



# BOARD OF COUNTY COMMISSIONERS MEETING AGENDA

January 28, 2025 at 10:00 AM

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

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

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**9:00 AM - ADMINISTRATION WORKSHOP**

**9:30 AM - COMMISSIONER'S STUDY SESSION**

**10:00 AM - PUBLIC MEETING**

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

**1. PLEDGE OF ALLEGIANCE**

**2. AGENDA APPROVAL**

**3. CONSENT AGENDA**

**a.** 1-21-25 Meeting Minutes

**4. PUBLIC COMMENT**

**5. APPOINTMENTS**

**6. PERMITS, LICENCES, AND PUBLIC HEARINGS**

**a.** Bulk Water Permit #25-0001 for Beverly Brownlee

**7. ACTION ITEMS**

**a.** Resolution #25-06: Commissioner Liaison Responsibilities

**b.** Resolution #25-07: Planning Commission Appointment - Mary White

**c.** Resolution #25-08: K9 Unit

**d.** EDA Authorized Representative Change Letter

**e.** CPW Impact Assistance Grant Application

**f.** Ambulance RETAC Application

**g.** Airfield Lighting and Signage Rehab BIL Grant Approval to Apply

**h.** Enterprise Fleet Management Updated Authorized Signer

**i.** Pueblo & Huerfano Counties Mutual Aid Agreement

**j.** Colorado Department of Transportation HC Signature Sheet

**k.** January 2025 Prepay Vendor Run

**8. CORRESPONDENCE**

- a.** Fair Board 2024 Election letter to Commissioners

**9. STAFF REPORTS**

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

**10. EXECUTIVE SESSION**

**11. ADJOURNMENT**

**12. UPCOMING MEETINGS**

- a.** 11AM - Badito Ranch on the River Workshop
- b.** 1PM - Workshop with Mountain Disposal

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



# BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

January 21, 2025 at 10:00 AM

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

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

1. **PLEDGE OF ALLEGIANCE**

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

2. **AGENDA APPROVAL**

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

**Motion made by Commissioner Wardell**

**Second by Commissioner Chamberlain**

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

**Motion Passes**

3. **CONSENT AGENDA**

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

**Motion made by Commissioner Chamberlain**

**Second by Commissioner Wardell**

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

**Motion Passes**

- a. January 14, 2025 Meeting Minutes

4. **PUBLIC COMMENT**

NONE

5. **APPOINTMENTS**

- a. Special Recognition Jim VanLue

**Postponed due to weather**

- b. Two Peaks Fitness Opioid Funds Proposal

Carrie Myler and Shane Clouse discussed their current CPR and narcan training program in La Veta and asked the Commissioners for assistance and suggestions on how to expand the program into the City of Walsenburg and cover all of Huerfano County. Chairman Sporeleder discussed connecting Carrie Myler and Shane Clause with SECOR for more funds.

**Motion to approve donating \$8,350 to Two Peaks Fitness Opioid Funds****Motion made by Commissioner Chamberlain****Second by Commissioner Wardell****Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell****Motion Passes**

- c. Chelsea Meece, Systems Coordinator for Coalition for the Unhoused/Keep Trinidad Safe  
Chelsea Meece introduced herself and discussed her plans for an upcoming point in time count survey for the unhoused. Chelsea Meece also gave a shout out to Robert Gilbert for hard work and involvement with the program.

**6. PERMITS, LICENCES, AND PUBLIC HEARINGS**

- a. Final Approval Huerfano Carbon Sequestration Project CUP #23-015 and Certificate of Designation Application

**Motion to approve the Final Approval Huerfano Carbon Sequestration Project CUP****# 23-015 and Certificate of Designation Application with the conditions of: continued yearly inspections, County Administrator to issue the bond and changes to conditions to be made on County Employee recommendation.****Motion made by Commissioner Wardell****Second by Commissioner Chamberlain****Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell****Motion Passes****7. ACTION ITEMS**

- a. Overtime request from Huerfano County Human Services

**Motion to approve the Overtime request from Huerfano County Human Services to meet their goals by due date. Huerfano County Human Services has funds available in their budget.****Motion made by Commissioner Chamberlain****Second by Commissioner Wardell****Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell****Motion Passes**

- b. Grant Administration Service Agreement Southern Colorado Economic Development District

**Motion to approve the Grant Administration Service Agreement between Southern Colorado Economic Development District and Huerfano County Administration not to exceed \$5,000.****Motion made by Commissioner Wardell****Second by Commissioner Chamberlain****Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell****Motion Passes**

- c. Approval to Accept Colorado Tourism Office Marketing Grant

**Motion to approve the application for the Colorado Tourism Office Marketing Grant****Motion made by Commissioner Chamberlain****Second by Commissioner Wardell****Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell****Motion Passes**

- d. January 2025 Vendor Run  
**Motion to approve the January 2025 Vendor Run for a total of \$162,508.19.**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Chamberlain**  
**Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell**  
**Motion Passes**
- e. Huerfano County Economic Development Facade Improvement Request  
**Motion to table the HCED Facade Improvement Request for a total of \$5,302.88**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Chamberlain**  
**Discussion: Pending a meeting with Huerfano County Economic Development.**  
**Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell**  
**Motion Passes**
- f. Huerfano County Treasurers Semi-Annual Report 2024  
**Motion to approve the Huerfano County Treasurers Semi-Annual Report July - December 2024**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Chamberlain**  
**Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell**  
**Motion Passes**
- g. Treasurers Huerfano County Treasurers Annual Report 2024  
**Motion to approve the Huerfano County Treasurers Annual Report 2024 January 1<sup>st</sup>-December 31<sup>st</sup> 2024**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Chamberlain**  
**Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell**  
**Motion Passes**

## 8. CORRESPONDENCE

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

- a. Navajo Western Water District 2025 Transparency Notice
- b. Upper Huerfano Fire Protection District 2025 Transparency Notice
- c. Leave Balances for 12/29/24 through 1/11/25
- d. CTSI Technical Update: Understanding Workplace Posters State and Federal Requirements
- e. CTSI Technical Update: The Power of Pooling for County Success
- f. CTSI Technical Update: Cyber Security Insights, Protecting Privileged Information
- g. CAPP Reports for December 2024

## 9. STAFF REPORTS

a. County Administrator

NONE

b. County Attorney

NONE

**10. EXECUTIVE SESSION**

NONE

**11. ADJOURNMENT**

**Motion to adjourn meeting at 11:42 AM**

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

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

**Motion Passes**

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

**COMMISSIONERS:**

\_\_\_\_\_  
Karl Sporleder, Chairman

\_\_\_\_\_  
Mitchell Wardell

\_\_\_\_\_  
Jim Chamberlain



401 Main Street,  
Walsenburg, CO 81089

719-738-1220 Ext.103

<b>BULK-25-0001</b>	<b>Bulk Water Application</b>
<b>SITE ADDRESS:</b> CO RD 626 # 00933	<b>EXPIRES:</b> 07/20/2025
<b>PROJECT NAME:</b> Brownlee- Water	

**PARCEL:** 15175

**Permit Request:**  
Replacement for delivery service

**APPLICANT:** BROWNLEE, BEVERLY A  
PO Box 3588  
MOUNT VERNON, WA 98273  
910-382-3506

**OWNER:** BROWNLEE, BEVERLY A  
PO Box 3588  
MOUNT VERNON, WA 98273

**PERMIT INFO:**  
User Type: County Resident  
Full-time resident: Yes  
Residence on property: Yes  
Electrical Service: Yes

VALUATION:	<u>Quantity</u>	<u>Value</u>	FEES:	<u>Paid</u>	<u>Due</u>
			Administrative Fee	50.00	\$0.00
<b>CONDITIONS</b>				<b>Total:</b>	<b>\$50.00</b>
				<b>\$0.00</b>	<b>\$0.00</b>

**Action by the Authorized Permitting Authority**

Approved    
  Conditional Approval    
  Denial

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comments** \_\_\_\_\_ **Title** \_\_\_\_\_

\_\_\_\_\_





ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Account 15175 Flag R LEGAL DESCRIPTION Item 6a.  
Name BROWNLEE, BEVERLY A (MBLE HOME ON SCH#515174-T)  
Address 1 TWP 25 RNG 69: SEC 22:  
Address 2 SE4NE4 40 AC SEC 23: S2NW4  
Address 3 21169 ESTATE DR W2SW4 160 A. TOTAL 200 A.  
Address 4 MOUNT VERNON 220-503 218-344A 274-295  
State/Zip WA 98274 0000 380-803 3M-840-841-842-843  
Property CO RD 626 # 00933  
Map Num 28-4729-232-00-045  
Prev Name1 BROWNLEE, JOHN A & BEVERLY A  
Prev Name2 CALDWELL, RICHARD L & ETHEL

Use 4147	City 00000	Subdv 00000	VALUES-ASSD	TAXABLE	EXEMPT
Anlys AGR	Tax/Dst 1GS	Zone 00	LAND	6029	
Exempt	Late File	Advrt Y Bnkprt N Conf	IMPROVMENT	26558	
ACRES: Master	Legal	Value	TOTALS	32587	
00000020000	000	20000	Ignore PP \$	14508	Exemption N
			NOV #	NOD #	

CHANGES

Parcel On 12/30/2024	By COHUPTON	CMD1-Value Change	CMD2-Legal Change
Name On 12/30/2024	By COHUPTON	CMD3-Both Changes	CMD4-Sales Change
Values On 04/05/2023	By COHUKJOS		
Legal On 12/06/2024	By COHUPTON	CMD22-Abort Entry	HELP-More Details



**Huerfano County  
Land Use Department  
401 Main Street, Suite 304  
Walsenburg, Colorado 81089  
719-738-1220, ext 103**



January 22, 2025

This Letter is concerning Beverly Brownlee, permit BULK-25-0001, located at 933 County Road 626, (TWP 25 RNG 69: SEC 22: SE4NE4 40 AC SEC 23: S2NW4 W2SW4 160A TOTAL 200 A) in Walsenburg, parcel number 15175. The property has three residences and two utility structures. The property was investigated, there are no code violations on this property.

The applicant is requesting water for residential use.

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

Best Regards,

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

**Ryan Sablich**  
Huerfano County  
Building and Code Enforcement  
401 Main Street Suite 304  
Walsenburg, CO 81089  
(719) 738-1220 ext. 118 (Office)  
(719) 248-9019 (Cell)  
[rsablich@huerfano.us](mailto:rsablich@huerfano.us)



**RESOLUTION NO. 25-06**

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

**A RESOLUTION TO ESTABLISH COUNTY COMMISSIONER LIAISON  
RESPONSIBILITIES FOR CALENDAR YEAR 2025**

WHEREAS, C.R.S. § 30-11-107(1)(n), as amended, authorizes the Board of County Commissioners to establish, by resolution duly adopted, such offices as, in its judgement, are required for the efficient management of the business and concerns of the County; and,

WHEREAS, the Board desires to jointly develop and administer County policy through appropriate resolutions, memoranda, staff meetings, and similar means of deliberations and communications; and,

WHEREAS, the Board recognizes that it cannot make any formal decision on any matter except during a regular or special public meeting of the Board; and

WHEREAS, the Board recognizes the needs of County staff to receive policy guidance from a member of the Board from time to time when the Board is not in meetings; and,

WHEREAS, the Board desires to provide a means of liaison between itself and the various County departments, offices, and agencies consistent with C.R.S. § 30-10-310; and

WHEREAS, members of the Board of County Commissioners serve the community on various Boards or serve as a liaison to various entities providing service to Huerfano County and may from time to time delegate that responsibility to County Staff.

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

**Section 1. Ratification of Board of County Commissioners Chair Appointment**

The appointments of Karl S. Sporleder as the Chair of the Board and Mitchell Wardell as Vice Chair of the Board are hereby ratified.

**Section 2. Appointments and Liaison Responsibilities.**

1. Commissioner Karl Sporleder
  - a. E-911 Authority Board
  - b. Huerfano County Economic Development Inc. (HCED)
  - c. Region 19 Opioid Board
  - d. MAT Expansion Board
2. Commissioner Mitchell Wardell
  - a. South Central Council of Governments (COG)
  - b. Transportation Planning Region (TRP)
  - c. Regional Aging Committee
3. Commissioner James Chamberlain
  - a. Region 19 Opioid Board – Alternate

- b. 3rd Judicial District Corrections Board
- c. SB 94 - Juvenile Screening Committee
- d. Scenic Highway of Legends Inc.
- e. Las Animas Huerfano Counties District Health Department Liaison and Appointing Authority

**Section 3. Delegations to Staff.**

Carl Young, the County Administrator, is hereby appointed to represent the County on the Walsenburg Urban Renewal Authority until such time as he is replaced or is no longer employed by Huerfano County.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 28<sup>th</sup> day of JANUARY 2025.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
Karl S. Sporleder, Chairman

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

\_\_\_\_\_  
James L. Chamberlain, Commissioner

**RESOLUTION NO. 25-07**

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

**A RESOLUTION APPOINTING MARY WHITE AS AN ALTERNATE TO THE  
HUERFANO COUNTY PLANNING COMMISSION FOR A TERM EXPIRING  
ON DECEMBER 31, 2027**

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

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

WHEREAS, Section 9 of the Huerfano County Land Use Code sets forth the structure and membership of the Huerfano County Planning Commission under authority granted the Board of County Commissioners in C.R.S. §30-28-101; and,

WHEREAS, Mary White has submitted a letter of interest and has demonstrated her qualifications to serve on the Planning Commission and agrees to do so while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Mary White to serve as a member of the Huerfano County Planning Commission as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Mary White to serve as an alternate of the Huerfano County Planning Commission until December 31, 2027, and until their successor has been appointed.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 28<sup>th</sup> day of JANUARY 2025.



ATTEST:

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

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

BY \_\_\_\_\_  
Karl S. Sporleder, Chairman

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

\_\_\_\_\_  
James L. Chamberlain, Commissioner

**RESOLUTION NO. 25-08**

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

**A RESOLUTION ADOPTING A COUNTY K-9 HANDLER COMPENSATION POLICY  
AND RELATED STANDARDS**

WHEREAS, C.R.S. § 30-11-107(1)(e), as amended, authorizes the Board of County Commissioners to represent the County and have the care of the County property and the management of the business and concerns of the County in all cases where no other provisions are made by law; and,

WHEREAS, C.R.S. § 30-11-107(1)(a), as amended, authorizes the Board of County Commissioners to make such orders concerning the property belonging to the County as it deems expedient; and,

WHEREAS, C.R.S. § 30-2-106(1) provides that Undersheriffs and deputy sheriffs shall be appointed by the sheriffs of their respective counties, and their salaries shall be paid at least once each month. In all counties the salaries of the undersheriff and deputy sheriff shall be fixed by the sheriff, with the approval of the board of county commissioners; and,

WHEREAS, the Fair Labor Standards Act requires that law enforcement canine handlers must be compensated by their employing agency for feeding, grooming, and otherwise caring for their assigned canine.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that Huerfano County will compensate Sheriff’s Deputies that are assigned as a canine handler with an additional 4 hours per week of compensatory time provided that the following criteria are met:

1. The Board of County Commissioners must approve the hiring, promotion, or assignment of a Sheriff’s Deputy as a Canine handler before a canine is entrusted to the care of said Deputy.
2. The County Sheriff must maintain, with the review and approval of the County Attorney, a policy for the operation of a canine unit.
3. The County Sheriff must maintain, with the review and approval of the County Administrator, a job description for canine handlers.
4. Any Deputy selected as a canine handler shall receive training from a recognized training program specific to law enforcement use from a program that meets the standards established by the Colorado Peace Officer Standards and Training (POST) Board. All training records must be submitted to County Human Resources no later than December 1 of each year. Failure to submit such training records shall be grounds for the Board to decline to reappoint a Deputy.



- 5. The Board of County Commissioners must approve, by motion duly adopted, the acquisition or disposition of a canine by the County Sheriff’s Office. All canines owned by the County and under the care of the Sheriff’s Office shall be listed on the County Inventory.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 28<sup>th</sup> day of JANUARY 2025.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
 OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
 Karl S. Sporleder, Chairman

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

\_\_\_\_\_  
 James L. Chamberlain, Commissioner

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



## Board of County Commissioners

Lisa Alcorn  
Economic Development Specialist  
Economic Development Administration  
U.S. Department of Commerce

LAlcorn@eda.gov

January 28, 2025

RE: Huerfano County Board of County Commissioners Chair

Dear Ms. Alcorn,

As of January 10, 2023 the Chair of the Huerfano County Board of County Commissioners is now Karl S. Sporleder.

In his role as Chair of the Board of County Commissioners, Karl S. Sporleder is replacing Arica Andreatta as the Authorized Representative (AOR) for the EDA grant 05-79-06198. Karl S. Sporleder has the authority to execute documents and to obligate and expend funds on behalf of the County.

Best Regards,

HUERFANO COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS

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Karl S. Sporleder, Chairman

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Mitchell Wardell, Commissioner

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James L. Chamberlain, Commissioner

# COVER PAGE

**Colorado Parks and Wildlife  
Impact Assistance Grant Application  
Authorized by C.R.S. §30-25-301 & 302, As Amended**



County Huerfano

Tax Year 2024

Date 1/28/2025

	<u>Acres</u>	<u>Amount Requested</u>
State Parks	500	\$292.55
State Wildlife Areas	1121	\$664.32
<b>TOTALS</b>	<b>1621</b>	<b>\$956.87</b>

County Commissioner:

[Signature]

Signature

Karl S. Sporleder

Printed Name

Name & email address of person responsible for completing application

Elisha Meadows, emeadows@huerfano.us

# Impact Assistance Grant Application Form - PARKS

Item 7e.

County Huerfano

Tax Year 2024

PARKS Parcel(s)/Schedule#(s) 60032  
62099

Tax Area 1S0

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	500	\$7.78	\$3,890.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Total Acres</b>	<b>500</b>		<b>Combined Total \$3,890.00</b>

Total Mill Levy for this Taxing Area 75.20500000

**Total PARKS Amount Requested for this Taxing Area \$292.55**

# Impact Assistance Grant Application Form - WILDLIFE

Item 7e.

County Huerfano

Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) 62021

Tax Area 1GS

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	546	\$7.78	\$4,247.88
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Total Acres</b>	<b>546</b>		<b>Combined Total \$4,247.88</b>

Total Mill Levy for this Taxing Area 77.18800000

**Total WILDLIFE Amount Requested for this Taxing Area \$327.89**

# Impact Assistance Grant Application Form - WILDLIFE

Item 7e.

County Huerfano

Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) 21750

Tax Area 1S0

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	575	\$7.78	\$4,473.50
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Total Acres</b>	<b>575</b>	<b>Combined Total</b>	<b>\$4,473.50</b>

Total Mill Levy for this Taxing Area 75.20500000

**Total WILDLIFE Amount Requested for this Taxing Area** **\$336.43**



**Southern Colorado RETAC, Inc.**

P.O. Box 9271  
Pueblo, CO 81008

Item 7f.

**Grant Application**  
(Applications due by December)

(Boxes will expand as you type if you use this electronic copy)

1. **Which Agency will be the “Lead Agency” that administers this Grant? (fiscal agent)**

Spanish Peaks Regional Health Center – EMS/Ambulance

2. **Contact Name at “Lead Agency”:**

Matthew Whitley

3. **Lead Agency Contact Phone Numbers:**

#1 (719)738-4547  
#2 (719)252-1580

4. **Lead Agency Contact E-Mail: This is important. It will be used for all further contact/information**

mwhitley@sprhc.org

5. **Is this a multi-agency request? If so, please list all agencies working together on this grant request:** Huerfano County, Spanish Peaks EMS, La Veta EMS, and Gardner FD

6. **Counties and Agencies that will benefit from this grant (Please list):**

Direct Contact to Southern Colorado RETAC, Inc.:  
(719)248-3978  
Email: [SCRETAC5@gmail.com](mailto:SCRETAC5@gmail.com)

Huerfano County

7. **Transporting Agencies:** Have you completed your "Agency Profile" on the CDPHE Website, and are you currently downloading patient data to the state's MATRX system? (If not, please tell us your plans to do so)  
YES

Have you submitted a current Agency Profile: Yes  
Are you submitting data to CDPHE: Yes

8. Amount you are **Requesting** from the RETAC:

\$15,000.00

9. Amount you are **Contributing**: (Not required, but please list if applicable)

N/A

10. **Total Cost** of Project/Equipment:

\$15,000.00

11. If funded, what will the grant money be used for? (Please explain in narrative form what will be accomplished with this funding, and how this request coincides with the RETAC's current biannual plan goals and objectives for the region.)

Medical Direction: \$5,160.01  
ESO: \$5,815.70  
Mcgrath video Laryngoscope x2: \$4024.29

12. Please explain in narrative form how your agency/facility is funded:

Direct Contact to Southern Colorado RETAC, Inc.:  
(719)248-3978  
Email: SECRETAC5@gmail.com



The EMS department is funded by both taxes and billed income.

13. Please explain in narrative form the overall condition of your finances at this point. IE: Is your agency budget in the black or red? Are you billing for services? How do you obtain or disburse funds? Are your employees paid or volunteer? Do you owe any large debt? (The RETAC is looking at the big picture for this section.)

Spanish Peaks Ambulance is a full-time paid service. Our agency bills for services. Spanish Peaks Ambulance funding goes toward payroll, maintenance of vehicles and purchase of equipment and training. We are also a stated EMS training center. We do not have any large debt.

**Agreement:**

By signing this section, you are agreeing to;

- Submit an Agency Profile to CDPHE
- Spend any funding received from the Southern RETAC according to this grant request by May 15 of the requested fiscal year. Any changes to this exact request MUST be submitted in writing to the Southern Colorado RETAC Board of Directors before any changes are made.
- Send all invoices/POs incurred related to this request to the SCRETAC office by May 15 of the requested fiscal year.

Signature: \_\_\_\_\_

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

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

Direct Contact to Southern Colorado RETAC, Inc.:  
 (719)248-3978  
 Email: SCRETAC5@gmail.com

**County Representative of grant applicant. (This should be completed by the County EMS Council or like group from the County representating. If no group representing the County is available the County Commissioners should sign as accepting this grant application on the Counties behalf.)**

**Signature:** \_\_\_\_\_

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

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

**Direct Contact to Southern Colorado RETAC, Inc.:**  
**(719)248-3978**  
**Email: SCRETAC5@gmail.com**



## MEMORANDUM

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**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** January 28, 2025

**ITEM NAME:** Airfield Lighting and Signage 2025 Grant – Approval to Apply

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

**SUMMARY:** This is a request to submit a grant application to the Federal Aviation Administration for an 4V1 Airfield Lighting and Signage Rehabilitation project with funds from the Bipartisan Infrastructure Law. This is the second grant application for this project and the request is for \$144,000 from the FAA. This grant has a 90% federal match with another 5% coming from CDOT Aeronautics.

**RECOMMENDATION:** Motion to approve the Application to the FAA Airport Improvement Program for the 4V1 Airfield Lighting and Signage Rehabilitation project in the amount of \$144,000 with \$3,789 from CDOT and \$3,789 from the County.

**BACKGROUND:** FAA regulations require Runway 9-27 to have eight total threshold lights instead of the existing six. In addition, new runway end lights and displaced threshold edge lighting will be installed to assist pilots in identifying the runway end and the displaced runway threshold. New Runway End Identifier Lights (REILs) will be installed on both runway ends, which will allow identification of the runway threshold in low-visibility conditions and nighttime operations. The addition of these items will greatly improve operational and approach safety at the airport, as well as bring the airport lighting system into compliance with FAA regulations.

Engineering (Design + CA) = \$245,030  
Construction (Base Bid Only) = \$303,050  
**TOTAL PROJECT = \$548,080**

FAA Total = \$493,272  
 CDOT Total = \$27,404  
 County Total = \$27,404

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

**NOTES:**

<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation            * Other (Specify) <input type="checkbox"/> Revision
*3. Date Received: 01/24/2025	4. Applicant Identifier: 4V1
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
<b>State Use Only:</b>	
6. Date Received by State:	7. State Application Identifier:
<b>8. APPLICANT INFORMATION:</b>	
*a. Legal Name: Huerfano County	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000772	*c. UEI: 014846562000
<b>d. Address:</b>	
*Street 1:	401 Main Street
Street 2:	Suite 310
*City:	Walsenburg
County/Parish:	Huerfano
*State:	CO
*Province:	
*Country:	USA: United States
*Zip / Postal Code	81089-2045
<b>e. Organizational Unit:</b>	
Department Name: Public Works	Division Name:
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: Mr.	*First Name: Karl
Middle Name:	
*Last Name:	Sporleder
Suffix:	
Title: County Commissioner	
Organizational Affiliation:	
*Telephone Number: 719-738-3485	Fax Number:
*Email: ksporleder@huerfano.us	

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

N/A

\*Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

N/A

**\*15. Descriptive Title of Applicant's Project:**

4V1 Airfield Lighting and Signage Rehabilitation

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**  
 \*a. Applicant: CO-003 \*b. Program/Project: CO-003

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**  
 \*a. Start Date: 06/02/2025 \*b. End Date: 12/31/2025

**18. Estimated Funding (\$):**

*a. Federal	\$ 144,000
*b. Applicant	\$ 3,789
*c. State	\$ 3,789
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 151,578

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \*First Name: Karl  
 Middle Name: \_\_\_\_\_  
 \*Last Name: Sporleder  
 Suffix: \_\_\_\_\_

\*Title: County Commissioner

\*Telephone Number: 719-738-3485 Fax Number: \_\_\_\_\_

\* Email: ksporleder@huerfano.us

\*Signature of Authorized Representative *Karl S Sporleder* \*Date Signed: 1/23/2025

DocuSigned by:  
 Karl S Sporleder  
 6E3BE3FF65A84FA...



## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	



**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has reviewed the Huerfano County Zoning Regulations. This project is consistent with existing plans.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

This project is consistent with the Spanish Peaks Airport Master Plan.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

This project has given fair consideration to local interest and has been approved and advertised in a public meeting.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

This project has given fair consideration to user consultation and has been approved and advertised in a public meeting.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A. This project is a rehabilitation of the existing airport lighting system and signage.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A, this project is a rehabilitation of the existing airport lighting system and signage.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Huerfano County (Sponsor) is the land owner for the Spanish Peaks Airfield (4V1) and the project area.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			151,578
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 151,578
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			151,578
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 151,578
19. Federal Share requested of Line 18			144,000
20. Grantee share			3,789
21. Other shares			3,789
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 151,578

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
<b>g. Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	3,789
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	\$ 3,789
<b>25. Other Shares</b>	<b>Amount</b>
a. State	3,789
b. Other	
c. <b>TOTAL</b> - Other Shares	\$ 3,789
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 7,578</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
*(Suggested Format)*

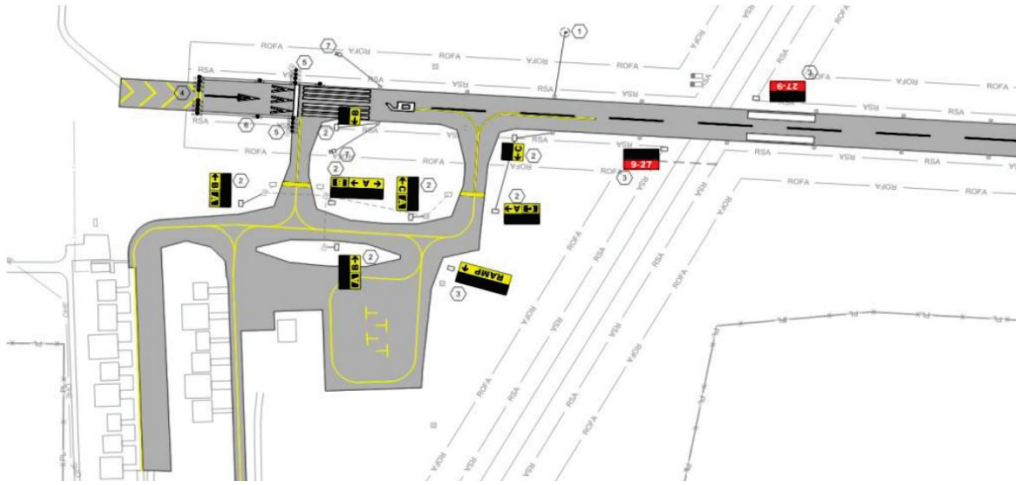
<b>PROJECT:</b> Airfield Lighting and Signage Rehabilitation
<b>AIRPORT:</b> Spanish Peaks Airfield (4V1)
<p><b>1. Objective:</b></p> <p>This project will serve as a rehabilitation to the existing airport's lighting system and signage on Runway 9-27, Taxiways B and C and upgrade of the wind cone.</p>
<p><b>2. Benefits Anticipated:</b></p> <p>This project will bring compliance to the current lighting system with FAA standards. Additionally, it will provide better guidance for pilots to navigate around the airport's pavement with the installation of new signs.</p>
<p><b>3. Approach:</b> (See approved Scope of Work in Final Application)</p> <p>The project will incorporate new LED lighting cans and conduit in sections of Runway 9-27. It will also provide new LED runway exit signs and guidance for Taxiways B and C, and new hold short signs at the intersection of Runway 2-20 and Runway 9-27. The existing wind cone will be removed and replaced with a new upgrade kit and segmented circle marker system. Lastly, new LED REILs will be installed on both Runway 9 and 27 ends.</p>
<p><b>4. Geographic Location:</b></p> <p>The Spanish Peaks Airfield (4V1) is located approximately 5 miles north of the Central Business District of Walsenburg, CO. The physical address of the airport is 1061 County Road 101, Walsenburg, CO 81089.</p>
<p><b>5. If Applicable, Provide Additional Information:</b></p> <p>N/A</p>
<p><b>6. Sponsor's Representative:</b> (include address &amp; telephone number)</p> <p>Carl Young                  cyoung@huerfano.us                  719-738-3000 x110</p>

**CIP/PREAPPLICATION DATA SHEET**

Item 7g.

**AIRPORT:** Spanish Peaks Airfield (4V1)      **LOCAL PRIORITY:** N/A      **UPDATED:** January 2025  
**WORK ITEM:** Airfield Lighting and Signage Rehabilitation

**SKETCH:**



**JUSTIFICATION:** This project will serve as a rehabilitation to the airfield lighting system and guidance signs to Runway 9-27, Taxiways B and C, and Wind Cone.

**SPONSOR SIGNATURE:** DocuSigned by: *Karl S Spordeder*      **DATE:** 1/23/2025

**COST ESTIMATE: \$159,156.00**      Item (Lighting & Signage Rehabilitation)

<b>ADMINISTRATION:</b>	\$	<b>Inspection</b>	\$		\$
<b>ENGINEERING:</b>	\$		\$		\$
<b>CONSTRUCTION:</b>	\$	<b>151,578.00</b>	\$	<b>TOTAL:</b>	\$ <b>151,578.00</b>

**ADO USE:**

**PREAPP NO:** \_\_\_\_\_      **GRANT NO:** \_\_\_\_\_      **NPIAS CODE:** \_\_\_\_\_      **WORK CODE:** \_\_\_\_\_      **FAA PRIOR:** \_\_\_\_\_      **FED \$** \_\_\_\_\_



**FAA  
Airports**

**ASSURANCES  
AIRPORT SPONSORS**

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**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

**B. Duration and Applicability.**

**1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

**2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

**3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and



assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

### **FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## 6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or



facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor’s program or activities, these requirements extend to all of the sponsor’s programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
  - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by



the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## STANDARD DOT TITLE VI ASSURANCES

Huerfano County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

**STANDARD DOT TITLE VI ASSURANCES (Continued)**

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** 01/24/2025

Huerfano County  
**(Sponsor)**

DocuSigned by:  
Karl S Sporleder  
6E3DE3FF65A94FA...  
**(Signature of Authorized Official)**



**FAA  
Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

<sup>1</sup> All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction



NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY**

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS****ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Spanish Peaks Airfield (4V1)

**LOCATION:** Walsenburg, CO

**AIP PROJECT NO.:** 3-08-0079-015-2025

**STATEMENTS APPLICABLE TO THIS PROJECT** Airfield Lighting & Signage Rehabilitation

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Spanish Peaks Airfield.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Spanish Peaks Airfield, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** Karl Sporleder **DATE:** 01/24/2025

**TITLE:** County Commissioner

**SPONSORING AGENCY:** Huerfano County

**NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.**

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; **N/A**
- b. The nature and basis of opposition; **N/A**
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; **N/A**
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. **N/A**
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; **N/A**
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; **N/A**
- g. Benefits to be gained by the proposed development; and **N/A**
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. **N/A**

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed DocuSigned by:  
*Karl S Sporkleder* Date 1/24/2025  
6E3BE3FF65A84FA  
 Sponsor's Authorized Representative

Title County Commissioner

**TITLE VI PRE-AWARD SPONSOR CHECKLIST**

**Airport/Sponsor:** Spanish Peaks Airfield (4V1) - Huerfano County

**AIP #:** 3-08-0079-015-2025

**Project Description(s):** Airfield Lighting and Signage Rehabilitation

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
 None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
 None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
 None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
 None

**To be completed by the Civil Rights Staff**

**Review completed and approved:** \_\_\_\_\_  
Signature

**Date:** 1/24/2025 \_\_\_\_\_

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009**

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b>	
Huerfano County	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: Mr.	* First Name: Karl Middle Name:
* Last Name: Sporleder	Suffix:
* Title: County Commissioner	
<b>* SIGNATURE:</b>	<b>* DATE:</b> 2025-01-24
	



OMB CONTROL NUMBER: 2120-0569  
 EXPIRATION DATE: 12/31/2026

## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Huerfano County

Airport: Spanish Peaks Airfield (4V1)

Project Number: 3-08-0079-015-2025

Description of Work: Airfield Lighting and Signage Rehabilitaiton

**Application**

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

**Certification Statements**

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
  
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
  
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A



4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
 Yes    No    N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
 Yes    No    N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes    No    N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
 Yes    No    N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes    No    N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes    No    N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
 Yes    No    N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

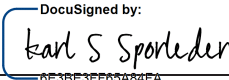
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24th day of January, 2025.

Name of Sponsor: Huerfano County

Name of Sponsor's Authorized Official: Karl Sporleder

Title of Sponsor's Authorized Official: County Commissioner

Signature of Sponsor's Authorized Official:  6E3BE3FF65A84FA...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569  
 EXPIRATION DATE: 12/31/2026

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Huerfano County

Airport: Spanish Peaks Airfield (4V1)

Project Number: 3-08-0079-015-2025

Description of Work: Airfield Lighting and Signage Rehabilitation

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).  
 Yes    No    N/A
  
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. Yes    No    N/A
  
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).  
 Yes    No    N/A
  
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
  - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
  - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. Yes    No    N/A
  
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).  
 Yes    No    N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Spanish Peaks Airfield (4V1)  
 Address: 1061 County Road 101, Walsenburg, CO 81089

**Location 2 (if applicable)**

Name of Location:  
 Address:

**Location 3 (if applicable)**

Name of Location:  
 Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

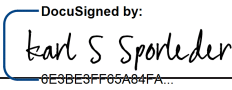
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24th day of January, 2025.

Name of Sponsor: Huerfano County

Name of Sponsor's Authorized Official: Karl Sporleder

Title of Sponsor's Authorized Official: County Commissioner

**Signature** of Sponsor's Authorized Official:  0E3BE3FF65A04FA...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 12/31/2026

## Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Huerfano County

Airport: Spanish Peaks Airfield (4V1)

Project Number: 3-08-0079-015-2025

Description of Work: Airfield Lighting and Signage Rehabilitation

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
  - Yes  No  N/A
  
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
  - Yes  No  N/A
  
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
  - a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
  - Yes  No  N/A
  
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
  - a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
  - Yes  No  N/A
  
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
  - a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
  - Yes  No  N/A
  
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
  - Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- Only one qualified person/firm submits a responsive bid;
  - Award is to be made to other than the lowest responsible bidder; and
  - Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes  No  N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- Access to Records (§ 200.336)
  - Buy American Preferences (Title 49 U.S.C. § 50101)
  - Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
  - Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - Occupational Safety and Health Act requirements (20 CFR part 1920)
  - Seismic Safety – building construction (49 CFR part 41)
  - State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
  - U.S. Trade Restriction (49 CFR part 30)
  - Veterans Preference (49 USC § 47112(c))
- Yes  No  N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- Davis-Bacon and Related Acts (29 CFR part 5)
  - Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- Yes  No  N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes  No  N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes  No  N/A



13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24th day of January, 2025.

Name of Sponsor: Huerfano County

Name of Sponsor's Authorized Official: Karl Sporleder

Title of Sponsor's Authorized Official: County Commissioner

DocuSigned by:  
**Signature** of Sponsor's Authorized Official: Karl S Sporleder  
6E3DE3FF65A04FA...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569  
 EXPIRATION DATE: 12/31/2026

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Huerfano County

Airport: Spanish Peaks Airfield (4V1)

Project Number: 3-08-0079-015-2025

Description of Work: Airfield Lighting and Signage Rehabilitaiton

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

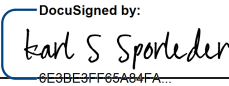
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24th day of January, 2025.

Name of Sponsor: Huerfano County

Name of Sponsor's Authorized Official: Karl Sporleder

Title of Sponsor's Authorized Official: County Commissioner

Signature of Sponsor's Authorized Official:  6E3BE3FF66A04FA...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 12/31/2026

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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Sponsor: Huerfano County

Airport: Spanish Peaks Airfield (4V1)

Project Number: 3-08-0079-015-2025

Description of Work: Airfield Lighting and Signage Rehabilitation

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.  
 Yes    No    N/A
  
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.  
 Yes    No    N/A
  
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project;
  - b. The lessor is a public agency; and
  - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes    No    N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.  
 Yes    No    N/A
  
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.  
 Yes    No    N/A
  
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
  - a. The right of flight;
  - b. The right of ingress and egress to remove obstructions; and
  - c. The right to restrict the establishment of future obstructions. Yes    No    N/A
  
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
  - a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
  - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections. Yes    No    N/A
  
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.  
 Yes    No    N/A
  
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.  
 Yes    No    N/A
  
10. Effort was or will be made to acquire each property through the following negotiation procedures:
  - a. No coercive action to induce agreement; and
  - b. Supporting documents for settlements included in the project files. Yes    No    N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
  - b. Supporting documents for awards included in the project files.

Yes  No  N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes  No  N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

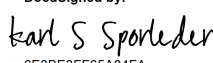
Executed on this 24th day of January, 2025.

Name of Sponsor: Huerfano County

Name of Sponsor's Authorized Official: Karl Sporleder

Title of Sponsor's Authorized Official: County Commissioner

**Signature** of Sponsor's Designated Official Representative:

DocuSigned by:  
  
6E3BE3FF66A84FA...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 12/31/2026

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

Sponsor: Huerfano County

Airport: Spanish Peaks Airfield (4V1)

Project Number: 3-08-0079-015-2025

Description of Work: Airfield Lighting and Signage Rehabilitation

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A



4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
 Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
 Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes  No  N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes  No  N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.


I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 24th day of January, 2025.

Name of Sponsor: Huerfano County

Name of Sponsor's Authorized Official: Karl Sporleder

Title of Sponsor's Authorized Official: County Commissioner

Signature of Sponsor's Authorized Official:  6E3BE3FF65A84FA...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569  
 EXPIRATION DATE: 12/31/2026

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Huerfano County

Airport: Spanish Peaks Airfield (4V1)

Project Number: 3-08-0079-015-2025

Description of Work: Airfield Lighting and Signage Rehabilitaiton

**Application**

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

**Certification Statements**

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

Yes    No

- 2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

- 3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

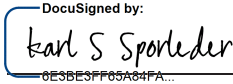
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 24th day of January, 2025.

Name of Sponsor: Huerfano County

Name of Sponsor's Authorized Official: Karl Sporleder

Title of Sponsor's Authorized Official: County Commissioner

**Signature** of Sponsor's Authorized Official:  \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)**

**Chairman, Board of County Commissioners**

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed \_\_\_\_\_ (Title) for the County of Huerfano, Colorado \_\_\_\_\_ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity ) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

**Karl S Sporleder**

Print Name

**Mitchell Wardell**

Print Name

**Carl Young**

Print Name

Print Name

Print Name

Print Name

**Chairman, Board of County Commissioners**

Title

**County Commissioner**

Title

**County Administrator**

Title

Title

Title

Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

**Karl S. Sporleder**

Print Name

Signature

**January 28, 2025**

Date

**Chairman, Board of County Commissioners**

Title

**County of Huerfano, Colorado**

Company Name

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

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

West Park Volunteer Fire District

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

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

Beulah Fire Protection and Ambulance District

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

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

Huerfano County, Colorado, a political subdivision of  
the State of Colorado

ATTEST: \_\_\_\_\_  
Custer County Clerk and Recorder

By \_\_\_\_\_  
Chairman of the Board of County Commissioners

Huerfano County Hospital District EMS

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

By *Kay L. Whitley*  
Title: CEO

Huerfano Fire Protection District

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

By *Frank*  
Title: *CHAIRMAN FRANK MARTIN*

La Veta Fire Protection District

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

By \_\_\_\_\_  
Title: \_\_\_\_\_  
8



## MEMORANDUM

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**MEETING TYPE:** Board of County Commissioners Regular Meeting

**MEETING DATE:** January 23, 2025

**ITEM NAME:** Pueblo & Huerfano Mutual Aid Agreement

**SUBMITTED BY:** Brittney Ciarlo, Emergency Manager

**SUMMARY:** The agreed upon Mutual Aid agreement has been reviewed by legal and all parties have presented to their board for signature. This agreement allows Mutual aid to be requested by any of the signing agencies and lays out requirements as well as personnel and equipment costs, if they become necessary. Pueblo County will sign once all of our agencies sign.

**RECOMMENDATION:** The BOCC approves and signs the Mutual Aid Request.

**BACKGROUND:** Mutual aid agreements are not only common but necessary in Huerfano County. We often find ourselves in situations where we are understaffed or have a lack of volunteers. With this agreement in place, we are not guaranteed to receive the requested resources, but if our partner agencies are available, they can and we have done our due diligence to ensure that if the event becomes large enough, we have our documentation up to date to further request and provide necessary reimbursements.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

NOTES:

MUTUAL AID AGREEMENT FOR ALL HAZARDS RESPONSE SERVICES BETWEEN THE AGENCIES OF PUEBLO COUNTY AND HUERFANO COUNTY

THIS MUTUAL AID AGREEMENT ("MAA"), entered into as of this \_\_\_ day of \_\_\_ 20\_\_\_, is made by and between the following parties:

- Pueblo, a municipal corporations,
- Pueblo County, Colorado, a political subdivision of the State of Colorado,
- Rye Fire Protection District,
- Pueblo Rural Fire District,
- Pueblo West Metropolitan District,
- West Park Volunteer Fire District, and
- Beulah Fire Protection and Ambulance District
- Huerfano Fire Protection District
- La Veta Fire Protection District
- Upper Huerfano Fire Protection District
- Huerfano County
- Huerfano County Hospital District d/b/a Spanish Peaks Regional Health Center

(Collectively the "Parties" and individually the "Party")

WHEREAS, Section 18(2)(a) and (b) of Article XIV of the Colorado Constitution and the Colorado Intergovernmental Relations Statute, Section 29-1-201, et seq., C.R.S. authorizes political subdivisions to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the Parties, including the sharing of costs, if such agreement sets forth fully the purposes, powers, rights, obligations, and responsibilities, financial or otherwise, of the contracting parties;

WHEREAS, each Party is political subdivision as defined in section 29-1-202(2), C.R.S. and is authorized to provide fire protection and other emergency services including but not limited to fire protection, hazardous material response, extrication, rescue, ambulance, and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries;

WHEREAS, emergencies may arise in one or another of the jurisdictions of the Parties, resulting in greater demands than a Party's personnel and equipment can handle, or emergencies of such intensity may occur that they cannot be handled by the equipment of a Party in whose jurisdiction the emergency occurs; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. Definitions. The following terms used in this Agreement are defined as follows:
  - a. "Responding Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.



b. "Equipment Costs" means the costs set forth in the current FEMA Schedule of Equipment Rate or at the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control, whichever rate applies to the event, and if the event does not qualify, it shall be the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control.

c. "Personnel Costs" means actual hourly salary/wages paid including overtime plus the cost of the employee's actual fringe benefits. Fringe benefit cost shall be calculated based upon a percentage of the employee's hourly rate of pay.

d. "Mutual Aid" means the provision of personnel and/or equipment from an Responding Party to a Requesting Party to aid the Requesting Party with respect to fire protection and other emergency services.

e. "Requesting Party" means a Party requesting Mutual Aid be provided by a Responding Party within the jurisdictional boundaries of the Requesting Party.

### 3. Mutual Aid.

a. Any Party to this MAA may request Mutual Aid from another Party. Any request for Mutual Aid shall include a statement of the amount and type of personnel and/or equipment requested, and shall specify the location to which the personnel and/or equipment are to be dispatched. In making any such request for Mutual Aid, the Requesting Party represents that there are sufficient funds appropriated to pay all reimbursements which may be incurred under this MAA, and the Responding Party may rely upon such representation in providing Mutual Aid.

b. Upon receipt of a request for Mutual Aid from the Requesting Party, the Responding Party may dispatch personnel and/or equipment which the Responding Party determines is available. Such determination shall be made at the Responding Party's sole and absolute discretion, which determination shall be final and conclusive. The Responding Party may dispatch less than the amount and type of personnel and/or equipment requested, but the Responding Party may not dispatch personnel and/or equipment which exceeds the amount and type of equipment and or personnel requested without the authorization of the Requesting Party.

c. The Responding Party's personnel and/or equipment shall be released by the Requesting party when the assistance of the Responding Party is no longer required or when the Responding Party determines in its sole and absolute discretion that Responding Party's personnel and/or equipment are needed elsewhere, which determination shall be final and conclusive.

d. The Responding Party's personnel and/or equipment shall be and remain under the control of the Responding Party's commanding officer but will fall into the Requesting Party's command structure. The Responding Party's commanding officer will receive assignments and tasks from the Requesting Party's Incident Commander.

e. Mutual Aid under this MAA shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of a Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this MAA.

f. The Responding Party agrees that the first twenty-four (24) hours of Mutual Aid shall be provided without reimbursement of Personnel Costs and Equipment Costs by the Requesting Party to the Responding Party. For all periods of time following the first twenty-four (24) hours, the Responding Party shall be reimbursed its Personnel Costs and Equipment Costs by the Requesting Party. The twenty-four (24) hour period referenced in this Section shall begin at the time the request is made by the Requesting Party so long as it is within the first operational period. Requests beyond the first operational period will be considered an ongoing operation and as such will be a billable response to the incident. In addition and with respect to said twenty-four (24) hour period, the Requesting Party shall reasonably pursue any and all legal reimbursement possible pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials incidents, and upon full or partial payment, the Requesting Party shall distribute the reimbursement in a fair and equitable manner which is proportionate to the documented expenses of all parties who provided services with respect to the incident upon which the reimbursement is paid. The Parties acknowledge and agree that any distribution for hazardous materials incidents which may be required under this Section or otherwise under this MAA shall not impair or supersede any separate agreement a Party may have presently or hereafter to transfer and deposit any such distribution to the Pueblo County Hazmat Fund.

g. The extension of work beyond the initial twenty-four (24) hour mutual aid period shall be billable to the incident for reimbursement. If a mutual agreement by the parties at the time of the all-hazard incident, the Responding Party may continue to provide assistance beyond the twenty-four (24) hour period without compensation by the Requesting Party.

h. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.

i. The Responding Party shall be self sufficient for the first 24 hours after being requested, to include all meals and lodging. After the first 24 hours, the Requesting Party will be responsible for all meals and any lodging at the Requesting Party's preference.

j. The Responding Party will provide the Requesting Party with a bill, invoice, or demand for reimbursement along with a detailed accounting of costs incurred by the Responding Party which are subject to reimbursement pursuant to this MAA no later than sixty (60) days after the conclusion of Mutual Aid.

4. Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. The Parties recognize that the dispatch of equipment and/or personnel under this MAA is voluntary and is not required, and specifically acknowledge that a Requesting Party shall not expect any other Party to provide Mutual Aid where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.

5. Except with respect to the reimbursements agreed to in the above Section 3, each Party waives all claims against the other Party for compensation for any loss, property damage, bodily injury, or death occurring as a direct or indirect consequence of the performance of this MAA. The Parties specifically recognize and agree that no liability of any kind or nature shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid or for withdrawal of Mutual Aid once provided pursuant to the terms of this MAA.

6. Nothing in this MAA shall be construed to alter or modify the status of employment of the personnel with their Party. Employees of a Party shall at all times remain the employees of that Party, and each Party shall be responsible for worker's compensation coverage of its own employees and all other benefits and requirements of employment including pension, disability, level or types of training, and internal discipline.

7. Each Party is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA including any liability which may accrue by operation of Section 29-5-108, C.R.S. No provision of this MAA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the GIA.

8. This MAA is not intended to, nor should it be construed to, create, affect or extend the legal responsibilities or liabilities of the Parties hereto except as expressly stated herein, nor to create any rights, claims, or benefits or assume any liability for or on behalf of any third party.

9. By signing this MAA, the governing body of each Party is hereby deemed to have approved the provision of Mutual Aid beyond its boundaries, and any Mutual Aid provided pursuant to this MAA shall not require any further approval by the governing body of any Party.

10. All communications made to the parties under this MAA shall be provided at the following address:

Fire Chief  
City of Pueblo Fire Department  
1551 Bonforte Blvd.  
Pueblo, CO 81001

Bureau Chief  
Emergency Services Division  
Pueblo County Sheriff's Office  
Pueblo County  
101 W. 10<sup>th</sup> Street  
Pueblo, CO 81003

Fire Chief  
Rye Fire Protection District  
4495 Bent Brothers Blvd./P.O. Box 19190  
Colorado City, CO 81019

Fire Chief  
Pueblo Rural Fire District  
29912 Highway 50 East  
Pueblo, CO 81006

Fire Chief  
Pueblo West Fire Department  
Pueblo West Metropolitan District  
P.O. Box 7005  
Pueblo West, CO 81007

Fire Chief  
West Park Volunteer Fire District  
3926 Goodnight Ave.  
Pueblo, CO 81005

Fire Chief  
Beulah Fire Protection and Ambulance District  
PO BOX 826  
Beulah, CO 81023

Fire Chief  
Huerfano Fire Protection District  
301 Main St  
Walsenburg, CO 81089

Fire Chief  
La Veta Fire Protection District  
100 Birch St  
La Veta, Colorado 81055

Fire Chief  
Upper Huerfano Fire Protection District  
25396 Hwy 69  
Gardner Co 81040

EMS Director  
Huerfano County Hospital District  
23500 US Hwy 160  
Walsenburg, Co 81089

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

11. Nothing in this MAA shall be construed as creating a partnership, joint venture or the creation of a separate legal entity or be deemed to delegate or be construed as the delegation or assignment of power or

authority of any Party to another Party.

12. A Party may terminate their participation in this MAA by giving ninety (90) days prior written notice to all other Parties. One Party's termination shall not cause the termination of this MAA between the other Parties, and the MAA shall continue in effect as to such other Parties. It is understood and acknowledged that the remaining Parties to the MAA will not assign any of their members or equipment to perform temporary firefighting or other duties on behalf of any Party terminating this MAA after the effective date of such termination.

13. All prior reciprocal fire protection or mutual aid agreements to provide fire protection and other emergency services between all or one or more of the Parties are hereby terminated and superseded by this MAA.

14. Miscellaneous.

a. This MAA represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This MAA may be amended only by an instrument in writing signed by the Parties. If any provision of this MAA is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this MAA shall continue in full force and effect. This MAA may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

b. Each person signing this MAA on behalf of a Party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this MAA on behalf of such Party and that this MAA is a valid and legally binding obligation of such Party enforceable against it in accordance with its terms.

c. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by any Party, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation.

d. The provisions of this MAA pertaining to insurance and reimbursement shall survive the expiration of the term of this MAA and termination of this MAA and continue in effect for a period of five years following the termination of this MAA and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

e. This MAA shall be governed by the laws of the State of Colorado. Venue for any action arising under this MAA or for the enforcement of this MAA shall be in a state court with jurisdiction located in Pueblo County, Colorado.

f. This MAA shall not be assigned by any Party without the prior written consent of the Parties, which consent may be granted, denied, or conditioned in each of the Party's sole and absolute discretion.

Executed at Pueblo, Colorado, the day and year first above written.

Pueblo, a Municipal Corporation

ATTEST: \_\_\_\_\_ By \_\_\_\_\_  
City Clerk President of the City Council

Pueblo County, Pueblo County, Colorado, a political subdivision of the State of Colorado

ATTEST: \_\_\_\_\_ By \_\_\_\_\_  
Pueblo County Clerk and Recorder Chairman of the Board of County Commissioners

Rye Fire Protection District

ATTEST: \_\_\_\_\_ By \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

Pueblo Rural Fire District

ATTEST: \_\_\_\_\_ By \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

Pueblo West Metropolitan District

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

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

West Park Volunteer Fire District

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

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

Beulah Fire Protection and Ambulance District

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

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

Huerfano County, Colorado, a political subdivision of  
the State of Colorado

ATTEST: \_\_\_\_\_  
Custer County Clerk and Recorder

By \_\_\_\_\_  
Chairman of the Board of County Commissioners

Huerfano County Hospital District EMS

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

By **Kay L. Whitley**  
Title: CEO

Huerfano Fire Protection District

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

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

La Veta Fire Protection District

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

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

Upper Huerfano Fire Protection District

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

By Lewis DeLama  
Title: Chairman



Tipat Hachonim für Protection Israel

BY \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST  
Title \_\_\_\_\_

*[Faint handwritten text]*

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

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

West Park Volunteer Fire District

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

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

Beulah Fire Protection and Ambulance District

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

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

Huerfano County, Colorado, a political subdivision of  
the State of Colorado

ATTEST: \_\_\_\_\_  
Custer County Clerk and Recorder

By \_\_\_\_\_  
Chairman of the Board of County Commissioners

Spanish Peaks Regional Health Center EMS

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

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

Huerfano Fire Protection District

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

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

La Veta Fire Protection District

ATTEST: Mickey Schmidt  
Title: Chairman

By Mickey L Schmidt  
Title: Chairman



# Colorado Department of Transportation

## Huerfano Co Signature Sheet

FIPS Code : 055

1/24/2025

Item 7j.

- 162.290 miles of arterial streets
- 513.608 miles of local streets
- 675.898 total miles of H.U.T. eligible streets
- 108.140 miles of non H.U.T. eligible streets - Maintained by others
- 58.550 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2024

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Name Phone

\_\_\_\_\_  
Commissioner Date

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

Item 7k.

### Requirement Summary (APLT30)

Huerfano County

Fund	Cash Account	Cash Balance	AP Cash Pending	GL Cash Pending	Cash Available
001 GENERAL FUND	001-00000-10200	\$860,466.69	(\$3,400.00)	\$0.00	\$857,066.69
011 HUERF CO HOUSING AUTHORITY	011-00000-10200	\$50,000.00	(\$5,000.00)	\$0.00	\$45,000.00
<b>Grand Totals:</b>		<b>\$910,466.69</b>	<b>(\$8,400.00)</b>	<b>\$0.00</b>	<b>\$902,066.69</b>

Approved by-----

Approved on Date: \_\_\_\_\_

County Commissioner: \_\_\_\_\_

County Commissioner: \_\_\_\_\_

County Commissioner: \_\_\_\_\_

January 10, 2025

Huerfano County Commissioners  
401 Main Street, Ste.201  
Walsenburg, CO 81089

Dear Commissioners:

At the regular meeting of the Huerfano County 4-H Fair Board on December 4, 2024, board member elections were held. There were 3 positions open, only 2 people running, so we are in the process of looking for someone to fill the remaining seat. The following are the newly elected board members and their terms:

Sherri Faris – 11/2024 – 11/2027  
Stephen Ames – 11/2024 – 11/2027

Other board members are as follows:

Cindy Jameson – Term ends 11/2025  
Chance Price – Term ends 11/2025  
Jade Bullard – Term ends 11/2025  
Haley Jameson – Term ends 11/2025  
Chad Andreatta – Term ends 11/2026  
Tyler Huff – Term ends 11/2026  
John Albright – Term ends 11/2026

Officers elected for the 2024-2025 year are President, Chad Andreatta; Vice President, John Albright; Secretary, Haley Jameson; and co-treasurers, Jade Bullard and Cindy Jameson.

If you have any questions please feel free to contact Haley Jameson at 719-890-4161 or [hake\\_haley@yahoo.com](mailto:hake_haley@yahoo.com).

Sincerely,

Haley Jameson

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



## HUERFANO COUNTY GOVERNMENT ADMINISTRATOR’S REPORT

**Date:** January 24, 2024  
**To:** Huerfano County Board of County Commissioners  
**From:** Carl Young, County Administrator  
**Re:** Report for the January 28<sup>th</sup> BOCC Meeting

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

### Open Positions

- Communications Officer/Dispatch – Closes 1/31/2025
- Dispatch/Communications Supervisor – Closes 1/31/2025
- Junior Ad Valorem Appraiser – Closes 1/31/2025
- Adult Services Case Manager – Closes 2/14/2025
- Deputy Officer – Open Until Filled
- Detention Officer – Open Until Filled

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

### Open Solicitations

- RFP 2025-01 Marketing and Public Relations Services – Closes 2/10/2025

All open solicitations are posted at <https://www.bidnetdirect.com/colorado/huerfano-county-government>

### Open Board Positions

The County is seeking letters of interest from Huerfano County Residents for the following Boards:

- **Las Animas-Huerfano Counties District Health Department Board of Health** - responsible for setting policy, making decisions, and ensuring the delivery of essential public health services within the district
- **Board of Review** – hears appeals of decisions made by the building official or Huerfano County Building Authority and advise the on the adoption of new building codes
- **Board of Adjustment** – hears and decides on issues of special exceptions to the provisions of the County Land Use Code
- **Huerfano County Building Authority** – oversees contractor licensing and reviews a number of issues related to building permitting