



# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

October 08, 2024 at 10:00 AM

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

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

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**9:00 AM - COMMISSIONER'S STUDY SESSION**

**10:00 AM - PUBLIC MEETING**

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

**1. PLEDGE OF ALLEGIANCE**

**2. AGENDA APPROVAL**

**3. CONSENT AGENDA**

- a.** September 24th Meeting Minutes
- b.** October 1st Meeting Minutes
- c.** Caleb Diggs Comp Time Payout, HC Sheriff's Office
- d.** Roman Hajar Comp Time Payout, HC Sheriff's Office
- e.** Lea Vigil Comp Time Payout, HC Sheriff's Office
- f.** Billy LaPorte Comp Time Payout, HC Sheriff's Office
- g.** Craig Lessar Comp Time payout, HC Sheriff's Office
- h.** Marc Sanchez Comp Time Payout, HC Sheriff's Office
- i.** Dan Mathews Comp Time Payout, HC Sheriff's Office
- j.** Tre'von Perry Comp Time Payout, HC Sheriff's Office
- k.** Victoria Sanchez Comp Time Payout, HC Sheriff's Office
- l.** David McCaslin Completion of Introductory Period, Road and Bridge
- m.** Leon Medina Wage Increase, HC Sheriff's Office

**4. PUBLIC COMMENT**

**5. APPOINTMENTS**

**6. LAND USE**

- a.** Shkyview Ranch LLC Bulk Water Application

## **7. ACTION ITEMS**

- a.** Resolution #24-39 for CR 565 Vacation
- b.** Resolution #24-40 for Vacation of Teton Ridge Road and Yosemite Lane
- c.** PO #306 Good Year Tire and Rubber
- d.** PO #307 Eaton Sales and Service LLC
- e.** PO #309 MHC Kenworth-Pueblo
- f.** PO #311 Gould Land Surveying
- g.** 2025 Health Insurance Rates and Contributions
- h.** Clerk and Recorder Office Copier Lease Agreement
- i.** Commissioners Office Copier Lease Agreement
- j.** Baker Tilly Master Planning & RLF Agreement
- k.** JRA Real Estate Gardner Main Street Project Development Partner Agreement
- l.** 4V1 Airfield Lighting & Signage Improvements Agreement - Electrical Excellence
- m.** Huerfano Parks and Rec District - Walsenburg Riverwalk Project Agreement
- n.** Keeper Security Quote
- o.** DocuSign Renewal Quote
- p.** JAJB Properties Forest Restoration & Wildfire Risk Mitigation Grant Letter of Support
- q.** October 9th 2024 Vendor Run

## **8. STAFF REPORTS**

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

## **9. CORRESPONDENCE**

- a.** Silver Mountain Energy Appreciation Dinner Invitation
- b.** Adams State University Recognition Dinner Invitation
- c.** La Clinica Open House and Birthday Party Invitation
- d.** CORA Request 2024 Data and Updates
- e.** September 2024 Bulk Water Monthly Volume Report
- f.** September 2024 GPID Billing Register
- g.** September 2024 GPID System Totals Report

## **10. EXECUTIVE SESSION**

## **11. ADJOURNMENT**

## **12. UPCOMING MEETINGS**

- a.** McKinstry Engineering - 129 Kansas Emergency Operations Center Project



# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING MINUTES

September 24, 2024 at 10:00 AM  
Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089  
Office: 719-738-3000 ex 200 | Fax: 719-738-3996

**1. PLEDGE OF ALLEGIANCE**

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

**2. AGENDA APPROVAL**

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

**Motion made by Commissioner Sporleder**

**Second by Commissioner Wardell**

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

**Motion Passes**

**3. CONSENT AGENDA**

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

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

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

**Motion Passes**

- a. September 17th Meeting Minutes
- b. Spencer Butler Comp Time Payout
- c. Savannah Horton Comp Time Payout
- d. Cathy Pineda Comp Time Payout
- e. Stuart Pino Comp Time Payout
- f. Anthony Thomlinson Resignation
- g. Robert Gilbert Bonus HC Administration
- h. Abatement #24-19 for Randy DeYoung for the year of 2023 and a total of \$2199.34

**4. PUBLIC COMMENT**

**None**

## 5. APPOINTMENTS

- a. Walsenburg Gym Status Update - Kerrie Meyler  
**Kerrie Meyler gave an update on the Walsenburg Gym. She went over their extended hours, staffing adjustments and equipment upgrades with the Board of County Commissioners.**
- b. Coalition for the Unhoused Update - Detective Sergeant Jennifer Lay  
**Detective Sergeant Jennifer Lay on the Coalition and the grant that they received in the total of \$220,125.00. The grant will last for two years and will allow them to hire a systems coordinator to work with the community.**
- c. EcoTech BioFuels - Linda Rose  
**CEO Linda Rose Meyers and Engineer Daniel Parker presented a slide show to the Board of County Commissioners. They discussed the proposed project site, access to water and the technology behind converting dead trees into biofuel.**

## 6. LAND USE

NONE

## 7. ACTION ITEMS

- a. Memo of Understanding for Control of Confidential Data  
**Motion to approve Memo of Understanding for Control of Confidential Data**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- b. PO #301 for Insight Public Sector Inc.  
**Motion to approve PO #301 for Insight Public Sector Inc. for a total of \$3,606.41**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- c. Contexture Software Agreements for HC Coroner's Office  
**Motion to approve Contexture Software Agreements for Huerfano County Coroner's Office with the condition of Attorney Review.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- d. Monitoring Service Agreement for Security Cameras  
**Motion to approve Monitoring Service Agreement for Security Cameras**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**

- e. CMP HPRD Approval to Apply  
**Motion to approve the application to Huerfano Parks & Recreation Special District for a Mini-Grant in the amount of \$15,000 with \$3,750 in local match fo Cuchara Mountain Park.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- f. RACC Kiosk HPRD Approval to Apply  
**Motion to approve the application to Huerfano Parks & Rec Special District for a Mini-Grant in the amount of \$15,000 with \$3,750 in local match for the Ray Aguirre Community Center.**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- g. HC DHS HRP Grant Application Approval  
**Motion to approve the application to Colorado Division of Housing's Homelessness Resolution Program in the amount of \$60,200 with no local match dollars.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- h. American Fidelity Agreement  
**Motion to approve the American Fidelity Agreement**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- i. September 25th Vendor Run  
**Motion to approve the September 25th Vendor Run in the amount of \$243,191.70**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- j. HCED Support Request  
**Motion to approve the HCED Support Request in the amount of \$11,000**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**

## 8. STAFF REPORTS

- a. County Administrator  
**County Administrator Carl Young stated that due to upcoming budget season he had no report this meeting.**

- b. County Attorney  
NONE

**9. CORRESPONDENCE**

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

- a. August 2024 Treasurers Fund Ledger
- b. Letter from the Office of the State Auditor
- c. Memo From Joann Groff, Property Tax Administrator
- d. Assessor's 2024 Annual Audit Final Report
- e. August 2024 Revenue and Expense Report
- f. Leave Balances as of September 13, 2024

**10. EXECUTIVE SESSION**

NONE

**11. ADJOURNMENT**

**Motion to adjourn meeting at 11:30 AM**

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

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

**Motion Passes**

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

**COMMISSIONERS:**

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**Arica Andreatta, Chairman**

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**Karl Sporleder**

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**Mitchell Wardell**



# BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING MINUTES

October 01, 2024 at 10:00 AM

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

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

**1. PLEDGE OF ALLEGIANCE**

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

**2. AGENDA APPROVAL**

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

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

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

**Motion Passes**

**3. CONSENT AGENDA**

**NONE**

**4. PUBLIC COMMENT**

**NONE**

**5. APPOINTMENTS**

**NONE**

**6. LAND USE**

**NONE**

**7. ACTION ITEMS**

**NONE**

**8. CORRESPONDENCE**

**NONE**

**9. STAFF REPORTS**

- a. County Administrator  
**NONE**
- b. County Attorney  
**NONE**

**10. EXECUTIVE SESSION**

- a. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b).  
  
For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6-402(4)(e). **County Water Rights Negotiations with HCWCD**
- b. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **County Attorney Update: Burch Case, Health Care Partners Foundation, Stimple Case**

**Motion to go into executive session at 10:04 AM**

**Motion made by Commissioner Sporleder**

**Second by Commissioner Wardell**

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

**Motion Passes**

**No decision will be made in or out of executive session**

**11. ADJOURNMENT**

**Motion to adjourn meeting at 12:17 AM**

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

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

**Motion Passes**



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

**COMMISSIONERS:**

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**Arica Andreatta, Chairman**

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**Karl Sporleder**

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**Mitchell Wardell**

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		9/26/2024
NAME: <b>Caleb Diggs</b>	PAYROLL :	10/11/2024

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


CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Patrol Deputy
DEPARTMENT		Sheriff's Office
HOURS		
ANNUAL SALARY		Comp Time Payout
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt


**REASON FOR CHANGE**

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

COMMENTS, IF NECESSARY

**Motion to Approve the Comp time payout of 167.14 hours to Caleb Diggs in the amount of \$4,420.85.**

  
 \_\_\_\_\_ 09/26/2024  
 Elected Official / Department Head Date

  
 \_\_\_\_\_ 9/26/2024  
 Human Resources Officer Date

\_\_\_\_\_  
 Chairman Date

\_\_\_\_\_  
 Budget Officer Date

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		9/26/2024
NAME: <b>Roman Hijar</b>	PAYROLL :	10/11/2024

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Patrol Sergeant
DEPARTMENT		Sheriff's Office
HOURS		
ANNUAL SALARY		Comp Time Payout
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

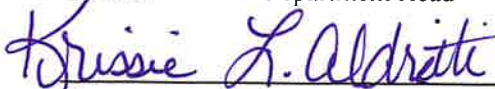
**REASON FOR CHANGE**

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

COMMENTS, IF NECESSARY

**Motion to Approve the Comp time payout of 179.10 hours to Roman Hijar in the amount of \$5,253.00.**

  
 \_\_\_\_\_ 09/26/2024  
 Elected Official / Department Head Date

  
 \_\_\_\_\_ 9/26/2024  
 Human Resources Officer Date

\_\_\_\_\_  
 Chairman Date

\_\_\_\_\_  
 Budget Officer Date

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		9/19/2024
NAME: <b>Lea Vigil</b>	PAYROLL :	10/11/2024

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


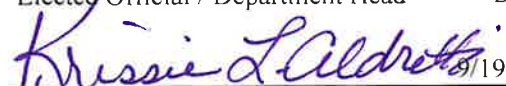
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		<b>Detention Lieutenant</b>
DEPARTMENT		<b>Jail</b>
HOURS		
ANNUAL SALARY		<b>Comp Time Payout</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	<b>Non-Exempt</b>	<b>Non-Exempt</b>

**REASON FOR CHANGE**

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

COMMENTS, IF NECESSARY

**Motion to Approve the Comp time payout of 108.46 hours to Lea Vigil in the amount of \$2,867.94.**

  
 \_\_\_\_\_ 09/19/2024  
 Elected Official / Department Head      Date  
  
 \_\_\_\_\_ 9/19/2024  
 Human Resources Officer      Date

\_\_\_\_\_  
 Chairman      Date  
 \_\_\_\_\_  
 Budget Officer      Date

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		9/23/2024
NAME: <b>Billy LaPorte</b>	PAYROLL :	10/11/2024

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


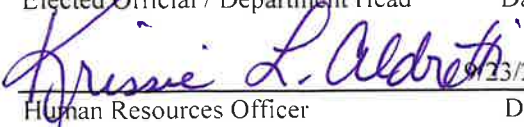
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Captian
DEPARTMENT		Sheriff's Office
HOURS		
ANNUAL SALARY		Comp Time Payout
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

**REASON FOR CHANGE**

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

COMMENTS, IF NECESSARY

**Motion to Approve the Comp time payout of 141.0 hours to Billy LaPorte in the amount of \$4,699.53.**

  
 \_\_\_\_\_ 09/23/2024  
 Elected Official / Department Head Date  
  
 \_\_\_\_\_ 9/23/2024  
 Human Resources Officer Date

\_\_\_\_\_  
 Chairman Date  
 \_\_\_\_\_  
 Budget Officer Date

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		9/26/2024
NAME: <b>Craig Lessar</b>	PAYROLL:	10/11/2024

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Patrol Captain
DEPARTMENT		Sheriff's Office
HOURS		
ANNUAL SALARY		Comp Time Payout
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

**REASON FOR CHANGE**


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

COMMENTS, IF NECESSARY

**Motion to Approve the Comp time payout of 308.76 hours to Craig Lessar in the amount of \$10,439.18.**

  
 Elected Official / Department Head      09/26/2024  
 Date

\_\_\_\_\_  
 Chairman      Date

  
 Human Resources Officer      9/26/2024  
 Date

\_\_\_\_\_  
 Budget Officer      Date

\_\_\_\_\_  
 Date Inputed Into System

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		9/23/2024
NAME: <b>Marc Sanchez</b>	PAYROLL :	10/11/2024

CHANGE OF ADDRESS/PHONE	STREET
	CITY STATE / ZIP
	TELEPHONE


CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Detention Lieutenant
DEPARTMENT		Jail
HOURS		
ANNUAL SALARY		Comp Time Payout
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

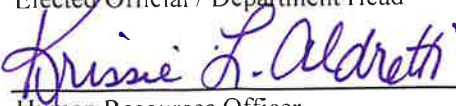
**REASON FOR CHANGE**

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

COMMENTS, IF NECESSARY

**Motion to Approve the Comp time payout of 11.15 hours to March Sanchez in the amount of \$203.70.**

 \_\_\_\_\_ 09/23/2024  
 Elected Official / Department Head Date

 \_\_\_\_\_ 9/23/2024  
 Human Resources Officer Date

\_\_\_\_\_  
 Chairman Date

\_\_\_\_\_  
 Budget Officer Date

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		9/26/2024
NAME: <b>Dan Mathews</b>	PAYROLL:	10/11/2024

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Patrol Deputy
DEPARTMENT		Sheriff's Office
HOURS		
ANNUAL SALARY		Comp Time Payout
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

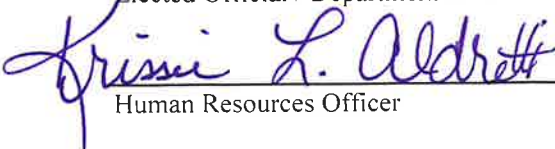
**REASON FOR CHANGE**

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

COMMENTS, IF NECESSARY

**Motion to Approve the Comp time payout of 332.11 hours to Dan Mathews in the amount of \$8,784.31.**

 09/26/2024  
Elected Official / Department Head Date

 9/26/2024  
Human Resources Officer Date

\_\_\_\_\_  
Chairman Date

\_\_\_\_\_  
Budget Officer Date

\_\_\_\_\_  
Date Inputed Into System



HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>	EFFECTIVE DATE
	9/27/2024
NAME: <b>Tre'von Perry</b>	PAYROLL : <b>10/11/2024</b>

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Patrol Deputy
DEPARTMENT		Sheriff's Office
HOURS		
ANNUAL SALARY		Comp Time Payout
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

**REASON FOR CHANGE**

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

COMMENTS, IF NECESSARY

**Motion to Approve the Comp time payout of 62.24 hours to Tre'von Perry in the amount of \$1,646.25.**

  
 \_\_\_\_\_ 09/27/2024  
 Elected Official / Department Head      Date

  
 \_\_\_\_\_ 9/27/2024  
 Human Resources Officer      Date

\_\_\_\_\_  
 Chairman      Date

\_\_\_\_\_  
 Budget Officer      Date

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		9/19/2024
NAME: <b>Victoria Sanchez</b>	PAYROLL :	10/11/2024

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Detention Lieutenant
DEPARTMENT		Jail
HOURS		
ANNUAL SALARY		Comp Time Payout
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

**REASON FOR CHANGE**

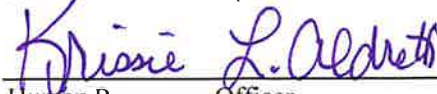
- |           |                              |                               |
|-----------|------------------------------|-------------------------------|
| NEW HIRE  | RESIGNATION                  | LENGTH OF SERVICE INCREASE    |
| REHIRED   | RETIREMENT                   | REEVALUATION OF CURRENT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

COMMENTS, IF NECESSARY

**Motion to Approve the Comp time payout of 54.12 hours to Victoria Sanchez in the amount of \$988.73.**

  
 \_\_\_\_\_ 09/19/2024  
 Elected Official / Department Head Date

\_\_\_\_\_  
 Chairman Date

  
 \_\_\_\_\_ 9/19/2024  
 Human Resources Officer Date

\_\_\_\_\_  
 Budget Officer Date

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>	EFFECTIVE DATE
	<b>9/19/2024</b>
NAME: <b>David McCaslin</b>	PAYROLL : <b>10/11/2024</b>

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	<b>Mechanic/Operator</b>	<b>Mechanic/Operator</b>
DEPARTMENT	<b>Road &amp; Bridge</b>	<b>Road &amp; Bridge</b>
HOURS	<b>Full Time</b>	<b>Full Time</b>
ANNUAL SALARY	<b>\$49,500.00</b>	<b>\$52,500.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	<b>Non-Exempt</b>	<b>Non-Exempt</b>

**REASON FOR CHANGE**

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

COMMENTS, IF NECESSARY

**Motion to Approve a Wage Increase for David McCaslin from \$49,500.00 to \$52,500.00 for the Satisfactory Completion of his Six Month Probationary Period.**

\_\_\_\_\_  
Elected Official / Department Head      Date

*Angela Wakeman*      09.19.2024  
\_\_\_\_\_  
Human Resources Officer      Date

\_\_\_\_\_  
Chair, Board of County Commissioners      Date

\_\_\_\_\_  
Budget Officer      Date

**GREEN SHEET/STATUS CHANGE**

EFFECTIVE DATE

9/21/2024

Item 3m.

NAME: **Leon Medina** PAYROLL: **10/11/2024**

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

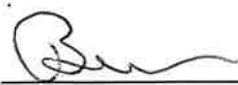
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Judicial Security Guard	Judicial Security Guard
DEPARTMENT	Sheriff's Office	Sheriff's Office
HOURS		
ANNUAL SALARY	\$35,854.00	\$46,000.00
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

**REASON FOR CHANGE**


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

COMMENTS, IF NECESSARY

**Motion to Approve a bonus in the ammount of \$2,732.80 the differece per pay period starting July 1, 2024 through September 21, 2024 dueto the Judicial Security Grant being awarded. Starting September 22, 2024 the salary will be at \$46,000.00.**

 09/27/2024  
Elected Official / Department Head Date

\_\_\_\_\_  
Chairman Date

 9/27/2024  
HR Liaison Date

\_\_\_\_\_  
Budget Officer Date

\_\_\_\_\_  
Date Inputed Into System



401 Main Street,  
Walsenburg, CO 81089

719-738-1220 Ext.103

**BULK-24-0008** **Bulk Water Application**

SITE ADDRESS: NO SITUS ADDRESS

PROJECT NAME: Lor- Bulk Water EXPIRES: 03/24/2025

**PARCEL: 1713830**

**Permit Request:**  
Water for use when visiting

**APPLICANT:** Shkyview Ranch LLC  
156 Huron  
BRECKENRIDGE, CO 80424  
301-367-9245

**OWNER:** Shkyview Ranch LLC  
156 Huron Road  
BRECKENRIDGE, CO 80424

**PERMIT INFO:**  
User Type: Non County Resident  
Full-time resident: No, I Am A Part Time Or Seasonal Resident  
Residence on property: No  
Electrical Service: No

VALUATION:	<u>Quantity</u>	<u>Value</u>	<u>FEES:</u>	<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** \_\_\_\_\_

\_\_\_\_\_



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

September 30, 2024

This Letter is concerning Dara Lor (Shkyview Ranch LLC) permit BULK-24-0008, Lot 30, Unit DD, Colorado Land and Grazing in Gardner, parcel number 1713830. The property has no structures. The property was investigated, there are no code violations on this property.

The applicant wants to have access to water when visiting.

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)

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Account 1713830 Flag R LEGAL DESCRIPTION  
 Name SHKYVIEW RANCH, LLC LOT 30 UNIT DD CL&G RANCH  
 Address 1 156 HURON RD 383-966-967 385-37-38-39-40  
 Address 2 385-822-826 404693 431477  
 Address 3 431478 432202  
 Address 4 BRECKENRIDGE  
 State/Zip CO 80424 0000  
 Property  
 Map Num 28-4877-302-04-030  
 Prev Name1 LOR, DARA HOK  
 Prev Name2 WEEGE LIVING TRUST

Item 6a.

Use 4147	City 00000	Subdv 0126	VALUES-ASSD	TAXABLE	EXEMPT
Anlys 000	Tax/Dst 1GS	Zone BQ	LAND	956	
Exempt	Late File	Advrt Y	NOV #		
ACRES: Master	Legal	Value	TOTALS	956	
0000003500	000	3500	Ignore PP \$	14508	Exemption N
			NOV #	NOD #	

CHANGES

Parcel On 02/05/2024	By COHUPTON	CMD1-Value Change	CMD2-Legal Change
Name On 02/05/2024	By COHUPTON	CMD3-Both Changes	CMD4-Sales Change
Values On 05/27/2009	By NELSON		
Legal On 02/05/2024	By COHUPTON	CMD22-Abort Entry	HELP-More Details

**RESOLUTION NO. 24-39**

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

**A RESOLUTION VACATING THE PRESCRIPTIVE EASEMENT OF COUNTY  
ROAD 565**

**WHEREAS**, The County of Huerfano, Colorado owns and maintains a prescriptive easement on County Road 565; and

**WHEREAS**, the legal description is attached to this resolution as Exhibit A; and

**WHEREAS**, the County of Huerfano no longer desires to use, or own this prescriptive easement; and

**WHEREAS**, the County of Huerfano, its citizens, and the property owners will not be harmed by the vacation of this prescriptive easement; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Huerfano County that the County will vacate their prescriptive easement on the property commonly known as County Road 565, and further shown in Exhibit A. This resolution shall be recorded with the Huerfano County Clerk and Recorder

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS \_\_\_day of \_\_\_\_\_ 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
Arica Andreatta, Chairman

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

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



**RESOLUTION NO. 24-40**

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

**A RESOLUTION VACATING PORTIONS OF TETON RIDGE ROAD AND YOSEMITE LANE**

WHEREAS, JJH Property 3, LLC submitted Land Use Application 22-54, which included a request to vacate portions of Teton Ridge and Yosemite Lane and an amendment to the plat reconfiguring Tracts B1, B2, B3, L2 and L3 into eight new parcels; and,

WHEREAS, the County of Huerfano recognizes the removal of access easements described on Tracts L2 and L3 by the District Court of Huerfano County, Colorado in Quiet Title Case No. 2023CV30049; and,

WHEREAS, the map amendment and road vacation, attached to this resolution, was approved by the Board of County Commissioners on May 14, 2024, following a public hearing; and,

WHEREAS, the public shall be granted access to portions of Parcel E and G as long as they remain undeveloped; and,

WHEREAS, the County of Huerfano, its citizens, and the property owners will not be harmed by this map amendment and road vacation; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Huerfano County, Colorado, that the portion of Teton Ridge Drive and Yosemite Lane on the property owned by JJH Property 3, LLC described in the approved plat amendment map is vacated.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 8<sup>th</sup> day of OCTOBER 2024.



BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
Arica Andreatta, Chairman

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

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

ATTEST:

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

# PURCHASE ORDER

## Huerfano County

Purchase Order#: 306

Purchase OrderDate: 9/26/2024

Vendor: **GOODYEAR TIRE & RUBBER / 8101**  
**3108 N STONE AVE**  
**COLORADO SPRINGS, CO 80907**

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

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
tires	1	\$11,591.24	\$11,591.24	002-43040-51505
TOTAL:			\$11,591.24	

### NOTES:

Grader tires

### APPROVALS:

Approving Authority:

Budget Officer:



THE GOODYEAR TIRE & RUBBER CO.  
3108 N STONE AVE  
COLORADO SPRINGS, CO 80907  
719-634-6661 Fax 719-630-8825

Item 7c.

QUOTE NO.  
~~~173-1052579~~~

\*\*\* PRICE ESTIMATE \*\*\* QUOTE \*\*\* DO NOT PAY! \*\*\*  
\*\*\* PRICE ESTIMATE \*\*\* QUOTE \*\*\* DO NOT PAY! \*\*\*

680891-0001  
HUERFANO COUNTY GOVERNMENT  
401 MAIN ST  
STE 306  
WALSENBURG, CO 81089  
719-738-3000

PAGE 01  
QUOTE DATE: 07/08/2024  
DELIVERED TO CUSTOMER  
LOCATION/SREP: 173/HSE  
APPROVAL NUM : G0009120  
2024-07-08 09.13.51 WR  
CLERK: \*\*\* TECH: \*\*\*

| QUANTITY                                                        | PRODUCT NO. | DESCRIPTION                | FET   | UNIT PRICE | T<br>A<br>X | AMOUNT   | LINE |
|-----------------------------------------------------------------|-------------|----------------------------|-------|------------|-------------|----------|------|
| *** NOT A SALES/DELIVERY DOCUMENT, ESTIMATE CASH PRICE ONLY *** |             |                            |       |            |             |          |      |
| *** PRICE EXPIRATION DATE: 2024-08-07 ***                       |             |                            |       |            |             |          |      |
| 6                                                               | 1482282     | GY 14.00R24 AS 3A G3 TL 2* | 0.00* | 1926.40    |             | 11558.40 | 00   |
| 6                                                               | 9260002     | COLO. WASTE TIRE FEE       |       | 0.55       |             | 3.30     | 00   |
| 1                                                               | 5180001     | FUEL SURCHARGE             |       | 29.54      |             | 29.54    | 00   |

The Tire Industry Association (TIA) recommends re-torque at 50-100 miles.

Disposal fees may apply in some areas.

Shop supply fees cover miscellaneous materials used in servicing your vehicle that do not appear elsewhere on this invoice and for profit.

Section 30-20-1403, Colorado Revised Statutes, requires retailers to collect a waste tire fee set by the solid and hazardous waste commission of the sale of each new motor vehicle tire and each new trailer tire

002.43040.51505  
Grader tires to have on hand.

|        |           |           |
|--------|-----------|-----------|
| TERMS: | SUB-TOTAL | 11,591.24 |
|        | SALES TAX | (0.00)    |
|        | TOTAL AMT | 11,591.24 |

PAYABLE IN U.S. FUNDS

No further discounts allowed. It is agreed that title to the above described property shall remain in the name of the seller until paid or in full, and that upon default in payment, seller shall be entitled to take possession thereof without notice to the purchaser.

If the total amount due is paid in full within terms, no FINANCE CHARGE will be incurred on that amount; otherwise, a FINANCE CHARGE will be computed on the previous balance after deducting payments and credit received during the current month. The

FINANCE CHARGE is computed at a periodic rate of 0.82500 which is an annual percentage rate of 9.90000

Seller warrants that the tires are the size and tread design as stated above. SELLER MAKES NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, SPECIFICALLY, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Seller's sole obligation to Buyer for nonconforming tires shall be prorated a refund of purchase price. Seller shall not be liable for any indirect, consequential or other damages. No person is authorized to modify or waive the limitations herein, whether orally or in writing. and returned goods must be accompanied by this bill.

# PURCHASE ORDER

## Huerfano County

Purchase Order#: 307

Purchase OrderDate: 9/26/2024

Vendor: **EATON SALES & SERVICE LLC-007 / 5629**  
**610 EAST BROOKSIDE**  
**COLORADO SPRINGS, CO 80905**

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

### Order Description:

| DESCRIPTION  | QUANTITY | UNIT PRICE | TOTAL COST | LEDGER          |
|--------------|----------|------------|------------|-----------------|
| Replace Igem | 1        | \$2,015.82 | \$2,015.82 | 002-43040-51507 |
| TOTAL:       |          |            | \$2,015.82 |                 |

### NOTES:

Replacement of Igem board in Jet-A dispenser

### APPROVALS:

Approving Authority:

Budget Officer:



Location:

SPANISH PEAKS AIRPORT  
1064 CR 101  
WALSENBURG CO 81089

Quote for service call - R/P R/P troubleshoot their JETA tank, there are having issues again.  
09-24-24 Need quote

Arrived on site and spoke to Dustin. Jet-A dispenser is not doing anything and not showing price and authorized. I see the Igem does not have any activity on the lights. I tried connecting with no success, I tried to hard reset the board for boot straps with no success. I see a blown chip on Igem. Igem needs to be replaced. Customer needs a quote for this.

Travel \$ 520.00  
Labor \$ 520.00  
WAYWM001908-0014-R x1 Igem fully populated for Wayne select \$ 899.37  
Consumables \$ 0.00  
Mileage 50 = \$ 00.00  
Fuel Surcharge \$ 00.00  
Tax 8.050% \$ 76.45  
  
Total \$ 2,015.82

Again, we thank you for your business & patronage

Maria Herring  
303-296-5711  
[Mariah@eatonmetal.com](mailto:Mariah@eatonmetal.com)

**\*\*\*\*Please note this estimate/proposal can change at any time due to unforeseen problems we run into at the time on installation/ repair\*\*\*\***

002.43040. 51507  
Replacement of Igem board.  
In Jet-A Dispenser

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

Item 7e.

Purchase Order#: 309

Purchase OrderDate: 9/26/2024

Vendor: **MHC KENWORTH-PUEBLO / 2182**  
**PO BOX 879269**  
**KANSAS CITY, MO 64187-9269**

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

**Order Description:**

| DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL COST | LEDGER          |
|-------------|----------|------------|------------|-----------------|
|             | 1        | \$6,156.51 | \$6,156.51 | 002-43040-51659 |
|             |          | TOTAL:     | \$6,156.51 |                 |

**NOTES:**

Tire chains and repair chain for all snow equipment

**APPROVALS:**

Approving Authority:

Budget Officer:



SERVICING DEALERSHIP Item 7e.

MHC KENWORTH - PUEBLO  
4425 N. ELIZABETH  
PUEBLO, CO 81008-2039  
1-719-542-4555

|                               |                                        |
|-------------------------------|----------------------------------------|
| <b>Customer Number:</b> 23507 | <b>Control Number:</b> Q00325600067338 |
|-------------------------------|----------------------------------------|

| P.O. # | Terms  | Truck ID | Counterman | Date      |
|--------|--------|----------|------------|-----------|
| .      | CHARGE |          | MIKE N     | 9/26/2024 |

SOLD TO:  
 Huerfano County  
 401 Main St  
 Ste 201  
 Walsenburg CO 81089-2045  
 (719)738-2420

CUSTOMER P/U

| # | PART #          | DESCRIPTION               | ORD | NET     | AMOUNT  |
|---|-----------------|---------------------------|-----|---------|---------|
| 1 | USA2615S10MMPW  | PEWAG "ALL SQUARE" - HEAV | 2   | 1041.90 | 2083.80 |
| 2 | USA4448S8.2MMPW | PEWAG MUD SERVICE - DUALS | 1   | 607.71  | 607.71  |
| 3 | 3012USAPW       | PEWAG SQUA RE BULK 12MM   | 100 | 18.37   | 1837.00 |
| 4 | 3008USAPW       | PEWAG "ALL SQUARE" CROSS  | 200 | 6.77    | 1354.00 |
| 5 | 409USAPW        | PEWAG CROS S CHAIN HOOKS  | 200 | 1.37    | 274.00  |

*002.43040.51659*  
*Tire Chains and repair chain for all snow equipment*

C TOTAL -- 6,156.51

# PURCHASE ORDER

## Huerfano County

Purchase Order#: 311

Purchase OrderDate: 10/4/2024

Vendor: **Gould Land Surveying / 8504**  
**PO Box 7123**  
**Woodland Park, CO 80863**

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

**Order Description:**

| DESCRIPTION    | QUANTITY | UNIT PRICE | TOTAL COST | LEDGER          |
|----------------|----------|------------|------------|-----------------|
| Land Surveying | 1        | \$4,181.25 | \$4,181.25 | 001-47900-51618 |
| Land Surveying | 1        | \$4,181.25 | \$4,181.25 | 001-50100-51310 |
| TOTAL:         |          |            | \$8,362.50 |                 |

**NOTES:**

land surveying down payment and invoice 2293-topo

**APPROVALS:**

Approving Authority:

Budget Officer:



001-50100-51310

001-4900-51618

**LAS ANIMAS-HUERFANO COUNTIES**

**District Health Department**

412 Benedicta Avenue

Trinidad, CO 81082-2095

(719) 846-2213

**INVOICE**

**TO:** Huerfano County Commissioners

10/03/24

401 Main St.

Walsenburg, CO 81089

Attn: Carl Young

| Date     | Description                              | Per unit  | Amount      |
|----------|------------------------------------------|-----------|-------------|
| 02/17/24 | Gould Land Surveying (Down Payment)      | 2,400.00  | 1,200.00    |
| 09/22/23 | Gould Land Surveying (invoice 2293-Topo) | 11,925.00 | 7,162.50    |
| Total    |                                          |           | \$ 8,362.50 |

4181.25



## MEMORANDUM

---

**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** October 8, 2024

**ITEM NAME:** 2025 Health Insurance Rates and Contributions

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

**SUMMARY:** This is a request to confirm a change in the County’s health insurance provider to 39 North for health insurance and the Standard for dental vision and life insurance. On September 17 we met with County employees to discuss this potential change and related impacts. After discussion with County employees and back and forth with One Digital and 39 North, we are confident in this change. Consistent with what we presented to employees, we recommend an employer contribution rate set at 95% of the base plan, These monthly rates for employees and the County are listed in the attached documents.

**RECOMMENDATION:** Motion to authorize the Chair and the County Administrator to take all necessary steps and sign such documentation to switch the County from the County Health Pool to 39 North and the Standard beginning January 1, 2025.

**BACKGROUND:** See attached Monthly Rates and Contributions as well as the slides from our September 17 staff meeting.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

NOTES:

## Huerfano County

January 1, 2025

### Monthly Rates and Contributions

| Plan / Tier                  | Total Cost  | Employee Contribution | Employer Contribution | Employee Bi-Weekly | County Contribution |
|------------------------------|-------------|-----------------------|-----------------------|--------------------|---------------------|
| <b>Medical - Platinum</b>    |             |                       |                       |                    | 95% of HDHP         |
| Employee                     | \$ 831.92   | \$ 238.79             | \$ 593.13             | \$ 110.21          |                     |
| Employee & Spouse            | \$ 1,732.60 | \$ 541.02             | \$ 1,191.59           | \$ 249.70          |                     |
| Employee & Child(ren)        | \$ 1,325.50 | \$ 404.36             | \$ 921.14             | \$ 186.63          |                     |
| Family                       | \$ 2,349.56 | \$ 748.08             | \$ 1,601.48           | \$ 345.27          |                     |
| <b>Medical - Gold 3T</b>     |             |                       |                       |                    |                     |
| Employee                     | \$ 655.83   | \$ 62.70              | \$ 593.13             | \$ 28.94           |                     |
| Employee & Spouse            | \$ 1,343.52 | \$ 151.94             | \$ 1,191.59           | \$ 70.12           |                     |
| Employee & Child(ren)        | \$ 1,032.70 | \$ 111.56             | \$ 921.14             | \$ 51.49           |                     |
| Family                       | \$ 1,814.59 | \$ 213.11             | \$ 1,601.48           | \$ 98.36           |                     |
| <b>Medical - Silver HDHP</b> |             |                       |                       |                    |                     |
| Employee                     | \$ 624.35   | \$ 31.22              | \$ 593.13             | \$ 14.41           |                     |
| Employee & Spouse            | \$ 1,254.30 | \$ 62.72              | \$ 1,191.59           | \$ 28.95           |                     |
| Employee & Child(ren)        | \$ 969.62   | \$ 48.48              | \$ 921.14             | \$ 22.38           |                     |
| Family                       | \$ 1,685.77 | \$ 84.29              | \$ 1,601.48           | \$ 38.90           |                     |

| Plan / Tier    | Total Cost | Employee Contribution | Employer Contribution | Employee Bi-Weekly | County Contribution |
|----------------|------------|-----------------------|-----------------------|--------------------|---------------------|
| <b>Dental</b>  |            |                       |                       |                    | 95%                 |
| Employee       | \$ 28.29   | \$ 1.41               | \$ 26.88              | \$ 0.65            |                     |
| EE + 1         | \$ 56.46   | \$ 2.82               | \$ 53.64              | \$ 1.30            |                     |
| EE + 2 or more | \$ 73.45   | \$ 3.67               | \$ 69.78              | \$ 1.70            |                     |

| Plan / Tier    | Total Cost | Employee Contribution | Employer Contribution | Employee Bi-Weekly | County Contribution |
|----------------|------------|-----------------------|-----------------------|--------------------|---------------------|
| <b>Vision</b>  |            |                       |                       |                    | 95%                 |
| Employee       | \$ 6.94    | \$ 0.35               | \$ 6.59               | \$ 0.16            |                     |
| EE + 1         | \$ 13.82   | \$ 0.69               | \$ 13.13              | \$ 0.32            |                     |
| EE + 2 or more | \$ 17.96   | \$ 0.90               | \$ 17.06              | \$ 0.41            |                     |

| Plan / Tier          | Total Cost | Employee Contribution | Employer Contribution | Employee Bi-Weekly | County Contribution |
|----------------------|------------|-----------------------|-----------------------|--------------------|---------------------|
| <b>Life/AD&amp;D</b> |            |                       |                       |                    | 100%                |
| Employee = \$10k     | \$ 2.10    | \$ -                  | \$ 2.10               | \$ -               |                     |
| Spouse = \$5k        | \$ 1.86    | \$ -                  | \$ 1.86               | \$ -               |                     |
| Child(ren) = \$2k    | \$ 1.86    | \$ -                  | \$ 1.86               | \$ -               |                     |



# County Staff Meeting

September 17, 2024

# County Benefits

- Last year there was a 15% increase in health insurance costs
  - As a result, the County shifted the benefit rate from 85% to 75%
- This summer we explored the health insurance market
  - Reviewed Public Sector Healthcare Group and One Digital
  - One Digital included several insurance carriers
- Last week the County Health Pool announced a 9% increase for 2025
- **Recommendation:** switch to One Digital for health insurance and related benefits

# Recommended Health Insurance: 39 North / First Health

- 39 North uses the First Health Network
  - First Health Group Corporation is a wholly owned subsidiary of Aetna
- Four Tier System
  - Employee Only
  - Employee + Spouse
  - Employee + Child(ren)
  - Employee + Family
- 2025 Rates include significant savings that will allow the County raise the benefit rate.
- Recommending 3 Options for Employees
  - Silver HDHP - Similar to Current HDHP
  - Gold 3T - Similar to B2000
  - Platinum - Similar to Plan A
- Total Cost presented in the table
- <https://www.39n.co/>

| Tier                    | Silver HDHP | Gold 3T  | Platinum |
|-------------------------|-------------|----------|----------|
| <b>E Only</b>           | 624.25      | 655.83   | 831.92   |
| <b>E+1</b>              | 1,254.30    | 1,343.52 | 1,732.60 |
| <b>E+Child/Children</b> | 969.62      | 1,032.70 | 1,325.50 |
| <b>Family</b>           | 1,685.77    | 1,814.59 | 2,349.56 |

# Recommended Benefit Rate: 95% of Base

| <b>Silver HDHP</b>         | <b>E Only</b> | <b>E+1</b> | <b>E+Child(ren)</b> | <b>E+Family</b> |
|----------------------------|---------------|------------|---------------------|-----------------|
| Monthly Insurance Cost     | \$624.25      | \$1,254.30 | \$969.62            | \$1,685.77      |
| Employee Monthly Deduction | \$31.21       | \$62.72    | \$48.48             | \$84.29         |
| Benefit Amount             | \$593.04      | \$1,191.59 | \$921.14            | \$1,601.48      |
| <br>                       |               |            |                     |                 |
| <b>Gold 3T</b>             | <b>E Only</b> | <b>E+1</b> | <b>E+Child(ren)</b> | <b>E+Family</b> |
| Monthly Insurance Cost     | \$655.83      | \$1,343.52 | \$1,032.70          | \$1,814.59      |
| Employee Monthly Deduction | \$62.79       | \$151.94   | \$111.56            | \$213.11        |
| Benefit Amount             | \$593.04      | \$1,191.59 | \$921.14            | \$1,601.48      |
| <br>                       |               |            |                     |                 |
| <b>Platinum</b>            | <b>E Only</b> | <b>E+1</b> | <b>E+Child(ren)</b> | <b>E+Family</b> |
| Monthly Insurance Cost     | \$831.92      | \$1,732.60 | \$1,325.50          | \$2,349.56      |
| Employee Monthly Deduction | \$238.88      | \$541.02   | \$404.36            | \$748.08        |
| Benefit Amount             | \$593.04      | \$1,191.59 | \$921.14            | \$1,601.48      |

# Employee Out of Pocket Comparison

| County Health Pool           |           |                   |                     | County Health Pool           |            |            |                 |
|------------------------------|-----------|-------------------|---------------------|------------------------------|------------|------------|-----------------|
|                              | 2024 HDHP |                   | 39 North            |                              | 2024 B2000 |            | 39 North        |
| Tier                         | 2500      | 2025 HDHP<br>2500 | 2025 Silver<br>HDHP | Tier                         | 2024 B2000 | 2025 B2000 | 2025<br>Gold 3T |
| <b>E Only</b>                | 110.75    | 120.75            | 31.21               | <b>E Only</b>                | 288.75     | 314.75     | 62.79           |
| <b>E+1</b>                   | 206.75    | 225.25            | 62.72               | <b>E+1</b>                   | 541.75     | 590.25     | 151.94          |
| <b>E+Child/<br/>Children</b> |           |                   | 48.48               | <b>E+Child/<br/>Children</b> |            |            | 111.56          |
| <b>E+Family</b>              | 256.75    | 279.75            | 84.29               | <b>E+Family</b>              | 664.75     | 724.75     | 213.11          |



# Recommended Auxiliary Insurance: Standard

- Dental rates are cheaper than CHP
- Vision rates are more expensive
- Life Insurance is a major driver of this recommendation
  - Base life insurance is slightly cheaper than CHP
  - Includes line of duty benefit, addition \$50K for Law Enforcement
  - Able to provide employer paid long term disability insurance for high-risk positions: Sheriff's Office, Road and Bridge, Public Works, and IT
- <https://www.standard.com/>

# Recommended Benefit Rate: 95%

| <b>Standard Dental PPO</b> | <b>E only</b> | <b>E+1</b> | <b>E+Family</b> |
|----------------------------|---------------|------------|-----------------|
| Monthly Insurance Cost     | \$28.29       | \$56.46    | \$73.45         |
| Employee Deduction         | \$1.41        | \$2.82     | \$3.67          |
| Benefit Amount             | \$26.88       | \$53.64    | \$69.78         |

| <b>Standard VSP Choice Vision</b> | <b>E only</b> | <b>E+1</b> | <b>E+Family</b> |
|-----------------------------------|---------------|------------|-----------------|
| Monthly Insurance Cost            | \$6.94        | \$13.82    | \$17.96         |
| Employee Deduction                | \$0.35        | \$0.69     | \$0.90          |
| Benefit Amount                    | \$6.59        | \$13.13    | \$17.06         |

# Budget Impact

| Comparison Using 2024 Employee Choices |                  |                |                | 2025 39 North                   | 2024 Budgeted                   | Difference                  |
|----------------------------------------|------------------|----------------|----------------|---------------------------------|---------------------------------|-----------------------------|
|                                        | 2025 One Digital | 2025 CHP       | 2024 Budgeted  | \$1,413,192.42                  | \$1,424,703.04                  | -\$11,510.62                |
| Health                                 | \$1,334,232.40   | \$1,475,721.00 | \$1,353,717.00 |                                 |                                 |                             |
| Vision                                 | \$60,686.53      | \$57,828.60    | \$57,828.60    | 2025 39 North<br>\$1,413,192.42 | 2025 CTSI<br>\$1,546,707.04     | Difference<br>-\$133,514.62 |
| Dental                                 | \$15,011.98      | \$9,733.50     | \$9,733.50     |                                 |                                 |                             |
| Life                                   | \$3,261.51       | \$3,423.94     | \$3,423.94     |                                 |                                 |                             |
| Total                                  | \$1,413,192.42   | \$1,546,707.04 | \$1,424,703.04 | 2025 CTSI<br>\$1,546,707.04     | 2024 Budgeted<br>\$1,424,703.04 | Difference<br>\$122,004.00  |

Sept 17, 2024

Item 7g.



# Questions?

## imageRUNNER ADVANCE DX C3900 Series

Color  
Low- to Mid-volume  
Multifunction

Print up to 35 ppm (BW/color)

Scan up to 270 ipm (300 dpi) (BW/color, duplex)

Print up to 12" x 18"

2,300-sheet maximum paper capacity

Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology, better **control** sensitive information and print-related costs, and help ensure that technology investments proactively **evolve** with changing needs.



### WORKFLOW EFFICIENCY

- A large, 10.1" responsive and intuitive touchscreen with smartphone-like usability, making operation clear and virtually seamless.
- Consistent interface across the imageRUNNER ADVANCE DX product line, allowing work to proceed effortlessly and with a minimal learning curve.
- A unique, customized experience that can be tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive.<sup>1</sup>
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.



### SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party SIEM\*<sup>2</sup> systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at setup. Includes automatic recovery of boot process for self resiliency.
- McAfee Embedded Control<sup>3</sup> utilizes whitelisting to help protect against malware and tampering of firmware and applications.
- Security settings can be established at once by selecting the environment type in Recommended Security Settings. Security policy settings can be configured from a central location and exported to other supported devices.
- Control access to the device and specific features using a host of flexible authentication methods—PIN code, user name/password, or card access.<sup>4</sup>



### QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V<sup>2</sup> color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability. This includes the 2022-2024 BLI Most Reliable A3 Brand Award from Keypoint Intelligence.



## DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



## COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.



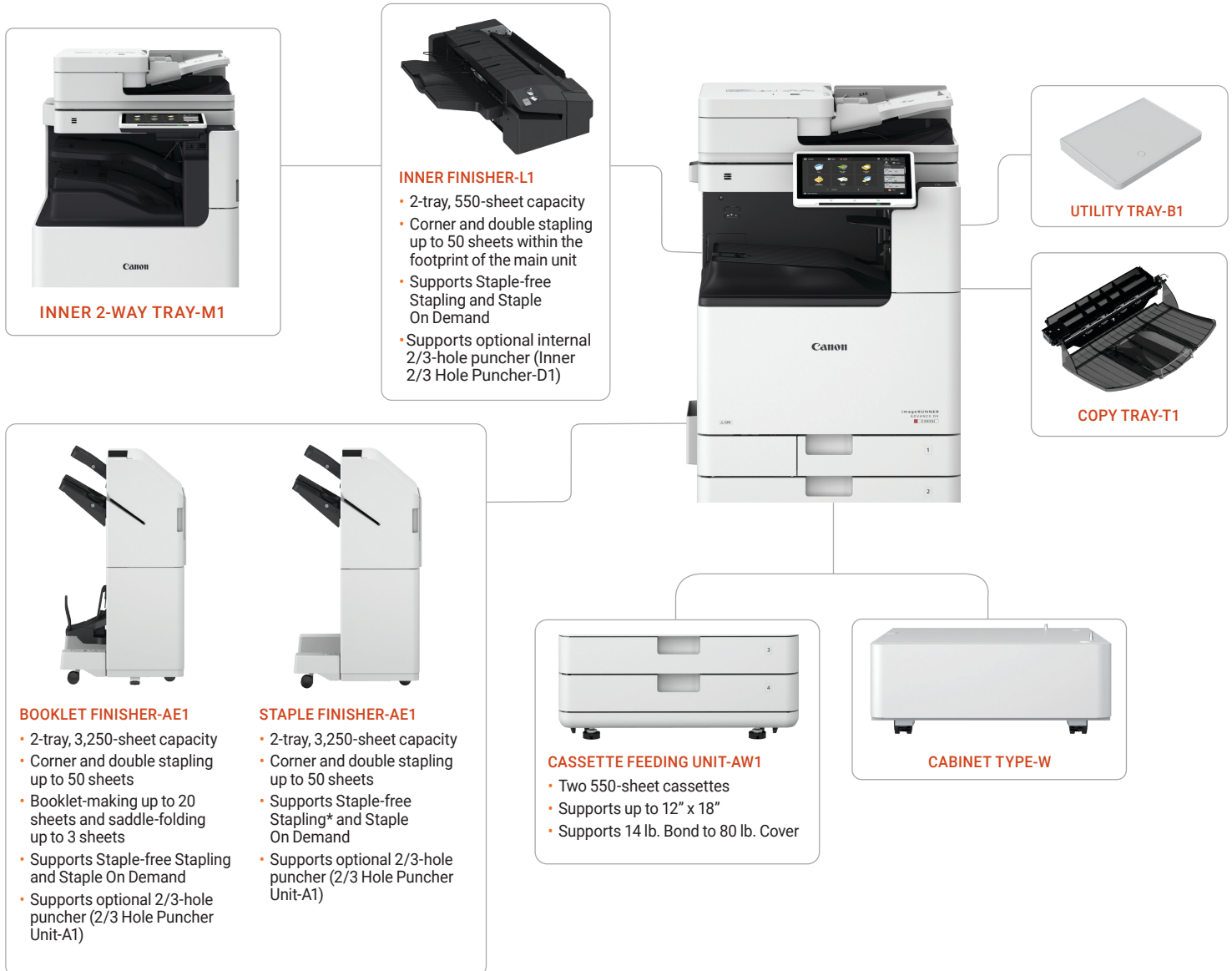
Item 7h.

## SUSTAINABILITY

- A combination of fusing technologies and lower-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Environmentally friendly packaging utilizes recyclable cardboard.
- Drum covers are constructed of regrind plastic, helping to lower environmental impact.
- ENERGY STAR® certified and rated EPEAT® Gold.<sup>5</sup>

## CONFIGURATION OPTIONS

## imageRUNNER ADVANCE DX C3900 Series



\* Staple-Free stapling, up to 10 pages of 17 lb. Bond.

**Main Unit****Type**

Color Laser Multifunctional

**Core Functions**Standard: Print, Copy, Scan, Send, Store  
Optional: Fax**Processor**

1.8 GHz Dual Core Processor

**Control Panel**

10.1" TFT LCD WSVGA Color Touch-panel

**Memory**

3.5 GB RAM

**Solid State Drive**

Standard: 256 GB/Maximum: 1 TB

**Interface Connection**

Network: 1000Base-T/100Base-TX/10Base-T,

Optional: Wireless LAN Board F-1

**Others**Standard: USB 2.0 x1 (Host), USB 3.0 x1 (Host),  
USB 2.0 x1 (Device)

Optional: Copy Control Interface, Serial Interface

**Paper Capacity (LTR, 20 lb. Bond)**

Standard: 1,200 Sheets

Maximum: 2,300 Sheets

**Paper Sources (LTR, 20 lb. Bond)**Standard: Dual 550-sheet Paper Cassettes,  
100-sheet Multipurpose TrayOptional: Dual 550-sheet Paper Cassettes  
(Cassette Feeding Unit-AW1)**Paper Output Capacity (LTR, 20 lb. Bond)**

Standard: 250 Sheets

Maximum: 3,450 Sheets  
(with Staple Finisher-AE1/Booklet  
Finisher-AE1 and Copy Tray-T1)**Finishing Capabilities**

Standard: Collate, Group

With Finishers: Collate, Group, Offset, Staple, Saddle-Stitch,  
Hole Punch, Eco Staple, Staple On Demand**Supported Media Types**Multi-purpose Tray: Thin, Plain, Heavy, Recycled, Coated,  
Color, Tracing, Bond, Transparency,  
Label, Pre-punched, Envelope,  
Postcard, LetterheadUpper Cassette: Thin, Plain, Heavy, Recycled, Color,  
Tracing, Bond, Transparency, Pre-  
punched, Envelope, Postcard, LetterheadLower Cassette: Thin, Plain, Heavy, Recycled, Color,  
Bond, Transparency, Pre-punched,  
Envelope<sup>5</sup>, Postcard, Letterhead**Supported Media Sizes**Multi-purpose Tray: 12"x18", 11"x17", Legal, Letter, Letter-R,  
Executive, Statement, Statement-R  
Custom Size/Free Size: 4" x 5-7/8" to  
12" x 18", Envelopes (COM10 No.10,  
Monarch, ISO-C5, DL), Envelope Custom  
Size (3-7/8" x 3-7/8" to 12-5/8" x 18")Upper Cassette: Letter, Executive, Statement-R  
Custom Size (4-1/8" x 5-7/8" to 11-3/4" x  
8-1/2"), Envelopes (ISO-C5)Lower Cassette: 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Executive, Statement-R, Custom Size  
(4-1/8" x 5-7/8" to 12" x 18"), Envelopes<sup>5</sup>  
(COM10 No.10, Monarch, DL)**Supported Media Weights**Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m<sup>2</sup>)Multipurpose Tray: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m<sup>2</sup>)Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)**Print/Copy Speed (BW and Color)**C3935i: Up to 35 ppm (Letter); Up to 23 ppm  
(Letter-R); Up to 17 ppm (Legal/11" x 17")C3930i: Up to 30 ppm (Letter); Up to 20 ppm  
(Letter-R); Up to 15 ppm (Legal/11" x 17")C3926i: Up to 26 ppm (Letter); Up to 20 ppm  
(Letter-R); Up to 15 ppm (Legal/11" x 17")**Warm-up Time**From Power On: Approx. 10 Seconds<sup>7</sup>From Sleep Mode: Approx. 10 Seconds<sup>8</sup>Quick Startup Mode: Approx. 4 Seconds<sup>9</sup>**Dimensions (W x D x H)**22-1/4" x 28-1/2" x 35-3/8" (565 mm x 722 mm x 897 mm)<sup>10</sup>**Installation Space (W x D)**Basic: 38-1/2" x 44-1/8" (978 mm x 1119 mm)<sup>11</sup>Fully Configured: 65" x 44-1/8" (1651 mm x 1119 mm)<sup>12</sup>**Weight**

Approx. 187.4 lb. (85 kg) including toner

**Print Specifications****Print Resolution (dpi)**

1200 x 600, 1200 x 1200

**Standard Page Description Languages**UFR II, PCL<sup>®</sup> 6, Adobe<sup>®</sup> PS<sup>®</sup> 3**Supported File Types**

PDF, TIFF, JPEG, EPS, XPS

**Printing from Mobile Devices and Cloud-based Services**A range of standard and optional software and MEAP-based solutions (including AirPrint, Mopria, Universal Print by Microsoft<sup>®</sup>, Canon PRINT Business, and uniFLOW Online) are available to provide printing from mobile devices or internet-connected devices and cloud-based services depending on your requirements. Please contact your sales representative for further information.**Fonts**PCL: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT J/K/S/T (Japanese,  
Korean, Simplified and Traditional  
Chinese),<sup>13</sup> Barcode Fonts<sup>14</sup>

PS: 136 Roman

**Operating System<sup>15</sup>**UFR II/PS: Windows<sup>®</sup> 10/11/Server 2012/Server 2012  
R2/Server 2016/Server 2019/Server 2022,  
macOS (10.13 or later)PCL: Windows<sup>®</sup> 10/11/Server 2012/Server 2012  
R2/Server 2016/Server 2019/Server 2022PS: Windows<sup>®</sup> 10/11/Server 2012/Server 2012  
R2/Server 2016/Server 2019/Server 2022,  
macOS (10.13 or later)PPD: Windows<sup>®</sup> 10/11, macOS (10.13 or later)**Copy Specifications****First-Copy-Out Time (LTR)**C3935i: Approx. 5.5 seconds (BW)/  
7.4 seconds (Color)C3930i/ C3926i: Approx. 6.1 seconds (BW)/  
8.4 seconds (Color)**Copy Resolution (dpi)**

600 x 600

**Multiple Copies**

Up to 999

**Magnification**

25%-400% (1% Increments)

**Preset Reduction/Enlargement**25%, 50%, 64%, 73%, 78%, 100% (1:1), 121%, 129%, 200%,  
400%**Scan Specifications****Type**Single-pass Duplexing Automatic Document Feeder<sup>16</sup>**Document Feeder Paper Capacity**

Up to 200 Sheets (20 lb. Bond)

**Document Feeder Supported Media Sizes**11" x 17", Legal, Letter, Letter-R, Statement, Statement-R,  
Custom Size: 2-3/4" x 5-1/2" to 12" x 17" (69.9 mm x 139.7  
mm to 304.8 mm x 431.8 mm)**Document Feeder Supported Media Weights**BW/Color 13.3 lb. Bond to 80 lb. Cover (50 to  
Original: 220 g/m<sup>2</sup>)**Platen Acceptable Originals**

Sheet, Book, 3-Dimensional Objects

**Platen Maximum Scanning Size**

Up to 11-3/4" x 17" (297.0 mm x 431.8 mm)

**Pull Scan**Color Network ScanGear2 for both Twain and WIA  
Supported OS: Windows<sup>®</sup> 8.1/10/Server 2012/Server 2012  
R2/Server 2016**Scan Resolution (dpi)**

Scan for Copy: 600 x 600

Scan for Send: Push (600 x 600), SMB/FTP/WebDAV,  
Pull (600 x 600)

Scan for Fax: 600 x 600

**Scan to Mobile Devices and Cloud-based Services**

A range of solutions is available to provide scanning to mobile devices and cloud-based services depending on your requirements.

**Scan Speed (LTR) (BW/CL)**

Single-sided 135 ipm (300 dpi)/80 ipm (600 dpi)

**Scanning:**Double-sided 270 ipm (300 dpi)/160/90 ipm (600 dpi)  
Scanning:**Send Specifications****Destination**Standard: E-mail/Internet FAX (SMTP), SMB 3.0,  
FTP, WebDAV, Mail Box

Optional: Pull Super G3 FAX, IP Fax

**Address Book**

LDAP (2,000)/Local (1,600)/Speed Dial (200)

**Send Resolution (dpi)**

Push: Up to 600 x 600 dpi

Pull: Up to 600 x 600 dpi

**Communication Protocol**

File: FTP (TCP/IP), SMB 3.0 (TCP/IP), WebDAV

Email: SMTP, POP3

**File Format**TIFF, JPEG, PDF(Compact, Searchable, Apply Policy,  
Optimize for Web, PDF/A-1b, Trace & Smooth, Encrypted,  
Device Signature, User Signature), XPS (Compact,  
Searchable, Device Signature, User Signature), Office  
Open XML (PowerPoint, Word)**Fax Specifications****Maximum Number of Connection Lines**

2

**Modem Speed**

Super G3: 33.6 Kbps

G3: 14.4 Kbps

**Compression Method**

MH, MR, MMR, JBIG

**Resolution (dpi)**

400 x 400, 200 x 400, 200 x 200, 200 x 100

**Sending/Receiving Size**

Statement-R to 11" x 17"

**Fax Memory**

Up to 30,000 Pages (2,000 Jobs)

**Speed Dials**

Max. 200

**Group Dials/Destinations**

Max. 199 Dials

**Sequential Broadcast**

Max. 256 Addresses

**Memory Backup**

Yes

## Store Specifications

### Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, Maximum 10,000 Pages (2,000 Jobs Stored)

### Advanced Box

Communication Protocol: SMB or WebDAV Supported

Client PC: Windows® 10/11

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

### Advanced Box Available Disc Space

Standard: 16 GB (With Option: max. 480 GB)

## Security Specifications

### Authentication and Access Control

User Authentication (Picture Login, Picture and PIN Login, Card Login, Username and Password Login, Function Level Login, Mobile Login), Department ID Authentication (Department ID and PIN Login, Function Level Login), uniFLOW Online Express<sup>17</sup> (PIN Login, Picture Login, Picture and PIN Login, Card Login, Card and PIN Login, Username and Password Login, Department ID and PIN Login, Function Level Login), Access Management System (Access Control)

### Document Security

Print Security (Secure Print, Encrypted Secure Print, Forced Hold Printing, uniFLOW Secure Print<sup>18</sup>), Receive Data Security (Confidential Fax Inbox Forwarding Received Documents Automatically), Scan Security (Encrypted PDF, Device Signature PDF/XPS, User Signature PDF/XPS, Adobe LiveCycle<sup>®</sup> Rights Management ES2.5 Integration), BOX Security (Mail Box Password Protected, Advanced Space Access Control), Send Data Security (Setting for requesting password input per transmission, Restricted E-mail/File send functions, Confirming FAX number, Allow/Restrict Fax Driver Transmissions, Allow/Restrict Sending from History, S/MIME Support), Document Tracking (Secure Watermark)

### Network Security

TLS 1.3, IPSec, IEEE802.1X authentication, SNMP V3.0, Firewall Functionality (IP/MAC Address Filtering), Dual Network Support (Wired LAN/Wireless LAN, Wired LAN/Wired LAN), WPA3 support (Wi-Fi), Disabling Unused Functions (Enabling/Disabling Protocols/Applications, Enabling/Disabling Remote UI, Enabling/Disabling USB Interface), Communication Line Separation (G3 FAX, USB Port, Advanced Space, Scan and Send-Virus Concerns for E-mail Reception)

### Device Security

Protecting SSD Data [SSD Data Encryption (FIPS140-2 Validated), SSD Lock], Standard SSD Initialize, Trusted Platform Module (TPM), Job Log Conceal Function, Protecting MFP Software Integrity, Automatic Recovery, Checking MFD Software Integrity (Verify System at Startup, Runtime Intrusion Detection)

### Device Management and Auditing

Administrator Password, Digital Certificate and Key Management, Audit Log, Cooperating with External Security Audit System (Security Information and Event Management), Image Data Logging, Security Policy Setting

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86 °F

Humidity: 20 to 80 % RH (Relative Humidity)

### Power Requirements

110V-127V, 60Hz, 8.5A

### Power Consumption

Maximum: Approx. 1,500 W

Sleep Mode: Approx. 0.8 W<sup>19</sup>

Typical Electricity Consumption (TEC) Rating<sup>20</sup>

C3935i: 0.33 kWh

C3930i: 0.29 kWh

C3926i: 0.26 kWh

### Standards

ENERGY STAR<sup>®</sup> Certified

Rated EPEAT<sup>®</sup> Gold<sup>5</sup>

## Consumables

### Toner<sup>21</sup>

GPR-66 Toner BK/C/M/Y

GPR-66L Toner C/M/Y

### Toner Yield (Estimated @ 5% Coverage)

GPR-66 Toner

BK: 38,000 pages

GPR-66 Toner

C/M/Y: 25,500 pages

GPR-66L Toner

C/M/Y: 11,000 pages

<sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' Terms and Conditions.

<sup>2</sup> Third-party SIEM system required. Subject to third-party SIEM system's Terms and Conditions. Canon cannot ensure compatibility with all third-party SIEM systems.

<sup>3</sup> This feature is off by default and must be turned on by the user. Warm-up times are affected once turned on.

<sup>4</sup> Requires additional option.

<sup>5</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).

<sup>6</sup> Envelope Feeder Attachment A (standard) is required.

<sup>7</sup> Time from device power-on until copy ready (not print reservation).

<sup>8</sup> Time from exiting Sleep mode to when printing is operational.

<sup>9</sup> Time from device power-on to when the copy icon appears and is enabled to operate on the touch panel display.

<sup>10</sup> Includes Single Pass DADF.

<sup>11</sup> With right cover open + Multi-purpose tray extension extended + paper cassette open.

<sup>12</sup> Includes Staple Finisher-AE1/Booklet Finisher-AE1 + Copy Tray-T1 extension extended + paper cassette open.

<sup>13</sup> Requires the optional PCL International Font Set-A1.

<sup>14</sup> Requires the optional Barcode Printer Kit-D1.

<sup>15</sup> Other operating systems and environments, including AS/400, UNIX, Linux, and Citrix, may be supported. Some solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.

<sup>16</sup> Detect Feeder Multi Sheet Feed is supported.

<sup>17</sup> No charge for this solution; however, activation is required.

<sup>18</sup> Requires uniFLOW Online/uniFLOW.

<sup>19</sup> 0.8 W Sleep mode not available in all circumstances due to certain settings.

<sup>20</sup> Based on ENERGY STAR Product Specification for Imaging Equipment Version 3.0.

<sup>21</sup> GPR-66L Toner also available for Color (C, M, Y).

Yield (estimated @ 5% coverage) is 11,000 images.

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- Integrates with existing, third-party SIEM\*<sup>2</sup> systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at setup. Includes automatic recovery of boot process for self resiliency.
- McAfee Embedded Control<sup>3</sup> utilizes whitelisting to help protect against malware and tampering of firmware and applications.
- Security settings can be established at once by selecting the environment type in Recommended Security Settings. Security policy settings can be configured from a central location and exported to other supported devices.
- Control access to the device and specific features using a host of flexible authentication methods—PIN code, user name/password, or card access.<sup>4</sup>



### QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V<sup>2</sup> color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability. This includes the 2022-2024 BLI Most Reliable A3 Brand Award from Keypoint Intelligence.



## DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



## COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.



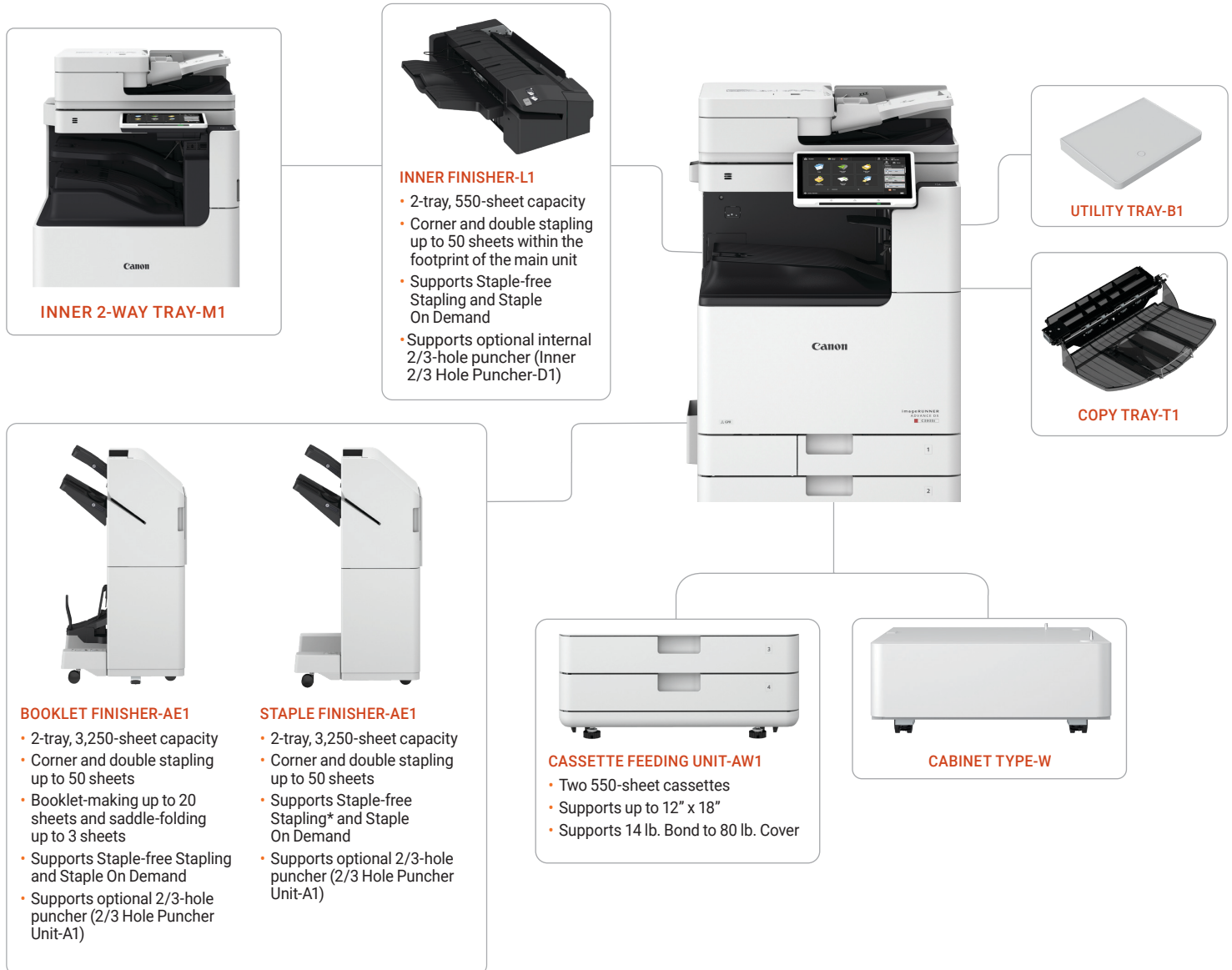
## SUSTAINABILITY

Item 7h.

- A combination of fusing technologies and lower-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Environmentally friendly packaging utilizes recyclable cardboard.
- Drum covers are constructed of regrind plastic, helping to lower environmental impact.
- ENERGY STAR® certified and rated EPEAT® Gold.<sup>5</sup>

## CONFIGURATION OPTIONS

## imageRUNNER ADVANCE DX C3900 Series



\* Staple-Free stapling, up to 10 pages of 17 lb. Bond.

**Main Unit**

**Type**  
Color Laser Multifunctional

**Core Functions**  
Standard: Print, Copy, Scan, Send, Store  
Optional: Fax

**Processor**  
1.8 GHz Dual Core Processor

**Control Panel**  
10.1" TFT LCD WSVGA Color Touch-panel

**Memory**  
3.5 GB RAM

**Solid State Drive**  
Standard: 256 GB/Maximum: 1 TB

**Interface Connection**  
Network: 1000Base-T/100Base-TX/10Base-T,  
Optional: Wireless LAN Board F-1  
Others  
Standard: USB 2.0 x1 (Host), USB 3.0 x1 (Host),  
USB 2.0 x1 (Device)  
Optional: Copy Control Interface, Serial Interface

**Paper Capacity (LTR, 20 lb. Bond)**  
Standard: 1,200 Sheets  
Maximum: 2,300 Sheets

**Paper Sources (LTR, 20 lb. Bond)**  
Standard: Dual 550-sheet Paper Cassettes,  
100-sheet Multipurpose Tray  
Optional: Dual 550-sheet Paper Cassettes  
(Cassette Feeding Unit-AW1)

**Paper Output Capacity (LTR, 20 lb. Bond)**  
Standard: 250 Sheets  
Maximum: 3,450 Sheets  
(with Staple Finisher-AE1/Booklet  
Finisher-AE1 and Copy Tray-T1)

**Finishing Capabilities**  
Standard: Collate, Group  
With Finishers: Collate, Group, Offset, Staple, Saddle-Stitch,  
Hole Punch, Eco Staple, Staple On Demand

**Supported Media Types**  
Multi-purpose Tray: Thin, Plain, Heavy, Recycled, Coated,  
Color, Tracing, Bond, Transparency,  
Label, Pre-punched, Envelope,  
Postcard, Letterhead  
Upper Cassette: Thin, Plain, Heavy, Recycled, Color,  
Tracing, Bond, Transparency, Pre-  
punched, Envelope, Postcard, Letterhead  
Lower Cassette: Thin, Plain, Heavy, Recycled, Color,  
Bond, Transparency, Pre-punched,  
Envelope<sup>5</sup>, Postcard, Letterhead

**Supported Media Sizes**  
Multi-purpose Tray: 12"x18", 11"x17", Legal, Letter, Letter-R,  
Executive, Statement, Statement-R  
Custom Size/Free Size: 4" x 5-7/8" to  
12" x 18", Envelopes (COM10 No.10,  
Monarch, ISO-C5, DL), Envelope Custom  
Size ( 3-7/8" x 3-7/8" to 12-5/8" x 18")  
Upper Cassette: Letter, Executive, Statement-R  
Custom Size (4-1/8" x 5-7/8" to 11-3/4" x  
8-1/2"), Envelopes (ISO-C5)  
Lower Cassette: 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Executive, Statement-R, Custom Size  
(4-1/8" x 5-7/8" to 12" x 18"), Envelopes<sup>5</sup>  
(COM10 No.10, Monarch, DL)

**Supported Media Weights**  
Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m<sup>2</sup>)  
Multipurpose Tray: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m<sup>2</sup>)  
Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

**Print/Copy Speed (BW and Color)**  
C3935i: Up to 35 ppm (Letter); Up to 23 ppm  
(Letter-R); Up to 17 ppm (Legal/11" x 17")  
C3930i: Up to 30 ppm (Letter); Up to 20 ppm  
(Letter-R); Up to 15 ppm (Legal/11" x 17")  
Up to 26 ppm (Letter); Up to 20 ppm  
(Letter-R); Up to 15 ppm (Legal/11" x 17")  
C3926i: Up to 26 ppm (Letter); Up to 20 ppm  
(Letter-R); Up to 15 ppm (Legal/11" x 17")

**Warm-up Time**  
From Power On: Approx. 10 Seconds<sup>7</sup>  
From Sleep Mode: Approx. 10 Seconds<sup>8</sup>  
Quick Startup Mode: Approx. 4 Seconds<sup>9</sup>

**Dimensions (W x D x H)**  
22-1/4" x 28-1/2" x 35-3/8" (565 mm x 722 mm x 897 mm)<sup>10</sup>

**Installation Space (W x D)**  
Basic: 38-1/2" x 44-1/8" (978 mm x 1119 mm)<sup>11</sup>  
Fully Configured: 65" x 44-1/8" (1651 mm x 1119 mm)<sup>12</sup>

**Weight**  
Approx. 187.4 lb. (85 kg) including toner

**Print Specifications**

**Print Resolution (dpi)**  
1200 x 600, 1200 x 1200

**Standard Page Description Languages**  
UFR II, PCL<sup>®</sup> 6, Adobe<sup>®</sup> PS<sup>®</sup> 3

**Supported File Types**  
PDF, TIFF, JPEG, EPS, XPS

**Printing from Mobile Devices and Cloud-based Services**  
A range of standard and optional software and MEAP-  
based solutions (including AirPrint, Mopria, Universal  
Print by Microsoft<sup>®</sup>, Canon PRINT Business, and uniFLOW  
Online) are available to provide printing from mobile  
devices or internet-connected devices and cloud-based  
services depending on your requirements. Please contact  
your sales representative for further information.

**Fonts**  
PCL: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT J/K/S/T (Japanese,  
Korean, Simplified and Traditional  
Chinese),<sup>13</sup> Barcode Fonts<sup>14</sup>  
PS: 136 Roman

**Operating System<sup>15</sup>**  
UFR/II/PS: Windows<sup>®</sup> 10/11/Server 2012/Server 2012  
R2/Server 2016/Server 2019/Server 2022,  
macOS (10.13 or later)  
PCL: Windows<sup>®</sup> 10/11/Server 2012/Server 2012  
R2/Server 2016/Server 2019/Server 2022  
PS: Windows<sup>®</sup> 10/11/Server 2012/Server 2012  
R2/Server 2016/Server 2019/Server 2022,  
macOS (10.13 or later)  
PPD: Windows<sup>®</sup> 10/11, macOS (10.13 or later)

**Copy Specifications**

**First-Copy-Out Time (LTR)**  
C3935i: Approx. 5.5 seconds (BW)/  
7.4 seconds (Color)  
C3930i/ C3926i: Approx. 6.1 seconds (BW)/  
8.4 seconds (Color)

**Copy Resolution (dpi)**  
600 x 600

**Multiple Copies**  
Up to 999

**Magnification**  
25%-400% (1% Increments)

**Preset Reduction/Enlargement**  
25%, 50%, 64%, 73%, 78%, 100% (1:1), 121%, 129%, 200%,  
400%

**Scan Specifications**

**Type**  
Single-pass Duplexing Automatic Document Feeder<sup>16</sup>

**Document Feeder Paper Capacity**  
Up to 200 Sheets (20 lb. Bond)

**Document Feeder Supported Media Sizes**  
11" x 17", Legal, Letter, Letter-R, Statement, Statement-R,  
Custom Size: 2-3/4" x 5-1/2" to 12" x 17" (69.9 mm x 139.7  
mm to 304.8 mm x 431.8 mm)

**Document Feeder Supported Media Weights**  
BW/Color: 13.3 lb. Bond to 80 lb. Cover (50 to  
Original: 220 g/m<sup>2</sup>)

**Platen Acceptable Originals**  
Sheet, Book, 3-Dimensional Objects

**Platen Maximum Scanning Size**  
Up to 11-3/4" x 17" (297.0 mm x 431.8 mm)

**Pull Scan**  
Color Network ScanGear2 for both Twain and WIA  
Supported OS: Windows<sup>®</sup> 8.1/10/Server 2012/Server 2012  
R2/Server 2016

**Scan Resolution (dpi)**  
Scan for Copy: 600 x 600  
Scan for Send: Push (600 x 600), SMB/FTP/WebDAV,  
Pull (600 x 600)  
Scan for Fax: 600 x 600

**Scan to Mobile Devices and Cloud-based Services**  
A range of solutions is available to provide scanning to  
mobile devices and cloud-based services depending on  
your requirements.

**Scan Speed (LTR) (BW/CL)**  
Single-sided: 135 ipm (300 dpi)/80 ipm (600 dpi)  
Scanning:  
Double-sided: 270 ipm (300 dpi)/160/90 ipm (600 dpi)  
Scanning:

**Send Specifications**

**Destination**  
Standard: E-mail/Internet FAX (SMTP), SMB 3.0,  
FTP, WebDAV, Mail Box  
Optional: Pull (600 x 600), Super G3 FAX, IP Fax

**Address Book**  
LDAP (2,000)/Local (1,600)/Speed Dial (200)

**Send Resolution (dpi)**  
Push: Up to 600 x 600 dpi  
Pull: Up to 600 x 600 dpi

**Communication Protocol**  
File: FTP (TCP/IP), SMB 3.0 (TCP/IP), WebDAV  
Email: SMTP, POP3

**File Format**  
TIFF, JPEG, PDF(Compact, Searchable, Apply Policy,  
Optimize for Web, PDF/A-1b, Trace & Smooth, Encrypted,  
Device Signature, User Signature), XPS (Compact,  
Searchable, Device Signature, User Signature), Office  
Open XML (PowerPoint, Word)

**Fax Specifications**

**Maximum Number of Connection Lines**  
2

**Modem Speed**  
Super G3: 33.6 Kbps  
G3: 14.4 Kbps

**Compression Method**  
MH, MR, MMR, JBIG

**Resolution (dpi)**  
400 x 400, 200 x 400, 200 x 200, 200 x 100

**Sending/Receiving Size**  
Statement-R to 11" x 17"

**Fax Memory**  
Up to 30,000 Pages (2,000 Jobs)

**Speed Dials**  
Max. 200

**Group Dials/Destinations**  
Max. 199 Dials

**Sequential Broadcast**  
Max. 256 Addresses

**Memory Backup**  
Yes

## Store Specifications

### Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, Maximum 10,000 Pages (2,000 Jobs Stored)

### Advanced Box

Communication Protocol: SMB or WebDAV Supported  
 Client PC: Windows® 10/11  
 Concurrent Connections (Max.):  
 SMB: 64  
 WebDAV: 3 (Active Sessions)

### Advanced Box Available Disc Space

Standard: 16 GB (With Option: max. 480 GB)

## Security Specifications

### Authentication and Access Control

User Authentication (Picture Login, Picture and PIN Login, Card Login, Username and Password Login, Function Level Login, Mobile Login), Department ID Authentication (Department ID and PIN Login, Function Level Login), uniFLOW Online Express<sup>17</sup> (PIN Login, Picture Login, Picture and PIN Login, Card Login, Card and PIN Login, Username and Password Login, Department ID and PIN Login, Function Level Login), Access Management System (Access Control)

### Document Security

Print Security (Secure Print, Encrypted Secure Print, Forced Hold Printing, uniFLOW Secure Print<sup>18</sup>), Receive Data Security (Confidential Fax Inbox Forwarding Received Documents Automatically), Scan Security (Encrypted PDF, Device Signature PDF/XPS, User Signature PDF/XPS, Adobe LiveCycle® Rights Management ES2.5 Integration), BOX Security (Mail Box Password Protected, Advanced Space Access Control), Send Data Security (Setting for requesting password input per transmission, Restricted E-mail/File send functions, Confirming FAX number, Allow/Restrict Fax Driver Transmissions, Allow/Restrict Sending from History, S/MIME Support), Document Tracking (Secure Watermark)

### Network Security

TLS 1.3, IPSec, IEEE802.1X authentication, SNMP V3.0, Firewall Functionality (IP/MAC Address Filtering), Dual Network Support (Wired LAN/Wireless LAN, Wired LAN/Wired LAN), WPA3 support (Wi-Fi), Disabling Unused Functions (Enabling/Disabling Protocols/Applications, Enabling/Disabling Remote UI, Enabling/Disabling USB Interface), Communication Line Separation (G3 FAX, USB Port, Advanced Space, Scan and Send-Virus Concerns for E-mail Reception)

### Device Security

Protecting SSD Data [SSD Data Encryption (FIPS140-2 Validated), SSD Lock], Standard SSD Initialize, Trusted Platform Module (TPM), Job Log Conceal Function, Protecting MFP Software Integrity, Automatic Recovery, Checking MFD Software Integrity (Verify System at Startup, Runtime Intrusion Detection)

### Device Management and Auditing

Administrator Password, Digital Certificate and Key Management, Audit Log, Cooperating with External Security Audit System (Security Information and Event Management), Image Data Logging, Security Policy Setting

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86 °F  
 Humidity: 20 to 80 % RH (Relative Humidity)

### Power Requirements

110V-127V, 60Hz, 8.5A

### Power Consumption

Maximum: Approx. 1,500 W  
 Sleep Mode: Approx. 0.8 W<sup>19</sup>  
 Typical Electricity Consumption (TEC) Rating<sup>20</sup>  
 C3935i: 0.33 kWh  
 C3930i: 0.29 kWh  
 C3926i: 0.26 kWh

### Standards

ENERGY STAR® Certified  
 Rated EPEAT® Gold<sup>5</sup>

## Consumables

### Toner<sup>21</sup>

GPR-66 Toner BK/C/M/Y  
 GPR-66L Toner C/M/Y

### Toner Yield (Estimated @ 5% Coverage)

GPR-66 Toner  
 BK: 38,000 pages  
 GPR-66 Toner  
 C/M/Y: 25,500 pages  
 GPR-66L Toner  
 C/M/Y: 11,000 pages

- <sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' Terms and Conditions.
- <sup>2</sup> Third-party SIEM system required. Subject to third-party SIEM system's Terms and Conditions. Canon cannot ensure compatibility with all third-party SIEM systems.
- <sup>3</sup> This feature is off by default and must be turned on by the user. Warm-up times are affected once turned on.
- <sup>4</sup> Requires additional option.
- <sup>5</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).
- <sup>6</sup> Envelope Feeder Attachment A (standard) is required.
- <sup>7</sup> Time from device power-on until copy ready (not print reservation).
- <sup>8</sup> Time from exiting Sleep mode to when printing is operational.
- <sup>9</sup> Time from device power-on to when the copy icon appears and is enabled to operate on the touch panel display.
- <sup>10</sup> Includes Single Pass DADF.
- <sup>11</sup> With right cover open + Multi-purpose tray extension extended + paper cassette open.
- <sup>12</sup> Includes Staple Finisher-AE1/Booklet Finisher-AE1 + Copy Tray-T1 extension extended + paper cassette open.
- <sup>13</sup> Requires the optional PCL International Font Set-A1.
- <sup>14</sup> Requires the optional Barcode Printer Kit-D1.
- <sup>15</sup> Other operating systems and environments, including AS/400, UNIX, Linux, and Citrix, may be supported. Some solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.
- <sup>16</sup> Detect Feeder Multi Sheet Feed is supported.
- <sup>17</sup> No charge for this solution; however, activation is required.
- <sup>18</sup> Requires uniFLOW Online/uniFLOW.
- <sup>19</sup> 0.8 W Sleep mode not available in all circumstances due to certain settings.
- <sup>20</sup> Based on ENERGY STAR Product Specification for Imaging Equipment Version 3.0.
- <sup>21</sup> GPR-66L Toner also available for Color (C, M, Y). Yield (estimated @ 5% coverage) is 11,000 images.

 [USA.CANON.COM/SIMPLYADVANCED](http://USA.CANON.COM/SIMPLYADVANCED)



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**EXHIBIT 6 – CANON EQUIPMENT LEASE AND RENTAL FORM**  
STATE OF COLORADO  
EQUIPMENT LEASE AND RENTAL FORM

Canon Financial Services, Inc.  
14904 Collections Center Drive  
Chicago, Illinois 60693

NASPO ValuePoint Master Agreement Number: 187646  
State of Colorado Price Agreement Number: 192348

|                                                                                                                                                                                                                                                                                                      |                                               |                                                                              |                                                                                                   |                                                                     |                                                          |                                                                          |                               |              |                        |              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------|--------------|------------------------|--------------|
| <b>CUSTOMER INFORMATION</b>                                                                                                                                                                                                                                                                          | Full Legal Name                               |                                                                              |                                                                                                   |                                                                     |                                                          | Phone Number                                                             |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | Huerfano County Comissioners                  |                                                                              |                                                                                                   |                                                                     |                                                          | 719-738-3000                                                             |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | Billing Address                               |                                                                              |                                                                                                   |                                                                     |                                                          | Purchase Order/Requisition Number:                                       |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | 401 Main Street Suite 201                     |                                                                              |                                                                                                   |                                                                     |                                                          |                                                                          |                               |              |                        |              |
| City                                                                                                                                                                                                                                                                                                 |                                               |                                                                              | State                                                                                             |                                                                     | Zip                                                      |                                                                          | Send Invoice to Attention of: |              |                        |              |
| Walsenburg                                                                                                                                                                                                                                                                                           |                                               |                                                                              | Colorado                                                                                          |                                                                     | 81089                                                    |                                                                          | Erica Vigil                   |              |                        |              |
| <b>EQUIPMENT INFORMATION</b>                                                                                                                                                                                                                                                                         | Quantity                                      | Equipment Make                                                               | Model No.                                                                                         | Serial Number                                                       | Description w/Accessories (attach Schedule if necessary) |                                                                          |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | 1                                             | Canon                                                                        | IR DX C3935i                                                                                      |                                                                     | Canon IR Advance DX C3935i MFP                           |                                                                          |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      |                                               |                                                                              |                                                                                                   |                                                                     | Cassette Feeding Unit, Inner Finisher, Fax               |                                                                          |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      |                                               |                                                                              |                                                                                                   |                                                                     |                                                          |                                                                          |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      |                                               |                                                                              |                                                                                                   |                                                                     |                                                          |                                                                          |                               |              |                        |              |
| Equipment Location (if different than billing)                                                                                                                                                                                                                                                       |                                               |                                                                              |                                                                                                   |                                                                     |                                                          |                                                                          | City                          | State        | Zip                    |              |
| 2 <sup>nd</sup> Floor                                                                                                                                                                                                                                                                                |                                               |                                                                              |                                                                                                   |                                                                     |                                                          |                                                                          |                               |              |                        |              |
| <b>PAYMENT INFORMATION</b>                                                                                                                                                                                                                                                                           | Term: 60                                      | <input checked="" type="checkbox"/> New <input type="checkbox"/> Coterminous |                                                                                                   | If Coterminous, Original Purchase Order/Req Number: _____           |                                                          |                                                                          |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | Lease or Rental Type:                         |                                                                              | <input checked="" type="checkbox"/> Operational Lease <input type="checkbox"/> Cancellable Rental |                                                                     |                                                          |                                                                          |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | Does this Lease include an upgrade/downgrade? |                                                                              |                                                                                                   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                                          | If Yes, Amount: \$ _____<br>(Attach Schedule with Equipment information) |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | Term in Months                                | Equipment Payment                                                            | PLUS                                                                                              | Maintenance Payment                                                 | EQUALS                                                   | Total Payment                                                            | B&W Impressions               |              | Color Impressions      |              |
|                                                                                                                                                                                                                                                                                                      | 60                                            | \$197.42                                                                     |                                                                                                   |                                                                     |                                                          | \$197.42                                                                 | Monthly Copy Allowance        | Overage Rate | Monthly Copy Allowance | Overage Rate |
|                                                                                                                                                                                                                                                                                                      |                                               |                                                                              |                                                                                                   |                                                                     | 0                                                        | .01                                                                      | 0                             | .074         |                        |              |
| <p><input type="checkbox"/> Canon USA, Inc. Leasing and Rental information, including Terms &amp; Conditions, are in the State of Colorado Price Agreement.</p> <p><input type="checkbox"/> The State of Colorado Central Services user fee of \$.0010 per impression will be billed separately.</p> |                                               |                                                                              |                                                                                                   |                                                                     |                                                          |                                                                          |                               |              |                        |              |
| <b>AUTHORIZED CUSTOMER SIGNATURE</b>                                                                                                                                                                                                                                                                 | <u>Arica Andreatta</u><br>Printed Name        |                                                                              |                                                                                                   |                                                                     |                                                          | _____                                                                    |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | Chair, Board of County Commissioners<br>Title |                                                                              |                                                                                                   |                                                                     |                                                          | _____                                                                    |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | _____<br>Signature                            |                                                                              |                                                                                                   |                                                                     |                                                          | _____                                                                    |                               |              |                        |              |
|                                                                                                                                                                                                                                                                                                      | _____<br>Date                                 |                                                                              |                                                                                                   |                                                                     |                                                          | _____                                                                    |                               |              |                        |              |
| <b>ACCEPTED BY<br/>CANON FINANCIAL SERVICES,<br/>INC.</b>                                                                                                                                                                                                                                            |                                               |                                                                              |                                                                                                   |                                                                     |                                                          |                                                                          |                               |              |                        |              |

**Send Payments to:**  
Canon Financial Services, Inc.  
14904 Collections Center Drive  
Chicago, IL 60693



**Contract Acknowledgement in lieu of Purchase Order**

I, Arica Andreatta, as an authorized agent of Huerfano County am making  
*(Purchasing Agent Name)* *(Agency Name)*

the attached ***purchase / lease / rental*** as specified in agreement NASPO #187646 under the  
*(circle procurement type)* *(Purchase Agreement Number)*

terms and conditions of State/Association Contract Number State of Colorado #192348.  
*(State/Association Contract Number)*

\_\_\_\_\_  
Signature

Chair, Board of County Commissioners

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## MEMORANDUM

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**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** October 8, 2024

**ITEM NAME:** BakerTilly Master Planning & Revolving Loan Fund Development Agreement

**SUBMITTED BY:** Robert Gilbert, Management Fellow

**SUMMARY:** This is a request to approve the consulting agreement between Huerfano County and BakerTilly as the next step in performing the projects outlined in the [Local Planning Capacity](#) and [Strong Communities](#) grants the County was awarded this year. BakerTilly’s scope of work will entail two different Tasks: 1) Redevelopment Feasibility for the Rio Cucharas Inn and 2) Revolving Loan Fund creation. Task 1 is funded through the LPC grant, and Task 2 is funded through the Strong Communities grant, and the term of the agreement is the earlier of either the presentation of all necessary reports by BakerTilly, one year from proposal execution, or written notification from the County expressing either termination or a desire to move to a full-service development or municipal advisory services engagement. A fee schedule is attached to this Memo.

**RECOMMENDATION:** Administration recommends the BOCC move to approve BakerTilly’s agreement and proceed with the work as outlined.

**BACKGROUND:**

For Task 1, BakerTilly will focus on two phases, a) Master Planning; and b) Development Planning for the Rio Cucharas Inn property. There are a variety of deliverables, including a Property Condition Assessment, and a Master Plan with redevelopment options, as well as financial projections and possible funding sources. Decisions from the first phase will impact the second phase, which will focus on developing Technical Due Diligence reports, pro formas, and solicitation documents.

For Task 2, BakerTilly has five stages: a) Revolving Loan Fund design and structure; b) Development of Application Requirements; c) Financial Modeling and Forecasting; d) RLF ongoing administration; and e) general municipal advisory services.

Tasks 1 & 2 build upon the work done in the 2023 Housing Needs Assessment and the current Innovative Housing Opportunity Planning project. The goals of this work are to plan for sustainable growth and development patterns, as well as affordable housing, and to increase our capacity for processing land use, permitting, and zoning applications for housing projects.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

**NOTES:**





04 September 2024

Mr. Carl Young  
County Administrator  
Huerfano County  
401 Main Street  
Suite 302  
Walsenburg, CO 81089

RE: Master Planning and Financial Analysis Consulting Engagement Letter:  
Rio Cucharas Inn Redevelopment Project and Revolving Loan Fund Initiation

Mr. Young:

Baker Tilly Advisory Group, LP (“Baker Tilly”) is pleased to confirm our understanding of the nature of the consulting services we are to provide to Huerfano County (“County”, “client”, “you”, “your”) for the proposed redevelopment of the Rio Cucharas Inn in Walsenburg, CO and the initiation of a revolving loan fund to support affordable housing development in Huerfano County. This engagement letter and the attached standard business terms (collectively, this “Agreement”) set forth an understanding of the nature and scope of the services to be performed and the fees we will charge for such services, as well as to outline the responsibilities of Baker Tilly and the client to ensure that our professional services are performed with mutually agreed-upon objectives.

With regard to the above redevelopment project, we propose to perform the following services:

### **Redevelopment Opportunities**

The affordable housing industry, and specifically publicly financing for such, is complex and requires significant access to capital, technical knowledge, and relationships for development concepts to become realized. It is Baker Tilly's priority to support developers new to the industry or public authorities with little experience, to bridge these gaps and enter the market with an understanding of the complexities and nuances, including the risks and rewards of affordable housing transactions. In order to set the engagement up for success, we will complete and review with you and your staff the following major components of this specific redevelopment project and affordable housing finance:

- Property Condition Assessment (PCA) of the Rio Cucharas Inn. This will be a technical analysis of work required for rehabilitation of the building and conversion to affordable housing, performed by a third-party consulting firm, and included in our cost proposal.
- Options for redevelopment the Rio Cucharas Inn to meet the 2023 Housing Needs Assessment for Huerfano County, including options for rehabilitation of the existing building, expansion with additional affordable housing units, or new construction of affordable housing units.
- Additional uses for the property, such as reuse or expansion of the existing amenities for public recreation, and conversion of surplus land to serve seasonal interest for recreational vehicles.
- Number, type, and size of housing units.
- Transportation and utility infrastructure to align with the redevelopment options.
- Programming and financing for affordable or workforce housing (Colorado Proposition 123, USDA rural development, LIHTC, NMTC, etc.)
  - Navigating the resources (QAP, scoring guides, etc.)
  - Affordable housing stakeholders

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- Access to capital
- Financial guarantees
- Working with HUD, USDA, etc.
- The development process and execution challenges, including selecting a development team.

## **TASK I – Redevelopment Feasibility**

### **Phase I.A – Master Planning**

We will work with you and your staff in determining the optimal approach to redeveloping the Rio Cucharas Inn, the most efficient unit mix to improve financial feasibility and operational health, and other non-residential elements of the redevelopment. The purpose of this step will be to create a master plan that can support financial modeling and give focus to project financing and redevelopment efforts.

Specific services include:

- Obtaining a PCA of the existing property, with a high-level estimate of rehabilitation costs.
- Reviewing the existing site and infrastructure.
- Testing and developing redevelopment options, including unit mixes, compliant with financing sources, which address the housing needs of the County and maximize financial feasibility.
- Creating a graphical deliverable, based on a current Survey, which uses current project and “as of right” zoning for conversion to or expansion of the options for affordable/workforce, as well as reasonable options for re-zoning to reach project goals.
- Assessing options and providing a strategy for financing the redevelopment project.

### **Engagement Deliverables**

We will create a consolidated report containing the following items for presentation to and consideration by the Board of County Commissioners (BOCC):

- PCA of the existing Rio Cucharas Inn
- Master plan with considered options for redevelopment
- Financial projections and possible funding sources
- Suggested deal structures to optimize redevelopment efforts, with long-term viability in mind
- In-person presentation to the County administration and BOCC.

### **Phase I.B – Development Planning**

Based on the decisions of Phase 1.A, we will focus our efforts on a single path of redevelopment. We will work with you and your staff to build a preliminary financial model for the redevelopment transaction. The purpose of this step will be to provide basic financial projections for use in further project planning and developer solicitation. Based on the results of the modeling, Baker Tilly will provide strategic advice as to deal structure and any additional financing sources to consider.

Specific services include:

- Overseeing Technical Due Diligence (TDD) activities related to environmental and geotechnical documentation.
- Creating a financial model of the project compliant with applicable underwriting requirements, based primarily on your inputs and the selected master planning option developed in Phase I.A.
- Investigating ancillary funding availability, including USDA, CDBG, NMTC, IRA, HOME, AHP, Colorado DOLA, and TIF, among other funds.
- Proposing reasonable deal structures to complete the redevelopment project.
- Aiding you in developing ancillary relationships with industry professionals as necessary to enhance or complete the transaction.
- Unless the County is interested in self-development approaches, we will create a solicitation package and assist with procurement of development partners to complete the redevelopment.

### Engagement Deliverables

We will create a consolidated report containing the following items for presentation to and consideration by the Board of County Commissioners (BOCC):

- Additional TDD reports
- Pro-forma financial model, based on assumed deal structure and funding sources
- Solicitation documents—RFP or RFQ—for development partners
- In-person presentation to the County administration and BOCC.

*PLEASE NOTE: Preparation of a financial model involves constructing a projection based on assumptions provided by the County and performing certain other procedures with respect to the model without evaluating the support for or expressing an opinion, or any form of assurance on, the assumptions underlying it. It represents, to the best of the County's knowledge, the entity's expected sources and uses of funds, results of operations and cash flows for the period reflected. The County is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results.*

### TASK II – Revolving Loan Fund

Baker Tilly can assist with the creation and administration of the proposed Revolving Loan Fund (RLF). Baker Tilly Municipal Advisors, LLC (“BTMA”) is an SEC-registered Municipal Advisor serving state and local governments throughout the Country. BTMA takes an independent, fiduciary role to its clients, leading the nation as one of the top independent advisors. BTMA agrees to furnish and perform the following services:

#### Phase II.A – Revolving Loan Fund Design and Structure

Based on the previously conducted housing needs assessment, BTMA will assist in developing a strategic framework for the RLF, including:

1. Assist in establishing clear objectives and criteria for RLF allocation.
2. Assist in development of RLF Program Guidelines and policies.
3. Assist in establishing applicable loan products (e.g., construction loans, rehabilitation loans, permanent financing) and housing eligibility requirements.
4. Develop acceptable loan terms, collateral requirements, interest rate policies, repayment structures, and risk mitigation strategies.

### **Phase II.B – Development of Application Requirements**

Resulting from Task I, BTMA will assist in developing the documentation requirements for RLF application, including:

1. Pre-application requirements.
2. Application submission standards, to include certain documents necessary to adequately determine project suitability and financial viability.
3. Application submission templates where appropriate.
4. Compilation of necessary closing document listings in conjunction with Client Counsel.

### **Phase II.C – Financial Modeling and Forecasting**

BTMA will create financial models to illustrate viability of cash flows and long-term performance, to include:

1. Developing cash flow projections, expected net rates, and liquidity management strategies.
2. Create initial reasonable scenarios for potential loan default rates, prepayments, and other risks, along with mitigation strategies.
3. Advising on fund capitalization strategies, including leveraging state and federal housing resources and grants where applicable (may require engagement from other BTAG team members).

### **Phase II.D – RLF Ongoing Administration**

BTMA will assist in the maintenance and ongoing administration of the RLF, including:

1. Assist in the financial evaluation of an application's feasibility.
2. Structure loans in conformance with acceptable loan product standards and application requirements.
3. Provide RLF analysis similar to Task III (2) to illustrate loan term viability as it relates to RLF portfolio.
4. Assist in updating financial models to account for ongoing prepayment, delinquency, or default realizations.
5. Assist in updating comprehensive models to provide updates to RLF portfolio, including for governing body reporting (lead time standards will be required for reporting).

### **Phase II.E – General Municipal Advisory Services**

Unless otherwise agreed to by the parties and outside of the Task I through IV, in connection with any other request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary for a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.

8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

### **Non-attest Services**

As part of this engagement, we will perform certain non-attest services. For purposes of the Engagement Letter and Task II, non-attest services include services that the Government Auditing Standards refers to as non-audit services.

- We will not perform any management functions or make management decisions on your behalf with respect to any non-attest services we provide.
- In connection with our performance of any non-attest services, you agree that you will:
  - Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
  - Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
  - Evaluate the adequacy and results of the non-attest services we perform.
  - Accept responsibility for the results of our non-attest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

### **Conflicts of Interest**

We are unaware of any conflicts of interest related to this Engagement Letter – Task II that exist at this time.

### **Expiration**

This Agreement will expire the earlier of:

- Presentation of all necessary reports of our findings to the County
- Written notification from you wishing to convert this engagement to a full-service development advisory services or municipal advisory services engagement, for which separate engagement letters will be provided
- Written notification from you wishing to terminate this engagement, in such case, the County will compensate Baker Tilly for services provided up to the date of termination
- One year from execution of this proposal

### **Responsibility and Decision-Making Authority**

Baker Tilly staff will perform these services in coordination with County staff. The County will be responsible for the approval and submission of all application materials and negotiation of terms and agreements with any partners and resource providers. BTAG and BTMA will not be part of management and will not make management decisions.

| <b>Project Professional Fees &amp; Expenses [Fees are on a per project basis]</b>                                                                                   |                             |                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Stage</b>                                                                                                                                                | <b>Fee Estimate</b>         | <b>Timing/Phase Duration</b>                                                                                                                                                |
| <b>TASK I: Redevelopment Feasibility</b>                                                                                                                            |                             |                                                                                                                                                                             |
| <b>I.A Master Planning Services</b>                                                                                                                                 |                             |                                                                                                                                                                             |
| <b>Property Condition Assessment (PCA), Feasibility Review, Zoning Analysis, and Redevelopment Options</b>                                                          | \$35,000                    | \$10,000 due and payable at signing of this engagement letter, non-refundable. Balance due at presentation of deliverables. Projected duration: 90 days.                    |
| <b>I.B Development Planning Services</b>                                                                                                                            |                             |                                                                                                                                                                             |
| <b>Oversight of environmental/geotechnical assessments and land surveying, pro-forma financial modeling, and solicitation and selection of development partners</b> | \$25,000                    | Due and payable at presentation of deliverables. Assumes that County seeks an independent third-party development firm to complete the work. Projected duration 60-90 days. |
| <b>TASK II: Revolving Loan Fund (RLF)</b>                                                                                                                           |                             |                                                                                                                                                                             |
| <b>II.A – RLF Design and Structure</b>                                                                                                                              |                             |                                                                                                                                                                             |
| <b>Development of fund structure—policies, products, requirements, and terms.</b>                                                                                   | \$25,000                    | Projected duration 120 days.                                                                                                                                                |
| <b>II.B – Development of Application Requirements</b>                                                                                                               |                             |                                                                                                                                                                             |
| <b>Creation of application documentation and requirements and closing procedures.</b>                                                                               | \$12,500                    | Beginning once Task II.A is approximately 50% complete. Projected duration 90 days.                                                                                         |
| <b>II.C – Financial Modeling and Forecasting</b>                                                                                                                    |                             |                                                                                                                                                                             |
| <b>Pro-forma financial modeling and capitalization strategies and sources.</b>                                                                                      | \$30,000                    | Beginning once Task II.B is approximately 65% complete. Projected duration 90 days.                                                                                         |
| <b>II.D – Ongoing RLF Administration</b>                                                                                                                            |                             |                                                                                                                                                                             |
| <b>Document and assess fund operations. Monitor and upgrades procedures to optimize the RLF.</b>                                                                    | Time/Expense                | Beginning once Task II.C is substantially complete. Projected duration TBD.                                                                                                 |
| <b>II.E – General Municipal Advisory Services</b>                                                                                                                   |                             |                                                                                                                                                                             |
| <b>Review and document opportunities for expansion of the RLF or additional financing mechanisms on behalf of the County.</b>                                       | Time/Expense                | TBD                                                                                                                                                                         |
| <b>Reimbursable Expenses</b>                                                                                                                                        |                             |                                                                                                                                                                             |
| <b>Third-party consulting and reports.</b>                                                                                                                          | TBD                         | Except for the PCA, contracts with service providers will be held directly with the County.                                                                                 |
| <b>Travel expenses (estimated)</b>                                                                                                                                  | \$1,600 per person per trip | In-person site visits, meetings, or presentations as requested by the County.                                                                                               |

Mr. Carl Young  
Huerfano County

04 September 2024  
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We believe the foregoing correctly sets forth our understanding, but if you have questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to this understanding by signing and returning to us a signed copy along with the retainer.

Sincerely,

BAKER TILLY ADVISORY GROUP, LP



Donald N. Bernards, CPA, Principal  
+1 (608) 240 2643 | [donald.bernards@bakertilly.com](mailto:donald.bernards@bakertilly.com)

\*\*\*\*\*

This letter and the attached Standard Business Terms correctly set forth the understanding of Huerfano County.

Accepted by: \_\_\_\_\_

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

# Baker Tilly Advisory Group, LP

## Standard Business Terms

Item 7j.

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly Advisory Group, LP (Baker Tilly, we, us or our) set forth in the letter defining the scope of work (the "Letter") to which these Terms are attached (the "Services"). These Terms and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Company by Baker Tilly ("Online Offering"), together with the Letter to which they are attached, constitute the entire understanding and agreement between the client identified on such Letter (the "Client") and Baker Tilly with respect to the Services described in the Letter (collectively, the Letter and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern Company's use of the Online Offering. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. If there is a conflict between these Terms and the terms of any Letter, these Terms shall govern.

### **Section 1. Confidentiality**

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient, (C) disclosed by Recipient to a third party without restriction, (D) independently developed, or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

### **Section 2. Deliverables**

(a) Notwithstanding the above and solely with respect to ownership of deliverables in this Section, unless specified otherwise on the applicable Letter, materials specifically prepared by Baker Tilly for Client as a deliverable under a Letter (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the "Baker Tilly Knowledge"). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the Services rendered under this engagement. When such records are returned to you, it is the Company's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

### **Section 3. Acceptance**

Client shall accept Deliverables which (i) substantially conform to the specifications in the Letter or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Letter. Client will promptly give Baker Tilly written notification of any nonconformance of the Deliverables with such requirements (Nonconformance) within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time,

based on the severity and complexity of the Nonconformance, to correct the Nonconformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Nonconformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Letter, then the Deliverable shall be deemed irrevocably accepted by the Client.

### **Section 4. Standards of Performance**

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

### **Section 5. Warranty**

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Letter entered into pursuant hereto and the person signing this Agreement or such Letter on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

(b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement.

(c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Letter will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

(d) Baker Tilly does not warrant any third-party product (each, a Product). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a Claim) with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.



(e) This section 5 is Baker Tilly's only warranty concerning the Services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, noninfringement or fitness for a particular purpose, or otherwise.

**Section 6. Limitation on Damages and Indemnification**

(a) The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

(b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

(e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

(f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly or others), but these Terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These Terms shall also continue to apply after any termination of this Agreement.

(g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

**Section 7. Personnel**

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

**Section 8. Data Privacy and Security**

(a) To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and Consulting Terms

engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP may co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

(b) Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, Client should timely notify Baker Tilly via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

**Section 9. Termination**

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Letter(s) already issued at the time of such termination, until such Letters are themselves either terminated or the performance thereunder is completed.

(b) This Agreement and all Letters may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

(c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable costs associated with any termination. In the event that collection procedures are required, the Company agrees to be responsible for all expenses of collection including related attorneys' fees.

(d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Letter.

**Section 10. Dispute Resolution**

(a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant Services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be

responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

(b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the nonbreaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

**Section 11. Force Majeure**

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision (**Force Majeure Event**), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

**Section 12. Taxes**

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 12.

**Section 13. Notices**

Any notice or communication required or permitted under this Agreement or any Letter shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

**Section 14. Miscellaneous**

(a) This Agreement, any Letter(s) and any applicable Online Terms related to any "Online Offering" constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. For clarity and avoidance of doubt, these Terms govern Baker Tilly's provision of the Services described herein, and the Online Terms govern Company's use of the Online Offering. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to

by Baker Tilly. This Agreement and any Letter cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(b) In the event that any provision of this Agreement or any Letter is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Letter did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

(c) Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

(d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

(e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Baker Tilly shall have no authority to bind Client to any third-party agreement. Though the Services may include Baker Tilly's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client.

(f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Letter will in no way be construed as a waiver of

such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

(g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail.

(h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

(i) The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

(j) Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients.

Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

*Acknowledgement:*

The Business Terms above correctly sets forth the understanding of the Client.

*Accepted by:*

Signature:

Name:

Title:

Date:



## MEMORANDUM

**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** October 8, 2024

**ITEM NAME:** JRA Real Estate Services Agreement

**SUBMITTED BY:** Robert Gilbert, Management Fellow

**SUMMARY:** This is a request to approve the services agreement between Huerfano County and JRA Real Estate for the advancement of the Gardner Main Street Development Project. JRA will be responsible for project mobilization, pre-development, and development management in addition to managing third parties for any needed environmental studies, geotechnical reports, surveys, and/or property inspection reports. JRA’s scope of work is funded through the [Local Planning Capacity grant](#) the County was awarded earlier this year.

**RECOMMENDATION:** Administration recommends the BOCC move to approve JRA Real Estate’s agreement and proceed with the work as outlined.

**BACKGROUND:** A component of JRA’s scope will be to advance far enough on the Gardner Main Street project (27 acres) to be able to put in a grant application in December 2024 that would integrate into the Gardner sewer project capital stack and help defray the costs of that project. JRA’s fee schedule is enclosed and the term of the agreement is initially set to run through September 30, 2025. JRA is open to providing post-development services if desired by the County. Cumulatively, this project will provide the County with the steps required to get shovel-ready in Gardner, as well as to proceed with construction management given the determination of final project scope and BOCC direction.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

**NOTES:**

CONTRACT FOR SERVICES AGREEMENT  
Development Partner for the Gardner Main Street Development Project

This Agreement, entered into this **8<sup>th</sup> Day of October 2024**, by and between the County of Huerfano, Colorado, whose address is 401 Main Street, Suite 201, Walsenburg, CO 81089, hereinafter referred to as the "County" and JRA Real Estate, LLC whose address is PO Box 805, Fort Garland, CO 81133, hereinafter referred to as "Contractor".

WHEREAS, the County requires the services of a Development Partner to manage pre-development activities for the Gardner Main Street Development Project, hereinafter referred to as the "project"; and,

WHEREAS, the project will be located on 27 acres in the unincorporated community of Gardner, Colorado;

WHEREAS, the Contractor desires to contract for such services.

NOW, THEREFORE, the parties mutually agree, promise, stipulate, and covenant as follows:

1. The County does hereby agree to contract with the Contractor to do and perform the acts and services hereinafter more specifically set out on Exhibit A, on the terms and conditions hereinafter enumerated for period commencing on the date first listed above until the **30th day of September 2025**.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, all elements of work as outlined in Exhibit A
3. Huerfano County agrees to pay the Contractor as outlined in Exhibit A, in consideration of the described work elements above.
4. It is understood by the parties that the Contractor will provide all materials, supplies, and equipment necessary to carry out the elements of work listed above. However, the Contractor may utilize County equipment and supplies with prior approval.
5. The parties intend that an independent contractor relationship is created by this agreement. The County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor.
6. The work to be performed under this contract will be performed entirely at the Contractor's risk and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. The Contractor agrees to indemnify the County for any and all liability or loss arising in any way out of the performance of this contract. The Contractor agrees to hold at least \$1M in general aggregate insurance coverage with at least \$50K per occurrence.
7. This contractual agreement constitutes the entire agreement and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect until in writing and designed by both parties.
8. This contractual agreement may be terminated by either party in writing with thirty (30) days written notice sent to the address as provided therein by United States Mail, postage prepaid.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

By: \_\_\_\_\_  
Name: Arica Andreatta  
Title: Chairman, Board of County Commissioners

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

ATTEST:

By: \_\_\_\_\_  
County Clerk and Recorder

---

JRA Real Estate, LLC

By: \_\_\_\_\_  
Name: Louis Lukondi  
Title: Managing Member

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

Exhibit A

Cost Proposal

Due to the status of the Gardner project being in the “pre-development” phase and not “shovel ready” with financing already in place, there is a significant amount of work involved to get the project to that point. Based on this, I propose the following fee structure:

| <u>Line Item</u>        | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>Cost</u>                                                                                                                            |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRE-DEVELOPMENT</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                        |
| Project Mobilization    | Research & organize all project information into a discrete shared “Data Room”. Identify information gaps and requirements for 3 <sup>rd</sup> Party Reports & Studies. Conduct scoping calls with stakeholders and refine project goals and timelines.                                                                                                                                                                                                                                                                                                  | \$2,000 – Flat Fee                                                                                                                     |
| Pre-Development Actions | All steps required to reach a “shovel-ready” status for the project.<br><br>“Completion Milestone” – Project is fully engineered, construction documents complete, all required 3 <sup>rd</sup> party reports completed, qualified construction bids provided to County, funding in place and ready to close/ break ground.                                                                                                                                                                                                                              | \$3,000/month – billed monthly (not to exceed \$36,000)<br><br>\$40,000 success fee upon reaching “Completion Milestone”, as described |
| <b>DEVELOPMENT</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                        |
| Development             | All Development Manager Responsibilities, which include but are not limited to: <ul style="list-style-type: none"> <li>• Construction Management</li> <li>• Quality Control during Construction</li> <li>• GC Pay App and Loan Draw Processing</li> <li>• Change Order and RFI Management</li> <li>• Project Closeout &amp; Turnover</li> </ul>                                                                                                                                                                                                          | 5% of Hard Costs – to be determined based on final project scope (Standard Developer Fee – included in project budget)                 |
| Post Development        | Asset and Property Management Services (if desired by County)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | To be determined                                                                                                                       |
| Other Misc Costs        | There will be a range of other 3 <sup>rd</sup> Party costs that will likely be necessary and incurred by the County, including but not limited to: <ul style="list-style-type: none"> <li>• Environmental Studies (\$2-\$5k per report)</li> <li>• Geotechnical Reports (\$5-\$8k) per report)</li> <li>• Property Inspection Report (varies by scope)</li> <li>• Surveys (\$3-\$5k per survey)</li> <li>• Project Architecture &amp; Engineering</li> <li>• Loan Closing &amp; Title Costs</li> <li>• Match Funds for Grants</li> <li>• Etc.</li> </ul> | To be determined, but JRA will put no mark up on these costs                                                                           |





## MEMORANDUM

**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** October 8, 2024

**ITEM NAME:** Airfield Lighting and Signage Agreement – Electrical Excellence

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

**SUMMARY:** On September 3<sup>rd</sup>, you approved the award of ITB 24-02 to Electrical Excellence Enterprises. Pursuant to that award this is the agreement and notice of award for that scope of work in the amount of \$303,050.25. Once we are approved by FAA to proceed with the additive alternate that agreement will be presented to you for approval.

**RECOMMENDATION:** Motion to approve the notice of award and contract with Electrical Excellence Enterprises in the amount of \$303,050.25 for the base bid of the Airfield Lighting and Signage Project as outlined in ITB 24-03.

**BACKGROUND:** See attached recommendation of award that was presented to you on September 3<sup>rd</sup>.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

NOTES:



188 Inverness Drive W  
 Suite 500  
 Englewood, CO 80112  
 TEL 303.721.6932  
 www.GarverUSA.com

August 19, 2024

Carl Young  
 Huerfano County, CO  
 401 Main Street, Suite 306  
 Walsenburg, CO 81089

Re: Huerfano County, CO  
 Airfield Lighting & Signage Improvements  
 Recommendation of Award

Dear Mr. Young:

Bids were received for the Airfield Lighting & Signage Improvements project at the Spanish Peaks Airfield (4V1) at 1:00 PM on August 8, 2024. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 2 bids were received on the project. Double E Inc. DBA Electrical Excellence Enterprises submitted the low bid for the project in the amount of \$453,225.25. The Engineer's Opinion of Probable Cost was \$442,555.00. A breakdown of the original bid is provided below by each bid schedule:

Electrical Excellence Enterprises

|                                       |                      |
|---------------------------------------|----------------------|
| Schedule 1 – Base Bid                 | \$ 303,050.25        |
| Schedule 1 – Additive Alternate No. 1 | \$ 150,175.00        |
| <b>TOTAL BID</b>                      | <b>\$ 453,225.25</b> |

We believe that the bid submitted by Electrical Excellence Enterprises represents a good value for the Huerfano County, CO. Contingent upon receiving funding from the Federal Aviation Administration, we recommend that the construction contract for the Airfield Lighting & Signage Improvements project be awarded to Electrical Excellence Enterprises.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Roy Daniels, P.E.  
 Project Manager

Attachments: Bid Tabulation

**SPANISH PEAKS AIRFIELD (4V1)  
AIRFIELD LIGHTING & SIGNAGE IMPROVEMENTS  
BID TABULATION - BASE BID - LIGHTING & SIGNAGE IMPROVEMENTS  
BID OPENING: 8/8/2024; 01:00 PM**

Schedule Number 1

**ELECTRICAL EXCELLENCE  
ENTERPRISES  
PO BOX 8119**      **BIXBY ELECTRIC, INC.  
521 WHEELER AVE SE  
ALBUQUERQUE, NM 87102**

| ITEM NO.      | SPEC. NO.  | DESCRIPTION                                                                                                                              | UNIT | ESTIMATED QUANTITY | ENGINEER'S ESTIMATE |                     | ELECTRICAL EXCELLENCE ENTERPRISES PO BOX 8119 |                     | BIXBY ELECTRIC, INC. 521 WHEELER AVE SE ALBUQUERQUE, NM 87102 |                     |
|---------------|------------|------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|---------------------|---------------------|-----------------------------------------------|---------------------|---------------------------------------------------------------|---------------------|
|               |            |                                                                                                                                          |      |                    | UNIT PRICE          | AMOUNT              | UNIT PRICE                                    | AMOUNT              | UNIT PRICE                                                    | AMOUNT              |
| 1             | SS-300-5.1 | Lockout/Tagout and Constant Current Regulator Calibration Procedures                                                                     | LS   | 1                  | \$5,000.00          | \$5,000.00          | \$1,685.00                                    | \$1,685.00          | \$9,870.20                                                    | \$9,870.20          |
| 2             | SS-301-5.1 | Existing Base Mounted Runway Threshold Light, Removed and Stored, Base Demolished                                                        | EA   | 4                  | \$500.00            | \$2,000.00          | \$80.00                                       | \$320.00            | \$490.60                                                      | \$1,962.40          |
| 3             | SS-301-5.2 | Existing Taxiway Reflector, Removed                                                                                                      | EA   | 2                  | \$150.00            | \$300.00            | \$30.00                                       | \$60.00             | \$195.20                                                      | \$390.40            |
| 4             | SS-301-5.3 | Existing Wind Cone and Associated Equipment, Removed                                                                                     | EA   | 1                  | \$2,000.00          | \$2,000.00          | \$485.00                                      | \$485.00            | \$4,353.60                                                    | \$4,353.60          |
| 5             | C-102-5.1  | Temporary Erosion Control                                                                                                                | LS   | 1                  | \$10,000.00         | \$10,000.00         | \$27,000.00                                   | \$27,000.00         | \$15,677.90                                                   | \$15,677.90         |
| 6             | C-105-6.1  | Mobilization (Maximum 10% of Total Bid)                                                                                                  | LS   | 1                  | \$24,000.00         | \$24,000.00         | \$38,253.00                                   | \$38,253.00         | \$49,000.00                                                   | \$49,000.00         |
| 7             | P-101-5.1  | 4" Pavement Removal                                                                                                                      | SY   | 1,800              | \$10.00             | \$18,000.00         | \$6.50                                        | \$11,700.00         | \$20.20                                                       | \$36,360.00         |
| 8             | P-101-5.2  | Pavement Marking Removal                                                                                                                 | SF   | 1,400              | \$7.50              | \$10,500.00         | \$7.50                                        | \$10,500.00         | \$9.00                                                        | \$12,600.00         |
| 9             | P-152-4.1  | Embankment in Place                                                                                                                      | CY   | 200                | \$150.00            | \$30,000.00         | \$55.75                                       | \$11,150.00         | \$225.00                                                      | \$45,000.00         |
| 10            | P-620-5.1a | Pavement Marking (Reflective)                                                                                                            | SF   | 1,150              | \$5.00              | \$5,750.00          | \$7.60                                        | \$8,740.00          | \$8.20                                                        | \$9,430.00          |
| 11            | P-620-5.1b | Pavement Marking (Non-Reflective)                                                                                                        | SF   | 405                | \$5.00              | \$2,025.00          | \$6.45                                        | \$2,612.25          | \$6.90                                                        | \$2,794.50          |
| 12            | T-901-5.1  | Seeding                                                                                                                                  | AC   | 0.40               | \$10,000.00         | \$4,000.00          | \$8,500.00                                    | \$3,400.00          | \$23,733.70                                                   | \$9,493.48          |
| 13            | L-107-5.1  | L-807(L), Style I-B, Size 2 Wind Cone and Foundation, in Place                                                                           | EA   | 1                  | \$25,000.00         | \$25,000.00         | \$25,840.00                                   | \$25,840.00         | \$56,867.50                                                   | \$56,867.50         |
| 14            | L-107-5.2  | Segmented Circle Marker System, in Place                                                                                                 | EA   | 1                  | \$25,000.00         | \$25,000.00         | \$35,500.00                                   | \$35,500.00         | \$106,943.00                                                  | \$106,943.00        |
| 15            | L-108-5.1  | No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit                                                           | LF   | 1,570              | \$4.00              | \$6,280.00          | \$6.00                                        | \$9,420.00          | \$3.10                                                        | \$4,867.00          |
| 16            | L-108-5.2  | No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations | LF   | 610                | \$4.00              | \$2,440.00          | \$6.00                                        | \$3,660.00          | \$6.60                                                        | \$4,026.00          |
| 17            | L-110-5.1  | Non-Encased Electrical Conduit, 1-Way 2-inch C                                                                                           | LF   | 610                | \$20.00             | \$12,200.00         | \$17.00                                       | \$10,370.00         | \$13.80                                                       | \$8,418.00          |
| 18            | L-125-5.1  | Existing Stored Runway Threshold Light, Installed on New Base in Existing Pavement                                                       | EA   | 4                  | \$1,800.00          | \$7,200.00          | \$3,650.00                                    | \$14,600.00         | \$2,162.20                                                    | \$8,648.80          |
| 19            | L-125-5.2  | New Base Mounted L-861E Runway Threshold Light, Installed in Existing Pavement                                                           | EA   | 2                  | \$2,000.00          | \$4,000.00          | \$3,950.00                                    | \$7,900.00          | \$2,968.90                                                    | \$5,937.80          |
| 20            | L-125-5.3  | New Base Mounted L-861E Runway Threshold Light, Installed in Turf                                                                        | EA   | 2                  | \$1,500.00          | \$3,000.00          | \$2,515.00                                    | \$5,030.00          | \$3,679.60                                                    | \$7,359.20          |
| 21            | L-125-5.4  | L-858(L) Base Mounted, 2-Module Guidance Sign, Installed                                                                                 | EA   | 3                  | \$6,000.00          | \$18,000.00         | \$8,000.00                                    | \$24,000.00         | \$10,509.50                                                   | \$31,528.50         |
| 22            | L-125-5.5  | L-858(L) Base Mounted, 3-Module Guidance Sign, Installed                                                                                 | EA   | 4                  | \$7,000.00          | \$28,000.00         | \$10,250.00                                   | \$41,000.00         | \$12,422.20                                                   | \$49,688.80         |
| 23            | L-125-5.6  | L-858 Base Mounted, Unlit Guidance Sign                                                                                                  | EA   | 3                  | \$4,000.00          | \$12,000.00         | \$2,475.00                                    | \$7,425.00          | \$4,715.50                                                    | \$14,146.50         |
| 24            | L-125-5.7  | Existing Guidance Sign, Panels Replaced                                                                                                  | EA   | 3                  | \$1,000.00          | \$3,000.00          | \$800.00                                      | \$2,400.00          | \$1,431.40                                                    | \$4,294.20          |
| <b>TOTALS</b> |            |                                                                                                                                          |      |                    |                     | <u>\$259,695.00</u> |                                               | <u>\$303,050.25</u> |                                                               | <u>\$499,657.78</u> |

Corrected Prices



**SPANISH PEAKS AIRFIELD (4V1)  
AIRFIELD LIGHTING & SIGNAGE IMPROVEMENTS  
BID TABULATION - ADD ALT 1 -  
BID OPENING: 8/8/2024; 01:00 PM**

Schedule Number 2

**ELECTRICAL EXCELLENCE  
ENTERPRISES  
PO BOX 8119**

**BIXBY ELECTRIC, INC.  
521 WHEELER AVE SE  
ALBUQUERQUE, NM 87102**

| ITEM NO.      | SPEC. NO.  | DESCRIPTION                                                                                                                              | UNIT | ESTIMATED QUANTITY | ENGINEER'S ESTIMATE |                     |             |                     |             |                     |
|---------------|------------|------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|---------------------|---------------------|-------------|---------------------|-------------|---------------------|
|               |            |                                                                                                                                          |      |                    | UNIT PRICE          | AMOUNT              | UNIT PRICE  | AMOUNT              | UNIT PRICE  | AMOUNT              |
| 1             | SS-300-5.2 | Electrical Vault Modifications                                                                                                           | LS   | 1                  | \$40,000.00         | \$40,000.00         | \$39,500.00 | \$39,500.00         | \$48,545.70 | \$48,545.70         |
| 2             | SS-305-5.1 | Directional Boring, 1-Way 2"C Polyethylene Conduit                                                                                       | LF   | 230                | \$50.00             | \$11,500.00         | \$32.50     | \$7,475.00          | \$59.90     | \$13,777.00         |
| 3             | SS-310-5.1 | REIL Flight Check Mobilization                                                                                                           | LS   | 1                  | \$10,000.00         | \$10,000.00         | \$1,000.00  | \$1,000.00          | \$31,826.30 | \$31,826.30         |
| 4             | L-108-5.1  | No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit                                                           | LF   | 12,350             | \$4.00              | \$49,400.00         | \$3.25      | \$40,137.50         | \$1.80      | \$22,230.00         |
| 5             | L-108-5.2  | No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations | LF   | 690                | \$4.00              | \$2,760.00          | \$3.25      | \$2,242.50          | \$6.70      | \$4,623.00          |
| 6             | L-110-5.1  | Non-Encased Electrical Conduit, 1-Way 2-inch C                                                                                           | LF   | 460                | \$20.00             | \$9,200.00          | \$17.00     | \$7,820.00          | \$10.20     | \$4,692.00          |
| 7             | L-125-5.8  | L-849A(L) Runway End Identification Lights System, Installed on Runway 09                                                                | LS   | 1                  | \$30,000.00         | \$30,000.00         | \$26,000.00 | \$26,000.00         | \$25,223.60 | \$25,223.60         |
| 8             | L-125-5.9  | L-849A(L) Runway End Identification Lights System, Installed on Runway 27                                                                | LS   | 1                  | \$30,000.00         | \$30,000.00         | \$26,000.00 | \$26,000.00         | \$25,223.60 | \$25,223.60         |
| <b>TOTALS</b> |            |                                                                                                                                          |      |                    |                     | <u>\$182,860.00</u> |             | <u>\$150,175.00</u> |             | <u>\$176,141.20</u> |

Corrected Prices



**00 51 00 NOTICE OF AWARD**

Date of Issuance:

Owner: **Huerfano County, Colorado** Owner's Contract No.:  
Engineer: **Garver** Engineer's Project No.: **24A25200**  
Project: **Airfield Lighting & Signage Improvements**  
Bidder: **Double E Inc. dba Electrical Excellence Enterprises**  
Bidder's Address: **PO Box 8119**  
**Colorado Springs, CO 80907**

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated August 8, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Airfield Lighting and & Signage Improvements: Schedule 1 – Base Bid.  
*[describe Work, alternates, or sections of Work awarded]*

The Contract price of the awarded Contract is: \$ 303,050.25

1 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Return signed copy of Notice of Award to Owner and Engineer as acknowledgement of receipt.
2. Deliver to Owner 1 counterparts of the Agreement, fully executed by Bidder.
3. Deliver with the executed Agreement(s) the Contract security *[e.g., Performance bond and Payment bond]* and insurance documentation as specified in the Instructions to Bidders, General Provisions and Special Provisions.
4. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 50-05 of the General Provisions.

Owner: Huerfano County, Colorado

Authorized Signature

By:

Title:

EJCDC® C-510, Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Bidder: Double E Inc. DBA Electrical Excellence Enterprises

Authorized Signature

By:

Title:

Copy: Engineer

**00 52 00 CONTRACT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Huerfano County, Colorado (“Owner”) and  
Double E Inc. dba Electrical Excellence Enterprises (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Airfield Lighting & Signage Improvements.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Improvements to the existing airport’s lighting system and signage on Runway 9-27, Taxiway B & C, and an upgrade of the existing wind cone.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by **Garver, LLC**.

3.02 The Owner has retained **Garver, LLC** (“Engineer”) to act as Owner’s representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Calendar Days*

A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.

| Description   | Substantial Completion |
|---------------|------------------------|
| Phase 1       | 28 calendar days       |
| Phase 2       | 7 calendar days*       |
| Phase 3A      | 10 calendar days**     |
| Phase 3B      | 10 calendar days**     |
| Total Project | 28 calendar days       |

\* Phase 2 shall begin at the start of Phase 1

\*\* Phase 3A & 3B shall begin after the conclusion of Phase 2 and cannot be constructed concurrently with each other.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. Substantial Completion: Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  - 2. Liquidated damages for failing to timely attain Substantial Completion and Milestones are additive and will be imposed concurrently.

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4.04 *Special Damages*

- A. Not Used.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.

6.02 *Progress Payments; Retainage*

- A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

**ARTICLE 7 – INTEREST**

7.01 Not Used.



**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
  - K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
    - 1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
    - 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct

contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. Executed Contract
  - 2. Addenda (if any)
  - 3. Advertisement for Bids
  - 4. Instructions to Bidders
  - 5. Bid Form
  - 6. List of Proposed Subcontractors
  - 7. Wage Rates
  - 8. Qualification Statement
  - 9. General Provisions
  - 10. Special Provisions
  - 11. DBE Participation Reporting
  - 12. Bidders Certifications
  - 13. Supplemental Specifications as listed in the Table of Contents
  - 14. Technical Specifications as listed in the Table of Contents
  - 15. Drawings
  - 16. Performance Bond
  - 17. Payment Bond
  - 18. Certificates of Insurance
  - 19. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  - 20. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

- A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**Spanish Peaks Airfield**  
**Airfield Lighting & Signage Improvements**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_  
Huerfano County, Colorado

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

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

Attest: \_\_\_\_\_

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
Double E Inc. DBA Electrical Excellence  
Enterprises

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*This document is a MODIFIED version of EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.*



## MEMORANDUM

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**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** October 8, 2024

**ITEM NAME:** Huerfano Parks & Rec Special District Walsenburg Riverwalk Grant IGA

**SUBMITTED BY:** Robert Gilbert, Management Fellow

**SUMMARY:** This is a request to approve the intergovernmental agreement between HPRD and the County to have the District coordinate the Walsenburg Riverwalk Grant project in collaboration with the county, as working together increases the operational capacity and resources available to achieve goals shared by both parties. This IGA has been drafted by the County Attorney and approved by HPRD, and is initially in effect until December 31, 2025 or project completion, whichever comes first.

**RECOMMENDATION:** Administration recommends the Board motion to approve the IGA between the Huerfano Parks & Recreation Special District and the County for the coordination of the Walsenburg Riverwalk Grant.

**BACKGROUND:** The County was awarded a \$50,000 Riverwalk Planning grant through Colorado Parks & Wildlife and believes that the development of Parks & Recreation projects are important to the health and wellness of the community and its citizens. This project will help further develop planning for the Fiesta Park campus; the contracted landscape architecture firm will protect for potential future amenities in the campus such as lighting, an amphitheater, and extension of the proposed riverwalk eastward along the undeveloped property edge. As part of this IGA, HPRD will procure and manage necessary contractors and conduct community engagement, and regular meetings between County representatives and HPRD will be held to ensure project efficacy and completion. The County will be responsible for reimbursing HPRD's grant-related expenses through the grant funding on a net-30 invoicing basis, not to exceed \$50,000, and providing the District with a survey of the relevant property, and will actively participate in the Riverwalk Project by giving feedback and attending meetings. The County will also comply with CPW grant reporting requirements.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

**NOTES:**

**INTERGOVERNMENTAL AGREEMENT BETWEEN HUERFANO COUNTY AND  
HUERFANO PARKS & RECREATION SPECIAL DISTRICT WALSENBURG RIVERWALK  
GRANT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between Huerfano County (“County”) and Huerfano Parks and Recreation Special District (“District”).

**WHEREAS**, §30-11-410, C.R.S, permits county governments to enter into cooperative agreements; and

**WHEREAS**, the Colorado Constitution, Article 14, Section 18, and the Colorado Revised Statutes 29-1-201 (2016), et. Seq., authorizes political subdivisions to enter into intergovernmental agreements for the mutual benefit of both parties; and

**WHEREAS**, County and District concur that the development of Parks and Recreation projects are important to the health and wellness of the community and its citizens; and

**WHEREAS**, County and District have a shared interest in developing a collaborative approach to Parks and Recreation throughout the City, and region; and

**WHEREAS**, working together in a collaborative manner increases the resources available in order to achieve both party’s joint goals, and allows for larger projects to be completed for the citizens of the region; and

**WHEREAS**, County has been awarded the Walsenburg Riverwalk Planning Grant from Colorado Parks and Wildlife; and

**WHEREAS**, County intends to prioritize implementation of the Walsenburg Riverwalk Planning Project, (hereafter Riverwalk Project); and

**WHEREAS**, District will coordinate the Riverwalk Project in Collaboration with the County; and

**WHEREAS**, County, through their grant, is able to reimburse District. The entire Riverwalk planning project shall not exceed fifty thousand dollars, and no cents (\$50,000.00) this funding is to come from a grant from Colorado Parks & Wildlife, further illustrated in attachment A; and

**WHEREAS**, due to the scope of this project, both entities will hold regularly scheduled meetings, in order to ensure a smooth and beneficial project for the citizens of the region;

**Now therefore in consideration of the mutual promises herein, the parties agree as follows:**

1. **Terms and Conditions.** It is understood and agreed that this Agreement is intended to facilitate cooperation between the parties in providing the planning portion of the Riverwalk project.
2. **This agreement will operate as follows:**

- A. District will procure and manage the necessary contractors to complete the Riverwalk Project scope.
  - B. District will conduct community engagement.
  - C. District will provide the following amenities in the planning process:
    - i. Lighting for the baseball field
    - ii. An Amphitheater.
    - iii. Extension of the riverwalk eastward, following the river along the undeveloped property edge.
  - D. County will provide the following services for this project:
    - i. County will pay the bills associated with the costs of this project, either to the district, within thirty (30) days of receiving an invoice from the District.
    - ii. County will submit required reporting directly to the Colorado Parks and Wildlife.
    - iii. County will supply funding for the Riverwalk project, not to exceed the projected budget.
    - iv. County will actively participate in the Riverwalk Project, giving feedback and attending meetings.
    - v. County, at its own expense will provide District a survey of the property commonly known as Fiesta Park, once on is available.
    - vi. County may provide drafts of said survey to District if and when drafts are appropriate and available.
3. **Term and Termination.** This Agreement shall be in effect once executed by both parties and shall continue in effect until December 31, 2025 or the planning project is complete, whichever comes first. In the event the planning project exceeds the 2025 calendar year, this agreement may be renewed for additional terms, with both party's consent, within the bounds of applicable law.
4. **Relationship of Parties.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
5. **Colorado Governmental Immunity Act.** No Party shall be liable under this Agreement for the actions of the other's employees and agents. By agreeing to this provision, the Parties do not waive or intend to waive, the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*
6. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the



express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

- 7. **No Assignment.** Each Party covenants and agrees that it will not assign this Agreement or any interest or part thereof or any right or privilege pertinent thereto without the prior written consent of all other Parties first having been obtained.
- 8. **Governing Law.** The law of the State of Colorado shall be applied in the interpretation, execution, and enforcement of this Agreement.
- 9. **Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope of intent of this Agreement.
- 10. **Entire Agreement.** This Agreement embodies the entire agreement of the parties. The parties shall not be bound or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by all parties.
- 11. **Multiple Parts.** This contract may be executed in multiple parts, and copies of this contract shall be considered to carry the same weight as the original

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

Dated: This \_\_\_\_ day of \_\_\_\_\_, 2024

**AUTHORIZATION:**

\_\_\_\_\_

Arica Andreatta, Chairman,  
County of Huerfano, Colorado

\_\_\_\_\_

Keri Powers, President, Member at Large  
Huerfano County Parks and Recreation District



\*\*\*THIS IS NOT AN INVOICE\*\*\*

Keeper Security, Inc.  
333 N. Green Street, Suite 811  
Chicago, IL 60607  
(312) 829-2680  
www.keepersecurity.com

**Customer Information:**

Account Name Huerfano County  
Contact Name Anthony Luginbill  
Bill To 401 Main St. Suite 105  
Walsenburg, CO 81089  
United States  
Email aluginbill@huerfano.us

Quote Number 1056304  
Created Date 9/26/2024  
Expiration Date 10/26/2024  
Subscription Term 1.00  
(Yrs)

Prepared By Melissa Murray  
Email mmurray@keepersecurity.com

| Product Code          | Product                     | Product Description                                                                                                                                                                                                   | Sales Price | Quantity | Total Price  |
|-----------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------|--------------|
| KEEPER-GOV-PAM-BUNDLE | Keeper - FedRAMP EPM Bundle | Keeper EPM Bundle containing Keeper Enterprise Base, Advanced Reporting and Alerts, BreachWatch, Compliance Reporting, 1TB Total pooled storage. Does not include Keeper Secrets Manager or Keeper Connection Manager | USD 91.00   | 11.00    | USD 1,001.00 |

(DO NOT PAY)

Annual Subscription USD 1,001.00

**Additional Terms**

**THIS IS NOT AN INVOICE. All prices in this quotation exclude sales tax. State and local sales taxes may apply. Please notify your sales representative if your company is a sales tax-exempt entity.**

**Please contact your Account Executive to complete your subscription purchase.**

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

Created Date 9/25/2024  
Expiration Date 11/27/2024  
Quote Number 00004459

Prepared By Sarah Fischer  
Phone (720) 615-3965  
Email sarah@cosipa.gov

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

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

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

| Product                                         | Line Item Description                              | Sales Price | Quantity | Total Price |
|-------------------------------------------------|----------------------------------------------------|-------------|----------|-------------|
| eSignature Business Pro Edition - Envelope Subs | Renewal: 11/30/2024 to 11/29/2025                  | \$3.98      | 500.00   | \$1,990.00  |
| Premier Support                                 | Renewal: 11/30/2024 to 11/29/2025                  | \$298.49    | 1.00     | \$298.49    |
| Overage Contingency                             | Contingency for overages. Billed only if incurred. | \$5.80      | 50.00    | \$290.00    |

Description Quote for Huerfano County to renew the listed DocuSign products and/or services for a one year term: 11/30/2024 to 11/29/2025, with the option to renew at the end of the term.

Grand Total \$2,578.49

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

**Additional Details**

Additional Details Please note: Fees are not refundable.

Please note: Fees may increase at next renewal.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice.

Please note: A contingency for overages (\$290) has been included in this quote and will only be billed if utilized.

Product Details  
eSignature Envelope Allowance: 500

Overage/Usage Fees  
eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): \$5.80

Terms & Conditions  
This Quote covers the DocuSign products described herein and is governed by the Master Partner Agreement between DocuSign, Inc. and Colorado Statewide Internet Portal Authority dated July 26, 2021, as well as the attached ADDENDUM to the DocuSign MSA for U.S. PUBLIC ENTITIES and the Reseller Agreement dated May, 30, 2023. Use of DocuSign is subject to the following Terms & Conditions: <https://www.docusign.com/legal/terms-and-conditions/>

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

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

*Item 7o.*

Quote Acceptance Information

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## DOCUSIGN MASTER SERVICES AGREEMENT FOR PUBLIC SECTOR RESALE CUSTOMERS

This DocuSign Master Services Agreement for Public Sector Resale Customers (“**MSA**”) is made between DocuSign, Inc., a Delaware corporation (“**DocuSign**”), and the customer identified on the Order Form or SOW (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**”, as of the date of last signature below (the “**MSA Effective Date**”). The Parties hereby agree to the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable [DocuSign Service Schedule\(s\) and Attachments](https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules) (located at <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules>), Order Form(s) and SOW, each of which become binding on the Parties and are incorporated into this MSA upon the provisioning of any DocuSign Services (defined below) to Customer. All DocuSign Services provisioned to Customer are governed by and incorporate the following documents in effect as of the date of the last update of such documents, collectively referred to as the “**Agreement**”:

1. the Order Form and/or Statement of Work;
2. any attachments, addenda, and/or appendix(ices) to this MSA or a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), addenda, appendix(ices), and Service Schedule(s) are determined by the DocuSign Service(s) provisioned to Customer. In the event of a conflict, the order of precedence is as set out above in descending order of control. This offer by DocuSign is expressly conditioned on assent to the terms and conditions of this Agreement, and any different or additional terms or conditions specified by Customer at any time in purchase orders or other documentation are hereby rejected.

**Public Sector Resale Customers MSA Version:** November 29, 2022

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### 1. DEFINITIONS

“**Account**” means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

“**Account Administrator**” is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer’s Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

“**Affiliate**” means any DocuSign entity that DocuSign directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a DocuSign Affiliate as long as that interest is maintained.

**“Authorized User”** means one individual natural person, whether an employee, business partner, contractor, or agent of Customer who is registered by Customer in Customer’s Account to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the DocuSign Services solely to support Customer’s internal business purposes. For clarification, "internal business purposes" includes the sending of eDocuments to third party recipients for purposes of supporting Customer's business activities, including the sending of eDocuments to Customer's suppliers and customers for review and signature.

**“Confidential Information”** means: (a) for DocuSign and its Affiliates, the DocuSign Services, Documentation and other related technical information, security policies and processes, product roadmaps and pricing (to the extent allowable under applicable law); (b) for Customer, Customer Data; (c) any other information of a Party (or for DocuSign, its Affiliates) that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information (**“Recipient”**) (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient should reasonably understand it to be confidential information of the disclosing Party; and (d) to the extent allowable by applicable law, the terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

**“Customer”** means the entity that has contracted with the Reseller for the purchase of applicable DocuSign Services. Any Customer that is not a Public Sector Resale Customer will be subject to terms included in DocuSign’s standard Master Services Agreement for Resell Customers, which is available at: <https://www.docusign.com/company/terms-and-conditions/reseller>.

**“Customer Data”** means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Services or material provided by or on behalf of DocuSign.

**“DFARS”** means the Defense Federal Acquisition Regulation Supplement as set forth in Chapter 2 of Title 48 of the Code of Federal Regulations, 48 CFR 2.

**“Documentation”** means DocuSign's then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

**“DocuSign Service(s)”** means the services provided by DocuSign under an Order Form or SOW, and may include Professional Services, software, source code, or other technology licensed to DocuSign from third parties and embedded into the services that DocuSign provides to Customer. Notwithstanding the foregoing, DocuSign Services do not include Third-Party Services (defined below).

**“DoD”** means the United States Department of Defense.

**“eDocument”** refers to a contract, notice, disclosure, or other record or document generated using or deposited into the DocuSign Service for processing.

**“FAR”** means the Federal Acquisition Regulation as set forth in Chapter 1 of Title 48 of the Code of Federal Regulations, 48 CFR 1.

**“Order Form”** means the paper or online order form between DocuSign and Reseller that sets forth the DocuSign Services selected by Customer.

**“Order End Date”** means the end date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

**“Order Start Date”** means the start date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

**“Professional Services”** means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work (**“SOW”**) between DocuSign and Reseller.

**“Public Sector Resale Customers”** are Customers authorized to use DocuSign Services pursuant to an Order Form and/or SOW and the Agreement and are: (i) a United States Federal agency or department (as well as any eligible ordering activity purchasing through a Federal Supply Schedule Contract, as defined in GSA Order OGP 4800.21 (or its successor), state or local government or agency thereof, or (ii) a United States public school (including both K-12 and university institutions), but only to the extent the DocuSign Services are being used in an Authorized User’s official capacity as a Federal, state, local government, or school official or employee (**“Official Use”**). Customers who are not bona fide Public Sector Resale Customers are not eligible to use DocuSign Services according to the terms of this MSA, but, instead, will be subject to terms included in DocuSign’s standard Master Services Agreement for Resell Customers, which is available at: <https://www.docusign.com/company/terms-and-conditions/reseller>.

**“Purchase Agreement”** means any agreement between Customer and Reseller relating to Customer’s purchase of DocuSign Services from that Reseller.

**“Reseller”** means an entity that has contracted with DocuSign or one of DocuSign’s authorized distributors to resell DocuSign Services and with which Customer has contracted directly to purchase applicable DocuSign Services.

**“Service Schedule”** means the service-specific terms and conditions applicable to a particular DocuSign Service(s) provisioned to Customer.

**“System”** means the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to make available the DocuSign Services via the Internet.

**“Third-Party Services”** means services, software, products, applications, integrations and other features or offerings that are provided by Customer or obtained by Customer from a third party.

## 2. USAGE AND ACCESS RIGHTS

**2.1 Right to Use.** DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of the Agreement, DocuSign grants to Customer a worldwide, limited, non-exclusive, non-transferable right and license during the Term, solely for its Official Use by Authorized Users for Customer’s internal business purposes, and in accordance with the Documentation, to: (a) access and use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will ensure that its Authorized Users using the DocuSign Services under its Account comply with all of Customer’s obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

**2.2 Restrictions.** Customer shall not, and shall not permit its Authorized Users or others under its control to, do the following with respect to the DocuSign Services:

- (a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer’s authorized use set forth in this Agreement, including the applicable Order Form or SOW;
- (b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;
- (c) access or use the DocuSign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services, or (ii) allowing access to its Account or the DocuSign Services by a direct competitor of DocuSign;

(d) reverse engineer, decompile, disassemble, copy or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Services or technologies, without DocuSign's written consent;

(e) use the DocuSign Services or Documentation in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

(f) use the DocuSign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Services or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or

(g) use, or allow the use of, the DocuSign Services by anyone located in, under the control of, or a resident of a U.S. embargoed country or territory or by a prohibited end user under Export Laws (as defined in Section 13.5).

**2.3 Suspension of Access.** DocuSign may suspend any use of the DocuSign Services or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates Section 2.2 above, unless DocuSign is prohibited from doing so by applicable law or regulation (e.g. FAR 52.233-1 as prescribed by FAR 33.215 or other agency supplemental terms as applicable to Customer). DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law, regulation or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

**2.4 Third-Party Services.** Customer may choose to obtain Third-Party Services from third parties and/or DocuSign (for example, through a reseller arrangement or otherwise). Any acquisition by Customer of Third-Party Services is solely between Customer and the applicable Third-Party Service provider and DocuSign does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services, unless expressly provided otherwise in the Order Form or this Agreement. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services. In the event Customer chooses to integrate or interoperate Third-Party Services with DocuSign Services in a manner that requires DocuSign or the DocuSign Services to exchange Customer Data with such Third-Party Service or Third-Party Service provider, Customer: (a) grants DocuSign permission to allow the Third-Party Service and Third-Party Service provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the DocuSign Services; (b) acknowledges that any exchange of data between Customer and any Third-Party Service is solely between Customer and the Third-Party Service provider and is subject to the Third-Party Service provider's terms and conditions governing the use and provision of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service provider); and (c) agrees that DocuSign is not responsible for any disclosure, modification or deletion of Customer Data resulting from access to such data by Third-Party Services and Third-Party Service providers.

### 3. OWNERSHIP

**3.1 Customer Data.** Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store and/or disclose Customer Data in order to provide the DocuSign Services to Customer, solely in accordance with the terms of the Agreement and subject to the terms of Section 11.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by applicable law or regulation.

**3.2 DocuSign Services.** DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design



contributions, or derivative works thereto, and any knowledge or processes related thereto (including any machine learning algorithms output from the DocuSign Services) and/or provided hereunder.

**3.3 Professional Services.** Unless otherwise specified in the applicable SOW, all deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the DocuSign Service(s) under the Agreement. Professional Service(s) under the Agreement. Effective only as of final payment by Customer to DocuSign of all amounts required by an Order Form or SOW, and subject to the terms and conditions of the Agreement, DocuSign grants to Customer a nonexclusive, for the duration of legal protection, worldwide, royalty-free license to use deliverables created for Customer during performance of Professional Services (“Work Product”) provided to Customer under the Order Form or SOW, solely for purposes of Customer’s internal business operations only. This license includes permission to make copies of the provided Work Product for such internal use but not permission to distribute the Work Product or any copies of them.

**3.4 Feedback.** DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources (“**Feedback**”). To the extent Customer provides Feedback, Customer grants to DocuSign and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the DocuSign Services) without restriction provided that: such Feedback does not identify Customer, or Authorized Users, or include any Customer Data without Customer’s prior written consent.

#### 4. SECURITY AND CUSTOMER DATA

**4.1 Security.** DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data in accordance with the Security Attachment for DocuSign Services found at: <https://www.docusign.com/company/terms-and-conditions/security-attachment-docusign-services>. Additional or differing security obligations, if any, will be expressly set forth in the applicable Service Schedule, Order Form, or separate written agreement between the Parties.

**4.2 Customer Data.** Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer’s business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer’s use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) in accordance with the Data Protection Attachment for DocuSign Services found at: <https://www.docusign.com/company/terms-and-conditions/data-protection-attachment>, for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer’s compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer’s non-compliance; and (c) as otherwise set forth in the Agreement.

**4.3 Usage Data.** Customer agrees that DocuSign may collect and use quantitative data, derived from the use of the DocuSign Services for business purposes, including industry analysis, benchmarking, analytics, marketing, and other business purposes. Before doing so, DocuSign will deidentify and anonymize all Usage Data in such manner that does not allow for identification of Customer Data or Customer’s Confidential Information and will disclose such Usage Data in aggregate form only.

#### 5. PURCHASE AGREEMENT.

Customer will comply with the terms of the Purchase Agreement. Customer acknowledges that compliance with the terms of the Purchase Agreement is a material condition under this Agreement, and if Reseller notifies DocuSign that Customer is in breach of such Purchase Agreement, DocuSign may consider the Customer to be in breach of this Agreement.

#### 6. RESERVED

## 7. TERM AND TERMINATION

**7.1 Term.** The term of an Order Form or SOW and any associated Service Schedule(s) is the period of time that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form or SOW (the “**Term**”). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by the Agreement. The term of this MSA and this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect or DocuSign Services are provisioned to Customer. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

**7.2 Termination for Breach.** If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then except as prohibited by applicable law or regulation, the other Party may terminate the Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. If Customer terminates the Agreement for DocuSign's breach, pursuant to this Section 7.2, that is incapable of cure, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to the unused portion of the Term.

**7.3 Post-Termination Obligations.** If this Agreement expires or is terminated for any reason: (a) except as prohibited by applicable law or regulation, Customer will pay any amounts owed by Customer that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to DocuSign Services and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further DocuSign Services to Customer under the Agreement will immediately terminate, except any such DocuSign Services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 7.1, 7.3, 7.4, 8.4 and 9 through 13 will survive. Except as otherwise expressly set forth herein and unless prohibited by applicable law or regulation, no termination for any reason shall entitle Customer or Reseller to a refund of any portion of the fees paid and any fees or charges incurred through the effective date of termination which shall become immediately due and payable.

**7.4 Retrieval of Customer Data and Transition Services.** During the Term, Customer may extract Customer Data from the DocuSign Services as described in the Documentation and the applicable Service Schedule. If, upon termination or expiration of the Agreement, Customer has failed to retrieve its Customer Data and/or if Customer otherwise requires further support from DocuSign in relation to such termination or expiration, Customer may request and DocuSign will provide: (a) assistance in retrieving Customer Data and completed eDocuments still remaining in the DocuSign Services, and/or (b) other reasonable transition assistance, the details of which will be set forth in a mutually agreed upon Statement of Work between the Parties at DocuSign's then-current rates for such services.

## 8. WARRANTIES AND DISCLAIMERS

**8.1 DocuSign Service Warranties.** DocuSign warrants that during the applicable Term, (a) the DocuSign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services; (b) DocuSign will use commercially reasonable efforts to ensure that the DocuSign Services do not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into Customer's system; and (c) the operation of its business as it relates to the DocuSign Services will comply with all applicable laws and regulations. Customer's sole and exclusive remedy for any breach of the warranties in 8.1(a) and (b) above by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement and, in such event, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to nonconforming DocuSign Services and the unused portion of the Term.

**8.2 DocuSign Professional Services Warranties.** If Customer has purchased Professional Services in an Order Form and/or SOW, DocuSign warrants to Customer that the Professional Services

will be performed in a competent and workmanlike manner. Customer's exclusive remedy for breach of this warranty is to notify DocuSign in writing within thirty (30) days of the non-conforming Professional Services. Upon receipt of such notice, DocuSign will use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements. This Section 8.2 (DocuSign Professional Services Warranties) sets forth Customer's exclusive rights and remedies and DocuSign's sole liability in connection with the warranty related to the performance of the Professional Services.

**8.3 Mutual Warranties.** Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; (b) no authorization or approval from any third party is required in connection with its execution, delivery or performance of the Agreement; and (c) it is duly organized and validly existing under the laws of the state of its incorporation or formation and has full power and authority to enter into the Agreement and to carry out the provisions hereto.

**8.4 DISCLAIMER.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT: (A) NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER; AND (B) EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

## 9. THIRD-PARTY CLAIMS

**9.1 By DocuSign.** DocuSign will defend and, in accordance with Section 9.2 (Procedures), indemnify Customer (including Customer's employees, directors, agents and representatives) from and against, any: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (each, a "Claim") to the extent arising from: (i) any actual breach by DocuSign of its confidentiality obligations in the Agreement; and (ii) any alleged infringement of any third-party intellectual property right occurring from Customer's use of the DocuSign Services as authorized under the Agreement. Notwithstanding the foregoing, DocuSign will not be responsible for any Claim due to Customer's or its Authorized User's combination of DocuSign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the DocuSign Services not described in the Documentation or otherwise expressly authorized by DocuSign in writing.

**9.2 Procedures.** Except as prohibited by applicable law or regulation, indemnification is expressly conditioned on: (a) the Customer providing prompt written notice of the claim for which indemnification is sought hereunder (the "Claim"), and (b) DocuSign being given a full and complete opportunity to control the defense and settlement of the Claim (or to meaningfully participate in such defense/settlement where control is expressly prohibited by applicable law). Customer or Customer's authorized settlement authority (as applicable) shall not, without DocuSign's prior written consent, agree to any settlement on behalf of DocuSign which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of DocuSign. Notwithstanding anything herein to the contrary, and, except as prohibited by applicable law or regulation, DocuSign will not be responsible for any Claim due to Customer's or its Authorized User's combination of DocuSign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the DocuSign Services not described in the Documentation or otherwise expressly authorized by DocuSign in writing.

**9.3 Infringement Remedy.** If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification obligations under Section 9.1 above, then DocuSign will, at its sole expense and option, except as prohibited by applicable law or regulation, either: (a) obtain for Customer the right to use the affected portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to avoid the Claim without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with items of substantially similar functionality so as to avoid the Claim. If DocuSign determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the Agreement, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees for the infringing DocuSign Services received by DocuSign under the Agreement that correspond to the unused portion of the Term. Except as prohibited by applicable law or regulation, the remedies set out in this Section 9.2

(Infringement Remedy) are Customer's sole and exclusive remedies for any actual or alleged infringement by the DocuSign Services of any third-party intellectual property right.

## 10. LIMITATION OF LIABILITY

**10.1 Exclusion of Damages.** EXCEPT FOR THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

**10.2 Limitation of Liability.** EXCEPT FOR: (A) EITHER PARTY'S EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT (C) DAMAGES RESULTING FROM DEATH OR BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY, CAUSED BY EITHER PARTY'S NEGLIGENCE; (D) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (E) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (AND THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE(S) PROVIDED HEREUNDER WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO RESELLER FOR THE DOCUSIGN SERVICE(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT.

**10.3 Independent Allocations of Risk.** Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of the Agreement between the Parties. This allocation is reflected in the pricing offered by DocuSign and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of the Agreement, and each of these provisions will apply even if the warranties in the Agreement have failed of their essential purpose.

## 11. CONFIDENTIALITY

**11.1 Restricted Use and Nondisclosure.** During and after the Term, Recipient will to the extent permissible according to applicable law or regulation: (a) use the Confidential Information of the disclosing Party solely for the purpose for which it is provided or for legal, regulatory or compliance purposes as required by applicable law or regulation; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates (where Recipient is DocuSign), attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

**11.2 Required Disclosure.** If Recipient is required by applicable law or regulation to disclose Confidential Information of the disclosing Party (such as but not limited to the terms of this Agreement), Recipient will give prompt written notice to the disclosing Party before making the disclosure, unless prohibited from doing so by applicable legal, regulatory (e.g. FAR or DFAR) or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure. Notwithstanding the foregoing, Customer may comply with any requirement under the Customer's applicable U.S. State law (for non-Federal U.S. Customers) with respect to use and disclosure of public records including without limitation any applicable "Freedom of Information" laws. If Customer is required by applicable law to disclose any information that would be considered to be Confidential Information as set forth herein, Customer shall make reasonable efforts to notify DocuSign of such disclosure, to limit such disclosure to only that information that is required to be disclosed by applicable law and to cooperate in any effort reasonably made by DocuSign to prevent or limit such disclosure.

**11.3 Ownership.** Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

**11.4 Remedies.** Recipient acknowledges that any actual or threatened breach of this Section 10 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party may be entitled under applicable law (but not required) to seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of the Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

## 12. GOVERNING LAW, VENUE AND CLAIMS

### 12.1 Governing Law / Venue

**(a) U.S. Federal and State/Local Customers.** Notwithstanding anything herein to the contrary, provisions of the Agreement pertaining to governing law and venue such as Section 12.1(b) do not apply to Customer's Official Use of DocuSign Services in Customer's capacity as a state, local government, U.S. Federal Government agency, or school official or employee to the extent such provisions are prohibited by Customer's applicable State constitution or laws, or (as applicable) U.S. Federal law.

**(b) All other Customers.** Except as set forth in Section 12.1(a) (above), this Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary, and, the Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any Federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement.

**(c) Conventions / Equitable Relief.** To the extent permitted by applicable law, choice of law rules, the 1980 U.N. Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted, shall not apply. Notwithstanding the foregoing, and except as prohibited by applicable law or regulation, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights.

**12.2 English Language.** To the extent allowed by law, the English version of this Agreement is binding, and other translations are for convenience only.

**12.3 Claims.** If the Customer is an "executive agency" of the United States Government (as defined by 41 USC 7101-8), then all Claims (as defined in FAR 52.233-1-c) by DocuSign against the United States for any alleged breach of this Agreement must be brought as a dispute as set forth in the Contract Disputes Act (41 USC 7101).

## 13. GENERAL

**13.1 Relationship.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

**13.2 Assignability.** Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent, such consent not to unreasonably be withheld. Notwithstanding the foregoing, except as prohibited by applicable law or regulation, DocuSign may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain, and Customer may assign to a successor agency as part of formal reorganization, provided that: (a) for Customers, if they are authorized to do so by FAR 42.1204 or State equivalent; and (b) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

**13.3 Notices.** Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to [legal@docuSign.com](mailto:legal@docuSign.com). Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 12.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, or two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

**13.4 Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision and without its fault or negligence (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("**Force Majeure Event**"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event, setting forth the full particulars in connection therewith; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event with all reasonable dispatch; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Delays in fulfilling the obligations to pay hereunder are excused only to the extent that payments are entirely prevented by the Force Majeure Event. If DocuSign Services are not restored within thirty (30) days of the Force Majeure Event, Customer may terminate the Agreement upon providing written notice to DocuSign, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to the unused portion of the Term.

**13.5 Trade Restrictions.** The DocuSign Services, Documentation, and the provision and any derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("**Trade Restrictions**").

(a) Each Party shall comply with all applicable Trade Restrictions in performance of the Agreement. For the avoidance of doubt, nothing in the Agreement is intended to induce or require either Party to act in any manner which is penalized or prohibited under any applicable laws, rules, regulations or decrees.

(b) Each Party represents that it is not a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) located or organized in a country or territory subject to comprehensive U.S. sanctions (currently including Cuba, Crimea, Iran, North Korea, Syria) ("**Sanctioned Territory**"); (ii) owned or controlled by or acting on behalf of the government of a Sanctioned Territory; (iii) an entity organized in or a resident of a Sanctioned Territory; (iv) identified on any list of restricted parties targeted under U.S., EU or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's ("**OFAC**") List of Specially Designated Nationals and Other Blocked Persons, the OFAC Sectoral Sanctions List, the U.S. State Department's Nonproliferation Sanctions and other lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>, the consolidated list of persons, groups and entities subject to EU financial sanctions from time to time; or (v) owned or controlled by, or acting on behalf of, any of the foregoing.

(c) Customer acknowledges and agrees that it is solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Authorized Users' content or Customer Data transmitted through the DocuSign Services. Customer shall not and shall not permit any Authorized User to access, use, or make the DocuSign Services available to or by any Restricted Party or to or from within any Sanctioned Territory.

**13.6 Anti-Corruption.** In connection with the DocuSign Services performed under this Agreement and Customer's use of DocuSign's services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DocuSign employees or agents in connection with an Order Form, SOW or this Agreement.

**13.7 U.S. Government Rights.** All DocuSign Services, including Documentation, and any software as may be provided under an applicable Service Schedule, are deemed to be “commercial computer software” and “commercial computer software documentation”. “Commercial computer software” has the meaning set forth in FAR section 2.101 for US. Federal civilian agency purchases and DFARS 252.227-7014(a)(1) for U.S. Federal defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a U.S. Federal civilian agency, including acquisitions via GSA contract, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

**13.8 Publicity.** Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, DocuSign agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of DocuSign’s hosted sites unless permission to do so has been granted by Customer or by other relevant government authority.

**13.9 Waiver.** The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party’s right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

**13.10 Severability.** If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

**13.11 Insurance.** DocuSign will maintain, at its sole expense, insurance in such amounts and with such types of coverage as is usual and customary with coverage limits that are appropriate for the DocuSign Services supplied under the Agreement. At a minimum, DocuSign shall maintain: (i) commercial general liability insurance (including automobile liability if applicable to the DocuSign Services); (ii) errors and omissions insurance (which will include cyber-liability insurance); and (iii) insurance for claims under workers compensation laws or other similar laws or regulations. Upon Customer’s prior written request DocuSign shall provide Customer with a certificate of insurance evidencing such insurance coverages.

**13.12 Entire Agreement.** This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under this Agreement. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. This Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.



## MEMORANDUM

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

**MEETING DATE:** Oct 8, 2024

**ITEM NAME:** JAJB FRWRM Grant Letter of Support

**SUBMITTED BY:** Ross Hallihan, Mitigation & Planning Specialist

**SUMMARY:** Jason Wilcox of JAJB Properties LLC. Is requesting a letter of support from the BOCC to apply for a FRWRM grant. This grant would fund wildfire fuel reduction work on several agricultural ranches along County Road 358.

**RECOMMENDATION:** I fully recommend their proposal to the Board of County Commissioners for consideration of a letter of support.

**BACKGROUND:**

Jason Wilcox of JAJB Properties, LLC is requesting a letter of support from the county commissioners in order to apply for the Colorado Forest Service's Forest Restoration & Wildfire Risk Mitigation grant. This grant is aimed at furthering fuel reduction efforts on several agricultural ranches near County Road 358 (Bear Creek Road).

- JAJB Properties LLC has applied for and received a FRWRM grant in the 2022/2023 grant cycle, leading to fuel reduction projects across several agricultural ranches in Huerfano County.
  - 52.5 Acres completed and reimbursed by CSFS
  - 12.5 acres in progress (Estimated about 70% complete)
  - 52 acres in progress (Estimated about 45% completed)
- The current application is to perform fuel reduction on 100 acres, building on and chaining to work in existing project sites.
- Jason has used his brother's company: HCTI as the contractor to complete work across the project sites. HCTI will carry out the work outlined in the current application.

Fuel reduction projects address high density pinon-juniper forest on and around mesas South of CR 358.

- Creating fuel breaks in hard to access properties/terrain
- Fuel Reduction opens up access for cattle, who in turn can control grass fuels.



- “Patches” of trees and meadows are more attractive to wildlife like elk.

Previous and ongoing fuel treatments make use of the forest byproducts produced in fuel reduction.

- Mature trees that are cut down are rendered into firewood.
- Young trees have been recovered as transplant trees for landscaping.
- Slash has been taken to a novel carbon sequestration experiment site

The proposed project that this FRWRM grant will fund helps to reduce wildfire risk to CR 358, protect nearby communities like River Ridge Ranch, creates a “fuel break” to curtail larger wildfires moving through the landscape and protects important agricultural land used for cattle grazing. It is inline with the Community Wildfire Protection Plan of the La Veta Fire Protection District and addresses concerns of life safety and infrastructure and property protection held by the office of Emergency Management.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

**NOTES:**

Arica Andreatta, Chairman  
 Karl Sporleder, Commissioner  
 Mitchell Wardell, Commissioner



## Board of County Commissioners

Colorado State Forest Service  
 5060 Campus Delivery  
 Fort Collins, CO 80523

October 8, 2024

RE: JAJB Properties, LLC Forest Restoration & Wildfire Risk Mitigation Grant Letter of Support

To Whom It May Concern:

Please accept this letter of support for JAJB Properties, LLC application to the 2024 Forest Restoration & Wildfire Risk Mitigation grant. We recognize that fuel reduction projects such as this play a crucial role in reducing wildfire risk in Huerfano county.

Funding from programs like the Forest Restoration & Wildfire Risk Mitigation grant are important for landscape scale fuel reduction work and this project targets an area of high fuel density that is difficult to access. In addition to reducing wildfire risk to residents of the county, reducing the density of trees in these areas will serve to open up land for grazing, which in turn helps to reduce wildfire risk through the forage of cattle on grass fuels. The breaks in the packed forest are also important habitat for wildlife like elk, who prefer the patches of trees and open meadows created by fuel reduction projects such as the one JAJB Properties LLC is proposing.

We appreciate that this proposed project is tied into objectives in the La Veta Fire Protection District's Community Wildfire Protection Plan and is a continuation of completed and in progress fuel reduction work that has been funded by previous FRWRM grants. JAJB Properties LLC's other fuel reduction projects have focused on land across multiple agricultural ranches, have taken into consideration nearby residential subdivisions like River Ridge Ranch, have outlined a scope that is within their ability to complete and have addressed the use of forest byproducts created by fuel reduction work.

JAJB Properties LLC has engaged with their surrounding communities and neighboring ranches, have created realistic work plans and been effective in carrying out treatments. Their goals and methodologies are in line with the intent of the Forest Restoration & Wildfire Risk Mitigation Grant and their project focuses on important areas that are difficult to access and treat. Our Board of County Commissioners is proud to offer this letter of support.

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Arica Andreatta  
 Chair, Board of County Commissioners

# Cash Requirement Summary (APLT30)

# Huerfano County

| Fund                            | Cash Account    | Cash Balance          | AP Cash Pending       | GL Cash Pending | Cash Available        |
|---------------------------------|-----------------|-----------------------|-----------------------|-----------------|-----------------------|
| 001 GENERAL FUND                | 001-00000-10200 | \$1,668,225.76        | (\$143,933.68)        | \$0.00          | \$1,524,292.08        |
| 002 ROAD & BRIDGE FUND          | 002-00000-10200 | \$188,432.75          | (\$8,106.28)          | \$0.00          | \$180,326.47          |
| 004 SPECIAL PROJECT FUND        | 004-00000-10200 | (\$929,675.04)        | (\$11,999.87)         | \$0.00          | (\$941,674.91)        |
| 051 P.I.L.T.                    | 051-00000-10200 | \$589,917.15          | (\$19,379.28)         | \$0.00          | \$570,537.87          |
| 068 WASTE TRANSFER ENTERPRISE   | 068-00000-10200 | \$3,580.64            | (\$70.36)             | \$0.00          | \$3,510.28            |
| 069 EMERGENCY SERVICES FUND     | 069-00000-10200 | \$1,564,747.98        | (\$7,173.96)          | \$0.00          | \$1,557,574.02        |
| 070 GARDNER PUBLIC IMP DISTRICT | 070-00000-10200 | \$93,763.11           | (\$5,913.19)          | \$0.00          | \$87,849.92           |
| <b>Grand Totals:</b>            |                 | <b>\$3,178,992.35</b> | <b>(\$196,576.62)</b> | <b>\$0.00</b>   | <b>\$2,982,415.73</b> |

Approved by-----

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

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

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

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

# Invoices Selected for Payment (APLT33)

| Invoice | Inv Date | Due Date | Description | Invoice Amt |
|---------|----------|----------|-------------|-------------|
|---------|----------|----------|-------------|-------------|

**Vendor: 8330 ADPRO**

|      |           |           |                  |          |
|------|-----------|-----------|------------------|----------|
| 8772 | 9/30/2024 | 10/9/2024 | public relations | \$450.00 |
|------|-----------|-----------|------------------|----------|

**Bank: 3 Account: 031236331 Wire: No Direct Dep: No**

| GL Acct       | GL Description            | Amount   |
|---------------|---------------------------|----------|
| 0014012751304 | ADVERTISING AND PROMOTION | \$450.00 |

**Subtotal for Vendor 8330 : \$450.00**

**Vendor: 1306 AVENU INSIGHTS & ANALYTICS**

|             |           |           |                   |            |
|-------------|-----------|-----------|-------------------|------------|
| INVB 056803 | 9/25/2024 | 10/9/2024 | SEPTEMBER INVOICE | \$2,846.13 |
|-------------|-----------|-----------|-------------------|------------|

**Bank: 3 Account: 031236331 Wire: No Direct Dep: No**

| GL Acct       | GL Description           | Amount     |
|---------------|--------------------------|------------|
| 0014040051814 | SOFTWARE LEASE AGREEMENT | \$2,846.13 |

|             |           |           |                                            |            |
|-------------|-----------|-----------|--------------------------------------------|------------|
| INVB-056804 | 10/3/2024 | 10/9/2024 | MONTHLY SOFTWARE SUPPORT FORMS & MAINT FEE | \$2,642.41 |
|-------------|-----------|-----------|--------------------------------------------|------------|

**Bank: 3 Account: 031236331 Wire: No Direct Dep: No**

| GL Acct       | GL Description           | Amount     |
|---------------|--------------------------|------------|
| 0014030051814 | SOFTWARE LEASE AGREEMENT | \$2,642.41 |

**Subtotal for Vendor 1306 : \$5,488.54**

**Vendor: 1381 CDPHE**

|             |           |           |                                                           |          |
|-------------|-----------|-----------|-----------------------------------------------------------|----------|
| FGD20240403 | 8/12/2024 | 10/9/2024 | drinking water fee July 2024 to June 2025 PWSID CO0128300 | \$113.00 |
|-------------|-----------|-----------|-----------------------------------------------------------|----------|

**Bank: 3 Account: 031236331 Wire: No Direct Dep: No**

| GL Acct       | GL Description | Amount   |
|---------------|----------------|----------|
| 0704910051827 | STATE PERMITS  | \$113.00 |

|             |          |           |                        |          |
|-------------|----------|-----------|------------------------|----------|
| WI251165877 | 9/6/2024 | 10/9/2024 | ORLANDO PIT ANNUAL FEE | \$137.00 |
|-------------|----------|-----------|------------------------|----------|

**Bank: 3 Account: 031236331 Wire: No Direct Dep: No**

| GL Acct       | GL Description   | Amount   |
|---------------|------------------|----------|
| 0024304051501 | GRAVEL/SAND/SALT | \$137.00 |

**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date                                   | Due Date  | Description                                            | Invoice Amt                    |               |
|----------------------------|--------------------------------------------|-----------|--------------------------------------------------------|--------------------------------|---------------|
| <b>WI251166026</b>         | 9/6/2024                                   | 10/9/2024 | ORPHAN VIEW PIT ANNUAL FEE                             | \$137.00                       |               |
|                            |                                            |           | <b>Bank: 3 Account: 031236331</b>                      | <b>Wire: No Direct Dep: No</b> |               |
|                            |                                            |           | <b>GL Acct</b>                                         | <b>GL Description</b>          | <b>Amount</b> |
|                            |                                            |           | 0024304051501                                          | GRAVEL/SAND/SALT               | \$137.00      |
| Subtotal for Vendor 1381 : |                                            |           |                                                        | <b>\$387.00</b>                |               |
| <b>Vendor: 8453</b>        | <b>CIARLO'S EMERGENCY MANAGEMENT &amp;</b> |           |                                                        |                                |               |
| <b>October2024</b>         | 10/1/2024                                  | 10/9/2024 | Contract to end of year                                | \$7,000.00                     |               |
|                            |                                            |           | <b>Bank: 3 Account: 031236331</b>                      | <b>Wire: No Direct Dep: No</b> |               |
|                            |                                            |           | <b>GL Acct</b>                                         | <b>GL Description</b>          | <b>Amount</b> |
|                            |                                            |           | 0694210051310                                          | PROFESSIONAL SERVICES          | \$7,000.00    |
| Subtotal for Vendor 8453 : |                                            |           |                                                        | <b>\$7,000.00</b>              |               |
| <b>Vendor: 1017</b>        | <b>CITY OF WALSENBURG</b>                  |           |                                                        |                                |               |
| <b>October2024</b>         | 9/30/2024                                  | 10/9/2024 | Utility Billing for period of 08/15/2024 to 09/16/2024 | \$2,523.65                     |               |
|                            |                                            |           | <b>Bank: 3 Account: 031236331</b>                      | <b>Wire: No Direct Dep: No</b> |               |
|                            |                                            |           | <b>GL Acct</b>                                         | <b>GL Description</b>          | <b>Amount</b> |
|                            |                                            |           | 0014060051370                                          | UTILITIES                      | \$1,352.73    |
|                            |                                            |           | 0014151051370                                          | UTILITIES                      | \$134.40      |
|                            |                                            |           | 0014212051370                                          | UTILITIES                      | \$664.65      |
|                            |                                            |           | 0014640051370                                          | UTILITIES                      | \$92.96       |
|                            |                                            |           | 0015020051853                                          | UTILITIES JUDICIAL             | \$18.55       |
|                            |                                            |           | 0024308051370                                          | UTILITIES                      | \$16.04       |
|                            |                                            |           | 0684080051370                                          | UTILITIES                      | \$70.36       |
|                            |                                            |           | 0694900051370                                          | UTILITIES                      | \$173.96      |
| Subtotal for Vendor 1017 : |                                            |           |                                                        | <b>\$2,523.65</b>              |               |

# Invoices Selected for Payment (APLT33)

| Invoice | Inv Date | Due Date | Description | Invoice Amt |
|---------|----------|----------|-------------|-------------|
|---------|----------|----------|-------------|-------------|

|                                   |           |           |                                                           |                    |
|-----------------------------------|-----------|-----------|-----------------------------------------------------------|--------------------|
| <b>Vendor: 8384 CONVERGINT</b>    |           |           |                                                           |                    |
| 247323                            | 9/26/2024 | 10/9/2024 | DOOR CONTROL AND CYBER HARDING                            | \$19,379.28        |
|                                   |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b> |                    |
|                                   |           |           | <b>GL Acct GL Description Amount</b>                      |                    |
|                                   |           |           | 0514720051945 HELP AMERICA VOTE ACT GRANT                 | \$19,379.28        |
| 249089                            | 9/30/2024 | 10/9/2024 | Judicial Center Security Grant                            | \$21,541.41        |
|                                   |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b> |                    |
|                                   |           |           | <b>GL Acct GL Description Amount</b>                      |                    |
|                                   |           |           | 0015020051665 COURT SECURITY GRANT                        | \$6,217.66         |
|                                   |           |           | 0015020051665 COURT SECURITY GRANT                        | \$15,323.75        |
| <b>Subtotal for Vendor 8384 :</b> |           |           |                                                           | <b>\$40,920.69</b> |

|                                   |           |           |                                                           |                   |
|-----------------------------------|-----------|-----------|-----------------------------------------------------------|-------------------|
| <b>Vendor: 8262 Core&amp;Main</b> |           |           |                                                           |                   |
| V559775                           | 9/3/2024  | 10/9/2024 | coated nylon strap, cts ss insert, 3/4 ball corp          | \$451.99          |
|                                   |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b> |                   |
|                                   |           |           | <b>GL Acct GL Description Amount</b>                      |                   |
|                                   |           |           | 0704910051380 VEH REPAIRS/MAINTENANCE                     | \$451.99          |
| V574726                           | 9/12/2024 | 10/9/2024 | 1 1/2 x 13 Mach 10 gal R900I V4                           | \$1,050.30        |
|                                   |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b> |                   |
|                                   |           |           | <b>GL Acct GL Description Amount</b>                      |                   |
|                                   |           |           | 0704910051380 VEH REPAIRS/MAINTENANCE                     | \$1,050.30        |
| <b>Subtotal for Vendor 8262 :</b> |           |           |                                                           | <b>\$1,502.29</b> |

|                               |           |           |                                                           |          |
|-------------------------------|-----------|-----------|-----------------------------------------------------------|----------|
| <b>Vendor: 3167 DEEP ROCK</b> |           |           |                                                           |          |
| 21280068 092824               | 9/28/2024 | 10/9/2024 | 5 gallon artesian water delivery                          | \$368.62 |
|                               |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b> |          |
|                               |           |           | <b>GL Acct GL Description Amount</b>                      |          |

**Invoices Selected for Payment (APLT33)**

| Invoice | Inv Date | Due Date | Description | Invoice Amt |
|---------|----------|----------|-------------|-------------|
|---------|----------|----------|-------------|-------------|

|               |  |  |                 |          |
|---------------|--|--|-----------------|----------|
| 0014790051210 |  |  | OFFICE SUPPLIES | \$368.62 |
|---------------|--|--|-----------------|----------|

Subtotal for Vendor 3167 : \$368.62

**Vendor: 1159 DISTRICT HEALTH DEPT.**

|             |           |           |                                         |             |
|-------------|-----------|-----------|-----------------------------------------|-------------|
| October2024 | 10/1/2024 | 10/9/2024 | October 2024 Allocation per 2024 Budget | \$13,000.00 |
|-------------|-----------|-----------|-----------------------------------------|-------------|

**Bank: 3 Account: 031236331 Wire: No Direct Dep: No**

| GL Acct |  |  | GL Description | Amount |
|---------|--|--|----------------|--------|
|---------|--|--|----------------|--------|

|               |  |  |                 |             |
|---------------|--|--|-----------------|-------------|
| 0014411051316 |  |  | HEALTH PAYMENTS | \$13,000.00 |
|---------------|--|--|-----------------|-------------|

Subtotal for Vendor 1159 : \$13,000.00

**Vendor: 1048 GARDNER PUBLIC IMPROVEMENT**

|             |           |           |                                                                  |          |
|-------------|-----------|-----------|------------------------------------------------------------------|----------|
| October2024 | 9/30/2024 | 10/9/2024 | Water and Sewer billing - Gardner Road shop and Community Center | \$136.00 |
|-------------|-----------|-----------|------------------------------------------------------------------|----------|

**Bank: 3 Account: 031236331 Wire: No Direct Dep: No**

| GL Acct |  |  | GL Description | Amount |
|---------|--|--|----------------|--------|
|---------|--|--|----------------|--------|

|               |  |  |                   |         |
|---------------|--|--|-------------------|---------|
| 0014060051311 |  |  | SEWER/WATER/TRASH | \$68.00 |
|---------------|--|--|-------------------|---------|

|               |  |  |                   |         |
|---------------|--|--|-------------------|---------|
| 0024308051311 |  |  | SEWER/WATER/TRASH | \$68.00 |
|---------------|--|--|-------------------|---------|

Subtotal for Vendor 1048 : \$136.00

**Vendor: 8196 GARVER ENGINEERING**

|            |           |           |                               |             |
|------------|-----------|-----------|-------------------------------|-------------|
| 24a25200-1 | 9/13/2024 | 10/9/2024 | airfield lighting and signage | \$88,768.00 |
|------------|-----------|-----------|-------------------------------|-------------|

**Bank: 3 Account: 031236331 Wire: No Direct Dep: No**

| GL Acct |  |  | GL Description | Amount |
|---------|--|--|----------------|--------|
|---------|--|--|----------------|--------|

|               |  |  |                        |             |
|---------------|--|--|------------------------|-------------|
| 0014640051866 |  |  | FAA/ARPA AIRPORT GRANT | \$88,768.00 |
|---------------|--|--|------------------------|-------------|

Subtotal for Vendor 8196 : \$88,768.00

**Vendor: 8341 GPMBF,LLC**

**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date    | Due Date                         | Description                                                                                            | Invoice Amt     |
|----------------------------|-------------|----------------------------------|--------------------------------------------------------------------------------------------------------|-----------------|
| 1450                       | 10/1/2024   | 10/9/2024                        | e-filings joint status report                                                                          | \$24.00         |
|                            |             | <b>Bank: 3</b>                   | <b>Account: 031236331</b>                                                                              | <b>Wire: No</b> |
|                            |             |                                  | <b>Direct Dep: No</b>                                                                                  |                 |
|                            |             | <b>GL Acct</b>                   | <b>GL Description</b>                                                                                  | <b>Amount</b>   |
|                            |             | 0014012751310                    | PROFESSIONAL SERVICES                                                                                  | \$24.00         |
| 1451                       | 10/1/2024   | 10/9/2024                        | analyze Colorado court of appeals opinion, review docket re petition.<br>Finalize motion for extension | \$4,795.00      |
|                            |             | <b>Bank: 3</b>                   | <b>Account: 031236331</b>                                                                              | <b>Wire: No</b> |
|                            |             |                                  | <b>Direct Dep: No</b>                                                                                  |                 |
|                            |             | <b>GL Acct</b>                   | <b>GL Description</b>                                                                                  | <b>Amount</b>   |
|                            |             | 0014211051670                    | PROFESSIONAL SERVICES (ATTY)                                                                           | \$4,795.00      |
| Subtotal for Vendor 8341 : |             |                                  |                                                                                                        | \$4,819.00      |
| <b>Vendor:</b>             | <b>5567</b> | <b>HD Supply/ HOME DEPOT PRO</b> |                                                                                                        |                 |
| 926014615                  | 9/17/2024   | 10/9/2024                        | 15x20x2 antimicro filter                                                                               | \$93.48         |
|                            |             | <b>Bank: 3</b>                   | <b>Account: 031236331</b>                                                                              | <b>Wire: No</b> |
|                            |             |                                  | <b>Direct Dep: No</b>                                                                                  |                 |
|                            |             | <b>GL Acct</b>                   | <b>GL Description</b>                                                                                  | <b>Amount</b>   |
|                            |             | 0014060051380                    | VEH REPAIRS/MAINTENANCE                                                                                | \$93.48         |
| Subtotal for Vendor 5567 : |             |                                  |                                                                                                        | \$93.48         |
| <b>Vendor:</b>             | <b>1021</b> | <b>HUERFANO COUNTY</b>           |                                                                                                        |                 |
| PW81924                    | 8/19/2024   | 10/9/2024                        | repairs to 1998 ford F150 #8                                                                           | \$146.18        |
|                            |             | <b>Bank: 3</b>                   | <b>Account: 031236331</b>                                                                              | <b>Wire: No</b> |
|                            |             |                                  | <b>Direct Dep: No</b>                                                                                  |                 |
|                            |             | <b>GL Acct</b>                   | <b>GL Description</b>                                                                                  | <b>Amount</b>   |
|                            |             | 0014060051815                    | EQUIPMENT REPAIRS                                                                                      | \$146.18        |
| Subtotal for Vendor 1021 : |             |                                  |                                                                                                        | \$146.18        |
| <b>Vendor:</b>             | <b>7656</b> | <b>IAMGIS</b>                    |                                                                                                        |                 |



**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date | Due Date       | Description                                       | Invoice Amt                           |
|----------------------------|----------|----------------|---------------------------------------------------|---------------------------------------|
| 00848                      | 9/3/2024 | 10/9/2024      | Software and Support for period 9/1/24 to 8/31/25 | \$1,000.00                            |
|                            |          | <b>Bank:</b> 3 | <b>Account:</b> 031236331                         | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |          | <b>GL Acct</b> | <b>GL Description</b>                             | <b>Amount</b>                         |
|                            |          | 0704910051310  | PROFESSIONAL SERVICES                             | \$1,000.00                            |
| Subtotal for Vendor 7656 : |          |                |                                                   | \$1,000.00                            |

**Vendor: 3098 ILLUSTRATED APPAREL**

|                            |           |                |                             |                                       |
|----------------------------|-----------|----------------|-----------------------------|---------------------------------------|
| ILLUSTRATED APPAREL        | 10/3/2024 | 10/9/2024      | PRINTING SHIRT FOR TAX SALE | \$42.00                               |
|                            |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331   | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>       | <b>Amount</b>                         |
|                            |           | 0014030051350  | PRINTING                    | \$42.00                               |
| Subtotal for Vendor 3098 : |           |                |                             | \$42.00                               |

**Vendor: 1032 J. M. TIRE COMPANY**

|          |           |                |                            |                                       |
|----------|-----------|----------------|----------------------------|---------------------------------------|
| 1-122475 | 8/26/2024 | 10/9/2024      | TIRE MOUNT TRACTOR         | \$51.50                               |
|          |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331  | <b>Wire:</b> No <b>Direct Dep:</b> No |
|          |           | <b>GL Acct</b> | <b>GL Description</b>      | <b>Amount</b>                         |
|          |           | 0024304051507  | CONTRACTED REPAIRS         | \$51.50                               |
| 1-122581 | 8/28/2024 | 10/9/2024      | TIRE SENSOR MAVERICK       | \$35.00                               |
|          |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331  | <b>Wire:</b> No <b>Direct Dep:</b> No |
|          |           | <b>GL Acct</b> | <b>GL Description</b>      | <b>Amount</b>                         |
|          |           | 0024304051507  | CONTRACTED REPAIRS         | \$35.00                               |
| 1-122646 | 9/3/2024  | 10/9/2024      | TIRE MOUNT BACKHOE TRAILER | \$186.50                              |
|          |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331  | <b>Wire:</b> No <b>Direct Dep:</b> No |
|          |           | <b>GL Acct</b> | <b>GL Description</b>      | <b>Amount</b>                         |
|          |           | 0024304051507  | CONTRACTED REPAIRS         | \$186.50                              |

# Invoices Selected for Payment (APLT33)

| Invoice  | Inv Date  | Due Date       | Description               | Invoice Amt     |
|----------|-----------|----------------|---------------------------|-----------------|
| 1-122685 | 9/4/2024  | 10/9/2024      | TIRE REPAIR SHERIFF       | \$35.00         |
|          |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|          |           |                | <b>Direct Dep: No</b>     |                 |
|          |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|          |           | 0024304051507  | CONTRACTED REPAIRS        | \$35.00         |
| 1-122695 | 9/5/2024  | 10/9/2024      | TIRE MOUNT                | \$156.50        |
|          |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|          |           |                | <b>Direct Dep: No</b>     |                 |
|          |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|          |           | 0024304051507  | CONTRACTED REPAIRS        | \$156.50        |
| 1-122701 | 9/5/2024  | 10/9/2024      | TIRE REPAIR TRACTOR       | \$145.00        |
|          |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|          |           |                | <b>Direct Dep: No</b>     |                 |
|          |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|          |           | 0024304051507  | CONTRACTED REPAIRS        | \$145.00        |
| 1-122762 | 9/9/2024  | 10/9/2024      | TIRE MOUNT TANDEM         | \$75.00         |
|          |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|          |           |                | <b>Direct Dep: No</b>     |                 |
|          |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|          |           | 0024304051507  | CONTRACTED REPAIRS        | \$75.00         |
| 1-122790 | 9/11/2024 | 10/9/2024      | TIRE MOUNT SEMI           | \$306.50        |
|          |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|          |           |                | <b>Direct Dep: No</b>     |                 |
|          |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|          |           | 0024304051507  | CONTRACTED REPAIRS        | \$306.50        |
| 1-122816 | 9/12/2024 | 10/9/2024      | TIRE MOUNT SEMI           | \$81.50         |
|          |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|          |           |                | <b>Direct Dep: No</b>     |                 |
|          |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|          |           | 0024304051507  | CONTRACTED REPAIRS        | \$81.50         |
| 1-122856 | 9/16/2024 | 10/9/2024      | TIRE MOUNT SEMI           | \$81.50         |
|          |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|          |           |                | <b>Direct Dep: No</b>     |                 |
|          |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|          |           | 0024304051507  | CONTRACTED REPAIRS        | \$81.50         |

**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date  | Due Date            | Description               | Invoice Amt                           |
|----------------------------|-----------|---------------------|---------------------------|---------------------------------------|
| 1-122876                   | 9/17/2024 | 10/9/2024           | TIRE MOUNT PACKER         | \$34.19                               |
|                            |           | <b>Bank:</b> 3      | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b>      | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0024304051507       | CONTRACTED REPAIRS        | \$34.19                               |
| 1-122884                   | 9/18/2024 | 10/9/2024           | ORING                     | \$13.68                               |
|                            |           | <b>Bank:</b> 3      | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b>      | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0024304051506       | PARTS                     | \$13.68                               |
| 1-122888                   | 9/18/2024 | 10/9/2024           | TIRE MOUNT SEMI           | \$75.00                               |
|                            |           | <b>Bank:</b> 3      | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b>      | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0024304051507       | CONTRACTED REPAIRS        | \$75.00                               |
| 1-122955                   | 9/23/2024 | 10/9/2024           | TIRE MOUNT SEMI           | \$156.50                              |
|                            |           | <b>Bank:</b> 3      | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b>      | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0024304051507       | CONTRACTED REPAIRS        | \$156.50                              |
| 1-122956                   | 9/23/2024 | 10/9/2024           | TIRE MOUNT SEMI           | \$75.00                               |
|                            |           | <b>Bank:</b> 3      | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b>      | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0024304051507       | CONTRACTED REPAIRS        | \$75.00                               |
| 1-GS122900                 | 9/19/2024 | 10/9/2024           | MOUNT BALANCE SHERIFF     | \$140.00                              |
|                            |           | <b>Bank:</b> 3      | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b>      | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0024304051507       | CONTRACTED REPAIRS        | \$140.00                              |
| Subtotal for Vendor 1032 : |           |                     |                           | \$1,648.37                            |
| <b>Vendor:</b>             | 8191      | KLJ ENGINEERING LLC |                           |                                       |

**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date  | Due Date       | Description                                       | Invoice Amt     |
|----------------------------|-----------|----------------|---------------------------------------------------|-----------------|
| 10210426                   | 7/26/2024 | 10/9/2024      | Huerfano River Bridge rehab                       | \$1,548.20      |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                         | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>                             |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>                             | <b>Amount</b>   |
|                            |           | 0044510051882  | CDOT HUERFANO RIVER BRIDGE                        | \$1,548.20      |
| 10210427                   | 7/26/2024 | 10/9/2024      | Gardner multi-use path feasibility study          | \$5,100.00      |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                         | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>                             |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>                             | <b>Amount</b>   |
|                            |           | 0044510051901  | CDOT MMOF GRANT - GARDNER                         | \$5,100.00      |
| 10210428                   | 7/26/2024 | 10/9/2024      | Cuchara Mtn Park multi-use path feasibility study | \$2,375.00      |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                         | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>                             |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>                             | <b>Amount</b>   |
|                            |           | 0044510051900  | CDOT MMOF GRANT - CUCHARA                         | \$2,375.00      |
| 10212756                   | 8/22/2024 | 10/9/2024      | Peak Gravel Pit Boundary                          | \$1,075.00      |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                         | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>                             |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>                             | <b>Amount</b>   |
|                            |           | 0024304051501  | GRAVEL/SAND/SALT                                  | \$1,075.00      |
| 10214213                   | 9/20/2024 | 10/9/2024      | Huerfano River Bridge Rehab                       | \$471.27        |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                         | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>                             |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>                             | <b>Amount</b>   |
|                            |           | 0044510051882  | CDOT HUERFANO RIVER BRIDGE                        | \$471.27        |
| 10214214                   | 9/20/2024 | 10/9/2024      | GIS Assessment                                    | \$1,221.50      |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                         | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>                             |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>                             | <b>Amount</b>   |
|                            |           | 0014950051310  | PROFESSIONAL SERVICES                             | \$1,221.50      |
| Subtotal for Vendor 8191 : |           |                |                                                   | \$11,790.97     |

**Vendor: 1004 LA VETA OIL LLC**

**Invoices Selected for Payment (APLT33)**

| Invoice | Inv Date  | Due Date       | Description               | Invoice Amt                           |
|---------|-----------|----------------|---------------------------|---------------------------------------|
| 26759   | 9/3/2024  | 10/9/2024      | FUEL                      | \$24.61                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>                         |
|         |           | 0024304051504  | GAS, FUEL AND OIL         | \$24.61                               |
| 26764   | 9/3/2024  | 10/9/2024      | FUEL                      | \$45.44                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>                         |
|         |           | 0024304051504  | GAS, FUEL AND OIL         | \$45.44                               |
| 26832   | 9/10/2024 | 10/9/2024      | FUEL                      | \$82.36                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>                         |
|         |           | 0024304051504  | GAS, FUEL AND OIL         | \$82.36                               |
| 26932   | 9/19/2024 | 10/9/2024      | FUEL                      | \$30.40                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>                         |
|         |           | 0024304051504  | GAS, FUEL AND OIL         | \$30.40                               |
| 26963   | 9/23/2024 | 10/9/2024      | FUEL                      | \$72.42                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>                         |
|         |           | 0024304051504  | GAS, FUEL AND OIL         | \$72.42                               |

Subtotal for Vendor 1004 : **\$255.23**

**Vendor: 8261 MACDOUGALL & WOLDRIDGE, P.C.**

|        |           |                |                                                                                  |                                       |
|--------|-----------|----------------|----------------------------------------------------------------------------------|---------------------------------------|
| 162984 | 10/1/2024 | 10/9/2024      | professional fees - commissioner meeting preparation, negotiations with district | \$156.00                              |
|        |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                                                        | <b>Wire:</b> No <b>Direct Dep:</b> No |
|        |           | <b>GL Acct</b> | <b>GL Description</b>                                                            | <b>Amount</b>                         |
|        |           | 0014012751310  | PROFESSIONAL SERVICES                                                            | \$156.00                              |

# Invoices Selected for Payment (APLT33)

| Invoice                    | Inv Date    | Due Date                            | Description                 | Invoice Amt                           |
|----------------------------|-------------|-------------------------------------|-----------------------------|---------------------------------------|
| Subtotal for Vendor 8261 : |             |                                     |                             | \$156.00                              |
| <b>Vendor:</b>             | <b>2521</b> | <b>MCCANDLESS TRUCK CENTER, LLC</b> |                             |                                       |
| <b>P012067677.01</b>       | 9/18/2024   | 10/9/2024                           | XL GLOVES                   | \$58.12                               |
|                            |             | <b>Bank:</b>                        | <b>3 Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>                      | <b>GL Description</b>       | <b>Amount</b>                         |
|                            |             | 0024308051220                       | OPERATING SUPPLIES          | \$58.12                               |
| <b>P102067362.01</b>       | 9/3/2024    | 10/9/2024                           | SWITCH                      | \$80.76                               |
|                            |             | <b>Bank:</b>                        | <b>3 Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>                      | <b>GL Description</b>       | <b>Amount</b>                         |
|                            |             | 0024304051506                       | PARTS                       | \$80.76                               |
| Subtotal for Vendor 2521 : |             |                                     |                             | \$138.88                              |
| <b>Vendor:</b>             | <b>8345</b> | <b>McKinstry Essention, LLC</b>     |                             |                                       |
| <b>20075736</b>            | 9/27/2024   | 10/9/2024                           | HC EPC                      | \$2,505.40                            |
|                            |             | <b>Bank:</b>                        | <b>3 Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>                      | <b>GL Description</b>       | <b>Amount</b>                         |
|                            |             | 0044510051912                       | EPC- EIAF GRANT             | \$2,505.40                            |
| Subtotal for Vendor 8345 : |             |                                     |                             | \$2,505.40                            |
| <b>Vendor:</b>             | <b>2182</b> | <b>MHC KENWORTH-PUEBLO</b>          |                             |                                       |
| <b>T00325600599069</b>     | 9/26/2024   | 10/9/2024                           | CLUTCH FAN REPAIR KIT       | \$518.87                              |
|                            |             | <b>Bank:</b>                        | <b>3 Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>                      | <b>GL Description</b>       | <b>Amount</b>                         |
|                            |             | 0024304051506                       | PARTS                       | \$518.87                              |
| Subtotal for Vendor 2182 : |             |                                     |                             | \$518.87                              |
| <b>Vendor:</b>             | <b>7388</b> | <b>MOUNTAIN DISPOSAL, INC</b>       |                             |                                       |

**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date    | Due Date                         | Description                                   | Invoice Amt                           |
|----------------------------|-------------|----------------------------------|-----------------------------------------------|---------------------------------------|
| 18730Sept2024              | 9/2/2024    | 10/9/2024                        | monthly portable toilet rental September 2024 | \$190.00                              |
|                            |             | <b>Bank:</b> 3                   | <b>Account:</b> 031236331                     | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>                   | <b>GL Description</b>                         | <b>Amount</b>                         |
|                            |             | 0015010051220                    | OPERATING SUPPLIES                            | \$190.00                              |
| Subtotal for Vendor 7388 : |             |                                  |                                               | \$190.00                              |
| <b>Vendor:</b>             | <b>7915</b> | <b>PLEA</b>                      |                                               |                                       |
| 107346                     | 6/28/2024   | 10/9/2024                        | Reimburse NSF fee                             | \$30.00                               |
|                            |             | <b>Bank:</b> 3                   | <b>Account:</b> 031236331                     | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>                   | <b>GL Description</b>                         | <b>Amount</b>                         |
|                            |             | 0014012751308                    | BANK CHARGES                                  | \$30.00                               |
| Subtotal for Vendor 7915 : |             |                                  |                                               | \$30.00                               |
| <b>Vendor:</b>             | <b>5024</b> | <b>PRO COM</b>                   |                                               |                                       |
| 111940                     | 9/30/2024   | 10/9/2024                        | DOT Random Drug Testing                       | \$78.00                               |
|                            |             | <b>Bank:</b> 3                   | <b>Account:</b> 031236331                     | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>                   | <b>GL Description</b>                         | <b>Amount</b>                         |
|                            |             | 0024308051540                    | DRUG TESTING                                  | \$78.00                               |
| Subtotal for Vendor 5024 : |             |                                  |                                               | \$78.00                               |
| <b>Vendor:</b>             | <b>1068</b> | <b>PUEBLO BEARING SERVICE CO</b> |                                               |                                       |
| 101723                     | 9/3/2024    | 10/9/2024                        | bearings crusher                              | \$418.21                              |
|                            |             | <b>Bank:</b> 3                   | <b>Account:</b> 031236331                     | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>                   | <b>GL Description</b>                         | <b>Amount</b>                         |
|                            |             | 0024304051506                    | PARTS                                         | \$418.21                              |
| Subtotal for Vendor 1068 : |             |                                  |                                               | \$418.21                              |
| <b>Vendor:</b>             | <b>4736</b> | <b>PUMPS &amp; MORE, LLC</b>     |                                               |                                       |

**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date    | Due Date                | Description                                                                 | Invoice Amt                           |
|----------------------------|-------------|-------------------------|-----------------------------------------------------------------------------|---------------------------------------|
| 1745                       | 8/30/2024   | 10/9/2024               | 3 wire 4" Sub Motor x 2, 4-wire splice kit, pipe wrap                       | \$2,548.04                            |
|                            |             | <b>Bank:</b> 3          | <b>Account:</b> 031236331                                                   | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>          | <b>GL Description</b>                                                       | <b>Amount</b>                         |
|                            |             | 0704910051380           | VEH REPAIRS/MAINTENANCE                                                     | \$2,548.04                            |
| Subtotal for Vendor 4736 : |             |                         |                                                                             | \$2,548.04                            |
| <b>Vendor:</b>             | <b>8506</b> | <b>Rick Pendergrass</b> |                                                                             |                                       |
| Oct2024                    | 10/3/2024   | 10/9/2024               | Reimbursement for CDL Training Class                                        | \$52.90                               |
|                            |             | <b>Bank:</b> 3          | <b>Account:</b> 031236331                                                   | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>          | <b>GL Description</b>                                                       | <b>Amount</b>                         |
|                            |             | 0024308051393           | TRAINING                                                                    | \$52.90                               |
| Subtotal for Vendor 8506 : |             |                         |                                                                             | \$52.90                               |
| <b>Vendor:</b>             | <b>8391</b> | <b>Robert Gilbert</b>   |                                                                             |                                       |
| Oct2024                    | 10/1/2024   | 10/9/2024               | mileage reimbursement for meeting (Trinidad) and conference (Crested Butte) | \$320.73                              |
|                            |             | <b>Bank:</b> 3          | <b>Account:</b> 031236331                                                   | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>          | <b>GL Description</b>                                                       | <b>Amount</b>                         |
|                            |             | 0014790051330           | TRAVEL & TRANSPORTATION                                                     | \$320.73                              |
| Subtotal for Vendor 8391 : |             |                         |                                                                             | \$320.73                              |
| <b>Vendor:</b>             | <b>4806</b> | <b>SAFETY KLEEN</b>     |                                                                             |                                       |
| 95249120                   | 9/12/2024   | 10/9/2024               | SOLVENT                                                                     | \$251.24                              |
|                            |             | <b>Bank:</b> 3          | <b>Account:</b> 031236331                                                   | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |             | <b>GL Acct</b>          | <b>GL Description</b>                                                       | <b>Amount</b>                         |
|                            |             | 0024308051220           | OPERATING SUPPLIES                                                          | \$251.24                              |
| Subtotal for Vendor 4806 : |             |                         |                                                                             | \$251.24                              |



**Invoices Selected for Payment (APLT33)**

| Invoice | Inv Date | Due Date | Description | Invoice Amt |
|---------|----------|----------|-------------|-------------|
|---------|----------|----------|-------------|-------------|

**Vendor: 3187 SAM'S CLUB/SYNCHRONY BANK**

|             |           |           |                                                                         |                       |
|-------------|-----------|-----------|-------------------------------------------------------------------------|-----------------------|
| 7834-092524 | 9/25/2024 | 10/9/2024 | purchases: meals, commissary and operating supplies 08/26/24 to 9/25/24 | \$1,288.36            |
|             |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b>               |                       |
|             |           |           | <b>GL Acct</b>                                                          | <b>GL Description</b> |
|             |           |           | 0014212051220                                                           | OPERATING SUPPLIES    |
|             |           |           | 0014212051313                                                           | MEALS                 |
|             |           |           | 0014212051602                                                           | COMMISSARY            |
|             |           |           |                                                                         | <b>Amount</b>         |
|             |           |           |                                                                         | \$338.80              |
|             |           |           |                                                                         | \$699.40              |
|             |           |           |                                                                         | \$250.16              |
|             |           |           | <b>Subtotal for Vendor 3187 :</b>                                       | <b>\$1,288.36</b>     |

**Vendor: 1135 SAN ISABEL ELECTRIC**

|                |           |           |                                                                                      |                       |
|----------------|-----------|-----------|--------------------------------------------------------------------------------------|-----------------------|
| 3468000Oct2024 | 9/25/2024 | 10/9/2024 | DTR TOWR Sheep Mtn utility billing for period of 8/23/24 to 9/23/24                  | \$455.13              |
|                |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b>                            |                       |
|                |           |           | <b>GL Acct</b>                                                                       | <b>GL Description</b> |
|                |           |           | 0014060051370                                                                        | UTILITIES             |
|                |           |           |                                                                                      | \$455.13              |
| 919000Oct2024  | 9/25/2024 | 10/9/2024 | Acct 919000 treatment Plant utility billing for period 8/15/24 to 9/15/24            | \$274.06              |
|                |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b>                            |                       |
|                |           |           | <b>GL Acct</b>                                                                       | <b>GL Description</b> |
|                |           |           | 0704910051370                                                                        | UTILITIES             |
|                |           |           |                                                                                      | \$274.06              |
| 925100Oct2024  | 9/25/2024 | 10/9/2024 | Acct 925100 Gardner utility billing for period 8/23/24 to 9/23/24                    | \$132.59              |
|                |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b>                            |                       |
|                |           |           | <b>GL Acct</b>                                                                       | <b>GL Description</b> |
|                |           |           | 0704910051370                                                                        | UTILITIES             |
|                |           |           |                                                                                      | \$132.59              |
| 926500Oct2024  | 9/25/2024 | 10/9/2024 | Acct 926500 - Gardner Comm Center utility billing for period of 8/23/24 to 9/23/2024 | \$50.73               |
|                |           |           | <b>Bank: 3 Account: 031236331 Wire: No Direct Dep: No</b>                            |                       |
|                |           |           | <b>GL Acct</b>                                                                       | <b>GL Description</b> |
|                |           |           | 0014060051370                                                                        | UTILITIES             |
|                |           |           |                                                                                      | \$50.73               |

**Invoices Selected for Payment (APLT33)**

| Invoice                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Inv Date       | Due Date  | Description                                                                        | Invoice Amt |         |                |        |               |           |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|------------------------------------------------------------------------------------|-------------|---------|----------------|--------|---------------|-----------|---------|
| 926800Oct2024                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 9/25/2024      | 10/9/2024 | Acct 926800 - Gardner Comm Center utility billing for period of 8/23/24 to 9/23/24 | \$85.97     |         |                |        |               |           |         |
| <p style="text-align: right;"><b>Bank:</b> 3 <b>Account:</b> 031236331 <b>Wire:</b> No <b>Direct Dep:</b> No</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">GL Acct</th> <th style="width: 40%;">GL Description</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr> <td>0014060051370</td> <td>UTILITIES</td> <td style="text-align: right;">\$85.97</td> </tr> </tbody> </table> |                |           |                                                                                    |             | GL Acct | GL Description | Amount | 0014060051370 | UTILITIES | \$85.97 |
| GL Acct                                                                                                                                                                                                                                                                                                                                                                                                                                                         | GL Description | Amount    |                                                                                    |             |         |                |        |               |           |         |
| 0014060051370                                                                                                                                                                                                                                                                                                                                                                                                                                                   | UTILITIES      | \$85.97   |                                                                                    |             |         |                |        |               |           |         |
| 931100Oct2024                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 9/25/2024      | 10/9/2024 | Acct 931100 Gardner Well 3 utility billing for period 8/23/24 to 9/23/24           | \$36.00     |         |                |        |               |           |         |
| <p style="text-align: right;"><b>Bank:</b> 3 <b>Account:</b> 031236331 <b>Wire:</b> No <b>Direct Dep:</b> No</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">GL Acct</th> <th style="width: 40%;">GL Description</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr> <td>0704910051370</td> <td>UTILITIES</td> <td style="text-align: right;">\$36.00</td> </tr> </tbody> </table> |                |           |                                                                                    |             | GL Acct | GL Description | Amount | 0704910051370 | UTILITIES | \$36.00 |
| GL Acct                                                                                                                                                                                                                                                                                                                                                                                                                                                         | GL Description | Amount    |                                                                                    |             |         |                |        |               |           |         |
| 0704910051370                                                                                                                                                                                                                                                                                                                                                                                                                                                   | UTILITIES      | \$36.00   |                                                                                    |             |         |                |        |               |           |         |
| Subtotal for Vendor 1135 :                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |           |                                                                                    | \$1,034.48  |         |                |        |               |           |         |

**Vendor:** 7605 SAN ISABEL SERVICES

| U0028204                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 9/24/2024      | 10/9/2024 | Bulk propane delivery | \$155.96 |         |                |        |               |           |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|-----------------------|----------|---------|----------------|--------|---------------|-----------|----------|
| <p style="text-align: right;"><b>Bank:</b> 3 <b>Account:</b> 031236331 <b>Wire:</b> No <b>Direct Dep:</b> No</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">GL Acct</th> <th style="width: 40%;">GL Description</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr> <td>0014060051370</td> <td>UTILITIES</td> <td style="text-align: right;">\$155.96</td> </tr> </tbody> </table> |                |           |                       |          | GL Acct | GL Description | Amount | 0014060051370 | UTILITIES | \$155.96 |
| GL Acct                                                                                                                                                                                                                                                                                                                                                                                                                                                          | GL Description | Amount    |                       |          |         |                |        |               |           |          |
| 0014060051370                                                                                                                                                                                                                                                                                                                                                                                                                                                    | UTILITIES      | \$155.96  |                       |          |         |                |        |               |           |          |
| Subtotal for Vendor 7605 :                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |           |                       | \$155.96 |         |                |        |               |           |          |

**Vendor:** 7114 SECOM INC

| 1629Oct2024                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 10/1/2024      | 10/9/2024 | Internet services for period of 10/1 - 10/31 | \$115.47 |         |                |        |               |             |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|----------------------------------------------|----------|---------|----------------|--------|---------------|-------------|----------|
| <p style="text-align: right;"><b>Bank:</b> 3 <b>Account:</b> 031236331 <b>Wire:</b> No <b>Direct Dep:</b> No</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">GL Acct</th> <th style="width: 40%;">GL Description</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr> <td>0014950051680</td> <td>COMPUTER/IT</td> <td style="text-align: right;">\$115.47</td> </tr> </tbody> </table> |                |           |                                              |          | GL Acct | GL Description | Amount | 0014950051680 | COMPUTER/IT | \$115.47 |
| GL Acct                                                                                                                                                                                                                                                                                                                                                                                                                                                            | GL Description | Amount    |                                              |          |         |                |        |               |             |          |
| 0014950051680                                                                                                                                                                                                                                                                                                                                                                                                                                                      | COMPUTER/IT    | \$115.47  |                                              |          |         |                |        |               |             |          |
| Subtotal for Vendor 7114 :                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |           |                                              | \$115.47 |         |                |        |               |             |          |

**Vendor:** 8429 SHULTZ LAW OFFICE, LLC

**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date  | Due Date       | Description                                                                         | Invoice Amt                           |
|----------------------------|-----------|----------------|-------------------------------------------------------------------------------------|---------------------------------------|
| 1128                       | 9/30/2024 | 10/9/2024      | Cora resolution, grant approval, Coroner agreement, riverwalk IGA, vacate Co Rd 565 | \$955.50                              |
|                            |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                                                           | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>                                                               | <b>Amount</b>                         |
|                            |           | 0014790051310  | PROFESSIONAL SERVICES                                                               | \$955.50                              |
| Subtotal for Vendor 8429 : |           |                |                                                                                     | \$955.50                              |

**Vendor: 8313 SOUTHERN TIRE MART**

|                            |           |                |                           |                                       |
|----------------------------|-----------|----------------|---------------------------|---------------------------------------|
| 5430023993                 | 9/13/2024 | 10/9/2024      | TIRES UNIT 385            | \$731.39                              |
|                            |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0024304051505  | TIRES AND TUBES           | \$731.39                              |
| 5430024238                 | 9/19/2024 | 10/9/2024      | FORKLIFT TIRE             | \$225.29                              |
|                            |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0024304051505  | TIRES AND TUBES           | \$225.29                              |
| Subtotal for Vendor 8313 : |           |                |                           | \$956.68                              |

**Vendor: 8151 Staples**

|                            |           |                |                           |                                       |
|----------------------------|-----------|----------------|---------------------------|---------------------------------------|
| 6013247314                 | 9/30/2024 | 10/9/2024      | Land Use                  | \$87.06                               |
|                            |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0014012451210  | OFFICE SUPPLIES           | \$87.06                               |
| 6013247318                 | 9/30/2024 | 10/9/2024      | Land Use                  | \$341.92                              |
|                            |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331 | <b>Wire:</b> No <b>Direct Dep:</b> No |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>                         |
|                            |           | 0014012451210  | OFFICE SUPPLIES           | \$341.92                              |
| Subtotal for Vendor 8151 : |           |                |                           | \$428.98                              |

# Invoices Selected for Payment (APLT33)

| Invoice | Inv Date | Due Date | Description | Invoice Amt |
|---------|----------|----------|-------------|-------------|
|---------|----------|----------|-------------|-------------|

Vendor: 1369 THE TOWN OF LA VETA

|             |           |           |                                        |         |
|-------------|-----------|-----------|----------------------------------------|---------|
| October2024 | 9/30/2024 | 10/9/2024 | water and sewer billing September 2024 | \$85.00 |
|-------------|-----------|-----------|----------------------------------------|---------|

Bank: 3 Account: 031236331 Wire: No Direct Dep: No

| GL Acct       | GL Description    | Amount  |
|---------------|-------------------|---------|
| 0024308051311 | SEWER/WATER/TRASH | \$85.00 |

Subtotal for Vendor 1369 : \$85.00

Vendor: 7677 UNCC

|           |           |           |                   |        |
|-----------|-----------|-----------|-------------------|--------|
| 224090753 | 10/2/2024 | 10/9/2024 | RTL Transmissions | \$1.29 |
|-----------|-----------|-----------|-------------------|--------|

Bank: 3 Account: 031236331 Wire: No Direct Dep: No

| GL Acct       | GL Description  | Amount |
|---------------|-----------------|--------|
| 0704910051793 | UTILITY LOCATES | \$1.29 |

Subtotal for Vendor 7677 : \$1.29

Vendor: 1006 WAGNER EQUIPMENT COMPANY

|             |           |           |            |          |
|-------------|-----------|-----------|------------|----------|
| P00C2732718 | 9/21/2024 | 10/9/2024 | FILTER KIT | \$386.94 |
|-------------|-----------|-----------|------------|----------|

Bank: 3 Account: 031236331 Wire: No Direct Dep: No

| GL Acct       | GL Description | Amount   |
|---------------|----------------|----------|
| 0024304051506 | PARTS          | \$386.94 |

|             |           |           |            |          |
|-------------|-----------|-----------|------------|----------|
| P00C2734141 | 9/26/2024 | 10/9/2024 | FILTER KIT | \$636.47 |
|-------------|-----------|-----------|------------|----------|

Bank: 3 Account: 031236331 Wire: No Direct Dep: No

| GL Acct       | GL Description | Amount   |
|---------------|----------------|----------|
| 0024304051506 | PARTS          | \$636.47 |

|             |          |           |             |         |
|-------------|----------|-----------|-------------|---------|
| P03C0593235 | 9/4/2024 | 10/9/2024 | TEE FITTING | \$97.73 |
|-------------|----------|-----------|-------------|---------|

Bank: 3 Account: 031236331 Wire: No Direct Dep: No

| GL Acct       | GL Description | Amount  |
|---------------|----------------|---------|
| 0024304051506 | PARTS          | \$97.73 |

**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date  | Due Date       | Description               | Invoice Amt     |
|----------------------------|-----------|----------------|---------------------------|-----------------|
| P03C0593678                | 9/11/2024 | 10/9/2024      | SWITCH                    | \$42.06         |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>     |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|                            |           | 0024304051506  | PARTS                     | \$42.06         |
| P03C0593842                | 9/13/2024 | 10/9/2024      | WEAR STRIP BLADE          | \$295.01        |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>     |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|                            |           | 0024304051506  | PARTS                     | \$295.01        |
| P03C0594613                | 9/26/2024 | 10/9/2024      | SEAL                      | \$48.64         |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>     |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|                            |           | 0024304051506  | PARTS                     | \$48.64         |
| S03W0890045                | 9/11/2024 | 10/9/2024      | EMISSIONS FAULT RESET     | \$714.00        |
|                            |           | <b>Bank: 3</b> | <b>Account: 031236331</b> | <b>Wire: No</b> |
|                            |           |                | <b>Direct Dep: No</b>     |                 |
|                            |           | <b>GL Acct</b> | <b>GL Description</b>     | <b>Amount</b>   |
|                            |           | 0024304051507  | CONTRACTED REPAIRS        | \$714.00        |
| Subtotal for Vendor 1006 : |           |                |                           | \$2,220.85      |

**Vendor: 1041 WALSENBURG LUMBER COMPANY**

|        |          |                |                            |                 |
|--------|----------|----------------|----------------------------|-----------------|
| 372441 | 8/1/2024 | 10/9/2024      | 12217 GRK 5/16 x 2 1/2 RSS | \$2.76          |
|        |          | <b>Bank: 3</b> | <b>Account: 031236331</b>  | <b>Wire: No</b> |
|        |          |                | <b>Direct Dep: No</b>      |                 |
|        |          | <b>GL Acct</b> | <b>GL Description</b>      | <b>Amount</b>   |
|        |          | 0014060051380  | VEH REPAIRS/MAINTENANCE    | \$2.76          |
| 372797 | 8/1/2024 | 10/9/2024      | fasteners                  | \$9.64          |
|        |          | <b>Bank: 3</b> | <b>Account: 031236331</b>  | <b>Wire: No</b> |
|        |          |                | <b>Direct Dep: No</b>      |                 |
|        |          | <b>GL Acct</b> | <b>GL Description</b>      | <b>Amount</b>   |
|        |          | 0014060051380  | VEH REPAIRS/MAINTENANCE    | \$9.64          |

**Invoices Selected for Payment (APLT33)**

| Invoice | Inv Date  | Due Date       | Description                               | Invoice Amt     |
|---------|-----------|----------------|-------------------------------------------|-----------------|
| 374325  | 8/2/2024  | 10/9/2024      | N195677 Hinge BRD ZN PLT 4IN              | \$10.99         |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                 | <b>Wire:</b> No |
|         |           |                | <b>Direct Dep:</b> No                     |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                     | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                   | \$10.99         |
| 380019  | 8/8/2024  | 10/9/2024      | P trap, Ext tube, Wall Tube, Ext Coupling | \$35.52         |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                 | <b>Wire:</b> No |
|         |           |                | <b>Direct Dep:</b> No                     |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                     | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                   | \$35.52         |
| 387328  | 8/15/2024 | 10/9/2024      | 1 3/4IN Padlock Ball Bearing              | \$12.99         |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                 | <b>Wire:</b> No |
|         |           |                | <b>Direct Dep:</b> No                     |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                     | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                   | \$12.99         |
| 387891  | 8/15/2024 | 10/9/2024      | Safe Seal Tool, Pinch Clamp, Pex Elbow    | \$49.95         |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                 | <b>Wire:</b> No |
|         |           |                | <b>Direct Dep:</b> No                     |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                     | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                   | \$49.95         |
| 390724  | 8/19/2024 | 10/9/2024      | 1 3/4IN Padlock Ball Bearing              | \$12.99         |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                 | <b>Wire:</b> No |
|         |           |                | <b>Direct Dep:</b> No                     |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                     | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                   | \$12.99         |
| 391486  | 8/19/2024 | 10/9/2024      | two sided key                             | \$2.99          |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                 | <b>Wire:</b> No |
|         |           |                | <b>Direct Dep:</b> No                     |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                     | <b>Amount</b>   |
|         |           | 0014211051220  | OPERATING SUPPLIES                        | \$2.99          |
| 391520  | 8/19/2024 | 10/9/2024      | 9502 Foil Tape 2 x 50 yd Cold             | \$19.99         |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                 | <b>Wire:</b> No |
|         |           |                | <b>Direct Dep:</b> No                     |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                     | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                   | \$19.99         |

**Invoices Selected for Payment (APLT33)**

| Invoice | Inv Date  | Due Date       | Description                                | Invoice Amt     |
|---------|-----------|----------------|--------------------------------------------|-----------------|
| 395035  | 8/22/2024 | 10/9/2024      | 22118 Drano Max Gel 42 oz                  | \$16.50         |
|         |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                  | <b>Wire: No</b> |
|         |           |                | <b>Direct Dep: No</b>                      |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                      | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                    | \$16.50         |
| 396194  | 8/23/2024 | 10/9/2024      | germicial bleach, screwdriver, bolt cutter | \$96.94         |
|         |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                  | <b>Wire: No</b> |
|         |           |                | <b>Direct Dep: No</b>                      |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                      | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                    | \$96.94         |
| 396521  | 8/23/2024 | 10/9/2024      | drain cleaner, 3/4 1 1/2IN drain king      | \$64.43         |
|         |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                  | <b>Wire: No</b> |
|         |           |                | <b>Direct Dep: No</b>                      |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                      | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                    | \$64.43         |
| 398411  | 8/26/2024 | 10/9/2024      | fastening set                              | \$33.05         |
|         |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                  | <b>Wire: No</b> |
|         |           |                | <b>Direct Dep: No</b>                      |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                      | <b>Amount</b>   |
|         |           | 0014212051381  | BUILDING REPAIRS/REMODEL                   | \$33.05         |
| 398709  | 8/26/2024 | 10/9/2024      | fasteners                                  | \$7.79          |
|         |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                  | <b>Wire: No</b> |
|         |           |                | <b>Direct Dep: No</b>                      |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                      | <b>Amount</b>   |
|         |           | 0014212051381  | BUILDING REPAIRS/REMODEL                   | \$7.79          |
| 398730  | 8/26/2024 | 10/9/2024      | fasteners                                  | \$10.59         |
|         |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                  | <b>Wire: No</b> |
|         |           |                | <b>Direct Dep: No</b>                      |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                      | <b>Amount</b>   |
|         |           | 0014212051381  | BUILDING REPAIRS/REMODEL                   | \$10.59         |
| 400888  | 8/27/2024 | 10/9/2024      | 9v battery, open drain pure lye            | \$26.33         |
|         |           | <b>Bank: 3</b> | <b>Account: 031236331</b>                  | <b>Wire: No</b> |
|         |           |                | <b>Direct Dep: No</b>                      |                 |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                      | <b>Amount</b>   |
|         |           | 0014060051380  | VEH REPAIRS/MAINTENANCE                    | \$26.33         |

**Invoices Selected for Payment (APLT33)**

| Invoice | Inv Date  | Due Date       | Description                                                      | Invoice Amt                           |
|---------|-----------|----------------|------------------------------------------------------------------|---------------------------------------|
| 402936  | 8/29/2024 | 10/9/2024      | Sched 40 10ft pipe, pvc adapter, primer, pvc cement              | \$43.73                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                                        | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>                         |
|         |           | 0704910051380  | VEH REPAIRS/MAINTENANCE                                          | \$43.73                               |
| 403255  | 8/29/2024 | 10/9/2024      | sched 40 pvc pipe, pvc adapter                                   | \$22.78                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                                        | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>                         |
|         |           | 0704910051380  | VEH REPAIRS/MAINTENANCE                                          | \$22.78                               |
| 404400  | 8/30/2024 | 10/9/2024      | mechanics tool set                                               | \$70.16                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                                        | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>                         |
|         |           | 0704910051380  | VEH REPAIRS/MAINTENANCE                                          | \$70.16                               |
| 405627  | 8/30/2024 | 10/9/2024      | 10ft sched 40 pipe, adapter, coupling, elbow, ball valve, cement | \$98.21                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                                        | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>                         |
|         |           | 0704910051380  | VEH REPAIRS/MAINTENANCE                                          | \$98.21                               |
| 405860  | 8/31/2024 | 10/9/2024      | ball valve, adapters, bushings, pvc tee                          | \$71.04                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                                        | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>                         |
|         |           | 0704910051380  | VEH REPAIRS/MAINTENANCE                                          | \$71.04                               |
| 408903  | 9/4/2024  | 10/9/2024      | fly swatters, floor squeegee                                     | \$32.97                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                                        | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>                         |
|         |           | 0024308051220  | OPERATING SUPPLIES                                               | \$32.97                               |
| 409226  | 9/4/2024  | 10/9/2024      | elbow 3/8 x 1/4                                                  | \$13.35                               |
|         |           | <b>Bank:</b> 3 | <b>Account:</b> 031236331                                        | <b>Wire:</b> No <b>Direct Dep:</b> No |
|         |           | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>                         |
|         |           | 0024304051506  | PARTS                                                            | \$13.35                               |



**Invoices Selected for Payment (APLT33)**

| Invoice                    | Inv Date                            | Due Date       | Description                                                      | Invoice Amt         |
|----------------------------|-------------------------------------|----------------|------------------------------------------------------------------|---------------------|
| 421288                     | 9/16/2024                           | 10/9/2024      | super glue                                                       | \$2.69              |
|                            |                                     | <b>Bank: 3</b> | <b>Account: 031236331</b>                                        | <b>Wire: No</b>     |
|                            |                                     |                | <b>Direct Dep: No</b>                                            |                     |
|                            |                                     | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>       |
|                            |                                     | 0024308051220  | OPERATING SUPPLIES                                               | \$2.69              |
| Subtotal for Vendor 1041 : |                                     |                |                                                                  | \$768.38            |
| <b>Vendor: 4555</b>        | <b>WASTE CONNECTIONS OF CO, INC</b> |                |                                                                  |                     |
| 5205279V316                | 9/1/2024                            | 10/9/2024      | FI 6 yd 1 x wk Huerfano Comm Center for period 9/1/24 to 9/30/24 | \$196.22            |
|                            |                                     | <b>Bank: 3</b> | <b>Account: 031236331</b>                                        | <b>Wire: No</b>     |
|                            |                                     |                | <b>Direct Dep: No</b>                                            |                     |
|                            |                                     | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>       |
|                            |                                     | 0014060051311  | SEWER/WATER/TRASH                                                | \$196.22            |
| Subtotal for Vendor 4555 : |                                     |                |                                                                  | \$196.22            |
| <b>Vendor: 5591</b>        | <b>WORLD JOURNAL</b>                |                |                                                                  |                     |
| FinanceOct24               | 9/30/2024                           | 10/9/2024      | classifieds and legals                                           | \$675.48            |
|                            |                                     | <b>Bank: 3</b> | <b>Account: 031236331</b>                                        | <b>Wire: No</b>     |
|                            |                                     |                | <b>Direct Dep: No</b>                                            |                     |
|                            |                                     | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>       |
|                            |                                     | 0014012751305  | PUBLISHING                                                       | \$675.48            |
| TreasOct2024               | 9/30/2024                           | 10/9/2024      | taxpayer notices, personal prop taxes now delinquent notices     | \$145.68            |
|                            |                                     | <b>Bank: 3</b> | <b>Account: 031236331</b>                                        | <b>Wire: No</b>     |
|                            |                                     |                | <b>Direct Dep: No</b>                                            |                     |
|                            |                                     | <b>GL Acct</b> | <b>GL Description</b>                                            | <b>Amount</b>       |
|                            |                                     | 0014012751305  | PUBLISHING                                                       | \$145.68            |
| Subtotal for Vendor 5591 : |                                     |                |                                                                  | \$821.16            |
| <b>Grand Total :</b>       |                                     |                |                                                                  | <b>\$196,576.62</b> |

| Invoice | Inv Date | Due Date | Description | Invoice Amt |
|---------|----------|----------|-------------|-------------|
|---------|----------|----------|-------------|-------------|

| <h2 style="margin: 0;">Fund Totals</h2> |                       |              |
|-----------------------------------------|-----------------------|--------------|
| Fund                                    | Fund Name             | Fund Total   |
| 001                                     | GENERAL FUND          | \$143,933.68 |
| 002                                     | ROAD & BRIDGE FUND    | \$8,106.28   |
| 004                                     | SPECIAL PROJECT FUND  | \$11,999.87  |
| 051                                     | P.I.L.T.              | \$19,379.28  |
| 068                                     | WASTE TRANSFER ENTER  | \$70.36      |
| 069                                     | EMERGENCY SERVICES F  | \$7,173.96   |
| 070                                     | GARDNER PUBLIC IMP DI | \$5,913.19   |
| <b>Grand Total:</b>                     |                       | \$196,576.62 |

Arica Andreatta, Commissioner  
Karl Sporleder, Commissioner  
Mitchell Wardell, Commissioner



Item 8a.

## HUERFANO COUNTY GOVERNMENT ADMINISTRATOR’S REPORT

**Date:** October 8, 2024  
**To:** Huerfano County Board of County Commissioners  
**From:** Carl Young, County Administrator  
**Re:** Report for the October 8<sup>th</sup> Regular BOCC Meeting

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

### Open Positions

- 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>

### Notes to the Board

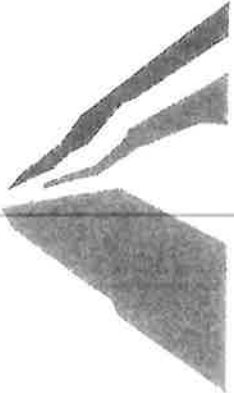
- The Preliminary FY2025 Budget will be presented to you on October 15<sup>th</sup> during a special 10AM Meeting.

### Activities

- Wednesday, September 11, 2024 – Attended HMAC meeting which included a briefing for the CEPA
- Wednesday, September 11, 2024 – Met with State Internet Portal Authority regarding portions of the GovGrant Award, particularly around support services
- Thursday, September 12, 2024 – Attended Gardner Water After Action Review
- Friday, September 13, 2024 – Met with Statewide Internet Portal Authority about the complete GovGrant award and steps moving forward
- Friday, September 13, 2024 – Met with Ashley Schrauth of Los Huerfanos Animal Welfare Society, Heather Hillis of La Veta, and Roger Tinklenburg of Walsenburg regarding animal sheltering.
- Friday, September 13, 2024 – met with OneDigital regarding options for Dental, Vision, Life, and Disability Insurance
- Monday, September 16, 2024 – Met with the Department of Local Affairs regarding the Strong Communities and Local Planning Capacity Grants

- Wednesday, September 18, 2024 – Met with OneDigital about Health Insurance Transition
- Wednesday, September 18, 2024 – Met with District Health Department about EPA Community Change Grant
- Friday, September 20, 2024 – Met with 39 North CEO about Health Insurance and Employee concerns
- Friday, September 20, 2024 – Attended Fox Theatre Walsenburg Phase 2 Grant Kickoff with the State Historical Fund
- Friday, September 20, 2024 – Attended McKinstry Project Check-in Meeting
- Wednesday, September 25, 2024 – Attended South Central 4PM Meeting with CDOT
- Thursday, September 26, 2024 – Met with Sky Tallman regarding pending Land Use applications
- Thursday, September 26, 2024 – Met with Colorado State Forest Service regarding the Community Wildfire Protection Plan grant project
- Thursday, September 26, 2024 – Attended meeting with Rep Bacon on minority and women owned business procurement
- Friday, September 27, 2024 – Held CR 543 Bridge Bid Opening
- Friday, September 27, 2024 – Attended McKinstry Project Check-in Meeting
- Monday, September 30, 2024 – Met with Health Department regarding EPA Community Change Grant
- Wednesday, October 2, 2024 – Met with One Digital regarding Health Insurance
- Wednesday, October 2, 2024 – Met with Dan Richards about Badito Ranch on the River Telemetry
- Wednesday, October 2, 2024 – Attended meeting with HCED, Chae Organics, and OEDIT about funding for Chae Organics expansion project
- Wednesday, October 2, 2024 – Attended Public Building Electrification Grant kickoff meeting
- Thursday, October 3, 2024 – Attended FY2025 Airport Construction Improvement Plan Meeting with FAA and CDOT Aeronautics
- Friday, October 4, 2024 – Met with Ken Clayton and Mike Williams regarding Cuchara Mountain Park Operating Agreement

- Friday, October 4, 2024 – Attended McKinstry Project Check-in Meeting
- Monday, October 7, 2024 – Met with Health Department regarding EPA Community Change Grant



*Silver Mountain Energy LLC*

*Natural Gas CO2 Carbon Capture*

THANK YOU

TAYLIR DAWN & LONNIE WRIGHT

For Questions (405)542-3016 or Info@sme.llc



*Silver Mountain Energy LLC*  
*Natural Gas CO2 Carbon Capture*

Kindly join us for a

## 2nd ANNUAL APPRECIATION DINNER

We invite you to enjoy a southern-style dinner with us. It will be a pleasure to see you there. We will be available to answer any questions you might have.

SATURDAY

NOV | 9 | 2024

5:00pm 9:00pm

Lathrop State Park Golf Course  
1399 Co Rd 502 Walsenburg,  
Colorado 81089

RSVP: Mail-in or Email info@sme.llc

*kindly  
reply*

by NOV 1ST 2024

# ADAMS STATE UNIVERSITY

**C O L O R A D O** <sup>TM</sup>

*Great Stories Begin Here*

◎ **Donor & Student** ◎  
**Recognition Dinner**

President David A. Tandberg & the Adams State University Foundation Board of Directors cordially invite you and a guest to attend the annual Donor and Student Recognition Dinner to honor your support of Adams State University.

**Tuesday, October 22, 2024**

VIP Reception: 5:00 p.m. • Marvel House, 1415 2nd Street

Dinner: 6:00 p.m. • Student Union Building, banquet rooms, first floor

The following awards will be presented:

2024 Grizzly Club Corporate Partner of the Year –  
San Luis Valley Rural Electric Coop, Inc.

2024 Grizzly Club Individual Partners of the Year –  
Lonnie '60 and Nancy Rogers

2024 Willis Fassett, Jr. Award –  
Valley-Wide Health Systems, Inc.

For more information or to purchase additional reserved seating, contact the Adams State University Foundation Office: 719-587-7609 • [wdevaul@adams.edu](mailto:wdevaul@adams.edu)



M \_\_\_\_\_

And Guest \_\_\_\_\_

Company \_\_\_\_\_

Will attend the Adams State University  
Annual Donor and Student Recognition Dinner  
October 22, 2024

Due to limited seating, please respond by October 11, 2024.

For more information or to purchase additional reserved seating, contact the  
Adams State University Foundation Office: 719-587-7609 • [wdevaui@adams.edu](mailto:wdevaui@adams.edu).  
(please call for special dietary needs)

**\*\*Inviting All Who Care About the Health and Wellness of the Upper Huerfano Valley\*\***

La Clinica Open House and Birthday Party

October 12, 2024, 2-4 pm

24850 Hwy 69, Gardner, CO 81040

Greetings!

For many months, the La Clinica Board of Directors has been diligently working towards restoring La Clinica to fulfill its original intent and mission: to serve the people living in the Upper Huerfano Valley. From its inception in the late 1970s, La Clinica was built to promote health and wellness in our historically underserved area.

After many years of being unused and underutilized, we are thrilled to announce that numerous much-needed improvements and upgrades have been accomplished. We now have consistent heat, water, high-speed internet, and a solid roof. La Clinica offers private treatment or counseling rooms, a common waiting room, a reception area, as well as additional provider space for administrative tasks, all infused with a palpable energy of peace, health, and healing.

In addition to welcoming traditional medical providers, we are excited to invite anyone who understands our community's unique health and wellness needs to utilize our space. Rooms rent for just \$50 a day or \$25 for a half day. Consider how health and wellness can be promoted: perhaps you want to offer a class, start a book club, or provide a valuable healing modality like Reiki, Acupuncture, or Reflexology. Maybe you want to volunteer or donate to support the clinic. Reach out to us—we want La Clinica to return to being the healthy heart of Gardner.

LaClinica.colorado@gmail.com

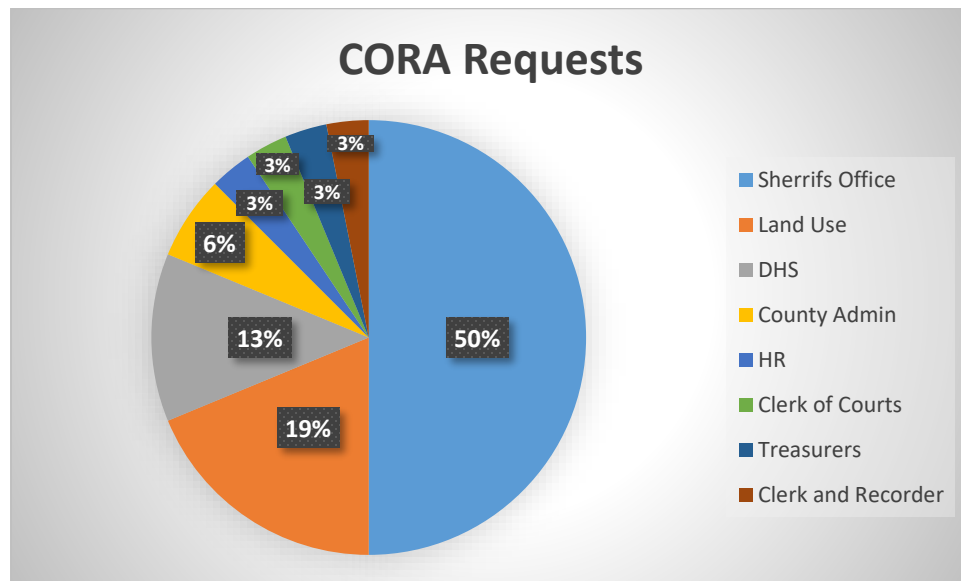
Thank you for contributing to the health and well-being of our special area. We cannot do it without you.

In gratitude,

The La Clinica Board

TO: Huerfano County Board of Commissioners  
 FROM: Hannah Welsh, Clerk to the Board of County Commissioners  
 DATE: October 3, 2024  
 SUBJECT: CORA Request 2024 Data and Updates

CORA requests or Colorado Information Act requests are an important part of Huerfano County’s interactions with the public. The total number of CORA requests the County has responded to in 2024 is currently at thirty-two. In June, Huerfano County had a total of twelve backlogged CORA requests, the earliest being from February of 2024. Huerfano County is currently now caught up and has responded to all thirty-two requests. The Department with the largest number of requests is the Huerfano County Sheriff’s Office. Below are the current figures for the exact number of requests each department that has received.

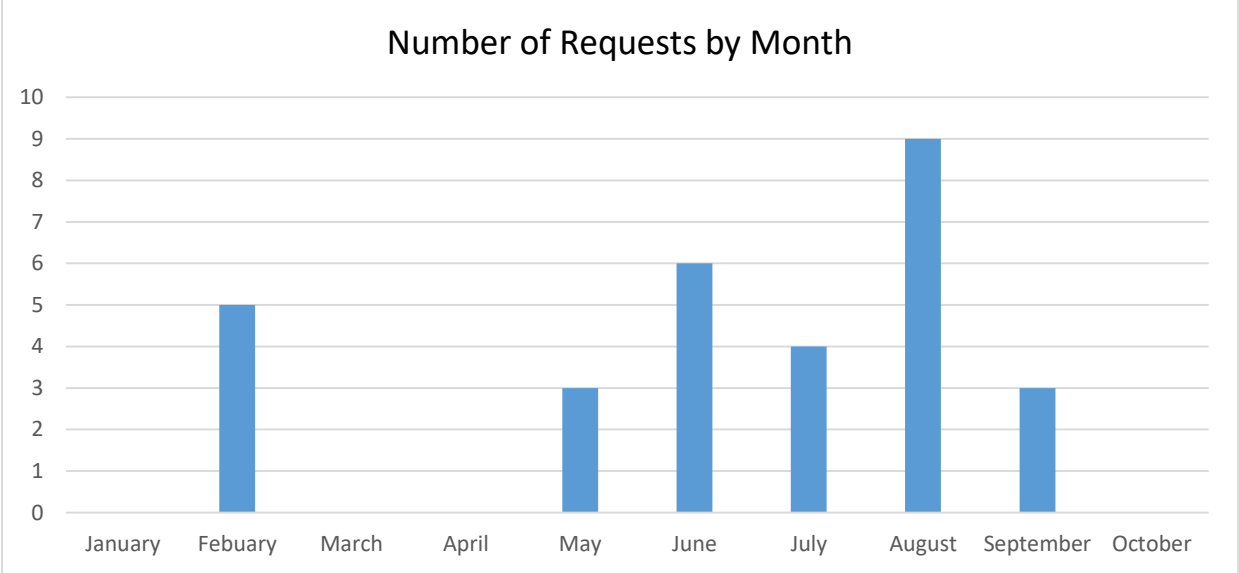


| Department            | Number of Requests |
|-----------------------|--------------------|
| Sheriff’s Office      | 16                 |
| Land Use              | 6                  |
| DHS                   | 4                  |
| County Administration | 2                  |
| Human Resources       | 1                  |
| Treasurers            | 1                  |
| Clerk and Recorder    | 1                  |
| Clerk of Courts       | 1                  |

The majority of the requests for the Sheriff’s Office were requesting information on traffic accidents or body camera footage and interrogation footage from various incidents. The requests for Land Use all were inquiries about various buildings from Geosyntec Consultants.

The Huerfano County Department of Human Services (DHS) received requests for information on various cases and placements. Huerfano County Administration received requests for various email correspondence and financial information. The other departments listed received one request each on various matters or in the case of the Clerk of Courts the County received one for them by mistake.

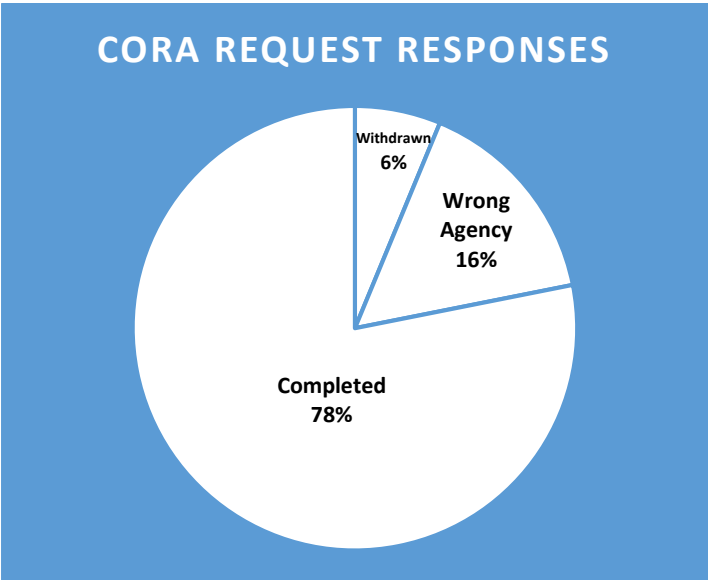
During the month of August, the County received the most CORA requests with a total of nine requests. During the months of January, March and April the County received no CORA requests. As of 10/3/2024 there have been no requests for the month of October.



A vital part of CORA requests is response time. Colorado Statute section 24-72-203(3)(b), C.R.S. dictates that once a request is made the Department the request was made to has three days to respond. If more time is needed it is necessary to reach out the requestor and inform them of delay. Huerfano County has drastically increased our response time from having twelve backlogged CORA requests with a response wait time of four months. As of late June, Huerfano County now has a response wait time of three days on average with requests being sent

to the correct department the day they come in. If a CORA request requires attorney review or longer research time the longest response delay has been two weeks. The County has also increased the cost of a request from \$30.00 after the first hour of research to \$41.37 after the first hour as of Huerfano County Resolution #24-38.

When fulfilling CORA requests the County has had three different responses to the requestors. Twenty-five of the thirty-two CORA requests have been successfully completed with the requestor receiving the information or documents requested. Five of the thirty-two CORA requests were sent to the County by mistake and the requestors were redirected to the correct agency. Two of the thirty-two CORA request were withdrawn by the requestor. 78% percent of CORA requests have been able to be fulfilled by the County and in all other cases the requestor has been either redirected to the correct agency to find the information or the request was withdrawn by the requestor.



|              |    |
|--------------|----|
| Withdrawn    | 2  |
| Wrong Agency | 5  |
| Completed    | 25 |

CORA requests are an important public right that Huerfano County must continue to work towards fulfilling. As stated above Huerfano County has received no CORA

requests yet for the month of October. All departments are working together to make sure that CORA requests are fulfilled as they come in and responded to as quickly as possible. Thank you to all Departments for the quick response time and assistance in fulfilling all thirty-two CORA requests.

# System Totals Report

Gardner Public Improvement District

Water 0045.0100 Sold This Month

224,140 Gallons

|                                    | Amount (\$)     | # Of Accounts |
|------------------------------------|-----------------|---------------|
| Total Water 0045.0100              | 2,347.38        | 52            |
| Total Sewer 0045.0200              | 2,212.00        | 72            |
| Total Late Fee 0045.050            | 150.00          | 15            |
| Total Adjustments                  |                 |               |
| Total Water Plant Inves            | 52.00           | 52            |
| Total Other 3                      | 12.00           | 4             |
| Total Sewer Plant Inves            | 204.00          | 68            |
| <b>Total Current Charges</b>       | <b>4,977.38</b> | <b>75</b>     |
| <hr/>                              |                 |               |
| Amount Past Due 1-30 Days          | 501.54          | 7             |
| Amount Past Due 31-60 Days         | 578.57          | 5             |
| Amount Past Due Over 60 Days       | 665.01          | 2             |
| Amount Of Overpayments/Prepayments | (5,438.54)      | 65            |
| <b>Total Receivables</b>           | <b>1,283.96</b> | <b>33</b>     |

|                                                  |          |    |
|--------------------------------------------------|----------|----|
| Total Receipts On Account                        | 4,101.61 | 58 |
| Net Change in Deposits                           | 0.00     | 0  |
| Amount of All Deposits                           | 720.00   | 12 |
| Amount of All Deposit 2                          | 60.00    | 1  |
| Turned Off Accounts (Amount Owed)                | 0.00     |    |
| Collection Accounts (Amount Owed)                | -8.25    | 26 |
| Number Of Unread (Turned On) Meters              |          | 1  |
| Average Usage For Active Meters                  | 4,310    | 52 |
| Average Water 0045.0100 Charge For Active Meters | 45.14    | 52 |

| Meters Usage Groups | Gallons | # Of Accounts | Usage Gallons  | % Of Usage    | % Of Sales    |
|---------------------|---------|---------------|----------------|---------------|---------------|
| Over 50,000         |         | 0             | 0              | 0.00          | 0.00          |
| 40,001-50,000       |         | 0             | 0              | 0.00          | 0.00          |
| 30,001-40,000       |         | 0             | 0              | 0.00          | 0.00          |
| 20,001-30,000       |         | 1             | 20,410         | 9.11          | 5.30          |
| 10,001-20,000       |         | 6             | 81,620         | 36.41         | 20.21         |
| 8,001-10,000        |         | 3             | 26,050         | 11.62         | 7.06          |
| 6,001-8,000         |         | 4             | 28,160         | 12.56         | 8.27          |
| 4,001-6,000         |         | 4             | 19,990         | 8.92          | 7.07          |
| 2,001-4,000         |         | 10            | 29,640         | 13.22         | 15.63         |
| 1-2,000             |         | 20            | 18,270         | 8.15          | 30.50         |
| Zero Usage          |         | 4             | 0              | 0.00          | 5.96          |
| <b>Total Meters</b> |         | <b>52</b>     | <b>224,140</b> | <b>100.00</b> | <b>100.00</b> |

# System Totals Report

Gardner Public Improvement District

## Monthly Reconciliation

|                                 |   |                 |
|---------------------------------|---|-----------------|
| Ending Receivables (Last Month) |   | 408.19          |
| Sales this Month                | + | 4,977.38        |
| Adjustments this Month          |   | 0.00            |
| Less Payments this Month        | - | 4,101.61        |
|                                 |   | <hr/>           |
|                                 | = | 1,283.96        |
| Total Receivables               |   | <b>1,283.96</b> |
| Ending Deposits (Last Month)    |   | 780.00          |
| Changes this Month              |   | 0.00            |
|                                 |   | <hr/>           |
|                                 | = | 780.00          |
| Total Deposits                  |   | <b>780.00</b>   |