



BOARD OF COUNTY COMMISSIONERS MEETING AGENDA

April 08, 2025 at 10:00 AM

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

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

9:00 AM - LAND USE WORKSHOP

9:30 AM - COMMISSIONER'S STUDY SESSION

10:00 AM - PUBLIC MEETING

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

1. PLEDGE OF ALLEGIANCE

2. AGENDA APPROVAL

3. CONSENT AGENDA

- [a.](#) Joshua Knight Sick Leave Donation
- [b.](#) Kimberly Trujillo Sick Leave Donation
- [c.](#) Deb Bernal Sick Leave Donation

4. PUBLIC COMMENT

5. APPOINTMENTS

- [a.](#) San Luis Valley Local Foods Coalition
Iava Williams, Assistant Coordinator, Local Foods Local Places

6. PERMITS, LICENCES, AND PUBLIC HEARINGS

7. ACTION ITEMS

- [a.](#) Airfield Lighting & Signage Notice to Proceed
- [b.](#) April 2025 Prepay Vendor Run
- [c.](#) Purchase Order #2025-057 for Grainger
- [d.](#) Mountains and Plains Outfitters Hunting Lease Agreement

8. CORRESPONDENCE

- [a.](#) Bulk Water Monthly Volume Report March 2025
- [b.](#) GPID Billing Register March 2025
- [c.](#) GPID System Totals Report March 2025

9. STAFF REPORTS

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

10. EXECUTIVE SESSION

11. ADJOURNMENT

- a.** Upon Adjournment - Administration Workshop
- b.** 11AM - Public Works Workshop
- c.** 1PM - County Attorney Interviews

12. UPCOMING MEETINGS

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

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

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

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved, and the transaction has been processed, the donation will be final. The donation can't be reverted back to the individual who donated the time, nor can the donated hours be re-donated to another employee even if the donated sick time wasn't utilized by the original receiving employee. The maximum number of days an employee is able to donate is 30 days (240 hours max).

Name of Employee to Receive Sick Leave Hours:	Department:
Josh Knight	Assessor
(Print Name)	

Name of Employee Donating Sick Leave Hours:	Department:
Destry DeWolf	VSO
(Print Name)	

I hereby request two (2) hours and .35/1 (21) minutes of accrued and earned sick leave to be deducted from my accrual balance. I understand that once this transfer has been processed that I cannot revoke or change this request.


Donating Employee Signature

31 MAR 26 2025
Date Signed


Signature of Supervisor

3-31-25
Date Signed

Signature of BOCC Chairman

Date Signed

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

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Name of Employee to Receive Sick Leave Hours:

Department:

Kimberly Trujillo

Administration

Print Name)

Name of Employee Donating Sick Leave Hours:

Department:

Destry DeWolf

VSO

Print Name)

I hereby request **eight (8) hours** of accrued and earned sick leave to be deducted from my accrual balance. I understand that once this transfer has been processed that I cannot revoke or change this request.


Donating Employee Signature

31 March 2025

Date Signed


Signature of Supervisor

3/31/2025

Date Signed

Signature of BOCC Chairman

Date Signed

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

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

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved, and the transaction has been processed, the donation will be final. The donation can't be reverted back to the individual who donated the time, nor can the donated hours be re-donated to another employee even if the donated sick time wasn't utilized by the original receiving employee. The maximum number of days an employee is able to donate is 30 days (240 hours max).

Name of Employee to Receive Sick Leave Hours:

Department:

Deb Bernal

Treasurer

(Print Name)

Name of Employee Donating Sick Leave Hours:

Department:

Destry DeWolf


VSO

(Print Name)

I hereby request five (5) hours of accrued and earned sick leave to be deducted from my accrual balance. I understand that once this transfer has been processed that I cannot revoke or change this request.


Donating Employee Signature

31 March 2025
Date Signed


Signature of Supervisor

4/11/25
Date Signed

Signature of BOCC Chairman

Date Signed

00 55 00 **NOTICE TO PROCEED**

Owner: **HUERFANO COUNTY**

Owner's Contract No.:

Contractor: **Double E Inc. dba Electrical Excellence Enterprises**

Contractor's Project No.:

Engineer: **GARVER**

Engineer's Project No.: 24A25200

Project: AIRFIELD LIGHTING & SIGNAGE IMPROVEMENTS

Effective Date of Contract: **October 30, 2024**

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on May 1st, 2025.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of **calendar** days to achieve Substantial Completion is **28 calendar days**.

Before starting any Work at the Site, Contractor must comply with the following:

None Noted.

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

_____ this _____ day of _____, 20 _____.

BY

TITLE

EJCDC® C-550, Notice to Proceed. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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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	\$537,817.81	(\$3,700.00)	\$0.00	\$534,117.81
Grand Totals:		\$537,817.81	(\$3,700.00)	\$0.00	\$534,117.81

Approved by-----

Approved on Date: _____

County Commissioner: _____

County Commissioner: _____

County Commissioner: _____

Approved Invoices by Vendor- Summary

Huerfano County

Vendor		PO	Description	Account Description	Invoice Amt
Invoice					
7511	IOA				
	3774033		HC Gov Spanish Peaks Airfield	PROPERTY & CASUALTY INS.	\$3,700.00
Subtotal for Vendor 7511 - IOA :					\$3,700.00

Approved Invoices by Vendor- Summary

Huerfano County

Vendor	PO	Description	Account Description	Invoice Amt
Invoice				
Grand Total:				\$3,700.00

Approved Invoices - Fund/Dept. Totals		
Fund	Fund Total	Fund Name
001 GENERAL FUND		
46400 AIRPORT		\$3,700.00
		\$3,700.00
Grand Total:		\$3,700.00

PURCHASE ORDER
Huerfano County

Item 7c.

Purchase Order#: 2025057

Purchase OrderDate: 4/3/2025

Vendor: **GRAINGER / 7545**
DEPT. 853724946 PO BOX 419267
KANSAS CITY, MO 64141-6267

Ship To: **401 Main Street -**
Walsenburg CO, 81089
719-738-3000 ext. 210

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
GPID Parts	1	\$3,890.11	\$3,890.11	070-49100-51380
TOTAL:			\$3,890.11	

NOTES:

4 Submersible pump motors

APPROVALS:

Approving Authority:

Budget Officer:

Customer Quotation

Expiration Date 04/30/2025

Project/Job	-	Customer Account Name	HUERFANO
Attention	-		COUNTY
Department	-	Customer Account Number	0888097409
		Grainger Quote Number	QTE2601511164
		Requisition name	-

Ship to
HUERFANO COUNTY
401 Main St
Walsenburg, CO, 81089-2045

Notes
-

Item #	Description Mfr. Names & Model	Qty	Your Price	Total Price
801C68	Submersible Pump Motor: 2 HP, 3450 Nameplate RPM, 380V AC/400V AC/415V AC/460V AC, CCW LITTLE GIANT 2343259404GS Country of Origin Mexico	4	\$951.74	\$3806.96

Subtotal: \$3806.96

Estimated Tax: N/A

Estimated Standard Shipping: \$83.15

Estimated Total: \$3890.11

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if



Hunting Lease Agreement

It is agreed by and between the parties hereto as follows: Huerfano County known as “Lessor” and Colorado Mountains and Plains Outfitters Known as “Lessee”.

Lessor agrees to provide access and the exclusive hunting rights, and predator control of the Thorne Ranch Located at the intersection of Highway 69 and County Road 520. Lessor also agrees that the Lessee has the first right of refusal on continuing said lease.

Lessee agrees to maintain the insurance the lessor has requested for the duration of the lease. Lessee agrees to comply with all Colorado Game Laws and to be good stewards of the Land. Lessee is registered, bonded and insured as required by Colorado. License #2355

Both parties agree That Lessee will pay \$3,000 per year, for 4 years. Starting 03/1/2025 and ending on the date the grazing and farming lease expires 03/01/2028 (Jared Coulter). Payments, will made in two \$1,500 installments per year. Payment will be made as follows:

- \$2,000 to Huerfano County, mailed or delivered to the Huerfano County Finance Office, 401 Main Street, Suite 310, Walsenburg, CO 81089
- \$1,000 to (Jared Coulter) holding the grazing and farming lease as requested.

Lessor Signature_____

Lessee Signature_____

Date_____

Date_____

FARMING AND GRAZING LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this the 27th day of February, 2024, by and between Huerfano County, a political subdivision of the State of Colorado (hereinafter "Lessor"), and Jared Coulter of 5239 County Road 230, Walsenburg, CO 81089 (hereinafter "Lessee"). Lessor and Lessee contract and agree as follows:

1. Lessor hereby leases unto Lessee the following land and any improvements thereon (hereinafter "the leased property") described in Exhibit A, attached and incorporated herein by reference.
2. The term of this lease shall commence on March 1, 2024 and, unless earlier terminated as herein provided for, end February 28, 2029.
3. During the term, Lessee shall pay to Lessor, as rental, the sum of Four Thousand Five Hundred Dollars (\$4,500) per year, in advance, on or before September 1. Payment thereof shall be made payable to Huerfano County, and either mailed or delivered to:

Huerfano County
c/o Kim Trujillo, Finance Officer
401 Main Street, Suite 310
Walsenburg, CO 81089

4. Uses:

- (A) The leased property may be used for the following purposes and for no other purposes: agricultural farming, crop production, and grazing (hereinafter "the permitted uses"). Such purposes are personal to the Lessee, and shall be limited to the Lessee's own farming operations and for the grazing of the Lessee's own livestock, and the Lessee expressly covenants and agrees not to allow the use of the leased property, or any part thereof, by any other farming operation, or by the livestock of any other farming operation, without first having obtained the prior written consent of Lessor. The Lessee shall not permit any party to establish residence on the leased property for any period of time. Any (a) use of the leased property for anything other than the permitted use, (b) assignment, sublease or agreement permitting the use of the leased property or any part thereof by any person or by the livestock of any other person without the prior written consent of the Lessor, or (c) encumbrance of this Lease or any Interest therein by the Lessee, without the prior written consent of the Lessor, shall be void and shall subject this Lease to immediate forfeiture and termination, in the Lessor's sole discretion, without refund of any advance rentals which shall have been paid by or on behalf of the Lessee.
- (B) Lessee agrees to (a) use good management practices in the operation and maintenance of the leased property, (b) plow, cultivate, irrigate and farm the Land in a reasonable manner, and (c) construct and maintain fences, as applicable, on the Land as may be required to keep all livestock contained and off roads in the area. Lessor shall not be liable to Lessee for any loss or illness to any livestock that may be located on the Land. In addition, Lessee will, at its sole cost and expense, furnish all labor, tools and machinery required in all farming and other permitted operations hereunder, and it is expressly understood and agreed that Lessor shall in no way be liable for any such expenses or debts incurred by Lessee in its permitted operations under this Lease. Lessee shall also pay labor costs for seeding or reseeding the land and labor costs for permanent improvements to the land including, without limitation, fencing the land or repairing any existing fencing. Lessor shall pay the costs for materials used for permanent improvements to the land such as fencing, subject however, to Lessor's prior approval of any such improvements.
- (C) Lessor may, from time to time, develop or incorporate standards to prevent overgrazing, degradation, or waste of the leased property. These standards shall address, at a minimum, carrying capacities, maintenance, enhancement and monitoring. In the absence of specific standards from

Lessor, Lessee shall comply with the standards established by the Bureau of Land Management for lands similar to the leased property.

- (D) Lessee's use of the leased property shall not significantly interfere with Lessor's use thereof, if any, and Lessee shall comply with any reasonable requests by Lessor to accommodate Lessor's use of the leased property.
- (E) These use provisions are agreed to be of the essence of this Lease, and a primary consideration therefor.

5. Water Rights and Irrigation:

- (A) During the term of this Lease, Lessee shall use best efforts to put the water rights appurtenant to the leased property, described in Exhibit "B" attached, to beneficial use on the leased property. Subject to the terms and conditions hereof, Lessee shall have the right to use all water rights appurtenant to the leased property for irrigation purposes in connection with the permitted uses. In farming and ranching the leased property, Lessee shall preserve any water rights appurtenant to the leased property, whether or not the same be conditional or absolute, and put to beneficial use, but shall not sell any water which may be judicially or otherwise appropriated for the leased property which can be used without waste in the raising of crops and for ranching purposes thereon.
- (B) During the term of this Lease, Lessee shall (a) use the water rights to the fullest extent available and shall not abandon such water rights or take any actions that may be construed as an abandonment thereof, (b) keep in good repair, and clean and maintain, as applicable, all ditches, flumes, headgates, diversion dams, laterals and reservoirs (and equipment associated with any of the foregoing) used in connection with the permitted use and the leased property in accordance with standard practice and rules or the ditch or lateral companies, if applicable, including, without limitation, cleaning and maintaining (1) the Badito and Martin Consolidated Ditch (the Ditch") headgate on the north side of the river, (2) the sand outs on the Badito and Martin Consolidated diversion ditches on both sides of the river, (3) the main delivery ditches and on-farm ditches and laterals of the Ditch on both sides of the river, (4) the two existing parshall flumes of the Ditch, and any additional parshall flumes installed on the Ditch.
- (C) Lessee agrees that upon expiration or earlier termination of this Lease, Lessee shall leave the ditches, flumes, headgates, diversion dams, laterals, reservoirs and other personal property in substantially the same condition as it exists as of the Effective Date, subject to Lessee's obligations hereunder, ordinary wear and tear excepted. Lessee acknowledges that it has no interest in the water rights described herein other than expressly set forth herein, and otherwise claims no right, title or interest in and to the water rights.
- (D) Notwithstanding anything to the contrary contained herein, Lessor expressly reserves the right to use any water or water rights appurtenant to the Exception Parcel described on Exhibit A at any time, and Lessor's use of water appurtenant to the Exception Parcel shall take precedence over Lessee's water use. In the event Lessor exercises its right to use any water rights appurtenant to the Exception Parcel, Lessee shall correspondingly reduce its use of water obtained pursuant to any water rights appurtenant to the leased property so that the total amount of water used by Lessor and Lessee from leased property does not exceed the amount that has been judicially or otherwise appropriated. Lessee shall use its best efforts to prevent any irrigation water from reaching the Exception Parcel.
- (E) Lessor does not guaranty the delivery or supply of irrigation water on the Land during the term of this Lease, and shall not be responsible for any shortage in the supply of water from any cause. During the term of this Lease, Lessee shall have the obligation to maintain the Irrigation System in good working order and condition.

6. Indemnification

- (A) Lessee agrees to take and use the Property subject to the usual hazards attendant to a farming operation and agrees to assume all risks and liability for accidents to the Lessee, its family, employees, guests, agents and contractors on the Property.
- (B) The acceptance of use rights hereunder by Lessee shall be conclusive evidence that Lessee has examined the Property and agrees that the improvements and all fixtures thereon were safe, adequate and suitable for their purposes when Lessee accepted rights to the Property
- (C) Indemnity: Lessee agrees to indemnify and save harmless Lessor against any claims, debts, demands or actions of any kind or nature and any related costs and expenses, including reasonable attorney fees, by any person or entity, arising, directly or indirectly, from any occurrence occasioned in whole or in part by Lessee's use of the Property, or by any act, omission or negligence of Lessee, its employees, agents or contractors. Lessee shall store its personal property and shall enter and use the Property at its own risk, and Lessee hereby releases Lessor, to the full extent permitted by law, from all claims of every kind, including damage to merchandise, equipment or other property, or damage to business or for business interruption, arising directly or indirectly from Lessee's use of the Property.
- (B) Insurance: Lessee shall, during the entire term of the Lease keep in full force and effect broad form comprehensive general liability insurance, including personal injury, property damage, products liability, completed operations and fire legal liability coverage with a singled combined liability limit of not less than \$1,000,000.00 for bodily injury, property damage and personal injury. Such general liability coverage shall insure against all liability of Lessee and its authorized employees, agents and representative arising out of or in connection with Lessee's use and occupancy of the leased property. Lessee shall deliver a certificate of insurance to Lessor at the execution of this lease and annually thereafter.

7. General Conditions:

- (A) Lessee shall pay for all electricity and other utilities used on the premises.
- (B) Lessee shall, at Lessee's expense, keep the leased property and improvements thereon, including, without limitation, fences and roads, in good repair throughout the term of this Lease, provided Lessor shall pay for the materials for the permanent improvements subject to Lessor's prior approval of such improvements. Such improvements may include, but are not limited to, grass seed for hay production, blading and graveling roads, or improvements relating to water infrastructure.
- (C) Lessor shall, at Lessor's expense, map, treat, and manage with the intent to eradicate all noxious weeds upon the leased property in proper season.
- (D) Lessee shall conduct its operations on the leased property so as not to commit, or permit the commission of, any waste or damage, including undue soil erosion or deposition, to or upon the leased property.
- (E) Lessee shall not place or construct any additional improvements on the leased property without first having obtained the prior written consent of Lessor. Any additional improvements authorized by Lessor shall become part of the realty and the property of Lessor and shall remain on the leased property after the expiration or earlier termination of this Lease
- (F) Lessee shall not store or place temporary buildings, equipment, vehicles, materials, feed, etc. on the leased property that is unnecessary for the purposes of farming and grazing the leased property.

- (G) Lessee shall continuously, during the term of this Lease, look for and discover all squatters or persons who, without authority, take or exercise possession of all or any part of the leased property or any persons who, without authority, cut and remove timber from or deposit garbage or trash on the leased property. Upon discovery of any unauthorized activity, Lessee shall orally request the party or parties involved to vacate the premises and on any such party or parties failing to so vacate, Lessee shall immediately notify Lessor. In no event will Lessee take any other action toward removal of any person or persons from leased property or the abatement of any unauthorized activity thereon and at no time shall Lessee act as Lessor's Agent.
 - (H) In all operations on the leased property, Lessee shall comply with all applicable federal state, and local laws, statutes, rules, ordinances, and regulations of any government or governmental agency including environmental laws and regulations (' Applicable Laws") including, but not limited to, any Applicable Laws that relate to the control or eradication of pests of any and every kind. Lessee shall only use fertilizers, herbicides, insecticides and other sprays or chemicals as allowed by, and in accordance with, all Applicable Laws. Lessee shall take no action which may result in the contamination of ground water upon, under or near the Land.
 - (I) Under Colorado law, Lessor's property, including the leased property, is exempt from the levy and collection of property tax. Lessee's interest in the Property under this Lease may be taxable. Lessee is responsible for any taxes or assessments, if any, resulting from Lessee's rights of use under this Lease (whether assessed against Lessor or Lessee), including, without limitation, any real property taxes and assessments levied against the Property (whether assessed against the Lessor or assessed against Lessee, or both) for all time periods starting as of the date of this Lease, and for personal property and sales, use and other taxes related to the business of the Lessee for the same periods.
 - (J) Lessee agrees that neither Lessee nor Lessee's Associates shall hunt or conduct hunting operations on the leased property without the prior written consent of the Lessor. Hunting operations as defined herein shall include, but not be limited to: (1) The collection of fees for access to the leased property, or for access to federal lands which are adjacent to or nearby the leased property; (2) Use of facilities which are permanently or temporarily located on the leased property for the housing, entertainment and/or feeding of hunters; and (3) Use of facilities which are permanently or temporarily located on the leased property for the processing and/or storage of wildlife killed on federal lands or other lands owned or leased by Lessee
 - (K) Lessee shall not (a) cut any timber or remove any improvements from the leased property; (b) plow up any native pasture land which has not been historically cultivated without obtaining prior written consent from Lessor; (c) burn or permit the burning of brush, grass, straw, stubble, or loose material of any kind upon the leased property; (d) use, or permit the use of, the leased property for any unlawful purpose; shall not overgraze the grazing areas, and in this connection it is agreed that grazing standards of use applied by the Bureau of Land Management on the nearest similar Federal Grazing Allotments shall be the standards herein applied
 - (L) Lessee will notify Lessor of any condition which affects or has a significant potential to affect the value of the leased property or the life or health of any persons entering upon lands within or adjacent to the leased property.
8. Lessor reserves the right to reduce the total acreage granted hereunder when necessary at Lessor's sole discretion for the Lessor's program and operations. Any such reduction that reduces the amount of irrigated acres, shall entitle Lessee to a pro rata rent reduction based on the reduced acreage but shall not be grounds for termination of this Lease. Lessor and Lessee agree to negotiate any other reduction that reduces the amount of grazing land.

9. Default and Remedies

- (A) In the event of the default or failure by Lessee to comply with any of the terms and conditions herein contained, and such failure continues for a period of thirty (30) days after delivery of written notice of such failure to Lessee by Lessor at the address specified for Lessee in Section 16 below, Lessor may, at its option, with or without further notice to Lessee and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason or such default or failure, (a) terminate this Lease by delivering written notice of termination to Lessee, in which event Lessee shall promptly surrender possession of the leased property to Lessor and comply with all the surrender provisions contained herein, and/or (b) proceed in accordance with any or all of the remedies now or hereafter available to Lessor under Applicable Law. Any failure to surrender the Premises to Lessor upon termination of this Lease shall render Lessee a trespasser, subject to immediate eviction without notice by such lawful means as Lessor shall care to employ. Such remedy of forfeiture and eviction shall be a cumulative and not an exclusive remedy, and shall not prevent recovery of damages, if any, for such breach.
- (B) The failure of the Lessor to take action against the Lessee for any breach hereof shall not be deemed a waiver of the continuation of such breach or of any other or subsequent breach hereof.
- (C) If either Lessor or Lessee shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the leased property, the prevailing party shall be awarded its reasonable attorneys' fees from the non-prevailing party, irrespective of whether or not the action or other proceeding is prosecuted to judgment.
10. Lessor shall be accorded access to the Property in cases of emergency and at all reasonable times in order to observe Lessee's use of the Property and all farm and ranching activities and to secure its rights and perform its obligations hereunder.
11. Lessee shall not assign this Lease nor lease the Property or any part thereof. No assignment, lease, pledge or mortgage of Lessee's interest herein shall be made. Lessee shall do no act that shall in any way encumber Lessor's title to the Property, nor permit the Property to become subject to a lien of any kind.
12. Notwithstanding any other provision herein contained, this Lease may be terminated at any time by either Party by giving to the other not less than ninety (90) days prior written notice thereof, specifying the termination date. In the event this Lease is so terminated by Lessor, Lessee shall have the right, subject to the terms of this Lease, to harvest crops that were planted by Lessee during the then current Lease Year and Lessor shall refund to Lessee the pro rata amount of any rental previously paid for the unexpired portions, if any, of the then current Lease Year. At the termination of this Lease by expiration or otherwise, Lessee shall surrender peaceable possession of the leased property to Lessor in good condition and repair, with all of Lessee's personal property removed from the leased property.
13. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessor has no ownership in the Lessee's enterprise and the Agreement shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessor.
14. All covenants, conditions and agreements and undertakings contained in this Agreement shall extend to and be binding on the respective heirs, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed.
15. It is further understood and agreed by and between the Lessor and Lessee that, on account of breach or default by either party of any of their obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party's rights or remedies

hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).

16. Until further written notice to Lessee, all notices from Lessee to Lessor shall be sent via email to commissioners@huerfano.us or served or sent via mail to:

Huerfano County
ATTN: Board of County Commissioners
401 Main Street, Suite 201
Walsenburg, CO 81089

Until further written notice to Lessor, all notices from Lessor to Lessee shall be sent via email to jrodculter@gmail.com and hhomerding@gmail.com or served or sent to Lessee at the following address:
5239 County Road 230
Walsenburg, CO 80189

All notices to be given under this Agreement shall be in writing and shall be sent by email or by United States certified or registered mail.

17. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.
18. If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
19. This Agreement shall be governed in accordance with the laws of the State of Colorado.

* * *

WITNESS the signatures of the parties, this the 27th day of February, 2024.

Lessor: DocuSigned by:


EBF42CD3C340488...

By: John Galusha

Title: Chairman, Board of County Commissioners

Lessee: DocuSigned by:


A01AACC37CA14AF...

By: Jared Coulter

EXHIBIT B WATER RIGHTS

A ONE HUNDRED PERCENT (100%) UNDIVIDED INTEREST IN:

Name	Decree	Appropriation Date	Decreed Flow (cfs)
Consolidated Badito & Martin Ditch*			
Priority #3	Reed	5/15/1862	1.30
Priority #6	Reed	4/30/1863	0.64
Priority #8	Reed	4/20/1865	0.66
Subtotal			2.60
Martin Ditch* (one share)			
Priority #4	Reed	7/15/1862	0.14
Priority #11	Reed	4/1/1866	0.16
Subtotal			0.30
Total			2.90

* All as adjudicated by the Huerfano County District Court in an original adjudication of water rights in Water District 16, by decree dated June 12, 1889, commonly known as the “Reed Decree” or “Read Decree”.

Request for Proposals: Badito Ranch on the River Agricultural Operations

Huerfano County Solicitation #2023-10

November 8, 2023

1. Summary of Request

Huerfano County, Colorado (referred to herein as “the County”) is seeking proposals from qualified and experienced agricultural operators to lease, manage, and maintain Badito Ranch on the River (“the Ranch”).

2. Submission Information

Written submissions will be accepted until **Monday, December 11, 2023 at 4PM MT**. Any proposal received after that time will not be considered. Submitted materials may be submitted digitally or physically.

Digital submissions must be emailed in PDF Format to **administrator@huerfano.us**.

Physical submissions must be delivered in a sealed envelope containing five (5) paper copies of the submittal documents, with “BADITO RANCH AG LEASE” written on the envelope, and delivered to:

Huerfano County
ATTN: Carl Young
401 Main Street, Suite 310
Walsenburg, CO 81089

3. Questions

Procedural and technical questions are to be submitted in writing to **Carl Young** at **administrator@huerfano.us**. Questions will be accepted until **Tuesday, November 21, 2023 at 4PM MT**. A summary of questions and answers will be released according to the schedule set below.

4. Anticipated Timeline

Dates are approximations for the process steps and are subject to change.

Step	Date	Selection Process
One	November 8, 2023	Request for Proposals Issued
	November 21, 2023	Questions may be presented prior to 4PM MT on this date.
	November 22, 2023	Questions and answers posted.
	December 11, 2023	Proposals due at 4PM MT
	December 12, 2023	Committee Review of Proposals.
Two	December 14, 2023	Notifications of Interviews.
	January 4, 2024	Interviews conducted.
Three	January 9, 2024	Notification of selected finalist(s).
Four	January 23, 2024	Agreement executed.
	March 1, 2024	Anticipated Start Date

5. Background

Huerfano County is a community encompassing 1,593 square miles and home to approximately 6,800

residents. The County is governed by a three (3) member Board of Commissioners, elected by districts to four (4) year terms. Huerfano County is home to two (2) incorporated communities: Walsenburg and La Veta. Each community has its own governing body. The County, however, provides many essential services to the residents of these municipalities.

Huerfano County through its staff and Officers provides a variety of services including, but not limited to: zoning and code enforcement, law enforcement, revenue assessment and collections, road and bridge construction and maintenance, social services, and general government administration. Inclusive of Elected Officials and staff, the County employs approximately 110 full-time employees and has an annual operating budget of approximately \$16 million dollars.

The County is offering for lease the property known as Badito Ranch on the River, which consists of 562 acres, located north of Highway 69 along the Huerfano River. This property was formerly part of the Thorne Ranch, which the County has listed for sale. The Survey, attached as "Exhibit A", shows Badito Ranch on the River as AVAILABLE FOR LEASE and the Thorne Ranch as FOR SALE. Water rights for Badito Ranch on the River are attached as "Exhibit B."

6. Requirements

The selected party will enter into a negotiated lease agreement with the County for an initial term of at least five years including an introductory evaluation period. The County has the following requirements for said agreement.

1. The Ranch must be cultivated, irrigated, and farmed by the selected party. No part of the agricultural operation may be sublet.
2. Selected party must fix and maintain fences, ditches, and irrigation structures on the Ranch.
3. Selected party must accept the Ranch "as is, where is" and indemnify, defend, and hold harmless the County for any and all claims, liabilities, losses, demands, damages, expenses due to or arising out of any use by the selected party. Selected party will be required to carry both comprehensive automobile and vehicle liability insurance and broad form comprehensive general liability insurance.
4. Selected party must cooperate with and advise the County on major agricultural capital improvements, upgrades, and other projects on the Ranch. The County will take the lead on noxious weed and invasive species mitigation.
5. The County does intend the development of recreational amenities on the property during the term of the lease and the County will plan such amenities and their operations with the selected party. Any party interested in participating in the operation of these recreational amenities or in the facilitation of agricultural education programs should indicate that interest in their submission.
6. The County has the authority to access the property at any time and will coordinate such access to the extent possible.
7. Selected party may not live on the property.
8. Selected party may sublet hunting operations on the property with the approval of the County.

7. Contents of Letter of Interest

Written submissions for the supply of the services fully described herein will be accepted until the date set forth in the Anticipated Timeline above. Any proposal received after that time will not be considered.

Submissions should be no longer than 30 pages and include:

1. Cover Letter, which must include:
 - a. A statement of interest for working with the County to complete the scope outlined above including a summary of key points describing the respondent's unique qualifications as they pertain to this particular scope;
 - b. A brief overview of the history and structure of the respondent including structure, time in business, number of employees, and other data to assist in characterization of the respondent;
 - c. The name, address, and daytime telephone number for contact persons to whom additional selection process requests should be communicated;
 - d. A disclosure of the name of any employee or official of Huerfano County who could be directly and personally benefited if the proposing firm is awarded a contract pursuant to this solicitation. If there is nothing to disclose, the proposal shall so state.
2. Experience and Reputation
 - a. Describe respondent's experience in agricultural operations.
 - b. Briefly describe the respondent's financial capability to undertake this project or ability to secure funds required to meet commitments for this project;
 - c. Describe similar engagements performed or operations run by the respondent within the past five years; and
 - d. Please provide contact information for engagements or operations listed. Letters of reference are also accepted.
3. Understanding and Approach
 - a. Describe in detail the respondent's understanding of and approach to agricultural operations on the Ranch;
 - b. Describe any capital improvements or upgrades the respondent would seek to make on the Ranch;
 - c. Describe the respondent's interest, if any, in participating the operation of future recreational amenities or the facilitation of agricultural education programs on the property; and
 - d. Describe any other operations, either current or planned, within Huerfano County or surrounding areas and how those operations would impact the Ranch, include operations that respondent may seek to undertake if awarded this contract.
4. Fee Proposal
 - a. A proposal for either a rent amount and payment structure;

8. Selection Process

The process for selection and award of the Lease will consist of four steps and be organized as follows:

Step One	Review and scoring of Proposals submitted
Step Two	Interviews (if required)
Step Three	Selection of successful respondent, negotiation of Lease Agreement
Step Four	County Commissioner approval of Lease Agreement

Step One: Review of Proposals

Following an initial screening of the proposals, the committee will select what it considers the most highly qualified party to provide the services outlined in the scope of services. Selection will be based on the evaluation criteria set forth below. Those submitting proposals will be ranked, and the committee will then recommend the most qualified finalists.

The following selection criteria will be the basis for the ranking of most qualified submission:

Criteria	Points
Experience and Reputation	25 Points
Understanding and Approach	30 Points
Fee Proposal	25 Points
Overall Evaluation of Capabilities and Ability to Provide Required Services	20 Points
Total	100 Points

Step Two: Interviews (if required)

1. Interviews may be conducted for the purpose of determining which respondent is the most highly qualified to perform the required work and which responds most fully understands and is able to perform the work envisioned by the County.
2. Key personnel from interested party are required to be present and participate in the interview.
3. Respondents are asked to give a presentation on their organization and proposal. The Review Board will then ask any questions they have of the respondent.

Step Three: Selection of Successful Respondent and Negotiation of Lease Agreement

1. After the successful respondent is selected, the County will negotiate a Lease Agreement.

Step Four: County Commissioners Approval of Lease Agreement

1. The successful respondent is encouraged to attend the Commissioners' meeting to answer any questions concerning the proposal, or the respondent's qualifications.
2. The County reserves the right to undertake or award supplemental or successor contracts for work related to this Contract.
3. This solicitation shall not be binding upon the County and respondent, and no services shall be performed under the terms of the proposal or the Lease Agreement until the Contract has been reduced to writing and approved by the County Commissioners.

9. Selection and Contracting Provisions

Notifications

The County will provide timely notifications in writing (letters and/or emails) of the following actions to individuals or firms responding to the Request for Proposal as follows:

- Selection of short-listed respondents for interviews (if required);
- Interested Parties not short-listed;
- Selection of recommended individual or firm; and County Commissioner approval.

Right to Reject

The County reserves the right to waive informalities in the proposals or fees and to reject any and all proposals and re-advertise this solicitation at any time prior to County Commissioner approval of the recommended firm or individual and the negotiated Lease Agreement if doing so would be in the public interest, as determined by the county in its sole discretion. The County reserves the right to award this solicitation to the individual or firm that best fits the requirements outlined in the request for proposals. The County reserves the right to waive any informality in any submittal and/or reject all proposals, and to accept the proposal that is in the best interest of the County. The County further reserves the right to:

1. negotiate a final Lease Agreement that is in the best interests of the county and the public; and
2. request any additional information the County deems reasonably necessary to allow the County to evaluate, rank and select the most qualified respondent to perform the services described in

this solicitation.

If the County and the selected respondent cannot agree on the contract, the negotiations will be terminated, and the County reserves the right to begin negotiations with the next highest ranked respondent.

Procedure Requirements

1. Any individual or firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
2. All costs incurred by individuals or firms choosing to participate in this process shall be borne by the proposing individual or firm.
3. All proposals submitted regarding this solicitation are the property of the County and will only be returned to the individual or firms if requested in writing to the County at the sole discretion of the County.
4. Late submittals shall not be accepted. It is the responsibility of the individual or firms to ensure that the proposal arrives at the Huerfano County Administrator's Office, prior to the date and time stated in this solicitation.

Conflicts of Interest

Any conflicts of interest whether real or perceived by the individual or firm submitting a proposal should be fully disclosed and explained within the proposal.

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



HUERFANO COUNTY GOVERNMENT PROCUREMENT MEMORANDUM

Date: January 23, 2024
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Solicitation #2023-10: Badito Ranch on the River Agricultural Operations
Attachments: RFP; Jared Coulter Proposal

Summary: On November 8, 2023 Huerfano County released RFQ 2023-10 seeking from qualified and experienced agricultural operators to lease, manage, and maintain Badito Ranch on the River. The Committee was comprised of County Staff. I request you approve the award as recommended to Jared Coulter and open negotiations for a final lease agreement.

Requested Motion/Action:

Motion to approve the award for the Badito Ranch on the River Agricultural Operations RFP 2023-10 to Jared Coulter

Background: On November 8th Huerfano County released RFQ 2023-10 seeking from qualified and experienced agricultural operators to lease, manage, and maintain Badito Ranch on the River. The following criteria were used for ranking of most qualified respondent:

Criteria	Points
Experience and Reputation	25 Points
Understanding and Approach	30 Points
Fee Proposal	25 Points
Overall Evaluation of Capabilities and Ability to Provide Required Services	20 Points
Total	100 Points

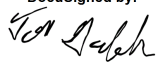
The Solicitation closed on December 11, 2023 and having received five submissions the Committee reviewed the proposals on December 20, 2023 and decided to interview 4 finalists. One finalist withdrew before the interviews. Interviews were held on January 2, 2024. The final scores for each submission were as follows:

Rank	Respondent	Score
1	Jared Coulter	85
2	Macho Bravo, LLC	83
3	Scott Hawkenson	78
4	Nathan and Jade Bullard	57
5	Jared Valdez	34

Procurement Memorandum
Page 2

C. Yd
Retail Business Incubator Consulting

Item 7d.

DocuSigned by:

Signature of the Chair

☒ Approved

☐ Approved with Changes

☐ Denied

Macho Bravo LLC
The Andorra Ranch

April 1, 2025

Mr. Carl Young
County Administrator
Huerfano County, CO

Cc: Mr. Jared Coulter

Re: Badito Ranch on the River Hunting Lease & Letter Agreement

Dear Mr. Young,

I hope this letter finds you well. I am writing you to offer to lease the exclusive hunting rights to the Badito Ranch on the River owned by Huerfano County. As you may recall, Macho Bravo LLC had tremendous interest in the combined agricultural and hunting lease during the 2023 RFP process as our letter indicated to you on December 9, 2023, during the RFP process. Unfortunately we did not get the original lease. However, we became aware that the hunting rights were now available for sublease. We are very interested in this hunting lease.

To help you understand our keen desire to obtain the hunting rights and our track record for maintenance and hunting management, Macho Bravo LLC currently owns approximately 6,000 deeded acres and approximately 1,400 leased acres for grazing with the state of Colorado and the BLM. Combined the current Andorra Ranch is approximately 7,400 acres which includes hunting, cattle operations and hay farming. These lands are either contiguous to or are located in very close proximity to the County lands under the proposed lease. The Andorra Ranch owns the deeded land directly south of the Badito Ranch on the River along State Highway 69 as well as the land directly north of the Badito Ranch on the River along County Road 616. The entire Andorra Ranch has been improved, invested in, and cared for to maximize its potential for beauty, agricultural operations, wildlife habitat, and hunting management.

In consideration of this hunting lease from Huerfano County, as Lessor, Macho Bravo LLC, as Lessee, proposes the following:

- \$5,000 per year for exclusive hunting rights for all legal game on the Badito Ranch on the River.
- The lease would be effective as of 3/1/2025.
- Macho Bravo LLC would have the right to automatically renew the hunting sublease each year for a period of four years concurrent with the existing five-year agricultural lease that is currently in its second year of the five-year term due to expire on 2/28/2028.
- Macho Bravo LLC would make a full lease payment within 5 business days of this mutually executed letter agreement for the current year; subsequently, Macho Bravo LLC will make a full lease payment by March 1st of each of the future lease years.
- Macho Bravo LLC is fully and adequately insured and would be required to maintain such insurance throughout the lease term.

- Macho Bravo LLC does and shall continue to comply with all of the game laws of the State of Colorado.

An easy, short-form hunting lease agreement can be provided if desired by the County or this letter agreement can suffice. We look forward to your response as we highly desire to add this hunting lease.

Thank you for your consideration,



Josh Stapp
Managing Member
Macho Bravo LLC
The Andorra Ranch
(214) 205-2386
andorrranch@gmail.com

Lessor: _____

Name: _____

Title: _____

Date _____

System Totals Report

Gardner Public Improvement District

Water 0045.0100 Sold This Month

167,640 Gallons

	Amount (\$)	# Of Accounts
Total Water 0045.0100	2,125.95	53
Total Sewer 0045.0200	2,184.00	71
Total Late Fee 0045.050	100.00	10
Total Adjustments		
Total Water Plant Inves	53.00	53
Total Other 3	12.00	4
Total Sewer Plant Inves	201.00	67
Total Current Charges	4,675.95	74
Amount Past Due 1-30 Days	306.09	4
Amount Past Due 31-60 Days	290.84	3
Amount Past Due Over 60 Days	924.59	3
Amount Of Overpayments/Prepayments	(5,535.90)	66
Total Receivables	661.57	23

Total Receipts On Account	4,601.44	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)	-146.25	25
Number Of Unread (Turned On) Meters		1
Average Usage For Active Meters	3,163	53
Average Water 0045.0100 Charge For Active Meters	40.11	53

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		0		0	0.00	0.00
10,001-20,000		3		41,650	24.85	11.28
8,001-10,000		1		8,870	5.29	2.63
6,001-8,000		3		18,870	11.26	6.41
4,001-6,000		6		31,350	18.70	11.89
2,001-4,000		15		42,140	25.14	25.64
1-2,000		21		24,760	14.77	35.37
Zero Usage		4		0	0.00	6.77
Total Meters		53		167,640	100.00	100.00

System Totals Report

Gardner Public Improvement District

Monthly Reconciliation

Ending Receivables (Last Month)		587.06
Sales this Month	+	4,675.95
Adjustments this Month		0.00
Less Payments this Month	-	4,601.44
		<hr/>
	=	661.57
Total Receivables		661.57
Ending Deposits (Last Month)		780.00
Changes this Month		0.00
		<hr/>
	=	780.00
Total Deposits		780.00

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



Item 9a.

HUERFANO COUNTY GOVERNMENT ADMINISTRATOR'S REPORT

Date: April 4, 2025
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Report for the April 8th BOCC Meeting

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

Open Positions

- Adult Services Case Aide/Front Office Clerk – Closes 4/11/2025
- Communications Officer/Dispatch – Closes 4/18/2025
- Dispatch/Communications Supervisor – Closes 4/18/2025
- Deputy Officer – Open Until Filled
- Detention Officer – Open Until Filled

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

Closed Solicitations

- RFQ 2025-03 County Attorney – Closed 2/27/2025

Activities

- April 2, 2025 – Attended Weekly Check In with OneDigital and 39 North
- April 2, 2025 – Met with Mission2Market to kick-off agency of record relationship
- April 2, 2025 – Met with BakerTilly about Rio Cucharas Inn, primarily to review the recently completed survey.
- April 3, 2025 – Met with GMS about sewer replacement project and ongoing projects. Expect a contract for the Chae Organics CDBG Grant in the next few weeks. Afterwards we will have a meeting with all of the stakeholders to discuss timeline.
- April 3, 2025 – Attended DCI Conference Session on County Revitalization Authorities.
- April 4, 2025 – Attended CR 543 Bridge Construction Meeting
- April 4, 2025 – Met with GMS about updating GPID Regulations
- April 4, 2025 – Attended Weekly Owner, Architect, Contractor meeting with McKinstry
- April 4, 2025 – Attended meeting on Fiesta Park Planning Project