



# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

June 25, 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.](#) May 28th Meeting Minutes
- [b.](#) June 4th Meeting Minutes
- [c.](#) Cathy Pineda comp time payout
- [d.](#) Green Sheet Heather Wellman
- [e.](#) Wagner Equipment
- [f.](#) Purchase order 263 Boiler for the Jail

### 4. PUBLIC COMMENT

### 5. APPOINTMENTS

- [a.](#) Two Peaks Fitness Walsenburg Gym Update - Keri Myler

### 6. LAND USE

- [a.](#) LU 15-010 Walsenburg Cannabis
- [b.](#) LU 24-012 Plat Amendment Maria Lake - Decision
- [c.](#) MJ 24-001 Focus Buds - Decision
- [d.](#) LU 24-008 Mace Campground - Public Hearing and Decision

### 7. ACTION ITEMS

- [a.](#) Resolution 24-28 County Property Naming Policy
- [b.](#) Resolution 24-29 Huajatolla Canyon Intent to Transfer

- [c.](#) Panadero Ski Corp Special Event Permit
- [d.](#) Secure Transportation Service License Application
- [e.](#) ARPA State and Local Funds Re-Obligation
- [f.](#) Purchase Order 264 Convergent
- [g.](#) Purchase Order 265 Huerfano County Economic Development Industrial Park
- [h.](#) LEC HVAC EIAF Grant Acceptance
- [i.](#) OEDIT Grant Pass Through
- [j.](#) June 2024 Vendor Run
- [k.](#) Kroger Opioid Settlement
- [l.](#) Professional Service Agreement for Manuel Soto and HC Sheriffs Department
- [m.](#) Professional Service Agreement for Digitcom Electronics and Huerfano County Dispatch
- [n.](#) Salamander System Renewal
- [o.](#) Motorola Insight Change Order
- [p.](#) Underfunded Courthouse Facility 2023 Grant Extension Request

## 8. CORRESPONDENCE

- [a.](#) CTSI Health Awareness: Alzheimer's & Brain Health
- [b.](#) CTSI Technical Update: New Labor Rule Redefines Exemptions
- [c.](#) CTSI Technical Update: Wildfire Mitigation
- [d.](#) Leave Balances as of June 2024
- [e.](#) May Treasurer's Fund Ledger
- [f.](#) May 2024 Expenditure Report
- [g.](#) May 2024 Revenue Report

## 9. STAFF REPORTS

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

## 10. EXECUTIVE SESSION

- [a.](#) For discussion of a matter required to be kept confidential by the following federal or state law, rule, or regulation: **C.R.S. 24-72-204(3)(a)(IV)** under C.R.S. Section 24-6-402(4)(c). **Specifically. discussing documents that contain trade secrets and/or confidential commercial or financial information about Mission Team Impact.**

## 11. ADJOURNMENT

## 12. UPCOMING MEETINGS

- [a.](#) 1 P.M. - Front Range Passenger Rail South Segment Stakeholder Meeting





# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING MINUTES

May 28, 2024 at 10:00 AM

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

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

1. **PLEDGE OF ALLEGIANCE**

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

2. **AGENDA APPROVAL**

**Motion to approve the agenda as presented**

**Motion made by Commissioner Andreatta**

**Second by Commissioner Sporleder**

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

**Motion Passes.**

3. **CONSENT AGENDA**

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

**Motion made by Commissioner Sporleder**

**Second by Commissioner Andreatta**

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

**Motion Passes.**

- a. Minutes for May 14th Meeting
- b. Minutes for the May 21st Meeting
- c. Colorado Justice Assistance Grant Acceptance
- d. Election Judges New Hire, Clerk and Recorder
- e. Purchase Order #254, CTSI Law enforcement deductible

4. **PUBLIC COMMENT**

a. **Jim Littlefield**- Expressed concerns about the progress of the Cuchara Mountain Park transfer.

b. **Lorraine Vargas**- Expressed concerns about the Raymond Aguirre Community Center and the location of the restroom.

## 5. APPOINTMENTS

- a. Timothy O'Brien and Keith Siemsen – Huajatolla Canyon Co-Op - Discussion about the Huajatolla Canyon Co-Op.
- b. Sarah Jardis with Huerfano Tourism Board – Gave an update on the BOCC May 4th Gravel Social Ride and thanked the Road & Bridge Department.
- c. Ken Clayton with Panadero Ski Corporation wanted an update from BOCC about when to proceed & how to proceed with Cuchara Mountain Park Maintenance.

## 6. LAND USE

NONE

## 7. ACTION ITEMS

- a. Resolution #24-22, Appointing Frank Kirkpatrick to HBCA  
**Motion to approve Resolution #24-22 appointing Frank Kirkpatrick to Huerfano County Building Authority for a term expiring on 12-31-2025.**  
**Motion made by Commissioner Andreatta**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- b. Resolution #24-23 Adopt a Roadway  
**Motion to approve tabling Resolution #24-23 for now, so that suggested changes can be made to it, before it is brought back.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Andreatta**  
**Discussion: Carl Young, Administrator, stated that it was discussed in a study session to add in sections to this Resolution clarifying what safety items the county would provide, i.e. orange trash bags, vests, sunscreen, & grabbers, as well as, Cautions concerning animals & hazards of working on roadways.**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- c. Strong Communities Planning Grant Acceptance  
**Motion to accept the award of DOLA Strong Communities Planning Grant in the amount of \$126,000.**  
**Motion made by Commissioner Andreatta**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**

- d. Panadero Ski Corp. Special Event Permit  
**Motion to approve the Panadero Ski Corp. One Day Special Event Liquor License for June 16, 2024.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Andreatta**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- e. Letter of Support for Signal Behavioral Health Network  
**Motion to approve the letter of support for Signal Behavioral Health Network Region 2 substance use prevention, treatment, and recovery services in Colorado.**  
**Motion made by Commissioner Andreatta**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- f. Letter of Support for the Colorado Pacific Rio Grande Railroad Grant application  
**Motion to approve 2023-2024 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program Letter of Support.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Andreatta**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- g. Professional Service Agreement for Dee Lyons & Sheriff's Office  
**Motion to approve Healthcare Professional Service Agreement between Huerfano County Sheriff's Office and Dee Lyons, RN, MSN, FNP, effective July 1, 2024 through June 30, 2025.**  
**Motion made by Commissioner Andreatta**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- h. Professional Service Agreement for Celia Salazar & Sheriff's Office  
**Motion to approve Healthcare Professional Service Agreement between Huerfano County Sheriff's Office and Celia Salazar, effective July 1, 2024 through June 30, 2025.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Andreatta**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- i. Blanca Morales Merit Increase, Treasurer's Office  
**Motion to table the Merit Increase for Blanca Morales.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Andreatta**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**

- j. Professional Service Agreement between Natasha Reifschneider & Sheriff's Office  
**Motion to approve the Employment Contract MOU between The Huerfano County Sheriff, Bruce Newman and Natasha Reifschneider, Certified Addiction Specialist, effective July 1, 2024 through June 30, 2025.**  
**Motion made by Commissioner Andreatta**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- k. Professional Service Agreement between Nancy Winsor & Sheriff's Office  
**Motion to approve the employment Contract between The Huerfano County Sheriff, Bruce Newman and Nancy Winsor, RN, MSN JBBS Coordinator, effective July 1, 2024 through June 30, 2025.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Andreatta**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- l. Professional Service Agreement between Caitlyn Young and HC DSS  
**Motion to approve the agreement for employment of Legal Counsel effective 5-30-2024 through 5-31-2025 between the Department of Social Services of the County and Caitlin A. Young, Esq. as a managing attorney for Law Office of Caitlin A. Young, LLC, "Attorney" or "Firm".**  
**Motion made by Commissioner Andreatta**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- m. Gobins Verticomm Phone System Proposal for DSS  
**Motion to approve Gobins Business Solutions to provide Verticomm phone system for the Huerfano County Department of Human Services in the amount of \$2,196.30 one-time charge and \$634.00 monthly, assuming there will be 30 phone lines.**  
**Motion made by Commissioner Andreatta**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- n. Help America Vote Act Grant Application  
**Motion to approve staff to apply for the Help America Vote (HAVA) Grant, which will fund up to 100% of an application to assist in Election Administration.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Andreatta**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**

- o. Local Planning Capacity Grant Application Approval**  
**Motion to approve the DOLA Local Planning Capacity Grant to help the County advance housing projects in the amount of \$116,000 with a county match of \$20,000.**  
**Motion made by Commissioner Andreatta**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**
- p. Green Sheet Elizabeth Kohler**  
**Motion to move Elizabeth Kohler back to full time status at a yearly salary of \$41,500.00, for Emergency Services Department, Dispatch.**  
**Motion made by Commissioner Andreatta**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder**  
**Motion Passes.**

**8. STAFF REPORTS**

- a. County Administrator- Carl Young, reviewed Correspondence with BOCC**
- b. County Attorney-NONE**

**9. CORRESPONDENCE**

- a. Senator Rod Pelton Newsletter**
- b. Noxious Weed Department March through April 2024 Report**
- c. Road and Bridge March through April 2024 report**
- d. Leave Balances as of May 24th 2024**
- e. CTSI Technical update, Suggested risk management jail intake and suicide prevention**
- f. CTSI Technical update, Child Labor regulations**

**10. EXECUTIVE SESSION**

**NONE**

**ANNOUNCEMENT**

John Galusha made known, his intent to resign from his position as Chairman of Huerfano County Board of Commissioners, effective July 3, 2024.

**11. ADJOURNMENT**

**Chairman Galusha called for motion to adjourn  
Motion to adjourn made by Commissioner Andreatta  
Second by Commissioner Sporleder  
Voting yes: Chairman Glausha  
Motion Passes.**

**11:15AM Meeting Adjourned**

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

**COMMISSIONERS:**

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**John Galusha, Chairman**

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**Arica Andreatta**

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**Karl Sporleder**



**BOARD OF COUNTY COMMISSIONERS  
SPECIAL MEETING MINUTES  
June 04, 2024 at 10:00 AM**

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

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

**1. PLEDGE OF ALLEGIANCE**

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

**2. AGENDA APPROVAL**

**Motion to approve the agenda as presented**

**Motion made by Commissioner Andreatta**

**Second by Commissioner Sporleder**

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

**Motion Passes**

**3. CONSENT AGENDA**

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

**Motion made by Commissioner Sporleder**

**Second by Commissioner Andreatta**

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

**Motion Passes**

- a. Rodney Smircich-Position Transfer R&B
- b. Francisco Lantis-Rehire HCSO
- c. Spencer Butler-Promotion and Bonus HCSO
- d. Tyler Martin-Resignation HCSO

**4. EXECUTIVE SESSION**

**Motion to have an executive session for the purpose: For discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. **Heather Wellman, DHS Director Contract****

**Motion made by Commissioner Andreatta  
Second by Commissioner Sporleder  
Discussion: Per Chairman Galusha no decisions will be made in or after executive session.  
Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder  
Motion Passes**

**RECESS 10:02AM**

**5. ADJOURNMENT**

**Regular meeting Adjourn at 10:37AM**

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

**COMMISSIONERS:**

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**John Galusha, Chairman**

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**Arica Andreatta**

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**Karl Sporleder**



HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		6/10/2024
NAME: <b>Cathy Pineda</b>	PAYROLL :	7/5/2024

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

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

**REASON FOR CHANGE**

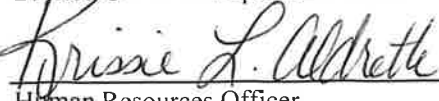
- |           |                              |                               |
|-----------|------------------------------|-------------------------------|
| NEW HIRE  | RESIGNATION                  | LENGTH OF SERVICE INCREASE    |
| REHIRED   | RETIREMENT                   | REEVALUATION OF CURRENT 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 60 hours to Cathy Pineda.**

  
 \_\_\_\_\_ 06/10/2024  
 Elected Official / Department Head Date

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

  
 \_\_\_\_\_ 6/10/2024  
 Human Resources Officer Date

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

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>	EFFECTIVE DATE
	<b>7/28/2024</b>
NAME: <b>Heather Wellman</b>	PAYROLL : <b>8/16/2024</b>

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		<b>DHS Director</b>
DEPARTMENT		<b>Dept of Human Services</b>
HOURS		
ANNUAL SALARY		<b>\$90,000.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		<b>Non-Exempt</b>

**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 Hire Heather Wellman as the Full Time DHS Director Effective July 28, 2024.**

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

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

*Angela Wakeman*    06.21.2024

\_\_\_\_\_  
Human Resources Officer    Date

\_\_\_\_\_  
Budget Officer    Date

# PURCHASE ORDER

## Huerfano County

Purchase Order#: 257

Purchase OrderDate: 6/4/2024

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

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

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
	1	\$3,339.42	\$3,339.42	002-43040-51506
		TOTAL:	\$3,339.42	

### NOTES:

Part for unit 362 1995 Load King Belly Dump. Part is a new 5th Wheel plate

### APPROVALS:

Approving Authority:

Budget Officer:

# PURCHASE ORDER

## Huerfano County

Purchase Order#: 263

Purchase OrderDate: 6/20/2024

Vendor: **STRICKLER SERVICES, LLC / 8359**  
**PO BOX 241**  
**GARDNER, CO 81040**

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

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Boiler for Jail	1	\$26,983.61	\$26,983.61	051-47200-52000
TOTAL:			\$26,983.61	

### NOTES:

Three bids from Strickler attached. PO for option #3 . See attached bids.

### APPROVALS:

Approving Authority:

Budget Officer:





**Strickler Services LLC**

26546 HWY 69  
P.O Box 241  
Gardner CO 81040

Phone # 7177251730

Estimate

Date	Estimate #
6/20/2024	164

**Name / Address**

Sherriffs Office

P.O. No.	Terms	Due Date
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6/20/2024

Description	Qty	Rate	Total
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Below you will find three different quotes for the repair / replacement of the domestic hot water boiler located on the roof of the Sheriffs office.

0.00 0.00

Option #1:

Repair of the boiler. I have located a heat exchanger for the boiler. It is currently 7-10 days lead time. The boiler is 8 years old and there is no warranty on any parts, so I am told by the distributor. This is a complete heat exchanger section. There would be a few items installed to make the installation/maintenance easier in the future.

0.00 0.00

Total price for repair including materials and labor  
\$ 18,989.36

Option #2:

Replacement of the boiler with a new LARRS boiler, This would be a direct replacement. This boiler is in stock, but would still be a few days lead time. Still an 80% gas fired unit. There would still be a few items installed to make the installation/maintenance process easier for the future.

0.00 0.00

Total price for repair including materials and labor  
\$ 30,986.27

**Total**



**Strickler Services LLC**

26546 HWY 69  
P.O Box 241  
Gardner CO 81040

Phone # 7177251730

Estimate

Date	Estimate #
6/20/2024	164

**Name / Address**  
Sherriffs Office

P.O. No.	Terms	Due Date
		6/20/2024

Description	Qty	Rate	Total
Option #3:		0.00	0.00

Update the system with a pair of On Demand Navien 96% efficient boilers. The existing system can replaced with these two boilers. This would take you from 80% to 96 % efficiency. As well as if one goes down, you will not be without hot water. Since there would be two, you have redundancy. All parts and materials are only a day or two lead time. I can have these materials quite a bit quicker. There would be a little bit of piping work that would need to be done.

Total price for repair including materials and labor  
\$ 26,983.61

**Total** \$0.00

Huerfano County Land Use  
401 Main Street, Suite 304  
Walsenburg, Colorado 81089  
719-738-1220, Ext. 117



Item 6a.

# Staff Report

## Review of CUP 15-010 Walsenburg Cannabis

### Board of County Commissioners

**Meeting Date: June 24, 2024**

**Introduction:** With this application The Huerfano Code Enforcement has found this CUP 15-010 to be in violation of Section 18.04.01 and 18.3.1 of the Land Use Code, and have attempted to contact the owner(s) without adequate response. The Facility has been vacant since before August 1, 2022 (See code reference 13.3.1 on page 2). On March 23, 2023, the Huerfano County Planning Commission reviewed this CUP and recommended that the Board of County Commissioners begin the revocation process outlined in Section 1.06.04, which requires Commissioners to schedule a public hearing. Following the conduct of the public hearing, as specified in Section 1.06.02, the Board shall act to revoke, not to revoke or to impose additional or amended conditions or sanctions on the conditional use approval holder.

#### Background

- The facility is located at 23054 US Hwy 160 near the Spanish Peaks Regional Medical Center and Lathrop State Park.
- The original CUP 15-010 was granted to DDS Ltd. The PW CO CanRE Walsenburg and Walsenburg Cannabis then transferred the CUP into their name.
- On August 26<sup>th</sup> 2021 the Board of County Commissioners approved the amendment to CUP #15-010, which transferred CUP 15-010 and gave specific facility operator approval to transfer Site 1. Case reference number: 21-15-010 Amendment.
- The applicants at time were Cedric Crockett, Jared Schrader, and David Lesser.
- Building permits for greenhouses #21-185, 21-205 and 21-206, were pulled on 11/9/21 and 12/6/21.
- When the Huerfano County Building Department went to do pier hole inspections they were notified that Cedric Crockett had no further affiliation with Walsenburg Cannabis.

#### Code Enforcement

- In July, 2022, Huerfano County Code Enforcement was informed that Walsenburg Cannabis was no longer in operation. Huerfano County Code Enforcement was also informed that the doors had closed and all of the plants that were being grown were destroyed through a wood chipper. A phone call was made to Jared Schrader who informed Huerfano County Code Enforcement that the operation had been shut down, but he declined to give an explanation.
- On September 28<sup>th</sup>, 2022 an email was sent out to David Lesser, the only other known owner, and no response was received. A second email was sent out to David Lesser on November 7, 2022, which he had not responded to by November 15<sup>th</sup>, 2022. Mr. Lesser was contacted again on November 17<sup>th</sup>, 2022. Since then, there has been no further communication with Mr. Lesser. The email was to inquire about Mr. Lesser's intention with the future of Walsenburg Cannabis. The emails also explained that CUP 15-010 would go to the Huerfano County Planning



Commission after February 1, 2023 to be considered for revocation. Two phone calls were placed to each of the numbers that were listed and messages left for Mr. Lesser with no return call.

- No building inspections have been conducted in over a year by the Huerfano County Building Department. Section 18.04.01.02 states that final inspections must be performed within one year of the building permit approval. There has been no communication on the building side of things.
- There were conditions put forth by the Huerfano County BOCC to the amendment to CUP 15-010 at their August 21, 2021 meeting. One of those conditions was that the Planning Commission would hold a compliance review after one year from the date of the CUP approval. No compliance review done as the facility was no longer in operation.

## Code References

### 18.3.1 Abandonment.

Any facility that ceases operations for a period of six (6) consecutive months shall be considered abandoned and the Conditional Use Permit issued therefor may be revoked on such grounds following the procedure set forth under Section 1.06.04 of the Huerfano County Zoning Regulations.

### 18.04.01 Time of application and operation.

- 18.04.01.01 Annual Compliance Reviews shall be performed by the Board of County Commissioners, or its designees, no later than 30 days following the anniversary date of the issuance of a Commercial Building Permit.
- 18.04.01.02 All required construction permits must be in place within forty-five (45) days of CUP approval, construction must begin within 180 days of building permit approval, and all final building inspections must be performed within one year of the building permit approval.
- 18.04.01.03 Failure to meet any of the foregoing thresholds may result in revocation of the CUP.

### 1.06.04 Review and Revocation of a Conditional Use Approval

At such intervals as it may have specified in its decision granting a conditional use approval or by its own initiative or upon request by the Planning Commission or the Zoning Enforcement Officer, the Board of County Commissioners shall request the Planning Commission to review the terms, conditions or other provisions of conditional use approvals issued by the Board. Upon review of the approval provisions, the Planning Commission may specify time periods in which any violations of the terms or conditions shall be corrected and request the Zoning Enforcement Officer to report upon the action(s) taken to remedy the specified deficiencies. If the Planning Commission recommends revocation of the conditional use approval, such recommendation and the reasons for it shall be forwarded to the Huerfano County Board of County Commissioners. Within ten (10) working days of receiving that recommendation the Board of County Commissioners shall schedule a public hearing by the Board, as specified in Section 1.06.02. Following the conduct of the public hearing, as specified in Section 1.06.02, the Board shall act to revoke, not to revoke or to impose additional or amended conditions or sanctions on the conditional use approval holder. Failure of the approval holder to comply within the stipulated time periods with any of the original conditions under which the permit was issued or to comply with any amended conditional use application provisions shall be adequate reason for revocation of a conditional use permit without additional hearings or administrative remedies.

## Staff Comments

Because no compliance review was conducted as per 18.04.01.01 and the permit holders have declined to communicate with Huerfano County Code Enforcement, Walsenburg Cannabis is not in compliance with Section 18 of the Land Use Code and the terms of CUP 15-010.

## Planning Commission Recommendations:

On March 23, 2023 the Huerfano County Planning Commission unanimously voted to send CUP 15-010 Walsenburg Cannabis to the Huerfano County Board of County Commissioners with the recommendation to begin the revocation process of CUP-010 due to non-compliance of the following Huerfano County Marijuana Regulations:

- 18.04.01 Time of application and operation.
- 18.04.01.01 Annual Compliance Reviews shall be performed by the Board of County Commissioners, or its designees, no later than 30 days following the anniversary date of the issuance of a Commercial Building Permit.
- 18.04.01.02 All required construction permits must be in place within forty-five (45) days of CUP approval, construction must begin within 180 days of building permit approval, and all final building inspections must be performed within one year of the building permit approval.
- 18.04.01.03 Failure to meet any of the foregoing thresholds may result in revocation of the CUP.

## Board of County Commissioners:

On March 28<sup>th</sup>, 2023 The Board of County Commissioners voted unanimously to schedule a public hearing on Tuesday May 23, 2023 at 10:00am.

There was a Public Hearing conducted on May 23, 2023 with no public comment offered. The Commissioners made a motion and voted unanimously to give David Lesser until July 5, 2023 to come up with a plan to be reviewed by County Staff and the BOCC at which time the BOCC will make a decision.

At the Board of County Commissioners meeting on July 25<sup>th</sup>, 2023 the Commissioners made a motion and voted unanimously to conditionally continue the Conditional Use Permit #15-010 provided that no marijuana growing operations can occur until such time an operational plan is presented to the BOCC for approval. A quarterly update is to be given by David Lesser on buildings and grounds maintenance. This is to be sent to Land Use staff to be put on the agenda.

November 21, 2023 an email was received from David Lesser for his quarterly check in, please see attached email.

March 18<sup>th</sup> 2024 received an email from David Lesser stating he has nothing new to report except they were going to have a showing scheduled later in the week. The Board of County Commissioners met on March 26<sup>th</sup>, 2024 and said to keep have David Lesser with Walsenburg Cannabis continue to do their quarterly reports unless something changes in the meantime.

June 20<sup>th</sup> 2024, received an email from David Lesser that says he is continuing to market the property, but had nothing specific to report at this time, but would keep us posted if things change.

**Additional Information:**

Walsenburg Cannabis was vandalized over the December 8<sup>th</sup>-10<sup>th</sup> 2023 weekend causing an estimated \$150,000-\$200,000 in damages. Five people involved in doing the vandalizing were apprehended. Reports, pictures, and all other information are still in process.

# Huerfano County Land Use Department

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



Item 6b.

## Huerfano County Board of County Commissioners Staff Report – Permit #24-012 Maria Lakes Plat Amendment

Meeting Date: June 25, 2024

### Request:

With this Application, Don Sieke is requesting a correction of the Maria Lakes Plat Map.

The applicant is requesting wording be eliminated and replaced. The plat map currently reads:  
Note 6- Parcel A is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities to be owned and maintained by the Maria Lake Subdivision Homeowners Association. Wording to be replaced by:  
Parcel A, owned by Maria Lake Grazing Association, LLC, is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities. Except for the Maria Lake area of Parcel A, the remainder of Parcel A will be maintained by Maria Lake Subdivision Homeowners Association.

### Process for Plat Amendment:

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

### Code References:

The following Code Sections are pertinent to the evaluation of this request:  
§ 2.14 – Plat Amendment

### Application Materials Required for a Plat Amendment:

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

### Application Materials:

- Letter of intent.
- Deed to show ownership
- Current Map
- Application

### Background:

This application, along with all required attachments were received on April 4, 2024. Application Fees were invoiced to the applicant. Staff has determined the application to be complete.

### Eligibility for a Plat Amendment:

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

**2.14.03 Criteria for Action on a Plat Amendment Application:**

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

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

**Analysis:**

The Planning Commission shall decide whether the proposed changes qualify for a Plat Amendment.

**Referral Comments:**

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

- San Isabel Electric
- Huerfano County Road and Bridge Department
- Huerfano County Soil Conservation District
- Huerfano County Water Conservancy District

There was one reply on agency comments, the Water Conservancy District, who stated they had no comments on this application.

**Note:**

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

**Enclosures:**

- Application
- Current Map
- Maria Lakes Location
- Letter of Intent
- Deed
- Agency Comment

**Planning Commission Recommendation:**

On June 13<sup>th</sup>, 2024 the Planning Commission recommended approval to the Huerfano County Board of County Commissioners for approval to change the wording on Note 6 on the Plat Map. The change is to change the wording “owned and maintained Maria Lake Subdivision Homeowners Association” to “owned by Maria Lake Grazing Association, LLC”.

**Board of County Commissioners Action:**

**Recommendation:**

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

MARIA LAKE GRAZING ASSOCIATION

7343 S. Alton Way, Suite 100  
Centennial, CO 80112

March 28, 2024

Cheri Chamberlain ([cchamberlain@huerfano.us](mailto:cchamberlain@huerfano.us))

Huerfano County  
401 Main Street, Suite 304  
Walsenburg, CO 81089

Cheri,

Thank you for the Plat Amendment Instructions and the General Land Use Application.

I'm enclosing the General Land Use Application along with an attachment which explains the requested Plat Amendment for Note 6 under General Notes.

I'm also enclosing a copy of the Maria Lake Subdivision which was approved in 2009 and a Preliminary Title Commitment for Parcel A that confirms the ownership of Maria Lake Grazing Association, LLC, which is owned 99% by Donald E. Siecke and 1% by Maria Lake Ranch Wetlands, LLC which I also own.

I'm uncertain of the required fees, but will have them paid immediately if you let me know the amount.

I've referenced my submittal as a Plat Correction. Please let me know if I need to modify my submittal or provide additional information.

Thanks for you help,

Donald Siecke



**Huerfano County Land Use Department**

401 Main Street, Suite 340, Attn: Land Use

Walsenburg, Colorado 81089

719-738-1220 ext. 103



**GENERAL LAND USE APPLICATION**

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

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

**Received by:** \_\_\_\_\_

**Fees due:** \_\_\_\_\_ **Date Paid** \_\_\_\_\_

**1. ACTION(S) REQUESTED:**

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

**2. APPLICANT AND OWNER INFORMATION:**

Applicant Name: Donald E. Siecke and 100% Owned Entities

Applicant's Mailing Address: 7343 S. Alton Way, Suite 100, Centennial, CO 80112

Applicant's Telephone: 303-229-8300 Email: don@keltmoredevelopment.com

Name of Land Owner: Same as applicant

Land Owner's Mailing Address: \_\_\_\_\_

Land Owner's Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**3. PERMIT DETAILS:**

Detailed project description/Scope of Work: See Exhibit 1 Attached

\_\_\_\_\_

\_\_\_\_\_

Parcel Area: \_\_\_\_\_ Acres; Zoning District(s): \_\_\_\_\_

Parcel/Schedule Number(s): \_\_\_\_\_

Parcel Address (optional): \_\_\_\_\_

Current/Proposed Land use (see §1.05 of the Land Use Code): \_\_\_\_\_



# GENERAL LAND USE APPLICATION

If project is in an HOA, HOA name: Maria Lake Subdivision Homeowners Association

If a Variance Request, please state the reason for the Variance(s): See Exhibit Attached

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

If YES, describe existing conditions: N/A

Value of proposed project: \_\_\_\_\_

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

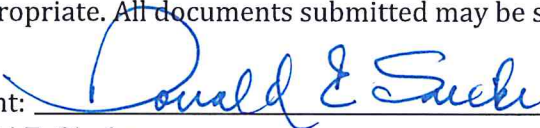
If YES, please list all permits or approvals required: N/A

Additional pertinent information: \_\_\_\_\_

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

### 4. CERTIFICATION BY THE APPLICANT:

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

Signature of Applicant:  Date: March 28, 2024

Printed name: Donald E. Siecke

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

Final Approval

Conditional Approval

Denial

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

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

Comments \_\_\_\_\_

MARIA LAKE SUBDIVISION  
PLAT CORRECTION

March 28, 2024

Exhibit 1

The approved Maria Lake Subdivision Plat recorded July 16, 2009, included Note 6 which contains an error, under General Notes which reads:

Note 6 – Parcel A is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities to be owned and maintained by the Maria Lake Subdivision Homeowners Association.

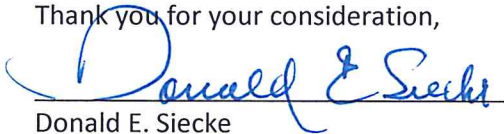
Parcel A largely consists of the approximately 250 acre Maria Lake including related water and storage rights, Road, utility and other easements are or will be separately recorded. Because Maria Lake owners are pursuing separate water initiatives to retain water in the Cucharas River Valley, ownership was always intended to and must remain in the name of Maria Lake Grazing Association, LLC, successor to Maria Lake Grazing Association, LLP

Accordingly, it is hereby requested that Note 6 be eliminated in its entirety and replaced by:

Parcel A, owned by Maria Lake Grazing Association, LLC, is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities. Except for the Maria Lake area of Parcel A, the remainder of Parcel A will be maintained by Maria Lake Subdivision Homeowners Association.

The undersigned is currently the owner, directly through 100% owned entities, of 100% of the Maria Lake Subdivision.

Thank you for your consideration,

  
Donald E. Siecke

MARIA LAKE SUBDIVISION  
PLAT CORRECTION

March 28, 2024

Exhibit 1

The approved Maria Lake Subdivision Plat recorded July 16, 2009, included Note 6 which contains an error, under General Notes which reads:

Note 6 – Parcel A is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities to be owned and maintained by the Maria Lake Subdivision Homeowners Association.

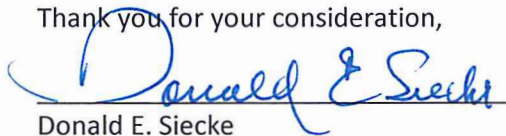
Parcel A largely consists of the approximately 250 acre Maria Lake including related water and storage rights, Road, utility and other easements are or will be separately recorded. Because Maria Lake owners are pursuing separate water initiatives to retain water in the Cucharas River Valley, ownership was always intended to and must remain in the name of Maria Lake Grazing Association, LLC, successor to Maria Lake Grazing Association, LLP

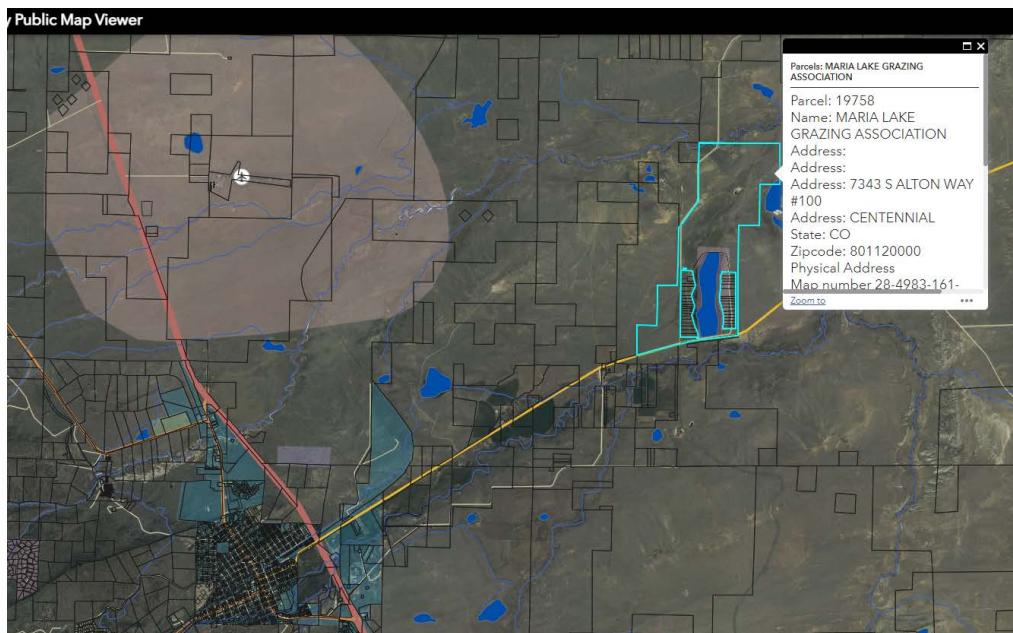
Accordingly, it is hereby requested that Note 6 be eliminated in its entirety and replaced by:

Parcel A, owned by Maria Lake Grazing Association , LLC, is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities. Except for the Maria Lake area of Parcel A, the remainder of Parcel A will be maintained by Maria Lake Subdivision Homeowners Association.

The undersigned is currently the owner, directly through 100% owned entities, of 100% of the Maria Lake Subdivision.

Thank you for your consideration,

  
Donald E. Siecke





## We appreciate your business!

We are thankful for the opportunity to work with you on your transaction. Below you will find a digital copy of your Title Commitment for the property with hyperlinks to supporting documentation. Please scroll down and click on the blue links below to view the referenced documentation. You will receive your title policy after the closing of the transaction. Should you have any questions about "What is Title Insurance?" please visit our website at [www.heritagetco.com](http://www.heritagetco.com) and click on the "Consumers" tab. Thank you.



[heritagetco.com](http://heritagetco.com)

Pursuant to your real estate contract, the title commitment attached is for your records and review only, you will receive your title policy after the closing of the property. Thank You.

## Your Preliminary Title Commitment

Our File No. HS0828138

Effective Date: January 30, 2024

### PROPERTY ADDRESS: PARCEL A

*This commitment was delivered to the following parties, disclosed to the Company to be involved in this transaction:*

Donald Siecke  
Cindy Cogan

*The delivery/email address of each party is intentionally not displayed, in order to protect the Personal Private Information (PPI) of all.*

IS THIS A SALE TRANSACTION? Are the seller's in this transaction US Citizens? If not click [HERE](#) for important information regarding FIRPTA

**ONLINE FRAUD IS ON THE RISE** - click [HERE](#) before wiring your funds



E&O Certificate - Click [HERE](#)

Agents and Lenders - Click [HERE](#) for the best resource to calculate net sheets, closing cost estimates and much more...

[Click here for your complete Title Commitment](#)

[Click here for your Tax Certificate](#)

Thank you for your new order! We truly appreciate the opportunity to work with you on your transaction. Below you will find a digital copy of your Title Commitment for the property with hyperlinks to supporting documentation. Please scroll down and click on the blue links below to view the referenced documentation. You will receive your title policy after the closing of the transaction. Should you have any questions about "What is Title Insurance?" please visit our website at [www.heritagetco.com](http://www.heritagetco.com) and click on the "Consumer Tab". Thank You.

### WIRING INSTRUCTIONS

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

NOTE: Wired funds are required on all cash purchase transactions

**\*\*Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.\*\***

### LEGAL DESCRIPTION

Parcel A in Maria Lake Subdivision, County of Huerfano, State of Colorado.

### SELLERS

Maria Lake Grazing Association, LLC, a Colorado limited liability company

### BUYERS

Contracted Purchaser or Designee

### LENDER

Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assign

### PROPOSED COVERAGES

#### ALTA Owner's Policy 2021

Proposed Insured: Contracted Purchaser or Designee  
Proposed Policy Amount: \$10,000.00

#### ALTA Loan Policy 2021

Proposed Insured: Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assign  
Proposed Policy Amount: \$10,000.00

### ESTIMATED TITLE CHARGES

Owner's Policy Premium	\$192.00
CO 110.1-06	\$95.00
Loan Policy 1 Premium	\$375.00
Closing Protection Letter	\$25.00
Tax Certificate	\$13.50
addl search fee	\$120.00

**REQUIREMENTS**

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay the premiums, fees, and charges for the Policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):                    \ \

The Company reserves the right to add additional items or make further requirements after review requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender

Click to View Tax Info

NOTE: Exception(s) number(ed) 1-4 will not appear on the Lender's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

Note: Exception number 5 will be removed from the Owner's and Lender's Policy provided the Company conducts the closing.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:**

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

NONE

**EXCEPTIONS**



1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of

8. Terms, conditions, provisions, agreements and obligations contained in the Water Well and Pipeline Easement recorded October 6, 1972 in Book 331 at Page 783
- ~~9. Terms, conditions, provisions, agreements and obligations contained in the Partnership Agreement for Maria Lake Grazing Association, a Colorado General Partnership, recorded March 28, 1988 in Book 3M at Page 346, Memorandum of First Amended Partnership Agreement recorded January 2, 1992 in Book 13M at Page 876, Memorandum recorded January 6, 2000 at Reception No. 342551, Revised and Restated Memorandum of the second Amended, recorded January 15, 2002 at Reception No. 352206, Revised and Restated recorded August 22, 2005 at Reception No. 369047, Revised and Restated recorded December 26, 2007 at Reception No. 378793.~~
10. Terms, conditions, provisions, agreements and obligations contained in the San Isabel Electric Association, Inc. Line Extension Contract and Agreement for Permanent Electric Service as set forth below:

Deleted

Recording Date: July 7, 2000  
 Recording No: 345051

11. Terms, conditions, provisions, agreements and obligations contained in the Ruling of the Referee as set forth below:

Recording Date: August 28, 2000  
 Recording No: 345695

12. Terms, conditions, provisions, agreements and obligations contained in the Judgment and Decree Confirming Conditional Water Right as set forth below:

Recording Date: August 28, 2000

Recording No: 345696

- 13. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording No: 384387

- 14. Covenants, conditions, restrictions and lien rights but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, and any and all amendments thereto, as set forth in the document.

Recording Date: July 28, 2009

Recording No: 384388

amendment recorded April 19, 2022 at Reception No. 426325

- 15. Terms, conditions, provisions, agreements and obligations contained in the Line Extension Contract between Marie Lake Grazing Association and San Isabel Electric Association, recorded October 14, 2009 at Reception No. 385163
- 16. Terms, conditions, provisions, agreements and obligations contained in the Resolution between Huerfano County and Maria Lake Grazing, recorded January 21, 2009 at Reception No. 382430

- ~~17. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Easement and Lease Agreement as set forth below:~~

*Deleted*

~~Recording Date: April 29, 2010~~

~~Recording No: 388148~~

- 18. Easement between Marie Lake Grazing Association and San Isabel Electric Association, recorded September 11, 2009 at Reception No. 384846 and recorded March 24, 2014 at Reception No. 400023
- 19. Mineral Rights as conveyed in Deed recorded January 21, 2016 at Reception No. 405142.

- ~~20. Terms, conditions, provisions, agreements and obligations contained in the Grant of Conservation Easement Agreement between Maria Lake Grazing Association, LLC, a Colorado Limited Liability Company and Maria Lake Ranch Wetlands, LLC, A Colorado Limited Liability Company, recorded January 21, 2016 at Reception No. 405144, rerecorded January 29, 2016 at Reception No. 405233, assignment recorded May 16, 2016 at Reception No. 406075 2nd correcting Assignment recorded January 26, 2017 at Reception No. 408102, assignment recorded April 9, 2018 at Reception No. 411992 and Amended recorded April 9, 2018 at Reception No. 411993.~~

*Deleted*

- ~~21. Terms, conditions, provisions, agreements and obligations contained in the Grant of Easement Agreement between South Ranch at Cuchara Junction, LLC and Maria Lake Grazing Association LLC, a Colorado limited Liability Company, recorded July 10, 2017 at Reception No. 409426~~

*Deleted*



~~22.~~ Terms, conditions, provisions, agreements and obligations contained in the Duran Ditch Easement between Maria Lake Grazing Association LLC and Darryl Harwig and Cheryl Harwig, recorded April 15, 2019 at Reception No. 415150.

**IMPORTANT CONTACTS**

Escrow Closer:	Cindy Cogan
Phone:	720-728-7210
FAX:	
E-Mail:	Cindy.Cogan@heritagetco.com
Address:	627 E Bridge St Brighton, CO 80601

**Thank you for trusting us with your transaction!  
Please contact your Escrow Closer, Closing Assistant  
or Title Representative with any questions,  
as replies to this message will not be read.**

**DISCLAIMER/DISCLOSURES/EXPLANATIONS OF COVERAGE**

The information provided in the Title Snapshot is for preview purposes only. Any conflict with the information displayed herein and the contents of the official Title Commitment issued in connection with this order will be controlled by said official Title Commitment. Questions regarding any discovered conflict should be directed to the Contact Persons shown herein.



# MARIA LAKE SUBDIVISION

A PORTION OF THE E 1/2 OF SECTION 20, A PORTION OF THE W 1/2 OF SECTION 21, A PORTION OF THE NE 1/4 OF SECTION 29 AND A PORTION OF THE NW 1/4 OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. HUERFANO COUNTY, COLORADO.

Survey 5-264

191  
3

KNOW ALL MEN BY THESE PRESENTS: That Maria Lake Grazing Assoc., LLP, Being the owner of the following described tract of land to wit:

### LEGAL DESCRIPTION

A parcel of land being a portion of the E 1/2 of Section 20 and a portion of the W 1/2 of Section 21 and a portion of the NE 1/4 of Section 29 and a portion of the NW 1/4 of Section 28, Township 27 South, Range 65 West of the Sixth Principal Meridian, Huerfano County, Colorado. Said parcel being more particularly described as follows:

BEGINNING at a point on the east line of the said W 1/2 of Section 21 from which the N 1/4 corner of said Section 21 bears N 00°03'03"E (bearing based on a line between the N 1/4 corner and the S 1/4 corner of Section 21, Township 27 South, Range 65 West of the Sixth Principal Meridian, monumented on both ends with a No. 5 rebar with a 1 1/2" aluminum cap P.L.S. 11624, assumed to bear S 00°03'03"W), a distance of 1683.32 feet; thence S 00°03'03"W along said east line, a distance of 3635.56 feet to the said S 1/4 corner of Section 21; thence S 00°00'04"E along the east line of the said NW 1/4 of said Section 28, a distance of 1845.18 feet to a point on the north line of Valdez Cemetery; thence S 89°36'46"W along said north line of Valdez Cemetery, a distance of 106.01 feet to the northwest corner of said Valdez Cemetery; thence S 01°39'42"W along the west line of said Valdez Cemetery, a distance of 188.36 feet to a point on the north right of way line of Colorado State Highway 10; thence along said north right of way line of Colorado State Highway 10 the following four (4) courses:

1. along the arc of a non-tangent curve to the right, whose center bears N 11°57'24"W and having a central angle of 04°18'41" and a radius of 2252.00 feet, a distance of 169.46 feet;
2. S 82°23'17"W, a distance of 2652.56 feet;
3. along the arc of a curve to the left, having a central angle of 07°34'14" and a radius of 5769.33 feet, a distance of 762.31 feet;
4. S 74°48'17"W, a distance of 117.13 feet;

thence N 48°53'52"W, a distance of 62.78 feet; thence along the apparent easterly right of way line of Huerfano County Road No. 120 the following two (2) courses:

1. N 00°06'01"W, a distance of 2552.30 feet;
2. N 00°33'19"E, a distance of 3654.27 feet;

thence N 90°00'00"E, a distance of 3783.40 feet to the POINT OF BEGINNING.

Said parcel contains 518.42 acres, more or less

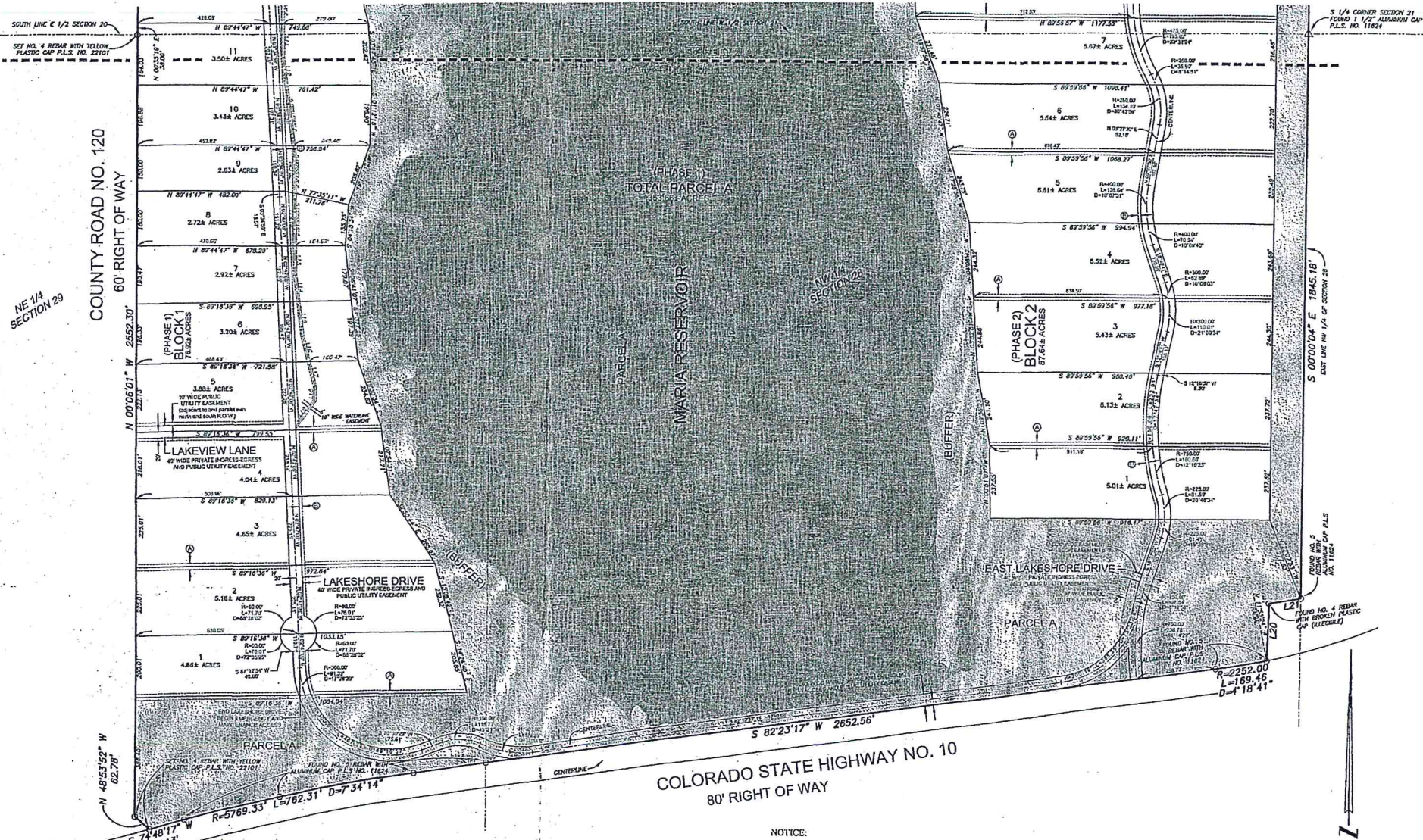
### GENERAL NOTES:

1. Date of Preparation is February 28, 2009.
2. The tract of Land Herein lies with a portion of the E 1/2 of Section 20, a portion of the W 1/2 of Section 21, a portion of the NE 1/4 of Section 29 and a portion of the NW 1/4 of Section 28, Township 27 South, Range 65 West of the Sixth Principal Meridian.
3. Conditions of the sale of specific lots are as follows:  
 a) Lots 1-3, Phase One as shown hereon may not be sold until such time as water and electric services are extended to those lots by the developer.  
 b) Lots 1-16, Phase Two as shown hereon may not be sold until such time as water and electric services are extended to those lots by the developer.
4. Sewage treatment is the responsibility of each individual property owner. All facilities shall comply with all applicable State and Regional regulations governing sewage disposal.
5. Unless shown other wise, the following easements are hereby platted for Public Utilities. The sole responsibility for maintenance of easements is hereby vested with the individual property owners.  
 A. A 20.00 FT Public Utility Easement being 10.00 FT on both sides of Lot Lines indicated by (A)  
 B. A 10.00 FT Public Utility Easement parallel to the 40.00 FT Private Ingress-Egress Easement indicated by (B)
6. Parcel A is for the purpose of Private open space, Drainage, Private Trails, and Public Utilities to be owned and maintained by the Maria Lake Subdivision Homeowners Association.
7. The Covenants, Conditions, Restrictions and Easements for the Maria Lake Subdivision Homeowners Association are recorded under Reception No. \_\_\_\_\_ in the records of the Huerfano County, Colorado.
8. Fire protection by Huerfano County Fire Protection District.
9. Lots 1-18 and Lot 20 shall not have direct vehicular access to County Road 120.
10. Lot 20, Phase I, per Conditional Use Permit No. 09-012 has been granted the conditional use for Animal Husbandry and HIF animals for so long as they are exercised without interruptions for a period not to exceed twenty-four (24) months.
11. Proposed entry monumentation adjacent to County Road 120 to be maintained by Maria Lake Subdivision Homeowners Association.
12. All Private Roads to provide Ingress and allow for drainage and Public Utilities and are to be maintained by Maria Lake Subdivision Homeowners Association.
13. All Storm culverts facilities to be owned and maintained by the Maria Lake Homeowners Association.
14. Flood plain Statement:  
 By graphic plotting only, this property and adjacent properties are in zone "A" (areas determined to be outside of 500 year flood plain) of the Flood Insurance Rate Map, Community Panel Number 080206, New Subfile (b), which bears a flood hazard boundary map date of November 22, 1977, no field surveying was performed to determine these zones and an Elevation Certificate may be needed to verify this determination or apply for a Variance from the Federal Emergency Management Agency.

### SITE DATA CHART:

Total Acreage being Platted:	518.42 Acres
Total Number of Proposed Lots (two Phases)	36 Total Lots
Lot 16 Block I, is Community Clubhouse	5.02 Acres
Net Size of the Average (Mean) Lot-Phase I	3.93 Acres
Maximum Lot Size, Block I Phase I	6.76 Acres
Minimum Lot Size, Block I Phase I	2.02 Acres
Net Size of the Average (Mean) Lot-Phase II	5.66 Acres
Maximum Lot Size, Block 2 Phase II	5.84 Acres
Minimum Lot Size, Block 2 Phase II	3.36 Acres

Types of Land Use Proposed:	Residential Lots, Community Lodge, Open Space and Private Roads.
Area of Land Proposed for Residential Lots	170.23 Acres
Area of Land Proposed for Private Open Space	348.19 Acres
Area of Land Proposed for Private Roads	16.78 Acres
(All Private roads are contained in easements and are included in total Lot Acreage)	



### DEDICATION:

The above owner has caused said Tract of Land to be surveyed and platted into Lots, Parcels, Private Roads, and Easements as shown on the accompanying plat, which plat is drawn to a fixed scale as indicated thereon and accurately sets forth the Boundaries and Dimensions of said Tract and the location of said Easements, and which Plat so platted shall be known as "Maria Lake Subdivision".

IN WITNESS WHEREOF:  
The aforementioned has executed this instrument this 16<sup>th</sup> day of July, 2009 A.D.

By Eric S. White  
For Maria Lake Grazing Association, LLP  
7373 S. Allan Way, Suite 100  
Centennial, Colorado, 80112



The foregoing Instrument was signed by me this 16<sup>th</sup> day of July, 2009 A.D. by Eric S. White for Maria Lake Grazing Association, LLP.  
Witness my hand and Official Seal.  
Sandra J. Dotter, Notary Public  
My commission expires: 12/30/12

### DEDICATION OF RIGHTS-OF-WAY FOR UTILITY PURPOSES:

Unless otherwise specified, all Utility Easements, as well as all Public and Private Rights-of-Way, shown hereon, are dedicated to the perpetual use of all Utility Companies, for the purpose of installing, Constructing, Replacing, and Maintaining underground utilities and Drainage Facilities including (but not limited to) water, sewer, electric, gas, telephone and television lines; together with the right of Ingress and Egress for such installation, construction, replacement, repair and maintenance, as well as the right to trim interfering trees and brush, in no event shall the Utility Companies exercise the rights herein granted so as to interfere with the use of the Right-of-Way for roadway purposes except to the extent reasonably necessary to enjoy the grant hereby made.

### SURVEYOR'S STATEMENT:

I RANDY G. REEVES, a Professional Land Surveyor registered in the State of Colorado, hereby certify to Maria Lake Grazing Association, LLP, a Colorado Limited Liability Partnership, that a survey of the above described premises was conducted under my responsible charge in December 2009 and that this plat of Maria Lake Subdivision, complies with the requirements of Plats and maps as set forth in Section 38-33-209 et seq. C.R.S. 1992 and with the minimum standards for Land Survey and Plats as set forth in Section 38-51-106 et seq. C.R.S. 1994.

By Randy G. Reeves  
PROFESSIONAL LAND SURVEYOR NO. 22101  
DATE: 7-9-09

### NOTES:

- 1) A search for recorded rights of way and easements was done by Dotter Abstract Company, Order No. 27202 with an Effective Date of February 2, 2009 at 8:00 AM.
- 2) Bearings based on a line between the N 1/4 corner and the S 1/4 corner of Section 21, Township 27 South, Range 65 West of the Sixth Principal Meridian, monumented on both ends with a No. 5 rebar with a 1 1/2" aluminum cap P.L.S. 11624, assumed to bear S 00°03'03"W

### NOTICE:

According to C.R.S. 13-80-105, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certificate shown hereon.

### BOARD OF COUNTY COMMISSIONERS APPROVAL AND DEDICATION:

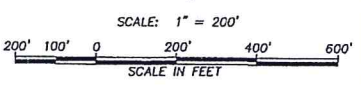
This Plat of Maria Lake Subdivision has been reviewed and approved by the Huerfano County Board of Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2009. The Preliminary Plat for this subdivision was approved on \_\_\_\_\_, 2009. There is no Dedication of Roads to Huerfano County and the County shall NOT undertake maintenance of such roads.

CHAIRPERSON HUERFANO COUNTY PLANNING COMMISSION: [Signature]  
CHAIRPERSON HUERFANO COUNTY BOARD OF COUNTY COMMISSIONERS: [Signature]

### CLERK AND RECORDER:

State of Colorado )  
County of Huerfano )  
I hereby Certify that this Instrument was Filed for Record in My office at \_\_\_\_\_ o'clock \_\_\_\_\_ M, This \_\_\_\_\_ day of \_\_\_\_\_, 2009 A.D. and Duly Recorded under Reception Number \_\_\_\_\_

Recorder: \_\_\_\_\_ By: Deputy \_\_\_\_\_



LINE	LENGTH	BEARING
L1	68.84	S84°28'10"W
L2	36.48	N82°52'24"E
L3	44.16	N77°23'24"E
L4	47.36	E113°52'24"W
L5	36.96	S82°54'24"E
L6	74.28	S57°48'24"E
L7	58.08	S71°18'24"E
L8	44.64	S47°30'24"E
L9	68.88	S21°18'24"E
L10	110.32	S00°18'24"E
L11	55.00	S00°18'24"E
L12	55.00	S00°18'24"E
L13	110.32	S00°18'24"E
L14	87.36	S07°12'24"E
L15	110.32	S14°20'24"E
L16	65.56	S18°20'24"E
L17	43.72	S27°12'24"E
L18	104.27	S37°04'24"E
L19	164.96	S47°04'24"E
L20	106.61	S57°04'24"E
L21	106.61	S67°04'24"E

**Mangini Reeves, Inc.**  
Professional Engineers and Professional Land Surveyors  
4718 North Elizabeth St., Pueblo, CO  
(719) 544-0855 Fax (719) 544-0876

OWNER/TITLE: MARIA LAKE GRAZING ASSOCIATION, LLP  
JOB DESCRIPTION: MARIA LAKE SUBDIVISION  
DETAILED BY: RAS DATE: 3-3-09  
JOB NUMBER: 2008-142 SCALE: 1" = 200'  
FILE NAME: 08142SUB-PRELIM SHEET NO.  
REF JOB NO.: 1 OF 3

5264

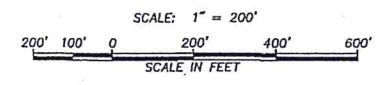
REBUN QUNWARD



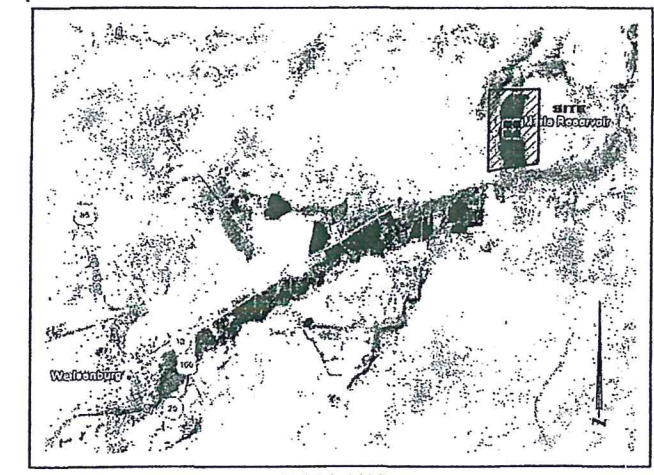
# MARIA LAKE SUBDIVISION

A PORTION OF THE E 1/2 OF SECTION 20, A PORTION OF THE W 1/2 OF SECTION 21, A PORTION OF THE NE 1/4 OF SECTION 29 AND A PORTION OF THE NW 1/4 OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. HUERFANO COUNTY, COLORADO.

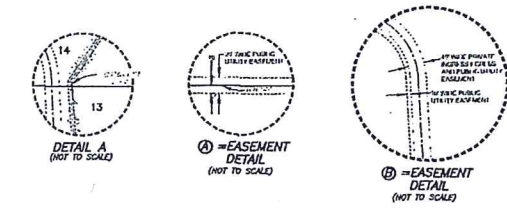
*Summers-764 P. 2*



LINE	LENGTH	BEARING
L1	62.54	S82°01'07\"
L2	38.48	N72°43'24\"W
L3	44.78	N72°07'42\"W
L4	47.55	S11°06'54\"W
L5	26.88	S42°28'43\"W
L6	74.09	S52°46'55\"W
L7	158.35	S71°17'18\"W
L8	36.88	S11°26'12\"W
L9	44.53	S17°02'42\"E
L10	66.81	S04°48'42\"E
L11	110.92	S00°11'17\"E
L12	92.51	S02°18'58\"E
L13	55.00	S00°01'11\"E
L14	82.25	S07°14'30\"E
L15	112.92	S07°14'30\"E
L16	86.53	S14°50'17\"E
L17	83.03	S16°29'32\"E
L18	42.25	S00°11'21\"W
L19	154.27	S12°01'17\"W
L20	106.36	S01°15'42\"W
L21	108.01	S02°04'42\"W
L22	108.81	S02°25'22\"W



VICINITY MAP  
(NOT TO SCALE)



*7-3-09*

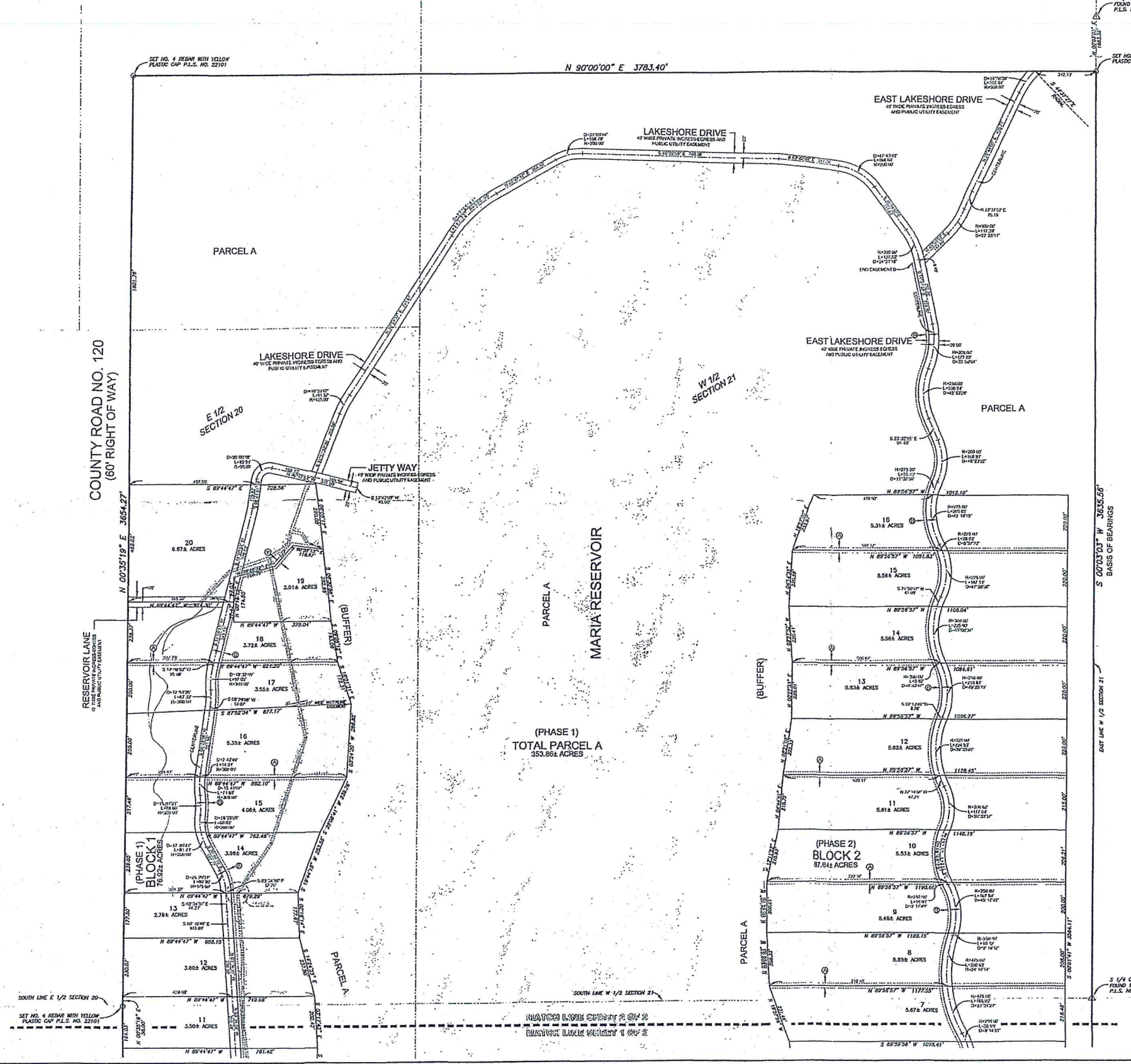
**Mangini Reeves, Inc.**  
Professional Engineers and Professional Land Surveyors  
4718 North Elizabeth St. - Pueblo, CO  
(719) 544-0855 Fax (719) 544-0876

OWNER/TITLE: MARIA LAKE GRADING ASSOCIATION, LLP  
JOB DESCRIPTION: (LAND ACQUISITION AND IMPROVEMENT, LLC) MARIA LAKE SUBDIVISION

DATE: 3-3-09  
SCALE: 1" = 200'

FILE NAME: 08142SUB-PRELIM SHEET NO. 2 OF 3

#	DATE	REVISIONS (COMMENTS)	CHECKED BY



DRAWING NUMBER  
**5-764**

DRAWING NUMBER  
**5-764**

DRAWING NUMBER



DRAWING NUMBER  
5-764

DRAWING NUMBER

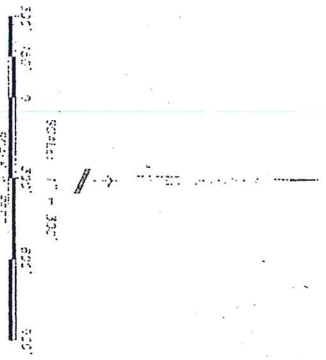
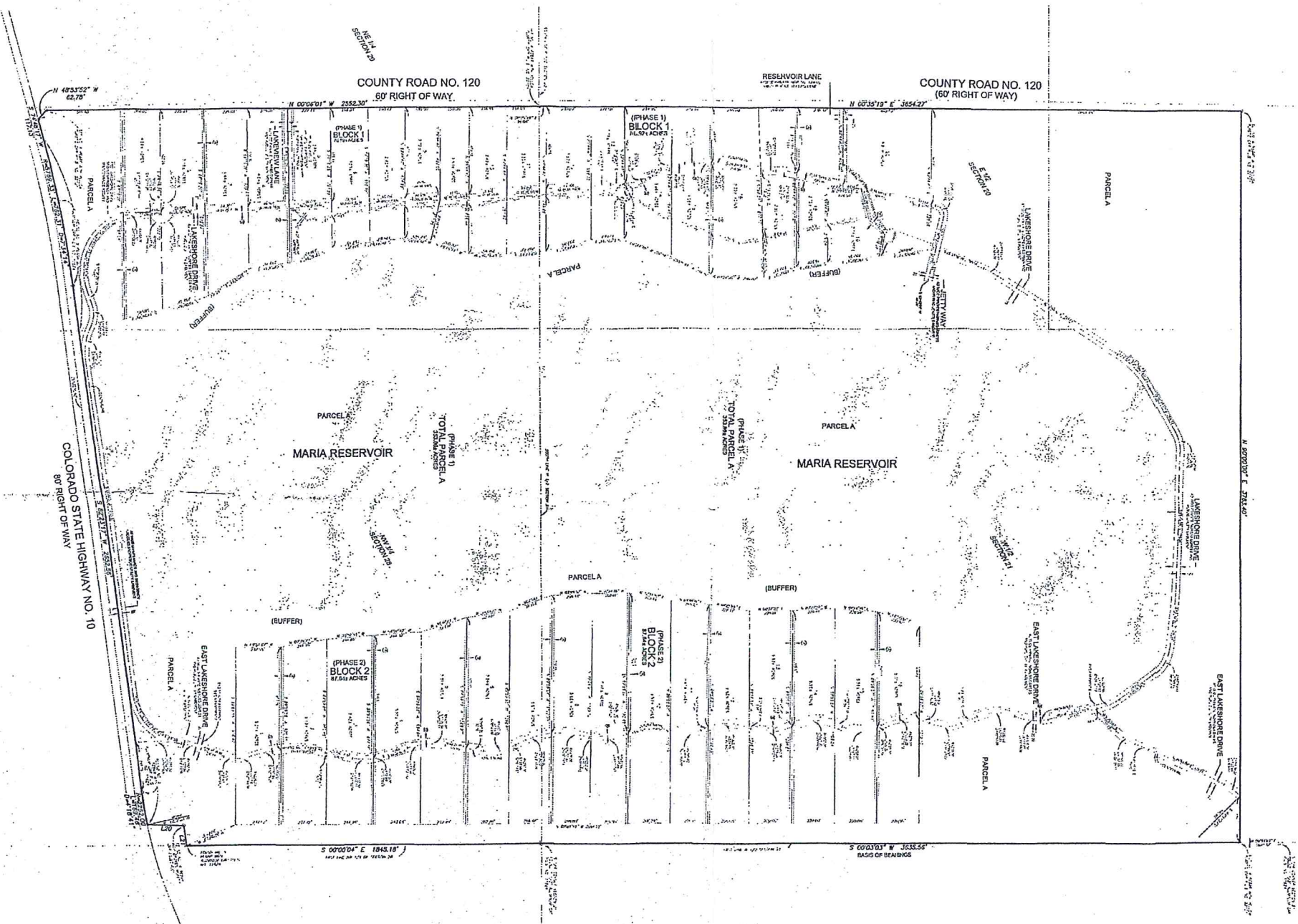
DRAWING NUMBER  
5-764

# MARIA LAKE SUBDIVISION

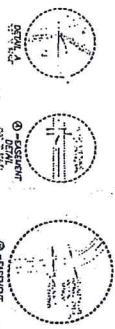
Pg 3

A PORTION OF THE E 1/2 OF SECTION 20, A PORTION OF THE W 1/2 OF SECTION 21, A PORTION OF THE NE 1/4 OF SECTION 29 AND A PORTION OF THE NW 1/4 OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. HUERFANO COUNTY, COLORADO.  
COMPOSITE SHEET

*Survey 5-764*



LINE	LINE STYLE	THICKNESS	DESCRIPTION
1	SOLID	2	SECTION CORNER
2	DASHED	2	ADJACENT PROPERTY
3	DOTTED	2	UNDEVELOPED LAND
4	SOLID	4	SECTION CORNER
5	DASHED	4	ADJACENT PROPERTY
6	DOTTED	4	UNDEVELOPED LAND
7	SOLID	6	SECTION CORNER
8	DASHED	6	ADJACENT PROPERTY
9	DOTTED	6	UNDEVELOPED LAND
10	SOLID	8	SECTION CORNER
11	DASHED	8	ADJACENT PROPERTY
12	DOTTED	8	UNDEVELOPED LAND



*Margaret Reeves, Inc.*  
Professional Engineers and Professional Land Surveyors

1515 1/2 S. W. 1st St., Suite 100  
Denver, CO 80202  
Tel: 303-733-1111  
Fax: 303-733-1112

7-9-02

3 OF 3

# Huerfano County Land Use Department

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



Item 6b.

## Huerfano County Board of County Commissioners Staff Report – Permit #24-012 Maria Lakes Plat Amendment

Meeting Date: June 25, 2024

### Request:

With this Application, Don Sieke is requesting a correction of the Maria Lakes Plat Map.

The applicant is requesting wording be eliminated and replaced. The plat map currently reads:  
Note 6- Parcel A is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities to be owned and maintained by the Maria Lake Subdivision Homeowners Association. Wording to be replaced by:  
Parcel A, owned by Maria Lake Grazing Association, LLC, is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities. Except for the Maria Lake area of Parcel A, the remainder of Parcel A will be maintained by Maria Lake Subdivision Homeowners Association.

### Process for Plat Amendment:

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

### Code References:

The following Code Sections are pertinent to the evaluation of this request:  
§ 2.14 – Plat Amendment

### Application Materials Required for a Plat Amendment:

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

### Application Materials:

- Letter of intent.
- Deed to show ownership
- Current Map
- Application

### Background:

This application, along with all required attachments were received on April 4, 2024. Application Fees were invoiced to the applicant. Staff has determined the application to be complete.

### Eligibility for a Plat Amendment:

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

### 2.14.03 Criteria for Action on a Plat Amendment Application:

All actions by the Planning Commission in reviewing and making recommendations on an application to amend an approved and recorded plat and by the Board of County Commissioners in approving or disapproving such

applications shall be based in general upon the provisions of these regulations and specifically on the following criteria:

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

**Analysis:**

The Planning Commission shall decide whether the proposed changes qualify for a Plat Amendment.

**Referral Comments:**

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

- San Isabel Electric
- Huerfano County Road and Bridge Department
- Huerfano County Soil Conservation District
- Huerfano County Water Conservancy District

There was one reply on agency comments, the Water Conservancy District, who stated they had no comments on this application.

**Note:**

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

**Enclosures:**

- Application
- Current Map
- Maria Lakes Location
- Letter of Intent
- Deed
- Agency Comment

**Planning Commission Recommendation:**

On June 13<sup>th</sup>, 2024 the Planning Commission recommended sending the application to the Huerfano County Board of County Commissioners for approval to change the wording on Note 6 on their Plat Map. The change would replace the wording “owned and maintained Maria Lake Subdivision Homeowners Association” with “owned by Maria Lake Grazing Association, LLC”.

**Board of County Commissioners Action:**

**Recommendation:**

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



MARIA LAKE SUBDIVISION  
PLAT CORRECTION

March 28, 2024

Exhibit 1

The approved Maria Lake Subdivision Plat recorded July 16, 2009, included Note 6 which contains an error, under General Notes which reads:

Note 6 – Parcel A is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities to be owned and maintained by the Maria Lake Subdivision Homeowners Association.

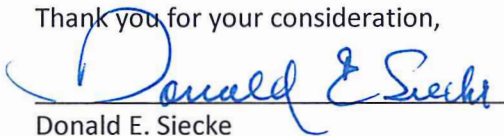
Parcel A largely consists of the approximately 250 acre Maria Lake including related water and storage rights, Road, utility and other easements are or will be separately recorded. Because Maria Lake owners are pursuing separate water initiatives to retain water in the Cucharas River Valley, ownership was always intended to and must remain in the name of Maria Lake Grazing Association, LLC, successor to Maria Lake Grazing Association, LLP

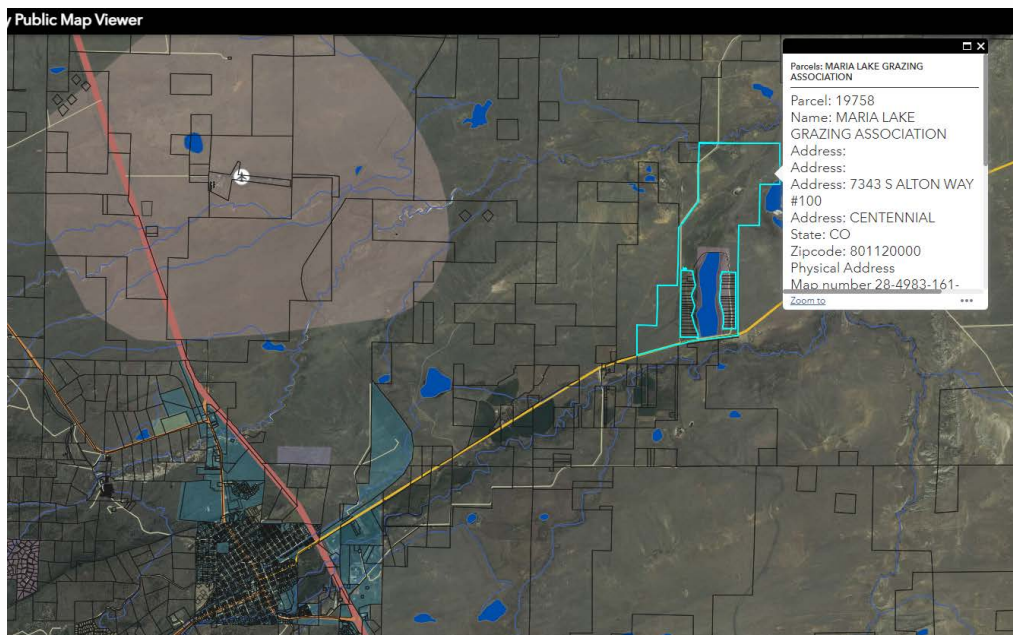
Accordingly, it is hereby requested that Note 6 be eliminated in its entirety and replaced by:

Parcel A, owned by Maria Lake Grazing Association , LLC, is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities. Except for the Maria Lake area of Parcel A, the remainder of Parcel A will be maintained by Maria Lake Subdivision Homeowners Association.

The undersigned is currently the owner, directly through 100% owned entities, of 100% of the Maria Lake Subdivision.

Thank you for your consideration,

  
Donald E. Siecke



MARIA LAKE GRAZING ASSOCIATION

7343 S. Alton Way, Suite 100  
Centennial, CO 80112

March 28, 2024

Cheri Chamberlain ([cchamberlain@huerfano.us](mailto:cchamberlain@huerfano.us))

Huerfano County  
401 Main Street, Suite 304  
Walsenburg, CO 81089

Cheri,

Thank you for the Plat Amendment Instructions and the General Land Use Application.

I'm enclosing the General Land Use Application along with an attachment which explains the requested Plat Amendment for Note 6 under General Notes.

I'm also enclosing a copy of the Maria Lake Subdivision which was approved in 2009 and a Preliminary Title Commitment for Parcel A that confirms the ownership of Maria Lake Grazing Association, LLC, which is owned 99% by Donald E. Siecke and 1% by Maria Lake Ranch Wetlands, LLC which I also own.

I'm uncertain of the required fees, but will have them paid immediately if you let me know the amount.

I've referenced my submittal as a Plat Correction. Please let me know if I need to modify my submittal or provide additional information.

Thanks for you help,

Donald Siecke





**Huerfano County Land Use Department**

401 Main Street, Suite 340, Attn: Land Use

Walsenburg, Colorado 81089

719-738-1220 ext. 103



**GENERAL LAND USE APPLICATION**

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

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

**Received by:** \_\_\_\_\_

**Fees due:** \_\_\_\_\_ **Date Paid** \_\_\_\_\_

**1. ACTION(S) REQUESTED:**

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

**2. APPLICANT AND OWNER INFORMATION:**

Applicant Name: Donald E. Siecke and 100% Owned Entities

Applicant's Mailing Address: 7343 S. Alton Way, Suite 100, Centennial, CO 80112

Applicant's Telephone: 303-229-8300 Email: don@keltmoredevelopment.com

Name of Land Owner: Same as applicant

Land Owner's Mailing Address: \_\_\_\_\_

Land Owner's Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**3. PERMIT DETAILS:**

Detailed project description/Scope of Work: See Exhibit 1 Attached

\_\_\_\_\_

\_\_\_\_\_

Parcel Area: \_\_\_\_\_ Acres; Zoning District(s): \_\_\_\_\_

Parcel/Schedule Number(s): \_\_\_\_\_

Parcel Address (optional): \_\_\_\_\_

Current/Proposed Land use (see §1.05 of the Land Use Code): \_\_\_\_\_

# GENERAL LAND USE APPLICATION

If project is in an HOA, HOA name: Maria Lake Subdivision Homeowners Association

If a Variance Request, please state the reason for the Variance(s): See Exhibit Attached

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

If YES, describe existing conditions: N/A

Value of proposed project: \_\_\_\_\_

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

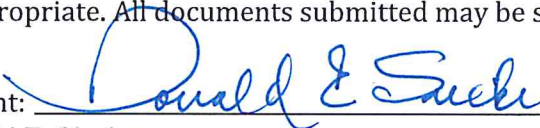
If YES, please list all permits or approvals required: N/A

Additional pertinent information: \_\_\_\_\_

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

### 4. CERTIFICATION BY THE APPLICANT:

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

Signature of Applicant:  Date: March 28, 2024

Printed name: Donald E. Siecke

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

Final Approval

Conditional Approval

Denial

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

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

Comments \_\_\_\_\_

MARIA LAKE SUBDIVISION  
PLAT CORRECTION

March 28, 2024

Exhibit 1

The approved Maria Lake Subdivision Plat recorded July 16, 2009, included Note 6 which contains an error, under General Notes which reads:

Note 6 – Parcel A is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities to be owned and maintained by the Maria Lake Subdivision Homeowners Association.

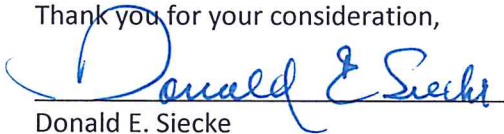
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Parcel A, owned by Maria Lake Grazing Association , LLC, is for the purpose of Private Open Space, Drainage, Private Trails, and Public Utilities. Except for the Maria Lake area of Parcel A, the remainder of Parcel A will be maintained by Maria Lake Subdivision Homeowners Association.

The undersigned is currently the owner, directly through 100% owned entities, of 100% of the Maria Lake Subdivision.

Thank you for your consideration,

  
Donald E. Siecke



## We appreciate your business!

We are thankful for the opportunity to work with you on your transaction. Below you will find a digital copy of your Title Commitment for the property with hyperlinks to supporting documentation. Please scroll down and click on the blue links below to view the referenced documentation. You will receive your title policy after the closing of the transaction. Should you have any questions about "What is Title Insurance?" please visit our website at [www.heritagetco.com](http://www.heritagetco.com) and click on the "Consumers" tab. Thank you.



[heritagetco.com](http://heritagetco.com)

Pursuant to your real estate contract, the title commitment attached is for your records and review only, you will receive your title policy after the closing of the property. Thank You.

## Your Preliminary Title Commitment

Our File No. HS0828138

Effective Date: January 30, 2024

### PROPERTY ADDRESS: PARCEL A

*This commitment was delivered to the following parties, disclosed to the Company to be involved in this transaction:*

Donald Siecke  
Cindy Cogan

*The delivery/email address of each party is intentionally not displayed, in order to protect the Personal Private Information (PPI) of all.*

IS THIS A SALE TRANSACTION? Are the seller's in this transaction US Citizens? If not click [HERE](#) for important information regarding FIRPTA

**ONLINE FRAUD IS ON THE RISE** - click [HERE](#) before wiring your funds



E&O Certificate - Click [HERE](#)

Agents and Lenders - Click [HERE](#) for the best resource to calculate net sheets, closing cost estimates and much more...

[Click here for your complete Title Commitment](#)

[Click here for your Tax Certificate](#)

Thank you for your new order! We truly appreciate the opportunity to work with you on your transaction. Below you will find a digital copy of your Title Commitment for the property with hyperlinks to supporting documentation. Please scroll down and click on the blue links below to view the referenced documentation. You will receive your title policy after the closing of the transaction. Should you have any questions about "What is Title Insurance?" please visit our website at [www.heritagetco.com](http://www.heritagetco.com) and click on the "Consumer Tab". Thank You.

### WIRING INSTRUCTIONS

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

NOTE: Wired funds are required on all cash purchase transactions

**\*\*Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.\*\***

### LEGAL DESCRIPTION

Parcel A in Maria Lake Subdivision, County of Huerfano, State of Colorado.

### SELLERS

Maria Lake Grazing Association, LLC, a Colorado limited liability company

### BUYERS

Contracted Purchaser or Designee

### LENDER

Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assign

### PROPOSED COVERAGES

#### ALTA Owner's Policy 2021

Proposed Insured: Contracted Purchaser or Designee

Proposed Policy Amount: \$10,000.00

#### ALTA Loan Policy 2021

Proposed Insured: Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assign

Proposed Policy Amount: \$10,000.00

### ESTIMATED TITLE CHARGES

Owner's Policy Premium	\$192.00
CO 110.1-06	\$95.00
Loan Policy 1 Premium	\$375.00
Closing Protection Letter	\$25.00
Tax Certificate	\$13.50
addl search fee	\$120.00

**REQUIREMENTS**

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay the premiums, fees, and charges for the Policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):                    \

The Company reserves the right to add additional items or make further requirements after review requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender

Click to View Tax Info

NOTE: Exception(s) number(ed) 1-4 will not appear on the Lender's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

Note: Exception number 5 will be removed from the Owner's and Lender's Policy provided the Company conducts the closing.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:**

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

NONE

**EXCEPTIONS**



1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of

8. Terms, conditions, provisions, agreements and obligations contained in the Water Well and Pipeline Easement recorded October 6, 1972 in Book 331 at Page 783
- ~~9. Terms, conditions, provisions, agreements and obligations contained in the Partnership Agreement for Maria Lake Grazing Association, a Colorado General Partnership, recorded March 28, 1988 in Book 3M at Page 346, Memorandum of First Amended Partnership Agreement recorded January 2, 1992 in Book 13M at Page 876, Memorandum recorded January 6, 2000 at Reception No. 342551, Revised and Restated Memorandum of the second Amended, recorded January 15, 2002 at Reception No. 352206, Revised and Restated recorded August 22, 2005 at Reception No. 369047, Revised and Restated recorded December 26, 2007 at Reception No. 378793.~~
10. Terms, conditions, provisions, agreements and obligations contained in the San Isabel Electric Association, Inc. Line Extension Contract and Agreement for Permanent Electric Service as set forth below:

Deleted

Recording Date: July 7, 2000  
 Recording No: 345051

11. Terms, conditions, provisions, agreements and obligations contained in the Ruling of the Referee as set forth below:

Recording Date: August 28, 2000  
 Recording No: 345695

12. Terms, conditions, provisions, agreements and obligations contained in the Judgment and Decree Confirming Conditional Water Right as set forth below:

Recording Date: August 28, 2000

Recording No: 345696

- 13. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording No: 384387

- 14. Covenants, conditions, restrictions and lien rights but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, and any and all amendments thereto, as set forth in the document.

Recording Date: July 28, 2009

Recording No: 384388

amendment recorded April 19, 2022 at Reception No. 426325

- 15. Terms, conditions, provisions, agreements and obligations contained in the Line Extension Contract between Marie Lake Grazing Association and San Isabel Electric Association, recorded October 14, 2009 at Reception No. 385163
- 16. Terms, conditions, provisions, agreements and obligations contained in the Resolution between Huerfano County and Maria Lake Grazing, recorded January 21, 2009 at Reception No. 382430

- ~~17. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Easement and Lease Agreement as set forth below:~~

*Deleted*

~~Recording Date: April 29, 2010~~

~~Recording No: 388148~~

- 18. Easement between Marie Lake Grazing Association and San Isabel Electric Association, recorded September 11, 2009 at Reception No. 384846 and recorded March 24, 2014 at Reception No. 400023
- 19. Mineral Rights as conveyed in Deed recorded January 21, 2016 at Reception No. 405142.

- ~~20. Terms, conditions, provisions, agreements and obligations contained in the Grant of Conservation Easement Agreement between Maria Lake Grazing Association, LLC, a Colorado Limited Liability Company and Maria Lake Ranch Wetlands, LLC, A Colorado Limited Liability Company, recorded January 21, 2016 at Reception No. 405144, rerecorded January 29, 2016 at Reception No. 405233, assignment recorded May 16, 2016 at Reception No. 406075 2nd correcting Assignment recorded January 26, 2017 at Reception No. 408102, assignment recorded April 9, 2018 at Reception No. 411992 and Amended recorded April 9, 2018 at Reception No. 411993.~~

*Deleted*

- ~~21. Terms, conditions, provisions, agreements and obligations contained in the Grant of Easement Agreement between South Ranch at Cuchara Junction, LLC and Maria Lake Grazing Association LLC, a Colorado limited Liability Company, recorded July 10, 2017 at Reception No. 409426~~

*Deleted*



~~22.~~ Terms, conditions, provisions, agreements and obligations contained in the Duran Ditch Easement between Maria Lake Grazing Association LLC and Darryl Harwig and Cheryl Harwig, recorded April 15, 2019 at Reception No. 415150.

**IMPORTANT CONTACTS**

Escrow Closer:	Cindy Cogan
Phone:	720-728-7210
FAX:	
E-Mail:	Cindy.Cogan@heritagetco.com
Address:	627 E Bridge St Brighton, CO 80601

**Thank you for trusting us with your transaction!  
Please contact your Escrow Closer, Closing Assistant  
or Title Representative with any questions,  
as replies to this message will not be read.**

**DISCLAIMER/DISCLOSURES/EXPLANATIONS OF COVERAGE**

The information provided in the Title Snapshot is for preview purposes only. Any conflict with the information displayed herein and the contents of the official Title Commitment issued in connection with this order will be controlled by said official Title Commitment. Questions regarding any discovered conflict should be directed to the Contact Persons shown herein.



# MARIA LAKE SUBDIVISION

A PORTION OF THE E 1/2 OF SECTION 20, A PORTION OF THE W 1/2 OF SECTION 21, A PORTION OF THE NE 1/4 OF SECTION 29 AND A PORTION OF THE NW 1/4 OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. HUERFANO COUNTY, COLORADO.

Survey 5-264

191  
3

KNOW ALL MEN BY THESE PRESENTS: That Maria Lake Grazing Assoc., LLP, Being the owner of the following described tract of land to wit:

### LEGAL DESCRIPTION

A parcel of land being a portion of the E 1/2 of Section 20 and a portion of the W 1/2 of Section 21 and a portion of the NE 1/4 of Section 29 and a portion of the NW 1/4 of Section 28, Township 27 South, Range 65 West of the Sixth Principal Meridian, Huerfano County, Colorado. Said parcel being more particularly described as follows:

BEGINNING at a point on the east line of the said W 1/2 of Section 21 from which the N 1/4 corner of said Section 21 bears N 00°03'03"E (bearing based on a line between the N 1/4 corner and the S 1/4 corner of Section 21, Township 27 South, Range 65 West of the Sixth Principal Meridian, monumented on both ends with a No. 5 rebar with a 1 1/2" aluminum cap P.L.S. 11624, assumed to bear S 00°03'03"W), a distance of 1683.32 feet; thence S 00°03'03"W along said east line, a distance of 3635.56 feet to the said S 1/4 corner of Section 21; thence S 00°00'04"E along the east line of the said NW 1/4 of said Section 28, a distance of 1845.18 feet to a point on the north line of Valdez Cemetery; thence S 89°36'46"W along said north line of Valdez Cemetery, a distance of 106.01 feet to the northwest corner of said Valdez Cemetery; thence S 01°39'42"W along the west line of said Valdez Cemetery, a distance of 188.36 feet to a point on the north right of way line of Colorado State Highway 10; thence along said north right of way line of Colorado State Highway 10 the following four (4) courses:

1. along the arc of a non-tangent curve to the right, whose center bears N 11°57'24"W and having a central angle of 04°18'41" and a radius of 2252.00 feet, a distance of 169.46 feet;
2. S 82°23'17"W, a distance of 2652.56 feet;
3. along the arc of a curve to the left, having a central angle of 07°34'14" and a radius of 5769.33 feet, a distance of 762.31 feet;
4. S 74°48'17"W, a distance of 117.13 feet;

thence N 48°53'52"W, a distance of 62.78 feet; thence along the apparent easterly right of way line of Huerfano County Road No. 120 the following two (2) courses:

1. N 00°06'01"W, a distance of 2552.30 feet;
2. N 00°33'19"E, a distance of 3654.27 feet;

thence N 90°00'00"E, a distance of 3783.40 feet to the POINT OF BEGINNING.

Said parcel contains 518.42 acres, more or less

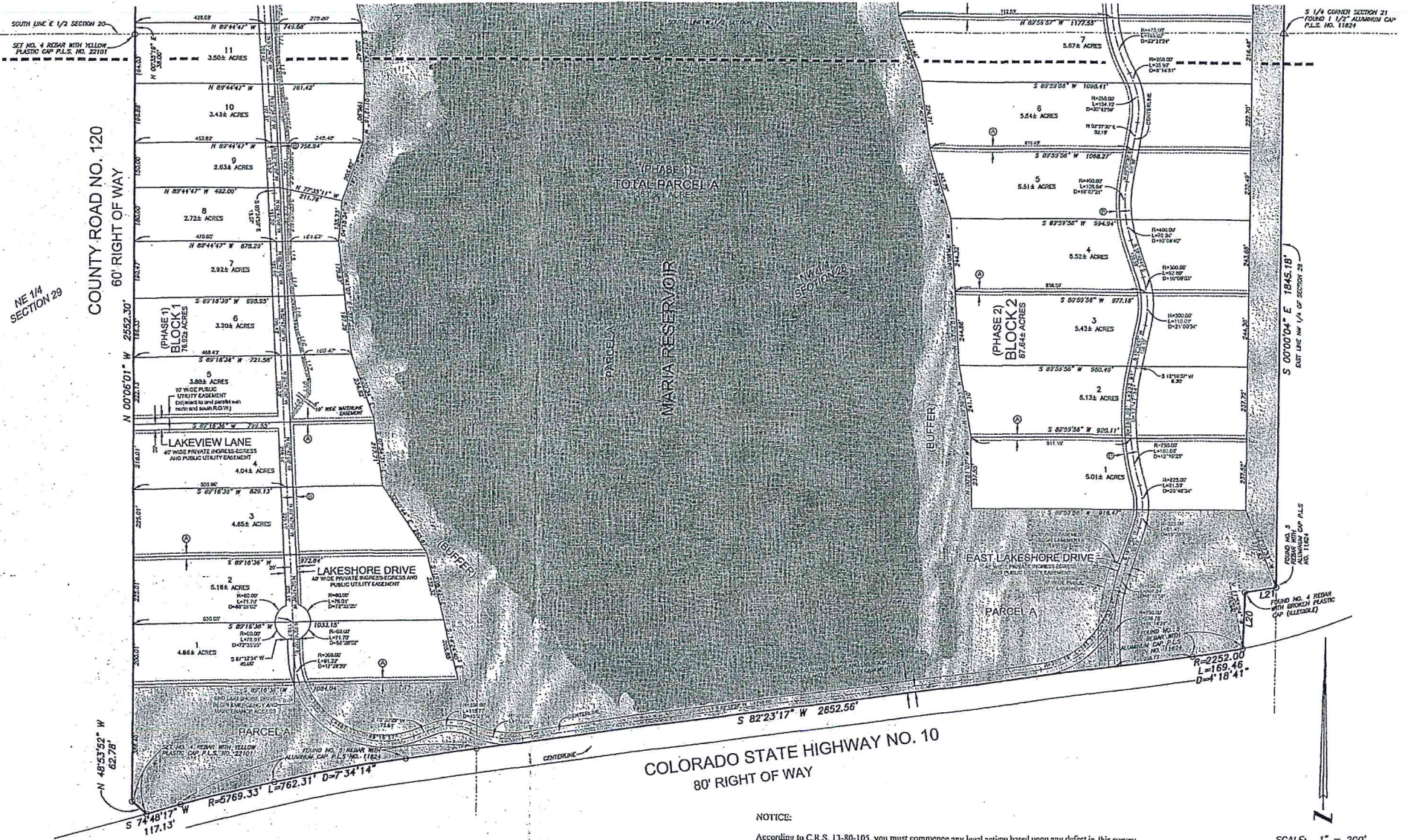
### GENERAL NOTES:

1. Date of Preparation is February 28, 2009.
2. The tract of Land Herein lies with a portion of the E 1/2 of Section 20, a portion of the W 1/2 of Section 21, a portion of the NE 1/4 of Section 29 and a portion of the NW 1/4 of Section 28, Township 27 South, Range 65 West of the Sixth Principal Meridian.
3. Conditions of the sale of specific lots are as follows:  
 a) Lots 1-3, Phase One as shown hereon may not be sold until such time as water and electric services are extended to those lots by the developer.  
 b) Lots 1-16, Phase Two as shown hereon may not be sold until such time as water and electric services are extended to those lots by the developer.
4. Sewage treatment is the responsibility of each individual property owner. All facilities shall comply with all applicable State and Regional regulations governing sewage disposal.
5. Unless shown other wise, the following easements are hereby platted for Public Utilities. The sole responsibility for maintenance of easements is hereby vested with the individual property owners.  
 A. A 20.00 FT Public Utility Easement being 10.00 FT on both sides of Lot Lines indicated by (A)  
 B. A 10.00 FT Public Utility Easement parallel to the 40.00 FT Private Ingress-Egress Easement indicated by (B)
6. Parcel A is for the purpose of Private open space, Drainage, Private Trails, and Public Utilities to be owned and maintained by the Maria Lake Subdivision Homeowners Association.
7. The Covenants, Conditions, Restrictions and Easements for the Maria Lake Subdivision Homeowners Association are recorded under Reception No. \_\_\_\_\_ in the records of the Huerfano County, Colorado.
8. Fire protection by Huerfano County Fire Protection District.
9. Lots 1-18 and Lot 20 shall not have direct vehicular access to County Road 120.
10. Lot 20, Phase I, per Conditional Use Permit No. 09-012 has been granted the conditional use for Animal Husbandry and H-T animals for so long as they are exercised without interruptions for a period not to exceed twenty-four (24) months.
11. Proposed entry monumentation adjacent to County Road 120 to be maintained by Maria Lake Subdivision Homeowners Association.
12. All Private Roads to provide Ingress and allow for drainage and Public Utilities and are to be maintained by Maria Lake Subdivision Homeowners Association.
13. All Storm culverts facilities to be owned and maintained by the Maria Lake Homeowners Association.
14. Flood plain Statement:  
 By graphic plotting only, this property and adjacent properties are in zone "a" (areas determined to be outside of 500 year flood plain) of the Flood Insurance Rate Map, Community Panel Number 080206, New Subfile (b), which bears a flood hazard boundary map date of November 22, 1977, no field surveying was performed to determine these zones and an Elevation Certificate may be needed to verify this determination or apply for a Variance from the Federal Emergency Management Agency.

### SITE DATA CHART:

Total Acreage being Platted:	518.42 Acres
Total Number of Proposed Lots (two Phases)	36 Total Lots
Lot 16 Block I, is Community Clubhouse	5.02 Acres
Net Size of the Average (Mean) Lot-Phase I	3.93 Acres
Maximum Lot Size, Block I Phase I	6.76 Acres
Minimum Lot Size, Block I Phase I	2.02 Acres
Net Size of the Average (Mean) Lot-Phase II	5.66 Acres
Maximum Lot Size, Block 2 Phase II	5.84 Acres
Minimum Lot Size, Block 2 Phase II	3.36 Acres

Types of Land Use Proposed:	Residential Lots, Community Lodge, Open Space and Private Roads.
Area of Land Proposed for Residential Lots	170.23 Acres
Area of Land Proposed for Private Open Space	348.19 Acres
Area of Land Proposed for Private Roads	16.78 Acres
(All Private roads are contained in easements and are included in total Lot Acreage)	



### DEDICATION:

The above owner has caused said Tract of Land to be surveyed and platted into Lots, Parcels, Private Roads, and Easements as shown on the accompanying plat, which plat is drawn to a fixed scale as indicated thereon and accurately sets forth the Boundaries and Dimensions of said Tract and the location of said Easements, and which Plat so platted shall be known as "Maria Lake Subdivision".

IN WITNESS WHEREOF:  
The aforementioned has executed this instrument this 16<sup>th</sup> day of July, 2009 A.D.

By Eric S. White  
For Maria Lake Grazing Association, LLP  
7373 S. Allan Way, Suite 100  
Centennial, Colorado, 80112

State of Colorado )  
County of Huerfano )  
The foregoing Instrument was signed and sealed by me this 16<sup>th</sup> day of July, 2009 A.D. by Eric S. White for Maria Lake Grazing Association, LLP.

Witness my hand and Official Seal.  
Notary Public  
My commission expires: 12/30/12

### DEDICATION OF RIGHTS-OF-WAY FOR UTILITY PURPOSES:

Unless otherwise specified, all Utility Easements, as well as all Public and Private Rights-of-Way, shown hereon, are dedicated to the perpetual use of all Utility Companies, for the purpose of installing, Constructing, Replacing, and Maintaining underground utilities and Drainage Facilities including (but not limited to) water, sewer, electric, gas, telephone and television lines; together with the right of Ingress and Egress for such installation, construction, replacement, repair and maintenance, as well as the right to trim interfering trees and brush, in no event shall the Utility Companies exercise the rights herein granted so as to interfere with the use of the Right-of-Way for roadway purposes except to the extent reasonably necessary to enjoy the grant hereby made.

### SURVEYOR'S STATEMENT:

I RANDY G. REEVES, a Professional Land Surveyor registered in the State of Colorado, hereby certify to Maria Lake Grazing Association, LLP, a Colorado Limited Liability Partnership, that a survey of the above described premises was conducted under my responsible charge in December 2009 and that this plat of Maria Lake Subdivision, complies with the requirements of Plats and maps as set forth in Section 38-33-209 et seq. C.R.S. 1992 and with the minimum standards for Land Survey and Plats as set forth in Section 38-51-106 et. seq. C.R.S. 1994.

By Randy G. Reeves  
PROFESSIONAL LAND SURVEYOR NO. 22101  
DATE: 7-9-09

- NOTES:
- 1) A search for recorded rights of way and easements was done by Dotter Abstract Company, Order No. 27202 with an Effective Date of February 2, 2009 at 8:00 AM.
  - 2) Bearings based on a line between the N 1/4 corner and the S 1/4 corner of Section 21, Township 27 South, Range 65 West of the Sixth Principal Meridian, monumented on both ends with a No. 5 rebar with a 1 1/2" aluminum cap P.L.S. 11624, assumed to bear S 00°03'03"W

### NOTICE:

According to C.R.S. 13-80-105, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certificate shown hereon.

### BOARD OF COUNTY COMMISSIONERS APPROVAL AND DEDICATION:

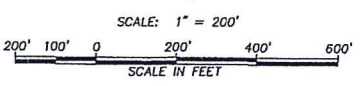
This Plat of Maria Lake Subdivision has been reviewed and approved by the Huerfano County Board of Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2009. The Preliminary Plat for this subdivision was approved on \_\_\_\_\_, 2009. There is no Dedication of Roads to Huerfano County and the County shall NOT undertake maintenance of such roads.

CHAIRPERSON HUERFANO COUNTY PLANNING COMMISSION  
CHAIRPERSON HUERFANO COUNTY BOARD OF COUNTY COMMISSIONERS

### CLERK AND RECORDER:

State of Colorado )  
County of Huerfano )  
I hereby Certify that this Instrument was Filed for Record in My office at \_\_\_\_\_ o'clock \_\_\_\_\_ M, This \_\_\_\_\_ day of \_\_\_\_\_, 2009 A.D. and duly Recorded under Reception Number \_\_\_\_\_

Recorder: \_\_\_\_\_ By: Deputy



LINE	LENGTH	BEARING
L1	68.84	S84°28'10"W
L2	36.48	N82°52'24"E
L3	44.16	N82°52'24"E
L4	47.36	E113°52'24"W
L5	36.48	S82°52'24"E
L6	74.24	S82°52'24"E
L7	36.48	S113°52'24"W
L8	44.16	S113°52'24"W
L9	110.32	S00°11'24"E
L10	68.84	S00°11'24"E
L11	110.32	S00°11'24"E
L12	55.00	S00°11'24"E
L13	156.36	S00°11'24"E
L14	87.36	S00°11'24"E
L15	110.32	S00°11'24"E
L16	68.84	S113°52'24"W
L17	44.16	S113°52'24"W
L18	47.36	S113°52'24"W
L19	104.27	S113°52'24"W
L20	156.36	S113°52'24"W
L21	106.61	S00°11'24"E
L22	106.61	S00°11'24"E

**Mangini Reeves, Inc.**  
Professional Engineers and Professional Land Surveyors  
4718 North Elizabeth St., Pueblo, CO  
(719) 544-0855 Fax (719) 544-0876

OWNER/TITLE: MARIA LAKE GRAZING ASSOCIATION, LLP  
JOB DESCRIPTION: MARIA LAKE SUBDIVISION  
DETAILED BY: RAS DATE: 3-3-09  
JOB NUMBER: 2008-142 SCALE: 1" = 200'  
FILE NAME: 08142SUB-PRELIM SHEET NO.  
REF JOB NO.: 1 OF 3

5264

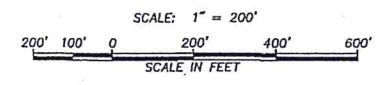
REBUN GUNWARD



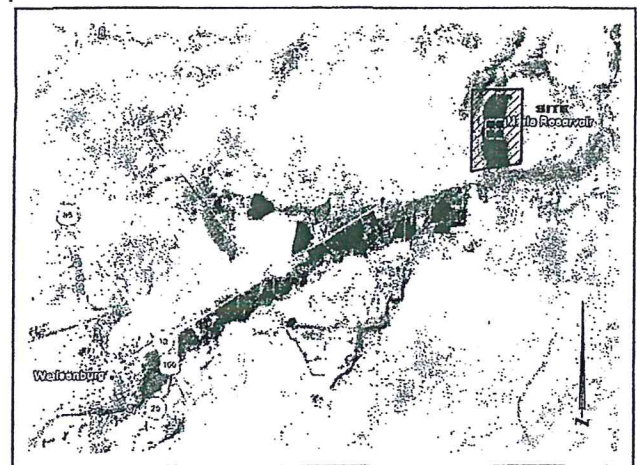
# MARIA LAKE SUBDIVISION

A PORTION OF THE E 1/2 OF SECTION 20, A PORTION OF THE W 1/2 OF SECTION 21, A PORTION OF THE NE 1/4 OF SECTION 29 AND A PORTION OF THE NW 1/4 OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. HUERFANO COUNTY, COLORADO.

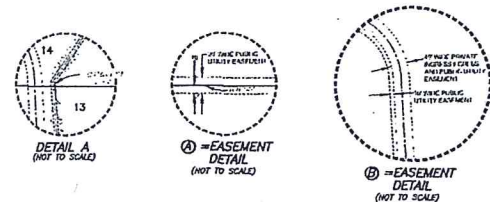
*Summers-764 P. 2*



LINE	LENGTH	BEARING
L1	62.54	S82°01'07\"
L2	38.49	N72°43'24\"W
L3	44.78	N72°07'42\"W
L4	47.55	S11°06'54\"W
L5	26.86	S42°28'43\"W
L6	74.09	S52°46'55\"W
L7	158.35	S71°17'18\"W
L8	36.68	S11°26'12\"W
L9	44.53	S17°02'42\"E
L10	66.81	S04°48'42\"E
L11	110.92	S00°11'17\"E
L12	92.51	S02°18'58\"E
L13	55.00	S00°04'12\"E
L14	82.25	S07°12'30\"E
L15	112.92	S07°12'30\"E
L16	96.53	S14°50'17\"E
L17	83.03	S16°29'32\"E
L18	42.25	S00°11'21\"W
L19	152.57	S12°01'17\"W
L20	106.36	S01°15'42\"W
L21	108.01	S02°04'42\"W
L22	108.81	S02°22'22\"W



VICINITY MAP  
(NOT TO SCALE)



*7-3-09*

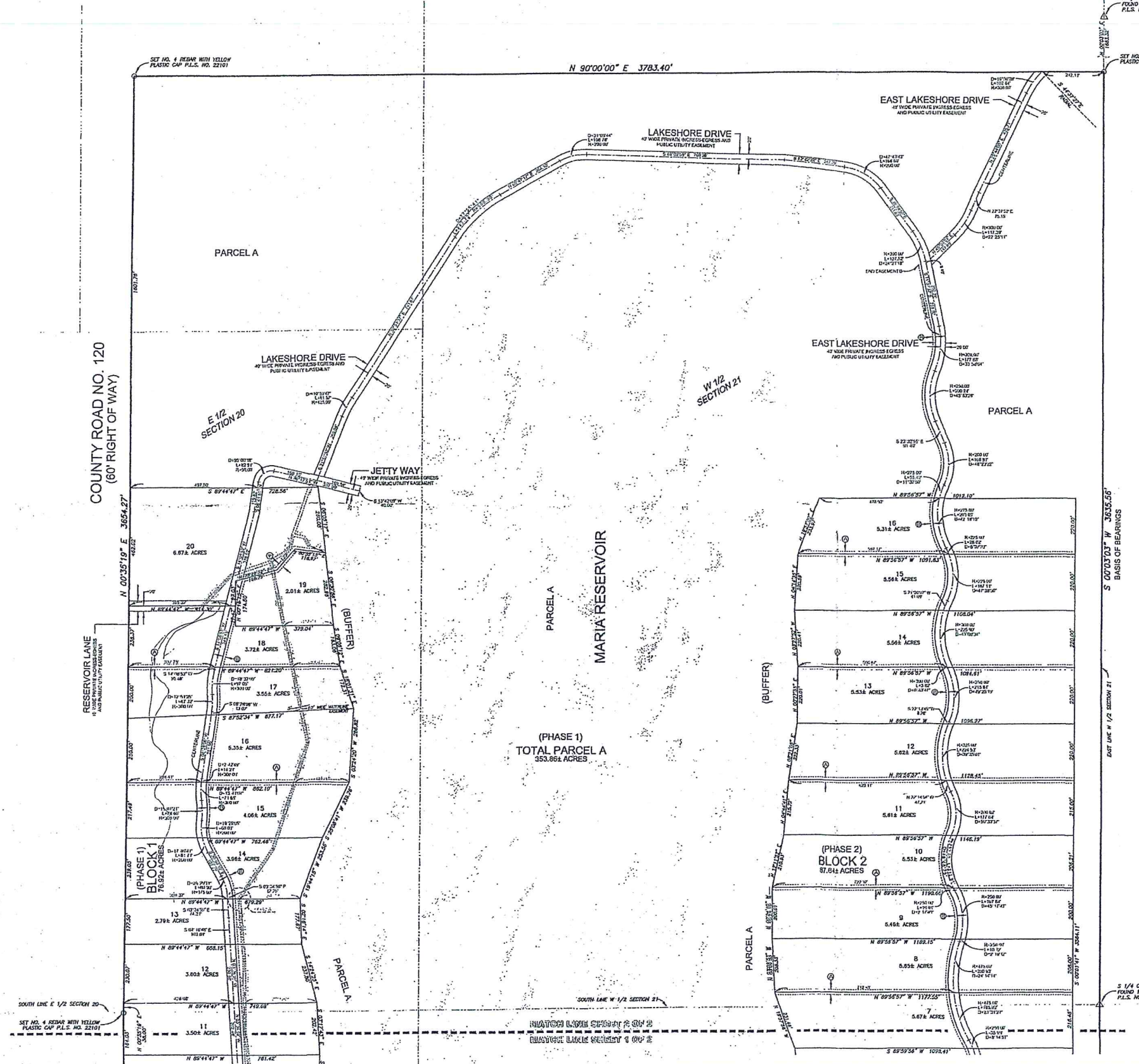
**Mangini Reeves, Inc.**  
Professional Engineers and Professional Land Surveyors  
4718 North Elizabeth St. - Pueblo, CO  
(719) 544-0855 Fax (719) 544-0876

OWNER/TITLE: MARIA LAKE GRADING ASSOCIATION, LLP  
JOB DESCRIPTION: (LAND ACQUISITION AND IMPROVEMENT, LLC) MARIA LAKE SUBDIVISION

DATE: 3-3-09  
SCALE: 1" = 200'

FILE NAME: 08142SUB-PRELIM SHEET NO. 2 OF 3

#	DATE	REVISIONS (COMMENTS)	CHECKED BY



DRAWING NUMBER  
**5-764**

DRAWING NUMBER  
**5-764**

DRAWING NUMBER



DRAWING NUMBER  
**5-764**

DRAWING NUMBER

DRAWING NUMBER  
**5-764**

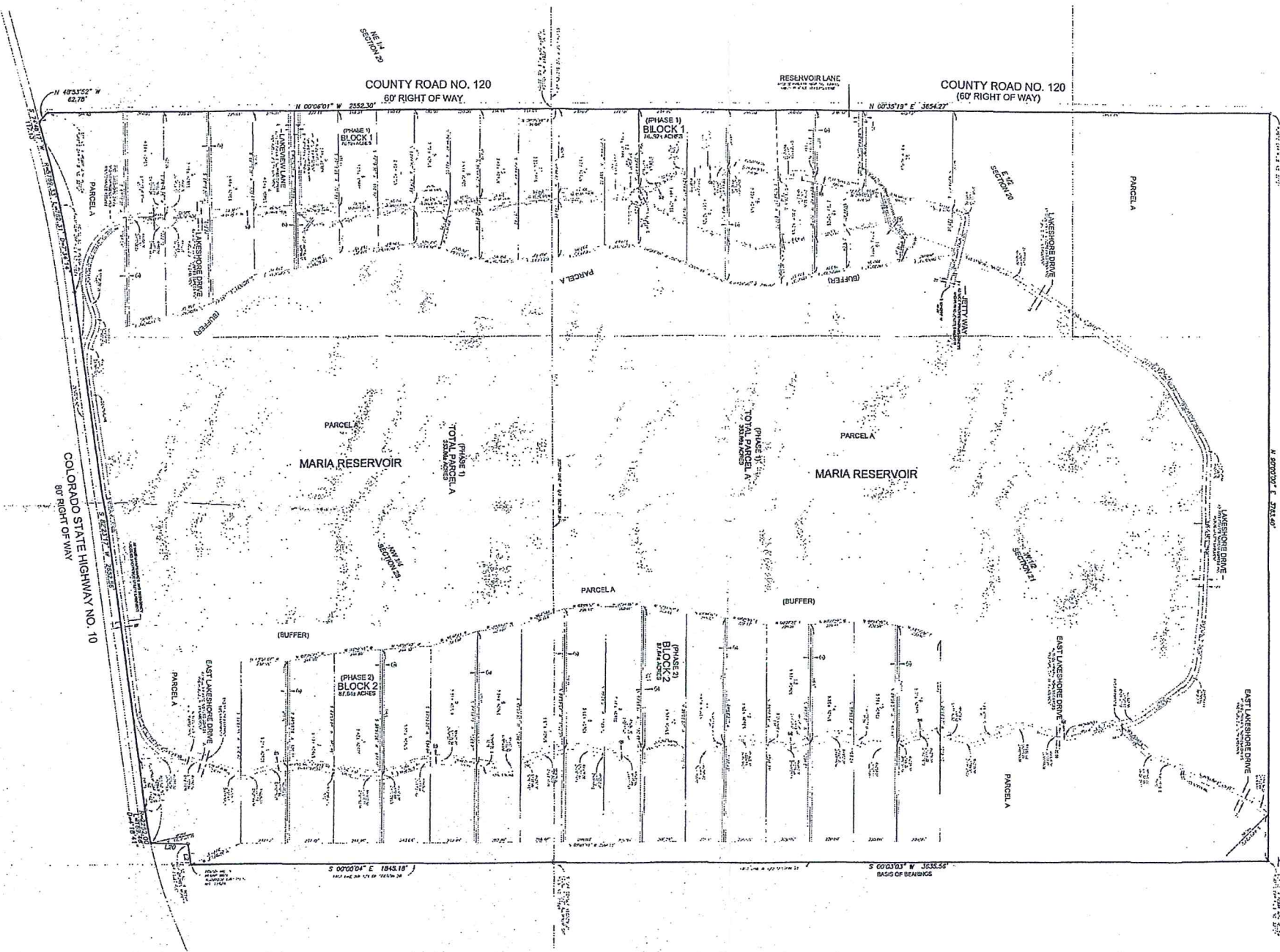
# MARIA LAKE SUBDIVISION

Pg 3

A PORTION OF THE E 1/2 OF SECTION 20, A PORTION OF THE W 1/2 OF SECTION 21, A PORTION OF THE NE 1/4 OF SECTION 29 AND A PORTION OF THE NW 1/4 OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HUERFANO COUNTY, COLORADO.

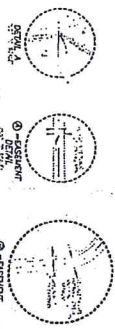
COMPOSITE SHEET

*Shirley S-764*



SCALE: 1" = 300'

LINE	LINE STYLE	THICKNESS	DESCRIPTION
1	SOLID	3/16"	SECTION CORNER
2	DASHED	3/16"	PROPERTY LINE
3	DOTTED	3/16"	RIGHT-OF-WAY LINE
4	DASHED	3/16"	ADJACENT PROPERTY LINE
5	SOLID	3/16"	SECTION CORNER
6	DASHED	3/16"	PROPERTY LINE
7	DOTTED	3/16"	RIGHT-OF-WAY LINE
8	DASHED	3/16"	ADJACENT PROPERTY LINE
9	SOLID	3/16"	SECTION CORNER
10	DASHED	3/16"	PROPERTY LINE
11	DOTTED	3/16"	RIGHT-OF-WAY LINE
12	DASHED	3/16"	ADJACENT PROPERTY LINE
13	SOLID	3/16"	SECTION CORNER
14	DASHED	3/16"	PROPERTY LINE
15	DOTTED	3/16"	RIGHT-OF-WAY LINE
16	DASHED	3/16"	ADJACENT PROPERTY LINE
17	SOLID	3/16"	SECTION CORNER
18	DASHED	3/16"	PROPERTY LINE
19	DOTTED	3/16"	RIGHT-OF-WAY LINE
20	DASHED	3/16"	ADJACENT PROPERTY LINE
21	SOLID	3/16"	SECTION CORNER
22	DASHED	3/16"	PROPERTY LINE
23	DOTTED	3/16"	RIGHT-OF-WAY LINE
24	DASHED	3/16"	ADJACENT PROPERTY LINE
25	SOLID	3/16"	SECTION CORNER
26	DASHED	3/16"	PROPERTY LINE
27	DOTTED	3/16"	RIGHT-OF-WAY LINE
28	DASHED	3/16"	ADJACENT PROPERTY LINE
29	SOLID	3/16"	SECTION CORNER
30	DASHED	3/16"	PROPERTY LINE
31	DOTTED	3/16"	RIGHT-OF-WAY LINE
32	DASHED	3/16"	ADJACENT PROPERTY LINE
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98	DASHED	3/16"	PROPERTY LINE
99	DOTTED	3/16"	RIGHT-OF-WAY LINE
100	DASHED	3/16"	ADJACENT PROPERTY LINE



**Margaret Reeves, Inc.**  
Professional Engineers and Professional Land Surveyors

1501 14th Street, Suite 100  
Boulder, Colorado 80502  
Phone: 303-440-1111  
Fax: 303-440-1112

Project: MARIA LAKE SUBDIVISION  
Drawing: 5-764  
Date: 7-9-03

3 OF 3





Parcels: MARIA LAKE GRAZING ASSOCIATION

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Parcel: 19758  
Name: MARIA LAKE GRAZING ASSOCIATION  
Address:  
Address:  
Address: 7343 S ALTON WAY #100  
Address: CENTENNIAL  
State: CO  
Zipcode: 801120000  
Physical Address  
Map number 28-4983-161-

[Zoom to](#) ...





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**RE: Plat Correction- Referral Agency Comment**

1 message

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hcwcdistrict@gmail.com <hcwcdistrict@gmail.com>

To: Kyla Witt <kwitt@huerfano.us>

Thu, Apr 25, 2024 at 3:40 PM

Huerfano County Water Conservancy District has no comments on this application.

Carol Dunn

*Carol S Dunn*

Administrator

Huerfano County Water Conservancy District

[hcwcdistrict@gmail.com](mailto:hcwcdistrict@gmail.com)

(719) 742-5581 (home office)

PO Box 442

La Veta, CO 81055



TCS23251

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Cristina Alasu

of the State of Arizona

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Five Thousand Dollars and Zero Cents

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly d, on this 2nd day of June, 20 22 at New York, New York.



Attest: Dina Daskalakis

Dina Daskalakis No. 01MU6067553 Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 2nd day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 22nd day of February, 20 24



seal)



By: Dina Daskalakis Corporate Secretary

# HUDSON INSURANCE COMPANY LICENSE BOND

Bond Number TCS23251

## KNOW ALL MEN BY THESE PRESENTS:

**THAT WE** Focus Buds, LLC,  
as Principal, and Hudson Insurance Company, a Delaware  
Corporation, with principal office at 8777 N Gainey Center Dr Ste 240, Scottsdale, AZ 85258-2154,  
as Surety, are held and firmly bound unto Huerfano County Treasurer  
in the sum of Five Thousand (\$ 5,000 ) for which payment well  
and truly be made, we bond ourselves, our personal representatives, successors and assigns,  
jointly and severally, firmly by these presents.

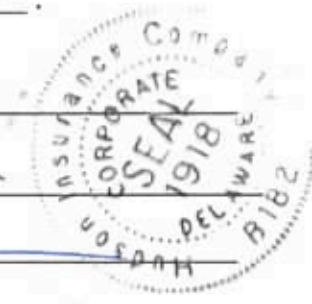
**WHEREAS**, the condition of this obligation is such that the Principal has obtained a  
license from the Huerfano County Treasurer to carry on business as a  
effective on the 15th day of February, 2024.

**NOW THEREFORE**, if Principal shall, during the effective dates of this bond,  
faithfully perform all Ordinances, Rules and Regulations, and any amendments thereto, of the  
license granted to Principal by the Focus Buds, LLC, then  
this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED** that surety may cancel this bond and be relieved of all further liability  
hereunder upon giving 30 days notice to the obligee named herein; however cancellation  
shall not affect any rights or liabilities which have accrued under this bond prior to the date of  
such cancellation. No suit or action shall be brought hereunder by any party other than the  
obligee, and no suit or action shall be commenced under this bond more than (1) year from the  
expiration or cancellation thereof. Regardless of the number of years this bond remains in  
force, or the number of renewal periods, the aggregate liability of the surety under this bond  
shall not exceed the penal sum.

Signed, sealed and dated the 22nd day of February, 2024.

Focus Buds, LLC  
**Principal**  
  
**By**  
  
Hudson Insurance Company



Cristina Alasu



Item 6c.

Original Note and Deed of Trust Returned to:  
When recorded return to: DOTTER ABSTRACT CO., 506 MAIN, WALSENBURG, CO 81089  
Prepared/Received by: CH/

REQUEST FOR FULL  / PARTIAL   
RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITH  
PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a) and (3), COLORADO REVISSED STATUTES

May 12, 2023 Date  
BLUE SKY FARMS, LLP Original Grantor (Borrower)  
TBD, WALSENBURG, CO 81089 Current Address of Original Grantor (assuming Party, or Current Owner)  
 Check here if current address is unknown  
ANDREW CHAPMAN Original Beneficiary (Lender)  
July 13, 2017 Date of Deed of Trust  
July 21, 2017 Date of Recording and/or Re-Recording of Deed of Trust  
HUERFANO 409537 Recording Information

County Rcpt. No. and/or File No. and/or Book/Page No. and/or Torrens Reg. No.  
TO THE PUBLIC TRUSTEE OF Huerfano COUNTY

(The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described in the Deed of Trust as to a full release or, in the event of a partial release, only that portion of the real property described as:

(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)

Pursuant to § 38-39-102 (3), Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as the holder of the evidence of debt secured by the Deed of Trust described above, or as a Title Insurance Company authorized to request the release of a Deed of Trust pursuant to § 38-39-102(3)(c), Colorado Revised Statutes, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

- The purpose of the Deed of Trust has been fully or partially satisfied.
- The original evidence of debt is not being exhibited or produced with this request for release of Deed of Trust.
- It is one of the following entities (check applicable box):
  - The holder of the original evidence of debt that is a qualified holder, as specified in § 38-39-102(3)(a), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this request for release;
  - The holder of the evidence of debt requesting the release of Deed of Trust without producing or exhibiting the original evidence of debt that delivers to the Public Trustee a corporate surety bond as specified in § 38-39-102(3)(b), Colorado Revised Statutes;
  - A title insurance company licensed in Colorado, as specified in in § 38-39-102(3)(c), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee taken in accordance with this request for release and that has caused the indebtedness secured by the deed of trust to be satisfied in full, or in the case of a partial release, to the extent required by the holder of the indebtedness; or
  - A holder, as specified in § 38-39-102(3)(d)(i), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee in accordance with this Request for Release and that has caused the indebtedness secured by the Deed of Trust to be satisfied in full, or in the case of a partial release, to the extent required by the holder of the indebtedness. E-FILE ONLY

ANDREW CHAPMAN, 4815 WEST 69TH DR., WESTMINSTER, CO 80030

Name and address of the holder of the evidence of debt secured by Deed of Trust (lender) or name and address of the Title Insurance Company authorized to request the release or a Deed of Trust

Name, title, and address of officer, agent, or attorney of the holder of the evidence of debt secured by Deed of Trust (lender)

X Andrew Chapman  
ANDREW CHAPMAN

[Signature]  
Signature

State of Indiana County of Hamilton

The foregoing Request for Release was acknowledged before me on 05/22/2023 (Date)

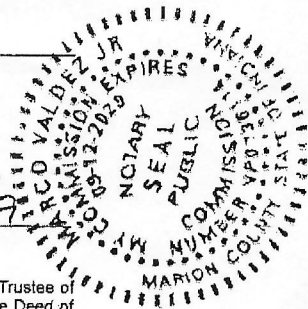
by Andrew Chapman

\* if applicable, insert title of officer and name of current holder.

Witness my hand and official seal

[Signature]  
Notary Public

(Notary Seal)  
09/12/2029  
Date Commission Expires



RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to in the Deed of Trust; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release of the Deed of Trust;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances belonging to the real property.

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)



Debra J Reynolds  
Debra J Reynolds May 26, 2023  
Deputy Public Trustee

(If applicable; Notary Seal)

(If applicable, name and address of person creating new legal description as required by § 38-35-106.5, Colorado Revised Statutes.)

34362



RECORDED ELECTRONIC Item 6c.  
 ID 430164 County Huerfano  
 Date 5/30/2023 Time 10:09 A.M.  
 simplifile www.simplifile.com 800.460.5657

Original Note and Deed of Trust Returned to:  
 When recorded return to: DOTTER ABSTRACT CO., 506 MAIN, WALSENBURG, CO 81089  
 Prepared/Received by: CH/

REQUEST FOR FULL  / PARTIAL   
 RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT  
 PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a) and (3), COLORADO REVISED STATUTES

May 12, 2023 Date  
 BLUE SKY FARMS, LLP Original Grantor (Borrower)  
 TBD, WALSENBURG, CO 81089 Current Address of Original Grantor, Assuming  
 Check here if current address is unknown Party, or Current Owner  
 ANDREW CHAPMAN Original Beneficiary (Lender)  
 July 13, 2017 Date of Deed of Trust  
 July 21, 2017 Date of Recording and/or Re-Recording of Deed of Trust  
 HUERFANO 409537 Recording Information

County Rcpt. No. and/or File No. and/or Book/Page No. and/or Torrens Reg. No.  
 TO THE PUBLIC TRUSTEE OF Huerfano COUNTY

(The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described in the Deed of Trust as to a full release or, in the event of a partial release, only that portion of the real property described as:

(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)

Pursuant to § 38-39-102 (3), Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as the holder of the evidence of debt secured by the Deed of Trust described above, or as a Title Insurance Company authorized to request the release of a Deed of Trust pursuant to § 38-39-102(3)(c), Colorado Revised Statutes, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

- The purpose of the Deed of Trust has been fully or partially satisfied.
- The original evidence of debt is not being exhibited or produced with this request for release of Deed of Trust.
- It is one of the following entities (check applicable box):
  - The holder of the original evidence of debt that is a qualified holder, as specified in § 38-39-102(3)(a), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this request for release;
  - The holder of the evidence of debt requesting the release of Deed of Trust without producing or exhibiting the original evidence of debt that delivers to the Public Trustee a corporate surety bond as specified in § 38-39-102(3)(b), Colorado Revised Statutes;
  - A title insurance company licensed in Colorado, as specified in § 38-39-102(3)(c), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee taken in accordance with this request for release and that has caused the indebtedness secured by the deed of trust to be satisfied in full, or in the case of a partial release, to the extent required by the holder of the indebtedness; or
  - A holder, as specified in § 38-39-102(3)(d)(i), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee in accordance with this Request for Release and that has caused the indebtedness secured by the Deed of Trust to be satisfied in full, or in the case of a partial release, to the extent required by the holder of the indebtedness. **E-FILE ONLY**

ANDREW CHAPMAN, 4815 WEST 69TH DR., WESTMINSTER, CO 80030

Name and address of the holder of the evidence of debt secured by Deed of Trust (lender) or name and address of the Title Insurance Company authorized to request the release of a Deed of Trust

Name, title, and address of officer, agent, or attorney of the holder of the evidence of debt secured by Deed of Trust (lender)

X Andrew Chapman  
 ANDREW CHAPMAN

[Signature]  
 Signature

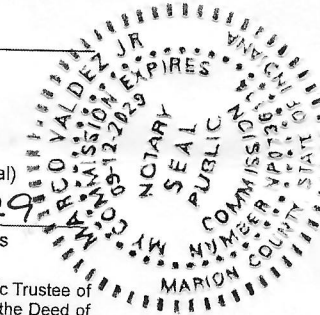
State of Indiana County of Hamilton  
 The foregoing Request for Release was acknowledged before me on 05/22/2023 (Date)

by\* Andrew Chapman

\* if applicable, insert title of officer and name of current holder.

Witness my hand and official seal [Signature]  
 Notary Public

(Notary Seal)  
09/12/2029  
 Date Commission Expires



RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to in the Deed of Trust; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release of the Deed of Trust;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances belonging to the real property.

(Public Trustee use only; use appropriate label) (Public Trustee's seal) Public Trustee

(If applicable: Notary Seal) Deputy Public Trustee

(If applicable, name and address of person creating new legal description as required by § 38-35-106.5, Colorado Revised Statutes.)

34362



## DEED OF TRUST

**THIS INDENTURE**, made this 13<sup>th</sup> day of July, 2017, between Blue Sky Farms, LLP, whose address is: 12361 E. Cornell Ave., Aurora, CO 80014, party of the first part, and the Public Trustee of the County of Huerfano in the State of Colorado, party of the second part, **WITNESSETH:**

**THAT WHEREAS**, the said Blue Sky Farms, LLP has executed a Promissory Note bearing even date herewith for the principal sum of Two hundred seventy thousand dollars, (\$270,000.00) payable to the order of Andrew Chapman, whose address is 4815 West 69<sup>th</sup> Dr., Westminster, CO 80030, after the date thereof with interest thereon from the date thereof at the rate of 6% per cent per annum, payable as follows: 60 consecutive monthly installments in the amount of \$5,219.86 commencing August 13, 2017 and continuing on the 13<sup>th</sup> day of each and every month until the balance of principal and interest is paid in full. If any payment is 10 days or more late, then a late charge of \$521.98 shall be due and payable. NO PRE-PAYMENT PENALTY.

**AND WHEREAS**, the said party of the first part is desirous of securing the payment of the principal and interest of said Promissory Note in whose hands soever the said Note may be.

**NOW THEREFORE**, the said party of the first part, in consideration of the premises, and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said party of the second part, in trust forever, the following described property, situate in the County of Huerfano, and State of Colorado, to-wit:

See Exhibit A attached

**TO HAVE AND TO HOLD** the same, together with all the singular, the privileges and appurtenances, thereunto belonging: In Trust Nevertheless, that in case of default in the payment of said Note, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said Note or in the payment of any prior encumbrance, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants, or agreements herein contained, the beneficiary hereunder, or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then upon filing notice of such election and demand for sale with the said party of the second part, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for said party of the second part to sell and dispose of the same (en masse or in separate parcels, as said Public Trustee may think best), and all the right, title and interest of said party of the first part, his heirs or assigns therein, at public auction at the east front door of the Courthouse in Walsenburg, County of Huerfano, and State of Colorado or on said premises of any part thereof, as may be specified in the notice of such sale, for the highest and best price the same will bring in cash, four weeks'

public notice having previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at the time published in said County of Huerfano, a copy of which notice shall be mailed as provided by statute to said party of the first part at the address given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument, where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefore, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefore, unless the same shall be redeemed as is provided by law and said Public Trustee shall, upon demand by the person or persons holding the said certificate or certificates of purchase, when said demand is made, or upon demand by the person or persons holding the said certificate or certificates of purchase, when said demand is made, or upon demand by the person entitled to a deed and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Public Trustee as grantor, and shall convey and quit claim to such person or persons entitled to such deed, as grantee, the said property purchased as aforesaid, and all the right, title, interests, benefit and equity of redemption of the party of the first part, his heirs and assigns therein and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale herein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds; and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said note the principal and interest due on said note according to the tenor and effect thereof, and all monies advanced by such beneficiary or legal holder of said note for insurance, taxes, and assessments, with interest thereon at 12 percent per annum, rendering the overplus, if any, unto the said party of the first part, his legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the said party of the first part, his heirs or assigns and all other persons claiming the said property, or any part thereof, by, from, through or under said party of the first part, or any of them. The holder or holders of said note or notes may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. If a release deed be required, it is agreed that the party of the first part, his heirs or assigns, will pay the expense thereof.

And the said party of the first part, for himself and for his heirs, executors, and administrators, covenants and agrees to and with the said party of the second part, that at the time of the ensembling of and delivery of these presents he is well seized of the said lands and tenements in fee simple and has good right, full power



and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado or the act of Congress of the United States of America now existing or which may hereafter be passed in relation thereto; and that the same are free and clear of all liens and encumbrances whatever, and he will defend the quiet and peaceable possession of the said party of the second part, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

**AND THAT DURING THE CONTINUANCE** of said indebtedness or any part thereof, the said party of the first part will in due season pay all taxes and assessments levied on said property; all amounts due on account of principal and interest on prior encumbrances, if any; and will keep all buildings that may at any time be on said lands, insured against loss by fire with extended coverage endorsement in such company or companies as the holder of said note may, from time to time direct, for such sums as such company or companies will insure for, not to exceed the amount of said indebtedness, except at the option of said party of the first part, with loss, if any, payable to the beneficiary hereunder, as his interest may appear, and will deliver the policy or policies of insurance to the beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the failure of said party of the first part to thus insure and deliver the policies of insurance, or to pay such taxes or assessments or amounts due or to become due on any prior encumbrance, if any, then the holder of said note, or any of them, may procure such insurance, or pay such taxes or assessments or amounts due upon prior encumbrances, if any, and all monies thus paid, with interest thereon, at 12 per cent per annum, shall become so much additional indebtedness, secured by this deed of trust, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by the said party of the first part, and such failure shall be a violation or breach of the covenant and agreement.

If all or any part of the property or an interest therein is sold or transferred by first party without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

**AND THAT IN CASE OF ANY DEFAULT**, whereby the right of foreclosure occurs hereunder, the said party of the second part or the holder of said note or

certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be; and such possession shall at once be delivered to the said party of the second part or the holder of said note or certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the said party of the second part or the holder of said note or certificate of purchase by any appropriate civil suit or proceeding, and the said party of the second part, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the party of the first part or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice, notice being hereby expressly waived and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to law and the orders and directions of the court.

**AND**, that in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the party of the first part, his executors, administrators or assigns, then and in the case the whole of said principal sum hereby secured, and the interest thereon to the time of sale, may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if the said indebtedness had matured, and that if foreclosure be made by the Public Trustee, a reasonable attorney's fee for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the costs of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the Court as a part of the costs of such foreclosure proceedings.

In this Deed of Trust and any instrument of indebtedness, the singular shall include the plural; the masculine shall include the feminine and neuter genders.

Should any provisions of this Deed of Trust be found to violate the statutes or Court decisions of the State of Colorado, or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes and decisions.

**IN WITNESS WHEREOF**, the said party of the first part has hereunto set his



Item 6c.

hand the day and year first above written.

Blue Sky Farms, LLP

BY: [Signature]  
Aaron Hough  
General Partner

STATE OF COLORADO )  
COUNTY OF Windsor ) ss.

The foregoing Deed of Trust was acknowledged before me this 21 day of July, 2017, by Blue Sky Farms, LLP by Aaron Hough as General Partner.

SANDRA J DOTTER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19924018547  
MY COMMISSION EXPIRES FEBRUARY 30, 2020  
My Commission Expires

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]  
Notary Public

## EXHIBIT A

## LEGAL DESCRIPTION

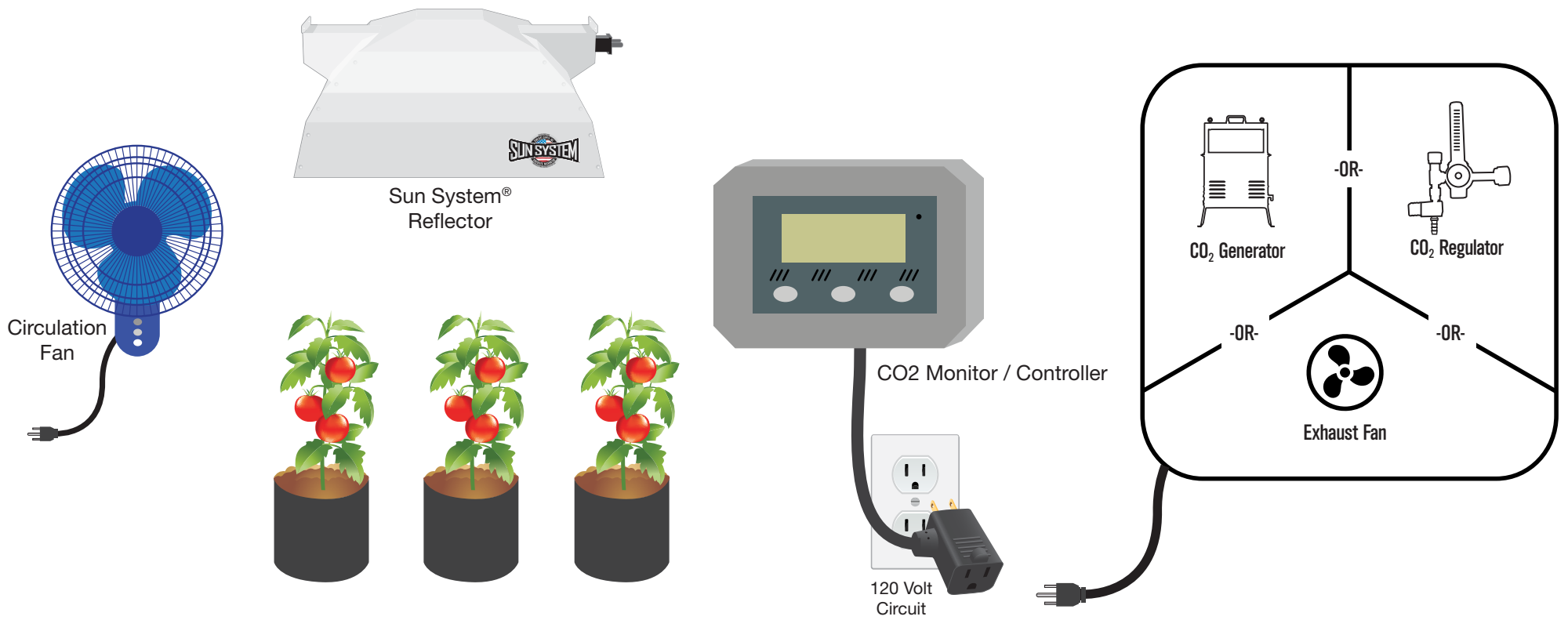
A PART OF THE WEST ONE-HALF OF SECTION 23 AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 22, BOTH IN TOWNSHIP 28 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF HUERFANO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23 SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH  $89^{\circ}39'42''$  EAST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 23 A DISTANCE OF 399.88 FEET TO THE NORTHWEST CORNER OF THE PLAT SPANISH PEAKS VILLAGE TRACT NUMBER 2; THENCE SOUTH  $00^{\circ}00'34''$  EAST ALONG THE WEST LINE OF SAID PLAT A DISTANCE OF 1296.21 FEET TO THE SOUTHWEST CORNER OF LOT 92 BEING COMMON TO THE SOUTHWEST CORNER OF LOT 93 OF SAID PLAT SPANISH PEAKS VILLAGE TRACT NUMBER 2; THENCE SOUTH  $89^{\circ}58'42''$  EAST ALONG THE SOUTH LINE OF SAID PLAT A DISTANCE OF 970.28 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TAYLOR BOULEVARD AS PLATTED IN SPANISH PEAKS VILLAGE TRACT NUMBER 2; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES:

1. SOUTH  $3^{\circ}58'19''$  WEST A DISTANCE OF 191.68 FEET TO A POINT OF NON-TANGENT CURVE SAID POINT BEARS NORTH  $86^{\circ}16'39''$  WEST TO THE CENTER OF SAID CURVE.
2. ALONG THE CURVE TO THE RIGHT HAVING A DELTA OF  $38^{\circ}08'18''$  A RADIUS OF 245.28 FEET A DISTANCE OF 165.93 FEET TO A POINT OF TANGENT.
3. SOUTH  $41^{\circ}51'39''$  WEST A DISTANCE OF 63.15 FEET TO A POINT OF CURVE.
4. ALONG THE ARC OF CURVE LEFT HAVING A DELTA OF  $00^{\circ}50'45''$  A RADIUS OF 1324.47 FEET A DISTANCE OF 22.51 FEET TO THE NORTHEAST CORNER OF TRACT F AS SHOWN PER THIS SURVEY;

THENCE NORTH  $70^{\circ}24'36''$  WEST ALONG THE NORTH LINE OF SAID TRACT F A DISTANCE OF 790.30 FEET TO THE NORTHWEST CORNER; THENCE SOUTH  $19^{\circ}35'24''$  WEST ALONG THE WEST LINE OF SAID TRACT F A DISTANCE OF 609.90 FEET TO THE SOUTHWEST CORNER; THENCE SOUTH  $26^{\circ}10'16''$  WEST A DISTANCE OF 732.35 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE EAST ONE-HALF OF THE NORTH-EAST ONE-QUARTER OF SAID SECTION 22 NORTH  $65^{\circ}19'50''$  WEST A DISTANCE OF 1310.78 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22 NORTH  $00^{\circ}22'13''$  EAST A DISTANCE OF 2687.67 FEET TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22 SOUTH  $85^{\circ}37'58''$  EAST A DISTANCE OF 1319.15 FEET TO THE TRUE POINT OF BEGINNING, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

# CO2 Monitor / Controller Installation Example







**TITAN<sup>®</sup>**  
**CONTROLS**

# CO<sub>2</sub> GREENHOUSE REGULATOR™

Thank you for purchasing the Titan Controls CO<sub>2</sub> Regulator. You have taken a great step toward a better garden. As you know, CO<sub>2</sub> is a critical component to successful indoor gardening. Plants in an optimum CO<sub>2</sub> enriched garden will grow faster & healthier and produce bountiful yields of fruits and flowers.

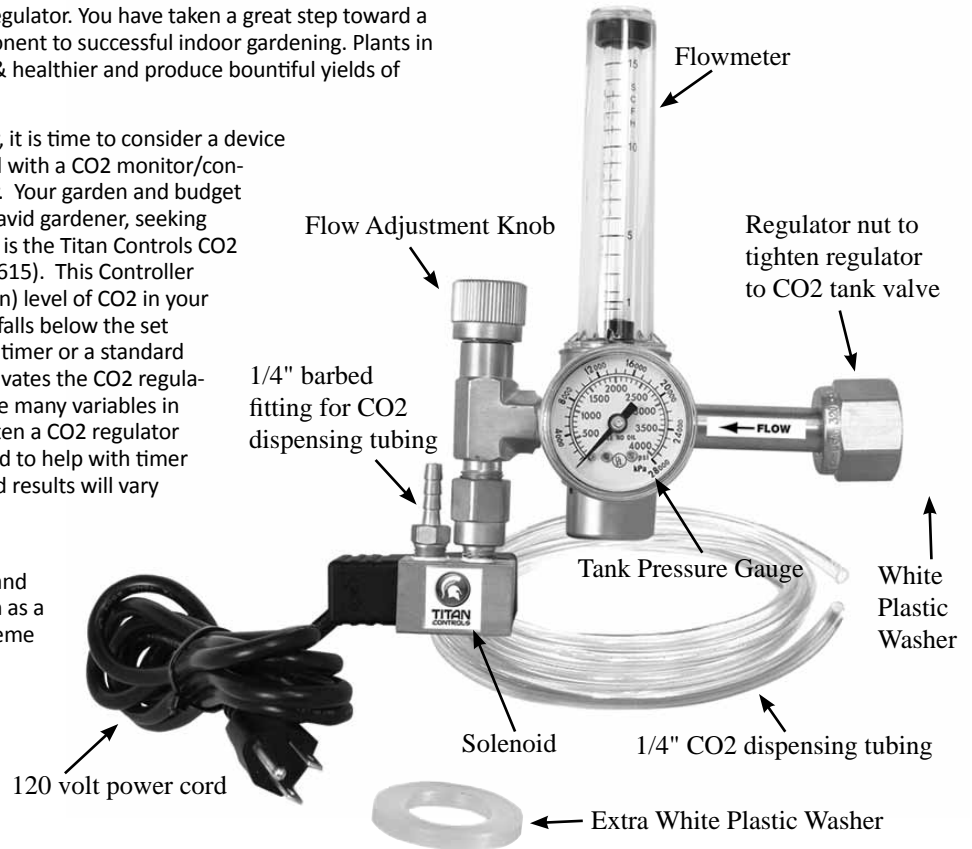
Now that you have the CO<sub>2</sub> tank and CO<sub>2</sub> regulator, it is time to consider a device to control your regulator. This can be accomplished with a CO<sub>2</sub> monitor/controller, a repeat cycle timer or a standard wall timer. Your garden and budget will determine which method you choose. For the avid gardener, seeking precise control of your CO<sub>2</sub> levels, your best option is the Titan Controls CO<sub>2</sub> Monitor/Controller (ask your retailer for part # 702615). This Controller will allow you to set a desired PPM (Parts Per Million) level of CO<sub>2</sub> in your room and will activate the regulator when your PPM falls below the set point. Some gardeners prefer to use a repeat cycle timer or a standard wall timer to control a CO<sub>2</sub> regulator. The timer activates the CO<sub>2</sub> regulator at desired time intervals. Keep in mind there are many variables in a given garden area; it is difficult to suggest how often a CO<sub>2</sub> regulator should be turned on and off. See the chart included to help with timer settings. Please note the chart is simply a guide and results will vary from garden to garden.

#### WARNING:

- 1) All CO<sub>2</sub> tanks should be placed on a flat surface and securely mounted to a permanent structure such as a wall, or metal frame. These tanks are under extreme pressure. Should one fall or be knocked over, personal injury may result.
- 2) Follow all local laws for transporting, storing and handling CO<sub>2</sub>.
- 3) PPM levels should be kept below 2500 PPM. Levels above 5000 PPM can be harmful.
- 4) Always completely turn off the tank valve before attaching or detaching the regulator.

#### INSTRUCTIONS:

- 1) There may be particulates or debris in the tank valve. Before the regulator is connected to the tank, this material needs to be cleared. This is done by opening the tank valve very quickly for 3 seconds and closing immediately. This should be performed each time a new tank is installed.
- 2) When attaching the regulator to the tank, do not hold on to the plastic flow meter. Putting this pressure on the flow meter will break the seal at the base and permanently damage the unit. This will not be covered under the warranty.
- 3) Insert one of the provided white plastic washers inside the large brass nut. This will help prevent leaks. We recommend replacing the white plastic washer with each tank change. This will ensure a tight fit, without leaks, each time. Replacement washers can be purchased at your local indoor gardening store (#702712).
- 4) Securely attach the regulator to the CO<sub>2</sub> tank. Use a crescent wrench to make this connection. Do not use pliers or channel-locks to tighten the nut. Do not over-tighten the nut.
- 5) Do not use pipe thread tape or lubricants when making the connection to the tank.
- 6) Attach the provided clear tubing to the 1/4" nipple on the CO<sub>2</sub> regulator. Run the tubing from the regulator to the back of an oscillating fan. Zip tie the tubing to the back of your fan. The fan will aid in the CO<sub>2</sub> dispersion around your room.



- 7) Plug the 120 volt power cord into a CO<sub>2</sub> monitor/control system like a Titan Controls CO<sub>2</sub> Controller (#702700). A repeat cycle timer or standard wall timer may also be used.
- 8) Before opening the valve on the CO<sub>2</sub> tank, slightly open (1/2 turn counter-clockwise) the flow adjustment knob on the regulator to relieve the pressure from the gas being released. Failure to do this can permanently damage the unit and void the warranty.
- 9) Open the valve on your CO<sub>2</sub> tank 2 or 3 rotations. Check for CO<sub>2</sub> leaks at all connections by using soapy water.
- 10) To set the flow rate, turn the brass Flow Adjustment Knob. The ball will move up and down inside the Flowmeter. Adjust the knob to your desired flow rate.

**WARNING:** Opening the Flow Adjustment Knob completely, where the ball moves past the top of the flow scale, can allow the CO<sub>2</sub> to flow too fast. This can cause freezing of the regulator and will void the warranty.

- 11) Please note: CO<sub>2</sub> should be used during daylight hours when the lights are on. Remember: Light + CO<sub>2</sub> = Photosynthesis

**WARRANTY:** This unit is covered against material defects for three years. Abuse or misuse will void the warranty.

**TITAN CONTROLS CO2 REGULATOR TIMING CHART**

The typical level of CO2 in the air we breathe is 300 PPM. This timing chart will assist with adding an additional 1200 PPM of CO2, bringing your garden area's CO2 level to 1500 PPM, which is considered ideal for most indoor gardens.

Along the top row of the chart represents cubic feet (CU.FT) of your garden area (length x width x height = CU.FT). The left column represents the *Flowmeter* setting (CU.FT/HR) which is controlled by the Flow Adjustment Knob. Simply determine your CU.FT/HR and set your *Flowmeter*. The chart will tell you how long to set your timer to bring your CO2 level to 1500 PPM. **EXAMPLE:** If you have 800 CU/FT and set your *Flowmeter* to read 6. It will take 10 minutes to bring the CO2 up to a level of 1500 PPM. Ideal CO2 enrichment times range from 8-15 minutes. The quicker you can replenish the CO2 in your space the better. **CAUTION:** Excessive flow rates of CO2 from a tank through a regulator can cause the regulator to freeze and can permanently damage the regulator. Your garden area will determine adjustments made to this timing chart (plant maturity, drafts, leaks, etc. should be considered). Some gardens will require less time than indicated and some gardens will require more. For those not using a Titan Controls CO2 Monitor/Controller, we recommend purchasing a CO2 test kit to assist with establishing optimum enrichment times when using a repeat cycle timer or standard timer with your regulator.

**FOR AREAS LARGER THAN 2000 CU.FT, USE THE FORMULA TO FIGURE YOUR SETTING**

1. Take the total PPM and divide by 1,000,000  
*Example:*  $1200 \text{ PPM} / 1,000,000 = 0.0012$
2. Divide the result by the *Flowmeter* Setting  
*Example:*  $.0012 / 12 \text{ CU.FT/HR} = 0.0001$
3. Multiply the result by the CU.FT of the space you are using  
*Example:*  $0.0001 \times 2500 \text{ CU.FT} = 0.25$
4. Multiply the result by 60 to get minutes  
*Example:*  $0.25 \times 60 = 15 \text{ minutes}$

With a flow rate of 12 CU.FT/HR and a room size of 2500 CU.FT the timer should be set to 15 minutes to bring your CO2 level up to 1500 PPM.

# 1200 PPM TIMING CHART

## GARDEN SIZE CUBIC FEET (L x W x H)

**FLOW METER SETTINGS  
CUBIC FEET PER HOUR**

CU/FT	100	200	300	400	500	600	700	800	900	1000	1200	1400	1600	1800	2000
1	7	14	22	30	36	43	50	58	65	72	87	101	115	130	144
2	4	7	11	14	18	22	25	29	32	36	43	50	58	65	72
3	2	5	7	10	12	14	17	19	22	24	29	34	38	43	48
4	2	4	5	7	9	11	13	14	16	18	22	25	29	32	36
5	1	3	4	6	7	9	10	12	13	14	17	20	23	26	29
6	1	2	4	5	6	7	8	10	11	12	14	17	19	22	24
7	1	2	3	4	5	6	7	8	9	10	12	14	17	19	21
8	1	2	3	4	5	5	6	7	8	9	11	13	14	16	18
9	1	2	2	3	4	5	6	6	7	8	10	11	13	14	16
10	NA	1	2	3	4	4	5	6	7	7	9	10	12	13	14
11	NA	1	2	3	3	4	5	5	6	7	8	9	11	12	13
12	NA	NA	2	3	3	4	4	5	5	6	7	8	10	11	12
13	NA	NA	2	2	3	3	4	4	5	6	7	8	9	10	11
14	NA	NA	2	2	3	3	4	4	5	6	6	7	8	9	10
15	NA	NA	1	2	2	3	3	4	4	6	6	7	8	9	10



**TITAN<sup>®</sup>  
CONTROLS**



Sunlight Supply, Inc.

National Garden Wholesale.

VANCOUVER, WASHINGTON U.S.A.

## Drainage plan

### Site Information

Location: 303 County Road 504, Walsenburg, CO 80189

Property Size: 107.89 acres

Land Use: Agriculture

### Objectives

- Minimize stormwater runoff from impervious surfaces.
- Promote on-site infiltration to recharge groundwater.
- Reduce the risk of erosion and flooding.
- Comply with local stormwater management regulations.

### Design Components

- Permeable Pavers: permeable pavers in parking areas and driveways to allow for infiltration of rainfall into the ground. Permeable pavers will allow water to pass through the surface and infiltrate the underlying soil.
- 3 Underground water tanks
- Floor drains, 2 Cisterns & Septic tanks - Capture runoff from rain and floor drains.

### Maintenance Plan

- Regularly inspect and clean permeable pavers, grassed swales, rain gardens, and vegetated filter strips to ensure proper functioning.
- Remove accumulated sediment and debris from infiltration basins to maintain storage capacity.
- Prune vegetation in rain gardens and filter strips to promote healthy growth and infiltration.
- Monitor water quality in infiltration basins and rain gardens to ensure that pollutants are effectively captured and treated.

By incorporating these design components and implementing a comprehensive maintenance plan, the drainage system will effectively manage stormwater runoff from impervious surfaces while promoting on-site infiltration and groundwater recharge.



**Odor control**

Odor control is also an essential component of our cannabis cultivation. We aim to meet county regulations while avoiding causing obnoxious odors and being considerate to our neighbors. We will implement proper odor control measures, including filtration systems specifically engineered to reduce odors from growing and harvesting marijuana. We will also use a portable system to help control odors during harvest.

**Utilities**

1. Water. This facility will utilize hauled water to fill five 3000-gallon ground tanks and one underground tank—over 20,000 gallons of storage capacity.
  - a. That plumbing shall be of adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the plant and that shall properly convey sewage and liquid disposable waste from the Licensed Premises. There shall be no cross-connect
2. Electric. San Isabel Electric services the facility.

Focus Buds LLC  
Wastewater Plan

Focus Buds LLC has demonstrated that it has sufficient water available through a contract in place to haul and supply water with Ojo Springs Drilling & Well Service, Inc. for approximately 7,000 gallons of water per week. (see supplied DWR approval letter and water hauling commitment letter).

Since we must pay a premium to purchase and haul water to our site, water conservation is top of mind and will be crucial for our business to succeed. Through thoughtful farming practices, including minimizing stormwater runoff from impervious surfaces, promoting on-site infiltration to recharge groundwater, and taking measures to reduce the risk of erosion and flooding, we will mitigate concerns related to wastewater from our cultivation operations.

The floor drains built into our greenhouse, along with tanks will be utilized to capture runoff from operations.

Proper and regular maintenance is also critical to ensuring our wastewater plan is successful. We will do this through regularly inspecting and cleaning.

By incorporating these design components and implementing a comprehensive maintenance plan, the drainage system will effectively manage runoff from impervious surfaces while promoting on-site infiltration and groundwater recharge.

We plan on hand watering our plants which will significantly limit the amount of water utilized and released from operations.



March 28, 2024

Huerfano County Planning and Zoning  
401 Main Street  
Walsenburg, CO 81089

Re: **REVISION** - Marijuana Grow Operations Proof of Legal Water Source - **Blue Sky Farms dba Focus Buds LLC**

Dear sir/madam,

In response to Amendment 64, Article 18, Section 16 of the Colorado Constitution regarding the regulation of marijuana we are providing a courtesy comment on behalf of Pharouk Hussein representing Focus Buds LLC, to indicate that we have reviewed the source of water that Focus Buds LLC has proposed as it relates to water rights. The comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water but is intended to relate to you any concerns we may have as well as our recommendation to either approve or deny an application based on its proposed water source.

The applicant is seeking confirmation of a legal water source for use in a marijuana cultivation facility located at 303 County Road 504, Walsenburg, CO 81089, also being designated as Huerfano County PID 395593, an approximately 117± acre parcel, owned by Blue Sky Farms LLP. This operation must have a source of water for commercial use.

History:

According to our records, there is one well registered under State Engineer’s Permit No. 294839, registered to Blue Sky Farms LLP. Uses of groundwater from this well are limited to ordinary household purposes inside up to 3 single family dwellings, fire protections, and the watering of poultry, domestic animals, and livestock on a farm or ranch, and the irrigation of not over one (1) acre of home gardens and lawns. This permit does not allow for commercial uses in any capacity. There are no municipal or independent water district(s) servicing the proposed location.

Compliance:

In order to rely on hauled water as primary sources of water for this facility, a cistern must be installed and operated in accordance will all local rules and guidelines. The DWR identification assigned to this operation is **WDID 1670001**. Applicant intends to cover 100% of the water supply via hauled water from Ojo Springs Drilling and Well Service, Inc., as confirmed by applicant’s submitted letter from Ojo Springs dated March 15<sup>th</sup>, 2024 which references Case #15CW3048 as a legal source of water eligible to support this cultivation operation.

The facility owner shall keep receipt records reflecting all bulk water purchases in quantity and time for all uses and is required to install and certify-test an in-line meter from the cistern to the facility in accordance with the Amended Use and Measurement Rules for the Arkansas River. These diversions are to be reported monthly to the Division of Water Resources in a format acceptable to the Division Engineer. These diversions and a copy of periodic receipts from Ojo Springs Drilling and Well Service, Inc. need to be emailed by the 10th of each month to [dnr\\_div2ground.water@state.co.us](mailto:dnr_div2ground.water@state.co.us) and include the WDID assigned above, business name,



meter serial number and corresponding meter reading in addition to any other information deemed necessary by the Division Engineer.

Upon full compliance with the requirements stated in this letter it is my opinion that the applicant would be operating legally for the proposed uses of both the irrigation of crops as well as the drinking and sanitation requirements of the facility.

**Therefore, I do not recommend disapproval of this application based solely on its ability to operate using a legal source of water.**

However, it is the responsibility of the company providing the water to account for their water in such a way as to demonstrate that they have water available for this use that is not in conflict with the Bureau of Reclamations rules for Federal projects and facilities. For further information regarding limitations on the use of water from reclamation facilities for marijuana related operations, please contact the Bureau of Reclamation. The Bureau of Reclamation homepage is <http://www.usbr.gov/>

Please feel free to contact the Division 2 Office by email at [dnr\\_div2ground.water@state.co.us](mailto:dnr_div2ground.water@state.co.us) should you have any questions.

Sincerely,

**Ivan G. Valles** Digitally signed by Ivan G. Valles  
Date: 2024.03.28 09:06:35  
-06'00'

Ivan Valles  
Data Analyst - GIS Specialist, Division 2

EC: Monica Long, GIS Specialist / Data & Compliance Team Lead  
Kody DiRezza, Groundwater Commissioner, District 16  
Groundwater Enforcement Lead, Division 2  
Division 2 Groundwater Information Team



## LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into on March 1st, 2024, by and between:

Landlord: Francisco Bautista  
37607 e Truman Rd  
Oak Grove, MO, 64075

Tenant: Focus Buds  
303 County Road 504  
Walsenburg, CO 80189

Property: The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the following described real property situated in Walsenburg, Colorado, and commonly known as 303 County Road 504, Walsenburg, CO 80189

[Description of Property - 103 acres in Walsenburg, Colorado]

Term: The term of this lease shall be for two years, commencing on March 1st, 2024 and ending on February 28th, 2026, unless earlier terminated as provided herein.

Rent: The Tenant shall pay the Landlord a monthly rent of \$0.00 (Zero Dollars) for the leased premises.

Triple Net Lease: This Lease Agreement shall be a Triple Net Lease. The Tenant shall be responsible for all expenses related to the leased premises, including but not limited to real estate taxes, insurance, and maintenance costs.

Use of Premises: The Tenant shall use the leased premises solely to cultivate and produce cannabis. The Tenant shall comply with all applicable laws, regulations, and zoning ordinances related to the use of the premises.

Maintenance and Repairs: The Tenant shall be responsible for maintaining the leased premises in good condition and repair, including any improvements made by the Tenant during the term of this lease.

Indemnification: The Tenant shall indemnify and hold harmless the Landlord from and against any claims, damages, liabilities, and expenses arising out of or related to the Tenant's use of the leased premises.

Default: If the Tenant fails to comply with any provision of this Lease Agreement, the Landlord shall have the right to terminate this lease and pursue any available remedies at law or in equity.

Governing Law: This Lease Agreement shall be governed by and construed by the laws of the State of Colorado.

Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties to the subject matter and supersedes all prior written or oral agreements relating to the leased premises.

IN WITNESS of which, the parties hereto have executed this Lease Agreement as of the date first above written.

*Francisco Bautista*

[Signature of Landlord]

Francisco Bautista

02/28/2024

*Pharouk Hussein*

[Signature of Tenant]

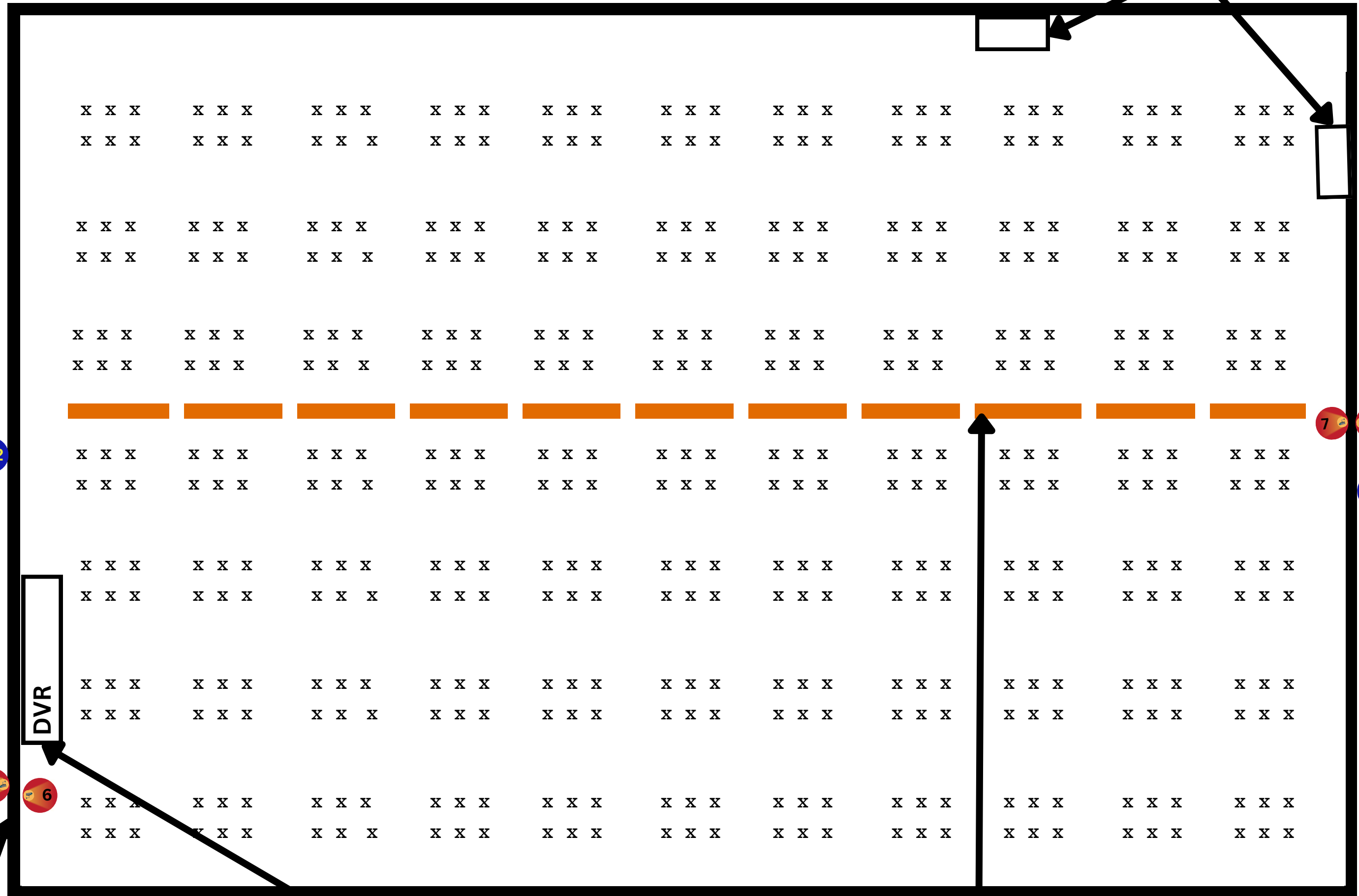
Focus Buds llc

02/28/2024

**Greenhouse 1**  
61.2

WATER STORAGE (250 gallons x 2)

Item 6c.



Ingress/Egress

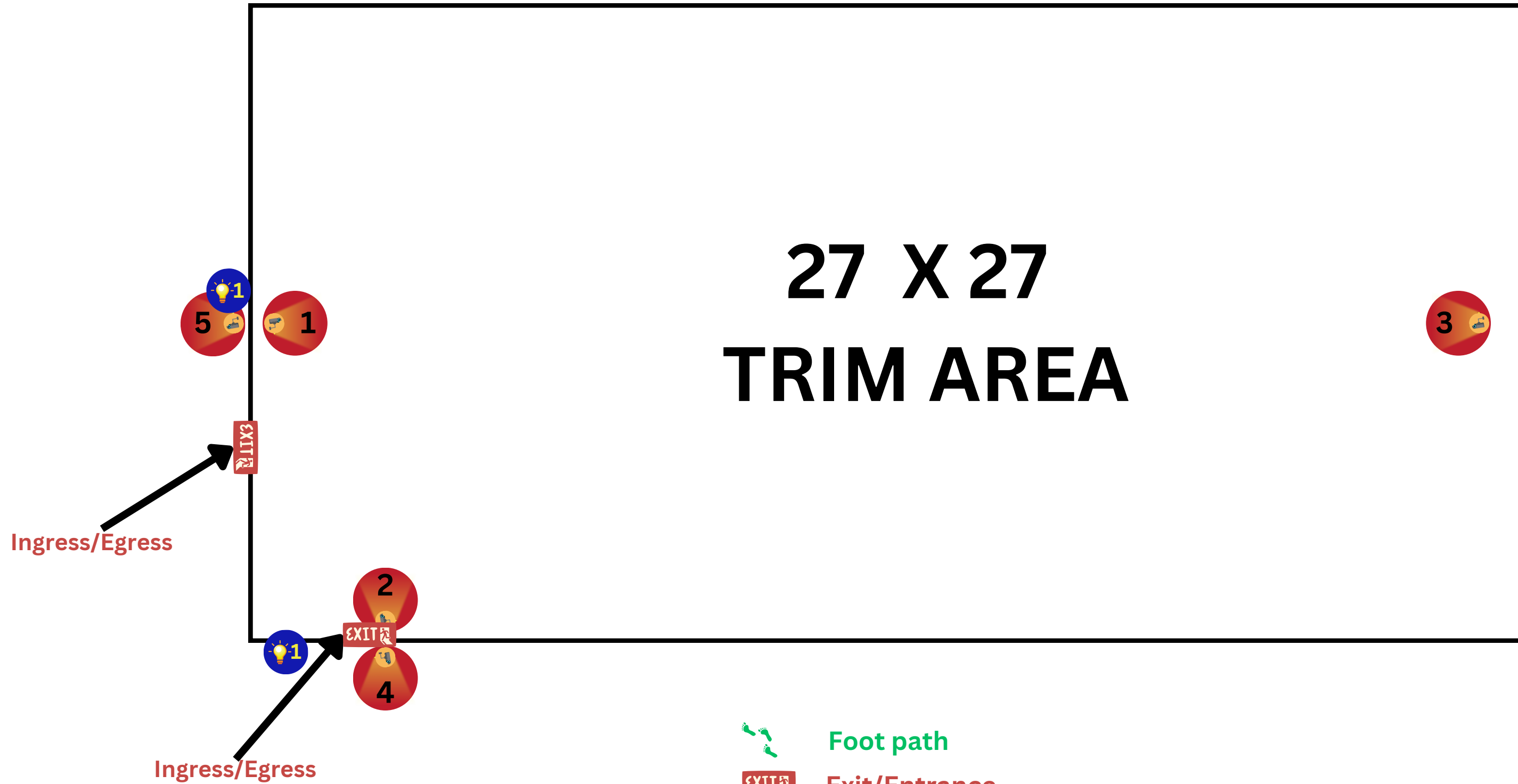
FUSE BOX, CAMERA CONTROL BOX, LIGHT CONTROLS AND WATER FILTER BOX

FLOOR DRAINS

-  Foot path
-  Exit/Entrance
-  Lighting
-  CAMERA

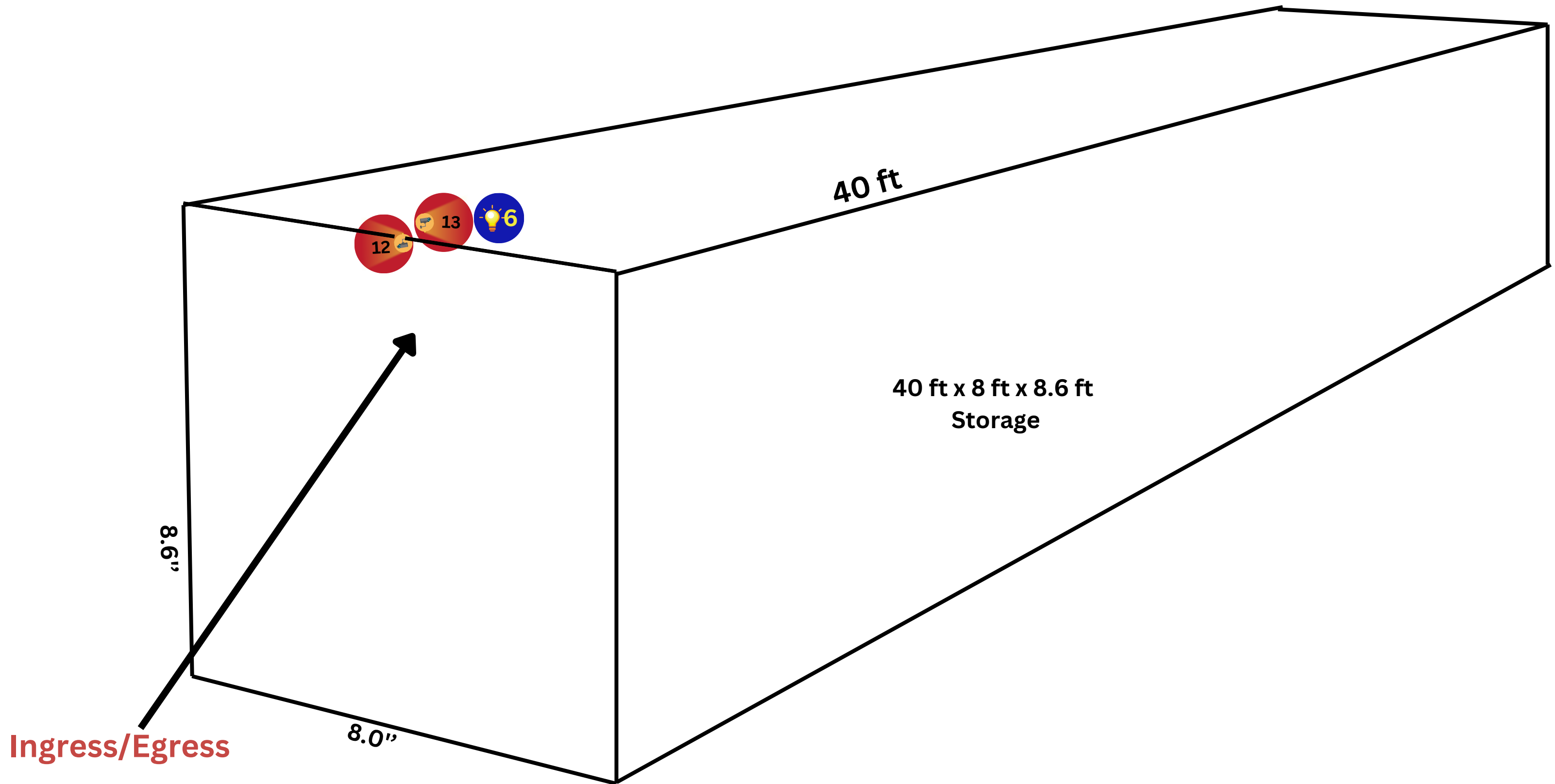
# TRIM & STORAGE AREA

## 27 X 27 TRIM AREA

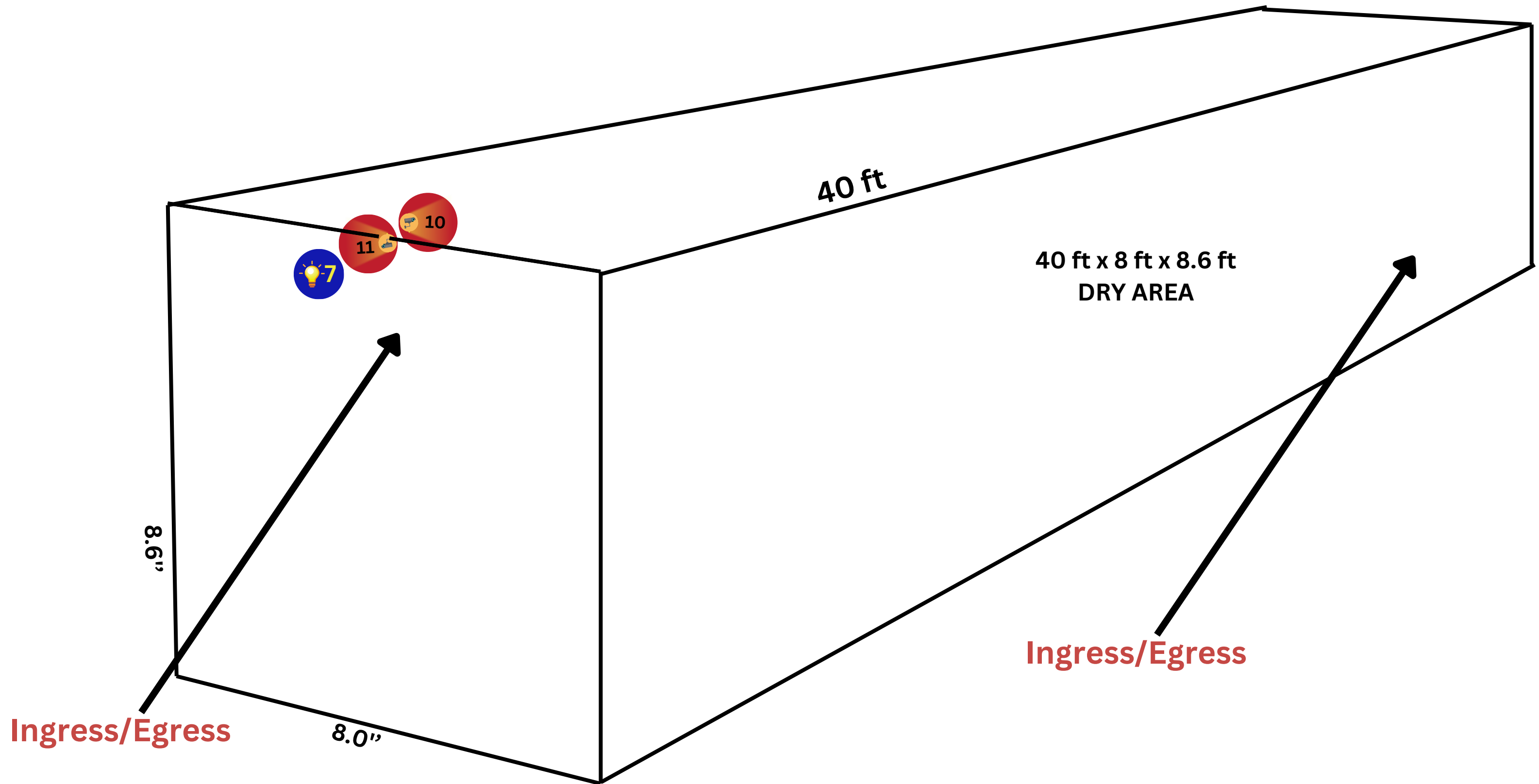




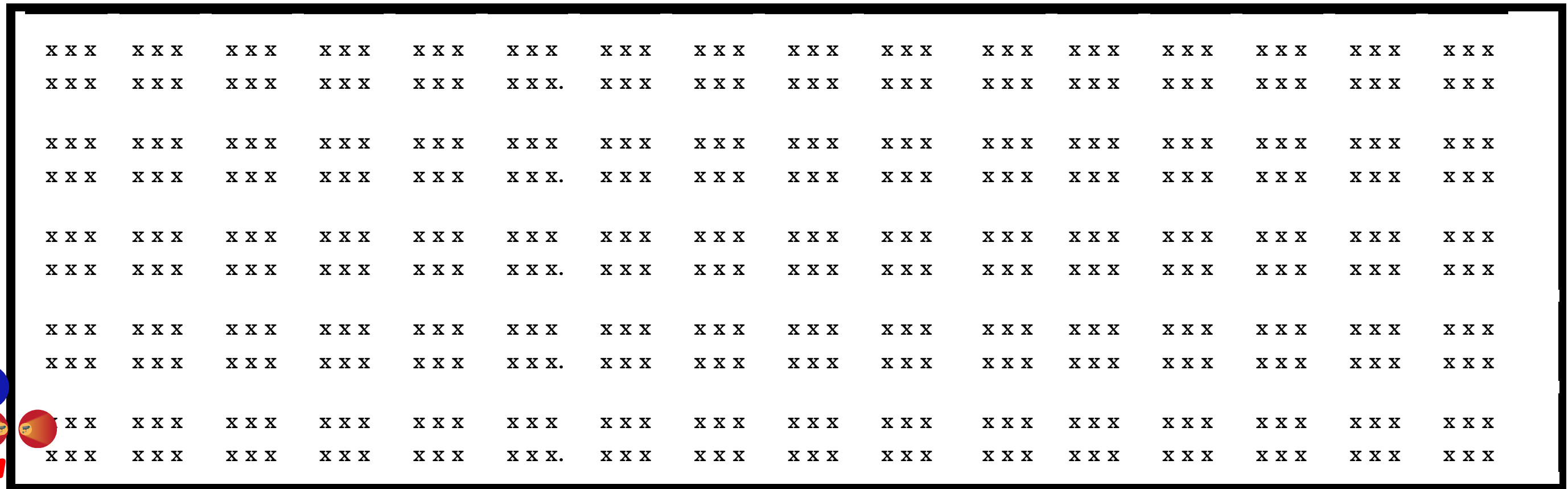
# Shipping Container - storage



# Shipping Container - Dry area



# Hoop house 1 - 100 feet



30 feet

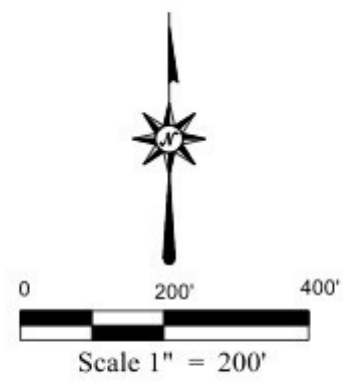
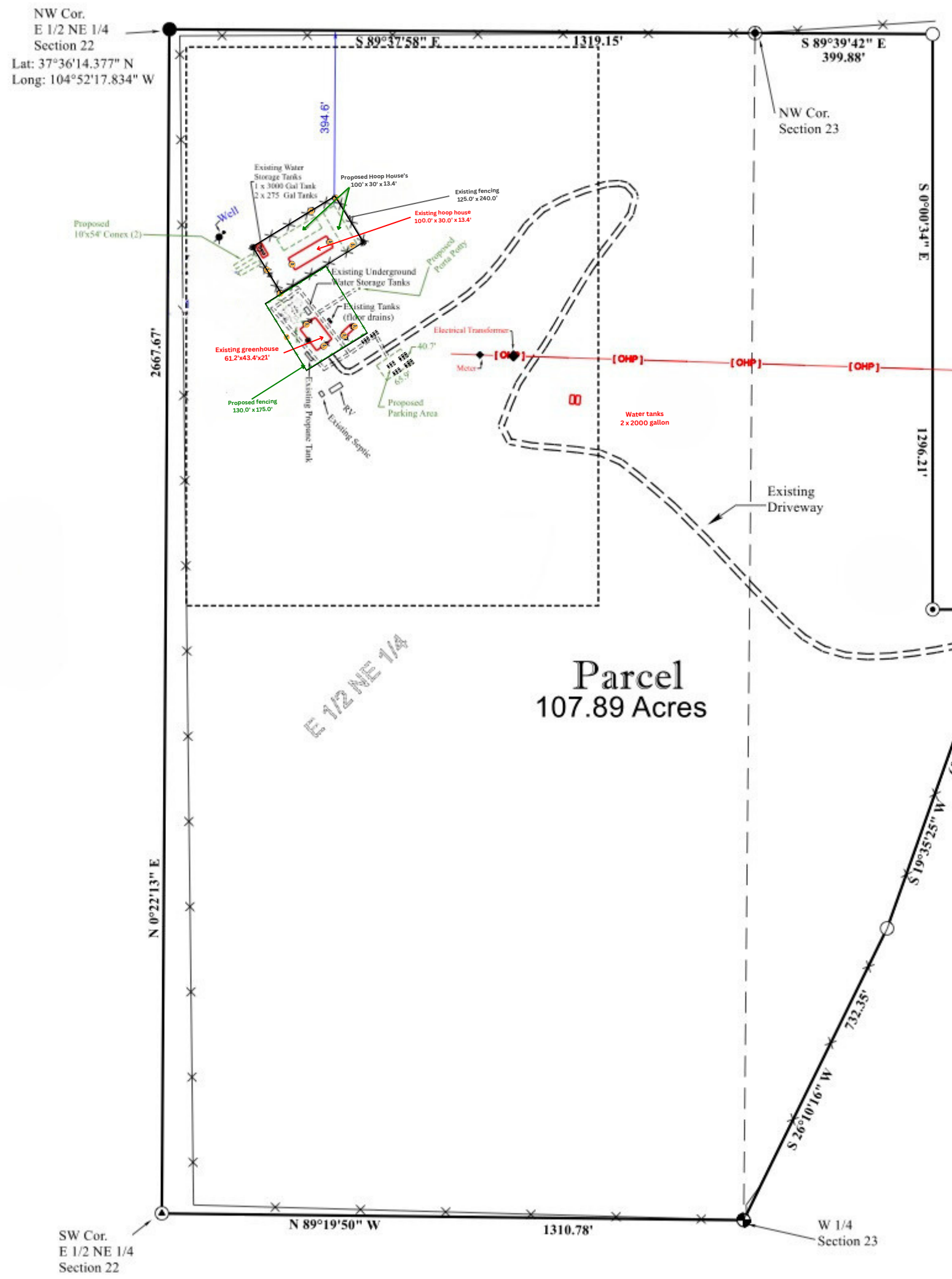
Ingress/Egress



# Plot Plan

## BLUE SKY FARMS, LLP

A portion of Sections 22 & 23, Township 28 South, Range 67 West, 6th P.M.  
County of Huerfano, State of Colorado



**TAYLOR BOULEVARD**  
60' Right of way

**LEGAL DESCRIPTION**

A PART OF THE WEST ONE-HALF OF SECTION 23 AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 22 BOTH IN TOWNSHIP 28 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF HUERFANO, STATE OF COLORADO, BEING NOW PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23 SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 09°39'42" EAST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 23 A DISTANCE OF 399.80 FEET TO THE NORTHWEST CORNER OF THE PLAT SPANISH PEAKS VILLAGE TRACT NUMBER 2; THENCE SOUTH 00°00'34" EAST ALONG THE WEST LINE OF SAID PLAT A DISTANCE OF 1256.21 FEET TO THE SOUTHWEST CORNER OF LOT 52 BEING COMMON TO THE SOUTHWEST CORNER OF LOT 93 OF SAID PLAT SPANISH PEAKS VILLAGE TRACT NUMBER 2; THENCE SOUTH 81°58'42" EAST ALONG THE SOUTH LINE OF SAID PLAT A DISTANCE OF 970.28 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TAYLOR BOULEVARD AS PLATTED IN SPANISH PEAKS VILLAGE TRACT NUMBER 2; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES:

1. SOUTH 3°58'19" WEST A DISTANCE OF 191.68 FEET TO A POINT OF NON-TANGENT CURVE SAID POINT BEARS NORTH 86°16'39" WEST TO THE CENTER OF SAID CURVE.
2. ALONG THE CURVE TO THE RIGHT HAVING A DELTA OF 38°08'15" A RADIUS OF 249.28 FEET A DISTANCE OF 165.93 FEET TO A POINT OF TANGENT.
3. SOUTH 41°51'39" WEST A DISTANCE OF 63.15 FEET TO A POINT OF CURVE.
4. ALONG THE ARC OF CURVE LEFT HAVING A DELTA OF 00°50'45" A RADIUS OF 1524.47 FEET A DISTANCE OF 22.51 FEET TO THE NORTHEAST CORNER OF TRACT F-45 SHOWN PER THIS SURVEY.

THENCE NORTH 70°24'36" WEST ALONG THE NORTH LINE OF SAID TRACT F A DISTANCE OF 780.30 FEET TO THE NORTHWEST CORNER; THENCE SOUTH 19°25'24" WEST ALONG THE WEST LINE OF SAID TRACT F A DISTANCE OF 609.90 FEET TO THE SOUTHWEST CORNER; THENCE SOUTH 26°10'16" WEST A DISTANCE OF 732.35 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22 NORTH 88°18'50" WEST A DISTANCE OF 1319.76 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22 NORTH 00°22'13" EAST A DISTANCE OF 2667.67 FEET TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22 SOUTH 89°37'58" EAST A DISTANCE OF 1319.15 FEET TO THE TRUE POINT OF BEGINNING ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

- LEGEND**
- FOUND 3/4" REBAR, WITH 2" ALUMINUM CAP, PLS 10895
  - ⊙ FOUND 1/2" REBAR, WITH ALUMINUM CAP, PLS 10377
  - ⊙ FOUND 1/2" REBAR, WITH YELLOW CAP (Illegible)
  - ⊙ FOUND 1/2" REBAR, WITH YELLOW CAP, PLS 6128
  - FOUND 1/2" REBAR, WITH RED CAP, PLS 10895
  - FOUND 1/2" REBAR, NO CAP
  - WELL
  - X—X— EXISTING FENCE LINE
  - [OHP] - APPROXIMATE LOCATION OVERHEAD POWER LINE
  - - - - - PLATABLE ACERAGE
  - ===== FOOT PATHS
  - ◆ PROPOSED HALF SQUARE
  - ⊙ SECURITY CAMARAS
  - ⊙ OUTDOOR MOTION SENSING LIGHTING
  - - - - - PROPOSED FENCE LINE
  - DISTANCE FROM OBJECT TO PROPERTY LINE



VICINITY MAP  
(not to scale)

**BH<sup>2</sup> LAND SURVEYING, LLC**  
P.O. Box 20599, Colorado City, CO 81019  
Phone: 719-576-2072  
Email: bh2@bhsurvey.net

Scale 1" = 200'	Date: 7-14-2023	Drawn By: WSB
Sheet 1/1	Job No. 2023-073	

## Focus Buds LLC Lighting Plan

### Light Pollution Abatement

We are committed to being responsible stewards of the environment and good neighbors to the Huerfano Community. We will balance meeting the requirements of the State of Colorado Marijuana Enforcement Division with the Huerfano County Land Use Dark Sky regulations found at Section 15 of the Huerfano County Land Use Code.

MED security video surveillance regulations found at R 3-225 require that security cameras shall be capable of identifying activity occurring within 20 feet of all points of ingress and egress and allow for clear and certain identification of any individual and activities on the Licensed Premises. To maintain compliance with these security measures mandated by the MED, we intend to install sufficient lighting to capture all such individuals and activities, but will balance that with the Huerfano County Dark Sky regulations and mitigate fugitive light pollution from our marijuana cultivation facility as follows:

1. Pursuant to Huerfano County Land Use Code Section 15, we will adopt the following practices for outdoor lighting:
  - a. Shield all fixtures over 175 watts
  - b. Limit any pole-mounted light to no more than 25 feet in height
  - c. Design, locate, install and direct all lighting in such a manner to prevent objectionable light at and across property lines and to prevent glare at any location on or off the property – our facility cannot be seen from the entrance as it is a significant distance away and requires navigating over a dyke and increased elevation to access.
  - d. We will utilize the lowest possible illumination to effectively allow surveillance and not to exceed five (5) foot-candles, and shall be shielded and aimed to that illumination is directed to designated areas.
  
2. To prevent light pollution from indoor light sources, we have invested in and implemented the following systems:
  - a. Light Abatement Screens and Curtains: Our greenhouse facility possesses state-of-the-art automated light abatement screens and curtains to minimize light pollution, particularly during nighttime hours when supplemental lights might be utilized depending on our plants' season and growing phase.
  - b. Vertical, Retractable Light-Restricting Screens: Along the sidewalls of our greenhouse, we have installed vertical, retractable screens explicitly designed to block light from all directions. These screens will effectively contain light within the greenhouse, significantly diminishing the spillage of light into the surrounding environment.
  - c. Specialized Overhead Screens: Our greenhouse will feature specialized overhead screens designed to combat light pollution. These screens have reflective upper and lower sides. The upper side reflects sunlight, preventing heat buildup within the greenhouse during daylight hours. The lower side reflects light from lamps back toward the crop, increasing light intensity within the greenhouse while minimizing external light emission.

## **Light Usage and Compliance**

Utilizing the above systems, the light inside the greenhouse will not be visible from outside. It will be used only to supplement natural light during nighttime hours, especially during the vegetative state of growth or when sunlight is not sufficient, such as in winter or foul weather. For instance, marijuana plants in the vegetative stage of growth may require 18 hours of sunlight, while the flowering stage of growth requires approximately 12 hours of light. Decisions to use supplemental lights will be based on the season and the plant growth phase.

We are committed to transparency, compliance, and continuous improvement and will always value and respect the community's interest while we pursue our operational needs. We look forward to running operations that ensure our operations align with the values and interests of our community.



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



## INVESTIGATION AUTHORIZATION/AUTHORIZATION TO RELEASE INFORMATION

I, Francisco Bautista, hereby authorize the County of Huerfano to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the County of Huerfano to provide any and all such information deemed necessary by the County of Huerfano. I hereby waive any rights of confidentiality in this regard.

I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the County of Huerfano a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements, and any other documents relating to my personal or business financial records in whatever form and wherever located.

I understand that by signing this authorization a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the County of Huerfano a complete and accurate record of any and all tax information or records relating to me. I authorize the County of Huerfano to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal law.

I understand that by signing this authorization, a criminal history check will be performed. I authorize the County of Huerfano to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e. dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "non-public" under the provisions of state or federal laws.

The County of Huerfano reserves the right to investigate all relevant information and facts to their satisfaction. I understand that the County of Huerfano may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the County of Huerfano shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability to the County of Huerfano for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the County of Huerfano, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

[Signature Block on Next Page]

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name: **Focus Buds LLC**

Trade Name DBA:

Full Name of Owner: **Francisco Bautista**

Signature: *Francisco Bautista*

Date: **3/18/24**

*Missouri*  
STATE OF COLORADO

COUNTY OF *Jackson*

The foregoing instrument was acknowledged before me this *18<sup>th</sup>* day of *March* *2024*  
(day) (month and year)

by *Francisco Bautista* in their capacity as *owner*  
(name) (title)

ALEXIS L. SUPITLOV  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires May 24, 2027  
Commission # 19994226

*Alexis Supitlov*  
Notary Public

My Commission Expires: *05/24/2027*





Item 6c.

## INVESTIGATION AUTHORIZATION/AUTHORIZATION TO RELEASE INFORMATION

I, Pharouk Hussein, hereby authorize the County of Huerfano to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the County of Huerfano to provide any and all such information deemed necessary by the County of Huerfano. I hereby waive any rights of confidentiality in this regard.

I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the County of Huerfano a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements, and any other documents relating to my personal or business financial records in whatever form and wherever located.

I understand that by signing this authorization a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the County of Huerfano a complete and accurate record of any and all tax information or records relating to me. I authorize the County of Huerfano to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal law.

I understand that by signing this authorization, a criminal history check will be performed. I authorize the County of Huerfano to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e. dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "non-public" under the provisions of state or federal laws.

The County of Huerfano reserves the right to investigate all relevant information and facts to their satisfaction. I understand that the County of Huerfano may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the County of Huerfano shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability to the County of Huerfano for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the County of Huerfano, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

[Signature Block on Next Page]



Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name: Focus Buds LLC

Trade Name DBA: \_\_\_\_\_

Full Name of Owner: Pharouk Hussein

Signature: 

Date: 03/14/2024

STATE OF ~~COLORADO~~ KANSAS

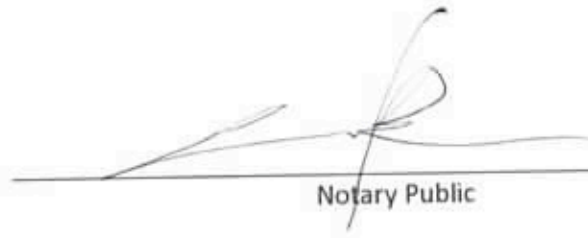
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of MARCH 2024  
(day) (month and year)

by PHAROUK HUSSEIN in their capacity as CO-OWNER  
(name) (title)

[SEAL]



  
Notary Public

My Commission Expires: 05/17/2027

WAIVER AND RELEASE OF LIABILITY  
AND  
AGREEMENT TO INDEMNIFY HUERFANO COUNTY

Release of Huerfano County from Liability to License Applicant and Licensee

By applying for a license pursuant to the Colorado Marijuana Code (CRS 44-10-101, et seq.), and (if it is approved and issued) by accepting a license, from the Huerfano County Board of County Commissioners acting as the Huerfano County Local Licensing Authority, the applicant/licensee waives and releases Huerfano County, and its elected officials, employees, agents, insurers and attorneys, and each of them, from any liability for injuries, damages, costs and expenses of any nature whatsoever that result or relate to the investigation, arrest or prosecution of business owners, operators, employees, clients or customers of the applicant/licensee for a violation of state or federal laws, rules or regulations relating to marijuana.

Agreement to Indemnify Huerfano County

By applying for a license pursuant to the Colorado Marijuana Code (CRS 44-10-101, et seq.), and (if it is approved and issued) by accepting a license, from the Huerfano County Board of County Commissioners acting as the Huerfano County Local Licensing Authority, the applicant/licensee, and each of them, jointly and severally if more than one, agrees to indemnify, defend and hold harmless Huerfano County, and its elected officials, employees, agents, insurers and attorneys, and each of them, against all liability, claims and demands, of any nature whatsoever, including, but not limited to, those arising from bodily injury, sickness, disease, death, property loss and property damage, arising out of or in any manner related to the operation of the medical or retail marijuana business that is the subject of the license.

THE UNDERSIGNED AGREES TO THE RELEASE AND AGREEMENT ABOVE.

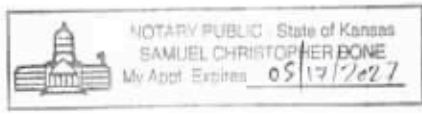
Signed on: 03/14/2024


  
Applicant

STATE OF KANSAS  
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on 03/14/2024 by  
Pharouk Hussein in his capacity as Manager and Co-Owner of Focus Buds LLC.

Seal:



  
Notary Public

## Properties within 500 feet of boundary

Parcel # 395593 - Blue Sky Farms LLP - 107.88 Acres			
	Parcel #	Owners	Land Use
1	25870	Michael Baudendistel	Agricultural
2	24069	BAR SPEAR BAR RANCH, LLC	Agricultural
3	454802	Jose Guerrero, Trustee of Mountain Lake Ministry Trust	Agricultural
4 *	46182	Karla Greer	Residential land (11120)
5	2049328	Rowena A Thoma	Vacant Land (1000)
6	13625	Landplicity llc	Vacant Land (1000)
7	17902	Ralph M Armstrong	Vacant Land (1000)
8 *	10255	Gary D & Rebecca J Bradberry	Mobile Land improved (11350)
9 *	31617	Glenn KM Chang & Ruth A Streveler	Residential improved (12120)
10 *	2437210	Ramona Trust, WARD FITE	Residential improved (12120)
10 *	12885	Ramona Trust, WARD FITE	Vacant Land (1000)
11	12505	Mountain west ventures llc	Vacant Land (1000)
12	39977	Juanita Cordova	Vacant Land (1000)
13	22430	Richard D & Sharon M Couillard	Vacant Land (1000)
13	21208	Richard D & Sharon M Couillard	Vacant Land (1000)
13	243123	Richard D & Sharon M Couillard	Vacant Land (1000)
13	46777	Richard D & Sharon M Couillard	Vacant Land (1000)
14A *	335591	Roy T. Jr & Rose M. True	Vacant Land (1000)
14B	17856	Roy T. Jr & Rose M. True	Residential improved (12120)



15	279591	Walter M Trust & Harold L Trust, Best	Vacant Land (1000)
16 *	14540 (2 parcels)	Joseph John jr Kender	Residential improved (12120)
17	40805	Teri M Neil	Residential (12120)
18	25555	Tom H Thomas, Irma Jean Thomas & Leticia Thomas	Residential improved (12120)
19	35749	Dale Allen & Deborah Pfeif	Residential improved (12120)
20		Edward Matthes (41338, 41339, 39131, 177155	Vacant Land (1000)
21 *	39098	Rhonda Jean Schafer	Residential improved (12120)
22 *	15830	Patrick McConnell & Honey Lou Mcconnell	Commercial Vacant
23 *	22329	Richard I George, Greg George	Residential improved (12120)
24	367682	RIO CUCCHARAS, LLC. C/O Shailesh Patel	Exempt (90000)
25	23780	Huerfano county Asset	12200 Multi-Unit (4-8un)
26	35341	Eugene & Penny Harrision	Residential improved (12120)
27	159999	Ralph N Matthes	Residential improved (12120)
28	61014	Eugene & Penny Harrision	Exempt (90000)
29	2049326	Bob & Donna Dossey (35915, 2049326,	Vacant Land (1000)
30	19695	Jason Joshua Valdes	Residential improved (12120)
31	32973	Donna K & Carlotta Barnes	Residential improved (12120)
32	10142	Carlotta Jeane Barnes	Vacant Land (1000)
33	27170	Asa Jr Griego	Vacant Land (1000)
34	308960	Joel Shults	Vacant Land (1000)
35	142751	Charles M & Virginia R Parker	Residential Land (11120)

36	40228	Eugene, Shirleyann, Zambonato	Residential improved (12120)
37	40226	Virginia Holt	Residential improved (12120)
38	61026	Huerfano County	Exempt (90000)
39	124801	Barker Enterprises	Vacant Land (1000)
40	46184	Larry Whitesel	Vacant Land (1000)
41	204518	William G Mahoney	Vacant Land (1000)
42	29050	Lon Dale Trae III Lowry	Residential improved (12120)
43	20550	Maria Danielle & Vivirski	Residential improved (12120)
44	21233	Richard D Couillard	Vacant Land (1000)
45	32343	Connie Moore Pessina	Vacant Land (1000)
46	16906	Geneva E & Brenda S Hoge Cobb	Vacant Land (1000)
47	21695	Lorraine Galvez	Vacant Land (1000)
48	46904	High Rise Ranch	Agricultural
49	24382	Daniel Donald Buchholz	Vacant Land (1000)
50	37821	Edward Matthes	Vacant Land (1000)
51	37148	Kent S Taylor	Residential improved (12120)
52`	274011	Kenneth R & Palla S Lang	Vacant Land (1000)



# Safety Data Sheet

## CURAD Triple Antibiotic Ointment

### Section 1. Identification

Product Identifier	CURAD Triple Antibiotic Ointment		
Synonyms	CUR001209; CUR001231; MSD_SDS0159		
Manufacturer Stock Numbers	CUR001209; CUR001231		
Recommended use	Pharmaceutical for human use.		
Uses advised against	N/A		
Manufacturer Contact Address	Medline 3 Lakes Drive Northfield, IL, 60093 USA		
	Phone	Emergency Phone	Fax
	(800) 633-5463	(800) 424-9300 CHEMTREC	(847) 643-4436
	Website <a href="http://www.Medline.com">www.Medline.com</a>		

### Section 2. Hazards Identification

Routes of Entry:	Absorption - Eye contact - Ingestion - Inhalation - Skin contact
Carcinogenic Status:	Not considered carcinogenic by NTP, IARC, and OSHA.
Target Organs:	Skin - Eye - Respiratory System
Health Effects - Eyes:	The ointment will cause conjunctively irritation and possibly corneal damage.
Health Effects - Skin:	No effect on skin, for prolong and short term use. The ointment is for external use only. May rarely cause allergic reaction in sensitive individuals.
Health Effects - Ingestion:	Swallowing may have the following effects: - irritation of mouth, throat and digestive tract. A large dose may have the following effects: - Irritation of the stomach and vomiting. May produce mild laxative effect.



**Health Effects - Inhalation:** Exposure to vapor may have the following effects: - irritation of nose, throat and respiratory tract. Exposure to a vapor at high concentrations may have the following effects: - headache.

### Section 3. Ingredients

CAS	Ingredient Name	Weight %
-----	-----------------	----------

Occupational exposure limits, if available, are listed in Section 8.

### Section 4. First-Aid Measures

<b>Eye Contact:</b>	Immediately flood the eye with plenty of water for at least 15 minutes, holding the eye open. Obtain medical attention if soreness or redness persists.
<b>Skin Contact:</b>	Immediately flood the skin with large quantities of water, preferably under a shower. Remove contaminated clothing and continue washing. Contaminated clothing should be washed or dry-cleaned before re-use. Obtain medical attention if blistering occurs or redness persists.
<b>Ingestion:</b>	Have victim drink 1-3 glasses of water to dilute stomach contents. Induce vomiting only if directed to do so by medical personnel.
<b>Inhalation:</b>	Remove from exposure to fresh air. If there is difficulty in breathing, give oxygen. Obtain medical attention immediately.

### Section 5. Fire Fighting Measures

<b>Suitable Extinguishing Media</b>	Use foam, dry chemical, sand or carbon dioxide. Keep containers and surroundings cool with water spray.
<b>Unsuitable Extinguishing Media</b>	Do not use water jet directly.
<b>Unusual Fire and Explosion Hazards:</b>	Cool endangered containers externally with water.
<b>Hazard from combustion products:</b>	Nitrogen oxides, Carbon Monoxide, Carbon Dioxide, Soot Organic substances.
<b>Protective Equipment for Fire-Fighting:</b>	Do not inhale combustion gases. Wear full protective clothing and self-contained breathing apparatus.

### Section 6. Accidental Release Measures

<b>Accidental Release Measures:</b>	Clean area with (hot) water and detergent. Note that spillage will become slippery avoid contact with hot product. Contain and absorb using earth, sand and other inert material. Transfer into suitable container for recovery and disposal. Wear appropriate protective clothing.
<b>Environmental precaution:</b>	Do not allow spilled product to enter drains, surface water -or ground water. Do not allow product to enter soil/subsurface. Large spillages must be notified to appropriate authority.

## Section 7. Handling and Storage

Special precautions:	Special precautions are not necessary if used correctly. Keep in tinted close light protecting containers. Use in well-ventilated area. Use local exhaust ventilation. Avoid inhaling vapor. Avoid contact with eyes and clothing.
Storage:	Store away from sources of heat or ignition. Storage area should be: cool; dry; well ventilated; away from incompatible materials (strong oxidizing agents) and heat.

## Section 8. Exposure Controls/Personal Protection

Occupational Exposure Limits	Ingredient Name	ACGIH TLV	OSHA PEL	STEL
Personal Protective Equipment	Goggles, Gloves, Apron			
Occupational Exposure Standards:	There are no specific occupational exposure limits known for product or its ingredients.			
Engineering Control Measures:	Good general room ventilation is expected to be adequate to control airborne levels.			
Respiratory Protection:	Not required under normal conditions and appropriate ventilation.			
Hand Protection:	Wear oil resistant gloves made from PVC or nitrile.			
Eye Protection:	Chemical goggles or safety glasses with side shields.			
Body Protection:	Wear oil resistant protecting clothing, overall or apron.			
Industrial Hygiene:	Do not eat, drink, smoke or sniff during work.			

## Section 9. Physical and Chemical Properties

Physical State	Ointment
Color	White
Odor	N.D.
Odor Threshold	N.D.
Solubility	N.D.
Partition coefficient Water/n-octanol	N.D.
VOC%	N/A
Viscosity	50,000cps to 100,000cps
Specific Gravity	N/A
Density lbs/Gal	N/A
Pounds per Cubic Foot	N/A
Flash Point	N.D.
FP Method	N.D.
pH	5.0-7.0
Melting Point	N.D.
Boiling Point	N.D.
Boiling Range	N.D.
LEL	N/A
UEL	N/A

Evaporation Rate	N.D.
Flammability	N.D.
Decomposition Temperature	N.D.
Auto-ignition Temperature	N.D.
Vapor Pressure	N.D.
Vapor Density	N.D.

## Section 10. Stability and Reactivity

Stability:	Stable under normal conditions.
Conditions To Avoid:	Heat; High temperatures; Static discharge; Exposure to direct sunlight; Mechanical shock; Open flame.
Materials to Avoid:	Strong oxidizing agents; Strong acids; alkalises.
Hazardous Polymerization:	Will not occur.
Hazardous Decomposition Products:	Oxides of carbon and other oxides.

## Section 11. Toxicological Information

Acute Toxicity:	Skin: Rarely cause allergic reaction in sensitive individuals. Eyes: Rarely cause allergic reaction in sensitive individuals. Inhalation: No hazards under normal conditions of use.
Chronic Toxicity/Carcinogenicity:	This product is not expected to cause long term adverse health effects. This product is non carcinogenic. When swallowed: there is no damage to health.
Genotoxicity:	This product is not expected to cause any mutagenic effects.
Reproductive/Developmental Toxicity:	This product is not expected to cause reproductive or developmental health effects.

## Section 12. Ecological Information

Mobility:	Product is insoluble in water. It can be removed from water mechanically in purification plant.
Persistence/degradability:	According to the test criteria of OECD the product is not readily biodegradable but inherently biodegradable.
Bioaccumulation:	The product has no bio accumulation.
Ecotoxicity:	Fish toxicity: Product is not fish toxic.

## Section 13. Disposal

Waste Disposal:	Dispose of in accordance with all applicable local and national regulations. Labels should not be removed from containers until they have been cleaned. Do not cut, puncture or weld on or near to the container. Do not incinerate closed containers. Empty containers may contain hazardous residues. Dispose of containers with care. Dispose of absorbed material at approved incineration or chemical landfill waste disposal site.
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## Section 14. Transport Information

UN Number	N/A
UN Proper Shipping Name	Not Regulated
DOT Classification	Not Regulated
Packing Group	Not Regulated
IATA:	Not Regulated
IMDG:	Not Regulated

## Section 15. Regulatory Information

SARA 311/312:	Refer to Section 2 of the SDS.
SARA 302:	N.A.
SARA 304:	N.A.
SARA 313:	N.A.
TSCA:	All components are listed or exempt.
CERCLA Hazardous Substance List:	N.A.
Clean Air Act (CAA) Section 112, 112 (r):	N.A.
State Regulations:	N.A.

## Section 16. Other Information

Revision Date 6/20/2022

Legend  
 N.A. - Not Applicable  
 N.E. - Not Established  
 N.D. - Not Determined

National Fire Protection Association (U.S.A): Fire Hazard 1

National Fire Protection Association (U.S.A): Health Hazard 0

National Fire Protection Association (U.S.A): Reactivity 0

HMIS (U.S.A.): Flammability 1

HMIS (U.S.A.): Health 0

HMIS (U.S.A.): Reactivity 0

Additional Information: The information contained herein is furnished without warranty or legal responsibility of any kind. Employers should use this information only as a supplement to other information gathered by them and must make independent determination of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees.


# SAFETY DATA SHEET

## Carbon Dioxide

### Section 1. Identification

<b>GHS product identifier</b>	: Carbon Dioxide
<b>Chemical name</b>	: Carbon dioxide, gas
<b>Other means of identification</b>	: Carbonic, Carbon Dioxide, Carbonic Anhydride, R744, Carbon Dioxide USP
<b>Product type</b>	: Gas.
<b>Product use</b>	: Synthetic/Analytical chemistry and Medical use.
<b>Synonym</b>	: Carbonic, Carbon Dioxide, Carbonic Anhydride, R744, Carbon Dioxide USP
<b>SDS #</b>	: 001013
<b>Supplier's details</b>	: Airgas USA, LLC and its affiliates 259 North Radnor-Chester Road Suite 100 Radnor, PA 19087-5283 1-610-687-5253
<b>24-hour telephone</b>	: 1-866-734-3438

### Section 2. Hazards identification

<b>OSHA/HCS status</b>	: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
<b>Classification of the substance or mixture</b>	: GASES UNDER PRESSURE - Liquefied gas Simple asphyxiant.
<b>GHS label elements</b>	
<b>Hazard pictograms</b>	: 
<b>Signal word</b>	: Warning
<b>Hazard statements</b>	: Contains gas under pressure; may explode if heated. May displace oxygen and cause rapid suffocation. May increase respiration and heart rate.
<b>Precautionary statements</b>	
<b>General</b>	: Read and follow all Safety Data Sheets (SDS'S) before use. Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand. Close valve after each use and when empty. Use equipment rated for cylinder pressure. Do not open valve until connected to equipment prepared for use. Use a back flow preventative device in the piping. Use only equipment of compatible materials of construction. Always keep container in upright position.
<b>Prevention</b>	: Use and store only outdoors or in a well ventilated place.
<b>Response</b>	: Not applicable.
<b>Storage</b>	: Protect from sunlight. Store in a well-ventilated place.
<b>Disposal</b>	: Not applicable.
<b>Hazards not otherwise classified</b>	: In addition to any other important health or physical hazards, this product may displace oxygen and cause rapid suffocation. May cause frostbite.

## Section 3. Composition/information on ingredients

<b>Substance/mixture</b>	: Substance
<b>Chemical name</b>	: Carbon dioxide, gas
<b>Other means of identification</b>	: Carbonic, Carbon Dioxide, Carbonic Anhydride, R744, Carbon Dioxide USP
<b>Product code</b>	: 001013

### CAS number/other identifiers

**CAS number** : 124-38-9

Ingredient name	%	CAS number
Carbon Dioxide	100	124-38-9

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

**There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.**

Occupational exposure limits, if available, are listed in Section 8.

## Section 4. First aid measures

### Description of necessary first aid measures

<b>Eye contact</b>	: Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention if irritation occurs.
<b>Inhalation</b>	: Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention if adverse health effects persist or are severe. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
<b>Skin contact</b>	: Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur. Wash clothing before reuse. Clean shoes thoroughly before reuse.
<b>Ingestion</b>	: As this product is a gas, refer to the inhalation section.

### Most important symptoms/effects, acute and delayed

#### Potential acute health effects

<b>Eye contact</b>	: No known significant effects or critical hazards.
<b>Inhalation</b>	: No known significant effects or critical hazards.
<b>Skin contact</b>	: No known significant effects or critical hazards.
<b>Frostbite</b>	: Try to warm up the frozen tissues and seek medical attention.
<b>Ingestion</b>	: As this product is a gas, refer to the inhalation section.

#### Over-exposure signs/symptoms

<b>Eye contact</b>	: No specific data.
<b>Inhalation</b>	: No specific data.
<b>Skin contact</b>	: No specific data.
<b>Ingestion</b>	: No specific data.

### Indication of immediate medical attention and special treatment needed, if necessary

<b>Notes to physician</b>	: Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
<b>Specific treatments</b>	: No specific treatment.



## Section 4. First aid measures

- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

## Section 5. Fire-fighting measures

### Extinguishing media

- Suitable extinguishing media** : Use an extinguishing agent suitable for the surrounding fire.
- Unsuitable extinguishing media** : None known.

**Specific hazards arising from the chemical** : Contains gas under pressure. In a fire or if heated, a pressure increase will occur and the container may burst or explode.

- Hazardous thermal decomposition products** : Decomposition products may include the following materials:  
carbon dioxide  
carbon monoxide

**Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

**Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## Section 6. Accidental release measures

### Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Avoid breathing gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

**Environmental precautions** : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

### Methods and materials for containment and cleaning up

- Small spill** : Immediately contact emergency personnel. Stop leak if without risk.
- Large spill** : Immediately contact emergency personnel. Stop leak if without risk. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

## Section 7. Handling and storage

### Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Contains gas under pressure. Avoid breathing gas. Do not puncture or incinerate container. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement.  
Avoid contact with eyes, skin and clothing. Empty containers retain product residue and can be hazardous.

## Section 7. Handling and storage

**Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

**Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in a segregated and approved area. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F). Keep container tightly closed and sealed until ready for use. See Section 10 for incompatible materials before handling or use.

## Section 8. Exposure controls/personal protection

### Control parameters

#### Occupational exposure limits

Ingredient name	Exposure limits
Carbon Dioxide	<p><b>ACGIH TLV (United States, 3/2017). Oxygen Depletion [Asphyxiant].</b>            STEL: 54000 mg/m<sup>3</sup> 15 minutes.            STEL: 30000 ppm 15 minutes.            TWA: 9000 mg/m<sup>3</sup> 8 hours.            TWA: 5000 ppm 8 hours.</p> <p><b>NIOSH REL (United States, 10/2016).</b>            STEL: 54000 mg/m<sup>3</sup> 15 minutes.            STEL: 30000 ppm 15 minutes.            TWA: 9000 mg/m<sup>3</sup> 10 hours.            TWA: 5000 ppm 10 hours.</p> <p><b>OSHA PEL (United States, 6/2016).</b>            TWA: 9000 mg/m<sup>3</sup> 8 hours.            TWA: 5000 ppm 8 hours.</p> <p><b>OSHA PEL 1989 (United States, 3/1989).</b>            STEL: 54000 mg/m<sup>3</sup> 15 minutes.            STEL: 30000 ppm 15 minutes.            TWA: 18000 mg/m<sup>3</sup> 8 hours.            TWA: 10000 ppm 8 hours.</p>

**Appropriate engineering controls** : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

**Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

### Individual protection measures

**Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

**Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

### Skin protection

## Section 8. Exposure controls/personal protection

- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

## Section 9. Physical and chemical properties

### Appearance

- Physical state** : Gas. [Compressed gas.]
- Color** : Colorless.
- Odor** : Odorless.
- Odor threshold** : Not available.
- pH** : Not available.
- Melting point** : Sublimation temperature: -79°C (-110.2 to °F)
- Boiling point** : Not available.
- Critical temperature** : 30.85°C (87.5°F)
- Flash point** : [Product does not sustain combustion.]
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : 830 (psig)
- Vapor density** : 1.53 (Air = 1)      Liquid Density@BP: Solid density = 97.5 lb/ft<sup>3</sup> (1562 kg/m<sup>3</sup>)
- Specific Volume (ft<sup>3</sup>/lb)** : 8.7719
- Gas Density (lb/ft<sup>3</sup>)** : 0.114
- Relative density** : Not applicable.
- Solubility** : Not available.
- Solubility in water** : Not available.
- Partition coefficient: n-octanol/water** : 0.83
- Auto-ignition temperature** : Not available.
- Decomposition temperature** : Not available.
- Viscosity** : Not applicable.
- Flow time (ISO 2431)** : Not available.
- Molecular weight** : 44.01 g/mole



## Section 10. Stability and reactivity

- Reactivity** : No specific test data related to reactivity available for this product or its ingredients.
- Chemical stability** : The product is stable.
- Possibility of hazardous reactions** : Under normal conditions of storage and use, hazardous reactions will not occur.
- Conditions to avoid** : No specific data.
- Incompatible materials** : No specific data.
- Hazardous decomposition products** : Under normal conditions of storage and use, hazardous decomposition products should not be produced.
- Hazardous polymerization** : Under normal conditions of storage and use, hazardous polymerization will not occur.

## Section 11. Toxicological information

### Information on toxicological effects

#### Acute toxicity

Not available.

#### Irritation/Corrosion

Not available.

#### Sensitization

Not available.

#### Mutagenicity

Not available.

#### Carcinogenicity

Not available.

#### Reproductive toxicity

Not available.

#### Teratogenicity

Not available.

#### Specific target organ toxicity (single exposure)

Not available.

#### Specific target organ toxicity (repeated exposure)

Not available.

#### Aspiration hazard

Not available.

**Information on the likely routes of exposure** : Not available.

### Potential acute health effects

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : No known significant effects or critical hazards.

## Section 11. Toxicological information

**Ingestion** : As this product is a gas, refer to the inhalation section.

### Symptoms related to the physical, chemical and toxicological characteristics

**Eye contact** : No specific data.

**Inhalation** : No specific data.

**Skin contact** : No specific data.

**Ingestion** : No specific data.

### Delayed and immediate effects and also chronic effects from short and long term exposure

#### Short term exposure

**Potential immediate effects** : Not available.

**Potential delayed effects** : Not available.

#### Long term exposure

**Potential immediate effects** : Not available.

**Potential delayed effects** : Not available.

#### Potential chronic health effects

Not available.

**General** : No known significant effects or critical hazards.

**Carcinogenicity** : No known significant effects or critical hazards.

**Mutagenicity** : No known significant effects or critical hazards.

**Teratogenicity** : No known significant effects or critical hazards.

**Developmental effects** : No known significant effects or critical hazards.

**Fertility effects** : No known significant effects or critical hazards.

### Numerical measures of toxicity

#### Acute toxicity estimates

Not available.

## Section 12. Ecological information

### Toxicity

Not available.

### Persistence and degradability

Not available.

### Bioaccumulative potential

Product/ingredient name	LogP <sub>ow</sub>	BCF	Potential
Carbon Dioxide	0.83	-	low

### Mobility in soil

**Soil/water partition coefficient (K<sub>oc</sub>)** : Not available.






**Other adverse effects** : No known significant effects or critical hazards.

## Section 13. Disposal considerations

### Disposal methods

: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty Airgas-owned pressure vessels should be returned to Airgas. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

## Section 14. Transport information

	DOT	TDG	Mexico	IMDG	IATA
UN number	UN1013	UN1013	UN1013	UN1013	UN1013
UN proper shipping name	CARBON DIOXIDE	CARBON DIOXIDE	CARBON DIOXIDE	CARBON DIOXIDE	CARBON DIOXIDE
Transport hazard class(es)	2.2 	2.2 	2.2 	2.2 	2.2 
Packing group	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.

“Refer to CFR 49 (or authority having jurisdiction) to determine the information required for shipment of the product.”

### Additional information

#### DOT Classification

: **Limited quantity** Yes.  
**Quantity limitation** Passenger aircraft/rail: 75 kg. Cargo aircraft: 150 kg.

#### TDG Classification

: Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.13-2.17 (Class 2).  
**Explosive Limit and Limited Quantity Index** 0.125  
**Passenger Carrying Road or Rail Index** 75

#### IATA

: **Quantity limitation** Passenger and Cargo Aircraft: 75 kg. Cargo Aircraft Only: 150 kg.

### Special precautions for user

: **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

### Transport in bulk according to Annex II of MARPOL and the IBC Code

: Not available.

## Section 15. Regulatory information

### U.S. Federal regulations

: **TSCA 8(a) CDR Exempt/Partial exemption:** This material is listed or exempted.

### Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs)

: Not listed



## Section 15. Regulatory information

**Clean Air Act Section 602 Class I Substances** : Not listed

**Clean Air Act Section 602 Class II Substances** : Not listed

**DEA List I Chemicals (Precursor Chemicals)** : Not listed

**DEA List II Chemicals (Essential Chemicals)** : Not listed

### SARA 302/304

#### Composition/information on ingredients

No products were found.

**SARA 304 RQ** : Not applicable.

### SARA 311/312

**Classification** : Refer to Section 2: Hazards Identification of this SDS for classification of substance.

### State regulations

**Massachusetts** : This material is listed.

**New York** : This material is not listed.

**New Jersey** : This material is listed.

**Pennsylvania** : This material is listed.

### International regulations

#### Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

#### Montreal Protocol (Annexes A, B, C, E)

Not listed.

#### Stockholm Convention on Persistent Organic Pollutants

Not listed.

#### Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

#### UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

### Inventory list

**Australia** : This material is listed or exempted.

**Canada** : This material is listed or exempted.

**China** : This material is listed or exempted.

**Europe** : This material is listed or exempted.

**Japan** : **Japan inventory (ENCS)**: This material is listed or exempted.  
**Japan inventory (ISHL)**: This material is listed or exempted.

**Malaysia** : Not determined.

**New Zealand** : This material is listed or exempted.

**Philippines** : This material is listed or exempted.

**Republic of Korea** : This material is listed or exempted.

**Taiwan** : This material is listed or exempted.

**Thailand** : Not determined.

**Turkey** : This material is listed or exempted.

**United States** : This material is listed or exempted.

**Viet Nam** : Not determined.

## Section 16. Other information

### Hazardous Material Information System (U.S.A.)

Health	/	1
Flammability		0
Physical hazards		3

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

### National Fire Protection Association (U.S.A.)



Reprinted with permission from NFPA 704-2001, Identification of the Hazards of Materials for Emergency Response Copyright ©1997, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

### Procedure used to derive the classification

Classification	Justification
GASES UNDER PRESSURE - Liquefied gas	Expert judgment

### History

Date of printing : 2/12/2018

Date of issue/Date of revision : 2/12/2018

Date of previous issue : 4/25/2017

Version : 0.03

### Key to abbreviations

: ATE = Acute Toxicity Estimate  
 BCF = Bioconcentration Factor  
 GHS = Globally Harmonized System of Classification and Labelling of Chemicals  
 IATA = International Air Transport Association  
 IBC = Intermediate Bulk Container  
 IMDG = International Maritime Dangerous Goods  
 LogPow = logarithm of the octanol/water partition coefficient  
 MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)  
 UN = United Nations

References : Not available.

### Notice to reader

## Section 16. Other information

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



# SAFETY DATA SHEET

Issuing Date January 5, 2015

Revision Date June 12, 2015

Revision Number 1

## 1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

### Product identifier

**Product Name** Clorox® Regular-Bleach<sub>1</sub>

### Other means of identification

**EPA Registration Number** 5813-100

### Recommended use of the chemical and restrictions on use

**Recommended use** Household disinfecting, sanitizing, and laundry bleach

**Uses advised against** No information available

### Details of the supplier of the safety data sheet

#### **Supplier Address**

The Clorox Company  
1221 Broadway  
Oakland, CA 94612

Phone: 1-510-271-7000

### Emergency telephone number

**Emergency Phone Numbers** For Medical Emergencies, call: 1-800-446-1014  
For Transportation Emergencies, call Chemtrec: 1-800-424-9300



**2. HAZARDS IDENTIFICATION**


**Classification**

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200).

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1

**GHS Label elements, including precautionary statements**

**Emergency Overview**

<b>Signal word</b>	<b>Danger</b>		
<b>Hazard Statements</b>	Causes severe skin burns and eye damage Causes serious eye damage		
			
<b>Appearance</b>	Clear, pale yellow	<b>Physical State</b>	Thin liquid
		<b>Odor</b>	Bleach

**Precautionary Statements - Prevention**

Wash face, hands and any exposed skin thoroughly after handling.  
 Wear protective gloves, protective clothing, face protection, and eye protection such as safety glasses.

**Precautionary Statements - Response**

Immediately call a poison center or doctor.  
 If swallowed: Rinse mouth. Do NOT induce vomiting.  
 If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water.  
 Wash contaminated clothing before reuse.  
 If inhaled: Remove person to fresh air and keep comfortable for breathing.  
 Specific treatment (see supplemental first aid instructions on this label).  
 If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

**Precautionary Statements - Storage**

Store locked up.

**Precautionary Statements - Disposal**

Dispose of contents in accordance with all applicable federal, state, and local regulations.

**Hazards not otherwise classified (HNOC)**

Although not expected, heart conditions or chronic respiratory problems such as asthma, chronic bronchitis, or obstructive lung disease may be aggravated by exposure to high concentrations of vapor or mist.

Product contains a strong oxidizer. Always flush drains before and after use.

**Unknown Toxicity**

Not applicable.

**Other information**

Very toxic to aquatic life with long lasting effects.

**Interactions with Other Chemicals**

Reacts with other household chemicals such as toilet bowl cleaners, rust removers, acids, or products containing ammonia to produce hazardous irritating gases, such as chlorine and other chlorinated compounds.

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

Chemical Name	CAS-No	Weight %	Trade Secret
Sodium hypochlorite	7681-52-9	5 - 10	*

\* The exact percentage (concentration) of composition has been withheld as a trade secret.

**4. FIRST AID MEASURES****First aid measures****General Advice**

Call a poison control center or doctor immediately for treatment advice. Show this safety data sheet to the doctor in attendance.

**Eye Contact**

Hold eye open and rinse slowly and gently with water for 15 - 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

**Skin Contact**

Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

**Inhalation**

Move to fresh air. If breathing is affected, call a doctor.

**Ingestion**

Have person sip a glassful of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. Call a poison control center or doctor immediately for treatment advice.

**Protection of First-aiders**

Avoid contact with skin, eyes, and clothing. Use personal protective equipment as required. Wear personal protective clothing (see section 8).

**Most important symptoms and effects, both acute and delayed****Most Important Symptoms and Effects**

Burning of eyes and skin.

**Indication of any immediate medical attention and special treatment needed****Notes to Physician**

Treat symptomatically. Probable mucosal damage may contraindicate the use of gastric lavage.

## 5. FIRE-FIGHTING MEASURES

### Suitable Extinguishing Media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

### Unsuitable Extinguishing Media

CAUTION: Use of water spray when fighting fire may be inefficient.

### Specific Hazards Arising from the Chemical

This product causes burns to eyes, skin, and mucous membranes. Thermal decomposition can release sodium chlorate and irritating gases and vapors.

### Explosion Data

**Sensitivity to Mechanical Impact** None.

**Sensitivity to Static Discharge** None.

### Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

## 6. ACCIDENTAL RELEASE MEASURES

### Personal precautions, protective equipment and emergency procedures

#### **Personal Precautions**

Avoid contact with eyes, skin, and clothing. Ensure adequate ventilation. Use personal protective equipment as required. For spills of multiple products, responders should evaluate the MSDSs of the products for incompatibility with sodium hypochlorite. Breathing protection should be worn in enclosed and/or poorly-ventilated areas until hazard assessment is complete.

#### **Other Information**

Refer to protective measures listed in Sections 7 and 8.

### Environmental precautions

#### **Environmental Precautions**

This product is toxic to fish, aquatic invertebrates, oysters, and shrimp. Do not allow product to enter storm drains, lakes, or streams. See Section 12 for ecological information.

### Methods and material for containment and cleaning up

#### **Methods for Containment**

Prevent further leakage or spillage if safe to do so.

#### **Methods for Cleaning Up**

Absorb and containerize. Wash residual down to sanitary sewer. Contact the sanitary treatment facility in advance to assure ability to process washed-down material.

## 7. HANDLING AND STORAGE

### Precautions for safe handling

**Handling** Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes, and clothing. Do not eat, drink, or smoke when using this product.

### Conditions for safe storage, including any incompatibilities

**Storage** Store away from children. Reclose cap tightly after each use. Store this product upright in a cool, dry area, away from direct sunlight and heat to avoid deterioration. Do not contaminate food or feed by storage of this product.

**Incompatible Products** Toilet bowl cleaners, rust removers, acids, and products containing ammonia.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Control parameters

#### Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Sodium hypochlorite 7681-52-9	None	None	None

*ACGIH TLV: American Conference of Governmental Industrial Hygienists - Threshold Limit Value. OSHA PEL: Occupational Safety and Health Administration - Permissible Exposure Limits. NIOSH IDLH: Immediately Dangerous to Life or Health.*

### Appropriate engineering controls

**Engineering Measures** Showers  
Eyewash stations  
Ventilation systems

### Individual protection measures, such as personal protective equipment

**Eye/Face Protection** If splashes are likely to occur: Wear safety glasses with side shields (or goggles) or face shield.

**Skin and Body Protection** Wear rubber or neoprene gloves and protective clothing such as long-sleeved shirt.

**Respiratory Protection** If irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

**Hygiene Measures** Handle in accordance with good industrial hygiene and safety practice. Wash hands after direct contact. Do not wear product-contaminated clothing for prolonged periods. Remove and wash contaminated clothing before re-use. Do not eat, drink, or smoke when using this product.



## 9. PHYSICAL AND CHEMICAL PROPERTIES

### Physical and Chemical Properties

<b>Physical State</b>	Thin liquid	<b>Odor</b>	Bleach
<b>Appearance</b>	Clear	<b>Odor Threshold</b>	No information available
<b>Color</b>	Pale yellow		

<u>Property</u>	<u>Values</u>	<u>Remarks/ Method</u>
<b>pH</b>	~12	None known
<b>Melting/freezing point</b>	No data available	None known
<b>Boiling point / boiling range</b>	No data available	None known
<b>Flash Point</b>	Not flammable	None known
<b>Evaporation rate</b>	No data available	None known
<b>Flammability (solid, gas)</b>	No data available	None known
<b>Flammability Limits in Air</b>		
<b>Upper flammability limit</b>	No data available	None known
<b>Lower flammability limit</b>	No data available	None known
<b>Vapor pressure</b>	No data available	None known
<b>Vapor density</b>	No data available	None known
<b>Specific Gravity</b>	~1.1	None known
<b>Water Solubility</b>	Soluble	None known
<b>Solubility in other solvents</b>	No data available	None known
<b>Partition coefficient: n-octanol/water</b>	No data available	None known
<b>Autoignition temperature</b>	No data available	None known
<b>Decomposition temperature</b>	No data available	None known
<b>Kinematic viscosity</b>	No data available	None known
<b>Dynamic viscosity</b>	No data available	None known
<b>Explosive Properties</b>	Not explosive	
<b>Oxidizing Properties</b>	No data available	

### Other Information

<b>Softening Point</b>	No data available
<b>VOC Content (%)</b>	No data available
<b>Particle Size</b>	No data available
<b>Particle Size Distribution</b>	No data available

## 10. STABILITY AND REACTIVITY

### Reactivity

Reacts with other household chemicals such as toilet bowl cleaners, rust removers, acids, or products containing ammonia to produce hazardous irritating gases, such as chlorine and other chlorinated compounds.

### Chemical stability

Stable under recommended storage conditions.

### Possibility of Hazardous Reactions

None under normal processing.

### Conditions to avoid

None known based on information supplied.

### Incompatible materials

Toilet bowl cleaners, rust removers, acids, and products containing ammonia.

### Hazardous Decomposition Products

None known based on information supplied.

**11. TOXICOLOGICAL INFORMATION****Information on likely routes of exposure****Product Information**

<b>Inhalation</b>	Exposure to vapor or mist may irritate respiratory tract and cause coughing. Inhalation of high concentrations may cause pulmonary edema.
<b>Eye Contact</b>	Corrosive. May cause severe damage to eyes.
<b>Skin Contact</b>	May cause severe irritation to skin. Prolonged contact may cause burns to skin.
<b>Ingestion</b>	Ingestion may cause burns to gastrointestinal tract and respiratory tract, nausea, vomiting, and diarrhea.

**Component Information**

Chemical Name	LD50 Oral	LD50 Dermal	LC50 Inhalation
Sodium hypochlorite 7681-52-9	8200 mg/kg (Rat)	>10000 mg/kg (Rabbit)	-

**Information on toxicological effects**

**Symptoms** May cause redness and tearing of the eyes. May cause burns to eyes. May cause redness or burns to skin. Inhalation may cause coughing.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

**Sensitization** No information available.

**Mutagenic Effects** No information available.

**Carcinogenicity** The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical Name	ACGIH	IARC	NTP	OSHA
Sodium hypochlorite 7681-52-9	-	Group 3	-	-

*IARC (International Agency for Research on Cancer)  
Group 3 - Not Classifiable as to Carcinogenicity in Humans*

**Reproductive Toxicity** No information available.

**STOT - single exposure** No information available.

**STOT - repeated exposure** No information available.

**Chronic Toxicity** Carcinogenic potential is unknown.

**Target Organ Effects** Respiratory system, eyes, skin, gastrointestinal tract (GI).

**Aspiration Hazard** No information available.

**Numerical measures of toxicity - Product Information**

The following values are calculated based on chapter 3.1 of the GHS document

**ATEmix (oral)**

54 g/kg

**ATEmix (inhalation-dust/mist)**

58 mg/L

**12. ECOLOGICAL INFORMATION****Ecotoxicity**

Very toxic to aquatic life with long lasting effects.

This product is toxic to fish, aquatic invertebrates, oysters, and shrimp. Do not allow product to enter storm drains, lakes, or streams.

**Persistence and Degradability**

No information available.

**Bioaccumulation**

No information available.

**Other adverse effects**

No information available.

**13. DISPOSAL CONSIDERATIONS****Disposal methods**

Dispose of in accordance with all applicable federal, state, and local regulations. Do not contaminate food or feed by disposal of this product.

**Contaminated Packaging**

Do not reuse empty containers. Dispose of in accordance with all applicable federal, state, and local regulations.

**14. TRANSPORT INFORMATION****DOT**

Not restricted.

**TDG**

Not restricted for road or rail.

**ICAO**

Not restricted, as per Special Provision A197, Environmentally Hazardous Substance exception.

**IATA**

Not restricted, as per Special Provision A197, Environmentally Hazardous Substance exception.

**IMDG/IMO**

Not restricted, as per IMDG Code 2.10.2.7, Marine Pollutant exception.

**15. REGULATORY INFORMATION**

**Chemical Inventories**

**TSCA** All components of this product are either on the TSCA 8(b) Inventory or otherwise exempt from listing.  
**DSL/NDSL** All components are on the DSL or NDSL.

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory  
**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List

**U.S. Federal Regulations**

**SARA 313**  
 Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

**SARA 311/312 Hazard Categories**

<b>Acute Health Hazard</b>	Yes
<b>Chronic Health Hazard</b>	No
<b>Fire Hazard</b>	No
<b>Sudden Release of Pressure Hazard</b>	No
<b>Reactive Hazard</b>	No

**Clean Water Act**

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Sodium hypochlorite 7681-52-9	100 lb			X

**CERCLA**

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Chemical Name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	RQ
Sodium hypochlorite 7681-52-9	100 lb	-	RQ 100 lb final RQ RQ 45.4 kg final RQ

**EPA Statement**

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

**DANGER: CORROSIVE.** Causes irreversible eye damage and skin burns. Harmful if swallowed. Do not get in eyes, on skin, or on clothing. Wear protective eyewear and rubber gloves when handling this product. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the restroom. Avoid breathing vapors and use only in a well-ventilated area.



**US State Regulations****California Proposition 65**

This product does not contain any Proposition 65 chemicals.

**U.S. State Right-to-Know Regulations**

Chemical Name	New Jersey	Massachusetts	Pennsylvania	Rhode Island	Illinois
Sodium hypochlorite 7681-52-9	X	X	X	X	
Sodium chlorate 7775-09-9	X	X	X		

**International Regulations****Canada****WHMIS Hazard Class**

E - Corrosive material

**16. OTHER INFORMATION**

**NFPA**      Health Hazard 3      Flammability 0      Instability 0      Physical and Chemical Hazards -

**HMIS**      Health Hazard 3      Flammability 0      Physical Hazard 0      Personal Protection B

**Prepared By**      Product Stewardship  
23 British American Blvd.  
Latham, NY 12110  
1-800-572-6501

**Revision Date**      June 12, 2015

**Revision Note**      Revision Section 14.

**Reference**      1096036/164964.159

**General Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal, and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

**End of Safety Data Sheet**

08-Jan-2018

## 1. IDENTIFICATION

### Product identifier

**Product Name** Essential Everyday All Purpose Ammonia Cleaner

### Other means of identification

**Product UPC** 41303-01341

**Product Code** 19718955031

### Recommended use of the chemical and restrictions on use

**Recommended Use** Consumer use. Cleaning agent.

**Uses advised against** Do not mix with other chemicals

### Details of the supplier of the safety data sheet

#### **Manufacturer Address**

KIK International LLC  
33 Macintosh Blvd.  
Concord, Ontario  
Canada L4K 4L5  
1-800-479-6603

#### **Distributor**

Supervalu Inc  
11840 Valley View Road.  
Eden Prairie, MN 55344  
1-877-932-7948

### Emergency telephone number

**Emergency Telephone** Poison Control Center (Medical) : (866) 366-5048  
Chemtrec (Transportation) 1-800-424-9300, 703-527-3887

## 2. HAZARDS IDENTIFICATION

### Classification

#### **OSHA Regulatory Status**

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Skin corrosion/irritation	Category 2
Serious eye damage/eye irritation	Category 1

### Label elements

#### **Emergency Overview**

**Danger**

#### **Hazard statements**

Causes skin irritation

Causes serious eye damage



**Color** yellow

**Physical state** liquid

**Odor** Lemon, Ammonia

### **Precautionary Statements - Prevention**

Wash face, hands and any exposed skin thoroughly after handling

Wear protective gloves/protective clothing/eye protection/face protection

#### Precautionary Statements - Response

Specific treatment (see .? on this label)

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing

Immediately call a POISON CENTER or doctor/physician

IF ON SKIN: Wash with plenty of soap and water

If skin irritation occurs: Get medical advice/attention

Take off contaminated clothing and wash before reuse

#### Hazards not otherwise classified (HNOC)

Not applicable

#### Other Information

2.1% of the mixture consists of ingredient(s) of unknown toxicity

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Not applicable

-

Chemical Name	CAS No.	Weight-%
Ammonia	7664-41-7	1 - 3

### 4. FIRST AID MEASURES

#### Description of first aid measures

<b>Eye contact</b>	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
<b>Skin contact</b>	Wash skin with soap and water. If symptoms persist, call a physician.
<b>Inhalation</b>	Remove to fresh air.
<b>Ingestion</b>	Do NOT induce vomiting. Clean mouth with water and drink afterwards plenty of water. If symptoms persist, call a physician.
<b>Self-protection of the first aider</b>	Use personal protective equipment as required.

#### Most important symptoms and effects, both acute and delayed

**Symptoms** No information available.

#### Indication of any immediate medical attention and special treatment needed

**Note to physicians** Treat symptomatically.

### 5. FIRE-FIGHTING MEASURES

#### Suitable extinguishing media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Unsuitable extinguishing media** No information available.

#### Specific hazards arising from the chemical

No information available.

**Explosion data**

**Sensitivity to Mechanical Impact** None.

**Sensitivity to Static Discharge** None.

**Protective equipment and precautions for firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

**6. ACCIDENTAL RELEASE MEASURES**

**Personal precautions, protective equipment and emergency procedures**

**Personal precautions** Avoid contact with skin, eyes or clothing. Use personal protective equipment as required. Ensure adequate ventilation, especially in confined areas.

**Environmental precautions**

**Environmental precautions** See Section 12 for additional ecological information.

**Methods and material for containment and cleaning up**

**Methods for containment** Prevent further leakage or spillage if safe to do so.

**Methods for cleaning up** Pick up and transfer to properly labeled containers.

**7. HANDLING AND STORAGE**

**Precautions for safe handling**

**Advice on safe handling** Avoid contact with skin, eyes or clothing. Handle in accordance with good industrial hygiene and safety practice.

**Conditions for safe storage, including any incompatibilities**

**Storage Conditions** Keep containers tightly closed in a dry, cool and well-ventilated place.

**Incompatible materials** Chlorine-based bleaching agents.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**Control parameters**

**Exposure Guidelines**

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Ammonia 7664-41-7	STEL: 35 ppm TWA: 25 ppm	TWA: 50 ppm TWA: 35 mg/m <sup>3</sup> (vacated) STEL: 35 ppm (vacated) STEL: 27 mg/m <sup>3</sup>	IDLH: 300 ppm TWA: 25 ppm TWA: 18 mg/m <sup>3</sup> STEL: 35 ppm STEL: 27 mg/m <sup>3</sup>

NIOSH IDLH *Immediately Dangerous to Life or Health*

**Other Information** Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

**Appropriate engineering controls**

**Engineering Controls** Showers  
Eyewash stations  
Ventilation systems.



**Individual protection measures, such as personal protective equipment**

<b>Eye/face protection</b>	Wear safety glasses with side shields (or goggles).
<b>Skin and body protection</b>	Wear protective gloves and protective clothing.
<b>Respiratory protection</b>	If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

**General Hygiene Considerations** Handle in accordance with good industrial hygiene and safety practice.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Information on basic physical and chemical properties**

<b>Physical state</b>	liquid	<b>Odor</b>	Lemon, Ammonia
<b>Appearance</b>	Clear with Blue Color, yellow	<b>Odor threshold</b>	No information available
<b>Color</b>	yellow		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
<b>pH</b>	11.0-12.0	
<b>Melting point / freezing point</b>	No information available	
<b>Boiling point / boiling range</b>	100 °C / 212 °C °F	
<b>Flash point</b>	No information available	
<b>Evaporation rate</b>	No information available	
<b>Flammability (solid, gas)</b>	No information available	
<b>Flammability Limit in Air</b>		
<b>Upper flammability limit:</b>	No information available	
<b>Lower flammability limit:</b>	No information available	
<b>Vapor pressure</b>	No information available	
<b>Vapor density</b>	No information available	
<b>Specific Gravity</b>	0.99 - 1.00	
<b>Water solubility</b>	Soluble in water	
<b>Solubility in other solvents</b>	No information available	
<b>Partition coefficient</b>	No information available	
<b>Autoignition temperature</b>	No information available	
<b>Decomposition temperature</b>	No information available	
<b>Kinematic viscosity</b>	No information available	
<b>Dynamic viscosity</b>	No information available	
<b>Density</b>	No information available	
<b>Bulk density</b>	No information available	
<b>Explosive properties</b>	No information available	
<b>Oxidizing properties</b>	No information available	

**Other Information**

<b>Softening point</b>	No information available
<b>Molecular weight</b>	No information available
<b>VOC Content (%)</b>	No information available

## 10. STABILITY AND REACTIVITY

**Reactivity**

No data available

**Chemical stability**

Stable under recommended storage conditions.

**Possibility of Hazardous Reactions**

None under normal processing.

**Conditions to avoid**

Do not mix with other chemicals. Extremes of temperature and direct sunlight.

**Incompatible materials**

Chlorine-based bleaching agents.

**Hazardous Decomposition Products**

None known based on information supplied.

## 11. TOXICOLOGICAL INFORMATION

**Information on likely routes of exposure****Product Information**

<b>Inhalation</b>	Avoid breathing vapors or mists.
<b>Eye contact</b>	Avoid contact with eyes. May cause burns.
<b>Skin contact</b>	Avoid contact with skin. Contact causes severe skin irritation and possible burns.
<b>Ingestion</b>	May be harmful if swallowed.

**Component Information**

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Ammonia 7664-41-7	= 350 mg/kg ( Rat )	-	= 2000 ppm ( Rat ) 4 h

**Information on toxicological effects**

**Symptoms** No information available.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

<b>Sensitization</b>	No information available.
<b>Germ cell mutagenicity</b>	No information available.
<b>Carcinogenicity</b>	The table below indicates whether each agency has listed any ingredient as a carcinogen.
<b>Reproductive toxicity</b>	No information available.
<b>STOT - single exposure</b>	No information available.
<b>STOT - repeated exposure</b>	No information available.
<b>Target Organ Effects</b>	Eyes, Respiratory system, Skin.
<b>Aspiration hazard</b>	No information available.

**Numerical measures of toxicity - Product Information**

The following values are calculated based on chapter 3.1 of the GHS document .

<b>ATEmix (inhalation-gas)</b>	95238 mg/l
<b>ATEmix (inhalation-dust/mist)</b>	23.9 mg/l

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity**

Harmful to aquatic life with long lasting effects

0.36211% of the mixture consists of component(s) of unknown hazards to the aquatic environment

Chemical Name	Algae/aquatic plants	Fish	Crustacea
Ammonia 7664-41-7	-	0.44: 96 h Cyprinus carpio mg/L LC50 0.26 - 4.6: 96 h Lepomis macrochirus mg/L LC50 1.17: 96 h Lepomis macrochirus mg/L LC50 flow-through 0.73 - 2.35: 96 h	25.4: 48 h Daphnia magna mg/L LC50

		Pimephales promelas mg/L LC50 5.9: 96 h Pimephales promelas mg/L LC50 static 1.5: 96 h Poecilia reticulata mg/L LC50 1.19: 96 h Poecilia reticulata mg/L LC50 static	
--	--	--	--

**Persistence and degradability**

No information available.

**Bioaccumulation**

No information available.

**Mobility**

No information available.

Chemical Name	Partition coefficient
Ammonia 7664-41-7	-1.14

**Other adverse effects**

No information available

**13. DISPOSAL CONSIDERATIONS**

**Waste treatment methods**

**Disposal of wastes**

Disposal should be in accordance with applicable regional, national and local laws and regulations.

**Contaminated packaging**

Do not reuse container. Dispose of in accordance with federal, state and local regulations.

This product contains one or more substances that are listed with the State of California as a hazardous waste.

**14. TRANSPORT INFORMATION**

**DOT**

Not regulated

**TDG**

Not regulated

**IATA**

Not regulated

**IMDG**

Not regulated

**15. REGULATORY INFORMATION**

**International Inventories**

**TSCA**

Complies

**DSL/NDSL**

Complies

**Legend:**

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory

**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List

**US Federal Regulations**

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical Name	SARA 313 - Threshold Values %
---------------	-------------------------------

Ammonia - 7664-41-7	1.0
---------------------	-----

**SARA 311/312 Hazard Categories**

Acute health hazard	Yes
Chronic Health Hazard	No
Fire hazard	No
Sudden release of pressure hazard	No
Reactive Hazard	No

**CWA (Clean Water Act)**

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Ammonia 7664-41-7	100 lb	-	-	X

**CERCLA**

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ)
Ammonia 7664-41-7	100 lb	100 lb	RQ 100 lb final RQ RQ 45.4 kg final RQ

**US State Regulations**

**California Proposition 65**

This product does not contain any Proposition 65 chemicals

**U.S. State Right-to-Know Regulations**

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Ammonia 7664-41-7	X	X	X

**U.S. EPA Label Information**

**EPA Pesticide Registration Number** This product does not contain any substances regulated as pesticides

**Difference between SDS and CPSC label**

This product is regulated under Consumer Product Safety Commission and is subject to certain labeling requirements under the Federal Hazardous Substances Act (16 CFR Part 1500) . These requirements differ from the classification criteria and hazard information required for safety data sheets and for workplace product labels.

**16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION**

<b>NFPA</b>	Health hazards 2	Flammability 0	Instability 0	Physical and Chemical Properties -
<b>HMIS</b>	Health hazards 2	Flammability 0	Physical hazards 0	Personal protection B

Prepared By Regulatory Affairs  
 Revision Date 08-Jan-2018  
 Revision Note No information available

**Disclaimer**

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



# Safety Data Sheet

## Advanced Nutrients Bud Ignitor

### Section 1. Identification

<b>GHS product identifier</b>	: Advanced Nutrients Bud Ignitor
<b>Other means of identification</b>	: Product Code: 2360 Formula Code: 002A
<b>Recommended use of the chemical and restriction on use</b>	: A plant nutrient used to obtain faster growth and larger yields in all kinds of growing media. Not to be used as food or feed in any forms
<b>Supplier/Manufacturer's details</b>	: Advanced Nutrients Ltd. 109-31063 Wheel Ave. Abbotsford, BC Canada V2T6H1 Tel: (604) 854-6793 Fax: (604) 854-4371 Email: <a href="mailto:info@advancednutrients.com">info@advancednutrients.com</a> <a href="http://www.advancednutrients.com">www.advancednutrients.com</a>
<b>Emergency Phone number</b>	: 24 Hour Transportation Emergency Number – CHEMTREC 1-800-424-9300 U.S.A, Canada, International

### Section 2. Hazard Identification

<b>GHS classification of the substance/mixture</b>	: Neither the mixture nor its major constituents are listed in (a) the CLP/GHS database (Table 3.1 and 3.2 of Annex VI to CLP) and (b) OSHA Laws & Regulations (29 CFR - 1910 Subpart Z: Table Z-1 to Z-3) as hazardous materials.
<b>GHS label elements</b>	
<b>Pictogram symbol</b>	: Not applicable
<b>Signal word</b>	: Not applicable
<b>Hazard statement</b>	: No known significant effects or critical hazards.
<b>Precautionary statement</b>	
<b>General</b>	: Read label before use. Keep out of reach of children. If medical advice is needed, have product container/label at hand.
<b>Prevention</b>	: Wash hands thoroughly after handling. Do not eat, drink or smoke when using this product.
<b>Response</b>	: If skin or eye irritation occurs get medical advice/attention. If in eyes: rinse cautiously with water for several minutes.
<b>Storage</b>	: Store in cool and dry place.
<b>Disposal</b>	: Dispose of contents and container in accordance with local,

<b>Other hazards (not covered the GHS)</b>	<p>regional, national and international regulations.</p> <p>: Potassium nitrate is used in the manufacture of this product. The US National Fire Protection Association (NFPA) Code 430 (1995) has classified Potassium nitrate as oxidizing material in Class 1, which slightly increase the burning rate of combustible materials, but do not cause spontaneous ignition when it comes in contact with them.</p>
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### Section 3. Composition/Information on Ingredients

<b>Substance/Mixture</b>	: Mixture
<b>Chemical identity</b>	: Not applicable
<b>Common name/synonym</b>	: Not available
<b>CAS number and other unique identifiers</b>	: Not applicable
<b>Impurities and stabilizing additives</b>	: Not applicable

Ingredient name	CAS number	% (w/w)	Classification according to OSHA Law and Regulations
Potassium Nitrate	7757-79-1	3-6	Not classified as hazardous

The chemical identity of the remaining ingredients and their exact proportions used in the mixture are a proprietary trade secret (protected by the Confidential Business Information – CBI) and, within the current knowledge of the manufacturer and in the concentration applicable, they are not hazardous to health or the environment.

### Section 4. First-aid Measures

<b>Description of necessary measures</b>	
<b>Self-protection of first-aiders</b>	: No special protection is required.
<b>General information</b>	: Remove contaminated clothing immediately. In case of accident or unwellness, seek medical attention immediately.
<b>Inhalation</b>	: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if symptoms occur.
<b>Skin contact</b>	: Flush contaminated skin with plenty of water. Get medical attention if symptoms occur.
<b>Eye contact</b>	: Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Get medical attention if irritation occurs.
<b>Ingestion</b>	: Wash out mouth with water. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If

	material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.
<b>Most important symptoms/effects, acute and delayed:</b>	
<b>Inhalation</b>	: May cause respiratory irritation. Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.
<b>Skin contact</b>	: No known significant effects or critical hazards.
<b>Eye contact</b>	: If in eyes, it causes eye irritation"
<b>Ingestion</b>	: May be harmful if swallowed
<b>Indication of immediate medical attention and special treatment needed:</b>	
<b>Notes to physician</b>	Treat symptomatically
<b>Specific treatments</b>	: No specific treatment.
See also toxicological information (Section 11)	

## Section 5. Fire-fighting Methods

<b>Suitable extinguishing media</b>	: Use an extinguishing agent suitable for the surrounding fire.
<b>Unsuitable extinguishing media</b>	: None known
<b>Specific hazards arising from the chemical</b>	: No specific fire or explosion hazard. Decomposition products may include the following materials: nitrogen oxides phosphorus oxides metal oxide/oxides
<b>Special protective equipment for fire-fighters</b>	: Firefighters may enter the area if a self-contained breathing apparatus (SCBA) and a full face piece is worn.
<b>Special protective precautions for fire-fighters</b>	: No special protection is required.

## Section 6. Accidental Release Measures

<b>Personal precautions, protective equipment and emergency procedures</b>	
<b>For non-emergency personnel</b>	: Put on appropriate personal protective equipment.
<b>For emergency personnel</b>	: If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
<b>Environmental precautions</b>	: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant

authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

### Methods and materials for containment and clean up

- Small spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Do not absorb in sawdust or other combustible material. It may lead to a fire risk when it dries out. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose via a licensed waste disposal contractor.
- Large spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Do not absorb in sawdust or other combustible material. It may lead to a fire risk when it dries out. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations. Dispose via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product.

## Section 7. Handling and Storage

### Precautions for safe handling

- Advice on general hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.
- Protective measures** : Put on appropriate personal protective equipment (see Section 8).
- Conditions for safe storage and any incompatibilities** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use



appropriate containment to avoid environmental contamination.

## Section 8. Exposure Controls/Personal Protection

### Control parameters

**Occupational exposure limits** : Not applicable according to OSHA's mandatory PELs in the Z-Tables

**Biological limit values** : None

**Appropriate engineering controls** : No special ventilation requirements. Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

**Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation.

### Individual protection measures

**Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Ensure that eyewash stations and safety showers are close to the workstation location.

**Personal Protective Equipment (PPE)** : PPE should be used in conjunction with other control measures, including engineering controls, ventilation and isolation. See Section 5 (Fire-fighting measures) of the SDS for specific fire/chemical PPE advice.

**Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts.

**Skin protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

**Respiratory protection** : Not required under normal conditions of use.

**Thermal hazards** : None

## Section 9. Physical and Chemical Properties

<b>Appearance (physical state)</b>	: Dark brown, opaque, liquid.
<b>Odor</b>	: Seaweed
<b>Odor threshold</b>	: Not available
<b>pH</b>	: 5.6
<b>Melting point/Freezing point</b>	: -3°C (26.6°F)
<b>Initial boiling point and boiling range</b>	: 100°C (212°F)
<b>Flash point</b>	: Not applicable
<b>Evaporation rate</b>	: Not available
<b>Flammability (solid, gas)</b>	: Not flammable
<b>Upper/lower flammability or explosive limits</b>	: Not applicable
<b>Vapor pressure</b>	: Not available
<b>Vapor density</b>	: Not available
<b>Relative density</b>	: 1.06 g/ml
<b>Solubility (ies)</b>	: Miscible in water
<b>Partition coefficient: n-octanol/water</b>	: Not available
<b>Auto-ignition temperature</b>	: Not applicable
<b>Decomposition temperature</b>	: Not available
<b>Viscosity</b>	: Not available

## Section 10. Stability and reactivity

<b>Reactivity</b>	: No specific test data related to reactivity available for this product or its ingredients.
<b>Chemical stability</b>	: The product is stable.
<b>Possibility of hazardous reactions</b>	: Under normal conditions of storage and use, hazardous reactions will not occur.
<b>Conditions to avoid</b>	: Keep from freezing. Avoid contact with skin, eyes or ingestion.
<b>Incompatible materials</b>	: Reactive or incompatible with the following materials: oxidizing materials and acids.
<b>Hazardous decomposition products</b>	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

## Section 11. Toxicological Information

<b>Acute toxicity</b>				
<b>Ingredient</b>	<b>Toxicity</b>	<b>Species</b>	<b>Dose*</b>	<b>Remark</b>
Potassium Nitrate	Oral LD50 Inhalation LC50 Dermal LD50	Rat	>2000 mg/kg bw	Harmful if swallowed
<b>Skin corrosion/irritation:</b> : Not-irritating to the skin.				
<b>Serious eye damage/irritation</b> : Non-irritant.				
<b>Respiratory or skin sensitization</b> : Non skin sanitizer.				
<b>Germ cell mutagenicity</b> : There is no data available.				
<b>Carcinogenicity</b> : There is no data available.				
<b>Reproductive toxicity</b> : No adverse effect.				
<b>STOT-single exposure</b> : There is no data available.				
<b>STOT-repeated exposure</b> : There is no data available.				
<b>Aspiration hazard</b> : There is no data available.				
<b>The Likely routes of exposure, health effects and Symptoms related to the physical, chemical and toxicological characteristics</b>				
<b>Eye contact</b> : No known significant effects or critical hazards.				
<b>Inhalation</b> : No known significant effects or critical hazards.				
<b>Skin contact</b> : No known significant effects or critical hazards.				
<b>Ingestion</b> : May be harmful if swallowed				
<b>Delayed and immediate effects and also chronic effects from short or long term exposure</b>				
<b>Short-term exposure</b>				
<b>Potential immediate effects</b> : No known significant effects or critical hazards.				
<b>Potential delayed effects</b> : No known significant effects or critical hazards.				
<b>Long-term exposure</b>				
<b>Potential immediate effects</b> : No known significant effects or critical hazards.				
<b>Potential delayed effects</b> : No known significant effects or critical hazards.				
<b>Potential Chronic health effect</b> : No known significant effects or critical hazards.				
<b>Numerical measures of toxicity</b>				
<b>Acute toxicity estimate</b>				
<b>Oral</b> : There is no data available				
<b>Inhalation of vapors</b> : There is no data available				

## Section 12. Ecological Information

### Toxicity

Ingredient name	Result*	Species	Exposure	Reference
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There is no data available.

<b>Persistence and degradability</b>	:	There is no data available		
<b>Bio accumulative potential</b>	:	There is no data available		
<b>Mobility in soil</b>	:	There is no data available		
<b>Other adverse effects</b>	:	No known significant effects or critical hazards		

## Section 13. Disposal Considerations

<b>Disposal of waste methods</b>	:	The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling empty containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers
<b>Contaminated packaging</b>	:	Empty containers should be recycled or disposed of through an approved waste management facility. Persons conducting disposal, recycling or reclamation activities should follow the information in Section 8 of this SDS.

## Section 14. Transport Information

Identification of ingredients according to UN Model Regulations	
<b>UN number</b>	This product is a mixture of ingredients which are not listed as 'Dangerous Goods' in Chapter 3.2 of UN Recommendations on the Transport of Dangerous Goods and/or one or more ingredients are included in the list but their mixture is exempted from the same Regulation based on the Articles 2.0.2.5 (C), 2.0.2.7 and 3.3.1 No. 208.
<b>UN proper shipping name</b>	
<b>Transport hazard class(es)</b>	
<b>Packing group</b>	



<b>Special precaution for user</b>	<b>Transport within user's premises:</b> always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.
<b>Transport in bulk</b>	Not applicable ( $\leq$ 1000L-container)

### Environmental hazards

Ingredient's name	IMDG	UN	ADR	RID	ADN
Potassium Nitrate	No	No	No	No	No

## Section 15. Regulatory Information

<b>Safety, health and environmental regulations specific for the product in question</b>	:	Not known
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## Section 16. Other Information

<b>Prepared by</b>	:	Department of Product Development, Advanced Nutrients Ltd., Canada
<b>Date of preparation (d/m/y)</b>	:	27/04/2015
<b>Version</b>	:	3
<b>Date of Revision</b>	:	03/11/2017
<b>Revised Sections</b>	:	Section 1
<b>Key Acronyms</b>	:	
<b>ADN</b>	:	The European Agreement concerning the International Transport of Dangerous Goods by Inland Waterways
<b>ADR</b>	:	The European Agreement concerning the International Carriage of Dangerous Goods by Road
<b>BW</b>	:	Body Weight
<b>IATA</b>	:	International Air Transport Association shipment of Dangerous Goods Regulation
<b>IMDG</b>	:	International Maritime Dangerous Goods code
<b>RID</b>	:	The Regulation concerning the International Carriage of Dangerous Goods by Rail
<b>SDS</b>	:	Safety Data Sheet
<b>Key Literature References:</b>		
		Convention concerning International Carriage by Rail (COTIF) Appendix C – Regulation concerning the International Carriage of Dangerous Goods by Rail (RID), with effect from 1 January 2013. Intergovernmental Organization for International Carriage by Rail (OTIF). Berne, Switzerland, 2012.
		European Chemical Agency (ECHA) 2015. Information on Chemicals: Registered substances <a href="http://echa.europa.eu/information-on-chemicals/registered-substances">http://echa.europa.eu/information-on-chemicals/registered-substances</a> .

Online Database. Accessed on March 16, 2015.

**European Agreement concerning the International Transport of Dangerous Goods by Inland Waterways (ADN), including the Annexed Regulations, applicable as from 1 January 2013.** Volume I and Volume II. ECE/TRANS/231 (Vol. I & II). UN Economic Commission for Europe-Committee on Inland Transport. New York and Geneva, 2012.

**European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), applicable as from 1 January 2013.** Volume I and Volume II. ECE/TRANS/225 (Vol. I & II). United Nations Economic Commission for Europe-Committee on Inland Transport, New York and Geneva, 2012.

**Globally Harmonized System of Classification and Labelling of Chemicals.** 5<sup>th</sup> Edition. ST/SG/AC. 10.30/Rev. 5. United Nations, New York and Geneva, 2013.

**Guidance on Labelling and Packaging Regulation in Accordance with EU Regulation 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation).** European Chemical Agency, Finland, 2011.

**International Maritime Dangerous Goods (IMDG) Code Volume 1 and 2. Incorporating Amendment 33-06, 2006 Edition.** International Maritime Organization. London, 2006.

**OSH Answers Fact Sheets. Canadian Centre for Occupational Health and Safety.** [http://www.ccohs.ca/oshanswers/chemicals/oxidizing/oxidizing\\_hazards.html](http://www.ccohs.ca/oshanswers/chemicals/oxidizing/oxidizing_hazards.html)  
Accessed on April 08, 2015.

**OSHA Law and Regulations. Occupational Safety and Health Standards 29 CFR: 1910.** <https://www.osha.gov/law-regs.html> Accessed on April 15, 2015.

**Recommendations on the Transport of Dangerous Goods – Manual of Test and Criteria.** 5<sup>th</sup> Edition. ST/SG/AC. 10/11/Rev. 5. United Nations, New York and Geneva, 2009.

**Recommendations on the Transport of Dangerous Goods – Model Regulations.** 18<sup>th</sup> Edition. Volume I and II. ST/SG/AC. 10/1/Rev. 18. UN, New York and Geneva, 2013.

**Regulation (EC) No. 1272/2008 of the European Parliament and of the Council** on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006. Official Journal of the European Union L 353/1. 2008.

**Others :** The data here is for hazard communication to our employees, our customers and their employees and authorized regulatory agencies. For the intended purpose, this SDS may be duplicated or the data transcribed to an alternative form.

Note: The information contained herein is provided in good faith and is believed to be correct as of the date of hereof. However, Advanced Nutrients Ltd. makes no representation as to the comprehensiveness or accuracy of the information provided. It is expected that individuals receiving the information will exercise their independent judgement in determining the appropriateness for a particular period. Accordingly, Advanced Nutrients Ltd. will not be responsible for damages of any kind resulting from the use of or reliance upon such information. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or any other nature are made hereunder to which the information refers. The responsibility to provide a safe workplace remains with

the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment.

























CCLU 654348  
4561

MAX. GROSS 30 480 KG  
67 200 LB  
TARE 3 860 KG  
8 510 LB

NET 26 620 KG  
58 690 LB  
CU CAP. 76.2 CUM  
2 690 CUFT

JS  
715 258 4164









































































































**COLORADO**  
**Department of Revenue**  
Marijuana Enforcement Division

1697 Cole Blvd., Suite 200  
Lakewood, CO 80401

April 3, 2024

Pharouk Kwaku Hussein  
409 North Crestline Drive  
Lawrence, KS 66049

License Type: Owner- SE  
License # M160964

Dear Pharouk Kwaku Hussein,

The purpose of this correspondence is to inform you that on April 3, 2024 you were found suitable as an Owner–Social Equity Licensee per Rule 2-220(C)(2) to be a Controlling Beneficial Owner in any business licensed by the Marijuana Enforcement Division (MED). You are now eligible to apply for an ownership interest in a Colorado marijuana establishment.

To join the ownership of an existing Colorado Regulated Marijuana Business, the owner(s) of the existing establishment/business are required to submit this letter of suitability, a Regulated Marijuana Business License Change of Controlling Beneficial Owner application, supporting documents and applicable fees to the MED for approval. If you wish to open and operate a new Colorado Regulated Marijuana Business, you must submit a complete Regulated Marijuana Business License application, accompanied with all applicable fees and all supporting documents, along with this letter of suitability. To assume a position as an Executive officer or Member of a Board of Directors that control a Regulated Marijuana Business, the business must submit a Changes Exempt from a Change of Owner Application Disclosure accompanied with all applicable fees and supporting documents.

Pursuant to Rule 2-235 - Suitability (H)(2), this Finding of Suitability is valid for two years. If more than 730 days passes from the issuance of this Finding of Suitability and you have not applied to become a Controlling Beneficial Owner (including as an Executive Officer or Board of Director member) of a Regulated Marijuana Business pursuant to (1) an initial business license application or (2) a change of owner application, this initial Finding of Suitability will automatically expire without notification.

Sincerely,

Dominique Mendiola  
Senior Director



Francisco Bautista  
303 County Road 504  
Walsenburg, CO 81089

May 25, 2024

Huerfano County Board of County Commissioners  
401 Main Street  
Walsenburg, CO 81089

Dear Distinguished Commissioners,

I am writing to express my strong support for the marijuana cultivation license application requested by Focus Buds LLC at 303 County Road 504 Walsenburg, CO 81089 in Huerfano County. As a local community member, I believe Focus Bud's plans for the property are reasonable and will not have a negative impact on the surrounding community.

I understand that Focus Buds' owner Francisco Bautista has been a tax paying land owner of the property since 2018. I believe that the cultivation license should be granted. I understand that the land was previously utilized for the cultivation of hemp which is very similar to the cultivation of marijuana.

I believe that granting the license will not only benefit our neighbor Francisco, but will also be a positive development for the surrounding community. Francsico's farm will create jobs for the residents of Huerfano County, add additional agricultural industry, and contribute significantly to the County's tax revenue.

I hope that you will give the Focus Buds application your serious consideration and approve their request for a cultivation license. If you have any questions or require additional information, please do not hesitate to contact me.

Thank you for your time and attention.

Sincerely,

  
\_\_\_\_\_

Name: Anthony Morris

Address: 610 Colorado ave

Date 5/25/24



Francisco Bautista  
303 County Road 504  
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners  
401 Main Street  
Walsenburg, CO 81089

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Thank you for your time and attention.

Sincerely,

Benjamin Pedigo

Name: Benjamin Pedigo

Address: 1079 US 85 87 Lot 39

Date 05-26-24



Francisco Bautista  
303 County Road 504  
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners  
401 Main Street  
Walsenburg, CO 81089

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Thank you for your time and attention.

Sincerely,

Sophia V. Martinez  
Name: Sophia Martinez  
Address: 603 W. 8th St  
Date 05/26/24



Francisco Bautista  
303 County Road 504  
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners  
401 Main Street  
Walsenburg, CO 81089

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Thank you for your time and attention.

Sincerely,



Name: Casey Dimas

Address: 603 W 6th St Walsenburg CO

Date 5/26/24



Francisco Bautista  
303 County Road 504  
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners  
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Walsenburg, CO 81089

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I understand that Focus Buds' owner Francisco Bautista has been a tax paying land owner of the property since 2018. I believe that the cultivation license should be granted. I understand that the land was previously utilized for the cultivation of hemp which is very similar to the cultivation of marijuana.

I believe that granting the license will not only benefit our neighbor Francisco, but will also be a positive development for the surrounding community. Francsico's farm will create jobs for the residents of Huerfano County, add additional agricultural industry, and contribute significantly to the County's tax revenue.

I hope that you will give the Focus Buds application your serious consideration and approve their request for a cultivation license. If you have any questions or require additional information, please do not hesitate to contact me.

Thank you for your time and attention.

Sincerely,



Name: Jerry Martinez

Address: 603 W. 8<sup>th</sup> St. Walsenburg, CO 81089

Date 5-26-24



Francisco Bautista  
303 County Road 504  
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners  
401 Main Street  
Walsenburg, CO 81089

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I am writing to express my strong support for the marijuana cultivation license application requested by Focus Buds LLC at 303 County Road 504 Walsenburg, CO 81089 in Huerfano County. As a local community member, I believe Focus Bud's plans for the property are reasonable and will not have a negative impact on the surrounding community.

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I hope that you will give the Focus Buds application your serious consideration and approve their request for a cultivation license. If you have any questions or require additional information, please do not hesitate to contact me.

Thank you for your time and attention.

Sincerely,

Elaine Vigil

Name: Elaine Vigil

Address: 603 W. 8th St. Walsenburg, Co 81089

Date 5-26-24



Francisco Bautista  
303 County Road 504  
Walsenburg, CO 81089

May 27, 2024

Huerfano County Board of County Commissioners  
401 Main Street  
Walsenburg, CO 81089

Dear Distinguished Commissioners,

I am writing to express my strong support for the marijuana cultivation license application requested by Focus Buds LLC at 303 County Road 504 Walsenburg, CO 81089 in Huerfano County. As a local community member, I believe Focus Bud's plans for the property are reasonable and will not have a negative impact on the surrounding community.

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Thank you for your time and attention.

Sincerely,

Joel Hough

Name: Joel Hough

Address: 595 CIELO AZUL Walsenburg Co. 81089

Date 5/27/24





Huerfano County Land Use and Building Department

401 Main St  
Ste 304  
Walsenburg, CO 81089  
(719) 738-1220, x506

**PERMIT**

<b>CB-24-007</b>	<b>COMMERCIAL NEW CONSTRUCTION</b>
<b>SITE ADDRESS:</b> NO SITUS ADDRESS UNKNOWN	<b>ISSUED:</b> 06/24/2024
<b>PRIMARY PARCEL:</b> 395593	<b>EXPIRES:</b> 12/21/2024
<b>PROJECT NAME:</b> FOCUS BUDS- HOOP HOUSE	

**APPLICANT:** BLUE SKY FARMS, LLP  
12361 E CORNELL AVE  
AURORA, CO 80014-0000  
816-529-7047

**OWNER:** BLUE SKY FARMS, LLP  
12361 E CORNELL AVE  
AURORA, CO 80014-0000

**PERMIT DETAILS**

Detail Name	Detail Value
Zoning District	AGRICULTURAL
Scope of Work	Permitting hoop house
Occupancy Type	U-Utility, miscellaneous.
Construction Type	VB-Unprotected Wood Fram.
Proposed Square Footage 1	3000
Existing Structures On-Site	YES
Does project require a CUP, variance, or rezoning?	N

<b>VALUATIONS:</b>	<b>FEES:</b>	<b><u>Paid</u></b>	<b><u>Due</u></b>
U VB Utility, miscellaneous	3000.00	\$137,760.00	Commercial New Building Permit Fee \$2,349.11
<b>Total:</b>	<b>\$137,760.00</b>	Com Plan Review Fee \$1,174.56	\$0.00
		<b>Totals :</b>	<b>\$3,523.67 \$0.00</b>

**REQUIRED INSPECTIONS**

Weather Proofing	Electrical Final
Underground Electric	Building Final
Electrical Rough-In	Final



# HUERFANO COUNTY GOVERNMENT

Huerfano County, Colorado  
SPANISH PEAKS COUNTRY

Step 1: Select Payments

Step 2: Review and Submit

Step 3: Confirmation and Receipt

## Step 3: Confirmation and Receipt

### Result: Payment Authorized

### Confirmation Number: 158102815

Your payment has been authorized successfully and payment will be processed.

Huerfano County Treasurer Thanks You For Your Business. Credit Card Services provided by Huerfano County Treasurer in connection with POINT & PAY.

Signature: \_\_\_\_\_ Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

### My Bills

Description	Amount Due
BLDG INSP payment of \$3,523.67	\$3,523.67
<b>Subtotal:</b>	<b>\$3,523.67</b>
<b>Convenience Fee:</b>	<b>\$90.00</b>
<b>Total Payment:</b>	<b>\$3,613.67</b>

### Customer Information

First Name: Pharouk  
 Last Name: Hussein  
 Address Line 1: 409 n crestline  
 Address Line 2:  
 City: Lawrence  
 State: Kansas  
 Zip Code: 66049  
 Phone Number: 7854237764  
 Email Address: Pharouk@asalsports.org

### Payment Information

Payment Date: 06/23/2024  
 Card Type: Visa  
 Card Number: \*\*\*\*\*8436

Print

Finished

CB 24-007

Huerfano County  
 Land Use Department  
 0010.2100





## Huerfano County Board of County Commissioners Staff Report– Marijuana Cultivation License ML-24-001- Focus Buds

Meeting Date June 25, 2024

### Application Summary:

Focus Buds is applying for a Retail Marijuana Cultivation License to cultivate marijuana on a property with existing facilities, including a greenhouse, hoop house and water storage tanks. The property was used to grow hemp between 2017-2019, but due to market conditions, has been unused since 2019. The 107.85-acre property (parcel no. 395593) is zoned Agricultural and located adjacent to the Spanish Peaks Village subdivision, and just north of the County-owned Rio Cucharas Inn. Access to the property is off County Road 504.

The property is owned by Blue Sky Farms, a CBD company that has two properties in Huerfano County. Blue Sky Farms is leasing the property to Focus Buds, a new company formed for the purpose of the proposed operation.

### Project Narrative:

Focus Buds proposes to grow retail marijuana in an existing facility formerly used to grow hemp. The site has a greenhouse, a hoop house, water storage cisterns, a trimming room and two shipping containers for storage. The operation anticipates growing two to three indoor crops per year in the greenhouse and hoop house located on the property. The anticipated size of the crop will be around 1,000 producing plants and will employ six full-time-equivalent employees, including two full-time growers, two permanent trimmer positions at 30-hours/week, and three part-time positions for accounting and marketing. Pharouk Hussein, who owns 51% of Focus Buds, and Joel Hough, who resides in the County and is currently taking care of both of Blue Sky Farms' properties will be employed, contributing to the 51% local labor requirements.

All cultivation will take place indoors. In the greenhouse, a hydroponic system will be used; in the hoop house, crops will be grown in grow boxes. Carbon filters will be used to mitigate odors from the facility. During harvest times the filtration system will be augmented with an additional portable filtration system. The facility has over 20,000 gallons of water storage capacity and will rely on hauled water from Ojo Springs Drilling and Well Service. There is a residential well located on the property, but it is not operational and cannot be used for Cannabis operations.

Focus Buds is a participant in a state social equity program for minority-owned business. This enhances eligibility for grants, helps to expedite and reduce fees with the state licensing process. Based on initial revenue projections the applicant anticipates that roughly \$35,775 will be paid to the County in excise taxes in the first year of operations.



## Huerfano County Land Use Department

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



### **Security:**

Security cameras and lighting are to be installed around all entrances, exits to structures, including shipping containers.

### **Comprehensive Plan Compliance:**

The 2018 Huerfano County Comprehensive Plan has several elements that pertain to this application. Including:

#### **Land Use and Growth:**

**LG 1.1:** Strive to maintain low impact agricultural uses in the County.

**LG 1.2** Accommodate residential, commercial and industrial land uses in the County.

**LG 2.1:** Ensure that new development under the jurisdiction of the County is appropriately located with adequate access to utilities and services.

#### **Economic Development:**

**ED 2.1:** Require commercial and industrial development and uses to occur in locations that will benefit the County and minimize land use conflicts.

**ED 5.4:** Repurpose existing major private and public facilities which are currently unused or underutilized.

#### **Water Resources:**

**WR 1.4** Applicants should avoid reliance on “Haul” water for which a firm contract for a specific amount of water over a specified period of time has not been entered into with the water provider.

#### **Code of the West -- Agriculture:**

1. It is possible that adjoining agriculture uses can disturb your peace and quiet.

6: ...If you choose to live among the farms and ranches of our rural countryside, do not expect County government to intervene in the normal day-to-day operations of your agribusiness neighbors.

### **Impacts and Mitigation:**

Odor: All proposed cultivation will be indoors, and air filtration systems installed on both the greenhouse and hoop house. The applicant stated that when the facility was in operation for the production of hemp from 2017-2019, no complaints from neighbors were received. Hemp and marijuana have similar impacts in terms of odor.

MSDS sheets: Alcohol Wipes, Antibiotic ointment, CO2 Safety, Clorox regular bleach, Essential, everyday ammonia cleaner, Advanced Nutrients Bud Ignitor

Traffic generated will consist of up to three employees. Often not all three will be present on site at the same time. If all three are present and leave for a lunch break, it would generate 12 trips per day on CR 504.



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Lighting: MED regulations require that security cameras be capable of identifying activity and individuals occurring within 20 feet of all points of ingress and egress. Outdoor lighting will be designed to balance requirements of dark skies regulations with MED security needs. The lighting plan submitted with this application includes the following measures:

1. Shield all fixtures over 175-watts
2. Limit pole-mounted light to under 25-feet
3. Design and locate lights to prevent objectionable light at and across property lines and to prevent glare at any location on or off the property
4. Light not to exceed 5 foot-candles and directed at designated areas.

Indoor lighting: During the vegetative stage of growth, plants require up to 18-hours of light per day, while during the flowering stage, they require 12-hours of light per day. When days are short, such as during the winter, indoor lighting will be used. To prevent this from causing disruptive light pollution, the following measures will be taken to prevent indoor light from being visible outside the greenhouses:

1. Light abatement screens
2. Vertical, retractable light-restricting screens
3. Specialized overhead screens

Water: Water for this project will be hauled from Ojo Springs Drilling and Well Service and stored in cisterns on site. The Division of Water Resources has submitted a letter for this case, WDID 1670001, affirming the legal source of water, in which disapproval of the application based solely on its ability to operate using a legal source of water is *not* recommended.

### **Completeness:**

Submittal requirements are laid out in Section 5.01 of the Marijuana Ordinance. All required documents have been submitted with this application.

All structures are required to have certificates of occupancy. Huerfano County records show that a final inspection was conducted, but no record of a certificate of occupancy could be found. A re-inspection of the property was conducted on June 5, 2024 and a certificate of occupancy is pending electrical, plumbing and gas finals. There is an un-permitted hoop house on the property approximately 100ft x 30ft. To come into compliance, the applicant must apply for a building permit, have the structure inspected and address any issues that may be identified. There are also two un-permitted shipping containers. To come into compliance, applicant must apply for a conditional use permit for shipping containers. There is also a camper that shows signs of being lived in and for which no camping permit has been issued. If the camper is being lived in for more than 7 consecutive days or more than 30 days in a 12-month period, a camping permit needs to be obtained.

### **Location:**

**Context:** Located to the west of Spanish Peaks Village and just over 2,500 ft. south of the southwest portion of Rio Cucharas Phase 1. The property is separated from Rio Cucharas Phase 1 by two adjacent properties on the northern property line belonging to the Bar Spear Ranch and Mountain



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Lake Ministries. To the west and south of the property is a parcel owned by Michael Baudendistel, and to the south, the property is adjacent to the Rio Cucharas Inn, owned by the County. The property adjacent to the Rio Cucharas Inn, owned by Rhonda Jean Shafer, is part of the Spanish Peaks Village subdivision. The property also has a frontage and access on CR 504.

The facility is located in the northwest corner of the parcel. The closest properties to the facility are the property owned by Michael Blaudendistel and the Bar Spear Ranch. Both of these properties are agriculturally zoned and contain neither any dwellings or structures.

There is a dyke running NE/SW across the property that creates a visual separation between the facility and neighbors to the south and east (see dashed white line on vicinity map). The dyke running across the property blocks the view of the facility from adjacent properties. Below is a photo taken from the entrance to the property from CR 504: the facility is on the other side of the dyke, which appears as a ridge in the photo below, and which is marked with a white dashed line in the vicinity map below (Figure 2).

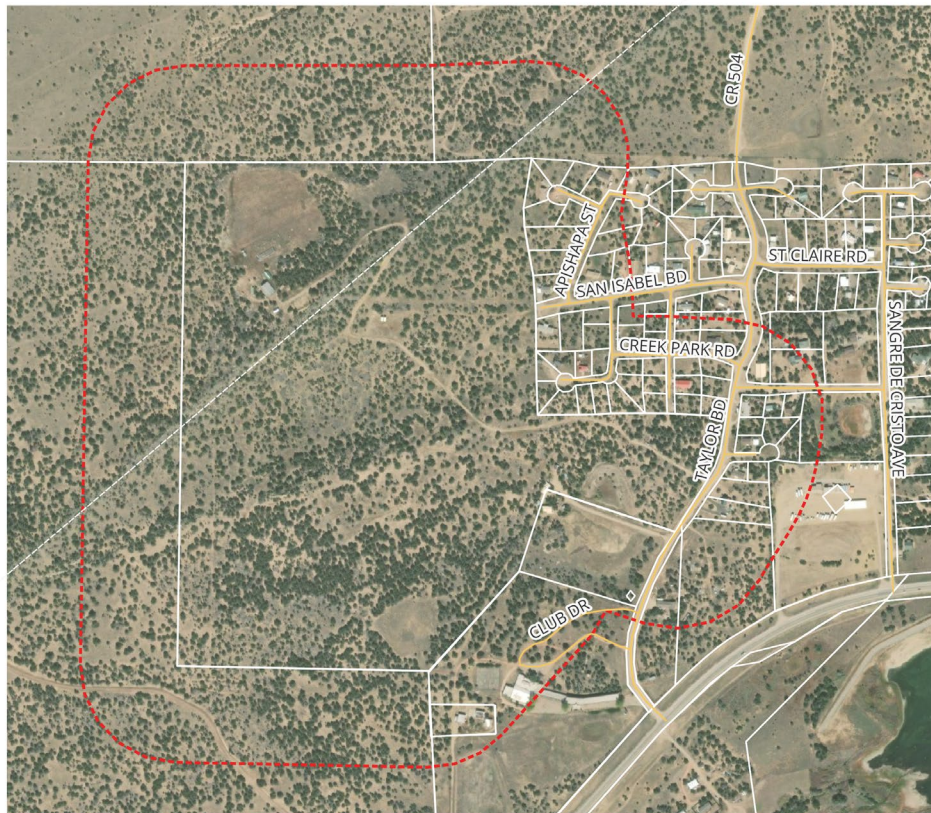


*Figure 1: From front gate, dyke is visible in the background.*



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*Figure 2: Vicinity Map: Red dashed line shows 500 ft. buffer around property; white dashed line shows location of dyke that bisects property. Facility is located in the northwest corner of property.*

**Location criteria established in Ordinance 23-001:**

1.08.01 No License may be issued to operate a Medical or Retail Marijuana Cultivation Facility in a Residential zone district, or operate a medical or retail marijuana store, manufacturing facility or testing facility as a "home occupation" under the Huerfano County Zoning Regulations.

- The proposed project is zoned agricultural and is not a home occupation.

1.08.02 When the Local Licensing Authority has reason for concern that an adjacent use may not be compatible with the proposed use, a statement of no opposition from adjacent property owners may be requested by certified mail to addresses listed with the Assessor, which shall include a description of the scope of the project to be licensed, information on where application materials can be found for review, and how to respond. If no response is received within 30 days, it shall be considered a de facto statement of no opposition.



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- Adjacent uses to the north and west are vacant agriculturally zoned parcels. To the east is the Spanish Peaks Village subdivision. To the South is the Rio Cucharas Inn property owned by the County.

1.08.03 Proposed new cultivation facilities located within three miles (3) of a municipality boundary shall have an extraterritorial commercial water tap from said community. An approved contract with the municipality for said water tap must be included in the application at the time of the initial submittal or the application shall not be accepted. The water line must be permanently installed from the municipality to the facility prior to the issuing of a Certificate of Occupancy.

- Property is approximately 4.4 miles from the Walsenburg City Limits.

1.08.04 Any new cultivation facilities located more than three miles (3) of a municipality must demonstrate a physical, legal source of water approved by a Division 2 Engineer from the Colorado Division of Water Resources. Documentation of this requirement must be included in the application at the time of the initial submittal, or the application shall not be accepted.

- See letter from DWR and contract with Ojo Springs Drilling and Well Service.

1.08.05 All applications for commercial marijuana cultivation shall be sent to the Colorado Division of Water Resources, the appropriate Fire District, the Huerfano County Sheriff Department, and any other agency determined necessary by the Licensing Authority for review. Any comments by these agencies should be returned to County Staff within twenty-one (21) days of receipt of the application.

- Review agencies notified on 5/1/2024: Huerfano County Road and Bridge, San Isabel Electric, Las Animas-Huerfano County Health Department, Huerfano County Sheriff, Huerfano County Noxious Weed Manager, Huerfano County Assessor, Huerfano County Finance, Huerfano County Treasurer, Huerfano County Soil Conservation District and the Huerfano County Fire Protection District. There were no comments/concerns received by the above mentioned referral agencies.

1.08.06 No license for retail or medical marijuana stores will be issued within three (3) miles of a municipality boundary.

- N/A – this is for a cultivation license.

1.08.07 Retail or medical marijuana stores, testing facilities and infused products manufacturers not located in a Commercial or Industrial zoning district and not operating as a dual operation with a cultivation facility shall have a water supply provided by a municipal or communal water utility.

- N/A – this is for a cultivation license.

### **Nuisance considerations:**

**Noise:** No part of proposed operations presents a potential source of noise.

**Dust:** Proposed operations will not create dust.



## Huerfano County Land Use Department

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**Odors:** Both the greenhouse and hoop house will be equipped with air filters. During harvest times, a portable filter will be used in addition to installed filter system.

**Light:** See lighting plan. Outdoor lights will comply with Dark Skies ordinance. During the vegetative phase of growth, grow lights will be used to extend days to up to 18 hours of light. Light from inside greenhouses will be shielded to limit impact.

**Hours of Operation:** 8am - 8pm

**Traffic:** Up to four on-site employees: 8-16 personal vehicle trips per day on CR 504.\

### Criteria for approval:

**6.01.01** Before approving a local license, the Authority shall determine that all of the following requirements have been met by the Applicant:

- (1) The appropriate application is complete and the full application, license and operating fees have been paid;
- (2) The Land Use Department has determined that the use is permitted at the Location of the Premises and the owner or operator has obtained any required approvals under the Huerfano County Land Use Regulations;
- (3) No zoning violations exist on the Premises;
- (4) All proposed signs meet the requirements of the Huerfano County Land Use Regulations;
- (5) All proposed lighting meets the Huerfano County Land Use Regulations;
- (6) Any structure in which a licensed use is located has been inspected by the Huerfano County Building Official, Building Inspector or designee, complies with all applicable Building Regulation provisions and these regulations, and all necessary building permits have been obtained;
- (7) The Premises complies with all applicable Land Use regulations including, but not limited to, driveway, grading, and setback regulations;
- (8) The Premises has all required well or water and sanitation system permits or is adequately served by public water and/or sewer;
- (9) Evidence of a legal and adequate water supply has been established;
- (10) The Premises is not subject to unresolved enforcement action by the Las Animas – Huerfano County Health Department; The Premises complies with the applicable Fire Code;
- (11) All personal property tax schedules related to the Premises are submitted timely and are complete;
- (12) All property taxes have been paid and no tax liens exist on the Premises;
- (13) All Huerfano County sales taxes have been timely reported and paid;
- (14) All Huerfano County retail marijuana cultivation facility excise taxes have been timely reported and paid;
- (15) The applicant and Premises are in compliance with all other applicable County regulations;
- (16) The application, including any required attachments and submissions, does not contain a material falsehood or misrepresentation; and
- (17) The proposed Licensed Premises are located in a Location permitted by these Regulations.
- (18) Protests from nearby residents or HOA/POAs will be considered as a potential justification for denial.
- (19) Demonstration of eligibility to receive a state license of the same type for the same activity at



## Huerfano County Land Use Department

401 Main Street, Suite 304  
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the same Location to the satisfaction of the Local Licensing Authority.

**Staff Comment:** This application addresses each aspect of the marijuana licensing ordinance requirements and includes measures to mitigate anticipated nuisances. If no additional issues that require mitigation are identified during the public hearing, staff recommends approval of this application.

Potential conditions to consider:

- Applicant must obtain a building permit and certificate of completion for the hoop house.
- Applicant must obtain a conditional use permit for the shipping containers.
- If the camper on site is to be lived in for more than seven consecutive days or 30 days in a year, a camping permit must be obtained.

Board of County Commissioners Decision:

On June 11, 2024 the Board of County Commissioners decided to continue this application until the next meeting once further information was gathered by the Land Use Staff. The following

- Emergency contact information posed on gate- finished once license is obtained
- In compliance with MED at all times as in ordinance- once land use license is approved
- Actual specifications on filters- working on putting specifications together to submit to MED and the Land Use Department
- Camper on premises- applied and paid for camping permit, possibly temporary building to be a break room (will need to follow 2021 IBC building code)
- Certificate of Occupancy- Building Department staff is working on completing
- Building permit for hoop house- in progress, application has been applied for and paid

**The BOCC may take the following actions on this application:**

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

**Attachments:**

- 1) County Application
- 2) Deed
- 3) Surety Bond
- 4) CO2 monitor controller
- 5) CO2 Regulator Instructions
- 6) Drainage Plan
  - a) Odor Control
  - b) Utilities



**Huerfano County Land Use Department**

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



- 7) Wastewater Plan
- 8) Division of Water Resources Approval Letter
- 9) Lease
- 10) Facility Diagrams
- 11) Site Plan/survey
- 12) Additional Diagram
  - a) Site plan – aerial photo with labels
  - b) Greenhouse engineered foundation
  - c) Site photo: RV as bathroom breakroom, septic tanks
  - d) Site photo: greenhouse, shipping containers
- 13) Lighting Plan
- 14) Background Check Release: Francisco Bautista
- 15) Background Check Release: Pharouk Hussein
- 16) Indemnification Waiver: Francisco Bautista
- 17) Indemnification Waiver: Pharouk Hussein
- 18) Properties within 500 ft.
- 19) MSDS: Alcohol Wipes
- 20) MSDS: Antibiotic ointment
- 21) MSDS: CO2 Safety
- 22) MSDS: Clorox regular bleach
- 23) MSDS: Essential, everyday ammonia cleaner
- 24) MSDS: Advanced Nutrients Bud Ignitor
- 25) Property Taxes and Employee Projections
- 26) MED License information
- 27) Public Comment Letter



**Huerfano County Land Use Department**  
401 Main Street, Suite 304  
Walsenburg, Colorado 81089  
719-738-1220, Ext. 506



## Huerfano County Planning Commission Staff Report – Permit #24-008 Mace Campground Meeting Type– Public Hearing

Meeting Date: May 14, 2024

### **Request:**

With this Application, Amos Mace and his representative Sky Tallman (the Applicant), requests the following:

Conditional Use Permit pursuant to LUR Section §1.06 to establish a permanent 10-unit RV campground as well as an additional 10 sites for tent and car/van camping on his property. The site is addressed at 8055 County Road 570 (Parcel Number 29097).

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

### **Key Questions to Consider:**

### **Code References**

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

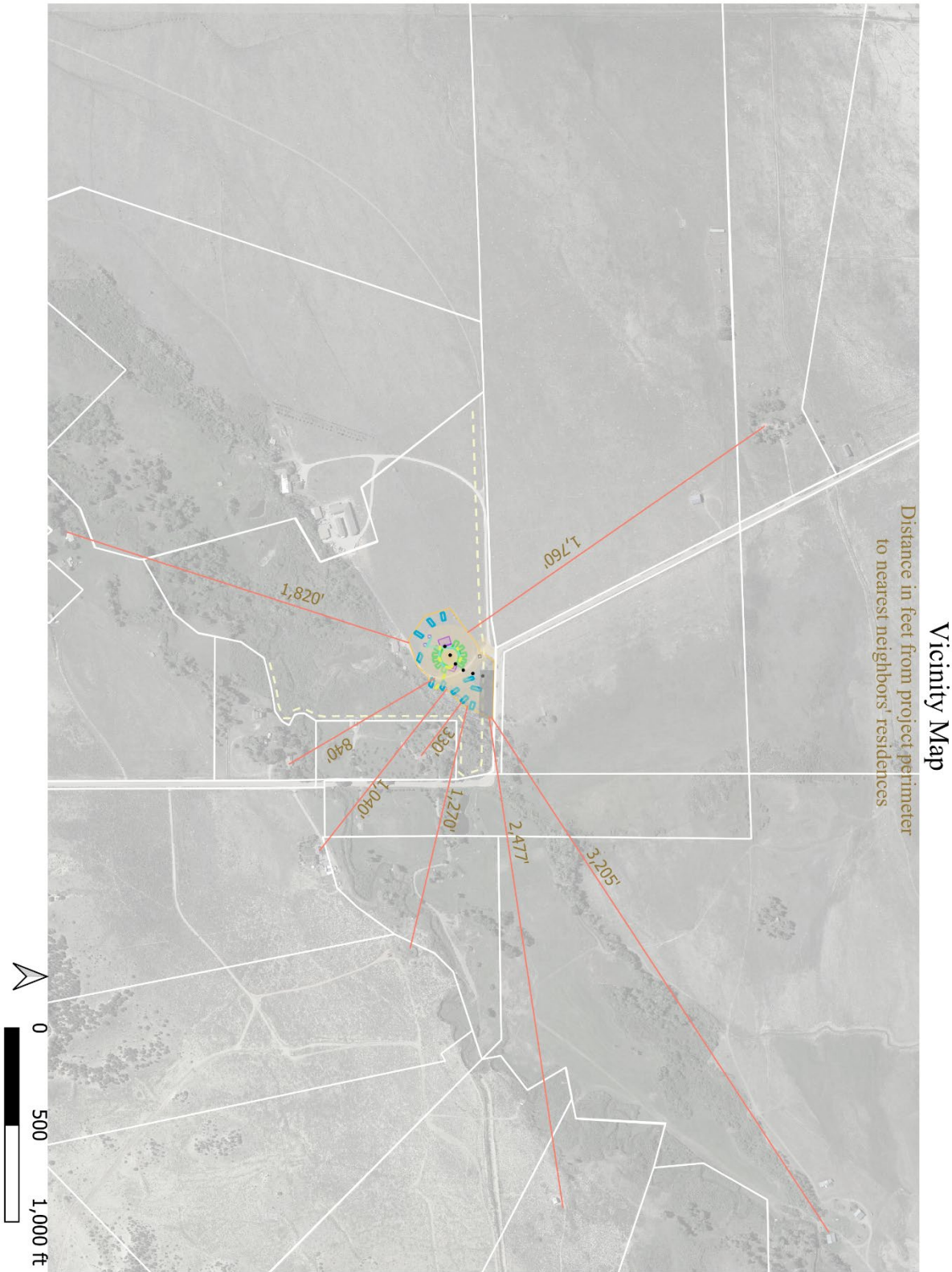
- §1.05.36– Camping areas and campgrounds, conditional use for agricultural zoning
- §1.06– Conditional Use Approval and Approval Amendment Provisions
- §1.06.01– Letter of Intent Requirements
- §1.06.02– Site Plan Requirements
- §8.02– General Process Summary for Land Use Applications
- §9.01– The County Planning Commission

### **Background**

On February 19, 2024, an Application (Conditional Use Permit), Application Fees, site plan, letter of intent, and submittals were received by the County. The Application was determined to be complete on April 10, 2024.

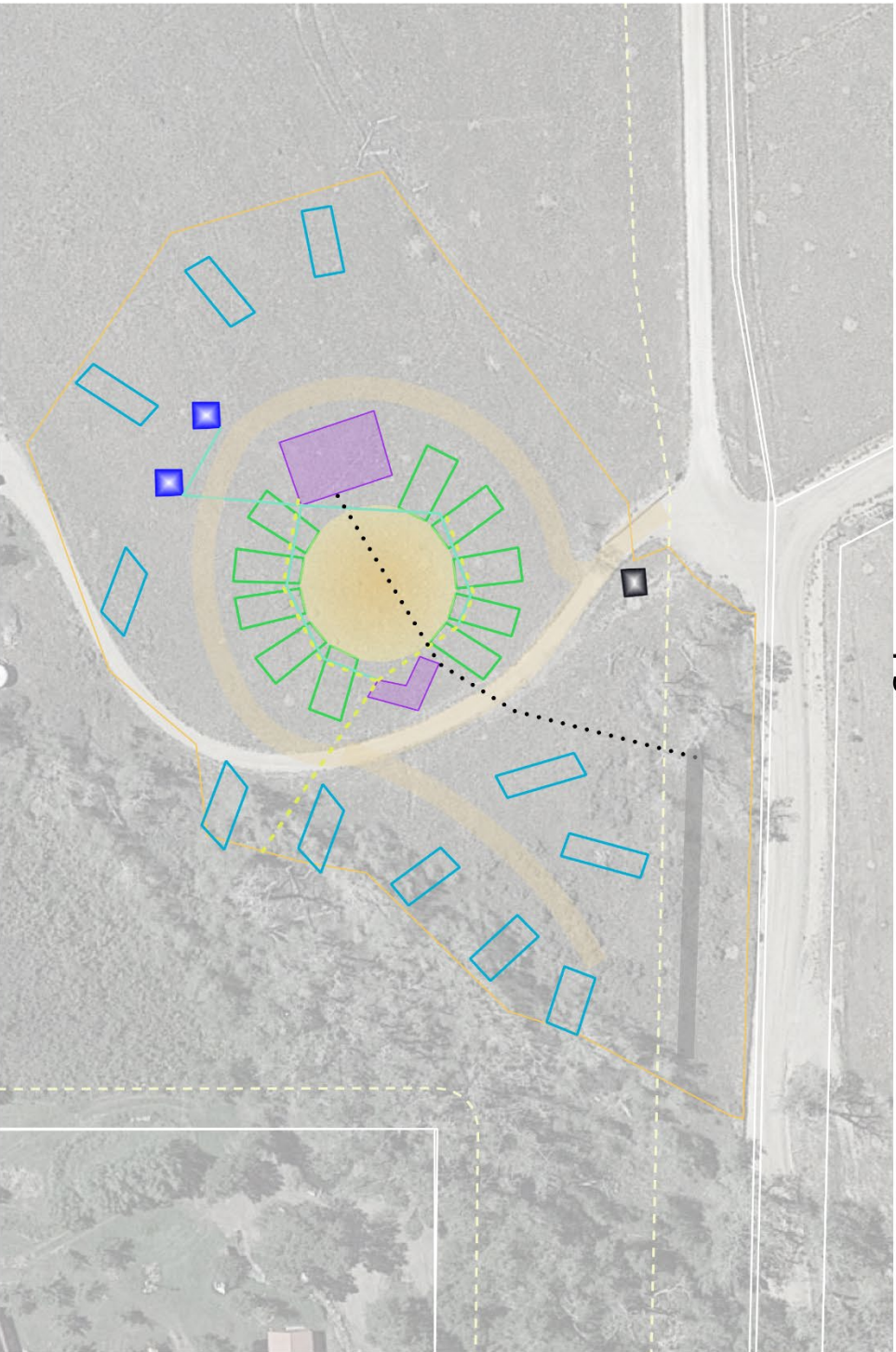


Site Map/Vicinity Map:





### Mace Campground Site Plan



- Mace Campground 3
- Water Line
- Road
- Setback
- Electric
- Sewer
- Leach Field
- Mace Campground 3
- Campsites
- Printave Sites
- Buildings
- Campground perimeter
- Well/Fill station
- Dump Station
- Plaza
- Parcels Huertano
- Google Satellite

Length of water pipe 400 ft.  
 Campsites 20'x40' organized around circular 'plaza' or common space with a radius of 48 ft.  
 Additional 10-12 printave campsites on periphery, spaced farther apart.  
 Two potential buildings. Northern building could be showers/bathroom and communal kitchen. Larger building to south could be cartaker/attendant house; could include CS Woods gallery.  
 "Plaza" concept to encourage community interaction, shared fireplace... Buildings and camper spaces arranged to break wind.  
 Fill station near attendant house; dump station near entry.  
 60' front setback, 20' side setback  
 Perimeter area: 3.4 acres



**Referral agencies contacted:**

Huerfano County School District  
 San Isabel Electric  
 Division of Water Resources  
 Parks and Wildlife  
 Huerfano County Health Department  
 Upper Huerfano Fire Protection District  
 Huerfano County Economic Development  
 Huerfano County Tourism  
 Huerfano County Sheriff  
 Spanish Peaks Regional Health Center  
 Forest Service  
 Southern Colorado COG  
 Upper Huerfano Soil Conservation District  
 Huerfano County Water Conservancy District  
 Noxious Weeds

Please see attached comments from referral agencies and citizens.

**Commission Action:** On April 25, 2024 the Huerfano County Planning Commission voted unanimously to recommend to the Huerfano County Board of County Commissioners for approval of the Malachite/Mace Campground with the following conditions:

- A groundwater permit authorizing commercial uses issued by the Colorado Division Water Resources, received to the CDWR Division 2 Office by email and
- Documentation that said commercial -use permit, once issued, has been included and able to operate within Huerfano County Water Conservancy District's Regional Augmentation Plan, operating under Case number 13W3062, received to the CDWR Division 2 Office, by email.

To follow all the requirements as set forth by the Las Animas-Huerfano County Health Department which includes:

1. The bulk water station that will serve water to the public and also the water provided for the campers must meet the requirements of: CDPHE Regulation WQCD Regulation 11.
2. The OSWT for this commercial use must be designed by a Registered Professional Engineer as required in regulation 43 (43.8L.1.a) If the total volume of the sewage should exceed 2,000 gallons per day, it shall be under the jurisdiction of CDPHE and Regulation 22.
3. The Dump Station-Must be designed and constructed such that it has adequate volume (2000 gallons or more) and is also equipped with a visible and audible alarm (Regulation 43, 43.12.C.9) There shall be a written agreement between facility and a licensed wastewater pumping company to assure that pumping will be conducted on a routine basis. Although not mentioned in this narrative, if food is prepared or dispensed to the patron's restaurant/snack bar or grocery store (retail food establishment), the jurisdiction falls under the authority of the Las Animas-Huerfano Counties Health Department and the appropriate paperwork, licensing and inspections shall be required.



These requirements are the minimum required for this type of proposal, there may be more as the project unfolds.

Have the Huerfano County Noxious Weed Manager evaluate the proposed campsite and make any recommendations if needed.

**Recommendation:**

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

**Enclosures**

- Application Materials:
  1. Site Plan
  2. Vicinity Map
  3. Letter of Intent
  4. Deed of Trust
  5. Notice of Inclusion



Land Use Application #24-008  
Campground Conditional Use Permit  
**Attachment 1 - Application**





Huerfano County Land Use and Building Department

401 Main St  
Ste 304  
Walsenburg, CO 81089  
(719) 738-1220, x506

**PERMIT**

**LU-24-008**

**CONDITIONAL USE PERMIT**

**SITE ADDRESS:** CO RD 570 UNKNOWN  
**PRIMARY PARCEL:** 29097  
**PROJECT NAME:** MACE CAMPGROUND

**ISSUED:**  
**EXPIRES:**

**APPLICANT:** Tallman, Sky  
403 S Animas  
Trinidad, CO 81082  
505-265-0673

**OWNER:** MACE, AMOS  
8055 COUNTY ROAD 570  
GARDNER, CO 81040-0000

Detail Name	Detail Value
Conditional Use Permit Type	General Permit
Detailed project description	RV campground with ten sites with hookups and ten sites without hookups for tents or vans.
Number of Spaces (Mobile/Manufacture Home Park Only)	10
Do you want to schedule a pre-application conference?	No
Parcel (Schedule) Number (Available from Assessor):	29097
Please enter Parcel Area (Acres)	38.27
Zoning	AGRICULTURAL
Land Owner's Phone Number (if applicable or enter N/A)	970-309-1799
Applicant's Phone Number (if different from above or enter N/A)	N/A
Description of the current land use(s) on the property, the characteristics of the land within the property boundaries, and any current land uses on all adjoining property.	Property has one dwelling connected with a driveway. A second driveway connects to the applicant's home on the adjacent parcel. There is a ~30-foot drop in elevation on the east side of the property.
Is your project in one of the HOA/POAs listed?	1-MY HOA/POA IS NOT LISTED
I understand that this permit does not relieve me of any obligation to follow all legally binding subdivision rules, regulations, and covenants as adopted by my property owners' association, if applicable. All documents submitted may be subject to internet publishing.	I acknowledge
Is all or part of the proposed project in a 100-year flood zone?	No
Are there slopes in excess of 20% in the project area?	No
Will project require any state or federal permits?	No





**Huerfano County Land Use and Building Department**

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Is an H.B. 1041 Permit Required? (Applies to site selection for: airports, mass transit, highways/interchanges/collector highways, public utility facilities, new communities, municipal/industrial water projects, and use of geothermal resources.)

No

I hereby certify that this Application is made with full knowledge of the design standards, all fees, procedures, public hearing and meeting requirements contained in the Huerfano County Land Use Regulations. Furthermore, I understand that all land use permits are non-transferable, unless specifically approved by the Huerfano County Board of County Commissioners.

I Certify

The Board of County Commissioners may impose permit transfer fees as it deems appropriate. I also understand that issuance of a permit does not relieve me of the requirement to comply with all federal, state, and local laws as well as all relevant subdivision regulations, declarations, and covenants. All documents submitted may be subject to internet publishing.

I Certify

**CONDITIONS**

\* Below are descriptions of the requirements for the Site Plan and Letter of Intent listed in the "submittals" section:

\* Letter of Intent:

1. A description of the proposed conditional use of the property and project activities, including all utility sources and supplies, needed to bring about that use.
2. A statement of the impacts of the proposed use on items such as roads, traffic and public safety protection services on the features of the subject property and the neighboring environment including but not necessarily limited to flora, fauna, critical wildlife habitat, wildlife migration corridors and the quantity and quality of surface and ground water resources.
3. A statement demonstrating that the proposed conditional use would be in compliance with the comprehensive plan.
4. Current land use(s), characteristics of the land, and current land use on all adjoining property.
5. Zoning of adjoining property.
6. Comprehensive Plan Compliance Statement.

\* Site Plan:

1. Map drawn to scale.
2. Location, height and approximate dimensions or envelope location of each existing and proposed structure in the proposed conditional use area.
3. Uses to be contained within existing and proposed structures; Existing and proposed building setbacks.
4. Property lines, rights-of-way, easements watercourses and other natural and historic features of the site.
5. Parking/loading plan.
6. Access Plan (roads, streets, footpaths, traffic devices, driveways and curb cuts).
7. Right-of-way dedication plan.
8. Signs, Lighting and Landscaping.
9. Utilities plan for water, sewage/septic, electrical, telephone and other utilities and facilities needed to develop the proposed conditional use.
10. Grading, storm water runoff and re-vegetation plans.
11. Phases.

<b>FEES:</b>	<b><u>Paid</u></b>	<b><u>Due</u></b>
Public Noticing		\$20.00
Administrative Fee		\$84.60
Conditional Use Application / Manufactured Home Park or Campground		\$50.00
Conditional Use Permit Fee		\$300.00
<b>Totals :</b>		<b>\$454.60</b>





**Huerfano County Land Use and Building Department**

401 Main St  
Ste 304  
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(719) 738-1220, x506

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20 February 2024

To: Sky Tallman

From: Amos Mace

RE: Application for Campground CUP on my behalf

Hello Sky,

Thank you for the planning work you've done associated with my proposed campground. I'm very happy to get this project into its next steps. Please start the process of applying for the Huerfano County Condition Use Permit as my representative. Let me know if there is any further documentation that I need to provide you to facilitate the application process.

Thank You! – Amos Mace



## Malachite RV Park

This proposal is for a 10-space RV-campground on a property near Malachite/Gardner off of County Road 570, zoned Agricultural. In the Agricultural zone, a campground requires a conditional use permit (see: 1.05.36). There will be ten RV sites equipped with electric and water hookups, and an additional ten sites with no hookups to be used for tent and van camping. There will be a separate structure for bathrooms, showers and a common kitchen area for guests. The project will create one seasonal job, employing an on-site manager who will occupy a 1,200 square-foot dwelling to be constructed as part of this project, with the potential for an attached gallery space to display CS Woods products.

The campground will be situated on roughly 3.4 acres in the northeast portion of a 38.27-acre parcel. The campground will be located on an open field at the edge of the cottonwood forest that forms part of the riparian area along the Huerfano River.

The campground will be marketed to visitors who are coming to the area to visit the wolf sanctuary and/or hike over Mosca Pass. Currently, the wolf sanctuary is unable to accommodate campers, which discourages many people from visiting the site. Providing a campground for those who want to experience the wolves will help to support that project and generally bring more tourism to the Gardner area. The second activity that will be promoted is for groups who want to hike the Mosca Pass. The operator will arrange for a shuttle to drop off and/or pick up visitors on either side of the pass, which can include visits to the Sand Dunes or hot springs, and then bring visitors back to Huerfano County to camp.

### Property History:

The main residence on the adjacent property, owned by the applicant, was built between 1886-1892 by the Sharp family. The family raised cattle and ran a trading post where he traded tobacco and clothing in the valley on what was known as the Buzzard Roost Ranch.

The property has been owned by the Mace family since 1976, when Stuart Mace came from Aspen and settled on the site to start the non-profit Malachite Farm School intended to keep alive and teach organic farming techniques. The school lasted for about 15 years. While in operation, there were often 60 to 70 people on site, working, learning and visiting the site. The applicant's residence adjacent to this parcel was the former school building, built as an extension onto the original Sharp residence. The family established Malachite Inc., which was later re-established in the late '90s as a wood mill that has grown into a successful business that supplies high-end milled wood to furniture makers and carpenters. The mill employs between 8 to 10 people and is a significant economic activity in the area, making CS Woods a significant consistent source of employment in this part of the County since 1976.

Wheat was once grown on the site before the topsoil blew away during the Dust Bowl in the 1930s. The topsoil has never recovered and still to this day, the soil will not support such crops. There are the remnants of a former grist mill on the site.

### Comprehensive Plan Compliance

This project supports goals outlined in the 2018 Comprehensive Plan that specifically encourage the development RV camping as an economic development activity.

The following excerpts from the 2018 Comprehensive Plan relate to this project.

- GOAL PSA.2: ENCOURAGE TOURISM AND RECREATIONAL OPPORTUNITIES IN THE COUNTY TO MEET THE NEEDS OF THE CITIZENS AND VISITORS.



- Economic Development – Introduction:

The County will ensure that businesses are appropriately located to prevent land use conflicts and are well-designed with a focus on sustainability. Ultimately, the County seeks to find a balance between economic vitality and its rural character to preserve the natural environment and high quality of life.

The appropriate location of businesses should be determined primarily by business developers themselves, subject to the rights of neighbors, and only secondarily by county regulations. Forcing businesses to locate in pre-determined business or industrial parks should be a last resort.

- GOAL ED.1: ENCOURAGE THE RETENTION AND EXPANSION OF EXISTING BUSINESSES AND THE ATTRACTION OF NEW BUSINESSES THAT WILL BENEFIT THE COUNTY.
  - Policy ED.1.3.: Encourage tourism-oriented businesses and organizations and branding (including “Spanish Peaks Country”) in the County.
  - Policy ED.1.10: Encourage development of well maintained RV parks throughout the County.
- GOAL ED.4: ENCOURAGE RECURRING RECREATIONAL AND ARTISTIC EVENTS WHICH ENHANCE LIFE IN HUERFANO COUNTY AND CREATE BUSINESS GROWTH IN OTHER ECONOMIC SECTORS
  - Policy ED.4.2: Develop and promote outdoor recreation and tourism opportunities throughout Huerfano County including but not limited to hiking and historic trails, historic sites, birding, virtual tours, reopening Grandote Golf Course, non-motorized outdoor sports, endurance rides, and clays courses

### Potential Impacts and Mitigation

Within ¼ mile of the proposed campground along County Road 570, there are seven properties that border on the road, three of which contain dwellings. The closest neighbors to this project, Manuel and Sara Garcia, have a home that is about 330 ft from the perimeter of the project. Between the Garcia residence and the proposed camp sites and buildings, there is a thick grove of cottonwoods and a significant elevation change. In the winter, when there are no leaves on the trees, the Garcia residence is not visible from the proposed campsites (see photo to the right from proposed campsite in the direction of the Garcia residence). Additionally, there





is a vertical elevation difference of about 30 ft between the Garcia residence and the proposed campground, with the campground on the high plain above the river valley. This elevation difference along with the cottonwood forest will help to reduce the amount of sound traveling from the campsite to the Garcia property.

We anticipate that the impact of noise, light or other potential nuisances to adjacent properties will be minimal. To the north and east, the distance to the nearest neighbors is nearly or slightly more than a quarter mile, and to the west is the home where the applicant lives and the CS Woods mill. To the south and southeast are a number of homes, including the Garcia residence as the closest residence, but the separation between these and the proposed campsite by a thick ribbon of cottonwoods as well as the distance from the project, should make any impacts marginal.

To help residents in the county live according to the tradition of rugged individualism, Huerfano County has also included the Code of the West in its Comprehensive Plan, which states that “the surrounding properties will probably not remain as they are indefinitely.” ... “The view from your property may change.” The Code of the West explicitly states that adjoining agricultural uses may be expected to disturb the peace and quiet, and while a campsite is not an agricultural use, the occasional disturbance that may arise might be analogous to that of occasional disturbances caused by agricultural activities.

Each campsite will be equipped with water and electrical hookups. Electrical hookups will mitigate the need for RVs to run generators. The primitive campsites will be primitive campsites reserved for tent and van camping, and would not permit the use of generators.

The type of tourism this campground intends to support will be for visitors hiking Mosca Pass and visiting the wolf sanctuary. It is anticipated that the average length of stay will be two nights. To help mitigate impacts on the surrounding area, the campground will implement the following rules:

- Lights out after 10:00 PM – to be able to appreciate the dark skies, outdoor artificial lights must be turned off by 10:00 PM.
- Noise Curfew: No music or other noise audible across campground permitted after dark. On site attendant will monitor noise and ensure that loud parties or late-night noise does not disturb the neighborhood.
- No Generators: RVs will be prohibited from running generators on site. Electrical hookups will be provided to mitigate the need to run generators.
- No open camp fires at individual campsites. A communal fire pit will be constructed in the common area where fires may be allowed when conditions allow.
- Pets: All dogs must be on leash at all times.

### **Septic/Water Use**

Leach fields must be at least ten (10) feet from the property line.

5 CCR 1002-43 delegates to local health departments the authority to regulate OWTS systems under 2,000 gallons per day. In Table 6-2, it outlines the average use in gallons per day for different types of



uses; campsites or Travel trailer park without individual water and sewage hookup per unit use an estimated 50 gallons per day; a Travel trailer park with individual water and sewage hookup per unit should be calculated at 100 gallons per day. Since this site will have water hookups, but the dump station will not be connected to the OWTS system, and will instead be a separate vault system that will be emptied as needed, a camp site with communal showers, toilets and kitchen for ten camp sites plus a single permanent residence, calculated at 75 gallons per day, should be expected to produce a flow of up to 575 gallons per day through the OWTS.

(A shower is calculated at 14.5 gpd, a toilet at 24.8 gpd)

**Traffic:** It is anticipated that guests will stay an average of two nights. If the campground is 70% full through the summer, which will generate 10-15 trips per day.

**Dump Station:** While campers will have access to facilities that should minimize the need to dump their septic tanks, a septic vault will also be constructed so that RVs can dump there for a fee. This will be a service offered to those who camp at the site, as well as to the community at large. Currently, there are no other options in the area for campers to dump their waste, and providing this service will help to reduce illegal dumping and encourage RV tourism in the area.

**Drainage:** The site is relatively flat with a slight slope toward the northeast. In the northeast corner of the property, there are some natural ponding areas where surface flows could be caught after a storm, but water does not pond here, as it infiltrates too quickly.

USGS defines the soil type on the site as Willowman gravelly sandy loam, 3 to 8 percent slopes. This soil is comprised of cobbly, gravelly alluvium and is well drained. This project will not create any additional runoff at the property line.

**Bulk Water Station:**

Independently from the campground proposal, the applicant holds the water rights to dispense \_\_\_\_\_ acre-feet of water. Included on this site plan is a plan to install a bulk water station. Many people in the area depend on bulk water for residential uses, and offering an additional station will take some pressure off of the Gardner station and offer a valuable service to the community.

The water rights to this are attached to the Huerfano County Water Conservancy District Notice of Inclusion in the Tier 1 Water Augmentation Program.

Thank you in advance for taking the time to consider this application.

Amos Mace



Land Use Application #24-008  
Campground Conditional Use Permit  
**Attachment 2 – Proof of Ownership**



### DEED OF TRUST

**THIS INDENTURE** made this 31 day of December 2020, between **Amos Mace**, whose address is **8055 C.R. 570 Gardner, Colorado 81040**, hereinafter referred to as Grantor, and the Public Trustee of the County of Huerfano, State of Colorado, hereinafter referred to as Public Trustee; for the benefit of **Alan Eric Mace (Beneficiary)**.

**WITNESSETH THAT Amos Mace** has executed a Promissory Note, of even date for the principal sum of \$60,000.00, payable to the order of **Alan Eric Mace** whose address is 8053 C.R. 570 Gardner, Colorado 81040 after the date hereof, with interest thereon from the date thereof at the rate of 2% per annum, payable in 240 equal consecutive monthly installments of principal and interest in the amount of \$303.53 commencing January 1, 2021 and due and payable on the 1st day of each month thereafter until paid in full with a final payment due on or before December 1, 2041. Provided the outstanding balance of the Promissory Note secured by this Deed of Trust at my death shall be forgiven.

**AND WHEREAS** the Grantor is desirous of securing payment of the principal and interest of said Promissory Note in whose hands soever the said Note may be.

**NOW THEREFORE** the Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust forever, the following described property, situate in the County of Huerfano, State of Colorado, to wit:

Tract "B-1" of Lot Line Rearrangement of Tracts "B" and "C" of Boundary Survey of Tracts A-G, recorded October 15, 1998 Reception No. 336204, Map No. 17-S-293 in Pocket 24 and Folder 1; Huerfano County Records. Said Lot Line Rearrangement having been recorded May 30, 2002, Reception No. 354140, Map No. 17-S-523 in Pocket No. 29 and Folder No. 1; Huerfano County Records, tract "B-1" being located in the SE 1/4, Section 31, Township 26 South, Range 70 West, 6<sup>th</sup> P.M., Huerfano County, Colorado being more particularly described as follows:

Beginning at the E 1/4 corner of said Section 31; thence S 00° 08' 17" E, along the East line of said Section 31, a distance of 181.50 feet; thence S 89° 51' 43" W, a distance of 330.00 feet; thence S 00° 08' 17" E, a distance of 772.24 feet, to a point on the northerly bank of the Huerfano River; thence S 48° 36' 53" W, along the said northerly bank, a distance of 1274.28 feet; thence N 07° 58' 41" W, a distance of 728.27 feet; thence N 48° 15' 53" E, a distance of 300.48 feet; thence N 18° 03' 02" W, a distance of 237.72 feet; thence S 73° 25' 56" W, a distance of 309.98 feet; thence N 33° 33' 25" W, a distance of 794.68 feet to a point on the North line of the said SE 1/4; thence N 87° 47' 43" E, along the said North line a distance of 1972.12 feet, to the Point of Beginning. SAID PARCEL OF LAND CONTAINS 38.27 ACRES, MORE OR LESS.

LESS: The Right-of-Way of county Road No. 570

**TO HAVE AND TO HOLD** the same, together with all and singular the privileges and appurtenances thereunto belonging, in trust nevertheless, that in case of default in the payment of said Note or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said Note, or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the Beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and may elect to advertise said property for sale, and demand such sale by filing a notice of election and demand for sale with the Public Trustee. Upon receipt of such notice of election and demand for sale, the Public Trustee shall cause a copy of the same to be recorded in the recorder's office of the county in which said property is situated. The Public Trustee shall then give public notice of the time and place of sale by advertisement to be published for four weeks (once each week for five successive weeks) in some newspaper of general circulation at that time published in the county or counties in which said property is located. A copy of such notice shall be mailed within ten days after the date of the first publication thereof to the Grantor at the address given herein, to such persons appearing to have acquired a subsequent record interest in said property at the address given in the recorded instrument, and to any other persons as may be



provided by law. It shall and may then be lawful for the Public Trustee to sell said property for the highest and best price the same will bring in cash and to dispose of the same (en masse or in separate parcels, as the said Public Trustee may think best), together with all the right, title and interest of the Grantor therein, at public auction at any place as may be specified by statute and designated in the notice of sale. The Public Trustee shall make and give to the purchaser of such property at such sale, a certificate in writing containing a description of such property purchased, the sum paid therefor, a statement that said purchaser shall be entitled to a deed therefor, unless the same shall be redeemed as is provided by law; and in the event of a continuance of the sale, a recital that the sale was duly continued. The Public Trustee shall, upon demand by the person holding the said Certificate of Purchase, when said demand is made or upon demand by the person entitled to a Deed to and for the property purchased at the time such demand is made, the time for redemption having expired, make and execute to such person a Confirmation Deed to the said property purchased. Said Confirmation Deed shall be in the ordinary form of a conveyance and shall be signed, acknowledged and delivered by the said Public Trustee and shall confirm the foreclosure sale and sell and convey to such person entitled to such Confirmation Deed, the property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the Grantor therein. The Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the Beneficiary hereunder or the legal holder of said Note, the principal and interest due on said Note according to the tenor and effect thereof, and all moneys advanced by such Beneficiary or legal holder of said Note for insurance, taxes and assessments, with interest thereon at 8% per annum, rendering the overplus, if any, unto those persons entitled thereto as a matter of law. Said sale and said Confirmation Deed so made shall be a perpetual bar, both in law and equity, against the Grantor and all other persons claiming the said property, or any part thereof, by, from, through or under the Grantor. The holder of said Note may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

The Grantor covenants and agrees to and with the Public Trustee that at the time of the ensembling of and delivery of these presents he is well seized of the said land and tenements in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same are free and clear of all liens and encumbrances whatever except taxes for 2020 and subsequent years, easements, reservations and restrictions of record, and the above bargained property in the quiet and peaceable possession of the Public Trustee, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the Grantor shall and will warrant and forever defend.

**Until payment in full of the indebtedness, the Grantor shall timely pay all taxes and assessments levied on the property;** any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies meeting the net worth requirement of the Beneficiary hereof in an amount which will yield to the holder of the indebtedness, after reduction by co-insurance provisions of the policy, if any, not less than the then total indebtedness. Each policy shall contain a loss payable clause naming the Beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten (10) days written notice to the Beneficiary. At the option of the Beneficiary, the original policy or policies of insurance shall be delivered to the Beneficiary as further security for the indebtedness. Should the Grantor fail to insure and deliver the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the Beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of 8% per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the Grantor. In addition, and at its option, the Beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Beneficiary agree that Grantor's possession and use of the Property shall be governed by the following provisions:



**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49, U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrant to Beneficiary that: (a) During the period of Grantor' ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Beneficiary in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Beneficiary in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Beneficiary and their agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Beneficiary may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantor or to any other person. The representations and warranties contained herein are based on Grantor due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Beneficiary for indemnity or contribution in the event Grantor become liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Beneficiary against any and all claims, losses, liabilities, damages, penalties, and expenses which Beneficiary may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of trust and shall not be affected by Beneficiary' acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of the Beneficiary.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Beneficiary. As a condition to the removal of any Improvements, Beneficiary may require Grantor to make arrangements satisfactory to Beneficiary to replace such Improvements with Improvements of at least equal value.



**Beneficiary' Right to Enter.** Beneficiary and their agents and representatives may enter upon the Real Property at all reasonable times to attend to Beneficiary' interests and to inspect the Property for purposes of Grantor' compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Beneficiary in writing prior to doing so and so long as, in Beneficiary' sole opinion, Beneficiary' interests in the Property are not jeopardized. Beneficiary may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Beneficiary, to protect Beneficiary' interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

If all or any part of the property or an interest therein is sold or transferred by the Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiary may, at Beneficiary' option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall request.

**IN CASE OF ANY DEFAULT** whereby the right of foreclosure occurs hereunder, the holder of said Note or Certificate of Purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be; and such possession shall at once be delivered to the holder of said Note or Certificate of Purchase on request, and on refusal, the delivery of such possession may be enforced by the holder of said Note or Certificate of Purchase by any appropriate civil suit or proceeding, and the holder of said Note or Certificate of Purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived - and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

**IN CASE OF DEFAULT** in any of said payments of principal or interest, according to the tenor and effect of said Promissory Note or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the Grantor, then and in that case the whole of said principal sum hereby secured and the interest thereon to the time of the sale may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

**IT IS FURTHER UNDERSTOOD AND AGREED** that if a release of this Deed of Trust is required, the







Land Use Application #24-008  
Campground Conditional Use Permit  
**Attachment 3 – Proof of Water**



**GENERAL PURPOSE**  
**Water Well Permit Application**

Review instructions on reverse side prior to completing form.  
 The form must be computer generated, typed or in black or blue ink.

**1. Applicant Information**

Name of applicant

Amos Mace

Mailing address

8055 County Road 570

City State Zip code  
 Gardner Co 81040

Telephone # (area code & number) E-mail (online filing required)  
 970-309-1799 amosmace@cswoods.com

**2. Type Of Application (check applicable boxes)**

- Construct new well  Use existing well  
 Replace existing well  Change or increase use  
 Change source (aquifer)  Reapplication (expired permit)  
 COGCC Well  Other: See Exhibit 3 - Change

**3. Refer To (if applicable)**

Well permit # Water Court case #  
 Designated Basin Determination # Well name or #  
 13CW3062

**4. Location Of Proposed Well**

County  
 Huerfano County NE 1/4 of the SE 1/4

Section Township N or S Range E or W Principal Meridian  
 31 26  N  S 70  E  W S

Distance of well from section lines (section lines are typically not property lines)  
 2340 Ft. from  N  S 895 Ft. from  E  W

For replacement wells only – distance and direction from old well to new well  
 feet direction

Well location address (Include City, State, Zip)  Check if well address is same as in Item 1.

8053 County Road 570, Gardner Co. 81040

**Optional:** GPS well location information in UTM format You must check GPS unit for required settings as follows:

Format must be UTM  
 Zone 12 or  Zone 13  
 Units must be Meters  
 Easting 477503  
 Datum must be NAD83  
 Northing 4177287  
 Unit must be set to true north  
 Was GPS unit checked for above?  YES  
 Remember to set Datum to NAD83

**5. Parcel On Which Well Will Be Located**  
**(PLEASE ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL)**

A. Legal Description (may be provided as an attachment):

Please see Legal Description  
 within attached HCWCD Notice of Inclusion

B. # of acres in parcel C. Owner  
 38 Amos Mace

D. Will this be the only well on this parcel?  YES  NO (if no list other wells)

Residential Well Permit # 153904

E. State Parcel ID# (optional):

**6. Use Of Well (check applicable boxes)**

Attach a detailed description of uses applied for.

- Industrial  Dewatering System  
 Municipal  Geothermal (production or reinjection)  
 Irrigation  Other (describe): \_\_\_\_\_  
 Commercial

**7. Well Data (proposed)**

Maximum pumping rate Annual amount to be withdrawn  
 80 gpm up to 9 acre feet acre-feet  
 Total depth Aquifer  
 85' feet Alluvial

**8. Land On Which Ground Water Will Be Used**

Legal Description of Land (may be provided as an attachment):

Please see Attached HCWCD Notice of Inclusion

(If used for crop irrigation, attach a scaled map that shows irrigated area.)

A. # Acres B. Owner

C. List any other wells or water rights used on this land:

**9. Proposed Well Driller License #(optional):**

**10. Sign or Entered Name Of Applicant(s) Or Authorized Agent**

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign or enter name(s) of person(s) submitting application Date (mm/dd/yyyy)

If signing print name and title

**Office Use Only**

USGS map name DWR map no. Surface elev.

Receipt area only

AQUAMAP  
 WE  
 WR  
 CWCB  
 TOPO  
 MYLAR  
 SB5

DIV \_\_\_\_ WD \_\_\_\_ BA \_\_\_\_ MD \_\_\_\_



## GENERAL PURPOSE WELL PERMIT APPLICATION INSTRUCTIONS

**Applications must be computer generated on-line, typewritten or printed in BLACK or BLUE INK. ALL ITEMS in the application must be completed. Incomplete applications may be returned to the applicant for more information. Applications are evaluated in chronological order. Please allow approximately six weeks for processing.** This form may be reproduced by photocopying or computer generation. Reproductions must retain margins and print quality of the original form. If filing online see online filing instructions! You may also save, print, scan and email the completed form to: [dwrpermitsonline@state.co.us](mailto:dwrpermitsonline@state.co.us) For further information please visit [dwr.colorado.gov](http://dwr.colorado.gov)

**FEES:** This application requires a nonrefundable \$100.00 filing fee. Please visit [DWR's Online Form Submittal](#) web page for acceptable payment information or contact DWR at (303) 866-3581.

**USES:** This form (GWS-45) is to be used to apply for commercial, industrial, municipal, irrigation, feed lot, geothermal (see Geothermal Rules for fee requirements), recovery wells, and other uses not otherwise noted in the following list:

RESIDENTIAL use wells – Use of form GWS-44 is required  
LIVESTOCK watering on a farm, ranch, range or pasture (not feedlots) – Use form GWS-44  
MONITORING/OBSERVATION wells – Use form GWS-46  
GRAVEL PITS – Use form GWS-27  
REGISTRATION of an existing well – Use form GWS-12 (must have been in use prior to May 8, 1972)  
GEOEXCHANGE SYSTEM LOOP FIELDS – Use form GWS-72  
REPLACEMENTS OF WELLS FOR THE ABOVE USES

### **ITEM INSTRUCTIONS: (numbers correspond with those on the front of this form)**

1. The applicant is the entity for whom the permit is to be issued. Provide the applicant name and the mailing address where all correspondence will be sent.
2. Check all boxes that apply.
3. Complete all boxes that apply. If the permit is to be issued pursuant to a water court decree or a Designated Basin determination of water right, the case number or determination number must be indicated. If applying to replace or change the use of an existing well, the permit number of the existing well must be indicated.
4. The county, ¼ of the ¼ section designation, section #, township, range, principal meridian, and distances from section lines for the proposed well must be provided. (An option to providing distances from section lines and the ¼ of the ¼ section designation is to provide an accurate GPS location in UTM format. The required GPS unit settings must be as indicated on this form.) Colorado contains two (2) UTM zones. Zone 13 covers most of Colorado. The boundary between Zone 12 and Zone 13 is the 108<sup>th</sup> Meridian (longitude). West of the 108<sup>th</sup> Meridian is UTM Zone 12 and east of the 108<sup>th</sup> Meridian is UTM Zone 13. The 108<sup>th</sup> Meridian is approximately 57 miles east of the Colorado-Utah state line. On most GPS units, the UTM zone is given as part of the Easting measurement, e.g. 12T0123456. Check the appropriate box for the zone. Provide the property address of the well location if one exists. If it is the same as the mailing address, check the box next to the well location address.
5. **Please attach a current deed for the subject parcel.** Complete all boxes and provide a complete legal description of the parcel of land on which the well will be located. **If filing online please see online filing instructions for how to submit deed and or legal description attachments.**
6. Check all boxes that apply and attach a detailed description of the uses applied for.
7. Complete all boxes.
8. Complete all boxes and provide a legal description of the land areas on which ground water from the proposed well will be used. If agricultural irrigation is a proposed use, provide a map of the land area with proposed irrigated areas accurately drawn, including section numbers and section lines. A list of all other wells or water rights used on the described land must be provided.
9. The well must be constructed by a Colorado licensed well driller, an authorized individual in accordance with the Water Well Construction Rules, 2 CCR 402-2, or under the "private driller" provision as defined in CRS 37-91-102(12). A listing of licensed well drillers/pump installers is available [here](#).
10. The individual signing the application or entering their name and title must be the applicant or an officer of the corporation/company/agency identified as the applicant or their attorney. An authorized agent may also sign the application, if a letter signed by the applicant or their attorney is submitted with the application authorizing that agent to sign or enter their name on the applicant's behalf. If you filled the form out on-line you may save or print, sign, scan and email the form to the Division of Water Resources. Payment must be received via phone, fax or mail prior to processing the application.

**IF YOU HAVE ANY QUESTIONS** regarding any item on the application form, please call the Division of Water Resources Ground Water Information Desk (303-866-3587), or the nearest Division of Water Resources Field Office located in Greeley (970-352-8712), Pueblo (719-542-3368), Alamosa (719-589-6683), Montrose (970-249-6622), Glenwood Springs (970-945-5665), Steamboat Springs (970-879-0272), or Durango (970-247-1845), or refer to our web site at [dwr.colorado.gov](http://dwr.colorado.gov) for general information, additional forms, and access to state rules or statutes.



## NOTICE OF INCLUSION

This Notice of Inclusion is provided on behalf of the Huerfano County Water Conservancy District (“HCWCD”) pursuant to the terms of Paragraph 15 of the November 14, 2016 Findings of Fact, Conclusions of Law, and Judgment and Decree of the Water Court in Case No. 13CW3062, District Court, Water Division 2, State of Colorado (“Regional Augmentation Plan”).

This Notice of Inclusion concerns the requested addition of a new Participating Diversion into the Regional Augmentation Plan, whose depletions would then be included into and replaced under the terms and provisions of the Regional Augmentation Plan. The applicant seeking the inclusion of the requested Participating Diversion is Kent Mace and Amos Mace, 8055 County Road 570, Gardner, Colorado 81040 (“Mace”).

Included with and attached to this Notice of Inclusion are the following:

1. May 25, 2021 letter from Steve Smith, P.E., of Applegate Group, Inc. (“Applegate”), to HCWCD concerning completeness of the Mace application to include a Participating Diversion within the Regional Augmentation Plan.
2. May 25, 2021 engineering report from Applegate (“Applegate Report”) containing the analysis of whether Mace’s proposed uses and depletions fit within the terms of the Decree in Case No. 13CW3062 and whether Mace’s diversions can be included within the Regional Augmentation Plan as a Participating Diversion. The Applegate Report concludes that Mace’s proposed water use and depletions can be included and augmented pursuant to the terms of the Regional Augmentation Plan.
3. The application for Augmentation of Commercial Water User Diversions submitted by Mace, dated March 22, 2021, is attached to the Applegate Report.

The requested Participating Diversion for Mace is a well to be constructed upon approval of the Application for inclusion into the Regional Augmentation Plan. The well is to be located in the NE1/4 of the SE1/4 of Section 31, Township 26 South, Range 70 West of the 6<sup>th</sup> P.M.

As an opposer in Case No. 13CW3062, you have 63 days from the date of this Notice of Inclusion, for a commercial user, to file comments to the requested inclusion of Mace into the Regional Augmentation Plan as a Participating Diversion (“Comment Period”). Any comments to the Mace inclusion as a Participating Diversion must be in writing and received by the District within the Comment Period. Comments after such date may not be considered by the District. Any comments are to be submitted to all of the following:

Huerfano County Water Conservancy District  
 Attn: Carol Dunn  
 P.O. Box 442  
 La Veta, Colorado 81055  
[hcwcdistrict@gmail.com](mailto:hcwcdistrict@gmail.com)



Steven T. Monson  
Ryan W. Farr  
Monson, Cummins & Shohet, LLC  
13511 Northgate Estates Drive, Suite 250  
Colorado Springs, CO. 80921  
[stm@cowaterlaw.com](mailto:stm@cowaterlaw.com); [rwf@cowaterlaw.com](mailto:rwf@cowaterlaw.com)

Rachel Zancanella  
Supervisor for Decreed Augmentation Plan Coordinator  
Office of the Division Engineer for Division 2  
210 E. Abriendo Ave., Ste. B  
Pueblo, CO 81004  
[rachel.zancanella@state.co.us](mailto:rachel.zancanella@state.co.us)

Lori Lest  
Assistant Division Engineer  
Office of the Division Engineer for Division 2  
210 E. Abriendo Ave., Ste. B  
Pueblo, CO 81004  
[lori.lest@state.co.us](mailto:lori.lest@state.co.us)

Melissa van der Poel  
Colorado Division of Water Resources  
1313 Sherman St., Rm 818  
Denver, CO 80203  
[melissa.vanderpoel@state.co.us](mailto:melissa.vanderpoel@state.co.us)

HCWCD will take action on the Application following the expiration of the Comment Period.

Dated this 12<sup>th</sup> day of July, 2021

MONSON, CUMMINS & SHOHET, LLC

/s/ Ryan W. Farr

Steven T. Monson, #11329

Ryan W. Farr #39394

Attorneys for Huerfano County Water Conservancy  
District





*Water Resource Advisors for the West*

May 25, 2021

Carol Dunn, Administrator  
Huerfano County Water Conservancy District  
P.O. Box 442  
LaVeta, CO 81055

**RE: Application of Proposed Malachite Springs Well for Inclusion in the Regional Augmentation Plan Decreed for Huerfano County Water Conservancy District in Case No. 13CW3062**

Dear Carol:

The Huerfano County Water Conservancy District (“District”) has received an application from Kent Mace of Gardner requesting inclusion in the District’s regional augmentation plan decreed in Case No. 13CW3062 (“Augmentation Plan”). After consultation with the District’s legal counsel, Steve Monson, it has been determined that the Malachite application is complete and that, Malachite’s proposed diversions and uses fit within the Augmentation Plan and can be incorporated into the Augmentation Plan per its terms. Attached is the completed application and supporting analysis.

Sincerely,  
**Applegate Group, Inc.**

Steve Smith, P.E.  
Vice President

SS/tmk

cc: Steve Monson

Attachment: Analysis Summary Letter for Malachite Springs Well

AG#:21-107



*Water Resource Advisors for the West*

May 25, 2021

Mr. Scott King, President  
Huerfano County Water Conservancy District  
c/o Administrator  
P.O. Box 442  
LaVeta, CO 81055

**RE: Application of Malachite Springs Well for Inclusion in the Regional Augmentation Plan  
Decreed in Case No. 13CW3062**

Dear Scott:

The Huerfano County Water Conservancy District (“District”) has received an application from Kent Mace (“Applicant”) requesting inclusion in the District’s regional augmentation plan decreed in Case No. 13CW3062. That application is included as Attachment A. Pursuant to the requirements of the decree in Case No. 13CW3062, this letter describes the amount, timing and location of water use and stream depletions associated with Applicant’s proposed water use and the amount, timing and location of depletion replacement proposed to be provided by the District’s augmentation plan. If this proposal is acceptable to the District Board, the next step in inclusion of Applicant into the augmentation plan would be consultation with the Division Engineer’s Office followed by public notice per the terms of the decree.

**Applicant’s Proposed Water Use**

Applicant has prepared an application for a well permit to drill a well and to use water from that well for two purposes: sanitary facilities, cleaning, and operations of a small 4 to 6 site developed campground with no irrigated areas; and non-domestic use water tanks for general water haulage. Water use would be 10% depletive for use at the sanitary and cleaning facilities, based on onsite treatment via a non-evaporative septic system. Non-domestic water use for general water haulage is assumed to be 100% depletive. The well will be located in the NE ¼ SE ¼ Section 31, T26S, R70W, 6th P.M. Figure 1 shows the location of the well and the proposed campground. The well will be located within the Augmentation Plan Area as shown in Exhibit A to the decree in Case No. 13CW3062.

The Applicant anticipates drilling the well in the valley-fill aquifer surrounding the Huerfano River. Exhibit F to the decree for Case No. 13CW3062 indicates typical valley-fill aquifers are presented as a ½-mile buffer around the Huerfano River with additional aquifer width in the area of the proposed Malachite Well. The Malachite Well is located within the Huerfano River valley-fill aquifer. Typical parameters for valley-fill aquifers are presented in paragraph 10.2.4 of the decree for Case No. 13CW3062 and are summarized in Table 1. The aquifer width, W, was measured as the distance from the Huerfano River centerline to the edge of the alluvial aquifer and glacial moraine near the old Malachite School.



Parameter	Value	Unit
Distance from well to river, X	814	ft
Distance from river to boundary, W	2,928	ft
Distance from well to boundary, B	2,114	ft
Elevation difference, well to river	14	ft
Water table slope	1.7%	%
Saturated Thickness, b	20	ft
Hydraulic Conductivity, k	1,400	gpd/ft <sup>2</sup>
Specific Yield (aka Storage Coefficient)	20	%
Transmissivity, T (= b x k)	28,000	gpd/ft

Table 1. Aquifer Parameters for Proposed Malachite Springs Well

Applicant has estimated its water use at approximately 1 acre-foot per year at full development that will be phased-in over the course of several years. Water use will be for sanitary facilities, cleaning, and operations of a small 4 to 6 site developed campground that will have no irrigated areas. Water use will generally be in the summer months, and it was assumed that water use will occur from April through October, which is a period consistent with anticipated camping at the site. It will also be used to fill non-domestic use water tanks for general water haulage applications. Haulage purpose water use will be 100% consumptive. The place of use will be the Malachite Springs Campground, shown on Figure 1.

**Depletions**

The terms of the decree in Case No. 13CW3062 provide direction for the determination of the timing of ground water depletions. Applicant’s well will be completed in a valley-fill aquifer and is not a significantly higher elevation than the river. As a result, the Glover Method will be used to determine the timing of groundwater depletions at the Huerfano River due to water pumped from Applicant’s well. The point of depletion to the Huerfano River due to withdrawals from the valley-fill aquifer by this well is taken to be in the SE ¼ NE ¼ of Section 31, T26S, R70W. Figure 1 shows the distance from the well to the point of depletion on the Huerfano River (referred to as the X distance). Figure 1 also shows the distance from the well to the boundary of the aquifer (referred to as the B distance) where it is bounded by the edge of the alluvial aquifer and the glacial moraine near the old Malachite School. The Glover X distance is 814 feet. The Glover B distance is 2,114 feet.

The unit response function (URF) for this well was calculated using the Glover Method using the parameters in Table 1. The URFs were truncated once 95% of the depletion accumulated, and the remaining 5% of the depletion was proportionately included in the prior lagging factors to achieve 100% replacement. The resulting URF is provided as Attachment B. Month one is the month of pumping. The URFs peak in month 2 after which they slowly taper down with approximately 90% of depletions accruing to the Huerfano River within the first year. Depletions will impact the Huerfano River about 3 miles upstream of its confluence with Muddy Creek.

**Augmentation Plan**

The District has developed and operated the regional augmentation plan since 2014, originally under approved Substitute Water Supply Plans and then as decreed in Case No. 13CW3062. The augmentation plan uses the District’s ownership in the William Craig Ditch, priority number seven on the Huerfano River,



to make replacements for depletions. At this stage of implementation, full dry-up of the historical irrigated acreage has been completed, allowing 100% of the water right changed in Case No. 13CW3062 to be used for augmentation purposes.

An augmentation station has been built on the William Craig ranch to deliver a portion of the priority number seven water back to the river. Also, a recharge facility has been constructed adjacent to the William Craig Ditch to generate accretions to the river during the non-irrigation season. Total deliveries through the augmentation station, total net recharge at the recharge facility, and total depletions of plan participants that were augmented during 2020 are summarized as follows. There were 14 ac-ft of surplus credits in 2020 operations, which included approximately 35% dry-up of the HCWCD's William Craig water right. It is noted that HCWCD could use up to its full William Craig water right, which would generate an additional 120 ac-ft of historical consumptive use credits that would be available for augmentation of participants in the umbrella augmentation plan decreed in Case No. 13CW3062.

Water Year 2020 Operations	Ac-Ft
Augmentation station deliveries	24
Recharge accretions	26
Return flow replacement	26
Depletions augmented	10
Surplus credits	14

The existing facilities have been sufficient during the last seven years to provide year-round replacement of depletions attributable to the water users included in the regional augmentation plan. To further increase the capability of the augmentation plan, the District constructed a reservoir of about 46 acre-feet capacity upstream of the community of Gardner and adjacent to the Huerfano River, called the Sheep Mountain Augmentation Facility. Consumptive use credits from the William Craig Ditch will be exchanged upstream and stored in this reservoir for later release when needed to make replacement under the augmentation plan.

There were four water users included in the regional augmentation plan by decree. They were Gardner Public Improvement District, Huerfano County Road and Bridge, CO61 Water Association, and Paradise Acres Homeowners Association. Four participants have joined subsequent to the signing of the decree pursuant to paragraph 15 of the decree. The level of participation of the eight water users in 2020, that is, the acre-feet of annual consumption for which they arranged for augmentation by the District, is as follows.

Participant	Annual Consumption Contracted (AF)
Gardner Public Improvement District	5.0
Huerfano County Road & Bridge	3.0
CO61 Water Assn	0.5



Paradise Acres Homeowners Assn	0.5
Cummings	2.0
NuGro	2.0
SCG	3.0
Acme	1.0
Total	17.0

The average annual consumption by all users in the HCWCD system are as follows.

Participant	2020 Annual Consumption (AF)
Gardner Public Improvement District	4.98
Huerfano County Road & Bridge	2.95
CO61 Water Assn	0.36
Paradise Acres Homeowners Assn	0.23
Cummings	0.00
NuGro	0.72
SCG	0.35
Acme	0.25
Total	9.61

Because the newer participants are start-ups and the long lag times associated with well pumping, the participants' total depletion at the river in 2020 (9.61 acre-feet) was less than the contracted amount (17 acre-feet)

The Malachite consumption and depletion will also ramp up over a 3-year period. The Malachite application indicates the well will be developed sometime in 2021 and the sanitary and water haulage location and the campground will be built in 2022.

As noted in the decree, the average historical consumptive use associated with the District's ownership of the William Craig water right was approximately 170 acre-feet per year. The challenge is providing augmentation water on a year-round basis. For this reason, the recharge pond on William Craig Ranch was constructed and the Sheep Mountain Augmentation Facility (a 46-AF storage reservoir) was constructed. An analysis of the ability of the augmentation plan with these facilities to provide year-round augmentation through severe drought was previously conducted and the firm yield of the project, upon full dry-up, was



calculated to be 52 acre-feet per year. The participants' total depletions will remain within the firm yield of the augmentation plan.

The District is aware that other water users may apply or intend to apply to be included in the regional plan for augmentation. There are currently seven well users and one surface diverter requesting a total of 17 acre-feet. The proposed water use is summarized as follows:

Water Balance	AF/yr
Existing Participants' Contracted Depletions	17
Applicants' Requested Water Use	1
Total Proposed Water Use with Applicants' Use	18
Firm Yield	52

**Method of Replacement**

Depletions attributable to Applicant's well will affect the Huerfano River approximately five miles upstream of the town of Gardner (Figure 1). The decree in Case No. 13CW3062 allows for exchanges from the William Craig augmentation station and recharge pond upstream to the Huerfano River at Inlet to the Red Wing Augmentation Facility. This reach includes the Applicant's well depletion point, and this exchange can be used to exchange upstream of the Applicant's well depletion point to replace depletions in the appropriate time, place, and amount. Exchanges from the SMAF outlet to the Huerfano River at the Red Wing Augmentation Facility can also be used during winter months to make replacements to the Applicant's well depletion point when accretions are not available from William Craig recharge or from the William Craig augmentation station deliveries.

**Conclusion**

It is my opinion that the Applicant's proposed water use, and depletions can be augmented pursuant to the terms and conditions of the decree in Case No. 13CW3062 which authorized the District's regional augmentation plan. Please let me know if you have any questions.

Sincerely,  
**Applegate Group, Inc.**



Steve Smith, P.E.  
Vice President

cc: Steve Monson

Attachments: Malachite Springs Well Application to Join HCWCD Regional Augmentation Plan  
Malachite Springs Well URF

AG#:21-107



**HUERFANO COUNTY WATER CONSERVANCY DISTRICT  
APPLICATION FOR AUGMENTATION OF COMMERCIAL WATER USER DIVERSIONS  
HUERFANO RIVER SUBSTITUTE WATER SUPPLY PLAN AND REGIONAL AUGMENTATION PLAN  
Case No. 13CW3062**

1. Applicant's name, address, phone number and email:

Kent Mace  
8055 County Road 570  
Gardner, Co. 81040  
(719) 989-1221  
kent@cswoods.com

2. Name and description of diversion structure used to obtain water:

A new well will be drilled on the same property as, and in close proximity to, The Malachite Spring (DWR Structure ID 7902339). The new well will serve as a new point of diversion for The Malachite Spring and the water right diverted from it (CW 05CW0011)

2.1 If the structure is a well, provide the well permit number.

Well permit number will be provided upon well application submission.

2.2 If the structure is a well, attach a copy of the well permit to the application

Well Permit will be provided upon receipt of permit

2.3 Provide copies of all Water Court decrees concerning the diversion structure(s)

Will be provided once well is completed

3. Provide history, if any, of water use at this structure:

Water has been diverted from Malachite Spring for stock and domestic purposes for over a century. Diversion records as recent as 2014 are on file and available from the DWR.

4. Name, address, phone number and email of **each** owner of the diversion structure(s) and the property to be served by the structure or diversion:

Amos Mace  
8055 CR 570  
Gardner, Co. 81040  
(970) 309-1799  
amosmace@cswoods.com

5. Provide legal descriptions of **each** property to be served by the structure or diversion:

Tract "B-1" of Lot Line Rearrangement of Tracts "B" and "C" of Boundary Survey of Tracts A-G, recorded October 15, 1998 Reception No. 336204, Map No. 17-S-293 in Pocket 24 and Folder 1; Huerfano County Records. Said Lot Line Rearrangement having been recorded May 30, 2002, Reception No. 354140, Map No. 17-S-523 in Pocket No. 29 and Folder No. 1; Huerfano County Records, tract "B-1" being located in the SE 1/4, Section 31, Township 26 South, Range 70 West, 6th P.M., Huerfano County, Colorado being more particularly described as follows:



Beginning at the E 1/4 corner of said Section 31; thence S 00° 08' 17" E, along the East line of said Section 31, a distance of 181.50 feet; thence S 89° 51' 43" W, a distance of 330.00 feet; thence S 00° 08' 17" E, a distance of 772.24 feet, to a point on the northerly bank of the Huerfano River; thence S 48° 36' 53" W, along the said northerly bank, a distance of 1274.28 feet; thence N 07° 58' 41" W, a distance of 728.27 feet; thence N 48° 15' 53" E, a distance of 300.48 feet; thence N 18° 03' 02" W, a distance of 237.72 feet; thence S 73° 25' 56" W, a distance of 309.98 feet; thence N 33° 33' 25" W, a distance of 794.68 feet to a point on the North line of the said SE 1/4; thence N 87° 47' 43" E, along the said North line a distance of 1972.12 feet, to the Point of Beginning. SAID PARCEL OF LAND CONTAINS 38.27 ACRES, MORE OR LESS.

6. Location of structure or diversion (include quarter quarter, section, township, and range, and approximate feet from section lines; include a map of the location showing the diversion structure(s)):

New well will be located approximately 400' West of current Malachite Spring location. Exact location of the new well will be determined upon completion and provided to the HCWCD then.

7. GPS coordinates for structure or diversion (if available):

8. Provide a detailed description of proposed water uses for **each** property and the basis and calculation whereby you have estimated your water. Also, answer the applicable questions:

Water diverted from the new well will be used for two purposes. It will be used in sanitary facilities, cleaning, and operations of a small 4-6 site developed campground that will have no irrigated areas. It will also be used to fill non-domestic use water tanks for general water haulage applications.

- 8.1 For hotel, motel, lodge, guest ranch, cabins **with** kitchenettes– How many guest rooms and staff rooms? \_\_\_\_\_ What is the expected annual occupancy rate? \_\_\_\_\_
- 8.2 For hotel, motel, lodge, guest ranch, cabins **without** kitchenettes– How many guest rooms and staff rooms? \_\_\_\_\_ What is the expected annual occupancy rate? \_\_\_\_\_
- 8.3 For laundromats, how many washing machines? \_\_\_\_\_
- 8.4 For restaurants, with table/bar service, what is the expected average number of customers per year? \_\_\_\_\_
- 8.5 For restaurants with paper service only, what is the expected average number of customers per year? \_\_\_\_\_
- 8.6 For kennels, what is the expected average number of dogs boarded per year? \_\_\_\_\_
- 8.7 For offices, what is the square footage of finished floor space? \_\_\_\_\_
- 8.8 For campgrounds and RV parks with central public toilet and shower facility, how many campsites? 6
- 8.9 For campgrounds and RV parks with water/sewer hookups only, how many campsites? \_\_\_\_\_
- 8.10 For warehouses, what is the square footage of floor space? \_\_\_\_\_
- 8.11 For schools without cafeteria, gym and showers, how many students? \_\_\_\_\_
- 8.12 For schools with cafeteria, gym and showers, how many students? \_\_\_\_\_



- 8.13 For automobile service station without car wash, how many pumps? \_\_\_\_\_
- 8.14 For all commercial enterprises, how many square feet of irrigated lawn and garden? \_\_\_\_\_
- 8.15 For any other type of commercial enterprise, describe the number of employees, and the types of water use.

For the water haulage portion of the commercial enterprise all diversions will be counted as 100% consumptive use. The haulage of water will primarily be for use by campground users, local small scale agricultural and construction industrial water haulers, and to supplement non-domestic commercial water haulage users of the GPID water system. All water haulage will occur from an individually metered filling point.

- 8.16 For non-commercial enterprise related use, how many square feet of lawn and/or garden irrigation: \_\_\_\_\_
- 8.17 Number of single family dwellings: \_\_\_\_\_
- 8.18 Number and type of livestock and other animals: \_\_\_\_\_
- 8.19 Surface area of ponds (in square feet): \_\_\_\_\_

9. If one or more ponds are or will be present, please answer the following questions:  
Location(s) of the pond(s).

- 9.1 Location of each pond: \_\_\_\_\_
- 9.2 Surface area of each pond: \_\_\_\_\_
- 9.3 Depth of each pond: \_\_\_\_\_
- 9.4 Sources used to fill each pond: \_\_\_\_\_
- 9.5 Use of water or destination after release from each pond, if any: \_\_\_\_\_

10. Type of wastewater treatment (e.g. septic tank and leach field, evapotranspiration system, sewer line to wastewater treatment plant):

Campground will include a septic tank and a leach field for its own sanitary facilities. No general purpose black water dump will be available on site.

11. If water use will be phased-in, please describe expected timing of projected water uses:

Water usage will be phased-in over the course of a number of years. The new well will be developed sometime during 2021. Sanitary facilities and water haulage location will be built in 2022. Campground development will start in 2022 and continue.

12. If able, provide projection of volume of water use on a monthly basis for upcoming year: \_\_\_\_\_

13. What is the date the structure was first used to divert water for **each** beneficial use:

New structure to serve as point of diversion for the Malachite Spring Water Right has not been built, and thus has not yet diverted any water.

14. Does the activity for which water use is requested require permits to legally conduct operations?



Yes, business permits from the state and county will be required.

15. If the commercial activity requires permits to legally conduct operations, please list and describe what permits you currently have and what, if any, permits of which you are still in need. If there are still needed permits to be obtained, please describe why they have not yet been obtained, a description of the steps necessary to obtain them, and an estimated timeframe to obtaining such permits:

This commercial activity will require permits. The complete list of permits has not yet been determined. This activity will take a minimum of 12 months to fully plan and permit.

16. Provide a detailed description, with relevant documentation, of any existing dispute or controversy involving the diversion structure(s) or property that is the subject of this application, including any outstanding matters in dispute with the Colorado Division of Water Resources:

There are no unresolved disputes associated with the Malachite Spring Structure or its associated water rights.

17. Indicate whether you are seeking a lease (provided depletion lagging is less than 6 years) or a purchase or a lease/purchase:

Kent Mace is seeking to purchase 1 full acre foot of augmentation water to support current and future commercial activities in the Upper Huerfano Drainage area.

I understand that the Board of Directors ("Board") of the Huerfano County Water Conservancy District ("HCWCD") will rely upon the statements I have made in this Application and that such statements are subject to the provisions of § 18-8-503, C.R.S. § 18-8-503, C.R.S. states that a person commits Second Degree Perjury if he/she makes a materially false statement (*i.e.*, one that he/she does not believe to be true) while under oath with the intent to mislead a public servant in the performance of the servant's duty. I further understand such statements are subject to the provision of § 18-8-306, C.R.S. § 18-8-306, C.R.S. states that a person commits the crime of Attempting to Influence a Public Servant if he/she attempts to influence a public servant by means of deceit, with the intent to alter the public servant's decision, vote, opinion, or action concerning any matter which is to be considered or performed by him/her or the agency or body of which he/she is a member.

I understand that the Board's approval of this Application may be rescinded, whether or not the Board institutes civil or criminal proceedings against the Applicant, if it is determined that one or more of my statements herein are materially false or misleading.

The Applicant further acknowledges and understands the following:

A. HCWCD charges a non-refundable application fee for processing this Application, the amount of which is determined on a case-by-case basis; subject to paragraph G below.

B. The amount of the actual application fee will be predicated upon the fees and costs incurred by HCWCD in determining if and how to incorporate my request for water into HCWCD's substitute water supply plan or regional augmentation plan.

C. These fees and costs are the result of administrative, legal, engineering, and miscellaneous fees and costs associated with proper application processing.

D. HCWCD will provide to me an estimated application fee subsequent to my submission of this Application. After being provided the estimated application fee I may choose to decline to have the Application processed, thereby avoiding payment of any application fee.



E. If I choose to have HCWCD process my application I must pay the entire estimated application fee set forth by HCWCD before HCWCD will conduct any application processing activities.

F. That HCWCD will endeavor to provide an accurate estimate; however, I understand in some circumstances, the estimated application fee may not be the same amount as the actual application fee. The amount of the actual application fee will be determined after the completion of the application processing. By authorizing the processing of this Application, I agree to pay the actual application fee which shall be the total of all reasonable administrative costs, engineering fees and costs, legal fees and costs, and any other fees and costs incurred by HCWCD in the processing of my Application. I agree to pay the actual application fee whether or not HCWCD ultimately approves my application, or whether or not I ultimately lease or purchase water from HCWCD.

G. Any amount of the estimated application fee paid by me that is over and above the actual application fee will be returned to me upon approval or denial of my application by HCWCD. Alternatively, any amount of the actual application fee that is over and above the estimated application fee is due by me upon the completion of the Application processing.

H. If I choose to proceed with the application process there is no guaranty or representation of success or the timeliness of inclusion into the HCWCD plan. I understand that if measuring devices or other equipment are necessary for the administration or acceptance of my diversions into the HCWCD plan, that I will be responsible for such costs. Such costs will be separate and in addition to the actual application fee.

I. If my application is successfully processed to include my diversions as augmented under the HCWCD's substitute water supply plan or the regional augmentation plan, I will be required to pay the difference between the estimated application fee and the actual application fee, if any, and to sign a purchase or lease agreement with HCWCD for the provision of the temporary or permanent replacement water, as the case may be under the circumstance. This lease or purchase agreement shall set forth the lease or purchase price and the terms and provisions for inclusion within HCWCD's plan.

J. Such lease or purchase agreement shall be upon terms satisfactory to HCWCD, and I have been encouraged to inquire as to the expected terms and prices for the provision of replacement water by HCWCD.

K. All water uses and the augmentation water supplied to me by HCWCD is subject to the HCWCD legally enacted rules and regulations as they now exist and as they may be added, amended, or supplemented in the future, and I agree to be bound by and comply with all such applicable HCWCD rules and regulations.



Applicant: KENT MACE  
Title: OWNER  
Date: 3-22-21

APPLICANT:

Kent Mace

Signature

KENT MACE , OWNER

PRINT Name

Title

STATE OF COLORADO )  
COUNTY OF HUERFANO ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

**This section to be completed after Applicant is provided an estimated application fee:  
Please mark and sign only one selection.**

I hereby authorize Huerfano County Water Conservancy District to process this application, and thereby agree to pay the actual application fee.

\_\_\_\_\_  
Signature

I hereby cancel my request for Huerfano County Water Conservancy District to process this application and thereby do not incur any fees or costs.

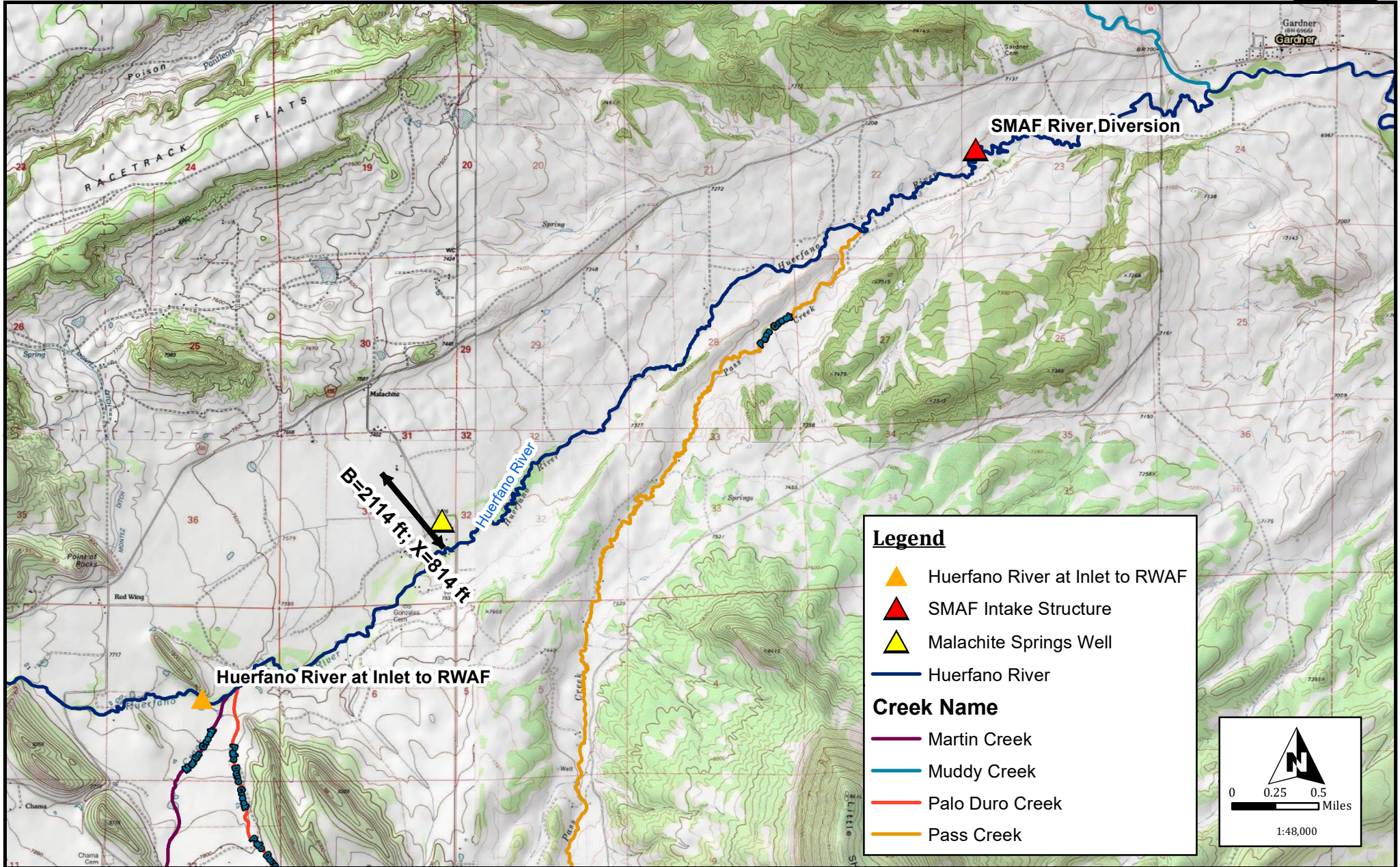
\_\_\_\_\_  
Signature



Attachment B – Malachite Springs Well URF

Month	URF
1	0.267
2	0.278
3	0.113
4	0.059
5	0.039
6	0.027
7	0.022
8	0.018
9	0.014
10	0.013
11	0.011
12	0.011
13	0.009
14	0.007
15	0.008
16	0.007
17	0.007
18	0.006
19	0.006
20	0.006
21	0.005
22	0.005
23	0.005
24	0.005
25	0.005
26	0.004
27	0.004
28	0.004
29	0.004
30	0.004
31	0.003
32	0.003
33	0.003
34	0.003
35	0.003
36	0.003
37	0.003
38	0.002
39	0.002
40	0.002
Total	1.0000





**Applegate Group, Inc.**  
 Water Resource Advisors for the West  
 1490 West 121st Ave., Ste 100 Phone: (303) 452-6611  
 Denver, CO 80234-2728 Fax: (303) 452-2759  
 www.ApplegateGroup.com e-mail: info@applegategroup.com

**HCWCD**

**Malachite Springs Vicinity Map**

Date: 12 May 2021  
 Job #: 21-107  
 Drawn By: DAB

Figure: 1  
 Of: 225



## CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 12<sup>th</sup> day of July, 2021, a true and correct copy of the foregoing, Notice of Inclusion on Application of Kent Mace and Amos Mace, 8055 County Road 570, Gardner, Colorado 81040 (“Mace”) for a Participating Diversion was sent in accordance with Exhibit H of the Decree in 13CW3062, District Court, Water Division 2, via regular mail and electronic mail, as indicated, to the following:

- 1. Stephen Wardell and Carolyn Wardell**  
2955 C.R. 611  
Walsenburg, Colorado, 81089

With notice to:

Chip Cutler  
Cutler Law Office, LLC  
P.O. Box 743  
329 W. Hwy 50  
Salida, Colorado 81201  
[chip@cutlerlaw.org](mailto:chip@cutlerlaw.org)

- 2. Fort Lyon Canal Company**  
750 Bent Avenue  
Las Animas, CO 81054

With notice to: Grosscup Balcomb & Green, P.C.  
c/o David C. Hallford  
Sara M. Dunn  
P.O. Drawer 790  
Glenwood Springs, Colorado, 81602  
[dhallford@balcombgreen.com](mailto:dhallford@balcombgreen.com)  
[sarad@balcombgreen.com](mailto:sarad@balcombgreen.com)

- 3. District 67 Irrigation Canals Assn.**  
c/o Don Higbee, Secretary/Treasurer  
18529 Highways 50 and 285  
Lamar, Colorado, 81052

With notice to:

Shinn, Steerman & Shinn  
c/o Donald L. Steerman  
P.O. Box 390  
Lamar, Colorado, 81052  
[shinnsteermanlaw@centurytel.net](mailto:shinnsteermanlaw@centurytel.net)

- 4. Donald Andreatta and Barbara Andreatta**  
1370 County Road 358  
La Veta, Colorado, 81055

With notice to:

Grosscup Balcomb & Green, P.C.  
c/o David C. Hallford and Scott Grosscup  
P.O. Drawer 790  
Glenwood Springs, Colorado, 81602  
[dhallford@balcombgreen.com](mailto:dhallford@balcombgreen.com)

- 5. Colorado Water Conservation Board**  
Stream and Lake Protection Section  
1313 Sherman Street, Room 721  
Denver, Colorado, 80203

and with notice to:

Office of the Colorado Attorney General, Natural Resources and Environment Section  
1300 Broadway, 7<sup>th</sup> Floor  
Denver, Colorado, 80203  
Jen Mele [jennifer.mele@coag.gov](mailto:jennifer.mele@coag.gov)



**6. Growing Roots, LLC**

P.O. Box 928  
Carmel Valley, CA 93924

With notice to:

Alperstein & Covell P.C.  
c/o Andrea L. Benson, Cynthia F.  
Covell, and Robert T. Donald  
1600 Broadway, Suite 1070  
Denver, Colorado, 80202  
[alb@alpersteincovell.com](mailto:alb@alpersteincovell.com)

**7. Lucy R. Hibberd**

327 S. 7th Street  
Aspen, Colorado, 81611

With notice to:

Corona Water Law  
c/o Craig Corona  
420 E. Main Street, Suite 203  
Aspen, Colorado, 81611  
[cc@craigcoronalaw.com](mailto:cc@craigcoronalaw.com)

**8. Colorado State Engineer**

1313 Sherman Street, Room 818  
Denver, Colorado, 80203

and with notice to:

Jeff Deatherage:  
[jeff.deatherage@state.co.us](mailto:jeff.deatherage@state.co.us)

Melissa van der Poel

[melissa.vanderpoel@state.co.us](mailto:melissa.vanderpoel@state.co.us)

And with notice to:

Office of the Colorado Attorney  
General, Natural Resources and  
Environment Section  
1300 Broadway, 7<sup>th</sup> Floor  
Denver, Colorado, 80203

**9. Colorado Division 2 Engineer**

310 E. Abriendo Avenue, Suite B  
Pueblo, Colorado, 81004

With notice to:

Bill Tyner: [bill.tyner@state.co.us](mailto:bill.tyner@state.co.us)  
Doug Brgoch: [doug.brgoch@state.co.us](mailto:doug.brgoch@state.co.us)  
Lenna Rauber: [lenna.rauber@state.co.us](mailto:lenna.rauber@state.co.us)

and with notice to:

Office of the Colorado Attorney  
General, Natural Resources and  
Environment Section  
1300 Broadway, 7<sup>th</sup> Floor  
Denver, Colorado, 80203  
[paul.benington@coag.gov](mailto:paul.benington@coag.gov)

**10. Charles F. Rowland**

P.O. Box 7  
Gardner, Colorado, 81040

**11. Tom and Mary Thayer**

4008 C.R. 650  
Rye, CO 81069

**12. The Castle Ranch, LLC**

5801 E. 6<sup>th</sup> Avenue Pkwy  
Denver, CO 80220

With notice to:



Stephen H. Leonhardt  
Bernard F. Gehris  
Burns, Figa & Will, P.C.  
6400 S. Fiddlers Green Circle  
Suite 1000  
Greenwood Village, CO 80111  
[sleonhardt@bfwlaw.com](mailto:sleonhardt@bfwlaw.com)

and

Roger T. Castle, # 7621 Roger T.  
Castle, P.C. 1580 Lincoln St, Suite 500  
Denver, CO 80203 Phone: (303) 839-  
8251 E-mail:

[rtcpc@earthlink.net](mailto:rtcpc@earthlink.net)  
[roger@rtcastlelaw.com](mailto:roger@rtcastlelaw.com)

MONSON, CUMMINS & SHOHET, LLC

/s/ Ryan W. Farr

Steven T. Monson, #11329  
Ryan W. Farr, #39394  
Counsel for Applicant, Huerfano County  
Water Conservancy District



Land Use Application #24-008  
Campground Conditional Use Permit  
**Attachment 4 – Agency Comments**





# COLORADO

## Parks and Wildlife

Department of Natural Resources

Pueblo Service Center  
600 Pueblo Reservoir Road  
Pueblo, CO 81005  
P 719.561.5300 | F 719.561.5321

April 11, 2024

Cheri Chamberlain  
401 Main Street Suite 304  
Walsenburg, CO 81089

RE: Application 24-008 Malachite RV Park

Dear Cheri Chamberlain,

Colorado Parks and Wildlife (CPW) has received and appreciates the request for comments on the proposed Malachite RV Park located off of County Road 570. CPW has prepared a list of potential impacts to local wildlife and recommendations to avoid, minimize, and mitigate those impacts.

CPW has a statutory responsibility to manage all wildlife species in Colorado; as such we encourage protection for Colorado’s wildlife species and habitats through responsible energy development and land use planning. Protection of core wildlife areas, quality fisheries and habitat, big game winter range and seasonal migration corridors, and raptor nesting locations are of extreme importance. CPW recommends that all proposed projects be assessed to avoid, minimize, or mitigate impacts to sensitive wildlife habitats and species. That includes species of concern as well as Federal and/or State listed species, big game wildlife (migration corridors, winter range, parturition areas), breeding and nesting habitats for sensitive ground-nesting birds, and nests of raptors sensitive to development in order to prevent loss of habitat or fragmentation of habitat. US Fish and Wildlife Service (USFWS) should be consulted on any Federally-listed Endangered and Threatened Species that might be present at the location.

**Raptors and Migratory Birds:** There is suitable habitat for nesting raptors and migratory birds on the proposed site. To avoid impacts to the nesting efforts of migratory birds CPW recommends that proposed development of the site, construction and vegetation clearing activities occur outside of the breeding season (March 15<sup>th</sup>-October 31<sup>st</sup>). If construction must occur during the breeding season, surveys for active nests should be conducted prior to groundbreaking. All migratory birds are protected under the Migratory Bird Treaty Act and removal or disturbance of any active migratory bird nest would require consultation with CPW and USFWS prior to disturbance. CPW also recommends the use of preconstruction surveys to



Jeff Davis, Director, Colorado Parks and Wildlife  
Parks and Wildlife Commission: Dallas May, Chair • Richard Reading, Vice-Chair • Karen Bailey, Secretary • Jessica Beautieu  
Marie Haskett • Jack Murphy • Gabriel Otero • Duke Phillips, IV • James Jay Tutchtton • Eden Vardy







identify raptor nest within the project area and the implementation of appropriate restrictions.

**Mule Deer Severe Winter Range:** Mule deer severe winter range is defined as that part of overall range where 90% of the individuals are located when the annual snowpack is at its maximum and/or temperatures are at a minimum in the two worst winters out of ten. Mule deer winter ranges are considered high priority for protection from disturbance associated with development and critical to sustain mule deer populations across Colorado. For parcels or portions of parcels, that overlap mule deer severe winter range, CPW recommends a timing limitation for no permitted or authorized human activities from December 1 to April 30. The proposed project is located within an area that is classified as severe winter range for mule deer in Huerfano County.

**Elk Severe Winter Range:** Elk severe winter range is defined as that part of the overall range where 90% of the individuals are located when the annual snowpack is at its maximum and/or temperatures are at a minimum in the two worst winters out of ten. Elk winter ranges are considered a high priority for protection from disturbance associated with development, and are critical to sustain elk populations across Colorado. For parcels or portions of parcels, that overlap elk severe winter range, CPW recommends a timing limitation to preclude any permitted or authorized human activities from December 1 to April 30. The proposed project is located within an area that is classified as severe winter range for elk in Huerfano County.

**Invasive and Nuisance Species:** CPW recommends the development and implementation of a noxious weed control plan for the site. It is recommended that all disturbed soils in the area be monitored for noxious weeds. Noxious weeds should be actively controlled until native plant revegetation and reclamation is achieved. It is recommended that all areas disturbed by the development be revegetated with native plant species.

**Other considerations:** Huerfano County is well known for its black bear population. To reduce any wildlife conflicts involving black bears, CPW recommends and encourages the use of bear resistant trash containers in the campground. The use of a bear resistant dumpster located behind a permanent enclosure such as fencing/brick, or other type of enclosure is highly advised. Food like trash is another bear attractant that results in human bear conflicts. Placement of bear resistant food storage boxes or containers in the primitive campground for use by tent campers to secure food away from human tents/other temporary dwellings is recommended.

CPW would appreciate the implementation of a dog leash rule in the campground. A campground rule requiring all pets must be leashed and appropriate signage for such a rule will reduce human wildlife conflicts including pets chasing/harassing wildlife. Furthermore bear aware and ethical wildlife viewing information is encouraged to be posted and communicated to guests.

Construction of a bathroom facility at the campground is encouraged by CPW to prevent waste and litter from entering the surrounding habitat and riparian areas. Implementation of the lights out policy after dark, no generators, single communal fire pit, and noise curfew will all aid in minimizing impacts to wildlife.



Jeff Davis, Director, Colorado Parks and Wildlife  
 Parks and Wildlife Commission: Dallas May, Chair • Richard Reading, Vice-Chair • Karen Bailey, Secretary • Jessica Beaulieu  
 Marie Haskett • Jack Murphy • Gabriel Otero • Duke Phillips, IV • James Jay Tutchton • Eden Vardy







Furthermore CPW encourages that riparian areas and mature native trees not be impacted or disturbed on the property to minimize impacts to wildlife.

In areas where ground disturbing activities are anticipated, CPW recommends reclamation with native grass and/or plant species. Proper reclamation, from a wildlife perspective, involves both soil stabilization and ground cover establishment. Reclamation seed mixes should be suited for on-site soil types and mirror both existing and native plant communities. Specific seed mixtures may be specified and or obtained by the Natural Resources Conservation Service (USDA).

A thorough noxious weed control program is also essential in proper reclamation to prevent disturbed areas from being invaded by non-native vegetation that can be detrimental to existing wildlife habitat. This may be achieved via a noxious weed management plan.

CPW appreciates this opportunity to review the proposed Malachite RV Park on County Road 570. Economic developments such as this project are understood to be important to the local communities and Huerfano County as a whole.

Impacts to local wildlife can be minimized through all of the following; The use of bear resistant storage/trash receptacles, pet leash rules, bathroom facilities to contain waste, reseeding of disturbed areas, and minimizing disturbance while avoiding riparian areas. Please feel free to contact our office at (719)-561-5300 if you have any questions and or comments regarding this letter or any other wildlife matter.

Sincerely,



Michael D Brown  
Area Wildlife Manager  
Area 11-Pueblo



Jeff Davis, Director, Colorado Parks and Wildlife  
Parks and Wildlife Commission: Dallas May, Chair • Richard Reading, Vice-Chair • Karen Bailey, Secretary • Jessica Beaulieu  
Marie Haskett • Jack Murphy • Gabriel Otero • Duke Phillips, IV • James Jay Tutchton • Eden Vardy









April 23, 2024

Huerfano County - Land Use  
401 Main St.  
Walsenburg, Colorado 81089

**RE: Land Use Permit 24-008\_Malachite Campground\_Mace**

Dear Sir/Madam,

This letter is provided as a courtesy comment as this proposal does not involve a subdivision requiring comment by the State Engineer's Office pursuant to C.R.S. 30-28-101(10)(a). Therefore, pursuant to the State Engineer's March 4, 2005 memorandum to county planning directors, this office will only perform a cursory review of the referral information and provide comments. The comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The submittal indicates the above-proposed Land Use Permit on behalf of Amos Mace in seeking approval for a proposed commercial operation, summarily described, when complete to include:

- *A 10-space RV-campground ... equipped with electric and water hookups*
- *10-12 primitive tent sites with no hookups to be used for tent and van camping.*
- *Separate structure(s) for bathrooms, showers, and a common kitchen area for guests.*
- *A Bulk Water Dispensing Station for public use*
- *A seasonal, live-on-site manager who will occupy a 1,200 square-foot dwelling*

Said proposed project to be located upon Tract B-1 of *Lot Line Rearrangement of Tracts B and C of Boundary Survey of Tracts A-G Survey 17-S-293, 17-S-523*, within the Official Records of Huerfano County, Colorado. Said approximately 38.27± acre parcel is owned by Amos Mace and located primarily within the SE1/4 of Section 31, Township 26 South, Range 70 West of the Sixth P.M., Fremont County, State of Colorado, also known as 8055 County Road 570, Gardner, CO 81212, and being further designated as Huerfano County Parcel ID 29097.

**History:**

According to our records, the Colorado Division of Water Resources shows the following administered features upon the aforementioned parcel:

- A groundwater well, permitted under State Engineer's Office Permit No. 153904.
  - This permit does not confer a decreed water right
  - The use of ground water from this well is limited to fire protection, ordinary household purposes inside three (3) single-family dwellings, the irrigation of not more than one acre of home gardens and lawns, and the watering of domestic animals.
  - **This permit does not allow for any commercial uses**
- Pond WDID 7903312, Malachite Lower Pond
  - Subject to Water Court Case 05CW0102





- Pond WDID 7903313, Malachite Upper Pond
  - Subject to Water Court Case 04CW0127

**Compliance:**

This action involves an expanded or changed use of ground or surface water, requiring further action by applicant(s) to fully secure a legal source of groundwater able to serve a proposed commercial operation. Therefore, the DWR recommends disapproval of this application, based solely on a lack of a legal source of water, only until remedied. Evidence of remedy shall include:

- A groundwater permit authorizing commercial uses issued by the Colorado Division of Water Resources, received to the CDWR Division 2 Office, by email at [dnr\\_div2ground.water@state.co.us](mailto:dnr_div2ground.water@state.co.us) in pdf format, AND
- Documentation that said commercial-use permit, once issued, has been included and able to operate within Huerfano County Water Conservancy District's Regional Augmentation Plan, operating under Case No. 13CW3062, received to the CDWR Division 2 Office, by email at [dnr\\_div2ground.water@state.co.us](mailto:dnr_div2ground.water@state.co.us) in pdf format.

Upon receipt and review of evidentiary items, the CDWR Division 2 Office shall issue a revision to this letter towards Huerfano County Planning and Zoning.

Please reach out with questions or concerns by email to [dnr\\_div2ground.water@state.co.us](mailto:dnr_div2ground.water@state.co.us).

Sincerely,

Ivan Valles  
Data Analyst - GIS Specialist, CDWR Division 2

ec: Christine Sednek, P.E., Water Resources Engineer  
Jeff Montoya - South Lead Water Commissioner, Division 2  
Lenna Rauber - District 79 Water Commissioner, Division 2  
Dan DiRezza - Groundwater Enforcement Lead, Division 2  
Russ Dash - District 79 Groundwater Commissioner, Division 2  
Monica Long - Research Scientist - Lead GIS Specialist, Division 2





to me ▾

Item 6d.

Hello. The only comment I have in this from the Forest Service's standpoint is that if any shuttles are conducted that deliver individuals to the National Forest (as mentioned in their application), a permit will be necessary. Therefore the entity will need to apply for a permit and then we would make a determination as to whether or not a permit will be issued.

Please let me know if you need further information. Thank you for the opportunity to provide input.

**Destiny Chapman**  
**District Ranger**  
**Forest Service**  
**Pike-San Isabel National Forests**  
**& Cimarron and Comanche**  
**National Grasslands**  
**San Carlos Ranger District**

**p: 719-269-8701**  
**c: 719-429-0032**  
[destiny.chapman@usda.gov](mailto:destiny.chapman@usda.gov)

3028 East Main Street  
Canon City, CO 81212  
[www.fs.fed.us](http://www.fs.fed.us)

**Caring for the land and serving**  
**people**



Rauber - DNR, Lenna <lenna.rauber@state.co.us>

to me ▾

*Item 6d.*

Cheri,

I just received application.

Thanks,

Lenna Rauber

Water Commissioner, District 79



**COLORADO**

**Division of Water Resources**

Department of Natural Resources

P 719.542.3368 | C 719.568.0489

310 E. Abriendo Ave., Suite B, Pueblo, CO 81004

[lenna.rauber@state.co.us](mailto:lenna.rauber@state.co.us) | <https://dwr.colorado.gov>

239





hcwcdistrict@gmail.com

to me, Scott ▾

Item 6d.

Hello Cheri,

The HCWCD board reviewed this application at its meeting this evening and had no questions or comments for your office.

Kind regards,

Carol Dunn

*Carol S Dunn*

Administrator

Huerfano County Water Conservancy District

[hcwcdistrict@gmail.com](mailto:hcwcdistrict@gmail.com)

(719) 742-5581 (home office)

PO Box 442

La Veta, CO 81055

240



# Re: Land Use Permit 24-008

External

Inbox x



Item 6d.

darrell adler <darrelladler@yahoo.com>

Wed, Mar 13, 12:34 PM



to me ▾

i do believe this is a smart business idea and would promote tourism and help bring some money to the county i do i have some questions and concerns regarding public health and safety.

1. In the plans it says their will be a communal fire pit. will this be considered "commercial" and be exempt under burn ban restrictions?
2. evacuation routes? impact of traffic to evacuate on to the county road?
3. Landing Zone for medical. we have experince with the camping with the star gazers and see a increase in medical calls with the added people in the community and have had to have flight for life, it makes it easier to perform these task if their is already a prepared LZ and with it being year round camping and the distance i think it may be a smart thing to look at.

241

Thank you.





**Kay Whitley** <kwhitley@sprhc.org>

Tue, Mar 12, 11:16 AM



to me, Michael, Royce, mike.brown@state.co.us, spencer.gerk@state.co.us, Robin, Aaron, GF02, Carlton, Robert, Bruce, Ryan, dennis.page@usda.gov, lking, upperhuerfanocd@gmail.com, hcwcdistrict@gmail.com, Charles, dnr\_dnr.edoassist@st

Item 6d.

Received, no questions or concerns. Thank you!

*Respectfully,*  
Kay

**Kay L. Whitley**  
**President and CEO**  
[kwhitley@sprhc.org](mailto:kwhitley@sprhc.org)  
719-738-5100 x 135 | FAX: 719-738-5138  
23500 U.S. Hwy. 160 | Walsenburg, CO 81089







**Robin Sykes** <rsykes@la-h-health.org>

to me, Aaron ▾

Tue, Mar 12, 1:46 PM



Hello Cheri

Thank you for getting this information to our Department. I have reviewed the proposal and have these comments/requirements.

1. The bulk water station that will serve water to the public and also the water water provided for the campers must meet the requirements of: CDPHE Regulation WQCD Regulation 11: <https://www.coloradosos.gov/CCR/GenerateRulePdf.do?ruleVersionId=11290&fileName=5%20CCR%201002-11>.
2. The OWTS (Onsite wastewater treatment systems) for this commercial use must be designed by a Registered Professional Engineer as required in Regulation 43 (43.8.L.1.a): <https://www.coloradosos.gov/CCR/GenerateRulePdf.do?ruleVersionId=7543&fileName=5%20CCR%201002-43>. If the total volume of the sewage should exceed 2,000 gallons per day, it shall be under the jurisdiction of CDPHE and Regulation 22.
3. The Dump Station - Must be designed and constructed such that it has adequate volume (2000 gallons or more) and is also equipped with a visible and audible alarm (Regulation 43, 43.12.C.9.) There shall be a written agreement between facility and a licensed wastewater pumping company to assure that pumping will be conducted on a routine basis.

Although not mentioned in this narrative, if food is prepared or dispensed to the patrons restaurant/snack bar or grocery store (Retail Food Establishment), the jurisdiction falls under the authority of the Las Animas-Huerfano Counties District Health Department and the appropriate paperwork, licensing and inspections shall be required.

These requirements are the minimum required for this type of proposal, there may be more as the project unfolds.

Thank you

Robin



Land Use Application #24-008  
Campground Conditional Use Permit  
**Attachment 5 – Public Comments**  
Received after PC Decision



5/7/2024

Huerfano County Commissioners:  
RE: Proposed RV Park on County Road 570

We would like to express some concerns about the proposed RV Park on County Road 570 in Gardner, CO.

We are not in disagreement that a RV Park would be successful in the Gardner area. Many people enjoy travelling to our area. Currently there is very limited availability for short term housing and/or places to park a RV.

Our concern is that it is intended to be placed very close to existing neighbors. People live in this area for the rural environment that it provides. By placing a RV park directly behind the closest neighbor is very disrespectful of rural living. If a RV park is approved it should be stipulated to be placed back to the far west of the property where existing neighbors would have the least impact.

Respectfully,

Dan and Corey Gomez  
1022 County Road 572  
Gardner CO 81040  
719-250-3858





Kyla Witt <kwitt@huerfano.us>

---

## Fwd: Urgent Protest Against Proposed RV Park Construction in Huerfano County

1 message

---

**Carl Young** <cyoung@huerfano.us>  
To: landuse <landuse@huerfano.us>

Tue, May 7, 2024 at 8:04 AM

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

From: **Doreen Martinez** <dmartinezjlp@gmail.com>  
Date: Mon, May 6, 2024 at 7:37 PM  
Subject: Urgent Protest Against Proposed RV Park Construction in Huerfano County  
To: <John@huerfano.us>

May 6, 2024

Dear Huerfano County Commissioner Galusha,

I am writing to express my deep concerns and strong opposition to the proposed construction of an RV park in our beloved Huerfano County. As a resident who cherishes our area's natural beauty and tranquility, I urge you to reconsider this development and its potential negative impacts on our community.

First and foremost, I would like to address the lack of adequate emergency resources in our county. Like many rural areas, Huerfano County already faces challenges in providing timely emergency services. Adding an RV park would only exacerbate this issue by increasing the population density and placing additional strain on our already limited resources. In an emergency, such as a medical crisis or natural disaster, the presence of an RV park could significantly hinder our ability to respond effectively and ensure the safety of residents and visitors alike.

Furthermore, the construction of an RV park would inevitably lead to increased traffic in our area. Our roads are not designed to accommodate large volumes of vehicles, especially during peak tourist seasons. The influx of RVs and other vehicles associated with the park would not only disrupt the flow of traffic but also pose risks to resident safety and further degrade the condition of our already strained infrastructure.

Perhaps most concerning is the potential disruption of serenity for those who purposefully purchased land in Huerfano County to escape overcrowded urban areas and enjoy the peace and quiet of rural living. The construction and operation of an RV park would introduce noise, light pollution, and a constant influx of strangers into our community, undermining the very reasons why many of us chose to call this place home.



Moreover, the proposed RV park would undoubtedly strain our limited resources, including water and electricity. Huerfano County already faces challenges in managing these resources, particularly during drought or high demand. The additional demand from an RV park could further deplete our water supply and strain our electrical grid, leading to potential shortages and increased costs for residents.

Lastly, the construction of an RV park would significantly increase the risk of wildfires in our area. With our county's dry climate and abundant vegetation, the threat of wildfires is already a major concern for residents. The presence of RVs, which often rely on flammable fuels such as propane and inherently include campfires, would pose a significant fire risk, endangering both our property and our lives.

In light of these concerns, I urge the county commissioners to reject the proposed construction of the RV park and instead focus on preserving the natural beauty and quality of life that make Huerfano County such a special place to live. Our community deserves better than to be overrun by developments that prioritize profit over the well-being of its residents.

Thank you for considering my concerns, and I trust that you will make the right decision for the future of Huerfano County.

Sincerely,

Doreen Garcia Martinez

719-406-3645

--  
John Galusha  
Huerfano County Commissioner  
719-248-4541



**Huerfano County Land Use Department**  
401 Main Street, Suite 304  
Walsenburg, Colorado 81089  
719-738-1220, Ext. 506



Item 6d.

## Huerfano County Board of County Commissioners Staff Report – Permit #24-008 Mace Campground Meeting Type– Public Hearing

Meeting Date: June 25, 2024

### **Request:**

With this Application, Amos Mace and his representative Sky Tallman (the Applicant), requests the following:

Conditional Use Permit pursuant to LUR Section §1.06 to establish a permanent 10-unit RV campground as well as an additional 10 sites for tent and car/van camping on his property. The site is addressed at 8055 County Road 570 (Parcel Number 29097).

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

### **Key Questions to Consider:**

### **Code References**

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

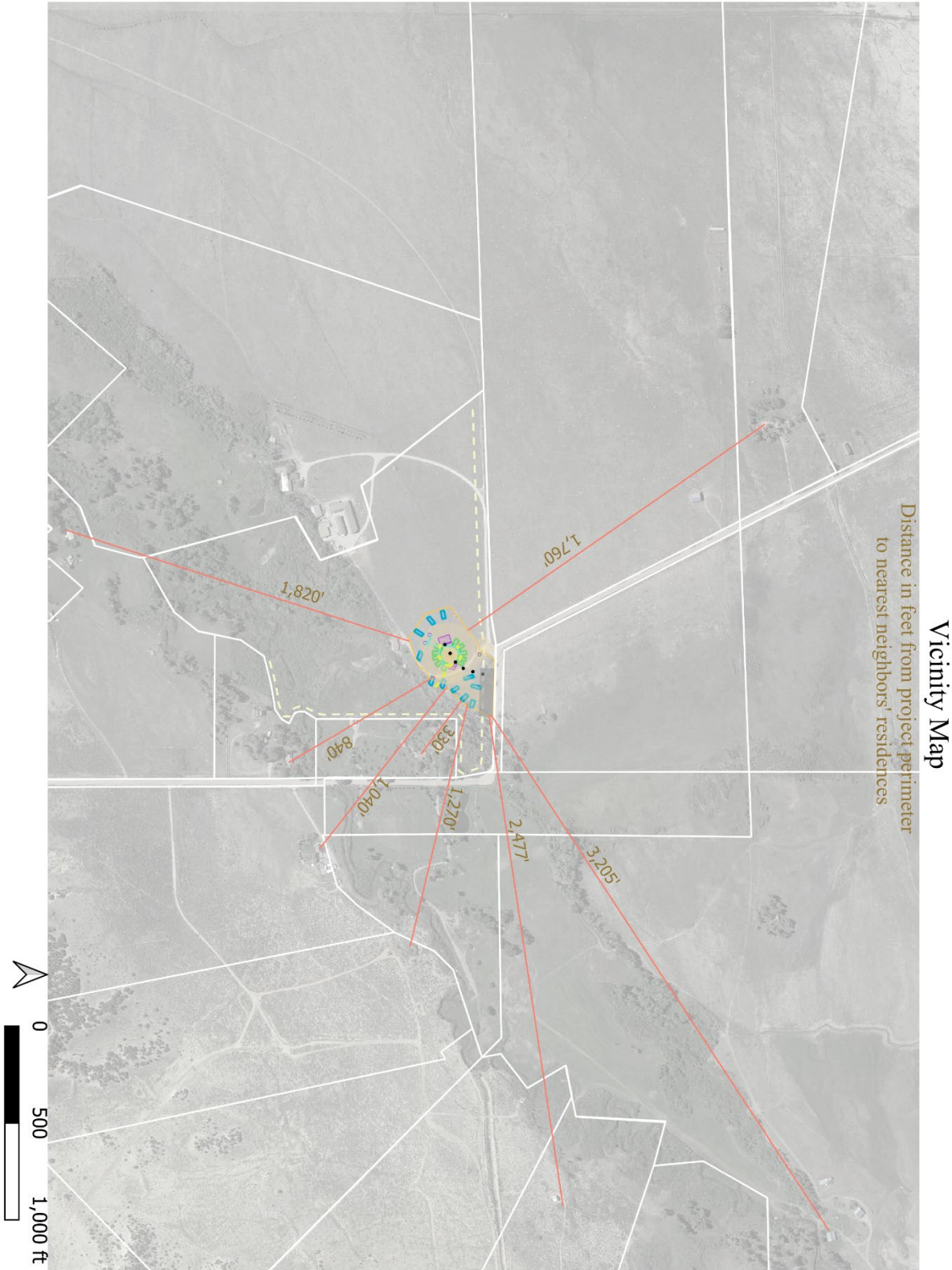
- §1.05.36– Camping areas and campgrounds, conditional use for agricultural zoning
- §1.06– Conditional Use Approval and Approval Amendment Provisions
- §1.06.01– Letter of Intent Requirements
- §1.06.02– Site Plan Requirements
- §8.02– General Process Summary for Land Use Applications
- §9.01– The County Planning Commission

### **Background**

On February 19, 2024, an Application (Conditional Use Permit), Application Fees, site plan, letter of intent, and submittals were received by the County. The Application was determined to be complete on April 10, 2024.

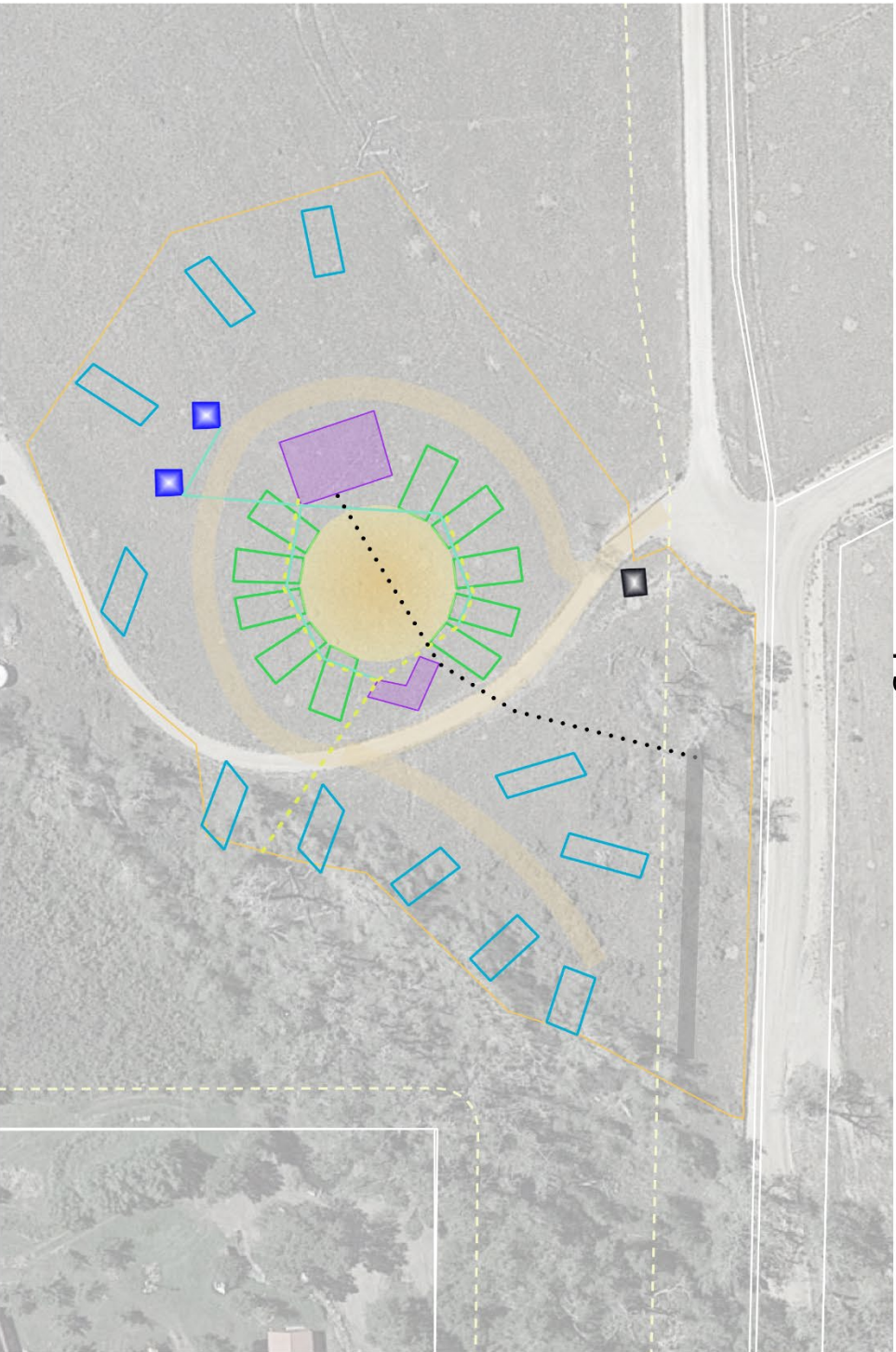


Site Map/Vicinity Map:





### Mace Campground Site Plan



- Mace Campground 3
- Water Line
- Road
- Setback
- Electric
- Sewer
- Leach Field
- Mace Campground 3
- Campsites
- Printave Sites
- Buildings
- Campground perimeter
- Well/Fill station
- Dump Station
- Plaza
- Parcels Huerfano
- Google Satellite

Length of water pipe 400 ft.  
 Campsites 20'x40' organized around circular 'plaza' or common space with a radius of 48 ft.  
 Additional 10-12 printave campsites on periphery, spaced farther apart.  
 Two potential buildings. Northern building could be showers/bathroom and communal kitchen. Larger building to south could be cartaker/attendant house; could include CS Woods gallery.  
 "Plaza" concept to encourage community interaction, shared fireplace... Buildings and camper spaces arranged to break wind.  
 Fill station near attendant house; dump station near entry.  
 60' front setback, 20' side setback  
 Perimeter area: 3.4 acres



**Referral agencies contacted:**

Huerfano County School District  
 San Isabel Electric  
 Division of Water Resources  
 Parks and Wildlife  
 Huerfano County Health Department  
 Upper Huerfano Fire Protection District  
 Huerfano County Economic Development  
 Huerfano County Tourism  
 Huerfano County Sheriff  
 Spanish Peaks Regional Health Center  
 Forest Service  
 Southern Colorado COG  
 Upper Huerfano Soil Conservation District  
 Huerfano County Water Conservancy District  
 Noxious Weeds

Please see attached comments from referral agencies and citizens.

**Commission Action:** On April 25, 2024 the Huerfano County Planning Commission voted unanimously to recommend to the Huerfano County Board of County Commissioners for approval of the Malachite/Mace Campground with the following conditions:

-A groundwater permit authorizing commercial uses issued by the Colorado Division Water Resources, received to the CDWR Division 2 Office by email and

-Documentation that said commercial -use permit, once issued, has been included and able to operate within Huerfano County Water Conservancy District's Regional Augmentation Plan, operating under Case number 13W3062, received to the CDWR Division 2 Office, by email.

To follow all the requirements as set forth by the Las Animas-Huerfano County Health Department which includes:

1. The bulk water station that will serve water to the public and also the water provided for the campers must meet the requirements of: CDPHE Regulation WQCD Regulation 11.
2. The OSWT for this commercial use must be designed by a Registered Professional Engineer as required in regulation 43 (43.8L.1.a) If the total volume of the sewage should exceed 2,000 gallons per day, it shall be under the jurisdiction of CDPHE and Regulation 22.
3. The Dump Station-Must be designed and constructed such that it has adequate volume (2000 gallons or more) and is also equipped with a visible and audible alarm (Regulation 43, 43.12.C.9)
  - There shall be a written agreement between facility and a licensed wastewater pumping company to assure that pumping will be conducted on a routine basis.

Although not mentioned in this narrative, if food is prepared or dispensed to the patron's restaurant/snack bar or grocery store (retail food establishment), the jurisdiction falls under the authority of the Las Animas-Huerfano Counties Health Department and the appropriate paperwork, licensing and inspections shall be required.



These requirements are the minimum required for this type of proposal, there may be more as the project unfolds.

Have the Huerfano County Noxious Weed Manager evaluate the proposed campsite and make any recommendations if needed.

**Board of County Commissioners Decision:**

A motion was made by Chairman Galusha to continue and allow the opportunity for another Public Hearing to consider other information and clarification of other relevant issues for this application. Hearing to be held June 25, 2024. Motion passed two to one vote.

**Recommendation:**

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

**Enclosures**

- Application Materials:
  1. Site Plan
  2. Vicinity Map
  3. Letter of Intent
  4. Deed of Trust
  5. Notice of Inclusion



**RESOLUTION NO. 24 - 28**

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

**A RESOLUTION ESTABLISHING THE BOARD OF COUNTY  
COMMISSIONERS OF HUERFANO COUNTY, COLORADO AS THE  
RESPONSIBLE AUTHORITY FOR THE NAMING OF HUERFANO COUNTY-  
OWNED PROPERTIES AND ESTABLISHING GUIDELINES THEREIN**

WHEREAS, Colorado Revised Statutes (“C.R.S.”) § 30-11-107 *et seq.* grants powers to the Board of County Commissioners (hereafter “Board”) concerning property; and

WHEREAS, Huerfano County-owned (hereafter “County”) properties, buildings, facilities, designated areas of a building or a facility, structures, parks, land, bodies of water, fixtures or artifacts of historical or significant importance, and other physical property as appropriate (hereafter “Property” or “Properties”) may be assigned a name by majority vote of the Board,

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

- 1) Official naming conventions shall be predicated primarily upon geographical, historical, cultural, ecological, functional, or other such factors related to the County as determined appropriate by the Board;
- 2) No property belonging to the County shall be named for living persons with the following exceptions:
  - a. If the property resides on a street, zoning area, or other geographical identification that is already named for a living individual by another government entity, i.e. a County Property may be named “John Doe County Annex” if it resides on “John Doe Way”;
  - b. If a significant contribution to the development of a public property is made by a living person with such *intent and prior agreement* by the Board; and
- 3) County citizens or the Board who may wish to memorialize a deceased individual by naming a County Property after such individual can do so by submitting a brief biography detailing such individual’s contribution to the well-being and betterment of the County to the Board for consideration and recording purposes, as long as the individual has been deceased for a minimum of five (5) years; and
- 4) The Board recognizes County departments may wish to name individual rooms or areas of their departments for individuals who hold special significance to that department and grants them that capacity pursuant to Board approval; and
- 5) County citizens, employees, or Board members who have a County Property name proposal may do so by petitioning the Board at a public meeting; and
- 6) Unless and until the Board names a Property, the County Administrator has the authority to assign a Property name.



INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 25th day of JUNE 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

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

\_\_\_\_\_  
Arica Andreatta, Commissioner

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



**RESOLUTION NO. 24-29**

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

**A RESOLUTION AUTHORIZING THE TRANSFER OF LAND UPON  
SUCCESSFUL COMPLETION OF BECOMING A NON-PROFIT  
COOPERATIVE**

**WHEREAS**, on May 11, 1982, the Clear Creek Land and Cattle Co. provided a Quit Claim Deed for property commonly referred to as “Little Kansas” that encompassed approximately 32.539 acres; and

**WHEREAS**, there were 61 certain lots or parcels of land lying wholly within the boundaries of “Little Kansas” that were exempted and excluded from the donated property; and

**WHEREAS**, the owners of the 61 certain lots or parcels of land lying wholly within the boundaries of “Little Kansas” wish to form a cooperative, also commonly referred to as a land trust, for the express desired purpose of having “Little Kansas” to create legal cohesion around the 61 certain parcels of land; and

**WHEREAS**, the cooperative would be required to be a private, non-profit organization whose mission is to protect “Little Kansas” and shall be an entity limiting members of the cooperative to the 61 certain lots or parcels; and

**WHEREAS**, the transfer of the land is dependent on the successful formation of the cooperative and an easement for a right of way for County Road 360 through the property; and

**WHEREAS**, real and personal property acquired by a private party or a private corporation through any agreement with the County of Huerfano would not be exempt from property taxes; and

**WHEREAS**, all property, both real and personal, is subject to property taxation unless specifically exempted by law, as specified in article X of the Colorado Constitution and Section 39-1-102(16), C.R.S.; and

**WHEREAS**, the cooperative would be responsible for any/all costs associated with the construction of a cooperative, including but not limited to the certification fees; and

**WHEREAS**, the cooperative would be responsible for any/all associated with the transfer of “Little Kansas”, including, but not limited to survey, title, and abstract; and

**WHEREAS**, the cooperative will be required to provide a process for reviewing, selecting and approving easements, stewardship practices and capacity, financial records, and governance/ethics; and



**WHEREAS**, the County of Huerfano believes it in the best interests of the citizens of Huerfano County to donate “Little Kansas” to the owners of the 61 certain lots or parcels therein, represented through the aforementioned cooperative, in order to maximize both intrinsic and real value to those owners, as the land in its current legal form is, for all intents and purposes, a set of inholdings for which the County would otherwise have little purpose.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Huerfano County that the County intends to transfer the County’s ownership interests in “Little Kansas” to the as-yet unnamed private, non-profit cooperative representing “Little Kansas” landholders soon after its creation, provided that the cooperative pays for and arranges the survey of and easement for CR 360 through the property to be transferred.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 25<sup>th</sup> day of JUNE 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

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

\_\_\_\_\_  
Arica Andreatta, Commissioner

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



Department Use Only

# APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE

**NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)**  
SOCIAL  FRATERNAL \_\_\_\_\_ PATRIOTIC \_\_\_\_\_ POLITICAL \_\_\_\_\_  
ATHLETIC \_\_\_\_\_ CHARTERED BRANCH, LODGE OR CHAPTER OF A  
NATIONAL ORGANIZATION OR SOCIETY \_\_\_\_\_ RELIGIOUS INSTITUTION \_\_\_\_\_  
PHILANTHROPIC INSTITUTION \_\_\_\_\_ POLITICAL CANDIDATE \_\_\_\_\_  
MUNICIPALITY OWNING ARTS FACILITIES \_\_\_\_\_

**TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**

MALT, VINOUS AND SPIRITUOUS LIQUOR \$100.00 PER DAY   
FERMENTED MALT BEVERAGE (3.2 Beer) \$100.00 PER DAY \_\_\_\_\_

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

**1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE**

Panadero Ski Corporation

State Sales Tax Number (Required)

**2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)**

PO Box 983  
La Veta 81055

**3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)**

1234 Panadero Ave  
La Veta 81055

NAME	DOB	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Ken Clayton	1968	711 Panadero Loop	972 413 5545
5. EVENT MANAGER Ken Clayton	"	"	"

**6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?**  
NO  YES  HOW MANY DAYS? 1

**7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?**  
NO  YES  TO WHOM?

**8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?** Yes  No

**LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT**

Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From
m. To	m. To	m. To	m. To
7/6/2024			
4p. To 10p.			

### OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE: *[Signature]* TITLE: Treasurer DATE: 6/14/24

### REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

### HUERFANO COUNTY LOCAL LICENSING AUTHORITY

TELEPHONE NUMBER OF/COUNTY CLERK  
719-736-3000 x.220

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**DO NOT WRITE IN THIS SPACE - FOR LOCAL LICENSING AUTHORITY USE ONLY**

#### LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL •\$
		-750 (999)	



## APPLICATION INFORMATION AND CHECKLIST

### THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.

**Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.

- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- If not incorporated, a NONPROFIT charter; or
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- APPLICATION MUST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.
- THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)
- AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.
- CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE

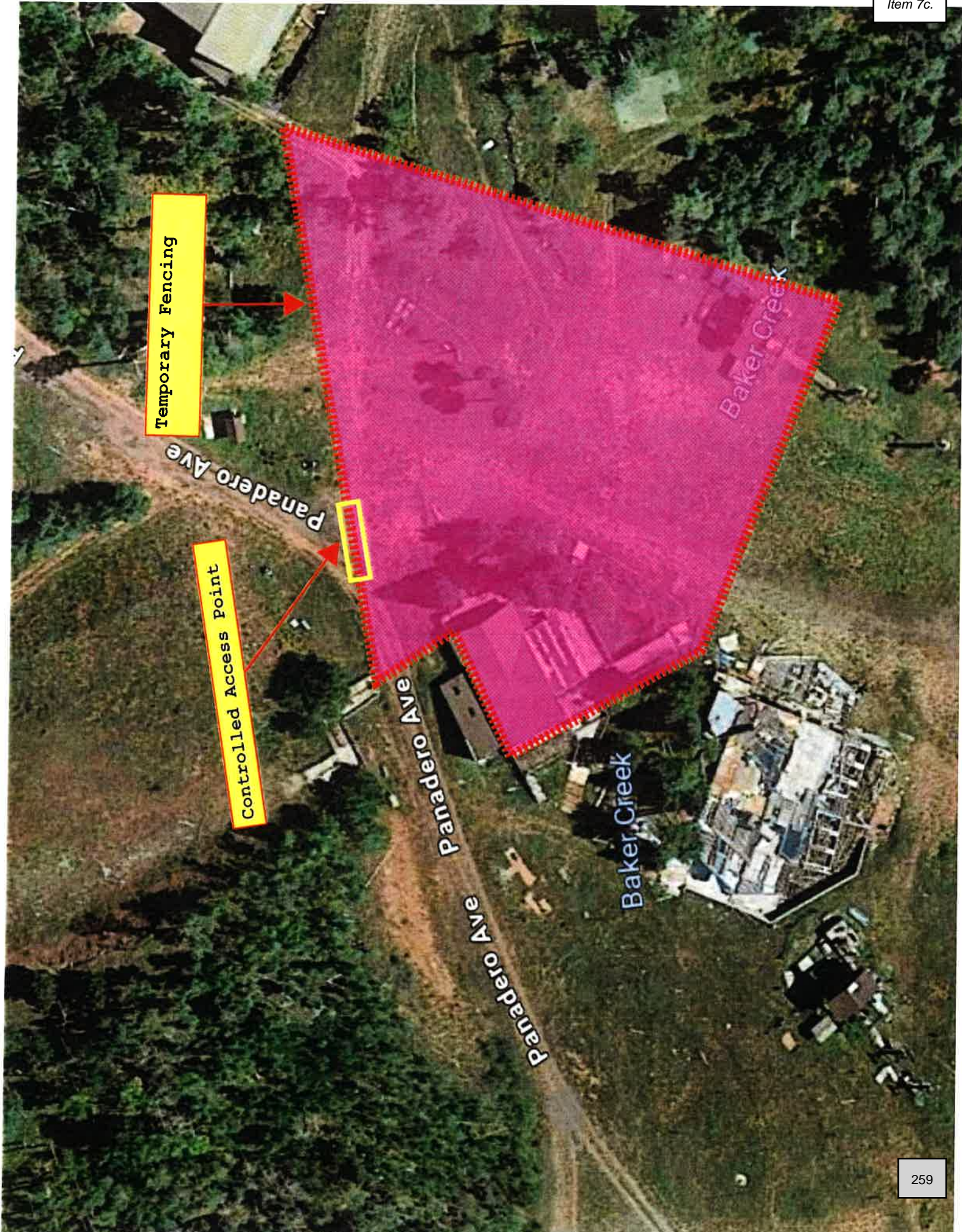
(12-48-102 C.R.S.) A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non-profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

Commissioners This was approved  
in the meeting on 6/4/24

But the PSC has requested to  
move the event to 7/6/24







OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Panadero Ski Corporation

is a

Nonprofit Corporation

formed or registered on 11/04/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191884636 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/16/2024 that have been posted, and by documents delivered to this office electronically through 05/20/2024 @ 11:43:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/20/2024 @ 11:43:04 in accordance with applicable law. This certificate is assigned Confirmation Number 16050642 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*





## Instructions for Huerfano County Secure Transportation Service License Application

1. Enter the name under which the Secure Transportation Service will be licensed.
2. Check the type of license requested for this Secure Transportation Service. Only check one.
3. Complete the information for the individual submitting the application for the license.
4. Complete the information for the Administrator of the Secure Transportation Service.
5. Complete the information for the Manager of the Secure Transportation Service, only if the Administrator is not also the Manager.
6. Complete the information about the owner of the Secure Transportation Service and provide contact information.
  - If the owner of a Secure Transportation Service is a partnership, provide the contact information for each partner.
  - If the owner of a secured transportation service is a corporation, provide the contact information for each director of the corporation and each stockholder owning ten percent (10%) or more of the outstanding stock.
  - If the owner of a Secure Transportation Service is a government, provide the contact information for each member of the governing board.
7. Describe the area to be served by the Secure Transportation Service. A map may be substituted if it shows sufficient detail to clearly identify the service area boundaries.
8. List the location(s) of the Secure Transportation Service headquarters, substation(s), office(s), secure transportation post(s) or other locations from which the Secure Transportation Service will operate.

A completed application includes the \$300 application fee and the following documents.

1. A copy of the secure transportation service's written policy and procedures manual, including its policy regarding staff member background checks.
2. A copy of the secure transportation service's operational and medical protocols, which must comply with Part 8 of the State Standards.
3. A copy of the secure transportation service's training procedures, which must comply with Part 7.7 of the State Standards, and proof of completion of the required orientation and training by relevant staff.
4. Attestation that the Manager and the Administrator, who may be the same person, meet the requirements of Part 7.1 of the State Standards. **[Optional form provided]**
5. A copy of the secure transportation service's written client rights and related policies and procedures, which must comply with Part 9 of the State Standards.
6. A copy of the secure transportation service's quality management plan, which must comply with Part 10 of the State Standards.
7. Documentation of minimum vehicle insurance coverage as defined by § 10-4-609 and 42-7-103(2), C.R.S. with Huerfano County identified as the certificate holder.
8. Documentation of a minimum level of worker's compensation consistent with the Colorado Worker's Compensation Act in Articles 40-47 of Title 8, C.R.S., as applicable.





# Secure Transportation Service License Attestation of Manger and Administrator Minimum Qualifications

I, the undersigned, hereby affirm that:

1. I am employed by the Secure Transportation Service listed below as:

- Manager
- Administrator
- Both Administrator and Manager

2. I have read and am familiar with the Huerfano County Secure Transportation Licensing Regulations

3. I have read and am familiar with the Colorado State Standards for Secure Transportation found at 6 CCR 1011-4

4. I meet the minimum requirements as detailed in Part 7.1 of the State Standards, including that:

- a. I am at least 21 years of age
- b. I possess a high school diploma or GED
- c. I have either:
  - i. at least one (1) year documented supervisory experience in the provision of secure transportation services, or
  - ii. been qualified by education, knowledge, and experience to oversee the secure transportation services provided
- d. I am able to communicate, understand, and respond effectively to the client, family representatives, and other providers and be able to use appropriate translator services as needed
- e. I am familiar with all applicable local, state, and federal laws and regulations concerning the operation and provision of secure transportation services
- f. I am in good standing with any state regulatory agency, including the Department of Regulatory Agencies and Department of Public Health and Environment, for which I hold a license or certification
- g. I have passed a background check that was performed by the secure transportation service or owner prior to the assumption of responsibilities in accordance with Part 7.6(C) and that I have not conducted my own background check.

5. The Secure Transportation Service is compliant with all applicable laws and regulations required to operate a secure transportation service in Colorado

6. I am aware that changes regarding the manager or administrator must be filed with the County within 14 business days.

Secure Transportation Service:

D.G. Private Investigations & Security Consultants

Signature:

*[Handwritten Signature]*

Printed Name:

Daniel Lee Corsentino

Date:

04/10/2024





# Secure Transportation Service License Application

1. Name of Secure Transportation Service: D.C. Private Investigations & Security Consultants LLC
2. Type of License (check one):  
 Class A (may use restraints)       Class B (no restraints)

3. Contact Information for the person applying for the license:

Name: DANIEL LEE CORSENTINO

Address: 1045 WEST 6TH STREET

City/State/Zip: PUEBLO, CO, 81003

Telephone: 719-696-9516 (business)  
719-696-5703 (mobile)

Email Address: DAN@DANCORSENTINO.COM

4. Contact Information for the Administrator of the Secure Transportation Service:

Name: JOSHUA BENABIDES

Mailing Address: 1045 WEST 6TH STREET

City/State/Zip: PUEBLO, CO, 81003

Telephone: 719-696-9516 (business)  
719-334-3434 (mobile)

Email Address: JOSH.BENABIDES@DANCORSENTINO.COM

5. Contact Information for the Manager of the Secure Transportation Service (if different from above):

Name: DAMON HYLTON

Mailing Address: 1045 WEST 6TH STREET

City/State/Zip: PUEBLO, CO, 81003

Telephone: 719-696-9516 (business)  
719-557-9387 (mobile)

Email Address: DAMON.HYLTON@DANCORSENTINO.COM



6. Information for Legal Entity and Beneficial Owners

Name of Legal Entity: D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.

Type of Legal Entity (check one):

Partnership     Corporation     Government

On a separate sheet provide the contact information for the owners of the Secure Transportation Service

- If the owner of a Secure Transportation Service is a partnership, provide the contact information for each partner.
- If the owner of a secured transportation service is a corporation, provide the contact information for each director of the corporation and each stockholder owning ten percent (10%) or more of the outstanding stock.
- If the owner of a Secure Transportation Service is a government, provide the contact information for each member of the governing board.

Contact Information to be provided:

- Name
- Title
- Address
- Telephone
- Email Address

7. Area to be served by the Secure Transportation Service (if described on map, write "See attached map"):

SPANISH PEAKS REGIONAL HEALTH

8. Location(s) from which it is intended to operate the Secure Transportation Service:

D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.  
1045 WEST 6TH STREET  
PUEBLO, CO 81003





## Instructions for Huerfano County Secure Transportation Vehicle Permit

1. Enter the name under which the secure transportation service will be licensed.
2. Check the type of permit requested for this vehicle. Only check one.
3. Complete the contact information for the person applying for the permit.
4. Complete the information for the secure transportation vehicle.
  - VIN is the vehicle identification number assigned by the manufacturer. Generally, it can be found on the number plate visible through the lower corner of the windshield on the driver side.
  - Briefly describe the secure transportation vehicle color scheme and any other significant characteristics.
    - i. Color scheme examples: black, white over silver with blue beltline stripe, red with gold lettering.
    - ii. Distinguishing characteristics examples: yellow sunburst logo, green and blue logo showing mountain lake scene.
5. Attach required documentation:
  - Proof of motor vehicle insurance
  - Vehicle registration
  - Photo of vehicle
6. Have vehicle inspected by qualified mechanic. Have mechanic complete the Certificate of Motor Vehicle Condition.
7. Fill out the top portion of the Vehicle Inspection Report. The County will complete everything below the double line.

Each vehicle requires its own application packet and will be issued its own permit. The \$100 application fee is per vehicle and due when the application packet is submitted. A completed application packet includes 3 forms:

1. Vehicle Permit Application
2. Certificate of Motor Vehicle Condition
3. Vehicle Inspection Report





# Secure Transportation Vehicle Permit Application

- 1. Name of Secure Transportation Service: D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.
- 2. Type of Permit (check one):  Type 1 (partitioned)  Type 2 (non-partitioned)
- 3. Contact Information for the person applying for the permit:

Name: DANIEL CORSENTINO

Telephone: 719-696-9516 (business) 719-696-5703 (mobile)

Email Address: DAN@DANCORSENTINO.COM

## 4. Secure Transportation Vehicle Information:

Chassis year: 2024

Make: KIA

Model: SPORTAGE X-LINE

VIN: KNDPUCDF9R7241174

License Plate Number: \_\_\_\_\_

Date in Service: 03/01/2024

Color and Characteristics: WHITE WITH D.C. PRIVATE INVESTIGATIONS & SECURITY CONSULTANTS LLC EMBLEM

### Required Attachments:

- Proof of motor vehicle insurance
- Vehicle Registration
- Photo of Vehicle

The undersigned acknowledges the following

- 1. That the Permit granted pursuant to this application is not transferrable, and in the event that the vehicle is sold or transferred, the permit will not transfer.
- 2. Application fee of \$100 or letter requesting fee waiver must be submitted with this application. Fee waivers are granted at the discretion of the Board of County Commissioners.

The undersigned hereby affirms the following:

- 1. That the Secure Transportation Service is compliant with all applicable laws and regulations required to operate a secure transportation service in Colorado.
- 2. That the application they are about to submit is complete and that the attachments required above are submitted with this application.
- 3. That they have the authority to act on behalf of the Secure Transportation Service provider and all information in this application and accompanying documentation is true and accurate to the best of their knowledge.

Applicant Signature: 

Printed Name: DANIEL LEE CORSENTINO Date: 02/09/2024



**Required Attachments:**


- A copy of the secure transportation service's written policy and procedures manual, including its policy regarding staff member background checks.
- A copy of the secure transportation service's operational and medical protocols, which must comply with Part 8 of the State Standards.
- A copy of the secure transportation service's training procedures, which must comply with Part 7.7 of the State Standards, and proof of completion of the required orientation and training by relevant staff.
- Attestation that the Manager and the Administrator, who may be the same person, meet the requirements of Part 7.1 of the State Standards.
- A copy of the secure transportation service's written client rights and related policies and procedures, which must comply with Part 9 of the State Standards.
- A copy of the secure transportation service's quality management plan, which must comply with Part 10 of the State Standards.
- Documentation of minimum vehicle insurance coverage as defined by § 10-4-609 and 42-7-103(2), C.R.S. with Huerfano County identified as the certificate holder.
- Documentation of a minimum level of worker's compensation consistent with the Colorado Worker's Compensation Act in Articles 40-47 of Title 8, C.R.S., as applicable

The undersigned hereby acknowledges the following:

1. That the License granted pursuant to this application is not transferrable, and in the event the Secure Transportation Service is sold or transferred, the new owner will be required to obtain licensing and permits prior to beginning operations.
2. Changes regarding the manager or administrator must be filed with the County within 14 business days.
3. Application fee of \$300 or letter requesting fee waiver must be submitted with this application. Fee waivers are granted at the discretion of the Board of County Commissioners.

The undersigned hereby affirms the following:


1. That the Secure Transportation Service is compliant with all applicable laws and regulations required to operate a secure transportation service in Colorado.
2. That the application they are about to submit is complete and that the attachments required above are submitted with this application.
3. That they have the authority to act on behalf of the Secure Transportation Service provider and all information in this application and accompanying documentation is true and accurate to the best of their knowledge.

Applicant Signature: 

Printed Name: DANIEL LEE CORSENTINO

Date: 04/10/2024

Huerfano County Internal Use Only

Application Received by: 

Date Received: 6/6/2024

Attach Proof of Payment or Fee Waiver Request Letter





## Secure Transportation Vehicle Permit Certificate of Motor Vehicle Condition

Name of Secure Transportation Service: D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.

Year / Make / Model: 2024 KIA SPORTAGE X-LINE

VIN: KNDUCDF9R7241174 Mileage: 321

License Plate Number: TEMP

### MECHANICAL EVALUATION CHECK LIST

System	Acceptable	Not Acceptable	Comments
Wheels, tires and brake systems	BPF		
Steering, alignment and suspension system	BPF		
Climate control and ventilation systems	BPF		
Lighting and electrical system	BPF		
Exhaust system	BPF		
Fuel system	BPF		
Glass, body, and sheet metal	BPF		

As a qualified motor vehicle mechanic, I affirm the following:

1. I have evaluated the mechanical condition of the described vehicle and have determined that the vehicle is in safe operating condition as of this date. This evaluation does not guarantee future status of the vehicle operating condition due to conditions beyond my control.
2. Based on documentation or other information provided, the vehicle has undergone routine vehicle maintenance and periodic checks in accordance with manufacturer recommendations.

Company Shop or Agency Name: Spradley Kia

Address: 2145 Hwy 50 Pueblo Co 81008

Mechanic Signature: B. Floyd

Printed Name: Brian Floyd Date: 02/27/24





# Secure Transportation Vehicle Permit Vehicle Inspection Report

Name of Secure Transportation Service: D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.

Type of Permit (check one):  Type 1 (partitioned)  Type 2 (non-partitioned)

Type of License (check one):  Class A (may use restraints)  Class B (no restraints)

Huerfano County Internal Use Only  
Attach Proof of Payment or Fee Waiver Request Letter

Application Received by: Carl Young Date Received: 6/6/2024

Information below to be completed by County Inspector

YES	NO	REQUIREMENTS FOR ALL SECURE TRANSPORTATION VEHICLES:
X		Certification of compliance with Federal Motor Vehicle Safety Standards
X		Four door body configuration
X		Ligature risk reduction measures
X		Child safety door locks for passenger compartment
X		Window safety interlocks for passenger compartment
X		Global Positioning System tracking
X		Seat belt for each seating position
X		Manufacturer's supplemental inflatable restraints operational
	X	Child safety seat in appropriate sizes for client population (if applicable)
X		Operational temperature control and ventilation system
X		Secure area clear of any item that may be used to inflict harm
X		Mirror or video camera to visually observe and monitor client
X		First aid kit
X		Fire extinguisher
X		Wireless two-way communication
X		Biohazard bags
X		Personal protective equipment for each vehicle occupant
X		Map of service area
X		All equipment and supplies on the vehicle are properly secured, maintained, and stored in accordance with manufacturer recommendations



YES	NO	ADDITIONAL REQUIREMENTS FOR TYPE 1 SECURE TRANSPORTATION VEHICLES:
	<input checked="" type="checkbox"/>	Permanent safety partition between driver and passenger compartments
	<input checked="" type="checkbox"/>	Safety partition between passenger compartment and cargo area (if applicable)

YES	NO	ADDITIONAL REQUIREMENTS FOR CLASS A SECURE TRANSPORTATION VEHICLES:
	<input checked="" type="checkbox"/>	Automated external defibrillator
	<input checked="" type="checkbox"/>	Soft restraints
	<input checked="" type="checkbox"/>	Device to prevent spitting or biting that does not restrict airway or breathing ability and does not pose a ligature risk

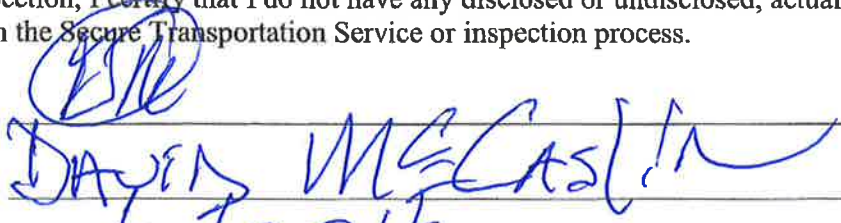
Additional Comments:

~~WE~~ NOT TRANSPORTING ANY VIOLENT PEOPLE,

**Inspector Certification**

By completing this inspection, I certify that I do not have any disclosed or undisclosed, actual or potential conflicts of interest with the Secure Transportation Service or inspection process.

Inspector Signature:



Printed Name:

DAVEN McCASLIN

Date Inspected:

6-6-24



# Dale Spradley Motors, Inc.

2145 Highway 50 West  
 Pueblo, CO 81008  
 719-543-6710  
 Fax: (719) 586-0358

**SERVICE DEPARTMENT HOURS**  
 7:00 a.m. to 6:00 p.m.  
 Monday - Friday  
 7:30 a.m. to 4:00 p.m. Saturday

R/O Open Date	R/O	Item 7d.	1
02/27/24	4		
R/O Close Date	Status		
02/27/24	Pre-Invoice		
Mileage In	Mileage Out		
321	321		
Service Advisor / Tag #			
DYLAN LEBLANC/435			

DC INVESTIGATIONS & SECURITY, 5018 ALMONDCREST PUEBLO, CO 81005			Work Phone	Vehicle Identification Number	
				KNDPUCDF9R7241174	
			Home Phone	Delivery Date	In-Service Date
			719-671-5703	02/22/24	02/22/24
Year	Make	Model	Body	Color	License Number
2024	KIA	SPORTAGE	UP LX AWD	WHITE PEAR	
K24228					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: 719-671-5703 Email: DAN@DANCORSENTINO.COM	
#1 - Customer Reports: customer states secure transportation cert please check and advise	
#2 - KES1: KIA EXPRESS MULTI POINT INSPECTION	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. \*I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.\*

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXXXX7543 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



ACCOUNT RHONDA  
DEBRA J REYNOLDS  
HUERFANO COUNTY TREASURER  
401 MAIN STREET  
SUITE #206  
WALSENBURG, CO 81089

2024 MISCELLANEOUS RECEIPT

# 19824

Item 7d.

2024 0010.1001 COUNTY GENERAL FUND

NEW TRANSPORTATION PERMIT

300.00 (CHECK)

PD BY DC PRIVATE & INVESTIGATIVE SECURITY  
CK#46077

TRANSACTION DATE 06/18/2024 11:22 AMOUNT \$300.00  
RECEIPT VALID UPON CHECKS CLEARING YOUR BANK

ACCOUNT RHONDA  
DEBRA J REYNOLDS  
HUERFANO COUNTY TREASURER  
401 MAIN STREET  
SUITE #206  
WALSENBURG, CO 81089

2024 MISCELLANEOUS RECEIPT

# 19823

2024 0010.1001 COUNTY GENERAL FUND

NEW TRANSPORTATION PERMIT

100.00 (CHECK)

PD BY DC PRIVATE & INVESTIGATIVE SECURITY  
CK#46078

TRANSACTION DATE 06/18/2024 11:21 AMOUNT \$100.00  
RECEIPT VALID UPON CHECKS CLEARING YOUR BANK





## CONTRACT

**THIS AGREEMENT** is between **D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC**, herein referred to as the COMPANY, with the operation of business being conducted at **1045 W 6<sup>th</sup> ST, PUEBLO, COLORADO 81003**,

**& Huerfano County Hospital District d/b/a Spanish Peaks Regional Health Center and Spanish Peaks Veterans Community Living Center**, herein referred to as CLIENT, located at the address below:

**23500 U.S. Hwy. 160, Walsenburg, CO. 81089**

**WHEREAS** the CLIENT requests certain services of patient/resident transportation, and whereas the COMPANY has the capability to transport patients/residents. The following agreement is mutually consented to by both parties.

### **NOW THEREFORE IT IS AGREED THAT:**

1. The COMPANY shall be available to receive calls for service from the CLIENT to transport patients/residents from Spanish Peaks Regional Health Center and Spanish Peaks Veterans Community Living Center Between the hours of 6:00 am through 11:59 pm, seven (7) days a week.
2. The COMPANY shall be available for emergency transportation between the hours of 12:00 am (Midnight) through 6:00 am, with proper two-hour notification, to pick up patient/residents to start transport to designated location.
3. The COMPANY shall be available to transport patients/residents to predetermined locations on holidays with an agreed upon increase in payment for emergency delivery.

#### **4. COMPANY STAFF:**

**4.1 Credentials:** The COMPANY shall provide drivers who possess a Colorado Driver's License, or a Driver's License verified from another state, that have successfully completed a driver's training course from the American Driving Academy.

**4.1.1** The COMPANY shall ensure that each driver has satisfactory communication skills, is aware of issues of diversity, is sensitive to any disability issues, and has been trained on verbal de-escalation. In addition, all drivers will be certified in basic First Aid and CPR.

**4.2 Equipment Required:** The COMPANY shall provide a vehicle that meets state and county standards and complies with the Code of Colorado Regulations for Health Facilities and Emergency Medical Division.

**4.2.1** The COMPANY will provide within the vehicle an internal camera and driver body camera to record video and audio the beginning through the conclusion of





**| D.C. PRIVATE INVESTIGATIONS & SECURITY CONSULTANTS |**

**| OFFICE:** 1045 W 6<sup>th</sup> St, Pueblo, CO 81003 |

**| PHONE:** 719-696-9516 |

**| EMAIL:** dan@dancorsentino.com |

each trip to ensure the safety for patient/resident and driver, a fire extinguisher, tracking device, and first aid kit.

**4.2.2** The driver may or may not be armed, depending on each transport.

**4.3 Background Checks:** COMPANY shall conduct comprehensive background investigations into all COMPANY employees providing any of the services to CLIENT.

**5. TERM:**

**5.1 Initial Term:** This Agreement shall commence on the execution date and be for one (1) calendar year. Thereafter, this agreement shall renew for successive one (1) year terms unless written notice of non-renewal is provided at least fifteen (15) days before the term expires.

**5.2 Termination of Services:** This Agreement may be terminated by either party, without cause, upon a fifteen (15) day written notice to the other party.

**6. COMPENSATION:**

**6.1 Fees:** For all transport one way, the fee will have a base rate of \$262.66. In addition, there will be a milage rate of \$6.28, based upon the Medicaid rate nationwide, and will encompass all transportation from the point of origin to the destination location.

**6.2 Holiday Transport Compensation:** For all transport services performed on Federal National holidays, the rate will increase to \$350 flat fee and \$8.00 per mile one way.

**6.3 Billing Schedule:** CLIENT shall be invoiced bi-weekly, and payment shall be due within fifteen (15) days of invoicing.

**6.4 Yearly Economic Increases:** This contract shall be reviewed annually for any modification based on economic increases.

**7. INSURANCE:** COMPANY is insured by a two-million-dollar general liability insurance policy against any claims for liability by Kinsale Insurance, LLC. COMPANY is insured by Progressive Auto Insurance for maximum claims in Colorado.

**8. LICENSES:** COMPANY is licensed the city of Walsenburg and Huerfano County, Pueblo County the City of Pueblo, El Paso County the City of Colorado Springs, Denver City County, and specific counties in the Denver metro area.

**9. INDEMNIFICATION BY COMPANY:** COMPANY shall defend, indemnify, and hold harmless CLIENT and its directors, officers, employees, and agents from and against all allegations, claims, action, suits, demands, damages, liabilities, obligations, losses, costs, and expenses, including reasonable attorney fees and costs arising out of any negligent act or omission of COMPANY.

**10. DISPUTES:** Any dispute that may arise between the COMPANY and CLIENT shall be first identified in writing by the parties and submitted by the party alleging or making a





| D.C. PRIVATE INVESTIGATIONS & SECURITY CONSULTANTS |

| OFFICE: 1045 W 6<sup>th</sup> St, Pueblo, CO 81003 |

| PHONE: 719-696-9516 |

| EMAIL: dan@dancorsentino.com |

claim within five (5) business days. Subsequently, a date will be set for discussion between the CEO of the COMPANY and the CEO of the CLIENT to resolve any issues. Should there not be a resolution to the issues involved and attorneys are retained in the matter, the next course for problem resolution will be mediation with an agreed upon mediator by both parties to which each party will share the hourly cost of the mediator selected. In the case where mediation fails and the case is filed in a county, state, or federal court, any and all fees will be paid by the respective parties unless state law dictates otherwise.

**10.1 Arbitration:** Any controversy arising out of this agreement or the business relationship between the parties shall be settled by binding arbitration. Any party may demand arbitration by serving upon the other a written demand for arbitration. Thereafter, within thirty days the parties shall agree upon a single person to act as arbitrator. In the event of failure to agree either party may petition a court of competent jurisdiction for the appointment of the arbitrator. Neither party, without the consent of the other party, shall select or seek appointment as an Arbitrator or to conduct the arbitration, the American Arbitration Association or the Judicial Arbitrator Group, Inc. (JAG). The arbitration shall occur in the County of Huerfano, State of Colorado. The parties each waive any right to trial by court or by jury for any dispute arising under this agreement or the relationship between them. The parties shall each share equally in the costs of the arbitrator. The arbitrator may award to the prevailing party attorney fees and costs including the cost of the arbitrator, discovery and depositions as part of any arbitration award. The arbitrator shall not have authority to enter any award for punitive or exemplary damages. Each party waives any claim for any award of exemplary or punitive damages. The arbitrator shall have the authority to determine the issues to be arbitrated. The provisions of this arbitration agreement are severable and if any provision is found to be invalid, the arbitration agreement shall be interpreted and enforceable excluding any such invalid provision. This Arbitration provision shall survive termination of the agreement.

**11. INDEPENDENT CONTRACTOR:** It is expressly acknowledged by the parties here to that COMPANY is an independent contractor with respect to CLIENT and nothing in this Agreement is intended nor shall be construed to create between COMPANY and CLIENT an employer/employee relationship, a joint venture relationship, or a lease or landlord-tenant relationship, or to allow the CLIENT to exercise control or direction over the manner or method by which COMPANY provides the services that are the subject matter of this agreement; provided, always, that the services to be provided hereunder by COMPANY shall be provided in a manner consistent with the professional standards governing such services and the provisions of this agreement. COMPANY is free from control and direction in the performance of the services hereunder and is customarily engaged in the independent business related to the services performed. CLIENT does not require that the COMPANY perform such services exclusively for CLIENT. CLIENT will not oversee the actual work or instruct COMPANY as to how the work will be performed. COMPANY and its employees shall not be eligible to participate in CLIENT benefit plans such as





health, dental, and disability insurance, or any other benefits.

**12. SCOPE OF SERVICE:** COMPANY services include the following, but may not be limited to, based upon company policy, driver discretion, and unforeseen events to include emergencies:

- Licensed driver, upon receiving notification for client transport, will drive to designated location in Walsenburg, Colorado, to pick up patient/resident.
- The driver shall be equipped with a body camera that will be continuously recording audio and video from the beginning of transport until the patient/resident has been fully received to the destination with authorized sign over.
- Driver will inform client of the rules of the vehicle
- Driver shall only receive patients/residents above the age of fourteen (14) with medical clearance and proper documentation for transport.
- Patient/resident may be subject to a weapon search, based upon threat level known or unknown.
- Driver shall direct patient/resident to right rear passenger side of the vehicle and ensure patient/resident is properly seated with safety belt activated.
- In rare instances, patient/resident will be placed in front passenger seat if patient/resident is concerned about becoming car sick, claustrophobic, or any other medical concern.
- Driver shall document in writing starting mileage from origination point in Walsenburg and confirm starting mileage on Connect Teams Software for verification.
- The driver will begin his/her route to destination, obeying and in compliance with Colorado driving laws.
- In the event of a medical emergency, driver will reroute patient/resident to nearest emergency care facility and notify all interested parties. 911 will be notified in event, if necessary.
- In the event that patient/resident needs restroom facilities, it will be at the discretion of the driver to locate the first available restroom for the patient/resident.
- Driver shall escort patient/resident inside facility, wait, and escort patient/resident back to vehicle to ensure patient/resident safety and security.
- Driver shall continue the route to designated location.
- Upon arrival at final destination, the driver shall escort the patient/resident to point of entry for acceptance, and ensure patient/resident has arrived safely.
- Upon patient/resident's acceptance at receiving facility, driver shall receive written acceptance from healthcare facility.
- Driver shall notify supervisor that transport is complete and that they are returning to main office after receiving acceptance signature.

**13. Client Expectations:**





| D.C. PRIVATE INVESTIGATIONS & SECURITY CONSULTANTS |

Item 7d.

| OFFICE: 1045 W 6<sup>th</sup> St, Pueblo, CO 81003 |

| PHONE: 719-696-9516 |

| EMAIL: dan@dancorsentino.com |

Notify the COMPANY for transport within a reasonable period of time. (Reasonable being two to three hours before expected transportation)

- Present to COMPANY nonviolent patients/residents who pose no threat and/or minimal threat to driver.
- COMPANY will ask CLIENT to perform a weapons search to patient/resident prior to transportation with the observation of assigned COMPANY driver.
- Ensure healthcare facility destination is prepared to receive patient/resident.
- Prior to departure, CLIENT shall have case worker sign COMPANY transfer document of patient/resident from Spanish Peaks to COMPANY driver.
- Ensure patient/resident is aware of rules of transportation.
- Within HIPPA's provision for coordination of care or Healthcare Operations, CLIENT will inform COMPANY of any potential medical issues related to safe transport of the patient/resident.
- CLIENT must be available for any and all communications between driver or COMPANY during transportation.





| D.C. PRIVATE INVESTIGATIONS & SECURITY CONSULTANTS

Item 7d.

| OFFICE: 1045 W 6<sup>th</sup> St, Pueblo, CO 81003 |

| PHONE: 719-696-9516 |

| EMAIL: dan@dancorsentino.com |

Monitoring and security measures are conducted

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By signing and dating this document you are agreeing to the terms and conditions of this contract and will also receive a yearly updated contract. The term of this contract begins on the date above. Subsequently, this contract will end on \_\_\_\_\_ of 20\_\_\_. At that time, the contract will be up for renewal.

*D.C. PRIVATE INVESTIGATIONS  
AND SECURITY CONSULTANTS LLC:*

*[Handwritten signature of Dan Corsentino]*  
\_\_\_\_\_  
*Dan Corsentino*

*CLIENT :*

\_\_\_\_\_  
*(DESIGNEE)*

*[Handwritten date: June 21, 2024]*  
\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*(DESIGNEE)*

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



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



**HUERFANO COUNTY GOVERNMENT  
 DECISION MEMORANDUM**

**Date:** June 25, 2024  
**To:** Huerfano County Board of County Commissioners  
**From:** Carl Young, County Administrator  
**Re:** State and Local Assistance Fund Re-Obligation Request

**Summary:** This is a request to obligate the remainder of the funding received from the American Rescue Plan Act to specific needs and requests. In March of 2021, the American Rescue Plan Act authorized the \$350 billion State and Local Coronavirus Fiscal Recovery Fund, which provided \$65.1 billion in direct, flexible aid to every county in America. Huerfano County was allocated \$1,339,661.00 and has obligated and/or spent all of these fund. This is a request to re-obligate some of these funds for urgent needs.

**Requested Motion/Action:** Motion to de-obligate American Rescue Act Funds as follows:

- 1) \$150,000 from Countywide Housing Projects;
- 2) \$201,000 from County Parks and Recreation;
- 3) \$31,000 from Non-Profits/Community Projects; and
- 4) \$20,000 from the Huerfano County Tourism Board

and to obligate American Rescue Plan Act Funds as follows:

- 1) \$302,000 to the Law Enforcement Center HVAC; and
- 2) \$100,000 to Huerfano County Economic Development for a Truck Driving School and Industrial Park

**Current Obligations:**

<b>Agency/Purpose</b>	<b>Spent</b>	<b>Unspent</b>	<b>Total</b>
Staff Vaccine Incentives	\$42,500	\$0	\$42,500
Fox Theatre Walsenburg - Events	\$50,000	\$0	\$50,000
Sherriff Hazard Pay Bonus	\$68,000	\$0	\$68,000
Countywide Housing Projects	\$0	\$250,000	\$250,000
Gardner Public Improvement District	\$0	\$250,000	\$250,000
Broadband	\$0	\$0	\$0
County Parks and Recreation	\$107,524.15	\$276,637	\$384,161
Cuchara Sanitation and Water District	\$25,000	\$0	\$25,000
Dorcas Circle	\$100,000	\$0	\$100,000
Non-Profits/Community Projects	\$69,000	\$31,000	\$100,000
Huerfano County Tourism Board	\$0	\$20,000	\$20,000
Spanish Peaks Regional Health Center	\$50,000	\$0	\$50,000
<b>Total</b>	<b>\$512,024</b>	<b>\$827,637</b>	<b>\$1,339,661</b>



**Obligations if Implemented as Recommended**

<b>Agency/Purpose</b>	<b>Spent</b>	<b>Unspent</b>	<b>Recommended</b>	<b>Total</b>
<i>Staff Vaccine Incentives</i>	\$42,500	\$0		\$42,500
<i>Fox Theatre Walsenburg - Events</i>	\$50,000	\$0		\$50,000
<i>Sherriff Hazard Pay Bonus</i>	\$68,000	\$0		\$68,000
Countywide Housing Projects	\$0	\$250,000	(\$150,000)	\$100,000
Gardner Public Improvement District	\$0	\$250,000		\$250,000
Broadband	\$0	\$0		\$0
County Parks and Recreation	\$107,524	\$276,637	(\$201,000)	\$183,161
<i>Cuchara Sanitation and Water District</i>	\$25,000	\$0		\$25,000
<i>Dorcias Circle</i>	\$100,000	\$0		\$100,000
<i>Non-Profits/Community Projects</i>	\$69,000	\$31,000	(\$31,000)	\$69,000
Huerfano County Tourism Board	\$0	\$20,000	(\$20,000)	\$0
Spanish Peaks Regional Health Center	\$50,000	\$0		\$50,000
Law Enforcement Center HVAC	\$0	\$0	\$302,000	\$302,000
Industrial Park	\$0	\$0	\$100,000	\$100,000
<b>Total</b>	<b>\$512,024</b>	<b>\$827,637</b>	<b>\$0</b>	<b>\$1,339,661</b>

Line items in italics above have been fully spent. Line items with unspent funds remaining if this recommendation is implemented as recommended are listed below:

<b>Agency/Purpose</b>	<b>Spent</b>	<b>Remaining</b>
Countywide Housing Projects	\$0	\$100,000
Gardner Public Improvement District	\$0	\$250,000
County Parks and Recreation	\$107,524	\$75,637
Spanish Peaks Regional Health Center	\$50,000	\$50,000
Law Enforcement Center HVAC	\$0	\$302,000
Industrial Park	\$0	\$100,000
<b>Total</b>	<b>\$512,024</b>	<b>\$827,637</b>

**Background:**

An obligation is not an authorization to expend funds. Funds must be obligated by December 31, 2024 and expended by December 31, 2026. Unexpended funds must be returned to the U.S. Department of the Treasury. Funds may be de-obligated and re-obligated before December 31, 2024 without penalty. However, it is possible that after that date de-obligated funds will have to be returned to the Treasury Department.

\_\_\_\_\_  
Signature of the Chair

Approved

Approved with Changes

Denied



# PURCHASE ORDER

## Huerfano County

Purchase Order#: 264

Purchase OrderDate: 6/20/2024

Vendor: **CONVERGINT / 8384**  
**7330 SOUTH ALTON WAY**  
**CENTENNIAL, CO 80112**

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

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Cameras	1	\$34,540.92	\$34,540.92	071-50000-51861
TOTAL:			\$34,540.92	

### NOTES:

Outdoor Bullet Camera, dome and arm

### APPROVALS:

Approving Authority:

Budget Officer:









7330 South Alton Way - 12K  
Centennial, Colorado 80112  
Phone | Mobile 720-660-4944  
justin.land@convergint.com

May 28, 2024

Huerfano County  
401 Main Street

Walsenburg, Colorado 81089

Attention: Anthony Luginbill

Quotation: JL27690580P

Project: Huerfano County - Verkada Cameras  
10 Year Cloud Services  
401 Main Street  
Walsenburg, Colorado 81089

## Project Investment

**Total \$34,540.92**

## Scope of Work – Materials Only

Convergint will provide and ship the devices listed on the below Bill of Materials to Huerfano County.





## Clarifications and Exclusions

1. Shipping is included in this proposal.
2. Material sale only, no installation or other services provided required.
3. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

### Bill of Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	6.00	CB62-512TE-HW	CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max	\$1,582.50	\$9,495.00
2	5.00	CD62-30E-HW	CD62-E Outdoor Dome Camera, 512GB, 30 Days Max	\$1,415.83	\$7,079.15
3	5.00	ACC-MNT-ARM-1	Arm Mount	\$82.50	\$412.50
4	11.00	LIC-CAM-10Y	10-Year Camera License	\$1,499.17	\$16,490.87

<b>Equipment Total</b>	\$33,477.52
<b>Shipping</b>	\$1,063.40
<b>Estimated Sales Tax</b>	\$0.00
<b>Total Project Price</b>	\$34,540.92





**Total Project Investment:**

**\$ 34,540.92**

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Convergint  
Justin Land

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

_____	_____
Customer Name (Printed)	May 28, 2024
_____	_____
Authorized Signature	Date
_____	_____
	Title





Convergent Technologies Terms and Conditions (Install & T&M)

Version 4.0 (US AND CANADA) July 2023

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
b. To provide access to all areas of the site which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergent;
d. To remove site obstacles and job safety hazards;
e. To promptly participate and approve acceptance testing, if applicable;
f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at https://www.convergent.com/terms/, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority: riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Table with 2 columns: Insurance Type and Statutory Limits. Rows include Worker's Compensation, Employer's Liability, Commercial General Liability, Automobile Liability, and Excess/Umbrella Liability.

Commercial General Liability policy shall name the Customer as 'additional insured' on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.





**SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS**

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

**SECTION 11. PERSONAL DATA & SECURITY**

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

**SECTION 12. INTELLECTUAL PROPERTY**

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

**SECTION 13. PRICE ADJUSTMENT**

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

**SECTION 14. TERMINATION**

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

**SECTION 15. GOVERNING LAW AND DISPUTES**

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

**SECTION 16. MISCELLANEOUS**

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.ca/en/terms/>.







# PURCHASE ORDER

## Huerfano County

Purchase Order#: 265

Purchase OrderDate: 6/21/2024

Vendor: **HUERFANO COUNTY ECONOMIC / 7771**  
**PO BOX 308**  
**WALSENBURG, CO 81089**

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

**Order Description:**

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Industrial Park Project	1	\$100,000.00	\$100,000.00	071-50000-51861
TOTAL:			\$100,000.00	

**NOTES:**

Fencing/septic/water line/sign/engineering

**APPROVALS:**

Approving Authority:

Budget Officer:



Budget for Industrial Park

1. Fencing and installation -	\$40,000.00
2. Septic System -	7,000.00
3. Water line and Tap fee	13,000.00
4. Sign	30,000.00
5. Engineering	10,000.00
Total Cost	\$100,000.00





## MEMORANDUM

**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** June 25, 2024

**ITEM NAME:** Accept Award DOLA EIAF Grant for Law Enforcement Center HVAC

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

**SUMMARY:** Huerfano County has been awarded a DOLA Energy Impact Grant in the amount of \$200,000 for the Law Enforcement Center HVAC conversion to a direct cooling system. Previous discussions have leaned towards the variable rate system that is more expensive upfront, but cheaper to operate and easier to maintain. Other items in today’s meeting address how to cover that cost.

**RECOMMENDATION:** Motion to accept the award of a DOLA Energy Impact Grant in the amount of \$200,000.

**BACKGROUND:** The DOLA EIAF fund serves political subdivisions impacted by the development, processing, or energy conversion of minerals and mineral fuels. This fund is used to promote sustainable community development and increase livability and resilience of communities through strategic investments in asset-building activities, especially in rural Colorado.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

NOTES:





## MEMORANDUM

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

**MEETING DATE:** June 25, 2024

**ITEM NAME:** OEDIT Grant Pass-Through to HCED

**SUBMITTED BY:** Robert Gilbert and Carl Young

**SUMMARY:** Huerfano County Economic Development, Inc. (HCED) applied for and was awarded an OEDIT grant, separate from and not include the County. OEDIT’s contracting team added a provision, without our knowledge, that this grant had to be paid out to Huerfano County.

**RECOMMENDATION:** Motion to approve the pass through of \$9,253.41 to HCED and to instruct staff to work with HCED and OEDIT to determine the full amount of the pass through for future BOCC approval.

**BACKGROUND:**

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

**NOTES:**



**Open Invoices by Fund/Department (APLT22)**

**Huerfano County**

Vendor

Account Description

Invoice Amt

Invoice

Inv Date Invoice Description

Fund Totals		
Fund	Fund Name	Fund Total
001	GENERAL FUND	\$124,132.67
002	ROAD & BRIDGE FUND	\$46,993.65
003	LODGING TAX TOURISM F	\$8,230.63
004	SPECIAL PROJECT FUND	\$105,729.90
050	CONSERVATION TRUST F	\$3,000.00
062	FEDERAL FOREST PROJEC	\$54.67
069	EMERGENCY SERVICES F	\$47,872.15
070	GARDNER PUBLIC IMP DI	\$9,197.29
	<b>Total:</b>	<b>\$345,210.96</b>



**Selection Criteria:**

Vendor =  
Bank =

Batch =  
Due Date =  
Invoice Date =

**Open Invoices by Fund/Department (APLT22)**

**Huerfano County**

Vendor		Invoice	Inv Date	Account Description	Account	Invoice Description	Account Description	Invoice Amt
Fund: 001	GENERAL FUND							
Dept: 40124	LAND USE AND BUILDING							
1021	HUERFANO COUNTY	04152024	5/15/2024	2022 Ford Maverick repairs/maintenance	0014012451380	REPAIRS/MAINTENANCE		\$97.43
1021	HUERFANO COUNTY	06182024	6/17/2024	fuel charges May 15 to Jun 15 2024	0014012451335	FUEL REIMBURSEMENT		\$139.44
8449	Urban Atelier LLC	24-003	6/10/2024	On Call Planning Services	0014012451310	PROFESSIONAL SERVICES		\$300.00
							Subtotal for Department: 40124 :	\$536.87
							Total for Fund: 001 :	\$124,132.67



**Open Invoices by Fund/Department (APLT22)**

**Huerfano County**

Vendor Invoice Amt

Account Description

Account

Invoice Description

Invoice

Inv Date

Fund:	001	GENERAL FUND							
Dept:	40210	CLERK AND RECORDER							
3167	DEEP ROCK		0014021051210					OFFICE SUPPLIES	\$68.94
	13783492		6/12/2024	Water					
5304	MOBILE RECORD SHREDDERS		0014021051210					OFFICE SUPPLIES	\$13.20
	co87523		5/24/2024	Shred					
5377	SAUL'S CREEK ENGINEERING		0014021051383					MAINTENANCE CONTRACT	\$6,000.00
	24017		6/15/2024	Internet service, maintenance and support Jul-Dec24					
7201	STATE OF COLORADO		0014021051322					POSTAGE	\$440.58
	000028956		5/30/2024	May mailers					

Subtotal for Department: 40210 : \$6,522.72

Total for Fund: 001 : \$124,132.67



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor

Account Description

Account

Invoice Description

Invoice

Inv Date

Invoice Amt

Vendor	Account Description	Account	Invoice Description	Invoice	Inv Date	Invoice Description	Invoice Amt
<b>Fund: 001</b>	<b>GENERAL FUND</b>						
<b>Dept: 40400</b>	<b>ASSESSOR</b>						
8426	ASCEND DIRECT LLC	0014040051350	0014040051350	3940	5/24/2024	real property notice of valuation 2024	\$175.00
1306	AVENU INSIGHTS & ANALYTICS	0014040051814	0014040051814	INVB-053858	5/29/2024	MAY INVOICE	\$2,846.13
7221	AXIS BUSINESS TECHNOLOGIES	0014040051383	0014040051383	373000	6/20/2024	COPY MACHINE KYOCERA MAINT FEE	\$34.30
1021	HUERFANO COUNTY	0014040051380	0014040051380	05152024	6/17/2024	oil change on 22 ford maverick	\$114.22
1021	HUERFANO COUNTY	0014040051335	0014040051335	06182024	6/17/2024	fuel charges May 15 to Jun 15 2024	\$147.56
8178	ValueWest Inc.	0014040051310	0014040051310	2685	5/20/2024	may invoice	\$2,250.00
Subtotal for Department: 40400 :							\$5,567.21
Total for Fund: 001 :							\$124,132.67



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor	Invoice	Inv Date	Account Description	Account	Invoice Description	Account Description	Invoice Amt
1041	WALSENBURG LUMBER COMPANY 305290	6/3/2024	0014060051380	0014060051380	REPAIRS/MAINTENANCE	REPAIRS/MAINTENANCE	\$5.25
1041	WALSENBURG LUMBER COMPANY 306374	6/4/2024	0014060051380	0014060051380	REPAIRS/MAINTENANCE	REPAIRS/MAINTENANCE	\$2.85
1041	WALSENBURG LUMBER COMPANY 307459	6/5/2024	0014060051380	0014060051380	REPAIRS/MAINTENANCE	REPAIRS/MAINTENANCE	\$14.59
1041	WALSENBURG LUMBER COMPANY 3099289	6/6/2024	0014060051220	0014060051220	OPERATING SUPPLIES	OPERATING SUPPLIES	\$34.96
1041	WALSENBURG LUMBER COMPANY 312870	6/10/2024	0014060051220	0014060051220	OPERATING SUPPLIES	OPERATING SUPPLIES	\$2.99
4555	WASTE CONNECTIONS OF CO, INC 5106234V316	6/1/2024	0014060051311	0014060051311	SEWER/WATER/TRASH	SEWER/WATER/TRASH	\$190.32
Subtotal for Department: 40600 :							\$2,001.25
Total for Fund: 001 :							\$124,132.67



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor	Invoice	Inv Date	Account Description	Invoice Description	Account Description	Invoice Amt
1004 LA VETA OIL LLC	10329-513-530	5/31/2024	0014211051335	Fuel, Vehicle Tow	FLEET FUEL	\$30.81
8265 LG MAINTENANCE ENTERPRISES, LLC	1005	6/16/2024	0014211051342	Covered court security for 8 Hrs 5/23/24	CONTRACT PAY/JUDICIAL SEC	\$150.00
8134 LOVE'S TRAVEL STOPS & COUNTRY	6010518747	6/5/2024	0014211051335	Fuel - 316.534 gal @ 3.3106	FLEET FUEL	\$1,047.92
7726 O'REILLY AUTOMOTIVE INC	2722135-6724	5/28/2024	0014211051380	Vehicle maintenance supplies	REPAIRS/MAINTENANCE	\$90.09
5024 PRO COM	109375	5/31/2024	0014211051310	Post Accident Screens	PROFESSIONAL SERVICES	\$45.00
8007 THOMSON REUTERS-WEST Payment Center	850242068	6/1/2024	0014211051719	Arrest Gateway & LE Plus	OPERATING SOFTWARE	\$493.94
1041 WALSENBURG LUMBER COMPANY	9-250-61024-1	5/31/2024	0014211051220	SO - Operating Supplies	OPERATING SUPPLIES	\$82.09
1041 WALSENBURG LUMBER COMPANY	9-250-61024-1	5/31/2024	0014211051380	SO - Operating Supplies	REPAIRS/MAINTENANCE	\$2.99
1041 WALSENBURG LUMBER COMPANY	319761	6/14/2024	0014211051380	parts and supplies acc 09000252	REPAIRS/MAINTENANCE	\$106.40

Subtotal for Department: 42110 : \$28,078.19

Total for Fund: 001 : \$124,132.67



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
			Invoice Description		
8394 Nancy Lynn Winsor	NW-053024	5/30/2024	0014212051933	JAIL BEHAVIORAL HEALTH/MAT	\$1,434.72
			JBBS Coordinator-Reimbursable Hours 5/01 - 5/30		
8396 NaTasha Reifschneider	NTR-053024	5/30/2024	0014212051933	JAIL BEHAVIORAL HEALTH/MAT	\$852.00
			JBBS/MAT Counseling/Intake Services 5/01 - 5/30		
5024 PRO COM	109375	5/31/2024	0014212051310	PROFESSIONAL SERVICES	\$45.00
			Post Accident Screens		
8382 SHAMROCK FOODS COMPANY	30762258	5/11/2024	0014212051313	MEALS	\$743.89
			Inmate Meals		
8382 SHAMROCK FOODS COMPANY	30802962	5/25/2024	0014212051313	MEALS	\$684.63
			Inmate Meals		
8382 SHAMROCK FOODS COMPANY	30802963	5/25/2024	0014212051313	MEALS	\$1,288.14
			Inmate Meals		
8382 SHAMROCK FOODS COMPANY	30823522	6/1/2024	0014212051313	MEALS	\$819.32
			Inmate Meals		
8382 SHAMROCK FOODS COMPANY	30823521	6/1/2024	0014212051313	MEALS	\$365.13
			Inmate Meals		
8382 SHAMROCK FOODS COMPANY	31044894	6/8/2024	0014212051313	MEALS	\$590.01
			Inmate Meals		
8382 SHAMROCK FOODS COMPANY	31044895	6/10/2024	0014212051313	MEALS	\$867.33
			Inmate meals, Supplies		
8382 SHAMROCK FOODS COMPANY	31044895	6/10/2024	0014212051220	OPERATING SUPPLIES	\$172.08
			Inmate meals, Supplies		
8382 SHAMROCK FOODS COMPANY	31067342	6/15/2024	0014212051313	MEALS	\$690.06
			Inmate Meals		
8382 SHAMROCK FOODS COMPANY	31067343	6/15/2024	0014212051313	MEALS	\$1,071.64
			Inmate meals, cleaning supplies		
8382 SHAMROCK FOODS COMPANY	31067343	6/15/2024	0014212051220	OPERATING SUPPLIES	\$114.88
			Inmate meals, cleaning supplies		

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# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Invoice Amt

Account Description

Account

Invoice Description

Invoice

Inv Date

Vendor	Fund:	Dept:	Account	Inv Date	Invoice Description	Invoice Amt
	001	42130	0014213051220	6/14/2024	FEMA Body Bags and shipping	\$430.00
	GENERAL FUND	CORONER				
			0014213051330	6/21/2024	on call 05/28/24 to 06/17/2024 and mileage	\$50.92
					TRAVEL & TRANSPORTATION	
			0014213051441	6/21/2024	on call 05/28/24 to 06/17/2024 and mileage	\$488.00
					INVESTIGATION	
			0014213051380	5/16/2024	portable radios XTS2500 model II Coroner programming	\$610.10
					REPAIRS/MAINTENANCE	
			0014213051315	6/3/2024	autopsies 05/18/2024 and 05/29/2024 acc 451108	\$3,100.00
					AUTOPSIES	
			0014213051441	6/20/2024	on call 06/04/2024 to 06/08/2024	\$210.00
					INVESTIGATION	
					<b>Subtotal for Department: 42130 :</b>	<b>\$4,889.02</b>
					<b>Total for Fund: 001 :</b>	<b>\$124,132.67</b>



Open Invoices by Fund/Department (APLT22)

Huerfano County

Vendor

Account Description

Account

Invoice Description

Inv Date

Invoice

Fund: 001

GENERAL FUND

Dept: 46400

AIRPORT

1041 WALSENBURG LUMBER COMPANY  
290756

5/21/2024 KEY  
0014640051220

OPERATING SUPPLIES

\$5.48

\$5.48

Subtotal for Department: 46400 :

\$124,132.67

Total for Fund: 001 :



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor

Account Description

Account

Invoice Description

Inv Date

Invoice

Invoice Amt

Fund:	001	GENERAL FUND							
Dept:	47900	ADMINISTRATION							
7390	CRESTONE GRAPHICS	00147900051210	00147900051210	OFFICE SUPPLIES					\$489.98
	06212024	4000 window envelopes	6/18/2024						
1021	HUERFANO COUNTY	00147900051335	00147900051335	FUEL REIMBURSEMENT					\$52.08
	06182024	fuel charges May 15 to Jun 15 2024	6/17/2024						
8273	Kimberly Sue Trujillo	00147900051457	00147900051457	CELLULAR PHONE SERVICE					\$40.00
	06012024	monthly cell phone stipend Jun24	6/1/2024						
5304	MOBILE RECORD SHREDDERS	00147900051210	00147900051210	OFFICE SUPPLIES					\$13.20
	CO87524	monthly service	5/24/2024						
5304	MOBILE RECORD SHREDDERS	00147900051210	00147900051210	OFFICE SUPPLIES					\$13.20
	CO88593	4 week scheduled service	6/21/2024						
8429	SHULTZ LAW OFFICE, LLC	00147900051310	00147900051310	PROFESSIONAL SERVICES					\$6,454.50
	1067	Legal Services	5/31/2024						
Subtotal for Department: 47900 :									\$7,062.96
Total for Fund: 001 :									\$124,132.67



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor	Invoice	Inv Date	Account Description	Account	Invoice Description	Invoice Amt
<b>Fund: 001 GENERAL FUND</b> <b>Dept: 50100 PARKS AND RECREATION</b>						
8203	ADAM SPERANDIO	06142024	UMP 19 games Adult Rec	0015010051892	ADULT RECREATION	\$380.00
8347	CELENA VALDEZ	06182024	gas refund	0015010051330	TRAVEL & TRANSPORTATION	\$30.00
1021	HUERFANO COUNTY	06182024	fuel charges May 15 to Jun 15 2024	0015010051335	FUEL REIMBURSEMENT	\$117.32
8311	JENNIFER PORRAS-SANCHEZ	06142024	Bookkeeper Adult Rec 4 games	0015010051892	ADULT RECREATION	\$80.00
8462	Jerad R. Lessar	06142024	UMP 24 games Adult Rec	0015010051892	ADULT RECREATION	\$480.00
8461	Jordan N. Porras	06212024	6 games Adult Rec Bookkeeper	0015010051892	ADULT RECREATION	\$120.00
8410	Katie Sporcich	06142024	Softball Director Adult Rec	0015010051892	ADULT RECREATION	\$500.00
7998	LESTER BERRY	06012024	monthly cellphone stipend	0015010051457	CELLULAR SERVICE	\$40.00
7388	MOUNTAIN DISPOSAL, INC	06212024	monthly toilet May 24 acc 18730	0015010051220	OPERATING SUPPLIES	\$190.00
8459	Pete Trujillo	June2024	gardner community center refund 06/11/2024	0015010051889	DEPOSIT REFUND GARDNER CC	\$150.00
8249	SHELBY LESSAR	06142024	Bookkeeper Adult Rec 2 games	0015010051892	ADULT RECREATION	\$40.00
8463	Tiffany Ortiz	06132024	community center refund 06152024	0015010051340	DEPOSIT REFUNDS WALSENBU	\$300.00



Open Invoices by Fund/Department (APLT22)

Huerfano County

Vendor Invoice Invoice Date Inv Date Invoice Description Account Description Invoice Amt

Fund: 001 GENERAL FUND  
Dept: 50200 JUDICIAL CENTER  
8265 LG MAINTENANCE ENTERPRISES, LLC 1006 Jun24 6/1/2024 Judicial Center Maintenance 0015020051310 PROFESSIONAL SERVICES \$3,000.00

Subtotal for Department: 50200 : \$3,000.00

Total for Fund: 001 : \$124,132.67



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor	Invoice	Inv Date	Account Description	Account Description	Invoice Amt
1009 CITY AUTO PARTS	5275-296019	5/6/2024	0024304051506 FILTER	PARTS	\$3.74
1009 CITY AUTO PARTS	525-296043	5/7/2024	0024304051506 BELT TENSIONER	PARTS	\$101.21
1009 CITY AUTO PARTS	5275-296037	5/7/2024	0024304051506 FILTER	PARTS	\$59.59
1009 CITY AUTO PARTS	5275-296048	5/7/2024	0024304051506 BATTERY	PARTS	\$154.29
1009 CITY AUTO PARTS	5275-296073	5/8/2024	0024304051506 RADIATOR	PARTS	\$228.15
1009 CITY AUTO PARTS	5275-296075	5/8/2024	0024304051506 LOCKTITE	PARTS	\$23.99
1009 CITY AUTO PARTS	5275-296096	5/8/2024	0024304051506 JB WELD	PARTS	\$10.29
1009 CITY AUTO PARTS	5275-296108	5/9/2024	0024304051506 ORING	PARTS	\$3.96
1009 CITY AUTO PARTS	5275-296106	5/9/2024	0024304051506 FILTER	PARTS	\$18.53
1009 CITY AUTO PARTS	5275-296196	5/13/2024	0024304051506 OIL PRESS SWITCH	PARTS	\$15.29
1009 CITY AUTO PARTS	5275-296162	5/13/2024	0024304051506 FILTER	PARTS	\$12.73
1009 CITY AUTO PARTS	5275-296156	5/13/2024	0024304051506 BATTERY/FILTER	PARTS	\$221.78
1009 CITY AUTO PARTS	5275-296242	5/15/2024	0024304051506 THERMOSTAT	PARTS	\$57.73
1009 CITY AUTO PARTS	5275-296237	5/15/2024	0024304051506 FILTERS	PARTS	\$106.05

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# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor	Invoice	Inv Date	Account Description	Account	Invoice Description	Account Description	Invoice Amt
1009	CITY AUTO PARTS 5275-296544	5/30/2024	0024304051506	PARTS			\$34.01
4475	CITY OF WALSENBURG 06182024	6/3/2024	0024304051501	GRAVEL/SAND/SALT	lone tree May 2024 Charges		\$631.12
8092	DVL GROUP INC. P100001040	4/29/2024	0024304051507	CONTRACTED REPAIRS	OR00001074 switch hi-temp part 0A6751		\$105.99
5752	INTERSTATE BILLING SERVICE, IN 3037395597	5/29/2024	0024304051506	PARTS	EXHAUST		\$111.80
5752	INTERSTATE BILLING SERVICE, IN 3037352983	5/30/2024	0024304051506	PARTS	CLAMP		\$20.90
1032	J. M. TIRE COMPANY 1-120673	5/2/2024	0024304051505	TIRES AND TUBES	TIRE		\$75.00
1032	J. M. TIRE COMPANY 1-GS120763	5/8/2024	0024304051505	TIRES AND TUBES	TIRES		\$156.50
1032	J. M. TIRE COMPANY 1-120975	5/22/2024	0024304051505	TIRES AND TUBES	TIRE		\$176.22
2788	JOHN DEERE FINANCIAL F30527	5/7/2024	0024304051506	PARTS	CHAINS AW CHAIN		\$38.99
1004	LA VETA OIL LLC 25380	5/3/2024	0024304051504	GAS, FUEL AND OIL	FUEL		\$43.84
1004	LA VETA OIL LLC 25400	5/6/2024	0024304051504	GAS, FUEL AND OIL	FUEL		\$31.10
1004	LA VETA OIL LLC 25418	5/7/2024	0024304051504	GAS, FUEL AND OIL	FUEL		\$60.28
1004	LA VETA OIL LLC 25463	5/13/2024	0024304051504	GAS, FUEL AND OIL	FUEL		\$49.33
1004	LA VETA OIL LLC 25474	5/14/2024	0024304051504	GAS, FUEL AND OIL	FUEL		\$61.24

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# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
4806 SAFETY KLEEN	94405971	6/7/2024	0024304051504 Service and Fuel charges acc HU14200/HU14199	GAS, FUEL AND OIL	\$251.90
2482 SPRADLEY CHEVROLET OF PUEBLO	50145612	5/20/2024	0024304051506 hood latch, cable	PARTS	\$810.24
2482 SPRADLEY CHEVROLET OF PUEBLO	50145625	5/20/2024	0024304051506 HOSES	PARTS	\$162.91
2482 SPRADLEY CHEVROLET OF PUEBLO	50145654	5/21/2024	0024304051506 CREDIT, LATCH, CABLE	PARTS	(\$233.05)
2482 SPRADLEY CHEVROLET OF PUEBLO	50145653	5/21/2024	0024304051506 LATCH, CABLE	PARTS	\$289.34
4532 THE WESTERN GROUP-OREGON	431752	5/14/2024	0024304051506 CLAMP RAILS	PARTS	\$330.08
7142 U.S. AUTOFORCE	004605559	5/21/2024	0024304051505 TIRES	TIRES AND TUBES	\$997.60
7142 U.S. AUTOFORCE	0004663521	5/28/2024	0024304051505 TIRES	TIRES AND TUBES	\$947.16
1006 WAGNER EQUIPMENT COMPANY	ARLB105477	4/2/2024	0024304051506 CREDIT	PARTS	(\$1,751.40)
1006 WAGNER EQUIPMENT COMPANY	P03C0584585	4/12/2024	0024304051506 SEAL	PARTS	\$116.00
1006 WAGNER EQUIPMENT COMPANY	P03C0585077	4/20/2024	0024304051506 PULLEY	PARTS	\$63.03
1006 WAGNER EQUIPMENT COMPANY	P03C0585534	4/27/2024	0024304051506 BUSHING	PARTS	\$66.25
1006 WAGNER EQUIPMENT COMPANY	P03C0585705	4/30/2024	0024304051506 CYLINDER	PARTS	\$106.46
1006 WAGNER EQUIPMENT COMPANY	P03C0585613	4/30/2024	0024304051506 O RINGS	PARTS	\$498.12

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**Open Invoices by Fund/Department (APLT22)**

**Huerfano County**

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
1006	WAGNER EQUIPMENT COMPANY P03C0587368	5/31/2024	0024304051506 FILTER	PARTS	\$78.10
1041	WALSENBURG LUMBER COMPANY 272722	5/3/2024	0024304051506 ANCHOR BOLTS	PARTS	\$10.47
1041	WALSENBURG LUMBER COMPANY 277413	5/8/2024	0024304051503 LUMBER	CULVERTS AND LUMBER	\$33.78
1041	WALSENBURG LUMBER COMPANY 285411	5/16/2024	0024304051503 LUMBER	CULVERTS AND LUMBER	\$32.60
Subtotal for Department: 43040 :					\$44,422.39
Total for Fund: 002 :					\$46,993.65



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
1009 CITY AUTO PARTS	5275-296295	5/16/2024	0024308051220 EXTENSIONS	OPERATING SUPPLIES	\$40.65
1009 CITY AUTO PARTS	5275-296436	5/23/2024	0024308051220 BULB	OPERATING SUPPLIES	\$3.45
1009 CITY AUTO PARTS	5275-296549	5/30/2024	0024308051220 BULBS	OPERATING SUPPLIES	\$23.70
1009 CITY AUTO PARTS	5275-296565	5/30/2024	0024308051220 GASKET MAKER	OPERATING SUPPLIES	\$35.97
1032 J. M. TIRE COMPANY	1-1020605	5/3/2024	0024308051310 SENSORS	PROFESSIONAL SERVICES	\$361.54
1032 J. M. TIRE COMPANY	1-120966	5/21/2024	0024308051310 ROTATE	PROFESSIONAL SERVICES	\$35.00
4487 JERRY SPORCICH	06012024	6/1/2024	0024308051457 monthly cell phone stipend Jun 24	CELLULAR SERVICE	\$40.00
2788 JOHN DEERE FINANCIAL	F30414	5/6/2024	0024308051220 SUPPLIES	OPERATING SUPPLIES	\$29.98
8017 LIGHTNING BOLT INC.	246569	5/3/2024	0024308051220 FASTENERS	OPERATING SUPPLIES	\$27.36
8017 LIGHTNING BOLT INC.	246904	5/9/2024	0024308051220 FASTENERS	OPERATING SUPPLIES	\$25.56
8017 LIGHTNING BOLT INC.	246929	5/9/2024	0024308051220 FASTENERS	OPERATING SUPPLIES	\$63.30
8017 LIGHTNING BOLT INC.	246928	5/9/2024	0024308051220 CUT OFF WHEELS	OPERATING SUPPLIES	\$25.00
2521 MCCANDLESS TRUCK CENTER, LLC	P102065616.01	5/2/2024	0024308051220 GLOVES	OPERATING SUPPLIES	\$25.00
2521 MCCANDLESS TRUCK CENTER, LLC	P102065711.01	5/24/2024	0024308051220 WASHERFLUID	OPERATING SUPPLIES	\$119.70

Item 7j.



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
1041	WALSENBURG LUMBER COMPANY 278686	5/9/2024	0024308051220 SHACKLE	OPERATING SUPPLIES	\$42.35
1041	WALSENBURG LUMBER COMPANY 286281	5/16/2024	0024308051220 LOCK AND KEYS	OPERATING SUPPLIES	\$62.79
1041	WALSENBURG LUMBER COMPANY 285933	5/16/2024	0024308051220 PIPE	OPERATING SUPPLIES	\$18.19
1041	WALSENBURG LUMBER COMPANY 285475	5/16/2024	0024308051220 TRAPS	OPERATING SUPPLIES	\$14.34
1041	WALSENBURG LUMBER COMPANY 301533	5/30/2024	0024308051220 SUPPLIES	OPERATING SUPPLIES	\$16.63
1041	WALSENBURG LUMBER COMPANY 05302024	5/30/2024	0024308051220 FINANCE CHARGE	OPERATING SUPPLIES	\$4.49
<b>Subtotal for Department: 43080 :</b>					<b>\$2,522.92</b>
<b>Total for Fund: 002 :</b>					<b>\$46,993.65</b>



# Open Invoices by Fund/Department (APLT22)

# Huerfano County

Vendor

Account Description

Account

Invoice Description

Invoice

Inv Date

Invoice Amt

Fund:	003	LODGING TAX TOURISM F	8411	0034870051304	ADVERTISING AND PROMOTION	\$5,385.63
Dept:	48700	LODGING TAX TOURISM	8410	0034870051304	ADVERTISING AND PROMOTION	\$450.00
8330	ADPRO		8411	0034870051304	ADVERTISING AND PROMOTION	\$5,385.63
				5/31/2024	Service fee, public relations and website changes.	
8330	ADPRO		8410	0034870051304	ADVERTISING AND PROMOTION	\$450.00
				5/31/2024	public relations - May 2024	
8330	ADPRO		8091	0034870051304	ADVERTISING AND PROMOTION	\$2,395.00
				6/26/2024	Jan 2024	
Subtotal for Department: 48700 :						\$8,230.63
Total for Fund: 003 :						\$8,230.63



**Open Invoices by Fund/Department (APLT22)**

**Huerfano County**

Invoice Amt

Account Description

Account

Invoice Description

Inv Date

Invoice

Fund: 050 CONSERVATION TRUST FU

Dept: 47100 CONSERVATION TRUST

7873	ARTHUR L CRUZ	June2024	0504710051342	CONTRACT PAYNO BENEFITS	\$1,000.00
			6/1/2024	Seasonal Contracted Maintenance - Fiesta Park	
2158	ARTHUR MARTINEZ	June2024	0504710051342	CONTRACT PAYNO BENEFITS	\$1,000.00
			6/1/2024	Seasonal Contract Position for Fiesta Park	
8448	James T Sharpe	June2024	0504710051342	CONTRACT PAYNO BENEFITS	\$1,000.00
			6/1/2024	Seasonal Contract Position for Fiesta Park	

Subtotal for Department: 47100 : \$3,000.00

Total for Fund: 050 : \$3,000.00



Open Invoices by Fund/Department (APLT22)

Huerfano County

Vendor

Account Description

Account

Invoice Description

Inv Date

Invoice

Invoice Amt

Fund: 069 EMERGENCY SERVICES F

Dept: 42100 EMERGENCY MANAGEMENT

1021 HUERFANO COUNTY  
06182024

0694210051335

6/17/2024 fuel charges May 15 to Jun 15 2024

FUEL REIMBURSEMENT

\$410.48

\$410.48

Subtotal for Department: 42100 :

\$47,872.15

Total for Fund: 069 :



Open Invoices by Fund/Department (APLT22)

Huerfano County

Invoice Amt

Account Description

Account

Inv Date Invoice Description

Invoice

Fund: 070 GARDNER PUBLIC IMP DIS

Dept: 49100 GARDNER PUBLIC IMP DISTRICT

Vendor	Invoice	Inv Date	Invoice Description	Account	Account Description	Invoice Amt
2904 CENTURYLINK	06082024	6/8/2024	Jun 8 to Jul 7 24 acc 441762538 Gardner	0704910051321	TELEPHONE/BULK WATER STATI	\$112.22
8094 FRONT RANGE WINWATER	083538-01	5/22/2024	Gardner Fire Hydrant	0704910051380	REPAIRS/MAINTENANCE	\$4,146.98
7220 RVS SOFTWARE	191414	6/3/2024	Annual softwareFee and Maintenance July 2024 acc6460	0704910051310	PROFESSIONAL SERVICES	\$723.00
8076 SANGRE DE CRISTO LABORATORY	24604	6/10/2024	testing and analysis Gardner Wastewater	0704910051691	TESTING	\$520.00
1013 SPORLEDER FEEDS	3220920	5/28/2024	steel post and barbles wire	0704910051220	OPERATING SUPPLIES	\$179.50
7677 UNCC	224050770	5/31/2024	transmissions May24	0704910051793	UTILITY LOCATES	\$1.29
8241 USA BLUE BOOK	INV00360357	5/8/2024	supplies and ribbon acc 1033679	0704910051220	OPERATING SUPPLIES	\$425.44
8241 USA BLUE BOOK	INV00360098	5/8/2024	GPID PUMP	0704910051220	OPERATING SUPPLIES	\$1,499.90
8241 USA BLUE BOOK	INV00360087	5/8/2024	STENNER PUMP	0704910051220	OPERATING SUPPLIES	\$704.95
8241 USA BLUE BOOK	INV00360078	5/8/2024	Pressure logger	0704910051220	OPERATING SUPPLIES	\$694.95
8241 USA BLUE BOOK	INV00381688	5/31/2024	DPD Dispenser, sample tests and ph buffer	0704910051220	OPERATING SUPPLIES	\$179.11
1041 WALSENBURG LUMBER COMPANY	308873	6/6/2024	FA SB end stop 3/4 in acc 09000252	0704910051380	REPAIRS/MAINTENANCE	\$9.95

Item 7j.



New National Opioids Settlement: Kroger  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Huerfano County, CO  
Reference Number: CL-789983

***TO COLORADO LOCAL POLITICAL SUBDIVISIONS:***

**THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH KROGER. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: August 12, 2024***

A new proposed national opioids settlement (“*New National Opioids Settlement*”) has been reached with The Kroger Co. (“*Settling Defendant*”). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Colorado is participating in the Kroger settlement.

Thanks to the collaboration of Colorado’s counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding](#) that was signed in 2021. Completing the participation forms does not change your decision to “opt-out” to direct funds to the Region, or to “opt-in” to receive your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page at: coag.gov/opioids/dashboard/local](#).

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

**The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is



sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and



reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on August 12, 2024.**

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or the Colorado Attorney General's Opioid Response Unit at [Opioids@coag.gov](mailto:Opioids@coag.gov) or 720-508-6904.

Thank you,

New National Opioids Settlement Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.*



**Subdivision Participation and Release Form**

Governmental Entity: Huerfano County	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National





Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

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

Name: \_\_\_\_\_

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

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





**EMPLOYMENT CONTRACT  
MOU**

**Between**

**The Sheriff of Huerfano County, Bruce Newman**

**And**

**J. Manuel Soto  
Certified Addiction Specialist**

**I. Purpose**

This Employment Contract (EC) is entered by and between the Huerfano County Sheriff's (hereinafter referred to as HC), and J. Manuel Soto, (hereinafter referred to as "Contractor"), for the purpose of the JBBS program. This EC establishes the terms, conditions, and responsibilities between the parties for deployment, management, and maintenance of this program. This EC is subject to the provisions of all applicable Federal and Colorado State laws, regulations, policies, and standards.

**II. Parties**

Huerfano County Sheriff (HC) in include:

- Huerfano County, Bruce Newman, or his designee from Huerfano County Sheriff Office with the physical address of 500 S Albert Street, Walsenburg, Colorado 81089. The HC in include:

**III. Effective Date, Modification, and Termination**

This Agreement shall become effective upon the signature of both parties for a 12-month period, hourly position commencing July 1, 2024, and terminating June 30, 2025. This is a contracted position and cannot be extended without funding. This EC maybe amended if mutually agreed upon, to change the scope and terms of the EC. Such changes shall be incorporated as a written Amendment to this EC. This Agreement may be terminated by either party at any time; however, the terminating party shall provide written notice to the other party at least thirty days in advance of the effective date of termination unless there is a critical failure to perform. In the event of termination, the catchment of Sheriff's Office either direct holdings to terminate the EC, or elect to take, or identify a designee to take, an assignment of the subject EC. If JBBS elects to take an assignment of the subject EC, the terms of the EC apply.

**IV. State Responsibilities.**

The HC agrees to fulfill the terms and conditions executed between contractor and the Catchment of Sheriff's Office in the Employment Contract as follows:

**HC Responsibilities.**

- Determine and provide an organizational structure designed to facilitate and promote effective administration of the program.



- HC indicate the Huerfano County to be served and the Sheriff's Department contact(s) for the jail.
- Describe the capacity or efforts to screen, using a validated OBH screening tool, all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs.
- Provide culturally competent and appropriate services.
- Describe the jail's ability to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.
- Provide policies that reflect an ability to provide services in a manner that respects and protects client rights. This requirement includes providing the subcontractor with the required space and computer for telehealth to offer individual and group treatment services detailed under the Treatment Provision subsection.
- Maintain support relationships with local probation and parole departments.
- Detailed security protocol and reporting requirements expected from the subcontracted treatment provider. This includes determining the limits of confidentiality for information disclosed by individuals during the course of treatment as it applies to a jail setting and the safety of the jail.

#### **V. Contractor Responsibilities.**

The Contractor agrees to: Duties and Responsibilities of a Certified Addiction Specialist and can change with notification to the parties:

#### **CAS Duties**

- The contractor agrees to continue to maintain the CAS credentials. Continue her education at the graduate level for LAC.
- Provide an array of outpatient mental health services to promote individualized patient recovery.
- Conduct intake, individual therapy.
- Develop service plans and conduct reviews as needed throughout the duration of treatment.
- Complete and maintain documentation in a timely and accurate manner and according to Federal, State and Agency guidelines.
- Write reports to the court, department of human services, or other community agencies as necessary.
- Collaborate with external psychiatric care providers as well as representatives from criminal justice agencies and civic assistance programs.
- Meet all requirements of Certified Addiction Specialist.
- Maintain all certifications.
- Implement and follow the same protocols and policies for services for the JBBS program.
- Utilize evidence-based screening processes and tools, for mental health disorders and substance abuse disorders.
- Provide services to the target population.
- Must hold license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).



- Report information in the OBH JBBS Civicor database.
- Provide in-person counseling and or telehealth counseling twice per month. Intakes are completed weekly. Ensure privacy is provided for all sessions.
- Exhibit A Statement of Work for complete list of duties.

### **Certified Addiction Specialist (CAS)**

Each jail is required to report information in the JBBS Database. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month. The following data elements will be captured in the JBBS Database:

- Basic demographic information
- Number of individuals served.
- Number of individuals who screened “Positive” for a mental health disorder or substance use disorder; number of other screenings completed.
- GAIN assessment contained in the intake and counseling sessions for each individual admitted into JBBS program

### **Screening:**

- HC must utilize evidence-based screening tool(s) (treatment that is backed by scientific evidence; studies have been conducted and research has been documented on a particular treatment modality, and it has proven to be successful), subject to approval by OBH, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries, and medication needs. Screening must take place within 72 hours of booking.

### **VI. Financial Considerations.**

Except where otherwise detailed in this EC, each party is responsible for its own costs. Any assistance provided by the Catchment of Sheriffs under this EC and any assistance provided by the Contractor is subject to the availability of appropriations. All financial assistance provided by the state will be done pursuant to in compliance with the JBBS fiscal rules and procurement code (e.g., a separate written agreement that complies with the state fiscal rules).

### **VII. General Provisions.**

**A. Inspection.** The HC reserves the right to review the services provided hereunder by Contractor at all reasonable times and places during the term of this EC. If any services do not conform to the Scope of Work, the JBBS or the HC may require the Contractor to perform the services again in conformity to the Scope of Work with no additional compensation. When defects in the services cannot be corrected by reperformance, then the HC may require the Contractor to take all necessary actions to ensure that future performance conforms to the Scope of Work, and equitably reduce the payments due to the Contractor to reflect the reduced value of the services. In addition, the HC shall have all other remedies available pursuant to the law.



**B. Waivers.** The waiver of any breach of a term or provision of this EC shall not be construed as a waiver of breach of any other term or as a waiver of any subsequent breach of the same or any other term or provision.

**C. Choice of Law and Venue.** This Agreement shall be governed by the law of the HC Venue for any action related to this EC shall be in the Huerfano County District Court.

**D. Attachments.** All attachments (Exhibit A Statement of Work of the JBBS, Independent Contractor Salary Contract, JBBS Coordinator Job Description) to this EC are incorporated herein by this reference and made a part hereof as if set forth fully herein. In the event of any conflict or inconsistency between the terms of this EC and the attachment, the terms of this EC shall control.

**E. Complete Agreement.** This EC is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a EC duly executed and approved.

**F. No Interest.** The signatories state (as a fact) that to their knowledge, no HC employee or agent has any personal or beneficial interest whatsoever in the services described herein.

**G. Non-Discrimination.** The contractor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

**H. Insurance.** Contractor shall obtain, and always maintain during the terms of this EC, insurance in the following kinds and amounts:

1. Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment; within 30 days of hire.
2. The contractor is responsible for: General and/or Personal Injury and/or Professional and/or Automobile Liability (including bodily injury, personal injury and property damage) with the following coverage, depending on the policy format:
  - a. Occurrence Basis Policy - combined single limit of \$600,000.
  - b. Annual Aggregate Limit Policy - not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1 million if claims reduce the annual aggregate below \$600,000.
  - c. Claims-Made Policy - combined single limit of \$600,000 plus an endorsement that extends coverage 2 years beyond the policy expiration date.

**I. Conflicts of Interest.** The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State in accordance with statute.

## VIII. Licenses.



The contractor shall maintain a license in accordance with the Colorado Department of Regulatory Agency.

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
ACC.0021090	Original	Certified Addiction Specialist	Active	03/16/2021	09/01/2023	08/31/2025

**IX. Confidentiality.**

The parties hereto understand and agree that the information in this Agreement is confidential and not subject to disclosure under the Colorado Open Records Act. The material is protected under section 24-72-204(3)(a), C.R.S., which states in part: CORA requires the custodian to deny inspection of several categories of public records, other than to the person in interest.

The contractor understands that all information obtained in sessions is confidential and the contractor would be libel or responsible for protecting all protected health information according to each jail policies on protected health information.

The contractor will not divulge written, verbal, electronically, and/or audio/video taped information about inmates that the contractor will encounter during jail visits in person, telephone, or telehealth. The contractor understands that any breach of this confidentiality may result in disciplinary consequences ranging from probation to termination.

**X. Liability.**

Unless otherwise provided for in this Agreement, no term or condition, of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act (CGIA), §24-10-101, et seq., C.R.S., as amended. Liability for claims for injuries to persons or property arising out of the alleged negligence of the JBBS its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provision of §24-10-101 et seq., C.R.S., as amended.

**XI. Effect on Procedures and Laws.**

All assistance provided under this EC must comply with applicable laws, regulations, and agency policies.

**XII. No Private Right Created.**

This document is an internal agreement between the JBBS and the Sheriff’s Office and the entity with ownership or control of contractor and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.



**XIII. Settlement of Disputes.**

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this EC before referring the matter to any other person or entity for settlement.

**XIV. Capacity to Enter into an Agreement.**

The persons executing this Employment Contract on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

**XV. Permitted Uses and Disclosures.**

The parties may use or disclose Confidential Health Information (CHI) as permitted or required by federal or state law or as authorized and permitted in accordance with this Agreement.

The parties agree that uses and disclosures of CHI are permitted for the proper management and administration of governmental operations, to carry out the legal responsibilities of state business within each respective agency, or as required or permitted by federal or state law. Disclosures will be limited to the aECnt reasonably necessary to meet the purpose for which the CHI is to be used or disclosed.

**XVI. Data Sharing Agreements.**

The Sheriff's Office shall ensure a data sharing Business Associates Agreement is developed between the partner agencies. The data sharing agreement shall address client confidentiality as set forth under 42 C.F.R. Part 2 and HIPAA law and regulations. A Business Associate Agreement to share assessments and screenings is required for any program that has more than one treatment subcontractor, the contractor, and agency rendering services in the jail.

**XVII. Contractor/Partnership Termination.**

In the event where partnerships with the contractor such as the JBBS coordinator is terminated, the Sheriff's Office shall transition to a new partnership no later than 30 days from termination to ensure continuity of care and duties for all participants in the program.

**XIX. Evidence-Based Practices.**

The contractor and the JBBS shall use evidence-based and promising practices with the screening and service delivery structure to support effective outcomes. The use of risk/need/responsivity (RNR) model is encouraged to assess factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to address to support success.



This EC shall begin on July 1, 2024 and end on June 30, 2025.

**The contractor shall be paid \$1,7001.10/month and will provide 10 hours per week. Plus, mileage when needed at state rate and driving time when indicated.**

*Jose Manuel Soto, CAS*

\_\_\_\_\_  
J. Manuel Soto, CAS

BY: \_\_\_\_\_  
Bruce Newman, Huerfano County Sheriff

DATE: \_\_\_\_\_

\_\_\_\_\_  
Arica Andreatta, Huerfano County Commissioner      \_\_\_\_\_  
Date

\_\_\_\_\_  
John Galusha, Huerfano County Commissioner      \_\_\_\_\_  
Date

\_\_\_\_\_  
Karl Sporleder, Huerfano County Commissioner      \_\_\_\_\_  
Date









# CO - Huerfano County EM Salamander Renewal

## CO - Huerfano County EM

401 Main Street  
Walseenburg, CO 81089

### Brittney Ciarlo

bciarlo@huerfano.us  
719-738-3000 ext. 121

Reference: 20240621-093447398

Quote created: June 21, 2024

Quote expires: July 21, 2024

Quote created by: Rebecca Smith

"Office Manager"

rebecca@midwestcard.com

+18162210620

### Comments from Rebecca Smith

Just a quick note to circle back around on the renewal contract information that I sent over about the Salamander solutions. Your current subscriptions are coming for renewal. We just need a signed contract (attached) to get things in motion. We will send an invoice after we receive a signed contract. If there is anything that I can do to help you, please let me know. I very much appreciate your time and look forward to hearing from you. Have a great day!

## Products & Services

Item & Description	Quantity	Unit Price	Total
Asset Management - 1 Year Renewal Annual Fee for Organization Level 1 Base Package for 1 Organization (Includes SalamanderLive - based ASSET MANAGEMENT for users within one Salamander organization, 1 Print Location, and 2 INVENTORY APPs. Hardware and supplies not included.) Contract Start Date: July 1, 2024 Contract End Date: June 30, 2025	1	\$750.00 / year	\$750.00 / year for 1 year



Item & Description	Quantity	Unit Price	
<b>Inventory Additional App - 1 Year Renewal</b> Annual Fee for Salamander "INVENTORY" Mobile APP for Android or Apple (IOS) devices (Includes 12 month subscription for 1 APP additional Account within same purchasing organization and part number listed above. Contract Start Date: July 1, 2024 Contract End Date: June 30, 2025	4	\$150.00 / year	\$600.00 / year for 1 year
<b>Track App - 1 Year Renewal</b> Annual Fee for Salamander "02 - TRACK" Mobile app for Android or Apple (IOS) devices (Includes 12 month subscription for each User) Contract Start Date: July 1, 2024 Contract End Date: June 30, 2025	5	\$150.00 / year	\$750.00 / year for 1 year
<b>Rapid Tag - 1 Year Renewal</b> Annual Software Subscription (per computer) for "rapidTAG" Software Contract Start Date: July 1, 2024 Contract End Date: June 30, 2025	1	\$500.00 / year	\$500.00 / year for 1 year
		Annual subtotal	\$2,600.00
		<b>Total</b>	<b>\$2,600.00</b>

**Purchase terms**

Net 30 days.

**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name



**Questions? Contact me**



Rebecca Smith  
"Office Manager"  
rebecca@midwestcard.com  
+18162210620

Midwest Card and ID Solutions  
4747 NW Gateway Ave  
Riverside, MO 64150  
United States





## MEMORANDUM

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

**MEETING DATE:** July 2nd, 2024

**ITEM NAME:** 2024 Salamander Renewal

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

**SUMMARY:** Salamander is an EM product that allows for Asset Management, Inventory, Track App and Rapid Tag modules that assist before and during an emergency event. Our annual renewal expense is \$2,600.00. This amount has been included in the EM Budget for 2024.

**RECOMMENDATION:** My recommendation would be for the BOCC to approve the annual renewal of Salamander for \$2,600.00

**BACKGROUND:** Huerfano County Department of Emergency Management utilizes the Salamander system in conjunction with most parts of the state to prepare for and respond to a disaster event. We maintain our inventory and are able to track attendees for meetings/events as well as create emergency cards in the event of an evacuation.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

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

NOTES:





## MEMORANDUM

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

**MEETING DATE:** July 2nd, 2024

**ITEM NAME:** Motorola Insight Change Order

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

**SUMMARY:** The Huerfano County Emergency Management department, in conjunction with the Sheriff's Office has determined that we will not be pursuing an Insight connection through our initial Motorola agreement.

**RECOMMENDATION:** My recommendation would be for the BOCC to approve the change order for removing Insight from the Motorola agreement.

**BACKGROUND:** The Huerfano County Department of Emergency Management and the Sheriff's department have fully investigated whether or not we as a whole should pursue the Insight connection. The database is housed in Montrose and unfortunately, no other counties share this connection. The data that would be able to be shared would be minimal with the large separation between the two agencies. At this time, we feel the best choice moving forward is to accept the change order for Insight and applying those funds elsewhere.

**BOARD ACTION TAKEN:**

APPROVED


DENIED

OTHER

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

NOTES:



COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION	FISCAL YEAR 2023	
GRANT EXTENSION	HUERFANO COUNTY	

GRANT RECIPIENT	AWARD NUMBER
HUERFANO COUNTY	2023 JRNAA UNDR 02

<b>AWARD DATE:</b> January 1, 2023	<b>AMOUNT REQUESTED:</b> \$16,265
<b>AWARD END DATE:</b> June 30, 2024	<b>AMOUNT AWARDED:</b> \$16,265
<b>GRANT TYPE:</b> Matching	<b>TOTAL PROJECT COST:</b> \$32,530
<b>PROPOSED END DATE:</b> September 30, 2024	

**REIMBURSEMENT REQUEST**  
*(Please provide a information regarding the need to extend the original term of the grant award.)*  
 Requesting to extend this grant to re-evaluate sound panel arrangement and install/change panels as required.

<b>TOTAL PROJECT COST TO DATE</b>	<b>\$ 454.36</b>
<b>TOTAL GRANT AWARD FUNDING RECEIVED TO DATE</b>	<b>\$ 0.00</b>

<b>County Authorized Official Name &amp; Title</b> John Galusha Chair, Board of County Commissioners Huerfano County	<b>Judicial Department Name &amp; Title</b>
---	---

<b>COUNTY ADMINISTRATOR SIGNATURE</b>	<b>JUDICIAL SIGNATURE</b>

<b>DATE</b>	<b>DATE</b>
-------------	-------------

The recipient understands and agrees that if this Grant Extension is approved by the Judicial Department, the attached Conditions of Grant Award will apply for the duration of the extension period.

Denied:	Approved:
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# HEALTH AWARENESS

June 2024

## ALZHEIMER'S AND BRAIN HEALTH

Alzheimer's disease, a progressive neurological disorder, affects millions of people worldwide, leading to memory loss, cognitive decline, and, ultimately, loss of independence. While there is currently no cure for Alzheimer's, research has shown that specific lifestyle changes and preventive measures can significantly boost brain health and potentially reduce the risk of developing this debilitating condition.

### UNDERSTANDING ALZHEIMER'S DISEASE

Alzheimer's disease is characterized by the accumulation of amyloid plaques and tau tangles in the brain. These plaques disrupt communication between neurons and ultimately lead to cell death. This results in progressive memory loss, impaired thinking, and changes in behavior. The exact cause of Alzheimer's is still unknown, but a combination of genetic, environmental, and lifestyle factors is believed to contribute to its development. To diagnose Alzheimer's, physicians may use medical history, mental status tests, physical and neurological exams, diagnostic tests, and brain imaging.

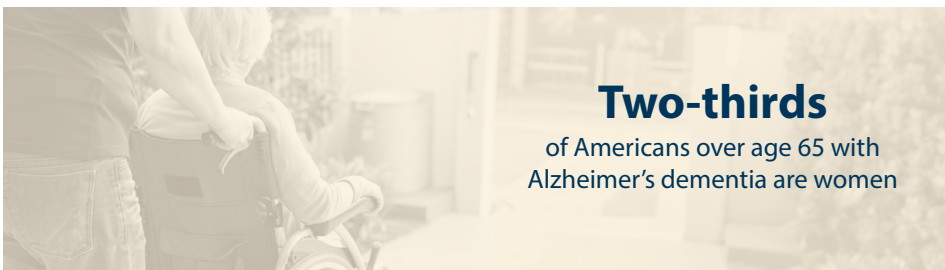
The most common [early symptom of Alzheimer's](#) is trouble remembering new information because the disease typically impacts the part of the brain associated with learning first. As Alzheimer's advances, symptoms get more severe and include disorientation, confusion, and behavior changes. Eventually, speaking, swallowing, and walking become difficult.

Though the most significant known risk factor for Alzheimer's is increasing age, the disease is not a normal part of aging. And though most people with Alzheimer's are 65 and older, approximately 200,000 Americans under 65 are living with [younger-onset Alzheimer's disease](#).

### COMMON SYMPTOMS

Everyone has memory lapses at times, but the memory loss associated with Alzheimer's disease persists and gets worse. People with Alzheimer's disease may:

- Repeat statements and questions over and over.
- Forget conversations, appointments, or events.
- Misplace items, often putting them in places that don't make sense.
- Get lost in places they used to know well.
- Eventually forget the names of family members and everyday objects.
- Have trouble finding the right words for objects, expressing thoughts, or participating in conversations.



**Two-thirds**  
of Americans over age 65 with  
Alzheimer's dementia are women



**1 in 3**  
seniors dies with Alzheimer's or  
another dementia



**Nearly**  
**7**  
**Million**  
Americans are living  
with Alzheimer's



Brain changes that occur in Alzheimer's disease can affect personality, moods, and behaviors. Problems may include the following:

- Depression.
- Loss of interest in activities.
- Social withdrawal.
- Mood swings.
- Distrust in others.
- Anger or aggression.
- Changes in sleeping habits.
- Wandering.
- Loss of inhibitions.
- Delusions, such as believing something has been stolen.

## KEY STRATEGIES FOR BOOSTING BRAIN HEALTH

### Regular Physical Activity

Regular physical exercise is one of the most effective ways to enhance brain health. Activities such as walking, jogging, swimming, and cycling increase blood flow to the brain, promote the growth of new neurons, and reduce inflammation. Aim for at least 150 minutes of moderate-intensity exercise per week.

### Healthy Diet

A balanced diet rich in fruits, vegetables, whole grains, lean proteins, and healthy fats can support brain health. The Mediterranean diet, which emphasizes fish, olive oil, nuts, and fresh produce, has been linked to a lower risk of cognitive decline. Foods rich in antioxidants, such as berries and leafy greens, help combat oxidative stress and inflammation.

### Mental Stimulation

Keeping the brain active and engaged through lifelong learning, puzzles, reading, and other cognitive activities can strengthen neural connections and improve cognitive reserve. Challenging the brain with new skills or hobbies can also be beneficial.

### Social Engagement

Maintaining strong social connections and engaging in regular social activities can protect against cognitive decline. Social interaction stimulates brain regions involved in memory and decision-making, reducing the risk of Alzheimer's.

### Quality Sleep

Sleep is essential for brain health, allowing the brain to clear out toxins and consolidate memories. Aim for 7-9 hours of quality sleep per night. Establishing a regular sleep schedule and creating a restful environment can improve sleep quality.

### Stress Management

Chronic stress can negatively impact brain health and increase the risk of Alzheimer's. Techniques such as mindfulness meditation, yoga, deep breathing exercises, and spending time in nature can help manage stress and promote overall well-being.

### Regular Health Check-Ups

Monitoring and managing chronic conditions such as hypertension, diabetes, and high cholesterol are crucial for brain health. Regular check-ups with healthcare providers can help detect and treat these conditions early, reducing the risk of cognitive decline.

## BENEFITS CORNER

As a member of CHP, you have access to many educational resources through CTSI's ASO agreement with Anthem.

Questions about Medicare? Anthem is there to help.

*Move to Medicare* is a free program for employees. Ease any burden by allowing the Anthem team to answer questions and provide the tools that make moving to Medicare easy.



### Explore Your Options

Anthem offers Medicare Advantage and Medicare Supplement plans with the coverage and benefits you want. Visit [shop.anthem.com/medicare](https://shop.anthem.com/medicare).



### Understand Eligibility and Enrollment

Most people qualify for Original Medicare (Parts A and B) when they turn 65. But other factors can affect your eligibility and enrollment, like whether you're retired or still working, and whether or not you're receiving Social Security benefits. To learn more, visit [anthem.com/medicareturning-65](https://anthem.com/medicareturning-65).



### Employee Toolkits

Anthem provides helpful FAQ documents and fliers to upload to your employee portals or post in breakrooms. The popular Anthem Medicare 101 video recording can also be viewed at any time.



### For questions, contact Anthem's CTSI Medicare Specialist

Jennifer Gerhardt  
(818) 254-5381, Pacific Time  
[jennifer.gerhardt@anthem.com](mailto:jennifer.gerhardt@anthem.com)





# TECHNICAL UPDATE

Volume 28 Number 25 | June 18, 2024

## NEW LABOR RULE REDEFINES EXEMPTIONS

Employees are exempt from the Fair Labor Standards Act's (FLSA) minimum wage and overtime protections if employed in a bona fide executive, administrative, or professional (EAP) capacity, as those terms are defined in the Department of Labor's (DOL) regulations. To fall within the EAP exemption, an employee generally must meet three tests:

1. be paid a salary, meaning that they are paid a predetermined and fixed amount that is not subject to reduction because of variations in the quality or quantity of work performed;
2. be paid at least a specified weekly salary level; and
3. primarily perform executive, administrative, or professional duties, as provided in the DOL's regulations.

The DOL's regulations also provide an alternative test for certain highly compensated employees who are paid a salary, earn above a higher total annual compensation level, and satisfy a minimal duties test.

The final rule will increase the standard salary level and the highly compensated employee total annual compensation threshold on the rule's effective date on July 1, 2024, and on January 1, 2025, when changes in the methodologies used to calculate these levels become applicable. The final rule also provides for future updates of these levels every three years to reflect current earnings data.

### WHY IS THE DOL REVISING THE EXEMPTION REGULATIONS?

The DOL is committed to keeping the earnings thresholds up to date for the benefit of workers and employers. Over four years have passed since the 2019 rule, during which time salaried workers in the U.S. economy have experienced rapid wage growth, which decreased the effectiveness of the \$684 per week salary level established in 2019 in helping to define the EAP exemption.

### DOES THE RULE APPLY TO GOVERNMENT WORKERS?

State and local government employers are subject to the FLSA and the DOL's regulations concerning EAP employees.

### HOW WILL EMPLOYERS RESPOND TO THE UPDATED THRESHOLDS ESTABLISHED IN THIS FINAL RULE?

Employers have various options for responding to the updated thresholds. For each employee who is affected, an employer may:

- increase the salary of the employee to at least the new salary level to retain their exempt status;
- pay an overtime premium of one and a half times the employee's regular rate of pay for any overtime hours worked;
- reduce or eliminate overtime hours;
- reduce the amount of pay allocated to the employee's base salary (provided that the employee still earns at least the applicable hourly minimum wage) to offset new overtime pay; or
- use some combination of these responses.

For additional frequently asked questions, visit the [U.S. Department of Labor Wage and Hour Division](https://www.dol.gov/eis/whd/).

**NOTICE:** On April 23, 2024, the U.S. Department of Labor (DOL) announced a final rule, [Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Outside Sales, and Computer Employees](#), which takes effect on July 1, 2024. The final rule updates and revises the regulations issued under section 13(a)(1) of the Fair Labor Standards Act, implementing the exemption from minimum wage and overtime pay requirements for executive, administrative, and professional (EAP) employees. Revisions include increases to the standard salary level and the highly compensated employee total annual compensation threshold and adding to the regulations a mechanism that will allow for the timely and efficient updating of these earnings thresholds to reflect current earnings data.

### WHAT THIS MEANS FOR COUNTIES

Labor laws and regulations can change, so it's crucial to consult authoritative sources for the latest information. For complex payroll and labor law matters, it's advisable to consult with your county attorney or HR expert familiar with the amendments effective in 2024 and how employers can comply with Colorado's new obligations. The material in this Technical Update is informational and general in nature and doesn't constitute legal advice. For more information, contact CTSI at (303) 861-0507.





# TECHNICAL UPDATE

Volume 28 Number 24 | June 11, 2024

## WILDFIRE MITIGATION

CTSI previously distributed a Technical Update on wildfire mitigation in October 2023. This update focused on confronting the wildfire crisis, providing mitigation tips, and sharing the Marshall Fire Mitigation Assessment Team (MAT) Report released by the Federal Emergency Management Agency (FEMA) in June 2023. [Please click here for reference.](#)

Wildfire mitigation is crucial in Colorado to safeguard lives, property, and the environment. Counties can significantly reduce the risk and impact by implementing strategies such as creating defensible spaces, thinning forests, using fire-resistant materials, and conducting controlled burns. Wildfires pose a direct threat to human life. Mitigation efforts can significantly reduce the risk of loss of life. Effective mitigation strategies also help protect homes, infrastructure, and other valuable properties from wildfire damage. These efforts also preserve forest health, maintain biodiversity, and ensure the resilience of ecosystems against climate change.

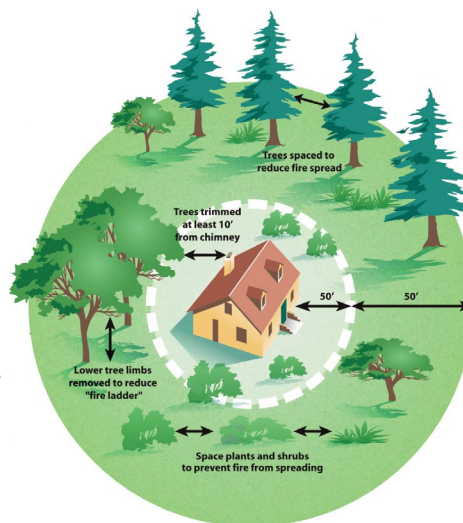
### ECONOMIC IMPACT

Wildfire suppression is highly costly and an economic burden. Mitigation can significantly reduce these costs by preventing fires from becoming large and unmanageable. By reducing the frequency and severity of wildfires, mitigation efforts lower the financial burden on state and local governments, freeing up resources for other critical needs. Protecting homes, businesses, and infrastructure from fire damage also preserves property values and ensures economic stability for communities. Mitigation also supports the tourism industry by safeguarding Colorado's scenic landscapes and recreational areas, vital to the state's economy. Overall, investing in wildfire mitigation is a strategic move for safety and environmental health and a sound economic decision promoting long-term financial resilience.

### DEFENSIBLE SPACE

Creating defensible space is essential to improving your property's chances of surviving a wildfire. Defensible space is the buffer between a building and the shrubs, grass, trees, and any wildland area surrounding it. Not only does this space slow or stop the spread of wildfire, but it can also protect your property from catching fire—either from direct flame contact or radiant heat. Defensible space is also essential for preserving the firefighters.

The spacing between vegetation is crucial to reducing the spread of wildfires and is determined by the type and size of brush and trees, as well as the slope of the land. For example, a property on a steep slope with more extensive greenery requires greater spacing between trees and shrubs than a level property that has small, sparse vegetation.



### WHAT THIS MEANS FOR COUNTIES

CTSI recommends that all county facilities be assessed for fire exposure and that basic mitigation practices be deployed to help reduce loss potential. This can be accomplished by having a comprehensive Community Wildfire Protection Plan (CWPP) conducted for each community and collectively for the county. Entities like the Ember Alliance can conduct and help build a CWPP. CTSI also has a Loss Control Specialist on staff who is an NFPA Board Certified Fire Protection Specialist to assist if needed. It is also recommended that vehicle and equipment storage configurations be looked at to reduce multiple equipment losses through proper spacing and orientation to common wind patterns. For more information, contact CTSI at (303) 861-0507.

### MITIGATION MAINTENANCE TIPS

- Clear the ground of all dead plant material.
- Remove small trees that are growing between mature trees.
- Remove all vegetation around buildings like storage sheds.
- Avoid highly flammable vegetation like juniper, pine, and fir trees close to your property.
- Follow the guidelines of proper tree spacing. In areas 30-60 feet from the home, there should be 12 feet between tree canopies. Maintain 6 feet between canopy tops in areas 60-100 feet from the property.



ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0010 COUNTY GENERAL FUND	1431847.46					
0010 FUND TOTALS	2210325.03	78570.81	2288895.84	2681855.12	540268.86	79.85
0012 P&R CHANGED TO CO GEN 1/2024	51387.87-					
0012 FUND TOTALS	51840.26-	.00	51840.26-			
0013 HOUSING AUTHORITY	.00					
0013 FUND TOTALS	.00	.00	.00			
0014 UNCLAIMED	766.11					
0014 FUND TOTALS	766.15	.99	767.14			
0015 SPECIAL PROJECT FUND	1071885.22-					
0015 FUND TOTALS	657174.02-	139508.47	517665.55-			
0020 ROAD & BRIDGE	353663.67					
0020 FUND TOTALS	306552.91	32942.47	339495.38	15602.19	2486.80	84.06
0025 LEASE PURCHASE FUND	.00					
0025 FUND TOTALS	.00	.00	.00			
0028 EMERGENCY SERVICES FUNDS (DISPATCH)	1312066.59					
0028 FUND TOTALS	1443893.23	27856.85	1471750.08			
0030 RETIREMENT	113089.68					
0030 FUND TOTALS	139384.16	34290.01	173674.17	140419.58	28288.04	79.85
0035 LODGING TAX TOURISM FUND	91814.89					
0035 FUND TOTALS	90118.69	310.60	90429.29			
0037 OPIOID FUNDS	.00					
0037 FUND TOTALS	25091.86	.00	25091.86			
0040 DISASTER RECOVERY FUND	1098519.17					
0040 FUND TOTALS	941090.92	53114.18-	887976.74			
0045 GARDNER PUBLIC IMPROVEMENT DISTRICT	87581.04					
0045 FUND TOTALS	78750.94	7572.41	86323.35			
0051 WALSENBURG GATEWAY METRO DIST	.00					
0051 FUND TOTALS	.00	.00	.00			
0080 SPANISH PEAKS LIBRARY DIST	3830.91					
0080 FUND TOTALS	112371.20	64513.18-	47858.02	251879.06	44634.67	82.27
0081 SPANISH PEAKS LIBRARY DIST (BOND)	2406.91					
0081 FUND TOTALS	75359.15	29109.61-	46249.54	243684.42	43182.86	82.27
0090 HUERFANO CO. AMBULANCE ENTERPRISE	.00					
0090 FUND TOTALS	.00	.00	.00			
0095 WASTE TRANSFER STATION ENTERPRISE	57344.73					
0095 FUND TOTALS	22037.26	17395.50-	4641.76			
0100 MINERAL LEASING	.00					
0100 FUND TOTALS	.00	.00	.00			



ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0105 CREDIT CARD ADJ FUND	.00					
0105 FUND TOTALS	.00	.00	.00			
0110 PUBLIC TRUSTEE	.00					
0110 FUND TOTALS	.00	.00	.00			
0120 SOCIAL SERVICES	1027157.34					
0120 FUND TOTALS	1404977.70	6853.38-	1398124.32	390033.08	78573.49	79.85
0130 HOSPITAL DISTRICT (OPERATING)	13049.68					
0130 FUND TOTALS	486621.18	304079.54-	182541.64	1092076.22	219989.84	79.85
0140 HOSPITAL ANTIC. WARRANTS (BOND)	.00					
0140 FUND TOTALS	.00	.00	.00			
0160 CITY OF WALSENBURG	44819.00					
0160 FUND TOTALS	200359.13	144628.08-	55731.05	270550.08	47800.39	82.33
0165 WALSENBURG TIF	43.15					
0165 FUND TOTALS	6082.23	4192.74-	1889.49	14897.05	3152.10	78.84
0170 WAL (DOWNTOWN REV COMM) GID 28018	.00					
0170 FUND TOTALS	.00	.00	.00			
0180 TOWN OF LAVETA	12914.94					
0180 FUND TOTALS	32607.54	18311.10-	14296.44	45681.49	15298.62	66.51
0190 LA VETA FIRE PROT. DIST.	1997.58					
0190 FUND TOTALS	89005.94	71791.78-	17214.16	192160.46	54587.82	71.59
0200 LA VETA CEMETERY DIST	187.41					
0200 FUND TOTALS	8630.37	6912.67-	1717.70	19173.28	5446.23	71.59
0210 HUERFANO WATER CONS. DIST.	3964.10					
0210 FUND TOTALS	150384.43	94985.24-	55399.19	331580.64	66764.64	79.86
0220 NAVAJO WATER DIST.	338.73					
0220 FUND TOTALS	12758.10	10398.24-	2359.86	39711.13	9443.69	76.21
0230 CUCHARA SAN. WATER DIST.	1249.85					
0230 FUND TOTALS	48299.89	40309.03-	7990.86	98370.10	20242.44	79.42
0240 LA VETA LIB. DIST.	2080.18					
0240 FUND TOTALS	97214.73	77623.72-	19591.01	218692.56	62124.79	71.59
0250 RYE FIRE DIST.	378.42					
0250 FUND TOTALS	4537.95	4259.97-	277.98	10508.10	2541.04	75.81
0260 ECONNOMIC & REVOLVING LOAN	.00					
0260 FUND TOTALS	.00	.00	.00			
0270 CUCHARA BOND	.00					
0270 FUND TOTALS	.00	.00	.00			
0280 UPPER HUERFANO CONSERVATION DIST	512.44					
0280 FUND TOTALS	22388.16	11183.07-	11205.09	53009.86	9914.55	81.29



ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0290 UPPER HUERFANO FIRE DIST.	1603.18					
0290 FUND TOTALS	70319.46	63379.61-	6939.85	137409.46	22577.51	83.56
0300 HUERFANO CO FIRE PROTECTION DIST	6499.28					
0300 FUND TOTALS	212480.37	103497.42-	108982.95	491004.93	88197.19	82.03
0310 COUNTY CLERK	145189.00					
0310 FUND TOTALS	226939.04	35018.38-	191920.66			
0311 COUNTY CLERK SUR CHARGE	6591.04					
0311 FUND TOTALS	6434.74	25.82	6460.56			
0320 SCHOOL DIST. RE-1 GENERAL	42731.94					
0320 FUND TOTALS	1040511.74	485832.43-	554679.31	3246138.17	575584.49	82.26
0330 SCHOOL DIST. RE-1 CAP. RES.	.00					
0330 FUND TOTALS	.00	.00	.00			
0340 SCHOOL DIST. RE-1 BOND	11448.12					
0340 FUND TOTALS	340904.62	131863.61-	209041.01	1070023.83	189610.88	82.27
0350 SCHOOL DIST. RE-1 INSURANCE REV.	.47					
0350 FUND TOTALS	.47	.00	.47			
0360 SCHOOL DIST. RE-2 GENERAL	9398.72					
0360 FUND TOTALS	237184.07	197043.48-	40140.59	955144.78	271330.35	71.59
0370 SCHOOL DIST. RE-2 CAP. RES.	.00					
0370 FUND TOTALS	.00	.00	.00			
0380 SCHOOL DIST. RE-2 BOND	4673.65					
0380 FUND TOTALS	105107.51	65685.60-	39421.91	428400.13	121696.68	71.59
0390 TAX SALE & REDEMPTIONS	10979.33					
0390 FUND TOTALS	11091.81	63.48	11155.29			
0410 BACK TAX UNAPPORTIONED	.00					
0410 FUND TOTALS	.00	.00	.00			
0420 FEDERAL FOREST PROJECT FUND	69671.01					
0420 FUND TOTALS	69020.64	17736.68	86757.32			
0430 C-PACE COLORADO NEW ENERGY IMP DIST	13636.96-					
0430 FUND TOTALS	.00	.00	.00			
0440 TREASURERS FEES	.00					
0440 FUND TOTALS	.00	.00	.00			
0450 SPECIFIC OWNERSHIP	.00					
0450 FUND TOTALS	.00	.00	.00			
0460 LAND USE FUND	.00					
0460 FUND TOTALS	.00	.00	.00			
0470 CONSERVATION TRUST FUND	50818.89					
0470 FUND TOTALS	51719.65	974.67-	50744.98			



ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0480 MOTOR VEHICLE	.00					
0480 FUND TOTALS	.00	4782.55-	4782.55-			
0490 FEDERAL LAND & MATERIALS ACT	367.59					
0490 FUND TOTALS	367.59	.00	367.59			
0500 US FOREST RESERVE	4620.00					
0500 FUND TOTALS	4620.00	.00	4620.00			
0510 NAVAJO BOND	.00					
0510 FUND TOTALS	.00	.00	.00			
0520 WALSENBURG HOUSING AUTHORITY	.00					
0520 FUND TOTALS	.00	.00	.00			
0540 ADVANCE TAX COLLECTIONS	23147.87					
0540 FUND TOTALS	15041.72	892.67	15934.39			
0550 COUNTY PROPERTY SALES	765.00					
0550 FUND TOTALS	765.00	.00	765.00			
0560 PILT	461012.59					
0560 FUND TOTALS	429367.99	5265.23-	424102.76			
0570 REAL ESTATE INT.UNAPPORTIONED	.00					
0570 FUND TOTALS	.00	.00	.00			
0590 CONTINGENCY FUND	37960.00					
0590 FUND TOTALS	37960.00	.00	37960.00			
0600 COURT HOUSE RE-HAB	.00					
0600 FUND TOTALS	.00	.00	.00			
0610 PURGATOIRE RIVER SOIL CONS. DIST.	.55					
0610 FUND TOTALS	.20	.04	.24	4.05	.00	100.00
0660 BUSINESS RECRUITMENT	.00					
0660 FUND TOTALS	.00	.00	.00			
0690 EMERGENCY RESERVE FUND	.00					
0690 FUND TOTALS	.00	.00	.00			
***** FUND TOTALS *****	10160431.19	1713232.71-	8447198.48	12438009.77	2523737.97	79.70



HUERFANO COUNTY

TREASURERS FUND LEDGER FOR RANGE 05/01/2024 TO 05/31/2024

MAY REPRINT 06/11/2024 10:10 PA

Item 8e.

ACCT DESCRIPTION

BALANCE FORWRD

CURRENT

TOTAL YTD

PROJ REV

BALANCE

PCT

TIME FINISHED-10:10



ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9000 COMMUNITY BANKS OF SO COLORADO	245352.54					
9000 FUND TOTALS	561754.68	408758.84-	152995.84			
9100 TREASURERS CASH	700.00					
9100 FUND TOTALS	700.00	.00	700.00			
9200 COLO TRUST (INVESTMENT)	939587.44					
9200 FUND TOTALS	3841213.92	488045.86-	3353168.06			
9300 BMO OPERATING ACCT (FKA BOW)	516640.59					
9300 FUND TOTALS	1184561.81	568873.96--	615687.85			
9350 BMO (FKA BOW) MM ACCT	27507.99					
9350 FUND TOTALS	77514.65	54999.36-	22515.29			
9375 BOW CD START 3/25/22 CLOSED 2/2/24	50000.00					
9375 FUND TOTALS	.00	.00	.00			
9400 HCB CD START 4/18/13-CLOSED 4/25/19	.00					
9400 FUND TOTALS	.00	.00	.00			
9500 HUERFANO CONSERVATION TRUST FUND	50818.89					
9500 FUND TOTALS	51719.65	974.67-	50744.98			
9600 CSAFE (INVESTMENT)	386019.92					
9600 FUND TOTALS	795086.88	3623.46	798710.34			
9650 PEAKS INVESTMENTS MANAGEMENT	546448.63					
9650 FUND TOTALS	549461.71	.00	549461.71			
9700 LPL FINANCIAL	1794475.76					
9700 FUND TOTALS	1795877.65	.00	1795877.65			
9800 WELLS FARGO (TRANSFD TO PEAKS INV)	.00					
9800 FUND TOTALS	.00	.00	.00			
9900 PFM FUNDS - CSIP (START 2/26/13)	551339.08					
9900 FUND TOTALS	566464.67	2577.90	569042.57			
9950 COMMUNITY BANKS OF COLORADO MM ACCT	303301.32					
9950 FUND TOTALS	736075.57	197781.38-	538294.19			
***** FUND TOTALS *****	10160431.19	1713232.71-	8447198.48			



HUERFANO COUNTY  
ACCT DESCRIPTION

TREASURERS FUND LEDGER FOR RANGE 05/01/2024 TO 05/31/2024

MAY REPRINT 06/11/2024 10:10 PA

Item 8e.

BALANCE FORWRD

CURRENT

TOTAL YTD

PROJ REV

BALANCE

PCT

TIME FINISHED-10:10



ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9000 COMMUNITY BANKS OF SO COLORADO	245352.54					
9000 FUND TOTALS	561754.68	408758.84-	152995.84			
9100 TREASURERS CASH	700.00					
9100 FUND TOTALS	700.00	.00	700.00			
9200 COLO TRUST (INVESTMENT)	939587.44					
9200 FUND TOTALS	3841213.92	488045.86-	3353168.06			
9300 BMO OPERATING ACCT (FKA BOW)	516640.59					
9300 FUND TOTALS	1184561.81	568873.96-	615687.85			
9350 BMO (FKA BOW) MM ACCT	27507.99					
9350 FUND TOTALS	77514.65	54999.36-	22515.29			
9375 BOW CD START 3/25/22 CLOSED 2/2/24	50000.00					
9375 FUND TOTALS	.00	.00	.00			
9400 HCB CD START 4/18/13-CLOSED 4/25/19	.00					
9400 FUND TOTALS	.00	.00	.00			
9500 HUERFANO CONSERVATION TRUST FUND	50818.89					
9500 FUND TOTALS	51719.65	974.67-	50744.98			
9600 CSAFE (INVESTMENT)	386019.92					
9600 FUND TOTALS	795086.88	3623.46	798710.34			
9650 PEAKS INVESTMENTS MANAGEMENT	546448.63					
9650 FUND TOTALS	549461.71	.00	549461.71			
9700 LPL FINANCIAL	1794475.76					
9700 FUND TOTALS	1795877.65	.00	1795877.65			
9800 WELLS FARGO (TRANSFD TO PEAKS INV)	.00					
9800 FUND TOTALS	.00	.00	.00			
9900 PFM FUNDS - CSIP (START 2/26/13)	551339.08					
9900 FUND TOTALS	566464.67	2577.90	569042.57			
9950 COMMUNITY BANKS OF COLORADO MM ACCT	303301.32					
9950 FUND TOTALS	736075.57	197781.38-	538294.19			
***** FUND TOTALS *****	10160431.19	1713232.71-	8447198.48			



HUERFANO COUNTY

TREASURERS FUND LEDGER FOR RANGE 05/01/2024 TO 05/31/2024

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ACCT DESCRIPTION

BALANCE FORWRD

CURRENT

TOTAL YTD

PROJ REV

BALANCE

PCT

TIME FINISHED-10:10



ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9000 COMMUNITY BANKS OF SO COLORADO	245352.54					
9000.0100 DEPOSITS (CBC)	1093233.81-	639767.41-	1733001.22-			
9000.0200 INTEREST EARNED	.00	.00	.00			
9000.0300 CREDIT CARD DEPOSIT	14692.40	.00	14692.40			
9000.0400 ACH/EFT DEPOSITS	1395243.55	231008.57	1626252.12			
	SUB TOTAL *	562054.68 *	408758.84-*		153295.84 *	
9000.9100 TRANSFER OUT	300.00-	.00	300.00-			
	SUB TOTAL *	300.00-*	.00 *		300.00-*	
9000 FUND TOTALS	561754.68	408758.84-	152995.84			
9100 TREASURERS CASH	700.00					
9100.0100 CASH ON HAND	.00	.00	.00			
	SUB TOTAL *	700.00 *	.00 *		700.00 *	
9100 FUND TOTALS	700.00	.00	700.00			
9200 COLO TRUST (INVESTMENT)	939587.44					
9200.0100 TRANSFERS IN	3402636.96	350000.00	3752636.96			
9200.0200 INTEREST EARNED	28146.13	15200.68	43346.81			
	SUB TOTAL *	4370370.53 *	365200.68 *		4735571.21 *	
9200.9100 TRANSFER OUT (COLOTRUST)	529156.61-	853246.54-	1382403.15-			
	SUB TOTAL *	529156.61-*	853246.54-*		1382403.15-*	
9200 FUND TOTALS	3841213.92	488045.86-	3353168.06			
9300 BMO OPERATING ACCT (FKA BOW)	516640.59					
9300.0100 DEPOSITS (BMO)	4648937.86	2694533.78	7343471.64			
9300.0200 INTEREST EARNED	6.45	.00	6.45			
9300.0300 CREDIT CARD DEPOSIT	866347.05	101071.49	967418.54			
9300.0400 ACH/EFT DEPOSITS	1074171.00-	60050.50-	1134221.50-			
	SUB TOTAL *	4957760.95 *	2735554.77 *		7693315.72 *	
9300.9100 TRANSFER OUT	3773199.14-	3304428.73-	7077627.87-			
	SUB TOTAL *	3773199.14-*	3304428.73-*		7077627.87-*	
9300 FUND TOTALS	1184561.81	568873.96-	615687.85			
9350 BMO (FKA BOW) MM ACCT	27507.99					
9350.0100 TRANSFERS IN (BMO MM)	50000.00	.00	50000.00			
9350.0200 INTEREST EARNED (BOW MM)	6.66	.64	7.30			
	SUB TOTAL *	77514.65 *	.64 *		77515.29 *	
9350.9100 TRANSFER OUT (BMO MM)	.00	55000.00-	55000.00-			
	SUB TOTAL *	.00 *	55000.00-*		55000.00-*	
9350 FUND TOTALS	77514.65	54999.36-	22515.29			
9375 BOW CD START 3/25/22 CLOSED 2/2/24	50000.00					
9375.0100 TRANSFERS IN	.00	.00	.00			
9375.0200 INTEREST EARNED	.00	.00	.00			
	SUB TOTAL *	50000.00 *	.00 *		50000.00 *	
9375.9100 TRANSFERS OUT	50000.00-	.00	50000.00-			
9375 FUND TOTALS	.00	.00	.00			
9400 HCB CD START 4/18/13-CLOSED 4/25/19	.00					
9400.0100 TRANSFERS IN	.00	.00	.00			
9400.0200 INTEREST EARNED	.00	.00	.00			
9400.0300 XXXX	.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *		.00 *	
9400.9100 TRANSFER OUT	.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *		.00 *	



HUERFANO COUNTY		TREASURERS FUND LEDGER FOR RANGE 05/01/2024 TO 05/31/2024			MAY REPRINT 06/11/2024 10:25 PA	
ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9400 FUND TOTALS	.00	.00	.00			
9500 HUERFANO CONSERVATION TRUST FUND	50818.89					
9500.0100 TRANSFERS IN	5403.10	.00	5403.10			
9500.0200 INTEREST EARNED	741.66	186.69	928.35			
SUB TOTAL *	56963.65 *	186.69 *	57150.34 *			
9500.9100 TRANSFER OUT	5244.00-	1161.36-	6405.36-			
9500.9130 BANK SERVICE CHARGE	.00	.00	.00			
SUB TOTAL *	5244.00-*	1161.36-*	6405.36-*			
9500 FUND TOTALS	51719.65	974.67-	50744.98			
9600 CSAFE (INVESTMENT)	386019.92					
9600.0100 TRANSFERS IN	400000.00	.00	400000.00			
9600.0200 INTEREST EARNED	9066.96	3623.46	12690.42			
SUB TOTAL *	795086.88 *	3623.46 *	798710.34 *			
9600.9100 TRANSFER OUT	.00	.00	.00			
SUB TOTAL *	.00 *	.00 *	.00 *			
9600 FUND TOTALS	795086.88	3623.46	798710.34			
9650 PEAKS INVESTMENTS MANAGEMENT	546448.63					
9650.0100 TRANSFERS IN	.00	.00	.00			
9650.0200 INTEREST EARNED	3013.08	.00	3013.08			
SUB TOTAL *	549461.71 *	.00 *	549461.71 *			
9650.0400 MARKET FLUCTUATION (LPL)	.00	.00	.00			
9650.9100 TRANSFERS OUT	.00	.00	.00			
SUB TOTAL *	.00 *	.00 *	.00 *			
9650 FUND TOTALS	549461.71	.00	549461.71			
9700 LPL FINANCIAL	1794475.76					
9700.0100 TRANSFERS IN	.00	.00	.00			
9700.0200 INTEREST EARNED	1401.89	.00	1401.89			
SUB TOTAL *	1795877.65 *	.00 *	1795877.65 *			
9700.0300 TRANSFER OUT	.00	.00	.00			
9700.0400 MARKET FLUCTUATIONS (LPL)	.00	.00	.00			
9700.9100 TRANSFER OUT	.00	.00	.00			
SUB TOTAL *	.00 *	.00 *	.00 *			
9700 FUND TOTALS	1795877.65	.00	1795877.65			
9800 WELLS FARGO (TRANSFD TO PEAKS INV)	.00					
9800.0100 TRANSFERS IN	.00	.00	.00			
9800.0200 INTEREST EARNED	.00	.00	.00			
SUB TOTAL *	.00 *	.00 *	.00 *			
9800.9100 TRANSFER OUT	.00	.00	.00			
9800 FUND TOTALS	.00	.00	.00			
9900 PFM FUNDS - CSIP (START 2/26/13)	551339.08					
9900.0100 TRANSFERS IN (CSIP)	.00	.00	.00			
9900.0200 INTEREST EARNED	15125.59	2577.90	17703.49			
SUB TOTAL *	566464.67 *	2577.90 *	569042.57 *			
9900.9100 TRANSFER OUT	.00	.00	.00			
9900 FUND TOTALS	566464.67	2577.90	569042.57			
9950 COMMUNITY BANKS OF COLORADO MM ACCT	303301.32					
9950.0100 TRANSFERS IN	425000.00	.00	425000.00			
9950.0200 INTEREST EARNED	7774.25	2218.62	9992.87			
SUB TOTAL *	736075.57 *	2218.62 *	738294.19 *			



HUERFANO COUNTY

TREASURERS FUND LEDGER FOR RANGE 05/01/2024 TO 05/31/2024

MAY REPRINT 06/11/2024 10:25 PA

Item 8e.

ACCT DESCRIPTION

BALANCE FORWRD

CURRENT

TOTAL YTD

PROJ REV

BALANCE

PCT

9950.9100 TRANSFERS OUT  
9950 FUND TOTALS

.00  
736075.57

200000.00-  
197781.38-

200000.00-  
538294.19

\*\*\*\*\* FUND TOTALS \*\*\*\*\*

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10160431.19

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1713232.71-

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8447198.48



HUERFANO COUNTY  
ACCT DESCRIPTION

TREASURERS FUND LEDGER FOR RANGE 05/01/2024 TO 05/31/2024

MAY REPRINT 06/11/2024 10:25 PA

Item 8e.

BALANCE FORWRD

CURRENT

TOTAL YTD

PROJ REV

BALANCE

PCT

TIME FINISHED-10:25



MONTHLY REPORT OF HUERFANO COUNTY TREASURER  
 APRIL 31, 2024 THRU MAY 31, 2024

Item 8e.

FUND	BEGINNING BALANCE	REVENUES REVENUES	DISBURSEMENTS DISBURSEMENTS	ENDING BALANCE
COUNTY GENERAL FUND	2,210,325.03	837,618.20	759,047.39-	2,288,895.84
P&R CHANGED TO CO GEN 1/2024	51,840.26-			51,840.26-
HOUSING AUTHORITY	0.00			0.00
UNCLAIMED	766.15	.99		767.14
SPECIAL PROJECT FUND	657,174.02-	208,326.40	68,817.93-	517,665.55-
ROAD & BRIDGE	306,552.91	179,961.59	147,019.12-	339,495.38
LEASE PURCHASE FUND	0.00			0.00
EMERGENCY SERVICES FUNDS (DISPATCH)	1,443,893.23	88,585.02	60,728.17-	1,471,750.08
RETIREMENT	139,384.16	48,636.86	14,346.85-	173,674.17
LODGING TAX TOURISM FUND	90,118.69	19,219.18	18,908.58-	90,429.29
OPIOID FUNDS	25,091.86			25,091.86
DISASTER RECOVERY FUND	941,090.92		53,114.18-	887,976.74
GARDNER PUBLIC IMPROVEMENT DISTRICT	78,750.94	8,614.76	1,042.35-	86,323.35
WALSENBURG GATEWAY METRO DIST	0.00			0.00
SPANISH PEAKS LIBRARY DIST	112,371.20	49,252.64	113,765.82-	47,858.02
SPANISH PEAKS LIBRARY DIST (BOND)	75,359.15	47,598.75	76,708.36-	46,249.54
HUERFANO CO. AMBULANCE ENTERPRISE	0.00			0.00
WASTE TRANSFER STATION ENTERPRISE	22,037.26		17,395.50-	4,641.76
MINERAL LEASING	0.00			0.00
CREDIT CARD ADJ FUND	0.00			0.00
PUBLIC TRUSTEE	0.00			0.00
SOCIAL SERVICES	1,404,977.70	179,234.14	186,087.52-	1,398,124.32
HOSPITAL DISTRICT (OPERATING)	486,621.18	187,821.02	491,900.56-	182,541.64
HOSPITAL ANTIC. WARRANTS (BOND)	0.00			0.00
CITY OF WALSENBURG	200,359.13	57,121.77	201,749.85-	55,731.05
WALSENBURG TIF	6,082.23	1,889.49	6,082.23-	1,889.49
WAL (DOWNTOWN REV COMM) GID 28018	0.00			0.00
TOWN OF LAVETA	32,607.54	14,574.72	32,885.82-	14,296.44
LA VETA FIRE PROT. DIST.	89,005.94	17,682.79	89,474.57-	17,214.16
LA VETA CEMETERY DIST	8,630.37	1,764.46	8,677.13-	1,717.70
HUERFANO WATER CONS. DIST.	150,384.43	57,001.37	151,986.61-	55,399.19
NAVAJO WATER DIST.	12,758.10	2,419.62	12,817.86-	2,359.86
CUCHARA SAN. WATER DIST.	48,299.89	8,205.36	48,514.39-	7,990.86
LA VETA LIB. DIST.	97,214.73	20,124.34	97,748.06-	19,591.01
RYE FIRE DIST.	4,537.95	283.09	4,543.06-	277.98
ECONOMIC & REVOLVING LOAN	0.00			0.00
CUCHARA BOND	0.00			0.00
UPPER HUERFANO CONSERVATION DIST	22,388.16	11,533.83	22,716.90-	11,205.09
UPPER HUERFANO FIRE DIST.	70,319.46	7,108.65	70,488.26-	6,939.85
HUERFANO CO FIRE PROTECTION DIST	212,480.37	112,187.89	215,685.31-	108,982.95
COUNTY CLERK	226,939.04	191,920.66	226,939.04-	191,920.66
COUNTY CLERK SUR CHARGE	6,434.74	235.00	209.18-	6,460.56
SCHOOL DIST. RE-1 GENERAL	1,040,511.74	684,392.21	1,170,224.64-	554,679.31
SCHOOL DIST. RE-1 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-1 BOND	340,904.62	209,041.01	340,904.62-	209,041.01
SCHOOL DIST. RE-1 INSURANCE REV.	0.47			0.47
SCHOOL DIST. RE-2 GENERAL	237,184.07	110,635.71	307,679.19-	40,140.59
SCHOOL DIST. RE-2 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-2 BOND	105,107.51	39,421.91	105,107.51-	39,421.91
TAX SALE & REDEMPTIONS	11,091.81	3,520.70	3,457.22-	11,155.29
BACK TAX UNAPPORTIONED	0.00			0.00
FEDERAL FOREST PROJECT FUND	69,020.64	18,340.41	603.73-	86,757.32
C-PACE COLORADO NEW ENERGY IMP DIST	0.00			0.00
TREASURERS FEES	0.00	44,720.29	44,720.29-	0.00
SPECIFIC OWNERSHIP	0.00	133,608.82	133,608.82-	0.00
LAND USE FUND	0.00			0.00
CONSERVATION TRUST FUND	51,719.65	186.69	1,161.36-	50,744.98
MOTOR VEHICLE	0.00		4,782.55-	4,782.55-



FEDERAL LAND & MATERIALS ACT	367.59			367.59
US FOREST RESERVE	4,620.00			4,620.00
NAVAJO BOND	0.00			0.00
WALSENBURG HOUSING AUTHORITY	0.00			0.00
ADVANCE TAX COLLECTIONS	15,041.72	892.67		15,934.39
COUNTY PROPERTY SALES	765.00			765.00
PILT	429,367.99		5,265.23-	424,102.76
REAL ESTATE INT.UNAPPORTIONED	0.00			0.00
CONTINGENCY FUND	37,960.00			37,960.00
COURT HOUSE RE-HAB	0.00			0.00
PURGATOIRE RIVER SOIL CONS. DIST.	0.20	.04		0.24
BUSINESS RECRUITMENT	0.00			0.00
EMERGENCY RESERVE FUND	0.00			0.00
GRAND TOTALS	<u>\$10,160,431.19</u>	<u>\$3,603,683.05</u>	<u>\$5,316,915.76-</u>	<u>\$8,447,198.48</u>

I DEBRA J REYNOLDS, TREASURER IN AND FOR THE COUNTY OF HUERFANO, AND THE STATE OF COLORADO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND JUST COPY OF THE FUND BALANCES, RECEIPTS AND DISBURSEMENTS OF RECORDS OF MY OFFICE FOR CURRENT MONTH, AND TRUE TO THE BEST OF MY KNOWLEDGE

6-11-2024  
DATE:

  
HUERFANO COUNTY TREASURER:



MONTHLY REPORT OF HUERFANO COUNTY TREASURER  
 APRIL 31, 2024 THRU MAY 31, 2024

Item 8e.

FUND	BEGINNING BALANCE	REVENUES DEPOSITS	INTEREST EARNED	TRANSFERS (IN)	DISBURSEMENTS-- TRANSFERS (OUT)	ENDING BALANCE
COMMUNITY BANKS OF SO COLORADO	561,754.68	639,767.41-		231,008.57		152,995.84
TREASURERS CASH	700.00					700.00
COLO TRUST (INVESTMENT)	3,841,213.92	350,000.00	15,200.68		853,246.54-	3,353,168.06
BMO OPERATING ACCT (FKA BOW)	1,184,561.81	2,694,533.78		41,020.99	3,304,428.73-	615,687.85
BMO (FKA BOW) MM ACCT	77,514.65		.64		55,000.00-	22,515.29
BOW CD START 3/25/22 CLOSED 2/2/24	0.00					0.00
HCB CD START 4/18/13-CLOSED 4/25/19	0.00					0.00
HUERFANO CONSERVATION TRUST FUND	51,719.65		186.69		1,161.36-	50,744.98
CSAFE (INVESTMENT)	795,086.88		3,623.46			798,710.34
PEAKS INVESTMENTS MANAGEMENT	549,461.71					549,461.71
LPL FINANCIAL	1,795,877.65					1,795,877.65
WELLS FARGO (TRANSFD TO PEAKS INV)	0.00					0.00
PFM FUNDS - CSIP (START 2/26/13)	566,464.67		2,577.90			569,042.57
COMMUNITY BANKS OF COLORADO MM ACCT	736,075.57		2,218.62		200,000.00-	538,294.19
<b>GRAND TOTALS</b>	<b>\$10,160,431.19</b>	<b>\$2,404,766.37</b>	<b>\$23,807.99</b>	<b>\$272,029.56</b>	<b>\$4,413,836.63-</b>	<b>\$8,447,198.48</b>

I, DEBRA J REYNOLDS, County Treasurer in and for the county of HUERFANO in the State of Colorado, do hereby certify that the above is a true statement of the condition of the various funds as they appear from the records in my office for the current month.

6-11-2024  
 DATE

*Debra J Reynolds*  
 HUERFANO COUNTY TREASURER



# Revenue and Expense Report

Huerfano County Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	<b>GENERAL FUND</b>						
	<b>EXPENDITURES</b>						
	<b>LAND USE AND BUILDING</b>						
001-40124-51110	SALARIES (EMP)	\$130,000.00	\$9,076.96	\$53,634.80	\$0.00	\$76,365.20	41.26%
001-40124-51161	OASI (EMP)	\$8,060.00	\$516.32	\$3,117.25	\$0.00	\$4,942.75	38.68%
001-40124-51162	MEDICARE (EMP)	\$1,885.00	\$120.76	\$729.07	\$0.00	\$1,155.93	38.68%
001-40124-51164	INSURANCE(CCI/CO-OP)	\$23,949.00	\$2,003.90	\$10,942.56	\$0.00	\$13,006.44	45.69%
001-40124-51165	INSURANCE (DENTAL)	\$1,075.95	\$89.73	\$478.56	\$0.00	\$597.39	44.48%
001-40124-51168	INSURANCE (LIFE)	\$79.20	\$0.00	\$0.00	\$0.00	\$79.20	
001-40124-51210	OFFICE SUPPLIES	\$2,500.00	\$0.00	\$21.76	\$0.00	\$2,478.24	.87%
001-40124-51306	REF & DED	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
001-40124-51310	PROFESSIONAL SERVICES	\$20,000.00	\$770.00	\$770.00	\$9,230.00	\$10,000.00	50.00%
001-40124-51321	TELEPHONE	\$850.00	\$97.58	\$458.80	\$0.00	\$391.20	53.98%
001-40124-51327	GUIDES AND CODES	\$600.00	\$68.25	\$297.60	\$0.00	\$302.40	49.60%
001-40124-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$0.00	\$2,037.32	\$0.00	\$962.68	67.91%
001-40124-51335	FUEL REIMBURSEMENT	\$1,500.00	\$118.72	\$827.54	\$0.00	\$672.46	55.17%
001-40124-51336	DEPARTMENT UNIFORMS	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	
001-40124-51350	PRINTING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-40124-51380	REPAIRS/MAINTENANCE	\$14,855.00	\$14.00	\$29.00	\$8,211.11	\$6,614.89	55.47%
001-40124-51384	BOARD COMPENSATION	\$2,500.00	\$26.32	\$695.98	\$0.00	\$1,804.02	27.84%
001-40124-51420	DUES & MEETINGS	\$3,000.00	\$0.00	\$1,250.80	\$0.00	\$1,749.20	41.69%
001-40124-51457	CELLULAR PHONE SERVICE	\$900.00	\$102.88	\$514.80	\$0.00	\$385.20	57.20%
001-40124-51774	CODE ENFORCEMENT	\$1,000.00	\$45.66	\$228.50	\$0.00	\$771.50	22.85%
001-40124-51814	LEASE AGREEMENT	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00	
	<b>Subtotal LAND USE AND BUILDING:</b>	<b>\$223,554.15</b>	<b>\$13,051.08</b>	<b>\$76,034.34</b>	<b>\$17,441.11</b>	<b>\$130,078.70</b>	<b>41.81%</b>
	<b>OTHER ADMINISTRATION</b>						
001-40127-51301	PROP & CASUALTY INS	\$194,610.00	\$25,000.00	\$236,386.42	\$25,000.00	(\$66,776.42)	134.31%
001-40127-51303	AUDITOR	\$10,000.00	\$4,900.00	\$4,900.00	\$5,650.00	(\$550.00)	105.50%
001-40127-51304	ADVERTISING AND PROMOTION	\$18,526.00	\$450.00	\$2,975.00	\$8,076.00	\$7,475.00	59.65%
001-40127-51305	PUBLISHING	\$8,000.00	\$3,215.80	\$6,774.20	\$0.00	\$1,225.80	84.68%
001-40127-51308	BANK CHARGES	\$2,000.00	\$260.16	\$1,044.90	\$0.00	\$955.10	52.25%
001-40127-51310	PROFESSIONAL SERVICES	\$30,000.00	\$8,344.65	\$91,586.68	\$3,706.25	(\$65,292.93)	317.64%
001-40127-51319	REFUNDS & ABATEMENTS	\$4,674.00	\$140.79	\$995.30	\$0.00	\$3,678.70	21.29%
001-40127-51320	TREASURER FEE	\$0.00	\$18,638.63	\$109,580.65	\$0.00	(\$109,580.65)	
001-40127-51322	POSTAGE	\$4,000.00	\$0.00	\$4,212.58	\$0.00	(\$212.58)	105.31%



# Revenue and Expense Report

Huerfano County Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>001</b>	<b>GENERAL FUND</b>						
	<b>EXPENDITURES</b>						
	<b>OTHER ADMINISTRATION</b>						
001-40127-51446	CWCP	\$60,000.00	\$0.00	\$86,849.00	\$0.00	(\$26,849.00)	144.75%
001-40127-51447	UNEMPLOYMENT TAX	\$10,000.00	\$0.00	\$3,145.44	\$0.00	\$6,854.56	31.45%
001-40127-51581	CLEARING ACCOUNT	\$0.00	\$28,673.29	\$75,370.41	\$0.00	(\$75,370.41)	
001-40127-51590	TRES/DEED DISBURSEMENT	\$25,000.00	\$120.00	\$8,101.32	\$0.00	\$16,898.68	32.41%
001-40127-51592	INSUFFICIENT FUNDS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-40127-51732	CREDIT CARD ADJUSTMENT	\$0.00	\$0.00	\$621.77	\$0.00	(\$621.77)	
001-40127-51759	PREEMPLOYMENT DRUG TESTI	\$3,000.00	\$488.00	\$1,208.00	\$0.00	\$1,792.00	40.27%
001-40127-51760	PRE-EMPLOY BACKGROUND C	\$150.00	\$48.00	\$268.00	\$0.00	(\$118.00)	178.67%
001-40127-51814	LEASE AGREEMENT	\$20,000.00	\$1,285.45	\$11,088.57	\$0.00	\$8,911.43	55.44%
001-40127-51859	TRAINING	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
001-40127-51913	Employee Assistance Program	\$3,500.00	\$760.12	\$2,677.86	\$0.00	\$822.14	76.51%
	<b>Subtotal OTHER ADMINISTRATION:</b>	<b>\$402,460.00</b>	<b>\$92,548.89</b>	<b>\$647,786.10</b>	<b>\$42,432.25</b>	<b>(\$287,758.35)</b>	<b>171.50%</b>
	<b>CLERK AND RECORDER</b>						
001-40210-51100	SALARIES (OFF)	\$63,443.12	\$4,880.24	\$24,401.20	\$0.00	\$39,041.92	38.46%
001-40210-51110	SALARIES (EMP)	\$192,898.98	\$11,761.94	\$66,972.74	\$0.00	\$125,926.24	34.72%
001-40210-51160	OASI (OFF)	\$3,933.48	\$0.00	\$0.00	\$0.00	\$3,933.48	
001-40210-51161	OASI (EMP)	\$2,307.04	\$992.44	\$5,473.96	\$0.00	(\$2,676.92)	195.71%
001-40210-51162	MEDICARE (EMP)	\$2,797.04	\$232.11	\$1,280.20	\$0.00	\$1,516.84	45.77%
001-40210-51164	INSURANCE(CCI/CO-OP)	\$64,287.00	\$2,674.04	\$15,116.22	\$0.00	\$49,170.78	23.51%
001-40210-51165	INSURANCE (DENTAL)	\$3,078.90	\$149.39	\$806.45	\$0.00	\$2,272.45	26.19%
001-40210-51168	INSURANCE (LIFE)	\$198.72	\$0.00	\$0.00	\$0.00	\$198.72	
001-40210-51172	MEDICARE (OFF)	\$919.93	\$0.00	\$0.00	\$0.00	\$919.93	
001-40210-51210	OFFICE SUPPLIES	\$12,629.97	\$184.96	\$1,045.77	\$0.00	\$11,584.20	8.28%
001-40210-51310	PROFESSIONAL SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-40210-51321	TELEPHONE	\$3,079.00	\$97.59	\$458.82	\$0.00	\$2,620.18	14.90%
001-40210-51322	POSTAGE	\$5,000.00	\$445.53	\$2,008.70	\$0.00	\$2,991.30	40.17%
001-40210-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$0.00	\$24.99	\$0.00	\$2,975.01	.83%
001-40210-51335	FUEL REIMBURSEMENT	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	
001-40210-51380	REPAIRS/MAINTENANCE	\$1,980.00	\$0.00	\$980.00	\$0.00	\$1,000.00	49.49%
001-40210-51383	MAINTENANCE CONTRACT	\$17,400.00	\$0.00	\$6,013.20	\$0.00	\$11,386.80	34.56%
001-40210-51420	DUES AND MEETINGS	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00	



# Revenue and Expense Report

Huerfano County Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	<b>GENERAL FUND</b>						
	<b>EXPENDITURES</b>						
	<b>CLERK AND RECORDER</b>						
	Subtotal CLERK AND RECORDER:	\$379,793.18	\$21,418.24	\$124,582.25	\$0.00	\$255,210.93	32.80%
	<b>ELECTIONS</b>						
001-40250-51110	SALARIES (EMP)	\$16,000.00	\$457.20	\$4,841.25	\$0.00	\$11,158.75	30.26%
001-40250-51210	OFFICE SUPPLIES	\$2,000.00	\$112.06	\$735.29	\$0.00	\$1,264.71	36.76%
001-40250-51310	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$78.95	\$0.00	(\$78.95)	
001-40250-51322	POSTAGE	\$2,500.00	\$0.00	\$164.87	\$0.00	\$2,335.13	6.59%
001-40250-51330	TRAVEL & TRANSPORTATION	\$2,500.00	\$0.00	\$40.00	\$0.00	\$2,460.00	1.60%
001-40250-51380	REPAIRS AND MAINTENANCE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-40250-51392	RENTAL OF EQUIP/FIXTURES	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-40250-51615	ELECTION EQUIPMENT	\$32,989.39	\$0.00	\$29,280.34	\$0.00	\$3,709.05	88.76%
001-40250-51788	BALLOT PRINTING & SERVICES	\$40,000.00	\$0.00	\$28,644.15	\$0.00	\$11,355.85	71.61%
	Subtotal ELECTIONS:	\$102,989.39	\$569.26	\$63,784.85	\$0.00	\$39,204.54	61.93%
	<b>TREASURER</b>						
001-40300-51100	SALARIES (OFF)	\$63,443.12	\$4,880.24	\$24,401.20	\$0.00	\$39,041.92	38.46%
001-40300-51110	SALARIES (EMP)	\$118,174.16	\$9,090.32	\$45,451.60	\$0.00	\$72,722.56	38.46%
001-40300-51160	OASI (OFF)	\$3,933.48	\$0.00	\$0.00	\$0.00	\$3,933.48	
001-40300-51161	OASI (EMP)	\$7,376.80	\$812.10	\$3,953.04	\$0.00	\$3,373.76	53.95%
001-40300-51162	MEDICARE (EMP)	\$1,713.53	\$189.93	\$924.50	\$0.00	\$789.03	53.95%
001-40300-51164	INSURANCE(CCI/CO-OP)	\$30,933.00	\$2,590.14	\$13,509.52	\$0.00	\$17,423.48	43.67%
001-40300-51165	INSURANCE (DENTAL)	\$1,789.65	\$149.23	\$746.15	\$0.00	\$1,043.50	41.69%
001-40300-51168	INSURANCE (LIFE)	\$105.60	\$0.00	\$0.00	\$0.00	\$105.60	
001-40300-51172	MEDICARE (OFF)	\$919.93	\$0.00	\$0.00	\$0.00	\$919.93	
001-40300-51210	OFFICE SUPPLIES	\$2,500.00	\$240.71	\$1,568.45	\$0.00	\$931.55	62.74%
001-40300-51321	TELEPHONE	\$1,500.00	\$97.58	\$458.81	\$0.00	\$1,041.19	30.59%
001-40300-51322	POSTAGE	\$12,000.00	\$0.00	\$2,606.47	\$0.00	\$9,393.53	21.72%
001-40300-51330	TRAVEL & TRANSPORTATION	\$2,500.00	\$0.00	\$35.71	\$0.00	\$2,464.29	1.43%
001-40300-51335	FUEL REIMBURSEMENT	\$700.00	\$0.00	\$101.84	\$0.00	\$598.16	14.55%
001-40300-51350	PRINTING	\$3,000.00	\$56.00	\$504.00	\$0.00	\$2,496.00	16.80%
001-40300-51383	MAINTENANCE CONTRACT	\$420.00	\$34.30	\$168.38	\$0.00	\$251.62	40.09%
001-40300-51420	DUES & MEETINGS	\$1,800.00	\$0.00	\$1,200.00	\$0.00	\$600.00	66.67%
001-40300-51589	CASH/SHORT	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	



# Revenue and Expense Report

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>001</b>	<b><u>GENERAL FUND</u></b>						
	<b><u>EXPENDITURES</u></b>						
	<b><u>TREASURER</u></b>						
001-40300-51814	LEASE AGREEMENT	\$39,000.00	\$2,642.41	\$10,569.64	\$0.00	\$28,430.36	27.10%
	<b>Subtotal TREASURER:</b>	<b>\$291,789.27</b>	<b>\$20,782.96</b>	<b>\$106,199.31</b>	<b>\$0.00</b>	<b>\$185,589.96</b>	<b>36.40%</b>
	<b><u>PUBLIC TRUSTEE</u></b>						
001-40350-51115	SALARIES(PUBLIC TRUSTEE)	\$12,500.00	\$0.00	\$2,000.00	\$0.00	\$10,500.00	16.00%
001-40350-51163	OASI (PUBLIC TRUSTEE)	\$775.00	\$0.00	\$268.41	\$0.00	\$506.59	34.63%
001-40350-51164	INSURANCE(CCI/CO-OP)	\$738.00	\$0.00	\$0.00	\$0.00	\$738.00	
001-40350-51165	INSURANCE (DENTAL)	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00	
001-40350-51173	MEDICARE (PUBLIC TRUSTEE)	\$181.00	\$0.00	\$62.77	\$0.00	\$118.23	34.68%
	<b>Subtotal PUBLIC TRUSTEE:</b>	<b>\$14,245.00</b>	<b>\$0.00</b>	<b>\$2,331.18</b>	<b>\$0.00</b>	<b>\$11,913.82</b>	<b>16.36%</b>
	<b><u>ASSESSOR</u></b>						
001-40400-51100	SALARIES (OFF)	\$63,443.12	\$4,180.24	\$24,401.20	\$0.00	\$39,041.92	38.46%
001-40400-51110	SALARIES (EMP)	\$156,663.78	\$12,604.90	\$63,024.50	\$0.00	\$93,639.28	40.23%
001-40400-51160	OASI (OFF)	\$3,933.48	\$0.00	\$0.00	\$0.00	\$3,933.48	
001-40400-51161	OASI (EMP)	\$9,713.16	\$991.57	\$5,010.24	\$0.00	\$4,702.92	51.58%
001-40400-51162	MEDICARE (EMP)	\$2,271.63	\$231.88	\$1,171.66	\$0.00	\$1,099.97	51.58%
001-40400-51164	INSURANCE(CCI/CO-OP)	\$39,915.00	\$4,408.04	\$23,404.84	\$0.00	\$16,510.16	58.64%
001-40400-51165	INSURANCE (DENTAL)	\$1,844.10	\$201.29	\$1,036.56	\$0.00	\$807.54	56.21%
001-40400-51168	INSURANCE (LIFE)	\$122.76	\$0.00	\$0.00	\$0.00	\$122.76	
001-40400-51172	MEDICARE (OFF)	\$919.93	\$0.00	\$0.00	\$0.00	\$919.93	
001-40400-51210	OFFICE SUPPLIES	\$4,000.00	\$521.44	\$1,187.30	\$0.00	\$2,812.70	29.68%
001-40400-51310	PROFESSIONAL SERVICES	\$30,000.00	\$2,250.00	\$9,000.00	\$0.00	\$21,000.00	30.00%
001-40400-51312	CERTIFICATION FEES	\$828.00	\$0.00	\$271.00	\$0.00	\$557.00	32.73%
001-40400-51321	TELEPHONE	\$2,071.00	\$195.16	\$917.62	\$0.00	\$1,153.38	44.31%
001-40400-51322	POSTAGE	\$2,700.00	\$0.00	\$2,584.00	\$0.00	\$116.00	95.70%
001-40400-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$333.58	\$812.81	\$0.00	\$2,187.19	27.09%
001-40400-51335	FUEL REIMBURSEMENT	\$1,500.00	\$18.48	\$94.36	\$0.00	\$1,405.64	6.29%
001-40400-51350	PRINTING	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
001-40400-51380	REPAIRS/MAINTENANCE	\$1,500.00	\$350.46	\$350.46	\$0.00	\$1,149.54	23.36%
001-40400-51383	MAINTENANCE CONTRACT	\$412.00	\$34.30	\$168.38	\$0.00	\$243.62	40.87%
001-40400-51420	DUES AND MEETINGS	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
001-40400-51814	LEASE AGREEMENT	\$37,358.00	\$2,846.13	\$11,384.52	\$0.00	\$25,973.48	30.47%



# Revenue and Expense Report

Huerfano County Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>001</b>	<b><u>GENERAL FUND</u></b>						
	<b><u>EXPENDITURES</u></b>						
	<b>ASSESSOR</b>						
001-40400-52000	CAPITAL OUTLAY	\$10,200.00	\$11,220.00	\$11,220.00	\$0.00	(\$1,020.00)	110.00%
	<b>Subtotal ASSESSOR:</b>	<b>\$380,395.96</b>	<b>\$41,087.47</b>	<b>\$156,039.45</b>	<b>\$0.00</b>	<b>\$224,356.51</b>	<b>41.02%</b>
	<b>PUBLIC WORKS</b>						
001-40600-51110	SALARIES (EMP)	\$169,558.22	\$15,189.68	\$86,006.01	\$0.00	\$82,952.21	51.08%
001-40600-51161	OASI (EMP)	\$10,512.61	\$870.83	\$5,078.21	\$0.00	\$5,434.40	48.31%
001-40600-51162	MEDICARE (EMP)	\$2,458.60	\$203.67	\$1,187.64	\$0.00	\$1,270.96	48.31%
001-40600-51164	INSURANCE(CCI/CO-OP)	\$41,337.00	\$4,121.48	\$18,468.08	\$0.00	\$22,868.92	44.68%
001-40600-51165	INSURANCE (DENTAL)	\$2,004.75	\$188.51	\$822.91	\$0.00	\$1,181.84	41.05%
001-40600-51168	INSURANCE (LIFE)	\$105.60	\$0.00	\$0.00	\$0.00	\$105.60	
001-40600-51220	OPERATING SUPPLIES	\$7,000.00	\$163.06	\$2,119.48	\$0.00	\$4,880.52	30.28%
001-40600-51310	PROFESSIONAL SERVICES	\$28,950.00	\$6,984.14	\$12,241.52	\$35.00	\$16,673.48	42.41%
001-40600-51311	SEWER/WATER/TRASH	\$7,500.00	\$68.00	\$1,622.78	\$0.00	\$5,877.22	21.64%
001-40600-51323	TELEPHONE G.C CNTR	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-40600-51335	FUEL REIMBURSEMENT	\$6,500.00	\$494.48	\$1,538.04	\$0.00	\$4,961.96	23.66%
001-40600-51370	UTILITIES	\$76,000.00	\$6,023.77	\$32,262.37	\$0.00	\$43,737.63	42.45%
001-40600-51380	REPAIRS/MAINTENANCE	\$22,009.48	\$297.83	\$5,344.65	\$3,920.08	\$12,754.75	42.08%
001-40600-51381	REPAIRS/REMODELING	\$3,333.56	\$0.00	\$659.74	\$0.00	\$3,123.82	17.44%
001-40600-51382	EQUIPMENT & FIXTURES	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-40600-51457	CELLULAR SERVICE	\$2,900.00	\$184.88	\$925.17	\$0.00	\$1,974.83	31.90%
001-40600-51773	CSWD (UTILITY)	\$6,000.00	\$591.39	\$2,445.95	\$0.00	\$3,554.05	40.77%
001-40600-51815	EQUIPMENT REPAIRS	\$2,000.00	\$0.00	\$791.63	\$0.00	\$1,208.37	39.58%
001-40600-51817	MINING MUSEUM	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
	<b>Subtotal PUBLIC WORKS:</b>	<b>\$392,129.82</b>	<b>\$35,781.72</b>	<b>\$172,114.18</b>	<b>\$3,955.08</b>	<b>\$216,060.56</b>	<b>44.90%</b>
	<b>DISTRICT ATTORNEY</b>						
001-41510-51324	D.A. PAYMENTS	\$581,508.00	\$48,459.00	\$242,295.00	\$0.00	\$339,213.00	41.67%
001-41510-51370	UTILITIES	\$5,000.00	\$441.02	\$2,017.44	\$0.00	\$2,982.56	40.35%
	<b>Subtotal DISTRICT ATTORNEY:</b>	<b>\$586,508.00</b>	<b>\$48,900.02</b>	<b>\$244,312.44</b>	<b>\$0.00</b>	<b>\$342,195.56</b>	<b>41.66%</b>
	<b>SHERIFF</b>						
001-42110-51100	SALARIES (OFF)	\$85,016.00	\$6,539.70	\$32,698.50	\$0.00	\$52,317.50	38.46%
001-42110-51110	SALARIES (EMP)	\$1,062,809.72	\$73,551.09	\$428,357.83	\$0.00	\$634,451.89	40.30%
001-42110-51160	OASI (OFF)	\$5,271.00	\$0.00	\$0.00	\$0.00	\$5,271.00	



# Revenue and Expense Report

Huerfano County Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>001</b>	<b>GENERAL FUND</b>						
	<b>EXPENDITURES</b>						
	<b>SHERIFF</b>						
001-42110-51161	OASI (EMP)	\$65,894.21	\$4,642.80	\$27,135.26	\$0.00	\$38,758.95	41.18%
001-42110-51162	MEDICARE (EMP)	\$15,410.75	\$1,085.80	\$6,346.11	\$0.00	\$9,064.64	41.18%
001-42110-51164	INSURANCE(CCI/CO-OP)	\$266,265.00	\$11,291.54	\$59,370.15	\$0.00	\$206,894.81	22.30%
001-42110-51165	INSURANCE (DENTAL)	\$13,032.45	\$621.19	\$3,173.06	\$0.00	\$9,859.39	24.35%
001-42110-51168	INSURANCE (LIFE)	\$639.72	\$0.00	\$0.00	\$0.00	\$639.72	
001-42110-51172	MEDICARE (OFF)	\$1,232.74	\$0.00	\$0.00	\$0.00	\$1,232.74	
001-42110-51220	OPERATING SUPPLIES	\$5,000.00	\$322.06	\$1,337.37	\$0.00	\$3,662.63	26.75%
001-42110-51310	PROFESSIONAL SERVICES	\$2,345.00	\$0.00	\$3,193.50	\$0.00	(\$848.50)	136.18%
001-42110-51312	CERTIFICATION FEES	\$60.00	\$0.00	\$35.90	\$0.00	\$24.10	59.83%
001-42110-51321	TELEPHONE	\$4,100.00	\$363.50	\$2,160.25	\$0.00	\$1,939.75	52.69%
001-42110-51327	GUIDES AND CODES	\$1,500.00	\$0.00	\$161.33	\$0.00	\$1,338.67	10.76%
001-42110-51330	TRAVEL & MEALS	\$3,500.00	\$0.00	\$402.47	\$0.00	\$3,097.53	11.50%
001-42110-51335	FLEET FUEL	\$20,000.00	\$3,040.98	\$11,530.15	\$0.00	\$8,469.85	57.65%
001-42110-51336	DEPT UNIFORMS/DUTY GEAR	\$15,000.00	\$133.96	\$1,208.92	\$0.00	\$13,791.08	8.06%
001-42110-51342	CONTRACT PAY/JUDICAL SEC	\$600.00	\$300.00	\$760.00	\$0.00	(\$160.00)	126.67%
001-42110-51380	REPAIRS/MAINTENANCE	\$33,100.00	\$5,116.36	\$12,632.05	\$0.00	\$20,467.95	38.16%
001-42110-51382	REP. EQUIP/FIXTURES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-42110-51393	TRAINING	\$10,000.00	\$0.00	\$307.52	\$0.00	\$9,692.48	3.08%
001-42110-51420	DUES AND MEETINGS	\$4,000.00	\$0.00	\$150.00	\$0.00	\$3,850.00	3.75%
001-42110-51440	FIRE FIGHTING/MEMBERSHIP D	\$4,000.00	\$0.00	\$3,421.31	\$0.00	\$578.69	85.53%
001-42110-51457	CELLULAR/DATA SERVICES	\$7,500.00	\$1,631.41	\$7,447.31	\$0.00	\$52.69	99.30%
001-42110-51500	EQUIPMENT/TASERS	\$17,000.00	\$1,455.58	\$3,435.85	\$0.00	\$13,564.15	20.21%
001-42110-51719	OPERATING SOFTWARE	\$0.00	\$493.94	\$3,159.30	\$0.00	(\$3,159.30)	
001-42110-51770	HOMELESS TRANSIT FUNDS	\$2,000.00	\$407.98	\$581.93	\$0.00	\$1,418.07	29.10%
	<b>Subtotal SHERIFF:</b>	<b>\$1,645,776.59</b>	<b>\$111,019.95</b>	<b>\$609,006.11</b>	<b>\$0.00</b>	<b>\$1,036,770.48</b>	<b>37.00%</b>
	<b>SHERIFF(CITY OF WALSENBURG)</b>						
001-42115-51380	REPAIRS/MAINTENANCE	\$36,525.44	\$0.00	\$0.00	\$0.00	\$36,525.44	
	<b>Subtotal SHERIFF(CITY OF WALSENBURG):</b>	<b>\$36,525.44</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$36,525.44</b>	<b>0.00%</b>
	<b>JAIL</b>						
001-42120-51110	SALARIES (EMP)	\$438,709.60	\$31,186.54	\$150,268.75	\$0.00	\$288,440.85	34.25%
001-42120-51161	OASI (EMP)	\$27,200.00	\$1,895.43	\$8,784.23	\$0.00	\$18,415.77	32.29%



# Revenue and Expense Report

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AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>001</b>	<b>GENERAL FUND</b>						
	<u>EXPENDITURES</u>						
	<u>JAIL</u>						
001-42120-51162	MEDICARE (EMP)	\$6,361.29	\$443.28	\$2,048.75	\$0.00	\$4,312.54	32.21%
001-42120-51164	INSURANCE(CCI/CO-OP)	\$94,077.00	\$3,926.02	\$27,637.29	\$0.00	\$66,439.71	29.38%
001-42120-51165	INSURANCE (DENTAL)	\$4,941.90	\$175.02	\$1,233.36	\$0.00	\$3,708.52	24.96%
001-42120-51168	INSURANCE (LIFE)	\$291.36	\$0.00	\$0.00	\$0.00	\$291.36	
001-42120-51210	OFFICE SUPPLIES	\$1,750.00	\$0.00	\$106.95	\$0.00	\$1,643.05	6.11%
001-42120-51220	OPERATING SUPPLIES	\$16,000.00	\$1,315.94	\$1,671.02	\$0.00	\$11,328.98	29.19%
001-42120-51310	PROFESSIONAL SERVICES	\$10,000.00	\$0.00	\$2,272.46	\$0.00	\$7,727.54	22.72%
001-42120-51311	SEWER/WATER/TRASH	\$2,000.00	\$150.89	\$1,328.26	\$0.00	\$671.74	66.41%
001-42120-51313	MEALS	\$75,000.00	\$11,135.62	\$40,313.20	\$0.00	\$34,686.80	53.75%
001-42120-51321	TELEPHONE	\$3,000.00	\$363.50	\$2,160.24	\$0.00	\$839.76	72.01%
001-42120-51336	DEPARTMENT UNIFORMS/EQUI	\$3,000.00	\$30.76	\$70.55	\$0.00	\$2,929.45	2.35%
001-42120-51363	PRISONER HOUSING OTHER A	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
001-42120-51370	UTILITIES	\$45,000.00	\$2,283.03	\$14,924.28	\$0.00	\$30,075.72	33.17%
001-42120-51380	JAIL REPAIRS	\$15,000.00	\$393.21	\$4,911.26	\$0.00	\$10,088.74	32.74%
001-42120-51381	REPAIRS/REMODELING	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-42120-51393	TRAINING	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-42120-51500	EQUIPMENT	\$5,000.00	\$1,372.36	\$2,071.26	\$0.00	\$2,928.74	41.43%
001-42120-51597	INTERNET SERVICE	\$1,600.00	\$90.87	\$528.44	\$0.00	\$1,071.56	33.03%
001-42120-51602	COMMISSARY	\$10,000.00	\$576.62	\$4,072.29	\$0.00	\$5,927.71	40.72%
001-42120-51814	LEASE AGREEMENT	\$3,000.00	\$227.25	\$970.76	\$0.00	\$2,029.24	32.36%
001-42120-51932	INMATE TRANSPORTS	\$15,000.00	\$1,468.88	\$4,824.96	\$0.00	\$10,175.04	32.17%
001-42120-51933	JAIL BEHAVIORAL HEALTH/MNT	\$180,000.00	\$28,509.25	\$66,961.49	\$0.00	\$113,038.51	37.20%
001-42120-51934	INMATE MEDICATIONS	\$15,000.00	\$0.00	\$398.67	\$0.00	\$14,601.33	2.66%
001-42120-51935	MEDICAL SERVICES	\$20,000.00	\$650.00	\$710.00	\$0.00	\$19,290.00	3.55%
	<b>Subtotal JAIL:</b>	<b>\$1,005,431.15</b>	<b>\$86,236.43</b>	<b>\$341,268.49</b>	<b>\$0.00</b>	<b>\$664,162.66</b>	<b>33.94%</b>
	<u>CORONER</u>						
001-42130-51100	SALARIES (OFF)	\$28,211.04	\$2,170.08	\$10,850.40	\$0.00	\$17,360.64	38.46%
001-42130-51160	OASI (OFF)	\$1,749.09	\$109.95	\$562.66	\$0.00	\$1,186.43	32.17%
001-42130-51164	INSURANCE(CCI/CO-OP)	\$18,387.00	\$1,250.58	\$6,339.70	\$0.00	\$12,047.30	34.48%
001-42130-51165	INSURANCE (DENTAL)	\$930.60	\$59.66	\$298.30	\$0.00	\$632.30	32.05%
001-42130-51168	INSURANCE (LIFE)	\$26.40	\$0.00	\$0.00	\$0.00	\$26.40	
001-42130-51172	MEDICARE (OFF)	\$409.07	\$25.71	\$131.57	\$0.00	\$277.50	32.16%



# Revenue and Expense Report

Huerfano County Item 8f.

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AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	<b>GENERAL FUND</b>						
	<b>EXPENDITURES</b>						
	<b>CORONER</b>						
001-42130-51210	OFFICE SUPPLIES	\$800.00	\$95.43	\$95.43	\$0.00	\$704.57	11.93%
001-42130-51220	OPERATING SUPPLIES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-42130-51310	PROFESSIONAL SERVICES	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	
001-42130-51315	AUTOPSIES	\$30,000.00	\$0.00	\$7,750.00	\$0.00	\$22,250.00	25.83%
001-42130-51321	TELEPHONE	\$840.00	\$85.99	\$430.87	\$0.00	\$409.13	51.29%
001-42130-51322	POSTAGE	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	
001-42130-51330	TRAVEL & TRANSPORTATION	\$3,000.00	\$0.00	\$218.42	\$0.00	\$2,781.58	7.28%
001-42130-51335	FUEL REIMBURSEMENT	\$3,360.00	\$0.00	\$22.00	\$0.00	\$3,338.00	.65%
001-42130-51350	PRINTING	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00	
001-42130-51380	REPAIRS/MAINTENANCE	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	
001-42130-51420	DUES & MEETINGS	\$3,200.00	\$0.00	\$1,716.00	\$0.00	\$1,484.00	53.62%
001-42130-51441	INVESTIGATION	\$12,000.00	\$0.00	\$3,140.00	\$0.00	\$8,860.00	26.17%
001-42130-51457	CELLULAR SERVICE	\$900.00	\$80.02	\$425.36	\$0.00	\$474.64	47.26%
001-42130-51488	DECEASED TRANSPORT	\$5,800.00	\$0.00	\$1,350.00	\$0.00	\$4,450.00	23.28%
001-42130-51544	BURIAL	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
	<b>Subtotal CORONER:</b>	<b>\$116,500.00</b>	<b>\$3,877.42</b>	<b>\$33,330.71</b>	<b>\$0.00</b>	<b>\$83,232.49</b>	<b>28.59%</b>
	<b>SEARCH AND RESCUE</b>						
001-42135-51210	OFFICE SUPPLIES	\$3,000.00	\$0.00	\$1,664.85	\$0.00	\$1,335.15	55.49%
001-42135-51309	COMMUNICATIONS/PAGE OUT	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	
001-42135-51342	VOLUNTEER STIPENDS	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	
001-42135-51420	DUES (S&R MEMBERSHIP)	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	
001-42135-51931	MAPPING	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
001-42135-51935	MEDICAL ADVISOR	\$1,800.00	\$0.00	\$300.00	\$0.00	\$1,500.00	16.67%
	<b>Subtotal SEARCH AND RESCUE:</b>	<b>\$25,700.00</b>	<b>\$0.00</b>	<b>\$1,964.85</b>	<b>\$0.00</b>	<b>\$23,735.15</b>	<b>7.65%</b>
	<b>LAW ENFORCEMENT ASSISTANCE</b>						
001-42140-51426	INTOXILYZER	\$500.00	\$0.00	\$305.00	\$0.00	\$195.00	61.00%
	<b>Subtotal LAW ENFORCEMENT ASSISTANCE:</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$305.00</b>	<b>\$0.00</b>	<b>\$195.00</b>	<b>61.00%</b>
	<b>HEALTH DEPARTMENT</b>						
001-44110-51316	HEALTH PAYMENTS	\$210,000.00	\$13,000.00	\$65,000.00	\$0.00	\$145,000.00	30.95%
	<b>Subtotal HEALTH DEPARTMENT:</b>	<b>\$210,000.00</b>	<b>\$13,000.00</b>	<b>\$65,000.00</b>	<b>\$0.00</b>	<b>\$145,000.00</b>	<b>30.95%</b>



# Revenue and Expense Report

Huerfano County

Item 8f.

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<b>001</b>	<b>GENERAL FUND</b>						
	<b>EXPENDITURES</b>						
	<b>TRANSFER TO OTHER FUNDS</b>						
001-45200-52100	TABOR RESERVE	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
	<b>Subtotal TRANSFER TO OTHER FUNDS:</b>	<b>\$300,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$300,000.00</b>	<b>0.00%</b>
	<b>CSU COOPERATIVE EXTENSION</b>						
001-46100-51210	OFFICE SUPPLIES	\$1,000.00	\$0.00	\$121.20	\$0.00	\$878.80	12.12%
001-46100-51321	TELEPHONE	\$2,000.00	\$85.98	\$130.87	\$0.00	\$1,569.13	21.54%
001-46100-51330	TRAVEL & TRANSPORTATION	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	
001-46100-51342	CONTRACT PAY/NO BENEFITS	\$15,750.00	\$3,893.75	\$3,893.75	\$15,000.00	(\$3,143.75)	119.96%
	<b>Subtotal CSU COOPERATIVE EXTENSION:</b>	<b>\$21,250.00</b>	<b>\$3,979.73</b>	<b>\$4,445.82</b>	<b>\$15,000.00</b>	<b>\$1,804.18</b>	<b>91.51%</b>
	<b>AIRPORT</b>						
001-46400-51220	OPERATING SUPPLIES	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	
001-46400-51301	PROPERTY & CASUALTY INS.	\$4,000.00	\$0.00	\$3,608.00	\$0.00	\$392.00	90.20%
001-46400-51310	PROFESSIONAL SERVICES	\$500.00	\$0.00	\$16.00	\$0.00	\$484.00	3.20%
001-46400-51311	SEWER/WATER/TRASH	\$800.00	\$0.00	\$830.00	\$0.00	(\$30.00)	103.75%
001-46400-51321	TELEPHONE	\$900.00	\$84.85	\$855.67	\$0.00	\$44.33	95.07%
001-46400-51333	AVIATION FUEL	\$100,000.00	\$0.00	\$37,461.93	\$0.00	\$62,538.07	37.46%
001-46400-51370	UTILITIES	\$5,500.00	\$460.89	\$3,517.90	\$0.00	\$1,982.10	63.96%
001-46400-51380	REPAIRS/MAINTENANCE	\$5,000.00	\$217.43	\$457.82	\$0.00	\$4,542.18	9.16%
001-46400-51381	REPAIRS/REMODELING	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	
001-46400-51383	MAINTENANCE CONTRACT	\$14,000.00	\$0.00	\$0.00	\$0.00	\$14,000.00	
001-46400-51457	CELLULAR SERVICE	\$450.00	\$70.62	\$287.46	\$0.00	\$162.54	63.88%
001-46400-51742	CREDIT CARD FEES	\$200.00	\$15.62	\$34.05	\$0.00	\$165.95	17.02%
001-46400-51815	EQUIPMENT REPAIRS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
	<b>Subtotal AIRPORT:</b>	<b>\$134,400.00</b>	<b>\$849.41</b>	<b>\$47,068.83</b>	<b>\$0.00</b>	<b>\$87,331.17</b>	<b>35.02%</b>
	<b>VETERANS</b>						
001-46700-51110	SALARIES (EMP)	\$0.00	\$0.00	\$1,253.00	\$0.00	(\$1,253.00)	
001-46700-51161	OASI (EMP)	\$0.00	\$0.00	\$77.68	\$0.00	(\$77.68)	
001-46700-51162	MEDICARE (EMP)	\$0.00	\$0.00	\$18.16	\$0.00	(\$18.16)	
001-46700-51457	CELLULAR PHONE SERVICE	\$0.00	\$45.66	\$228.50	\$0.00	(\$228.50)	
001-46700-51601	VETERANS TRANSPORTATION	\$0.00	\$54.00	\$270.00	\$0.00	(\$270.00)	
	<b>Subtotal VETERANS:</b>	<b>\$0.00</b>	<b>\$99.66</b>	<b>\$1,847.34</b>	<b>\$0.00</b>	<b>(\$1,847.34)</b>	<b>0.00%</b>
	<b>ADMINISTRATION</b>						



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<b>001</b>	<b>GENERAL FUND</b>						
	<b>EXPENDITURES</b>						
	<b>ADMINISTRATION</b>						
001-47900-51100	SALARIES (OFF)	\$184,751.12	\$14,211.64	\$71,058.20	\$0.00	\$113,692.92	38.46%
001-47900-51110	SALARIES (EMP)	\$292,400.00	\$21,543.18	\$112,240.83	\$0.00	\$180,159.17	38.39%
001-47900-51160	OASI (OFF)	\$11,454.57	\$0.00	\$0.00	\$0.00	\$11,454.57	
001-47900-51161	OASI (EMP)	\$18,128.80	\$2,117.21	\$10,919.64	\$0.00	\$7,209.16	60.23%
001-47900-51162	MEDICARE (EMP)	\$4,239.80	\$495.14	\$2,553.74	\$0.00	\$1,686.06	60.23%
001-47900-51164	INSURANCE(CCI/CO-OP)	\$58,302.00	\$5,459.28	\$30,090.58	\$0.00	\$28,211.42	51.61%
001-47900-51165	INSURANCE (DENTAL)	\$3,080.70	\$316.52	\$1,642.26	\$0.00	\$1,438.44	53.31%
001-47900-51168	INSURANCE (LIFE)	\$202.44	\$0.00	\$0.00	\$0.00	\$202.44	
001-47900-51172	MEDICARE (OFF)	\$2,678.90	\$0.00	\$0.00	\$0.00	\$2,678.90	
001-47900-51210	OFFICE SUPPLIES	\$5,000.00	\$758.94	\$1,966.30	\$0.00	\$3,033.70	39.33%
001-47900-51310	PROFESSIONAL SERVICES	\$20,000.00	\$2,535.00	\$5,908.50	\$16,919.00	(\$2,827.50)	114.14%
001-47900-51321	TELEPHONE	\$10,000.00	\$1,379.96	\$5,433.64	\$0.00	\$4,566.36	54.34%
001-47900-51330	TRAVEL & TRANSPORTATION	\$4,000.00	\$50.79	\$251.80	\$0.00	\$3,748.20	6.30%
001-47900-51335	FUEL REIMBURSEMENT	\$850.00	\$30.24	\$112.92	\$0.00	\$737.08	13.28%
001-47900-51339	DUES & MEETINGS	\$10,000.00	\$0.00	\$13,010.02	\$0.00	(\$3,010.02)	130.10%
001-47900-51350	PRINTING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-47900-51380	REPAIRS/MAINTENANCE	\$900.00	\$92.15	\$92.15	\$0.00	\$107.85	46.08%
001-47900-51393	TRAINING	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-47900-51420	DUES & MEETINGS/CCI	\$15,000.00	\$0.00	\$12,760.00	\$0.00	\$2,240.00	85.07%
001-47900-51457	CELLULAR PHONE SERVICE	\$780.00	\$80.66	\$403.50	\$0.00	\$376.50	51.73%
001-47900-51618	CONTINGENCY	\$5,000.00	\$0.00	\$195.96	\$0.00	\$4,804.04	3.92%
001-47900-51680	COMPUTER/IT	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-47900-51814	LEASE AGREEMENT	\$16,250.00	\$0.00	\$16,250.00	\$0.00	\$0.00	100.00%
	<b>Subtotal ADMINISTRATION:</b>	<b>\$666,818.33</b>	<b>\$48,828.71</b>	<b>\$284,890.04</b>	<b>\$16,919.00</b>	<b>\$365,009.29</b>	<b>45.26%</b>
	<b>IT/GIS DEPARTMENT</b>						
001-49500-51110	SALARIES (EMP)	\$60,000.00	\$4,769.24	\$32,551.35	\$0.00	\$27,448.65	54.25%
001-49500-51161	OASI (EMP)	\$3,720.00	\$281.65	\$1,955.60	\$0.00	\$1,764.40	52.57%
001-49500-51162	MEDICARE (EMP)	\$870.00	\$65.87	\$457.36	\$0.00	\$412.64	52.57%
001-49500-51164	INSURANCE(CCI/CO-OP)	\$18,387.00	\$1,250.58	\$8,249.91	\$0.00	\$10,137.09	44.87%
001-49500-51165	INSURANCE (DENTAL)	\$930.60	\$59.66	\$358.12	\$0.00	\$572.48	38.48%
001-49500-51168	INSURANCE (LIFE)	\$26.40	\$0.00	\$0.00	\$0.00	\$26.40	
001-49500-51210	OFFICE SUPPLIES	\$500.00	\$0.00	\$493.08	\$0.00	\$6.92	98.62%



# Revenue and Expense Report

Huerfano County Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>001</b>	<b>GENERAL FUND</b>						
	<b>EXPENDITURES</b>						
	<b>IT/GIS DEPARTMENT</b>						
001-49500-51310	PROFESSIONAL SERVICES	\$50,000.00	\$0.00	\$14,317.00	\$9,049.32	\$26,633.68	46.73%
001-49500-51457	CELLULAR SERVICE	\$650.00	\$40.00	\$200.00	\$0.00	\$450.00	30.77%
001-49500-51465	COMPUTER REPLACEMENT	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	
001-49500-51680	COMPUTER/IT	\$7,500.00	\$880.47	\$3,179.56	\$0.00	\$4,320.44	42.39%
	<b>Subtotal IT/GIS DEPARTMENT:</b>	<b>\$150,084.00</b>	<b>\$7,347.47</b>	<b>\$17,716.56</b>	<b>\$9,049.32</b>	<b>\$79,272.70</b>	<b>47.18%</b>
	<b>PARKS AND RECREATION</b>						
001-50100-51110	SALARIES (EMP)	\$98,080.00	\$7,245.44	\$36,820.93	\$0.00	\$61,259.07	37.54%
001-50100-51161	OASI (EMP)	\$6,080.96	\$438.70	\$2,235.88	\$0.00	\$3,845.08	36.77%
001-50100-51162	MEDICARE (EMP)	\$1,422.16	\$102.50	\$522.92	\$0.00	\$899.24	36.77%
001-50100-51164	INSURANCE(CCI/CO-OP)	\$14,967.00	\$67.56	\$3,527.54	\$0.00	\$11,439.46	23.57%
001-50100-51165	INSURANCE (DENTAL)	\$715.50	\$23.91	\$149.55	\$0.00	\$565.95	20.90%
001-50100-51168	INSURANCE (LIFE)	\$39.84	\$0.00	\$0.00	\$0.00	\$39.84	
001-50100-51210	OFFICE SUPPLIES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51220	OPERATING SUPPLIES	\$5,000.00	\$3,000.00	\$3,880.06	\$0.00	\$1,119.94	77.60%
001-50100-51310	PROFESSIONAL SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51311	SEWER/WATER/TRASH	\$0.00	\$0.00	\$150.00	\$0.00	(\$150.00)	
001-50100-51321	TELEPHONE	\$0.00	\$229.87	\$470.41	\$0.00	\$29.59	94.08%
001-50100-51330	TRAVEL & TRANSPORTATION	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
001-50100-51335	FUEL REIMBURSEMENT	\$1,000.00	\$9.52	\$43.60	\$0.00	\$956.40	4.36%
001-50100-51339	DUES AND MEETINGS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51340	DEPOSIT REFUNDS WALSENB	\$4,000.00	\$600.00	\$1,500.00	\$0.00	\$2,500.00	37.50%
001-50100-51350	PRINTING	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-50100-51370	UTILITIES	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-50100-51380	REPAIRS/MAINTENANCE	\$2,500.00	\$455.00	\$481.17	\$0.00	\$2,018.83	19.25%
001-50100-51457	CELLULAR SERVICE	\$1,440.00	\$40.00	\$200.00	\$0.00	\$1,240.00	13.89%
001-50100-51719	OPERATING SOFTWARE	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	
001-50100-51889	DEPOSIT REFUND GARDNER C	\$1,500.00	\$0.00	\$450.00	\$0.00	\$1,050.00	30.00%
001-50100-51892	ADULT RECREATION	\$7,000.00	\$577.66	\$577.66	\$0.00	\$6,422.34	8.25%
001-50100-51893	YOUTH RECREATION	\$0.00	\$45.00	\$343.00	\$0.00	(\$343.00)	
	<b>Subtotal PARKS AND RECREATION:</b>	<b>\$159,245.46</b>	<b>\$13,441.36</b>	<b>\$51,352.72</b>	<b>\$0.00</b>	<b>\$107,892.74</b>	<b>32.25%</b>
	<b>JUDICIAL CENTER</b>						



# Revenue and Expense Report

Huerfano County Item 8f.

YEAR : 2024    PERIOD : 5    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>001</b>	<b>GENERAL FUND</b>						
	<b>EXPENDITURES</b>						
	<b>JUDICIAL CENTER</b>						
001-50200-51310	PROFESSIONAL SERVICES	\$39,000.00	\$3,000.00	\$15,058.99	\$18,000.00	\$5,941.01	84.77%
001-50200-51665	COURT SECURITY GRANT	\$0.00	\$0.00	\$96,613.92	\$15,323.75	(\$111,937.67)	
001-50200-51820	JUDICIAL CENTER MAINTENAN	\$0.00	\$5,594.43	\$8,313.12	\$0.00	(\$8,313.12)	
001-50200-51840	PRINCIPAL ON DEBT SERVICE	\$280,000.00	\$0.00	\$0.00	\$0.00	\$280,000.00	
001-50200-51841	INTEREST ON DEBT SERVICE	\$309,000.00	\$154,500.00	\$154,500.00	\$0.00	\$154,500.00	50.00%
001-50200-51845	BOND TRUSTEE FEE (NJC)	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
001-50200-51847	JUDICIAL CENTER SUPPLIES	\$600.00	\$0.00	\$264.40	\$0.00	\$335.60	44.07%
001-50200-51853	UTILITIES JUDICIAL	\$35,000.00	\$1,363.88	\$12,075.65	\$0.00	\$22,924.35	34.50%
001-50200-51854	TELEPHONE JUDICIAL	\$6,000.00	\$630.66	\$2,820.89	\$0.00	\$3,179.11	47.01%
001-50200-52000	CAPITAL OUTLAY	\$72,000.00	\$0.00	\$0.00	\$0.00	\$72,000.00	
	<b>Subtotal JUDICIAL CENTER:</b>	<b>\$742,100.00</b>	<b>\$163,083.87</b>	<b>\$289,646.97</b>	<b>\$33,323.75</b>	<b>\$419,129.28</b>	<b>43.52%</b>
	<b>ECONOMIC DEVELOPMENT</b>						
001-50500-51110	SALARIES (EMP)	\$0.00	\$0.00	\$7,096.17	\$0.00	(\$7,096.17)	
001-50500-51161	OASI (EMP)	\$0.00	\$0.00	\$439.96	\$0.00	(\$439.96)	
001-50500-51162	MEDICARE (EMP)	\$0.00	\$0.00	\$102.89	\$0.00	(\$102.89)	
001-50500-51164	INSURANCE(CCI/CO-OP)	\$0.00	\$0.00	\$1,333.84	\$0.00	(\$1,333.84)	
001-50500-51165	INSURANCE (DENTAL)	\$0.00	\$0.00	\$29.91	\$0.00	(\$29.91)	
	<b>Subtotal ECONOMIC DEVELOPMENT:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,002.77</b>	<b>\$0.00</b>	<b>(\$9,002.77)</b>	<b>0.00%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$742,100.00</b>	<b>\$163,083.87</b>	<b>\$339,649.74</b>	<b>\$33,323.75</b>	<b>\$448,132.05</b>	<b>44.22%</b>
	<b>YTD Revenue Less Expenses : GENERAL FUND</b>			<b>(\$3,394,075.73)</b>			



# Revenue and Expense Report

Huerfano County Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>002</b>	<b>ROAD &amp; BRIDGE FUND</b>						
	<b>EXPENDITURES</b>						
	<b>R/B APPORTIONMENTS TO MUNIC.</b>						
002-43000-51516	MUNICIPAL APPORTIONS	\$1,605.38	\$0.00	\$708.69	\$0.00	\$896.69	44.14%
	<b>Subtotal R/B APPORTIONMENTS TO MUNIC.:</b>	<b>\$1,605.38</b>	<b>\$0.00</b>	<b>\$708.69</b>	<b>\$0.00</b>	<b>\$896.69</b>	<b>44.14%</b>
	<b>R/B MAINTENANCE OF CONDITION</b>						
002-43040-51392	RENTAL OF EQUIP/FIXTURES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
002-43040-51501	GRAVEL/SAND/SALT	\$27,000.00	\$474.41	\$2,607.17	\$0.00	\$24,392.83	9.66%
002-43040-51502	ROAD OIL & ASPHALT	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	
002-43040-51503	CULVERTS AND LUMBER	\$30,000.00	\$0.00	\$50.22	\$0.00	\$29,949.78	.17%
002-43040-51504	GAS, FUEL AND OIL	\$300,000.00	\$26,142.73	\$74,289.80	\$0.00	\$225,710.20	24.76%
002-43040-51505	TIRES AND TUBES	\$55,000.00	\$1,203.03	\$5,968.57	\$0.00	\$49,031.43	10.85%
002-43040-51506	PARTS	\$116,526.62	\$9,87.17	\$22,294.86	\$595.00	\$93,636.76	19.64%
002-43040-51507	CONTRACTED REPAIRS	\$79,447.91	\$1,962.97	\$5,924.38	\$0.00	\$73,523.53	7.46%
002-43040-51508	GRADER BLADES	\$20,000.00	\$0.00	\$19,264.00	\$0.00	\$736.00	96.32%
002-43040-51509	EASEMENTS	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	100.00%
002-43040-51532	MAGNESIUM CHLORIDE MGCL2	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
002-43040-51561	LIVESTOCK FENCE	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00	
002-43040-51652	CATTLE GUARDS	\$12,000.00	\$1,620.20	\$1,620.20	\$0.00	\$10,379.80	13.50%
002-43040-51659	CHAINS	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	
002-43040-51693	EQUIP/MAINTENANCE PROGRA	\$3,000.00	\$0.00	\$1,420.00	\$0.00	\$1,580.00	47.33%
002-43040-51711	PRINCIPAL ON LEASE PURCHA	\$32,000.00	\$0.00	\$0.00	\$0.00	\$32,000.00	
002-43040-51712	INTEREST ON LEASE PURCHAS	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	
002-43040-51885	VEHICLE TRACKING	\$7,600.00	\$667.90	\$3,339.50	\$0.00	\$4,260.50	43.94%
002-43040-52000	CAPITAL OUTLAY	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	
	<b>Subtotal R/B MAINTENANCE OF CONDITION:</b>	<b>\$828,624.53</b>	<b>\$44,438.47</b>	<b>\$138,778.70</b>	<b>\$595.00</b>	<b>\$689,250.83</b>	<b>16.82%</b>
	<b>R/B ADMINISTRATION</b>						
002-43080-51110	SALARIES (EMP)	\$865,966.66	\$59,217.70	\$295,427.78	\$0.00	\$570,538.88	34.12%
002-43080-51161	OASI (EMP)	\$53,689.94	\$3,372.24	\$17,002.45	\$0.00	\$36,687.49	31.67%
002-43080-51162	MEDICARE (EMP)	\$12,556.52	\$788.66	\$3,976.35	\$0.00	\$8,580.17	31.67%
002-43080-51164	INSURANCE(CCI/CO-OP)	\$265,266.00	\$17,353.08	\$89,818.46	\$0.00	\$175,447.54	33.86%
002-43080-51165	INSURANCE (DENTAL)	\$13,030.65	\$835.81	\$4,232.75	\$0.00	\$8,797.90	32.48%
002-43080-51168	INSURANCE (LIFE)	\$488.14	\$0.00	\$0.00	\$0.00	\$488.14	



# Revenue and Expense Report

Huerfano County Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>002</b>	<b><u>ROAD &amp; BRIDGE FUND</u></b>						
	<b><u>EXPENDITURES</u></b>						
	<b><u>R/B ADMINISTRATION</u></b>						
002-43080-51220	OPERATING SUPPLIES	\$15,000.00	\$1,501.31	\$4,704.39	\$0.00	\$10,295.61	31.36%
002-43080-51301	PROP & CASUALTY INSURANCE	\$110,000.00	\$0.00	\$100,660.20	\$0.00	\$9,339.80	91.51%
002-43080-51303	AUDITOR	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	100.00%
002-43080-51309	COMMUNICATIONS	\$4,000.00	\$71.51	\$71.51	\$0.00	\$3,928.49	1.79%
002-43080-51310	PROFESSIONAL SERVICES	\$5,000.00	\$1,711.47	\$5,807.77	\$0.00	(\$807.77)	116.16%
002-43080-51311	SEWER/WATER/TRASH	\$3,900.00	\$68.00	\$1,385.00	\$0.00	\$2,515.00	35.51%
002-43080-51320	TREASURER FEE	\$21,000.00	\$1,603.69	\$7,814.33	\$0.00	\$13,185.67	37.21%
002-43080-51321	TELEPHONE	\$4,200.00	\$691.09	\$2,218.62	\$0.00	\$1,981.38	52.82%
002-43080-51330	TRAVEL & TRANSPORTATION	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
002-43080-51336	DEPARTMENT UNIFORMS	\$600.00	\$0.00	\$300.00	\$0.00	\$300.00	50.00%
002-43080-51370	UTILITIES	\$25,000.00	\$2,250.36	\$12,039.92	\$0.00	\$12,960.08	48.16%
002-43080-51381	REPAIRS/REMODELING	\$2,000.00	\$0.00	\$7,187.49	\$0.00	(\$5,187.49)	359.37%
002-43080-51393	TRAINING	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
002-43080-51446	CWCP	\$50,000.00	\$0.00	\$51,255.00	\$0.00	(\$1,255.00)	102.51%
002-43080-51447	UNEMPLOYMENT TAX	\$1,873.00	\$0.00	\$830.50	\$0.00	\$1,042.50	44.34%
002-43080-51457	CELLULAR SERVICE	\$2,400.00	\$216.71	\$1,084.72	\$0.00	\$1,315.28	45.20%
002-43080-51540	DRUG TESTING	\$2,500.00	\$21.50	\$392.00	\$0.00	\$2,108.00	15.68%
002-43080-51598	SIGNS	\$6,000.00	\$1,264.66	\$1,264.66	\$0.00	\$4,735.34	21.08%
	<b>Subtotal R/B ADMINISTRATION:</b>	<b>\$1,474,970.91</b>	<b>\$91,007.79</b>	<b>\$607,473.90</b>	<b>\$5,000.00</b>	<b>\$862,497.01</b>	<b>41.52%</b>
	<b><u>WEED DEPARTMENT</u></b>						
002-50400-51110	SALARIES (EMP)	\$74,213.60	\$5,710.38	\$21,556.54	\$0.00	\$52,657.06	29.05%
002-50400-51161	OASI (EMP)	\$4,601.25	\$333.96	\$1,246.93	\$0.00	\$3,354.32	27.10%
002-50400-51162	MEDICARE (EMP)	\$1,076.10	\$78.11	\$291.64	\$0.00	\$784.46	27.10%
002-50400-51164	INSURANCE(CCI/CO-OP)	\$18,387.00	\$1,535.58	\$7,836.36	\$0.00	\$10,550.64	42.62%
002-50400-51165	INSURANCE (DENTAL)	\$930.60	\$77.56	\$387.80	\$0.00	\$542.80	41.67%
002-50400-51168	INSURANCE (LIFE)	\$26.40	\$0.00	\$0.00	\$0.00	\$26.40	
002-50400-51210	OFFICE SUPPLIES	\$400.00	\$0.00	\$29.99	\$0.00	\$370.01	7.50%
002-50400-51336	DEPARTMENT UNIFORMS	\$250.00	\$113.62	\$286.95	\$0.00	(\$36.95)	114.78%
002-50400-51380	REPAIRS & MAINTENANCE VEHI	\$2,500.00	\$0.00	\$356.30	\$0.00	\$2,143.70	14.25%
002-50400-51393	TRAINING	\$600.00	\$0.00	\$269.44	\$0.00	\$330.56	44.91%
002-50400-51420	DUES & MEETINGS	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	
002-50400-51500	EQUIPMENT	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	



# Revenue and Expense Report

Huerfano County

Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
002	<b>ROAD &amp; BRIDGE FUND</b>						
	<b>EXPENDITURES</b>						
	<b>WEED DEPARTMENT</b>						
002-50400-51553	HERBICIDES/STATE & CO ROW	\$6,000.00	\$2,396.77	\$4,980.81	\$0.00	\$1,019.19	83.01%
002-50400-51821	CDA NOXIOUS WEED GRANT	\$20,174.00	\$0.00	\$0.00	\$0.00	\$20,174.00	
002-50400-51823	LICENSE FEE	\$390.00	\$0.00	\$0.00	\$0.00	\$390.00	
002-50400-51863	2021 COST SHARE PRGRM NOX	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
002-50400-51931	COMMUNICATION/MAPPING	\$650.00	\$0.00	\$0.00	\$0.00	\$650.00	
	<b>Subtotal WEED DEPARTMENT:</b>	<b>\$136,298.95</b>	<b>\$10,245.98</b>	<b>\$37,242.76</b>	<b>\$0.00</b>	<b>\$99,056.19</b>	<b>27.32%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$2,441,499.77</b>	<b>\$145,692.24</b>	<b>\$784,204.05</b>	<b>\$5,595.00</b>	<b>\$1,651,700.72</b>	<b>32.35%</b>
	<b>YTD Revenue Less Expenses : ROAD &amp; BRIDGE FUND</b>			<b>(\$784,204.05)</b>			

Preliminary & Unbalanced



# Revenue and Expense Report

Huerfano County

Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
003	<b>LODGING TAX TOURISM FUND</b>						
	<b>EXPENDITURES</b>						
	<b>LODGING TAX TOURISM</b>						
003-48700-51210	OFFICE SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
003-48700-51304	ADVERTISING AND PROMOTION	\$109,740.00	\$18,332.00	\$28,166.88	\$0.00	\$81,573.12	25.67%
003-48700-51320	TREASURER FEE	\$2,550.00	\$576.58	\$899.27	\$0.00	\$1,650.73	35.27%
	<b>Subtotal LODGING TAX TOURISM:</b>	<b>\$112,790.00</b>	<b>\$18,908.58</b>	<b>\$29,066.15</b>	<b>\$0.00</b>	<b>\$83,723.85</b>	<b>25.77%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$112,790.00</b>	<b>\$18,908.58</b>	<b>\$29,066.15</b>	<b>\$0.00</b>	<b>\$83,723.85</b>	<b>25.77%</b>
	<b>YTD Revenue Less Expenses : LODGING TAX TOURISM FUND</b>			<b>(\$29,066.15)</b>			

Preliminary & Unbalanced



# Revenue and Expense Report

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>004</b>	<b>SPECIAL PROJECT FUND</b>						
	<b>EXPENDITURES</b>						
	<b>SPECIAL PROJECT FUND</b>						
004-45100-51667	COG HOUSING GRANT	\$153,768.00	\$0.00	\$0.00	\$0.00	\$153,768.00	
004-45100-51711	PRINCIPAL ON LEASE PURCHA	\$132,960.00	\$0.00	\$0.00	\$0.00	\$132,960.00	
004-45100-51712	INTEREST ON LEASE PURCHAS	\$26,582.00	\$0.00	\$0.00	\$0.00	\$26,582.00	
004-45100-51728	COURTHOUSE REHAB PHASE 1	\$358,410.29	\$2,686.33	\$51,051.72	\$298,784.30	\$8,574.27	97.61%
004-45100-51735	NON CAPITAL OUTLAY	\$52,568.00	\$0.00	\$11,066.82	\$1,500.00	\$40,001.18	23.91%
004-45100-51819	LEASE PAYMENT	\$140,000.00	\$6,111.75	\$23,337.93	\$0.00	\$111,662.07	20.24%
004-45100-51849	FOX THEATRE WLSB CAP IMP P	\$714,295.00	\$0.00	\$156,821.24	\$0.00	\$557,473.76	21.95%
004-45100-51850	DISPATCH CONSTRUCTION RE	\$883,447.00	\$0.00	\$0.00	\$121,990.00	\$761,457.00	13.81%
004-45100-51851	COMPREHENSIVE PLAN GRANT	\$60,000.00	\$19,497.55	\$19,497.55	\$0.00	\$40,502.45	32.50%
004-45100-51852	INDUSTRIAL PARK CAP PRGM	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
004-45100-51861	AMER RESCUE PLAN RELIEF FU	\$0.00	(\$50,000.00)	(\$50,000.00)	\$0.00	\$50,000.00	
004-45100-51881	DOLA REDI GRANT	\$84,852.14	\$0.00	\$0.00	\$84,852.14	\$0.00	100.00%
004-45100-51882	CDOT HUERFANO RIVER BRIDG	\$540,409.74	\$0.00	\$0.00	\$0.00	\$540,409.74	
004-45100-51884	FAA DEN-ADO AIRPORT IMPRO	\$564.57	\$730.00	\$730.00	\$202,130.00	(\$202,295.43)	35931.77%
004-45100-51899	DOLA ADMIN PLANNING GRANT	\$0.00	\$0.00	\$480.00	\$0.00	(\$480.00)	
004-45100-51900	CDOT MMOF GRANT - CUCHAR	\$510,806.48	\$0.00	\$30,462.81	\$110,343.90	\$370,059.69	27.56%
004-45100-51901	CDOT MMOF GRANT - GARDNE	\$165,566.30	\$0.00	\$4,670.40	\$58,242.40	\$97,243.50	39.28%
004-45100-51904	AIRPORT MASTER PLAN	\$108,726.45	\$0.00	\$0.00	\$212,845.35	\$195,881.10	52.08%
004-45100-51907	RETAIL POP-UP EDA GRANT EX	\$165,000.00	\$0.00	\$69.12	\$0.00	\$164,930.88	.04%
004-45100-51909	LATCF - LOCAL ASST. & TRIBAL	\$41,449.74	\$5,806.70	(\$199,122.20)	\$8,829.67	\$231,742.27	-459.09%
004-45100-51912	EPC- EIAF GRANT	\$0.00	(\$285,592.84)	\$11,507.12	\$0.00	(\$11,507.12)	
004-45100-51916	UNDERFUNDED COURTHOUSE-	\$33,284.75	\$0.00	\$15,185.78	\$14,338.00	\$3,760.97	88.70%
004-45100-51920	DOLA INNOVATIVE HOUSING(H	\$53,357.00	\$51,720.68	\$51,720.68	\$0.00	\$1,636.32	96.93%
004-45100-51936	WALSENBURG RIVER WALK	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
004-45100-51943	DOLA-MAIN STREET FOX PHAS	\$0.00	\$0.00	\$0.00	\$26,000.00	(\$26,000.00)	
004-45100-52000	CAPITAL OUTLAY	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
	<b>Subtotal SPECIAL PROJECT FUND:</b>	<b>\$4,820,697.38</b>	<b>(\$249,039.83)</b>	<b>\$132,478.97</b>	<b>\$1,139,855.76</b>	<b>\$3,548,362.65</b>	<b>26.39%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$4,820,697.38</b>	<b>(\$249,039.83)</b>	<b>\$132,478.97</b>	<b>\$1,139,855.76</b>	<b>\$3,548,362.65</b>	<b>26.39%</b>







# Revenue and Expense Report

Huerfano County

Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
005	<u>RETIREMENT FUND</u>						
	<u>EXPENDITURES</u>						
	<u>RETIREMENT</u>						
005-46800-51320	TREASURER FEE	\$5,000.00	\$678.81	\$3,372.46	\$0.00	\$1,627.54	67.45%
005-46800-51344	CONTRIBUTIONS (RET)	\$225,104.61	\$13,668.04	\$64,849.27	\$0.00	\$160,255.34	28.81%
	Subtotal RETIREMENT:	\$230,104.61	\$14,346.85	\$68,221.73	\$0.00	\$161,882.88	29.65%
	TOTAL EXPENDITURES - :	\$230,104.61	\$14,346.85	\$68,221.73	\$0.00	\$161,882.88	29.65%
	YTD Revenue Less Expenses : RETIREMENT FUND			(\$68,221.73)			

Preliminary & Unbalanced



# Revenue and Expense Report

Huerfano County

Item 8f.

YEAR : 2024    PERIOD : 5    FUND: All    DEPT: All    SUB-DEPT: All  
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AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
008	<u>CONTINGENCY FUND</u>						
	<u>EXPENDITURES</u>						
	<u>CONTINGENT</u>						
008-47000-52200	CONTINGENCY RESERVE	\$237,960.00	\$0.00	\$0.00	\$0.00	\$237,960.00	
	Subtotal CONTINGENT:	\$237,960.00	\$0.00	\$0.00	\$0.00	\$237,960.00	0.00%
	TOTAL EXPENDITURES - :	\$237,960.00	\$0.00	\$0.00	\$0.00	\$237,960.00	0.00%
	YTD Revenue Less Expenses : CONTINGENCY FUND			\$0.00			

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Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
010	<b><u>PARKS AND RECREATION</u></b>						
	<b><u>EXPENDITURES</u></b>						
	<b><u>PARKS AND RECREATION</u></b>						
010-50100-51447	UNEMPLOYMENT TAX	\$0.00	\$0.00	\$54.25	\$0.00	(\$54.25)	
010-50100-51893	YOUTH RECREATION	\$0.00	\$0.00	\$398.14	\$0.00	(\$398.14)	
	Subtotal PARKS AND RECREATION:	\$0.00	\$0.00	\$452.39	\$0.00	(\$452.39)	0.00%
	TOTAL EXPENDITURES - :	\$0.00	\$0.00	\$452.39	\$0.00	(\$452.39)	0.00%
	YTD Revenue Less Expenses : PARKS AND RECREATION			(\$452.39)			

Preliminary & Unbalanced



# Revenue and Expense Report

Huerfano County

Item 8f.

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 ACCOUNT RANGE : 0 - 9999999999

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Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
011	<u>HUERF CO HOUSING AUTHORITY</u>						
	<u>EXPENDITURES</u>						
	<u>HOUSING AUTHORITY</u>						
011-50300-51310	PROFESSIONAL SERVICES	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	
	Subtotal HOUSING AUTHORITY:	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.00%
	TOTAL EXPENDITURES - :	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.00%
	YTD Revenue Less Expenses : HUERF CO HOUSING AUTHORITY			\$0.00			

Preliminary & Unbalanced



# Revenue and Expense Report

Huerfano County

Item 8f.

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 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
050	<b>CONSERVATION TRUST FUND</b>						
	<b>EXPENDITURES</b>						
	<b>CONSERVATION TRUST</b>						
050-47100-51342	CONTRACT PAY/NO BENEFITS	\$18,000.00	\$1,161.36	\$2,130.36	\$16,838.64	(\$969.00)	105.38%
050-47100-51547	(G) RODEO ARENA	\$12,000.00	\$0.00	\$0.00	\$9,500.00	\$2,500.00	79.17%
050-47100-51939	Transfer to Other Entities	\$0.00	\$0.00	\$5,000.00	\$0.00	(\$5,000.00)	
	<b>Subtotal CONSERVATION TRUST:</b>	<b>\$30,000.00</b>	<b>\$1,161.36</b>	<b>\$7,130.36</b>	<b>\$26,338.64</b>	<b>(\$3,469.00)</b>	<b>111.56%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$30,000.00</b>	<b>\$1,161.36</b>	<b>\$7,130.36</b>	<b>\$26,338.64</b>	<b>(\$3,469.00)</b>	<b>111.56%</b>
	<b>YTD Revenue Less Expenses : CONSERVATION TRUST FUND</b>			<b>(\$7,130.36)</b>			

Preliminary & Unbalanced



# Revenue and Expense Report

Huerfano County

Item 8f.

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AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
051	<u>P.I.L.T.</u>						
	<u>EXPENDITURES</u>						
	<u>PILT</u>						
051-47200-51341	DUES (COG)	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	
051-47200-51347	TRANSFER TO CO GENERAL FU	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-51543	COUNTY FAIR	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
051-47200-51571	TRANSFER TO ROAD & BRIDGE	\$240,000.00	\$0.00	\$0.00	\$0.00	\$240,000.00	
051-47200-51617	TRANSFER TO CAP/OUTLAY FU	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-51781	ECONOMIC DEVELOPMENT	\$35,000.00	\$0.00	\$25,000.00	\$0.00	\$10,000.00	71.43%
051-47200-51858	COMMUNITY DEVELOPMENT	\$15,000.00	\$600.00	\$2,519.60	\$1,000.00	\$11,480.40	23.46%
051-47200-51876	TRANSFER TO: PARKS & REC F	\$0.00	\$2,970.23	\$2,970.23	\$0.00	(\$2,970.23)	
051-47200-51877	TRANSFER TO: HOUSING AUTH	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-51905	TRANSFER TO CONTINGENCY F	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
051-47200-52000	CAPITAL OUTLAY	\$147,380.00	\$0.00	\$4,725.00	\$0.00	\$142,655.00	3.21%
	Subtotal PILT:	\$650,880.00	\$3,570.23	\$35,214.83	\$1,000.00	\$614,665.17	5.56%
	TOTAL EXPENDITURES - :	\$650,880.00	\$3,570.23	\$35,214.83	\$1,000.00	\$614,665.17	5.56%
	YTD Revenue Less Expenses : P.I.L.T.			(\$35,214.83)			

Preliminary & Unbalanced



# Revenue and Expense Report

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Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
062	<u>FEDERAL FOREST PROJECT FUND</u>						
	<u>EXPENDITURES</u>						
	<u>FEDERAL FOREST PROJECT FUND</u>						
062-48200-51498	SEARCH AND RESCUE	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	
062-48200-51805	TITLE III (FIREWISE PROGRAM)	\$59,819.00	\$603.73	\$773.32	\$0.00	\$59,045.68	1.29%
	<b>Subtotal FEDERAL FOREST PROJECT FUND:</b>	<b>\$89,819.00</b>	<b>\$603.73</b>	<b>\$773.32</b>	<b>\$0.00</b>	<b>\$89,045.68</b>	<b>0.86%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$89,819.00</b>	<b>\$603.73</b>	<b>\$773.32</b>	<b>\$0.00</b>	<b>\$89,045.68</b>	<b>0.86%</b>
	<b>YTD Revenue Less Expenses : FEDERAL FOREST PROJECT FUND</b>			<b>(\$773.32)</b>			

Preliminary & Unbalanced



# Revenue and Expense Report

Huerfano County

Item 8f.

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Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
066	<b><u>PUBLIC WELFARE FUND</u></b>						
	<b><u>EXPENDITURES</u></b>						
	<b><u>PUBLIC WELFARE FUND</u></b>						
066-48800-51110	SALARIES (EMP)	\$0.00	\$99,145.00	\$536,383.03	\$0.00	(\$536,383.03)	
066-48800-51161	OASI (EMP)	\$0.00	\$5,798.65	\$31,532.79	\$0.00	(\$31,532.79)	
066-48800-51162	MEDICARE (EMP)	\$0.00	\$1,356.07	\$7,374.54	\$0.00	(\$7,374.54)	
066-48800-51164	INSURANCE(CCI/CO-OP)	\$0.00	\$17,348.34	\$81,677.68	\$0.00	(\$81,677.68)	
066-48800-51165	INSURANCE (DENTAL)	\$0.00	\$919.49	\$4,431.31	\$0.00	(\$4,431.31)	
066-48800-51447	UNEMPLOYMENT TAX	\$0.00	\$0.00	\$1,256.01	\$0.00	(\$1,256.01)	
	<b>Subtotal PUBLIC WELFARE FUND:</b>	<b>\$0.00</b>	<b>\$124,567.55</b>	<b>\$662,655.36</b>	<b>\$0.00</b>	<b>(\$662,655.36)</b>	<b>0.00%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$0.00</b>	<b>\$124,567.55</b>	<b>\$662,655.36</b>	<b>\$0.00</b>	<b>(\$662,655.36)</b>	<b>0.00%</b>
	<b>YTD Revenue Less Expenses : PUBLIC WELFARE FUND</b>			<b>(\$662,655.36)</b>			

Preliminary & Unbalanced



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Item 8f.

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Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
068	<b>WASTE TRANSFER ENTERPRISE</b>						
	<b>EXPENDITURES</b>						
	<b>WASTE TRANSFER STATION</b>						
068-40800-51301	PROP & CASUALTY INS	\$0.00	\$0.00	\$6,710.68	\$0.00	(\$6,710.68)	
068-40800-51310	PROFESSIONAL SERVICES	\$30,000.00	\$0.00	\$0.00	(\$9,000.00)	\$39,000.00	-30.00%
068-40800-51320	TREASURER FEE	\$0.00	\$0.00	\$160.37	\$0.00	(\$160.37)	
068-40800-51335	FUEL REIMBURSEMENT	\$0.00	\$808.92	\$6,954.12	\$0.00	(\$6,954.12)	
068-40800-51347	TRANSFER TO CO GENERAL FU	\$15,558.00	\$0.00	\$0.00	\$0.00	\$15,558.00	
068-40800-51370	UTILITIES	\$0.00	\$343.41	\$2,126.50	\$0.00	(\$2,126.50)	
068-40800-51446	CWCP	\$0.00	\$0.00	\$3,862.00	\$0.00	(\$3,862.00)	
068-40800-51457	CELLULAR SERVICE	\$0.00	\$51.44	\$257.40	\$0.00	(\$257.40)	
068-40800-51651	TIPPING FEE	\$0.00	\$15,992.98	\$40,355.82	\$0.00	(\$40,355.82)	
068-40800-51896	Gift Card Purchases	\$0.00	\$0.00	\$1,714.77	\$0.00	(\$1,714.77)	
068-40800-51897	Refund Gift Cards WTS	\$0.00	\$138.75	\$1,319.77	\$0.00	(\$1,319.77)	
	<b>Subtotal WASTE TRANSFER STATION:</b>	<b>\$45,558.00</b>	<b>\$17,395.50</b>	<b>\$63,461.43</b>	<b>(\$9,000.00)</b>	<b>(\$8,903.43)</b>	<b>119.54%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$45,558.00</b>	<b>\$17,395.50</b>	<b>\$63,461.43</b>	<b>(\$9,000.00)</b>	<b>(\$8,903.43)</b>	<b>119.54%</b>
	<b>YTD Revenue Less Expenses : WASTE TRANSFER ENTERPRISE</b>			<b>(\$63,461.43)</b>			

Preliminary & Unbalanced



# Revenue and Expense Report

Huerfano County Item 8f.

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Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>069</b>	<b><u>EMERGENCY SERVICES FUND</u></b>						
	<b><u>EXPENDITURES</u></b>						
	<b><u>EMERGENCY MANAGEMENT</u></b>						
069-42100-51110	SALARIES (EMP)	\$128,150.08	\$9,730.94	\$48,654.70	\$0.00	\$79,495.38	37.97%
069-42100-51161	OASI (EMP)	\$7,945.31	\$533.13	\$2,701.86	\$0.00	\$5,243.45	34.01%
069-42100-51162	MEDICARE (EMP)	\$1,858.18	\$124.68	\$631.87	\$0.00	\$1,226.31	34.00%
069-42100-51164	INSURANCE(CCI/CO-OP)	\$26,370.00	\$2,203.24	\$11,236.20	\$0.00	\$15,133.80	42.61%
069-42100-51165	INSURANCE (DENTAL)	\$1,289.25	\$107.47	\$537.35	\$0.00	\$751.90	41.68%
069-42100-51168	INSURANCE (LIFE)	\$52.80	\$0.00	\$0.00	\$0.00	\$52.80	
069-42100-51210	OFFICE SUPPLIES	\$300.00	\$19.88	\$248.33	\$0.00	\$51.67	82.78%
069-42100-51220	OPERATING SUPPLIES	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
069-42100-51310	PROFESSIONAL SERVICES	\$2,500.00	\$0.00	\$0.00	\$42,000.00	(\$39,500.00)	1680.00%
069-42100-51330	TRAVEL & TRANSPORTATION	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
069-42100-51335	FUEL REIMBURSEMENT	\$2,500.00	\$232.12	\$1,321.54	\$0.00	\$1,178.46	52.86%
069-42100-51336	DEPARTMENT UNIFORMS	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
069-42100-51350	PRINTING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
069-42100-51380	REPAIRS/MAINTENANCE	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
069-42100-51393	TRAINING	\$4,000.00	\$49.31	\$712.47	\$0.00	\$3,287.53	17.81%
069-42100-51457	CELLULAR SERVICE	\$1,400.00	\$160.66	\$665.64	\$0.00	\$774.36	46.22%
069-42100-51500	EQUIPMENT	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
069-42100-51604	HOMELAND SECURITY/FEDERA	\$30,000.00	\$9,394.30	\$23,944.14	\$0.00	\$6,055.86	79.81%
069-42100-51772	DISASTER SUPPLIES	\$5,000.00	\$0.00	\$464.23	\$0.00	\$4,535.77	9.28%
	<b>Subtotal EMERGENCY MANAGEMENT:</b>	<b>\$225,205.62</b>	<b>\$22,555.73</b>	<b>\$91,118.33</b>	<b>\$42,000.00</b>	<b>\$92,087.29</b>	<b>59.11%</b>
	<b><u>EMERGENCY SERVICES FUND</u></b>						
069-49000-51110	SALARIES (EMP)	\$359,000.00	\$25,346.68	\$108,900.61	\$0.00	\$250,099.39	30.33%
069-49000-51161	OASI (EMP)	\$22,258.00	\$1,470.00	\$6,297.43	\$0.00	\$15,960.57	28.29%
069-49000-51162	MEDICARE (EMP)	\$5,205.50	\$343.78	\$1,472.76	\$0.00	\$3,732.74	28.29%
069-49000-51164	INSURANCE(CCI/CO-OP)	\$65,286.00	\$4,791.54	\$24,700.08	\$0.00	\$40,585.92	37.83%
069-49000-51165	INSURANCE (DENTAL)	\$1,289.25	\$226.95	\$1,134.75	\$0.00	\$154.50	88.02%
069-49000-51168	INSURANCE (LIFE)	\$251.52	\$0.00	\$0.00	\$0.00	\$251.52	
069-49000-51210	OFFICE SUPPLIES	\$1,750.00	\$177.00	\$908.04	\$0.00	\$841.96	51.89%
069-49000-51220	OPERATING SUPPLIES	\$14,879.40	\$0.00	\$220.72	\$0.00	\$14,658.68	1.48%
069-49000-51301	PROP & CASUALTY INS	\$20,000.00	\$0.00	\$16,776.70	\$0.00	\$3,223.30	83.88%
069-49000-51303	AUDITOR	\$4,800.00	\$0.00	\$0.00	\$4,800.00	\$0.00	100.00%
069-49000-51310	PROFESSIONAL SERVICES	\$24,922.50	\$0.00	\$5,144.39	\$6,000.00	\$13,778.11	44.72%



# Revenue and Expense Report

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>069</b>	<b><u>EMERGENCY SERVICES FUND</u></b>						
	<b><u>EXPENDITURES</u></b>						
	<b><u>EMERGENCY SERVICES FUND</u></b>						
069-49000-51320	TREASURER FEE	\$38,000.00	\$2,657.55	\$14,119.36	\$0.00	\$23,880.64	37.16%
069-49000-51321	TELEPHONE	\$4,100.00	\$449.92	\$2,404.64	\$0.00	\$1,695.36	58.65%
069-49000-51330	TRAVEL & TRANSPORTATION	\$1,500.00	\$853.31	\$853.31	\$0.00	\$646.69	56.89%
069-49000-51335	FUEL REIMBURSEMENT	\$500.00	\$79.80	\$114.24	\$0.00	\$385.76	22.85%
069-49000-51336	DEPARTMENT UNIFORMS	\$1,000.00	\$74.51	\$74.51	\$0.00	\$925.49	7.45%
069-49000-51347	TRANSFER TO CO GENERAL FU	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00	
069-49000-51370	UTILITIES	\$9,500.00	\$1,267.90	\$5,173.85	\$0.00	\$4,326.15	54.46%
069-49000-51380	REPAIRS/MAINTENANCE	\$2,000.00	\$0.00	\$9,850.00	\$0.00	(\$7,850.00)	492.50%
069-49000-51393	TRAINING	\$5,000.00	\$343.20	\$813.20	\$0.00	\$4,186.80	16.26%
069-49000-51446	CWCP	\$7,700.00	\$0.00	\$1,742.00	\$0.00	\$5,958.00	22.62%
069-49000-51447	UNEMPLOYMENT TAX	\$1,000.00	\$0.00	\$425.83	\$0.00	\$574.17	42.58%
069-49000-51457	CELLULAR SERVICE	\$2,160.00	\$72.72	\$798.39	\$0.00	\$1,361.61	36.96%
069-49000-51617	TRANSFER TO CAP/OUTLAY FU	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	
069-49000-51669	RADIO LICENSING	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
069-49000-51677	PAYMENT TO CGF (RENT/UTIL)	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
069-49000-51679	TOWER MAINTENANCE	\$21,982.10	\$0.00	\$0.00	\$0.00	\$21,982.10	
069-49000-51711	PRINCIPAL ON LEASE PURCHA	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
069-49000-51719	OPERATING SOFTWARE	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	
069-49000-51720	COMPUTER HARDWARE	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	
069-49000-51740	VEHICLE EXPENSE	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
069-49000-51741	RADIO MAINTENANCE	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	
069-49000-51905	TRANSFER TO CONTINGENCY F	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
069-49000-52000	CAPITAL OUTLAY	\$58,000.00	\$0.00	\$0.00	\$0.00	\$58,000.00	
	<b>Subtotal EMERGENCY SERVICES FUND:</b>	<b>\$1,757,384.27</b>	<b>\$38,254.86</b>	<b>\$201,924.81</b>	<b>\$10,800.00</b>	<b>\$1,544,659.46</b>	<b>12.10%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$1,982,589.89</b>	<b>\$60,810.59</b>	<b>\$293,043.14</b>	<b>\$52,800.00</b>	<b>\$1,636,746.75</b>	<b>17.44%</b>
	<b>YTD Revenue Less Expenses : EMERGENCY SERVICES FUND</b>			<b>(\$293,043.14)</b>			



# Revenue and Expense Report

YEAR : 2024    PERIOD : 5    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
070	<b>GARDNER PUBLIC IMP DISTRICT</b>						
	<b>EXPENDITURES</b>						
	<b>GARDNER PUBLIC IMP DISTRICT</b>						
070-49100-51210	OFFICE SUPPLIES	\$500.00	\$0.00	\$92.10	\$0.00	\$407.90	18.42%
070-49100-51220	OPERATING SUPPLIES	\$7,774.29	\$0.00	\$661.27	\$2,899.80	\$4,213.22	45.81%
070-49100-51310	PROFESSIONAL SERVICES	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
070-49100-51320	TREASURER FEE	\$850.00	\$84.75	\$105.28	\$0.00	\$444.72	47.68%
070-49100-51321	TELEPHONE/BULK WATER STA	\$1,200.00	\$0.00	\$440.68	\$0.00	\$759.32	36.72%
070-49100-51330	TRAVEL & TRANSPORTATION	\$200.00	\$0.00	\$19.36	\$0.00	\$180.64	9.68%
070-49100-51342	CONTRACT PAY/NO BENEFITS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
070-49100-51370	UTILITIES	\$10,500.00	\$598.27	\$3,437.82	\$0.00	\$7,062.18	32.74%
070-49100-51380	REPAIRS/MAINTENANCE	\$6,100.00	\$0.00	\$9.47	\$4,146.98	\$1,943.55	68.14%
070-49100-51393	TRAINING	\$1,000.00	\$0.00	\$85.00	\$0.00	\$915.00	8.50%
070-49100-51420	DUES & MEETINGS	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
070-49100-51447	UNEMPLOYMENT TAX	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	
070-49100-51457	CELLULAR PHONE SERVICE	\$450.00	\$40.66	\$196.42	\$0.00	\$253.58	43.65%
070-49100-51688	AUGMENTATION WATER	\$38,000.00	\$0.00	\$0.00	\$0.00	\$38,000.00	
070-49100-51691	TESTING	\$12,000.00	\$0.00	\$2,273.50	\$0.00	\$9,726.50	18.95%
070-49100-51751	WATER SERVICE DEPOSIT REF	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	
070-49100-51764	BULK WATER REFUND	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
070-49100-51793	UTILITY LOCATES	\$50.00	\$6.45	\$45.15	\$0.00	\$4.85	90.30%
070-49100-51827	STATE PERMITS	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	
	<b>Subtotal GARDNER PUBLIC IMP DISTRICT:</b>	<b>\$91,374.29</b>	<b>\$730.13</b>	<b>\$7,666.05</b>	<b>\$7,046.78</b>	<b>\$76,661.46</b>	<b>16.10%</b>
	<b>TOTAL EXPENDITURES :</b>	<b>\$91,374.29</b>	<b>\$730.13</b>	<b>\$7,666.05</b>	<b>\$7,046.78</b>	<b>\$76,661.46</b>	<b>16.10%</b>
	<b>YTD Revenue Less Expenses : GARDNER PUBLIC IMP DISTRICT</b>			<b>(\$7,666.05)</b>			



# Revenue and Expense Report

Huerfano County

Item 8f.

YEAR : 2024    PERIOD : 5    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
071	<u>DISASTER RECOVERY FUND</u>						
	<u>EXPENDITURES</u>						
	<u>DISASTER RECOVERY FUND</u>						
071-50000-51861	AMER RESCUE PLAN RELIEF FU	\$950,000.00	\$53,114.18	\$72,266.25	\$3,114.18	\$874,619.57	7.93%
	Subtotal DISASTER RECOVERY FUND:	\$950,000.00	\$53,114.18	\$72,266.25	\$3,114.18	\$874,619.57	7.93%
	TOTAL EXPENDITURES - :	\$950,000.00	\$53,114.18	\$72,266.25	\$3,114.18	\$874,619.57	7.93%
	YTD Revenue Less Expenses : DISASTER RECOVERY FUND			(\$72,266.25)			

Preliminary & Unbalanced



# Revenue and Expense Report

Huerfano County

Item 8f.

YEAR : 2024 PERIOD : 5 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 5/31/2024

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
072	<b>ASSET MGMT ENTERPRISE FUND</b>						
	<b>EXPENDITURES</b>						
	<b>LEASE PURCHASE FUND</b>						
072-48900-51551	VEHICLE/EQUIPMENT OUTLAY	\$142,395.00	\$0.00	\$0.00	\$0.00	\$142,395.00	
072-48900-51833	CAPITAL RESERVE	\$186,000.00	\$0.00	\$0.00	\$0.00	\$186,000.00	
	<b>Subtotal LEASE PURCHASE FUND:</b>	<b>\$328,395.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$328,395.00</b>	<b>0.00%</b>
	<b>ASSET MANAGEMENT ENTERPRISE</b>						
072-50600-51303	AUDITOR	\$2,500.00	\$0.00	\$0.00	\$7,800.00	(\$5,300.00)	312.00%
072-50600-51840	PRINCIPAL ON DEBT SERVICE	\$1,068,764.00	\$0.00	\$0.00	\$0.00	\$1,068,764.00	
072-50600-51841	INTEREST ON DEBT SERVICE	\$73,920.43	\$0.00	\$0.00	\$0.00	\$73,920.43	
072-50600-51845	LENDER FEES	\$5,175.75	\$0.00	\$0.00	\$0.00	\$5,175.75	
	<b>Subtotal ASSET MANAGEMENT ENTERPRISE:</b>	<b>\$1,150,360.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,800.00</b>	<b>\$1,142,560.18</b>	<b>0.68%</b>
	<b>TOTAL EXPENDITURES - :</b>	<b>\$1,478,755.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,800.00</b>	<b>\$1,470,955.18</b>	<b>0.53%</b>
	<b>YTD Revenue Less Expenses : ASSET MGMT ENTERPRISE FUND</b>			<b>\$0.00</b>			

Preliminary & Unbalanced



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	<u>GENERAL FUND</u>						
	<u>REVENUES</u>						
	<u>0000 NONDEPARTMENTAL</u>						
001-00000-45000	PROPERTY TAX	\$2,679,116.00	\$0.00	\$2,137,847.43	\$0.00	\$541,268.57	79.80%
001-00000-46001	DEL/PERS B TAX APP	\$5,000.00	\$0.00	\$4,712.04	\$0.00	\$287.96	94.24%
001-00000-46003	BACK TAX INT. APP.	\$1,500.00	\$0.00	\$486.55	\$0.00	\$1,013.45	32.44%
001-00000-46004	CURRENT INT. APP.	\$3,000.00	\$0.00	\$214.94	\$0.00	\$2,785.06	7.16%
001-00000-46006	SPEC. OWNERSHIP A	\$100,000.00	\$0.00	\$54,395.59	\$0.00	\$45,604.41	54.40%
001-00000-46007	SPEC. OWNERSHIP B	\$170,000.00	\$0.00	\$66,673.22	\$0.00	\$103,326.78	39.22%
001-00000-46008	BIA & LATE FILINGS	\$100.00	\$0.00	\$150.00	\$0.00	(\$50.00)	150.00%
001-00000-47001	SALES TAX	\$600,000.00	\$0.00	\$242,962.53	\$0.00	\$357,037.47	40.49%
001-00000-47002	VETERANS OFFICE	\$0.00	\$0.00	\$5,714.60	\$0.00	(\$5,714.60)	
001-00000-47003	SHERIFF'S FEES	\$0.00	\$0.00	\$1,141.69	\$0.00	(\$1,141.69)	
001-00000-47004	DIST. COURT FEES	\$1,000.00	\$0.00	\$1,157.41	\$0.00	(\$157.41)	115.74%
001-00000-47005	EXCESS FEES	\$200,000.00	\$0.00	\$108,878.47	\$0.00	\$91,121.53	54.44%
001-00000-47006	DOCUMENTARY FEE	\$10,000.00	\$0.00	\$2,581.37	\$0.00	\$7,418.63	25.81%
001-00000-47007	P&Z BLDG. PERMITS	\$200,000.00	\$0.00	\$108,574.39	\$0.00	\$91,425.61	54.29%
001-00000-47010	CONTRACTOR LIC.	\$25,000.00	\$0.00	\$18,300.00	\$0.00	\$6,700.00	73.20%
001-00000-47012	LAND USE FEES	\$10,000.00	\$0.00	\$3,555.40	\$0.00	\$6,444.60	35.55%
001-00000-47013	CIGARETTE TAX	\$800.00	\$0.00	\$529.13	\$0.00	\$270.87	66.14%
001-00000-47015	XEROX COPIES	\$100.00	\$0.00	\$34.60	\$0.00	\$65.40	34.60%
001-00000-47017	ADVERTISING	\$0.00	\$0.00	\$225.00	\$0.00	(\$225.00)	
001-00000-47022	CERTIF. OF TAX DUE	\$6,000.00	\$0.00	\$3,250.00	\$0.00	\$2,750.00	54.17%
001-00000-47024	TRASH PERMITS	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00	
001-00000-47026	WILDLIFE (HB 1331)	\$100.00	\$0.00	\$168.36	\$0.00	(\$68.36)	168.36%
001-00000-47027	PARKS & RECREATION (HB1331)	\$0.00	\$0.00	\$92.56	\$0.00	(\$92.56)	
001-00000-47030	OTHER REFUNDS	\$0.00	\$0.00	\$50,270.78	\$0.00	(\$50,270.78)	
001-00000-47031	FUEL SALES (AIRPORT)	\$0.00	\$0.00	\$24,472.74	\$0.00	(\$24,472.74)	
001-00000-47037	HOUSING AUTHORITY	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
001-00000-47039	LIQUOR LICENSES	\$600.00	\$0.00	\$400.00	\$0.00	\$200.00	66.67%
001-00000-47047	TRANSFER:FROM PILT FUND	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
001-00000-47062	SPECIAL ASSESSMENT TO COU	\$0.00	\$0.00	\$328.89	\$0.00	(\$328.89)	
001-00000-47080	TREASURER FEE	\$275,000.00	\$0.00	\$264,051.10	\$0.00	\$10,948.90	96.02%
001-00000-47082	SERVICE CHARGE	\$400.00	\$0.00	\$222.16	\$0.00	\$177.84	55.54%
001-00000-47084	COMM. CNTR. GARDNER	\$0.00	\$0.00	\$895.00	\$0.00	(\$895.00)	



# Revenue and Expense Report

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	<u>GENERAL FUND</u>						
	<u>REVENUES</u>						
	00000 NONDEPARTMENTAL						
001-00000-47089	AIRCRAFT FEES	\$0.00	\$0.00	\$945.70	\$0.00	(\$945.70)	
001-00000-47093	HOUSING INMATES	\$0.00	\$0.00	\$9,078.00	\$0.00	(\$9,078.00)	
001-00000-47102	TELE. COMMISSION	\$0.00	\$0.00	\$47.37	\$0.00	(\$47.37)	
001-00000-47129	CLERK (MAPS)	\$250.00	\$0.00	\$260.00	\$0.00	(\$10.00)	104.00%
001-00000-47135	TAX REFUND	\$10,000.00	\$0.00	\$978.47	\$0.00	\$9,021.53	9.78%
001-00000-47146	DUI/DRUG REIMBURSEMENT	\$1,000.00	\$0.00	\$291.80	\$0.00	\$708.20	29.18%
001-00000-47152	ABATEMENT (RECOUP)	\$4,674.00	\$0.00	\$3,738.83	\$0.00	\$935.17	79.99%
001-00000-47153	ABATEMENT (RECOUP) INTERE	\$60.00	\$0.00	\$0.39	\$0.00	\$59.61	.65%
001-00000-47154	CLEARING ACCOUNT	\$0.00	\$0.00	\$75,370.41	\$0.00	(\$75,370.41)	
001-00000-47160	TREASURER CASH LONG	\$0.00	\$0.00	\$24.12	\$0.00	(\$24.12)	
001-00000-47162	INSUFFICIENT RECOVERY FUN	\$2,000.00	\$0.00	\$57.00	\$0.00	\$1,943.00	2.85%
001-00000-47164	MISC/RECEIPT	\$1,000.00	\$0.00	\$1,300.00	\$0.00	(\$300.00)	130.00%
001-00000-47167	TREAS/DEED APPLICATION FEE	\$10,000.00	\$0.00	\$3,564.55	\$0.00	\$6,435.45	35.65%
001-00000-47168	COUNTY ASSESSOR/XEROX CO	\$2,000.00	\$0.00	\$856.85	\$0.00	\$1,143.15	42.84%
001-00000-47169	SHERIFF/DETENTION GRANTS	\$0.00	\$0.00	\$21,952.11	\$0.00	(\$21,952.11)	
001-00000-47174	DELINQUENT ABATEMENT TAX	\$110.00	\$0.00	\$9.07	\$0.00	\$100.93	8.25%
001-00000-47175	DELINQUENT ABATEMENT INT	\$15.00	\$0.00	\$1.27	\$0.00	\$13.73	8.47%
001-00000-47180	HOMELAND SECURITY GRANT	\$0.00	\$0.00	\$537.92	\$0.00	(\$537.92)	
001-00000-47181	CO-CLERK/NO PROOF OF INS	\$500.00	\$0.00	\$423.34	\$0.00	\$76.66	84.67%
001-00000-47185	ELECTION REIMBURSEMENT	\$0.00	\$0.00	\$15,114.60	\$0.00	(\$15,114.60)	
001-00000-47207	CO CLERK VEH/REG LATE FEE	\$800.00	\$0.00	\$6,070.00	\$0.00	(\$5,270.00)	758.75%
001-00000-48000	INTEREST EARNED	\$100,000.00	\$0.00	\$88,162.31	\$0.00	\$11,837.69	88.16%
001-00000-49070	COURT SECURITY GRANT REIM	\$50,000.00	\$0.00	\$41,276.38	\$0.00	\$8,723.62	82.55%
001-00000-49080	TRANS FROM EMER/SERVICIS	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00	
001-00000-49094	TOWER RENT	\$16,000.00	\$0.00	\$3,000.00	\$0.00	\$13,000.00	18.75%
001-00000-49209	PUBLIC TRUSTEE REIMBURSEM	\$12,500.00	\$0.00	\$2,000.00	\$0.00	\$10,500.00	16.00%
001-00000-49222	MARIJUANA EXCISE TAX	\$150,000.00	\$0.00	\$20,315.22	\$0.00	\$129,684.78	13.54%
001-00000-49247	CITY OF WALSENBURG (POLIC	\$900,000.00	\$0.00	\$339,080.00	\$0.00	\$560,920.00	37.68%
001-00000-49253	COLLECTIONS (SPRHC)	\$0.00	\$0.00	\$138.17	\$0.00	(\$138.17)	
001-00000-49276	NOTARY FEES	\$0.00	\$0.00	\$55.00	\$0.00	(\$55.00)	
001-00000-49277	MARIJUANA EXISE TAX (OTHER	\$2,000.00	\$0.00	\$69.10	\$0.00	\$1,930.90	3.46%
001-00000-49282	CDPHE/COLO CORONERS GRA	\$0.00	\$0.00	(\$16,721.58)	\$0.00	\$16,721.58	



# Revenue and Expense Report

YEAR : 2024    PERIOD : 13    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>001</b>	<b><u>GENERAL FUND</u></b>						
	<b><u>REVENUES</u></b>						
	<b>00000 NONDEPARTMENTAL</b>						
001-00000-49292	JUDICIAL CENTER SALES TAX	\$0.00	\$0.00	\$470,534.56	\$0.00	(\$470,534.56)	
001-00000-49346	Pers Property Tax Exempt State	\$0.00	\$0.00	\$6,467.00	\$0.00	(\$6,467.00)	
001-00000-49364	TRANSFER FROM WTS FUND	\$15,558.00	\$0.00	\$0.00	\$0.00	\$15,558.00	
001-00000-49388	SB22-238 RE IMBURSEMENT	\$0.00	\$0.00	\$258,628.00	\$0.00	(\$258,628.00)	
001-00000-49389	SB23B-001 RE IMBURSEMENT	\$0.00	\$0.00	\$242,400.00	\$0.00	(\$242,400.00)	
	<b>Subtotal NONDEPARTMENTAL:</b>	<b>\$6,221,303.00</b>	<b>\$0.00</b>	<b>\$4,698,311.91</b>	<b>\$0.00</b>	<b>\$1,522,991.09</b>	<b>75.52%</b>
	<b>40250 ELECTIONS</b>						
001-40250-47185	ELECTION REIMBURSEMENT	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	
	<b>Subtotal ELECTIONS:</b>	<b>\$40,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,000.00</b>	<b>0.00%</b>
	<b>42110 SHERIFF</b>						
001-42110-47003	CIVIL PROCESS FEES	\$2,500.00	\$0.00	\$1,236.38	\$0.00	\$1,263.62	49.46%
001-42110-47210	CRIMINAL PROCESS/DA FEES	\$2,500.00	\$0.00	\$145.00	\$0.00	\$2,355.00	5.80%
001-42110-49070	COURT SECURITY GRANT REIM	\$48,458.00	\$0.00	\$0.00	\$0.00	\$48,458.00	
	<b>Subtotal SHERIFF:</b>	<b>\$53,458.00</b>	<b>\$0.00</b>	<b>\$1,381.38</b>	<b>\$0.00</b>	<b>\$52,076.62</b>	<b>2.58%</b>
	<b>42120 JAIL</b>						
001-42120-47093	HOUSING INMATES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
001-42120-47169	Jail Based Behavioral Health	\$180,000.00	\$0.00	\$37,269.06	\$0.00	\$142,730.94	20.71%
001-42120-47179	COMMISSARY-SHERIFF	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
001-42120-47190	INMATE FEES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
	<b>Subtotal JAIL:</b>	<b>\$192,000.00</b>	<b>\$0.00</b>	<b>\$37,269.06</b>	<b>\$0.00</b>	<b>\$154,730.94</b>	<b>19.41%</b>
	<b>42135 SEARCH AND RESCUE</b>						
001-42135-47121	SEARCH AND RESCUE	\$25,700.00	\$0.00	\$0.00	\$0.00	\$25,700.00	
	<b>Subtotal SEARCH AND RESCUE:</b>	<b>\$25,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25,700.00</b>	<b>0.00%</b>
	<b>46400 AIRPORT</b>						
001-46400-47031	FUEL SALES (AIRPORT)	\$120,000.00	\$0.00	\$0.00	\$0.00	\$120,000.00	
001-46400-47089	AIRCRAFT FEES	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
001-46400-47134	CDOT EXCISE TX REFUND AIRP	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
	<b>Subtotal AIRPORT:</b>	<b>\$123,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$123,500.00</b>	<b>0.00%</b>
	<b>47900 ADMINISTRATION</b>						
001-47900-49234	BEST AND BRIGHTEST GRANT	\$20,000.00	\$0.00	\$7,239.12	\$0.00	\$12,760.88	36.20%



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
001	<b>GENERAL FUND</b>						
	<u>REVENUES</u>						
47900	ADMINISTRATION						
	Subtotal ADMINISTRATION:	\$20,000.00	\$0.00	\$7,239.12	\$0.00	\$12,760.88	36.20%
50100	PARKS AND RECREATION						
001-50100-47016	COMM. CNTR. WLSBG.	\$6,500.00	\$0.00	\$3,260.00	\$0.00	\$3,240.00	50.15%
001-50100-47084	COMM. CNTR. GARDNER	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	
001-50100-49348	ADULT RECREATION	\$7,500.00	\$0.00	\$2,800.00	\$0.00	\$4,700.00	37.33%
001-50100-49349	YOUTH RECREATION	\$7,500.00	\$0.00	\$1,485.00	\$0.00	\$6,015.00	19.80%
001-50100-49383	REVENUE/DONATIONS	\$10,000.00	\$0.00	\$2,000.00	\$0.00	\$8,000.00	20.00%
	Subtotal PARKS AND RECREATION:	\$34,000.00	\$0.00	\$9,545.00	\$0.00	\$24,455.00	28.07%
50200	JUDICIAL CENTER						
001-50200-49292	JUDICIAL CENTER SALES TAX	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00	
	Subtotal JUDICIAL CENTER:	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00	0.00%
	TOTAL REVENUES - :	\$7,909,961.00	\$0.00	\$4,753,746.47	\$0.00	\$3,156,214.53	60.10%
	YTD Revenue Less Expenses : GENERAL FUND			\$4,753,746.47			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>002</b>	<b><u>ROAD &amp; BRIDGE FUND</u></b>						
	<b><u>REVENUES</u></b>						
	<b>00000 NONDEPARTMENTAL</b>						
002-00000-45000	PROPERTY TAX	\$14,007.00	\$0.00	\$11,206.85	\$0.00	\$2,800.15	80.01%
002-00000-46001	DEL/PERS B TAX APP	\$250.00	\$0.00	\$23.64	\$0.00	\$226.36	9.46%
002-00000-46003	BACK TAX INT. APP.	\$100.00	\$0.00	\$2.82	\$0.00	\$97.18	2.82%
002-00000-46004	CURRENT INT. APP.	\$55.00	\$0.00	\$1.24	\$0.00	\$53.76	2.25%
002-00000-46006	SPEC. OWNERSHIP A	\$600.00	\$0.00	\$315.85	\$0.00	\$284.15	52.64%
002-00000-46007	SPEC. OWNERSHIP B	\$850.00	\$0.00	\$387.14	\$0.00	\$462.86	45.55%
002-00000-47034	SALE OF CO. PROP.	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	
002-00000-47037	HOUSING AUTHORITY	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00	
002-00000-47038	SALE OF ASSETS	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
002-00000-47047	TRANSFER:FROM PILT FUND	\$240,000.00	\$0.00	\$0.00	\$0.00	\$240,000.00	
002-00000-47060	TAYLOR GRAZING	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	
002-00000-47070	GAS REIMBURSEMENTS	\$100,000.00	\$0.00	\$25,576.37	\$0.00	\$74,423.63	25.58%
002-00000-47072	R & B PERMITS	\$8,000.00	\$0.00	\$650.00	\$0.00	\$7,350.00	8.12%
002-00000-47090	MOTOR VEHICLE LIC.	\$25,000.00	\$0.00	\$13,766.47	\$0.00	\$11,233.53	55.07%
002-00000-47100	HIGHWAY USERS TAX	\$1,883,987.00	\$0.00	\$696,662.01	\$0.00	\$1,187,324.99	36.98%
002-00000-47166	VEHICLE SERVICE	\$40,000.00	\$0.00	\$5,328.46	\$0.00	\$34,671.54	13.32%
002-00000-49081	SRS PAYMENT	\$25,000.00	\$0.00	\$24,453.87	\$0.00	\$546.13	97.82%
002-00000-49205	CURRENT TAX COUNTY R&B/W	\$0.00	\$0.00	\$1,433.99	\$0.00	(\$1,433.99)	
002-00000-49206	CURRENT TAX CO R&B/LAVETA	\$0.00	\$0.00	\$474.55	\$0.00	(\$474.55)	
002-00000-49207	DEL TAX CO R&B/WALSENBUR	\$0.00	\$0.00	\$6.25	\$0.00	(\$6.25)	
002-00000-49229	MAG/CHOLRIDE REIMBURSEME	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00	
002-00000-49237	CATTLE GUARD SALES	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	
002-00000-49293	CDA NOXIOUS WEED GRANT	\$18,337.00	\$0.00	\$0.00	\$0.00	\$18,337.00	
002-00000-49320	2023 CDA NOXIOUS WEED GRA	\$12,500.00	\$0.00	\$20,402.00	\$0.00	(\$7,902.00)	163.22%
	<b>Subtotal NONDEPARTMENTAL:</b>	<b>\$2,443,611.00</b>	<b>\$0.00</b>	<b>\$800,691.51</b>	<b>\$0.00</b>	<b>\$1,642,919.49</b>	<b>32.77%</b>
	<b>43000 R/B APPORTIONMENTS TO MUNIC.</b>						
002-43000-49205	CURRENT TAX COUNTY R&B/W	\$1,147.65	\$0.00	\$0.00	\$0.00	\$1,147.65	
002-43000-49206	CURRENT TAX CO R&B/LAVETA	\$457.73	\$0.00	\$0.00	\$0.00	\$457.73	
	<b>Subtotal R/B APPORTIONMENTS TO MUNIC.:</b>	<b>\$1,605.38</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,605.38</b>	<b>0.00%</b>
	<b>TOTAL REVENUES - :</b>	<b>\$2,445,216.38</b>	<b>\$0.00</b>	<b>\$800,691.51</b>	<b>\$0.00</b>	<b>\$1,644,524.87</b>	<b>32.75%</b>



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
002	<u>ROAD &amp; BRIDGE FUND</u>						
	YTD Revenue Less Expenses : ROAD & BRIDGE FUND			\$800,691.51			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024    PERIOD : 13    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
003	<u>LODGING TAX TOURISM FUND</u>						
	<u>REVENUES</u>						
	00000 NONDEPARTMENTAL						
003-00000-47197	LODGING TAX	\$85,000.00	\$0.00	\$29,975.55	\$0.00	\$55,024.45	35.27%
	Subtotal NONDEPARTMENTAL:	\$85,000.00	\$0.00	\$29,975.55	\$0.00	\$55,024.45	35.27%
	TOTAL REVENUES - :	\$85,000.00	\$0.00	\$29,975.55	\$0.00	\$55,024.45	35.27%
	YTD Revenue Less Expenses : LODGING TAX TOURISM FUND			\$29,975.55			



# Revenue and Expense Report

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
<b>004</b>	<b><u>SPECIAL PROJECT FUND</u></b>						
	<b><u>REVENUES</u></b>						
	<b>00000 NONDEPARTMENTAL</b>						
004-00000-47030	OTHER REFUNDS	\$112,386.00	\$0.00	\$0.00	\$0.00	\$112,386.00	
004-00000-47047	TRANSFER:FROM PILT FUND	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
004-00000-49074	COG HOUSING GRANT	\$153,768.00	\$0.00	\$0.00	\$0.00	\$153,768.00	
004-00000-49080	TRANS FROM EMER/SERVICES	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	
004-00000-49217	STATE HISTORICAL GRANT	\$40,902.00	\$0.00	\$0.00	\$0.00	\$40,902.00	
004-00000-49318	FOX THEATRE WLSBG CAP IMP	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	100.00%
004-00000-49343	HUERFANO RIVER BRIDGE REH	\$405,624.40	\$0.00	\$0.00	\$0.00	\$405,624.40	
004-00000-49354	CDOT MMOF GRANT - GARDNE	\$117,300.00	\$0.00	\$0.00	\$0.00	\$117,300.00	
004-00000-49355	CDOT MMOF GRANT - CUCHAR	\$418,000.00	\$0.00	\$0.00	\$0.00	\$418,000.00	
004-00000-49358	DOLA INNOVATIVE HOUSING (IH	\$96,465.56	\$0.00	\$41,313.45	\$0.00	\$55,152.11	42.83%
004-00000-49361	CDOTA AIP CONSTRUCTION GR	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	
004-00000-49363	EDA GRANT RETAIL POP-UP	\$499,569.02	\$0.00	\$28,914.06	\$0.00	\$470,654.96	5.79%
004-00000-49365	FAA AIP CONSTRUCTION GRAN	\$270,000.00	\$0.00	\$58,248.64	\$0.00	\$211,751.36	21.57%
004-00000-49366	CDOTA AIP PLANNING GRANT	\$10,029.28	\$0.00	\$9,632.97	\$0.00	\$396.31	96.05%
004-00000-49367	FAA AIP PLANNING GRANT	\$180,511.60	\$0.00	\$173,393.51	\$0.00	\$7,118.09	96.06%
004-00000-49369	NATIONAL OPIOID SETTLEMEN	\$13,315.36	\$0.00	\$16,721.58	\$0.00	(\$3,406.22)	125.58%
004-00000-49370	EPC- EIAF GRANT	\$0.00	\$0.00	\$572,787.57	\$0.00	(\$572,787.57)	
004-00000-49375	CDOT-GMS	\$0.00	\$0.00	\$147,859.51	\$0.00	(\$147,859.51)	
004-00000-49384	WALSENBURG RIVERWALK	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	
004-00000-49386	EPC LEASE PURCH REIMB	\$0.00	\$0.00	\$71,133.55	\$0.00	(\$71,133.55)	
004-00000-49391	Maker Space- Redi Grant	\$0.00	\$0.00	\$2,445.37	\$0.00	(\$2,445.37)	
	<b>Subtotal NONDEPARTMENTAL:</b>	<b>\$2,872,871.22</b>	<b>\$0.00</b>	<b>\$1,322,450.21</b>	<b>\$0.00</b>	<b>\$1,550,421.01</b>	<b>46.03%</b>
	<b>TOTAL REVENUES - :</b>	<b>\$2,872,871.22</b>	<b>\$0.00</b>	<b>\$1,322,450.21</b>	<b>\$0.00</b>	<b>\$1,550,421.01</b>	<b>46.03%</b>
	<b>YTD Revenue Less Expenses : SPECIAL PROJECT FUND</b>			<b>\$1,322,450.21</b>			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
005	<u>RETIREMENT FUND</u>						
	<u>REVENUES</u>						
	<b>0000 NONDEPARTMENTAL</b>						
005-00000-45000	PROPERTY TAX	\$140,513.00	\$0.00	\$112,131.54	\$0.00	\$28,381.46	79.80%
005-00000-46001	DEL/PERS B TAX APP	\$750.00	\$0.00	\$247.28	\$0.00	\$502.72	32.97%
005-00000-46003	BACK TAX INT. APP.	\$100.00	\$0.00	\$25.52	\$0.00	\$74.48	25.52%
005-00000-46004	CURRENT INT. APP.	\$350.00	\$0.00	\$11.26	\$0.00	\$338.74	3.22%
005-00000-46006	SPEC. OWNERSHIP A	\$5,000.00	\$0.00	\$2,847.94	\$0.00	\$2,152.06	56.96%
005-00000-46007	SPEC. OWNERSHIP B	\$5,000.00	\$0.00	\$3,490.74	\$0.00	\$1,509.26	69.81%
005-00000-47037	HOUSING AUTHORITY	\$278.00	\$0.00	\$0.00	\$0.00	\$278.00	
005-00000-47040	SOCIAL SERV. SHARE	\$50,000.00	\$0.00	\$24,498.77	\$0.00	\$25,501.23	49.00%
005-00000-49256	FORFEITURES	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
	<b>Subtotal NONDEPARTMENTAL:</b>	<b>\$206,991.00</b>	<b>\$0.00</b>	<b>\$143,253.05</b>	<b>\$0.00</b>	<b>\$63,737.95</b>	<b>69.21%</b>
	<b>TOTAL REVENUES - :</b>	<b>\$206,991.00</b>	<b>\$0.00</b>	<b>\$143,253.05</b>	<b>\$0.00</b>	<b>\$63,737.95</b>	<b>69.21%</b>
	<b>YTD Revenue Less Expenses : RETIREMENT FUND</b>			<b>\$143,253.05</b>			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024    PERIOD : 13    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
008	<u>CONTINGENCY FUND</u>						
	<u>REVENUES</u>						
	00000 NONDEPARTMENTAL						
008-00000-47047	TRANSFER:FROM PILT FUND	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
008-00000-49080	TRANS FROM EMER/SERVICES	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
	<b>Subtotal NONDEPARTMENTAL:</b>	<b>\$200,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$200,000.00</b>	<b>0.00%</b>
	<b>TOTAL REVENUES - :</b>	<b>\$200,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$200,000.00</b>	<b>0.00%</b>
	<b>YTD Revenue Less Expenses : CONTINGENCY FUND</b>			<b>\$0.00</b>			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024    PERIOD : 13    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
011	<u>HUERF CO HOUSING AUTHORITY</u>						
	<u>REVENUES</u>						
	00000 NONDEPARTMENTAL						
011-00000-47047	TRANSFER:FROM PILT FUND	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	
011-00000-49329	AMER RESCUE PLAN HOUSING	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	
	Subtotal NONDEPARTMENTAL:	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.00%
	TOTAL REVENUES - :	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.00%
	YTD Revenue Less Expenses : HUERF CO HOUSING AUTHORITY			\$0.00			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024    PERIOD : 13    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
050	<u>CONSERVATION TRUST FUND</u>						
	<u>REVENUES</u>						
	00000 NONDEPARTMENTAL						
050-00000-48000	INTEREST EARNED	\$32.00	\$0.00	\$928.35	\$0.00	(\$896.35)	2901.09%
050-00000-49001	COLORADO LOTTERY	\$14,000.00	\$0.00	\$5,403.10	\$0.00	\$8,596.90	38.59%
	<b>Subtotal NONDEPARTMENTAL:</b>	<b>\$14,032.00</b>	<b>\$0.00</b>	<b>\$6,331.45</b>	<b>\$0.00</b>	<b>\$7,700.55</b>	<b>45.12%</b>
	<b>TOTAL REVENUES - :</b>	<b>\$14,032.00</b>	<b>\$0.00</b>	<b>\$6,331.45</b>	<b>\$0.00</b>	<b>\$7,700.55</b>	<b>45.12%</b>
	<b>YTD Revenue Less Expenses : CONSERVATION TRUST FUND</b>			<b>\$6,331.45</b>			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024    PERIOD : 13    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
051	<u>P.I.L.T.</u>						
	<u>REVENUES</u>						
	00000 NONDEPARTMENTAL						
051-00000-49045	P.I.L.T.	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00	
	Subtotal NONDEPARTMENTAL:	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00	0.00%
	TOTAL REVENUES - :	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00	0.00%
	YTD Revenue Less Expenses : P.I.L.T.			\$0.00			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024    PERIOD : 13    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
052	<u>OPIOID SETTLEMENT FUND</u>						
	<u>REVENUES</u>						
	00000 NONDEPARTMENTAL						
052-00000-49387	Opioid Settlement Payment	\$0.00	\$0.00	\$25,091.86	\$0.00	(\$25,091.86)	
	Subtotal NONDEPARTMENTAL:	\$0.00	\$0.00	\$25,091.86	\$0.00	(\$25,091.86)	0.00%
	TOTAL REVENUES - :	\$0.00	\$0.00	\$25,091.86	\$0.00	(\$25,091.86)	0.00%
	YTD Revenue Less Expenses : OPIOID SETTLEMENT FUND			\$25,091.86			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024    PERIOD : 13    FUND: All    DEPT: All    SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
062	<u>FEDERAL FOREST PROJECT FUND</u>						
	<u>REVENUES</u>						
	00000 NONDEPARTMENTAL						
062-00000-49072	FEDERAL FOREST PAYMENT	\$18,405.00	\$0.00	\$18,340.41	\$0.00	\$64.59	99.65%
	Subtotal NONDEPARTMENTAL:	\$18,405.00	\$0.00	\$18,340.41	\$0.00	\$64.59	99.65%
	TOTAL REVENUES - :	\$18,405.00	\$0.00	\$18,340.41	\$0.00	\$64.59	99.65%
	YTD Revenue Less Expenses : FEDERAL FOREST PROJECT FUND			\$18,340.41			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
068	<u>WASTE TRANSFER ENTERPRISE</u>						
	<u>REVENUES</u>						
	00000 NONDEPARTMENTAL						
068-00000-49056	TRANS/STATION FEES COLLEC	\$0.00	\$0.00	\$377.00	\$0.00	(\$377.00)	
068-00000-49258	WTS (CC FEE)	\$0.00	\$0.00	\$14,692.40	\$0.00	(\$14,692.40)	
068-00000-49328	EL DEPOT	\$0.00	\$0.00	\$1,500.00	\$0.00	(\$1,500.00)	
068-00000-49352	GIFT CARD PURCHASES	\$0.00	\$0.00	\$967.00	\$0.00	(\$967.00)	
068-00000-49360	FEES COLLECTED GIFT CARDS	\$0.00	\$0.00	\$1,714.77	\$0.00	(\$1,714.77)	
068-00000-49382	RECYCLING	\$0.00	\$0.00	\$1,671.20	\$0.00	(\$1,671.20)	
	Subtotal NONDEPARTMENTAL:	\$0.00	\$0.00	\$20,922.37	\$0.00	(\$20,922.37)	0.00%
	TOTAL REVENUES - :	\$0.00	\$0.00	\$20,922.37	\$0.00	(\$20,922.37)	0.00%
	YTD Revenue Less Expenses : WASTE TRANSFER ENTERPRISE			\$20,922.37			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
069	<b>EMERGENCY SERVICES FUND</b>						
	<b>REVENUES</b>						
	<b>00000 NONDEPARTMENTAL</b>						
069-00000-47001	SALES TAX	\$1,200,000.00	\$0.00	\$470,539.92	\$0.00	\$729,460.08	39.21%
069-00000-47030	OTHER REFUNDS	\$0.00	\$0.00	\$316.00	\$0.00	(\$316.00)	
069-00000-47180	HOMELAND SECURITY GRANT/	\$30,000.00	\$0.00	\$5,852.68	\$0.00	\$24,147.32	19.51%
069-00000-47186	EMERGENCY MANAGEMENT	\$50,000.00	\$0.00	\$13,005.00	\$0.00	\$36,995.00	26.01%
069-00000-49235	FIRE MITIGATION MGR GRANT	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	
069-00000-49290	EMPG SPECIAL PROJECT GRAN	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
	<b>Subtotal NONDEPARTMENTAL:</b>	<b>\$1,350,000.00</b>	<b>\$0.00</b>	<b>\$489,713.60</b>	<b>\$0.00</b>	<b>\$860,286.40</b>	<b>36.28%</b>
	<b>TOTAL REVENUES - :</b>	<b>\$1,350,000.00</b>	<b>\$0.00</b>	<b>\$489,713.60</b>	<b>\$0.00</b>	<b>\$860,286.40</b>	<b>36.28%</b>
	<b>YTD Revenue Less Expenses : EMERGENCY SERVICES FUND</b>			<b>\$489,713.60</b>			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
070	<u>GARDNER PUBLIC IMP DISTRICT</u>						
	<u>REVENUES</u>						
	<b>00000 NONDEPARTMENTAL</b>						
070-00000-49096	WATER FEES	\$25,000.00	\$0.00	\$10,931.01	\$0.00	\$14,068.99	43.72%
070-00000-49097	SEWER FEES	\$25,000.00	\$0.00	\$11,265.57	\$0.00	\$13,734.43	45.06%
070-00000-49105	LATE FEES	\$1,500.00	\$0.00	\$709.53	\$0.00	\$790.47	47.30%
070-00000-49106	CONNECT/DISCONNECT FEES	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	
070-00000-49220	BULK WATER STATION FEES	\$35,000.00	\$0.00	\$16,223.00	\$0.00	\$18,777.00	46.35%
070-00000-49238	WATER SVC. DEPOSIT	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00	
070-00000-49262	BULK WATER APPLICATION FE	\$2,000.00	\$0.00	\$50.00	\$0.00	\$1,950.00	2.50%
070-00000-49264	GPID WATER PLANT INVEST FE	\$700.00	\$0.00	\$297.17	\$0.00	\$402.83	42.45%
070-00000-49265	GPID SEWER PLANT INVEST FE	\$3,500.00	\$0.00	\$1,052.28	\$0.00	\$2,447.72	30.07%
070-00000-49371	Bulk Water Annual Fee	\$450.00	\$0.00	\$280.00	\$0.00	\$170.00	62.22%
	<b>Subtotal NONDEPARTMENTAL:</b>	<b>\$93,520.00</b>	<b>\$0.00</b>	<b>\$40,808.56</b>	<b>\$0.00</b>	<b>\$52,711.44</b>	<b>43.64%</b>
	<b>TOTAL REVENUES - :</b>	<b>\$93,520.00</b>	<b>\$0.00</b>	<b>\$40,808.56</b>	<b>\$0.00</b>	<b>\$52,711.44</b>	<b>43.64%</b>
	<b>YTD Revenue Less Expenses : GARDNER PUBLIC IMP DISTRICT</b>			<b>\$40,808.56</b>			



# Revenue and Expense Report

Huerfano County

Item 8g.

YEAR : 2024 PERIOD : 13 FUND: All DEPT: All SUB-DEPT: All  
 ACCOUNT RANGE : 0 - 9999999999

AS OF : 1/1/2025

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
072	<b>ASSET MGMT ENTERPRISE FUND</b>						
	<b>REVENUES</b>						
	<b>00000 NONDEPARTMENTAL</b>						
072-00000-47034	SALE OF PROPERTY	\$1,250,000.00	\$0.00	\$160,125.79	\$0.00	\$1,089,874.21	12.81%
072-00000-49380	EPC LEASE PURCHASE	\$159,540.76	\$0.00	\$91,770.38	\$0.00	\$67,770.38	57.52%
072-00000-49381	LEASE REVENUE	\$140,000.00	\$0.00	\$140,000.00	\$0.00	\$0.00	100.00%
	<b>Subtotal NONDEPARTMENTAL:</b>	<b>\$1,549,540.76</b>	<b>\$0.00</b>	<b>\$391,896.17</b>	<b>\$0.00</b>	<b>\$1,157,644.59</b>	<b>25.29%</b>
	<b>48900 LEASE PURCHASE FUND</b>						
072-48900-49380	LEASE PURCHASE REVENUE	\$36,000.00	\$0.00	\$0.00	\$0.00	\$36,000.00	
	<b>Subtotal LEASE PURCHASE FUND:</b>	<b>\$36,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$36,000.00</b>	<b>0.00%</b>
	<b>TOTAL REVENUES - :</b>	<b>\$1,585,540.76</b>	<b>\$0.00</b>	<b>\$391,896.17</b>	<b>\$0.00</b>	<b>\$1,193,644.59</b>	<b>24.72%</b>
	<b>YTD Revenue Less Expenses : ASSET MGMT ENTERPRISE FUND</b>			<b>\$391,896.17</b>			



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



## HUERFANO COUNTY GOVERNMENT ADMINISTRATOR’S REPORT

**Date:** June 25, 2024  
**To:** Huerfano County Board of County Commissioners  
**From:** Carl Young, County Administrator  
**Re:** Report for the June 25<sup>th</sup> Regular BOCC Meeting

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

### Open Positions

- Sheriff’s Office Secretary – Closes 6/28/2024
- 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

- On Friday, June 21<sup>st</sup>, I submitted the SIPA GovGrant, approved by the Board on June 11<sup>th</sup>. Total amount of the request was \$200k including funds for Tyler Technologies Permitting and Licensing Suite and
- The Department of Public Health and Environment has released its final rules for emergency medical services, which govern ambulance licensing in the State. A County authorization to operate is still required unless we opt-out of the system. The Spanish Peaks Regional Health Center License was extended earlier this year and I request a motion to extend it through the end of June to allow time to pass a resolution authorizing them to operate.
- The Sheriff’s Office submitted a Behavioral Health Information and Data Sharing Grant yesterday, June 24, 2024. The grant will fund a jail information sharing component. The full grant will be submitted to you at your next meeting.

### Activities

- June 12, 2024 – Attended Huerfano County Multi-Agency Coordination Meeting.
- June 12, 2024 – Attended McKinstry Energy Performance Contracting Meeting.
- June 12, 2024 – Met with Garver on Airfield Lighting and Signage Rehab Project. Garver has since delivered the 75% design documents and is working to schedule a review meeting with Enterprise.
- June 12, 2024 – Attended HC Tourism Board Meeting.



- June 13, 2024 – Attend Spanish Peaks Outdoor Coalition Introduction and Overview Meeting. The Spanish Peaks Outdoor Coalition (SPOC) is a new partnership designated as one of Colorado's Regional Partnership Initiatives. The partnership is in its formative stages and the goals of the partnership are to develop a regional approach to all things outdoors in the area, and to coordinate across groups and efforts in Las Animas and Huerfano Counties.
- June 13, 2024 – Attended Planning Commission Meeting and Workshop. The Planning Commission continues to make progress on the Comprehensive Plan.
- June 14, 2024 – Held Interviews for Emergency Manager
- June 14, 2024 – Met with DOLA about our Local Planning Capacity Grant
- June 17, 2024 – Met with City Administrator Roger Tinklenburg about collaboration on Building Permits
- June 17, 2024 – Met with Ken Clayton and Sal Pace on Funding for Lift 4. PSC would like to apply for a DOLA grant and a GoCo grant to assist with funding the work in time for the Lift to open this winter.
- June 17, 2024 – Met with representatives from the Huerfano Community Corporation about their work to put together a proposal and plan for a convenience store in Gardner.
- June 19, 2024 – Attended Wheelhouse Management Meeting
- June 20, 2024 – Met with Executive Director Brian Blasi and Renee Monohan from South Central Council of Governments about the Early Learning Center in Walsenburg. We discussed the
- June 21, 2024 – Met with the Federal Highway Administration about the County's Safe Streets and Roads for All Planning Grant. FHWA has asked us to move forward with preparing our grant contract, our plan remains to begin this project in late 2024 or early 2025.
- June 21, 2024 – Met with McKinstry, San Isabel Electric, and AdPro regarding the ribbon cutting for the Energy Performance Contracting.
- June 21, 2024 – Met with the Fox Theatre Walsenburg, McKinstry, Colorado Preservation Inc., and Form + Works Design about the Fox Phase 2 project. Discussion revolved around rebidding construction and aligning design plans.