.

*W. The permit fee as outlined in Sec. 11, which shall not be refundable even if the permit is not granted.*

Applicant will pay the fee as directed by the Land Use Department.

X. A legible plot plan at an appropriate scale and level of detail.



Location: 732 County Road 653; Rye, CO  
(Hummingbird Ranch is lightly shaded area, approximately three hundred sixty acres)  
(Applicant will use a small portion of the green shaded areas for June 15 camping)

## ARTICLES OF ORGANIZATION



Colorado Secretary of State  
Date and Time: 10/29/2015 05:28 PM  
ID Number: 20151703850  
Document number: 20151703850  
Amount Paid: \$50.00

Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Hummingbird Ranch, LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "llc", or "Ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

942 Westview Dr

*(Street number and name)*

Boulder

*(City)*

CO

*(State)*

80303

*(ZIP/Postal Code)*

United States

*(Province - if applicable)*

*(Country)*

Mailing address

*(leave blank if same as street address)*

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province - if applicable)*

*(Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

*(if an individual)*

Gries

*(Last)*

Jess

*(First)*

*(Middle)*

*(Suffix)*

or

*(if an entity)*

*(Caution: Do not provide both an individual and an entity name.)*

Street address

633 1/2 S. College Ave.

*(Street number and name)*

Fort Collins

*(City)*

CO

*(State)*

80524

*(ZIP Code)*

Mailing address

*(leave blank if same as street address)*

*(Street number and name or Post Office Box information)*



\_\_\_\_\_  
(City) CO \_\_\_\_\_  
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Janover Jamie  
(Last) (First) (Middle) (Suffix)

or  
(if an entity) \_\_\_\_\_  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 942 Westview Dr  
(Street number and name or Post Office Box information)  
Boulder CO 80524  
(City) (State) (ZIP/Postal Code)  
United States  
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in  
(Mark the applicable box.)

- one or more managers.
- or
- the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Gries	Jess		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
633 1/2 S. College Ave			
<i>(Street number and name or Post Office Box information)</i>			
Fort Collins	CO	80524	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province - if applicable)</i>		<i>(Country)</i>	

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

# MEMO

To: Lisa Powell-DeJong, County Attorney  
401 Main Street, Suite 305  
Walsenburg, CO 81089

Sky Tallman (via email)  
Huerfano County Land Use Director

Fr: Jess L. Gries for Hummingbird Ranch, LLC

Da: March 1, 2023

*Question Presented:* As a matter of law, is the assembly contemplated in Hummingbird Ranch, LLC's application for a night of camping “the same” assembly as Sonic Bloom Festival, LLC's event previously approved as Temporary Assembly Permit 22-45?

*Discussion:* The Huerfano Board of County Commissioners continued the hearing on Hummingbird Ranch's application for a single night of camping on June 14, 2023 and asked the County Attorney to offer an opinion on whether or not that night of camping is, as a matter of law, the “same” assembly as the one approved for the 2023 Sonic Bloom Music & Arts Festival. Applicant provides this brief Memo to memorialize its position, as expressed during the February 28, 2023 BOCC hearing, that the two assemblies are not the same.

Section 1.13 of the Huerfano County Zoning Regulations defines assembly as “a company of persons gathered together at any location at any single time for any purpose.” Hummingbird Ranch does not dispute that its night of camping is an assembly and that the Sonic Bloom Music and Arts Festival is also an assembly. The two are not, however, “the same” assembly.

As the question presented is whether, *as a matter of law*, the two assemblies are “the same” assembly, the legal approach to statutory interpretation under Colorado law should be utilized.

Per the Colorado Supreme Court, “[w]ords and phrases should be given effect according to their plain and ordinary meaning and, unless it would lead to an absurd result, a court must not strain to give statutory language anything other than its plain meaning. *Farmers Group, Inc. v. Williams*, 805 P.2d 419 (Colo. 1991).” see *Barnes v. Department of Revenue*, 23 P.3d 1235, 1236 (Colo. App. 2000).

The Merriam-Webster Dictionary defines “the same” as:

- 1) someone or something that is exactly like another person or thing being discussed or referred to
- 2) exactly like each other or *very* similar to each other (*emphasis added*)
- 3) someone or something that has not changed : something that is exactly like it was at an earlier time

see Merriam-Webster.com Dictionary, Merriam-Webster, <https://www.merriam-webster.com/dictionary/the%20same>. Accessed 1 Mar. 2023.



The Merriam-Webster Dictionary defines the adverb “very” as:

- 1) to a high degree : exceedingly
- 2) in actual fact : truly

see Merriam-Webster.com Dictionary, Merriam-Webster, <https://www.merriam-webster.com/dictionary/very>. Accessed 1 Mar. 2023.

The record reflects that there are significant differences between the two assemblies. The Applicant stated at the February 28, 2023 hearing that at the Sonic Bloom Music Festival:

- 1) Has musical performances as its defining characteristic. There are multiple stages with dozens and dozens of bands and DJs performing live throughout the day and evening.
- 2) There are galleries displaying and selling art by various artists.
- 3) There are numerous artists painting and otherwise creating art throughout the venue area.
- 4) There are workshops on a whole host of topics being presented.
- 5) There are aerialists and dance troops performing.
- 6) There are food vendors selling a wide variety of cuisine.
- 7) There are craft vendors selling all sorts of goods.
- 8) And there are a whole bunch of other “festival” things happening.

In contrast, Applicant stated that at the night of camping there would only be camping. The venue would not be open, only a portion of the campgrounds will be open, there will be no musical performances, no art galleries will be open, craft vendors will not be open, no dance troops perform, no workshops are presented and the camp-out is simply not a festival. Compared side by side and using the ordinary and plain meaning of the words in the BOCC's question presented, the assemblies are not identical or exceedingly similar.

Hummingbird Ranch does not dispute that there are some elements common to both assemblies. The night of camping uses a portion of the same parcel of land that will be used for the Sonic Bloom Festival, some of the staff that work at the night of camping will also work the Festival and some of the infrastructure, particularly a portion of the portable toilets and a few of the free water stations, will be used at each respective assembly.

A finding that, as a matter of law, having a few common elements makes one event the same as another event would lead to an absurd result. Consider events at the Colorado State Fairgrounds in Pueblo.

The Colorado State Fair occurs at the Fairgrounds as does the Pueblo County Fair. While they are both assemblies on the same parcel of land that draw people, and likely many of the same people, for a similar purpose, they are governed by different entities and are separate and distinct events. On that same property in just the immediate future, the Harlem Globetrotters® perform at the Fairgrounds on March 9, 2023 and then Pueblo's Original Home & Garden Show happens on March 11, 2023. Though they are in proximity to each other in time and on the same property, they are different events and it would be absurd to say that, as a matter of law, they are the same assembly as one another or the same as the Colorado State Fair.

As to having some common staff monitoring the night of camping as will monitor the Sonic Bloom Festival, consider a comparison to a general contractor who is under contract to work on multiple construction projects in the County. The general contractor may have framers that work on one project in the morning and then go to the other site, and use the same tools, to frame a different building in the afternoon. While there are common workers using common materials, this fact does not unite the two projects and make one the same as the other and separate building permits would be required. It is also noteworthy that the Sonic Bloom Festival has a much larger staff and utilizes a great deal more equipment, infrastructure and area than is used for Hummingbird Ranch's night of camping. This is only natural given the significant differences between the two assemblies.

Applicant has previously conceded that there is an obvious relationship between the two assemblies; but, those commonalities do not make the assemblies the same as a matter of law. The record created at the February 28, 2023 hearing makes it clear that the two assemblies are not identical or even very similar. The Sonic Bloom Music and Arts Festival is just that, a festival. Beyond being a much larger group gathering, the Sonic Bloom Festival's defining characteristics are different from a night of camping and those differences are well beyond what would be necessary to find that the events are not one in the same.

Applicant will offer camping to the general public through a separate online app unrelated to the Sonic Bloom Festival. Applicant also notes, as it did at the hearing, that while there is common ownership between Sonic Bloom Festival, LLC and Hummingbird Ranch, LLC, they are legally separate and distinct from one another and are different persons for the purposes of the question presented. See Colo. Rev. Stat. §7-90-102. Definitions (Colorado Revised Statutes - 2023 Edition).

*Conclusion:* The Sonic Bloom Music and Art Festival and the Hummingbird Ranch night of camping are significantly different in character and are not the same assembly as a matter of law under the rules of interpretation applicable to Colorado statutory language.



## Office of the Huerfano County Attorney

### MEMO

TO: Huerfano County Board of County Commissioners  
 Jess L. Gries for Hummingbird Ranch, LLC  
 Sky Tallman, Huerfano County Land Use Director

FROM: Lisa Powell-DeJong, Huerfano County Attorney

DATE: March 13, 2023

**Question Presented:** As a matter of law, is the assembly contemplated in Hummingbird Ranch, LLC's application for a night of camping on June 14, a prohibited extension of the 4-day Sonic Bloom Festival?

**Discussion:**

Huerfano County Zoning Regulation 1.13.02 reads in part:

Assembly means a company of persons gathered together at any location at any single time for any purpose.

Assemblies over four (4) days length, not including set-up and take-down, are prohibited. Assemblies will not occur more than twelve (12) times per calendar year or two (2) times per month on any property.

Sonic Bloom Festival occurs over a period of 4 days, June 15 through June 18. Hummingbird Ranch would like to host a night of camping on June 14, one day prior to the Sonic Bloom Festival to allow patrons of the festival to arrive to the festival event early.

Factors that would suggest the night of camping and the Sonic Bloom Festival are two separate assemblies are:

1. The Sonic Bloom Festival website [sonicbloomfestival.com](http://sonicbloomfestival.com) currently has camping tickets for sale with a start date of June 15. The Applicant indicates the camping being offered for June 14 will be purchased through a separate online app unrelated to the Sonic Bloom Festival. There is no link for that separate app located on the Sonic Bloom Festival website, suggesting patrons must purchase a June 14 camping ticket separate from camping tickets for June 15 though June 18.

2. The June 14 day of camping will not include musical performances, art displays, workshops, aerialists, dance troops, food vendors, or craft vendors.
3. The festival venue within Hummingbird Ranch will be closed to the June 14 campers. The June 14 campers will only have access to a portion of the campground on Hummingbird Ranch.

These are differences, however, without any real or meaningful distinction.

To make the point of the assemblies being separate, Hummingbird Ranch, LLC argues that the night of camping and the Sonic Bloom Festival can be compared to Harlem Globetrotters and Home & Garden Show happening just one day apart at the Colorado State Fair Grounds. The argument is that they are governed by two different entities and are separate and distinct events even though they are on the same parcel of land and likely many of the same people attend both.

This comparison fails for several reasons.

- If we accept the argument that the Harlem Globetrotters and the Home & Garden Show would “likely” draw many of the same people, which is in and of itself highly debatable, not all patrons of the Harlem Globetrotters would be attending the Home & Garden Show. In contrast, all patrons of the June 14 night of camping will be attending the Sonic Bloom Festival.
- The purpose of the June 14 night of camping, is the very same purpose of the camping on June 15 through June 18, which is to attend the Sonic Bloom Festival. June 14 merges into the festival camping. In contrast, the Harlem Globetrotter patrons are not attending that event in order to attend the Home & Garden show. One does not merge into the other.
- Although it is a very small amount of time, the Harlem Globetrotters and the Home & Garden show do have 1 entire day between them in which patrons are not present on the fairgrounds. However, the camping patrons have no such break in time and are present on the Hummingbird Ranch grounds the entire 5 day time period.
- The Harlem Globetrotters and the Home & Garden Show are governed by two different entities whose membership is likely numerous and not one and the same. The night of camping and the Sonic Bloom Festival are put on by separate entities as well, however, both the Sonic Bloom Festival LLC and the Hummingbird Ranch LLC are single member LLCs, with the same single member in ownership of both. The entities are not mutually exclusive and have the same interests.

Huerfano County Zoning Regulation 1.13.02 prohibits assemblies over four days in length. Patrons of the June 14 camping are coming for the purpose of staying the following four days for the Sonic Bloom Festival. There is no required departure of the June 14 camping patrons between the camping and the Festival. Additionally, all patrons who come for the June 14 camping will be staying for the festival.

**Conclusion:** The June 14 day of camping and the Sonic Bloom Festival are one and the same, thus extending the festival to a period of 5 days which is prohibited by the Huerfano County Zoning Regulations. The June 14 day of camping permit should be denied.

# PURCHASE ORDER

## Huerfano County

Purchase Order#: 66

Purchase OrderDate: 3/1/2023

Vendor: IOA / 7511

% WALSENBURG INSURANCE CENTER PO BOX 1130  
WALSENBURG, CO 81089

Ship To: 401 Main Street -  
Walsenburg CO, 81089

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Spanish Peaks Airfield Insurance	1	\$3,629.00	\$3,629.00	001-46400-51301
		TOTAL:	\$3,629.00	

### NOTES:

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### APPROVALS:

Approving Authority:

Budget Officer:



**TOKIOMARINE**  
HCC

**U.S. Specialty Insurance Company**

7950 Legacy Drive, Suite 600, Plano, Texas 75024  
main: 469-633-7400 facsimile: 469-633-7470

**AIRPORT LIABILITY INSURANCE QUOTE**

**Insured:** Huerfano County Government Spanish Peaks Airfield  
**Underwriter:** Cheryl Matzek  
**Agency:** Insurance Office of America, Inc. - CO  
**Submitter:** Joe Kozlowicz

**Q-Bus Num:** 2641368  
**Reference:** AP2001729-00  
**Effective Date:** 04/23/2023

**TOTAL QUOTE PREMIUM: \$3,629**

Please note, unless an exposure is addressed in this quote, no coverage exists. Any unreported loss, DUI, or felony will render this quote invalid. The following surcharge will apply based on risk location in the following states: West Virginia: .055%, New Jersey: .6% (.5% effective 10/1/2022), Florida: .7% An additional FL FIGA surcharge of 1.3% will apply to all policies effective 7/1/2022 or later, Kentucky: 1.8% on policies effective 4/1/2023 or later.

[FOR TERRORISM COVERAGE INFORMATION CLICK HERE](#)

**Location: 4V1, Spanish Peaks Airfield, County Courthouse, Walsenburg, CO**

	<u>Per Person</u>	<u>Per Occurrence</u>	<u>Aggregate</u>	<u>Premium</u>
<b>Premises Liability:</b>	<b>CSL</b>	<b>1,000,000</b>	<b>2,000,000</b>	<b>\$2,875</b>

**COVERAGES APPLYING TO ALL LOCATIONS**

**Product / Completed Operations Coverages:**

<u>Product Classification</u>	<u>Per Person</u>	<u>Per Occurrence</u>	<u>Aggregate</u>	<u>Premium</u>
<b>Sale of Fuel and Oil</b>	<b>CSL</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>\$714</b>

**Airport Medical Pay Coverages:**

	<u>Per Person</u>	<u>Per Occurrence</u>	<u>Premium</u>
<b>Medical Payments:(Included in Total)</b>	<b>1,000</b>	<b>5,000</b>	<b>\$40</b>

**FORMS APPLYING TO ALL LOCATIONS**

<u>Form</u>	<u>Per Person</u>	<u>Per Occurrence</u>	<u>Premium</u>
<b>Autos Within Airport Operations Area (20039)</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>\$0</b>
<b>Contractual Liability - Reporting Basis (20038)</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>\$0</b>
<b>Personal And Advertising Injury Liability (20032)</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>\$0</b>



### Domestic and International Incoming Wire Transfer Instructions

#### Required information for Deposit Accounts:

- Receiving Bank: Synovus
- Receiving Bank ABA / Routing #: 061100606
- Bank Address: 1048 Broadway, Columbus Ga 31901
- SWIFT CODE: FICOUS44 Synovus Bank, Birmingham, AL  
*(To be used for international transactions only)*

#### Beneficiary Account Information:

- Beneficiary Name: Insurance Office of America, Inc.
- Beneficiary Account Number: 3084988800
- Beneficiary Address: 1855 W. State Road 434  
Longwood, FL 32750-5069



March 9, 2023

**Carl Young**  
**Huerfano County Administrator**  
**Via Email: [cyoung@huerfano.us](mailto:cyoung@huerfano.us)**

**Re: Wage Audit related to Section 7(k) of the Fair Labor Standards Act**

Dear Mr. Young:

We are very pleased that Huerfano County is interested in engaging Employers Council attorneys and staff to perform the services in connection with the above referenced Wage Audit. This letter sets forth the details of our engagement.

**Scope of Services**

In accordance with the terms and conditions of this engagement letter, Employers Council will review Huerfano County payroll data, records, and any other pertinent information to determine whether the County is in compliance with Section 7(k) of the Fair Labor Standards Act. Employers Council's review is limited to providing review, analysis, and direction related to the matter described above. Employers Council's representation of Huerfano County will conclude upon the issuance of guidance and recommendations by Employers Council attorneys as to whether Huerfano County is in compliance with all obligations.

This engagement letter does not retain Employers Council as representation before any state or federal agency, litigation counsel, appellate counsel, or to represent Huerfano County in any other prior, present or future action(s), or any post settlement action(s), or in any action(s) in any other jurisdiction.

## **Employers Council Billing**

As discussed, this service is an additional service that is not included in your membership with Employers Council. As such, it is considered a for-fee service. Employers Council charges an hourly rate for all attorney time spent on this project. This rate ranges from \$250 to \$350 per hour, based on the hourly rate of the attorney(s) assigned to perform the service. My current rate for work on this project is \$300 per hour. Other Employers Council attorneys may be assigned to perform work on this project, and as such, billing rates may vary, but will not exceed \$350 per hour. Substantive non-attorney time on this project will be billed at \$110 per hour. Our legal fees are based on how much time is spent on your matter and include incidentals for onsite visits and any lodging costs, if necessary. A minimum time of ¼ hour (0.25) is charged for work performed, even though the actual time expended may be less. Work in excess of ¼ hour is billed similarly in increments of ¼ hour (.25). Administrative support time will not be billed.

The initial call and emails regarding our recommendations to move forward with the “Scope of Services” subsection are excluded from the charges. All invoicing in this matter will be through Employers Council Services (“ECS”), a wholly-owned subsidiary of Employers Council. Huerfano County will receive monthly billing statements sent to the undersigned representative for this matter which may not represent the entire cost. Our billings, together with communications with you through telephone conversations, meetings, letters, emails, and facsimiles, serve to inform you of the work being performed on your behalf. However, should you have any questions or comments about fees charged to you, we strongly encourage you to contact us promptly.

## **Confidential Client Communications**

All communications with Employers Council attorneys throughout the duration of the administrative representation should be treated as confidential to maintain attorney-client and/or work product privilege. Please take steps to preserve this privilege by limiting communication about this matter to only those individuals authorized to receive legal advice. Employers Council will make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, any information relating to our review and analysis of the relevant situation.

In the course of our review, we may have occasion to communicate with you or with others by electronic mail. Such communications and any attached documents will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. You have advised Employers Council that you invite and prefer the use of unencrypted email and fax communications because of their efficiency and convenience and that you are aware of and accept the risks associated with any adverse consequences, which could include the loss of



attorney-client privilege and attorney work product confidentiality and other protections against unauthorized or inadvertent disclosure of, or access to, confidential information. If, however, the sensitivity of any communications warrant additional security measures, you may change this instruction and we can discuss the availability of other reasonable security measures. At this time, Employers Council is offering use of secure file transfer capabilities through Microsoft OneDrive and understands that Huerfano County may request use of the secure file transfer protocol for transfer of employee data between Employers Council and Huerfano County. Employers Council will maintain Huerfano County employee data on Microsoft OneDrive account for the duration of the project and will return and/or destroy all digital files on the completion of the project.

### **Tax & Financial Advice**

Employers Council cannot and will not provide any tax, financial or insurance advice. Any discussions related to taxation, finance, insurance, banking and compliance must involve the member's accountant or other financial, insurance and/or tax expert, and any taxation, finance, banking, insurance and compliance conversations to which Employers Council contributes should not be relied upon. The member is advised to obtain independent and competent tax, financial and insurance advice regarding legal and business matters since legal and business transactions can give rise to tax, financial and insurance consequences. Employers Council has not agreed to render any financial, insurance or tax advice and is not responsible for any advice regarding financing, insurance, compliance, tax matters or preparation of tax returns, disclosures, or other filings, including, but not limited to, U.S. federal, state and local tax returns.

### **No Guarantee**

No law firm or attorneys, including Employers Council and our attorneys, can guarantee the outcome of any subsequent legal dispute. Although Employers Council attorneys may offer a legal opinion regarding any matter in which we represent or advise, we do not and cannot guarantee any particular result. Employers Council makes no express warranties concerning your matter, and hereby expressly disclaims any implied warranties concerning it.

You acknowledge that Employers Council has made no promises about the outcome of the review, including the costs and expenses of subsequent litigation, and that any opinion offered, or budget provided, by Employers Council or any of its attorneys will not constitute a guarantee. As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, Employers Council has made no commitment to you concerning the maximum fees and costs that will be necessary to complete this administrative representation. Any statement or estimate about this for-fee project that we have given you is just that—an estimate—and does not constitute a commitment to a flat or fixed fee.



## **Fees on Termination**

In the event that Huerfano County terminates the attorney-client relationship, Huerfano County shall pay, and Employers Council shall be entitled to, the fees earned by Employers Council from the amount of hours provided up to the time of termination.

## **Termination of Representation**

We do not foresee any circumstance that would lead to termination of our attorney-client relationship, other than completion of all anticipated tasks reflected in the Scope of Services herein. However, the law allows a client the right to terminate the representation of an attorney or our representation at any time and for any reason. Subject to our giving you reasonable notice for you to arrange alternative counsel, Employers Council reserves the right to discontinue work on pending matters or terminate our attorney-client relationship at any time.

Please note that our representation will terminate at the conclusion of the work anticipated in the “Scope of Services” subsection. Employers Council will not monitor new or changing laws and/or court decisions relevant to this matter as part of your membership after our for-fee representation ends.

All files and/or documents retained by Employers Council related to this matter are and remain your property as a client, except for Employers Council internal and/or administrative documents. You may have access to these materials at any time, and upon termination of our representation, you may withdraw these materials with prior written notice. Employers Council reserves the right to photocopy the files prior to delivery. We reserve the right to destroy all files ten years after the conclusion of this matter without notice unless you request their return. In the event you choose to change representation to any attorney outside Employers Council, a written notice authorizing the transfer of your files must be submitted. We reserve the right to retain photocopies of any of these documents.

If you are in accord with the foregoing, please sign and date this letter and return the signed copy to me via email. Upon receipt of same, Employers Council will counter-sign and provide you with a copy of the fully executed agreement for your records. Employers Council will commence its representation at the time it counter-signs the agreement. Should you have any questions, please do not hesitate to contact me.

Again, we are delighted that you have chosen Employers Council and look forward to being of service to you.



Sincerely,

EMPLOYERS COUNCIL, INC.



\_\_\_\_\_  
By: Alexandra Bellanti, Esq.  
Managing Attorney  
Affirmative Action Planning and  
Wage and Hour Compliance  
Services

Acknowledged & Agreed:

Huerfano County

\_\_\_\_\_  
Carl Young  
Huerfano County Administrator

\_\_\_\_\_  
Date

EMPLOYERS COUNCIL, INC.

\_\_\_\_\_  
By: Alexandra Bellanti, Esq.

\_\_\_\_\_  
Date



**Business Incubator Program Grant Administration  
Memorandum of Understanding**

This Memorandum of Understanding regarding the administration of grants for the Retail Business Incubator Program (this “**Agreement**” or “**MOU**”) is made as of this 14th day of March 2023 (the “**Effective Date**”) by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Huerfano County Economic Development Inc., a Colorado Non-Profit Corporation (“**HCED**”)

The above-listed parties may be referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, The County and HCED have been awarded an Economic Development Administration (“EDA”) Grant for the establishment of a Retail Business Incubator; and

WHEREAS, The County has been awarded a Department of Local Affairs (“DOLA”) Rural Economic Development Initiative Grant to support the same Retail Business Incubator and an associated Makerspace; and

WHEREAS, the County serves as the fiscal agent for both grants and is responsible for financial management of the grants; and

WHEREAS, HCED serves as the programmatic partner and is responsible for developing and providing the services and programs included in said grants; and

WHEREAS, the Southern Colorado Economic Development District (“SCEDD”) is also a co-applicant and is responsible for compiling and preparing reports to the EDA; and

WHEREAS, the Parties must adhere to the terms and conditions of these grant awards in order to receive reimbursement from the agencies making those awards; and

WHEREAS, the Parties desire to formalize and reduce to writing the processes by which they will cooperate to ensure grant compliance and a successful project that benefits Huerfano County residents and business owners.

**AGREEMENT**

In consideration for the promises herein, the recitals, and other good and valuable consideration, the Parties agree as follows.

**Section 1. Business Incubator Operation**

- A. HCED will operate the Business Incubator for the term of EDA grant and actively seek ways to make the Business Incubator sustainable after the term of said grant.
- B. HCED recognizes that continued financial support for the Business Incubator after the term of this grant is subject to appropriation by the Board of County Commissioners and should not be relied upon.
- C. HCED agrees that the Business Incubator shall be operated 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.

**Section 2. Procurement.**

- A. HCED will be responsible for procurement of all goods and services valued below \$25,000 and will seek multiple quotes for all goods and services valued above \$5,000. HCED will provide the County with a statement explaining their process when reimbursement is sought.
- B. The County will be responsible for procurement of all goods and services valued at or above \$25,000. HCED will participate in the drafting of any RFP or RFQ and comprise no less than half of any committee to review responses to any RFP or RFQ.
- C. Services procured by the respective parties will be paid by that party.

**Section 3. Staffing.**

- A. Funding for salaries and benefits of staff to operate the Business Incubator is included with the EDA Grant and as fiscal agent, the County will reimburse HCED for the expenditure of those salaries and benefits allowed by the grant. The County and HCED have a contractual relationship and staff of HCED are not staff of the County.
- B. The County Economic Development Director provides administrative and programmatic support to HCED, but will not have oversight or any form of supervisory relationship to the staff hired by HCED.
- C. HCED may request the County's assistance in developing their own employment policies or personnel handbook, but may not adopt the County Handbook or utilize County Policies as a reference for employment with HCED.

**Section 4. Financial Considerations.**

- A. HCED will submit a monthly itemized invoice to the County for reimbursement. Items contained in the invoice must be categorized using the spending categories from the relevant grant. The invoice must be sent to the County Finance Officer and the County Administrator before the 15<sup>th</sup> of each month and will be paid in the County's next vendor run.
- B. The County will be responsible for coordinating reimbursement requests with SCEDD and filing them with EDA or DOLA.
- C. The County will contribute \$20,000 to HCED on or before April 1, 2023 to serve as working capital and to assist with other non-reimbursable costs related to the operation of the incubator as may from time to time arise.
- D. HCED will seek donations, grants, and other funding to support and sustain the incubator.
- E. HCED may request, no later than August 31<sup>st</sup> of 2023 and 2024, additional funds from the County to support the incubator and cover non-reimbursable costs or replenish working capital. Requests should be submitted to the County Administrator and the County Finance Officer and will be considered as part of the County's annual budget process.

**Section 5. Oversight.**

- A. The County, through the Administrator or his designee, will review and monitor the operations and performance of HCED under this agreement and the grant agreements, including but not limited to review of financial records and programmatic documents.
- B. The parties agree to comply with the oversight and compliance guidance from SCEDD.

**Section 6. Term and Termination.**

- A. Term. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until the end of the Day on December 31, 2025.
- B. Extension. Should the EDA grant be extended for any reason this Agreement will also be extended with the agreement of both Parties.

**Section 7. General Provisions.**

- A. Amendments. Any amendment or addition to this Agreement must be in writing, approved and signed by both Parties to this Agreement.
- B. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- D. Venue. Venue to any action arising from this Agreement shall lie in the state courts in Huerfano County, Colorado. Each Party submits to the jurisdiction and venue of this court and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue and any right it may have to remove an action to federal court.
- E. Waiver of Right to Jury Trial. Each party waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or in connection with this Agreement.
- F. 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.
- G. 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.
- H. 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.
- I. Waiver. The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.
- J. 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.
- K. Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signature), all of which taken together will constitute one and the same agreement.



The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the 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: \_\_\_\_\_  
County Clerk and Recorder

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

**Huerfano County Economic Development Inc.**

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

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

Name: Lola Spradley

Title: President

*Attest:*

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

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

**PURCHASE ORDER**  
**Huerfano County**

Item 7d.

Purchase Order#: 69

Purchase OrderDate: 3/10/2023

Vendor: **THE HOME DEPOT PRO / 5567**  
**PO BOX 844727**  
**DALLAS, TX 75284-4727**

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

**Order Description:**

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
ELECTRIC WIRE	1	\$19,780.25	\$19,780.25	004-45100-51909
TOTAL:			\$19,780.25	

**NOTES:**

**APPROVALS:**

Approving Authority:

Budget Officer:

# golf course




**i** Price valid until: Mar. 10, 2023 at 11:59PM

Quote ID: HF100141039879  
 Created By: Chris Bechaver  
 Created On: Mar. 03, 2023  
 PO/Job Name:

Chris Bechaver  
 (719)621-8127

HUERFANO COUNTY  
 401 MAIN STREET  
 FARISTA, CO 81089

Items: **10** Total: **\$19780.25**

	Item	How To Get It	Unit Price	Qty	Item Total
1	 <p><b>Southwire</b> 1,000 ft. 2 Black Stranded AL USE-2 Cable                      Model #27282301                      Store Sku #240299</p>	Shipping <b>FREE</b>	\$988.00/item	3	\$2964.00
2	 <p><b>Southwire</b> 1000 ft. 6 Green Stranded CU SIMpull THHN Wire                      Model #20497405                      Store Sku #320697</p>	Ship To Store	\$1161.75/item	3	\$3485.25
3	 <p><b>Southwire</b> 500 ft. 4/0-4/0-4/0 Black Stranded AL Monmouth URD Cable                      Model #55418321                      Store Sku #738244</p>	Shipping from \$55.00	\$3319.00/item	4	\$13276.00

**Notes and Description:**

<b>Subtotal</b>	<b>\$19725.25</b>
Estimated Shipping	\$55.00
Pick Up In Store	FREE
Estimated Express Delivery*	-
Sales Tax (determined in checkout)	-
<b>Total</b>	<b>\$19780.25</b>

**PURCHASE ORDER**  
**Huerfano County**

Item 7e.

Purchase Order#: 71

Purchase OrderDate: 3/13/2023

Vendor: **WAGNER EQUIPMENT COMPANY / 1006**  
**PO BOX 919000**  
**DENVER, CO 80291-9000**

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

**Order Description:**

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Parts Crusher	1	\$6,895.61	\$6,895.61	002-43040-51506
		TOTAL:	\$6,895.61	

**NOTES:**

Radiator Parts for Crusher/ fan traveled through radiator

**APPROVALS:**

Approving Authority:

Budget Officer:



PACKING SLIP

Aurora, CO. 18000 Smith Rd., 80011  
303-739-3000 \* 877-654-1237  
Albuquerque, NM. 700 Wagner Court SE,  
87105 \* 505-345-8411 \* 800-432-6612  
www.wagnerequipment.com



Bloomfield, NM 505-634-4500 719-346-7880 719-635-1689 803-468-5081 877-742-1332 877-654-1237  
Durango, CO 970-259-2001 915-821-7651 877-654-1237 800-345-7878 877-654-1237  
Grand Jct, CO 970-242-2834 970-276-3781 877-654-1237 800-821-6082 877-654-1237  
Hayden, CO 970-242-2834 970-276-3781 877-654-1237 800-821-6082 877-654-1237  
Hobbs, NM 575-383-2148 719-544-4433 877-654-1237 800-821-6082 877-654-1237  
Pueblo, CO 970-278-1750 970-848-2911 877-654-1237 800-821-6082 877-654-1237  
Windsor, CO 970-278-1750 970-848-2911 877-654-1237 800-821-6082 877-654-1237  
Yuma, CO 970-848-2911 877-654-1237 800-821-6082 877-654-1237 800-821-6082

CUSTOMER QUOTE \* EXPIRES 04/10/23 \* CHARGE \*  
DOCUMENT 030038903

SOLD HUERFANO COUNTY 401 MAIN ST STE 306 81089  
TO WALSENBURG CO 03  
CUSTOMER NO. 44650  
SHIP TO  
SHIP 03WILLCALL 03WILLCALL  
WILLCALL PUEBLO, CO 81008  
WIC LOCATION WIC PIECES  
BILL OF LADING

ORDERED BY TELEPHONE CUST. ORDER NO. INSTRUCTIONS DELIVERY LOCATION SHIP VIA  
SCOTT 719 738 2420 49B7055 TRUCK (LTL) WILLCALL  
MAKEP/C MODEL SERIAL NO. EQUIP NO. ARRANGEMENT NO. DATE TIME ENT BY REFERENCE NO. PAGE

AA D342 49B7055 3/10/23 7:55:12 1

ITEM --- QUANTITY --- PART NUMBER / NO. ORDER SHIP B/O DESCRIPTION LOCATION N/R TR SOS WEIGHT UNIT PRICE EXTD PRICE  
PARTS SALES PERSON: THOMAS RICE - 9737

1 1 1 4L-4673 RADIATOR A QN 000 433.4 6470.88 6470.88  
MSC 1 FREIGHT CHARGE .0 424.73 424.73  
TOTAL GROSS WEIGHT OF SHIPPED ITEMS 433.4

TRUCK FREIGHT  
USD SELL TOTAL 6895.61

~~XXXXXXXXXX~~ Radiator

OPEN ACCOUNT TERMS: CASH CUSTOMER - PAYMENT DUE ON DATE OF INVOICE TOTAL AMOUNT DUE 19TH OF MONTH FOLLOWING INVOICE DATE FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON PAST DUE INVOICES FREIGHT TERMS ALL PARTS PURCHASED ARE F.O.B. SOURCE AND INCOMING FREIGHT WILL BE CHARGED FROM SOURCE  
RECEIVED BY: DATE: PRINTED NAME: Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabled Veterans  
Item 7e.

**McKinstry**

16025 Table Mountain Pkwy,  
Suite 100  
Golden, CO 80401

March 10th, 2023

Carl Young, Huerfano County Administrator  
Huerfano County, Colorado

**Subject: Huerfano County – 129 Kansas Avenue Dispatch Center REMODEL  
OPTION B - Conventional Approach: Architectural and Engineering Design Services**

Dear Carl:

McKinstry is honored to provide a proposal for the **OPTION B - Conventional Approach: Architectural and Engineering Design** scope of the 129 Kansas Avenue Dispatch Center Remodel for Huerfano County. Built in 1929, the existing 129 Kansas Ave. building is approximately 15,000sf over two levels and a basement. Our presumption is that the building is a "post-and-beam" structural system with load bearing exterior masonry walls. The work to remodel the existing building to a dispatch center will involve selective interior demolition of interior walls, new access-controlled dispatch stations, new accessible restroom facilities, a sleeping room, shower facilities, a new Low-Use Elevator for accessible access to all levels of the building, and reconfigured office/storage space along with the associated mechanical, electrical, and plumbing upgrades required.

We have outlined below our proposed process for the new Dispatch Center Remodel to include Architectural, Structural, Mechanical, Electrical, and Plumbing design services to create construction documents; provide thorough coordination across all project disciplines; and assist during permitting of the project. We understand the importance of including representatives from all stakeholder groups in the process so that everyone has buy-in and the goals for this project are ultimately achieved. We also understand the importance of maintaining project budgetary goals, conducting periodic cost evaluations, as well as providing cost effective strategies and alternatives along the way.

We look forward to the opportunity to work with the county on this exciting renovation project.

Sincerely,



Ashley Brasovan, Senior Account Executive  
303.968.4138 | [ashleyb@mckinstry.com](mailto:ashleyb@mckinstry.com)

## Existing Building Challenges

Based on a preliminary evaluation of the building the following items have been identified as potential scope challenges in converting this building to a Dispatch Center:

- I. Electrical Service:
  - a. Our design team will evaluate the anticipated loads based on projected use requirements to confirm Electrical Service needs. Emergency generators are required for Dispatch Center uses. Our Design team will confirm this requirement and propose cost-effective solutions to meet this requirement. They will also ensure the new (or existing service) and equipment is sufficient to handle integration with an emergency generator.
- II. Mechanical Service
  - b. Our initial walk through identified that the existing boiler heating system is quite old (40 years +/-). We would recommend that this service be upgraded in the initial phase of work to ensure the Dispatch Center has no interruptions of service due to replacement or repair of the older system. Not upgrading the HVAC in the initial construction phase could result in expensive emergency repairs and/or building shutdowns to repair.
- III. Mold and Asbestos
  - c. Mold and Asbestos have been identified as concerns in the existing building.
    - i. Mold and asbestos areas will be located during the design process. After identification of mold and asbestos locations and based on proposed implementation scope, a determination will be made as to whether any of these areas will need to be abated to provide a safe work environment for the construction teams. If no areas need to be addressed, there will be no asbestos or mold scopes recommended moving forward.
- IV. Water Damage
  - d. On our initial walk through of the building water damage was noticed in various locations.
    - i. If potential work is identified in our Phase 1 work, it may be prudent to include that scope in this construction project to avoid interruptions to the Dispatch Center's operations future if not being addressed already by the County.
- V. Accessibility & Code Compliance
  - e. The existing building is unlikely to meet current Accessibility requirements in the Building Code or per the Americans with Disabilities Act (ADA). Due to the nature of the renovation for this project it is likely that this work will be considered a "Substantial Alteration" to the Existing Building. As such current accessibility requirements will need to be met.
  - f. Of special concern is the Accessible Route and Accessible Restroom requirements. The County has identified that a Low-Use Elevator may help meet the Accessible Route requirement inside the building. Further evaluation would be required to determine if modifications to the front door or site around the building are needed.
  - g. Currently the Building has one exit at grade with other means being handled by stairs. Further evaluation of the Code and Jurisdictional requirements will be required to determine if additional work is required to ensure that the upgraded building meets current code egress requirements.
- VI. Structural Capacity
  - h. Further evaluation is needed regarding the structural capacity of the building. This is due to the potential elevator requirements and the proposed programmatic change to the building's use.
    - i. Dispatch Centers are classified as Risk Category IV and it is presumed that this building would meet a risk Category II.
  - i. Additionally, the installation of a Low-Use Elevator may require additional modifications to the existing foundation, intermediate floor, and/or roof assemblies.

(cont.)

VII. Access to Additional Funding

- j. Given the potential scope of the work for this building and McKinstry's focus on providing energy efficient projects there may be opportunities for McKinstry's team to find additional sources of funding for this project. Our proposed Phase 1 would identify those opportunities as part of the Menu of scoping items.

*Please find photos attached to end of this proposal*

## Building Program Elements

Based on discussions with the County the initial elements of proposed remodel includes:

### **Architectural**

- Installation of one (1) Low-Use Elevator (location TBD) connecting Basement, Main, & Second level.
- Dispatch Center area in southern portion of the building, up to four (4) stations. Dispatch area will need to be secured from the rest of the facility (access control to be design/build).
- Removal of additional interior walls in on the main level to create more usable space outside the Dispatch Center.
- Sleeping room (location TBD) for Dispatch Center employees.
- Accessible restrooms meeting current codes. Restroom facilities for the building will be focused on the main level. By code, these restrooms are available to building users on the other levels. Uni-Sex Convenience restrooms will be located on the basement and second level.
- Showering facilities - up to two (2) - will be on the main level.
- Modifying the ramping into the building to comply with accessibility codes.
- Modification to building egress to provide two (2) means of accessible egress.
- Modification of Second Level interior walls to create storage and office space.
- IT room (location TBD).
- Modification of basement offices as required for other programmatic elements.

### **Structural**

- Modification to foundation, basement slab, interior floors, and roof for installation of Low-Use Elevator.
- Evaluation of existing building structural capacity regarding increased Risk Category.

### **Mechanical Design**

- Design of a new Mechanical system using "Split System" heat pump (fan coil) system
- Air Handler(s) in the basement
- Presuming:
  - (2) fan coils in the basement
  - (4) fan coils on the first level
  - (4) fan coils on the second level
- New IT room Cooling



(cont.)

### **Electrical Design**

- New Service and Equipment (switchgear, panels, etc.)
- New Generator as required for Dispatch Center, located on west or south side of building
- New power for outlets
- New power for lighting throughout
- New power for mechanical upgrades
- New power for dispatch stations and IT room

### **Plumbing Design**

- Water and waste design for new restrooms and shower room
- Water and waste design for upgraded mechanical system
- Drainage design for Low-Use Elevator pit (as needed)

## I. Scope of Work

We have outlined our proposed list of tasks, schedule, and professional fee for completion of work below:

### **TASK 1: CONCEPT AND SCHEMATIC DESIGN (4 weeks)**

During this phase, our team will layout the programmatic elements in the Kansas Ave. building. Based on our previous conversations and the proposed scope elements above the design team will layout the agreed upon programmatic elements in the existing building applying appropriate Building Code and Accessibility Requirements.

A building survey will be completed by a 3<sup>rd</sup> party vendor to assist with creating dimensional and scalable plans. The engineering team will evaluate the existing building conditions and prepare narratives of work required to comply with building code and meet project objectives

We will establish the overall Project Schedule through to start of Construction, identifying and scheduling all critical milestone dates for submittals and coordination meetings with project team members. We will lead the Revit/BIM coordination and standards for the project.

#### **Deliverables:**

The **Schematic** package will include the following:

- Schematic Design Package to include Cover sheet, Building Code/ADA summary, Floor Plans, narrative of new interior assemblies
- Narratives from Structural, Mechanical, Electrical, & Plumbing engineers regarding updated systems

#### **Meetings:**

- Project Kick-Off Meeting: One to two (1-2) hour virtual meeting with project team members to go over project schedule milestone deliverables and dates, expectations for deliverables, and overview of design expectations with areas for opportunity.
- Site Visit: The Design Team will visit the site for a high-level review of existing conditions and suitability review for the proposed improvements.
- Design Coordination Meetings: Weekly One (1) hour virtual meetings with project team members to coordinate drawings – eight (4) total.
- Schematic Design Package Presentation: Conducted by Architectural team. Feedback and comments shared with project team shortly thereafter.

(cont.)

## **TASK 2: CONSTRUCTION DOCUMENTS (8 weeks)**

During this phase, our team will prepare the Construction Documents for submittal to jurisdiction for permit. We will establish the overall Project Schedule through to start of Construction, identifying and scheduling all critical milestone dates for submittals and coordination meetings with project team members. We will lead the Revit/BIM coordination and standards for the project.

We will also lead the overall coordination amongst all project disciplines during this phase (structural, mechanical, electrical, plumbing, etc.). Prior to Jurisdictional submittals, a final Quality Assurance review will be conducted of the complete drawing set to catch any remaining items that require additional coordination and/or information.

It is our understanding that the delivery method for this project will be Design-Build with an identified Contractor. Therefore, the Construction Documents will be produced at a level of detail accordingly.

### **Deliverables:**

The **Construction Documents** package will include the following:

- Construction Drawings to include Cover sheet, Building Code/ADA requirements, General Notes and Details, Egress and Occupancy, Floor Plans, Enlarged Plans, Reflected Ceiling Plans, Sections and Details, Schedules (Finishes/Materials, Equipment, Doors/Windows/Hardware, Lighting).
- Coordination with County, Structural Engineers, and MEP engineers
- Weekly base drawing/Revit model updates for project team with summary of revisions
- 50% In-progress CD drawing set
- 100% CD drawing set (for Quality Assurance review) – Full set
- Final Jurisdictional Submittal CD drawing set(s) – Full set (to include submittal to Health Department and other pertinent agencies)
- Project Specifications to be included on drawings (if McKinstry continues forward as GC)
- Project Meeting Agendas and Meeting Minutes

### **Meetings:**

- Construction Documents Kick-Off Meeting: One to two (1-2) hour virtual meeting with project team members to go over project schedule milestone deliverables and dates, expectations for deliverables, and overview of design expectations with areas for opportunity.
- 50% CD Coordination Meeting: Two (2) hour virtual meeting with project team members to coordinate 25% construction drawing set for review.
- Design Coordination Meetings: Weekly One (1) hour virtual meetings with project team members to coordinate drawings – eight (8) total.
- 100% QA CD Review: Conducted by Architectural team. Feedback and comments shared with project team shortly thereafter.

## **TASK 3: PERMITTING (4-8 weeks)**

During this phase, our team will provide administrative support for the Permitting process of the project. We will coordinate all drawing and document submittal requirements with the local jurisdiction and Health Department for review, as well as coordinate responses to review comments and questions.

(cont.)

**Deliverables:**

The **Permitting** deliverables will include the following:

- Permit Construction Documents (drawings and specifications) for review
- Respond to Plan Review Comments – maximum two (2) rounds of comments
- Coordinate receipt of building permit from Jurisdiction

## II. Project Schedule

Based on the scope outlined we propose the following phase durations. Dates of coordination meetings and deliverables are subject to change based on availability of participants and project team members which may impact project schedule. Permitting and Construction durations are based on preliminary estimations only and have not been vetted with a Contractor for verification.

<b>Phase 1:</b> Concept and Schematic Design	4 Weeks
<b>Phase 2:</b> Construction Documents	8 Weeks
<b>Phase 3:</b> Permitting	4-8 Weeks

## III. Professional Fee

Based on the scope outlined, we propose the following Lump Sump fee amounts. The fee amounts below do not include anticipated reimbursable costs.

Fees are for Design Team Consultants only and do not include fire protection, technology, special consultant services, energy consultant, building commissioning and building certifications for sustainable design.

<b>Task 1:</b> Concept and Schematic Design	\$46,000.00
<b>Task 2:</b> Construction Documents	\$114,000.00
<b>Task 3:</b> Permitting	\$20,000.00
<b>TOTAL:</b>	<b>\$180,000.00</b>

*\*Note: Including 3<sup>rd</sup> Party Structural Engineering Support.*

### REIMBURSABLE EXPENSES

- Reimbursable costs are not included in this fee proposal and shall be billed at cost plus 10% administration fee. Reimbursable expenses include the following: travel expenses (airfare, meals, transportation, lodging, internet access), printing, copying, computer plots, reproduction and photography, courier services and express delivery.

(cont.)

## IV. Additional Services

The following services are not included in our scope of services. Should these services be requested, we can provide additional fee proposals as necessary.

- Construction Administration (fees to be part of Construction scope contract)
- Asbestos and Mold mitigation scope and coordination
- Architectural & Engineering services and project scope beyond services listed in this proposal
- Site Design, Civil Engineering, & Landscape Design and coordination
- Landmark, Phasing, Permitting, Pricing, & Construction drawings
- Custom Millwork, Fixtures and Casework shop drawings and procurement.
- Exterior building envelope scope.
- Design services beyond the listed scope as required by local Jurisdiction.
- Re-use of existing electrical, mechanical, or plumbing equipment.
- Interior Design color and product selection beyond general material selection (tile, carpet, etc.)
- Low Voltage & Access Control layouts
- Life Safety systems design and coordination (Fire Alarm, Fire Sprinkler, Smoke Control, etc) - currently these are considered "design-build" and will be deferred submittals handled by the General Contractor
- Acoustic evaluations and calculations of partition/floor assemblies and equipment
- Schedule extensions beyond 25% of the proposed schedule
- Energy Modeling and LEED documentation support
- Project Manual (if construction work is going out to bid)
- It is assumed the project will meet prescriptive energy code compliance. Design for other performance-based compliance paths can be provided for an additional fee.

## V. Terms and Conditions

In consideration of their mutual promises in the Agreement and each Project, McKinstry and Client agree as follows:

### CLIENT'S RESPONSIBILITIES

- Client shall provide information in a timely manner regarding its requirements for, and the limitations of, each Project, including accurate and reasonably complete information regarding planned or existing HVAC, utilities, access, structural condition, or permit status. Within seven (7) days after receipt of a written request from McKinstry, the Client shall furnish the requested information necessary and relevant for McKinstry to evaluate, give notice of, or enforce lien or stop notice rights.
- McKinstry shall be entitled to rely upon the accuracy and completeness of the information, surveys and reports supplied by Client or on Client's behalf. Unless otherwise agreed in the Project scope, McKinstry shall not be responsible for design or construction documents for any improvements outside the demising line of Client's premises for this Project.
- Client shall render decisions and approve McKinstry's submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of McKinstry's services.

(cont.)

- Client shall coordinate the services of its own consultants with those services provided by McKinstry. Upon McKinstry's request, the Client shall furnish copies of the scope of consulting services in the contracts between the Client and the Client's consultants so that McKinstry can confirm proper scope coordination. Client shall furnish the services of consultants as designated for each Project, or authorize McKinstry to furnish them as an Additional Service, when McKinstry requests such services and demonstrates that they are reasonably required for the scope of the Project. Client shall require that its consultants maintain professional liability insurance with limits and coverage comparable to that required by McKinstry.
- Client shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Client's needs and interests under each Project.
- Client shall provide prompt written notice to McKinstry if the Client becomes aware of any fault or defect in the services or work related to a Project, including errors, omissions or inconsistencies in McKinstry's Instruments of Service.
- McKinstry shall not be liable for building components, goods or services purchased or contracted for separately by Client.

## SCHEDULE

- To the extent the parties agree upon a schedule for the completion of Services required for a project, McKinstry shall be diligent in performing its Services according to the schedule, subject, however, to its obligations to comply with the standard of care. The schedule shall be reasonably extended for delays in receipt of third-party review comments or approvals by Client, lenders, contractors, investors, or authorities having jurisdiction over the Project.

## CONCEALED CONDITIONS

- Where existing structures or facilities are not documented or entirely visible or ascertainable without pre-construction demolition and/or destructive testing or verification, it is quite possible that structures or other conditions may be encountered that are different from those conditions or structures assumed to exist at the time McKinstry and its subconsultants performed the Services.
- Because of the concealed and unforeseeable nature of these existing structures or conditions, McKinstry cannot be held responsible for any additional time or costs incurred by Client or any contractor employed by Client if those structures or conditions differ from those which McKinstry or its subconsultants reasonably assumed at the time of the performance of the Services. Should Additional Services or revisions to prior design or construction documents be required, they will be compensated as Additional Services.

## AVAILABLE INFORMATION

- This proposal is based on the availability of the following additional documentation upon NTP:
  - Digital copies (pdfs) of existing building drawings (all disciplines) as provided by the County
  - Design Standards or Owner's Project Requirements
- Any requested metering, pre-TAB, and digital scanning will need to be complete at least 6 weeks prior to the completion of Design Development

(cont.)

## **SITE ACCESS AND VERIFICATION**

- We will rely on the Owner or their representative to grant necessary site access to verify existing conditions.
- Prior to attending site, the Owner must provide good faith surveys indicating the presence of ACM (asbestos containing materials).
- We reserve the right to rely on the accuracy and completeness of all information supplied by the Owner without verification of the information contained therein.
- All electrical data gathering will be limited to visual inspection only. Our only interaction with an electrical panel will be to open panel doors to view the panel schedule and/or circuit breakers. If further investigation is required, a qualified electrician will be required.

## **PERFORMANCE OF WORK**

- McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer 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.

## **PAYMENTS**

- Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within fifteen (15) days of receiving an invoice. McKinstry will be entitled to interest at the rate of 1.5 percent per month on all sums overdue and unpaid from the date due.

## **TERMINATION**

- Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case, the rights and obligations of each Party that arose prior to the termination date shall survive such termination.

## **DISPUTES**

- In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, and the Parties have not agreed to extend such date, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may pursue arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

## **CHOICE OF LAW, VENUE**

- The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

(cont.)

## **FORCE MAJEURE**

- Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

## **NO WAIVER**

- No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

## **DAMAGES LIMITATION**

- Neither party shall be liable to the other party for any consequential, 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. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement price.

## **INDEMNIFICATION**

- McKinstry shall indemnify and hold harmless Customer from and against all third-party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property, directly arising from McKinstry's performance of the Work, but only to the extent caused by the negligent acts or omissions of McKinstry.

## **SEVERABILITY, SURVIVAL**

- If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

## **AMENDMENT**

- This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

## **COMPLETE AGREEMENT**

- This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.

(cont.)

**APARTMENT AND CONDO CONVERSIONS**

- Customer and Owner (individually and collectively "Customer") acknowledge that it is the original intention of the Parties that the project, other than the retail component, if any, be utilized as a residential apartment project. Had the Customer, its successors or assigns disclosed the intent to convert the project before or after completion to a
- Condominium under RCW 64.34 et seq., or similar law of the state where the project is located ("Conversion"), prior to execution of this Contract, McKinstry (inclusive of all McKinstry related entities, their directors, officers, members, shareholders, and employees) would have insisted upon major revisions, in part, because McKinstry's Commercial General Liability Policy ("CGL Policy") has limitations around coverage for condominium projects. In the event of a Conversion, Customer and McKinstry agree as follows:
- Customer acknowledges that McKinstry makes no warranty, either express or implied, arising out of or related to RCW 64.34 et seq., or similar law of the state where the project is located, or any other implied warranties. Customer shall not have any warranty cause of action against McKinstry except for those express warranties set forth in this Contract and shall not commence or pursue any breach of warranty cause of action or claim against McKinstry, unless such breach of warranty claim or cause of action arises out of an express warranty contained in this Contract. In no event and under no circumstances shall McKinstry have any liability for any and all remedies and damages that may be based on or arise from any breach of RCW 64.34 et seq., or similar law of the state where the project is located, or any other implied warranties. Claims include any claims for design error and/or construction of the project.
- With the exception of an assignment to an institutional lender or a single purpose entity that the Customer controls, the Customer may not assign the Contract or any rights arising therefrom.
- In the event a claim is pursued by an Association created through Conversion of the project, Customer agrees to hold harmless, defend and indemnify McKinstry from any and all claims, actions, or suits for "construction defect" or similar claims. Customer further agrees that in the event of conversion, Customer will purchase commercial general liability insurance including completed operations coverage sufficient to protect itself and including McKinstry as a named insured with limits not less than 50% of the total project contract value.
- In the event McKinstry's insurance carrier declines to provide or limits coverage under a CGL Policy due to the Conversion, McKinstry's indemnity obligations shall be limited to the actual insurance provided by such CGL Policy. This limitation shall not apply to claims by subcontractors, suppliers and laborers for payment for work performed on the project.

Thank you again for this opportunity to propose on these services for the **OPTION B: Huerfano County – 129 Kansas Avenue Dispatch Center REMODEL Design** scope. Feel free to contact me if you have any questions at (720) 252-9878. We look forward to working with you and your team.

Regards,

Accepted by,



William Cheever AIA, NCARB, LEED AP  
Sr. Architectural Project Manager

-----  
Signature

-----  
Date



## VI. Appendix



Figure 1: Evidence of water damage



Figure 2: Evidence of water damage



Figure 3: Existing electrical panels, appear older - need to confirm capacity for new use



Figure 4: Existing electrical panels, appear older - need to confirm capacity for new use



Figure 5: Existing boiler, appears older and may need replacement



Figure 6: Existing water heater, appears older and may need replacement

**McKinstry**  
5005 3<sup>rd</sup> Ave. S  
Seattle, WA 98134

(206) 762-3311  
mckinstry.com

March 10th, 2023

Carl Young,  
Huerfano County Administrator  
Huerfano County, Colorado

**Subject: Huerfano County – 129 Kansas Avenue Dispatch Center REMODEL  
OPTION A – ROM Menu: Phase 1 Planning, Architectural, and Engineering Design Services**

Dear Carl:

McKinstry is honored to provide a proposal for the **OPTION A – ROM Menu: Phase 1 Planning, Architectural, and Engineering Design** scope of the 129 Kansas Avenue Dispatch Center Remodel for Huerfano County. This Phase of the project will focus on identifying scope-of-work elements based on the existing building conditions. At the end of this Phase, McKinstry will provide the County with a report documenting the various construction elements required to accomplish the County's goal of converting the existing building into a fully accessible Dispatch Center for Emergency Services and the IT department with upgraded mechanical and electrical service and equipment.

The Final Report will include a menu of Architectural, Structural, Mechanical, Plumbing, and Electrical upgrades needed for functional, building code, and accessibility compliance. A Rough Order of Magnitude (ROM) Cost Estimate will also be provided in the Phase 1 report.

This report is intended to be a tool for the County to use in determining the future scope of work, priorities for timing of the work, and financial planning of the future work. Phase 2 of the Remodel Design Scope will take the programmatic, phasing, and priority decisions made by the County in Phase I and prepare Permit and Construction drawings for the construction work needed.

The Phase 1 Final Report will also include information regarding the general condition of the existing building and suggested upgrades to the building related to Building Code, Energy Code, Accessibility, and deferred maintenance requirements. The report will be formatted as an 8 1/2" x 11" document with notated diagram sketches, notated photographs, a narrative of work elements, and a cost estimate. Below we outline the scope, schedule, and budget. Our team looks forward to continuing our partnership with the County on this project.

Sincerely,



Ashley Brasovan, Senior Account Executive  
303.968.4138 | [ashleyb@mckinstry.com](mailto:ashleyb@mckinstry.com)



## Existing Building Challenges

Based on a preliminary evaluation of the building the following items have been identified as potential scope challenges in converting this building to a Dispatch Center:

- I. Electrical Service:
  - a. Our design team will evaluate the anticipated loads based on projected use requirements to confirm Electrical Service needs. Emergency generators are required for Dispatch Center uses. Our Design team will confirm this requirement and propose cost-effective solutions to meet this requirement. They will also ensure the new (or existing service) and equipment is sufficient to handle integration with an emergency generator.
- II. Mechanical Service
  - a. Our initial walk through identified that the existing boiler heating system is quite old (40 years +/-). We would recommend that this service be upgraded in the initial phase of work to ensure the Dispatch Center has no interruptions of service due to replacement or repair of the older system. Not upgrading the HVAC in the initial construction phase could result in expensive emergency repairs and/or building shutdowns to repair.
- III. Mold and Asbestos
  - a. Mold and Asbestos have been identified as concerns in the existing building.
    - i. Mold and asbestos areas will be located during the design process. After identification of mold and asbestos locations and based on proposed implementation scope, a determination will be made as to whether any of these areas will need to be abated to provide a safe work environment for the construction teams. If no areas need to be addressed, there will be no asbestos or mold scopes recommended moving forward.
- IV. Water Damage
  - a. On our initial walk through of the building water damage was noticed in various locations.
    - i. If potential work is identified in our Phase 1 work, it may be prudent to include that scope in this construction project to avoid interruptions to the Dispatch Center's operations future if not being addressed already by the County.
- V. Accessibility & Code Compliance
  - a. The existing building is unlikely to meet current Accessibility requirements in the Building Code or per the Americans with Disabilities Act (ADA). Due to the nature of the renovation for this project it is likely that this work will be considered a "Substantial Alteration" to the Existing Building. As such current accessibility requirements will need to be met.
  - b. Of special concern is the Accessible Route and Accessible Restroom requirements. The County has identified that a Low-Use Elevator may help meet the Accessible Route requirement inside the building. Further evaluation would be required to determine if modifications to the front door or site around the building are needed.
  - c. Currently the Building has one exit at grade with other means being handled by stairs. Further evaluation of the Code and Jurisdictional requirements will be required to determine if additional work is required to ensure that the upgraded building meets current code egress requirements.
- VI. Structural Capacity
  - a. Further evaluation is needed regarding the structural capacity of the building. This is due to the potential elevator requirements and the proposed programmatic change to the building's use.
    - i. Dispatch Centers are classified as Risk Category IV and it is presumed that this building would meet a risk Category II.

(cont.)

- b. Additionally, the installation of a Low-Use Elevator may require additional modifications to the existing foundation, intermediate floor, and/or roof assemblies.
- VII. Access to Additional Funding
- a. Given the potential scope of the work for this building and McKinstry's focus on providing energy efficient projects there may be opportunities for McKinstry's team to find additional sources of funding for this project. Our proposed Phase 1 would identify those opportunities as part of the Menu of scoping items.

*Please find photos attached to end of this proposal*

## Building Program Elements

Based on discussions with the County the initial elements of the proposed remodel that will be investigated and further defined during the Phase 1 design process includes:

- Conversion of Existing main level office space into Dispatch call center for Area Emergency Services. This includes demolition of existing office partitions and mechanical, electrical, plumbing (MEP) elements, new partitions, and addition of new MEP elements.
- Updating the existing building to meet current Accessibility (ADA) requirements. This includes the design and installation of an elevator (Low-Use preferred) and updates to the exterior ramping (as-required). Additionally, accessible restrooms will need to be provided to meet current building code requirements (with related plumbing renovation).
- Upgraded or New Electrical Service (new presumed) appropriate for new use and upgrades of the building. This will include a back-up generator located on-site.
- Upgraded or New Mechanical system and controls. This includes new ductwork and ductwork chases as required. System to be designed will be all electric to meet decarbonization goals.
- A sleeping room will be provided for use by those working in the Dispatch Center, which may be on the main level or in the basement depending on other space requirements and priorities. Shower facilities will be provided in proximity to the sleeping area.
- Demolition of interior office walls outside the new Dispatch Center for office flexible use by the county.
- Modifications to the open space on the second floor for a future meeting and planning space.
- New office space & storage space located on the Second Level "stage" area.

## I. SCOPE OF WORK

We have outlined our proposed list of tasks, schedule, and professional fee for completion of work below:

### **Project Kick-off**

The Design Team will schedule a Kick-Off Meeting (via Microsoft Teams, or Zoom) to review the scope and schedule of the project.

### **Site Visit**

The Design Team will visit the site for a high-level review of existing conditions and suitability review for the proposed improvements.

- Confirm important building dimensions
- Confirm Structural system assumptions\*
- Classification Loading upgrade compatibility
- Crack monitoring
- Review existing mechanical systems, clearances, and accessories
- Review existing electrical conditions
- Review of interior and exterior partition condition and suitability

\*- Structural Proposal attached (JVA)

Site visits will be limited to one (1) on-site visit with personnel from the Design Team. It is recommended that County personnel be available for these visits to provide access to the site and answer questions.

### **Code Evaluation & Design**

The Design Team will review Building Code and Accessibility requirements for the building to prepare for design solutions. Any major concerns uncovered in the Site Visits or Code review will be communicated to the owner as part of an initial Design Meeting. Further design efforts will be presented for County review and comment at Progress Meetings (2 total).

### **Design Options Menu and Cost Estimate**

Based on feedback from the County at our Design and Progress meetings the Design Team will prepare a list (menu) of design options with ROM cost estimates for presentation to the County in the Final Report.

Design options will be presented as diagrammatic sketches overlaid on plan diagrams or photographs. Plan diagrams will be based on the .pdf plans already provided by the county. Full building drawings will be created as part of Phase 2 work as required and are not part of this proposal.

Additionally, a narrative of the work proposed for the Design Options items will be generated to capture the approximate scope of work for these items.

A ROM Cost Estimate will accompany the Narrative of Work.

(cont.)

## Final Report & Report Presentation

At the conclusion of the work listed below McKinstry will present our Final Phase 1 Design Report to the County. A draft of the report will be reviewed during an on-line meeting with appropriate county personnel. If needed, any questions or unresolved items will be identified, and a timeline will be developed for resolving these items prior to distribution of the Report to the County.

## Phase 2 Scope (Construction Documents)

At the completion of Phase 1, McKinstry and the County will finalize the scope and fee of the Phase 2 Construction Documents portion of the project. While we can not provide formal fees for Phase 2 as part of this submittal, it is expected that the work will be approximately 5-8% of the estimated construction cost of the project. Please note that Phase 2 Construction Documents is exclusive of the construction Phase of the project. As such, Construction Administration services during construction will be considered part of a separate phase of the project; subject to scope and fee review at the time of construction contract finalization.

## II. PROJECT SCHEDULE

We have outlined four (4) project tasks for this scope over a 6-week Project Schedule:

<b>Task 1:</b>	Site Visit (2 visits maximum)	(1 week)
<b>Task 2:</b>	Code Evaluation & Design	(3 weeks)
	<ul style="list-style-type: none"> <li>• Design Meeting</li> <li>• Progress Meetings (2)</li> </ul>	
<b>Task 3:</b>	Design Options Menu and Cost Estimate	(1 week)
<b>Task 4:</b>	Formal Report for County Review	(1 week)
	<ul style="list-style-type: none"> <li>• Presentation Meeting</li> <li>• Final distribution to County</li> </ul>	

## III. PROFESSIONAL FEE

Based on the scope outlined, we propose the following Lump Sum fee amount. The fee amount below does not include reimbursable costs.

Fees are for Conceptual design services only and do not include permit, bidding, or construction drawings for any of the Phase 2 Design work.

### Design Team

Architectural	\$14,150.00
Structural*	\$8,850.00
Mechanical	\$11,800.00
Electrical	\$6,380.00
<u>Cost Estimating</u>	<u>\$5,580.00</u>

**TOTAL:** **\$46,760.00**

*\*Note: Including 3<sup>rd</sup> Party Structural Engineering Support.*



(cont.)

## REIMBURSABLE EXPENSES

- Reimbursable costs are not included in this fee proposal and shall be billed at cost plus 10% administration fee. Reimbursable expenses include the following: travel expenses (airfare, meals, transportation, lodging, internet access), printing, copying, computer plots, reproduction and photography, courier services and express delivery.

## IV. ADDITIONAL SERVICES

The following services are not included in our scope of services. Should these services be requested, we can provide additional fee proposals as necessary.

- Phasing / Road Map plan and consulting (Phase 2 Design Scope)
- Asbestos and Mold mitigation scope and coordination (beyond what is described in this proposal)
- Architectural & Engineering services and project scope beyond services listed in this proposal
- Site Design, Civil Engineering, & Landscape Design and coordination
- Third Party Building verification and CAD Plans
- Landmark, Phasing, Permitting, Pricing, & Construction drawings
- Interior Design color and product selection beyond general material selection (tile, carpet, etc.)
- Low Voltage & Access Control layouts
- Life Safety systems design and coordination (Fire Alarm, Fire Sprinkler, Smoke Control)
- Acoustic evaluations and calculations of partition/floor assemblies and equipment
- Schedule extensions beyond 25% of the proposed schedule
- Energy Modeling and LEED documentation support
- It is assumed the project will meet prescriptive energy code compliance. Design for other performance-based compliance paths can be provided for an additional fee.

## V. TERMS AND CONDITIONS

In consideration of their mutual promises in the Agreement and each Project, McKinstry and Client agree as follows:

### CLIENT'S RESPONSIBILITIES

- Client shall provide information in a timely manner regarding its requirements for, and the limitations of, each Project, including accurate and reasonably complete information regarding planned or existing HVAC, utilities, access, structural condition, or permit status. Within seven (7) days after receipt of a written request from McKinstry, the Client shall furnish the requested information necessary and relevant for McKinstry to evaluate, give notice of, or enforce lien or stop notice rights.
- McKinstry shall be entitled to rely upon the accuracy and completeness of the information, surveys and reports supplied by Client or on Client's behalf. Unless otherwise agreed in the Project scope, McKinstry shall not be responsible for design or construction documents for any improvements outside the demising line of Client's premises for this Project.
- Client shall render decisions and approve McKinstry's submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of McKinstry's services.
- Client shall coordinate the services of its own consultants with those services provided by McKinstry. Upon McKinstry's request, the Client shall furnish copies of the scope of consulting services in the contracts (cont.)

(cont.)

between the Client and the Client's consultants so that McKinstry can confirm proper scope coordination. Client shall furnish the services of consultants as designated for each Project, or authorize McKinstry to furnish them as an Additional Service, when McKinstry requests such services and demonstrates that they are reasonably required for the scope of the Project. Client shall require that its consultants maintain professional liability insurance with limits and coverage comparable to that required by McKinstry.

- Client shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Client's needs and interests under each Project.
- Client shall provide prompt written notice to McKinstry if the Client becomes aware of any fault or defect in the services or work related to a Project, including errors, omissions or inconsistencies in McKinstry's Instruments of Service.
- McKinstry shall not be liable for building components, goods or services purchased or contracted for separately by Client.

## SCHEDULE

- To the extent the parties agree upon a schedule for the completion of Services required for a project, McKinstry shall be diligent in performing its Services according to the schedule, subject, however, to its obligations to comply with the standard of care. The schedule shall be reasonably extended for delays in receipt of third-party review comments or approvals by Client, lenders, contractors, investors, or authorities having jurisdiction over the Project.

## CONCEALED CONDITIONS

- Where existing structures or facilities are not documented or entirely visible or ascertainable without pre-construction demolition and/or destructive testing or verification, it is quite possible that structures or other conditions may be encountered that are different from those conditions or structures assumed to exist at the time McKinstry and its subconsultants performed the Services.
- Because of the concealed and unforeseeable nature of these existing structures or conditions, McKinstry cannot be held responsible for any additional time or costs incurred by Client or any contractor employed by Client if those structures or conditions differ from those which McKinstry or its subconsultants reasonably assumed at the time of the performance of the Services. Should Additional Services or revisions to prior design or construction documents be required, they will be compensated as Additional Services.

## AVAILABLE INFORMATION

- This proposal is based on the availability of the following additional documentation upon NTP:
  - Digital copies (pdfs) of existing building drawings (all disciplines) as provided by the County
  - Design Standards or Owner's Project Requirements
- Any requested metering, pre-TAB, and digital scanning will need to be complete at least 6 weeks prior to the completion of Design Development

## SITE ACCESS AND VERIFICATION

- We will rely on the Owner or their representative to grant necessary site access to verify existing conditions.
- Prior to attending site, the Owner must provide good faith surveys indicating the presence of ACM (asbestos containing materials).
- We reserve the right to rely on the accuracy and completeness of all information supplied by the Owner without verification of the information contained therein.

(cont.)

- All electrical data gathering will be limited to visual inspection only. Our only interaction with an electrical panel will be to open panel doors to view the panel schedule and/or circuit breakers. If further investigation is required, a qualified electrician will be required.

## PERFORMANCE OF WORK

- McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer 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.

## PAYMENTS

- Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within fifteen (15) days of receiving an invoice. McKinstry will be entitled to interest at the rate of 1.5 percent per month on all sums overdue and unpaid from the date due.

## TERMINATION

- Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case, the rights and obligations of each Party that arose prior to the termination date shall survive such termination.

## DISPUTES

- In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, and the Parties have not agreed to extend such date, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may pursue arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

## CHOICE OF LAW, VENUE

- The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

## FORCE MAJEURE

- Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

(cont.)

## **NO WAIVER**

- No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

## **DAMAGES LIMITATION**

- Neither party shall be liable to the other party for any consequential, 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. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement price.

## **INDEMNIFICATION**

- McKinstry shall indemnify and hold harmless Customer from and against all third-party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property, directly arising from McKinstry's performance of the Work, but only to the extent caused by the negligent acts or omissions of McKinstry.

## **SEVERABILITY, SURVIVAL**

- If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

## **AMENDMENT**

- This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

## **COMPLETE AGREEMENT**

- This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.

## **APARTMENT AND CONDO CONVERSIONS**

- Customer and Owner (individually and collectively "Customer") acknowledge that it is the original intention of the Parties that the project, other than the retail component, if any, be utilized as a residential apartment project.

(cont.)

- Condominium under RCW 64.34 et seq., or similar law of the state where the project is located (“Conversion”), prior to execution of this Contract, McKinstry (inclusive of all McKinstry related entities, their directors, officers, members, shareholders, and employees) would have insisted upon major revisions, in part, because McKinstry’s Commercial General Liability Policy (“CGL Policy”) has limitations around coverage for condominium projects. In the event of a Conversion, Customer and McKinstry agree as follows:
- Customer acknowledges that McKinstry makes no warranty, either express or implied, arising out of or related to RCW 64.34 et seq., or similar law of the state where the project is located, or any other implied warranties. Customer shall not have any warranty cause of action against McKinstry except for those express warranties set forth in this Contract and shall not commence or pursue any breach of warranty cause of action or claim against McKinstry, unless such breach of warranty claim or cause of action arises out of an express warranty contained in this Contract. In no event and under no circumstances shall McKinstry have any liability for any and all remedies and damages that may be based on or arise from any breach of RCW 64.34 et seq., or similar law of the state where the project is located, or any other implied warranties. Claims include any claims for design error and/or construction of the project.
- With the exception of an assignment to an institutional lender or a single purpose entity that the Customer controls, the Customer may not assign the Contract or any rights arising therefrom.
- In the event a claim is pursued by an Association created through Conversion of the project, Customer agrees to hold harmless, defend and indemnify McKinstry from any and all claims, actions, or suits for “construction defect” or similar claims. Customer further agrees that in the event of conversion, Customer will purchase commercial general liability insurance including completed operations coverage sufficient to protect itself and including McKinstry as a named insured with limits not less than 50% of the total project contract value.
- In the event McKinstry’s insurance carrier declines to provide or limits coverage under a CGL Policy due to the Conversion, McKinstry’s indemnity obligations shall be limited to the actual insurance provided by such CGL Policy. This limitation shall not apply to claims by subcontractors, suppliers and laborers for payment for work performed on the project.

Thank you again for this opportunity to propose on these services for the **Option A: Huerfano County – 129 Kansas Avenue Dispatch Center REMODEL PHASE I Design** scope. Feel free to contact me if you have any questions at (720) 252-9878. We look forward to working with you and your team.

Regards,

Accepted by,

William Cheever AIA, NCARB, LEED AP  
Sr. Architectural Project Manager

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Signature Date



## V. APPENDIX



Figure 1: Evidence of water damage



Figure 2: Evidence of water damage



Figure 3: Existing electrical panels, appear older - need to confirm capacity for new use



Figure 4: Existing electrical panels, appear older - need to confirm capacity for new use





Figure 5: Existing boiler, appears older and may need replacement



Figure 6: Existing water heater, appears older and may need replacement





March 10, 2023

Carl Young  
 County Administrator  
 Huerfano County, Colorado

**Re: Housing Needs Assessment Update**

Dear Carl,

Sno.engineering, Inc. (d/b/a SE Group) is pleased to present this Scope of Work to update the 2019 Housing Needs Assessment (HNA). This project will be considered separate from but will ultimately be integrated with the Strategic Housing Plan that is part of the Joint Cooperative Planning Project. The following Scope of Work, Cost Summary, and Timeline show what work will be done, how much it will cost, and when it will be completed.

## SCOPE OF WORK

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### TASK 1 – DATA UPDATES

This task includes updating all the data from the 2019 report which provides data through 2017 or 2018, depending on the data set and data source. We know how much has changed between 2018 and 2022 so will update these data sets and look for analysis and trends in these last five years. This data includes demographic trends and forecasts, local economic and employment data, trends in household data, housing inventory in the county, market conditions. It will also include updating the housing gaps and needs analysis that is based on all of these data sets. It is important to note that we will not be doing an additional survey to update survey responses from the 2019 report.

### TASK 2 – RECOMMENDATIONS AND STRATEGIES DISCUSSION, INTEGRATION WITH THE HOUSING STRATEGIES PLAN

This task blends the recommendations from the 2019 report with the additional Strategic Housing Plan research that will be going on concurrently with this project. This discussion can live as a stand alone section in the updated HNA and also be cross-referenced in the Strategic Housing Plan. It will revisit the recommendations and goals from 2019 HNA and bring new ideas related to land use and zoning, discussion of particular locations, and strategic partnerships with local, regional, and state partners and funding opportunities.

### COST SUMMARY

This cost summary includes budget estimates for both tasks.

	Estimated Cost
Task 1: Data Updates	\$10,000
Task 2: Recommendations and strategies discussion, integration with the housing strategies Plan	\$5,000
<b>Total</b>	<b>\$15,000</b>

## TIMELINE

Task 1 will be conducted over the next three months, with a final delivery date of June 2023. The second task (Task 2) will likely take through the end of the calendar year 2023 in order to be integrated into the recommendations and strategy that come from the joint planning projects.

## CONCLUSION

All work performed on this project will be billed on an hourly basis on a "not to exceed" basis in accordance with our published hourly rates. SE Group must receive prior approval for any services that would exceed the not to exceed amount.

If this meets with your approval, please process the necessary contract documents prior to the commencement of SE Group's work.

Respectfully Submitted,  
Sno.engineering, Inc. (d/b/a SE Group)



Gabby Voeller  
Senior Community Planner

### ACKNOWLEDGED AND ACCEPTED:

This letter of proposal and SE Group's Terms and Conditions as attached comprise the total agreement between SE Group and Huerfano County, CO.

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

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

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



Mark Kane  
Director of Community Planning

**SE Group**  
**(Sno.engineering, Inc., d/b/a SE Group)**

**TERMS AND CONDITIONS**

**Retainers:** All retainers will be applied to final project billing to Client.

**Compensation:** Billings to Client for all work in connection with the Scope-of-Work and Additional Services (i.e., all work in addition to that required in connection with the stated Scope-of-Work) shall consist of the following:

**Professional Fees:** All professional services performed by SE Group will be billed on an hourly basis.

SE Group's hourly rates for calendar year 2022 are as follows:

Principals/Directors	\$185 to \$250
Senior Associates	\$145 to \$190
Associates	\$115 to \$160
Professional Staff	\$90 to \$140
Administrative Support	\$85 to \$135

The above hourly rates will be adjusted on an annual basis, effective January 1 of each ensuing year.

**Direct Expenses:** Direct expenses include, but are not limited to, travel and travel related costs such as actual transportation costs, food, subsistence and lodging, printing, maps, documents prepared by others, materials, in-house prints, copies, renderings, models and mock-ups, plots, any expenses for insurance coverage or limits of insurance which are in excess of that normally carried by SE Group and other similar direct expenses related to the completion of the Scope-of-Work. All Direct Expenses will be billed at cost, plus ten (10%) percent.

**Sub-Consultant Fees:** Sub-Consultant fees and expenses, if any, will be billed at cost, plus ten (10%) percent.

**Payment Terms:** SE Group's invoices will be prepared and sent on a monthly basis. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by SE Group and billed as Additional Services.

Payment is due upon receipt of the invoice. A "Service Charge," which is the greater of twenty (\$20.00) dollars, or one and one-half (1½ %) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at SE Group's discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses fees, and all other collection charges and expenses.

**Termination:** If the Client fails to make payments to SE Group in accordance with the "Payment Terms" above, SE Group may, at its sole discretion, elect either to temporarily suspend or terminate all work and services. SE Group will give seven (7) days' notice, in writing, to Client of any said suspension or termination. Other than termination for non-payment, either party may terminate this Agreement upon five (5) days' notice, in writing, to the other.

In the event of termination of SE Group's services for any reason, SE Group shall be paid "Termination Expenses," which include time and expenses necessary for both itself and for its Sub-Consultants, to finalize analyses and records as necessary, and to complete any reports on services already performed, in a manner appropriate for the professional services provided. Billing of these expenses shall be as Additional Services; and are in addition to Professional Fees, Direct Expenses and Sub-Consultant Fees incurred to the date set forth in the Notice of Termination, attributable to work performed on the Scope-of-Work and any previously authorized Additional Services.

Client hereby waives any and all claims for consequential damages arising out of any disputes or other matters relating to this Agreement, including, without limitation, consequential damages due to said termination. Specifically, but without limiting the generality of the foregoing, Client hereby waives on claims for damages incurred by Client for rental expenses, for losses of use, income, project financing, business and reputation. In no event shall SE Group's liability arising out of any claims or demands exceed the amount paid for Professional Fees as defined in "Compensation" above.

**Instruments of Service:** Drawings, specifications and other documents, including those in electronic form, prepared by SE Group and its Sub-Consultants are instruments of service for use solely with respect to this project. SE Group and its Sub-Consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement SE Group grants to the Client a non-exclusive license to reproduce said instruments of service solely for the purposes of the project described in the Scope-of-Work, provided that the Client shall comply with all obligations including prompt payment of all sums when due under this Agreement. SE Group shall obtain similar nonexclusive licenses from its Sub-Consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the project shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of instruments of service and shall return to SE Group within seven (7) days of termination all originals and reproductions in the Client's possession or control. If and upon the date SE Group is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, non-exclusive license permitting the Client to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the instruments of service solely for purposes of completing, using and maintaining the project.

Except for the licenses granted in the preceding paragraph, no other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of SE Group. However, the Client shall be permitted to authorize any Contractor, Subcontractors, or material or equipment suppliers to reproduce applicable portions of the instruments of service appropriate to and for use in their execution of the project by license granted above. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the reserved rights of SE Group and its Sub-Consultants. The Client shall not use the instruments of service for future additions or alterations to this project or for other projects, unless it obtains the prior written agreement of SE Group. Any unauthorized use of the instruments of service shall be at the Client's sole risk and without liability to SE Group and SE Group's Sub-Consultants.

**Change in Scope-of-Work:** The Scope-of-Work to be performed by SE Group is as set forth in the attached letter or proposal. Change in services or in the Scope-of-Work including services required of SE Group's Sub-Consultants, may be accomplished, without invalidating the authorization contained in the attached letter or proposal, if mutually agreed in writing, if required by circumstances beyond SE Group's control, or if SE Group's services are affected as described below. In the absence of mutual agreement in writing, SE Group shall notify the Client prior to providing such services. If the Client deems that all or a part of such Change in Services is not required, the Client shall give prompt written notice to SE Group, and SE Group shall have no obligation to provide those services. Except for a change due to the fault of SE Group, change in services of SE Group shall entitle SE Group to an adjustment in compensation in accordance with the "Compensation" paragraph above.

If any of the following circumstances affect SE Group's services for the project, SE Group shall be entitled to an appropriate adjustment in SE Group's schedule and compensation: 1) change in the instructions or approvals given by the Client that necessitate revisions in instruments of service; 2) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared instruments of service; 3) decisions of Client not rendered in a timely manner; 4) material change in the Scope-of-Work including, but not limited to, size, quality, complexity, the Client's schedule or budget, or procurement method; 5) failure of performance on the part of the Client, or the Client's consultants or contractors; 6) preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where SE Group is party thereto and, except as provided for in the Scope-of-Work.

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



**HUERFANO COUNTY GOVERNMENT  
 PROCUREMENT MEMORANDUM**

**Date:** March 14, 2023  
**To:** Huerfano County Board of County Commissioners  
**From:** Carl Young, County Administrator  
**Re:** Huerfano County Solicitation #2023-02: Agency of Record  
**Attachments:** RFP, AdPro Proposal

**Summary:** On January 4<sup>th</sup> Huerfano County released RFP 2023-02 to find an agency of record to provide marketing and public relations services including, but not limited to: (1) marketing Huerfano County, through the County Tourism Board, as Spanish Peaks Country; (2) advertising County services, such as Parks, the Spanish Peaks Regional Airport, and the County Waste Transfer Station; (3) assisting the County in providing general public information and emergency communications; and (4) assisting County partner agencies with marketing and public relations needs. The Committee was comprised of County Staff and Officials involved in public engagement and a representative of the Tourism Board. I request you approve the award as recommended to AdPro.

**Requested Motion/Action:**

Motion to approve the award for the Agency of Record RFP to Ad Pro.

**Background:** On January 4, 2023 Huerfano County released RFP 2023-01 to find an agency of record to provide marketing and public relations services including, but not limited to: (1) marketing Huerfano County, through the County Tourism Board, as Spanish Peaks Country; (2) advertising County services, such as Parks, the Spanish Peaks Regional Airport, and the County Waste Transfer Station; (3) assisting the County in providing general public information and emergency communications; and (4) assisting County partner agencies with marketing and public relations needs. The following criteria were used for ranking of most qualified respondent:

#	Criteria	Points
1	Qualifications, years of relevant experience, and proven abilities in performing similar work.	30 Points
2	Experience working in a rural context and familiarity with Huerfano County and/or Southern Colorado	25 Points
3	Approach to client service, communication methods and approaches, capacity to take on projects.	25 Points
4	Quality of references and results of reference checks.	20 Points
<b>Total</b>		<b>100 Points</b>

The Solicitation closed on February 7<sup>th</sup> and we received ten submissions. County staff reviewed the responses on February 9<sup>th</sup> and sought input from other stakeholders. After all reviews were complete, the full committee decided to interview four respondents with the possibility of other interviews later: VistaWorks, AdPro, Versatility Media, and PAC/West. Interviews were held on

March 6, 2023. The Committee ranked the interviewees and chose the interviewee they felt would serve the County's many needs the best. The final ranking of respondents is as follows:

<b>Respondent</b>	<b>Rank</b>	<b>Staff Review Score</b>	<b>Final Score</b>
<b>AdPro</b>	1	92	112
<b>Versatility Creative Group</b>	2	90	105
<b>PAC/WEST</b>	3	94	104
<b>VistaWorks</b>	4	97	102
<b>The Stasko Agency</b>	5	77	77
<b>Fox Theatre</b>	6	77	77
<b>YPE</b>	7	70	70
<b>SetSail</b>	8	64	64
<b>Ascent</b>	9	55	55
<b>Red Hawk</b>	10	40	40

In keeping with the scores the Committee recommends the selection of AdPro.

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Signature of the Chair

Approved

Approved with Changes

Denied

# Request for Proposals: Marketing and Public Relations Services

Huerfano County Solicitation #2023-02  
January 4, 2023

## **Summary of Request**

The Huerfano County Board of County Commissioners (“the County”) is seeking proposals from qualified firms to provide marketing and public relations services including, but not limited to: (1) marketing Huerfano County, through the County Tourism Board, as Spanish Peaks Country; (2) advertising County services, such as Parks, the Spanish Peaks Regional Airport, and the County Waste Transfer Station; (3) assisting the County in providing general public information and emergency communications; and (4) assisting County partner agencies with marketing and public relations needs.

## **Submission Information**

Written submissions for the supply of the services described herein will be accepted until Tuesday, **February 7, 2023 at 4PM MT**. Any proposal received after that time will not be considered. Submitted materials may be submitted via email in PDF format to [administrator@huerfano.us](mailto:administrator@huerfano.us).

Procedural and technical questions are to be submitted in writing to Carl Young at [cyoung@huerfano.us](mailto:cyoung@huerfano.us) by **4PM on January 25, 2022**.

## **Background**

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

## **Tourism Board**

The mission of the Huerfano County Tourism Board (HCTB) is to enhance the quality of life for residents by bringing visitors to our county, having a positive impact on our economy while preserving our environment and culture. Residents of Huerfano County felt strongly enough about tourism to pass a lodging tax in 2007. HCTB has branded Huerfano County as Spanish Peaks Country, a tribute to the distinctive twin peaks that watch over the Cuchara Valley. The Peaks have been among the most important landmarks of the southwestern United States, guiding Native American tribes, Spanish and French trappers, gold seekers, hunters, and American settlers. The Industrial Revolution brought coal mining to the region to feed the Colorado Fuel and Iron Steel Mills in Pueblo. Now, with the industry gone, we have a County that is growing and attracting new residents and visitors to experience a mild climate, amazing history, beautiful landscapes, and great people. HCTB’s current digital assets include spanishpeakscountry.com, the Spanish Peaks Country Facebook Page, Instagram account, and an e-mail newsletter that reaches over 50,000 addresses. HCTB also participates in the Colorado.com lead generation service. The Tourism Board’s annual budget is typically between \$75K and \$125K depending on lodging tax revenue.

## **Parks and Recreation**

Huerfano County has a long history of managing parks and recreational facilities, but has only recently

created a Parks and Recreation Department to manage and oversee these facilities with the goal of increasing the health and vitality of the entire Community. The Department directly manages the Huerfano County Community Center and Fiesta Park in Walsenburg as well as the Raymond Aguirre Community Center in Gardner. The County has operating agreements with locally controlled non-profits to manage three other facilities: the Parker-Fitzgerald Cuchara Mountain Park operated by the Panadero Ski Corporation; the County Fair Grounds operated by the Huerfano County Fair Board Inc.; and the Fox Theatre Walsenburg operated by the Spanish Peaks Community Foundation d.b.a. Fox Theatre Walsenburg. The County is also seeking to develop the recently acquired Thorne Ranch into a new County Park with trails, pistol and rifle shooting ranges, and RV camping as primary attractions.

### **Public Information and Service Promotion**

The Huerfano County Board of County Commissioners has made connecting with residents a significant priority. The County has a goal of increased promotion of public services, such as the Spanish Peaks Regional Airfield and Waste Transfer Station, to promote increased utilization. The County operates a website, [www.huerfano.us](http://www.huerfano.us), as well as a Facebook Page and Twitter Account, and seeks to better utilize these resources and develop new resources, such as a County newsletter, to engage with the public. Other goals include: increased awareness of public and community meetings and activities; improved emergency and crisis communications; and generally promoting a positive public image of Huerfano County and our communities.

### **Outline of Services to be Provided**

The selected firm(s) will be expected to service the marketing, branding, and public relations needs of Huerfano County and the Huerfano County Tourism Board's Spanish Peaks Country Destination Marketing Program. Interested parties may submit proposals to provide one or all of the services the County requires, which include, but are not limited to:

### **Marketing Strategy and Execution**

Work closely with the County to develop a multi-year strategic direction including high level goals and objectives for the County marketing programs. The selected respondent will then develop, execute, and track results of the annual marketing plans to meet said goals and objectives. Strategic documents and annual plans will reflect the differing needs of County business units and include:

- Develop a concrete social media strategy using tools like Facebook, Twitter, LinkedIn, and Instagram.
- Create coordinated marketing campaigns (print, broadcast, digital, online, email, etc.) to include a written plan addressing objectives, audience/market description, strategies, tactics, and budgets.
- Media planning & buying: media negotiations, client meetings, correspondence related to specific media plans/buys.

### **Public Relations**

Build messaging that can be used in various channels including earned media, social media, and paid traditional media to geo-target key audiences through relevant channels to drive awareness, create an emotional connection and educate on key actions. Messaging should drive interaction and build excitement through sharing relevant content and providing opportunities to interact with Huerfano County and Spanish Peaks Country to include:

- Develop and pitch storylines and press releases, fact sheets, issue briefings, and industry highlights to the media.
- Develop and maintain targeted media lists (local, trade, and national).



- Support communication efforts (i.e., blog posts, monthly newsletters, etc.) as needed.

### **Content Creation**

Develop creative concepts and campaign elements. This includes producing written copy and custom graphics as well as managing the process of working with subcontractors as needed. Selected respondent will work with the County to bring approved materials to their final form. Creative materials may include but are not limited to:

- print advertising
- audio/video assets
- digital graphics
- signage
- branded merchandise

### **Website Maintenance and Updates**

Keep content on both Huerfano County websites updated and maintain the backend systems to insure minimal downtime, including:

- Keeping Event Calendars of both sites up to date as directed
- Making updates to the Business Directory of the Spanish Peaks Country Website
- Making posts or updating pages as requested
- Managing Search Engine Optimization
- Ensure website security and ADA standards are met

### **Qualifications**

Firms must have at least 5 years experience providing the services proposed. Experience working with local governments, particularly county governments, is highly desirable.

### **Selection Process**

Selection will be made through a four-step process. The County reserves the right to select a qualified individual or firm without holding interviews. The scoring in the first two steps is cumulative. If it is determined that interviews are not to be held, the scoring will be based on the first step, Review of Proposals submitted. The process for selection and award of the Professional Contract for Services will be as follows:

<b>Step One</b>	Review and scoring of Proposals submitted
<b>Step Two</b>	Interviews (if required)
<b>Step Three</b>	Selection of successful firm, negotiation of Professional Contract for Services
<b>Step Four</b>	County Commissioner approval of Professional Contract for Services

### **Anticipated Timeline**

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

<b>Step</b>	<b>Date</b>	<b>Selection Process</b>
<b>One</b>	January 4, 2023	Solicitation Issued
	January 25, 2023	Questions may be presented prior to 4PM MT on this date.
	February 7, 2023	Proposals due at 4PM MT
	February 8, 2023	Committee Review of Proposals
	February 9, 2023	Notifications of Interviews (if required).
<b>Two</b>	February 17, 2023	Interviews conducted (if required).

<b>Three</b>	February 21, 2023	County notifies the selected proposer.
<b>Four</b>	February 28, 2023	Professional Contract for Services executed.

### Submittal Requirements

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

Submissions should be no longer than 25 pages and include:

1. Brief overview of the history and structure of the firm including structure, time in business, number of employees, and other data to assist in characterization of the firm.
2. Statement of the particular expertise and experience providing marketing and/or public relations services for local governments, including any experience with Colorado local governments, county governments, government enterprises, state and federal grants, or development projects.
3. A description of the firm's approach to client service including onboarding process, communication methods and approaches, as well as availability to take on projects and answer questions.
4. Brief description of 3 or 4 similar engagements performed by the firm within the past five years. Please provide contact information for these clients. Letters of reference are also accepted.
5. A listing of and resumes for the project lead and any others that would support the project with a summary of each team member's area of responsibilities, expertise, experience and qualifications for this work. Provide an organizational chart of the project team.
6. Cost proposal with specific payment terms and arrangements (e.g. hourly rate vs. retainer or a combination).
7. The proposing firm shall include as part of the proposal a disclosure of the name of any employee or official of Huerfano County who could be directly and personally benefited if the proposing firm is awarded a contract pursuant to this RFP. If there is nothing to disclose, the proposal shall so state.

### Step 1: Review of Proposals

Following an initial screening of the proposals, the committee will select what it considers the most highly qualified individuals or firms to provide the services outlined in the scope of services. Selection will be based on the evaluation criteria set forth below. The firms or individuals submitting proposals will be ranked, and the committee will then recommend the most qualified individual or firm.

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

<b>Criteria</b>	<b>Points</b>
<b>Qualifications, years of relevant experience, and proven abilities in performing similar work.</b>	30 Points
<b>Experience working in a rural context and familiarity with Huerfano County and/or Southern Colorado</b>	25 Points
<b>Approach to client service, communication methods and approaches, capacity to take on projects.</b>	25 Points
<b>Quality of previous projects undertaken and references</b>	20 Points
<b>Total</b>	<b>100 Points</b>

**Step Two: Interviews (if required)**

1. If the County determines that interviews are required in the best interest of the County, interviews will be conducted for the purpose of determining which respondent is the most highly qualified to perform the scope of services; which respondent has the personnel best able to complete the scope of services; and which responds most fully understands and is able to perform the work envisioned by the County.
2. Key personnel from proposer to be assigned to the project are required to be present and participate in the interview.
3. Respondents are asked to give a presentation on their organization and proposal. The Review Board will then ask any questions they have of the respondent.

**Step Three: Selection of Finalist(s) and Negotiation of Professional Contract for Services**

1. The County will negotiate with the selected finalist(s), whether individuals or firms, on a mutually agreeable payment arrangement and fee structure.
2. After the successful individual or firm is selected, the County will negotiate a final Professional Contract for Services.

**Step Four: County Commissioners Approval of Professional Contract for Services**

1. The successful respondent is encouraged to attend the Commissioners' meeting to answer any questions concerning the proposal, or the respondent's qualifications.
2. The County reserves the right to undertake or award supplemental or successor contracts for work related to this Contract.
3. This solicitation shall not be binding upon the County and respondent, and no services shall be performed under the terms of the proposal or the Professional Contract for Services until the Contract has been reduced to writing and approved by the County Commissioners.

**Selection and Contracting Provisions****Notifications**

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

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

**Right to Reject**

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

If the County and the selected individual or firm cannot agree on the contract, the negotiations will be

terminated, and the County reserves the right to begin negotiations with the next highest ranked respondent.

**Procedure Requirements**

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

**Conflicts of Interest**

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



SOLICITATION NUMBER:  
RFP 2023-02

MARKETING AND  
PUBLIC RELATIONS SERVICES





Selection Committee,

Thank you for presenting this exciting opportunity to submit for the Huerfano County Solicitation (#2023-02) Marketing and Public Relations Services RFP. My team and I are strongly invested in this proposal because we believe AdPro is the ideal marketing partner for Huerfano County. Our team is very excited about the possibility of working with you to promote tourism, increase demand for local attractions, businesses, and entertainment, promote festivals and events, and foster civic pride and ambassadorship.

We are committed to helping you achieve your goals to assist with Huerfano County's overall marketing and advertising strategies across digital channels. We will advise you how to achieve the greatest return on your marketing investment, as well as construct a creative marketing plan and collateral creation. The AdPro team will take care of media purchase placement, results auditing and analysis, updates on trends and best practices, and provide our public relations expertise to support your communication efforts.

Here are a few reasons why we believe we are the ideal marketing partner:

- We are located in Southern Colorado and work with clients throughout the Southern regions of Colorado.
- Our team has over twenty years of experience in tourism and deep experience working in Colorado Springs, Pueblo, Trinidad, Raton and Santa Fe.
- We have a strong team of digital experts who have experience in every aspect of digital and web and know how to strategically collaborate with the traditional media team.
- We have the workforce and resources. We are 40 people strong and have a senior team who has been with us for eight to ten years. We are a full-service marketing firm, offering all services under one roof, including research, strategy, creative, web development, PR, audio and video production, and digital marketing and traditional media planning and buying.
- Our team is highly collaborative and client-focused. Your wins are our wins.
- We have buying power. We are the largest media company in Southern Colorado, meaning we have the resources necessary to get maximum exposure for your investment. In 2022 we generated \$504,568 in additional free coverage for Phil Long Enterprise alone.
- We are excited, energized, and eager to partner with you to drive economic development in Huerfano County.

Thank you for reviewing our proposal and considering AdPro as your marketing partner. We are honored to be considered and look forward to hearing from you soon.



Camille Blakely  
President, AdPro

525 Communication Circle  
Colorado Springs, CO 80905  
719.331.4598

# 1. History and Structure of AdPro



**AdPro is a full-service advertising agency** located in southwest Colorado Springs. We were founded in 2012 as the advertising partner for the Phil Long Enterprise. In 2014, AdPro became an LLC and now works with various clients locally, regionally, and nationally. Phil Long's businesses and nonprofits make up 50% of our revenue. Other key clients include U.S. Olympic & Paralympic Museum, the Colorado State Fair, Visit Golden, UCHHealth, Pikes Peak United Way, Trinidad State College, Downtown Trinidad Development Group, Trails, Open Space and Parks (TOPS), Fishers Peak State Park, and Picnic Basket Catering Collective.

**We are a team of 40 experts** who provide the full scope of marketing and advertising services in our Colorado Springs office. Our services include in-house research, strategy, account services, digital ad planning and buying, traditional media planning and buying, brand identity, creative concepting, graphic design, website design and development, social media strategy, planning and posting, public relations, and audio and video production. Having all of our services in-house gives our clients a unified voice, consistency in messaging, greater efficiency, and superior quality control. We are experts in campaign tracking and accountability.

**We are one of the largest advertisers in the state**, which means we can negotiate low rates even during premium periods. We can also secure significant value-added media weight, making our clients' media presence more dominant for a much lower financial investment.

**At AdPro, we still buy the old-fashioned way**, one rate at a time. We sit face-to-face with your local media reps and negotiate every single rate, getting it to the lowest price we can and still have it run. We also check every commercial invoice to ensure the spots run at the correct rate and at the right time. It's called post-analysis, and only a few ad agencies buy this way anymore. It should be a given, and it's the kind of service you can expect when you partner with AdPro.

**Our services include:**

## RESEARCH

- Qualitative
  - Focus groups
  - One-on-one interviews
  - Customer intercepts
- Quantitative
  - Online surveys
  - Phone surveys
  - Competitive analysis
  - Audience profiling
  - Behavioral targeting
  - Conversion mapping
  - Database matching
  - Householding

## STRATEGIC PLANNING

- Strategic planning meetings
- Strategic marketing and communication plans
- Annual meeting facilitation

## CREATIVE SERVICES

- Creative concepting
- Creative strategy
- Brand identity
- Copywriting
- Scriptwriting

## GRAPHIC DESIGN AND PRODUCTION

- Logos
- Illustration
- Brand guidelines
- Print
- Collateral
- Catalogs
- Newsletters
- Signage
- Point-of-purchase
- Vehicle wraps

- Landing pages
- Book covers
- Digital assets
- Environmental graphics

## INTEGRATED MEDIA PLANNING

- Media research tools
- Big screen strategies
- Small screen strategies

## INTEGRATED MEDIA NEGOTIATION AND BUYING

- Traditional media
  - Network TV
  - Cable
  - Radio
  - Print
  - Out-of-home
  - Theater
- Digital Media
  - OTT
  - Streaming audio
  - Podcast media
  - Value-added negotiation

## ADDITIONAL DIGITAL SERVICES

- SEO
- SEM
- Retargeting
- Geofencing
- Digital display
- Online video
  - Pre-roll
  - YouTube
- Social media
  - Organic
  - Paid
- SMS/Text campaigns

## WEBSITE DESIGN AND DEVELOPMENT

- Website development and analysis
- Hosting services
- Site map development
- Platform recommendations
- SEO keyword research
- Optimized copywriting
- Content implementation and formatting
- Plug-in implementation
- Browser testing
- Google Analytics set-up
- Client training
- Website monitoring
- Website updates and plug-in testing
- A/B testing
- Website maintenance
- Ecommerce partner analysis
- Ecommerce partner negotiation
- Ecommerce partner monitoring

## MEASUREMENT/ROI

- Integrated media post-analysis
- Digital benchmarking
- Analytics tracking
- Purchase funnel results tracking

## DATABASE MARKETING

- Email marketing
- Direct mail
- Campaign testing
- Lead evaluation

## PUBLIC RELATIONS

- Reputation management
- Internal communications
- Media relations
- Press releases
- Press conferences
- Content creation
- Speech writing
- Media coaching
- Public meeting facilitation
- PR monitoring and reporting
- Crisis communications
- Event planning & management
- Sponsorship strategy
- Philanthropic giving strategy

## VIDEO PRODUCTION STUDIO SERVICES

- Casting
- Location shoots
- B-roll shoots
- Studio green screen shoots
- Portable/location green screen shoots
- Steadicam shoots
- Drone shoots
- Still photography/photoshoots
- Photo and video editing
- Television ads
- Aspect ratios optimized for social media (landscape, vertical, square, etc.)
- Digital video conversion
- Video sliders
- Visual effects

- 3D animation
- Motion graphics
- Upscaling video to HD and 4K

## AUDIO STUDIO SERVICES

- Voiceover recording (In-house sound booth)
- Voiceover talent
- On-hold messaging
- Mixing and mastering
- Noise reduction, cleanup, and restoration
- Asset management
- File outputs and conversions to MOV, MP4, AVI, MPEG, PRORES 422, PRORES 4444
- TV station distribution
- Archiving video assets to a server

# 2. Expertise and Experience



The AdPro team has **extensive experience** providing PR, marketing, and digital services to tourism, government entities, and economic development projects. Camille Blakely, our president, will lead our Huerfano County Marketing and PR team. She has 33 years of relevant experience, including years of event strategy and management with the U.S. Olympic & Paralympic Museum, the Colorado State Fair, the City of Cripple Creek, Colorado Springs tourism campaign, City for Champions, Downtown Colorado Springs, the City of Manitou Springs, and the Town of Monument. She has also led communications efforts for mayoral campaigns and many nonprofit fundraising events, as well as experience in crisis communications, having a pivotal role in developing Manitou Springs' Flood and Fire Crisis Communication plan. The individual experience of every team member is detailed in their professional bios, and below is a list of tourism and government clients we have worked with:

- |                            |  |                                    |
|----------------------------|--|------------------------------------|
| ▪ Colorado Springs Airport | ▪ U.S. Olympic & Paralympic Museum     | ▪ Colorado Springs Chamber and EDC |
| ▪ Visit Golden             | ▪ City for Champions                   | ▪ Downtown Colorado Springs        |
| ▪ Colorado State Fair      | ▪ Rocky Mountain Women's Film Festival | ▪ City of Manitou Springs          |
| ▪ Cripple Creek Tourism    | ▪ Tri-Lakes Chamber of Commerce        | ▪ Town of Monument                 |
| ▪ UCHealth Next Chapter    | ▪ Trails, Open Space, and Parks (TOPS) |                                    |

Additionally, our AdPro team has **deep experience** in Southern Colorado:

- |   |  |  |
|---|--|--|
| ▪ Salud Family Health Services, Trinidad  | ▪ Mt. Carmel Wellness and Community Center | ▪ Sister Blandina Gift Shoppe                    |
| ▪ The Marketplace   | ▪ Downtown Trinidad Development Group      | ▪ Phil Long Toyota                               |
| ▪ Mt. Carmel Veterans Service Center with locations in Colorado Springs, Pueblo, and Trinidad | ▪ Trinidad Hilton Garden Inn               | ▪ Phil Long Ford, Chrysler, Dodge, Jeep, and Ram |
|   | ▪ Club14 Garden Grill and Pub              | ▪ Fishers Peak State Park                        |
|   | ▪ Sister Blandina Wellness Gardens         |  |

## INTEGRATED MEDIA

We recommend integrating messaging across traditional, digital, social, and owned-media platforms such as your website, blogs, events, email, texting programs, online communities, and public relations. Even though digital marketing is crucial in today's climate, broadcast, print, and radio are still vital to marketing. These traditional media outlets have large user bases, providing a vast pool of potential customers for conversion. It is necessary to integrate digital marketing with traditional media strategy in a way that continues the conversation with your audience. This journey can vary and be specific to each person, but it always includes multiple channel touchpoints.

This is where we shine – AdPro's full-service menu of advertising and marketing expertise and capabilities gives us the ability to create and execute a comprehensive strategic plan. From messaging, public relations, communications, and negotiating the best prices to executing professional, evidence-based deliverables, including marketing content, social media posts, digital marketing mixes, radio and television productions, and even brochures and billboards – we do it all. By having an integrated strategy that covers all advertising avenues, you can be assured that we will get your message out and show you results you will not see with any other team.



## TRADITIONAL

Media stewardship of the negotiated buys is one of our most valuable services. Diligent tracking ensures delivery of negotiated media and promised added value. We check advertising schedules and invoices for optimal rotation and missed spots or impressions. When a media partner does not deliver audience guarantees, additional media is bonused to ensure that target audience impressions are distributed as ordered. Clients shouldn't have to pay for discrepancies or poor-quality media; with us, they never will. As previously mentioned, we negotiate every rate and check every commercial invoice to ensure the spots run correctly and at the right time in post-analysis.

## PUBLIC RELATIONS AND COMMUNICATIONS

**AdPro has a strong communications team** focused on best articulating Huerfano County's unique offerings to the community and beyond. Our communications department will be pivotal in the day-to-day activities when sending communications out to Huerfano County members. They will also be heavily involved in event public relations, assisting Huerfano County's partner agencies, crafting press releases and documents for public information, and emergency communications.

## DIGITAL

Our culture in recent years has required many of us to adapt to a more virtual world, where we embrace the media landscape to build and maintain personal connections. The same can be said about digital marketing — where consumers continue to seek personal interactions.

Worldwide digital ad spending is expected to rise to \$441.12 billion in 2022 (making up 58.7% of total media ad spending), ensuring that the most effective messaging and channels are being used to reach the right audience. Marketing trends are constantly changing to reflect new technologies, evolving consumer behaviors, and our world. The AdPro experts prioritize staying up-to-date on trends that better resonate with your target audiences.

We provide analytics as frequently as every week, depending on the campaign's needs, and adjust the strategy quickly to target goals effectively and efficiently.

With this in mind, we would approach your marketing with the following objectives:

- Boost engagement
- Build trust with individuals when making important decisions.
- Increase visibility and search traffic
- Develop authentic content for brand awareness and trust
- Offer a consistent experience in users' engagement journey

## PAID SOCIAL

Paid social allows us to be hyper-targeted with our audience. AdPro's social media strategy is to use social media platforms to introduce new users to Huerfano County, including Facebook, Instagram, LinkedIn, and TikTok.

- Facebook has over 2.9 billion Facebook users worldwide. This allows us to tap into numerous data sets, enabling us to be in front of the right person at the right time.
- Instagram is a photo-sharing platform that now incorporates videos similar to TikTok and targeted photo and video ads. With 27% of users saying that they find new products and brands through paid social ads and a reach of over 1.2 billion people, Instagram ads are essential in any digital marketing campaign for brand awareness, reach, lead generation, and conversions. Fundamental to the tourist demographic, over 500 million Instagram users view Stories (paid and unpaid) daily.
- TikTok is a platform that combines the power of social media with video storytelling. According to DataReportal, TikTok passed 1.5 billion users total at the start of 2023 - a larger audience than Instagram. TikTok is an excellent platform for awareness AND engagement, which is about authenticity and creativity. These can also link to long-form videos for more detailed information.
- LinkedIn is a business networking platform that will reach a different audience than other social media platforms, with over 690 million members who have twice the buying power of typical online audiences. Using video, photo, and email messaging, paid ads to help reach the family decision-makers with the most financial responsibility.
- Twitter is the best platform to provide quick easy to digest content to your followers. Overall, about 40% of social media users state that they use Twitter regularly, making sure that the county has a presence on this platform is important for consistent communication with community stakeholders.

## CONTENT MARKETING

Content marketing is necessary when trying to navigate the digital landscape. The internet is a universal hub of knowledge - rising to the top to gain notice from your target audience involves regular, engaging content creation to help establish brand identity and credibility.

**Examples of content marketing include:**

- Blogs to showcase your unique community, share relevant resources, and introduce engaging topics to your community and stakeholders. According to HubSpot, 56% of marketers believe blogging is effective, and 10% say it generates the most significant ROI.

- Podcasts are becoming very popular over the last few years, and this market is expected to reach more than 2 billion by 2023. These can be conversational and offer an opportunity to introduce fresh and personal content and create tourism-centered content.
- Videos still reign supreme regarding internet popularity and consumer traffic. Short-form video can be great for many media outlets and social platforms, but long-form video performs best on YouTube and websites. You can engage prospective and current visitors through storytelling while avoiding high drop-off rates. Or videos can focus on insightful data visualizations highlighting your county's unique values and priorities.
- Influencer Marketing is an established strategy that has evolved to include micro-influencers or those who connect with a niche audience targeting a particular group (such as prospective tourists/visitors). You can leverage current community influencers with an established social media presence to reach visitors more directly and personally. This strategy requires collaboration and, again, authenticity. Posts can feature the county's parks, Spanish Peaks Regional Airport, Spanish Peaks Country, the County Tourism Board, etc.
- Data storytelling continues to be critical with the volume of digital content available today. Effective content marketing for travel and tourism simplifies your county's story and message. Visual storytelling is a way to channel your main messages its values and direction to create a more personalized and passionate digital marketing strategy.

## WEBSITE DESIGN AND DEVELOPMENT

AdPro designs and develops websites by strategically blending user experience with brand storytelling that earns high-value customers. From customized nonprofit websites and product landing pages to the county intranet and partner portals, we are committed to providing the best UX/UI elements to create high-performing websites.

From Mt. Carmel Veterans Services to Phil Long Customs, we integrate marketing, IT, and product departments of large organizations and growing companies to deliver industry-leading websites and user experiences. We apply learnings from case studies and CX data to engineer and design impactful digital products our clients use.

## CUSTOMIZED WEBSITE DEVELOPMENT

Our web developers specialize in front and backend development. Our experienced team utilizes the latest development tools, platforms, and frameworks, including AngularJS, JQuery, Sitecore, WordPress, Drupal, etc. We build customized websites that are robust and scalable.

## CUSTOMER EXPERIENCE STRATEGY

AdPro's expertise in user experience, customer experience, and digital marketing strategy ensure our clients improve engagement with their audience and increase conversions. We apply learning and development techniques fueled by user experience data and behavioral science.

## THIRD-PARTY CUSTOMIZATION AND INTEGRATION

We integrate new software with platform-based applications and tools such as ERP, CRM, etc.

## ADVANCE API INTEGRATION

Our highly skilled development team provides third-party API integration services. Our team has experience in API integration, CMS systems, Payment APIs, and other cloud-based APIs.

The website development process is not limited to just the coding process, and several pre-production steps are crucial to the overall design and scope of work. Following this process correctly creates an efficient and effective workflow to get the product to launch.

- Information gathering and discovery
- Planning and analysis
- Content writing
- Wireframe and design
- Web development (coding)
- Testing, review, and launch
- Maintenance

## WEBSITE MAINTENANCE

Website development is not a turnkey process, where once a website is set live, it will continue to run optimally. The AdPro team collaborates to ensure your website continues to operate efficiently, maintain current APIs and integrations, proper and consistent hosting, updated information, and search engine optimizations. The internet is constantly changing with technology – we ensure our client's sites stay up-to-date and relevant.

AdPro is committed to ensuring all online content and deliverables are perceivable, operable, understandable and robust. Our dedicated digital strategists and developers follow ARIA standards and best practices according to [ada.gov](http://ada.gov) in all web assets when applicable.

AdPro takes into consideration alternate text on images, easy to use keyboard functions for navigation, accessible colors and contrast, title tags, responsive page design, and clear page structure to accommodate for varying abilities. Our web development team will also make sure that we optimize and correctly write `<iframes>`, as well as incorporate inclusive design through properly labeling buttons and anchor text, sizing icons and CTAs to be readable and clickable and providing adequately spaced text.

Additionally, we take accessibility into consideration for all of our creative executions, prioritizing readability and design for our graphics, while subtitling video creative and providing transcripts for audio-only creative.

In addition to all our websites following the most recent ADA standards and best practices, we take the security of your website seriously. Along with secure hosting solutions, our team provides monthly maintenance including:

- Weekly Website Backups – weekly backups to separate server and/or cloud storage
- Theme & Plugin Testing & Updating – keep all core CMS services & third-party plugins up-to-date
- Replacement Out-of-Date Software
- Real-time Malware Monitoring – live monitoring known malware infections
- File Change Warning Monitoring – live monitoring of website file changes
- Uptime Monitoring – alerts for uptime and downtime monitoring and moderating actions with site host to resolve issues
- SSL Certificates- provides secure internet connect and safeguards sensitive data

All of the above maintenance solutions, ensure the **best security** for your websites.

## SEARCH ENGINE MARKETING

Search engine marketing (SEM) is a fast and effective way to be present for users actively researching Huerfano County community services. The higher you rank in search engines; the more likely users will visit your website and access your offerings. SEM effectively attracts attention and generates clicks by allowing users to filter based on the words they seek, ensuring traffic is comprised of people interested in Huerfano County. In addition to ads on Google, Bing, and Yahoo, contextual advertising on other websites allows for even further reach by appearing on websites with information in regards to Huerfano County services.

## SEARCH ENGINE OPTIMIZATION

Organic search is the number one driver of website traffic. Search is critical in the website journey, and Google dominates all search engines. You must invest in improving your search rankings to stay relevant despite trending topics and algorithm changes and ensure that users can access your content when they need it the most. Ideas and strategies we would use to audit your website and improve your results follow:

- Use Google Trends to analyze search patterns across competitors
- Conduct keyword research to investigate natural language search (including voice search)
- Research top landing pages from organic search
- Utilize your internal site search results from Google Analytics
- Identify search volume for particular branded and non-branded queries and keywords
- Identify any broken links, monitor attempted pageviews of those, and set up a 404 report
- Review and update your Wikipedia page
- Optimize your media content (videos and photos)
- Cultivate quality links from high-ranking and authoritative websites
- Develop an engaging presence on social media to expand the quality and quantity of social shares and post engagement
- Ensuring website and landing pages have proper HTML characteristics, including tags, URLs, headings, and other authority measures
- Utilizing geographically targeted methods to communicate with local, national, and even international users
- Improving trustworthiness through domain and page authority as well as minimizing bounce rate
- Providing a mobile-friendly, fast-loading, and secure online experience to users

## VISUAL IDENTITY AND GRAPHIC DESIGN CONSULTATION

The graphic design team we have in place has anywhere from eight to thirty years of experience, and all have worked with tourism and government clients. That range of experience means we can do everything from ongoing production art projects, such as business cards and signage, to high-end brand identity and branding campaigns. We have worked with other local municipalities to update their brand identities and guidelines. Once finalized, we provide detailed brand guidelines to ensure proper identity usage and facilitate consistency. In addition to the design expertise, we also bring creative concepts and copywriting services to the team, providing integrated creative strategy. If you need help brainstorming, we can do that too.

### Our Services Include:

- Creative conceiving
- Creative strategy
- Copywriting
- Graphic design
- Brand identity
- Illustration
- Print
- Digital
- Collateral and branded merchandise
- Signage
- Environmental graphics
- Landing pages

## VIDEO SUPPORT

The AdPro team has full video support capabilities, with the ability to do the day-to-day storytelling up to the branding videos. Partnering with the AdPro video team, we can take any project from concept through production, whether in the studio or on location. The team includes writers, producers, and experienced editors to ensure the videos are on-brand and meet the standards your audiences expect.

- Creative conceiving
- Scriptwriting
- Casting
- Location shoots
- B-roll shoots
- AdPro studio green screen shoots
- Steadicam shoots
- Drone shoots
- Still photography (simultaneously)
- Video editing
- 3D Animation
- Motion graphics

# 3. Approach to Client Service

We are a team that thrives on partnering with our clients and standing next to them as we strategize and achieve their wins. We are savvy at what we do – we take a systematic approach based on our expertise and experience and ensure that our clients are in-step and know the how and why of everything we do on their behalf. At the heart of AdPro's work ethic is communication – keeping the entire team – including our clients – apprised of how their roles fit into the overarching strategy and ensuring we stay on target for achieving your goals. Marketing, just like any other game, starts with a winning strategy.

## STRATEGIC PLAN

AdPro is uniquely positioned to effectively and efficiently handle all of the Huerfano County marketing and public relations services functions. Our team includes experts in every aspect of marketing and communications. We provide the complete scope of services to our clients, including:

- Goal setting and outcome accountability
- Quantitative and qualitative research
- Strategic communications and planning
- Brand strategy and activation
- Creative conceiving
- Content creation
- Media strategy, planning, and buying
- Digital strategy and analytics
- Website design and development
- Audio and video production
- Print production and fulfillment placement
- Invoice verification and negotiation
- Campaign tracking and reporting

Organizational flowcharts, budgets, and reporting charts and graphs will give you the playbook view of everything we're working on at all times. Our fiscal flowchart will detail when and where all media is running. Our monthly budgets will detail every penny spent on your behalf. Each time there is an update on these budgets, we make the adjustment and send you a current, dated copy.

Our analytics and tracking reports will show you where you stand at any given moment. We also welcome you to jump in and check Google Analytics any time to see how your campaigns perform. At AdPro, we are highly ethical and transparent, taking our jobs as stewards of your marketing budget very seriously.

We recommend beginning with a strategic marketing session where Huerfano and the AdPro team develop the overall marketing and advertising strategy. This full-day session is where we discuss where you've been, where you are, where you want to go, and how to get there. We recommend the following process:

## THE STRATEGIC PROCESS

**A well-defined strategy is essential** to generate results from your marketing investment. AdPro starts every project with your unique plan in mind. It is crucial to know what will work based on your goals, your services and communication efforts, who you're trying to reach, and what you want them to do.

Your marketing message has to identify what makes you different and how your services benefit your target audiences. The backbone for a successful strategy starts with a strategic marketing session followed by a Strategic Marketing Plan that will provide a roadmap for all of us to follow throughout the year.

After this initial session and you have edited and approved the Strategic Marketing Plan, it will guide all of our efforts, and we will be committed to it. We will check in quarterly for refinements but typically only make significant changes once we sit down a year later. This process provides structure, discipline, and accountability in our marketing efforts. Here are the seven steps we will take you through to ensure your brand is on target, your messaging is on-point, and your marketing tactics focus on creating results. We will guide you through this entire process.

## STRATEGIC PLANNING SESSION AND MARKETING PLAN

### Step 1. Involve Your Strategic Team

- Set aside a block of uninterrupted time
- Involve critical strategic thinkers in your organization
- Meet off-site to get away from day-to-day demands
- After an initial session, meet quarterly for check-ins
- Camille will lead the strategic session
- AdPro will film, take notes, and provide detailed reporting
- This session will yield the Strategic Marketing Plan
- Primary research
- Secondary research
- Do we need a baseline study to determine brand awareness?
- Do we need a baseline study to determine community awareness?
- Do we need focus groups to get meaningful feedback?
- Do we need focus groups to get input on our current creative direction?

### Step 2. Do Your Homework

- Look around you
  - Macro to micro
  - Economic environment
  - Industry trends
  - Competitive analysis
  - Current awareness level
  - Current positioning
- Look in the Mirror
  - Outcomes
  - Strengths and weaknesses
  - Current positioning
  - Reputation assessment
  - Website analytics
  - Social media analytics
  - Digital campaign performance
  - PR exposure values

**Step 2. Do Your Homework (continued)**

- Past marketing analysis  
Who are your Ideal Audience:  
Primary, Secondary, and Tertiary?
- Age, income, education
- Where do they live?
- How do they live?
- What do they like to do?
- How do they interact with you?
- What are their buying habits?
- What are the best ways to reach them?

**Step 3. Find Your Strategic Position and Commit To It**

- What makes you unique?
- How is the world a better place with you in it?
- What is your vision?
- What is your mission?

**Step 4. Set Measurable Goals**

- Community awareness
- Brand recognition
- Website traffic
- Website forms filled out
- Event and site attendance
- Social media engagement

- Impressions/digital click-throughs
- Increased awareness/visibility

**Step 5. Develop Strategies and Tactics**

- How do you get from where you are to where you want to be?
- What are the strategies you'll use to accomplish this?
- Who do you need help from to make this happen?
- What partners can help us get there faster?
- What tools will you need to make this happen?
- How will you communicate this to your team, so everyone is on the same page?

**Step 6. Anchor the Plan**

- Timeline — set specific benchmark dates
- Determine who is responsible for strategy and tactic follow-through and implementation
- Budget — what will it cost?  
Detailed flowchart and monthly budgets

**Step 7. Assess, Adjust, Celebrate**

- What will you evaluate?
- How often will you evaluate?
- Don't hesitate to make changes
- Communicate every step
- Celebrate the victories along the way

**ONBOARDING AND CAMPAIGN TIMELINES**

We will begin the process with a kick-off meeting with Huerfano staff and key stakeholders/partners at our AdPro office. There we will be able to introduce our team and showcase our facilities and tools at Huerfano County's disposal. Then we will move on to individual meetings with each key stakeholder/partner and staff to learn more about their role in Huerfano County and how we can best work with each member moving forward to ensure a seamless transition.

**AUDIT EVALUATION CRITERIA**

AdPro will audit Huerfano County's current and previous marketing and communications efforts. To complete this audit, AdPro will assess and perform the following:

- AdPro will assess all marketing and communication plans for the last five years
  - Includes yearly budgets and flowcharts
- AdPro will gain access to the backend of current websites
  - Identify how each site is set up, what CSS platform is in use
  - Identify any plug-ins or themes currently in use
  - Identify any tags or pixels installed on the site
- AdPro will meet with current marketing employees and contractors
  - We will also schedule meetings with any vendor contacts to assess if they are still needed
- AdPro will evaluate copies of all collateral from the last five years
- AdPro will evaluate copies of all marketing and communication assets from the previous five years
- AdPro will review metrics from current campaigns, including
  - Newsletter open rates
  - Website traffic
  - Digital marketing campaign metrics include conversion, click-through, impression share, etc.
- AdPro will review attendance data from events over the last five years
  - Attendance numbers
  - Attendance demographics
  - Zip code data

**COMMUNICATION METHODS AND APPROACHES**

AdPro prides itself on establishing long-term partnerships and providing full-service agency services to support our client's goals. For Huerfano County, we would be an extension of your team to collaborate and enhance the planning and implementation of marketing and advertising to further the county's presence, image, and reputation. AdPro would have no problem commencing work immediately upon award and contract completion.

You will have a dedicated team with a point person who will manage day-to-day communications, but the entire team is available to you anytime.

Our AdPro team is efficient, proactive, and known for its quick response time. We will respond within 24 hours or 1 business day of an inquiry, but most likely much sooner. We are also expert communicators – we take minutes in every meeting, whether it's over the phone, on Zoom, or in person, and distribute notes to everyone promptly after.

We can happily attend on-site meetings or are happy to host your team in our offices at any time. With our full-service team in the office at all times, the Huerfano County team is welcome to collaborate with our creatives, working directly with our content team, graphic designers, or production editors whenever convenient. Our accounting personnel is also available if any questions or concerns arise. In the end, we are your team of experts ready to help you succeed.

# 4. Similar Engagements

## COLORADO STATE FAIR

We began working with the Colorado State Fair in December 2020. Each year, we have created a strategic marketing plan that identified what makes the Fair different and how its services benefit its target audience. The strategic marketing plan guided all of our efforts.

The objective was to market this unique venue and increase attendance and ticket sales while building lasting awareness of the event.

### AUDIENCE

Through Nielsen Scarborough research, we identified the whole of Colorado as our primary demographic, appealing to individuals and families eager for outings and activities that provided outdoor space, safety, and family-friendly fun.

We focused on accessibility in Colorado via the I-25 corridor and a diverse set of audiences, including:

- 4-H and FFA Communities
- Commercial Exhibitors and Vendors
- The Carnival Ride Enthusiast
- The Fair Foodie
- The Concert-goer
- Hispanic Population



### MARKETING APPROACH

Since the audience was varied, we spread marketing efforts over different digital channels, including digital display ads, video or pre-roll YouTube ads, and social media ads targeting each of our audiences. We focused on the accessibility of the Fair from I-25 and creating website content that targeted each type of visitor. Colorado State Fair and social media are a match made in heaven. The State Fair's sights, sounds, and nostalgia provide an excellent platform to promote and elevate the experience. During the months leading up to the Fair, the Colorado State Fair shares 3-4 posts per week on Instagram and Facebook.

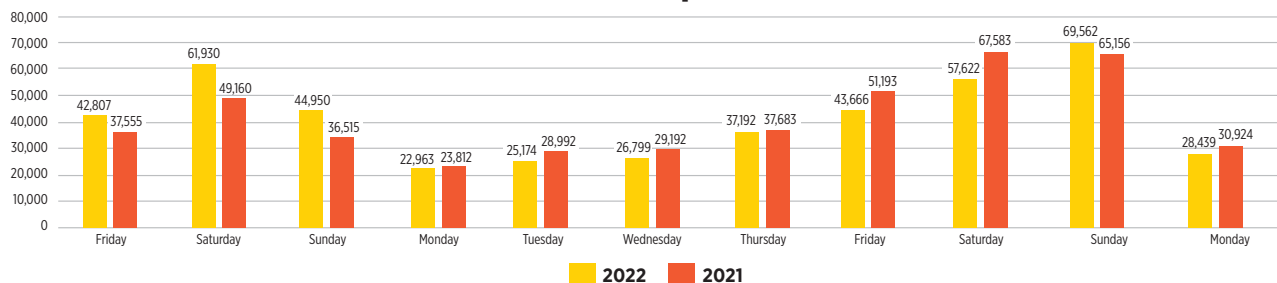
Because the State Fair has such an impact on Colorado's agricultural communities, we turned to radio and outdoor billboards to appeal to rural audiences. Using Nielsen's County Coverage Ranker, we were able to identify radio stations that had the most impact by county, allowing us to buy media with radio in rural counties across the state. We also adjusted our billboard creative to focus on messages that best serve rural audiences, showcasing region specific livestock and activities depending on the area.

Our Communications Team focused on striking the right balance in content across multiple platforms while taking advantage of current trends. We promoted user-generated content to improve brand credibility. To encourage early ticket sales last Spring, our team contacted Governor Polis to request a video. Governor Polis filmed his video in a user-generated style to announce a flash sale. For the 150th Anniversary of the Colorado State Fair, he announced that admission tickets would be \$1.50 each for a limited time.

### RESULTS

We monitored our digital strategy throughout the campaign, refining messaging and targeting to ensure maximum impressions and conversions while keeping the cost per acquisition low. We saw an increase in total attendance in 2022 compared to 2021, with an 21% rise during the opening weekend from our strategic efforts. The \$1.50 ticket promotion was wildly successful, with over \$90,000 in revenue generated in less than 24 hours.

**Paid Attendance Comparison vs. 2021**





## UCHEALTH NEXT CHAPTER DIGITAL CAMPAIGN

Next Chapter is funded through Colorado SB129. This act required the Colorado State Department of Human Services to establish a veteran suicide prevention pilot program to reduce the suicide rate and suicidal ideation among veterans by providing no-cost, stigma-free, confidential and effective behavioral health treatment for up to 700 veterans and their families in El Paso County. AdPro came alongside UCHealth and Mt. Carmel Veterans Service Center as a marketing partner to increase awareness to El Paso County community members of the needs and challenges veterans face.

Our goal was to draw attention to health and wellness services available to El Paso County veterans and their families and, ultimately, to reduce the incidence of suicide.

### AUDIENCE

- Veterans in El Paso County
- Veteran Family Members in El Paso County
- Community Members



### MARKETING APPROACH

With the Next Chapter campaign, we used veterans and authentic veteran-created images in our advertising to promote transparency and trust.

### RESULTS

Our work with the UCHealth Next Chapter campaign proved that it could scale a new campaign from 0 organic traffic to 65,000 site visits per month within a year. Understanding your target audience and sharing targeted content at the right time will add value. Next Chapter contributed to a 7% drop in Veteran suicide in 2022 (according to El Paso County Coroner's Office).

## U.S. OLYMPIC AND PARALYMPIC MUSEUM

AdPro was hired to bolster attendance at the museum before and during the Summer Olympics and Paralympics.

### AUDIENCE

Through Nielsen Scarborough research, AdPro identified audiences from the surrounding Colorado Springs area and other states that would be likely to visit museums while on vacation and were interested in sports. We included Colorado Springs, Pueblo, Monument, Castle Rock, and South Denver residents and tourists from Colorado, Wyoming, Utah, Arizona, New Mexico, and Texas in our targeting.

- Caucasian males & females ages 40-55
- Married and employed full-time
- Household income of \$100,000 to \$249,999

### MARKETING APPROACH

AdPro employed a mass media strategy incorporating social media and digital ads targeted at those actively researching vacation options to complement traditional media strategies. Social media channels included Facebook, Instagram, Twitter, and LinkedIn. Social media targeting promoted individual museum events, and digital paid ads targeted those actively researching vacation options. Digital paid ads were geofenced around airports and other tourist locations and focused on our target demographic.

**RESULTS**

AdPro achieved an overall conversion rate of over 30% with almost 3 million display ad impressions by monitoring key performance indicators, including paid social and digital display impressions, conversion rate, cost per acquisition, post engagements, profile visits and reach. AdPro also ensured cost per acquisition remained at or below the benchmark for the industry.

**MAY 2021 - LABOR DAY 2021 RESULTS**

- Broadcast Total Impressions – 5,136,000
- Cable Total Impressions – 882,000
- OTT/CTV Total Impressions – 472,052
- Streaming Audio Total Impressions – 300,000
- Digital Results
  - Paid Search Conversion Rate – 30.25%
  - Display Impressions – 2,997,719
  - Paid Social Impressions – 1,183,659



**TRINIDAD COMMUNITY FOUNDATION CASE STUDY**

In October 2022, the Trinidad Community Foundation asked AdPro to prepare tourism marketing materials to be shared in a Trinidad City Council meeting. The goal of the campaign was to educate the councilors about the foundation's efforts, highlighting the collaborative efforts of numerous community members and organizations that brought the projects to life.

The Trinidad Community Foundation had been active in economic and cultural development in the region since 2006 but had never presented a comprehensive report to the Trinidad City Council outlining all of the projects the foundation had been a part of. The campaign also painted a picture of the many new, exciting projects the foundation was delving into as well.





We prepared a timeline, poster, handout and video to demonstrate the wide scope of work the foundation was a part of. The timeline detailed each project the foundation had helped develop, and the video created excitement about the new Trinidad Hilton Garden Inn that was under construction, highlighting the incredible amenities and surrounding activities the new development would bring to Trinidad.



[VIDEO LINK](#)

## 5. Organizational Personnel



### CAMILLE BLAKELY, PRESIDENT

**Role:** Camille will be responsible for contractual negotiations and the subsequent overall administration of any contract resulting from this RFP. She will also provide strategic oversight on the account and be the senior team leader. Resume can be found on pages 17-18.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** City for Champions, Trails Open Space & Parks (TOPS), The U.S. Olympic & Paralympic Museum, Weidner Field (Switchback's Stadium), USAFA Gateway Visitor Center and The UCCS William J. Hybl Sports Medicine and Performance Center; City of Cripple Creek, CO, City of Cripple Creek Joint Marketing Campaign with the Cripple Creek Casino Association; City of Manitou Springs, CO; Downtown Colorado Springs Development Authority; Downtown Trinidad Development Group; City of Golden, CO; Town of Monument, CO; Tri-Lakes Chamber of Commerce and Economic Development Center; Colorado State Fair; U.S. Olympic & Paralympic Museum; Triple Crown Casinos, West Virginia Division of Tourism, West Virginia Ski Areas Association, Pocahontas Convention and Visitors Bureau; West Virginia State Parks, Mercer County Convention and Visitors Bureau; Molly Kathleen Gold Mine Tour; The Butte Theater; Old Homestead House Museum, Cripple Creek, North Pole Santa's Workshop, Cripple Creek and Victor Narrow Gauge Railroad.



### HILARY VASQUEZ, VICE PRESIDENT

**Role:** Hilary will provide additional leadership as Vice President overseeing the Account Services, digital, traditional, web, and PR teams, and strategy. Resume can be found on page 19.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** Sister Blandina Wellness Gardens in Trinidad, Salud Family Health Services, TOPS, Trinidad Development Group, UCHHealth, Mt. Carmel Veterans Service Center



### KIMBERLY WAY, MEDIA STRATEGIST

**Role:** Kimberly will work on the Huerfano account as a media strategist and planner, working primarily on traditional media. Resume can be found on page 20.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** Triple Crown Casinos, U.S. Olympic & Paralympic Museum, Colorado State Fair, Colorado Springs Airport, Colorado Springs Chamber & Economic Developments (Southwest Airlines project), Colorado Tourism, Premier Park/Six Flags amusement parks, UCHHealth, Mt. Carmel Veterans Service Center



## LINDSEY CAROON, COMMUNICATIONS DIRECTOR

**Role:** Lindsey will oversee the Communications team and all content creation and public relations services. Resume can be found on page 20.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** Triple Crown Casinos, U.S. Olympic & Paralympic Museum, Colorado State Fair, Picnic Basket Catering Collective, Monument Lake Resort, UCHealth, Mt. Carmel Veterans Service Center



## KAITLIN TICHENOR, ACCOUNT DIRECTOR

**Role:** Kaitlin will be a key communicator with all parties, and be responsible for budget and expense control. She will manage the workflow for the entire team and will provide you with timing flowcharts, detailed budgets, and ongoing analytics and reporting. Resume can be found on page 21.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** U.S. Olympic & Paralympic Museum, Colorado State Fair, Triple Crown Casinos, UCHealth



## ALEC KIRBY, DIGITAL MANAGER

**Role:** Alec will work on the Huerfano account as a digital media strategist and planner. Resume can be found on page 21.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** U.S. Olympic & Paralympic Museum, Colorado State Fair, Triple Crown Casinos, UCHealth, Mt. Carmel Veterans Service Center



## JEREMY GRAHAM, CREATIVE DIRECTOR

**Role:** Jeremy will serve as the creative lead on the development of all multidimensional creative to be communicated across all marketing and advertising channels. He will also oversee all creative execution and production. Resume can be found on page 22.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** Telluride, CO, U.S. Olympic & Paralympic Museum, Colorado State Fair, UCHealth, Mt. Carmel Veterans Service Center



## MEL STAHL, ART DIRECTOR

**Role:** Mel is responsible for conceiving and graphic design lead on all graphic design-related projects. She will oversee the production manager on all print production projects. Resume can be found on page 22.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** City of Golden, CO; Triple Crown Casinos, Telluride Ski & Golf Resort, U.S. Olympic & Paralympic Museum, Colorado State Fair, The Broadmoor, The Depot Restaurants, TOPS, Garden of the Gods Gourmet, Picnic Basket Catering Collective, UCHealth, Mt. Carmel Veterans Service Center



## ALEX JESSOP, SENIOR ACCOUNT EXECUTIVE

**Role:** Alex will oversee day-to-day communications with Kaitlin Tichenor, along with project management. Resume can be found on page 23.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** U.S. Olympic & Paralympic Museum, Colorado State Fair, Denver Auto Show



## KERRY CHEREP, SENIOR CONTENT SPECIALIST

**Role:** Kerry will work on the account as a content writer, blogger and SEO strategist. Resume can be found on page 23

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** Triple Crown Casinos, United States Olympic & Paralympic Museum, Colorado State Fair, UCHealth, Mt. Carmel Veterans Service Center



## CARLIE HUSS, SENIOR SOCIAL MEDIA DIGITAL SPECIALIST

**Role:** Carlie will provide management of organic social media strategy and social media posting, and will oversee reputation and reviews. Resume can be found on page 24.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** Triple Crown Casinos, U.S. Olympic & Paralympic Museum, Colorado State Fair, Picnic Basket Catering Collective, UCHealth, Mt. Carmel Veterans Service Center



## RYAN SMITH, WEB DEVELOPMENT MANAGER

**Role:** Ryan will oversee all web strategy, design and development. Resume can be found on page 24.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** Triple Crown Casinos, U.S. Olympic & Paralympic Museum, Colorado State Fair, Mt. Carmel Veterans Service Center, UCHealth



## CALEB PUGH, ACCOUNT COORDINATOR

**Role:** Caleb will assist the account service team with daily tasks and project management. Resume can be found on page 25.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** Triple Crown Casinos, U.S. Olympic & Paralympic Museum

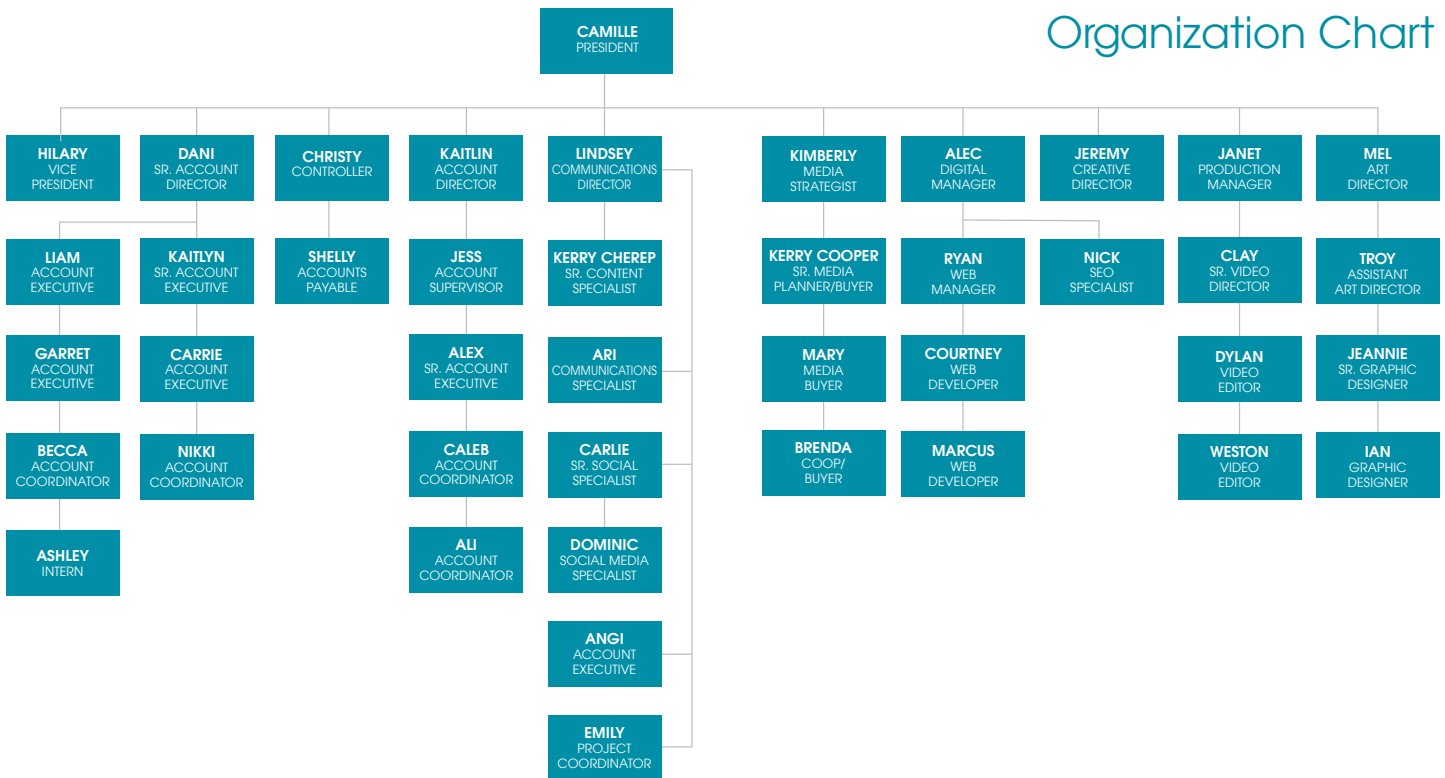


## CLAY DUMAW, SENIOR EDITOR

**Role:** Clay will take the lead on all video production-related projects; shooting, directing, animating and editing. Resume can be found on page 25.

**Marketing Experience in Tourism, Attractions and City and State Government Enterprises:** Triple Crown Casinos, U.S. Olympic & Paralympic Museum, Colorado State Fair, Salud Family Health Centers, UCHealth, Mt. Carmel Veterans Service Center, Sister Blandina Wellness Gardens

## Organization Chart



NAME	TITLE	ORGANIZATION	CONTACT
<b>Tommy Schield</b>	Senior Director of Marketing and communications	U.S. Olympic & Paralympic Museum	217-840-9607 tschield@usopm.org
<b>Scott Stoller</b>	General Manager	Colorado State Fair	719-404-2015 scott.stoller@state.co.us
<b>Jay Cimino</b>	CEO and President	Phil Long Enterprise	719-575-7191 jcimino@phillong.com
<b>Ken Curtner</b>	Lead Clinician, Southern Region Behavioral Health, Military Affairs, UCHealth	UCHealth Next Chapter	719-985-9101 Kenneth.Curtner@uchealth.org

## 6. Rates



### ACCOUNT SERVICES

- Monthly retainer ..... \$1,500  
(Account services, research and invoice reconciliation)

### CREATIVE SERVICES

- Concepting and Copywriting monthly retainer ..... \$300/mo
- Graphic Design ..... \$150/hr
- Website Design ..... \$150/hr
- Website Development and Build ..... Per project bid

### IN-HOUSE PRODUCTION SERVICES

- Radio commercial 60 second ..... \$995 per spot  
(includes voice talent)
- Radio commercial 30 second ..... \$795 per spot  
(includes voice talent)
- Television commercial 30 second ..... \$1995 per spot  
(includes voice talent)

- Television cutdowns :15, :06, and :05 seconds ..... \$100 per cutdown  
(horizontal or vertical format)
- Studio Shoots ..... Per project bid
- Location Shoots ..... Per project bid
- Drone Shoots ..... Per project bid

### MEDIA AND DIGITAL SERVICES

- All traditional and digital media purchased includes 15% standard commission
- Digital media is 15% commission + 10% management fee

### DATABASE MARKETING

- Email Marketing ..... \$150/hr
- Direct Mail Coordination ..... \$150/hr
- Campaign Testing ..... \$150/hr

## 7. Disclosure Statement



AdPro is not connected to any employee or official of Huerfano County who could be directly and personally benefited if the proposing firm is awarded a contract pursuant to this RFP.

## CAMILLE P. BLAKELY

2012 Silver Creek Dr., Colorado Springs, CO 80921, 719.331.4598, camillepblakely@gmail.com  
Senior marketing executive with more than 25 years of experience developing and leading teams, driving organizational strategy and building and activating brands.

### EXPERTISE

- Forecasting and budgeting
- Setting and tracking KPIs
- Strategic planning
- Project management
- Quantitative research
- Focus group facilitation
- Competitive analysis
- Creative conceiving
- Media relations
- Public relations writing
- Reputation management
- Speech writing
- Media coaching
- Crisis communications
- Social media strategy and posting
- CRM/Database management
- Email strategy and management
- Website planning and writing
- Search engine optimization (SEO) strategy and writing
- Digital media strategy and planning
- Traditional media planning and buying
- Broadcast production management
- ROI analysis and evaluation

### PROFESSIONAL EXPERIENCE

#### **AdPro, Colorado Springs, CO** President

July 2020 – present

President of Colorado Springs' largest full-service marketing firm, overseeing 40 employees, setting strategic vision, driving organization profitability and leading agency new business and employee recruitment and retention. Has grown company from being the in-house agency of Phil Long Enterprises to becoming a major player in the marketing and communications space, expanding services to include PR and communications and growing the agency to handle accounts locally, regionally and nationally.

#### **The Resource Exchange (TRE), Colorado Springs, CO** Director of Community Engagement

July 2018 – July 2020

Key player on senior leadership team that sets strategic direction for one of El Paso County's largest nonprofits. Develops budget, goals and strategies for all communications, marketing, fundraising and community relations activities. Manages team that focuses on raising awareness of TRE's mission, reaching new families who may benefit from TRE programs, and generating resources to support current programs and create new revenue streams, including new social enterprise ventures.

#### **iLendingDIRECT, Englewood, CO** Managing Director, Marketing

December 2017 – May 2018

Managed \$5MM marketing budget for national, online automotive financial services and marketing company. Wrote multi-year comprehensive strategic communication plan and managed internal marketing staff, ad agency and other partners to execute multi-channel internal and external marketing tactics built around KPIs and revenue goals. Launched new website that saw an immediate influx of leads based on new, optimized copy and expanded forms and landing pages.

#### **Blakely + Company, Colorado Springs, CO** Partner/President

April 2009 – December 2017

Set strategic direction, hired, managed and motivated staff, oversaw profitability, led new business development and managed key accounts for major Colorado advertising agency. Involved in developing communication plans, budget forecasts and creative strategies including web, broadcast, outdoor, print, digital and email campaigns. Led database management and website development efforts. Grew capitalized billings from \$3,171,025 to \$9,019,445, tripling agency billings during nine-year tenure.

**Graham Advertising/The Graham Group, Colorado Springs, CO** Vice President

January 1987 – January 1999/June 2005 – April 2009

Led strategic direction, new business development, personnel development and management of key accounts for growth-oriented national advertising agency. Recruited and built division team, developed comprehensive marketing plans, initiated budget forecasts and drove creative strategy. Travelled extensively all over North America, growing division from \$35 to \$75MM in traditional and digital media billing, doubling agency billings over a three-year period.

**Team Chevrolet/Team Honda/AI Serra Chevrolet-Hummer, Colorado Springs, CO** Director of Marketing

June 2001 – April 2003

Rebranded automotive dealer group, positioning them for growth and expansion and managed retail advertising for new and used automotive departments. Oversaw media negotiation and placement, creative execution, direct response marketing and digital communications. Participated in expansion planning and new franchise acquisition. Developed and executed monthly events, which included spearheading and managing the Colorado Springs Olympic Torch Race.

**Burt Automotive Network, Denver, CO** Director of Marketing

December 1999 – June 2001

Forged the strategic direction for the second largest Hispanic business in the country. Completely rebranded the organization, establishing brand guidelines for all internal and external communications. Built a seven-person in-house marketing department and broadcast production company and led media negotiation and placement, creative execution, database marketing, digital communications and event management. Launched first front-to-back online sales process through award-winning website.

**EDUCATION AND HONORS**

- Colorado College, Colorado Springs, CO, Bachelor of Arts Degree in English 1984
- Dean's List, Academic All-American, All-American in Volleyball 1983-1984
- Sportswoman of Colorado Award for Excellence in Volleyball 1979 and 1983
- Colorado College Laura Golden Outstanding Female Athlete Award 1984
- American Advertising Federation (AAF) Silver Medal Award 2017
- Colorado Springs Business Journal Woman of Influence Award 2014
- Southern Colorado Women's Chamber of Commerce Brava Donna Award 2014
- Graduated from Leadership Pikes Peak 2010
- Graduated from Center for Creative Leadership, Colorado Springs Leadership Institute 2015

**COMMUNITY LEADERSHIP ROLES**

- Colorado Springs Leadership Institute (CSLI) Board of Directors
- Better Business Bureau of Southern Colorado (BBBSC) Board of Directors
- AspenPointe (Diversus) Behavioral Health Board of Directors
- American Red Cross of Southern Colorado Board of Directors
- Rocky Mountain Women's Film Institute Board of Directors
- Pikes Peak Library District Foundation Board of Directors
- Women's Foundation of Colorado Regional Advisory Committee
- University of Colorado Colorado Springs (UCCS) Communications Department Advisory Board
- UCCS Karen Possehl Women's Endowment Mentor
- Colorado Springs Chamber of Commerce Mentor
- Colorado Springs Rising Professionals Mentor

# HILARY A. VASQUEZ

Marketing & Advertising director with 29+ years' experience in advertising and media, leading full-service marketing strategies and driving sales for clients.

## EXPERTISE

### **AdPro, Colorado Springs, CO** Vice President

December 2010 – Present

Managed retail & brand advertising & marketing for largest privately owned auto dealership in Colorado. Lead creative strategies and full marketing proposals for individual stores, storewide events, service, new product launches, and brand. Worked closely with all departments and clients to insure proper execution. Managed websites and budgets. Presented ROI and attribution analytics for campaigns.

### **Graham Advertising, Colorado Springs, CO** Senior Account Manager

March 1991 – July 2000

Lead full-service strategic advertising planning for Tier 3 automotive clients to include all aspects of traditional and digital marketing, budget forecasting and creative.

### **KOAA-TV NBC, Colorado Springs, CO** Senior Sales Executive

October 2000 – November 2010

Managed and retained large advertiser list, including local and agency accounts. Pitched new business with a deep understanding of full-service agency & creative recommendations. Consistently billed in the top 4 for monthly billing. Low churn rate with clients. Trained new sales executives.

## SKILLS

- Strategic Planning
- Project Management
- Media & Digital Knowledge
- Copy Writing/Proofing
- Creative Concepting
- Team Leader & Player
- Strong Communication & Presentation Skills
- Sales
- Account Management
- Branding
- Passion

## EDUCATION

- Colorado State University 1988-1990



## KIMBERLY WAY

Skilled marketing professional with a strong background in media, integrated marketing, data analysis, and advertising. Fields of experience include: education, healthcare, automotive, finance/banking, tourism and attractions, restaurants and hospitality and retail.

### PROFESSIONAL EXPERIENCE

**Queen Llama, LLC** Owner/Media Queen  
(Current)

- Owner and operator of media buying, planning and research company
- Clients include: Pikes Peak Community College, SunWest Credit Union, Colorado Springs Airport, Colorado Springs Chamber & Economic Developments (Southwest Airlines project), Cordera, Saddletree Homes, LearningRx

**Blakely & Co** Media Director  
Feb. 2016 – July 2019

- Responsible for management of the media department supervising buyers & planners for multiple accounts
- Developed marketing and media strategies in partnership with agency teams
- Increased media billings among current and new clientele through execution of successful advertising campaigns

**Chefs Catalog** Senior Marketing Analyst  
(a Target subsidiary)

Aug. 2012 – Jan. 2016

- Developed successful direct-to-consumer catalog campaigns focused on increasing customer base, preventing house list attrition and maximized retail sales across three catalogs (main, tool and spice)
- Measured, and analyzed campaign, testing and sales results for senior management
- Responsible for assuring all program deadlines are met (project management)

### EDUCATION

**University of Texas at Austin**

- Bachelor of Science in Advertising, Communications College
- Courses in Business, Marketing and Communications

**Cornell University**

- Leadership series
- Online course in executive decision making
- Quick learner for new systems and software

### AWARDS & ASSOCIATIONS

- AAF Board of Directors 2019 – current
- AAF Media Strategist of the Year 2017 – Colorado Springs
- Colorado Springs Business Journal's "40 under 40 Rising Stars" 2003

## LINDSEY CAROON

Results-focused, strategic-minded communications professional with exceptional leadership skills and a proven history of innovation and motivation, offering multiple years of professional marketing, branding, crisis communication, and public relations experience. Adept at multitasking, working in fast-paced environments that demand powerful organization and interpersonal skills. Passionate leader with broad success in strategic communication program definition, idea generation, and insight development. Strong understanding of brand strategy, advertisement campaign development, audience perception data analysis, and content production to promote positive and engaging storytelling.

### PROFESSIONAL EXPERIENCE

**AdPro** Director of Communications  
June 2021 – Present

- Senior executive responsible for marketing and communications efforts at one of the largest advertising agencies in the State of Colorado. Oversees multiple nonprofit marketing clients, with responsibility for strategic direction, vision, growth, and performance. Creates and executes strategies across all major marketing channels including broadcast, social media, digital, and public relations
- Negotiate and secure \$1.6M advertising budget for multi-year national nonprofit account encompassing broadcast, radio, web and digital, print, and public relations components
- Lead public relations efforts for the Colorado Department of Agriculture 2022 State Fair resulting in 21% increase in attendance and 1080 broadcast mentions including the New York Times, Smithsonian Magazine, Reddit, and Washington Post

**Excellence In Giving** Strategic Communications Consultant/Communications Manager  
November 2019 – June 2021

- Operate as Marketing and Communications Director with responsibility for all website content, social media, email, direct mail, newsletters, public education materials, and factsheets. Compose all communication materials and assist in the development of digital, video, audio, and print content.
- Spearhead development and launch of a corporate website redesign
- Align and guide daily functions of a team of communication, marketing, design professionals, and contract employees

### EDUCATION

**Minot State University**

- Master of Science in Management

**UNC at Chapel Hill**

- Master's Certificate in Core Public Health Conceptssystems and Software

**East Carolina University**

- Bachelor of Science in Multidisciplinary Studies



## KAITLIN TICHENOR

Oversee AdPro account services team, using my experience, organizational and leadership abilities, interpersonal skills, and passion for advertising to inspire productive employee performance, provide excellent customer service, drive client sales and traffic, and grow agency business.

### PROFESSIONAL EXPERIENCE

#### AdPro Account Director

August 2014 – Present

- Serve as the primary contact and ultimate point of accountability with agency clients owning client relationships, responsibility for the brand strategy and market landscape
- Grow accounts through cross-selling and up-sell methods and by identifying new opportunities
- Manage Account Services team and all internal and external communications
- Implemented Account Executive and Account Coordinator roles, responsibilities and processes
- Help nurture, mentor, and lead all teammates to the next level
- Help develop advertising campaigns for clients and strengthen brand messaging and key differentiators
- Help Account Executives prepare for Ad Planning meetings by leading pre-creative meetings, communicating media plans, and reviewing recommendations
- Help Account Executives and Media team prepare budgets, annual flowcharts, and media plans
- Oversee agency operations and improve processes
- Initiated quarterly budgets and campaigns with the media, graphics, and production departments
- Created annual planning presentations and flowchart templates
- Restructured the budget process to ensure accurate and precise management
- Assisted in creating Strategic Marketing plans to include situational analysis, objectives, audiences, strategies, tactics, measurement, timeline, and budget
- Executed RFP presentations to grow agency business
- Developed creative briefs
- Wrote and helped produce over 200 media spots

### EDUCATION

#### University of Oregon

- Bachelor of Science in Business Administration  
Concentration in Marketing  
Minor in Economics

### AWARDS & ASSOCIATIONS

- Silver Addy: Medikey Logo
- Nominated for Next Generation Award by AAF
- Nominated for Top Account Planner by AAF
- Google Certified

## ALEC KIRBY

I am a digital marketing & communications professional with over eight years of experience in digital advertising, search engine marketing (SEM), social media marketing (SMM), web design & development (UX/UI), data analysis & reporting, training, account management, online reputation management, corporate communications, and small business digital marketing consulting.

### SKILLS

- Digital advertising
  - Pay-per-click
  - Programmatic
  - Display
  - Video
  - Social media
- Search engine optimization
- Content marketing
- Communications
- Data analysis & reporting
- Web design & development
- Account management
- Communications

### PROFESSIONAL EXPERIENCE

#### AdPro Digital Manger

2022 – Present

- Oversee all accounts digital strategy & execution of digital advertising tactics, both organic and paid
- PPC, SEO, SMM, analytics & reporting
- Client communications

#### The BARK Firm Senior Digital Strategist

2019 – 2022

- Oversee all accounts digital strategy & execution of digital advertising tactics, both organic and paid
- PPC, SEO, SMM, analytics & reporting
- Client communications

#### Freelance Marketing

2018 – 2022

- Digital advertising, data analysis & reporting, web design, email marketing, search engine optimization, content marketing, communications, and consulting for small to medium sized businesses as well as regional and national advertising agencies

#### Chick-fil-A, Buena Park Marketing Manager

2014 - 2017

- Managed all POS marketing materials
- Content management & creation
- Social media marketing / public relations / event management

### EDUCATION

#### Grand Canyon University

- MBA, Business Management

#### Cal State University, Fullerton

- BA, Business Marketing

## JEREMY GRAHAM

Creative director by day, troubadour by night, sleeper on weekends, family man 24/7

### SKILLS

- Brand building
- Strategic approach to creative executions
- Broadcast, OTT, social media, out of home, digital, and print
- Multi-instrumentalist/Jingle writer
- Commercial director

### PROFESSIONAL EXPERIENCE

#### **AdPro** Creative Director

August 2021 – Present

- Clients: UCHealth, U.S. Olympic and Paralympic Museum, Triple Crown Casinos, Phil Long Denver, Colorado State Fair

#### **Graham Oleson Associate** Creative Director

August 2017 – August 2022

- Clients: Honda, Goodwill

#### **TDA Boulder** Copywriter

July 2016 – August 2017

- Clients: Patagonia, Telluride, FirstBank, Merrick Pet Care

#### **Secret Weapon Marketing, Santa Monica, CA**

Copywriter

June 2014 – June 2016

- Clients: Southern California Honda, Jack in the Box

#### **FCB, Chicago, IL** Associate Copywriter

June 2012 – May 2014

- Clients: KFC, Cox Communications, Discover Card, Tombstone Pizza, Ace Hardware

### STRENGTHS

- Creative Strategy
- Concepts
- Leadership
- Copy
- Client Relationships
- Communication
- Problem Solving
- Art
- Mentoring

### EDUCATION

#### **Chapman University**

- Advertising

## MEL STAHL

Mel's expertise is art-directing successful and integrated advertising campaigns through high-level print, digital and social, as well as leading rebranding and design efforts for small- and large-scale corporate firms in the areas of tourism, education, hospitality, and automotive. As the Art Director of AdPro, her focus is on relationships, leading a strong team of designers, and delivering emotionally-driven creative that knocks strategic brand goals out of the park.

### SKILLS

- Graphic Design
- Art Direction
- Supporting Concept / Strategy
- Print Production and Management
- Project Management
- Leading Creative Department

### PROFESSIONAL EXPERIENCE

#### **AdPro** Art Director

December 2020 – Present

- Lead graphic designer for clients such as Colorado State Fair, UCHealth Next Chapter, Mentally STRONG, City Auditorium, Picnic Basket Catering Collective, Simple Gift Series, Lyda Hill, Visit Golden and all new branding efforts
- Art Directing a team of designers for clients such as Pikes Peak United Way, Mt. Carmel Veterans Service Center, Phil Long Enterprises and Trailhead Hotel

#### **Applecore Design, Inc** Owner / Creative Director

2002 – 2020

- Lead graphic designer for clients such as Celestial Seasonings, Telluride Ski & Golf Resort, Coors Brewing Company, HH Brown Shoe Company, Albert Vein Institute, Penrose/Centura Hospital, Orange Glo International, Memorial Hospital, Colorado Springs Neurological Associates and Colorado Springs Orthopaedic Group

#### **Extra Strength Marketing Communications**

Graphic Designer / Production Artist

2001 – 2002

- Graphic designer and production artist for clients such as Peaberry Coffee and Denver Museum of Nature & Science

#### **US West (Now Century Link)** Graphic Designer

2000 – 2001

- In-house graphic designer for US West as they became Qwest Communications

### EDUCATION

#### **AI Collins Graphic Design School**

Tempe, AZ

- BA in Graphics and Advertising Design

## ALEXANDRA JESSOP

Highly organized and creative professional, with experience in a variety of sectors including mental healthcare, education, recruitment, automotive, and tourism.

### PROFESSIONAL EXPERIENCE

#### **AdPro** Senior Account Executive

March 2021 – Present

- Responsible for all marketing projects relating to our clients including web design, SEM/SEO,
- Paid/Organic Social, Audio/Video Production, Graphic Design, Public Relations, and more.
- Manages a small team to ensure workload is sufficiently balanced.
- Uses an in-house project management software to assign, and keep track of all projects from conception, through implementation and reporting.
- Leads regular client meetings reviewing campaign results and upcoming creative direction.
- Manages marketing for small local businesses in a growing agency environment.

#### **Graham Oleson** Project Facilitator

November 2018 – March 2021

- Responsible for all digital traffic of over 200 campaigns, spanning 11 markets.
- Proofed an average of 800 digital creatives per month, making sure they were photo-ready and compliant before trafficking out.
- Worked with numerous outside vendors every day to guarantee that all creative ran per traffic instructions and that all proof of performance met our standards for Co-Op.
- Worked with every department to make sure the process ran seamlessly, from the moment the buy was finalized to invoicing.
- Completely overhauled the previous traffic process, increasing efficiency and in turn allowing the company to add 100 more digital campaigns over the course of two years without increasing team size.

#### **Graham Oleson** Junior Account Executive

January 2017 – November 2018

- Worked alongside the Senior Account Executive for a variety of manufacturers; eventually, leading a few clients.
- Responsible for having an in-depth knowledge of all state, manufacturer, and federal guidelines.
- Maintained and planned monthly budgets for clients.
- Created effective assets—digital, point of sale, and traditional—to ensure the success of our clients.

### EDUCATION

#### **University of Colorado, Colorado Springs**

- BA in English, Graduated Cum Laude with Department Honors

## KERRY CHEREP

Analyst who enjoys the hunt for details in the data to make sound decisions. Marketer who looks to empower people to make the best choice. Manager who thrives on not just meeting but exceeding organizational goals and expectations. Leader who defines success as inspiring others to do their best and achieve their goals.

### SKILLS

- Excellent analytical skills that enable data driven decision making
- Creating engaging, empowering ad campaigns through first identifying target demographics through data analysis
- Exemplary communication skills, able to communicate effectively with all organizational levels and relay insights and recommendations that support organizational objective

### PROFESSIONAL EXPERIENCE

#### **AdPro** Senior Content Specialist/SEO/SEM

January 2022– Present

- Using key SEO strategies and concepts, create digital copy for websites, digital ads, blogs, and associated collateral. Using SEMrush and Google Ads, Analytics, and Looker, analyze account performance and look for opportunities to optimize online account performance for both organic and paid traffic. Report monthly to clients on account performance and explain key KPIs and performance metrics.

#### **Blush & Grey Med Spa**

Marketing Director & Office Manager

December 2020 – June 2021

- Managed new practice including software systems, finance and tax liabilities, payroll administration, website design, SEO, and administration, social media management, print and PPC advertising, and day-to-day operations. CRM software selection, implementation, customization, and administration including creating and customizing HTML documents for a paperless and efficient office.

#### **Independent Contractor**

Business and Marketing Consultant

October 2020 – December 2021

- Created marketing plans and collateral, developed websites, various documentation, email campaigns, social marketing, and software setup for small business owners.

### EDUCATION

#### **Keller Graduate School of Management**

- MBA, Marketing
- Graduate Certificate, Big Data & Analytics
- Graduate Certificate, Human Resources

*Magna cum laude*

#### **University of Phoenix**

- MS, Psychology, Organizational Psychology
- Summa cum laude*

#### **Trinity Christian College**

- BA, Business Management

## CARLIE HUSS

Highly-organized and detail-oriented individual with experiences in creative design, business, and helping people. Offering a strong strategic mindset, high adaptability in changing environments, and commitment to being a life-long learner.

### SKILLS

- Facebook Ads Manager & Meta Business
- Reputation.com & Podium
- Adobe Photoshop, Illustrator, Premiere Pro
- WordPress
- Microsoft Suite

### PROFESSIONAL EXPERIENCE

**AdPro** Sr. Social Media Specialist  
January 2022 – Present

- Manage 30 clients' social media pages in varying industries
- Create content calendars and monthly social plans to schedule on Sendible.
- Run Facebook Ads, boosted posts, and giveaways
- Maintain the reputation of dealerships utilizing Reputation.com and Podium to respond to review

### A-mazing Events

Graphic Design & Event Coordinator Intern  
August 2021– Present

- Designed and facilitated printing for signage, monthly newsletters, invitations, websites, badges, place cards, and décor for events using Adobe, Canva, and Constant Contact
- Created event day documents utilizing several sources of information and contacts
- Attended events to set up, register attendees, perform customer service, and ensure a positive experience
- Performed administrative tasks for managers to ensure projects move forward efficiently

### ThinkLocal

Social Media Manager & Thinklocal Ambassador  
August 2020 – March 2021

- Managed Facebook Business, Instagram, and Twitter accounts for a client to create brand awareness, promote new items, and increase engagement
- Created social media graphics for daily postings using Canva
- Wrote blog posts about social media, targeting audiences, and local business interviews

### EDUCATION

#### University of Wisconsin - La Crosse

- Bachelor of Science in Marketing, Digital Media Design Studies Minor, Art Minor
- Dean's List all semesters | 3.87 GPA
- Joe Laux Marketing Scholarship Recipient 2020
- Relevant Coursework: Digital Marketing, Digital Content Writing, Graphic Design I, II, and III, and Photography

## RYAN SMITH

Strategic Marketing/Communications Director responsible for developing and leading high-performing teams of digital content developers through the ideation, creation, and execution of all in-house and outward-facing agency communications. Passionate about advancing brand positioning and cultivating consumer relationships.

### PROFESSIONAL EXPERIENCE

**AdPro** Web Manager  
March 2022 – April 2022

**Griffith Centers for Children, Chins Up**  
Marketing / Development Manager  
December 2020 – June 2021

**University of Miami** Marketing Manager  
August 2019 – March 2020

- Developed and executed marketing strategy and creative direction
- Collaborated with other departments to develop a marketing strategy
- Establish and manage marketing and development budget.
- Provide updates and strategic approach to the Board of Directors
- Oversee all online content and web experience.
- Analyse and report performance metrics
- Manage CRM applications
- Increased website traffic by 40% from 2020 to 2021
- Develop and coordinate fundraising events
- Develop and oversee Capital campaigns.
- Lead and implemented career development plan for direct reports.
- Search Engine Optimization (SEO) strategies.
- Search Engine Marketing (SEM).
- Produce all video production spots as well as radio ads
- Manage public relations
- Manage donor relations and cultivation
- Design and develop social media campaigns for admissions and events
- Increased social media engagement by 25%
- Develop and execute digital marketing campaigns for conferences for undergraduate studies and graduate programs
- Design print layouts for publications
- Design and develop marketing campaigns.
- Oversaw and managed the marketing budget.
- Reviewed all creative assets before release.

### EDUCATION

#### Full Sail University

- MS Entertainment Business
- BS Computer Animation

#### Stevens-Henager College

- AA Graphic Arts

## CALEB PUGH

“Caleb Pugh is an intelligent and motivated individual. He possesses good communication skills and is a good team player who works well with others. He is also very willing to learn and grow to achieve goals. I also believe he is already more than capable of managing small to medium groups of people. As our ‘Go To’ person for the Project Based Business project here in Colorado, he produced a high-quality of customer satisfaction and never missed a deadline.”

— George Keith, Allegion PLC, Frontline Leader 5

### PROFESSIONAL EXPERIENCE

#### **AdPro** Account Coordinator

March 2022 – Present

- Work with AE's to help facilitate advertising strategies and communication with clients. Provide traffic and data analysis for AE's on current accounts. Verify media and digital buys have been placed and are running correctly. Submit scripts, print pieces, digital assets for co-op preapproval. Maintain high level of awareness with client activities and campaigns. Research client competitive landscape and report activity weekly. Provide traffic and data analysis for AE's on current accounts.

#### **TopDog Auto Accessories** Founder

May 2021– Present

- Founded and facilitated an online e-commerce retail company. Worked with Google to optimize product listings and approval to various online feeds. Created, implemented, and maintained successful marketing campaigns. Communicated with customers to answer questions in a timely manner. Organized customer orders for accurate shipments

#### **Allegion PLC** Materials Specialist IV

January 2020 – October 2021

- Responsible for the administration, documentation & material-handling of parts being used for sub-assembly or finished products for all Allegion clientele; completed Project Based Business (P.B.B.) orders totaling over \$3 million & leveraged Oracle & UPS WorldShip to ensure timely shipping; communicated daily through both vocal & written channels to ensure internal orders were completed correctly.

### EDUCATION

#### **Concordia University, Irvine**

- BA in Business Administration  
Double Emphasis in Marketing & Management;  
GPA 3.53/4.0
- Related Coursework: Marketing Research;  
The Advertising Agency
- Selling, International Marketing; Global Enterprise,  
& Real Estate Finance
- International Business Club; Concordia University  
Mar 2017 - May 2019
- Sigma Beta Delta, Concordia University  
May 2018 - May 2019

## CLAY DUMAW

Clay Dumaw was born in northern New York, where he studied Visual Communications at the Charles H. Bohlen Technical Center. Early in his career, Clay freelanced as a designer and visual effects artist, animating title sequences for independent productions. Clay wrote and directed two feature films, *Get Out Alive* and *Hold'em*, which earned official selections at several festivals, including the Buffalo International Film Festival. He achieved success working on national television ads for clients like Honda, Toyota, and Ford. Apart from directing *Gun from Hell*, Clay also edited, created visual effects, and did the sound design.

### PROFESSIONAL EXPERIENCE

#### **AdPro** Sr. Production Editor

2019 – Present

- Supervise editors and guide production of video advertisements
- Oversee studio and location based productions
- Production of advanced visual effects, chroma key, compositing and motion graphics
- Collaborate with clients and producers on campaigns
- Train entry level editors on production process and client expectations

#### **Windstar Studios** Video Editor

2015 – 2019

- Editing national advertisements, documentaries and television programs
- Manage camera operations
- Educate on video production advancements

#### **Clay Pigeon Studios LLC** Feature Film Director/Producer

- Jack Wyatt and the Gun from Hell – 2022
- Hold'em – 2014
- Get Out Alive – 2012

#### **Signs & Designs, Carthage, NY** Graphic Designer

- Conceived visuals for a variety of signage
- Printed and cut vinyl decals
- Created layouts for billboards
- Hand-painted specialty signs

### SOFTWARE

- Adobe Premiere CC
- Adobe After Effects CC
- Adobe Illustrator CC
- Adobe Photoshop CC
- Element 3D
- Zbrush
- Blender
- Cinema 4D
- Red Giant Plugins
- Mac OS and Windows

### EDUCATION

#### **Charles H. Bohlen Technical Center Watertown, NY**

- Visual Communications



**Order Form Number:** Q2043350  
**Valid Until:** 04/22/2023

**Zoom Video Communications Inc. ('Zoom')**  
 55 Almaden Blvd, 6th Floor  
 San Jose, CA

<p><b>Billed To</b></p> <p><b>Customer:</b> Huerfano County Government  <b>Account Legal Name:</b> HUERFANO COUNTY GOVERNMENT  <b>Contact Name:</b> Carl Young                  401 MAIN ST Suite 201                  WALSENBURG, Colorado                  81089, United States  <b>Email Address:</b> cyoung@huerfano.us  <b>Phone:</b> (719) 738-3000</p>	<p><b>Sold To</b></p> <p><b>Customer:</b> Huerfano County Government  <b>Account Legal Name:</b> HUERFANO COUNTY GOVERNMENT  <b>Contact Name:</b> Carl Young                  401 MAIN ST Suite 201                  WALSENBURG, Colorado                  81089, United States  <b>Email Address:</b> cyoung@huerfano.us  <b>Phone:</b> (719) 738-3000</p>
<p><b>Auto Renew:</b> No  <b>Initial Paid Subscription Term:</b> 12 Month  <b>Paid Period Start Date:</b> 04/10/2023</p>	<p><b>Billing Method:</b> Email  <b>Currency:</b> USD  <b>Payment Term:</b> Due Upon Receipt</p>

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by the Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern). To update any electronic Payment information, go to <https://zoom.us/billing/payment>.

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Zoom One Pro Annual	Annual	5	USD 149.90	USD 749.50
Webinar 500 Annual	Annual	1	USD 690.00	USD 690.00

<b>(Before Taxes)</b>	
<b>Annual Payment:</b>	<b>USD 1,439.50</b>

Payment Schedule Summary (Before Taxes)
First Payment: USD 1,439.50

Other Terms & Notes
<p><b>Standard Pro and Standard Biz are now called Zoom One Pro and Zoom One Business. Please note that your Services will remain the same and that this name change does not change the price of your current subscription.</b></p> <p><b>Named Host</b> - means any subscribed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a subscription) will not exceed 100 per meeting. Named Host subscription may not be shared or used by anyone other than the individual to whom the Named Host subscription is assigned.</p>

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of taxes. The term 'taxes' referred herein should encompass: US state and local taxes, VAT, GST, HST (or any other consumption taxes), Digital Service Taxes and Withholding Taxes that may apply upon making payments to Zoom.

*Professional Services, if purchased, will be presented in a separate Order Form.*

Accepted and agreed as of the date specified below by the authorized representative of Customer

<b>Signature:</b>
<b>Print Name:</b>
<b>Date:</b>
<b>Zoom Service Effective Date: 04/10/2023</b>
<b>PO # (If Applicable):</b>
<b>VAT # (If Applicable):</b>
<b>TAN # (If Applicable):</b>

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

*If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to [purchase-orders@zoomus.zendesk.com](mailto:purchase-orders@zoomus.zendesk.com). Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.*

**Order Form Number:** Q2043350  
**Valid Until:** 04/22/2023

**Zoom Video Communications Inc. ('Zoom')**  
 55 Almaden Blvd, 6th Floor  
 San Jose, CA

<p><b>Billed To</b></p> <p><b>Customer:</b> Huerfano County Government  <b>Account Legal Name:</b> HUERFANO COUNTY GOVERNMENT  <b>Contact Name:</b> Carl Young                  401 MAIN ST Suite 201                  WALSENBURG, Colorado                  81089, United States  <b>Email Address:</b> cyoung@huerfano.us  <b>Phone:</b> (719) 738-3000</p>	<p><b>Sold To</b></p> <p><b>Customer:</b> Huerfano County Government  <b>Account Legal Name:</b> HUERFANO COUNTY GOVERNMENT  <b>Contact Name:</b> Carl Young                  401 MAIN ST Suite 201                  WALSENBURG, Colorado                  81089, United States  <b>Email Address:</b> cyoung@huerfano.us  <b>Phone:</b> (719) 738-3000</p>
<p><b>Auto Renew:</b> No  <b>Initial Paid Subscription Term:</b> 12 Month  <b>Paid Period Start Date:</b> 04/10/2023</p>	<p><b>Billing Method:</b> Email  <b>Currency:</b> USD  <b>Payment Term:</b> Due Upon Receipt</p>

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SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Zoom One Pro Annual	Annual	3	USD 149.90	USD 449.70

(Before Taxes)	
<b>Annual Payment:</b>	<b>USD 449.70</b>

Payment Schedule Summary (Before Taxes)
First Payment: USD 449.70

**Other Terms & Notes**

**Standard Pro and Standard Biz are now called Zoom One Pro and Zoom One Business. Please note that your Services will remain the same and that this name change does not change the price of your current subscription.**

**Named Host** - means any subscribed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a subscription) will not exceed 100 per meeting. Named Host subscription may not be shared or used by anyone other than the individual to whom the Named Host subscription is assigned.



Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

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The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

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## Law Enforcement Integrity and Liability

SB20-217 concerns law enforcement accountability and includes several provisions that have implications for pool insurance coverage. For an overview of the Enhance Law Enforcement Integrity Act [click here](#).

### SB20-217 & CAPP

Based on the manuscript form of the CAPP policy, which is designed to meet the current and expanding needs of counties, claims that arise under the provisions contained in SB20-217 will be handled in the ordinary course of business, like all other claims against a member county.

Every claim has its own facts and circumstances that affect how the claim is treated. Particularly when the law is changed in a way that is intended to expand liability, there are some unknowns about how it will be interpreted. However, CAPP property coverage continues to apply to county-owned property, including body-worn cameras and dashboard cameras. CAPP's liability policy still covers a deputy's conduct, like any other county employee, unless the deputy's employer determines that they did not act in good faith or a reasonable belief in the lawfulness of their actions.

### CAPP & RISK MANAGEMENT

Some CAPP member counties have asked about providing guidance and support to their law enforcement officials and have proactively indicated that they "intend to indemnify" their deputies, including the costs of legal defense, unless the deputy is convicted of a criminal violation. While it is difficult to assess a deputy's good faith or reasonable belief before their conduct has occurred, under the law, it is within the employer's discretion to make that determination.

Good risk management practice suggests that members should have conduct policies in place, train on adherence to the policies, and hold violators accountable.

### BODY CAMERAS

As of July 1, 2023, the act requires all local law and county enforcement agencies and the Colorado state patrol to issue body-worn cameras to their officers with some exceptions. It states, "A peace officer shall wear and activate a body-worn camera when responding to a call for service or during any interaction with the public initiated by the peace officer when enforcing the law or investigating possible violations of the law."

### WHAT THIS MEANS FOR COUNTIES

The liability of the Enhance Law Enforcement Integrity Act means it is more important than ever for county officials and employees to be aware of the laws and policies that guide their conduct and to abide by them. If you have questions about the law or the numerous training opportunities that are available to CTSI members, contact us at (303) 861-0507 or visit <https://www.ctsi.org>.

## Service Animals in the Workplace

A service animal is considered an extension of a person with a disability and is allowed in any place that is open to the public, even if a person's disability may not be outwardly visible. Accordingly, service animals, as defined by the Americans with Disabilities Act (ADA), are either trained canines or miniature horses only.

### ABOUT SERVICE ANIMALS

Service animals are individually trained to perform a task for the benefit of an individual with a disability. Professional training is common, but it's not required.

There is no required state or federal certification process for hearing dogs, guide dogs, companion animals, or any other type of service animal. The only requirement to be classified as a service animal is that the animal be individually trained to work or carry out tasks for the benefit of a disabled individual.

Service animals must always be under the handler's control. This includes a harness, leash, or other tether unless the handler's disability prohibits otherwise. A business may ask a handler to remove their service animal if the animal is disruptive, aggressive, or not housebroken.

### IN THE WORKPLACE

Colorado law Section § 24-34-803, C.R.S., clearly states that a qualified individual with a disability has the right to always be accompanied by a service animal in the individual's place of employment.

Specifically, "An employer shall allow an employee with a disability who is accompanied by a service animal to keep the employee's service animal with the employee at all times in the place of employment."

The specific statute makes clear that an employer must make reasonable accommodations to allow the presence of the service animal unless to do so would cause an undue hardship. As a result, in Colorado at least, there is no question that service dogs are required to be allowed in the workplace according to the law firm of Frascona, Joiner, Goodman and Greenstein, P.C.

### WHAT THIS MEANS FOR COUNTIES

Colorado law states that it is discriminatory employment practice for employers, such as counties, to refuse to hire, to discharge, to promote or demote, to harass during employment, or to discriminate against any person otherwise qualified because of disability.

Since a service animal is considered an extension of a person with a disability, employers shall allow an employee with a disability who is accompanied by a service animal to always keep the employee's service animal with the employee in the place of employment. Please reach out to county legal resources for more assistance, or call CTSI at (303) 861-0507.



Nonprofit Charitable Organization 501(c)(3)  
Founded August 24, 2010

## Overview

Hollywood is down 30%; the Fox is down. The cinema is no longer the *only* place you can watch a movie. However, based on the movie release calendar, we're betting 2023 will be a good year. We've already experienced a couple of bad weekends, but we've had a couple of really good ones.

Movie entertainment needs a new draw. A new reason to leave home. We think it's community. People come together in face-to-face interactions. It's good food and drink. It's dynamic seating.

The Fox's vision is a second screening area in the back of 711 and the alley. Backyard style with professional audio and video (which we already own). Food and drink provided by local/regional vendors. Mom and dad are hanging with their peers in the back. Kids 3d printing and sculpting in VR in the front. Oh, and gaming. The kids love gaming. We're thinking of a "movie club" with a monthly or yearly fee.

What about "the big room (715 Main)?" We need help. It's cold in the winter and hot in the summer. Utility bills go up every year. It's dark on purpose, so hosting events is challenging. Fix HVAC, upgrade a few rows of seats, and we're doing good. Seek and out book traveling entertainment to pack the theatre with unique entertainment. Maybe change how we show movies; only book "the blockbusters." Upgrade stage lighting. Psssh ... now we're mainstream. Now we can compete. Now the building is a draw for artists seeking out unique venues.

How do we make money? The same way we always have. Here and there. Little by little. Managing our pennies. Event tickets. Movie tickets. Memberships. Donations. Consistent hard work by dedicated volunteers.



**Theatre Walsenburg**

## Spanish Peaks Community Foundation Inc.

*Nonprofit Charitable Organization 501(c)(3)*

*Founded August 24, 2010*

Item 12a.

### Quick Facts

- Board of Directors
  - Sarah Jardis, Margo Boodakian, Susan Shoop, George Ksander
- the relationship between Fox and HC began in March of 2013
  - HC and Fox signed a 40-year operating agreement in 2017
- HC owns the buildings, Fox does not pay \$\$\$ rent
  - Rent is paid by hosting 200+ events a year
- HC and Fox split monthly utilities (water/electricity)
  - \$1000/mo on average
- HC and Fox maintain the building jointly
- Fox utilizes contractors (1099) to operate
  - \$150/week to clean
  - \$150/week to run the box office
  - \$150/week to program the movie/ads
  - Mike Peters (Exec. Director) is unpaid volunteer
- Fox owes (SBA Loan) roughly \$10,000 for outdoor movie setup (\$214/mo)
- Sustained by ticket sales

### More than Movies

- Birthday Parties
- VR/Gaming Parties
- Event Space Rental
- Sound/Video Equipment Rental
- Marquee Rental



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### 2022 Concert Series

- Artist Fees
  - \$13,000 for nine bands
  - \$1000 for hotels
- Equipment Purchase
  - \$6,500 for speakers, \$3000 for lighting
- Contractor Fees
  - Sound & Production - \$450/event
  - Series Mgr, Booking, Craftivities - \$600/event

### 2023 Goals

- 711 Main Street
  - New electric HVAC - \$10,000
  - Spray Foam Insulation - \$8,000
  - Security Cameras - \$5,000
- 715 Main Street
  - Seat Upgrades
    - \$17,000 in personal donations
  - HVAC Upgrade
    - Unit on roof needs work, continually breaks down
  - New Roof w/ Insulation



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- Events
  - Outdoor Movies - Free
    - Once a month (4)
      - \$2500 for licensing and contractors
        - \$25/hr, 12 hours, per person
  - Comedy Series - Paid Tickets
    - Once a month (4)
      - \$500 for artists
      - \$100 for advertising
  - Big Band Concert - Paid Tickets
    - \$20,000-\$50,000 artist fee
    - \$6400 advertising budget
  - Concert Series - Free
    - Once a month (4)
      - \$5000 for artists and contractors
  - LAN/Gaming Events - Paid Tickets
    - Once a month (4)
      - Low budget unless we advertise
        - We own all the equipment
      - Always need more computers or consoles
        - Oculus Quest 2 (the baby sitter) - \$399 \* 6 = \$2394

### Closing thoughts ...

Our biggest challenge is advertising. It is expensive. A general guideline is to spend 12-20% of revenue on advertising. The direct challenge is our expected revenue is so low we often cannot afford the cost of advertising. Print in Pueblo or Springs is pricey. Radio is even more expensive. The cheapest is social media, but scrolling past ads is second nature. Young people are willing to pay for “ad-free” streaming services. Young people aren’t reading print or listening to the radio. Oldschool ways still work, flyers, posters, handbills, etc. but printing costs are rising, plus the time to distribute.