

BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

October 10, 2023 at 10:00 AM Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

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

9:00 AM - COMMISSIONERS MEETING WITH STAFF

10:00 AM - PUBLIC MEETING

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

- 1. PLEDGE OF ALLEGIANCE
- 2. AGENDA APPROVAL
- 3. CONSENT AGENDA
 - a. Susan Shoop Termination
 - **b.** Francisco Lantis Moving Positions SO
- 4. PUBLIC COMMENT
- 5. APPOINTMENTS
 - a. David Steffan Middle Creek Restoration Project
 - **b.** Supplemental Appropriation for the 3rd Judicial District Attorney
 - c. 2024 Preliminary Budget Presentation
- 6. LAND USE
 - **a.** 23-028 Vacate Mohr Joint Public Hearing
 - **b.** 23-035 Vacate Schwery Joint Public Hearing
 - c. Marijuana Licensing Ordinance Hearing

7. ACTION ITEMS

- a. Resolution 23-42 3rd Judicial District Attorney Supplemental Appropriation
- **b.** Resolution 23-41 Opposing TPR Changes
- **c.** Ordinance 23-01 Marijuana Licensing Second Reading
- d. Department of Human Services 2024 Budget
- e. 611 Main St Project Bid for Interior finishes

- **<u>f.</u>** San Carlos Ranger District Colorado Parks Wildlife Grant Letter of Support
- **g.** Health Care Provider Service Agreement Dee Lyons & Sheriff's Office
- **<u>h.</u>** Employment Contract MOU Celia Salazar & Sheriff's Office
- **i.** Employment Contract MOU Natasha Reifschnieder & Sheriff's Office
- i. HCSO Employment Contract Nancy Winsor JBBS
- k. Emergency Management Quote CyberReady Business Continuity Planning
- **L** Emergency Management Quote Insight MalWare Bytes
- **m.** Underfunded Courthouse Grant Application Approval to Apply
- n. Spanish Peaks Airfield Electrical Rehab Project Award
- o. SRS Title 3 Funding Open Comment Period
- Purchase Order 156 SCCOG
- **q.** Fox Theatre Phase 1 MOU
- r. Panadero Ski Corporation Cuchara Mountain Park Operation

8. STAFF REPORTS

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

9. CORRESPONDENCE

- a. CTSI CONFIDENTIAL CAPP Monthly Sept 2023
- **b.** CTSI Technical Update Cybersecurity Reminders
- **c.** CTSI Technical Update Search & Rescue (SAR)
- d. LAHCDHD HC Opioid Settlement quarterly Report
- e. HC Treasurer August 2023 Report
- f. CONFIDENTIAL Bulk Water Sept 2023
- g. CONFIDENTIAL GPID GWSD Sept 2023
- **h.** La Veta Village Invitation Oct 12, 2023 Residents Rights Month
- La Veta Village Thank you Letter & Invite Donor Appreciation Oct 14, 2023
- i. Auction Settlement Sheet R&B _ Sheriff
- **k.** FAA Letter on Maintaining Airport Visual Aids

10. EXECUTIVE SESSION

11. ADJOURNMENT

12. UPCOMING MEETINGS

a. 1 PM - Workshop with GMS on Gardner Sewer Project

HUERFANO COUNTY							
	DAMBOLL CEAE		C.F.	EFFECTIVE DATE			
	PAYROLL STAT	US CHAN	GE	9/25/2023			
NAME:	Susan Shoop		PAYROLL:	9/29/2023			
CHANGE	STREET						
OF	CITY, STATE, ZIP						
ADDRESS/	TELEPHONE						
PHONE	I						
CHANGE	FROM (DOES NOT APPLY TO NEW I	EMPLOYEE)		ТО			
JOB TITLE	Self Sufficiency M	Ianager					
DEPARTMENT	DHS	Ö					
HOURS							
ANNUAL	\$50,000.00	0					
SALARY SEMI-MONTHLY	423,000						
SALARY							
HOURLY SALARY							
OTHER SALARY	Non-Exem	nt					
		OR CHANGE					
	TELLIS OT (I	on on in its	•				
	NEW HIRE	RESIGNATION		LENGTH OF SERVICE INCREASE			
	REHIRED	RETIREMENT		REEVALUATION OF CURRENT JOB			
	PROMOTION	LAYOFF		INTRODUCTORY PERIOD COMPLETED			
	DEMOTION	ADMINISTRATIVE LEA	AVE PAID OTHER				
	TRANSFER	ADMINISTRATIVE LEAD					
COMMENTS, IF N	NECESSARY	TERMINATION					
COMMENTS, II							
	Motion to Accept the Termina	ation of Susan Sho	op Effective Sept	ember 25, 2023.			
Elected Officia	l/Department Manager		Chairman				
Date			Date				
Date to Finance	e Office:						

GREEN SHEET/STATUS CHANGE			10/7/2023	
NAME:	Francisco Lantis	PAYROLL:	10/27/2023	

CHANGE	STREET					
OF ADDRESS/	CITY, STATE, 2P					
PHONE	TELEPHONT					
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	ТО				
JOB TITLE	Law Enforcement Academy	Detention				
DEPARTMENT	Sheriff	Jail				
HOURS						
ANNUAL SALARY	\$35,000.00	\$33,000.00				
SEMI-MONTHLY SALARY						
HOURLY SALARY						
OTHER SALARY	Non-Exempt	Non-Exempt				
	REASON FOR CHANGE					
******	NEW HIRE REHIRED RETIREMENT PROMOTION DEMOTION TRANSFER RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE ADMINISTRATIVE LEAVE					
COMMENTS, IF N	JECESSARY					
Motion to Approve Francisco Lantis going back to Detention Officer position.						
(B)	10/06/2023					

10/06/2023		
Elected Official / Department Head Date	John Galusha, Chairman	Date
L and L all 16/2023		
Human Resources Officer Date	Budget Officer	Date
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Spring Creek Fire Remediation Project

April 13, 2023

Since the last meeting I have had the chance make site visits on Indian Creek, Oak Creek, the Dahmer meadows on upper South Middle Creek, as well as the outlet of Middle Creek canyon.

Considering our stated goals of sediment capture, rebuilding and reconnecting floodplains, and reduction of further channel and head cuts, the Middle Creek canyon site has proved to be the best candidate for treatment. Additionally, the site combines the mutual interest of the greatest number of stakeholders, to include the Town of La Veta, the State Land Board, Huerfano County, NRCS, Colorado Parks and Wildlife, and adjacent and downstream water users.

One of the biggest factors to consider is the protection of the stream gauge. Last year the county cleaned woody debris off the frame and rechanneled the flow back to the gauge. However, there is still significant amounts of cobble rock and small to medium sized boulders along the low flow stream channel directly upstream. Even a moderate surge could bring this material down and quickly clog the gauge frame. The good news is the rocky material could be used on site for adjacent projects.

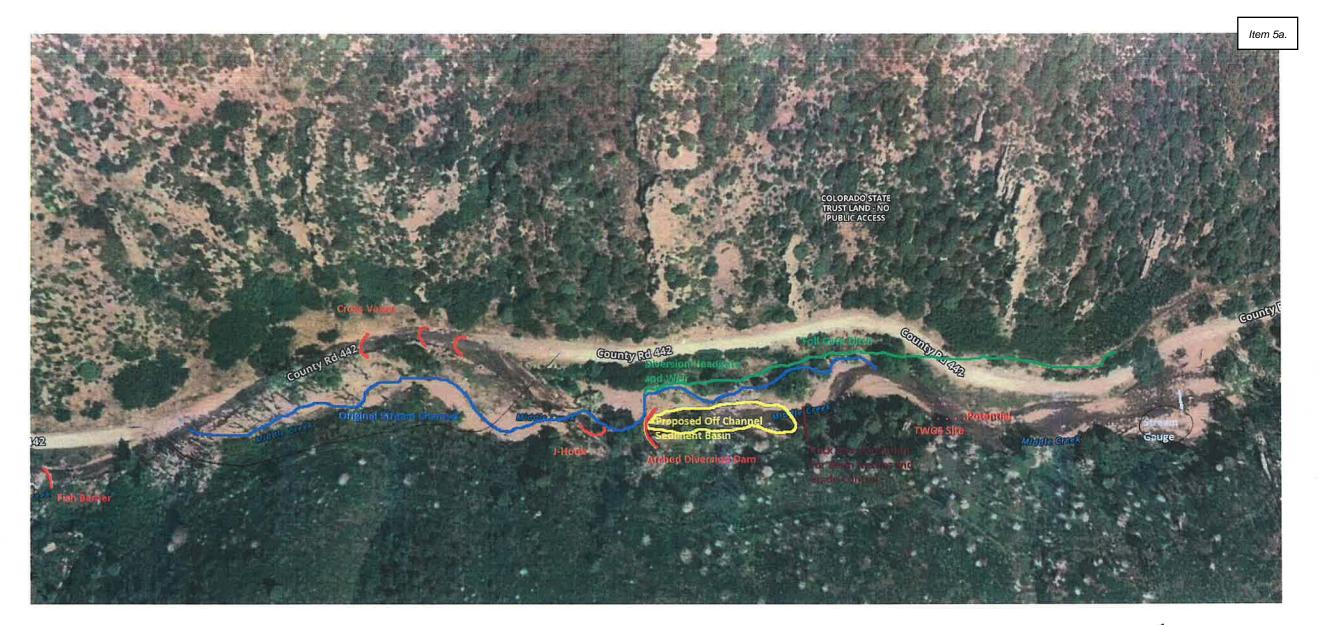
In the summer of 2019 we used the Department of Corrections Heavy Equipment crew to do hand cleaning of the stream channel in this area. The materials were either chipped on site or hauled to the county pit of CR450. The result was that this stretch remained fairly clean and unclogged for the first several flood surges. Subsequent surges brought woody debris from further up basin.

Another positive aspect of the site is that it is entirely on State Land Board property. I have worked with their land stewardship trust manager and conservation services manager. Involving them and getting input as to what we could do to help achieve any of their recovery objectives would be mutually beneficial to all affected by the project.

The restoration of the diversion for the Toll Gate Ditch is another factor to consider. The land owner had invested in a new weir to bring the diversion into compliance just before the fire. The diversion channel could be restored in conjunction with channel work and the construction of an off channel basin or floodplain rebuild.

Over the last two years Colorado Parks and Wildlife has invested in the establishment of a Hayden Pass cutthroat trout fishery in the South Middle Creek basin. We saw minor mortality from the August 2022 flood stage, with a few trout getting stranded out of the channel when the waters receded. Those that have survived have grown well, and if the sediment situation is not to bad, hopefully will be able to spawn in the next couple of seasons, thus establishing a viable population. One of the requests of CPW is that a fish barrier waterfall be built downstream to prevent the potential future invasion of non-native species such as brook trout. Such a structure could be incorporated in the project.

NRCS has expressed a desire to see areas reseeded with appropriate native grass mixes. This could be done to stabilize the area after the construction is done. Their additional objective of erosion control can be realized in this project.



Emergency for La Vota

Fiscal Year 2024 Proposed Budget Presentation

HUERFANO COUNTY, COLORADO

Budget Process Timeline

When	Who	What
August 7th	Finance and County Administrator	Budget Packets Handed Out
September 11th	Elected Officials and Departments Heads	Submit Budget Requests
September 12th to October 8th	County Administrator	Review budget submittals. Prepare materials for Commissioner meetings, review and revise revenue estimates as needed, balance budget
October 10th	County Administrator	Present Proposed Budget to Commissioners
October 10th	Board of County Commissioners	Make Proposed Budget available to the public
October 31st and November 7th	Board of County Commissioners	Commissioner meetings with individual departments and agencies
November 14th	Board of County Commissioners	Conduct public hearing regarding 2023 budget in Huerfano County.
December 12th	Board of County Commissioners	Adopt the 2023 budget and certify mill levy for Huerfano County.

Strategic Priorities

- 1. Public Engagement: Develop a robust public engagement program that informs County residents and invites the public to participate in governance
- 2. Infrastructure and Facilities: Maintain, preserve, and improve the quality of County-owned infrastructure and facilities, particularly the County Road System
- 3. HEALTH AND WELLNESS: Support the development and improvement of community programs and amenities that enhance public health and wellness through recreation, arts, and culture with a particular focus on youth development
- 4. ECONOMIC DEVELOPMENT: Maintain an active, organized, and cooperative economic development program that encourages sustainable growth, prioritizes retention and expansion of existing businesses and reducing poverty rates along with efforts to grow and attract new businesses
- 5. RESILIENCY: Integrate disaster preparedness, risk reduction, and resilience into County operations, through training, planning, community involvement and land stewardship

Fund Balance Requirements

Resolution 22-31 Adopted a Fund Reserve Policy for Huerfano County

TABOR Reserve is budgeted at \$300K in the General Fund

Certain Funds must account for a Working Capital Reserve

 Equal to 10% of Budgeted Operating Expenditures that cannot be used to balance the budget.

General Fund has a target operational reserve of 25% of budgeted operating expenditures.

 The TABOR Reserve, General Fund Working Capital Reserve, and General Fund Unassigned Fund Balance all count towards the Target Operational Reserve.

Economic Context

Proposition HH seeks to make changes to property taxes and state revenue limits. This budget assumes that Prop HH will pass meaning a reduction in property tax revenues.

Personnel Costs

- The County continues to face pressures to increase wages to remain competitive in this constrained and highly competitive labor market. No where is this more apparent than in the Sheriff's Office and 911 Dispatch.
- Next year health insurance rates will increase by 13% and dental insurance rates will increase by 8%.

Year over year inflation continues to be a challenge both in terms of expenses and personnel costs the Denver-Aurora-Lakewood Consumer Price Index increased 4.6% from July 2022 to July 2023.

We continue to have unprecedented opportunities from the Bipartisan Infrastructure Law and Infrastructure Reduction Act to address longstanding issues.

General Fund

BY ELECTED OFFICIAL

Fund Summary

	2023 Budgeted	2023 Projected	2024 Recommended
Beginning Balance	\$1,959,249	\$1,719,978	\$1,018,802
Revenues	\$6,001,408	\$7,480,453	\$7,254,159
Expenditures	\$6,955,126	\$8,181,629	\$7,252,462
Ending Balance	\$1,005,531	\$1,018,802	\$1,020,499

Fund Reserve Requirements

Combined Operational Reserve

Targeted: \$3,599,078

Actual: \$1,320,499

Difference: (\$2,278,579)

Working Capital Reserve Requirement Met

Fund Balance above \$636,346

Key Numbers

- \$300,000 TABOR Reserve
- \$589,000 in Debt Service
- \$600,000 in Transfers into the General Fund

General Fund Notes

This Proposed Budget includes a significant across the board cut in nonelected official personnel costs in the General Fund.

- Approximate to a 20% to 25% reduction in General Fund FTEs
- This budget shows this cut as being made equally across non-elected official personnel cuts. This is purely illustrative, in reality the County has to decide where services can be reduced and where efficiencies can be found.
- Year over year increases in insurance costs have made carrying a large number of full time FTEs more expensive.

In order to demonstrate compliance with the Court Order in Henry Solano v. Board of County Commissioners this presentation includes calculations for each financial department and elected official showing the recommended budget as a percentage of requested and baseline.

Unlike in previous years I have declined to amend requested budgets to account for missing information or personnel cost adjustments.

Board of County Commissioners

Department	2022 Actual	2023 Budgeted	2023 Projected	2024 Requested	2024 Recommended	% of Baseline	% of Request
Land Use and Building	\$262,606	\$278,698	\$251,819	\$293,216	\$214,756	77%	73%
Other Administration	\$898,186	\$300,660	\$761,481	\$491,902	\$524,824	175%	107%
Public Works	\$448,357	\$451,320	\$384,029	\$472,986	\$374,835	83%	79%
CSU Extension	\$41,932	\$0	\$0	\$0	\$0	N/A	N/A
Airport	\$135,350	\$127,268	\$115,549	\$134,400	\$134,400	106%	100%
Veterans	\$17,999	\$19,949	\$17,636	\$17,506	\$14,808	74%	85%
Administration	\$979,026	\$675,489	\$718,255	\$728,711	\$608,853	90%	84%
IT/GIS	\$171,028	\$142,637	\$216,336	\$201,047	\$184,472	129%	92%
Judicial Center	\$636,919	\$693,600	\$685,550	\$667,100	\$739,100	107%	111%
Economic Development	\$72,897	\$78,612	\$91,572	\$104,930	\$63,237	80%	60%
Total	\$3,664,300	\$2,768,233	\$3,242,227	\$3,111,798	\$2,859,285	103%	92%

County Clerk and Recorder

Recommended amount is heavily influenced by the across the board personnel reduction.

The recommended amount for Clerk and Recorder is 91% of baseline and 63% of request

The recommended amount for Elections is 115% of baseline and 94% of request

Total recommended amount is 95% of baseline and 67% of request

Department	Clerk and Recorder	Elections	Total
2022 Actual	\$343,833	\$81,899	\$425,732
2023 Budgeted	\$339,090	\$67,179	\$406,269
2023 Projected	\$411,219	\$73,000	\$484,219
2024 Requested	\$491,052	\$82,174	\$573,226
2024 Recommended	\$309,557	\$77,074	\$386,631

County Treasurer

The recommended amount for Treasurer is 105% of baseline and 83% of request

The recommended amount for Public Trustee is 98% of baseline and 98% of request

Total recommended amount is 104% of baseline and 83% of request

Department	Treasurer	Public Trustee	Total
2022 Actual	\$291,728	\$7,912	\$299,640
2023 Budgeted	\$255,111	\$14,245	\$269,356
2023 Projected	\$281,441	\$16,912	\$298,353
2024 Requested	\$323,776	\$14,245	\$338,021
2024 Recommended	\$267,336	\$13,970	\$281,306

County Assessor

Recommended amount is 89% of Baseline and 75% of Request

2022 Actual	\$351,576
2023 Budgeted	\$381,024
2023 Projected	\$379,421
2024 Requested	\$452,723
2024 Recommended	\$339,105

10/10/2023

3rd Judicial District Attorney's Office

The presented numbers are for the DA's office allocation and do not include utilities which remain budgeted at \$5,000

Recommended amount is 157% of baseline and 96% of requested.

2022 Actual	\$360,000
2023 Budgeted	\$415,320
2023 Projected	\$577,360
2024 Requested	\$674,725
2024 Recommended	\$650,400

10/10/2023 HUERFANO COUNTY FY24 PROPOSED BUDGET

Notes on the 3rd Judicial DA Funding

DA's budget submission did not include 2022 Actual financials or 2023 estimated financials as requested in the budget preparation memo. This makes it difficult to compare the DA's needs to other Elected Officials and Spending Agencies.

The County has increased the DA's budget from \$128,669 in 2018 to \$577,360 in 2023. An increase of approximately 349%. We continue to have no insight into how the DA has utilized this increase over time.

The Recommended Budget accepts the DA's personnel request and assumes compliance with the Court Order. However, verification and accountability are not possible as the DA has not supplied the case numbers needed to verify compliance, despite repeated requests from the County's attorneys.

County Sheriff

Department	2022 Actual	2023 Budgeted	2023 Projected	2024 Requested	2024 Recommended	% of Baseline	% of Request
Sheriff	\$1,089,368	\$1,387,462	\$1,865,870	\$258,860	\$1,200,276	87%	464%
Sheriff (City)	\$942,266	\$0	\$0	\$0	\$0	N/A	N/A
Jail	\$731,521	\$753,111	\$1,027,254	\$411,600	\$866,051	115%	210%
Law Enforcement Assistance	\$0	\$500	\$0	\$0	\$500	100%	N/A
Search and Rescue	\$0	\$0	\$0	\$35,700	\$25,700	N/A	72%
Total	\$2,763,155	\$2,141,073	\$2,893,124	\$706,160	\$2,092,527	98%	296%

County Coroner

Recommended amount is 123% of Baseline and 95% of Requested

2022 Actual	\$91,938
2023 Budgeted	\$91,719
2023 Projected	\$105,295
2024 Requested	\$119,688
2024 Recommended	\$113,209

10/10/2023

Las Animas-Huerfano Counties District Health Department

Recommended Amount is 107% of Baseline and 89% of Requested

2022 Actual	\$152,218
2023 Budgeted	\$210,000
2023 Projected	\$140,388
2024 Requested	\$252,000
2024 Recommended	\$225,000

10/10/2023

Major Funds

Road and Bridge Fund

	2023 Budgeted	2023 Projected	2024 Recommended
Beginning Balance	\$334,428	\$541,935	\$611,057
Revenues	\$2,573,328	\$3,004,999	\$2,991,284
Expenditures	\$2,614,589	\$2,393,943	\$2,635,971
Ending Balance	\$293,167 \$611,057		\$355,313
Working Capital Reserve Requirement	\$257,121		\$263,597

Special Projects Fund

	2023 Budgeted	2023 Projected	2024 Recommended
Beginning Balance	\$2,003,277	\$1,461,088	\$779,828
Revenues	\$2,661,199	\$4,155,666	\$2,131,298
Expenditures	\$3,927,568	\$4,836,926	\$2,855,590
Ending Balance	\$736,908	\$779,828	\$55,536

Parks and Recreation Fund

	2023 Budgeted	2023 Projected	2024 Recommended
Beginning Balance	\$8,272	\$43,204	\$22,404
Revenues	\$320,000	\$173,127	\$300,500
Expenditures	\$281,234	\$193,927	\$263,974
Ending Balance	\$47,038	\$22,404	\$58,930
Working Capital Reserve Requirement	\$28,285		\$26,397

P.I.L.T. Fund

	2023 Budgeted	2023 Projected	2024 Recommended
Beginning Balance	\$744,712	\$64,302	\$13,132
Revenues	\$550,000	\$613,236	\$600,000
Expenditures	\$853,000	\$664,406	\$588,500
Ending Balance	\$441,712	\$13,132	\$24,632

Public Welfare Fund

	2023 Budgeted	2023 Projected	2024 Recommended
Beginning Balance	\$381,587	\$490,314	\$628,895
Revenues	\$2,336,552	\$2,445,676	\$2,518,825
Expenditures	\$2,444,451	\$2,307,095	\$2,608,792
Ending Balance	\$273,688	\$628,895	\$538,928
Working Capital Reserve Requirement	\$243,692		\$260,879

Emergency Services Fund

	2023 Budgeted	2023 Projected	2024 Recommended
Beginning Balance	\$833,206	\$917,930	\$1,411,513
Revenues	\$1,000,652	\$1,313,512	\$1,350,000
Expenditures	\$1,484,401	\$819,929	\$1,962,112
Ending Balance	\$349,457 \$1,411,513		\$799,402
Working Capital Reserve Requirement	\$144,763		\$191,211

Disaster Recovery Fund

	2023 Budgeted	2023 Projected	2024 Recommended
Beginning Balance	\$1,501,161	\$1,161,767	\$995,293
Revenues	\$34,500	\$34,500	\$0
Expenditures	\$1,258,661	\$200,974	\$900,000
Ending Balance	\$277,000	\$995,293	\$95,293

Minor Funds

Recommended Budgets

Fund Name	Beginning Balance	Recommended Revenues	Recommended Expenditures	Ending Balance
Lodging Tax Tourism	\$62,914	\$85,000	\$112,790	\$35,124
Retirement	\$325,668	\$210,357	\$236,555	\$299,470
Contingency	\$37,960	\$200,000	\$237,960	\$0
Housing Authority	\$0	\$50,000	\$50,000	\$0
Conservation Trust	\$43,315	\$14,032	\$32,000	\$25,347
Federal Forest	\$77,540	\$18,405	\$95,945	\$0
Correctional Facility	\$0	\$0	\$0	\$0
Waste Transfer	\$13,551	\$131,900	\$138,303	\$7,148
Gardner PID	\$2,820	\$87,350	\$86,500	\$3,670
Asset Management	(\$82,081)	\$299,541	\$275,233	(\$57,773)

Minor Fund Notes

Retirement Fund

 Some concern about revenues exceeding expenditures in this fund, might be worth considering a transfer or reallocation of property tax in future years.

Contingency Fund

- Allocated Amount: \$237,960
- Targeted Amount: \$2,249,858.25 (25% of the Combined Expenditures of GF and R&B)

Correctional Facilities Enterprise

We expect to close the Correctional Facilities accounts by the end of 2023

Asset Management

 There is an error in the 2022 actuals that needs to be corrected. The fund balance is not negative.

Overall Notes

The County must generate additional revenues or cut expenses

- This has reached a point of concern where action needs to be taken for the 2024 budget.
- This likely means cuts to services or adjustments to county priorities to focus more on core services.
- I believe that there are efficiencies to be gained by combining or centralizing certain functions, adopting newer programs and technologies, and outsourcing non-critical services

This Budget includes a number of capital projects such as:

- Spanish Peaks Airfield Electrical Rehabilitation
- Retail Business Incubator Program
- CR 543 at Huerfano River Bridge Rehabilitation

Huerfano County

REVENUES AND EXPENDITURES - DETAIL GENERAL FUND

		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSED BUDGET
		2022	2023	2023	2023	2024
ENUES	3					
Non-Depar	rtmental 00000					
	001-00000-45000 - PROPERTY TAX	\$2,442,610	\$2,502,008	\$2,450,000		\$2,743,298
	001-00000-46001 - DEL/PERS B TAX APP	(\$111,160)	\$5,000	\$60,000		\$5,000
	001-00000-46003 - BACK TAX INT. APP.	\$1,415	\$1,500	\$67,000		\$1,500
	001-00000-46004 - CURRENT INT. APP.	\$9,216	\$3,250	\$3,050		\$3,000
	001-00000-46006 - SPEC. OWNERSHIP A	\$101,175	\$94,169	\$72,000		\$100,000
	001-00000-46007 - SPEC. OWNERSHIP B	\$172,646	\$140,000	\$80,000		\$170,000
	001-00000-46008 - BIA & LATE FILINGS	\$100	\$100	\$67		\$100
	001-00000-47001 - SALES TAX	\$608,384	\$500,000	\$575,000		\$600,000
	001-00000-47002 - VETERANS OFFICE	\$14,400	\$14,700	\$15,000		\$8,320
	001-00000-47003 - SHERIFF'S FEES	\$7,069	\$2,500	\$8,230		\$0
	001-00000-47004 - DIST. COURT FEES	\$1,114	\$200	\$1,762		\$1,000
	001-00000-47005 - EXCESS FEES	\$222,281	\$200,000	\$135,000		\$200,000
	001-00000-47006 - DOCUMENTARY FEE	\$17,944	\$10,000	\$8,761		\$10,000
	001-00000-47007 - P&Z BLDG. PERMITS	\$257,041	\$200,000	\$206,537		\$175,000
	001-00000-47010 - CONTRACTOR LIC.	\$39,306	\$25,000	\$27,737		\$25,000
	001-00000-47012 - LAND USE FEES	\$12,622	\$10,000	\$12,457		\$10,000
	001-00000-47013 - CIGARETTE TAX	\$1,551	\$800	\$1,224		\$800
	001-00000-47015 - XEROX COPIES	\$345	\$100	\$385		\$100

Report ID: BPLT07d4 **Operator:** *cyoung* 10/7/2023 5:40:06 PM Page 1 of 25

	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024	em t
001-00000-47017 - ADVERTISING	\$8,045	\$0	\$293	MUMU	\$0	
001-00000-47018 - RENT	\$1,500	\$1,500	\$0		\$0	
001-00000-47022 - CERTIF. OF TAX DUE	\$9,710	\$6,000	\$9,173		\$6,000	
001-00000-47024 - TRASH PERMITS	\$240	\$120	\$0		\$120	
001-00000-47025 - PROPERTY AND CASUALTY REFUND	\$5,916	\$0	\$0		\$0	
001-00000-47026 - WILDLIFE (HB 1331)	\$91	\$80	\$362		\$100	
001-00000-47027 - PARKS & RECREATION (HB1331)	\$199	\$160	\$0		\$0	
001-00000-47029 - CORONER REFUND	\$250	\$0	\$0		\$0	
001-00000-47030 - OTHER REFUNDS	\$440,332	\$0	\$150,899		\$0	
001-00000-47031 - FUEL SALES (AIRPORT)	\$122,903	\$125,000	\$41,254		\$0	
001-00000-47033 - AIRPORT TIE DOWN	\$0	\$0	\$0		\$0	
001-00000-47034 - SALE OF CO. PROP.	\$0	\$0	\$0		\$0	
001-00000-47035 - BONUS OF TAX SALES	\$39,240	\$0	\$0		\$0	
001-00000-47037 - HOUSING AUTHORITY	\$5,307	\$5,000	\$0		\$5,000	
001-00000-47038 - SALE OF ASSETS	\$0	\$0	\$1,133		\$0	
001-00000-47039 - LIQUOR LICENSES	\$2,750	\$500	\$800		\$600	
001-00000-47045 - SEVERANCE TAX	\$15,399	\$0	\$0		\$0	
001-00000-47047 - TRANSFER:FROM PILT FUND	\$0	\$0	\$0		\$0	
001-00000-47052 - TAX SALE & REDEMPTION	\$0	\$0	\$158,109		\$0	
001-00000-47062 - SPECIAL ASSESSMENT TO COUNTY	\$496	\$0	\$872		\$0	
001-00000-47080 - TREASURER FEE	\$215,286	\$200,000	\$244,526		\$275,000	
001-00000-47082 - SERVICE CHARGE	\$451	\$300	\$532		\$400	
001-00000-47084 - COMM. CNTR. GARDNER	\$0	\$0	\$0		\$0	
001-00000-47089 - AIRCRAFT FEES	\$528	\$500	\$4,569		\$0	
001-00000-47093 - HOUSING INMATES	\$8,432	\$0	\$2,017		\$0	_

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item 5c.
001-00000-47102 - TELE. COMMISSION	\$311	\$0	\$128		\$0)
001-00000-47121 - SEARCH AND RESCUE	\$22,072	\$0	\$0		\$0)
001-00000-47123 - TRANS. MOTOR VEH REFUND	\$0	\$0	\$0		\$0)
001-00000-47126 - INMATE MED/DEN CO-PAY	\$0	\$0	\$0		\$0)
001-00000-47129 - CLERK (MAPS)	\$321	\$250	\$667		\$250)
001-00000-47134 - CDOT EXCISE TX REFUND AIRPOR	\$1,071	\$0	\$978		\$0)
001-00000-47135 - TAX REFUND	\$11,372	\$1,500	\$9,287		\$1,500)
001-00000-47146 - DUI/DRUG REIMBURSEMENT	\$3,219	\$1,000	\$1,808		\$1,000)
001-00000-47151 - AUDITOR ADJUSTMENT	\$0	\$0	\$2,998		\$0)
001-00000-47152 - ABATEMENT (RECOUP)	\$4,415	\$6,000	\$5,777		\$6,000)
001-00000-47153 - ABATEMENT (RECOUP) INTEREST	\$17	\$60	\$7		\$60	1
001-00000-47154 - CLEARING ACCOUNT	\$18,947	\$0	\$58,607		\$0)
001-00000-47156 - TREASURER DEED SURPLUS	\$0	\$0	\$0		\$0)
001-00000-47160 - TREASURER CASH LONG	\$37	\$0	\$30		\$0)
001-00000-47162 - INSUFFICIENT RECOVERY FUND	\$11,588	\$2,000	\$41		\$2,000	<u> </u>
001-00000-47164 - MISC/RECEIPT	\$1,200	\$1,000	\$1,467		\$1,000	<u> </u>
001-00000-47167 - TREAS/DEED APPLICATION FEE	\$41,396	\$18,000	\$31,369		\$10,000	<u> </u>
001-00000-47168 - COUNTY ASSESSOR/XEROX COPIES	\$2,738	\$2,000	\$1,369		\$2,000	1
001-00000-47169 - SHERIFF/DETENTION GRANTS	\$136,234	\$100,000	\$116,145		\$0)
001-00000-47173 - SAMPSON FUND	\$1,483	\$0	\$0		\$0)
001-00000-47174 - DELINQUENT ABATEMENT TAX	\$115	\$110	\$3,458		\$110)
001-00000-47175 - DELINQUENT ABATEMENT INT	\$33	\$15	\$1,245		\$15	
001-00000-47177 - TAX SALE LISTING BUYER FEE	\$0	\$0	\$0		\$0)
001-00000-47178 - TD 1000 NON-FILING PENALTY	\$0	\$0	\$0		\$0)
001-00000-47179 - COMMISSARY-SHERIFF	\$3,494	\$8,000	\$12,659		\$0)

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item 5c.
001-00000-47180 - HOMELAND SECURITY GRANT	\$0	\$0	\$59,236		\$0	1
001-00000-47181 - CO-CLERK/NO PROOF OF INS	\$771	\$500	\$240		\$500	
001-00000-47185 - ELECTION REIMBURSEMENT	\$41,016	\$15,000	\$12,828		\$0	
001-00000-47190 - INMATE FEES	\$560	\$700	\$4,000		\$0	<u> </u>
001-00000-47207 - CO CLERK VEH/REG LATE FEE	\$13,070	\$7,000	\$13,133		\$800	
001-00000-48000 - INTEREST EARNED	\$40,749	\$0	\$169,714		\$100,000	
001-00000-49046 - TRANS:FROM SPECIAL PROJ. FUN	\$0	\$300,000	\$0		\$0	
001-00000-49055 - GIS DATA	\$1,600	\$500	\$0		\$0	
001-00000-49070 - COURT SECURITY GRANT REIMBUR	\$25,283	\$40,786	\$55,899		\$0	
001-00000-49079 - PAYMENT FROM ESF(RENT-UTIL)	\$0	\$0	\$0		\$0	
001-00000-49080 - TRANS FROM EMER/SERVICES	\$0	\$400,000	\$400,000		\$600,000	
001-00000-49083 - EMERG/SERVICE FEE COLLECTED	\$408	\$0	\$1,128		\$0	
001-00000-49094 - TOWER RENT	\$11,250	\$16,000	\$5,600		\$16,000	<u> </u>
001-00000-49209 - PUBLIC TRUSTEE REIMBURSEMENT	\$12,500	\$6,000	\$5,333		\$12,500	
001-00000-49222 - MARIJUANA EXCISE TAX	\$258,136	\$50,000	\$140,000		\$150,000	
001-00000-49223 - GIS MAPS	\$0	\$0	\$0		\$0	<u> </u>
001-00000-49226 - REGIONAL BUILDING AUTHORITY	\$0	\$0	\$0		\$0	
001-00000-49247 - CITY OF WALSENBURG (POLICE)	\$654,368	\$0	\$634,539		\$356,928	
001-00000-49253 - COLLECTIONS (SPRHC)	\$939	\$0	\$1,728		\$0	
001-00000-49259 - GBMJ 17 014 PAYMENT	\$59,488	\$5,000	\$0		\$0	
001-00000-49275 - RENTAL DEP. CUCHARA MTN PARK	\$0	\$0	\$0		\$0	<u> </u>
001-00000-49276 - NOTARY FEES	\$2,120	\$500	\$260		\$0	<u> </u>
001-00000-49277 - MARIJUANA EXISE TAX (OTHER)	\$1,305	\$1,000	\$7,984		\$2,000	
001-00000-49282 - CDPHE/COLO CORONERS GRANT	\$0	\$0	\$0		\$0	<u> </u>
001-00000-49285 - DISASTER REC MANAGER GRANT	\$0	\$0	\$0		\$0	<u> </u>

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		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSE BUDGET
		2022	2023	2023	2023	2024
	001-00000-49289 - AIRPORT REFRESHMENT REIMBURS	\$0	\$0	\$0		\$0
	001-00000-49292 - JUDICIAL CENTER SALES TAX	\$1,391,995	\$950,000	\$1,200,000		\$0
	001-00000-49306 - NFPA ASIP TRAINING	\$0	\$0	\$0		\$0
	001-00000-49309 - COLO AERONAUTICS REIMBURSEME	\$0	\$0	\$0		\$0
	001-00000-49311 - CARES AIRPORT GRANT	\$0	\$0	\$0		\$0
	001-00000-49321 - CARES ELECTION JUDGE	\$0	\$0	\$0		\$0
	001-00000-49333 - FAA/ARPA AIRPORT GRANT	\$10,118	\$0	\$0		\$0
	001-00000-49337 - DOLA GRANT SAR-21013	\$0	\$0	\$0		\$0
	001-00000-49338 - SO BODY CAM GRANT	\$30,081	\$0	\$0		\$0
	001-00000-49341 - ACRGP AIRPORT GRANT	\$12,067	\$0	\$0		\$0
	001-00000-49364 - TRANSFER FROM WTS FUND	\$0	\$20,000	\$20,000		\$0
	001-00000-49366 - CDOTA AIP PLANNING GRANT	\$0	\$0	\$0		\$0
	001-00000-49385 - TRANS/FROM CONTINGENCY	\$0	\$0	\$162,040		\$0
	Total Non-Departmental 00000	\$7,503,019	\$6,001,408	\$7,480,453		\$5,603,001
on-Depa	rtmental 40250					
	001-40250-47185 - ELECTION REIMBURSEMENT	\$0	\$0	\$0		\$40,000
	Total Non-Departmental 40250					\$40,000
on-Depa	rtmental 42110					
	001-42110-47003 - CIVIL PROCESS FEES	\$0	\$0	\$0		\$2,500
	001-42110-47210 - CRIMINAL PROCESS/DA FEES	\$0	\$0	\$0		\$2,500
	001-42110-49070 - COURT SECURITY GRANT REIMBUR	\$0	\$0	\$0		\$48,458
	Total Non-Departmental 42110				 -	\$53,458
on-Depa	rtmental 42120					
	001-42120-47093 - HOUSING INMATES	\$0	\$0	\$0		\$1,000
	001-42120-47169 - Jail Based Behavioral Health	\$0	\$0	\$0		\$180,000

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET
001-42120-47179 - COMMISSARY-SHERIFF	\$0	\$0	\$0	2023	\$8,000
001-42120-47190 - INMATE FEES	\$0	\$0	\$0		\$1,000
Total Non-Departmental 4212	20 \$0			 -	\$190,000
Non-Departmental 42135					
001-42135-47121 - SEARCH AND RESCUE	\$0	\$0	\$0		\$25,700
Total Non-Departmental 4213	35 \$0				\$25,700
Non-Departmental 46400					
001-46400-47031 - FUEL SALES (AIRPORT)	\$0	\$0	\$0		\$120,000
001-46400-47033 - AIRPORT TIE DOWN	\$0	\$0	\$0		\$0
001-46400-47089 - AIRCRAFT FEES	\$0	\$0	\$0		\$2,000
001-46400-47134 - CDOT EXCISE TX REFUND AIRPOR	\$0	\$0	\$0		\$0
001-46400-49289 - AIRPORT REFRESHMENT REIMBURS	\$0	\$0	\$0		\$0
Total Non-Departmental 4640	00 \$0				\$122,000
Non-Departmental 47900					
001-47900-49234 - BEST AND BRIGHTEST GRANT	\$0	\$0	\$0		\$20,000
Total Non-Departmental 4790		\$0			\$20,000
Non-Departmental 50200					
001-50200-49292 - JUDICIAL CENTER SALES TAX	\$0	\$0	\$0		\$1,200,000
Total Non-Departmental 5020					\$1,200,000
BTOTAL REVENUES	\$7,503,019	\$6,001,408	\$7,480,453		\$7,254,159
GINNING UNRESTRICTED CASH					
Non-Departmental					
Total Non-Departmental	\$2,403,437	\$1,719,978	\$1,719,978	 -	\$1,018,802
TAL SOURCES OF FUNDS	\$9,906,457	\$7,721,386	\$9,200,431		\$8,272,961

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		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSEL BUDGET
		2022	2023	2023	2023	2024
DEPARTMI	ENT					
LAND US	E AND BUILDING 40124					
	001-40124-51110 - SALARIES (EMP)	\$160,989	\$189,500	\$175,802		\$151,269
	001-40124-51161 - OASI (EMP)	\$9,967	\$11,749	\$10,900		\$9,379
	001-40124-51162 - MEDICARE (EMP)	\$2,331	\$2,748	\$2,549		\$2,193
	001-40124-51164 - INSURANCE(CCI/CO-OP)	\$33,518	\$42,463	\$39,393		\$26,397
	001-40124-51165 - INSURANCE (DENTAL)	\$1,824	\$2,129	\$1,975		\$1,186
	001-40124-51168 - INSURANCE (LIFE)	\$0	\$159	\$148		\$82
	001-40124-51210 - OFFICE SUPPLIES	\$3,782	\$2,500	\$1,780		\$2,500
	001-40124-51220 - OPERATING SUPPLIES	\$0	\$0	\$133		\$0
	001-40124-51306 - REF & DED	\$10,150	\$8,500	\$5,788		\$6,000
	001-40124-51310 - PROFESSIONAL SERVICES	\$24,435	\$3,000	\$0		\$0
	001-40124-51321 - TELEPHONE	\$965	\$850	\$716		\$850
	001-40124-51322 - POSTAGE	\$0	\$0	\$0		\$0
	001-40124-51327 - GUIDES AND CODES	\$762	\$600	\$719		\$600
	001-40124-51330 - TRAVEL & TRANSPORTATION	\$3,679	\$3,900	\$2,368		\$3,000
	001-40124-51335 - FUEL REIMBURSEMENT	\$2,391	\$950	\$1,503		\$1,500
	001-40124-51336 - DEPARTMENT UNIFORMS	\$0	\$200	\$0		\$200
	001-40124-51350 - PRINTING	\$0	\$500	\$0		\$500
	001-40124-51380 - REPAIRS/MAINTENANCE	\$814	\$600	\$1,178		\$600
	001-40124-51384 - BOARD COMPENSATION	\$2,163	\$2,500	\$2,453		\$2,500
	001-40124-51392 - RENTAL OF EQUIP/FIXTURES	\$0	\$0	\$0		\$0
	001-40124-51420 - DUES & MEETINGS	\$2,275	\$3,000	\$2,416		\$3,000
	001-40124-51457 - CELLULAR PHONE SERVICE	\$1,225	\$900	\$875		\$900
	001-40124-51670 - PROFESSIONAL SERVICES(OTHER)	\$0	\$500	\$0	 _	\$0

AMENDED

PROJECTED

UNAUDITED

Item 5c.

PROPOSE

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		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSE BUDGET	n 50
		2022	2023	2023	2023	2024	
	001-40124-51685 - REGIONAL BLDG. AUTHORITY	\$0	\$0	\$0		\$0	
	001-40124-51774 - CODE ENFORCEMENT	\$593	\$350	\$388		\$1,000	
	001-40124-51777 - TRAIN DEPOT	\$0	\$0	\$0		\$0	
	001-40124-51814 - LEASE AGREEMENT	\$743	\$1,100	\$735		\$1,100	
	001-40124-52000 - CAPITAL OUTLAY	\$0	\$0	\$0		\$0	
	Total LAND USE AND BUILDING 40124	\$262,606	\$278,698	\$251,819		\$214,756	
OTHER A	DMINISTRATION 40127						
	001-40127-51301 - PROP & CASUALTY INS	\$131,580	\$140,000	\$160,000		\$170,000	
	001-40127-51303 - AUDITOR	\$14,000	\$10,000	\$19,467		\$10,000	
	001-40127-51304 - ADVERTISING AND PROMOTION	\$407	\$0	\$10,113		\$65,000	
	001-40127-51305 - PUBLISHING	\$23,509	\$8,000	\$11,010		\$8,000	
	001-40127-51306 - REF & DED	\$0	\$0	\$0		\$0	
	001-40127-51308 - BANK CHARGES	\$2,966	\$1,800	\$3,282		\$2,000	
	001-40127-51310 - PROFESSIONAL SERVICES	\$74,299	\$0	\$288,291		\$80,000	
	001-40127-51319 - REFUNDS & ABATEMENTS	\$12,100	\$9,929	\$9,524		\$4,674	
	001-40127-51320 - TREASURER FEE	\$12,083	\$0	\$10,506		\$0	
	001-40127-51322 - POSTAGE	\$13,816	\$14,000	\$12,246		\$4,000	
	001-40127-51392 - RENTAL OF EQUIP/FIXTURES	\$0	\$0	\$0		\$0	
	001-40127-51393 - TRAINING	\$16,515	\$0	\$355		\$10,000	
	001-40127-51401 - IRS TAX DUE	\$0	\$0	\$567		\$0	
	001-40127-51446 - CWCP	\$55,464	\$60,000	\$70,240		\$60,000	
	001-40127-51447 - UNEMPLOYMENT TAX	\$4,970	\$10,000	\$5,278		\$10,000	
	001-40127-51581 - CLEARING ACCOUNT	\$18,947	\$0	\$58,607		\$0	
	001-40127-51590 - TRES/DEED DISBURSEMENT	\$40,936	\$26,000	\$23,543		\$35,000	
	001-40127-51592 - INSUFFICIENT FUNDS	\$9,965	\$15,000	\$108		\$10,000	

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2022		2023	2023	BUDGET 2024	
001-40127-51608 - STEP AND GRADE \$0	2023 \$0	\$0	2020	\$0	<u> </u>
001-40127-51645 - ATTORNEY (OTHER EXP) \$1,654	\$0	\$0		\$0	
001-40127-51680 - COMPUTER/TT \$0	\$0	\$5,540		\$0	
001-40127-51732 - CREDIT CARD ADJUSTMENT \$0	\$0	\$0		\$0	
001-40127-51759 - PREEMPLOYMENT DRUG TESTING \$2,030	\$1,000	\$2,645		\$3,000	
001-40127-51760 - PRE-EMPLOY BACKGROUND CHECK \$111	\$150	\$133		\$150	
001-40127-51798 - BUILDING RENTALS \$3,000	\$0	\$0		\$0	
001-40127-51814 - LEASE AGREEMENT \$17,143	\$0	\$65,915		\$50,000	
001-40127-51859 - TRAINING \$523	\$0	\$0		\$0	
001-40127-51911 - Market Fluctuations \$112,085	\$0	\$0		\$0	
001-40127-51913 - Employee Assistance Program \$0	\$0	\$4,111		\$3,000	
001-40127-52000 - CAPITAL OUTLAY \$330,084	\$0	\$0		\$0	
Total OTHER ADMINISTRATION 40127 \$898,186	\$295,879	\$761,481		\$524,824	_
CLERK AND RECORDER 40210					_
001-40210-51100 - SALARIES (OFF) \$55,621	\$63,443	\$63,443		\$63,443	
001-40210-51110 - SALARIES (EMP) \$190,051	\$187,998	\$256,342		\$155,179	
001-40210-51160 - OASI (OFF) \$2,249	\$3,933	\$3,933		\$3,933	
001-40210-51161 - OASI (EMP) \$12,970	\$11,656	\$8,225		\$2,250	
001-40210-51162 - MEDICARE (EMP) \$3,033	\$2,726	\$920		\$2,250	
001-40210-51164 - INSURANCE(CCI/CO-OP) \$48,563	\$39,035	\$39,035		\$44,543	
001-40210-51165 - INSURANCE (DENTAL) \$2,964	\$2,320	\$4,823		\$2,072	
001-40210-51168 - INSURANCE (LIFE) \$0	\$199	\$199		\$136	
001-40210-51172 - MEDICARE (OFF) \$526	\$920	\$920		\$920	
001-40210-51210 - OFFICE SUPPLIES \$3,288	\$2,000	\$3,200		\$3,000	
001-40210-51310 - PROFESSIONAL SERVICES \$0	\$600	\$0		\$500	

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101-40210-51321-TELEPHONE 5965 53,079 53
001-40210-51322 - POSTAGE
001-40210-51330 - TRAVEL & TRANSPORTATION \$786 \$600 \$2,000 \$3,000 \$3,000 \$001-40210-51335 - FUEL REIMBURSEMENT \$0 \$200 \$0 \$250 \$001-40210-51380 - REPAIRS/MAINTENANCE \$108 \$1,000 \$1,500 \$1,000 \$17,400 \$100-51380 - MAINTENANCE CONTRACT \$17,400 \$12,180 \$17,000 \$17,000 \$17,400 \$17,400 \$100-51383 - MAINTENANCE CONTRACT \$17,400 \$12,180 \$17,000 \$1,600 \$1,600 \$1,600 \$1,600 \$1,600 \$1,600 \$1,600 \$1,600 \$1,600 \$1,600 \$1,600 \$1,600 \$1,000 \$
001-40210-51335 - FUEL REIMBURSEMENT \$0 \$200 \$0 \$0 \$250 \$0 \$0 \$250 \$0 \$0 \$250 \$0 \$0 \$250 \$0 \$0 \$0 \$250 \$0 \$0 \$0 \$250 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
001-40210-51380 - REPAIRS/MAINTENANCE
001-40210-51383 - MAINTENANCE CONTRACT \$17,400 \$12,180 \$17,000 \$17,400 001-40210-51420 - DUES AND MEETINGS \$957 \$1,200 \$1,600 \$1,600 001-40210-51814 - LEASE AGREEMENT \$0 \$0 \$0 \$0 001-40210-52000 - CAPITAL OUTLAY \$0 \$0 \$0 \$0 Total CLERK AND RECORDER 40210 \$343,833 \$338,090 \$411,219 \$309,557 ELECTIONS 40250 001-40250-51110 - SALARIES (EMP) \$16,169 \$8,000 \$10,000 \$12,400 001-40250-51210 - OFFICE SUPPLIES \$3,238 \$1,500 \$3,000 \$2,000
001-40210-51420 - DUES AND MEETINGS \$957 \$1,200 \$1,600 \$1,600
001-40210-51814 - LEASE AGREEMENT
001-40210-52000 - CAPITAL OUTLAY
Total CLERK AND RECORDER 40210 \$343,833 \$338,090 \$411,219 \$309,557 ELECTIONS 40250 40250-51110 - SALARIES (EMP) \$16,169 \$8,000 \$10,000 \$12,400 001-40250-51210 - OFFICE SUPPLIES \$3,238 \$1,500 \$3,000 \$2,000
ELECTIONS 40250 001-40250-51110 - SALARIES (EMP) \$16,169 \$8,000 \$10,000 \$12,400 001-40250-51210 - OFFICE SUPPLIES \$3,238 \$1,500 \$3,000 \$2,000
001-40250-51110 - SALARIES (EMP) \$16,169 \$8,000 \$10,000 \$12,400 001-40250-51210 - OFFICE SUPPLIES \$3,238 \$1,500 \$3,000 \$2,000
001-40250-51210 - OFFICE SUPPLIES \$3,238 \$1,500 \$3,000 \$2,000
001-40250-51310 - PROFESSIONAL SERVICES \$0 \$0 \$0 \$0
001-40250-51322 - POSTAGE \$213 \$2,500 \$2,500 \$2,500
001-40250-51330 - TRAVEL & TRANSPORTATION \$341 \$2,000 \$2,500 \$2,500
001-40250-51380 - REPAIRS AND MAINTENANCE \$6,510 \$5,000 \$5,000 \$5,000 \$5,000
001-40250-51383 - MAINTENANCE CONTRACT \$0 \$0 \$0 \$0
001-40250-51392 - RENTAL OF EQUIP/FIXTURES \$0 \$2,000 \$2,000 \$2,000 \$2,000
001-40250-51615 - ELECTION EQUIPMENT \$29,679 \$23,179 \$28,000 \$30,674
001-40250-51788 - BALLOT PRINTING & SERVICES \$25,749 \$20,000 \$20,000 \$20,000 \$20,000
Total ELECTIONS 40250 \$81,899 \$64,179 \$73,000 \$77,074
TREASURER 40300
001-40300-51100 - SALARIES (OFF) \$55,621 \$63,443 \$55,722 \$63,443
001-40300-51110 - SALARIES (EMP) \$123,288 \$88,074 \$121,474 \$100,750

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item
001-40300-51160 - OASI (OFF)	\$2,249	\$3,933	\$3,933		\$3,933	
001-40300-51161 - OASI (EMP)	\$9,016	\$5,461	\$5,461		\$6,247	
001-40300-51162 - MEDICARE (EMP)	\$2,109	\$1,277	\$1,277		\$1,461	
001-40300-51164 - INSURANCE(CCI/CO-OP)	\$36,125	\$31,028	\$31,028		\$25,571	
001-40300-51165 - INSURANCE (DENTAL)	\$2,122	\$1,899	\$1,899		\$1,479	
001-40300-51168 - INSURANCE (LIFE)	\$0	\$120	\$120		\$82	
001-40300-51172 - MEDICARE (OFF)	\$526	\$920	\$920		\$920)
001-40300-51210 - OFFICE SUPPLIES	\$4,895	\$3,000	\$3,000		\$2,500	
001-40300-51304 - ADVERTISING AND PROMOTION	\$0	\$0	\$100		\$0)
001-40300-51321 - TELEPHONE	\$965	\$1,500	\$1,500		\$1,500	
001-40300-51322 - POSTAGE	\$16,426	\$10,600	\$11,222		\$12,000	
001-40300-51330 - TRAVEL & TRANSPORTATION	\$2,666	\$3,000	\$3,000		\$2,500	
001-40300-51335 - FUEL REIMBURSEMENT	\$172	\$250	\$250		\$700	
001-40300-51350 - PRINTING	\$1,776	\$3,000	\$3,000		\$3,000	
001-40300-51383 - MAINTENANCE CONTRACT	\$309	\$350	\$350		\$420	
001-40300-51392 - RENTAL OF EQUIP/FIXTURES	\$0	\$0	\$0		\$0)
001-40300-51420 - DUES & MEETINGS	\$750	\$1,370	\$1,400		\$1,800	
001-40300-51589 - CASH/SHORT	\$0	\$30	\$30		\$30	
001-40300-51814 - LEASE AGREEMENT	\$32,714	\$35,756	\$35,756		\$39,000	
001-40300-52000 - CAPITAL OUTLAY	\$0	\$0	\$0		\$0	
Total TREASURER 40300	\$291,728	\$255,011	\$281,441		\$267,336	
PRUSTEE 40350				-		
001-40350-51110 - SALARIES (EMP)	\$3,000	\$0	\$2,667		\$0)
001-40350-51115 - SALARIES(PUBLIC TRUSTEE)	\$0	\$12,500	\$12,500		\$12,500	
001-40350-51160 - OASI (OFF)	\$0	\$0	\$0		\$0)

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		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSEL BUDGET	tem 50
	001-40350-51163 - OASI (PUBLIC TRUSTEE)	2022 \$248	2023 \$775	2023 \$775	2023	2024 \$775	•
	001-40350-51164 - INSURANCE(HEA/RML)	\$578	\$738	\$738		\$480	_
	001-40350-51165 - INSURANCE (DENTAL)	\$29	\$51	\$51		\$33	_
	001-40350-51168 - INSURANCE (LIFE)	\$0	\$0	\$0		\$0	_
		\$0	\$0	\$0		\$0	_
	001-40350-51172 - MEDICARE (OFF)	·	·				_
	001-40350-51173 - MEDICARE (PUBLIC TRUSTEE)	\$4,058	\$181	\$181	 .	\$181	-
	Total PUBLIC TRUSTEE 40350	\$7,912	\$14,245	\$16,912		\$13,970	•
ASSESSOR		¢55.601	Ф <i>С</i> 2.442	ф г о 200		ФC2 442	
	001-40400-51100 - SALARIES (OFF)	\$55,621	\$63,443	\$58,388		\$63,443	_
	001-40400-51110 - SALARIES (EMP)	\$146,484	\$156,663	\$156,075		\$125,057	_
	001-40400-51160 - OASI (OFF)	\$2,249	\$3,933	\$0		\$3,933	_
	001-40400-51161 - OASI (EMP)	\$10,267	\$9,713	\$12,885		\$7,754	_
	001-40400-51162 - MEDICARE (EMP)	\$2,401	\$2,272	\$3,014		\$1,813	
	001-40400-51164 - INSURANCE(CCI/CO-OP)	\$46,168	\$50,470	\$55,620		\$32,996	
	001-40400-51165 - INSURANCE (DENTAL)	\$2,451	\$2,509	\$2,424		\$1,524	_
	001-40400-51168 - INSURANCE (LIFE)	\$0	\$199	\$0		\$95	_
	001-40400-51172 - MEDICARE (OFF)	\$526	\$920	\$0		\$920	_
	001-40400-51210 - OFFICE SUPPLIES	\$2,488	\$3,000	\$2,237		\$4,000	_
	001-40400-51304 - ADVERTISING AND PROMOTION	\$0	\$0	\$0		\$0	_
	001-40400-51310 - PROFESSIONAL SERVICES	\$25,200	\$30,000	\$25,200		\$30,000	_
	001-40400-51312 - CERTIFICATION FEES	\$0	\$500	\$120		\$828	_
	001-40400-51321 - TELEPHONE	\$1,929	\$2,071	\$1,815		\$2,071	_
	001-40400-51322 - POSTAGE	\$2,750	\$6,600	\$8,267		\$2,700	_
	001-40400-51330 - TRAVEL & TRANSPORTATION	\$1,897	\$3,000	\$624		\$3,000	_
	001-40400-51335 - FUEL REIMBURSEMENT	\$918	\$1,100	\$1,054		\$1,500	_
							_

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024
001-40400-51350 - PRINTING	\$2,394	\$2,400	\$3,977		\$4,000
001-40400-51380 - REPAIRS/MAINTENANCE	\$425	\$1,200	\$1,147		\$1,500
001-40400-51383 - MAINTENANCE CONTRACT	\$366	\$372	\$370		\$412
001-40400-51392 - RENTAL OF EQUIP/FIXTURES	\$0	\$0	\$0		\$0
001-40400-51420 - DUES AND MEETINGS	\$1,895	\$3,200	\$3,076		\$4,000
001-40400-51814 - LEASE AGREEMENT	\$34,947	\$37,358	\$29,528		\$37,358
001-40400-52000 - CAPITAL OUTLAY	\$10,200	\$0	\$13,600		\$10,200
Total ASSESSOR 40400	\$351,576	\$380,924	\$379,421		\$339,105
001-40600-51110 - SALARIES (EMP)	\$229,035	\$198,066	\$169,558		\$184,880
001-40600-51161 - OASI (EMP)	\$14,185	\$12,280	\$12,500		\$11,463
001-40600-51162 - MEDICARE (EMP)	\$3,317	\$2,872	\$5,000		\$2,681
001-40600-51164 - INSURANCE(CCI/CO-OP)	\$56,064	\$41,463	\$50,000		\$34,172
001-40600-51165 - INSURANCE (DENTAL)	\$3,046	\$2,012	\$2,500		\$1,657
001-40600-51168 - INSURANCE (LIFE)	\$0	\$159	\$50		\$82
001-40600-51220 - OPERATING SUPPLIES	\$3,825	\$7,000	\$7,000		\$7,000
001-40600-51310 - PROFESSIONAL SERVICES	\$16,278	\$12,000	\$12,000		\$12,000
001-40600-51311 - SEWER/WATER/TRASH	\$4,686	\$5,000	\$7,500		\$7,500
001-40600-51321 - TELEPHONE C/CENTER (W)	\$169	\$0	\$0		\$0
001-40600-51323 - TELEPHONE G.C CNTR	\$308	\$700	\$1,000		\$1,000
001-40600-51330 - TRAVEL & TRANSPORTATION	\$0	\$0	\$21		\$0
001-40600-51335 - FUEL REIMBURSEMENT	\$6,362	\$2,000	\$6,200		\$6,500
001-40600-51342 - CONTRACT PAY/NO BENEFITS	\$0	\$0	\$0		\$0
001-40600-51370 - UTILITIES	\$73,466	\$76,000	\$76,000		\$76,000
001-40600-51380 - REPAIRS/MAINTENANCE	\$21,987	\$15,000	\$20,000		\$15,000

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item 5c.
001-40600-51381 - REPAIRS/REMODELING	\$4,018	\$0	\$1,500		\$1,500	
001-40600-51382 - EQUIPMENT & FIXTURES	\$3,175	\$1,500	\$2,000		\$2,000	
001-40600-51457 - CELLULAR SERVICE	\$2,617	\$2,900	\$2,700		\$2,900	
001-40600-51627 - FIESTA PARK/CONCESSIONS	\$0	\$0	\$0		\$0	
001-40600-51773 - CSWD (UTILITY)	\$5,023	\$6,000	\$6,000		\$6,000	
001-40600-51815 - EQUIPMENT REPAIRS	\$783	\$2,000	\$2,000		\$2,000	
001-40600-51816 - WASHINGTON SCHOOL	\$0	\$0	\$0		\$0	
001-40600-51817 - MINING MUSEUM	\$12	\$500	\$500		\$500	
001-40600-51853 - UTILITIES JUDICIAL	\$0	\$0	\$0		\$0	
001-40600-51854 - JUDICIAL TELEPHONE	\$0	\$0	\$0		\$0	
Total PUBLIC WORKS 40600	\$448,357	\$387,452	\$384,029		\$374,835	
DISTRICT ATTORNEY 41510						_
001-41510-51324 - D.A. PAYMENTS	\$360,000	\$415,320	\$415,320		\$650,400	
001-41510-51325 - D. A. SUPPLEMENTS	\$0	\$0	\$162,040		\$0	
001-41510-51370 - UTILITIES	\$3,998	\$5,000	\$4,403		\$5,000	
Total DISTRICT ATTORNEY 41510	\$363,998	\$420,320	\$581,763		\$655,400	_
SHERIFF 42110						_
001-42110-51100 - SALARIES (OFF)	\$53,470	\$85,016	\$65,280		\$85,016	
001-42110-51110 - SALARIES (EMP)	\$577,897	\$865,639	\$1,265,092		\$702,754	
001-42110-51160 - OASI (OFF)	\$2,260	\$5,271	\$0		\$5,271	
001-42110-51161 - OASI (EMP)	\$38,297	\$53,659	\$80,451		\$43,571	
001-42110-51162 - MEDICARE (EMP)	\$8,179	\$12,377	\$18,815		\$10,190	
001-42110-51164 - INSURANCE(CCI/CO-OP)	\$103,379	\$172,008	\$171,969		\$174,513	
001-42110-51165 - INSURANCE (DENTAL)	\$22,475	\$9,911	\$8,467		\$8,466	
001-42110-51168 - INSURANCE (LIFE)	\$0	\$14	\$0		\$403	

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item 5c.
001-42110-51172 - MEDICARE (OFF)	\$529	\$1,233	\$0		\$1,233	
001-42110-51210 - OFFICE SUPPLIES	\$1,313	\$3,000	\$1,918		\$0	
001-42110-51220 - OPERATING SUPPLIES	\$2,311	\$1,500	\$2,749		\$5,000	
001-42110-51310 - PROFESSIONAL SERVICES	\$4,225	\$1,000	\$5,000		\$2,100	
001-42110-51312 - CERTIFICATION FEES	\$10	\$60	\$0		\$60	
001-42110-51321 - TELEPHONE	\$4,690	\$3,325	\$3,949		\$4,100	
001-42110-51327 - GUIDES AND CODES	\$866	\$350	\$2,320		\$1,500	
001-42110-51330 - TRAVEL & MEALS	\$723	\$1,500	\$1,416		\$3,500	
001-42110-51335 - FLEET FUEL	\$39,535	\$20,000	\$53,000		\$40,000	
001-42110-51336 - DEPT UNIFORMS/DUTY GEAR	\$1,497	\$1,800	\$7,025		\$20,000	
001-42110-51342 - CONTRACT PAY/JUDICAL SEC	\$0	\$0	\$300		\$600	
001-42110-51380 - REPAIRS/MAINTENANCE	\$19,172	\$15,000	\$75,770		\$40,000	
001-42110-51382 - REP. EQUIP/FIXTURES	\$30	\$200	\$380		\$500	
001-42110-51393 - TRAINING	\$11,549	\$15,000	\$14,016		\$15,000	
001-42110-51420 - DUES AND MEETINGS	\$3,593	\$4,000	\$5,892		\$6,000	
001-42110-51440 - FIRE FIGHTING/MEMBERSHIP DUES	\$3,435	\$4,000	\$4,000		\$4,000	
001-42110-51457 - CELLULAR/DATA SERVICES	\$7,986	\$5,100	\$7,121		\$7,500	
001-42110-51498 - SEARCH & RESCUE	\$6,904	\$2,000	\$891		\$0	
001-42110-51500 - EQUIPMENT/TASERS	\$11,078	\$3,000	\$18,606		\$17,000	
001-42110-51551 - VEHICLE	\$1,130	\$0	\$18,884		\$0	
001-42110-51711 - PRINCIPAL ON LEASE PURCHASE	\$22,613	\$0	\$17,000		\$0	
001-42110-51712 - INTEREST ON LEASE PURCHASE	\$0	\$0	\$0		\$0	
001-42110-51770 - HOMELESS TRANSIENT FUNDS	\$919	\$1,500	\$500		\$2,000	
001-42110-51774 - CODE ENFORCEMENT	\$0	\$0	\$0		\$0	
001-42110-51804 - GBMJ (UNSPENT FUNDS)	\$0	\$0	\$0		\$0	

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		UNAUDITED	AMENDED	PROJECTED		PROPOSE_	Item 5
		ACTUAL	BUDGET	ACTUAL	PROJECTED	BUDGET	
		2022	2023	2023	2023	2024	_
	001-42110-51865 - SHERIFF/DETENTION GRANTS	\$139,303	\$100,000	\$0		\$0	
	001-42110-51923 - SHERIFF- CBI	\$0	\$0	\$0		\$0	
	001-42110-52000 - CAPITAL OUTLAY	\$0	\$0	\$15,059		\$0	
	Total SHERIFF 42110	\$1,089,368	\$1,387,462	\$1,865,870		\$1,200,276	_
SHERIFF(CI	TY OF WALSENBURG) 42115						
	001-42115-51100 - SALARIES (OFF)	\$17,823	\$0	\$2,160		\$0	
	001-42115-51110 - SALARIES (EMP)	\$606,878	\$0	\$22,591		\$0	_
	001-42115-51160 - OASI (OFF)	\$753	\$0	\$0		\$0	_
	001-42115-51161 - OASI (EMP)	\$37,943	\$0	\$1,476		\$0	_
	001-42115-51162 - MEDICARE (EMP)	\$8,874	\$0	\$345		\$0	_
	001-42115-51164 - INSURANCE(HEA/RML)	\$103,648	\$0	\$19,935		\$0	_
	001-42115-51165 - INSURANCE (DENTAL)	\$22,383	\$0	\$1,276		\$0	_
	001-42115-51172 - MEDICARE (OFF)	\$176	\$0	\$0		\$0	_
	001-42115-51210 - OFFICE SUPPLIES	\$1,020	\$0	\$0		\$0	_
	001-42115-51220 - OPERATING SUPPLIES	\$1,694	\$0	\$0		\$0	_
	001-42115-51310 - PROFESSIONAL SERVICES	\$3,177	\$0	\$196		\$0	_
	001-42115-51312 - CERTIFICATION FEES	\$0	\$0	\$0		\$0	_
	001-42115-51321 - TELEPHONE	\$0	\$0	\$0		\$0	_
	001-42115-51327 - GUIDES AND CODES	\$384	\$0	\$0		\$0	_
	001-42115-51330 - TRAVEL & TRANSPORTATION	\$702	\$0	\$99		\$0	_
	001-42115-51335 - FUEL REIMBURSEMENT	\$48,853	\$0	\$0		\$0	_
	001-42115-51336 - DEPARTMENT UNIFORMS	\$2,846	\$0	\$0		\$0	_
	001-42115-51380 - REPAIRS/MAINTENANCE	\$30,316	\$0	\$0		\$0	_
	001-42115-51382 - EQUIPMENT & FIXTURES	\$105	\$0	\$0		\$0	_
	001-42115-51393 - TRAINING	\$10,304	\$0	\$0		\$0	_

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		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024
	001-42115-51420 - DUES & MEETINGS	\$125	\$0	\$0		\$0
	001-42115-51457 - CELLULAR SERVICE	\$0	\$0	\$0		\$0
	001-42115-51500 - EQUIPMENT	\$17,619	\$0	\$0		\$0
	001-42115-51551 - VEHICLE	\$1,599	\$0	\$0		\$0
	001-42115-51711 - PRINCIPAL ON LEASE PURCHASE	\$22,613	\$0	\$0		\$0
	001-42115-51712 - INTEREST ON LEASE PURCHASE	\$0	\$0	\$0		\$0
	001-42115-52000 - CAPITAL OUTLAY	\$2,431	\$0	\$1,761		\$0
	Total SHERIFF(CITY OF WALSENBURG) 42115	\$942,266		\$49,839		
JAIL 42120						
	001-42120-51110 - SALARIES (EMP)	\$327,423	\$385,410	\$411,251		\$276,051
	001-42120-51161 - OASI (EMP)	\$20,296	\$23,895	\$25,275		\$17,115
	001-42120-51162 - MEDICARE (EMP)	\$4,746	\$5,588	\$5,911		\$4,003
	001-42120-51164 - INSURANCE(CCI/CO-OP)	\$36,681	\$79,922	\$37,317		\$62,570
	001-42120-51165 - INSURANCE (DENTAL)	\$2,373	\$5,093	\$1,839		\$3,316
	001-42120-51168 - INSURANCE (LIFE)	\$0	\$362	\$0		\$195
	001-42120-51210 - OFFICE SUPPLIES	\$1,021	\$1,750	\$848		\$0
	001-42120-51220 - OPERATING SUPPLIES	\$11,884	\$15,000	\$18,400		\$20,000
	001-42120-51310 - PROFESSIONAL SERVICES	\$109,171	\$35,000	\$86,034		\$15,000
	001-42120-51311 - SEWER/WATER/TRASH	\$1,686	\$1,680	\$3,853		\$4,200
	001-42120-51313 - MEALS	\$70,101	\$75,000	\$80,942		\$90,000
	001-42120-51321 - TELEPHONE	\$2,835	\$1,500	\$4,380		\$4,500
	001-42120-51336 - DEPARTMENT UNIFORMS/EQUIP	\$1,555	\$2,000	\$2,000		\$11,000
	001-42120-51363 - PRISONER HOUSING OTHER AGENCY	\$57,363	\$40,000	\$40,000		\$30,000
	001-42120-51370 - UTILITIES	\$43,706	\$45,000	\$47,423		\$45,000
	001-42120-51380 - JAIL REPAIRS	\$16,545	\$15,000	\$30,695		\$15,000
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		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024
	001-42120-51381 - REPAIRS/REMODELING	\$1,555	\$2,000	\$1,000		\$0
	001-42120-51393 - TRAINING	\$678	\$1,000	\$500		\$1,500
	001-42120-51500 - EQUIPMENT	\$4,607	\$5,000	\$11,344		\$0
	001-42120-51597 - INTERNET SERVICE	\$1,264	\$1,410	\$1,371		\$1,600
	001-42120-51602 - COMMISSARY	\$12,877	\$9,000	\$28,798		\$20,000
	001-42120-51814 - LEASE AGREEMENT	\$3,155	\$2,500	\$3,534		\$0
	001-42120-51932 - INMATE TRANSPORTS	\$0	\$0	\$0		\$30,000
	001-42120-51933 - JAIL BEHAVIORAL HEALTH/MAT	\$0	\$0	\$179,000		\$180,000
	001-42120-51934 - INMATE MEDICATIONS	\$0	\$0	\$0		\$15,000
	001-42120-51935 - MEDICAL SERVICES	\$0	\$0	\$0		\$20,000
	001-42120-52000 - CAPITAL OUTLAY	\$0	\$0	\$5,540		\$0
	Total JAIL 42120	\$731,521	\$753,111	\$1,027,254		\$866,051
CORONER	42130					
	001-42130-51100 - SALARIES (OFF)	\$25,808	\$28,211	\$27,488		\$28,211
	001-42130-51160 - OASI (OFF)	\$1,593	\$1,749	\$1,557		\$1,749
	001-42130-51162 - MEDICARE (EMP)	\$0	\$0	\$0		\$0
	001-42130-51164 - INSURANCE(HEA/RML)	\$17,615	\$18,442	\$16,514		\$15,200
	001-42130-51165 - INSURANCE (DENTAL)	\$1,035	\$1,027	\$864		\$769
	001-42130-51168 - INSURANCE (LIFE)	\$0	\$0	\$0		\$20
	001-42130-51172 - MEDICARE (OFF)	\$372	\$409	\$364		\$409
	001-42130-51210 - OFFICE SUPPLIES	\$0	\$800	\$800		\$800
	001-42130-51220 - OPERATING SUPPLIES	\$1,225	\$1,500	\$1,500		\$1,500
	001-42130-51310 - PROFESSIONAL SERVICES	\$0	\$1,000	\$1,000		\$1,200
	001-42130-51315 - AUTOPSIES	\$27,000	\$21,000	\$33,000		\$30,000
	001-42130-51321 - TELEPHONE	\$926	\$731	\$840		\$840

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		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item 5c.
	001-42130-51322 - POSTAGE	\$28	\$100	\$100		\$100	_
	001-42130-51330 - TRAVEL & TRANSPORTATION	\$2,779	\$1,800	\$2,858		\$3,000	
	001-42130-51335 - FUEL REIMBURSEMENT	\$0	\$0	\$0		\$3,360	
	001-42130-51350 - PRINTING	\$132	\$350	\$350		\$350	
	001-42130-51380 - REPAIRS/MAINTENANCE	\$0	\$0	\$0		\$2,800	
	001-42130-51420 - DUES & MEETINGS	\$2,208	\$3,000	\$3,000		\$3,200	
	001-42130-51441 - INVESTIGATION	\$6,555	\$5,000	\$8,160		\$12,000	
	001-42130-51457 - CELLULAR SERVICE	\$912	\$600	\$900		\$900	
	001-42130-51488 - DECEASED TRANSPORT	\$3,750	\$5,000	\$5,000		\$5,800	
	001-42130-51544 - BURIAL	\$0	\$1,000	\$1,000		\$1,000	
	001-42130-52000 - CAPITAL OUTLAY	\$0	\$0	\$0		\$0	
	Total CORONER 42130	\$91,938	\$91,719	\$105,295		\$113,209	_
SEARCH ANI	D RESCUE 42135						_
	001-42135-51210 - OFFICE SUPPLIES	\$0	\$0	\$0		\$3,000	
	001-42135-51309 - COMMUNICATIONS/PAGE OUT	\$0	\$0	\$0		\$400	
	001-42135-51342 - VOLUNTEER STIPENDS	\$0	\$0	\$0		\$20,000	
	001-42135-51420 - DUES (S&R MEMBERSHIP)	\$0	\$0	\$0		\$200	
	001-42135-51931 - MAPPING	\$0	\$0	\$0		\$300	
	001-42135-51935 - MEDICAL ADVISOR	\$0	\$0	\$0		\$1,800	
	Total SEARCH AND RESCUE 42135					\$25,700	_
LAW ENFOR	CEMENT ASSISTANCE 42140						_
	001-42140-51426 - INTOXILYZER	\$0	\$500	\$0		\$500	
	Total LAW ENFORCEMENT ASSISTANCE 42140		\$500			\$500	_
HEALTH DEF	PARTMENT 44110						-
	001-44110-51316 - HEALTH PAYMENTS	\$152,218	\$210,000	\$140,388		\$225,000	

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL_ BUDGET 2024	Item 5c.
Total HEALTH DEPARTMENT 44110	_ 	\$210,000	\$140,388		\$225,000	=
TRANSFER TO OTHER FUNDS 45200						_
001-45200-51617 - TRANSFER TO SPECIAL PROJ FUND	\$0	\$0	\$0		\$0	
001-45200-52100 - TABOR RESERVE	\$0	\$0	\$0		\$300,000	<u> </u>
Total TRANSFER TO OTHER FUNDS 45200	\$0	*** *** *** *** *** ***			\$300,000	
CSU COOPERATIVE EXTENSION 46100						_
001-46100-51110 - SALARIES (EMP)	\$21,390	\$0	\$0		\$0	
001-46100-51161 - OASI (EMP)	\$1,326	\$0	\$0		\$0	
001-46100-51162 - MEDICARE (EMP)	\$310	\$0	\$0		\$0	_
001-46100-51210 - OFFICE SUPPLIES	\$551	\$0	\$0		\$0	
001-46100-51321 - TELEPHONE	\$894	\$0	\$853		\$0	
001-46100-51330 - TRAVEL & TRANSPORTATION	\$2,403	\$0	\$1,148		\$0	
001-46100-51335 - FUEL REIMBURSEMENT	\$0	\$0	\$0		\$0	
001-46100-51342 - CONTRACT PAY/NO BENEFITS	\$14,700	\$0	\$5,000		\$0	
001-46100-51380 - REPAIRS/MAINTENANCE	\$0	\$0	\$0		\$0	
001-46100-51392 - RENTAL OF EQUIP/FIXTURES	\$36	\$0	\$0		\$0	
001-46100-51457 - CELLULAR SERVICE	\$0	\$0	\$0		\$0	
001-46100-52000 - CAPITAL OUTLAY	\$321	\$0	\$0		\$0	
Total CSU COOPERATIVE EXTENSION 46100	\$41,932	\$0	\$7,001		\$0	_
AIRPORT 46400						_
001-46400-51110 - SALARIES (EMP)	\$0	\$0	\$0		\$0	
001-46400-51161 - OASI (EMP)	\$0	\$0	\$0		\$0	
001-46400-51162 - MEDICARE (EMP)	\$0	\$0	\$0		\$0	
001-46400-51220 - OPERATING SUPPLIES	\$271	\$800	\$800		\$800	
001-46400-51301 - PROPERTY & CASUALTY INS.	\$3,700	\$4,000	\$4,000		\$4,000	

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item 5
001-46400-51310 - PROFESSIONAL SERVICES	\$2,714	\$0	\$8		\$500)
001-46400-51311 - SEWER/WATER/TRASH	\$820	\$340	\$700		\$800)
001-46400-51321 - TELEPHONE	\$885	\$900	\$900		\$900)
001-46400-51330 - TRAVEL & TRANSPORTATION	\$0	\$0	\$0		\$0)
001-46400-51333 - AVIATION FUEL	\$97,872	\$100,000	\$75,000		\$100,000)
001-46400-51342 - CONTRACT PAY/NO BENEFITS	\$0	\$0	\$0		\$0)
001-46400-51370 - UTILITIES	\$4,505	\$5,000	\$5,500		\$5,500)
001-46400-51380 - REPAIRS/MAINTENANCE	\$14,977	\$0	\$0		\$5,000)
001-46400-51381 - REPAIRS/REMODELING	\$464	\$1,000	\$500		\$750)
001-46400-51382 - EQUIPMENT & FIXTURES	\$0	\$0	\$0		\$0)
001-46400-51383 - MAINTENANCE CONTRACT	\$5,620	\$14,618	\$14,000		\$14,000)
001-46400-51457 - CELLULAR SERVICE	\$417	\$370	\$450		\$450)
001-46400-51742 - CREDIT CARD FEES	\$185	\$240	\$100		\$200)
001-46400-51815 - EQUIPMENT REPAIRS	\$0	\$0	\$1,505		\$1,500)
001-46400-51836 - CARES AIRPORT GRANT	\$0	\$0	\$0		\$0)
001-46400-51866 - FAA/ARPA AIRPORT GRANT	\$1,383	\$0	\$12,086		\$0)
001-46400-51883 - ACRGP AIRPORT GRANT	\$1,537	\$0	\$0		\$0)
001-46400-52000 - CAPITAL OUTLAY	\$0	\$0	\$0		\$0)
Total AIRPORT 46400	\$135,350	\$127,268	\$115,549		\$134,400	
6700						_
001-46700-51110 - SALARIES (EMP)	\$15,910	\$16,289	\$15,871		\$12,622	!
001-46700-51161 - OASI (EMP)	\$987	\$1,010	\$984		\$783	3
001-46700-51162 - MEDICARE (EMP)	\$231	\$236	\$230		\$183	
001-46700-51210 - OFFICE SUPPLIES	\$80	\$100	\$0		\$120)
001-46700-51330 - TRAVEL & TRANSPORTATION	\$244	\$975	\$64		\$500)

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VETERANS

		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSE BUDGET	em 5d
		2022	2023	2023	2023	2024	
	001-46700-51420 - DUES & MEETINGS	\$0	\$305	\$0		\$200	
	001-46700-51457 - CELLULAR PHONE SERVICE	\$548	\$634	\$487		\$0	
	001-46700-51601 - VETERANS TRANSPORTATION	\$0	\$400	\$0		\$400	
	Total VETERANS 46700	\$17,999	<u> </u>	\$17,636	- 	\$14,808	_
ADMINISTE	AATION 47900						
	001-47900-51100 - SALARIES (OFF)	\$164,400	\$184,751	\$134,106		\$184,751	
	001-47900-51110 - SALARIES (EMP)	\$359,819	\$303,640	\$320,842		\$243,850	_
	001-47900-51160 - OASI (OFF)	\$6,950	\$11,455	\$0		\$11,455	_
	001-47900-51161 - OASI (EMP)	\$25,527	\$18,826	\$27,554		\$15,119	_
	001-47900-51162 - MEDICARE (EMP)	\$5,970	\$4,403	\$6,444		\$3,536	_
	001-47900-51164 - INSURANCE(CCI/CO-OP)	\$78,450	\$91,933	\$78,412		\$60,569	_
	001-47900-51165 - INSURANCE (DENTAL)	\$5,028	\$5,016	\$4,974		\$3,138	_
	001-47900-51168 - INSURANCE (LIFE)	\$0	\$308	\$0		\$177	_
	001-47900-51172 - MEDICARE (OFF)	\$1,626	\$2,679	\$0		\$2,679	_
	001-47900-51210 - OFFICE SUPPLIES	\$17,309	\$2,000	\$15,477		\$5,000	_
	001-47900-51310 - PROFESSIONAL SERVICES	\$26,155	\$0	\$21,561		\$0	_
	001-47900-51321 - TELEPHONE	\$11,411	\$7,000	\$10,758		\$10,000	_
	001-47900-51330 - TRAVEL & TRANSPORTATION	\$10,502	\$8,000	\$6,235		\$8,000	_
	001-47900-51335 - FUEL REIMBURSEMENT	\$576	\$750	\$502		\$850	_
	001-47900-51339 - DUES & MEETINGS	\$7,498	\$5,000	\$18,490		\$15,000	_
	001-47900-51350 - PRINTING	\$278	\$500	\$0		\$500	_
	001-47900-51380 - REPAIRS/MAINTENANCE	\$745	\$200	\$141		\$200	-
	001-47900-51392 - RENTAL OF EQUIP/FIXTURES	\$0	\$0	\$0		\$0	-
	001-47900-51393 - TRAINING	\$0	\$0	\$0		\$0	-
	001-47900-51420 - DUES & MEETINGS/CCI	\$12,000	\$12,000	\$17,634		\$15,000	_
							_

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	UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSE Item BUDGET
	2022	2023	2023	2023	2024
001-47900-51457 - CELLULAR PHONE SERVICE	E \$728	\$780	\$541		\$780
001-47900-51618 - CONTINGENCY	\$24,151	\$0	\$26,414		\$10,000
001-47900-51645 - ATTORNEY (OTHER EXP)	\$0	\$0	\$18,569		\$0
001-47900-51680 - COMPUTER/IT	\$953	\$0	\$154		\$2,000
001-47900-51814 - LEASE AGREEMENT	\$20,169	\$16,250	\$9,449		\$16,250
001-47900-51834 - NFPA ASIP TRAINING CLAS	S \$0	\$0	\$0		\$0
001-47900-52000 - CAPITAL OUTLAY	\$198,781	\$0	\$0		\$0
Total ADMINISTRATI	ON 47900 \$979,026	\$675,489	\$718,255		\$608,853
IT/GIS DEPARTMENT 49500					
001-49500-51110 - SALARIES (EMP)	\$113,212	\$108,753	\$160,653		\$135,625
001-49500-51161 - OASI (EMP)	\$7,016	\$6,743	\$9,553		\$8,409
001-49500-51162 - MEDICARE (EMP)	\$1,641	\$1,577	\$2,234		\$1,967
001-49500-51164 - INSURANCE(CCI/CO-OP)	\$18,831	\$16,014	\$32,384		\$28,398
001-49500-51165 - INSURANCE (DENTAL)	\$1,016	\$841	\$1,361		\$1,362
001-49500-51168 - INSURANCE (LIFE)	\$0	\$0	\$0		\$61
001-49500-51210 - OFFICE SUPPLIES	\$1,120	\$250	\$500		\$500
001-49500-51457 - CELLULAR SERVICE	\$1,280	\$960	\$650		\$650
001-49500-51465 - COMPUTER REPLACEMENT	ς \$0	\$0	\$0		\$0
001-49500-51680 - COMPUTER/IT	\$9,016	\$7,500	\$9,000		\$7,500
001-49500-52000 - CAPITAL OUTLAY	\$17,896	\$0	\$0		\$0
Total IT/GIS DEPARTME		\$142,637	\$216,336		\$184,472
JUDICIAL CENTER 50200					
001-50200-51310 - PROFESSIONAL SERVICES	\$0	\$0	\$36,000		\$36,000
001-50200-51665 - COURT SECURITY GRANT	\$0	\$0	\$0		\$0
001-50200-51712 - INTEREST ON LEASE PURC	HASE \$0	\$0	\$0		\$0

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item
001-50200-51819 - LEASE PAYMENT	\$0	\$0	\$0	2020	\$0	
001-50200-51820 - JUDICIAL CENTER MAINTENANCE	\$15,258	\$25,000	\$25,000		\$0	
001-50200-51840 - PRINCIPAL ON DEBT SERVICE	\$250,000	\$264,000	\$264,000		\$280,000	
001-50200-51841 - INTEREST ON DEBT SERVICE	\$329,600	\$319,600	\$319,600		\$309,000	
001-50200-51845 - BOND TRUSTEE FEE (NJC)	\$500	\$0	\$667		\$500	
001-50200-51847 - JUDICIAL CENTER SUPPLIES	\$530	\$0	\$103		\$600	
001-50200-51853 - UTILITIES JUDICIAL	\$32,964	\$35,000	\$35,000		\$35,000	
001-50200-51854 - TELEPHONE JUDICIAL	\$5,468	\$0	\$5,180		\$6,000	
001-50200-52000 - CAPITAL OUTLAY	\$2,599	\$0	\$0		\$72,000	
Total JUDICIAL CENTER 50200	\$636,919	\$643,600	\$685,550		\$739,100	_
ONOMIC DEVELOPMENT 50500						_
001-50500-51110 - SALARIES (EMP)	\$58,000	\$61,500	\$61,500		\$49,092	
001-50500-51161 - OASI (EMP)	\$3,595	\$3,813	\$3,814		\$3,044	
001-50500-51162 - MEDICARE (EMP)	\$841	\$892	\$1,850		\$712	
001-50500-51164 - INSURANCE(HEA/RML)	\$7,050	\$8,007	\$8,007		\$6,599	
001-50500-51165 - INSURANCE (DENTAL)	\$341	\$381	\$381		\$296	
001-50500-51168 - INSURANCE (LIFE)	\$0	\$40	\$40		\$13	
001-50500-51210 - OFFICE SUPPLIES	\$375	\$500	\$500		\$500	
001-50500-51310 - PROFESSIONAL SERVICES	\$0	\$0	\$10,000		\$0	
001-50500-51330 - TRAVEL & TRANSPORTATION	\$1,808	\$3,000	\$5,000		\$2,500	
001-50500-51339 - DUES & MEETINGS	\$447	\$0	\$0		\$0	
001-50500-51457 - CELLULAR SERVICE	\$440	\$480	\$480		\$480	
Total ECONOMIC DEVELOPMENT 50500	\$72,897	\$78,612	\$91,572		\$63,237	_
OTAL EXPENDITURES	\$8,112,560	\$6,565,146	\$8,181,629		\$7,252,462	_

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ENDING UNRESTRICTED CASH
TOTAL USES OF FUNDS

1	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024	
	<u>\$1,793,896</u>	\$1,156,241	\$1,018,802		\$1,020,49	<u>99</u>
	\$9,906,457	\$7,721,386	\$9,200,431		\$8,272,96	<u>51</u>
-						
	Budgeted Endir	ng Unrestricted Cash:	\$1,020,499			
	Di	vided By			14.07%	
	Total Annu	ıal Expenditures:	<u>\$7,252,462</u>			

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Huerfano County

REVENUES AND EXPENDITURES - DETAIL ROAD & BRIDGE FUND

		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES						
Non-Departm	nental 00000					
	002-00000-45000 - PROPERTY TAX	\$12,563	\$12,859	\$16,445		\$16,765
	002-00000-46001 - DEL/PERS B TAX APP	\$26	\$65	\$1,221		\$250
	002-00000-46003 - BACK TAX INT. APP.	\$8	\$5	\$521		\$100
	002-00000-46004 - CURRENT INT. APP.	\$54	\$22	\$24		\$55
	002-00000-46006 - SPEC. OWNERSHIP A	\$587	\$610	\$553		\$600
	002-00000-46007 - SPEC. OWNERSHIP B	\$936	\$860	\$702		\$850
	002-00000-47025 - PROPERTY AND CASUALTY REFUND	\$0	\$0	\$0		\$0
	002-00000-47030 - OTHER REFUNDS	\$43,375	\$0	\$75,000		\$0
	002-00000-47037 - HOUSING AUTHORITY	\$31	\$32	\$0		\$25
	002-00000-47038 - SALE OF ASSETS	\$0	\$80,000	\$30,000		\$0
	002-00000-47047 - TRANSFER:FROM PILT FUND	\$400,000	\$450,000	\$400,000		\$200,000
	002-00000-47050 - LAND ACT	\$0	\$0	\$0		\$0
	002-00000-47060 - TAYLOR GRAZING	\$1,691	\$600	\$1,800		\$1,800
	002-00000-47070 - GAS REIMBURSEMENTS	\$66,769	\$120,000	\$75,000		\$100,000
	002-00000-47072 - R & B PERMITS	\$7,400	\$5,000	\$8,000		\$8,000
	002-00000-47090 - MOTOR VEHICLE LIC.	\$20,994	\$19,750	\$25,000		\$25,000
	002-00000-47100 - HIGHWAY USERS TAX	\$1,893,917	\$1,786,303	\$1,700,000		\$1,883,987
	002-00000-47166 - VEHICLE SERVICE	\$25,654	\$45,000	\$36,000		\$40,000

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	UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSEL BUDGET	Item 5
	2022	2023	2023	2023	2024	
002-00000-48000 - INTEREST EARNED	\$0	\$0	\$0		\$0	ı
002-00000-49000 - OTHER FINANCING SOURCES	\$0	\$0	\$0		\$0)
002-00000-49081 - SRS PAYMENT	\$25,675	\$15,000	\$26,037		\$25,000	,
002-00000-49093 - TRAN/FROM GARDNER PID	\$0	\$0	\$0		\$0	,
002-00000-49205 - CURRENT TAX COUNTY R&B/WLSBG	\$1,209	\$1,266	\$1,602		\$1,316	;
002-00000-49206 - CURRENT TAX CO R&B/LAVETA	\$463	\$456	\$581		\$523	
002-00000-49207 - DEL TAX CO R&B/WALSENBURG	\$2	\$10	\$10		\$10)
002-00000-49208 - DEL TAX CO R&B/LAVETA	\$7	\$0	\$11		\$10)
002-00000-49213 - NO TILL DRILL/DEPOSIT	\$0	\$0	\$0		\$0)
002-00000-49229 - MAG/CHOLRIDE REIMBURSEMENT	\$52,997	\$0	\$45,005		\$45,000)
002-00000-49237 - CATTLE GUARD SALES	\$3,500	\$100	\$0		\$100)
002-00000-49257 - WEED SPRAY LAND BOARD	\$0	\$10,000	\$0		\$0)
002-00000-49278 - 2018/19 CDA NOXIOUS WEED GRA	\$0	\$0	\$0		\$0)
002-00000-49281 - 2019 POST NAT DISASTER NWG	\$0	\$0	\$0		\$0)
002-00000-49293 - CDA NOXIOUS WEED GRANT	\$18,337	\$18,337	\$0		\$18,337	
002-00000-49294 - BLM NOXIOUS WEED GRANT	\$0	\$0	\$0		\$0)
002-00000-49305 - IGA NOXIOUS WEED (CUSTER)	\$0	\$7,053	\$7,053		\$0)
002-00000-49310 - BENNETT ROAD/COST SHARE	\$10,000	\$0	\$0		\$0)
002-00000-49320 - 2023 CDA NOXIOUS WEED GRANT	\$0	\$0	\$12,500		\$12,500)
002-00000-49331 - 2021 COST SHARE PRGRM NOX WD	\$0	\$0	\$0		\$0)
002-00000-49347 - UPPER HUER CONS DIST CONTRIBUT	\$10,000	\$0	\$0		\$0)
Total Non-Departmental 00000	\$2,596,195	\$2,573,327	\$2,463,065		\$2,380,227	_

\$2,573,327

\$2,463,065

BEGINNING UNRESTRICTED CASH

Non-Departmental

SUBTOTAL REVENUES

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\$2,596,195

\$2,380,227

		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024	Item 50
	Total Non-Departmental	\$548,490	\$541,935	\$541,935	 -	\$611,057	
TOTAL SOUR	CES OF FUNDS	\$3,144,685	\$3,115,262	\$3,004,999		\$2,991,284	 :
DEPARTMENT	r						
R/B APPORTIO	ONMENTS TO MUNIC. 43000						
	002-43000-51516 - MUNICIPAL APPORTIONS	\$1,678	\$1,721	\$2,083		\$1,838	;
	Total R/B APPORTIONMENTS TO MUNIC. 43000	\$1,678	\$1,721	\$2,083		\$1,838	-
R/B MAINTEN	NANCE OF CONDITION 43040						_
	002-43040-51392 - RENTAL OF EQUIP/FIXTURES	\$224	\$1,000	\$500		\$1,000	1
	002-43040-51501 - GRAVEL/SAND/SALT	\$22,409	\$27,000	\$48,000		\$27,000)
	002-43040-51502 - ROAD OIL & ASPHALT	\$4,489	\$4,000	\$7,800		\$8,000)
	002-43040-51503 - CULVERTS AND LUMBER	\$25,248	\$40,000	\$25,000		\$30,000)
	002-43040-51504 - GAS, FUEL AND OIL	\$359,494	\$300,000	\$275,000		\$300,000)
	002-43040-51505 - TIRES AND TUBES	\$46,551	\$70,000	\$60,000		\$70,000)
	002-43040-51506 - PARTS	\$110,786	\$127,913	\$140,000		\$135,000)
	002-43040-51507 - CONTRACTED REPAIRS	\$49,898	\$141,199	\$30,000		\$90,000)
	002-43040-51508 - GRADER BLADES	\$14,814	\$20,000	\$19,623		\$24,000)
	002-43040-51509 - EASEMENTS	\$2,000	\$2,000	\$2,000		\$2,000)
	002-43040-51532 - MAGNESIUM CHLORIDE MGCL2	\$128,824	\$100,000	\$138,000		\$100,000)
	002-43040-51561 - LIVESTOCK FENCE	\$254	\$1,000	\$250		\$550)
	002-43040-51583 - WEED CONTROL (R & B)	\$0	\$0	\$0		\$0)
	002-43040-51628 - WEED CONTROL (HPP)	\$0	\$0	\$0		\$0)
	002-43040-51652 - CATTLE GUARDS	\$3,174	\$21,165	\$7,000		\$15,000)
	002-43040-51659 - CHAINS	\$0	\$6,000	\$6,000		\$6,500)
	002-43040-51693 - EQUIP/MAINTENANCE PROGRAM	\$2,403	\$3,000	\$2,775	_ _	\$3,000	<u> </u>

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		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET	Item 50
	002-43040-51711 - PRINCIPAL ON LEASE PURCHASE	\$87,001	\$0	\$0	2020	\$0	-
	002-43040-51712 - INTEREST ON LEASE PURCHASE	\$10,002	\$0	\$0		\$0	_
	002-43040-51833 - CAPITAL RESERVE	\$0	\$0	\$0		\$0	_
	002-43040-51885 - VEHICLE TRACKING	\$7,596	\$1,266	\$7,600		\$7,600	_
	002-43040-52000 - CAPITAL OUTLAY	\$0	\$0	\$0		\$0	_
	Total R/B MAINTENANCE OF CONDITION 43040	\$875,166	\$865,544	\$769,548	 -	\$819,650	_
R/B ADMIN	JISTRATION 43080						-
	002-43080-51110 - SALARIES (EMP)	\$924,677	\$980,247	\$897,392		\$956,784	
	002-43080-51161 - OASI (EMP)	\$57,259	\$60,775	\$48,000		\$58,053	_
	002-43080-51162 - MEDICARE (EMP)	\$13,390	\$14,214	\$12,130		\$13,577	_
	002-43080-51164 - INSURANCE(CCI/CO-OP)	\$263,687	\$296,096	\$287,392		\$321,473	_
	002-43080-51165 - INSURANCE (DENTAL)	\$14,792	\$15,346	\$14,568		\$15,823	_
	002-43080-51168 - INSURANCE (LIFE)	\$0	\$837	\$0		\$528	_
	002-43080-51220 - OPERATING SUPPLIES	\$29,993	\$15,000	\$17,000		\$18,000	_
	002-43080-51301 - PROP & CASUALTY INSURANCE	\$78,442	\$120,000	\$128,826		\$140,000	_
	002-43080-51303 - AUDITOR	\$0	\$5,000	\$0		\$5,000	_
	002-43080-51309 - COMMUNICATIONS	\$0	\$3,000	\$600		\$4,000	_
	002-43080-51310 - PROFESSIONAL SERVICES	\$8,002	\$11,800	\$2,886		\$10,000	_
	002-43080-51311 - SEWER/WATER/TRASH	\$3,160	\$3,900	\$3,800		\$3,900	_
	002-43080-51320 - TREASURER FEE	\$19,742	\$21,500	\$19,800		\$21,000	_
	002-43080-51321 - TELEPHONE	\$4,149	\$4,200	\$4,002		\$4,200	_
	002-43080-51330 - TRAVEL & TRANSPORTATION	\$0	\$200	\$347		\$500	_
	002-43080-51336 - DEPARTMENT UNIFORMS	\$500	\$600	\$800		\$600	_
	002-43080-51370 - UTILITIES	\$20,706	\$30,000	\$23,745		\$30,000	_
	002-43080-51381 - REPAIRS/REMODELING	\$0	\$2,500	\$0		\$2,000	_

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		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024
	002-43080-51393 - TRAINING	\$14	\$5,000	\$43		\$5,000
	002-43080-51420 - DUES AND MEETINGS	\$0	\$100	\$0		\$0
	002-43080-51446 - CWCP	\$49,689	\$80,000	\$61,735		\$50,000
	002-43080-51447 - UNEMPLOYMENT TAX	\$1,460	\$2,600	\$1,476		\$1,873
	002-43080-51457 - CELLULAR SERVICE	\$2,546	\$2,400	\$2,401		\$2,400
	002-43080-51540 - DRUG TESTING	\$724	\$1,500	\$1,893		\$2,500
	002-43080-51598 - SIGNS	\$11,111	\$6,000	\$4,461		\$6,000
	002-43080-51930 - 2023 CDA NOXIOUS WEEDS	\$0	\$0	\$4,968		\$0
	002-43080-52000 - CAPITAL OUTLAY	\$0	\$0	\$0		\$0
	Total R/B ADMINISTRATION 43080	\$1,504,042	\$1,682,814	\$1,538,265		\$1,673,211
WEED DEPAR	RTMENT 50400					
	002-50400-51110 - SALARIES (EMP)	\$50,500	\$60,236	\$50,179		\$76,440
	002-50400-51161 - OASI (EMP)	\$3,129	\$3,735	\$3,049		\$4,739
	002-50400-51162 - MEDICARE (EMP)	\$732	\$873	\$713		\$1,108
	002-50400-51164 - INSURANCE(HEA/RML)	\$17,028	\$18,442	\$19,752		\$20,839
	002-50400-51165 - INSURANCE (DENTAL)	\$1,002	\$1,027	\$1,045		\$1,055
	002-50400-51168 - INSURANCE (LIFE)	\$0	\$0	\$0		\$26
	002-50400-51210 - OFFICE SUPPLIES	\$0	\$160	\$451		\$400
	002-50400-51336 - DEPARTMENT UNIFORMS	\$0	\$250	\$0		\$250
	002-50400-51380 - REPAIRS & MAINTENANCE VEHICL	\$1,925	\$2,500	\$5,943		\$2,500
	002-50400-51393 - TRAINING	\$106	\$500	\$213		\$600
	002-50400-51420 - DUES & MEETINGS	\$30	\$500	\$133		\$600
	002-50400-51500 - EQUIPMENT	\$0	\$0	\$0		\$1,500
	002-50400-51553 - HERBICIDES/STATE & CO ROW	\$5,055	\$6,000	\$2,431		\$6,000
	002-50400-51583 - WEED CONTROL (R & B)	\$0	\$0	\$0		\$0

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		UNAUDITED	AMENDED	PROJECTED	PROJECTED	PROPOSEL	Item 5c.
		ACTUAL 2022	BUDGET 2023	ACTUAL 2023	2023	BUDGET 2024	
	002-50400-51628 - WEED CONTROL (HPP)	\$667	\$0	\$0		\$0	
	002-50400-51797 - 2019 POST NAT DISASTER NWG	\$0	\$0	\$0		\$0	
	002-50400-51821 - CDA NOXIOUS WEED GRANT	\$0	\$20,174	\$0		\$20,174	
	002-50400-51822 - BLM NOXIOUS WEED GRANT	\$1,895	\$0	\$0		\$0	
	002-50400-51823 - LICENSE FEE	\$359	\$390	\$138		\$390	
	002-50400-51863 - 2021 COST SHARE PRGRM NOX WD	\$0	\$5,000	\$0		\$4,000	
	002-50400-51891 - UPPER HUER CONS DIST CONTRIBUT	\$0	\$0	\$0		\$0	
	002-50400-51931 - COMMUNICATION/MAPPING	\$0	\$0	\$0		\$650	
	Total WEED DEPARTMENT 50400	\$82,428	\$119,787	\$84,047		\$141,271	_
SUBTOTAL E	EXPENDITURES	\$2,463,314	\$2,669,866	\$2,393,943		\$2,635,971	
ENDING UNF	RESTRICTED CASH	<u>\$681,371</u>	<u>\$445,396</u>	<u>\$611,057</u>		\$355,313	
TOTAL USES	OF FUNDS	<u>\$3,144,685</u>	\$3,115,262	\$3,004,999		\$2,991,284	
		Budgeted Endi	ng Unrestricted Cash	\$355,313			
		Di	vided Bv			13.48%	

Divided By

Total Annual Expenditures:

\$2,635,971

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Huerfano County

REVENUES AND EXPENDITURES - DETAIL

LODGING TAX TOURISM FUND

		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSED BUDGET
		2022	2023	2023	2023	2024
REVENUE						
Non-Depa	artmental 00000					
	003-00000-47030 - OTHER REFUNDS	\$0	\$0	\$0		\$0
	003-00000-47047 - TRANSFER:FROM PILT FUND	\$0	\$0	\$0		\$0
	003-00000-47197 - LODGING TAX	\$91,092	\$75,000	\$108,564		\$85,000
	003-00000-48000 - INTEREST EARNED	\$0	\$0	\$0		\$0
	003-00000-49075 - TOURISM GRANT	\$0	\$40,000	\$53,333		\$0
	003-00000-49291 - SHF WALKING TOUR GRANT	\$0	\$0	\$0		\$0
	003-00000-49296 - TOURISM DEVELOPMENT GRANT	\$40,000	\$0	\$0		\$0
	Total Non-Departmental 00000	\$131,092	\$115,000	\$161,898		\$85,000
UBTOTAI	L REVENUES	\$131,092	\$115,000	\$161,898		\$85,000
BEGINNIN	NG UNRESTRICTED CASH					
Non-Depa	artmental					
			\$111,243	\$111,243	 -	\$62,914
OTAL SO	OURCES OF FUNDS	\$204,006	\$226,243	<u>\$273,141</u>		<u>\$147,914</u>
DEPARTM	IENT					
LODGING	G TAX TOURISM 48700					
	003-48700-51110 - SALARIES (EMP)	\$0	\$0	\$0		\$0
	003-48700-51161 - OASI (EMP)	\$0	\$0	\$0		\$0

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	UNAUDITED	AMENDED	PROJECTED		PROPOSE_	Item 5c.
	ACTUAL	BUDGET	ACTUAL	PROJECTED	BUDGET	
	2022	2023	2023	2023	2024	_
003-48700-51162 - MEDICARE (EMP)	\$0	\$0	\$0		\$0	
003-48700-51210 - OFFICE SUPPLIES	\$0	\$500	\$0		\$500	
003-48700-51304 - ADVERTISING AND PROMOTION	\$91,326	\$87,250	\$146,970		\$109,740	
003-48700-51320 - TREASURER FEE	\$2,760	\$2,500	\$3,257		\$2,550	
003-48700-51342 - CONTRACT PAY/NO BENEFITS	\$0	\$0	\$0		\$0	
003-48700-51420 - DUES & MEETINGS	\$0	\$0	\$0		\$0	
003-48700-51562 - HISTORICAL GRANT	\$0	\$0	\$0		\$0	
003-48700-51569 - GRANT EXPENSE	\$0	\$0	\$0		\$0	
003-48700-51824 - SMALL MARKETING MATCHING	\$0	\$0	\$0		\$0	
003-48700-51825 - TOURISM DEVELOPMENT GRANT	\$23,763	\$0	\$60,000		\$0	
Total LODGING TAX TOURISM 48700	\$117,849	\$90,250	\$210,227		\$112,790	=
SUBTOTAL EXPENDITURES	\$117,849	\$90,250	\$210,227		\$112,790	_
ENDING UNRESTRICTED CASH	\$86,157	<u>\$135,993</u>	\$62,914		\$35,124	
TOTAL USES OF FUNDS	<u>\$204,006</u>	\$226,243	<u>\$273,141</u>		<u>\$147,914</u>	

Budgeted Ending Unrestricted Cash:	<u>\$35,124</u>	
Divided By		31.14%
Total Annual Expenditures:	<u>\$112,790</u>	

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Huerfano County

REVENUES AND EXPENDITURES - DETAIL SPECIAL PROJECT FUND

		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES						
Non-Departm	nental 00000					
	004-00000-47030 - OTHER REFUNDS	\$38,428	\$0	\$0		\$112,386
	004-00000-48000 - INTEREST EARNED	\$8,457	\$0	\$0		\$0
	004-00000-49049 - WASTE TRANSFER STATION GRANT	\$0	\$0	\$0		\$0
	004-00000-49052 - MULTI-HAZARD MITIGATION	\$0	\$0	\$0		\$0
	004-00000-49074 - COG HOUSING GRANT	\$306,679	\$0	\$200,000		\$0
	004-00000-49080 - TRANS FROM EMER/SERVICES	\$200,000	\$0	\$0		\$250,000
	004-00000-49217 - STATE HISTORICAL GRANT	\$81,804	\$225,000	\$225,000		\$0
	004-00000-49218 - COURTHOUSE REHAB PHASE 1	\$0	\$0	\$0		\$0
	004-00000-49246 - NEW JUDICIAL BLDG PHASE II	\$0	\$0	\$0		\$0
	004-00000-49267 - CUCHARA MOUNTAIN PARK GRANT	\$0	\$0	\$0		\$0
	004-00000-49287 - AIM GRANT	\$0	\$0	\$0		\$0
	004-00000-49288 - ERTB GRANT	\$0	\$0	\$0		\$0
	004-00000-49297 - HC JUDICIAL CTR BOK FINANCIA	\$0	\$0	\$0		\$0
	004-00000-49298 - HC JUDICIAL CENTER (UNDER)	\$0	\$0	\$0		\$0
	004-00000-49299 - HC JUDICIAL CENTER(STATE)	\$0	\$0	\$0		\$0
	004-00000-49303 - LIVES EMPOWERED GRANT	\$41,141	\$0	\$0		\$0
	004-00000-49307 - EIAF-CR 520 GRANT	\$0	\$0	\$0		\$0
	004-00000-49313 - JAIL MOD/WALKWAY GRANT	\$665,931	\$0	\$0		\$0

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	UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSEL BUDGET	Item 5c.
004-00000-49315 - INTEREST INCOME TO JC FUNDS	2022	2023	2023	2023	2024	
004-00000-49318 - FOX THEATRE WLSBG CAP IMP PR	\$0	\$200,000	\$200,000		\$0	
004-00000-49319 - RETAIL SECTOR PARTNERSHIP GR	\$0	\$0	\$0		\$0	 ,
004-00000-49327 - GOCO GRANT	\$121,771	\$0	\$0		\$0	
004-00000-49334 - GARDEN MIXED USE DEVELOPMENT	\$23,050	\$0	\$0		\$0	 -
004-00000-49335 - CDPHE MINI WOOD CHIPPER GRANT	\$25,000	\$0	\$0		\$0)
004-00000-49343 - HUERFANO RIVER BRIDGE REHAB	\$0	\$0	\$100,000		\$545,000	
004-00000-49353 - DOLA ADMIN PLANNING GRANT	\$0	\$25,000	\$0		\$0	
004-00000-49354 - CDOT MMOF GRANT - GARDNER	\$0	\$117,300	\$0		\$117,300	
004-00000-49355 - CDOT MMOF GRANT - CUCHARA	\$0	\$418,000	\$0		\$418,000	
004-00000-49358 - DOLA INNOVATIVE HOUSING (IHOP)	\$0	\$140,000	\$0		\$123,357	
004-00000-49361 - CDOTA AIP CONSTRUCTION GRANT	\$14,905	\$17,663	\$0		\$15,000	
004-00000-49362 - CDOT MAIN STREET GRANT - RACC	\$0	\$140,000	\$140,000		\$0	
004-00000-49363 - EDA GRANT RETAIL POP-UP	\$0	\$225,814	\$165,000		\$165,000	
004-00000-49365 - FAA AIP CONSTRUCTION GRANT	\$296,454	\$318,000	\$0		\$270,000	
004-00000-49366 - CDOTA AIP PLANNING GRANT	\$6,607	\$0	\$7,781		\$3,260	
004-00000-49367 - FAA AIP PLANNING GRANT	\$118,921	\$0	\$140,056		\$58,680	
004-00000-49368 - LATCF- LOCAL ASST. & TRIBAL CO	\$834,422	\$834,422	\$834,422		\$0)
004-00000-49369 - NATIONAL OPIOID SETTLEMENT	\$13,315	\$0	\$13,315		\$13,315	
004-00000-49370 - EPC- EIAF GRANT	\$0	\$0	\$750,000		\$0)
004-00000-49371 - SEARCH AND RESCUE 2022 GRANT	\$0	\$0	\$0		\$0	<u> </u>
004-00000-49372 - SEARCH AND RESCUE 2022, PH 2	\$0	\$0	\$0		\$0	1
004-00000-49373 - TOURISM MARKETING GRANT	\$0	\$0	\$0		\$0	1
***************************************	\$0	\$0	\$0		\$0	<u> </u>
004-00000-49375 - CDOT-GMS	\$0	\$0	\$0		\$0)

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		2022	2023	2023	2023 2024
00	04-00000-49379 - DHSEM GRANT-EMPG 23-22	\$0	\$0	\$0	\$0
00	04-00000-49384 - WALSENBURG RIVERWALK	\$0	\$0	\$0	\$40,000
00	04-00000-49386 - EPC LEASE PURCH REIMB	\$0	\$0	\$1,380,092	\$0
00	004-00000-49999 - PROCEEDS FROM ISS OF JC BOND	\$0	\$0	\$0	\$0
	Total Non-Departmental 00000	\$2,796,884	\$2,661,199	\$4,155,666	\$2,131,298
UBTOTAL REV	VENUES	\$2,796,884	\$2,661,199	\$4,155,666	\$2,131,298
BEGINNING UNF	RESTRICTED CASH				
Non-Departmental	1				
				_	
=	Total Non-Departmental	\$1,006,845	\$1,461,088	\$1,461,088	\$779,828
	EG OF FUNDS	\$3,803,729	\$4,122,287	\$5,616,755	\$2,911,127
TOTAL SOURCE	ES OF FUNDS	\$3,003,127	Φ	<u>Φ5,010,755</u>	<u>\$\pi_2,711,127\$</u>
FOTAL SOURCE DEPARTMENT	ES OF FUNDS	Ψ 3, 003,722	ψ τ, 122,201	95,010,755	W , 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		<u> </u>	<u> 97,122,207</u>	30.010,120	<u> </u>
DEPARTMENT SPECIAL PROJEC		\$0	\$300,000	\$300,000	\$0
DEPARTMENT SPECIAL PROJECT	CT FUND 45100				
DEPARTMENT SPECIAL PROJECT 00 00	CT FUND 45100 04-45100-51347 - TRANSFER TO CO GENERAL FUND	\$0	\$300,000	\$300,000	\$0
DEPARTMENT SPECIAL PROJECT 00 00 00 00	CT FUND 45100 004-45100-51347 - TRANSFER TO CO GENERAL FUND 004-45100-51348 - FIESTA PARK	\$0 \$0	\$300,000 \$0	\$300,000 \$0	\$(\$(
DEPARTMENT SPECIAL PROJECT 00 00 00 00 00 00	CT FUND 45100 004-45100-51347 - TRANSFER TO CO GENERAL FUND 004-45100-51348 - FIESTA PARK 004-45100-51647 - MULTI-HAZARD MITIGATION	\$0 \$0 \$0	\$300,000 \$0 \$0	\$300,000 \$0 \$0	\$0 \$0 \$0
DEPARTMENT SPECIAL PROJECT 00 00 00 00 00 00	CT FUND 45100 004-45100-51347 - TRANSFER TO CO GENERAL FUND 004-45100-51348 - FIESTA PARK 004-45100-51647 - MULTI-HAZARD MITIGATION 004-45100-51656 - MULTI-HAZARD PLAN	\$0 \$0 \$0 \$0	\$300,000 \$0 \$0 \$0	\$300,000 \$0 \$0 \$0	\$0 \$0 \$0 \$0
DEPARTMENT SPECIAL PROJECT 00 00 00 00 00 00 00 00 00	CT FUND 45100 004-45100-51347 - TRANSFER TO CO GENERAL FUND 004-45100-51348 - FIESTA PARK 004-45100-51647 - MULTI-HAZARD MITIGATION 004-45100-51656 - MULTI-HAZARD PLAN 004-45100-51667 - COG HOUSING GRANT	\$0 \$0 \$0 \$0 \$126,679	\$300,000 \$0 \$0 \$0 \$0	\$300,000 \$0 \$0 \$0 \$0 \$200,000	\$0 \$0 \$0 \$0 \$0
DEPARTMENT SPECIAL PROJECT 00 00 00 00 00 00 00 00 00 00 00	CT FUND 45100 004-45100-51347 - TRANSFER TO CO GENERAL FUND 004-45100-51348 - FIESTA PARK 004-45100-51647 - MULTI-HAZARD MITIGATION 004-45100-51656 - MULTI-HAZARD PLAN 004-45100-51667 - COG HOUSING GRANT 004-45100-51711 - PRINCIPAL ON LEASE PURCHASE	\$0 \$0 \$0 \$0 \$126,679	\$300,000 \$0 \$0 \$0 \$0 \$0	\$300,000 \$0 \$0 \$0 \$0 \$0 \$200,000 \$0	\$0 \$0 \$0 \$0 \$0 \$132,960
DEPARTMENT SPECIAL PROJECT 00 00 00 00 00 00 00 00 00	CT FUND 45100 004-45100-51347 - TRANSFER TO CO GENERAL FUND 004-45100-51348 - FIESTA PARK 004-45100-51647 - MULTI-HAZARD MITIGATION 004-45100-51656 - MULTI-HAZARD PLAN 004-45100-51667 - COG HOUSING GRANT 004-45100-51711 - PRINCIPAL ON LEASE PURCHASE 004-45100-51712 - INTEREST ON LEASE PURCHASE	\$0 \$0 \$0 \$0 \$0 \$126,679 \$0 \$0	\$300,000 \$0 \$0 \$0 \$0 \$0 \$0	\$300,000 \$0 \$0 \$0 \$0 \$200,000 \$0 \$0	\$(\$(\$(\$(\$(\$132,960 \$26,582
DEPARTMENT SPECIAL PROJECT 00 00 00 00 00 00 00 00 00	CT FUND 45100 004-45100-51347 - TRANSFER TO CO GENERAL FUND 004-45100-51348 - FIESTA PARK 004-45100-51647 - MULTI-HAZARD MITIGATION 004-45100-51656 - MULTI-HAZARD PLAN 004-45100-51667 - COG HOUSING GRANT 004-45100-51711 - PRINCIPAL ON LEASE PURCHASE 004-45100-51712 - INTEREST ON LEASE PURCHASE 004-45100-51728 - COURTHOUSE REHAB PHASE 1	\$0 \$0 \$0 \$0 \$126,679 \$0 \$0 \$60,111	\$300,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$300,000 \$0 \$0 \$0 \$0 \$0 \$200,000 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$132,960 \$26,582 \$27,191
DEPARTMENT SPECIAL PROJECT 00 00 00 00 00 00 00 00 00	CT FUND 45100 004-45100-51347 - TRANSFER TO CO GENERAL FUND 004-45100-51348 - FIESTA PARK 004-45100-51647 - MULTI-HAZARD MITIGATION 004-45100-51656 - MULTI-HAZARD PLAN 004-45100-51667 - COG HOUSING GRANT 004-45100-51711 - PRINCIPAL ON LEASE PURCHASE 004-45100-51712 - INTEREST ON LEASE PURCHASE 004-45100-51728 - COURTHOUSE REHAB PHASE 1 004-45100-51735 - NON CAPITAL OUTLAY	\$0 \$0 \$0 \$0 \$126,679 \$0 \$0 \$60,111 \$169,797	\$300,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$300,000	\$0 \$0 \$0 \$0 \$0 \$0 \$132,960 \$26,582 \$27,191

UNAUDITED

ACTUAL

AMENDED

BUDGET

PROJECTED

ACTUAL

Item 5c.

PROPOSE

BUDGET

PROJECTED

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item 5c.
004-45100-51780 - CUCHARA MOUNTAIN PARK GRANT	\$20,196	\$0	\$0		\$0)
004-45100-51787 - 2018 JRNAA UNDR 02 GRANT	\$0	\$0	\$0		\$0)
004-45100-51796 - HC HOUSING NEEDS ASSESS GRAN	\$0	\$0	\$0		\$0)
004-45100-51810 - AIM GRANT	\$0	\$0	\$0		\$0)
004-45100-51811 - ERTB GRANT	\$35,340	\$0	\$0		\$0)
004-45100-51813 - NEW JUDICIAL CENTER	\$25,171	\$0	\$0		\$0)
004-45100-51819 - LEASE PAYMENT	\$0	\$0	\$0		\$140,000)
004-45100-51828 - LIVES EMPOWERED GRANT	\$24,876	\$0	\$0		\$0)
004-45100-51830 - CHIP SEAL CO RD 520	\$0	\$0	\$0		\$0)
004-45100-51838 - COST OF ISSUANCE JC BONDS	\$0	\$0	\$0		\$0)
004-45100-51842 - JAIL MOD/WALKWAY GRANT	\$0	\$0	\$0		\$0)
004-45100-51849 - FOX THEATRE WLSB CAP IMP PRG	\$0	\$500,000	\$500,000		\$0)
004-45100-51850 - DISPATCH CONSTRUCTION RESERV	\$2,500	\$1,000,000	\$250,000		\$750,000)
004-45100-51851 - COMPREHENSIVE PLAN GRANT	\$0	\$150,000	\$90,000		\$60,000)
004-45100-51852 - INDUSTRIAL PARK CAP PRGM	\$0	\$0	\$0		\$0)
004-45100-51860 - GOCO GRANT	\$71,510	\$0	\$0		\$0)
004-45100-51861 - AMER RESCUE PLAN RELIEF FUND	(\$4,000)	\$0	\$0		\$0)
004-45100-51875 - RECYCLING RESOUR OPPORT GRAN	\$82,946	\$0	\$0		\$0)
004-45100-51881 - DOLA REDI GRANT	\$99,333	\$127,908	\$0		\$0)
004-45100-51882 - CDOT HUERFANO RIVER BRIDGE	\$147,175	\$87,069	\$120,000		\$700,000)
004-45100-51884 - FAA DEN-ADO AIRPORT IMPROVEM	\$326,478	\$565	\$0		\$0)
004-45100-51894 - Real Estate Purchases	\$0	\$0	\$0		\$0)
004-45100-51898 - DOLA CDBG GRANT GPID SEWER	\$0	\$0	\$0		\$0)
004-45100-51899 - DOLA ADMIN PLANNING GRANT	\$5,115	\$50,000	\$0		\$0)
004-45100-51900 - CDOT MMOF GRANT - CUCHARA	\$0	\$117,300	\$0		\$117,300)

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	UNAUDITED	AMENDED	PROJECTED		PROPOSE	Item
	ACTUAL	BUDGET	ACTUAL	PROJECTED	BUDGET	
	2022	2023	2023	2023	2024	
004-45100-51901 - CDOT MMOF GRANT - GARDNER	\$0	\$418,000	\$0		\$418,000)
004-45100-51904 - AIRPORT MASTER PLAN	\$172,456	\$230,238	\$155,618		\$65,200)
004-45100-51906 - RACC MAIN STREET GRANT	\$0	\$160,000	\$160,000		\$0)
004-45100-51907 - RETAIL POP-UP EDA GRANT EXP	\$0	\$282,268	\$165,000		\$165,000)
004-45100-51908 - TRANSFER TO ASSET MGMT FUND	\$0	\$140,000	\$0		\$0)
004-45100-51909 - LATCF - LOCAL ASST. & TRIBAL	\$505,852	\$200,000	\$300,000		\$150,000)
004-45100-51910 - NATIONAL OPIOID SETTLEMENT	\$0	\$0	\$0		\$0)
004-45100-51912 - EPC- EIAF GRANT	\$0	\$0	\$2,246,308		\$0)
004-45100-51914 - SEARCH AND RESCUE GRANT 2022	\$0	\$0	\$0		\$0)
004-45100-51915 - SEARCH AND RESCUE PHASE 2	\$0	\$0	\$0		\$0)
***************************************	\$0	\$0	\$0		\$0)
004-45100-51918 - TOURISM MARKETING GRANT 2023	\$0	\$0	\$0		\$0)
004-45100-51919 - CDOT- GMS	\$0	\$0	\$0		\$0)
004-45100-51920 - DOLA INNOVATIVE HOUSING(IHOP)	\$0	\$0	\$60,000		\$53,357	,
004-45100-51921 - Transfer to CTF	\$15,000	\$0	\$0		\$0)
004-45100-51924 - DHSEM GRANT-EMPG23-22EM	\$0	\$0	\$0		\$0)
004-45100-51936 - WALSENBURG RIVERWALK	\$0	\$0	\$0		\$50,000)
004-45100-52000 - CAPITAL OUTLAY	\$604,000	\$200,000	\$100,000		\$0)

\$4,996,122

\$4,836,926

\$4,836,926

\$2,855,590

\$2,855,590

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\$2,513,287

Total SPECIAL PROJECT FUND 45100

SUBTOTAL EXPENDITURES

ENDING UNRESTRICTED	CASH
TOTAL USES OF FUNDS	

UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024	
<u>\$1,290,443</u>	(\$873,835)	<u>\$779,829</u>		\$55,53	<u>37</u>
\$3,803,729	\$4,122,287	<u>\$5,616,755</u>		\$2,911,12	<u>27</u>
Budgeted Endi	ng Unrestricted Cash	\$55,537			
Di	vided By			<u>1.94%</u>	

\$2,855,590

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Total Annual Expenditures:

REVENUES AND EXPENDITURES - DETAIL RETIREMENT FUND

		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES						
Non-Departn	mental 00000					
	005-00000-45000 - PROPERTY TAX	\$128,111	\$130,887	\$167,649		\$143,879
	005-00000-46001 - DEL/PERS B TAX APP	\$313	\$500	\$11,181		\$750
	005-00000-46003 - BACK TAX INT. APP.	\$74	\$100	\$4,690		\$100
	005-00000-46004 - CURRENT INT. APP.	\$483	\$350	\$215		\$350
	005-00000-46006 - SPEC. OWNERSHIP A	\$4,929	\$5,000	\$5,448		\$5,000
	005-00000-46007 - SPEC. OWNERSHIP B	\$7,836	\$5,000	\$7,101		\$5,000
	005-00000-47037 - HOUSING AUTHORITY	\$278	\$278	\$0		\$278
	005-00000-47040 - SOCIAL SERV. SHARE	\$40,612	\$40,000	\$37,396		\$50,000
	005-00000-48000 - INTEREST EARNED	\$0	\$0	\$0		\$0
	005-00000-49256 - FORFEITURES	\$10,000	\$5,000	\$8,000		\$5,000
	Total Non-Departmental 00000	\$192,636	\$187,115	\$241,681		\$210,357
SUBTOTAL I	REVENUES	\$192,636	\$187,115	\$241,681		\$210,357
BEGINNING	UNRESTRICTED CASH					
Non-Departn	mental					
	Total Non-Departmental	\$115,508	\$110,438	\$110,438		\$325,668
TOTAL SOU	RCES OF FUNDS	\$308,145	\$297,553	\$352,119		\$536,025
DEPARTMEN	NT					

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			PROJECTED		PROPOSE	Item 5c.	
		ACTUAL	BUDGET	ACTUAL	PROJECTED	BUDGET	
		2022	2023	2023	2023	2024	
RETIREMENT	7 46800						
	005-46800-51320 - TREASURER FEE	\$3,869	\$4,000	\$5,512		\$5,000	
	005-46800-51344 - CONTRIBUTIONS (RET)	\$188,688	\$190,555	\$20,939		\$231,555	
	Total RETIREMENT 46800	\$192,558	\$194,555	\$26,451		\$236,555	_
SUBTOTAL EX	XPENDITURES	\$192,558	<u>\$194,555</u>	<u>\$26,451</u>		\$236,555	
ENDING UNRI	ESTRICTED CASH	<u>\$115,587</u>	<u>\$102,998</u>	<u>\$325,668</u>		\$299,470	
TOTAL USES (OF FUNDS	<u>\$308,145</u>	\$297,553	<u>\$352,119</u>		\$536,025	
		Deed coded Endin	a Ummaganista d Cash	• \$299,470			
		Budgeted Ending Unrestricted Cash: Divided By Total Annual Expenditures:		<u>\$299,470</u>		126.60%	
				<u>\$236,555</u>			

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REVENUES AND EXPENDITURES - DETAIL

CONTINGENCY FUND

		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES		2022	2020	HUHU	2025	2024
	mental 00000					
1	008-00000-47047 - TRANSFER:FROM PILT FUND	\$0	\$50,000	\$50,000		\$50,000
	008-00000-47113 - TRANS:FROM COUNTY GENERAL	\$0	\$0	\$0		\$0
	008-00000-49046 - TRANS:FROM SPECIAL PROJ. FUN	\$0	\$0	\$0		\$0
	008-00000-49080 - TRANS FROM EMER/SERVICES	\$0	\$150,000	\$150,000		\$150,000
	008-00000-49322 - TSFR FROM DISASTER REC FUND	\$0	\$0	\$0		\$0
	Total Non-Departmental 00000		\$200,000	\$200,000	 -	\$200,000
SUBTOTAL REVENUES		<u> </u>	\$200,000	\$200,000		\$200,000
BEGINNING UNRESTRICTED CASH						
Non-Departn	nental					
					 -	\$37,960
TOTAL SOU	RCES OF FUNDS	<u> </u>	\$200,000	\$200,000		\$237,960
DEPARTMEN						
TRANSFER	TO OTHER FUNDS 45200					
	008-45200-51347 - TRANSFER TO CO GENERAL FUND	\$0	\$0	\$162,040		\$0
	008-45200-51571 - TRANSFER TO ROAD & BRIDGE	\$0	\$0	\$0		\$0
	008-45200-51617 - TRANSFER TO CAP/OUTLAY FUND	\$0	\$0	\$0		\$0
	008-45200-51676 - TRAN:TO EMERG/SERVICES FUND	\$0	\$0	\$0		\$0

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	UNAUDITED	AMENDED	PROJECTED		PROPOSE	Item 5c.
	ACTUAL	BUDGET	ACTUAL	PROJECTED	BUDGET	
_	2022	2023	2023	2023	2024	
008-45200-51794 - TRANS TO: DISASTER REC FUND	\$0	\$0	\$0		\$0	
Total TRANSFER TO OTHER FUNDS 45200	\$0	\$0	\$162,040		\$0	_
CONTINGENT 47000						
008-47000-52200 - CONTINGENCY RESERVE	\$0	\$200,000	\$0		\$237,960	
Total CONTINGENT 47000	\$0	\$200,000	**************************************		\$237,960	_
SUBTOTAL EXPENDITURES	<u>\$0</u>	\$200,000	<u>\$162,040</u>		\$237,960	
ENDING UNRESTRICTED CASH	<u>\$0</u>	<u>\$0</u>	\$37,960		<u>\$0</u>	
TOTAL USES OF FUNDS	<u>\$0</u>	<u>\$200,000</u>	<u>\$200,000</u>		\$237,960	
			ф0			
	Budgeted Ending Unrestricted Cash:		\$0			
	Div	ided By			0.00%	
	Total Annua	al Expenditures:	<u>\$237,960</u>			

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REVENUES AND EXPENDITURES - DETAIL

PARKS AND RECREATION

		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSED BUDGET
		2022	2023	2023	2023	2024
REVENUES						
Non-Departm	mental 00000					
	010-00000-47016 - COMM. CNTR. WLSBG.	\$7,965	\$6,500	\$3,500		\$4,500
	010-00000-47047 - TRANSFER:FROM PILT FUND	\$200,000	\$300,000	\$150,000		\$275,000
	010-00000-47084 - COMM. CNTR. GARDNER	\$2,030	\$1,500	\$1,913		\$2,500
	010-00000-49080 - TRANS FROM EMER/SERVICES	\$0	\$0	\$0		\$0
	010-00000-49275 - RENTAL DEP. CUCHARA MTN PARK	\$300	\$0	\$0		\$0
	010-00000-49348 - ADULT RECREATION	\$6,100	\$6,000	\$11,080		\$7,500
	010-00000-49349 - YOUTH RECREATION	\$5,380	\$6,000	\$6,633		\$5,000
	010-00000-49383 - REVENUE/DONATIONS	\$0	\$0	\$0		\$6,000
	Total Non-Departmental 00000	\$221,775	\$320,000	\$173,127		\$300,500
SUBTOTAL I	REVENUES	\$221,775	\$320,000	\$173,127		\$300,500
BEGINNING	UNRESTRICTED CASH					
Non-Departn	mental					
	Total Non-Departmental		\$43,204	\$43,204		\$22,404
TOTAL SOU	RCES OF FUNDS	\$221,775	\$363,204	\$216,330		\$322,904
DEPARTMEN	NT					
CSU COOPE	ERATIVE EXTENSION 46100					
	010-46100-51110 - SALARIES (EMP)	\$0	\$0	\$0		\$0

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024
010-46100-51161 - OASI (EMP)	\$0	\$0	\$0		\$0
010-46100-51162 - MEDICARE (EMP)	\$0	\$0	\$0		\$0
010-46100-51210 - OFFICE SUPPLIES	\$0	\$0	\$0		\$1,000
010-46100-51321 - TELEPHONE	\$0	\$0	\$0		\$2,000
010-46100-51330 - TRAVEL & TRANSPORTATION	\$0	\$0	\$1,966		\$2,500
010-46100-51342 - CONTRACT PAY/NO BENEFITS	\$0	\$0	\$5,000		\$15,750
Total CSU COOPERATIVE EXTENSION 46100		\$0	\$6,966		\$21,250
P/R ADMINISTRATION 50100					
010-50100-51110 - SALARIES (EMP)	\$119,332	\$148,850	\$107,000		\$159,518
010-50100-51161 - OASI (EMP)	\$7,390	\$9,229	\$8,322		\$9,830
010-50100-51162 - MEDICARE (EMP)	\$1,729	\$1,627	\$1,946		\$2,299
010-50100-51164 - INSURANCE(HEA/RML)	\$28,514	\$30,029	\$29,609		\$16,963
010-50100-51165 - INSURANCE (DENTAL)	\$1,528	\$1,519	\$1,524		\$811
010-50100-51168 - INSURANCE (LIFE)	\$0	\$80	\$0		\$40
010-50100-51210 - OFFICE SUPPLIES	\$454	\$1,000	\$1,000		\$1,000
010-50100-51220 - OPERATING SUPPLIES	\$12,128	\$10,000	\$10,000		\$10,000
010-50100-51310 - PROFESSIONAL SERVICES	\$1,835	\$0	\$0		\$1,000
010-50100-51311 - SEWER/WATER/TRASH	\$324	\$5,000	\$5,000		\$0
010-50100-51320 - TREASURER FEE EXP	\$98	\$0	\$598		\$0
010-50100-51321 - TELEPHONE	\$0	\$1,000	\$0		\$1,000
010-50100-51330 - TRAVEL & TRANSPORTATION	\$69	\$1,000	\$1,000		\$2,000
010-50100-51335 - FUEL REIMBURSEMENT	\$1,252	\$1,000	\$1,000		\$1,000
010-50100-51339 - DUES & MEETINGS	\$0	\$500	\$0		\$1,000
010-50100-51340 - DEPOSIT REFUNDS WALSENBUR CC	\$4,140	\$4,000	\$4,000		\$4,000
010-50100-51350 - PRINTING	\$0	\$1,000	\$1,000		\$1,000

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Item 5c.	

		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSEL BUDGET	item 5c.
		2022	2023	2023	2023	2024	
	010-50100-51370 - UTILITIES	\$32	\$5,000	\$5,000		\$5,000	
	010-50100-51380 - REPAIRS/MAINTENANCE	\$1,487	\$11,000	\$0		\$5,000	
	010-50100-51446 - CWCP	\$0	\$0	\$0		\$1,000	
	010-50100-51447 - UNEMPLOYMENT TAX	\$160	\$0	\$0		\$323	
	010-50100-51457 - CELLULAR SERVICE	\$360	\$1,000	\$960		\$1,440	
	010-50100-51719 - OPERATING SOFTWARE	\$0	\$0	\$0		\$7,500	
	010-50100-51818 - CMP SUPPLIES	\$0	\$0	\$0		\$0	
	010-50100-51871 - HUERFANO YOUTH CONSERVANCY	\$0	\$0	\$0		\$2,000	
	010-50100-51889 - DEPOSIT REFUND GARDNER CC	\$950	\$1,000	\$2,000		\$2,000	
	010-50100-51892 - ADULT RECREATION	\$845	\$9,400	\$7,000		\$7,000	
	010-50100-52000 - CAPITAL OUTLAY	\$0	\$0	\$0		\$0	
	Total P/R ADMINISTRATION 50100	\$182,628	\$243,234	\$186,960	· 	\$242,724	_
SUBTOTAL EX	KPENDITURES	\$182,628	\$243,234	\$193,927		\$263,974	_
ENDING UNRI	ESTRICTED CASH	\$39,147	\$119,970	<u>\$22,404</u>		\$58,930	
TOTAL USES OF FUNDS		<u>\$221,775</u>	<u>\$363,204</u>	<u>\$216,330</u>		\$322,904	
		Budgeted Endin	ng Unrestricted Cash	<u>\$58,930</u>			
		Di	vided By			22.32%	
		Total Annu	ual Expenditures:	\$263,974			

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REVENUES AND EXPENDITURES - DETAIL HUERF CO HOUSING AUTHORITY

	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES					
Non-Departmental 00000					
011-00000-47047 - TRANSFER:FROM PILT FUND	\$0	\$0	\$0		\$50,000
Total Non-Departmental 00000	\$0				\$50,000
SUBTOTAL REVENUES	\$0	<u>\$0</u>	<u>\$0</u>		\$50,000
BEGINNING UNRESTRICTED CASH					
Non-Departmental					
Total Non-Departmental	<u> </u>		<u> </u>	 -	
TOTAL SOURCES OF FUNDS	<u> </u>	<u>\$0</u>	<u>\$0</u>		\$50,000
DEPARTMENT					
HOUSING AUTHORITY 50300					
011-50300-51310 - PROFESSIONAL SERVICES	\$0	\$50,000	\$0		\$50,000
Total HOUSING AUTHORITY 50300	\$0	\$50,000	<u> </u>	. 	\$50,000
SUBTOTAL EXPENDITURES	<u>\$0</u>	\$50,000	<u>\$0</u>		\$50,000

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ENDING UNRESTRICTED CASH
TOTAL USES OF FUNDS

UNAUDITED	AMENDED	PROJECTED		PROPOSE	Item 5
ACTUAL	BUDGET	ACTUAL	PROJECTED	BUDGET	
2022	2023	2023	2023	2024	
<u>\$0</u>	(\$50,000)	<u>\$0</u>		<u>\$0</u>	<u>)</u>
<u>\$0</u>	<u>\$0</u>	<u>\$0</u>		\$50,000	<u>)</u>

Budgeted Ending Unrestricted Cash:	<u>\$0</u>	
Divided By		0.00%
Total Annual Expenditures:	<u>\$50,000</u>	

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REVENUES AND EXPENDITURES - DETAIL CONSERVATION TRUST FUND

		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES		2022	2023	2023	2023	2024
Non-Departmental 00000						
050-00000-48000 - INTEREST EARNEI)	\$26	\$32	\$35		\$32
050-00000-49001 - COLORADO LOTTE	ERY	\$18,455	\$14,000	\$14,724		\$14,000
050-00000-49377 - TRANSFER FROM 0	OTHER ENTITIES	\$15,000	\$0	\$0		\$0
	Departmental 00000	\$33,481	<u> </u>	<u> </u>	 -	\$14,032
SUBTOTAL REVENUES		\$33,481	<u>\$14,032</u>	<u>\$14,759</u>		\$14,032
BEGINNING UNRESTRICTED CASH Non-Departmental						
Non-Departmental	Non-Departmental		\$46,403	\$46,403	 -	\$43,315
Non-Departmental	Non-Departmental	\$22,921 \$56,403	\$46,403 \$60,435	\$46,403 \$61,162	 -	\$43,315
Non-Departmental Total	Non-Departmental	- <u></u>			- -	
Non-Departmental Total TOTAL SOURCES OF FUNDS	Non-Departmental	- <u></u>			- -	
Non-Departmental Total TOTAL SOURCES OF FUNDS DEPARTMENT		- <u></u>			- -	
Non-Departmental Total TOTAL SOURCES OF FUNDS DEPARTMENT CONSERVATION TRUST 47100		\$56,403	\$60,435	\$61,162		<u>\$57,347</u>
Non-Departmental Total Total TOTAL SOURCES OF FUNDS DEPARTMENT CONSERVATION TRUST 47100 050-47100-51342 - CONTRACT PAY/No	O BENEFITS	\$56,403 \$10,000	\$60,435 \$12,000	\$61,162 \$13,333		\$57,347 \$12,000
Total TOTAL SOURCES OF FUNDS DEPARTMENT CONSERVATION TRUST 47100 050-47100-51342 - CONTRACT PAY/No	O BENEFITS	\$56,403 \$10,000 \$0	\$60,435 \$12,000 \$0	\$61,162 \$13,333 \$400		\$57,347 \$12,000 \$0
Total TOTAL SOURCES OF FUNDS DEPARTMENT CONSERVATION TRUST 47100 050-47100-51342 - CONTRACT PAY/No 050-47100-51348 - FIESTA PARK 050-47100-51380 - REPAIRS/MAINTEN	O BENEFITS NANCE	\$56,403 \$10,000 \$0 \$0	\$60,435 \$12,000 \$0 \$0	\$61,162 \$13,333 \$400 \$0		\$57,347 \$12,000 \$0 \$0

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	UNAUDITED	AMENDED	PROJECTED	DDA HCTED	PROPOSE	Item 5c.
	ACTUAL	BUDGET	ACTUAL	PROJECTED	BUDGET	
	2022	2023	2023	2023	2024	
050-47100-51937 - BADITO RANCH ON THE RIVER	\$0	\$0	\$0		\$0)
Total CONSERVATION TRUST 47100	\$10,000	\$32,000	\$17,847		\$32,000	_
SUBTOTAL EXPENDITURES	\$10,000	\$32,000	\$17,847		\$32,000	!
ENDING UNRESTRICTED CASH	<u>\$46,403</u>	<u>\$28,435</u>	<u>\$43,315</u>		\$25,347	-
TOTAL USES OF FUNDS	<u>\$56,403</u>	<u>\$60,435</u>	<u>\$61,162</u>		<u>\$57,347</u>	-
	Budgeted Ending	g Unrestricted Cash:	\$25,347			
	Divi	ided By			79.21%	
	Total Annua	l Expenditures:	<u>\$32,000</u>			

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REVENUES AND EXPENDITURES - DETAIL

P.I.L.T.

		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSED BUDGET
		2022	2023	2023	2023	2024
REVENUES						
Non-Departm	mental 00000					
	051-00000-47030 - OTHER REFUNDS	\$100,000	\$0	\$0		\$0
	051-00000-48000 - INTEREST EARNED	\$0	\$0	\$0		\$0
	051-00000-49045 - P.I.L.T.	\$573,882	\$550,000	\$613,236		\$600,000
	051-00000-49263 - 2018 SPRING FIRE	\$73,471	\$0	\$0		\$0
	051-00000-49308 - ECONOMIC DEVELOPMENT COFTM	\$0	\$0	\$0		\$0
	051-00000-49314 - FMLD GRANT (WOOD CHIPPER)	\$0	\$0	\$0		\$0
	051-00000-49316 - SURPLUS EQUIPMENT CAP OUTLAY	\$0	\$0	\$0		\$0
	051-00000-49322 - TSFR FROM DISASTER REC FUND	\$0	\$0	\$0		\$0
	Total Non-Departmental 00000	\$747,353	\$550,000	\$613,236		\$600,000
SUBTOTAL I	REVENUES	\$747,353	\$550,000	\$613,236		\$600,000
BEGINNING	UNRESTRICTED CASH					
Non-Departm	mental					
	_ 				 .	
		\$472,920	\$64,302	\$64,302		\$13,132
TOTAL SOU	RCES OF FUNDS	\$1,220,273	<u>\$614,302</u>	\$677,538		\$613,132
DEPARTMEN	NT					
PILT 47200)					
	051-47200-51310 - PROFESSIONAL SERVICES	\$31,690	\$0	\$0		\$0

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	UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSE_ BUDGET	Item
	2022	2023	2023	2023	2024	
051-47200-51341 - DUES (COG)	\$7,500	\$7,500	\$7,500		\$7,500	
051-47200-51347 - TRANSFER TO CO GENERAL FUND	\$0	\$0	\$0		\$0	
051-47200-51543 - COUNTY FAIR	\$5,500	\$6,000	\$6,000		\$6,000	
051-47200-51547 - GARDNER RODEO ARENA PAINT	\$0	\$0	\$0		\$0	
051-47200-51570 - PREDATOR CONTROL	\$0	\$0	\$0		\$0	
051-47200-51571 - TRANSFER TO ROAD & BRIDGE	\$400,000	\$450,000	\$400,000		\$200,000	
051-47200-51573 - ACTION 22	\$0	\$0	\$0		\$0	
051-47200-51617 - TRANSFER TO CAP/OUTLAY FUND	\$0	\$0	\$0		\$0	
051-47200-51668 - TRANSFER TO WTS ENTERPRISE	\$0	\$0	\$0		\$0	
051-47200-51687 - COMMUNITY SERVICES	\$1,793	\$0	\$3,006		\$0	
051-47200-51731 - WALSENBURG RECYCLING	\$0	\$0	\$0		\$0	
051-47200-51747 - H/C WATER CONSERVANCY DIST	\$20,000	\$0	\$0		\$0	
051-47200-51766 - CUCHARA MOUNTAIN PARK	\$0	\$0	\$0		\$0	
051-47200-51779 - INDUSTRIAL PARK	\$2,145	\$0	\$0		\$0	
051-47200-51781 - ECONOMIC DEVELOPMENT	\$10,400	\$5,000	\$27,900		\$0	
051-47200-51794 - TRANS TO: DISASTER REC FUND	\$0	\$34,500	\$0		\$0	
051-47200-51808 - CONTRACT PAY (CMP)	\$0	\$0	\$0		\$0	
051-47200-51843 - FMLD GRANT WOOD CHIPPER	\$0	\$0	\$0		\$0	
051-47200-51844 - TRANS:TO LODGING AND TOURISM	\$0	\$0	\$0		\$0	
051-47200-51846 - WTS EQUIPMENT	\$0	\$0	\$0		\$0	
051-47200-51858 - COMMUNITY DEVELOPMENT	\$132,030	\$0	\$0		\$0	
051-47200-51876 - TRANSFER TO: PARKS & REC FUN	\$200,000	\$300,000	\$150,000		\$275,000	
051-47200-51877 - TRANSFER TO: HOUSING AUTHORI	\$0	\$0	\$0		\$50,000	
051-47200-51905 - TRANSFER TO CONTINGENCY FUND	\$0	\$50,000	\$50,000		\$50,000	
051-47200-52000 - CAPITAL OUTLAY	\$317,914	\$140,000	\$20,000		\$0	

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		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024	
	Total PILT 47200	\$1,128,971 	\$993,000	\$664,406		\$588,500	0
SUBTOTAL EXPENDITURES		\$1,128,971	\$993,000	<u>\$664,406</u>		\$588,500	<u>)</u>
ENDING UNRESTRICTED CASH		<u>\$91,302</u>	<u>(\$378,698)</u>	\$13,132		\$24,632	<u>2</u>
TOTAL USES OF FUNDS		\$1,220,273	<u>\$614,302</u>	\$677,538		\$613,132	2
		Budgeted Ending Unrestricted Cash:		\$24,632			
		Divided By Total Annual Expenditures:		<u>\$588,500</u>		4.19%	

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REVENUES AND EXPENDITURES - DETAIL FEDERAL FOREST PROJECT FUND

	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES					
Non-Departmental 00000					
062-00000-47030 - OTHER REFUNDS	\$501	\$0	\$0		\$0
062-00000-48000 - INTEREST EARNED	\$0	\$0	\$0		\$0
062-00000-49072 - FEDERAL FOREST PAYMENT	\$18,124	\$16,000	\$24,505		\$18,405
062-00000-49300 - MILE HI YOUTH CORE REIMBURSE	\$0	\$0	\$0		\$0
Total Non-Departmental 00000	\$18,624	\$16,000	\$24,505		\$18,405
SUBTOTAL REVENUES	\$18,624	<u>\$16,000</u>	<u>\$24,505</u>		\$18,405
BEGINNING UNRESTRICTED CASH					
Non-Departmental					
Total Non-Departmental	\$53,761	\$72,258	\$72,258	 -	\$77,540
TOTAL SOURCES OF FUNDS	\$72,386	\$88,258	\$96,763		\$95,945
DEPARTMENT					
FEDERAL FOREST PROJECT FUND 48200					
062-48200-51498 - SEARCH AND RESCUE	\$0	\$20,000	\$18,023		\$30,000
062-48200-51805 - TITLE III (FIREWISE PROGRAM)	\$128	\$43,636	\$1,200		\$65,945
Total FEDERAL FOREST PROJECT FUND 48200	\$128	\$63,636	\$19,223		\$95,945
SUBTOTAL EXPENDITURES	\$128	\$63,636	\$19,223		\$95,945

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ENDING UNRESTRICTED CASH
TOTAL USES OF FUNDS

UNAUDITED	AMENDED	PROJECTED		PROPOSE	em 5c.
ACTUAL	BUDGET	ACTUAL	PROJECTED	BUDGET	
2022	2023	2023	2023	2024	•
<u>\$72,258</u>	<u>\$24,622</u>	<u>\$77,540</u>		<u>\$0</u>	
<u>\$72,386</u>	<u>\$88,258</u>	<u>\$96,763</u>		<u>\$95,945</u>	

Budgeted Ending Unrestricted Cash:	<u>\$0</u>	
Divided By		0.00%
Total Annual Expenditures:	<u>\$95,945</u>	

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REVENUES AND EXPENDITURES - DETAIL CORRECTIONAL/FAC ENTERPRISE

	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES					
Non-Departmental 00000					
065-00000-48000 - INTEREST EARNED	\$10	\$8	\$12		\$0
065-00000-49300 - MILE HI YOUTH CORE REIMBURSE	\$0	\$0	\$0		\$0
Total Non-Departmental 00000	\$10		\$12		50
SUBTOTAL REVENUES	\$10	<u>\$8</u>	<u>\$12</u>		<u>\$0</u>
BEGINNING UNRESTRICTED CASH					
Non-Departmental					
Total Non-Departmental	\$11,029			 -	
TOTAL SOURCES OF FUNDS	\$11,039	<u>\$11,047</u>	\$11,05 <u>1</u>		<u>\$0</u>
DEPARTMENT					
CORRECTIONAL/FAC ENTERPRISE 48600					
065-48600-51303 - AUDITOR	\$0	\$0	\$0		\$0
065-48600-51353 - DEPRECIATION	\$6,775	\$11,008	\$11,051		\$0
065-48600-51575 - MONITOR	\$0	\$0	\$0		\$0
065-48600-51577 - GRANTS	\$0	\$0	\$0		\$0
065-48600-51578 - PAYMENT TO CCA	\$0	\$0	\$0		\$0
Total CORRECTIONAL/FAC ENTERPRISE 48600	\$6,775	\$11,008	\$11,051		

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ENDING UNRESTRICTED CASH
TOTAL LISES OF FUNDS

UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024	
<u>\$4,264</u>	<u>\$39</u>	<u>\$0</u>		9	<u>80</u>
<u>\$11,039</u>	<u>\$11,047</u>	<u>\$11,051</u>		9	<u>80</u>
Budgeted Endin	ng Unrestricted Cash	\$0			
Di	vided By			0.00%	
Total Annu	ual Expenditures:	<u>\$0</u>			

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Public Welfare Fund

	2022	2023	2023	2024
Description	Actual	Budgeted	Estimated	Recommended
Revenues				
Rev. other than Property Tax	\$1,938,343	\$1,939,842	\$2,107,574	\$2,060,805
Property Tax	\$355,856	\$359,710	\$304,802	\$418,220
County Revenues	\$38,648	\$37,000	\$33,300	\$39,800
Total Revenue	\$2,332,846	\$2,336,552	\$2,445,676	\$2,518,825
Beginning Balance	\$453,517	\$381,587	\$490,314	\$628,895
Total Available Revenue	\$2,786,363	\$2,718,139	\$2,935,990	\$3,147,720
Expenditures				
Assistance Payments	\$166,699	\$221,794	\$212,831	\$231,958
Social Service Programs	\$2,129,349	\$2,222,657	\$2,094,264	\$2,376,834
Total Expenditure	\$2,296,049	\$2,444,451	\$2,307,095	\$2,608,792
Total Revenues	¢2 796 262	¢2 710 120	¢2 02E 000	¢2 147 720
	\$2,786,363	\$2,718,139	\$2,935,990	\$3,147,720
Total Expenditures	\$2,296,049	\$2,444,451	\$2,307,095	\$2,608,792
Ending Fund Balance	\$490,314	\$273,688	\$628,895	\$538,928

REVENUES AND EXPENDITURES - DETAIL WASTE TRANSFER ENTERPRISE

		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSED BUDGET
		2022	2023	2023	2023	2024
REVENUES						
Non-Departm	nental 00000					
	068-00000-47030 - OTHER REFUNDS	\$16,919	\$3,000	\$3,765		\$6,000
	068-00000-47047 - TRANSFER:FROM PILT FUND	(\$154)	\$0	\$0		\$0
	068-00000-48000 - INTEREST EARNED	\$0	\$0	\$0		\$0
	068-00000-49056 - TRANS/STATION FEES COLLECTED	\$30,422	\$55,000	\$3,323		\$60,000
	068-00000-49108 - NSF RECOVERY FEE	\$0	\$5	\$0		\$0
	068-00000-49258 - WTS (CC FEE)	\$54,149	\$40,000	\$82,251		\$55,000
	068-00000-49324 - E WASTE	\$0	\$0	\$0		\$0
	068-00000-49328 - EL DEPOT	\$5,194	\$4,000	\$2,000		\$3,500
	068-00000-49352 - GIFT CARD PURCHASES	\$4,342	\$1,000	\$6,204		\$4,200
	068-00000-49360 - FEES COLLECTED GIFT CARDS	\$2,494	\$500	\$5,211		\$3,200
	068-00000-49382 - RECYCLING	\$0	\$0	\$1,151		\$0
	Total Non-Departmental 00000	\$113,367	\$103,505	\$103,903		\$131,900
SUBTOTAL F	REVENUES	\$113,367	\$103,505	\$103,903		\$131,900
BEGINNING	UNRESTRICTED CASH					
Non-Departm	nental					
	Total Non-Departmental	\$48,183	\$60,812	\$60,812	 -	\$13,551
TOTAL SOUI	RCES OF FUNDS	\$161,550	\$164,317	<u>\$164,715</u>		<u>\$145,451</u>

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		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item 5c.
DEPARTME	NT						_
WASTE TR.	ANSFER STATION 40800						
	068-40800-51110 - SALARIES (EMP)	\$21,078	\$0	\$32,000		\$0)
	068-40800-51161 - OASI (EMP)	\$1,307	\$0	\$0		\$0)
	068-40800-51162 - MEDICARE (EMP)	\$306	\$0	\$0		\$0)
	068-40800-51210 - OFFICE SUPPLIES	\$4	\$200	\$200		\$500)
	068-40800-51220 - OPERATING SUPPLIES	\$476	\$800	\$1,000		\$1,200)
	068-40800-51301 - PROP & CASUALTY INS	\$5,061	\$8,000	\$8,000		\$8,000)
	068-40800-51303 - AUDITOR	\$0	\$124	\$0		\$0)
	068-40800-51310 - PROFESSIONAL SERVICES	\$7,126	\$8,000	\$10,000		\$12,000)
	068-40800-51320 - TREASURER FEE	\$1,032	\$1,100	\$1,100		\$1,100)
	068-40800-51321 - TELEPHONE	\$0	\$0	\$0		\$0)
	068-40800-51335 - FUEL REIMBURSEMENT	\$20,815	\$15,000	\$2,000		\$15,000)
	068-40800-51347 - TRANSFER TO CO GENERAL FUND	\$0	\$20,000	\$0		\$0)
	068-40800-51370 - UTILITIES	\$3,783	\$4,500	\$4,500		\$4,500)
	068-40800-51380 - REPAIRS/MAINTENANCE	\$1,938	\$5,000	\$4,500		\$5,000)
	068-40800-51446 - CWCP	\$1,409	\$0	\$3,311		\$0)
	068-40800-51447 - UNEMPLOYMENT TAX	\$28	\$0	\$28		\$28	<u> </u>
	068-40800-51457 - CELLULAR SERVICE	\$618	\$650	\$650		\$650)
	068-40800-51507 - CONTRACTED REPAIRS	\$0	\$5,000	\$0		\$5,000)
	068-40800-51592 - INSUFFICIENT FUNDS	\$0	\$0	\$0		\$0)
	068-40800-51598 - SIGNS	\$0	\$500	\$0		\$500)
	068-40800-51651 - TIPPING FEE	\$37,297	\$45,000	\$70,000		\$72,500)
	068-40800-51790 - PPE'S	\$0	\$500	\$0		\$250)
	068-40800-51855 - E WASTE (WTS)	\$0	\$10,000	\$11,000		\$12,000)

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	IMAIDITED	AMENDED PROJEC	DDOJECTED		DDODOSE	Item 5c.
	UNAUDITED ACTUAL 2022	BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	
068-40800-51896 - Gift Card Purchases	\$0	\$500	\$2,800	2025	\$0	
068-40800-51897 - Refund Gift Cards WTS	\$0	\$1,000	\$75		\$75	
068-40800-51903 - GIFT CARDS SPENT WTS	\$2,490	\$0	\$0		\$0	
068-40800-52000 - CAPITAL OUTLAY	\$348	\$10,000	\$0		\$0	
Total WASTE TRANSFER STATION 40800	\$105,116	\$135,874	\$151,164		\$138,303	_
SUBTOTAL EXPENDITURES	\$105,116	\$135,874	\$151,164		\$138,303	_
ENDING UNRESTRICTED CASH	<u>\$56,434</u>	<u>\$28,443</u>	<u>\$13,551</u>		<u>\$7,148</u>	
TOTAL USES OF FUNDS	\$161,550	<u>\$164,317</u>	<u>\$164,715</u>		<u>\$145,451</u>	
	Budgeted Endi	ng Unrestricted Cash	: \$7,148			
	Di	vided By			<u>5.17%</u>	
	Total Anni	ual Expenditures:	<u>\$138,303</u>			

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REVENUES AND EXPENDITURES - DETAIL EMERGENCY SERVICES FUND

		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES						
Non-Departm	mental 00000					
	069-00000-47001 - SALES TAX	\$1,152,866	\$950,000	\$1,200,000		\$1,200,000
	069-00000-47025 - PROPERTY AND CASUALTY REFUND	\$0	\$0	\$0		\$0
	069-00000-47030 - OTHER REFUNDS	\$383,071	\$0	\$9,509		\$0
	069-00000-47100 - HIGHWAY USERS TAX	\$0	\$0	\$0		\$0
	069-00000-47180 - HOMELAND SECURITY GRANT/FED	(\$5,936)	\$0	\$45,000		\$30,000
	069-00000-47186 - EMERGENCY MANAGEMENT	\$127,646	\$40,652	\$51,488		\$50,000
	069-00000-48000 - INTEREST EARNED	\$0	\$0	\$0		\$0
	069-00000-49235 - FIRE MITIGATION MGR GRANT	\$0	\$0	\$0		\$60,000
	069-00000-49290 - EMPG SPECIAL PROJECT GRANT	\$0	\$10,000	\$7,515		\$10,000
	069-00000-49330 - SMALL DOLLAR GRANT	\$0	\$0	\$0		\$0
	Total Non-Departmental 00000	\$1,657,647	\$1,000,652	\$1,313,512		\$1,350,000
– – – UBTOTAL I	REVENUES	\$1,657,647	\$1,000,652	\$1,313,512		\$1,350,000
EGINNING	UNRESTRICTED CASH					
Non-Departm	nental					
	Total Non-Departmental	\$719,003	\$917,930	\$917,930	 -	\$1,411,513
OTAL SOU	RCES OF FUNDS	\$2,376,649	\$1,918,582	\$2,231,442		\$2,761,513
EPARTME	NT					

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	UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSE BUDGET
	2022	2023	2023	2023	2024
CY MANAGEMENT 42100					
069-42100-51110 - SALARIES (EMP)	\$139,741	\$171,264	\$90,000		\$134,801
069-42100-51161 - OASI (EMP)	\$7,214	\$10,618	\$4,673		\$8,078
069-42100-51162 - MEDICARE (EMP)	\$2,464	\$2,483	\$1,093		\$1,889
069-42100-51164 - INSURANCE(HEA/RML)	\$27,590	\$51,898	\$19,669		\$29,886
069-42100-51165 - INSURANCE (DENTAL)	\$1,629	\$2,854	\$1,046		\$1,461
069-42100-51168 - INSURANCE (LIFE)	\$0	\$0	\$0		\$53
069-42100-51210 - OFFICE SUPPLIES	\$569	\$200	\$300		\$300
069-42100-51220 - OPERATING SUPPLIES	\$4,402	\$4,000	\$1,000		\$4,000
069-42100-51310 - PROFESSIONAL SERVICES	\$2,545	\$2,500	\$6,000		\$2,500
069-42100-51321 - TELEPHONE	\$0	\$0	\$0		\$0
069-42100-51330 - TRAVEL & TRANSPORTATION	\$0	\$2,000	\$1,000		\$2,000
069-42100-51335 - FUEL REIMBURSEMENT	\$3,374	\$4,000	\$500		\$3,500
069-42100-51336 - DEPARTMENT UNIFORMS	\$86	\$300	\$200		\$300
069-42100-51350 - PRINTING	\$0	\$500	\$0		\$500
069-42100-51380 - REPAIRS/MAINTENANCE	\$0	\$2,000	\$1,500		\$2,000
069-42100-51393 - TRAINING	\$1,639	\$4,000	\$3,000		\$4,000
069-42100-51457 - CELLULAR SERVICE	\$2,009	\$1,440	\$1,440		\$1,440
069-42100-51500 - EQUIPMENT	\$3,409	\$5,000	\$3,000		\$5,000
069-42100-51604 - HOMELAND SECURITY/FEDERAL	\$0	\$14,939	\$45,000		\$30,000
069-42100-51772 - DISASTER SUPPLIES	\$0	\$5,000	\$150		\$5,000
069-42100-51862 - SMALL DOLLAR GRANT	\$0	\$0	\$0		\$0
069-42100-52000 - CAPITAL OUTLAY	\$0	\$30,000	\$0		\$30,000
Total EMERGENCY MANAGEMENT 42100	\$196,672	\$314,996	\$179,570	 -	\$266,709

EMERGENCY SERVICES FUND 49000

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024
069-49000-51110 - SALARIES (EMP)	\$327,261	\$327,000	\$250,000		\$351,500
069-49000-51161 - OASI (EMP)	\$20,272	\$20,274	\$18,927		\$21,793
069-49000-51162 - MEDICARE (EMP)	\$4,741	\$4,742	\$4,426		\$5,097
069-49000-51164 - INSURANCE(HEA/RML)	\$46,640	\$57,477	\$49,881		\$73,991
069-49000-51165 - INSURANCE (DENTAL)	\$6,130	\$3,167	\$2,215		\$1,461
069-49000-51168 - INSURANCE (LIFE)	\$0	\$0	\$0		\$252
069-49000-51210 - OFFICE SUPPLIES	\$4,487	\$1,750	\$1,750		\$1,750
069-49000-51220 - OPERATING SUPPLIES	\$8,272	\$13,000	\$13,000		\$13,000
069-49000-51301 - PROP & CASUALTY INS	\$12,652	\$20,000	\$14,777		\$20,000
069-49000-51303 - AUDITOR	\$0	\$4,800	\$0		\$4,800
069-49000-51310 - PROFESSIONAL SERVICES	\$0	\$19,500	\$25,133		\$20,000
069-49000-51320 - TREASURER FEE	\$40,148	\$35,000	\$16,415		\$38,000
069-49000-51321 - TELEPHONE	\$4,690	\$4,100	\$3,000		\$4,100
069-49000-51330 - TRAVEL & TRANSPORTATION	\$2,493	\$1,500	\$0		\$1,500
069-49000-51335 - FUEL REIMBURSEMENT	\$312	\$600	\$150		\$500
069-49000-51336 - DEPARTMENT UNIFORMS	\$0	\$1,000	\$1,000		\$1,000
069-49000-51347 - TRANSFER TO CO GENERAL FUND	\$0	\$400,000	\$0		\$600,000
069-49000-51370 - UTILITIES	\$0	\$9,500	\$6,500		\$9,500
069-49000-51380 - REPAIRS/MAINTENANCE	\$0	\$2,000	\$2,000		\$2,000
069-49000-51393 - TRAINING	\$3,120	\$7,000	\$3,500		\$7,000
069-49000-51446 - CWCP	\$1,411	\$7,622	\$7,700		\$7,700
069-49000-51447 - UNEMPLOYMENT TAX	\$662	\$1,000	\$600		\$1,000
069-49000-51457 - CELLULAR SERVICE	\$779	\$2,050	\$1,440		\$2,160
069-49000-51617 - TRANSFER TO CAP/OUTLAY FUND	\$200,000	\$0	\$0		\$250,000
069-49000-51669 - RADIO LICENSING	\$0	\$300	\$0		\$300

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l Item 5c.	

	UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSEL BUDGET	item 5c.
	2022	2023	2023	2023	2024	
069-49000-51677 - PAYMENT TO CGF (RENT/UTIL)	\$0	\$5,000	\$0		\$5,000	
069-49000-51679 - TOWER MAINTENANCE	\$7,811	\$5,000	\$500		\$5,000	
069-49000-51711 - PRINCIPAL ON LEASE PURCHASE	\$57,073	\$47,462	\$47,462		\$50,000	
069-49000-51712 - INTEREST ON LEASE PURCHASE	\$8,674	\$0	\$0		\$0	
069-49000-51719 - OPERATING SOFTWARE	\$0	\$2,500	\$6,875		\$7,000	
069-49000-51720 - COMPUTER HARDWARE	\$0	\$20,000	\$0		\$20,000	
069-49000-51740 - VEHICLE EXPENSE	\$20	\$2,000	\$500		\$2,000	
069-49000-51741 - RADIO MAINTENANCE	\$0	\$3,000	\$0		\$3,000	
069-49000-51905 - TRANSFER TO CONTINGENCY FUND	\$0	\$150,000	\$150,000		\$150,000	
069-49000-52000 - CAPITAL OUTLAY	\$400,810	\$0	\$12,609		\$15,000	
Total EMERGENCY SERVICES FUND 49000	\$1,158,460	\$1,178,344	\$640,360		\$1,695,403	_
SUBTOTAL EXPENDITURES	\$1,355,132	\$1,493,340	\$819,929		\$1,962,112	
ENDING UNRESTRICTED CASH	\$1,021,517	<u>\$425,242</u>	<u>\$1,411,513</u>		\$799,402	
TOTAL USES OF FUNDS	\$2,376,649	<u>\$1,918,582</u>	\$2,231,442		\$2,761,513	

Budgeted Ending Unrestricted Cash:	<u>\$799,402</u>	
Divided By		40.74%
Total Annual Expenditures:	<u>\$1,962,112</u>	

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REVENUES AND EXPENDITURES - DETAIL GARDNER PUBLIC IMP DISTRICT

		UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSED BUDGET
		2022	2023	2023	2023	2024
VENUES						
Non-Depart	mental 00000					
	070-00000-47030 - OTHER REFUNDS	\$139	\$50	\$0		\$0
	070-00000-47062 - GPID SPECIAL ASSESSMENT	\$0	\$0	\$0		\$0
	070-00000-49096 - WATER FEES	\$23,108	\$32,000	\$26,000		\$25,000
	070-00000-49097 - SEWER FEES	\$22,067	\$28,000	\$25,617		\$25,000
	070-00000-49105 - LATE FEES	\$1,635	\$1,500	\$1,451		\$1,500
	070-00000-49106 - CONNECT/DISCONNECT FEES	\$200	\$400	\$167		\$250
	070-00000-49112 - WATER PROJECT GRANT #12052	\$5,181	\$0	\$0		\$0
	070-00000-49220 - BULK WATER STATION FEES	\$29,257	\$40,000	\$29,173		\$30,000
	070-00000-49238 - WATER SVC. DEPOSIT	\$120	\$120	\$33		\$120
	070-00000-49249 - SEWER TAP (GPID)	\$1	\$0	\$33		\$0
	070-00000-49262 - BULK WATER APPLICATION FEE	\$500	\$500	\$2,427		\$2,000
	070-00000-49264 - GPID WATER PLANT INVEST FEE	\$905	\$600	\$642		\$700
	070-00000-49265 - GPID SEWER PLANT INVEST FEE	\$2,383	\$2,500	\$4,093		\$2,400
	070-00000-49266 - GPID SPECIAL METER READ	\$0	\$0	\$0		\$0
	070-00000-49301 - GPID WATER SOURCE (PP)	\$0	\$0	\$0		\$0
	070-00000-49312 - GARDNER WTR SYS EMG GRANT	\$0	\$0	\$0		\$0
	070-00000-49332 - WQIF-WATER QUAL IMP GRANT	\$0	\$0	\$0		\$0
	070-00000-49371 - Bulk Water Annual Fee	\$0	\$0	\$600		\$380

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024
070-00000-49372 - Bulk Water Inactive Fee	\$0	\$0	\$0		\$0
Total Non-Departmental 00000	\$85,496	\$105,670	\$90,236		\$87,350
SUBTOTAL REVENUES	\$85,496	\$105,670	\$90,236		\$87,350
BEGINNING UNRESTRICTED CASH					
Non-Departmental					
Total Non-Departmental		(\$14,334)	(\$14,334)	 -	\$2,820
TOTAL SOURCES OF FUNDS	\$89,115	\$91,336	\$75,90 <u>2</u>		<u>\$90,170</u>
DEPARTMENT					
GARDNER PUBLIC IMP DISTRICT 49100					
070-49100-51110 - SALARIES (EMP)	\$13,000	\$0	\$0		\$0
070-49100-51161 - OASI (EMP)	\$806	\$0	\$0		\$0
070-49100-51162 - MEDICARE (EMP)	\$189	\$0	\$0		\$0
070-49100-51164 - INSURANCE(HEA/RML)	\$5,907	\$0	\$0		\$0
070-49100-51165 - INSURANCE (DENTAL)	\$400	\$0	\$0		\$0
070-49100-51210 - OFFICE SUPPLIES	\$0	\$500	\$500		\$500
070-49100-51220 - OPERATING SUPPLIES	\$3,467	\$2,500	\$5,000		\$5,000
070-49100-51301 - PROP & CASUALTY INS	\$0	\$0	\$0		\$0
070-49100-51303 - AUDITOR	\$0	\$273	\$0		\$0
070-49100-51310 - PROFESSIONAL SERVICES	\$2,523	\$15,000	\$1,000		\$10,000
070-49100-51320 - TREASURER FEE	\$844	\$850	\$850		\$850
070-49100-51321 - TELEPHONE/BULK WATER STATION	\$1,200	\$1,100	\$1,200		\$1,200
070-49100-51330 - TRAVEL & TRANSPORTATION	\$62	\$200	\$200		\$200
070-49100-51342 - CONTRACT PAY/NO BENEFITS	\$0	\$0	\$0		\$0
070-49100-51353 - DEPRECIATION	\$39,735	\$0	\$0		\$0

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	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024	Item
070-49100-51370 - UTILITIES	\$9,622	\$11,000	\$10,000	2025	\$10,500	-
070-49100-51380 - REPAIRS/MAINTENANCE	\$3,789	\$5,000	\$5,000		\$5,000	_
070-49100-51393 - TRAINING	\$358	\$1,000	\$1,000		\$1,000	_
070-49100-51420 - DUES & MEETINGS	\$200	\$300	\$200		\$300	_
070-49100-51446 - CWCP	\$0	\$0	\$0		\$0	_
070-49100-51447 - UNEMPLOYMENT TAX	\$21	\$62	\$30		\$50	_
070-49100-51457 - CELLULAR PHONE SERVICE	\$378	\$580	\$400		\$450	_
070-49100-51571 - TRANSFER TO ROAD & BRIDGE	\$0	\$0	\$0		\$0	_
070-49100-51592 - INSUFFICIENT FUNDS	\$0	\$75	\$0		\$0	_
070-49100-51688 - AUGMENTATION WATER	\$35,412	\$39,347	\$30,000		\$38,000	_
070-49100-51691 - TESTING	\$7,120	\$12,000	\$12,000		\$12,000	_
070-49100-51727 - BULK WATER FILL STATION	\$0	\$500	\$0		\$0	_
070-49100-51751 - WATER SERVICE DEPOSIT REFUND	\$129	\$500	\$150		\$400	_
070-49100-51764 - BULK WATER REFUND	\$116	\$200	\$700		\$300	_
070-49100-51791 - GPID PURSUING EXCELLENCE GRT	\$0	\$0	\$0		\$0	_
070-49100-51793 - UTILITY LOCATES	\$47	\$30	\$50		\$50	
070-49100-51802 - GPID SPEC ASSESSMENT APPLIED	\$0	\$0	\$0		\$0	
070-49100-51827 - STATE PERMITS	\$668	\$1,000	\$700		\$700	_
070-49100-51829 - GPID-WATER SOURCE PROTECTION	\$0	\$0	\$0		\$0	
070-49100-51839 - GARDNER WTR SYS EMG GRANT	\$0	\$0	\$0		\$0	
070-49100-51864 - WQIF-WATER QUAL IMP GRANT	\$20,612	\$0	\$0		\$0	
#######################################	\$0	\$0	\$352		\$0	_
070-49100-52000 - CAPITAL OUTLAY	\$0	\$0	\$3,750		\$0	_
Total GARDNER PUBLIC IMP DISTRICT 49100	\$146,602	\$92,017	\$73,082		\$86,500	-
EXPENDITURES	\$146,602	\$92,017	\$73,082		\$86,500	

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 Operator: cyoung
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ENDING UNRESTRICTED	CASH
TOTAL USES OF FUNDS	

UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSEL BUDGET 2024	Item 5c.
(\$57,486)	<u>(\$681)</u>	<u>\$2,820</u>		\$3,670	
<u>\$89,115</u>	<u>\$91,336</u>	<u>\$75,902</u>		\$90,170	
Budgeted Endi	ng Unrestricted Cash:	\$3,670		4.249/	
	vided By ual Expenditures:	<u>\$86,500</u>		4.24%	

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REVENUES AND EXPENDITURES - DETAIL DISASTER RECOVERY FUND

tal 00000 071-00000-47030 - OTHER REFUNDS	2022	2023	2023	2023	2024
	\$500,000	\$0	\$0		\$0
071-00000-47047 - TRANSFER:FROM PILT FUND	\$500,000	\$34,500	\$34,500		\$0 \$0
			. ,		
071-00000-47164 - MISC REVENUE	\$0	\$0	\$0		\$0
071-00000-48000 - INTEREST EARNED	\$0	\$0	\$0		\$0
071-00000-49279 - FLOOD GAUGE PROJECT GRANT	\$0	\$0	\$0		\$0
071-00000-49283 - EWP PHASE 1	\$0	\$0	\$0		\$0
071-00000-49284 - DIST HEALTH GRANT (ASH OUT)	\$0	\$0	\$0		\$0
071-00000-49286 - EWP PHASE 1 (HOME OWNER)	\$0	\$0	\$0		\$0
071-00000-49302 - PERFORMANCE BOND (HOLD)	\$0	\$0	\$0		\$0
071-00000-49317 - CARES HUERFANO COUNTY	\$0	\$0	\$0		\$0
071-00000-49326 - DOLA SMALL BUS RECOVRY GRANT	\$0	\$0	\$0		\$0
071-00000-49329 - AMER RESCUE PLAN RELIEF FUND	\$669,831	\$0	\$0		\$0
Total Non-Departmental 00000	\$1,169,830	\$34,500	\$34,500		\$0
VENUES	\$1,169,830	\$34,500	\$34,500		<u>\$0</u>
NRESTRICTED CASH					
tal					
The New December 1	\$ CEO 002	\$1.171.775	ф1 1/1 7/7	. -	
	071-00000-49283 - EWP PHASE 1 071-00000-49284 - DIST HEALTH GRANT (ASH OUT) 071-00000-49286 - EWP PHASE 1 (HOME OWNER) 071-00000-49302 - PERFORMANCE BOND (HOLD) 071-00000-49317 - CARES HUERFANO COUNTY 071-00000-49326 - DOLA SMALL BUS RECOVRY GRANT 071-00000-49329 - AMER RESCUE PLAN RELIEF FUND Total Non-Departmental 00000 VENUES RESTRICTED CASH	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0	\$0	SO

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		UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSE BUDGET 2024
TOTAL SOUI	RCES OF FUNDS	\$1,828,912	\$1,196,267	\$1,196,267		\$995,293
DEPARTMEN	NT					
DISASTER F	RECOVERY FUND 50000					
	071-50000-51304 - ADVERTISING AND PROMOTION	\$0	\$0	\$0		\$0
	071-50000-51320 - TREASURER FEE	\$0	\$0	\$0		\$0
	071-50000-51648 - TRANSFER TO PILT FUND	\$0	\$0	\$0		\$0
	071-50000-51785 - EWP/RECOVERY	\$0	\$0	\$0		\$0
	071-50000-51795 - FLOOD GAUGE PROJECT GRANT	\$0	\$0	\$0		\$0
	071-50000-51801 - EWP PHASE 1	\$0	\$0	\$0		\$0
	071-50000-51803 - DISASTER MANAGER EXPENSE	\$0	\$0	\$0		\$0
	071-50000-51809 - DISASTER MANAGER GRANT (CON)	\$0	\$0	\$0		\$0
	071-50000-51831 - PERFORMANCE BOND REFUND	\$0	\$0	\$0		\$0
	071-50000-51832 - DISASTER MANAGER GRANT VISTA	\$0	\$0	\$0		\$0
	071-50000-51835 - COVID 19 (SUPPLIES)	\$0	\$0	\$0		\$0
	071-50000-51857 - DOLA SMALL BUS RECOVRY GRANT	\$0	\$0	\$0		\$0
	071-50000-51861 - AMER RESCUE PLAN RELIEF FUND	\$167,145	\$1,308,661	\$200,974		\$900,000
	071-50000-52000 - CAPITAL OUTLAY	\$500,000	\$0	\$0		\$0
	Total DISASTER RECOVERY FUND 50000	\$667,145	\$1,308,661	\$200,974		\$900,000
SUBTOTAL E	EXPENDITURES	<u>\$667,145</u>	\$1,308,661	\$200,974		\$900,000
ENDING UNF	RESTRICTED CASH	<u>\$1,161,767</u>	(\$112,394)	<u>\$995,293</u>		<u>\$95,293</u>
TOTAL USES	OF FUNDS	<u>\$1,828,912</u>	<u>\$1,196,267</u>	<u>\$1,196,267</u>		<u>\$995,293</u>
		Di	ng Unrestricted Cash: vided By nal Expenditures:	\$95,293 \$900,000		10.59%

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REVENUES AND EXPENDITURES - DETAIL

ASSET MGMT ENTERPRISE FUND

	UNAUDITED ACTUAL 2022	AMENDED BUDGET 2023	PROJECTED ACTUAL 2023	PROJECTED 2023	PROPOSED BUDGET 2024
REVENUES					
Non-Departmental 00000					
072-00000-48000 - INTEREST EARNED	\$0	\$0	\$0		\$0
072-00000-49380 - EPC LEASE PURCHASE	\$0	\$0	\$91,770		\$159,541
072-00000-49381 - LEASE REVENUE	\$140,000	\$0	\$140,000		\$140,000
072-00000-49999 - BOND/LOAN PROCEEDS	\$0	\$0	\$1,380,092		\$0
Total Non-Departmental 00000	\$140,000	\$0	\$1,611,862		\$299,541
SUBTOTAL REVENUES	\$140,000	<u>\$0</u>	\$1,611,862		\$299,541
BEGINNING UNRESTRICTED CASH Non-Departmental					
Total Non-Departmental		(\$58,408)	(\$58,408)		(\$82,081)
TOTAL SOURCES OF FUNDS	\$140,000	(\$58,408)	\$1,553,454		\$217,460
DEPARTMENT					
TRANSFER TO OTHER FUNDS 45200					
072-45200-51347 - TRANSFER TO CO GENERAL FUND	\$0	\$0	\$0		\$0
072-45200-51571 - TRANSFER TO ROAD & BRIDGE	\$0	\$0	\$0		\$0
072-45200-51617 - TRANSFER TO CAP/OUTLAY FUND	\$0	\$0	\$0		\$0
072-45200-51676 - TRAN:TO EMERG/SERVICES FUND	\$0	\$0	\$0		\$0
072-45200-51794 - TRANS TO: DISASTER REC FUND	\$0	\$0	\$0		\$0

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	UNAUDITED ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROJECTED	PROPOSEL BUDGET	Item 5c.
	2022	2023	2023	2023	2024	
Total TRANSFER TO OTHER FUNDS 4520			\$0	. .		_
ASSET MANAGEMENT ENTERPRISE 50600						_
072-50600-51303 - AUDITOR	\$0	\$0	\$2,500		\$2,500	
072-50600-51308 - BANK CHARGES	\$0	\$0	\$0		\$0	
072-50600-51840 - PRINCIPAL ON DEBT SERVICE	\$0	\$0	\$174,554		\$193,637	
072-50600-51841 - INTEREST ON DEBT SERVICE	\$0	\$0	\$76,139		\$73,920	
072-50600-51845 - LENDER FEES	\$0	\$0	\$2,250		\$5,176	
072-50600-51938 - LEASE/PURCHASE DISBURSEMENT	\$0	\$0	\$1,380,092		\$0	
Total ASSET MANAGEMENT ENTERPRISE 5060	0 \$0		\$1,635,535	· ·	\$275,233	_
SUBTOTAL EXPENDITURES	<u>\$0</u>	<u>\$0</u>	\$1,635,535		\$275,233	_
ENDING UNRESTRICTED CASH	<u>\$140,000</u>	(\$58,408)	(\$82,081)		(\$57,773)	1
TOTAL USES OF FUNDS	<u>\$140,000</u>	(\$58,408)	<u>\$1,553,454</u>		<u>\$217,460</u>	
	Budgeted Endi	Budgeted Ending Unrestricted Cash:				
	Di	Divided By			<u>-20.99%</u>	
	Total Ann	ual Expenditures:	<u>\$275,233</u>			

Dear Board member,

I am looking to remove the lot line in between the lots I own in Navago Estates, The lots are 69+ 10.

I plan de build a pok barn and a home on these properties.

There is no negitive implication to the removing of this lot line

Also would like vacade the Utility easement.

Thank you

Jonathan Mohr 6891 Willis Tx 77318 713-563-757/

WFD 62102@ gmail. com

Item 6a.

111

Huerfano County Land Use Department

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



Huerfano County Board of County Commissioners and Huerfano County Planning Commission Staff Report – Permit #23-028 Vacate Mohr Meeting Type – Joint Public Hearing

Meeting Date: September 12, 2023; Continued on October 10, 2023 due to lack of quorum on Sept. 12.

Request Summary

With this Application Johnathan Mohr (the Applicant) requests the following:

A vacation of lot line and utility easement pursuant to LUR Section §2.15 to vacate an internal lot line and utility easement to consolidate lots 69 (1.91 acres) and 70 (2.61 acres) in Navajo Ranch Estates to create a single lot 70A containing 4.53 acres. The site consists of two vacant parcels (Parcel Numbers 3339369 and 3339370). The 1985 amended subdivision plat for Navajo Ranch Estates (Map 285) establishes a 5-foot utility easement on either side of all side and rear lot lines.

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

Landowner Intent: Plan to build a pole barn and home on combined properties.



23-028 - Vacate

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:

- §2.15.01 Procedures for Vacating Plats, Roads and Easements
- §2.15.02 Submittal requirements: Proof of ownership, copy of approved and recorded plat or easement and a vacated plat; narrative statement
- §2.15.03 Criteria for Action on a Vacating Application
 - 1. That the proposed vacating would not interfere with development of nor deny access via a public thoroughfare to existing structures within the recorded plat, adjoining properties, utility services or other improvements, nor deny access to structures, facilities or sites located beyond the plat or easement to be vacated.
 - 2. That the proposed vacating would not cause undue hardship or inconvenience for any utility company, special district, neighboring landowner or tenant.
 - 3. That the proposed vacating would not be likely to prove detrimental to the public health, safety or welfare of County residents.
 - 4. That the proposed vacating would be consistent with all other provisions in these regulations.
 - 5. That the proposed vacating would not cause undue financial hardship to Huerfano County nor deprive it of needed tax base.

Background

This Application was received on July 13, 2023; Application Fees were received by the County; the applicant will be billed for public noticing fees. The Application was determined to be complete on July 13, 2023.

The Planning Commission reviewed this application on 7/27/2023. A motion was made to consider the application complete and set a date for a Joint Public Hearing at the regular meeting of the Board of County Commissioners on September 12, 2023.

Application Materials

- 1. Land Use Application
- 2. Narrative statement
- 3. Copy of approved and recorded plat or easement and a vacated plat
- 4. Proof of ownership

Criteria/Findings

In order for a Vacation to be issued, the criteria described above in LUR Section 2.05.03 must be met.

Staff has notified San Isabel Electric and Navajo Western Water District regarding the vacation of the utility easement and is awaiting comment. There is no apparent conflict with the land use code or planned land uses that arises from the vacation of this lot line.

Noticing:

10 days notice in paper and to property owners within 500 ft.

Within 500 ft of these properties, there are 25 parcels with 20 unique owners.

23-028 112

Potential Referral agencies

San Isabel Electric Association Navajo Western Water District Huerfano County fire district Huerfano County Health Department Huerfano County Road and Bridge Department School District Huerfano County Water Conservancy District HOA/POA - Navajo Ranch HOA (Dave Rogers?)

Referral Comments

Navajo Ranch HOA chairman, Randy Wilson, responded stating no opposition, and clarifying that the future separation of these lots would be prohibited by the HOA and that only one water tap would be allowed for the newly formed lot.

Potential Conditions

None recommended

Commission Action Options:

Send to the Planning Commission for a recommendation.

Recommendation options:

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

Huerfano County Chairman	
Approved	
Denied	

3 23-028 113

MAP-AMENDMENT PLAT As Platted: FOR JONATHAN MOHR Lots 69 and 70, Navajo Ranch Estates Lot 57 Lot 67 County of Huerfano, State of Colorado LEGAL DESCRIPTION: Lots 69 and 70, Navajo Ranch Estates, County of Huerfano, State of Colorado being more particularly described as follows; Beginning at the Southwest corner of Lot 70, Navajo Ranch Estates; Thence N 32° 09' 15" W along the West line of said Lot 70, a distance of 512.07 feet to the Northwest Corner of Lot 70; Thence N 73° 41' 52" E along the North line of Lot 70, a distance of 270.00 feet; Thence S 61° 59' 23" E along the North line of Lot 69 and 70, a distance of 400.00 feet to the Northeast corner of Lot 69; Thence S 20° 45' 51" W along the East line of Lot 69, a distance of 423.00 feet to the Northerly Right of Way line of Moose Trail; Thence along said right of way line the following Two (2) Courses; 1) N 70° 11' 36" W, a distance of 119.69 feet 2) On the Arc of a curve to the left, through a central angle of 114° 35' 38, whose radius is 50.00 feet and an arc length of 100.00 feet to the point of beginning. Containing 4.52 Acres more or less. TO KNOW BE KNOWN AS LOT 70A, NAVAJO RANCH ESTATES, COUNTY OF HUERFANO, Lot 70 2.61 Acres STATE OF COLORADO. Lot 69 This is to Certify that this Map Amendment Plat, is hereby approved this _____ day of _____ 2023, by the Board of County Commissioners, County of Huerfano, State of 1.91 Acres Lot 71 Colorado. Lot 68 By: _____ Attest: Clerk of the Board D=45°50'20" R=50.00' A=40.00'D=68°45'18" _R=50.00' A=60.00' SURVEYORS CERTIFICATION: I, William S. Bechaver, a Professional Land Surveyor registered in the State As Amended: of Colorado, hereby certify to Jonathan Mohr, that this Map Amendment is not based upon an actual field survey conducted by me or under my responsible charge, but was prepared using information shown on the Plat of Panadero Development Filing No. 3, filed for record at the Huerfano County Clerk and Recorder. The MOOSE TRAIL property within this Map Amendment may or may not be presently monumented and if it is monumented I have not confirmed that the property pins are accurately located. Lot 67 William S. Bechaver, PLS. 38103 BH² Land Surveying, LLC Colorado City, Colorado Lot 70A 4.53 Acres Lot 71 Lot 68 D=114°35'38" __R=50.00' A=100.00' Scale 1'' = 60'(U.S. Survey Feet) BH2 LAND SURVEYING P.O. Box 20399, Colorado City, CO 81019 Phone: 719-676-2072 Email: bh2@ghvalley.net Note: All side and rear lot lines are subject to a five (5) foot utility easement lying five (5) feet on either side of Lot Lines. Scale 1" = 60' Date: 7-11-2023 Drawn By: WSB 1/1 Job No. 2023-067





Huerfano County Land Use and Building Department

401 Main St Ste 304 Walsenburg, CO 81089 (719) 738-1220, x506

PERMIT

VACATE LU-23-035

SITE ADDRESS: BUFFALO DR N # 00051 UNKNOWN

PRIMARY PARCEL: 533419

PROJECT NAME: CONSOLIDATE LOTS IN NAVAJO RANCH ESTATES

APPLICANT: Schwery, Susan

51 Buffalo Drive North

Walsenburg, CO 81089

9702311988

Susan Schwery OWNER:

51 Buffalo Dr. N

WALSENBURG, CO 81089

Detail Value Detail Name

Detailed project description Merge lots 50, 51, 52 together

Choose Type of Application: Plat Amendment

Reason For Plat Amendment: never plan to move we have retired

here permanently, would like all three

ISSUED:

EXPIRES: 02/25/2024

lots as one for tax purposes also

Number of existing parcels: 3

Number of proposed parcels:

Total Land Area Of All Affected Parcels (Acres)

Describe Any Proposed Changes To Dedicated Streets, Easements Or Reserved none

Sites

If Subdivision Exemption, Justify Exemption Based On Section 2.04 none

970-231-1988 Applicant's Phone Number (if different from above or enter N/A)

Applicant's Email (if different from above or enter N/A) sueschwery@gmail.com

Parcel (Schedule) Number (Available from Assessor): 533419 Zone District

Navajo

Description of the current land use(s) on the property, the characteristics of the land all residential, our home is on one lot,

within the property boundaries, and the current land use on all adjoining property. our new garage on two, 3rd vacant

land

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? Nο

Will project require any state or federal permits? No

Is an HB 1041 Permit required? No





Huerfano County Land Use and Building Department

401 Main St Ste 304 Walsenburg, CO 81089 (719) 738-1220, x506

The Homeowner/Property Owner Associations (HOA/POA)in This List Require Their Approval Before Submitting This Application. If Your HOA/POA is in The List Please Upload The Approval Letter.

8-Navajo Ranch Resorts

Is an H.B. 1041 Permit Required? (Applies to site selection for: airports, mass

No

transit, highways/interchanges/collector highways, public utility facilities, new communities, municipal/industrial water projects, and use of geothermal resources.)

desire to merge all three parcels

together as one

Additional details that will help us understand and evaluate your project

CONDITIONS

* If total land area is over 500 acres, it is a negotiated fee

		FEES:	<u>Paid</u>	<u>Due</u>
6.1		Vacating of Plats Fee/Rights-of- Way/Easements	\$200.00	\$0.00
A		Public Noticing	\$35.00	\$0.00
	OF	Totals :	\$235.00	\$0.00
	0.1		-	
	01	Huerfano County Chairman		
		Approved		
		Denied		

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 Commissionners and Huerfano County Planning Commission Staff Report– Permit #23-035 Vacate Schwery Meeting Type– Joint Public Hearing

Meeting Date: October 10

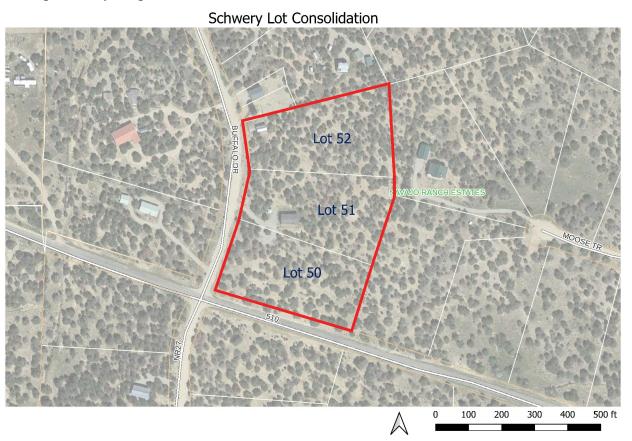
Request Summary

With this application, Susan Schwery (the Applicant) is requesting a vacation of lot lines to combine three parcels into one for tax purposes. Request pertains to lots 50, 51, and 52 in Navajo Ranch Estates (parcels 533419, 3339350, and 3339352). This is a request for a vacate of lot lines only, not of easements.

The subject property is located in Navajo Ranch Resorts on the northeast corner of CR 510 and Buffalo Dr, and is zoned Rural Residential (RR). Minimum lot size in RR is two acres; the combined lots would create a new lot of approximately 6.23 acres.

Site Map/Vicinity Map

1



23-035 - Vacate | 1

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:

Zoning standards for this district are set forth in LUR Section §1.03.

- §2.15.01 Procedures for Vacating Plats, Roads and Easements: application must be heard at a Joint Public Hearing.
- §2.15.02 Submittal requirements: Proof of ownership, copy of approved and recorded plat or easement and a vacated plat; narrative statement.
- §2.15.03 Criteria for Action on a Vacating Application
 - 1. That the proposed vacating would not interfere with development of nor deny access via a public thoroughfare to existing structures within the recorded plat, adjoining properties, utility services or other improvements, nor deny access to structures, facilities or sites located beyond the plat or easement to be vacated.
 - 2. That the proposed vacating would not cause undue hardship or inconvenience for any utility company, special district, neighboring landowner or tenant.
 - 3. That the proposed vacating would not be likely to prove detrimental to the public health, safety or welfare of County residents.
 - 4. That the proposed vacating would be consistent with all other provisions in these regulations.
- 5. That the proposed vacating would not cause undue financial hardship to Huerfano County nor deprive it of needed tax base.

Background

This Application was received on July 13, 2023; Application Fees were received by the County; the applicant will be billed for public noticing fees. The Application was determined to be complete on

Application Materials

- 1. Land Use Application
- 2. Narrative statement
- 3. Copy of approved and recorded plat or easement and a vacated plat (pending)
- 4. Proof of ownership

Criteria/Findings

The applicant has a contract with BH2 to survey the land for the proposed vacate, but this work has not been completed at this time. Survey showing approved and recorded plat and a vacated plat should be completed prior to joint public hearing.

Noticing:

10 days notice in paper prior to a joint public hearing and to property owners within 500 ft.

Potential Referral agencies

Because this proposal would not affect any easements, there is minimal potential impact on agencies.

Referral Comments

Navajo Western Water District commented that the consolidation of these lots will mean that the property owners will only be eligible for one water tap.

23-035

Potential Conditions

Commission Action Options:

Recommend sending application to the Planning Commission for a recommendation.

3 23-035 119

Item 6b.

WARRANTY DEED

426852
Page 1 of 2
Nancy C. Cruz, Clerk & Recorder
Huerfano County, CO
05-27-2022 12:10 PM Recording Fee \$18.00

THIS DEED is dated the 27 day of May 2022, and is made between

BARBARA HANNON SEAWELL (whether one, or more than one), the "Grantor" of the County of — and State of Colorado and

SUSAN L SCHWERY and DALE A SCHWERY

the "Grantees", whose legal address is 4509 ARKINS DR, LOVELAND, CO 80538 of the County of — and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of (\$300,000.00) Three Hundred Thousand Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, not in tenancy in common but in joint tenancy, all the reat property together with any improvements thereon, located in the County of Huerfano and State of Colorado described as follows:

LOTS 50, 51 AND 52, NAVAJO RANCH ESTATES, NAVAJO RANCH ESTATES PLAT <u>MAP NO. 230</u>, RECORDED JANUARY 11, 1984 AT RECEPTION NO. 293851, AND AMENDED PLAT <u>MAP NO. 285</u>, RECORDED FEBRUARY 22, 1985 AT RECEPTION NO. 298941, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

also known by street and number as: 51 N BUFFALO Drive, WALSENBURG, CO 81089

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantees, and the Grantees' heirs and assigns; that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and 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; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

SEE ATTACHED EXHIBIT "A"

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

-IN WITNESS WHEREOF, the Grantor has executed this deed	on the date set forth above.
Shrbara Hannon Jeane	Q
BARBARA HANNON SEAWELL ()	
Sarbara Ann Seawell	
A/K/A BARBARA'ANN SEAWELL	
Adamala	
State of WINGOU	
County of HUErFano	ai 16 AA
The foregoing instrument was acknowledged before me this	6 day of 1/1/1/ 2022 by
Barbara Hannon Seawell AXA Barbara Ann Sei	rwell.
Witness my hand and official seal.	
Villess my party and unitial seal.	
Supralle / Wallet	Stephanie Thomsen
Notary Public: <u>SPECHANIE THOMSEN</u> My Commission expires: 07/27/2024	NOTARY PUBLIC STATE OF COLORADO
wy Commission expires. Difference	NOTARY ID# 20204025824
	MY COMMISSION EXPIRES 07/27/2024

File Number: 40831 CO Warranty Deed 921 - JT (10-05)

Item 6b.

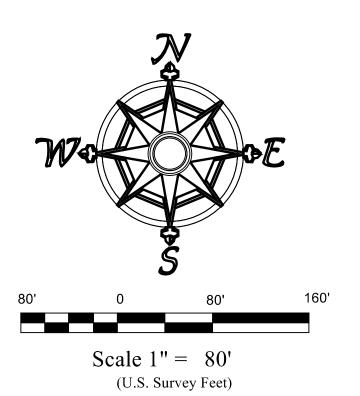
EXHIBIT "A" EXCEPTIONS TO TITLE

- 1. Taxes for the year 2022, a lien not yet due and payable.
- 2. Distribution of Utility Easements (including cable tv)
- Those specifically described rights of third parties not shown by the public records of which Buyer has actual Knowledge and which were accepted by Buyer in accordance with § 8.3 (off record Title) and § 9 (New ILC or New Survey)
- 4. Inclusion of the Property within any special taxing district
- Any special Assessment if the improvements were not installed as the date of Buyers' Signature hereon, whether assessed prior to or after closing.
- Letter between Navajo Western Land Company and Myrna Cook, recorded July 7, 1999 at <u>Reception No. 339914</u>, and also recorded August 1999 at <u>Reception No. 340579</u>
- Declaration of Past Practice, recorded August 14, 2003 at <u>Reception No. 359638</u>
- 8. By-Laws for Navajo Ranch Homeowners Association recorded April 28, 2008 at Reception No. 379851, and recorded April 8, 2009 at Reception No. 383157
- Consent to Amend Restrictive Covenants for Navajo Ranch Estates, recorded September 18, 2002 at Reception No. 355477
- Line Extension Contract and Agreement between San Isabel Electric Association Inc. and Kevin Seawell recorded March 22, 2000 at <u>Reception No. 343515</u>
- Easement between San Isabel Electric Association Inc. and Barbara or Brent Seawell, recorded April 26, 2012 at <u>Reception No. 393836</u>

File Number: 40831 CO Warranty Deed 921 - JT (10-05)

MAP-AMENDMENT AND EASEMENT VACATION FOR DALE AND SUSAN SCHWERY

FOR DALE AND SUSAN SCHWERY LOTS 50, 51, AND 52, NAVAJO RANCH ESTATES COUNTY OF HUERFANO, STATE OF COLORADO.



As Vacated:

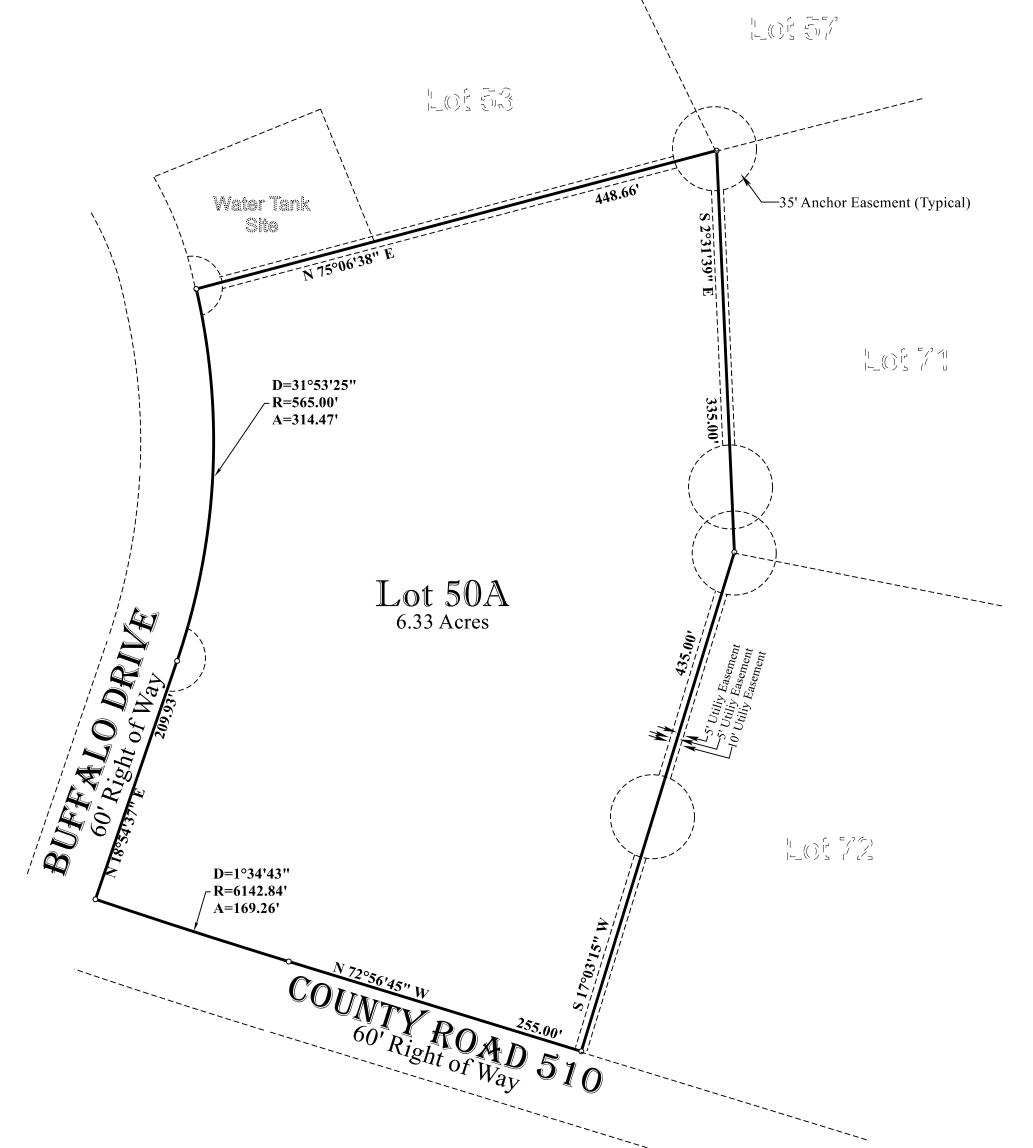
- 35' Anchor Easement (Typical)

Lot 52
_{2.17 Acres}

Lot 51
2.15 Acres

COUNTY ROAD 510

Lot 50 2.01 Acres N 2°31'39" W



Legal Description Lot 50A:

known as Lot 50A, Navajo Ranch Estates

Lots 50, 51, and 52, Navajo Ranch Estates, County of Huerfano, State of Colorado being more particularly described as follows;

Beginning at the Southeast corner of Lot 50, Navajo Ranch Estates, Thence N 72° 56' 45" W along the South line of said Lot 50, a distance of 255.00 feet, Thence on an arc of a curve to the Right through a central angle of 01° 34' 43", whose radius is 6142.84 feet and an arc length of 169.26 feet to the East right of way line of Buffalo Drive; Thence along the Easterly right of way line of Buffalo Drive the following two (2) courses: 1. N 18° 54' 37" E, a distance of 209.93 feet

2. On the arc of a curve to the left through a central angle of 31° 53′ 25″, whose radius is 565.0′ and an arc length of 314.47 feet, to the Northwest corner of said Lot 52;

Thence along said North line Lot 52, Navajo Ranch Estates N 75° 06' 38" E, for a distance of 448.66 feet to the Northeast corner of said Lot 52; Thence S 2° 31' 39" E along the East line of Lot 52 and 51 Navajo Ranch Estate, for a distance of 335.00 feet; Thence S 17° 03' 15" W along the West line of Lots 50 and 51, Navajo Ranch Estates, a distance of 435.00 feet to the Point of Beginning. Containing 6.33 Acres more or less. To be

SURVEYORS CERTIFICATION: I, William S. Bechaver, a Professional Land Surveyor registered in the State of Colorado, hereby certify to Dale and Susan Schwery, that this Map-Amendment and Easement Vacation is not based upon an actual field survey conducted by me or under my responsible charge, but was prepared using information shown on the Plat of Navajo Ranch Estates, filed for record at Map No. 230 of the records of the Huerfano County Clerk and Recorder. The property within this Map-Amendment and Easement Vacation may or may not be presently monumented and if it is monumented I have not confirmed that the property pins are

By: _____ Date: _____

This is to Certify that this Map Amendment Plat, is hereby approved this ______ day of ______ 2023, by the Board of County Commissioners, County of Huerfano, State of Colorado.

By: _____ Date:_____
Chairperson of the Board

By: _____ Date: _____
Attest: Clerk of the Board



			·		
Sheet 1/1 Job No. 2023-0	Sheet	1/1	Job No.	2023-017	

As Platted:

Water Tank

D=15°56'42"

D=15°56'43"

-R=565.00' A=157.24'

D=1°34'43"

_R=6142.84'

A=169.26'

LODRINE.

N 88°53'55" W

R=565.00' A=157.24'



MEMORANDUM

MEETING TYPE: Planning Commission

MEETING DATE: September 12

ITEM NAME: Marijuana Licensing Second Reading

SUBMITTED BY: Sky Tallman

SUMMARY: Marijuana licensing ordinance to regulate medical and commercial

marijuana in the Unincorporated County. This change would replace the use of Section 18.00 of the Land Use Code, which regulates marijuana

cultivation using conditional use permits.

The proposed ordinance would cover the following license types, expanding the scope of marijuana operations that can do business in the County (currently limited to cultivation).

- (1) medical marijuana store;
- (2) medical marijuana cultivation operation;
- (3) medical marijuana-infused products manufacturer; and
- (4) medical marijuana testing facility.
- (5) retail marijuana store;
- (6) retail marijuana cultivation facility;
- (7) retail marijuana products manufacturing facility; and
- (8) retail marijuana testing facility.
- (9) Storage warehouse
- (10) Retail Marijuana Hospitality and Sales Business
- (11) Marijuana Hospitality Business

Issuance of a license would require a public hearing.

Licenses are connected to a specific operator and to a specific parcel. Moving a license to a new parcel would require a new public hearing.

Marijuana stores would be prohibited within 3-miles of Town or City boundaries.

License caps: There would be no absolute caps on number of licenses issued; to prevent a flooding of the market, a cap of three new licenses per year is proposed for medical and retail marijuana stores.

Licenses would be valid for one year. Annual renewal and payment of operating fees required.

RECOMMENDATION:

Following the adoption of this ordinance, Commissioners should consider amending Section 18.00 of the Land Use Code to resolve any potential conflict between the two. The Planning Commission's recommendation is to add the following statement to the beginning of Section 18:

18.0 AUTHORITY AND PURPOSE OF THESE REGULATIONS:

After the effective date of the Huerfano County Licensing Ordinance, all applications for marijuana-related uses shall be made according to the provisions of the Marijuana Ordinance and not this Section. This section will remain in effect for one year after the effective date of the Marijuana Ordinance to govern marijuana operations holding conditional use permits at the time of the effective date of the Marijuana Ordinance.

BACKGROUND:

The proposed licensing ordinance is modeled off of Clear Creek County's marijuana licensing regulations, with influence and language borrowed from Pueblo, Pitkin, and La Plata Counties and from Section 18.00 of Huerfano County's land use code.

Huerfano County currently has five active licensed marijuana cultivation facilities and three inactive facilities. Those facilities that have gone out of business have experienced challenges in finding new operators or repurposing their facilities for other types of crops. By switching to a licensing system rather than a CUP system, it is hoped that it will lend greater flexibility to land owners to keep their properties producing crops. It will also help the County engage directly with any business or license holder in violation of any terms of their agreement. Under the CUP system, the land owner and operator are often different people or companies, and suspending or terminating a CUP has drawbacks that would not apply to a license.

By expanding the range of types of marijuana-related businesses that can receive licenses, it is hoped that the County can support more successful marijuana businesses and maintain more stable employment and revenues in this sector, and that a strengthened marijuana sector will stimulate tourism in the County.

BOARD ACTION TAKEN:		
APPROVED	DENIED	OTHER
SIGNATURE OF THE CHAIR:		
NOTES:		

ORDINANCE NO. 23-01

AN ORDINANCE ADOPTING MARIJUANA LICENSING REGULATIONS FOR THE UNINCORPORATED HUERFANO COUNTY

WHEREAS, the General Assembly enacted the Colorado Medical Marijuana Code in Article 10 of Title 44 to implement Amendment 20 to the Colorado Constitution (Article XVIII, §14) authorizing the use of marijuana for medical purposes; and

- WHEREAS, On November 6, 2012, the people of Colorado voted to approve Amendment 64 to the Colorado Constitution (Article XVIII, § 16 to the Constitution) authorizing specified non-medical marijuana establishments and non-medical marijuana use, now identified as "retail" marijuana establishments and use; and
- **WHEREAS,** C.R.S. 44-10-104 establishes County authority to regulate the cultivation and sale of marijuana and to impose a local licensing requirement; and,
- **WHEREAS**, C.R.S 44-10 establishes State regulations on marijuana, including types of licenses for medical, retail and cultivation, and that all those types of licenses described in this ordinance are also regulated by the State; and,
- **WHEREAS**, C.R.S. 30-15-406 requires that an ordinance be published in full in one newspaper of general circulation at least ten days before its adoption; and,
- **WHEREAS,** the Huerfano County Board of County Commissioners (the "Board") is authorized by C.R.S. §30-11-101(2) to adopt and enforce ordinances and resolutions regarding health, safety, and welfare issues as otherwise prescribed by law, and provide for the enforcement thereof; and
- **WHEREAS,** the Board adopted commercial marijuana regulations as Section 18.00 of the Land Use Code with Resolution 14-14, and subsequently amended with Resolution 15-18, and again with Resolution 18-27; and,
- WHEREAS, Resolution 14-15 and 14-16 placed the question on the ballot for approval by the voters of Huerfano County to impose an excise tax of 5% on unprocessed commercial marijuana cultivation when unprocessed commercial marijuana is first sold or transferred by a retail marijuana cultivation facility, with tax revenues to be used to fund improvements to County facilities and costs related to the regulation of marijuana. Voters approved the ballot question and the excise tax became effective beginning on January 1, 2015; and,
- **WHEREAS**, the Board passed Resolution 18-06 establishing regulations for the collection, administration and enforcement of the excise tax; and,
- **WHEREAS,** the Board has determined that regulating marijuana by license rather than conditional use permit is in the interest of the citizens of Huerfano County; and,
- WHEREAS, the Board has determined that expanding the scope of marijuana business types allowed in the County by providing for licensing for retail and hospitality licenses may contribute to increased tax revenue and employment by stimulating economic growth and an increase in tourism; and
- **WHEREAS**, the Board finds it is in the interest of public health, safety and welfare that the Board adopt these Huerfano County Marijuana Licensing Regulations.
- **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Huerfano County as follows:

Part 1. GENERAL PROVISIONS

Section 1.1 Title

These regulations shall be known and referred to as the "Huerfano County Marijuana Licensing Regulations" (referred to herein as "Regulations").

Section 1.2 Authority and Scope

- 1.2.1 Authority: These Regulations are adopted pursuant to Colorado Const., Art. XVIII, §16(5)(f); the Colorado Marijuana Code, C.R.S. §44-10-101, et seq. ("Colorado Marijuana Code"), including § C.R.S. §30-11-101(1)(e), (2); and C.R.S. §30-11-107(1)(i).
- 1.2.2 Establishment: These regulations were adopted by ordinance of the Huerfano County Board of County Commissioners and they replace Section 18 of the Land Use Code covering conditional use permits for marijuana. Section 18 shall remain in effect for one year from the time of the effective date of this ordinance for those operations for which Conditional Use Permits were in place at the time of adoption. This ordinance, and not section 18 of the Land Use Code shall govern applications for marijuana establishments received after the effective date for this ordinance.
- 1.2.3 Jurisdiction: Conditional Use Permits for marijuana in place at the time of adoption of this ordinance will expire one year from the adoption of this ordinance, after which, holders of CUPs will be required to apply for a license. These Regulations apply only to the unincorporated areas of Huerfano County, Colorado.

Section 1.3 Purpose

- 1.3.1 The purpose of these Regulations are to:
 - (1) Comply with the County's obligations under the Colorado Marijuana Code;
 - (2) Require that "Marijuana Establishments" shall operate in a safe manner that does not endanger the public welfare and in a manner that conforms to the Colorado Marijuana Code;
 - (3) Mitigate potential negative impacts that the Marijuana Establishments may cause on surrounding properties and persons:
 - (4) Regulate the conduct of persons owning, operating, and using Marijuana Establishments to protect the public health, safety and welfare;
 - (5) Establish a nondiscriminatory mechanism by which the County appropriately regulates the location and operation of Marijuana Establishments within the County.
- 1.3.2 By enacting these Regulations, Huerfano County does not intend to encourage or promote the establishment of any business or operation, or the commitment of any act, that constitutes or may constitute a violation of federal law.

Section 1.4 Definitions

- 1.4.1 Unless otherwise expressly provided, the definitions in the Colorado Marijuana Code, including the definitions in C.R.S. §44-10-103, shall apply in these Regulations with respect to Medical Marijuana Establishments and Retail Marijuana Establishments.
- 1.4.2 The following words, terms and phrases, when used in these Regulations, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (1) "Authority," Huerfano County Local Licensing Authority" and "Local Licensing Authority" have the same meaning for the purposes of these Regulations.
 - (2) "Colorado Marijuana Code" means the Colorado Marijuana code, Article 10 of Title 44, CRS, and the

- state administrative regulations promulgated pursuant thereto.
- (3) "Dual Operation" means a person who holds both a license to operate a Medical Marijuana Establishment and a license to operate a Retail Marijuana Establishment may operate both licenses in the same premises ("dual operation") provided the licensee meets the requirements of the Colorado Marijuana Code and this Chapter.
- (4) "Good Cause", for purposes of refusing or denying a license issuance, renewal or transfer means:
 - a. The Licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of these Regulations, the Colorado Marijuana Code, or the state administrative regulations promulgated pursuant thereto, as applicable;
 - b. The Licensee or applicant has failed to comply with any special terms or conditions that were placed on its license pursuant to an order of the State or Local Licensing Authority;
 - c. The Licensed Premises have been operated in a manner that adversely affects the public health or welfare or the safety of the immediate neighborhood in which the establishment is located; or
 - d. The Licensed Premises have been inactive for at least one year.
- (5) "Licensed Premises" means the premises specified in a license under these Regulations, which are owned or in possession of the Licensee and within which the Licensee is authorized to cultivate, manufacture, distribute, sell or test medical marijuana and/or retail marijuana in accordance with the provisions of the Colorado Marijuana Code, and these Regulations. "Licensed Premises" includes an off-premises storage facility owned, operated or used by the Licensee.
- (6) "Licensee" means a person licensed pursuant to these Regulations.
- (7) "Licensing Agent" means the person designed by the Board of County Commissioners to process marijuana applications or, if no such person has been specifically designated, the Director of the Department of Planning and Development or his or her designee.
- (8) "Location" means a particular parcel of land that may be identified by an address or other descriptive means.
- (9) "Medical Marijuana Establishment" means a medical marijuana store, medical marijuana-infused products manufacturer, medical marijuana testing facility, and/or medical marijuana cultivation operation, each as defined in the Colorado Marijuana Code.
- (10) "Owner "means any person having a beneficial interest, as defined by the State Licensing Authority, in a Medical or a Retail Marijuana Establishment.
- (11) "Premises" means a distinctly identified, as required by the State Licensing Authority, and definite Location, which may include a building, a room, or any other definite contiguous area.
- (12) "Residential Zone" means a zone district intended primarily for residential uses that allows for lot sizes under 35-acres.
- (13) "Retail Marijuana Establishment" means a retail marijuana store, retail marijuana cultivation facility, retail marijuana products manufacturer and/or retail marijuana testing facility, each as defined in the Colorado Marijuana Code.
- (14) "Sale" or "Seller" includes to exchange, barter, or traffic in, to solicit or receive and order except through a licensee licensed under these Regulations, to deliver for value in any way other than gratuitously, to peddle or possess with intent to sell, or to traffic in for any in for any consideration promised or obtained directly or indirectly.

Section 1.5 Adoption of Colorado Marijuana Code and State Administrative Regulations

1.5.1 Except where the provisions expressly set forth in these Regulations are inconsistent with or differ from the Colorado Marijuana Code, all of the provisions of the Colorado Marijuana Code, as they are

- amended from time-to-time, are adopted herein by this reference, and apply to all applications reand licenses issued by the Local Licensing Authority with respect to Medical Marijuana Establishments and Retail Marijuana Establishments.
- 1.5.2 If there is a conflict between the provisions of these Regulations and the Colorado Marijuana Code, including with the state administrative regulations promulgated pursuant to them, respectively, the provisions of these Regulations control to the fullest extent permitted by applicable law.

Section 1.6 Dual Operations

- 1.6.1 A person may operate a licensed Medical Marijuana Store, Cultivation Facility or Medical Marijuana-infused Products Manufacturing Facility and any licensed Retail Marijuana Establishment at the same Location if the Local Licensing Authority determines that the operations will meet the requirements of these Regulations.
- 1.6.2 A Medical Marijuana Store licensee may also hold a Retail Marijuana Store license and operate a retail business operation on the same licensed premises provided that the licensee does not authorize patients under the age of 21 years to be on the premises. The licensee must post signage that clearly states: "You must be 21 years of age or older to enter this premises." The licensee may display both medical marijuana and retail marijuana on the same sale floor, provided the licensee maintains virtual separation of its inventory. A Medical Marijuana Store that authorizes medical marijuana patients under the age of 21 years to be on the premises cannot share its premises with a Retail Marijuana Establishment and the two shall maintain distinctly separate licensed premises.
- 1.6.3 A Medical Marijuana Cultivation Facility licensee may also hold a Retail Marijuana Cultivation Facility license and operate on the same premises. Persons operating dual medical and retail cultivation operations shall maintain virtual separation of the facilities, marijuana plants, and marijuana inventory.
- 1.6.4 A Medical Marijuana Products Manufacturer licensee may also hold a Retail Marijuana Products Manufacturer license on the same premises. Persons operating a Medical Marijuana Products Manufacturer facility and a Retail Marijuana Products Manufacturer facility shall maintain virtual separation of the facilities, product ingredients, product manufacturing, and final product inventory.

Section 1.7 Operation Limitations

Licensees shall be subject to the following additional operation limitations:

- (1) No Marijuana Establishment shall be permitted to operate from a moveable, mobile or transitory Location.
- (2) Indoor Licensed Premises shall be ventilated so that the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the Licensed Premises or at any adjoining use or property.
- (3) A medical marijuana store and retail marijuana store may be open for the sale of marijuana only between the hours of 8 a.m. to 12 a.m.
- (4) No Marijuana Establishment may use metals, butane, propane, or other solvent or flammable product, or produce flammable vapors to process marijuana unless the process used and the Licensed Premises are verified as safe and in compliance with all applicable codes by a qualified industrial hygienist.

Section 1.8 Location Criteria

1.8.1 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.

- 1.8.2 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 and 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.
- 1.8.3 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.
- 1.8.4 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.
- 1.8.5 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.
- 1.8.6 No license for retail or medical marijuana stores will be issued within three (3) miles of a municipality boundary.
- 1.8.7 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.

Section 1.9 County Reservations

- 1.9.1 Adoption of these Regulations is not intended to waive or otherwise impair any portion of the local option available under Colorado Const. Art. XVIII, $\S16(5)(\pm)$, or CRS $\S44-10-104$.
- 1.9.2 Adoption of these Regulations is not intended to waive or otherwise impair the County's authority to adopt specific or different standards or other regulations for the issuance and administration of local licenses from time-to-time.

Part 2. LOCAL LICENSING AUTHORITY

Section 2.1 Establishment of Local Licensing Authority

The Huerfano County Local Licensing Authority shall be the Huerfano County Board of Commissioners. The Chairman and Vice-chairman of the Board of County Commissioners shall be, respectively, the Chairman and Vice-chairman of the Local Licensing Authority.

Section 2.2 Clerk

The Huerfano County Clerk & Recorder, or their deputy delegated to serve as Clerk to the Huerfano County Board of Commissioners, shall be the Clerk to the Huerfano County Local Licensing Authority.

Section 2.3 Powers

The Local Licensing Authority shall have the powers described in the Colorado Marijuana Code, including to hear and determine at a public hearing any contested local license denial, any complaints against a Licensee, and administer oaths and issue subpoenas to require the presence of persons and the production of papers, books, and records necessary to the determination of any hearing so held. In the absence of the Chairman, the Vicechairman may exercise the powers of the Local Licensing Authority.

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Part 3 LICENSES

Section 3.1 Medical Marijuana Licenses

The Huerfano County Local Licensing Authority shall issue local licenses to applicants only for the purpose of operating a Medical Marijuana Establishment pursuant to the Colorado Marijuana Code who fulfill the requirements for one of the following:

- (1) Medical marijuana store;
- (2) Medical marijuana cultivation operation;
- (3) Medical marijuana-infused products manufacturer; and
- (4) Medical marijuana testing facility.

Section 3.2 Retail Marijuana Licenses

The Huerfano County Local Licensing Authority shall issue local licenses to applicants only for the purpose of operating a Retail Marijuana Establishment pursuant to the Colorado Marijuana Code who fulfill the requirements for one the following:

- (1) Retail marijuana store;
- (2) Retail marijuana cultivation facility;
- (3) Retail marijuana products manufacturing facility; and
- (4) Retail marijuana testing facility.
- (5) Storage warehouse
- (6) Retail Marijuana Hospitality and Sales Business
- (7) Marijuana Hospitality Business

Section 3.3 Nature of Local License

- 3.3.1 A local license pursuant to these Regulations shall apply to and be valid for only a specific person or entity, a particular Marijuana Establishment, and a specific Premises, and will not be transferrable to another person or entity, a different Establishment, or different Premises except as provided by these Regulations.
- 3.3.2 Any license given hereunder does not provide any exception, defense, or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution or possession of marijuana.

Section 3.4 General Requirements

- 3.4.1 Any licenses issued under prior titles pursuant to this Chapter and the Colorado Marijuana Laws may continue to operate under the new license titles and any future changes to those titles shall have no impact on the requirements and restrictions for each license type.
- 3.4.2 A license provided and issued pursuant to this Chapter shall specify the date of issuance, the date of approval, the period of licensure, which shall be one year from the date of approval or, if the approval order has been extended by the Board, one year from the expiration of the initial approval, the name of the licensee and the premises licensed. The licensee shall, at all times, conspicuously post all licenses, diagrams, and security plans on the licensed premises pursuant hereto.
- 3.4.3 Rules by Licensing Agent. The Licensing Agent is authorized to make rules and publish forms and policy consistent with the intent and spirit of this Chapter concerning applications, the application process, the information required of applicants, the application procedures, reporting of changes, and the administration and procedures to be used and followed in the application process, hearings, and

general license administration.

3.4.4 County Excise Tax: Pursuant to Huerfano County Board of County Commissioners' Resolution 14-15 a local five percent (5%) excise tax on unprocessed commercial marijuana cultivation when unprocessed marijuana is first sold or transferred by a retail marijuana cultivation facility that has been approved by the Huerfano County voters. The excise tax is imposed upon the Facility Operator who shall pay the excise tax to the Huerfano County Treasurer upon the transferring of any commercial marijuana from said facility. Failure to complete with all provisions of this ordinance may result in revocation of the license.

Section 3.5 Annual New License Caps

For the purpose of preventing an administrative backlog and a saturation of the market, the County will accept a limited number of new license applications for medical and retail marijuana stores in the same calendar year. Should more than the stated cap on new applications be received in a calendar year, excess applications will be placed on a waitlist to be processed in the next calendar year. Waitlisted applications will be processed in the order they were received.

Facility Type Cap on New Licenses/year

medical marijuana store; 3 retail marijuana store; 3

Section 3.6 Entitlements

No person shall have any entitlement or vested right to licensing under these Regulations.

Section 3.7 No local license required.

At this time, the county is not imposing separate local licensing requirements on individuals and entities for the following medical or retail marijuana licenses: testing facilities, marijuana transporters, marijuana research and development facilities, centralized distribution permits, or R&D co-location permits. The local licensing authority shall neither approve nor deny such license applications. For licensing purposes, such individuals and entities must only possess a valid and current license issued by the state licensing authority to operate in the county.

Part 4. LICENSES REQUIRED

Section 4.1 Unlawful Acts

- 4.1.1 For any business, establishment, facility or activity which is required by the Colorado Marijuana Code to have a state license, excepting a medical marijuana transporter or a retail marijuana transporter licensed under one of those codes, it is unlawful and a violation of these Regulations to operate in unincorporated Huerfano County without both a current state license and a current license issued by the Local Licensing Authority of the same type for the same activity at the same Location.
- 4.1.2 A person shall not have a financial interest in a license issued pursuant to these Regulations that has not been reported to the Local Licensing Authority and State Licensing Authority and, when required by applicable law, their approval. This subsection shall not apply to banks, savings and loan associations or industrial banks supervised and regulated by an agency of the state or federal government.

Section 4.2 Coordination of Local and State Licenses

- 4.2.1 If a state license is suspended or revoked by the State Licensing Authority, the Licensee shall immediately cease operation of the Marijuana Establishment in this County until the state license is reinstated during the term of a valid local license. The Local Licensing Authority may suspend or revoke the local license upon the denial, suspension or revocation of the associated state license.
- 4.2.2 Upon the surrender of a state license for a Marijuana Establishment which has been issued a license

under these Regulations, the local license shall be deemed surrendered and of no further effect.

4.2.3 A local license shall not become effective unless and until all necessary state licenses are in effect.

Section 4.3 Duration of Local Licenses

- 4.3.1 Except as provided in Section 4.03.02 below, any local license approved under these Regulations shall be valid for a period of one year from the date of issuance, or as otherwise stated on the license, unless sooner suspended, revoked, surrendered by the Licensee, or otherwise terminated. Notwithstanding the foregoing, the Local Licensing Authority may change the duration to no fewer than ten months and no more than fourteen months from the date of issuance to synchronize the license periods of the state and local licenses of the same type for the same activity at the same Location.
- 4.3.2 If a court of competent jurisdiction having jurisdictional effect in Colorado determines that the issuance of local licenses, or some of them, violates federal law, and such decision becomes final and unappealable, all such licenses issued under these Regulations shall be deemed immediately revoked by operation of law, with no ground for appeal or other redress on behalf of the Licensee.

Section 4.4 License Contents

The licenses issued pursuant to these Regulations must specify the type of license, the name of the Licensee, the Premises licensed, the date of issuance, any conditions imposed by the licensing authority, and the date of expiration or the period the license is effective.

Part 5. LICENSE APPLICATIONS

Section 5.1 Application Information

- 5.1.1 Applications for a local license shall be submitted by submitting a duplicate of the application form(s) submitted to the State Licensing Authority for a license of the same type for the same activity at the same Location, together with or including:
 - (1) A complete and accurate list of all Owners, officers and others who own, manage, or are otherwise substantially associated with conducting the business or establishment such that an occupational license or registration is required pursuant to the Colorado Marijuana Code;
 - (2) Identity of the owner of the Premises on which the Licensed Premises are to be located;
 - (3) A site plan of the Premises;
 - (4) A vicinity map including properties within a 1,500-foot radius of the proposed facility.
 - (5) A list of all other uses on the Premises and on properties within 500 feet;
 - (6) The Waiver and Release of Liability and Agreement to Indemnify Huerfano County Form (substantially in the form in Appendix A to these regulations);
 - (7) An Investigation Authorization and Authorization/Request to Release Information;
 - (8) If the Premises are not owned by the applicant, a complete copy of the lease or other agreement by which the applicant has possession of the Premises, which must expressly state possession is for the purpose of operating the proposed Marijuana Establishment;
 - (9) A copy of the most recent deed for the Premises (or the property of which the Premises are a part);
 - (10) For applications for a renewal or transfer, verification that the State Licensing Authority issued a license of the same type for the same activity at the same Location for the previous term of the license sought to be renewed or transferred;
 - (11) Verification of the State Licensing Authority having accepted the application to it, in the form submitted to the Local License Authority, as complete for processing;
 - (12) An explanation of any enforcement action taken by the state or any other jurisdiction with respect

any Marijuana Establishment license held by the applicant during the previous 12 months;

- (13) A description of all toxic, flammable, hazardous or other materials regulated by a federal, state or local government having authority (or that would have authority over the business if it was not a marijuana business), that will be used, kept, or created at the Premises (or the property of which the Premises are a part); Material Safety Data Sheets for each; the location of use and storage of each shall be identified on the siteplans;
- (14) Plans for the interior of the licensed premises, or place of business that shall include a detailed floor plan layout drawn to scale, which clearly reflects the uses, functions, and operations within each building. Plans to include ventilation of the facilities that describes the ventilation systems that will be used to prevent any odor of marijuana off the premises of the business. For all Marijuana Establishments that produce marijuana products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process;
- (15) An inspection of the Licensed Premises fully equipped per the current plan of operation from a state electrical inspector, master electrician licensed in Colorado or electrical engineer registered in Colorado for compliance with applicable electrical codes;
- (16) \$5,000 bond to the County to cover the late or non-payment of taxes.
- (17) The operation of the proposed establishment is generally consistent with local context and will not adversely affect the public health, safety, or welfare of the area;
- (18) For an establishment proposed in a Residential zone district, a demonstration that there is a desire among the owners and tenants within 200 ft. of the property boundaries for the establishment, as demonstrated by petitions, remonstrance, or otherwise; and
- (19) Such other information as the Local Licensing Authority requires.
- 5.1.2 A site plan of the Premises will be scaled and show the following:
 - (1) The scale used;
 - (2) North arrow designating true north;
 - (3) Property boundaries of the Premises, indicating front, rear and side lines;
 - (4) Location of all proposed buildings/structures and existing buildings/structures that will remain, and notation of any phasing;
 - (5) Locations and dimensions of all existing and proposed roads, on and adjacent to the Premises, driveways, easements, rights-of-way, existing and proposed utilities;
 - (6) Setbacks from buildings and structures, measured in feet (measured from the nearest lot line, road right-of-way or platted right-of-way, whichever is closest, to the eaves or projections from the building or from decks, for all sides of a structure);
 - (7) Platted building envelope(s), if applicable;
 - (8) Parking areas and spaces;
 - (9) Location of signs/advertising, outdoor lighting, landscaping and/or fencing, structural screening elements;
 - (10) Total acreage or square footage of the Premises; and
 - (11) Total square footage of all buildings and total square footage of building footprints.
 - (12) Drainage plan demonstrating on-site infiltration capacity for runoff from impermeable surfaces.
- 5.1.3 All applications for licenses involving cultivation of marijuana shall submit a plan that specifies whether and how CO₂ gas will be used in the cultivation and the location of the generation, use or storage shall be identified on the site plans.

- 5.1.4 The applicant shall provide complete and accurate information in the application.
- 5.1.5 The applicant must promptly update any of the information required of an application by this section 5.01 in the event of any material change between the time the application is first submitted and the issuance or denial of the license
- 5.1.6 By submitting a license application, the owner of the Premises and the applicant authorize (a) the Authority and its designee, (b) the Huerfano County Building, Planning, and Public Health & Environment Departments and other departments and agencies of the County, (c) in its jurisdiction, the relevant Fire District and its designee, and (e) the Huerfano County Sheriff and designees, to enter upon and inspect the Premises for the purposes of implementing these Regulations. Such inspections shall take place at reasonable times and before issuance of a local license. This section shall not in any way limit any inspection authority of any of these departments and agencies authorized under any other provision of law.
- 5.1.7 All applications for licenses must be submitted electronically.

Section 5.2 Processing Applications

- Applications shall be submitted to the Authority in care of the Huerfano County Land Use Department. The Land Use Department receives applications and determines compliance with Huerfano County building and zoning regulations. The Building Department also shall also conduct the post-approval inspections required by these Regulations as a condition of license approval.
- 5.2.2 Applications will be deemed submitted only when complete and when accompanied by the applicable fees. Notwithstanding having deemed an application complete, the Authority may, at its discretion, require the submission of additional information and materials as may be useful in investigating the application and making a determination under these Regulations.
- 5.2.3 Upon a determination that a complete application, including all required forms and fees, for a license has been received, the Land Use office will refer copies of the application or relevant portions of it to the following agencies or departments for the following purposes:
 - (1) Assessor: For determination that assessment records and personal property schedules are current and complete.
 - (2) Land Use Office: For determination of completeness of application, compliance with land use and other local regulations and with state regulations.
 - (3) Finance Department: For determination of compliance with the County-Wide Retail Marijuana Excise Tax.
 - (4) Public Health & Environment: For determination of compliance with sanitation system regulations and whether there are unresolved public health enforcement actions with respect to the Premises.
 - (5) Treasurer: For determination of payment of property taxes on the Premises.
 - (6) Any other County department deemed relevant in the circumstances: For determination of compliance with laws and regulations administered by it.
 - (7) Huerfano County Sheriff: For investigation as requested by the Local Licensing Authority; for post-approval inspection of the Premises authorized by the Colorado Marijuana Code, except and to the extent the inspection is performed by the County Land Use Department.
 - (8) Fire Chief for the fire protection district in which license is sought for its determination of Fire Code compliance.
 - (9) Weed Manager: To conduct an initial conditions assessment of the site for cultivation facilities.

- (10) County departments shall inspect the Premises as deemed appropriate or requested by the Local Licensing Authority to confirm compliance with building and equipment standards imposed by the Colorado Marijuana Code.
- 5.2.4 Referral agencies and departments must submit their written findings and conclusions to the County Land Use office no later than thirty days after the referral.
- 5.2.5 The Local Licensing Authority may request that the State Licensing Authority advise the Local Licensing Authority of any items the State Licensing Authority finds in its investigation that could result in the denial of the state license. If the Local Licensing Authority receives such information from the state, it shall suspend its review of the local license until it receives a notice from the State Licensing Authority that the issues have been corrected and the applicant is eligible for a state license.
- 5.2.6 The Local Licensing Authority shall endeavor to take final action on a license application within ninety days after a complete application, together with all applicable fees, has been submitted.
- 5.2.7 The applicant is responsible for submitting any required application, fees and materials directly to the State Licensing Authority under the Colorado Marijuana Code.
- 5.2.8 An application not deemed complete within 90 days of the submittal date will be considered abandoned. No further action will be taken on the application

Part 6. APPROVAL CRITERIA

Section 6.1 Basic Criteria

- 6.1.1 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 reporte 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.
- 6.1.2 Additional Approval Criteria for Retail Marijuana Hospitality and Sales Business Licenses
 - (1) Provide a safety plan that includes policies for preventing customers from driving under the influence and mitigating any other potential risks.
 - (2) Provide ventilation in smoking areas to minimize exposure to second-hand smoke. Outdoor smoking or vaping areas must be at least 20 ft. from any adjacent property or use.

Section 6.2 Applicant Burden of Proof

The applicant bears the burden of proving it meets all licensing requirements.

Section 6.3 State License Must Be Issued First

Before a new local license may be issued, or a transfer of ownership is approved, the applicant must have been issued a state license of the same type for the same activity at the same Location, or had the transfer of ownership approved by the state, as provided in the Colorado Marijuana Code. If the Local Licensing Authority determines it is impracticable to withhold action on an application which it would otherwise approve until a state license *is* issued, a local license may be issued - conditioned on the issuance of the state license - if it is demonstrated to the satisfaction of the Local Licensing Authority that the applicant is eligible to receive its state license of the same type for the same activity at the same Location based on information provided by the State Licensing Authority.

Section 6.4 Buildings Must Be Ready for Occupancy

No license shall be issued after approval of an application until the building in which the business is to be conducted is ready for occupancy (and a certificate of occupancy issued, if applicable) with such furniture, fixtures, and equipment in place as is necessary to comply with the applicable provisions of these Regulations, and then only after inspection of the Premises has been made by the Local Licensing Authority or State Licensing Authority to determine that the applicant has complied with all submitted and approved plans, including any interior work.

Section 6.5 Conditional Approval of an Application

- 6.5.1 If the Local Licensing Authority approves an application with conditions, such conditional approval shall be valid for a maximum period of one year from the date of approval. If the conditions have not been completely satisfied within that time period, the approval expires, and the applicant must file a new application if it still desires a license under these Regulations.
- 6.5.2 Privileges of licensure not vested. An order of the Local Licensing Authority conditionally approving an application is not a license but only the right to obtain a license once certain conditions have been met. A conditionally approved applicant is not a licensee and may in no case exercise the privileges of licensure, including operating a licensed establishment, taking any other preliminary steps for which, a license is required, or transferring the conditional approval through a transfer of ownership.
- 6.5.3 Jurisdiction of Local Licensing Authority. A conditionally approved applicant is subject to the

jurisdiction of the Licensing Agent and Board of County Commissioners and to investigation by Huerfano County, disciplinary actions before the Licensing Authority or Hearing Officer, and any other requirements or procedures imposed by law or by order of the Board. All rights conveyed through the Local Licensing Authority's approval or conditional approval may be suspended or revoked through the same procedure, and with the same effect, as a license.

- 6.5.4 Violations and Administrative Revocation. It shall be a violation of this section for a conditionally approved applicant to commit an act or omission, which, if committed by a licensee, would be a violation of any other provision of this Chapter or of the Colorado Marijuana Code. Additionally, the Local Licensing Authority may also, without finding a violation, administratively rescind an approval order and revoke all rights conferred thereby if it finds that a circumstance necessary to its approval has materially changed or ceased to exist. At any point prior to the issuance of the license, the Local Licensing Authority or the Licensing Agent, subject to approval by the Local Licensing Authority at its next meeting, may stay the issuance of a license if it reasonably appears that a conditionally approved applicant has violated or is being investigated for violating any provision of this Chapter or of the Colorado Marijuana Code, or if it reasonably appears that there are grounds to rescind the conditional approval order.
- 6.5.5 Conditional Approval Extensions. When any conditionally approved applicant requires an extension to complete an act required by its approval order, the Board may, unless this Chapter or the Colorado Marijuana Code require otherwise, provide a one-time extension of the term of the order if the applicant requesting the extension demonstrates that the delay at issue was reasonably justified, and the applicant is in compliance with the terms and conditions of the order, of this Chapter, and of the Colorado Marijuana Code. It is at the discretion of the Local Licensing Authority to determine if the facts establish a reasonable justification. This extension shall run from the date of expiration of the initial order for a period of one year. If the applicant does not comply within the period of the extension, then the order shall expire.

Section 6.6 Condition of Local License for Release of Huerfano County

It shall be a condition of all local licenses that the applicant/Licensee releases Huerfano County from liability to the applicant/Licensee and also agrees to indemnify, defend and hold harmless Huerfano County from liability arising from injuries and damages substantially in the form in Appendix A to these Regulations.

Part 7. ACTION ON APPLICATION; HEARINGS

Section 7.1 Action on Applications

The Local Licensing Authority shall consider and act upon all complete local license applications as authorized by these Regulations. The Authority shall deny any application that is not in full compliance with these Regulations. Except as otherwise provided in these Regulations, the Local Licensing Authority may take action administratively, without hearing, by its Chairman.

Section 7.2 Public Hearings and Public Notice

- 7.2.1 A public hearing shall be held to consider every new application for a license and transfer of a license to a new location, subject to the limitations with respect to applications to renew licenses as provided in Part IX hereof. The Local Licensing Authority may opt to process applications for license renewals without a public hearing.
- 7.2.2 If a public hearing is held, it shall begin not less than ninety days after the date the complete application is submitted. The Authority shall post and publish public notice thereof not less than ten days before the hearing. The Authority shall give public notice by posting a sign in a conspicuous place on the license applicant's Premises for which a local license application has been made and by publication in a newspaper of general circulation in the County.
- 7.2.3 Notice given by posting shall include a sign of suitable material, not less than twenty-two inches wide and twenty-six inches high, composed of letters not less than one inch in height and stating the type

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license applied for, the date of the application, the date of the hearing, and the name and address applicant, and such other information as may be required to fully apprise the public of the nature of the application. If the applicant is a partnership, the sign shall contain the names and addresses of all partners, and if the applicant is a corporation, association, or other organization, the sign shall contain the names and addresses of the president, vice- president, secretary, and manager or other managing officers.

7.2.4 Notice given by publication shall contain the same information as that required for signs.

Section 7.3 Preliminary Findings

Not less than five days before the date of hearing, if one has been set, or before taking action on the application, the Local Licensing Authority shall make known its findings based on its investigation, in writing, to the applicant. If a public hearing has not already been set, the applicant may request a public hearing which request shall be granted unless the recommendation is for approval.

Section 7.4 License Findings

- 7.4.1 Before entering any decision approving, conditionally approving or denying the application, the Local Licensing Authority shall consider, except where these Regulations specifically provide otherwise, the facts and evidence adduced as a result of its investigation, as well as any other facts, and any other pertinent matters affecting the qualifications of the applicant for operating the type of Marijuana Establishment proposed.
- 7.4.2 Before entering any decision approving, conditionally approving or denying the application, the Authority shall make a finding as to the good moral character of the applicant in accordance with the standards and procedures set forth in the Colorado Marijuana Code. In so doing, the Authority may incorporate any findings as to good moral character previously made by the State Licensing Authority. The Authority shall not be required to perform a criminal background check: (i) if the State Licensing Authority has performed a criminal background check on the applicant to the satisfaction of the Authority; or (ii) if the Authority approves a license conditioned on the completion and successful review of the criminal background check by the State Licensing Authority.
- 7.4.3 Except for a license renewal application, the Licensing Agent shall not accept any application from a person the Licensing Agent knows to be under investigation or facing disciplinary action by Huerfano County or the Colorado Department of Revenue for a violation of this Chapter or state laws or regulations unless ordered to do so by the Huerfano County Liquor and Marijuana Licensing Board.
- 7.4.4 Before entering any decision approving, conditionally approving or denying the application, the Authority shall make a specific finding of fact as to whether the proposed Licensed Premises is located within any distance restrictions established pursuant to Section 1.09 of these Regulations.

Section 7.5 Decision on Application

- 7.5.1 The Local Licensing Authority has authority to refuse to issue, renew or transfer any license for Good Cause.
- 7.5.2 Where reasonably necessary and otherwise consistent with the Colorado Marijuana Code and the provisions of this Chapter, the Local Licensing Authority may conditionally approve any application made under this Chapter and may also issue a conditional or stipulated license or place conditions on an existing license.
- 7.5.3 Within thirty days after the public hearing or completion of the application investigation, the Local Licensing Authority shall issue its decision approving, approving with conditions or denying an application. The decision shall be in writing and shall state the reasons for the decision.

The Local Licensing Authority promptly shall notify the applicant and the State Licensing Authority of it decision. Notice to the applicant will be deemed given upon personal delivery or three calendar days after deposit in a depositary of the US Postal Service, first class postage paid.

Section 7.7 Review of Local Licensing Authority Decision

- 7.7.1 If a license is conditionally approved or denied without a public hearing, the applicant may request a hearing by the Local Licensing Authority, by a writing delivered to it within twenty days after notice of the action has been given to the applicant.
- 7.7.2 If a license is conditionally approved or denied following a public hearing by the Local Licensing Authority, that decision shall be deemed final action and the applicant's sole remedy is review of the decision pursuant to Colorado Rules of Civil Procedure Rule 106(a)(4).

Part 8. DUTIES OF LICENSEE

Section 8.1 Notice of Changes

- 8.1.1 Proposed Officer or Manager. A Licensee shall report in writing to the Local Licensing Authority, using the forms provided by the State Licensing Authority, the name, address, and date of birth of a proposed officer or corporate manager change thirty days prior to the change. The proposed officer or corporate manager must pass a fingerprint-based criminal history record check as required by the State Licensing Authority and obtain the required identification before managing, or associating with the operation.
- 8.1.2 Change in Financial Interest. An Approved Business shall report each transfer or change of financial interest in the license to the Licensing Agent prior to any transfer or change. The Approved Business must also report to the Licensing Agent, within one day of discovering the same, any act, omission, or change in circumstance that could reasonably appear to result in the violation of any provision of this Chapter or of any other state or local law.
- 8.1.3 Change of Trade Name. A Licensee shall report in writing any change of trade name, before using it, to the Local Licensing Authority by submitting to the Local Licensing Authority a file stamped copy of the Statement of Trade Name of a Reporting Entity that was filed with the Secretary of State.
- 8.1.4 Modification of premises or Manufacturing Process. A Licensee shall report in writing any modification to premises or changes in its manufacturing processes from what was described in its approved application, or which could affect its ability to comply with the Approval Criteria in Part VI of these regulations at least 60 days prior to such changes taking place. The Local Licensing Authority shall decide whether such changes can be processed administratively, or if a public hearing will be required prior to approval.
- 8.1.5 Licensee must receive permission from the Local Licensing Authority to modify the licensed premises prior to making any changes or modifications to the licensed premises.

Section 8.2 Possession of Licensed Premises

- 8.2.1 At all times, a Licensee shall have possession of the Licensed Premises for which the License is issued by ownership, lease, or other written arrangement suited for possession of the Premises for the duration of the License. No application for a new license, for a change of location, or for a transfer of ownership shall be accepted unless the Licensing Agent receives sufficient proof that the Approved Business or applicant is in possession of the premises or will be entitled to possession of the premises for the entire period of the license.
 - (1) Unless a condition of approval provides otherwise, an approved applicant must at all times after approval maintain possession of the premises to be licensed.
 - (2) A licensee must maintain possession of its licensed premises at all times after licensure. Possession

is a prerequisite of licensure and any loss of possession while licensed invalidates the license.

- 8.2.2 Loss of Possession Invalidates Licenses and Orders. Subject to subsection 8.02.4 below, if the Licensing Agent or his or her designee sustains a finding that a licensee or approved applicant has lost of possession of its licensed premises or its premises to be licensed, the corresponding license or approval order shall be rescinded and deemed invalid.
- 8.2.3 Showing Cause to Licensing Agent. In the event that it reasonably appears to the Licensing Agent, his or her designee, or the Code Enforcement Officer, or such similar position, that a licensee or approved applicant has lost possession of the licensed premises or premises to be licensed, then the same official may send a notice by certified mail requiring the Approved Business to show cause within 5 business days as to why the license should not be rescinded for loss of possession. The Approved Business shall show cause in writing to the Licensing Agent.
- 8.2.4 Stay of Rescission. If a finding of loss of possession is sustained, the Licensing Agent or his or her designee may stay the rescission of the license or approval order if the Approved Business demonstrates that: (1) the loss of possession of its licensed premises or premises to be licensed was the result of extraordinary circumstances beyond the control of a reasonably prudent business or approved applicant; and (2) the licensee or applicant will either regain possession of the premises within thirty days or secure possession of new and appropriate premises within thirty days. The Approved Business bears the burden of justifying a stay and of complying with any conditions of the stay. In addition, the Licensing Agent may stay the recession of any license or approval order if the Approved Business applied for a change of location prior to the loss of possession.
- 8.2.5 Effect of Rescission. The rescission of a license or approval order under this Section shall not constitute a violation of this Code, but nothing shall prevent the Marijuana Compliance Inspector from electing to seek a finding of a violation for loss of possession instead of seeking rescission under this Section.

Section 8.3 Reporting of Enforcement Action

A Licensee shall notify the Local Licensing Authority within four business days of any enforcement action commenced or taken by the state or any other jurisdiction with respect to any Marijuana Establishment license held by the Licensee.

Section 8.4 Public Display

- 8.4.1 The Licensee shall conspicuously display the local- and the state-issued licenses at all times on the Licensed Premises.
- 8.4.2 All Retail Marijuana Establishments shall post a sign in a conspicuous location stating the following in all capital letters:
 - IT IS ILLEGAL TO SELL OR TRANSFER MARIJUANA TO ANYONE UNDER THE AGE OF TWENTY-ONE
 - IT IS ILLEGAL TO SEND OR TRANSPORT MARIJUANA TO ANOTHER STATE.
 - THE POSSESSION OF MARIJUANA REMAINS A CRIME UNDER FEDERAL LAW.

Section 8.5 On-site Access to Occupational Licenses and Registrations

All persons owning, managing, operating, employed by, working in or having access to restricted areas of a Licensed Premises of, any Licensee who are required by the Colorado Marijuana Code, to have occupational licenses and registrations must at all times have a valid license and/or registration from the State Licensing Authority. At all times when on the Licensed Premises, all such persons shall have on their person, and conspicuously display, their occupational licenses and registrations required by the State Licensing Authority.

Section 8.6 Condition of employing local labor

At a minimum fifty-one percent (51%) of a facility's annual payroll shall be attributable to employees or independent contractors permanently residing within Huerfano County. As a condition of approval the operator agrees to furnish the following annually on or before January 15 of each year:

- (1) A list of all employees and independent contractors that are permanent residents of Huerfano County, the percentage of payroll attributed to those residing in Huerfano County, and their local address.
- (2) Confirmation of residency for each employee listed above as a Huerfano County resident. Verification shall be made from the Huerfano County Clerk's Records for either vehicle or voter registration, or verification acceptable to the Code Enforcement Officer.

Section 8.7 Compliance with Laws

- 8.7.1 A Licensee shall at all times comply with and maintain the Licensed Premises in compliance with all of the terms and conditions of the license; the requirements of these Regulations; Colo. Const. Art. XVIII, §§14 and 16, and the Colorado Marijuana Code; Huerfano County Building and Land Use Regulations; Huerfano County public health regulations; applicable fire code; and all other state and local laws, rules and regulations applicable to the Establishment.
- 8.7.2 Any waiver of requirements pursuant to State laws or regulations issued by the State will not constitute a waiver of compliance requirements for local licensing purposes.
- 8.7.3 State Laws.
 - (1) All applicants, licensees, or other persons subject to these regulations shall, at all times, be familiar with the requirements of this Chapter, of the Colorado Marijuana Laws, and of any application and reporting procedures set forth by the Licensing agent, including any updates or changes made to such requirements.
 - (2) All applicants, licensees, or other persons subject to these regulations shall, at all times, comply with all provisions of this Chapter, the Colorado Marijuana Laws, and any application or reporting procedures set forth by the Licensing Agent. Noncompliance with such laws or regulations and any violation under such laws or regulations constitutes a violation under this Chapter and shall be grounds to deny an application or for an enforcement action.
 - (3) To the extent the state has adopted or adopts in the future any laws or rules stricter than or inconsistent with the provisions of this Chapter, those laws or regulations shall control.
 - (4) To the extent the state has adopted or adopts in the future any laws or rules that require local licensing authority approval or the local licensing authority to opt-in, Huerfano County shall remain exempt from such changes unless and until the Board of County Commissioners approve the new law or rule.
 - (5) Any waiver of requirements pursuant to State laws or regulations issued by the State will not constitute a waiver of compliance requirements for local licensing purposes pursuant to this Chapter, other Colorado Marijuana Laws, or other requirements under the Huerfano County Code and all local regulations of Huerfano County.

Section 8.8 Notices of Changes in State License Status

A Licensee shall notify the Local Licensing Authority in writing if its state license of the same type for the same type of activity at the same Location as that issued by the Local Licensing Authority has been denied, expired, renewed, revoked or transferred. Notice must be in writing, and given to the Huerfano County Land Use office within one business day of the action by the State Licensing Authority. The Licensee shall give a copy of a new or renewed state license to the Local Licensing Authority within four business days of its received.

Section 8.9 Notices to Public Safety Agencies

- 8.9.1 Before commencing operation, a Licensee shall notify the local firefighting agency and Huerfano County Office of Emergency Management of the identity of all toxic, flammable, hazardous, or other materials regulated by a federal, state or local government having authority (or that would have authority over the business if it was not a marijuana business), that will be used, kept, or created at the Licensed Premises, the location of such materials, how such materials will be stored, and shall provide Material Safety Data Sheets where applicable.
- 8.9.2 Before commencing operation, a licensee also shall notify the local firefighting agency and Huerfano County Office of Emergency Management whether CO₂ or CO₂-generating is used on the Licensed Premises, the method and the location.
- 8.9.3 A licensee shall promptly, within no more than one week, notify its local firefighting agency and Huerfano County Office of Emergency Management of any changes in this information.
- 8.9.4 All notices under this Section 8.09 shall be in writing, with a copy sent to the Local Licensing Authority.

Part 9. RENEWALS

Section 9.1 Time to Apply for Renewal License

- 9.1.1 A License is immediately invalid upon its expiration. Unless otherwise expressly provided in these Regulations, if a license is not renewed by the Local Licensing Authority before its expiration, the Licensee may not operate after its expiration.
- 9.1.2 A Licensee desiring a renewal of an existing license must apply for the renewal to the Local Licensing Authority not less than thirty days before the date of expiration of the current license. A Licensee who files a complete renewal application and pays the requisite fees may continue to operate until the Local Licensing Authority takes final action to approve or deny the renewal application.
- 9.1.3 Notwithstanding the provisions of subsection 9.01.1 and 9.01.2, the Local Licensing Authority, in its discretion, based upon reasonable grounds, may waive the deadline for filing an application for renewal but the Local Licensing Authority shall not accept an application for renewal of a license filed more than ninety days after the date of its expiration. Reasonable grounds for waiving the renewal deadline must include that the Licensee lawfully may operate under its corresponding State license for the same activity at the same Location. A waiver will not be considered without filing a complete application and payment of all fees for renewal. Upon finding reasonable grounds exist for a waiver and its approval of an administrative extension of the expiring(ed) license, the Local Licensing Authority shall give written notice of the administrative extension. The renewal fee will be refunded if the administrative extension is not granted.
- 9.1.4 If a license has been administratively extended in writing, the Licensee may continue to operate until the Local Licensing Authority takes final action to approve or deny the renewal application.
- 9.1.5 The application for any renewal shall contain a duplicate of the application form(s) submitted to and accepted by the State Licensing Authority for the renewal of the license of the same type for the same activity at the same Location, and any supplemental information requested by the Authority. The provisions of Part V shall govern the application form and processing as applicable.
- 9.1.6 In the event a license is renewed after the expiration of the previous license, including by a late renewal application, the term of the renewed license shall run to the date one year following the date

- the previous license expired.
- 9.1.7 It is the obligation of the licensee to know all timing requirements under this Chapter and to submit their application on time. Nothing in this subsection shall give any licensee any claims to priority or exceptions for the application review process of the Local Licensing Authority.

Section 9.2 Action on Application for Renewal

- 9.2.1 Applications to renew a license shall be approved administratively by the Chairman of the Local Licensing Authority without public hearing unless the Licensee has had complaints filed against it, has a history of violations, there are allegations against the Licensee that could constitute Good Cause, or there are significant changes proposed to the licensed premises or operations that have potential impacts on the community, infrastructure or services, in which case a public hearing on the renewal application may be set. For purposes of this section, complaints include a recommendation by any referral department or agency to deny renewal.
- 9.2.2 The Licensing Agent or Local Licensing Authority may schedule a hearing on the application for renewal if it appears that one or more circumstances exist that may justify an adverse decision.
- 9.2.3 The Local Licensing Authority may refuse to renew a license if it finds one or more of the following:
 - (1) The licensee or applicant has violated, does not meet, no longer meets, or has failed to comply with any of the terms, conditions, or provisions of this Chapter or of the Colorado Marijuana Laws;
 - (2) The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license pursuant to an order of the State Licensing Authority or of the Huerfano County Liquor and Marijuana Licensing Board as the Local Licensing Authority;
 - (3) The licensed premises have been operated in a manner that adversely affects the public health, safety or welfare or the safety of the immediate neighborhood in which the establishment is located;
 - (4) The Local Licensing Authority determines that the licensed premises have been inactive, without good cause, for a period of at least one year. It is the discretion of the Local Licensing Authority to determine whether a license has been active based upon the evidence and documentation submitted.
- 9.2.4 If the Local Licensing Authority finds after a hearing held pursuant to this section that there are grounds to refuse to renew, it may consider, except as otherwise required, the severity, frequency, and number of prior violations in deciding whether to refuse to renew the license.
- 9.2.5 If the Local Licensing Authority finds after a hearing held pursuant to this section that there has been a violation of a license condition, this Chapter or of the Colorado Marijuana Laws, the Local Licensing Authority has the discretion to apply a condition, fine, and/or suspension to the license in lieu of a refusal to renew the license. Any fines or suspensions shall be consistent with Section 5.12.100.H.
- 9.2.6 In the event that a hearing is scheduled, notice of such hearing shall be posted on the licensed premises for a period of 10 days prior to the hearing and the applicant shall be notified of such hearing at least 10 days prior to the hearing. Notification may be made electronically. No renewal application shall be denied without a hearing.

Section 9.3 Procedures for Action on Application

To the extent applicable, the provisions of Part 7 shall govern processing and action on the application for renewal.

Section 9.4 Approval Criteria

The approval criteria in Part 6 for approval of a new license shall be applicable to an application for a renewal.

Part 10. TRANSFERS

A license issued under these Regulations is not transferable or assignable, including, without limitation, not transferable or assignable to different Premises, or to a different Owner or Licensee, except in accordance with these Regulations. Any attempt to transfer or assign a license in violation of these provisions voids the license.

Section 10.2 License Transfers Allowed

- 10.2.1 A Licensee may transfer or assign all ownership, rights and interests in a local license issued pursuant to these Regulations, or transfer that license to a different Premises within unincorporated Huerfano County, subject to prior application to, and approval by, the Local Licensing Authority and in compliance with the Colorado Marijuana Code.
- 10.2.2 Transfer of a license to a different premises shall require the same public noticing and public hearing requirements that would apply to a new application and outlined in Part VII.

Section 10.3 License Transfer Application

The application for any transfer shall contain a duplicate of the application form(s) submitted to and accepted by the State Licensing Authority for the transfer of the license, all of the information required by these Regulations for an original license application, and any supplemental information requested by the Authority.

Section 10.4 Approval Criteria

The approval criteria in Part 6 for approval of a new license shall be applicable to an application for a transfer.

Section 10.5 Procedures; Action on Application

The Local Licensing Authority may hold a public hearing on the application to transfer. To the extent applicable, the provisions of Parts 5 and 7 shall govern processing and action on the application for transfer.

Section 10.6 Period of Transferred License

Approval of the transfer of a license has no effect on the license expiration date. A transferred license will continue for the balance of the license term set forth in the license.

Part 11. ENFORCEMENT

Section 11.1 Inspection

- 11.1.1 The Local Licensing Authority shall have the rights of entry upon and into and inspection of the Premises and records of a Licensee to the fullest extent authorized by the Colorado Marijuana Code, and the state administrative regulations promulgated pursuant thereto.
- 11.1.2 The Local Licensing Authority or its designees shall at all times during the Licensee's business hours, during times of apparent activity, or upon request, be admitted to the Licensed Premises, including any limited access or other secured areas within them, to inspect for compliance with these Regulations. For examination of any inventory or books and records required to be kept by the licensees, access shall be required during business hours. The Local Licensing Authority may request to inspect during non-business hours. Where any part of the licensed premises consists of a locked area, upon demand to the licensee, such area shall be made available for inspection without delay and, upon request by authorized representatives of the Local Licensing Authority, the licensee shall open the area for inspection.
- 11.1.3 Additionally, the County Weed Manager will have the right to inspect the property for noxious weeds at any time while a cultivation license is active. Upon the finding that any weeds need to be managed or remediated, such conditions may be added to the license by the Local Licensing Authority.

Section 11.2 Hearing; Suspension, Revocation of License

11.2.1 A license issued pursuant to these Regulations may be suspended or revoked by the Local Licensing

Authority after a hearing for any of the following reasons:

- (1) Fraud, misrepresentation or a false statement of material fact contained in the license application;
- (2) A violation of any County, state or federal law or regulation with respect to the ownership or operation of the licensed Establishment or with respect to the Licensed Premises other than a federal law or regulation concerning the possession, sale or distribution of marijuana that conflicts with Amendment 20 or Amendment 64- including, without limiting the foregoing, the failure of a retail marijuana cultivation facility to timely report or timely pay its Huerfano County marijuana excisetax;
- (3) A violation of any of the terms and conditions of the license;
- (4) A violation of any of the provisions of these Regulations;
- (5) The corresponding state license has been suspended or revoked by the State Licensing Authority; or
- (6) The Licensed Premises have been inactive or have not carried out any of those activities for which the license was issued for at least one year.
- 11.2.2 A Licensee shall be given notice in writing of the allegations and of a hearing to consider suspending or revoking its license at least ten days before the hearing. The notice shall be sent by regular mail, postage prepaid. Notice will be deemed given upon mailing;
- 11.2.3 Evidence in support of the charges shall be given first, followed by cross-examination of those testifying thereto. The Licensee, in person or by counsel, shall then be permitted to give evidence in defense and in explanation.
- 11.2.4 If the evidence presented at the hearing does not support the charges stated in the notice and order served upon the Licensee, but standing alone establishes that the Licensee has engaged in a different violation of Section 11.02.1, these Regulations, the Colorado Marijuana Code, or an order of a state or local licensing authority, the Licensee shall be permitted to give evidence and statement in defense if then prepared to do so. If such evidence is not then available, but can be obtained by the Licensee, the Licensee shall state the substance thereof and upon his request the hearing may be recessed for not more than fourteen days, and shall then continue under the same procedure as through no recess had occurred.
- 11.2.5 In deciding whether a license should be fined, suspended, or revoked in accordance with this section, and in deciding what conditions to impose in the event of a suspension, if any, the Local Licensing Authority shall consider:
 - (1) The nature and seriousness of the violation;
 - (2) Corrective action, if any, taken by the licensee;
 - (3) Prior violation(s), if any, at the licensed premises by the licensee and the effectiveness of prior corrective action, if any;
 - (4) The likelihood of reoccurrence;
 - (5) All circumstances surrounding the violation;
 - (6) Whether the violation was willful:
 - (7) The length of time the license has been held by the licensee;
 - (8) The number of violations by the licensee within the applicable twelve-month period;
 - (9) Previous sanctions, if any, imposed against the licensee;
 - (10) Whether the licensee has a responsible vendor designation;
 - (11) Whether the licensee supports other local businesses including without limitation the display of local art or use of local ancillary businesses;

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- (12) Whether the licensee has contributed to or been involved in a charitable giving program; and
- (13) Any other factor making the situation with respect to the licensee or the licensed premises unique.
- 11.2.6 Notice of suspension or revocation shall be given by mailing the same in writing to the licensee at the licensee's last address of record with the Local Licensing Authority.
- 11.2.7 Any recommended stipulations or agreements between the licensee and the Local Licensing Authority shall be presented to the Local Licensing Authority at the hearing. The Local Licensing Authority in its discretion may:
 - (1) Accept such stipulation or agreement and dispense with the hearing;
 - (2) Allow limited testimony and evidence and, based thereon, accept such stipulation or agreement without a full hearing, or
 - (3) Reject the stipulation and require a full hearing.
- 11.2.8 Stipulations regarding violations of these Regulations may be executed by the Huerfano County Land use and Marijuana Compliance Inspector and a Licensee consistent with the following:
 - (1) The Inspector may make determinations regarding the type of sanction to impose based upon the severity of the violation and in conformance with the following categories of violations:
 - a. License Infractions. This category of violation is the least severe and may include, but is not limited to, failure to display required badges, unauthorized modifications of the Licensed Premises of a minor nature, or failure to notify the Local Licensing Authority of a minor change in ownership. The range of penalties for this category of violation may include license suspension, a fine per individual violations of up to \$1000.00 for each separate violation, and/or a fine in lieu of suspension of up to \$10,000 depending on the mitigating and aggravating circumstances. Sanctions may also include restrictions on the license.
 - b. License Violations. This category of violation is more severe than a license infraction but generally does not have an immediate or potential negative impact on the health, safety, and welfare of the public at large. License violations may include but are not limited to, advertising and/or marketing violations, packaging or labeling violations that do not directly impact patient or consumer safety, failure to maintain minimum security requirements, failure to keep and maintain adequate business books and records, or minor or clerical errors in the Inventory Tracking System. The range of penalties for this category of violation may include license suspension, a fine per individual violation of up to \$50,000 for each separate violation, and/or a fine in lieu of suspension of up to \$50,000 depending on the mitigating and aggravating circumstances. Sanctions may also include restrictions on the license.
 - c. License Violations Affecting Public Safety. This category of violation is the most severe and may include, but is not limited to, Retail Marijuana sales to persons under the age of 21 years, Medical Marijuana sales to non-patients, consuming marijuana on the Licensed Premises, Regulated Marijuana sales in excess of the relevant sales limitations, permitting the diversion of Regulated Marijuana outside the regulated distribution system, possessing marijuana obtained from outside the regulated distribution system or from an unauthorized source, making misstatements or omissions in the Inventory Tracking System, failure to report any transfer marijuana where reporting is required by Colorado law, knowingly adulterating or altering or attempting to adulterate or alter any Samples of Regulated Marijuana, violations related to colocated Medical Marijuana Businesses and Retail Marijuana Businesses, violations related to R&D Co-Location Permits, failure to maintain books and records to fully account for all transactions of the business, failure to cooperate with State or Local License Authority investigators during the course of inspections or investigations, failure to comply with any requirement related to the Transfer of Sampling Units, violations directly targeting minors, or packaging or labeling violations that directly impact patient or consumer safety. Violations of

Item 6c.

this nature generally have an immediate or potential negative impact on the health, safety, welfare of the public at large. The range of penalties for this category of violation may include license suspension, a fine per individual violation of up to \$10,000 for each separate violation, a fine in lieu of suspension of up to \$100,000, and/or license revocation depending on the mitigating and aggravating circumstances. Sanctions may also include restrictions on the license.

- (2) In no event shall the Inspector enter into stipulations under this subsection with a Licensee more than 3 times within a one-year period.
- (3) Nothing in this subsection shall preclude the Inspector from requesting that the Local Licensing Authority consider any alleged violation of this Chapter.
- 11.2.9 Requests to pay a fine in lieu of serving a suspension period shall be heard by the Local Licensing Authority before the suspension period is set to begin. Decisions regarding whether or not to approve requests to pay a fine in lieu of serving a suspension are within the discretion of the Local Licensing Authority.
- 11.2.10 The remedies provided in this section are in addition to any other remedy provided by applicable law.
- 11.2.11 11.02.5 The burden of proof is preponderance of the evidence and shall be on the person, department or agency alleging that grounds exist for suspension or revocation of the license.
- 11.2.12 Any decision made by the Local Licensing Authority pursuant to this Section 11.02 shall constitute the final decision of the County, is effective immediately, and may be appealed pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.
- 11.2.13 No fee previously paid by a Licensee in connection with the application or license shall be refunded if the license is suspended or revoked.

Section 11.3 These Enforcement Provisions are not Exclusive

In addition to all other remedies available to the County under these Regulations or by other law, including the Colorado Marijuana Code, the operation of a Marijuana Establishment without a valid license issued pursuant to these Regulations may be enjoined by the County in an action brought in a court of competent jurisdiction.

Section 11.4 Deference to State Licensing Authority

The Authority may defer to the state to enforce compliance with the requirements in the Colorado Marijuana Code.

Part 12. FEES

Section 12.1 Fees Set by Resolution

The Board of County Commissioners may revise application, license and operating fees by resolution. Fees shall be set with the objective of fully offsetting the cost to the County of administering these Regulations.

Section 12.2 No Refund of Fees

No fee will be refunded in whole or part even if: the application is withdrawn; the license is denied, transferred, revoked, surrendered, suspended or otherwise is not valid for a full year; or the Establishment ceases or never commences operations before expiration or other termination of the license or its approval.

Section 12.3 Fees

Application fees and all other fees necessary for the administration, regulation, and implementation of this Chapter are as follows:

Initial Operating Fee for any type of license:	\$2,000.00
Administrative Fee for a transfer or change of financial interest of	\$200.00
any type of license:	
Administrative Fee for a complete transfer of ownership or change of	\$1,000.00

location:

Operating Fee for renewal of any type of license:	\$1,000.00
Administrative Fee for modification of premises:	\$250.00
Late Fee for renewal of any type of license:	\$500.00
Post-expiration Late Fee for renewal of any license:	\$1,000.00

Section 12.4 Retail Marijuana Establishments - Application Fees

Application fees for Retail Marijuana Establishment licenses are determined by the Colorado Marijuana Code and collected by the State Licensing Authority.

Section 12.5 Operating Fees

- 12.5.1 Initial operating fees and operating fees cover the costs of administering and enforcing these regulations; upon renewal of any type of license are established in the fee schedule in Section 12.03 and are due upon application for license or renewal.
- 12.5.2 No operating fee is due for any Retail Marijuana Establishment license that is being converted from a Medical Marijuana Establishment license, which means the Licensee surrenders the medical marijuana license when the retail marijuana license is issued.
- 12.5.3 If it is deemed reasonably necessary to engage the services of an outside consultant to review an application for a retail marijuana license, including a transfer or renewal, the cost of the consultant shall be charged to the applicant as an additional operating fee. Once the estimate is established, the Local Licensing Authority shall notify the applicant in writing of the fee and its amount. Until the fee is paid, the application shall be incomplete and shall not be further processed. The amount of the fee may be increased at any time if it is determined by the Authority that the fee is not sufficient to cover all consulting costs associated with the application. If the Authority so determines, it shall notify the applicant in writing of the amount of the increase. Not later than ten days following the notice, the applicant shall pay the amount of the increase. If the increase is not timely paid, the application shall be deemed withdrawn by the applicant.

Section 12.6 Late Filing Penalty

If a complete application for a renewal of any type of license is not submitted until after the renewal application deadline, the renewal application must be accompanied by a late renewal penalty of \$500.00. If a complete application for a renewal license is not submitted until after the expiration of a license, the renewal application must be accompanied by a late renewal penalty of \$1,000.00.

Section 12.7 Payment of Fees

All fees are due and must be paid before a license of any type will be issued or effective.

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APPENDIX A

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, and each of them, 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 marijuana business that is the subject of the license.

THE UNDERSIGNED AGREES TO THE RELEASE AND AGREEMENT ABOVE.

Applicant Signature:	Date Signed:	
STATE OF COLORADO] SS.		
COUNTY OF HUERFANO]		
The foregoing instrument w their capacity as	vas acknowledged before me thisday of, 20b	oy in
[SEAL]		
	Notary Public	-
My Commission Expires:		

INTRODUCED, READ, AND ORDERED PUBLISHED IN FULL ON FIRST READING THIS 12TH day of SEPTEMBER 2023.



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
	W 10 11 0 : :
	Karl Sporleder, Commissioner

RESOLUTION NO. 23 - 42

THE BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY, COLORADO

A RESOLUTION MAKING A SUPPLEMENTAL APPROPRIATION FOR THE OFFICE OF THE 3RD JUDICIAL DISTRICT ATTORNEY FOR THE 2023 FISCAL YEAR AND MAKING TRANSFERS THERFORE

WHEREAS, C.R.S. § 29-1-109 authorizes the Board of County Commissioners ("the Board") to transfer appropriated moneys between funds or between spending agencies within a fund; and

WHEREAS, C.R.S. § 29-1-101, et seq. ("the Local Government Budget Law of Colorado") requires the Board of County Commissioners to annually adopt a balanced budget and authorizes the creation of contingency funds to be used in case of an emergency which could not have been reasonably foreseen at the time of adoption of the budget; and,

WHEREAS, the Board, having established a Contingency Reserve, has the right and authority to define an emergency for the use of these reserves; and,

WHEREAS, the Board has been ordered, in Case 2018CV30068, to fund the District Attorney's 2023 budget request for staff and support personnel in the amount of \$162,040 in order to purge a contempt ruling; and

WHEREAS, the Board directed staff to develop this Resolution during a Regular Meeting of the Board on September 26, 2023; and

WHEREAS, the Board desires to comply with the Court Order and make such supplemental appropriation, which was previously unanticipated and unbudgeted; and

WHEREAS, the Board finds that this appropriation in these conditions constitute an emergency and therefore the use of the Contingency Reserve is in order.

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

- 1. **Appropriation Authorized.** The sum of \$162,040 is hereby appropriated to the Office of the 3rd Judicial District Attorney.
- 2. **Use of Contingency Reserve and Transfer Authorized.** This appropriation in these conditions constitutes an emergency and hereby authorize the use of the Contingency Reserve and order the transfer of \$162,040 from the Contingency Fund to the County General Fund.
- 3. **Payment Arrangements.** Payments to the 3rd Judicial District Attorney shall be made along with the regular payments to the DA's Office.

Item 7a.

4. **Copies of Resolution to be Filed.** A copy of this resolution shall be submitted to the County Finance Office, the Las Animas County Commissioners, the 3rd Judicial District Attorney, and the Courts.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS $10^{\rm th}$ day of October 2023.



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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

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

RESOLUTION NO. 23 - 41

THE BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY, COLORADO

A RESOLUTION OPPOSING A CHANGE TO THE SOUTH CENTERAL AND SOUTHEASTERN TRANSPORTATION PLANNING REGION BOUNDARIES

WHEREAS, the responsibilities of the Huerfano County Board of County Commissioners ("the Board") include the health, safety and welfare of the residents of Huerfano County; and

WHEREAS, Huerfano County is a member of the South Central Transportation Planning Region (TPR); and

WHEREAS, the Colorado Department of Transportation initiated legislation for the 2023 General Assembly to review the TPR boundaries; and

WHEREAS, the legislation passed creating a process for reviewing the TPR boundaries; and,

WHEREAS, 2 CCR 601-22 Section 2.02.1 specifically identifies the conditions which must be met for requesting changes to TPR boundaries; and

WHEREAS, Section 2.02.1.3 states that such requests must include "a statement of justification for the change considering transportation commonalities."; and

WHEREAS, Section 2.02.1.4 states that such requests must include "a copy of the resolution stating the concurrence of the affected Regional Planning Commission."; and

WHEREAS, the Board of County Commissioners finds that any change to the TPR boundary for the South Central and South East TPRs will be detrimental to the planning process that has been in place for over 25 years; and

WHEREAS, the Board of County Commissioners finds no benefit to the South Central and South East TPRs in combining these regions and limiting their voices on the Statewide Transportation Advisory Committee to the benefit of another region of the State; and

WHEREAS, repeated objections from representatives from both South Central and South East TPRs have been voiced to the CDOT representatives regarding the proposed boundary changes.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Huerfano County, Colorado do hereby oppose the proposed change in boundaries of the South

Item 7b.

BE IT FURTHER RESOLVED by the Board of County Commissioners that copies of this resolution be sent to the Transportation Commission, CDOT Headquarters, and the Governor of the State of Colorado.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 10^{th} day of OCTOBER 2023.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY, COLORADO

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

ORDINANCE NO. 23-01

AN ORDINANCE ADOPTING MARIJUANA LICENSING REGULATIONS FOR THE UNINCORPORATED HUERFANO COUNTY

WHEREAS, the General Assembly enacted the Colorado Medical Marijuana Code in Article 10 of Title 44 to implement Amendment 20 to the Colorado Constitution (Article XVIII, §14) authorizing the use of marijuana for medical purposes; and

WHEREAS, On November 6, 2012, the people of Colorado voted to approve Amendment 64 to the Colorado Constitution (Article XVIII, § 16 to the Constitution) authorizing specified non-medical marijuana establishments and non-medical marijuana use, now identified as "retail" marijuana establishments and use; and

WHEREAS, C.R.S. 44-10-104 establishes County authority to regulate the cultivation and sale of marijuana and to impose a local licensing requirement; and,

WHEREAS, C.R.S 44-10 establishes State regulations on marijuana, including types of licenses for medical, retail and cultivation, and that all those types of licenses described in this ordinance are also regulated by the State; and,

WHEREAS, C.R.S. 30-15-406 requires that an ordinance be published in full in one newspaper of general circulation at least ten days before its adoption; and,

WHEREAS, the Huerfano County Board of County Commissioners (the "Board") is authorized by C.R.S. §30-11-101(2) to adopt and enforce ordinances and resolutions regarding health, safety, and welfare issues as otherwise prescribed by law, and provide for the enforcement thereof; and

WHEREAS, the Board adopted commercial marijuana regulations as Section 18.00 of the Land Use Code with Resolution 14-14, and subsequently amended with Resolution 15-18, and again with Resolution 18-27; and,

WHEREAS, Resolution 14-15 and 14-16 placed the question on the ballot for approval by the voters of Huerfano County to impose an excise tax of 5% on unprocessed commercial marijuana cultivation when unprocessed commercial marijuana is first sold or transferred by a retail marijuana cultivation facility, with tax revenues to be used to fund improvements to County facilities and costs related to the regulation of marijuana. Voters approved the ballot question and the excise tax became effective beginning on January 1, 2015; and,

WHEREAS, the Board passed Resolution 18-06 establishing regulations for the collection, administration and enforcement of the excise tax; and,

WHEREAS, the Board has determined that regulating marijuana by license rather than conditional use permit is in the interest of the citizens of Huerfano County; and,

WHEREAS, the Board has determined that expanding the scope of marijuana business types allowed in the County by providing for licensing for retail and hospitality licenses may contribute to increased tax revenue and employment by stimulating economic growth and an increase in tourism; and

WHEREAS, the Board finds it is in the interest of public health, safety and welfare that the Board adopt these Huerfano County Marijuana Licensing Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Huerfano County as follows:

Part 1. GENERAL PROVISIONS

Section 1.01 Title

These regulations shall be known and referred to as the "Huerfano County Marijuana Licensing Regulations" (referred to herein as "Regulations").

Section 1.02 Authority and Scope

- 1.02.01 Authority: These Regulations are adopted pursuant to Colorado Const., Art. XVIII, §16(5)(f); the Colorado Marijuana Code, C.R.S. §44-10-101, et seq. ("Colorado Marijuana Code"), including § C.R.S. §30-11-10l(l)(e), (2); and C.R.S. §30-11-107(l)(i).
- 1.02.02 Establishment: These regulations were adopted by ordinance of the Huerfano County Board of County Commissioners and they replace Section 18 of the Land Use Code covering conditional use permits for marijuana. Section 18 shall remain in effect for one year from the time of the effective date of this ordinance for those operations for which Conditional Use Permits were in place at the time of adoption. This ordinance, and not section 18 of the Land Use Code shall govern applications for marijuana establishments received after the effective date for this ordinance.
- 1.02.03 Jurisdiction: Conditional Use Permits for marijuana in place at the time of adoption of this ordinance will expire one year from the adoption of this ordinance, after which, holders of CUPs will be required to apply for a license. These Regulations apply only to the unincorporated areas of Huerfano County, Colorado.

Section 1.03 Purpose

- 1.03.01 The purpose of these Regulations are to:
 - (1) Comply with the County's obligations under the Colorado Marijuana Code;
 - (2) Require that "Marijuana Establishments" shall operate in a safe manner that does not endanger the public welfare and in a manner that conforms to the Colorado Marijuana Code;
 - (3) Mitigate potential negative impacts that the Marijuana Establishments may cause on surrounding properties and persons;
 - (4) Regulate the conduct of persons owning, operating, and using Marijuana Establishments to protect the public health, safety and welfare;
 - (5) Establish a nondiscriminatory mechanism by which the County appropriately regulates the location and operation of Marijuana Establishments within the County.
- 1.03.02 By enacting these Regulations, Huerfano County does not intend to encourage or promote the establishment of any business or operation, or the commitment of any act, that constitutes or may constitute a violation of federal law.

Section 1.04 Definitions

- 1.04.01 Unless otherwise expressly provided, the definitions in the Colorado Marijuana Code, including the definitions in C.R.S. §44-10-103, shall apply in these Regulations with respect to Medical Marijuana Establishments and Retail Marijuana Establishments.
- 1.04.02 The following words, terms and phrases, when used in these Regulations, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (1) "Authority," Huerfano County Local Licensing Authority" and "Local Licensing Authority" have the same meaning for the purposes of these Regulations.
 - (2) "Colorado Marijuana Code" means the Colorado Marijuana code, Article 10 of Title 44, CRS

- and the state administrative regulations promulgated pursuant thereto.
- (3) "Dual Operation" means a person who holds both a license to operate a Medical Marijuana Establishment and a license to operate a Retail Marijuana Establishment may operate both licenses in the same premises ("dual operation") provided the licensee meets the requirements of the Colorado Marijuana Code and this Chapter.
- (4) "Good Cause", for purposes of refusing or denying a license issuance, renewal or transfer means:
 - a. The Licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of these Regulations, the Colorado Marijuana Code, or the state administrative regulations promulgated pursuant thereto, as applicable;
 - b. The Licensee or applicant has failed to comply with any special terms or conditions that were placed on its license pursuant to an order of the State or Local Licensing Authority;
 - c. The Licensed Premises have been operated in a manner that adversely affects the public health or welfare or the safety of the immediate neighborhood in which the establishment is located; or
 - d. The Licensed Premises have been inactive for at least one year.
- (5) "Licensed Premises" means the premises specified in a license under these Regulations, which are owned or in possession of the Licensee and within which the Licensee is authorized to cultivate, manufacture, distribute, sell or test medical marijuana and/or retail marijuana in accordance with the provisions of the Colorado Marijuana Code, and these Regulations.

 "Licensed Premises" includes an off-premises storage facility owned, operated or used by the Licensee.
- (6) "Licensee" means a person licensed pursuant to these Regulations.
- (7) "Licensing Agent" means the person designed by the Board of County Commissioners to process marijuana applications or, if no such person has been specifically designated, the Director of the Department of Planning and Development or his or her designee.
- (8) "Location" means a particular parcel of land that may be identified by an address or other descriptive means.
- (9) "Medical Marijuana Establishment" means a medical marijuana store, medical marijuana infused products manufacturer, medical marijuana testing facility, and/or medical marijuana cultivation operation, each as defined in the Colorado Marijuana Code.
- (10) "Owner "means any person having a beneficial interest, as defined by the State Licensing Authority, in a Medical or a Retail Marijuana Establishment.
- (11) "Premises" means a distinctly identified, as required by the State Licensing Authority, and definite Location, which may include a building, a room, or any other definite contiguous area.
- (12) "Residential Zone" means a zone district intended primarily for residential uses that allows for lot sizes under 35-acres.
- (13) "Retail Marijuana Establishment" means a retail marijuana store, retail marijuana cultivation facility, retail marijuana products manufacturer and/or retail marijuana testing facility, each as defined in the Colorado Marijuana Code.
- (14) "Sale" or "Seller" includes to exchange, barter, or traffic in, to solicit or receive and order except through a licensee licensed under these Regulations, to deliver for value in any way other than gratuitously, to peddle or possess with intent to sell, or to traffic in for any in for any consideration promised or obtained directly or indirectly.

- 1.05.01 Except where the provisions expressly set forth in these Regulations are inconsistent with or from the Colorado Marijuana Code, all of the provisions of the Colorado Marijuana Code, as they are amended from time-to-time, are adopted herein by this reference, and apply to all applications received and licenses issued by the Local Licensing Authority with respect to Medical Marijuana Establishments and Retail Marijuana Establishments.
- 1.05.02 If there is a conflict between the provisions of these Regulations and the Colorado Marijuana Code, including with the state administrative regulations promulgated pursuant to them, respectively, the provisions of these Regulations control to the fullest extent permitted by applicable law.

Section 1.06 Dual Operations

- 1.06.01 A person may operate a licensed Medical Marijuana Store, Cultivation Facility or Medical Marijuana-infused Products Manufacturing Facility and any licensed Retail Marijuana Establishment at the same Location if the Local Licensing Authority determines that the operations will meet the requirements of these Regulations.
- 1.06.02 A Medical Marijuana Store licensee may also hold a Retail Marijuana Store license and operate a retail business operation on the same licensed premises provided that the licensee does not authorize patients under the age of 21 years to be on the premises. The licensee must post signage that clearly states: "You must be 21 years of age or older to enter this premises." The licensee may display both medical marijuana and retail marijuana on the same sale floor, provided the licensee maintains virtual separation of its inventory. A Medical Marijuana Store that authorizes medical marijuana patients under the age of 21 years to be on the premises cannot share its premises with a Retail Marijuana Establishment and the two shall maintain distinctly separate licensed premises.
- 1.06.03 A Medical Marijuana Cultivation Facility licensee may also hold a Retail Marijuana Cultivation Facility license and operate on the same premises. Persons operating dual medical and retail cultivation operations shall maintain virtual separation of the facilities, marijuana plants, and marijuana inventory.
- 1.06.04 A Medical Marijuana Products Manufacturer licensee may also hold a Retail Marijuana Products Manufacturer license on the same premises. Persons operating a Medical Marijuana Products Manufacturer facility and a Retail Marijuana Products Manufacturer facility shall maintain virtual separation of the facilities, product ingredients, product manufacturing, and final product inventory.

Section 1.07 Operation Limitations

Licensees shall be subject to the following additional operation limitations:

- (1) No Marijuana Establishment shall be permitted to operate from a moveable, mobile or transitory Location.
- (2) Indoor Licensed Premises shall be ventilated so that the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the Licensed Premises or at any adjoining use or property.
- (3) A medical marijuana store and retail marijuana store may be open for the sale of marijuana only between the hours of 8 a.m. to 12 a.m.
- (4) No Marijuana Establishment may use metals, butane, propane, or other solvent or flammable product, or produce flammable vapors to process marijuana unless the process used and the Licensed Premises are verified as safe and in compliance with all applicable codes by a qualified industrial hygienist.

Section 1.08 Location Criteria

- 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.
- 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 and 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.
- 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.
- 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.
- 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.
- 1.08.06 No license for retail or medical marijuana stores will be issued within three (3) miles of a municipality boundary.
- 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.

Section 1.09 County Reservations

- 1.09.01 Adoption of these Regulations is not intended to waive or otherwise impair any portion of the local option available under Colorado Const. Art. XVIII, §16(5)(±), or CRS §44-10-104.
- 1.09.02 Adoption of these Regulations is not intended to waive or otherwise impair the County's authority to adopt specific or different standards or other regulations for the issuance and administration of local licenses from time-to-time.

Part 2. LOCAL LICENSING AUTHORITY

Section 2.01 Establishment of Local Licensing Authority

The Huerfano County Local Licensing Authority shall be the Huerfano County Board of Commissioners. The Chairman and Vice-chairman of the Board of County Commissioners shall be, respectively, the Chairman and Vice-chairman of the Local Licensing Authority.

Section 2.02 Clerk

The Huerfano County Clerk & Recorder, or their deputy delegated to serve as Clerk to the Huerfano County Board of Commissioners, shall be the Clerk to the Huerfano County Local Licensing Authority.

Section 2.03 Powers

The Local Licensing Authority shall have the powers described in the Colorado Marijuana Code, including to hear and determine at a public hearing any contested local license denial, any complaints against a Licensee, and administer oaths and issue subpoenas to require the presence of persons and the production of papers, books, and records necessary to the determination of any hearing so held. In the absence of the Chairman, the Vice-chairman may exercise the powers of the Local Licensing Authority.

Part 3. LICENSES

Section 3.01 Medical Marijuana Licenses

The Huerfano County Local Licensing Authority shall issue local licenses to applicants only for the purpose of operating a Medical Marijuana Establishment pursuant to the Colorado Marijuana Code who fulfill the requirements for one of the following:

- (1) Medical marijuana store;
- (2) Medical marijuana cultivation operation;
- (3) Medical marijuana-infused products manufacturer; and
- (4) Medical marijuana testing facility.

Section 3.02 Retail Marijuana Licenses

The Huerfano County Local Licensing Authority shall issue local licenses to applicants only for the purpose of operating a Retail Marijuana Establishment pursuant to the Colorado Marijuana Code who fulfill the requirements for one the following:

- (1) Retail marijuana store;
- (2) Retail marijuana cultivation facility;
- (3) Retail marijuana products manufacturing facility; and
- (4) Retail marijuana testing facility.
- (5) Storage warehouse
- (6) Retail Marijuana Hospitality and Sales Business
- (7) Marijuana Hospitality Business

Section 3.03 Nature of Local License

- 3.03.01 A local license pursuant to these Regulations shall apply to and be valid for only a specific person or entity, a particular Marijuana Establishment, and a specific Premises, and will not be transferrable to another person or entity, a different Establishment, or different Premises except as provided by these Regulations.
- 3.03.02 Any license given hereunder does not provide any exception, defense, or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution or possession of marijuana.

Section 3.04 General Requirements

- 3.04.01 Any licenses issued under prior titles pursuant to this Chapter and the Colorado Marijuana Laws may continue to operate under the new license titles and any future changes to those titles shall have no impact on the requirements and restrictions for each license type.
- 3.04.02 A license provided and issued pursuant to this Chapter shall specify the date of issuance, the date of approval, the period of licensure, which shall be one year from the date of approval or, if the approv

order has been extended by the Board, one year from the expiration of the initial approval, the nathelicensee and the premises licensed. The licensee shall, at all times, conspicuously post all licenses, diagrams, and security plans on the licensed premises pursuant hereto.

- 3.04.03 Rules by Licensing Agent. The Licensing Agent is authorized to make rules and publish forms and policy consistent with the intent and spirit of this Chapter concerning applications, the application process, the information required of applicants, the application procedures, reporting of changes, and the administration and procedures to be used and followed in the application process, hearings, and general license administration.
- 3.04.04 County Excise Tax: Pursuant to Huerfano County Board of County Commissioners' Resolution 14-15 a local five percent (5%) excise tax on unprocessed commercial marijuana cultivation when unprocessed marijuana is first sold or transferred by a retail marijuana cultivation facility that has been approved by the Huerfano County voters. The excise tax is imposed upon the Facility Operator who shall pay the excise tax to the Huerfano County Treasurer upon the transferring of any commercial marijuana from said facility. Failure to complete with all provisions of this ordinance may result in revocation of the license.

Section 3.05 Annual New License Caps

For the purpose of preventing an administrative backlog and a saturation of the market, the County will accept a limited number of new license applications for medical and retail marijuana stores in the same calendar year. Should more than the stated cap on new applications be received in a calendar year, excess applications will be placed on a waitlist to be processed in the next calendar year. Waitlisted applications will be processed in the order they were received.

Facility Type Cap on New Licenses/year

medical marijuana store; 3 retail marijuana store; 3

Section 3.06 Entitlements

No person shall have any entitlement or vested right to licensing under these Regulations.

Section 3.07 No local license required.

At this time, the county is not imposing separate local licensing requirements on individuals and entities for the following medical or retail marijuana licenses: testing facilities, marijuana transporters, marijuana research and development facilities, centralized distribution permits, or R&D co-location permits. The local licensing authority shall neither approve nor deny such license applications. For licensing purposes, such individuals and entities must only possess a valid and current license issued by the state licensing authority to operate in the county.

Part 4. LICENSES REQUIRED

Section 4.01 Unlawful Acts

- 4.01.01 For any business, establishment, facility or activity which is required by the Colorado Marijuana Code to have a state license, excepting a medical marijuana transporter or a retail marijuana transporter licensed under one of those codes, it is unlawful and a violation of these Regulations to operate in unincorporated Huerfano County without both a current state license and a current license issued by the Local Licensing Authority of the same type for the same activity at the same Location.
- 4.01.02 A person shall not have a financial interest in a license issued pursuant to these Regulations that has not been reported to the Local Licensing Authority and State Licensing Authority and, when required by applicable law, their approval. This subsection shall not apply to banks, savings and loan associations or industrial banks supervised and regulated by an agency of the state or federal

Section 4.02 Coordination of Local and State Licenses

- 4.02.01 If a state license is suspended or revoked by the State Licensing Authority, the Licensee shall immediately cease operation of the Marijuana Establishment in this County until the state license is re-instated during the term of a valid local license. The Local Licensing Authority may suspend or revoke the local license upon the denial, suspension or revocation of the associated state license.
- 4.02.02 Upon the surrender of a state license for a Marijuana Establishment which has been issued a license under these Regulations, the local license shall be deemed surrendered and of no further effect.
- 4.02.03 A local license shall not become effective unless and until all necessary state licenses are in effect.

Section 4.03 Duration of Local Licenses

- 4.03.01 Except as provided in Section 4.03.02 below, any local license approved under these Regulations shall be valid for a period of one year from the date of issuance, or as otherwise stated on the license, unless sooner suspended, revoked, surrendered by the Licensee, or otherwise terminated. Notwithstanding the foregoing, the Local Licensing Authority may change the duration to no fewer than ten months and no more than fourteen months from the date of issuance to synchronize the license periods of the state and local licenses of the same type for the same activity at the same Location.
- 4.03.02 If a court of competent jurisdiction having jurisdictional effect in Colorado determines that the issuance of local licenses, or some of them, violates federal law, and such decision becomes final and unappealable, all such licenses issued under these Regulations shall be deemed immediately revoked by operation of law, with no ground for appeal or other redress on behalf of the Licensee.

Section 4.04 License Contents

The licenses issued pursuant to these Regulations must specify the type of license, the name of the Licensee, the Premises licensed, the date of issuance, any conditions imposed by the licensing authority, and the date of expiration or the period the license is effective.

Part 5. LICENSE APPLICATIONS

Section 5.01 Application Information

- 5.01.01 Applications for a local license shall be submitted by submitting a duplicate of the application form(s) submitted to the State Licensing Authority for a license of the same type for the same activity at the same Location, together with or including:
 - (1) A complete and accurate list of all Owners, officers and others who own, manage, or are otherwise substantially associated with conducting the business or establishment such that an occupational license or registration is required pursuant to the Colorado Marijuana Code;
 - (2) Identity of the owner of the Premises on which the Licensed Premises are to be located;
 - (3) A site plan of the Premises;
 - (4) A vicinity map including properties within a 1,500-foot radius of the proposed facility.
 - (5) A list of all other uses on the Premises and on properties within 500 feet;
 - (6) The Waiver and Release of Liability and Agreement to Indemnify Huerfano County Form (substantially in the form in Appendix A to these regulations);

- (7) An Investigation Authorization and Authorization/Request to Release Information;
- (8) If the Premises are not owned by the applicant, a complete copy of the lease or other agreement by which the applicant has possession of the Premises, which must expressly state possession is for the purpose of operating the proposed Marijuana Establishment;
- (9) A copy of the most recent deed for the Premises (or the property of which the Premises are a part);
- (10) For applications for a renewal or transfer, verification that the State Licensing Authority issued a license of the same type for the same activity at the same Location for the previous term of the license sought to be renewed or transferred;
- (11) Verification of the State Licensing Authority having accepted the application to it, in the form submitted to the Local License Authority, as complete for processing;
- (12) An explanation of any enforcement action taken by the state or any other jurisdiction with respect to any Marijuana Establishment license held by the applicant during the previous 12 months;
- (13) A description of all toxic, flammable, hazardous or other materials regulated by a federal, state or local government having authority (or that would have authority over the business if it was not a marijuana business), that will be used, kept, or created at the Premises (or the property of which the Premises are a part); Material Safety Data Sheets for each; the location of use and storage of each shall be identified on the site plans;
- (14) Plans for the interior of the licensed premises, or place of business that shall include a detailed floor plan layout drawn to scale, which clearly reflects the uses, functions, and operations within each building. Plans to include ventilation of the facilities that describes the ventilation systems that will be used to prevent any odor of marijuana off the premises of the business. For all Marijuana Establishments that produce marijuana products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process;
- (15) An inspection of the Licensed Premises fully equipped per the current plan of operation from a state electrical inspector, master electrician licensed in Colorado or electrical engineer registered in Colorado for compliance with applicable electrical codes;
- (16) \$5,000 bond to the County to cover the late or non-payment of taxes.
- (17) The operation of the proposed establishment is generally consistent with local context and will not adversely affect the public health, safety, or welfare of the area;
- (18) For an establishment proposed in a Residential zone district, a demonstration that there is a desire among the owners and tenants within 200 ft. of the property boundaries for the establishment, as demonstrated by petitions, remonstrance, or otherwise; and
- (19) Such other information as the Local Licensing Authority requires.
- 5.01.02 A site plan of the Premises will be scaled and show the following:
 - (1) The scale used;
 - (2) North arrow designating true north;
 - (3) Property boundaries of the Premises, indicating front, rear and side lines;
 - (4) Location of all proposed buildings/structures and existing buildings/structures that will remain, and notation of any phasing;
 - (5) Locations and dimensions of all existing and proposed roads, on and adjacent to the Premises, driveways, easements, rights-of-way, existing and proposed utilities;

- (6) Setbacks from buildings and structures, measured in feet (measured from the nearest lot liter road right-of-way or platted right-of-way, whichever is closest, to the eaves or projections from the building or from decks, for all sides of a structure);
- (7) Platted building envelope(s), if applicable;
- (8) Parking areas and spaces;
- (9) Location of signs/advertising, outdoor lighting, landscaping and/or fencing, structural screening elements;
- (10) Total acreage or square footage of the Premises; and
- (11) Total square footage of all buildings and total square footage of building footprints.
- (12) Drainage plan demonstrating on-site infiltration capacity for runoff from impermeable surfaces.
- 5.01.03 All applications for licenses involving cultivation of marijuana shall submit a plan that specifies whether and how CO₂ gas will be used in the cultivation and the location of the generation, use or storage shall be identified on the site plans.
- 5.01.04 The applicant shall provide complete and accurate information in the application.
- 5.01.05 The applicant must promptly update any of the information required of an application by this section 5.01 in the event of any material change between the time the application is first submitted and the issuance or denial of the license.
- 5.01.06 By submitting a license application, the owner of the Premises and the applicant authorize (a) the Authority and its designee, (b) the Huerfano County Building, Planning, and Public Health & Environment Departments and other departments and agencies of the County, (c) in its jurisdiction, the relevant Fire District and its designee, and (e) the Huerfano County Sheriff and designees, to enter upon and inspect the Premises for the purposes of implementing these Regulations. Such inspections shall take place at reasonable times and before issuance of a local license. This section shall not in any way limit any inspection authority of any of these departments and agencies authorized under any other provision of law.
- 5.01.07 All applications for licenses must be submitted electronically.

Section 5.02 Processing Applications

- 5.02.01 Applications shall be submitted to the Authority in care of the Huerfano County Land Use Department. The Land Use Department receives applications and determines compliance with Huerfano County building and zoning regulations. The Building Department also shall also conduct the post-approval inspections required by these Regulations as a condition of license approval.
- 5.02.02 Applications will be deemed submitted only when complete and when accompanied by the applicable fees. Notwithstanding having deemed an application complete, the Authority may, at its discretion, require the submission of additional information and materials as may be useful in investigating the application and making a determination under these Regulations.
- 5.02.03 Upon a determination that a complete application, including all required forms and fees, for a license has been received, the Land Use office will refer copies of the application or relevant portions of it to the following agencies or departments for the following purposes:
 - (1) Assessor: For determination that assessment records and personal property schedules are current and complete.

- (2) Land Use Office: For determination of completeness of application, compliance with land and other local regulations and with state regulations.
- (3) Finance Department: For determination of compliance with the County-Wide Retail Marijuana Excise Tax.
- (4) Public Health & Environment: For determination of compliance with sanitation system regulations and whether there are unresolved public health enforcement actions with respect to the Premises.
- (5) Treasurer: For determination of payment of property taxes on the Premises.
- (6) Any other County department deemed relevant in the circumstances: For determination of compliance with laws and regulations administered by it.
- (7) Huerfano County Sheriff: For investigation as requested by the Local Licensing Authority; for post-approval inspection of the Premises authorized by the Colorado Marijuana Code, except and to the extent the inspection is performed by the County Land Use Department.
- (8) Fire Chief for the fire protection district in which license is sought for its determination of Fire Code compliance.
- (9) Weed Manager: To conduct an initial conditions assessment of the site for cultivation facilities.
- (10) County departments shall inspect the Premises as deemed appropriate or requested by the Local Licensing Authority to confirm compliance with building and equipment standards imposed by the Colorado Marijuana Code.
- 5.02.04 Referral agencies and departments must submit their written findings and conclusions to the County Land Use office no later than thirty days after the referral.
- 5.02.05 The Local Licensing Authority may request that the State Licensing Authority advise the Local Licensing Authority of any items the State Licensing Authority finds in its investigation that could result in the denial of the state license. If the Local Licensing Authority receives such information from the state, it shall suspend its review of the local license until it receives a notice from the State Licensing Authority that the issues have been corrected and the applicant is eligible for a state license.
- 5.02.06 The Local Licensing Authority shall endeavor to take final action on a license application within ninety days after a complete application, together with all applicable fees, has been submitted.
- 5.02.07 The applicant is responsible for submitting any required application, fees and materials directly to the State Licensing Authority under the Colorado Marijuana Code.
- 5.02.08 An application not deemed complete within 90 days of the submittal date will be considered abandoned. No further action will be taken on the application

Part 6. APPROVAL CRITERIA

Section 6.01 Basic Criteria

- 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.

6.01.02 Additional Approval Criteria for Retail Marijuana Hospitality and Sales Business Licenses

- (1) Provide a safety plan that includes policies for preventing customers from driving under the influence and mitigating any other potential risks.
- (2) Provide ventilation in smoking areas to minimize exposure to second-hand smoke. Outdoor smoking or vaping areas must be at least 20 ft. from any adjacent property or use.

Section 6.02 Applicant Burden of Proof

The applicant bears the burden of proving it meets all licensing requirements.

Section 6.03 State License Must Be Issued First

Before a new local license may be issued, or a transfer of ownership is approved, the applicant must have been issued a state license of the same type for the same activity at the same Location, or had the transfer of ownership approved by the state, as provided in the Colorado Marijuana Code. If the Local Licensing Authority determines it is impracticable to withhold action on an application which it would otherwise approve until a state license *is* issued, a local license may be issued - conditioned on the issuance of the state license - if it is demonstrated to the satisfaction of the Local Licensing Authority that the applicant is eligible to receive its state license of the same type for the same activity at the same Location based on information provided by the State Licensing Authority.

Section 6.04 Buildings Must Be Ready for Occupancy

No license shall be issued after approval of an application until the building in which the business is to be conducted is ready for occupancy (and a certificate of occupancy issued, if applicable) with such furniture, fixtures, and equipment in place as is necessary to comply with the applicable provisions of these Regulations, and then only after inspection of the Premises has been made by the Local Licensing Authority or State Licensing Authority to determine that the applicant has complied with all submitted and approved plans, including any interior work.

Section 6.05 Conditional Approval of an Application

- 6.05.01 If the Local Licensing Authority approves an application with conditions, such conditional approval shall be valid for a maximum period of one year from the date of approval. If the conditions have not been completely satisfied within that time period, the approval expires, and the applicant must file a new application if it still desires a license under these Regulations.
- 6.05.02 Privileges of licensure not vested. An order of the Local Licensing Authority conditionally approving an application is not a license but only the right to obtain a license once certain conditions have been met. A conditionally approved applicant is not a licensee and may in no case exercise the privileges of licensure, including operating a licensed establishment, taking any other preliminary steps for which, a license is required, or transferring the conditional approval through a transfer of ownership.
- 6.05.03 Jurisdiction of Local Licensing Authority. A conditionally approved applicant is subject to the jurisdiction of the Licensing Agent and Board of County Commissioners and to investigation by Huerfano County, disciplinary actions before the Licensing Authority or Hearing Officer, and any other requirements or procedures imposed by law or by order of the Board. All rights conveyed through the Local Licensing Authority's approval or conditional approval may be suspended or revoked through the same procedure, and with the same effect, as a license.
- 6.05.04 Violations and Administrative Revocation. It shall be a violation of this section for a conditionally approved applicant to commit an act or omission, which, if committed by a licensee, would be a violation of any other provision of this Chapter or of the Colorado Marijuana Code. Additionally, the Local Licensing Authority may also, without finding a violation, administratively rescind an approval order and revoke all rights conferred thereby if it finds that a circumstance necessary to its approval has materially changed or ceased to exist. At any point prior to the issuance of the license, the Local Licensing Authority or the Licensing Agent, subject to approval by the Local Licensing Authority at its next meeting, may stay the issuance of a license if it reasonably appears that a conditionally approved applicant has violated or is being investigated for violating any provision of this Chapter or of the Colorado Marijuana Code, or if it reasonably appears that there are grounds to rescind the conditional approval order.
- 6.05.05 Conditional Approval Extensions. When any conditionally approved applicant requires an extension to complete an act required by its approval order, the Board may, unless this Chapter or the Colorado Marijuana Code require otherwise, provide a one-time extension of the term of the order if the applicant requesting the extension demonstrates that the delay at issue was reasonably justified, and the applicant is in compliance with the terms and conditions of the order, of this Chapter, and of the Colorado Marijuana Code. It is at the discretion of the Local Licensing Authority to determine if the facts establish a reasonable justification. This extension shall run from the date of expiration of the initial order for a period of one year. If the applicant does not comply within the period of the extension, then the order shall expire.

Section 6.06 Condition of Local License for Release of Huerfano County

It shall be a condition of all local licenses that the applicant/Licensee releases Huerfano County from liability to the applicant/Licensee and also agrees to indemnify, defend and hold harmless Huerfano

County from liability arising from injuries and damages substantially in the form in Appendix A to t Regulations.

Part 7. ACTION ON APPLICATION; HEARINGS

Section 7.01 Action on Applications

The Local Licensing Authority shall consider and act upon all complete local license applications as authorized by these Regulations. The Authority shall deny any application that is not in full compliance with these Regulations. Except as otherwise provided in these Regulations, the Local Licensing Authority may take action administratively, without hearing, by its Chairman.

Section 7.02 Public Hearings and Public Notice

- 7.02.01 A public hearing shall be held to consider every new application for a license and transfer of a license to a new location, subject to the limitations with respect to applications to renew licenses as provided in Part IX hereof. The Local Licensing Authority may opt to process applications for license renewals without a public hearing.
- 7.02.02 If a public hearing is held, it shall begin not less than ninety days after the date the complete application is submitted. The Authority shall post and publish public notice thereof not less than ten days before the hearing. The Authority shall give public notice by posting a sign in a conspicuous place on the license applicant's Premises for which a local license application has been made and by publication in a newspaper of general circulation in the County.
- 7.02.03 Notice given by posting shall include a sign of suitable material, not less than twenty-two inches wide and twenty-six inches high, composed of letters not less than one inch in height and stating the type of license applied for, the date of the application, the date of the hearing, and the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. If the applicant is a partnership, the sign shall contain the names and addresses of all partners, and if the applicant is a corporation, association, or other organization, the sign shall contain the names and addresses of the president, vice- president, secretary, and manager or other managing officers.
- 7.02.04 Notice given by publication shall contain the same information as that required for signs.

Section 7.03 Preliminary Findings

Not less than five days before the date of hearing, if one has been set, or before taking action on the application, the Local Licensing Authority shall make known its findings based on its investigation, in writing, to the applicant. If a public hearing has not already been set, the applicant may request a public hearing which request shall be granted unless the recommendation is for approval.

Section 7.04 License Findings

- 7.04.01 Before entering any decision approving, conditionally approving or denying the application, the Local Licensing Authority shall consider, except where these Regulations specifically provide otherwise, the facts and evidence adduced as a result of its investigation, as well as any other facts, and any other pertinent matters affecting the qualifications of the applicant for operating the type of Marijuana Establishment proposed.
- 7.04.02 Before entering any decision approving, conditionally approving or denying the application, the Authority shall make a finding as to the good moral character of the applicant in accordance with the standards and procedures set forth in the Colorado Marijuana Code. In so doing, the Authority may incorporate any findings as to good moral character previously made by the State Licensing Authority. The Authority shall not be required to perform a criminal background check: (i) if the State Licensing Authority has performed a criminal background check on the applicant to the satisfaction of the Authority; or (ii) if the Authority approves a license conditioned on the completion and successful review of the criminal background check by the State Licensing

Authority.

- 7.04.03 Except for a license renewal application, the Licensing Agent shall not accept any application from a person the Licensing Agent knows to be under investigation or facing disciplinary action by Huerfano County or the Colorado Department of Revenue for a violation of this Chapter or state laws or regulations unless ordered to do so by the Huerfano County Liquor and Marijuana Licensing Board.
- 7.04.04 Before entering any decision approving, conditionally approving or denying the application, the Authority shall make a specific finding of fact as to whether the proposed Licensed Premises is located within any distance restrictions established pursuant to Section 1.09 of these Regulations.

Section 7.05 Decision on Application

- 7.05.01 The Local Licensing Authority has authority to refuse to issue, renew or transfer any license for Good Cause.
- 7.05.02 Where reasonably necessary and otherwise consistent with the Colorado Marijuana Code and the provisions of this Chapter, the Local Licensing Authority may conditionally approve any application made under this Chapter and may also issue a conditional or stipulated license or place conditions on an existing license.
- 7.05.03 Within thirty days after the public hearing or completion of the application investigation, the Local Licensing Authority shall issue its decision approving, approving with conditions or denying an application. The decision shall be in writing and shall state the reasons for the decision.

Section 7.06 Notice of Decision

The Local Licensing Authority promptly shall notify the applicant and the State Licensing Authority of its decision. Notice to the applicant will be deemed given upon personal delivery or three calendar days after deposit in a depositary of the US Postal Service, first class postage paid.

Section 7.07 Review of Local Licensing Authority Decision

- 7.07.01 If a license is conditionally approved or denied without a public hearing, the applicant may request a hearing by the Local Licensing Authority, by a writing delivered to it within twenty days after notice of the action has been given to the applicant.
- 7.07.02 If a license is conditionally approved or denied following a public hearing by the Local Licensing Authority, that decision shall be deemed final action and the applicant's sole remedy is review of the decision pursuant to Colorado Rules of Civil Procedure Rule 106(a)(4).

Part 8. DUTIES OF LICENSEE

Section 8.01 Notice of Changes

- 8.01.01 Proposed Officer or Manager. A Licensee shall report in writing to the Local Licensing Authority, using the forms provided by the State Licensing Authority, the name, address, and date of birth of a proposed officer or corporate manager change thirty days prior to the change. The proposed officer or corporate manager must pass a fingerprint-based criminal history record check as required by the State Licensing Authority and obtain the required identification before managing, or associating with the operation.
- 8.01.02 Change in Financial Interest. An Approved Business shall report each transfer or change of financial interest in the license to the Licensing Agent prior to any transfer or change. The Approved Business must also report to the Licensing Agent, within one day of discovering the same, any act, omission, or change in circumstance that could reasonably appear to result in the violation of any provision of this.

Chapter or of any other state or local law.

- 8.01.03 Change of Trade Name. A Licensee shall report in writing any change of trade name, before using it, to the Local Licensing Authority by submitting to the Local Licensing Authority a file stamped copy of the Statement of Trade Name of a Reporting Entity that was filed with the Secretary of State.
- 8.01.04 Modification of premises or Manufacturing Process. A Licensee shall report in writing any modification to premises or changes in its manufacturing processes from what was described in its approved application, or which could affect its ability to comply with the Approval Criteria in Part VI of these regulations at least 60 days prior to such changes taking place. The Local Licensing Authority shall decide whether such changes can be processed administratively, or if a public hearing will be required prior to approval.
- 8.01.05 Licensee must receive permission from the Local Licensing Authority to modify the licensed premises prior to making any changes or modifications to the licensed premises.

Section 8.02 Possession of Licensed Premises

- 8.02.01 At all times, a Licensee shall have possession of the Licensed Premises for which the License is issued by ownership, lease, or other written arrangement suited for possession of the Premises for the duration of the License. No application for a new license, for a change of location, or for a transfer of ownership shall be accepted unless the Licensing Agent receives sufficient proof that the Approved Business or applicant is in possession of the premises or will be entitled to possession of the premises for the entire period of the license.
 - (1) Unless a condition of approval provides otherwise, an approved applicant must at all times after approval maintain possession of the premises to be licensed.
 - (2) A licensee must maintain possession of its licensed premises at all times after licensure. Possession is a prerequisite of licensure and any loss of possession while licensed invalidates the license.
- 8.02.02 Loss of Possession Invalidates Licenses and Orders. Subject to subsection 8.02.4 below, if the Licensing Agent or his or her designee sustains a finding that a licensee or approved applicant has lost of possession of its licensed premises or its premises to be licensed, the corresponding license or approval order shall be rescinded and deemed invalid.
- 8.02.03 Showing Cause to Licensing Agent. In the event that it reasonably appears to the Licensing Agent, his or her designee, or the Code Enforcement Officer, or such similar position, that a licensee or approved applicant has lost possession of the licensed premises or premises to be licensed, then the same official may send a notice by certified mail requiring the Approved Business to show cause within 5 business days as to why the license should not be rescinded for loss of possession. The Approved Business shall show cause in writing to the Licensing Agent.
- 8.02.04 Stay of Rescission. If a finding of loss of possession is sustained, the Licensing Agent or his or her designee may stay the rescission of the license or approval order if the Approved Business demonstrates that: (1) the loss of possession of its licensed premises or premises to be licensed was the result of extraordinary circumstances beyond the control of a reasonably prudent business or approved applicant; and (2) the licensee or applicant will either regain possession of the premises within thirty days or secure possession of new and appropriate premises within thirty days. The Approved Business bears the burden of justifying a stay and of complying with any conditions of the stay. In addition, the Licensing Agent may stay the recession of any license or approval order if the Approved Business applied for a change of location prior to the loss of possession.
- 8.02.05 Effect of Rescission. The rescission of a license or approval order under this Section shall not constitute a violation of this Code, but nothing shall prevent the Marijuana Compliance Inspector from electing to seek a finding of a violation for loss of possession instead of seeking rescission under this Section.

Section 8.03 Reporting of Enforcement Action

A Licensee shall notify the Local Licensing Authority within four business days of any enforcement action commenced or taken by the state or any other jurisdiction with respect to any Marijuana Establishment license held by the Licensee.

Section 8.04 Public Display

- 8.04.01 The Licensee shall conspicuously display the local- and the state-issued licenses at all times on the Licensed Premises.
- 8.04.02 All Retail Marijuana Establishments shall post a sign in a conspicuous location stating the following in all capital letters:
 - IT IS ILLEGAL TO SELL OR TRANSFER MARIJUANA TO ANYONE UNDER THE AGE OF TWENTY-ONE.
 - IT IS ILLEGAL TO SEND OR TRANSPORT MARIJUANA TO ANOTHER STATE.
 - THE POSSESSION OF MARIJUANA REMAINS A CRIME UNDER FEDERAL LAW.

Section 8.05 On-site Access to Occupational Licenses and Registrations

All persons owning, managing, operating, employed by, working in or having access to restricted areas of a Licensed Premises of, any Licensee who are required by the Colorado Marijuana Code, to have occupational licenses and registrations must at all times have a valid license and/or registration from the State Licensing Authority. At all times when on the Licensed Premises, all such persons shall have on their person, and conspicuously display, their occupational licenses and registrations required by the State Licensing Authority.

Section 8.06 Condition of employing local labor

At a minimum fifty-one percent (51%) of a facility's annual payroll shall be attributable to employees or independent contractors permanently residing within Huerfano County. As a condition of approval the operator agrees to furnish the following annually on or before January 15 of each year:

- (1) A list of all employees and independent contractors that are permanent residents of Huerfano County, the percentage of payroll attributed to those residing in Huerfano County, and their local address.
- (2) Confirmation of residency for each employee listed above as a Huerfano County resident. Verification shall be made from the Huerfano County Clerk's Records for either vehicle or voter registration, or verification acceptable to the Code Enforcement Officer.

Section 8.07 Compliance with Laws

- 8.07.01 A Licensee shall at all times comply with and maintain the Licensed Premises in compliance with all of the terms and conditions of the license; the requirements of these Regulations; Colo. Const. Art. XVIII, §§14 and 16, and the Colorado Marijuana Code; Huerfano County Building and Land Use Regulations; Huerfano County public health regulations; applicable fire code; and all other state and local laws, rules and regulations applicable to the Establishment.
- 8.07.02 Any waiver of requirements pursuant to State laws or regulations issued by the State will not constitute a waiver of compliance requirements for local licensing purposes.
- 8.07.03 State Laws.
 - (1) All applicants, licensees, or other persons subject to these regulations shall, at all times, be family

- with the requirements of this Chapter, of the Colorado Marijuana Laws, and of any application reporting procedures set forth by the Licensing agent, including any updates or changes made to such requirements.
- (2) All applicants, licensees, or other persons subject to these regulations shall, at all times, comply with all provisions of this Chapter, the Colorado Marijuana Laws, and any application or reporting procedures set forth by the Licensing Agent. Noncompliance with such laws or regulations and any violation under such laws or regulations constitutes a violation under this Chapter and shall be grounds to deny an application or for an enforcement action.
- (3) To the extent the state has adopted or adopts in the future any laws or rules stricter than or inconsistent with the provisions of this Chapter, those laws or regulations shall control.
- (4) To the extent the state has adopted or adopts in the future any laws or rules that require local licensing authority approval or the local licensing authority to opt-in, Huerfano County shall remain exempt from such changes unless and until the Board of County Commissioners approve the new law or rule.
- (5) Any waiver of requirements pursuant to State laws or regulations issued by the State will not constitute a waiver of compliance requirements for local licensing purposes pursuant to this Chapter, other Colorado Marijuana Laws, or other requirements under the Huerfano County Code and all local regulations of Huerfano County.

Section 8.08 Notices of Changes in State License Status

A Licensee shall notify the Local Licensing Authority in writing if its state license of the same type for the same type of activity at the same Location as that issued by the Local Licensing Authority has been denied, expired, renewed, revoked or transferred. Notice must be in writing, and given to the Huerfano County Land Use office within one business day of the action by the State Licensing Authority. The Licensee shall give a copy of a new or renewed state license to the Local Licensing Authority within four business days of its receipt from the state.

Section 8.09 Notices to Public Safety Agencies

- 8.09.01 Before commencing operation, a Licensee shall notify the local firefighting agency and Huerfano County Office of Emergency Management of the identity of all toxic, flammable, hazardous, or other materials regulated by a federal, state or local government having authority (or that would have authority over the business if it was not a marijuana business), that will be used, kept, or created at the Licensed Premises, the location of such materials, how such materials will be stored, and shall provide Material Safety Data Sheets where applicable.
- 8.09.02 Before commencing operation, a licensee also shall notify the local firefighting agency and Huerfano County Office of Emergency Management whether CO₂ or CO₂-generating is used on the Licensed Premises, the method and the location.
- 8.09.03 A licensee shall promptly, within no more than one week, notify its local firefighting agency and Huerfano County Office of Emergency Management of any changes in this information.
- 8.09.04 All notices under this Section 8.09 shall be in writing, with a copy sent to the Local Licensing Authority.

Part 9. RENEWALS

- 9.01.01 A License is immediately invalid upon its expiration. Unless otherwise expressly provided i Regulations, if a license is not renewed by the Local Licensing Authority before its expiration, the Licensee may not operate after its expiration.
- 9.01.02 A Licensee desiring a renewal of an existing license must apply for the renewal to the Local Licensing Authority not less than thirty days before the date of expiration of the current license. A Licensee who files a complete renewal application and pays the requisite fees may continue to operate until the Local Licensing Authority takes final action to approve or deny the renewal application.
- 9.01.03 Notwithstanding the provisions of subsection 9.01.1 and 9.01.2, the Local Licensing Authority, in its discretion, based upon reasonable grounds, may waive the deadline for filing an application for renewal but the Local Licensing Authority shall not accept an application for renewal of a license filed more than ninety days after the date of its expiration. Reasonable grounds for waiving the renewal deadline must include that the Licensee lawfully may operate under its corresponding State license for the same activity at the same Location. A waiver will not be considered without filing a complete application and payment of all fees for renewal. Upon finding reasonable grounds exist for a waiver and its approval of an administrative extension of the expiring(ed) license, the Local Licensing Authority shall give written notice of the administrative extension. The renewal fee will be refunded if the administrative extension is not granted.
- 9.01.04 If a license has been administratively extended in writing, the Licensee may continue to operate until the Local Licensing Authority takes final action to approve or deny the renewal application.
- 9.01.05 The application for any renewal shall contain a duplicate of the application form(s) submitted to and accepted by the State Licensing Authority for the renewal of the license of the same type for the same activity at the same Location, and any supplemental information requested by the Authority. The provisions of Part V shall govern the application form and processing as applicable.
- 9.01.06 In the event a license is renewed after the expiration of the previous license, including by a late renewal application, the term of the renewed license shall run to the date one year following the date the previous license expired.
- 9.01.07 It is the obligation of the licensee to know all timing requirements under this Chapter and to submit their application on time. Nothing in this subsection shall give any licensee any claims to priority or exceptions for the application review process of the Local Licensing Authority.

Section 9.02 Action on Application for Renewal

- 9.02.01 Applications to renew a license shall be approved administratively by the Chairman of the Local Licensing Authority without public hearing unless the Licensee has had complaints filed against it, has a history of violations, there are allegations against the Licensee that could constitute Good Cause, or there are significant changes proposed to the licensed premises or operations that have potential impacts on the community, infrastructure or services, in which case a public hearing on the renewal application may be set. For purposes of this section, complaints include a recommendation by any referral department or agency to deny renewal.
- 9.02.02 The Licensing Agent or Local Licensing Authority may schedule a hearing on the application for renewal if it appears that one or more circumstances exist that may justify an adverse decision.
- 9.02.03 The Local Licensing Authority may refuse to renew a license if it finds one or more of the following:
 - (1) The licensee or applicant has violated, does not meet, no longer meets, or has failed to comply with any of the terms, conditions, or provisions of this Chapter or of the Colorado Marijuana Laws;
 - (2) The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license pursuant to an order of the State Licensing Authority or of the Huerfano County Liquor and Marijuana Licensing Board as the Local Licensing Authority;

- (3) The licensed premises have been operated in a manner that adversely affects the public health, or welfare or the safety of the immediate neighborhood in which the establishment is located;
- (4) The Local Licensing Authority determines that the licensed premises have been inactive, without good cause, for a period of at least one year. It is the discretion of the Local Licensing Authority to determine whether a license has been active based upon the evidence and documentation submitted.
- 9.02.04 If the Local Licensing Authority finds after a hearing held pursuant to this section that there are grounds to refuse to renew, it may consider, except as otherwise required, the severity, frequency, and number of prior violations in deciding whether to refuse to renew the license.
- 9.02.05 If the Local Licensing Authority finds after a hearing held pursuant to this section that there has been a violation of a license condition, this Chapter or of the Colorado Marijuana Laws, the Local Licensing Authority has the discretion to apply a condition, fine, and/or suspension to the license in lieu of a refusal to renew the license. Any fines or suspensions shall be consistent with Section 5.12.100.H.
- 9.02.06 In the event that a hearing is scheduled, notice of such hearing shall be posted on the licensed premises for a period of 10 days prior to the hearing and the applicant shall be notified of such hearing at least 10 days prior to the hearing. Notification may be made electronically. No renewal application shall be denied without a hearing.

Section 9.03 Procedures for Action on Application

To the extent applicable, the provisions of Part 7 shall govern processing and action on the application for renewal.

Section 9.04 Approval Criteria

The approval criteria in Part 6 for approval of a new license shall be applicable to an application for a renewal.

Part 10. TRANSFERS

Section 10.01 No Transfers or Assignment of Licenses

A license issued under these Regulations is not transferable or assignable, including, without limitation, not transferable or assignable to different Premises, or to a different Owner or Licensee, except in accordance with these Regulations. Any attempt to transfer or assign a license in violation of these provisions voids the license.

Section 10.02 License Transfers Allowed

- 10.02.01 A Licensee may transfer or assign all ownership, rights and interests in a local license issued pursuant to these Regulations, or transfer that license to a different Premises within unincorporated Huerfano County, subject to prior application to, and approval by, the Local Licensing Authority and in compliance with the Colorado Marijuana Code.
- 10.02.02 Transfer of a license to a different premises shall require the same public noticing and public hearing requirements that would apply to a new application and outlined in Part VII.

Section 10.03 License Transfer Application

The application for any transfer shall contain a duplicate of the application form(s) submitted to and accepted by the State Licensing Authority for the transfer of the license, all of the information required by these Regulations for an original license application, and any supplemental information requested by the Authority.

Section 10.04 Approval Criteria

The approval criteria in Part 6 for approval of a new license shall be applicable to an application for a

transfer.

Section 10.05 Procedures; Action on Application

The Local Licensing Authority may hold a public hearing on the application to transfer. To the extent applicable, the provisions of Parts 5 and 7 shall govern processing and action on the application for transfer.

Section 10.06 Period of Transferred License

Approval of the transfer of a license has no effect on the license expiration date. A transferred license will continue for the balance of the license term set forth in the license.

Part 11. ENFORCEMENT

Section 11.01 Inspection

- 11.01.01 The Local Licensing Authority shall have the rights of entry upon and into and inspection of the Premises and records of a Licensee to the fullest extent authorized by the Colorado Marijuana Code, and the state administrative regulations promulgated pursuant thereto.
- 11.01.02 The Local Licensing Authority or its designees shall at all times during the Licensee's business hours, during times of apparent activity, or upon request, be admitted to the Licensed Premises, including any limited access or other secured areas within them, to inspect for compliance with these Regulations. For examination of any inventory or books and records required to be kept by the licensees, access shall be required during business hours. The Local Licensing Authority may request to inspect during non-business hours. Where any part of the licensed premises consists of a locked area, upon demand to the licensee, such area shall be made available for inspection without delay and, upon request by authorized representatives of the Local Licensing Authority, the licensee shall open the area for inspection.
- 11.01.03 Additionally, the County Weed Manager will have the right to inspect the property for noxious weeds at any time while a cultivation license is active. Upon the finding that any weeds need to be managed or remediated, such conditions may be added to the license by the Local Licensing Authority.

Section 11.02 Hearing; Suspension, Revocation of License

- 11.02.01 A license issued pursuant to these Regulations may be suspended or revoked by the Local Licensing Authority after a hearing for any of the following reasons:
 - (1) Fraud, misrepresentation or a false statement of material fact contained in the license application;
 - (2) A violation of any County, state or federal law or regulation with respect to the ownership or operation of the licensed Establishment or with respect to the Licensed Premises other than a federal law or regulation concerning the possession, sale or distribution of marijuana that conflicts with Amendment 20 or Amendment 64- including, without limiting the foregoing, the failure of a retail marijuana cultivation facility to timely report or timely pay its Huerfano County marijuana excise tax;
 - (3) A violation of any of the terms and conditions of the license;
 - (4) A violation of any of the provisions of these Regulations;
 - (5) The corresponding state license has been suspended or revoked by the State Licensing Authority; or
 - (6) The Licensed Premises have been inactive or have not carried out any of those activities for which the license was issued for at least one year.

- 11.02.02 A Licensee shall be given notice in writing of the allegations and of a hearing to consider susper or revoking its license at least ten days before the hearing. The notice shall be sent by regular mail, postage prepaid. Notice will be deemed given upon mailing;
- 11.02.03 Evidence in support of the charges shall be given first, followed by cross-examination of those testifying thereto. The Licensee, in person or by counsel, shall then be permitted to give evidence in defense and in explanation.
- 11.02.04 If the evidence presented at the hearing does not support the charges stated in the notice and order served upon the Licensee, but standing alone establishes that the Licensee has engaged in a different violation of Section 11.02.1, these Regulations, the Colorado Marijuana Code, or an order of a state or local licensing authority, the Licensee shall be permitted to give evidence and statement in defense if then prepared to do so. If such evidence is not then available, but can be obtained by the Licensee, the Licensee shall state the substance thereof and upon his request the hearing may be recessed for not more than fourteen days, and shall then continue under the same procedure as through no recess had occurred.
- 11.02.05 In deciding whether a license should be fined, suspended, or revoked in accordance with this section, and in deciding what conditions to impose in the event of a suspension, if any, the Local Licensing Authority shall consider:
 - (1) The nature and seriousness of the violation;
 - (2) Corrective action, if any, taken by the licensee;
 - (3) Prior violation(s), if any, at the licensed premises by the licensee and the effectiveness of prior corrective action, if any;
 - (4) The likelihood of reoccurrence;
 - (5) All circumstances surrounding the violation;
 - (6) Whether the violation was willful;
 - (7) The length of time the license has been held by the licensee;
 - (8) The number of violations by the licensee within the applicable twelve-month period;
 - (9) Previous sanctions, if any, imposed against the licensee;
 - (10) Whether the licensee has a responsible vendor designation;
 - (11) Whether the licensee supports other local businesses including without limitation the display of local art or use of local ancillary businesses;
 - (12) Whether the licensee has contributed to or been involved in a charitable giving program; and
 - (13) Any other factor making the situation with respect to the licensee or the licensed premises unique.
- 11.02.06 Notice of suspension or revocation shall be given by mailing the same in writing to the licensee at the licensee's last address of record with the Local Licensing Authority.
- 11.02.07 Any recommended stipulations or agreements between the licensee and the Local Licensing Authority shall be presented to the Local Licensing Authority at the hearing. The Local Licensing Authority in its discretion may:
 - (1) Accept such stipulation or agreement and dispense with the hearing;
 - (2) Allow limited testimony and evidence and, based thereon, accept such stipulation or agreement without a full hearing, or
 - (3) Reject the stipulation and require a full hearing.
- 11.02.08 Stipulations regarding violations of these Regulations may be executed by the Huerfano County Land use and Marijuana Compliance Inspector and a Licensee consistent with the following:

- (1) The Inspector may make determinations regarding the type of sanction to impose based upon a severity of the violation and in conformance with the following categories of violations:
 - a. License Infractions. This category of violation is the least severe and may include, but is not limited to, failure to display required badges, unauthorized modifications of the Licensed Premises of a minor nature, or failure to notify the Local Licensing Authority of a minor change in ownership. The range of penalties for this category of violation may include license suspension, a fine per individual violations of up to \$1000.00 for each separate violation, and/or a fine in lieu of suspension of up to \$10,000 depending on the mitigating and aggravating circumstances. Sanctions may also include restrictions on the license.
 - b. License Violations. This category of violation is more severe than a license infraction but generally does not have an immediate or potential negative impact on the health, safety, and welfare of the public at large. License violations may include but are not limited to, advertising and/or marketing violations, packaging or labeling violations that do not directly impact patient or consumer safety, failure to maintain minimum security requirements, failure to keep and maintain adequate business books and records, or minor or clerical errors in the Inventory Tracking System. The range of penalties for this category of violation may include license suspension, a fine per individual violation of up to \$5000 for each separate violation, and/or a fine in lieu of suspension of up to \$50,000 depending on the mitigating and aggravating circumstances. Sanctions may also include restrictions on the license.
 - c. License Violations Affecting Public Safety. This category of violation is the most severe and may include, but is not limited to, Retail Marijuana sales to persons under the age of 21 years, Medical Marijuana sales to non-patients, consuming marijuana on the Licensed Premises, Regulated Marijuana sales in excess of the relevant sales limitations, permitting the diversion of Regulated Marijuana outside the regulated distribution system, possessing marijuana obtained from outside the regulated distribution system or from an unauthorized source, making misstatements or omissions in the Inventory Tracking System, failure to report any transfer marijuana where reporting is required by Colorado law, knowingly adulterating or altering or attempting to adulterate or alter any Samples of Regulated Marijuana, violations related to colocated Medical Marijuana Businesses and Retail Marijuana Businesses, violations related to R&D Co-Location Permits, failure to maintain books and records to fully account for all transactions of the business, failure to cooperate with State or Local License Authority investigators during the course of inspections or investigations, failure to comply with any requirement related to the Transfer of Sampling Units, violations directly targeting minors, or packaging or labeling violations that directly impact patient or consumer safety. Violations of this nature generally have an immediate or potential negative impact on the health, safety, and welfare of the public at large. The range of penalties for this category of violation may include license suspension, a fine per individual violation of up to \$10,000 for each separate violation, a fine in lieu of suspension of up to \$100,000, and/or license revocation depending on the mitigating and aggravating circumstances. Sanctions may also include restrictions on the license.
- (2) In no event shall the Inspector enter into stipulations under this subsection with a Licensee more than 3 times within a one-year period.
- (3) Nothing in this subsection shall preclude the Inspector from requesting that the Local Licensing Authority consider any alleged violation of this Chapter.
- 11.02.09 Requests to pay a fine in lieu of serving a suspension period shall be heard by the Local Licensing Authority before the suspension period is set to begin. Decisions regarding whether or not to approve requests to pay a fine in lieu of serving a suspension are within the discretion of the Local Licensing Authority.
- 11.02.10 The remedies provided in this section are in addition to any other remedy provided by applicable law.
- 11.02.11 11.02.5 The burden of proof is preponderance of the evidence and shall be on the person,

department or agency alleging that grounds exist for suspension or revocation of the license

- 11.02.12 Any decision made by the Local Licensing Authority pursuant to this Section 11.02 shall constitute the final decision of the County, is effective immediately, and may be appealed pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.
- 11.02.13 No fee previously paid by a Licensee in connection with the application or license shall be refunded if the license is suspended or revoked.

Section 11.03 These Enforcement Provisions are not Exclusive

In addition to all other remedies available to the County under these Regulations or by other law, including the Colorado Marijuana Code, the operation of a Marijuana Establishment without a valid license issued pursuant to these Regulations may be enjoined by the County in an action brought in a court of competent jurisdiction.

Section 11.04 Deference to State Licensing Authority

The Authority may defer to the state to enforce compliance with the requirements in the Colorado Marijuana Code.

Part 12. FEES

Section 12.01 Fees Set by Resolution

The Board of County Commissioners may revise application, license and operating fees by resolution. Fees shall be set with the objective of fully offsetting the cost to the County of administering these Regulations.

Section 12.02 No Refund of Fees

No fee will be refunded in whole or part even if: the application is withdrawn; the license is denied, transferred, revoked, surrendered, suspended or otherwise is not valid for a full year; or the Establishment ceases or never commences operations before expiration or other termination of the license or its approval.

Section 12.03 Fees

Application fees and all other fees necessary for the administration, regulation, and implementation of this Chapter are as follows:

Initial Operating Fee for any type of license: Administrative Fee for a transfer or change of financial interestof any type of license:	\$2,000.00 \$200.00
Administrative Fee for a complete transfer of ownership or change	\$1,000.00
of location:	
Operating Fee for renewal of any type of license:	\$1,000.00
Administrative Fee for modification of premises:	\$250.00
Late Fee for renewal of any type of license:	\$500.00
Post-expiration Late Fee for renewal of any license:	\$1,000.00

Section 12.04 Retail Marijuana Establishments - Application Fees

Application fees for Retail Marijuana Establishment licenses are determined by the Colorado Marijuana Code and collected by the State Licensing Authority.

Section 12.05 Operating Fees

12.05.01 Initial operating fees and operating fees cover the costs of administering and enforcing these regulations; upon renewal of any type of license are established in the fee schedule in Section 12.03 and are due upon application for license or renewal.

- 12.05.02 No operating fee is due for any Retail Marijuana Establishment license that is being convert from a Medical Marijuana Establishment license, which means the Licensee surrenders the medical marijuana license when the retail marijuana license is issued.
- 12.05.03 If it is deemed reasonably necessary to engage the services of an outside consultant to review an application for a retail marijuana license, including a transfer or renewal, the cost of the consultant shall be charged to the applicant as an additional operating fee. Once the estimate is established, the Local Licensing Authority shall notify the applicant in writing of the fee and its amount. Until the fee is paid, the application shall be incomplete and shall not be further processed. The amount of the fee may be increased at any time if it is determined by the Authority that the fee is not sufficient to cover all consulting costs associated with the application. If the Authority so determines, it shall notify the applicant in writing of the amount of the increase. Not later than ten days following the notice, the applicant shall pay the amount of the increase. If the increase is not timely paid, the application shall be deemed withdrawn by the applicant.

Section 12.06 Late Filing Penalty

If a complete application for a renewal of any type of license is not submitted until after the renewal application deadline, the renewal application must be accompanied by a late renewal penalty of \$500.00. If a complete application for a renewal license is not submitted until after the expiration of a license, the renewal application must be accompanied by a late renewal penalty of \$1,000.00.

Section 12.07 Payment of Fees

All fees are due and must be paid before a license of any type will be issued or effective.

APPENDIX A

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, and each of them, 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 marijuana business that is the subject of the license.

THE UNDERSIGNED AGREES TO THE RELEASE AND AGREEMENT ABOVE.

Applicant Signature:	Date Signed:
STATE OF COLORADO]	
] SS. COUNTY OF HUERFANO]	
5 5	as acknowledged before me thisday of, 20
[SEAL]	
	Notary Public
My Commission Expires:	

INTRODUCED, READ, and ORDERED PUBLISHED on first reading the 12^{TH} day of SEPTEMBER 2023.

READ, ADOPTED, and ORDERED PUBLISHED by title only on this $10^{\rm th}$ day of OCTOBER 2023. This Ordinance will become effective 30 days after publication.



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

HUERFANO COUNTY DEPARTMENT OF SOCIAL SERVICES 2024 BUDGET

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2024 BUDGET

County Commission Approval and Signature Page

Summary of Expenditures and Revenues

	2022 ACTUAL EXPENDITURES		Ι,	2023 ESTIMATED EXPENDITURES		2023 BUDGET		2024 BUDGET	
		AND REVENUES		AND REVENUES	REQUEST		REQUEST		
EXPENDITURES									
Total Expenditures	\$	2,296,048.68	\$	2,307,094.62	\$	2,435,874.87	\$	2,608,791.54	
STATE REVENUE									
Sub Total State Revenue	\$	1,938,342.68	\$	2,107,574.46	\$	1,924,791.58	\$	2,060,804.87	
Local Revenues									
Property Tax	\$	355,855.53	\$	304,801.72	\$	359,710.07	\$	418,219.66	
Other	\$	1,850.47	\$	(105,281.55)	\$	101,132.58	\$	129,767.01	
Sub Total Local Revenue	\$	357,706.00	\$	199,520.17	\$	460,842.65	\$	547,986.67	
Total Available Revenue	\$	2,296,048.68	\$	2,307,094.62	\$	2,385,634.23	\$	2,608,791.54	

Approved by:		
	Chairman,	Date
	Commissioner	Date
	Commissioner	Date

2024 BUDGET

Summary of Expenditures

	2022	2023	2023	2023	2024	2024
	ACTUAL	JUNE YTD	ESTIMATED	BUDGET	BUDGET	County
	EXPENDITURES	EXPENDITURES	EXPENDITURES	REQUEST	REQUEST	Share
Child Welfare 80% State Funded	562,751,00	334.071.82	666,826,07	380.194.01	452.503.56	90,500.71
Child Welfare Core Services 80%	86,756.05	55.677.12	106,059.15	68,001.00	66,563.00	13,312.60
Child Welfare 100% State Funded	51,259.50	43,115.52	86,250.81	137,450.60	136,952.85	0.00
Child Welfare Core Services 100%	16,404.48	2,249.02	21,814.00	67,049.01	96,366.00	0.00
Child Welfare Incentive Funds	4,394.31	5,238.76	10,477.52	5,000.00	10,000.00	0.00
Sub Total Child Welfare	721,565.34	440,352.24	891,427.55	657,694.62	762,385.41	103,813.31
Temporary Assistance to Needy			-			
Families/Huerfano County Works	156,310.63	101,334.94	194,633,52	140,742.72	156,194,09	0.00
Cash/Medical & Food Benefits &	468,498.78					
		258,889.79	532,026.93	534,792.89	573,367.19	114,673.44
Adult Protective Services	91,873.64	26,189.01	51,974.73	70,552.00	73,846.00	14,769.20
Child Support Enforcement	159,110.82	48,245.53	95,699.68	116,623.01	103,468.63	16,051.52
Options for Long Term Care	138,744.50	85,244.93	169,568.68	164,894.02	150,000,00	0.00
Child Care/Day Care	78,152.09	26,049.01	51,793.51	121,747.00	88,516.60	17,703.32
Low Income Energy Assistance						
Program	3,773.82	1,358.85	2,868.37	29,787.00	20,000.00	0.00
Employment First	29,911.77	19,787.82	0.00	50,000.00	104,802.46	49,139.48
County Funded Program Support	-	- 11.5.4		-		
Services/Transportation Costs/Fund						
Balance Transfers	45,876.35	(103.57)	(207.14)	41,631.70	50,028.93	50.028.93
Sub Total	1,893,817.74	1,007,348.55	1,989,785.83	1,928,464.96	2,082,609.31	366,179.20
Family Resource Center Admin						
Fund/Miscellaneous Grants	235,531.51	47,277.87	104,477.74	294,191.91	294,224.72	0.00
County Chara of Authorized						
County Share of Authorized						
Benefits and Provider Payments	166,699.43	91,167.25	212,831.05	213,218.00	231,957.51	231,957.51
Total Evnes dis	0.000.040.00	4 4 4 5 700 5-				
Total Expenditures	2,296,048.68	1,145,793.67	2,307,094.62	2,435,874.87	2,608,791.54	598,136.71

The State allocates funds for the specified services or benefits listed above. These funds can only be used for these specific services or benefits.

2024 BUDGET

SUMMARY OF ANTICIPATED AUTHORIZATIONS FOR RECIPIENT BENEFITS AND VENDOR PAYMENTS

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Food Benefits	5,751,519.70	2,205,532.57	4,411,065.14	5,500,000.00	5,500,000.00
Low Income Energy	653,437.32	269,306.25	538,612.50	1,500,000.00	750,000.00
Temporary Assistance to Needy Families/Huerfano					
County Works	290,307.60	162,382.50	324,765.00	350,000.00	400,000.00
Child Foster Care	466,303.54	285,750.59	571,501.18	550,000.00	625,000.00
Old Age Pension	303,585.61	156,262.53	312,525.06	400,000.00	350,000.00
Aid to Needy Disabled	75,085.79	28,896.04	57,792.08	100,000.00	100,000.00
Child Care/Day Care	39,002.15	8,328.18	16,656.36	45,000.00	45,000.00
Child Welfare Core Services (Purchased)	22,795.50	44,803.50	89,607.00	127,607.00	127,607.00
*Total	7,602,037.21	3,161,262.16	6,322,524.32	8,572,607.00	7,897,607.00

^{*}Totals include county share/MOE per detail below.

SUMMARY OF EXPENDITURES FOR COUNTY SHARE OF AUTHORIZATIONS

	COMMISSION OF EACH EN	DITOREOT OR GOO	NTT SHAKE OF AUT	TORIZATIONS	
Food Benefits	0.00	0.00	0.00	0.00	0.00
Low Income Energy	0.00	0.00	0.00	0.00	0.00
Temporary Assistance to Needy Families/Huerfano					
County Works	66,697.28	33,242.88	71,560.00	68,017.00	64,783.00
Employment First Child Foster Care	391.44 69,990.79	2,742.67 42,266.32	0.00 114,300.24	0.00 110,000.00	6,973.51 125,000.00
Old Age Pension	1,585.40	412.50	2,000.00	2,000.00	2,000.00
Aid to Needy Disabled/ Aid to the Blind	15,469.08	5,796.68	11,558.42	20,000.00	20,000.00
Child Care/Day Care	12,565.44	6,706.20	13,412.40	13,201.00	13,201.00
Child Welfare Core Services(Purchased)	0.00	0.00	0.00	0.00	0.00
Total County Share of	166,699.43	91,167.25	212,831.05	213,218.00	231,957.51

These are payments or benefits to individuals and/or vendors which are authorized by the Huerfano County Department of Social Services. The State, through it's contractor, J P Morgan, initiates the electronic transfer of the authorized funds to individual and vendor accounts. The County provides the State with a share of these authorized expenditures.

2024 Budget Summary of State Revenues

PROGRAM REVENUE	2022 ACTUAL	2023 JUNE YTD	2023 ESTIMATED	2023 BUDGET	2024 BUDGET
Child Welfare 80% State Funded	389,711.76	211,997.07	547,860.86	316,555.21	362,002.85
Child Welfare Core Services 80% State Funded	21,927.51	(30,097.87)	84,847.32	54,400.80	53,250.40
Child Welfare 100% State Funded Child Welfare Core Services 100% State	132,764.66 81,751.45	117,528,75 94,574.81	86,250.81	137,450.60	136,952.85
Child Welfare Incentive Funds			21,814.00	67,049.01	96,366.00
Sub Total Child Welfare	3,867.52 630,022.90	7,417.57 401,420.33	10,477.52 751,250.51	5,000.00 580,455.62	10,000.00
Temporary Assistance to Needy	The second secon	The same of the sa			658,572.10
Temporary Assistance to Needy	166,704.46	101,369.33	194,633.52	140,742.72	159,194.09
Eligibility Determination for Cash/Medical & Food Benefits & Program Support Services	410,010.11	245,019.69	425,621.54	373,016.00	458,693.75
Adult Protective Services	60,937.45	21,646.19	56,441.60	56,441.60	59,076.80
Child Support Enforcement	116,335.38	42,083.66	77,754.30	94,340.52	87,417.11
Options for Long Term Care	149,802.05	109,996.18	169,568.68	164,894.02	150,000.00
Child Care/Day Care	78,089.94	26,056.23	41,434.81	97,397.60	70,813.28
Low Income Energy Assistance Program	(3,406.94)	1,818.85	2,868.37	29,787.00	20,000.00
Employment First	0.00	0.00	0.00	72,579.00	55,662.98
OTHER REVENUE					
County ContingencyTax Base Relief	21,182.21	12,919.46	10,000.00	10,000.00	10,000.00
Cost Allocation	67,946.00	39,804.61	79,609.22	35,000.00	35,000.00
Adult Financial Recovery Incentive	501.17	45.11	550.00	400.00	400.00
Food Assistance Recovery Incentive	11.60	26.80	450.00	500.00	500.00
Categorical Refunds	8,568.20	10,915.75	3,000.00	4,000.00	4,000.00
TANF Recovery Incentive	653.91	381.04	200.00	250.00	250.00
SubTotal	1,707,358.44	1,013,503.23	1,813,382.55	1,634,320.56	1,766,580.15
Family Resource Center	230,984.24	39,975.62	294,191.91	294,191.91	294,224.72
SubTotal	1,938,342.68	1,053,478.85	2,107,574.46	1,924,791.58	2,060,804.87
Total State Revenue	1,938,342.68	1,053,478.85	2,107,574.46	1,924,791.58	2,060,804.87

SUMMARY OF COUNTY REVENUES 2023 JUNE YTD 2022 ACTUAL 2023 2023 2024 ESTIMATED BUDGET BUDGET Property Tax 355,855.53 337,566.19 359,710.07 304,801.72 418,219.66 Specific Ownership, Taxes
Delinquent Taxes
Penalties & Interest
Wildlite/Parks
Housing Authority
Fund Balance Used as Revenue 20,040.15 23,261.16 9,873.93 0.00 0.00 (298,426.61) 30,000.00 2,000.00 500.00 50.00 750.00 35,000.00 1,000.00 250.00 0.00 750.00 64,132.58 35,000.00 2,500.00 1,500.00 0.00 800.00 89,967.01 35,457.33 869.82 1,543.43 0.00 777.03 (36,797.14) (138,581.55) Sub Total Other Local Revenues 1,850.47 (245,251.37) (105,281.55) 101,132.58 129,767.01 Total Revenue 2,296,048.68 1,145,793.67 2,307,094.62 2,385,634.23 2,608,791.54

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2024 BUDGET

CHILD WELFARE 80% STATE FUNDED

	2022	2023	2023	2023	2024
l. III	ACTUAL	JUNE YTD	ESTIMATED	BUDGET	BUDGET
	EXPENDITURES	EXPENDITURES	EXPENDITURES	REQUEST	REQUEST
Salaries	224,176,56	149,789,31	299,578.62	143,340.78	132.036.89
Social Security	17,149,74	11,147.56	22,295.12	10,965.57	
Retirement	6,107.32	4.765.70	9,531,40	4.977.63	10,100.82
Health/Life Ins.	39,486.10	19,189.05		1/20000	5,241.54
Travel	1,445.78	1,206.88	38,378.10	25,183.63	29,409.93
Operating	26,267.42		2,413.76	1,500.00	4,500.00
Drug Testing	0.00	2,205.30	4,410.60	1,258.09	2,500.00
Attorney/Contract		10,075.00	20,150.00	1,000.00	0.00
	15,121.98	0.00	0.00	0.00	0.00
Child Welfare Case Services	(423.45)	0.00	0.00	0.00	0.00
UCB	546.15	225.11	450.22	430.06	1,188.33
Wrkmns Comp	2,129.81	1,902.96	2,488.35	1,290.07	396.15
Educational Stability				0.00	0.00
Indirect Costs (RMS)	230,743.59	133,564.95	267,129.90	190,248.18	267,129.90
Total	562,751.00	334,071.82	666,826.07	380,194.01	452,503.56
REVENUES:					
State 80%	384,311.76	209,297.07	533.460.86	304.155.21	189.833.20
County Collected Refunds	0.00	0.00	9.000.00	2,000.00	2,000.00
SB 94	5.400.00	2,700.00	5,400.00	5,400.00	6.000.00
Mitigation/TANF MOE/State Clos		=,, 00,00	3,400.00	5,000.00	164,169.65
County 20%	173,039.24	122,074.75	118,965.21	63,638.80	90,500.71
Total	562,751.00	334,071.82	666,826.07	380,194.01	452,503,56

This budget category funds child protective services offered by the county department. The county department is mandated to provide services as per the Colorado Children's Code which is part of the Colorado Revised Statutes.

Cost saving strategies have been implemented by the county to reduce out -of-home placement expenditures. However, costs continue to rise as services must be provided to all children in need. As a result, transfer of funds from TANF reserves and child welfare mitigation dollars may be needed in order to meet expenses in this program.

2024 BUDGET

CHILD WELFARE CORE SERVICES 80% STATE FUNDED

	2022	2023	2023	2023	2024
	ACTUAL	JUNE YTD	ESTIMATED	BUDGET	BUDGET
	EXPENDITURES	EXPENDITURES	EXPENDITURES	REQUEST	REQUEST
Salaries	56,491.51	35,657.75	71,315.50	39,197.92	29,809.78
Social Security	4,322.37	2,605.83	5,455.64	2,998.64	2,280.45
Retirement	1,449.47	1,357.34	2,852,62	1,567.92	1,192.39
Health/Life Ins.	10,956.36	5,612.29	11,224.58	6,656.96	4,652.42
Travel	0.00	0.00	0.00	0.00	.,,,,,,,,,
Operating	0.00	0.00	0.00	0.00	671.23
UCB	156.28	47.04	213.95	117.59	89.43
Wrkmns Comp	537.50	496.87	496.87	352.78	268.29
Reconnecting Youth	19,800.00	9,900.00	19,800.00	19,800.00	24,000.00
Program Area 3	0.00	0.00	0.00	309.19	6,599.01
Indirect Costs (RMS)	(6,957.44)	0.00	(5,300.00)	(3,000.00)	(3,000.00
Total	86,756.05	55,677.12	106,059.15	68,001.00	66,563.00
REVENUES:	The state of the s				
Reconnecting Youth/			1		
State 80%	21,927.51	(30,097.87)	84,847.32	54,400.80	53,250.40
County 20%	64,828.54	85,774.99	21,211.83	13,600.20	13,312.60
Total	86,756.05	55,677.12	106,059.15	68,001.00	66,563.00

Counties are required to offer a number of child welfare"core services" for children and families. These services are designed to prevent out-of-home placement of children or to quickly return children who have been removed from their homes by improving family functioning.

These services include alcohol and substance abuse counseling, mental health services, sexual abuse counseling, intensive family therapy, individual counseling and parenting and life skills. Core Services funding is partially 80% State and 20% county and partially 100% State (page 8). This allocation has

basically remained unchanged for several years despite increasing costs.

The Huerfano County Department of Social Services has been awarded an additional \$24,000.00 to operate the Reconnecting Youth Program. This program provides counseling and other services specifically designed to prevent the out-of-home placement of troubled adolescents.

2024 BUDGET

CHILD WELFARE 100% STATE FUNDED/SB 15-242

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	38,913.44	34,048,64	68,097.28	103,030,39	92,151.39
Social Security	2,964.28	2,468,96	4,937.92	7,881.82	7,049.58
Retirement	427.22	98.17	196.34	2,717,22	2,887.34
Health/Life Ins.	6,435,19	4,847,86	9,695.72	12,968.85	29,142.08
Travel	212.16	0.00	0.00	5,000.00	243.33
Operating	405.00	0.00	0.00	3,004.09	1,329,13
Contract				0.00	0.00
UCB	166.27	41.69	83.38	321.45	250.00
Wrkmns Comp	541.74	316,71	653,19	1,298,18	1,300.00
Indirect Costs (RMS)	1,194.20	1,293.49	2,586.98	1,228.60	2,600.00
Total	51,259.50	43,115.52	86,250.81	137,450.60	136,952.85
REVENUES:	THE RESERVE TO SERVE				
State 100%	132,764.66	117,528.75	86,250.81	74,330.00	71,938.85
SB-15-242		7		63.120.60	65 014 00

Several years ago Colorado entered into a settlement agreement with the American Civil Liberties Union relating to improving and increasing child protective services. Some of the dollars allocated to provide services to meet the terms of this settlement were funded with State only monies. Although the settlement agreement has expired these State only dollars continue to be allocated.

43,115.52

0.00

86,250.81

0.00

137,450.60

0.00

(81,505.16)

51,259.50

County

Total

2024 BUDGET

CHILD WELFARE CORE SERVICES 100% STATE FUNDED

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	0.00	0.00	10,000.00	36,043.23	48,820.86
Social Security	0.00	0.00	765.00	2,757.31	3,734.80
Retirement	0.00	0.00	400.00	1,273.25	1,420.36
Health/Life Ins.	0.00	0.00	2,000.00	5,337.45	9,653.17
Travel	0.00	0.00	250.00	0.00	0.00
Operating	0.00	0.00	0.00	0.00	2,846.87
Contracts	0.00	0.00	0.00	0.00	0.00
UCB	0.00	0.00	30.00	108.13	146.46
Wrkmns Comp	0.00	0.00	0.00	324.39	439.39
Spec Economic Asst	9,447.04	750.00	2,369.00	2,416.00	2,454.45
Program Area 3	0.00	1,499.02	5,000.00	15,789.25	23,849.64
Indirect Costs (RMS)	6,957.44	0.00	1,000.00	3,000.00	3,000.00
Total	16,404.48	2,249.02	21,814.00	67,049.01	96,366.00
REVENUES:					F. Company
State 100%	81,751.45	94,574.81	21,814.00	67,049.01	96,366.00
County	(65,346.97)	(92,325.79)	0.00	0.00	0.00
Total	16,404.48	2,249.02	21,814.00	67,049.01	96,366.00

Counties are required to offer a number of child welfare "core services" for children and families. These services are designed to prevent out-of-home placement of children or to quickly return children who have been removed from their homes by improving family functioning. These services include alcohol and substance abuse counseling, mental health services, sexual abuse counseling, intensive family therapy, individual counseling and parenting and life skills. Core Services funding is partially 80% State and 20% county (page 6) and partially 100% State.

2024 BUDGET

Child Welfare Incentive Funds (IV-E and Foster Care Fees)

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	0.00	0.00	0.00	0.00	0.00
Social Security	0.00	0.00	0.00	0.00	0.00
Retirement	0.00	0.00	0.00	0.00	0.00
Health/Life Ins.	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00
Contract	0.00	0.00	0.00	0.00	0.00
Operating	0.00	0.00	0.00	0.00	0.00
Client Assistance	4,394.31	5,238.76	10,477.52	5,000.00	10,000.00
UCB	0.00	0.00	0.00	0.00	0.00
Wrkmns Comp	0.00	0.00	0.00	0.00	0.00
Total	4,394.31	5,238.76	10,477.52	5,000.00	10,000.00
REVENUES:					
State 100%	(3,867.52)	7,417.57	10,477.52	5,000.00	10,000.00
County	8,261.83	(2,178.81)	0.00	0.00	0.00
Total	4,394.31	5,238.76	10,477.52	5,000.00	10,000.00

This is funding that is provided to the counties by the State as Federal pass thru and State incentive funds to be spent for child welfare purposes only. Part of this funding is based on the number of children who were eligible for the Temporary Assistance to Needy Families program had they not been in Child Foster Care and the rest is earned by collecting parental fees to offset the cost of foster care.

2024 BUDGET

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	49,103.47	36,657.79	73,315.58	42,951.98	43,429,56
Social Security	3,756.40	2,643.62	5,287.24	3,285.83	3,322.36
Retirement	1,267.21	1,324.71	2,649.42	1,268.80	1,393.60
Health/Life Ins_	7,519.69	11,981,02	23,962.04	5,345.68	14,571.44
Travel	1,200.59	0.00	0.00	275.00	1,875.00
Rent & Bldg Maint	9,600.00	5,750.00	11,500.00	9,600.00	8,000.00
Operating	2,904.84		1,000.00	1,100.00	6,680.97
UCB	119.26	58.13	116.26	128.86	130.29
Wrkmns Comp	317.95	402.98	402.98	386.57	390.87
Community Investment	11,400.00	4,750.00	11,400.00	11,400.00	11,400.00
District Health Department	54,000.00	27,000.00	54,000.00	54,000.00	54,000.00
MOE Offset	(54,000.00)	(27,000.00)	(54,000.00)	(54,000.00)	(54,000.00)
Sub Total	87,189.41	63,568.25	129,633.52	75,742.72	91,194.09
RMS	69,121.22	37,766.69	65,000.00	65,000.00	65,000.00
Total	156,310.63	101,334.94	194,633.52	140,742.72	156,194.09
REVENUES:					
Tanf Reserve/Mitigation	(10,393.83)	(34.39)	0.00	59,041.72	138,747.09
State	166,704.46	101,369.33	194,633.52	81,701.00	20,447.00
Total	156,310.63	101,334.94	194,633.52	140,742,72	159.194.09

The Huertano County Works and Temporary Aid to Needy Families (TANF) programs were implemented July 1, 1997. These programs were implemented statewide pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act, commonly known as Welfare Reform legislation. The County share is an MOE derived from expenditures from a year prior to 1997.

The tocus of this program is to assist participants to become self-sufficient by providing or purchasing services to eliminate barriers participants may have which prevent them from being self-sufficient. These services include, but are not limited to, basic job readiness training, GED courses, subsidized and unsubsidized on the job training, community work experience placements, college courses limited to 12 months, substance abuse avoidance counseling, mental health counseling, domestic violence elimination counseling, etc. The services available to participants are based on an assessment which allows the local flexibility needed to design effective plans. The temporary benefits provided to participants, Temporary Assistance to Needy Families or "TANF," are no longer an entitlement. These benefits are made available only after the participant agrees to and signs a Road map and participates as set forth in that contract.

The MOE is found in that portion of the budget that deals with the authorized benefits provided to Huerfano County Works participants and in the Child Welfare 80% State funded sections (pg. 5)

2024 BUDGET

Eligibility Determination for Cash, Medical & Food Benefits & Program Support Services

	2022	2023	2023	2023	2024
	ACTUAL	JUNE YTD	ESTIMATED	BUDGET	BUDGET
	EXPENDITURES	EXPENDITURES	EXPENDITURES	REQUEST	REQUEST
PERSONAL SERVICES:					
Salaries	553,382,36	302,325.07	604,650.14	635,821.52	644,887.81
Social Security	42.016.18	22,608.10	45,216.20	48,640.35	49,333.92
Retirement	19,354.80	8,171.61	16,343.22	18,176.81	22,042.80
Health/Life Ins.	91,527.69	42,648.04	85,296.08	113,032,43	93,385.34
UCB	1,549.12	502.94	1,005,88	1,907.46	1,934.66
Workman's Comp	5,556.32	4.695.93	4,695.93	6,722.36	5,803.99
Travel Meals, Reg.	3,256.37	560.84	1,121.68	6,000.00	6,116.79
Contract	0.00	0.00	0.00	1,000.00	9,600.00
Medical Exams/Med Trans.	0.00	(472.56)	0.00	1,100.00	0.00
Drug Testing	0.00	(429.60)	1,500.00	2,500.00	38,304.91
Attorney Fees	18,518.06	0.00	0.00	0.00	0.00
Total Pers. Serv.	735,160.90	380,610.37	759,829.13	834,900.93	871,410.22
Operating	83,751.55	51,049.52	100,000.00	76,638.86	58,703.87
Building Maintenance	17,733.85	23,599.15	47,198.30	20,000.00	40,000.00
Total Operating	101,485.40	74,648.67	147,198.30	96,638.86	98,703.87
ndirect Costs (RMS)	(368,147.52)	(196,369.25)	(375,000.50)	(396,746.90)	(396,746.90
Total Administration	468,498.78	258,889.79	532,026.93	534,792.89	573,367.19

REVENUES: State 80%	410,010.11	245,019.69	425,621.54	373,016.00	458,693.75
County	58,488.67	13,870.10	106,405.39	161,776.89	114,673.44
Total	468,498.78	258,889.79	532,026.93	534,792.89	573,367.19

This allocation includes funding for Adult Income Maintenance Programs, Old Age Pension, State Aid to the Needy Disabled, Ait to the Blind, Food Assistance and Medicaid. Also included is funding for Finance, Accounting and Human Resources staff and the Director. This also includes funding for operating expenses, travel, building maintenance, rent and contractual services.

2024 BUDGET

ADULT PROTECTIVE SERVICES

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	50,596.69	9,249.01	18,498.02	35,274.83	36,305.91
Social Security	3,870.63	689.87	1,379.74	2,698.52	2,777.40
Retirement	1,559.15	343.87	687.74	1,411.00	1,186.00
Health/Life Ins.	9,510.42	1,176.97	2,353.94	4,620.14	8,209.04
Travel	0.00	0.00	0.00	793.26	468.29
Attorney	0.00	0.00	0.00	4,000.00	0.00
Client Services	3,425.85	302.30	604.60	2,931.00	2,000.00
Operating	337.26	155.17	310.34	711.08	500.00
UCB	131.22	25.39	50.78	105.82	72.61
Wrkmns Comp	464.72	403.29	403.29	317.47	326.75
RMS	21,977.70	13,843.14	27,686.28	17,688.88	22,000.00
Total	91,873.64	26,189.01	51,974.73	70,552.00	73,846.00
REVENUES:					
State80%	60,937.45	21,646.19	41,579.78	56,441.60	59,076.80
County 20%	30,936.19	4,542.82	10,394.95	14,110.40	14,769.20
Total	91,873.64	26,189.01	51,974.73	70,552.00	73,846.00

This program allocation provides funding for Adult Protective Services and Emergency client services, which may be utilized in emergency situations and/or one-time, temporary, or short term needs.

2024 BUDGET

CHILD SUPPORT ENFORCEMENT

	2022	2023	2023	2023	2024
	ACTUAL	JUNE YTD	ESTIMATED	BUDGET	BUDGET
	EXPENDITURES	EXPENDITURES	EXPENDITURES	REQUEST	REQUEST
Salaries	90,325.80	34,966.08	69,932.16	85,493.12	71,381.72
Social Security	6,586.37	2,560.57	5,121.14	6,540.22	5,460,70
Retirement	2,535.71	1,168.81	2,337.62	2,299.73	2.855.27
Health/Life Ins.	21,051.93	8,466.44	16,932.88	17,261.02	17,985.74
Travel & Training	0.00	37.22	74.44	2,000.00	3,000.00
Operating	1,033.82	179.96	359.92	2,000.00	2,000.00
UCB	250.46	75.07	150.14	259.48	142.76
Wrkmns Comp	790.70	791.38	791.38	769.44	642.44
Attorney	14,741.04	0.00	0.00		3.00
RMS	21,794.99	0.00	0.00		549
Total	159,110.82	48,245.53	95,699.68	116,623.01	103,468.63
REVENUES:	I			T	
IV-D Incentives State	(1,370.66)	1,996.10	3,992.20	0.00	4,000.00
V-D Incentives Federal	(2,825.66)	3,097.36	6,194.72	4,400.00	6,500.00
Child Support Refunds	7,670.83	5,307.94	10,615.88	15,000.00	15,000.00
NIVA Application Fees	0.00	0.00	0.00	200.00	0.00
State Reimbursement	112,860.87	31,682.26	56,951.50	74,740.52	61,917.11
Total Reimbursement	116,335.38	42,083.66	77,754.30	94,340.52	87,417.11
Percentage Reimb	73.12%	87,23%	81.25%	80.89%	84,49%
County	42,775.44	6,161.87	17,945.38	22,282.49	16,051.52
Total	159,110,82	48,245,53	95,699.68	116,623.01	103.468.63

The Child Support Enforcement Program obtains financial and medical benefits for children. While these services are required for some benefit recipients, they are available to all county residents for a minimal fee. Child support payments for children who are receiving benefits are paid to the county to offset those benefit costs.

The county match for this program is 34%.

2024 BUDGET

OPTIONS FOR LONG TERM CARE PROGRAM

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	106,663,53	67,139.43	134,278,86	115,800.78	105,813.71
Social Security	8,159,71	4,996.51	9,993.02	8,858.76	8,094.75
Retirement	3,483.98	2,344.81	4,689.62	4,632.03	3,167.60
Health/Life Ins.	17,447.70	9,325.38	18,650.76	16,458.84	23,043.96
Travel	0.00	68.21	136.42	5,500.00	4,181.82
Operating	1,785.21	338.83	677.66	12,254.00	4,534.21
UCB	271.19	110.58	221.16	347.40	211.63
Wrkmns Comp	933.18	921.18	921.18	1,042.21	952.32
Total	138,744.50	85,244.93	169,568.68	164,894.02	150,000.00
REVENUES:					
LACDHS 100%	149,802.05	109,996.18	169,568.68	164,894.02	150,000.00
County	0.00	0.00	0.00	0.00	0.00
Total	149,802.05	109,996.18	169,568.68	164,894.02	150,000.00

This program assesses the need for, authorizes and monitors the provision of long term care services to seniors and disabled persons to enable them to remain in their homes, thus maintaining their independence and avoiding costly institutional/nursing home care.

Medicaid pays approximately \$1,463.00 per case per year to the county to manage the program. Huerfano County serves an average of 130 persons per month per year.

The medical and caregiver services provided to participants are funded 100% with Medicaid dollars and are paid directly to the providers by Medicaid as authorized by the county.

2024 BUDGET

CHILD CARE/DAY CARE

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
					11246261
Salaries	36,090.52	11,053.80	22,107.60	51,972.90	32,889.94
Social Security	2,760.88	797.96	1,595.92	3,975.93	2.516.08
Retirement	1,331.96	416.93	833.86	2,078,92	1,315.60
Health/Life Ins.	14,419.59	3,553.05	7,106.10	24,447.47	14.035.73
Travel	0.00	0.00	0.00	1.000.00	5,000.00
Operating/Contracts	0.00	0.00	0.00	10.085.74	4,802.21
UCB	56.56	21.78	43.56	155.92	98.67
Wrkmns Comp	176.76	304.51	304.51	467.76	296.01
RMS	23,315.82	9,900.98	19,801.96	27,562.36	27,562.36
Total	78,152.09	26,049.01	51,793.51	121,747.00	88,516.60
REVENUES:			DESTRUCTION OF THE PARTY OF THE	V#X110 300 EX-	BIESTING N
State	78,089.94	26,056.23	41,434.81	97,397.60	70,813.28
County	62.15	(7.22)	10,358.70	24,349.40	17,703.32
Total	78,152.09	26,049.01	51,793.51	121,747.00	88.516.60

The Child Care Program provides services, vendor payments and quality improvement grants to ensure adequate day care for Colorado Works participants as well as for children of low-income working families.

2024 BUDGET

COUNTY FUNDED PROGRAM SUPPORT SERVICES/TRANSPORTATION COSTS/FUND BALANCE TRANSFERS

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	21,028.95	(3,603.57)	(7,207.14)	24,336.00	30,810.00
Social Security	1,599.79	407.87	815.74	1,861.70	2,356.96
Retirement	567.10	226.00	452.00	973.44	1,232.40
Health/Life Ins.	7,136.78	1,802.27	3,604.54	7,918.53	9,009.85
Unemployment	48.84	11.75	23.50	73.01	92.43
Workman's Comp.	170.77	159.95	319.90	219.02	277.29
Operating Expense	6,762.72	86.52	173.04	750.00	750.00
Travel ,Meals, Reg.	8,561.40	805.64	1,611.28	5.500.00	5,500.00
County Transfer	0.00	0.00	0.00	0.00	0.00
Total	45,876.35	(103.57)	(207.14)	41,631.70	50,028.93
REVENUES:					
	0.00	0.00	0.00	0.00	0.00
County	45,876.35	(103.57)	(207.14)	41,631.70	50,028.93
Total	45,876.35	(103.57)	(207.14)	41,631.70	50,028.93

2024 BUDGET

LOW INCOME ENERGY ASSISTANCE OUTREACH PROGRAM

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	4 407 07				
Social Security	1,187.07		0.00	22,942.45	12,557.97
	90.81		0.00	1,755.10	960.68
Retirement	486.38	(E)	0.00	917.70	502.32
Health/Life Ins.	482.09	S#1	0.00	2,234.98	3,480.62
Travel		(460.00)	(920.00)	0.00	686.26
Contract			0.00	0.00	0.00
Operating	527.82		0.00	0.00	0.00
Advertising	916.20	1,811.30	3,622.60	1,661.46	1,661.46
UCB	9.97	1000	0.00	68.83	37.67
Wrkmns Comp	73.48	7.55	165.77	206.48	113.02
RMS	#			200.40	110.02
Total	3,773.82	1,358.85	2,868.37	29,787.00	20,000.00
REVENUES:					TO RESERVE
State	(3,406.94)	1,818.85	2,868.37	29,787.00	20,000.00
County	7,180.76	(460.00)	0.00	0.00	0.00
Total	3,773.82	1,358.85	2,868.37	29,787.00	20,000.00

The LEAP program provides cash assistance for heating costs during the winter months through a contract with Goodwill Industries.

This is a 100% state funded program and the dollars are used to fund only the outreach portion of the program this year.

2024 BUDGET

Employment First

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
EXPENDITURES					
Salaries	22,845.83	15,079.30	30,158.60	40,726.32	37,440.12
Social Security	1,747.73	1,113.47	2,226.94	3,115.56	2,864.17
Retirement	0.00	194.93	389.86	1,629.05	1,497.60
Health/Life Ins.	1,354.30	2,983.53	5,967.06	2,415.62	9,510.58
Travel	56.77		0.00	1,000.00	5,000.00
Building Space	0.00		0.00	0.00	
UCB	53.95	8.18	16.36	122.18	112.32
Wrkmns Comp	50.66	198.62	397.24	366.54	336.96
Operating Expense	757.53	8.79	17.58	624.73	4,000.00
Client Assistance	3,045.00	201.00	402.00	0.00	44,040.71
		0.00	0.00	0.00	
Total	29,911.77	19,787.82	39,575.64	50,000.00	104,802.46
REVENUES:					
State	17,832.81	17,469.49	39,575.64	28,083.21	55,662.98
County	12,078.96	2,318.33	0.00	21,916.79	49,139.48
Total	29,911.77	19,787.82	39,575.64	50,000.00	104,802.46

2024 BUDGET

FOOD BENEFITS - RECIPIENT BENEFITS

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Total Anticipated Authorizations	5,751,519.70	2,205,532.57	4,411,065.14	5,500,000.00	5,500,000.00
REVENUES:					
State Share	5,751,519.70	2,205,532.57	4,411,065.14	5,500,000.00	5,500,000.00
County	0.00	0.00	0.00	0.00	0.00
Total	5,751,519.70	2,205,532.57	4,411,065.14	5,500,000.00	5,500,000.00

Food benefits are 100% state/federal funded. The Department incurs costs to determine and redetermine eligibility for food benefits. These costs are part of the program allocation detailed on page 11.

Average number of households/month: Average monthly payment per household:

1024 278.47

\$

Significant Eligibility Criteria:

Resource Limit \$2,000.00 under age 60/\$3,000.00 over age 60 or disabled member in household
Vehicles: All vehicles exempt except seasonal recreational vehicles

Income Limit \$3250.00 for a family of four

2024 **BUDGET**

LOW INCOME ENERGY ASSISTANCE PROGRAM - RECIPIENT BENEFITS

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Total Anticipated Authorizations	653,437.32	269,306.25	538,612.50	1,500,000.00	750,000.00
REVENUES:	A NATIONAL DISEASE			The state of the s	
State Share	653,437.32	269,306.25	538,612.50	1,500,000.00	750,000.00
County	0.00	0.00	0.00	0.00	0.00
Total	653,437.32	269,306.25	538,612.50	1,500,000.00	750,000.00

LEAP benefits are 100% state/federal funded. These are payments to help low-income persons with their heating costs.

Number of households to be served annual.

582 643.39

Average annual grant per household

Significant Eligibility Criteria:

Household must be responsible for heating costs, either included or separate from rent.

There is no limit on the amount of resources.

Income Limit \$5926.00 for family of four.

2024 **BUDGET**

Temporary Assistance to Needy Families/Huerfano County Works - Participant Benefits

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Total Anticipated Authorizations	290,307.60	162,382.50	324,765.00	350,000.00	400,000.00
REVENUES:		A ISSUED DE LA CONTRACTOR DE LA CONTRACT			
County MOE	66,697.28	33,242.88	66,171.00	66,171.00	64,783.00
State Share	223.610.32	129,139.62	256,748.00	283,829.00	335,217.00
Total	290,307.60	162,382.50	324,765.00	350,000.00	400,000.00

The county share for Huerfano Couty Works is a portion of the total TANF MOE, the remainder is used as match for Child Welfare (see page 5).

Average number of cases receiving benefits/month: Average monthly grant per household

444.73

Significant Eligibility Criteria:

Family Program:

Household must have at least one child or mother provide proof of pregnancy

from a medical facility

Adults in the household must cooperate with job readiness requirements

Resource Limit None

Income Limit One adult and one child

Two adults and two children

\$331.00

\$533.00

2024 BUDGET

CHILD FOSTER CARE - VENDOR PAYMENTS

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Total Anticipated Authorizations	466,303.54	285,750.59	571,501.18	550,000.00	625,000.00
REVENUES:					
State Share	396,312.75	251,756.70	457,200.94	440,000.00	500,000.00
County	69,990.79	33,993.89	114,300.24	110,000.00	125,000.00
Total	466,303.54	285,750.59	571,501.18	550,000.00	625,000.00

These are authorizations for payments to persons and/or agencies that provide foster care for children. These foster care payments are 80% State, 20% County funded.

Average	number	of chi	ldren	served/me	onth:
Average	monthly	cost	per ch	nild:	

24 \$1,661.05

Significant Eligibility Criteria:	
Any child in need	

2024 BUDGET

OLD AGE PENSION - RECIPIENT BENEFITS

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST	
Total Anticipated Authorizations	303,585.61	156,262.53	312,525.06	400,000.00	350,000.00	
REVENUES:				1		
State Share	302,000.21	155,850.03	310,525.06	398,000.00	348,000.00	
County(5% Homecare Match)	1,585.40	412.50	2,000.00	2,000.00	2,000.00	
Total	303,585.61	156,262.53	312,525.06	400,000.00	350,000.00	

Old Age Pension benefits are 100% state funded, except for those clients receiving a home care allowance which requires a 5% county match. The home care allowance is an additional payment which the client uses to pay for services such as meal preparation or assistance with other activities of daily living which the person can no longer provide for themselves.

Average number of clients/month Average monthly grant:

65 \$786.71

Significant Eligibility Criteria:

Elderly Program:

Must be over age 60

Resource Limit \$2000.00 per individual, \$3,000.00 for a couple

Income Limit \$952.00 plus \$20 disregard plus home care allowance.

2024 BUDGET

AID TO THE NEEDY DISABLED/AID TO THE BLIND - RECIPIENT PAYMENTS

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST	
Total Anticipated Authorizations	75,085.79	28,896.04	57,792.08	100,000.00	100,000.00	
REVENUES:					E PROPERTY	
State Share	59,616.71	23,099.36	46,233.66	80,000.00	80,000.00	
County	15,469.08	5,796.68	11,558.42	20,000.00	20,000.00	
Total	75,085.79	28,896.04	57,792.08	100,000.00	100,000.00	

AND benefits are 80% State and 20% County funded. The county share for Home Care for these recipients is 5%.

Average number of clients receiving benefits/month Average monthly grant:

30 \$352.00

Significant Eligibility Factors:

Disability Program:

Person must be disabled under state (six months) or federal (12 months) criteria. Disability verification is required.

Resource Limit \$2,000.00 individual, \$3,000.00 couple Home and first car are exempt

Income Limit \$248.00 State AND plus home care allowance

\$941.00 SSI supplement plus home care allowance.

2024 BUDGET

CHILD CARE/DAY CARE - VENDOR PAYMENTS

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Total Anticipated Authorizations	39,002.15	8,328.18	16,656.36	45,000.00	45,000.00
REVENUES:					
State Share	26,436.71	1,621.98	3,243.96	31,799.00	31,799.00
County MOE	12,565.44	6,706.20	13,412.40	13,201.00	13,201.00
Total	39,002.15	8,328.18	16,656.36	45,000.00	45,000.00

These are authorizations for payments to persons or centers that provide day care for Huerfano County Works or other low-income children. The county share is an MOE which has decreased for the past two years. Families receiving day care benefits have decreased the last two years.

Average monthly payment:

\$4,450.09

Significant Eligibility Criteria:

Low Income Child Care:

Income level is 200% above poverty

Example:

Family size of 2, income maximum \$3,051.67 per month.

Must be in and eligibe activity and need childcare, or in an approved employment training program in which they will get a certificate or a degree.

Huerfano County Works:

Must be receiving cash assistance from the Huerfano County Works program. Eligibility is based on the referral from the Huerfano County Works worker.

2024 BUDGET

CHILD WELFARE CORE SERVICES - VENDOR PAYMENTS

	2022	2023	2023	2023	2024
	ACTUAL	JUNE YTD	ESTIMATED	BUDGET	BUDGET
	EXPENDITURES	EXPENDITURES	EXPENDITURES	REQUEST	REQUEST
Mental Health	9,262.50	17,737.50	35,475.00	35,475.00	35,475.00
Substance Abuse	13,533.00	27,066.00	54,132.00	54,132.00	54,132.00
Sexual Abuse	0.00	0.00	0.00	6,000.00	6,000.00
Intensive Family	0.00	0.00	0.00	32,000.00	32,000.00
Total Anticipated Authorizations	22,795.50	44,803.50	89,607.00	127,607.00	127,607.00
REVENUES:					III TOOLEY THE
State Share	22,465.50	44,803.50	127,607.00	127,607.00	127,607.00
County	0.00	0.00	0.00	0.00	0.00
Total	22,465.50	44,803.50	127,607.00	127,607.00	127,607.00

These are 100% and 80% State funds used to purchase mental health, substance abuse and life choices counseling for families and/or children who are receiving child welfare services in order to prevent out-of-home placement.

2024 BUDGET

EMPLOYMENT FIRST

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST		
Client/Vendor Payments	8,483.83	2,742.67	5,485.34	22,113.15	16,443.43		
Total	8,483.83	2,742.67	5,485.34	22,113.15	16,443.43		
REVENUES:				The state of the s			
State	8,092.39	0.00	0.00	0.00	9,469.92		
County	391.44	2,742.67	0.00	0.00	6,973.51		
Total	8,483.83	2,742.67	0.00	0.00	16,443.43		

2024 BUDGET

SUMMARY OF FAMILY RESOURCE CENTER & MISCELLAEOUS GRANTS

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Family Resource Center	40,814.89	2,358.19	4,716.38	126,880,98	150,000.00
Promoting Safe & Stable Families	29,574.90	13,216.14	36,354.28	25,000.00	25,000.00
Personal Responsibility Education Program/COSHI	110,368.88	2,295.64	4,591.28	50,000.00	25,000.00
House Bill 1451	54,772.84	29,407.90	58,815.80	92,310.93	94,224.72
Total	235,531.51	47,277.87	104,477.74	294,191.91	294,224.72
REVENUES: Family Resource Center	15,931.88	3,960.69	7,921.38	126,880.98	150,000.00
Promoting Safe & Stable Families	31,713.14	10,814.61	36,354.28	25,000.00	25,000.00
Personal Responsibility Education Program	127,638.71	0.00	4,591.28	50,000.00	25,000.00
House Bill 1451	55,700.51	25,200.32	58,815.80	92,310.93	94,224.72
Total	230,984.24	39,975.62	107,682.74	294,191.91	294,224.72
County Share Total	4,547.27 235,531.51	7,302.25 47,277.87	(3,205.00) 104,477.74	0.00 294,191.91	0.00 294,224.72

2024 BUDGET

Family Resource Center

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
EXPENDITURES					
Salaries	4,770.94	2,376,15	4,752,30	15,034.97	31,946.22
Social Security	365.00	181.77	363.54	1,150.18	2,443.89
Relirement	12.45	-	0.00	0.00	1,000.52
Health/Life Ins.	0.22		0.00	0.00	7,170.98
Travel	1,115.11	(1,128.06)	(2,256.12)	500.00	2,000.00
Contract	845.00		0.00	1,600.00	1,600.00
Operating	7,248.61	872.09	1,744.18	3,000.00	3,000.00
Client Assistance	999.00	(1.85)	(3.70)	5,415.42	5,415.24
UCB	17.61	6.71	13.42	45.10	95.84
Wrkmns Comp	55.48	51.38	102.76	135.31	287.52
Miscellaneous Grants	25,385.47	0.00	0.00	100,000.00	95,039.79
Total	40,814.89	2,358.19	4,716.38	126,880.98	150,000.00
REVENUES:					100
Administration Fund	15,931.88	3,960.69	7,921.38	126,880.98	150,000.00
County Share	24,883.01	(1,602.50)	(3,205.00)	0.00	0.00
Total	40,814.89	2,358,19	4,716,38	126,880.98	150,000.00

The Huerfano County Department of Social Services serves as the fiscal agent for the Las Animas & Huerfano County Family Resource Center. The Center is funded with grants which are matched with other grant funds or with in-kind contributions from Crossroads Managed Care, the Huerfano County Department of Social Services or other community agencies or individuals. The budget reflects grants which are currently approved and matched, as well as others which are anticipated.

The Family Resource Center provides an array of family support and family counseling services that are designed to enhance the child welfare services available in the community and to assist with keeping children in their own homes. Services include parenting classes, family, individual and couples counseling and family visitation services.

2024 BUDGET

Promoting Safe and Stable Families

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	45.005.00				
	15,205.36	8,812.31	26,200.00	15,770.23	15,105.96
Social Security	1,162.46	601.74	2,004.30	1,206.42	1,155.61
Retirement	492.05	301.10	1,048.00	63.81	604.24
Health/Life Ins.	6,830.72	3,361.67	6,723.34	6,398.38	6,254.37
Travel		1	100.00	0.00	500.00
Contract	<u> </u>		0.00	0.00	
Operating	5,555.22			1,371.92	1,198.55
UCB	50.20	16.05	32.10	47.31	45.32
Wrkmns Comp	278.89	123.27	246.54	141.93	135.95
Total	29,574.90	13,216.14	36,354.28	25,000.00	25,000.00
REVENUES:					
State	31,713.14	10,814.61	36,354.28	25,000.00	25,000.00
County	(2,138.24)	2,401.53	0.00	0.00	0.00
Total	29,574.90	13,216.14	36,354.28	25,000.00	25,000.00

Promoting Safe and Stable Families (PSSF) is a federal grant that uses five protective factors through in home services as well as evidence-based programs such as Love and Logic classes to ensure that children can remain home or return home safely to their families.

2024 BUDGET

Personal Responsibility Education Program/COSHI

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries		4 700 40	0.400.00		
Fringe Benefits		1,700.10	3,400.20	31,560.00	19,450.14
Travel	10,709.26	507.50	0.00	18,048.54	2,442.44
Contract		587.52	1,175.04	0.00	1,000.00
	82,046.88		0.00		
Rent			0.00	44.30	
Operating	17,608.62	.25	0.00		1,893.47
UCB	1.20	3.40	6.80	63.12	38.90
Wrkmns Comp	2.92	4.62	9.24	284.04	175.05
Total	110,368.88	2,295.64	4,591.28	50,000.00	25,000.00
REVENUES:			The state of the s		
State	127,638.71	(*)	4,591.28	50,000.00	25,000.00
County	(17,269.83)	2,295.64	0.00	0.00	0.00
Total	110,368.88	2,295.64	4,591.28	50,000.00	25,000.00

The Personal Responsibility Education Program (PREP) is used to educate young people on both abstinence and contraception. With efforts toward preventing pregnancy and sexually transmitted infections. PREP targets young people who are:

Homeless In foster care Living in rural areas or areas with high teen birth rates From minority groups (including sexual minorities)

PREP grants also support pregnant youth and mothers under the age of 21.

2024 BUDGET

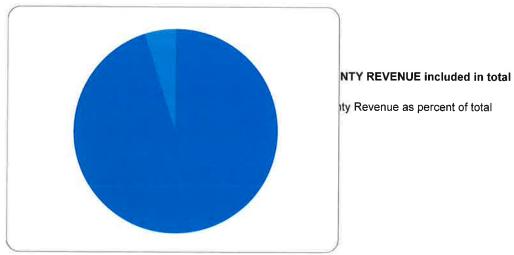
House Bill 1451 - Collaborative Management Program

	2022 ACTUAL EXPENDITURES	2023 JUNE YTD EXPENDITURES	2023 ESTIMATED EXPENDITURES	2023 BUDGET REQUEST	2024 BUDGET REQUEST
Salaries	19.985.13	44 400 05	00.040.50		
Social Security		11,420.25	22,840.50	45,299.47	48,929.34
	1,528.98	873.57	1,747.14	3,465.41	3,743.09
Retirement	494.66	456.80	913.60	1,562.38	1,860.00
Health/Life Ins.	14.97	77.19	154.38	31.37	
Travel	115.42	267.20	534.40	500.00	500.00
Contract	32,027.15	16,770.21	33,540.42	40,454.00	38,154.07
Operating	122.84	(127.32)	(254.64)	500.00	500.00
UCB	104.05	32.58	65.16	90.60	97.86
Wrkmns Comp	379.64	337.42	674.84	407.70	440.36
Client Assistance		(700.00)	(1,400.00)	0.00	0.00
			0.00		
Total	54,772.84	29,407.90	58,815.80	92,310.93	94,224.72
REVENUES:					
State/Deferred Revenue	55,700.51	25,200.32	58,815,80	92,310.93	94,224,72
County	(927.67)	4,207.58	0.00	0.00	0.00
Total	54,772.84	29,407.90	58,815.80	92,310.93	94,224.72

The local collaborative management brings together agencies and services for at-risk, high systems-use children, youth, and families. Partners in local Collaborative Management Programs include county departments of human/social services, local judicial districts, health departments, school districts, community mental health centers and behavioral health organizations, parent or family advocacy groups, and community agencies.

Huerfano County Department of Social Services 2024

Social Service Programs	2,608,791.54
Benefits and Vendor Payments	
Temporary Aid to Needy Families	400,000.00
Aid to the Needy Disabled/Aid to the Blind	100,000.00
Old Age Pension	350,000.00
Low Income Energy Assistance Program	750,000.00
Child Foster Care	625,000.00
Core Services	127,607.00
Child Care/Day Care	45,000.00
Food Benefits	5,500,000.00



Total

10,506,398.54

547,986.67

5.22%

Does not include Medicaid payments for Huerfano County recipients which average \$1,524,751.00 per month

BUDGET 2024

PUB WLFR FND EXP

ACC#	2022 ACTUAL	2023 EST.	2024 REQ.
ADMINISTRATION			
ASSISTANCE PAYMENTS	166,699.43	212,831.05	231,957.51
SOCIAL SERVICE PROGRAMS PROGRAMS	2,129,349.25	2,094,263.57	2,376,834.03
TOTAL PUB WLFR			
FUND EXP	2,296,048.68	2,307,094.62	2,608,791.54
TOTAL REVENUE	2,786,362.54	2,935,990.04	3,147,719.94
FND BAL END OF YR	490,313.86	628,895.41	538,928,40

BUDGET 2024

PUB. WELFARE FND REVENUE

	2022 ACTUAL	2023 EST.	2024 REQ.
OTHER THAN PROPERTY TAX PROPERTY TAX COUNTY REVENUES	1,938,342.68 355,855.53 38,647.61	2,107,574.46 304,801.72 33,300.00	2,060,804.87 418,219.66 39,800.00
TOTAL PUB WELFARE			
FUND REV.	2,332,845.82	2,445,676.18	2,518,824.53
PRIOR YEAR SURPLUS*	453,516.72	490,313.86	628,895.41
TOTAL AVAIL. REV	2,786,362.54	2,935,990.04	3,147,719.94

Huerfano County

October, 4, 2023

401 Main Street Suite 201

Walsenburg, CO 81089

Dear Commissioner's,

The signed is a bid for work for the 611 gym project.

Work will include:

Drywall hanging

Tape & texture

2 on Pino

Painting interior walls & front exterior wall

Hanging pre-framed doors on interior

Huerfano County will purchase all material, and I will finish and install all material My bid for installation of all material and finish is \$3,000 payable at completion of job.

Thank you,

Ron Pino



MEMORANDUM

MEETING TYPE:	Board of County Commissioners Reg	ular Meeting	
MEETING DATE:	October 10, 2023		
ITEM NAME:	San Carlos Ranger District's Non-Mor	torized Trail Crew Letter of	
SUBMITTED BY:	Brittney Ciarlo, Emergency Manager		
SUMMARY:	The project would increase access to safety, facilitate positive recreation op overall benefit to wildlife and natural recreation at a landscape scale.	pportunities, and provide	
RECOMMENDATION:	The BOCC sign the Letter of Support District's Non-Motorized Trail Crew pr		
BACKGROUND:	San Carlos Ranger District is seeing an increase in recreational visitation in local areas increasing general maintenance and upkeep of trail systems. Approval of this project allows for one crew to be dedicated to non-motorized trail maintenance which will improve sustainability, as well as increase accessibility and an overall better recreational experience for the 2024 and 2025 summer seasons.		
BOARD ACTION TAKEN APPROVED	N: DENIED	□ OTHER	
SIGNATURE OF THE CHANOTES:	AIR:		

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

Board of County Commissioners



October 10, 2023

Colorado Parks and Wildlife State Trails Program 13787 U.S. Hwy 85 N. Littleton, CO 80125

Dear Non-Motorized Trail Grant Subcommittee:

Huerfano County would like to submit our support for the San Carlos Ranger District's Non-Motorized Trail Crew 2023 Grant Application. As trail advocates and public land stewards, we recognize the important non-motorized trail maintenance work this crew would perform, which is especially important given the increase in recreational visitation the local areas are experiencing.

We recognize the great work the San Carlos Ranger District performs to increase access to our public lands, improve safety, facilitate positive recreation opportunities, and provide overall benefit to wildlife and natural resources through managing recreation at a landscape scale. Due to the continued rise in use of all trails across the area, the general maintenance and upkeep of the trail systems is imperative to ensure the longevity of outdoor recreation opportunities. The San Carlos Ranger District is responsible for managing hundreds of miles of trail and having a crew dedicated to non-motorized trail maintenance will improve the sustainability of the trail, as well as increasing accessibility and providing a better recreational experience.

The local forest has been adversely affected by drought, insects, and disease. Many of the trees in the forest have declined rapidly in health and vigor, creating a heavy loading of fuels as well as many standing snags along trail corridors Much of the system could greatly benefit from drainage and tread repair in addition to overall corridor brushing, which could be accomplished if this grant were awarded

We hope you accept this letter of support to fund a non-motorized trail crew on the San Carlos Ranger District for the 2024 & 2025 summer seasons.

Thank You.

John Galusha Chairman

Health Care Provider Service Agreement Huerfano County Sheriff's Office

This Employment Contract (this "Agreement") dated this 12th day of September 2023 Between:

> Huerfano County Sheriff's Office 500 S Albert Street, Walsenburg, Colorado 81089

AND

Dee Lyons, RN, MSN, FNP

103 East Oak Street, Lamar, Colorado 81052

The Employer is of the opinion that the Employee has the necessary qualifications, experience, and abilities to give health care services and mental health services to the inmates of Huerfano County Jail.

The Employee will commence employment with the Employers in the Huerfano County on the 12th day of September. The Employee has a varied schedule to meet the needs of the Huerfano County Jail.

The job title of the Employee is Health Care Provider of the Huerfano County Jail.

The Employee will perform any and all duties as requested by the Employer that relate only to Health Care, MAT therapy and Mental Health to inmates in Huerfano County Jail.

The Employee agrees to abide by the Sheriff of Huerfano County rules, regulations, policies and practices.

The Employee provides medical assessment, diagnosis, and treatment for acute, chronic, and emergency care for inmates in the jail. This position is responsible for, but not limited to, the following:

	Ability to provide direct, in-person and/or telehealth patient care services to offenders.
	Ability to maintain professionalism in a complex environment.
	Excellent written and verbal communication skills.
	Ability to read and comprehend the English language.
□ writing	Ability to effectively communicate fluently in English and Spanish both verbally and in g.
	Excellent interpersonal skills with the ability to collaborate effectively with internal and external stakeholders.

Compensation paid to the Employee for services renders by the Employee as required by this Agreement will be a rate of \$125.00 per hour.

The Employee is required to work at the following places:

Huerfano County Jail in Walsenburg

Employer	00-18-33
Sheriff, Bruce Newman	Date
Arica Andreatta, Huerfano County Commissioner	Date
John Galusha, Huerfano County Commissioner	Date
Karl Sporleder, Huerrano County Commissioner	Date
Employee: Dee Lyons RN MSN FNP	9.18.2023

EMPLOYMENT CONTRACT MOU

Between

The Sheriff of Huerfano County, Bruce Newman

And

Celia Salazar Transition Coordinator Narcan Trainer

I. Purpose

This Employment Contract (EC) is entered by and between the Huerfano County Sheriff's Office (hereinafter referred to as HC) and Celia Salazar, (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.

III. Effective Date, Modification, and Termination

This Agreement shall become effective upon the signature of both parties for a 1year period commencing September 13, 2023, and terminating June 30, 2024. This is a contracted position and cannot be extended without funding. This EC may be 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 ten days (10) days in advance of the effective date of termination unless there is a critical failure to perform. In the event of termination, HC (i) direct Holdings to terminate the EC, or (ii) 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 HC 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.
- 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 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 Transition Coordinator and a Narcan Trainer and can change with notification to the parties:

The types of providers jails may subcontract with to deliver JBBS services are listed below:

- Case Management
- > Transition Plan
- Exhibit A Statement of Work for complete list of duties.

Transition Coordinator

A transition or treatment plan must be created for every individual who enters the program. The Transition coordinator provides inmates with resources to meet their identified needs and schedules all out-patient appointments in the community that are necessary to insure a smooth transition into necessary services.

- > Perform a needs assessment to determine what the individual requires to be successful.
- > Summary of the evidence-based continuum of services offered to individuals.
- > Frequency and duration of services offered.
- ➤ Incorporation of criminogenic risk factors in service and transitional case planning by counselors and or provider.
- > The individual's natural communities and pro-social support
- > A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration
- > A transition checklist and additional resources related to creating treatment and transition plans can be found on the JBBS website.
- > Benefits acquisition

- > Employment
- Housing
- > Out- patient behavioral health services
- > 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.
- > Report information in the OBH JBBS Civicor database.
- > Exhibit A Statement of Work for complete list of duties.
- > Find sober living for the inmate if possible

Naloxone (Narcan) Training Coordinator

Narcan is a proven tool in the battle against drug abuse and overdose death. When too much of an opioid medication is taken, it can slow breathing to a dangerously low rate. When breathing slows too much, overdose death can occur. Naloxone can reverse this potentially fatal situation by allowing the person to breathe normally again. (TN Department of Health).

- > Narcan Instructor Certification
- > Provide Narcan Instruction to Jail staff and JBBS staff.
- > Provide Narcan Instruction to inmates in HC.
- > Educate Inmates and Families on the use of Narcan.
- ➤ Educate Family on Signs and Symptoms of Overdose.

VI. Financial Considerations and Purchasing Card

Except where otherwise detailed in this EC, each party is responsible for its own costs. Any assistance provided by the HC 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).

Use the purchasing card to meet the needs of the inmates if available. Return the receipts of all transactions to Huerfano County Sheriff's Office. Purchasing Cards are issued to the transition coordinator responsible for making purchases on behalf of the organization. Using the card for large purchases needs to be submitted for approval to the provider and the coordinator. At least once a month, the card issuer sends a single electronic invoice to the organization (Huerfano County) detailing all p-card transaction totals, as well as a grand total.

VII. General Provisions.

A. Inspection. The HC Sheriff 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 of Sheriff 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 Catchment of Sheriffs 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 of Sheriffs shall have all other remedies available pursuant to 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 Sheriff 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 aver (state as a fact) that to their knowledge, no Catchment of Sheriffs 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. <u>Standard Workers' Compensation and Employer Liability</u> 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: <u>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:</u>
 - 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.

II. 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.

III. 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.

IV. Effect on Procedures and Laws.

All assistance provided under this EC must comply with applicable laws, regulations, and agency policies.

V. 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.

VI. 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.

VII. 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.

VIII. 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 conduct 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.

IX. 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.

X. 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.

XI. 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 numerous 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 September 13, 2023, and end on June 30, 2024.

The contractor shall be paid \$30.00 per hour and mileage reimbursed at the state rate. The contractor forms, and a detailed time sheet.	will include driving time when needed and will be responsible for submitting mileage
Employee Celia Salazar (Timi) Date	9-19-2023
Employer	9,19,00
Sheriff, Bruce Newman	Date
Arica Andreatta, Huerfano County Commissioner	Date
John Galusha, Huerfano County Commissioner	Date
Karl Sporleder, Huerfano County Commissioner	Date

EMPLOYMENT CONTRACT MOU

Between

The Sheriff of Huerfano County, Bruce Newman

And

Natasha Reifschnieder 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 Natasha Reifschnieder, (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, 2023 and terminating June 30, 2024. This is a contracted position and cannot be extended without funding. This EC maybe amended if mutually agreed upon, to change 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. 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.
- > Level of Service Inventory (LSI) 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 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. <u>Standard Workers' Compensation and Employer Liability</u> 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	License	License Type	License	Original Issue	Effective	Expiration
Number	Method		Status	Date	Date	Date
ACC.0998289		Certified Addiction Specialist	Active	01/19/2018	09/01/2021	08/31/2023

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 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 various 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 in July 1, 2023 and end on June 30, 2024.

The contractor shall be paid \$39.00 per hour. Plus, mileage when needed at state rate and driving time when indicated.

Natasha Reifschnieder, CAS	
Maney Winsor	Witness JBBS Coordinator
BY: Bruce Newman, Huerfano County Sheriff	
DATE: 09-19-2023	-
Arica Andreatta, Huerfano County Commis	ssioner Date
John Galusha, Huerfano County Commission	oner Date
Karl Sporleder, Huerfano County Commiss	sioner Date

Employment Contract

Between

The Huerfano County Sheriff's Office Bruce Newman, Sheriff

> And Nancy Winsor, RN, MSN JBBS Coordinator

I. Purpose

Employment Contract (EC) is entered by and between the Huerfano County Sheriff's Office, (hereinafter referred to as the "Contractor"), and Nancy Winsor, (hereinafter referred to as ("Subcontractor"), 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

The Contractor includes:

 Huerfano County, Sheriff Bruce Newman, or his designee from Huerfano County Sheriff Office with the physical address of 500 S Albert Street, Walsenburg, Colorado 81089.

III. Effective Date, Modification, and Termination

This Agreement shall become effective upon the signature of both parties for a time period commencing October 9, 2023, and terminating June 30, 2024. This is a contracted position and cannot be extended without funding. This EC may be amended if mutually agreed upon, to change 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 Contractor 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 Contractor agrees to fulfill the terms and conditions executed between the Contractor and the Subcontractor in the Employment Contract as follows:

V. Contractor Responsibilities.

The JBBS Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. The Behavioral Health Association (BHA) JBBS Program Manager will be available to attend periodic JBBS Program Coordination Group

meetings if requested, for assistance and support based on agency need. The JBBS Program Coordination group shall:

- Oversee program implementation.
- Make training recommendations.
- Measure the program's progress toward achieving stated goals.
- > Resolve ongoing challenges to program effectiveness.
- > Inform agency leaders and other policymakers of program costs, developments, and progress.
- > Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- Assist with policies, procedures, assessments of the JBBS program, identify problems within the program, monitor the implementation of medication assisted treatment (MAT) and evaluate outcomes.

The Subcontractor agrees to: Duties and Responsibilities can change with notification to the parties:

- > Work in tandem and comply with the state and county regulations.
- > Follow the standard operating procedures of the jail.
- > Attend seminars, conventions, and training sessions to help maintain effective services.
- > Serve as a liaison with the Sheriff and his staff with written communication and notification of changes or requirements by the BHA.
- ➤ Input client information and services data into the JBBS Database "Civicore" each month no later than the 15th of the month.
- > Submit monthly contract monitoring tool to the BHA no later than 30 days after the end of each month for the prior month's services, using the template provided by the BHA.
- Ensure that all JBBS clinical providers (mental health and substance use treatment staff) are licensed and in good standing with the Department of Regulatory Agencies (DORA) and will submit DACODS and CCAR data for all services offered in the jails.
- Submit to the BHA, as requested, any or all of the following: prevalence data, critical incidents, demographics, information, numbers of clients served, types and quantities of services delivered, number and percentages who successfully transition to community-based services, and program discharge outcomes.
- > Help to develop ECs for contracted service providers.

- > Attend JBBS meetings (quarterly workgroup and learning community).
- > Submit budget reports to BHA and collaborate with the county finance about spending.

The Contractor agrees to: Duties and Responsibilities can change with notification to the parties:

- > The Sheriff or his designee must participate in the JBBS Program Coordination Group. This program model approach will require regular meetings to discuss the program implementation and program effectiveness for each jail.
- > Provide support to the JBBS Program Coordinator to ensure the needs of the Huerfano County Jail detainees are being met by the resources and subcontracted service providers.
- > Oversee program implementation.
- Make training recommendations.
- Measure the program's progress toward achieving stated goals
- > Resolve ongoing challenges to program effectiveness.
- ➤ Inform agency leaders and other policy makers of program costs, developments, and progress.
- > Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- Submit prior to April 15th of each year, a work plan and budget for option letter renewal.

Skills and Specifications

- > Communicate empathetically and listen actively to foster collaboration with others.
- Navigate delicate topics in a tactful and productive manner to resolve disagreements and conflicts effectively.
- Manage the craft of providing constructive, thoughtful feedback and receiving feedback as a development opportunity.
- > Awareness of the legal norms, procedures, and operations of individual jails.
- > Effective time and risk management abilities.
- > Ability to work in coordination with the Sheriff, staff, community organizations and providers.
- > Ability to develop duties and program expectations.
- > Ability to run data queries, organize data, maintain the integrity of data, and ensure proper sorting and input of data.

JBBS Program Deliverables:

Deliverables for all JBBS programs are outlined below. All jails must submit the following.

- 1. **Annual Work Plan:** Each jail must submit an Annual Work Plan via email to cdhs_ibbs@state.co.us for approval by the BHA JBBS Program Manager by the end of business of the first working day of June each year, for the following state fiscal year contract period (June 30-July 1). A work plan template is provided at the end of this document.
- 2. **Annual Report:** Each jail must submit to the State the previous year's Annual Report by end of business on July 31, utilizing the JBBS Reporting Template provided by the BHA. The Annual Report must be submitted via email to cdhs jbbs@state.co.us.
- 3. Quarterly Meeting Attendance
- 4. **Data Entry:** All programs are required to submit data monthly to the JBBS Database "Civicore". The specific data fields required for input vary by program area and are listed in the sections below:

Data Submission

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
- The type and quantity of services provided, including the type and quantity of Medication Assisted Treatment services provided
- Number of individuals who successfully transition to community-based services upon release
- Program discharge outcomes and treatment status in community after discharge
- 5. Critical Incidents of Interest: A critical incident of interest is any significant event that results in bodily harm to an inmate involved in any aspect of the JBBS program, or any staff member working with that inmate. Jails must report any critical incident within 24

hours from the time the incident occurs by sending an encrypted email to: cdhs_ci_obh@state.co.us The e-mail must include:

- Date and time of incident
- Location of the incident
- The nature of the incident
- How the incident was resolved
- Name[s] of staff present
- Whether the incident resulted in any physical harm to the participant or any staff
 - 6. **Copy of Subcontract:** Each jail must submit a copy of any subcontracts via email to the BHA at cdhs_jbbs@state.co.us within 30 days of the subcontract execution. The subcontract will be evaluated to ensure they are compliant with the maximum rates established by the BHA.

VI. Financial Considerations.

Except where otherwise detailed in this EC, each party is responsible for its own costs. Any assistance provided by the Subcontractor 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 Contractor reserves the right to review the services provided hereunder by Subcontractor at all reasonable times and places during the term of this EC. If any services do not conform to the Statement of Work, JBBS or the Contractor may require the Subcontractor to perform the services again in conformity to the Statement of Work with no additional compensation. When defects in the services cannot be corrected by reperformance, then the Contractor may require the Subcontractor to take all necessary actions to ensure that future performance conforms to the Statement of Work, and equitably reduce the payments due to the Subcontractor to reflect the reduced value of the services. In addition, the Contractor shall have all other remedies available pursuant to 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 Huerfano County Sheriff venue for any action related to this EC shall be in the Huerfano County District Court.
- **D.** Attachments. All attachments (JBBS Deliverables, 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 an EC duly executed and approved.
- **F.** No Interest. The signatories aver (state as a fact) that to their knowledge, no Huerfano County Sheriff's Office 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. <u>Standard Workers' Compensation and Employer Liability</u> 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. <u>General and/or Personal Injury and/or Professional and/or Automobile Liability</u> (including bodily injury, personal injury and property damage) with the following coverage, depending on the policy.
- **K.** 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 Registered Nurse (RN) License in accordance with the Colorado State Board of Nursing

Diate De	Julu	T T TURBLES						
Nancy	RN	Colorado	License	Active	Unencumbered	Original	Expires:	Multistate
Lynn			Number			Issue:	9/30/2024	
Winsor			12753		,	12/12/2000		

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 (CORA). 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, including:

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 MOA 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 Department 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 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.

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 amount reasonably necessary to meet the purpose for which the CHI is to be used or disclosed.

XVI. Data Sharing Agreements.

The Huerfano County 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 Huerfano County 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 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 various 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.

The Subcontractor shall be paid \$51.24 per hour and will include driving time when needed and mileage reimbursed at the state rate. The Subcontractor will be responsible for submitting mileage forms, and a detailed time sheet.

This EC shall begin on October 9, 2023, and end on June 30, 2024 or when services are no longer needed.

Nancy Winsor, RN, MSN JBBS Coordinator	
Employer	10-05,2023
Sheriff, Bruce Newman	Date
Arica Andreatta, Huerfano County Commissioner	Date
John Galusha, Huerfano County Commissioner	Date
Karl Sporleder, Huerfano County Commissioner	Date

Hancy Winsas



MEMORANDUM

MEETING TYPE:	Board of County Commissioners Regul	ar Meeting				
MEETING DATE:	October 10, 2023					
ITEM NAME:	SHS Grant Spending Request					
SUBMITTED BY:	Brittney Ciarlo, Emergency Manager					
SUMMARY:	State Homeland Security grant focuses on projects benefiting Cybersecurity risks. This year we were approved \$37,139.23 in funds with no match expectation from the County. IT and Emergency Management have worked together to find several solutions to benefit the County as a whole in lowering our risk of potential Cybersecurity threats					
RECOMMENDATION:	I request the BOCC to approve both projects for MalwareBytes and Cyb Ready Business Continuity Planning, totaling no more than \$37,139.23.					
BACKGROUND:	The BOCC previously approved the State Homeland Security grant application request for a total of \$37,139.23 for CrowdStrike endpoint Cybersecurity. After further review, Huerfano County would not be able to sustain the software implementation after grant funds were exhausted. A scope change was submitted to utilize a more affordable company for the endpoint security and to move forward with a contractor to assist with department specific and organization continuity planning. Both the South Region and the State have approved the scope change and funds have been released for spending. Huerfano County is responsible for the upfront cost, but will be reimbursed at 100%, no match requirement.					
BOARD ACTION TAKE	N:					
APPROVED	DENIED	OTHER				
SIGNATURE OF THE CH NOTES:	AIR:	_				

Huerfano County Emergency Management

Quote Request: Business Continuity Plan Project



Prepared by:

Gonzales, Mark



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EXECUTIVE SUMMARY

Huerfano County Government recognizes the importance of business continuity planning to ensure that essential services can continue in the event of disruptions or disasters. The goal of this project is to develop a comprehensive Business Continuity Plan (BCP) that aligns with the Huerfano County Government's priorities and objectives. The estimated timeline for this project is 12 weeks and is based on the availability of Huerfano County staff to meet and to provide business-related information within the timeframe of the project.

This proposal includes a requirement for an onsite point of contact who will be available to address any questions or concerns that may arise during the course of the project.

QUOTE

Project total (tax included) = \$19,950.00

Payment Terms: Payment is due upon receipt of the invoice.

Make checks payable to: Cyber Ready, Inc. 518 Harrison Street Pueblo, CO 81004

	Agreed and ac	ccepted by:	
9/26/2023		_Mark D. Gonzales	
Client Representative / Owner Signature	Date	Mark D. Gonzales Owner Cyber Ready Inc. <u>Cyber Ready, Inc</u> . 518 Harrison Street Pueblo. CO 81004	Date

SCOPE OF WORK

The project will begin with a Risk Assessment. This assessment will identify potential risks and threats to Huerfano County's operations, including natural disasters, cyber-attacks, and other disruptions that may arise from the Huerfano County region. The results of the Risk Assessment will inform the development of the BCP.

Following the Risk Assessment, a Business Impact Analysis (BIA) will be conducted. The BIA will identify critical functions, resources, and dependencies for the Huerfano County Government, ensuring that the BCP prioritizes essential services and operations.

After the Risk Assessment, the following weeks will be dedicated to developing the BCP. This includes reviewing existing IT policies and procedures and incorporating them into the BCP where applicable, to ensure that the plan can effectively respond to disruptions or disasters.

The final weeks of the project will be focused on developing and testing the BCP. This will ensure that all stakeholders are familiar with the plan and can execute their roles and responsibilities effectively. This exercise will also help to identify any gaps in the BCP before implementation.

Overall, the development of a BCP is a critical step in ensuring that the Huerfano County Government can continue to provide essential services to its citizens in the event of a disruption or disaster. The estimated 12-week project timeline is an estimate, in which to develop a comprehensive and effective plan that meets the needs of the county.

DELIVERABLES

- ☐ Provide a **Risk Assessment report** that identifies risks to the organization that can disrupt operations. The goal of a risk assessment is to identify and prioritize risks so that appropriate risk management strategies can be developed to mitigate or minimize their impact. The risk assessment report will include information about:
 - a) The sources of risk.
 - b) The likelihood of occurrence.
 - c) The potential impact of each risk on the organization.
- □ Provide a **Business Impact Analysis report** that evaluates the organization's critical functions. It will identify the essential services and systems required to maintain business operations and assess the potential impact of disruptions to those functions. The BIA aims to prioritize critical functions so that appropriate business continuity strategies can be developed to ensure that essential services can continue in the event of a disruption or disaster. The BIA report will identify:
 - a) The criticality of each function,
 - b) Prioritization of the risks to address.
 - c) Provide a Recovery Point Objective (RPO) for each critical function.
 - d) Provide a Recovery Time Objective (RTO) for each critical function.
 - e) Review and make recommendations for existing software updates and maintenance schedules.
 - f) Review and make recommendations for existing data backup plans to ensure they meet organizational requirements.
 - g) Provide recommendations for free or low-cost network and endpoint services and tools.

- □ Provide a **Business Continuity Plan (BCP)** that will outline the strategies and procedures that an organization will use to ensure that essential business functions and operations can continue in the event of a disruption or disaster. The BCP will include the following key components:
 - h) Risk Assessment report section (listed above).
 - i) Business Impact Analysis report section (listed above).
 - j) Business Continuity Strategies section: This section outlines the specific strategies and procedures that will be used to ensure that essential business functions can continue in the event of a disruption or disaster. This includes an outline of an emergency response plan, alternate site arrangements, and systems data backup and recovery procedures.
 - k) Recovery and Restoration Procedures section: This section outlines the procedures for restoring normal business operations following a disruption or disaster. This includes reviewing existing procedures for restoring IT systems, communication networks, and other critical infrastructure and updating them to meet organizational objectives.
 - I) Communication Plan section: This section outlines the procedures for communicating with internal and external stakeholders, including employees, customers, vendors, and regulatory agencies.
- ☐ Provide a **customized Tabletop Exercise** that will test the overall BCP. This section includes:
 - m) A customized tabletop exercise to test the BCP,
 - n) An After-action report to identify areas for improvement, a matrix that identifies action items to strengthen identified weaknesses, and free and low-cost tools and services available to help with monitoring and response.
 - o) Recommendations for ongoing maintenance of the BCP to ensure that it remains effective over time.

Overall, a BCP is a critical tool for ensuring that an organization can continue to provide essential services and operations in the event of a disruption or disaster. It is a living document that should be regularly reviewed, updated, and tested to ensure that it remains effective over time.

OPTIONAL TRAINING ADD-ON

Optional: Online BCP training includes Online licensing for "Cyber Ready Business Continuity".

Cyber Ready Business Continuity is an essential course for organizations seeking to maintain operations during disruptions.

- In Introduction to Business Continuity Management 1.0, you'll learn the basics of business continuity management, including key terms and concepts and the requirements for ISO 22301 compliance. The module takes just 15 minutes to complete.
- In Business Continuity Management in Action 1.0, you'll learn a simplified process for creating and maintaining a business continuity plan, including how to conduct analyses, document a plan, test and implement it, and keep it current. This module takes 25 minutes to complete and covers key business continuity management terms and concepts, the six steps to effective planning, and how to test, implement, maintain and manage a business continuity plan.

(Optional) 20 licenses x \$65 per license = \$1,300.00. Online cyber training rates available at https://www.cyberready.one/

TIME FRAME

The **estimated** timeline for Cyber Ready to complete this project is 12 weeks and is based on the availability of Huerfano County staff for individual/group interviews, availability to provide historical data, workshops, emails, and questionnaires, and analysis of external factors that could impact the organization within the timeframe of the project.

The estimated start date: January 2024. The exact start date is TBD based on the availability of the Huerfano County Staff.

- 1. Risk Assessment
- 2. Impact Analysis
- 3. BCP Development

4. Tabletop Exercise to Test the BCP

FACILITIES, EQUIPMENT, AND OTHER RESOURCES

N/A

CYBER READY HOURLY RATES

- Specialty services: \$200.00 per hour if required in addition to base quote.
- Customized and in-person Cybersecurity training: \$150.00 per hour. (e.g. network monitoring, hardened Operating System images, Incident Response, Disaster Recovery, and Business Continuity Planning).
- > IT end-user technical support is \$125.00 per hour.

DISCLAIMER

Cyber Ready Inc. does not provide legal advice. While every effort is made to provide accurate and current information, laws change regularly and may vary depending on the state and/or the municipality your business operates in. The information provided by Cyber Ready Inc. is provided for information purposes and is not a substitute for legal advice or your professional judgment. You should review applicable federal, state, and municipality laws in your jurisdiction and consult with legal counsel as you deem necessary.

Page 1

Item 71.



SOLD-TO PARTY 10912142

HUERFANO COUNTY GOVERNMENT 401 MAIN ST STE 203 WALSENBURG CO 81089-2045

SHIP-TO

HUERFANO COUNTY GOVERNMENT ANTONY LUGINBILL 401 MAIN ST STE 203 WALSENBURG CO 81089-2045

We deliver according to the following terms:

Payment Terms: Net 30 daysShip Via: Electronic DeliveryTerms of Delivery: FOB DESTINATION

Currency : USD

Quotation

Quotation Number: 0226709833 **Document Date**: 27-SEP-2023

PO Number PO release:

Sales Rep : Dan Trivett

Email : DAN.TRIVETT@INSIGHT.COM

Telephone

Sales Rep 2 : Maggie Ehrgott

Email : MAGGIE.EHRGOTT@INSIGHT.COM

Telephone : +18002692523

Material	Material Description	Quantity	Unit Price	Extended Price
EDR12N50	MALWAREBYTES CENTRALIZED CLOUD-BASED MANAGEMENT SOLUTION FOR ENDPOINT REAL-PROTECTION WITH EDR FEATURES AND NGAV (WEB PROTECTION, HARDENING, EXPLOIT MITIGATION, APPLICATION BEHAVIOR, & LEARNING ANOMALY DETECTION). Coverage Dates: 06-OCT-2023 - 05-OCT-2024 STATE OF COLORADO NASPO VALUEPOINT SOFTW. CTR060025 / 178266)	80 ARE VAR(#	31.78	2,542.40
MPSNC12S01	MALWAREBYTES STANDARD SUPPORT Coverage Dates: 06-OCT-2023 - 05-OCT-2024 STATE OF COLORADO NASPO VALUEPOINT SOFTW. CTR060025 / 178266)	1 ARE VAR(#	0.00	0.00
			Product Subtotal TAX	2,542.40 0.00
			Total	2,542.40

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dan Trivett

DAN.TRIVETT@INSIGHT.COM

Maggie Ehrgott +18002692523 MAGGIE.EHRGOTT@INSIGHT.COM Fax 8664330064



Please respond to colorado@insight.com

Phone: 800-269-2523

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



HUERFANO COUNTY GOVERNMENT GRANT APPROVAL MEMORANDUM

Date: October 10, 2023

To: Huerfano County Board of County Commissioners

From: Carl Young, County Administrator

Re: Underfunded Courthouse Grant Application

Attachments: Application

Summary: This is a request to approve an application to the Underfunded Courthouse Program for a project to repair and enhance physical security at the Huerfano County Judicial Center. The total project cost is \$142,674 and we have requested \$71,337 from the Underfunded Courthouse program. We intend to apply for other grants to assist with the match.

Requested Motion/Action:

Motion to approve the application to the Underfunded Courthouse program in the amount of \$71,337 with a total project cost of \$142,674.

Grant Program: The responsibility for providing adequate courtrooms and other court facilities lies with the individual county governments. However, courthouses across Colorado are impacted by expanding caseloads, the allocation of new judges to the district, or the aging of existing courtroom facilities. These circumstances cause operational and safety impacts to the performance of judicial activities. In some areas, the necessary maintenance and improvements to the courthouse have been delayed or are hindered by the financial limitations of the county. The Judicial Branch worked with the General Assembly to create the Commission to assist these counties and ensure that the courthouses meet current safety standards.

The statute mandates that moneys from the Fund be made available to Counties through grants for:

- 1. Commissioning master planning services
- 2. Matching funds or leveraging grant funding opportunities for construction or remodeling projects
- 3. Addressing emergency needs due to the imminent closure of a court facility

Our Project:

Huerfano County and the 3rd Judicial District have worked together to identify security issues in the Huerfano County Judicial Center. Some of these project stem from errors in design or construction, while others were deemed necessary after a 2022 active shooter drill at the Judicial Center. After a long search for a qualified contractor the County has worked with Convergint to re-assess the facility and come up with a plan to address the security concerns at the facility. In accordance with County policy and grant rules the County's use of Convergint is through the Omnia Partners Purchasing Cooperative and was competitively procured for the Cooperative's use.

Alignment with County Objectives:

This project aligns with County goals around infrastructure and resiliency.

Financial Considerations:

The total cost of the project is \$142,674 and we requested \$71,337 from underfunded. The matching funds are included as capital outlay for the judicial center in the preliminary budget.

Background: In late 2021 the County received a letter from then-Chief Judge Leslie Gerbracht listing a number of security concerns in the Judicial Center. We responded by fixing as many of those concerns as the County could given staff knowledge and capacity. The County began looking for a contractor to complete the remaining scope and that search took the better part of a year and a half. We have since contracted with Convergint and are actively working with them to fix as many projects as possible with County funds and a previously awarded Underfunded Grant.

Signature of the Chair
Approved
Denied

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



HUERFANO COUNTY GOVERNMENT PROCUREMENT MEMORANDUM

Date: October 10, 2023

To: Huerfano County Board of County Commissioners

From: Carl Young, County Administrator

Re: Huerfano County Solicitation #2023-05: Engineering Services - Spanish Peaks

Airport Airfield Electrical Rehab Project

Attachments: RFP, Garver Proposal

Summary: On August 17th Huerfano County released RFQ 2023-05 to find an Airfield Engineer for our Electrical Rehab Project. The solicitation closed on September 18th and we received one application from Garver, our current airfield engineering firm. Having reviewed the application and finding it sufficient we request you approve the award of RFQ 2023-05 to Garver.

Requested Motion/Action:

Motion to approve the award for the Spanish Peaks Airport Airfield Electrical Rehab Project Engineering Services RFQ 2023-05 to Garver.

Background: On August 17th Huerfano County released RFQ 2023-05 requesting statements of qualifications and experience from consulting firms qualified and experienced in the field of airport engineering services. This solicitation covered a single project, an airfield electrical rehab project at the Spanish Peaks Airport. Only proposers having recent similar experience in airport projects were qualified to respond. Federal funds will be used to pay for part of the project cost while local and CDOT/Aeronautics funds will be used to fund the balance of project costs. The County conducted an open engineering selection process in accordance with FAA Advisory Circular 150/5100-14E § 1.4.2 Change 1.

Signature of the Chair
Approved
Approved with Changes
Denied

Request for Qualifications: Engineering Services- Spanish Peaks Airport Airfield Electrical Rehab Project

Huerfano County Solicitation #2023-05 August 17, 2023

Summary of Request

Huerfano County, Colorado (referred to herein as "Sponsor"), as owners of the Spanish Peaks Airport near the City of Walsenburg Colorado, is requesting statements of qualifications and experience from consulting firms ("Proposers") qualified and experienced in the field of airport engineering services. This solicitation covers a single project, an airfield electrical rehab project at the Spanish Peaks Airport. Only proposers having recent similar experience in airport projects should respond. Federal funds will be used to pay for part of the project cost while local and CDOT/Aeronautics funds will be used to fund the balance of project costs. Huerfano County (Sponsor) will conduct an open engineering selection process in accordance with FAA Advisory Circular 150/5100-14E § 1.4.2 Change 1. The consultant shall have experience working under the guidance of the Federal Aviation Administration (FAA) and have knowledge of all current environmental and other project-related requirements.

Submission Information

Written submissions for the supply of the services described herein will be accepted until **Monday, September 18, 2023 at 4PM MT**. Any proposal received after that time will not be considered.

Submitted materials must be emailed in PDF Format to Carl Young, County Administrator, administrator@huerfano.us

Procedural and technical questions are to be submitted in writing to Carl Young at cyoung@huerfano.us

Background

Spanish Peaks Airport is a general aviation airport located approximately 6 miles north east of the City of Walsenburg, Colorado. The contract issued to the successful consultant is subject to the provisions of Executive Order 112346 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Participation). DBE firms are encouraged to participate.

Requests for Clarification

Any requests for clarification of additional information deemed necessary by any proposer to present a proposal shall be submitted in writing by email to Carl Young, Huerfano County Administrator, at cyoung@huerfano.us.

Written requests for clarification must be received before **Friday, September 8, 2023 at 4PM MT**. Any requests received after this deadline will not be considered. All requests received before the deadline will be responded to, by the Sponsor, in the form of an addendum addressed to all prospective respondents.

Scope of Work

Basic engineering services are utilized in four distinct and sequential phases. Proposers are required to set out their qualifications and to propose the following scope of work.

- 1. PRELIMINARY PHASE: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including, but not limited to, the following:
 - a. Conferring with the Sponsor on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
 - b. Assisting the Sponsor in the preparation of necessary pre-applications, applications, and required documents for federal grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.
 - c. Planning, procuring, and/or preparing necessary surveys, field investigations, and architectural and engineering studies required for preliminary design considerations.
 - d. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost.
- 2. DESIGN PHASE: This phase includes all activities required to undertake and accomplish a complete project design including, but not limited to, the following:
 - a. Meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations, surveys, engineering, and engineering and environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications, and cost estimates.
 - e. Conducting a detailed value engineering analysis, if applicable, and requested.
- 3. BIDDING OR NEGOTIATION PHASE: This phase, at a minimum, involves providing plans, specifications, and all bid documents. The phase also includes assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.
- 4. CONSTRUCTION PHASE: This phase includes all basic services rendered after the award of a construction contract including, but not limited to, the following:
 - a. Providing consultation and advice to the Sponsor during all phases of construction.
 - b. Representing the Sponsor at pre-construction conferences.
 - c. Providing on-site construction inspection and management involving the services of a full-time resident engineer, inspector, or manager during the construction or installation phase of a project, and providing appropriate reports to the Sponsor.
 - d. Reviewing and approving shop and erection drawings submitted by contractors for compliance with the design concept.
 - e. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
 - f. Preparing and negotiating change orders and supplemental agreements.
 - g. Observing or reviewing the performance tests required by specifications.
 - h. Determining payment amounts to contractors, and assisting Sponsor in the preparation of payment requests for amounts reimbursable from grant projects.
 - i. Conducting wage rate reviews of certified payrolls.

- j. Making final inspection and submitting a report of the completed project to the Sponsor, including "as-built" drawings.
- 5. Proposers may be required to provide other technical services or subcontract with third party individuals or companies for such services. Technical services include, but are not limited to, the following:
 - a. Soils investigation, including core sampling, laboratory tests, related analyses, and reports.
 - b. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 - c. Land surveys and topographic maps.
 - d. Field and/or construction surveys.
 - e. Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.
 - f. Assist Sponsor in preparing equipment (i.e. snow removal, Airport Rescue and Fire Fighting, etc.) specifications for procurement purposes.

Contents of Statement of Qualifications:

Proposers interested in the provision of engineering services to accomplish the proposed projects should limit their Statements of Qualifications to 15 pages, exclusive of cover letters or letters of transmittal containing introductory language only. The Statement of Qualifications should include:

- 1. The capability of the proposer to perform all aspects of the project.
- 2. Reputation: an explanation of the proposer's reputation including key personnel.
- 3. Ability to meet schedules within budget, please describe.
- 4. Approach to proposed projects and assurance that DBE goals can be met.

Proposals must contain the name, address, and daytime telephone number for contact persons to whom additional selection process requests should be communicated.

Following the selection process, the proposal for the selected Proposer shall be made available for public review, except for any items that Proposer has requested, in writing, to remain confidential under applicable law.

Selection Process

Selection will be made through a four-step process. The Sponsor reserves the right to select a qualified proposer without holding interviews. The scoring in the first two steps is cumulative. If it is determined that interviews are not to be held, the scoring will be based on the first two steps – Review of Proposals submitted, and Fee Proposal. The process for selection and award of the Professional Contract for Services will be as follows:

Step One	Review and scoring of Proposals submitted
Step Two	Interviews (if required)
Step Three	Selection of successful proposer, negotiation of Professional Contract for Services
Step Four	County Commissioner approval of Professional Contract for Services

Anticipated Timeline

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

Step	Date	Selection Process	
One	August 17, 2023	Request for Proposals Issued	

	September 8, 2023	Questions may be presented prior to this date.
	September 18, 2023	Proposals due at 4:00 p.m., Mountain Time.
	September 20, 2023	Board Review of Proposals
	September 22, 2023	Notifications of Interviews (if required).
Two	Week of October 2, 2023	Interviews conducted (if required).
Three	Week of October 9, 2023	County notifies selected proposer.
Four	October 24 , 2023	Professional Contract for Services executed.

Step 1: Review of Proposals

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

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

Criteria	1	Points
1.	Capability to perform all aspects of projects and recent experience in airport projects comparable to the proposed task(s).	30 Points
2.	Reputation and professional integrity and competence.	20 Points
3.	Capability to meet schedules or deadlines within budget.	20 Points
4.	Quality of previous airport projects undertaken.	25 Points
5.	Familiarity with Sponsor and project location.	25 Points
6.	Understanding the airport.	20 Points
7.	Approach to proposed projects.	30 Points
Total		170 Points

Total 170 Points

Step Two: Interviews (if required)

- If the Sponsor determines that interviews are necessary, interviews will be conducted for the
 purpose of determining which of the proposers is the most highly qualified for the Contract;
 which proposer has the personnel best able to complete the scope of services; and which
 proposer most fully understands and is able to perform the work envisioned by the Sponsor.
- 2. Key personnel from proposing firm or individual to be assigned to the project are required to be present and participate in the interview.

Step Three: Selection of Successful Proposer and Negotiation of Professional Contract for Services

1. After the successful proposer is selected, the Sponsor will negotiate a Professional Contract for Services.

Step Four: County Commissioners Approval of Professional Contract for Services

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

Selection and Contracting Provisions

Process Conducted Under FAA Rules

The selection process will be in strict accord with Federal Aviation Advisory Circular 150/5100-14E, Change 1, Section 2.7 and, 2.9, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects and 49 C.F.R., Part 18.

Fees will be negotiated for projects on a task order basis as grants are obtained. The cost or fee information is not to be submitted with this proposal, AC 150/5100-14E-Change 1, Section 2.4.

A shortlist may be developed from submittals received. Consultants on the shortlist may be asked to attend an interview before the final selection is made. A schedule of fees will be negotiated with the selected consultant for the services to be performed under the initial FAA or other grant or grants. Subsequent fees will be negotiated on a task order basis as additional grants are obtained.

Notifications

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

- Selection of short-listed proposers for interviews (if required);
- Proposers not short-listed;
- Selection of recommended proposer; and County Commissioner approval.

Conflicts of Interest

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

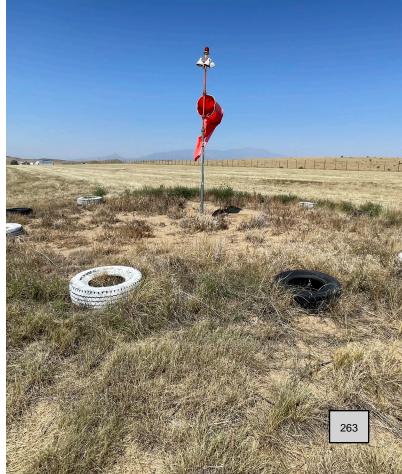
STATEMENT OF QUALIFICATIONS

Engineering Services— Spanish Peaks Airfield

Airfield Electrical Rehab Project

Huerfano County Solicitation #2023-05
September 18, 2023







September 18, 2023

Huerfano County

Carl Young, County Administrator 401 Main Street, Suite 201 Walsenburg, CO 81089 **POINT OF CONTACT**

Jake Hoban, PE One Denver Technology Center 5251 DTC Parkway, Suite 420 Greenwood Village, CO 80111

> 719-761-7688 JMHoban@GarverUSA.com



RE: Huerfano County Solicitation #2023-05: Statement of Qualifications for Airfield Electrical Rehabilitation Project

Dear Mr. Young,

Garver has now been performing as the On-Call Airport Engineer for Huerfano County's Spanish Peaks Airfield for over two years, and we are grateful for the successful project we helped you achieve last summer. The Airfield Pavement Maintenance project was critical to increasing the longevity of your asphalt pavement surfaces for years to come. The new tie-down anchors will also provide stable parking for visiting aircraft and have eliminated a plowing hazard with the removal of the cable system. Garver was able to bring this project in ahead of schedule and under budget with a thorough set of drawings and specifications and effective communication with all parties. Our team will deliver this same level of service for the upcoming Airfield Electrical Rehab & Improvements Project.

While Garver was on site planning for the 2022 project, we noticed some compliance issues with the main runway threshold lights and were notified about ongoing challenges associated with the existing lighted wind cone. We recommended that the County consider an electrical project to correct non-conformance items, rehabilitate, and improve specific elements within your airfield electrical system. The items include the quantity, placement, and location of light fixtures, a lack of Runway End Identifier Lights (REILs), a damaged circuit at the wind cone, and a segmented circle made of painted tires. We also noticed the failing blast pad pavement, and the service road that enters from the northwest at an unsafe angle and location. Garver intends to help Huerfano County correct these safety concerns with the available BIL program funding.

As you plan for the upcoming Electrical Rehab & Improvements Project at the Spanish Peaks Airfield (4V1), rest assured that Garver will maintain the same approach that led to you selecting us two years ago. Garver remains your dedicated partner led by the same project manager and GA airport-focused team that includes airfield electrical engineers.

Our team offers an unmatched combination of skills and experience to assist Huerfano County in implementing this electrical project. Garver is unique in that we have an electrical engineering team that works exclusively on airfield electrical projects.

We don't need to bring in a teaming partner to complete any element of this design—they're already a part of our team, they have detailed knowledge about why this project is needed and what improvements will be made, and they understand the volatile nature of electrical equipment





costs based on airfield electrical experience throughout the nation. To demonstrate their capabilities: in the past five years, our aviation electrical team has worked on over 120 airfield lighting projects.

Garver has helped maximize funding opportunities and guide decisions that benefit 4V1 and Huerfano County. As we continue to work with you to develop and refine your airport CIP, we have already demonstrated the ability to maximize your BIL funding opportunities through this upcoming project and with our plan to use the remainder of the BIL funding on your upcoming teacup taxiway project in 2026. Garver commits to help you complete the design and oversee the construction for your upcoming electrical project. We have

the BIL funding on your upcoming teacup taxiway project in 2026. Garver commits to help you complete the design and oversee the construction for your upcoming electrical project. We have already reached out to potential contractors to understand the potential challenges and anticipated construction durations for this project, and we will increase our contractor outreach during the bidding phase to drive interest in your construction projects to keep bid prices reasonable.



Huerfano County can depend on your Denver-based project management team of Project Director Jake Hoban and Project Manager Mario Maraccini to be proactive in communication and project implementation. Our experience at your airport over

the last two years means we have eliminated a potential learning curve that any other consultant would experience in trying to facilitate this project. It is our goal for this project to be designed and put out to bid by January 2024, awarded by March 2024 (pending an FAA grant offer), and constructed in the spring/summer of 2024 once materials have been procured. We are ready to move forward seamlessly and initiate a pre-design meeting if selected by you and the Board of County Commissioners.

We are committed to serving as your project management team to facilitate your upcoming Airfield Electrical Rehab Project. In addition to this local commitment, Garver's expertise throughout the country provides the support and resources to the upcoming project at Spanish Peaks Airfield. We would be honored to serve Huerfano County and ask that you select Garver.

Sincerely, **GARVER**

Jake Hoban, PE Project Director Mas Mass

Mario Maraccini, El Project Manager

WHY GARVER?



TEAM LEADERSHIP AND EXPERIENCE

Our extensive work in all aspects of general aviation airfields instills in our engineers the perspective that make sure every detail is addressed while maintaining an eye on the big picture.



RELATIONSHIPS

The Garver Team consists of leaders in the Colorado aviation community who have established relationships with CDOT and the FAA and will help maximize funding to benefit Huerfano County.



PERSONAL COMMITMENT

No team better understands the County's needs or will be more dedicated and responsive to the Spanish Peaks Airfield.





CAPABILITY

CAPABILITY OF THE PROPOSER TO PERFORM ALL ASPECTS OF THE PROJECT



GARVER'S AVIATION ELECTRICAL EXPERTISE

Our team has worked on more than 450 airfield electrical projects at 140 general aviation airports, ranging from airfield runway and taxiway reconstructions and lighting projects to critical landside and infrastructure projects. We offer a tremendous advantage: airport engineers who also know the national airport/airspace system from a unique perspective as pilots. We also understand the importance of accommodating airport clients' needs and concerns during construction observation and project closeout. We are proud to be consistently ranked as one of the

top 125 design consultant firms and one of the top 25 aviation firms in the United States by Engineering News-Record. Unlike the "big firms" that make up this list, nearly 80% of our clients are general aviation airports just like Spanish Peaks Airfield.

We not only plan, design, and oversee the construction of landside and airfield facilities; we also personally use them as passengers and pilots. Garver has airport design insight our land-bound competitors cannot match.

■ COMMUNICATION AND **RESPONSIVENESS**

We understand that rapid response and on-site communication will be critical elements in addressing your project needs. We are confident that our team will provide the most relevant experience, technical expertise, and cost-effective means of executing your project goals. With some large firms, you may only come to know a name on a page. However, with Garver, the same personnel who manage and design your projects will be engaged throughout the project's undertaking.

Our project communication plan for Spanish Peaks Airfield includes five elements (shown to the right) that enable us to provide quality customer service that is clear, collaborative, and proactive in solving your problems.



(D) COMMUNICATION PLAN

ESTABLISH A PROJECT EXECUTIVE TEAM

The project executive team will be comprised of the Huerfano County Administrator, Road and Bridge Superintendent, and other key stakeholders.

SET GOALS

We will help identify project goals, including decision process, scope, and schedule.

HOLD BI-WEEKLY PROJECT MEETINGS

These bi-weekly project update meetings with the project executive team will include discussions of near- and long-term milestones.

HOLD PROJECT PHASING MEETINGS

These phasing meetings will include discussions with stakeholders from the airport, the FAA, and tenants.

HOLD DESIGN REVIEW MEETINGS

We facilitate meetings with the project executive team and review agencies to emphasize clarity and understanding. This saves the County money and time.



THE GARVER TEAM OFFERS AN UNMATCHED COMBINATION OF SKILLS AND EXPERIENCE TO ASSIST HUERFANO COUNTY IN IMPLEMENTING PROJECTS.





CAPABILITY TO PERFORM SERVICES

From design kick-off to bid opening to construction and project closeout, Garver has the capability to provide support for every stage of your airport improvement projects. Our Aviation Team has a unique blend of talent and a wealth of resources that enable us to meet critical project schedules while maintaining high standards for quality design. Garver's Aviation Team, including your project manager, Jake Hoban, PE, has completed 20+ projects in Colorado over the past five years. Our team has the capability and capacity to tackle a wide variety of challenges and can tailor your projects to your needs and goals.

At Garver, we pride ourselves on providing exceptional service to our clients and responding to their needs quickly. Our aviation staff includes the right mix of experienced professionals needed to accomplish your project goals, plus the support personnel available to help your projects run smoothly. Our partner firms also provide experts in their fields. Together, we can complete any project the County desires for Spanish Peaks Airfield.

PREPARING FOR A SUCCESSFUL PROJECT

Our team will never leave the success of a project to chance. We have proven, project-tested processes that Jake will manage to successfully deliver results.

Building a Successful Team

Before we are selected for a project, we prepare for its success by selecting experienced and diverse team members, as we have done for 4V1's upcoming projects. Your project manager, Jake Hoban, PE, will be the single point of contact for Huerfano County and for project stakeholders.

Scope of Work

Garver understands that each project's scope of work will progress and evolve through the four major phases identified to the right. We are experts at managing these phases and will provide these services for each of your upcoming projects. Through our teaming partners, we are capable of providing the other technical services that may be needed in association with your planned projects or other projects that may arise.

1 Preliminary Phase

Garver understands how to bring together the client and design team to develop a sound course of action for a project, complete with a list of specific goals, deliverables, tasks, and deadlines. For each project, our design team holds a project kickoff meeting with the client to build rapport, identify critical success factors, and define quality control procedures.

2 Design Phase

Our dedicated aviation engineers and technicians provide expertise on complex projects with multiple constraints and accelerated schedules. This provides 4V1 a team with the skills and expertise to deliver challenging, complex projects on time and within budget and the flexibility to deliver smaller and less complex projects in a more cost-efficient manner.

Bidding or Negotiation Phase

Garver provides bidding and award assistance in accordance with state bid law requirements, including writing and circulating advertisements, attending pre-bid meetings and bid openings, and providing analysis of the bids and award recommendation. Garver will formulate and execute all airfield projects to align with current FAA and CDOT regulations.

4 Construction Phase

The construction phase is where all the planning and design comes to fruition, and it is also where the majority of project headaches can arise. We coordinate with airfield users and tenants to maintain access and handle countless details before the new improvements are opened to the public. The Garver Construction Services Team has the experience and ability to handle all of your project needs during each phase of construction. Our qualified staff will work as a part of your team, making certain you are kept informed of the project's progress.





REPUTATION

EXPLANATION OF THE PROPOSER'S REPUTATION INCLUDING KEY PERSONNEL

+

2

At Garver, our reputation is built upon our core values, our dedication to quality work, and our outstanding staff. Garver operates on four core values—honor, integrity, respect, and trust—and our staff strives to meet these standards in every activity that we pursue, from communicating with clients, contractors, and stakeholders to pursuing the highest quality result in every project.

We support these values by building core competencies among our team members in performance, professionalism, teamwork, accountability, awareness, communication, and passion. Garver is dedicated to outstanding competence and professionalism, and we have a record of providing responsible cost control, quality planning and design, and responsive management.

Additionally, Garver has long been praised for its workplace culture that includes a competitive pay structure and employee benefits, commitment to employees maintaining a work-life balance, and a leadership team that is responsive to employee feedback. Garver is regularly included on Zweig Group's Hot Firm List, which ranks the top 100 fastest-growing architecture, engineering, planning, and environmental consulting firms in the United States. Garver has been recognized by Zweig Group as a Best Firm to Work For seven consecutive times, ranking each time among the top three in the industry. The list recognizes outstanding workplaces at A-E consulting firms across the country based on benefits offered and employee satisfaction.

Garver works hard to maintain our reputation for everything we do—from assisting with project funding applications, to meeting project deadlines, to developing innovative construction techniques. We know that "good enough" never is, and we work toward excellence in all we do. Garver has enjoyed working with a long list of clients over the years, including some clients with whom we have worked for decades. That kind of longevity and level of repeat business does not just happen—it is the result of good work, designs completed on time and within budget, and providing our clients the care and service they deserve.

We recognize that our reputation is not based on what we say about ourselves, but on what our clients and peers say about us. We encourage you to contact any of our clients whose information is provided in this statement of qualifications. Resumes of key personnel are provided on the following pages.

ENR nee

Engineering News-Record

2023

TOP 500

Design Firms

#96 Nationwide

TOP 25

Aviation Firms

#15 Nationwide







DBE

With management experience gained from successfully completing hundreds of aviation projects, Garver is uniquely qualified to perform nearly all the tasks for the proposed projects at 4V1. However, for this contract, we have augmented our team with local and regional experts to complement our in-house planning, engineering, and construction management disciplines. These respected subconsultants will serve as a cohesive extension of the Garver staff, adding tangible value to the overall Garver Team and the deliverables we provide to 4V1 and Huerfano County.

Yeh & Associates, Inc. is a DBE full-service geotechnical engineering and construction management firm established in 1999 and based in Denver, Colorado. Yeh & Associates specializes in field investigations

for geotechnical engineering recommendations, quality assurance/control construction testing and inspection, and management services. Their aviation division has experienced steady growth over the last several years, providing services to airports across Colorado. During the past three years, Yeh & Associates has completed geotechnical and construction material testing services on over \$20 million in Garver Aviation projects in Colorado. Additionally, they have completed runway and taxiway projects at airports across Colorado. As a DBE firm, they understand the importance of meeting your DBE goals and plan to work with a DBE drilling services firm to ensure that your goals are met. They also

understand the importance of same-day results on an asphalt project and plan to provide a

fully equipped mobile laboratory for construction to allow soils, asphalt, and concrete

SWCA ENVIRONMENTAL CONSULTANTS

testing to be performed right at the project site.

SUBCONSULTANTS

SWCA Environmental Consultants (SWCA) is an employee-owned company of cultural and natural professionals who specialize in federal, state, and local resource permitting, compliance, and management. With locations along the

Front Range and the Rocky Mountains, SWCA delivers highly credible data and analysis and reliable, cost-effective solutions. SWCA is able to assist airport sponsors with the necessary documentation and studies to satisfy the requirements of the NEPA Act and can evaluate the impact of a proposed improvement to aid the FAA in determining whether a categorical exclusion is appropriate or if an environmental assessment is necessary. Their staff can also conduct the required studies associated with federal, state, and location regulations as well as provide services for wildlife hazard assessments, wildlife hazard management plans, and airport wildlife hazard training.

WILSON &COMPANY **Wilson & Company** provides a full spectrum of planning and design services built on reliable, trustworthy, and proven expertise. From operational assessment to strategy, and from design to implementation, Wilson &

Company helps clients solve complex problems. Their spectrum of expertise covers survey and mapping, engineering, architecture, planning and environmental services, and construction management. They help identify, select, and implement secure, cost-effective solutions that drive clients' business strategies. They go beyond traditional transactions, and offer an integrated, mutually beneficial approach for consulting service excellence. Wilson & Company provides comprehensive survey, geospatial, and remote sensing services to meet clients' specific needs and deliver quality professional services.





ORGANIZATIONAL CHART

Figure 1 provides an organizational chart of the Garver Team that will be working with the Huerfano County. We have also provided resumes with more detailed information about our key personnel's experience and expertise. The Garver Team is organized to provide the needed expertise and responsive service you require. Our Team will initiate, oversee, and complete your airfield projects while following the procedures, guidelines, and criteria dictated by your airport and the FAA.

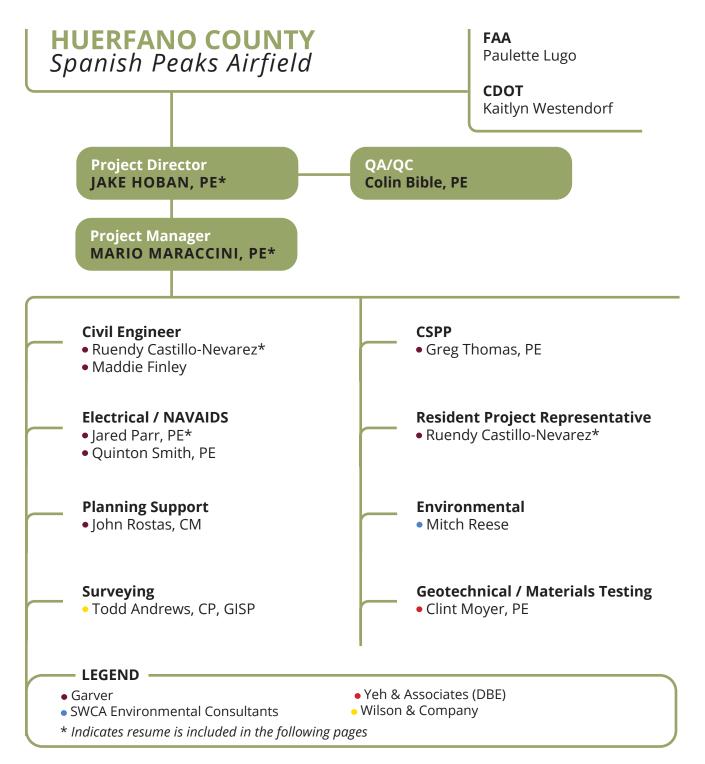


Figure 1: Organizational Chart of the Garver Team









EducationBachelor of Science, Civil Engineering

RegistrationProfessional Engineer, CO, 0040720

Affiliation American Society of Civil Engineers

JAKE HOBAN, PE

Project Director

Jake Hoban is an aviation project manager at Garver. As a native of Colorado and Colorado School of Mines graduate, Jake has acquired experience working at 21 airports throughout



the state. During this time, he has earned the trust of his clients by demonstrating exceptional responsiveness, in-depth knowledge of airports, and an understanding of the project's challenges, which enables him to implement practical, cost-effective solutions. His passion for serving rural airports and their communities was developed as he began to understand that the majority of airports in rural locations exist to serve vital general aviation operations, such as agricultural, medivac, business, tourism, and recreation. Jake also understands that rural municipalities must maximize their resources, including staff. It's not uncommon for a public works director or county administrator to serve as the airport manager and have to work with both county leadership and the customers who use the airport. Performing as an extension of your staff, Jake will manage every facet of the development, maintenance, and improvement of your airport. From grant administration to the coordination of design, bidding, and construction observation, client satisfaction is Jake's top priority.

PROJECT EXPERIENCE

Spanish Peaks Airfield | *Airfield Pavement Maintenance* (Huerfano County, CO)

Project manager providing design, bidding, and construction phase services for pavement rejuvenation throughout the entire airfield. Improvements include crack seal and repair, seal coat, and placement of new pavement markings to runway, along with taxiway and apron pavements.

Steamboat Springs Airport | *Runway 14-32 Rehabilitation* (Steamboat Springs, CO) Project manager responsible for design and management of all project elements. The project design included a three-inch mill and overlay of Runway 14-32 and Taxiways B and P, as well as rehabilitation of the high intensity runway edge lights and installation of a new PAPI-2 unit and other NAVAID improvements.

Cortez Municipal Airport | *Terminal Parking Rehabilitation* (Cortez, CO)

Project director for design phase of rehabilitation of terminal parking lot and construction of paved overflow parking lot. Project elements include a new passenger drop-off area, conversion of the existing lot to implement paid parking, ADA accessibility improvements, increased parking capacity, and improved circulation.

Sterling Municipal Airport | *Rehabilitate and Extend Runway 15-33 and Taxiway A* (Sterling, CO)* Project manager for rehabilitating the 4,300-foot concrete runway. The concrete was rubblized and used for base course material beneath new asphalt pavement within the existing pavement footprint, and a new asphalt pavement section was designed for the 900-foot runway and taxiway extension on the 33 end. The runway and taxiway extension area required nearly 80,000 cubic yards of fill to build up the existing surface.

Monte Vista Municipal Airport | *Apron Expansion and Construction of Partial Parallel Taxiway and Connecting Taxiways* (Monte Vista, CO)*

Project manager for the construction of a 4,500-square yard asphalt apron expansion and 880 feet of new 25-foot taxiways and taxilanes. The project required 4,500 cubic yards of excavation and a unique drainage system without pipes.

*Indicates Jake Hoban's experience prior to joining Garver







Item 7n.



EducationBachelor of Science, Civil Engineering

RegistrationProfessional Engineer,
CO, 0063192

Affiliation American Society of Civil Engineers

MARIO MARACCINI, PE

Project Manager

Mario Maraccini is a Project Engineer on Garver's Aviation Team with four years of experience. His responsibilities include grant application and coordination, civil design, plan



and specification preparation and oversight, client contact, quality control reviews, construction management, coordination with the project owner, contractors, and project closeout. Additionally, Mario has experience serving as an owner's representative for a large airport improvement program at Memphis International Airport, where he was responsible for construction management, quality assurance, and conducting design reviews.

PROJECT EXPERIENCE

Spanish Peaks Airfield | *Airfield Pavement Maintenance* (Huerfano County, CO) Project engineer assisting with design, bidding, and construction phase services. Overseeing the rejuvenation of pavement throughout the entire airfield consisting primarily of crack seal and repair, seal coat, and placement of new pavement markings to runway, taxiway and apron pavements. In addition, a tie-down cable system will be replacing in-pavement tie-down anchors and markings.

Grand Junction Regional Airport | *Runway 12-30 Relocation Program Management* (Grand Junction, CO) Project engineer assisting with the program's engineering firm, the owner, and numerous stakeholders for the phased construction of a new runway parallel to the existing Runway 11-29. The scope includes temporary and permanent NAVAIDs relocation, major earthwork, drainage, pavement section construction, and utilities. Also responsible for coordinating to minimize impacts during opening and closure of runways and to establish efficient phasing related to neighboring and overlapping projects.

Steamboat Springs Airport | *Runway 14-32 Rehabilitation* (Steamboat Springs, CO) Project engineer assisting with construction administration on a project to rehabilitate Runway 14-32 and Taxiways B and P. The project design included a three-inch mill and overlay of Runway 14-32 and Taxiways B and P, as well as rehabilitation of the high intensity runway edge lights and installation of a new PAPI-2 unit and other NAVAID improvements. The project included a new haul road for phasing needs and millings storage, and a water quality basin will be installed in Spring 2023.

Grand Junction Regional Airport | *Runway 4-22 Rehabilitation* (Grand Junction, CO) Project engineer for Runway 4-22 rehabilitation, which includes a three-inch mill and overlay of the runway and all Taxiway C connectors, plus full-depth replacement of the portion of Taxiway A between the Runway 4-22 hold line and the edge of the runway. Project also includes design for replacement of the Runway 4-22 edge lights and installation of taxiway edge lights for each of the Taxiway C connectors.

Steamboat Springs Airport | *Terminal Area Improvements* (Steamboat Springs, CO) Project engineer for terminal area improvements that include rehabilitating and reorienting existing parking lot; implementing increased parking capacity, revised islands, and accessible routes; widening access road and providing new airfield access at south end; relocating/realigning AOA fencing and gates; utility relocation; and paving additional public access area and fuel truck access.





Item 7n.



EducationBachelor of Science,
Civil Engineering

RUENDY CASTILLO-NEVAREZ

Civil Engineer / Resident Project Representative

Ruendy Castillo-Nevarez is a project engineer on Garver's Colorado Aviation Team. His responsibilities include designing, modeling, and drafting plans for airport improvements. These improvements include



aprons, runways and taxiways. He also has experience coordinating with subconsultants, developing cost estimates, and forecasting. Since joining Garver in 2021, Ruendy has worked on airfield improvement projects at seven airports in Colorado, including the recent Airfield Pavement Maintenance project at Spanish Peaks Airfield.

PROJECT EXPERIENCE

Spanish Peaks Airfield | *Airfield Pavement Maintenance* (Huerfano County, CO)

Project engineer and RPR responsible for creating plan set sheets and performing RPR services as well as construction inspection. Gained extensive working knowledge of the 4V1 airfield and infrastructure as well as how operations are handled. Also developed strong working relationships with staff and airport management.

Steamboat Springs Airport | *Runway 14-32 Rehabilitation* (Steamboat Springs, CO)

Project engineer responsible for providing construction management services, including coordination with contractors; completing certified payroll and submitting payroll applications; reviewing testing and confirming compliance with design plans; reviewing all submittals; and tracking quantities. Also completed plan set revisions in the middle of the project and created final construction report.

Cortez Municipal Airport | *Terminal Parking Rehabilitation* (Cortez, CO)

Project engineer responsible for creating all plan sets and specifications for terminal parking rehabilitation in compliance with CDOT standards.

Astronaut Kent Rominger Airport | *Pavement Rehabilitation and Taxiway Construction* (Del Norte, CO) Project engineer responsible for creating plan sets and specifications according to FAA and CDOT standards for CDOT-funded project to rehabilitate various sections of airfield pavement. The project was completed in three phases: 1) runway overlay; 2) taxiway/apron pavement rehab; 3) construction of a new taxiway.

Denton Enterprise Airport | *Runway 18-36 Rehabilitation* (Denton, TX)

Project engineer responsible for creating plan sets for the first phase of this project to rehabilitate and reconstruct the runway. Also assisted with developing complex CSPP to prevent closing all airfield pavements and accommodate airport operations.

Grand Junction Regional Airport | *Runway 4-22 Rehabilitation* (Grand Junction, CO) Project engineer responsible for reviewing submittals and quantities for construction phase services to rehabilitate Runway 4-22.

OTHER EXPERIENCE

- Steamboat Springs Airport Hangar Development (Steamboat Springs, CO)
- El Paso International Airport Taxiways K1 and K2 Reconstruction (El Paso, TX)
- Colorado Air and Space Port Taxiway R3 Extension (Denver, CO)





Item 7n.



Education

Bachelor of Science in

Electrical Engineering

RegistrationProfessional Engineer, CO, 0055651

AffiliationIlluminating
Engineering Society

JARED PARR, PE

Electrical / NAVAIDs

Jared Parr is Garver's Aviation Design Center Leader with 11 years of experience. As a licensed pilot with 117 hours of logged flight time, Jared brings a valuable perspective to



designing and constructing lighting systems and navigation aids (NAVAID). He understands the importance of designing lighting systems that meet the needs of pilots while also adhering to FAA design requirements. He is able to draw on his experience from not only the airports that Garver works with, but also the airports he has engaged with as a pilot, giving him a unique perspective for providing creative solutions for airfield lighting. His airfield project experience includes over 115 runway and taxiway lighting projects at 63 airports nationwide.

PROJECT EXPERIENCE

Grand Junction Regional Airport | *Run-Up Apron and West Terminal Apron* (Grand Junction, CO) Electrical engineer and engineer of record responsible for leading the design team for the design and construction of the run-up pad and west terminal apron project. This project included the design of a new run-up apron as well as the reconstruction of the terminal apron and glycol recovery system. Electrical and lighting components of this project included taxiway edge light design, guidance signage layout, and airport home-run duct bank layout. In addition, this project included the design of a glycol recovery system that included electrical controls, monitoring, and status capabilities that integrated with the airport's existing systems.

Fort Worth Meacham International Airport | *Airfield Electrical Improvements* (Fort Worth, TX) Electrical engineer responsible for writing a technical report for the airport to address electrical upgrades and improvements. The intent of the report was to be used as a CIP planning document for identifying projects for the following five years. A narrative, estimated cost, and schedule were included for each project in the report. This report also included a recommendation to replace a 15 year old ALCMS system to an updated system capable of growing with the airport's future infrastructure needs.

Steamboat Springs Airport | *Runway 14-32 Rehabilitation* (Steamboat Springs, CO) Electrical team leader for the design of rehabilitation of existing runway lighting system, including the PAPI-2 unit on the Runway 32 end, which has been in operation for at least 30 years and has reached the end of its design life.

Grand Junction Regional Airport | *Runway 11-29 and Taxiway Alpha Rehabilitation* (Grand Junction, CO) Electrical team leader responsible for the rehabilitation of Runway 11-29 and Taxiway Alpha.

OTHER EXPERIENCE

- Steamboat Springs Airport Terminal Area Improvements (Steamboat Springs, CO)
- Cortez Municipal Airport Terminal Parking Rehabilitation (Cortez, CO)
- Denton Enterprise Airport Runway 18-36 Rehabilitation (Denton, TX)
- **Grand Junction Regional Airport Parking Expansion** (Grand Junction, CO)





ABILITY ABILITY TO MEET SCHEDULES WITHIN BUDGET

3

Our record of successfully completing projects on time is due to realistic project scheduling and our ability to mitigate obstacles. We have a deep bench of fully trained and experienced aviation professionals that allows our firm to meet strict deadlines consistently, and we diligently develop project scopes that minimize the risk of project amendments. Our close working relationships with clients, the FAA, CDOT, and other regulatory agencies allow us to foresee and mitigate obstacles during submittal and approval.

MAINTAINING BUDGETS

As shown in **Figure 2**, Garver has already demonstrated our ability to design projects to meet even the most stringent budgets, and we work closely with our clients to find alternatives to reduce costs. As the project moves forward, we monitor the progress of work, adjust resources, and meet tasks and project milestones, all while keeping the big

OVER THE PAST FIVE YEARS, GARVER HAS MET 100% OF OUR AVIATION PROJECT SCHEDULES. THAT'S A PERFECT RECORD ON MORE THAN 400 PROJECTS.

picture in mind. We develop unique, tailored designs and can provide bid packages with a base bid and multiple additional options if a client is concerned bids may come in too high for a project. **Our team applies proactive contractor outreach in an effort to increase the number of bids received on every project**, and we will bring the same proactive approach to every project at 4V1. We know that many variables can impact the final construction cost of a project, and we use a rigorous, time-tested method for controlling costs during the design and construction phases.

PROJECT	ENGINEER'S ESTIMATE	AWARDED BID AMOUNT	FINAL CONTRACT AMOUNT	% FINAL TO AWARD
Spanish Peaks Airfield Airfield Pavement Maintenance	\$400,905	\$238,550	\$221,309	-7.2%

Figure 2: Garver's Previous Experience Meeting Project Budgets at 4V1







APPROACH

APPROACH TO PROPOSED PROJECT AND ASSURANCES THAT DBE GOALS CAN BE MET



Based on site visits and recent projects that Garver has completed at the airport, we understand the priority of phasing projects to minimize impacts to airport operations and ease tenant access during construction. Garver's approach to maximizing efficiency and achieving success on this project will include using existing electrical infrastructure and implementing a construction phasing plan that allows for minimal runway closure time.

PROJECT BENEFITS

FAA Compliance

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

Airfield Maintenance

Garver strives to make sure that a project's benefits will remain evident long after construction is complete. Installing LED equipment, including the REILs, guidance signage, and wind cone LED upgrades, will allow for minimum financial impacts and maximum equipment longevity, thereby reducing the airport's operational costs. Additionally, Garver's standard contract language will require the contractor to procure spare parts, allowing the airport to have parts for equipment maintenance on hand at project completion without spending additional funds.

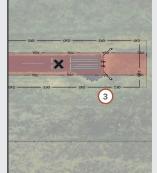
GARVER'S APPROACH TO THIS PROJECT REUSES THE EXISTING ELECTRICAL INFRASTRUCTURE AND INCLUDES A PHASING PLAN THAT REDUCES RUNWAY CLOSURE TIME.





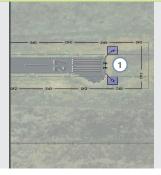






- 1 Perform installation of lighting and signage within RSA.
- Perform trenching operations within RSA associated with REILs and windcone.
- Perform trenching operations within RSA associated with lighting and REILs.





- Perform work within OFZ on a pullback basis.
- Perform work adjacent to taxiways on a pullback basis.

Figure 3: Proposed Construction Phasing

CONSTRUCTION PHASING

We recommend constructing the project in two phases—**Figure 3** illustrates our proposed approach to the overall construction phasing plan. Phase 1 will focus on work inside the Runway 9-27 Runway Safety Area (RSA), and Phase 2 will include work outside the RSA.

Phase 1

The first phase will involve constructing the items within the RSA of Runway 9-27, including the new runway edge and threshold lights, runway exit signage, and conduit trenching. Where practical, Garver will require the use of precast light, sign, and REIL foundations to make sure the construction in Phase 1 is completed as efficiently as possible. Runway 9-27 will be closed for this phase for approximately seven working days.

Phase 2

Runway 9-27 will remain open for the duration of Phase 2. Phase 2 work will be done on a pull-back basis and will include the installation of new taxiway guidance signs, REILs, the primary wind cone and segmented circle, and unlit runway-runway mandatory hold signs for the existing turf crosswind Runway 2-20. The anticipated time for completion of Phase 2 is 22 working days.

DBE PROGRAM AND PLAN GOALS

We aim to help the County remain in good standing with the FAA and CDOT to increase the likelihood of future supplementary and discretionary funding. Staying current on documentation and meeting DBE goals is vital part of this process. Our team includes a DBE geotechnical/materials testing subconsultant to help meet DBE goals on this project.

We will also make sure the contractor meets the DBE goal for the entire grant amount. During the bidding phase, our team will review all bids for conformity to the contract documents and verify that all DBE contractors are certified in Colorado. and that DBE contract values are the appropriate amount to meet the goal, including suppliers. For example, if the contractor has included a company that is solely a supplier/dealer, only 60% of the contract amount is counted toward DBE participation. If the supplier physically manufactures the equipment, the contract amount may be counted as 100%.

We have worked with FAA Regional Airport DBE Program Compliance Team Specialists throughout the country, including Sonia Cruz in our region, and we know how challenging they can be to work with, so we are prepared to guide you through every step of the process.





PROJECT SCHEDULE

In preparation for this project, Garver has drafted a preliminary project schedule (**Figure 4**). We are prepared to get started immediately—there is no necessary learning curve for our team. This proposed schedule allows for the project to be designed and advertised for bid by January 2024; awarded by March 2024 (pending an FAA grant offer); and constructed in the spring/summer of 2024 after procurement of materials. We are ready to move forward and initiate a pre-design meeting if selected by you and the Board of County Commissioners.

CONCLUSION

Over the last two years, Garver has gained a detailed knowledge of your airport and your operations that will enable us to facilitate this project smoothly and with a particular focus on your goals. We understand the significance of this project for the Spanish Peaks Airfield as well as the complexities involved in making it happen. We commit to working closely with airport staff to successfully complete this project with minimal impact to airport operations.

WE ARE PREPARED TO GET STARTED IMMEDIATELY— THERE IS NO NECESSARY LEARNING CURVE FOR THE GARVER TEAM.



SEPTEMBER 2023

Complete **formal** consultant selection process for design, bidding, and construction of the airfield lighting rehabilitation project.

OCTOBER 2023

- Revise the scope of work to include construction management and then finalize with the FAA.
- Coordinate with your IFE consultant to complete a revised IFE that includes construction management (or a completely new IFE if directed by the FAA).
- 4 Huerfano County will provide a record of negotiations and executed work order with Garver to the FAA.

JANUARY 2024

- 5 Finalize the design to 100% and put it out for bid.
- 6 Open bids.
- 7 Complete an FAA grant application based on the total amount for design and construction with your selected consultant.

MARCH 2024

Award the project (pending FAA grant offer).

SPRING 2024

Start construction once materials have been procured.

Figure 4: Proposed Project Schedule















MEMORANDUM

MEETING TYPE:	Board of County Commissioners			
MEETING DATE:	October 10, 2023			
ITEM NAME:	SRS Title 3 Notice			
SUBMITTED BY:	Carl Young, County Administrator, and Brittney Ciarlo, Emergency Manager			
SUMMARY:	The Secure Rural Schools and Communit 2000, as reauthorized (the "SRS Act"), recomment on the use of funds received und County staff proposes to continue our cur activities under the Firewise Communitie reimbursements for search and rescue act as to add a third use, developing and carry protection plans.	equires Counties to seek public der the Title 3 of the SRS Act. rrent uses (1) carrying out s Program, and (2) ivities on Federal Lands as well		
RECOMMENDATION:	Motion to approve opening a 45 day publiproposed uses of Title 3 Funds effective 7	<u>-</u>		
BACKGROUND:	This additional use will support County g Infrastructure and Resiliency.	oals around protection of County		
BOARD ACTION TAKE	N:			
APPROVED	DENIED	OTHER		
SIGNATURE OF THE CH. NOTES:	AIR:			

NOTICE OF PUBLIC COMMENT PERIOD

Title III – Secure Rural Schools and Community Self-Determination Act of 2000

Notice is hereby given that Huerfano County has opened a forty-five (45) day period effective October 12, 2023 to accept written comment from the public on the application of payments received by the County pursuant to Title III of the Secure Rural Schools and Community Self Determination of Act of 2000, as reauthorized (the "SRS Act").

Comment Period: Written comments will be accepted immediately through November 27, 2023 and can be mailed or hand-delivered to:

Office of the Board of County Commissioners Attention: Brittney Ciarlo, Emergency Manager 401 Main Street, Suite 201 Walsenburg, CO 81089

Comments may also be submitted using this form: https://wkf.ms/45e4700

Comment Purpose: Huerfano County is eligible to receive approximately \$18,405 in revenues for 2024 under Title III of the SRS Act for application to certain statutorily defined purposes specified in Title III. These purposes are generally categorized as:

- 1. carry out activities under the Firewise Communities program;
- 2. reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols;
- 3. cover training costs and equipment purchases directly related to the emergency service;
- 4. develop and carry out community wildfire protection plans; and
- 5. provide or expand access to broadband telecommunications services;

Proposed Use: The County currently uses Title III funds to (1) educate and assist communities in Huerfano County carry out activities necessary to become recognized as a Firewise Community, renew such recognition, or conduct authorized Firewise Activities in communities that already have such recognition; and (2) as a reserve, until spent, available to reimburse the County for search and rescue or other emergency services occurring on qualifying Federal lands that meet the standards set by applicable laws and regulations should the need arise.

The County proposes to continue the above uses and add a third use, developing community wildfire protection plans that meet the standards set by applicable laws and regulations and carrying out activities under those plans.

Huerfano County intends to apply the Title III funds to these expenditures and it is this application on which public comment is invited.

Additional Information: Information regarding Title III funds is available from the <u>US</u> <u>Department of Agriculture's Forest Service online resources for the SRS Act.</u>

PURCHASE ORDER

Huerfano County

Purchase Order#: 156 Purchase OrderDate: 10/4/2023

Vendor: SOUTH CENTRAL COG / 1307

300 BONAVENTURE TRINIDAD, CO 81082

Ship To: 401 Main Street -

Walsenburg CO, 81089

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Highway of Legends	1	\$39,633.00	\$39,633.00	004-45100-51909
		TOTAI ·	\$39,633,00	

NOTES:

This purchase order covers the Huerfano County portion of the match for a TAP Grant to add pull offs and signage to the Scenic Highway of Legends. SCCOG is the fiscal agent for the Scenic Highway of Legends Organization.

APPROVALS:

Approving Authority:		
Budget Officer:		

South Central Council of Governments

300 S Bonaventure Ave Trinidad, CO 81082 USA

Voice: 719-845-1133

Fax:

INVOICE

Invoice Number: SHWOL Match 2023

Item 7p.

Invoice Date: 10/5/23

Page: 1

Duplicate

Bill To:

Huerfano County Attn: Carl Young 401 Main Street, Suite 203 Walsenburg, CO 81089

Customer ID:

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 25 Days		10/30/23

Description		Amount
Local Matching funds committed to Scenic Highway of Legends Trans Signage Project	portation Alternatives Program Grant -	Amount 39,633.00
Check/Credit Memo N	Subtotal Sales Tax Total Invoice Amount Payment/Credit Applied	39,633.00 39,633.00
2.123.1 3.34k M3M3 W	TOTAL	39,633.00



5615 Wills Blvd. Pueblo, CO 81008-2349

Jennifer Oliver, Executive Director South Central Council of Governments 300 Bonaventure Ave Trinidad, CO 81082

June 15, 2023

Dear Jennifer,

We are pleased to inform you that the Colorado Department of Transportation (CDOT) has approved the South Central Council of Governments' (SCCOG) application for Transportation Alternatives Program (TAP) funds for the Multimodal Wayside Exhibits & Pull-offs on CO12 and US160 Project.

The allocation is for the reimbursement of funds up to the available amount of \$356,930, programmed in FY24.

Fiscal Year 2024 funds will be available to SCCOG as of July 1, 2024. Please contact the CDOT project manager listed below at your earliest convenience. SCCOG is required to provide a minimum of 20% local agency funds as match to these CDOT funds. The match must be cash or cash equivalent (i.e., design, right of way, and materials). Cash equivalent must be as defined by FHWA and approved by FHWA. Please note that the actual amount of Federal funding is subject to Federal allocations. CDOT will notify SCCOG of any changes to your allocation, should that occur.

The CDOT contact for this project is Lachelle Davis, who can be reached by phone at 719.562.5516, or by email at lachelle.davis@state.co.us. Please contact her to begin project scheduling and contract discussions. Because TAP is not a grant program and is operated on a reimbursement basis, SCCOG must commit matching funds of at least 20% at the time the City executes the IGA with CDOT.

This project must comply with all CDOT and FHWA requirements, including those associated with clearance for Right of Way, Utilities, and Environmental. All costs associated with clearances including right of way acquisition, utilities relocation, and environmental mitigation measures, such as wetland creation, must be included in your project costs. CDOT staff will assist you in determining which clearances are required for this project. The CDOT Local Agency Manual includes project requirements to assist with contracting, design, and construction. The CDOT Local Agency Manual is found at:

https://www.codot.gov/business/designsupport/bulletins_manuals/2022-local-agency-project-desk-reference

Congratulations to SCCOG, and we look forward to working with you on this project.

Sincerely,

Droffey Authrice Geoff Guthrie

CDOT Region 2 Planning Manager Geoffrey.guthrie@state.co.us

719.562.5528

Cc:

Shane Ferguson, Regional Transportation Director Rob Frei, Regional Planning & Environmental Manager Jason Ahrens, Business Office Manager

Lachelle Davis, Local Agency Program Manager

Fox Theatre Walsenburg Phase 1 Rehabilitation Project Memorandum of Understanding

This Memorandum of Understanding regarding the rehabilitation of the Fox Theatre Walsenburg (this "Agreement" or "MOU") is made as of this 10th day of October 2023 (the "Effective Date") by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the "County")
- B. Spanish Peaks Community Foundation Inc., a Colorado Non-Profit Corporation (the "**FTW**") The above-listed parties may be referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, The County owns the Fox Theatre Walsenburg ("the Theatre") and contracts with the FTW for operation of the Theatre; and

WHEREAS, The Parties have worked collaboratively over the last four years to develop this Phase 1 Rehabilitation Project for the Theatre (the "project"); and

WHEREAS, The County has been awarded a grant from the Colorado Department of Local Affairs ("DOLA") for construction activities to rehabilitate the Theatre; and

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

WHEREAS, The FTW has been awarded two History Colorado State Historical Funds ("SHF") grants for design and construction activities to rehabilitate the Fox Theatre Walsenburg; and

WHEREAS, the FTW has contracted with Colorado Preservation, Inc. ("CPI") to manage the SHF Grants; and

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

WHEREAS, the County has competitively procured a general contractor for the project, Deep Roots Craftsmen (the "Contractor"), and the FTW has entered into an agreement with the Contractor to complete the construction activities for this project; and

WHEREAS, the Parties have agreed that the FTW will pay the contractors directly and be reimbursed by the County so that the FTW may apply for State Historic Tax Credits for the Project; and

WHEREAS, the Parties desire to formalize and reduce to writing the processes by which they will cooperate to ensure grant compliance and a successful project that benefits Huerfano County residents and brings the Theatre closer to a state of good repair.

AGREEMENT

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

Section 1. Authorizations

A. The County hereby grants the FTW the authority to proceed with the project as outlined in the construction documents attached hereto as Exhibit A.

- B. The FTW agrees to continue to coordinate with the County on the project and keep the County informed of project progress and any issues or concerns that might arise during the project.
- C. The County agrees to provide guidance and oversight of the project and allow the FTW or the Contractor use of County resources including, but not limited to, staff time and equipment for the project subject to availability and approval of the County Administrator.
- D. The FTW agrees to provide the County with copies of all plans, designs, and project closeout materials.

Section 2. Financial Considerations.

- A. The FTW will invoice the County for construction activities not reimbursed by the SHF Grants as they occur. The reimbursement requests will include copies of all invoices from and supplemental materials provided by the Contractor as well as any breakdown provided by CPI for SHF reimbursement.
- B. The County will reimburse the FTW within 3 business days for construction activity expenses up to a maximum of \$500,000. The County will advance the FTW \$50,000 out of the total \$500,000 to assist with cash flow. The County may increase this maximum without further amendment of this contract, subject to approval of the Board of County Commissioners.
- C. The County will be responsible for coordinating reimbursement requests with DOLA. As the County will be reimbursing the FTW as expenses occur, these reimbursements will remain with the County.

Section 3. Oversight.

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

Section 4. Term and Termination.

- A. <u>Term.</u> This Agreement shall be in full force and effect from October 1, 2023 until the end of the Day on December 31, 2023.
- B. <u>Extension</u>. This agreement may be extended by mutual agreement of the parties if the project continues past the project end date.

Section 5. General Provisions.

- <u>A.</u> <u>Amendments</u>. Any amendment or addition to this Agreement must be in writing, approved and signed by both Parties to this Agreement.
- B. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- <u>D.</u> <u>Venue</u>. Venue to any action arising from this Agreement shall lie in the state courts in Huerfano County, Colorado. Each Party submits to the jurisdiction and venue of this court and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue and any right it may have to remove an action to federal court.

- <u>E.</u> <u>Waiver of Right to Jury Trial</u>. Each party waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or in connection with this Agreement.
- F. Independent Contractors. The Parties are independent contractors in all matters concerning this Agreement. Nothing in this Agreement creates a joint venture, partnership, or employment relationship between the Parties. No Party will be liable for the debts, liabilities, or obligations of the other Parties. No Party is acting as the agent of partner of the other Parties or any of them and no Party will hold itself out as such. No Party has the authority to bind the other Parties or any of them.
- G. Force Majeure. No Party will be considered in default under this Agreement to the extent that such performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disaster, pandemic or other state or county declared health emergency, riot, war, terrorism, labor disputes, or civil strife.
- <u>H.</u> <u>Entire Agreement</u>. This Agreement states the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements.
- <u>I.</u> <u>Waiver</u>. The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.
- <u>J.</u> <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Agreement.
- K. Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signature), all of which taken together will constitute one and the same agreement.

[Remainder of page intentionally left blank.]

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

Huerfano County, Acting by and through its Board of County Commissioners By: Date Signed:

Бу	Date Signed.
Name: <u>John Galusha</u>	
Title: Chairman, Board of County Commissioners	
Attest:	
By: County Clerk and Recorder	Date Signed:
Spanish Peaks Community Foundation, Inc. dba F	Fox Theatre Walsenburg.
By:	Date Signed:
Name: <u>Sarah Jardis</u>	
Title: President	
Attest:	
Ву:	Date Signed:
Name: Mike Peters	

Title: Executive Director



TECHNICAL UPDATE

Volume 27 Number 40 | October 3, 2023

CYBERSECURITY REMINDERS: REMOVABLE MEDIA AND INVOICE FRAUD

Removable media, such as USB drives, external hard drives, SD cards, CDs, and even smartphones, can pose several risks if not managed properly. To minimize these risks it is important to educate employees about the potential hazards and establish policies for its proper use.

More often than they would like, businesses record a significant loss of money due to invoice fraud. In the last 3 years, a 75% increase in payment request fraud has been detected, leaving businesses of all sizes with substantial financial losses.

WHY IS REMOVABLE MEDIA A RISK?

DATA OUT

In a hybrid work environment, we may copy files to a drive to take home with us. These drives (or any removable media) are much easier to lose than a laptop or tablet. If sensitive data, private information, or files proprietary to the company are held on the drive, it can be disastrous if lost. In one study researchers dropped nearly 300 USB sticks on a university campus. 98% of the drives were picked up and 45% of those picked up, the individual finding it clicked on the files inside to open them. Losing such a drive can result in sensitive data being viewed, used, or sold by unauthorized parties or a loss of trust in an organization with a formerly good reputation.

DATA IN

Malware attacks originating on USB drives are increasingly common. When a USB drive with the malware is plugged into a computer it launches a program that creates a backdoor and exfiltrates files of interest, keystrokes being made on the keyboard of the computer, and screenshots of the activity of the now compromised computer. Other similar malware programs have granted backdoor remote control access to infected computers.

Kindly refuse if a client or vendor asks you to plug in a drive to your computer. We recommend only plugging in drives from trusted sources. If necessary, you may consider disconnecting from the Internet, changing from Wi-Fi to airplane mode, and then plug in the drive. Right-click on the drive in File Explorer and choose "Scan with ... antivirus". After it has finished the scan, if no viruses or malware has been found, you may try opening the files.

WHAT IS A FRAUDULENT INVOICE?

Businesses are popular targets for invoice fraud. In these scams, criminals send bills for goods or services the business never ordered or received. The scam succeeds mainly because the invoices look legitimate and unsuspecting employees don't look closely to see it's not real. They simply make the payment, thinking someone else in their company placed the order. False invoice scams rake in billions of

dollars every year.

PROTECT YOURSELF FROM INVOICE SCAMS

- Be cautious when processing invoices and ensure your accounts payable personnel are aware of the prevalence of these scams.
- Verify unfamiliar vendors and don't purchase from new suppliers until you confirm their credibility.
- Check invoices against original purchase orders to ensure there are no discrepancies.
- Don't rush to pay. Protect your company's assets by withholding payment until all info is verified.
- Check the company with the Better Business Bureau or State Attorney General's office.

WHAT THIS MEANS FOR COUNTIES

We recommend installing anti-virus and anti-malware and checking with a supervisor for authorization to copy data for use outside of the office. If you have had such data on a USB drive and are later giving it to someone else, make sure to do a secure wipe of the drive/media before giving it to them. It is also best practice to encrypt all data so it cannot be viewed if the media is lost.

Item 9c.





Technical Update vol. 27 no. 39 - SEARCH & RESCUE (SAR)

1 message

County Technical Services, **Inc.** <communications@ctsi.org> Reply-To: "County Technical Services, Inc." <communications@ctsi.org> To: aglover@huerfano.us

Tue, Sep 26, 2023 at 1:59 PM





TECHNICAL UPDATE

Volume 27 Number 39 | September 26, 2023

SEARCH & RESCUE (SAR)

Most counties have a departmental search and rescue operations (S&R Team) under the direction and control of the county sheriff. As a member county department, the individuals on the S&R Team are considered employees or statutory volunteers when they are in the scope and course of their duties for the county and are provided available coverages through CAPP.

In addition to CAPP coverage, CWCP coverage and the definition of statutory volunteer is described in C.R.S. 8-40-202 (a) 1 (A). Under CWCP, volunteer organizations and personnel are subject to the same risk management policies as the county.

Some counties use outside entities for S&R operations. The pools do not insure non-county S&R Teams. In some instances, the non-county S&R Team requests that the member county provide workers' compensation and/or liability insurance for their S&R Team when they are providing services to the county. In order for the pools to provide workers' compensation and/or liability insurance to a non-county S&R Team, the S&R Team must be performing duties for the member county under the direction and control of the sheriff of the member county. In addition, a CTSI-approved memorandum of understanding (MOU) is recommended to execute and provide to CTSI.

The manner in which coverage is extended for S&R Teams through CWCP is best addressed using the following different activity circumstances:

Only CWCP member county involved:

It is the intent of CWCP to cover S&R Teams of all CWCP member counties with the same workers' compensation coverage extended to county employees while working in the scope of their county activities.

CWCP member county lends S&R Team to a CWCP member or non-member

county:

Item 9c.

If a CWCP member county lends their S&R Team to another county, the "lending" county continues to be responsible for providing workers' compensation coverage. The sheriff of the "lending" county should authorize the mission outside of their county, and the sheriff of the "borrowing" county should exercise full control and supervision over the visiting S&R Team to the same extent as he controls his own S&R Team. However, liability insurance is the responsibility of the "borrowing" county once the "lending" county's sheriff relinquishes control of the S&R operation to the other county.

Areas where S&R Teams are not covered by CAPP and CWCP include employment issues, fundraising activities, parades, etc. These activities fall outside of actual training for or performing S&R functions.

WHAT THIS MEANS FOR COUNTIES

Altogether, CAPP and CWCP will provide coverage to S&R volunteers who are under the control and direction of the sheriff and acting in the scope and course of their duties as S&R volunteers. A count of all statutory volunteers must be included in the annual county payroll audit submitted to CTSI and as a reminder persons are not volunteers if they are paid for their services.

Because there are numerous S&R Team scenarios, it is always best to contact <u>CTSI</u> to walk through your particular scenario to determine coverage. As a general rule, coverage is subject to CTSI policies and is provided if it is a covered peril under CAPP and/or coverage as defined by the Colorado workers' compensation statute under CWCP.

County Technical Services, Inc. 800 Grant St., Suite 400, Denver, CO 80203 Phone. (303) 861-0507 | Fax: (303) 861-2832

As a CTSI member you are being provided this communication as a service.

Unsubscribe from this list



LAS ANIMAS-HUERFANO COUNTIES DISTRICT HEALTH DEPARTMENT

412 Benedicta Ave., Trinidad, CO 81082 Phone: 719-846-2213 Fax: 719-846-4472

Huerfano County Opioid Settlement Quarterly Report

Quarter: June 1, 2023 to August 31, 2023 **Submitted by:** Kimberly Gonzales, Executive Director of the Las Animas Huerfano Counties District Health Department Date: September 28, 2023

Executive Summary

This quarterly report provides an overview of the activities related to the Huerfano County Opioid Settlement funds for the quarter ending June 1, 2023, to August 31, 2023. The purpose of this report is to update the Huerfano County Commissioners on the progress and impact of our efforts to combat the opioid crisis in Huerfano County.

Program Updates

• Increase awareness that prescription opioids can be addictive and dangerous.

The health department has emailed a variety of flyers to the schools (Walsenburg, La Veta and Garnder) as samples regarding the dangers of opioids, how to recognize someone using opioids, how to talk to teens about opioids. As of the end of the quarter we have not heard back from schools with regard to how many copies of each they need. The community prevention coordinator is following up with them.

• Implement an Anti-Stigma campaign. –

The LAHCDHD continues to work with CSU Anschutz campus/School of Public Health on the bi county anti stigma campaign. To date, the health department has given out 150 8.5x11 posters to parents regarding the anti-stigma campaign, 71 11x14 posters have been spread throughout Huerfano County, and approximately 500 coasters were distributed to bars and restaurants along with pens and stickers regarding the anti-stigma campaign.

The QR Codes on the posters, pens, coasters will direct the individual to the health department webpage for resources available in the bi county.

• Referrals to Medical Assisted Treatment (MAT) Services and implement educational activities on recovery.

The health department has been working with and supporting Crossroads with the planning for recovery art classes that will involve some support and education on recovery and Medical Assisted Treatment (MAT). Crossroads also offers support groups that include education and in July they began using a sliding scale to offer services to more people in the community. The Health Department helped to share this information with all contacts so more people can be

LAS ANIMAS-HUERFANO COUNTIES DISTRICT HEALTH DEPARTMENT

412 Benedicta Ave., Trinidad, CO 81082 Phone: 719-846-2213 Fax: 719-846-4472

supported in their recovery journey. The community coalition also has this on their radar to create more sober and educational events.

• FREE Narcan and Fentanyl Test Strips to Prevent Drug Overdose -

Narcan and fentanyl test strips (FTS) are offered at no cost with no questions asked through the health department. Over 500 FTS have been distributed by Huerfano ambulance, crossroads, and outreach centers. Clients are given instructions on how to use the test strips. Crossroads has commented that having both these items to offer to community members is very beneficial. Narcan has been distributed in Huerfano County along with information. The Public Health nurses have offered trainings on how to use Narcan. Once training is complete the attendees go home with a box of Narcan.

• Work with the criminal justice system to offer Narcan and training to inmates being released. The health department supplies training as needed to all agencies that interact with the 3rd Judicial System. The process for inmates being released, training on a multitude of items is in the works currently, as well as creating a smooth process for MAT and continued services after release.

Conclusion

This quarterly report reflects our ongoing commitment to addressing the opioid crisis in Huerfano County. We appreciate the support of the Huerfano County Commissioners and look forward to continuing our collaborative efforts to make a positive impact on our community.

If you have any questions or need further information, please do not hesitate to contact us. Sincerely,

Kimberly Gonzales, Executive Director

HUERFANO COUNTY



401 Main Street, Suite 206

Walsenburg, CO 81089

Phone: 719-738-3000 Ext 505

HUERFANO COUNTY	TREASURERS I	FUND LEDGER FOR RANGE 08	/01/2023 TO 08/3	31/2023 AUGU	ST REPRINT 09/2	6/2023 10:40 PAG	GE 1
ACCT DESCRIPTION		BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0010 COUNTY GENERAL FUND 0010 FUND TOTALS		1715061.16 2099705.55	404426.26	2504131.81	2499570.74	98419.58	96.06
0012 PARKS AND RECREATION 0012 FUND TOTALS		43203.69 29285.62	22757.93-	6527.69			
0013 HOUSING AUTHORITY 0013 FUND TOTALS		.00	.00	.00			
0014 UNCLAIMED 0014 FUND TOTALS		746.47 756.72	8.57	765.29			
0015 SPECIAL PROJECT FUND 0015 FUND TOTALS		1480815.53 311090.54-	470052.85	158962.31			
0020 ROAD & BRIDGE 0020 FUND TOTALS		510726.83 243414.63	61058.32	304472.95	14543.50	572.76	96.06
0025 LEASE PURCHASE FUND 0025 FUND TOTALS		.00	200	.00			
0028 EMERGENCY SERVICES FUND 0028 FUND TOTALS	S (DISPATCH)	917930.34 1142162.09	77925.39	1220087.48			
0030 RETIREMENT 0030 FUND TOTALS		110438.25 167205.13	9287.71-	157917.42	130891.77	5154.79	96.06
0035 LODGING TAX TOURISM FUN 0035 FUND TOTALS	D	114242.91 119234.15	14199.26-	105034.89			
0040 DISASTER RECOVERY FUND 0040 FUND TOTALS		1161767.14 1135699.79	.00	1135699.79			
0045 GARDNER PUBLIC IMPROVEM 0045 FUND TOTALS	ENT DISTRICT	16274.15 52442.49	1132.37	53574.86			
0051 WALSENBURG GATEWAY METR 0051 FUND TOTALS	O DIST	.00	.00	.00			
0080 SPANISH PEAKS LIBRARY D 0080 FUND TOTALS	IST	2704.99 5047.31	3.03	5050.34	233981.55	10100.26	95.68
0081 SPANISH PEAKS LIBARY DI 0081 FUND TOTALS	ST (BOND)	2606.74 4872.21	1.85	4874.06	226361.21	9771.29	95.68
0090 HUERFANO CO. AMBULANCE 0090 FUND TOTALS	ENTERPRISE	.00	.00	.00			
0095 WASTE TRANSFER STATION 0095 FUND TOTALS	ENTERPRISE	60811.65 63756.62	3005.69-	60750.93			
0100 MINERAL LEASING 0100 FUND TOTALS		.00	.00	.00			
0105 CREDIT CARD ADJ FUND 0105 FUND TOTALS		.00	.00	.00			

HUERFANO COUNTY	TREASURERS FUND L	EDGER FOR RANGE 08/01	/2023 TO 08/31	/2023 AUGUST	REPRINT 09/26/2	2023 10:40 PAG	E 2
ACCT DESCRIPTION		BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0110 PUBLIC TRUSTEE 0110 FUND TOTALS		.00	· 00	.00			
0120 SOCIAL SERVICES 0120 FUND TOTALS		863729.18 1128365.00	47397.52	1175762.52	363497.54	14312.47	96.06
0130 HOSPITAL DISTRICT (OPE 0130 FUND TOTALS	RATING)	14505.51 27487.50	5282.49-	22205.01	1017786.99	40064.05	96.06
0140 HOSPITAL ANTIC. WARRAN 0140 FUND TOTALS	TS (BOND)	1.38	_{3*} 00	.00			
0160 CITY OF WALSENBURG 0160 FUND TOTALS		41010.02 47534.98	4385.62	51920.60	297323.35	15230.40	94.87
0165 WALSENBURG TIF 0165 FUND TOTALS		459.55 501.55	173.78-	327.77	17079.66	1204.70	92.94
0170 WAL (DOWNTOWN REV COMM 0170 FUND TOTALS	I) GID 28018	.00	.00	.00			
0180 TOWN OF LAVETA 0180 FUND TOTALS		14091.05 16971.44	1734.03-	15237.41	45298.82	1832.74	95.95
0190 LA VETA FIRE PROT. DIS 0190 FUND TOTALS	T.	4444.37 8735.51	4366.45-	4369.06	192593.99	5113.95	97.34
0200 LA VETA CEMETERY DIST 0200 FUND TOTALS		423.37 819.58	409.68-	409.90	18069.46	479.80	97.34
0210 HUERFANO WATER CONS. D 0210 FUND TOTALS	DIST.	4408.31 8352.86	1605.85-	6747.01	309033.36	12176.51	96.05
0220 NAVAJO WATER DIST. 0220 FUND TOTALS		482.97 856.29	232.61	1088.90	35068.25	782.73	97.76
0230 CUCHARA SAN. WATER DIS 0230 FUND TOTALS	T.	2258.59 3390.09	445.82-	2944.27	101073.70	3292.84	96.74
0240 LA VETA LIB. DIST. 0240 FUND TOTALS		4616.18 9096.83	4547.08-	4549.75	200561.80	5325.19	97.34
0250 RYE FIRE DIST. 0250 FUND TOTALS		83.11 453.90	226.39-	227.51	9798.74	316.11	96.77
0260 ECONNOMIC & REVOLVING 0260 FUND TOTALS	LOAN	.00	.00	a 0 0 0			
0270 CUCHARA BOND 0270 FUND TOTALS		.00	.00	: . 00			
0280 UPPER HUERFANO CONSERV 0280 FUND TOTALS	ATION DIST	544.99 887.87	4.79	892.66	49072.19	1839.98	96.25
0290 UPPER HUERFANO FIRE DI 0290 FUND TOTALS	ST.	1274.12 2393.54	398.44	2791.98	130718.95	11867.77	90.92

HUERFANO COUNTY	TREASURERS	FUND LEDGER FOR RANGE 08	/01/2023 TO 08/3	1/2023 AUGUS	ST REPRINT 09/2	6/2023 10:40 PA	GE 3
ACCT DESCRIPTION		BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0300 HUERFANO CO FIRE 0300 FUND TOTALS	PROTECTION DIST	5606.86 10332.56	185.72-	10146.84	470068.65	16219.49	96.54
0310 COUNTY CLERK 0310 FUND TOTALS		135517.25 179191.68	36847.28	216038.96			
0311 COUNTY CLERK SUR 0311 FUND TOTALS	CHARGE	5752.10 6225.03	135.44	6360.47			
0320 SCHOOL DIST. RE-1 0320 FUND TOTALS	1 GENERAL	36225.11 64099.06	145.30-	63953.76	2916770.86	126226.18	95.67
0330 SCHOOL DIST. RE-	1 CAP. RES.	.00	.00	.00			
0340 SCHOOL DIST. RE-1 0340 FUND TOTALS	1 BOND	15352.37 23446.03	2.17-	23443.86	1068145.46	46104.98	95.68
0350 SCHOOL DIST. RE-1 0350 FUND TOTALS		.47	a. 00	.47			
0360 SCHOOL DIST. RE-2 0360 FUND TOTALS	2 GENERAL	21474.86 41781.72	21007.51-	20774.21	900127.80	23898.41	97.34
0370 SCHOOL DIST. RE-2 0370 FUND TOTALS	2 CAP. RES.	.00	№ 00	.00			
0380 SCHOOL DIST. RE-2 0380 FUND TOTALS	2 GENERAL 2 CAP. RES. 2 BOND PTIONS	10689.63 20807.08	10467.06-	10340.02	447330.16	11876.61	97.34
0390 TAX SALE & REDEMI 0390 FUND TOTALS	PTIONS	10206.08 10432.60	117.61	10550.21			
0410 BACK TAX UNAPPOR' 0410 FUND TOTALS	FIONED	.00	.00	.00			
0420 FEDERAL FOREST PI 0420 FUND TOTALS	ROJECT FUND	72257.81 72438.54	.00	72438.54			
0430 C-PACE COLORADO I 0430 FUND TOTALS	NEW ENERGY IMP DIST	.00	.00	.00			
0440 TREASURERS FEES 0440 FUND TOTALS		.00	.00	.00			
0450 SPECIFIC OWNERSH: 0450 FUND TOTALS	IP	.00	.00	.00			
0460 LAND USE FUND 0460 FUND TOTALS		.00	.00	.00			
0470 CONSERVATION TRUS	ST FUND	29767.54 49532.82	5080.73-	44452.09			
0480 MOTOR VEHICLE 0480 FUND TOTALS		- 00	.00	.00			

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HUERFANO COUNTY	TREASURERS	FUND LEDGER FOR RANGE 08	/01/2023 TO 08/	31/2023 AUGUS	ST REPRINT 09/26	/2023 10:40 PA	GE 4
ACCT DESCRIPTION					PROJ REV		PCT
0490 FEDERAL LAND & MATERIALS 0490 FUND TOTALS	S ACT	367.59 367,59	00	367.59			
0500 US FOREST RESERVE 0500 FUND TOTALS		4620.00 4620.00	. 00	4620.00			
0510 NAVAJO BOND 0510 FUND TOTALS		.00 .00	00	.00			
0520 WALSENBURG HOUSING AUTHO	DRITY	.00	.00	.00			
0540 ADVANCE TAX COLLECTIONS 0540 FUND TOTALS		16695.79 12571.00	246.78	12817.78			
0550 COUNTY PROPERTY SALES 0550 FUND TOTALS		765.00 765.00	.00	765.00			
0560 PILT 0560 FUND TOTALS		64301.71 514369.05	700.00-	513669.05			
0570 REAL ESTATE INT.UNAPPORT		.00	.00	.00			
0590 BUSINESS RECRUITMENT FUN 0590 FUND TOTALS	I D	.00	6 . 00	.00			
0600 COURT HOUSE RE-HAB 0600 FUND TOTALS		.00	.00	.00			
0610 PURGATOIRE RIVER SOIL CO	ONS. DIST.	.35	05	.39	4.79	·* 0 0	100.00
0660 BUSINESS RECRUITMENT 0660 FUND TOTALS		.00	.00	.00			
0690 EMERGENCY RESERVE FUND 0690 FUND TOTALS		.00	.00	.00			
***** FUND	TOTALS ***		998744.13	8018063.41	11694773.29		96.04

HUERFANO COUNTY ACCT DESCRIPTION TREASURERS FUND LEDGER FOR RANGE 08/01/2023 TO 08/31/2023 AUGUST REPRINT 09/26/2023 10:40 PAGE

BALANCE FORWRD

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HUERFANO COUNTY	TREASURERS FU	IND LEDGER FOR RANGE 08	/01/2023 TO 08/	/31/2023 AUGU	JST REPRINT 09/26/2023	10:40 PAGE	1
ACCT DESCRIPTION		BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9000 COMMUNITY BANKS 9000 FUND TOTALS	OF SO COLORADO	489245.31 424614.20	210011.74	214602.46			
9100 TREASURERS CASH 9100 FUND TOTALS		700.00 700.00	.00	700.00			
9200 COLO TRUST (INVE 9200 FUND TOTALS	STMENT)	1435775.92 1501403.95	834753.34	2336157.29			
9300 BANK OF THE WEST 9300 FUND TOTALS	OPERATING ACCT	684755.51 820292.34	370986.81	1191279.15			
9350 BANK OF THE WEST 9350 FUND TOTALS	MM ACCT	1227488.99 177504.32	1.51	177505.83			
9375 BANK OF THE WEST 9375 FUND TOTALS	CD START 3/25/22	50000.00 50000.00	. 00	50000.00			
9400 HCB CD START 4/1 9400 FUND TOTALS	.8/13-CLOSED 4/25/19	.00	.00	.00			
9500 HUERFANO CONSERV 9500 FUND TOTALS	ATION TRUST FUND	29767.54 49532.82	5080.73	44452.09			
9600 CSAFE (INVESTMEN 9600 FUND TOTALS	IT)	831111.49 1212668.12	5567.02	1218235.14			
9650 PEAKS INVESTMENT 9650 FUND TOTALS	S MANAGEMENT	523061.70 523061.70	.00	523061.70			
9700 LPL FINANCIAL 9700 FUND TOTALS		1720892.57 1720892.57	.00	1720892.57			
9800 WELLS FARGO (TRA 9800 FUND TOTALS	NSFD TO PEAKS INV)	.00	.00	.00			
9900 PFM FUNDS - CSIF 9900 FUND TOTALS	P (START 2/26/13)	526464.04 538649.26	2527.92	541177.18			
****	*** FUND TOTALS ****	7019319.28	998744.13	8018063.41			

HUERFANO COUNTY ACCT DESCRIPTION TREASURERS FUND LEDGER FOR RANGE 08/01/2023 TO 08/31/2023 AUGUST REPRINT 09/26/2023 10:40 PAGE

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HUERFANO COUNTY TREASU ACCT DESCRIPTION	KEKS FUND L		L FOR RANGE 08/01 LLANCE FORWRD						10:41 PA BALANCE	
9000 COMMUNITY BANKS OF SO COLORADO 9000.0100 DEPOSITS (CBC) 9000.0200 INTEREST EARNED 9000.0300 CREDIT CARD DEPOSIT 9000.0400 ACH/EFT DEPOSITS 9000.9100 TRANSFER OUT	SUB TOTAL SUB TOTAL	*	489245.31 433802.29 .00 52308.20 550741.60- 424614.20 *	315029.5700 9379.70 95638.13 210011.74-* .00 .00 * 210011.74-	118772 61687 455103 214602	2.72 .00 7.90 3.47- 2.46 * .00 .00 * 2.46				
9000 FUND TOTALS 9100 TREASURERS CASH 9100.0100 CASH ON HAND 9100 FUND TOTALS	SUB TOTAL	*	700.00 .00 700.00 * 700.00							
		*	1435775.92 1500000.00 65628.03 3001403.95 * 1500000.00- 1500000.00-* 1501403.95	825000.00 9753.34 834753.34 * .00 .00 * 834753.34	2325000 75381 3836157 1500000 1500000 2336157	1.37 7.29 * 0.00- 0.00-*				
9300 BANK OF THE WEST OPERATING ACC 9300.0100 DEPOSITS (BOW) 9300.0200 INTEREST EARNED 9300.0300 CREDIT CARD DEPOSIT 9300.0400 ACH/EFT DEPOSITS 9300.9100 TRANSFER OUT	SUB TOTAL	*	684755.51 12206668.26 44.17 991129.18 439288.75- 13443308.37 * 12623016.03- 12623016.03- 820292.34	789116.05 * 418129.24- 418129.24-* 370986.81	1048063 182103 14232424 13041145 13041145	4.17 3.85 7.37- 4.42 * 5.27- 5.27-* 9.15				
9350 BANK OF THE WEST MM ACCT 9350.0100 TRANSFERS IN (BOW MM) 9350.0200 INTEREST EARNED (BOW MM) 9350.9100 TRANSFER OUT (BOW MM) 9350 FUND TOTALS	SUB TOTAL	*	1227488.99 .00 15.33 1227504.32 * 1050000.00- 1050000.00-* 177504.32	.00 1.51 1.51 * .00 .00 *	1227505 1050000 1050000 177505	.00 6.84 5.83 * 0.00- 0.00-* 5.83				
9375 BANK OF THE WEST CD START 3/25 9375.0100 TRANSFERS IN 9375.0200 INTEREST EARNED 9375.9100 TRANSFERS OUT 9375 FUND TOTALS	SUB TOTAL	*	50000.00 .00 .00 50000.00 * .00 50000.00	.00 .00 .00 *	50000	.00 .00 0.00 *				
9400 HCB CD START 4/18/13-CLOSED 4/ 9400.0100 TRANSFERS IN 9400.0200 INTEREST EARNED 9400.0300 XXXX 9400.9100 TRANSFER OUT	SUB TOTAL SUB TOTAL	*	.00 .00 .00 .00 *	.00 .00 .00 .00 *		.00				

HUERFANO COUNTY TREAS	JRERS FUND I	EDGER	FOR RANGE 08/01/	2023 TO 08/31/	'2023 AUGUS	T REPRINT 09/26/2023	. 10:41 PAGE	2
ACCT DESCRIPTION		BA	LANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9400 FUND TOTALS			.00	.00	.00			
9500 HUERFANO CONSERVATION TRUST FOR STATE OF ST	JND SUB TOTAL	*	29767.54 26043.07 22.21 55832.82 *	.00 4.26 4.26 *	26043.07 26.47 55837.08 *			
9500.9130 BANK SERVICE CHARGE 9500 FUND TOTALS	SUB TOTAL	*	6300.00-* 49532.82	.00 5084.99-* 5080.73-	.00 11384.99-* 44452.09			
9600 CSAFE (INVESTMENT) 9600.0100 TRANSFERS IN 9600.0200 INTEREST EARNED 9600.9100 TRANSFER OUT	SUB TOTAL	*	831111.49 350000.00 31556.63 1212668.12 * .00 .00 *	.00 5567.02 5567.02 * .00 *	350000.00 37123.65 1218235.14 *			
9650 PEAKS INVESTMENTS MANAGEMENT 9650.0100 TRANSFERS IN 9650.0200 INTEREST EARNED	SUB TOTAL	*	.00 .00 .00 523061.70 *	.00 .00 .00 *	.00 .00 523061.70 *	:		
9650.0400 MARKET FLUCTUATION (LPL) 9650.9100 TRANSFERS OUT 9650 FUND TOTALS 9700 LPL FINANCIAL 9700.0100 TRANSFERS IN 9700.0200 INTEREST EARNED 9700.0300 TRANSFER OUT 9700.0400 MARKET FLUCTUATIONS (LPL 9700.9100 TRANSFER OUT	SUB TOTAL) SUB TOTAL	*	1720892.57 .00 .00 1720892.57 * .00 .00 .00 .00 * 1720892.57	.00 .00 .00 * .00 .00 .00 *	.00 .00 1720892.57 * .00 .00 .00 .00 *			
9800 WELLS FARGO (TRANSFD TO PEAKS 9800.0100 TRANSFERS IN 9800.0200 INTEREST EARNED 9800.9100 TRANSFER OUT 9800 FUND TOTALS	INV)	*	.00 .00 .00 * .00 *	.00 .00 .00 *	.00			
9900 PFM FUNDS - CSIP (START 2/26/9900.0100 TRANSFERS IN (CSIP) 9900.0200 INTEREST EARNED 9900.9100 TRANSFER OUT 9900 FUND TOTALS	13) SUB TOTAL	*	526464.04 .00 12185.22 538649.26 * .00 538649.26	.00 2527.92 2527.92 * .00 2527.92	.00 14713.14 541177.18 .00 541177.18	r		

HUERFANO COUNTY ACCT DESCRIPTION TREASURERS FUND LEDGER FOR RANGE 08/01/2023 TO 08/31/2023 AUGUST REPRINT 09/26/2023 10:41 PAGE

BALANCE FORWRD

CURRENT

TOTAL YTD

PROJ REV

BALANCE

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TIME FINISHED-10:41

MONTHLY REPORT OF HUERFANO COUNTY TREASURER AUGUST 01, 2023 THRU AUGUST 31, 2023

FUND	BEGINNING BALANCE	REVENUES REVENUES	DISBURSEMENTS DISBURSEMENTS	ENDING BALANCE
COUNTY GENERAL FUND PARKS AND RECREATION HOUSING AUTHORITY	2,099,705.55 29,285.62 0.00	942,177.58 3,877.00	537,751.32- 26,634.93-	2,504,131.81 6,527.69 0.00
SPECIAL PROJECT FUND ROAD & BRIDGE LEASE PURCHASE FUND	311,090.54- 243,414.63 0.00	865,434.43 304,163.45	395,381.58- 243,105.13-	158,962.31 304,472.95 0.00
EMERGENCY SERVICES FUNDS (DISPATCH) RETIREMENT LODGING TAX TOURISM FUND DISASTER RECOVERY FUND	1,142,162.09 167,205.13 119,234.15 1,135,699.79	121,363.88 6,235.22 18,367.74	43,438.49- 15,522.93- 32,567.00-	1,220,087.48 157,917.42 105,034.89 1,135,699.79
GARDNER PUBLIC IMPROVEMENT DISTRICT WALSENBURG GATEWAY METRO DIST	52,442.49	7,978.73	6,846.36-	53,574.86 0.00
SPANISH PEAKS LIBRARY DIST SPANISH PEAKS LIBARY DIST (BOND) HUERFANO CO. AMBULANCE ENTERPRISE	5,047.31 4,872.21 0,00	5,142.47 4,963.20	5,139.44~ 4,961.35-	5,050.34 4,874.06 0.00
WASTE TRANSFER STATION ENTERPRISE MINERAL LEASING CREDIT CARD ADJ FUND PUBLIC TRUSTEE	63,756.62 0.00 0.00	12,319.90	15,325.59-	60,750.93 0.00 0.00
SOCIAL SERVICES HOSPITAL DISTRICT (OPERATING) HOSPITAL ANTIC. WARRANTS (BOND)	1,128,365.00 27,487.50 0.00	221,925.55 22,614.17	174,528.03- 27,896.66-	1,175,762.52 22,205.01 0.00
CITY OF WALSENBURG WALSENBURG TIF WAL (DOWNTOWN REV COMM) GID 28018	47,534.98 501.55 0.00	53,366.82 327.77	48,981,20- 501,55-	51,920.60 327.77 0.00
TOWN OF LAVETA LA VETA FIRE PROT. DIST. LA VETA CEMETERY DIST. HUMBEANO WATER CONS. DIST.	16,971.44 8,735.51 819.58	15,684.42 4,451.84 417.67	17,418.45- 8,818.29- 827.35-	15,237.41 4,369.06 409.90
NAVAJO WATER DIST. CUCHARA SAN. WATER DIST. LA VETA LIB. DIST.	856.29 3,390.09 9,096.83	1,113.07 3,007.90 4,635.95	880.46- 3,453.72- 9,183.03-	1,088.90 2,944.27 4,549.75
RYE FIRE DIST. ECONNOMIC & REVOLVING LOAN CUCHARA BOND	453.90 0.00 0.00	231.89	458.28-	227.51 0.00 0.00
COUNTY GENERAL FUND PARKS AND RECREATION HOUSING AUTHORITY UNCLAIMED SPECIAL PROJECT FUND ROAD & BRIDGE LEASE PURCHASE FUND EMERGENCY SERVICES FUNDS (DISPATCH) RETIREMENT LODGING TAX TOURISM FUND DISASTER RECOVERY FUND GARDNER PUBLIC IMPROVEMENT DISTRICT WALSENBURG GATEWAY METRO DIST SPANISH PEAKS LIBRARY DIST SPANISH PEAKS LIBRARY DIST SPANISH PEAKS LIBRARY DIST SPANISH PEAKS LIBRARY DIST WINERAL LEASING CREDIT CARD ADJ FUND PUBLIC TRUSTEE SOCIAL SERVICES HOSPITAL DISTRICT (OPERATING) HOSPITAL ANTIC. WARRANTS (BOND) CITY OF WALSENBURG WALSENBURG TIF WAL (DOWNTOWN REV COMM) GID 28018 TOWN OF LAVETA LA VETA FIRE PROT. DIST. LA VETA CEMETERY DIST HUERFANO WATER DIST. LA VETA LIB. DIST. RYE FIRE DIST. CUCHARA SAN. WATER DIST. LA VETA LIB. DIST. RYE FIRE DIST. LYEFRE DIST. CUCHARA BOND UPPER HUERFANO CONSERVATION DIST UPPER HUERFANO FIRE DIST. HUERFANO CO FIRE PROTECTION DIST COUNTY CLERK COUNTY CLERY COUNTY COU	887.87 2,393.54 10,332.56 179,191.68 6,225.03 64,099.06	906.92 2,842.81 10,332.20 216,038.96 228.00 64,049.72	902.13- 2,444.37- 10,517.92- 179,191.68- 92.56- 64,195.02-	892.66 2,791.98 10,146.84 216,038.96 6,360.47 63,953.76
SCHOOL DIST. RE-1 BOND	23,446.03	23,443.86	23,446.03-	23,443.86
SCHOOL DIST. RE-1 INSURANCE REV. SCHOOL DIST. RE-2 GENERAL SCHOOL DIST. RE-2 CAD RES	41,781.72	20,806.45	41,813.96-	20,774.21
SCHOOL DIST. RE-2 BOND TAX SALE & REDEMPTIONS BACK TAX UNAPPORTIONED	20,807.08 10,432.60	10,340.02 15,059.18	20,807.08- 14,941.57-	10,340.02 10,550.21
FEDERAL FOREST PROJECT FUND C-PACE COLORADO NEW ENERGY IMP DIST	72,438.54			72,438.54 0.00
TREASURERS FEES SPECIFIC OWNERSHIP LAND USE FUND	0.00 0.00 0.00	13,660.40 102,880.61	13,660.40- 102,880.61-	0.00 0.00 0.00
CONSERVATION TRUST FUND MOTOR VEHICLE FEDERAL LAND & MATERIALS ACT	49,532.82 0.00 367.59	4.26 4,652.60	5,084.99- 4,652.60-	44,452.09 0.00 367.59

US FOREST RESERVE NAVAJO BOND WALSENBURG HOUSING AUTHORITY ADVANCE TAX COLLECTIONS COUNTY PROPERTY SALES	4,620.00 0.00 0.00 12,571.00 765.00	246.78		4,620.00 0.00 0.00 12,817.78 765.00
PILT REAL ESTATE INT.UNAPPORTIONED BUSINESS RECRUITMENT FUND COURT HOUSE RE-HAB	514,369.05 0.00 0.00 0.00		700.00-	513,669.05 0.00 0.00 0.00
PURGATOIRE RIVER SOIL CONS. DIST. BUSINESS RECRUITMENT EMERGENCY RESERVE FUND	0.34 0.00 0.00	. 05		0.39 0.00 0.00
GRAND TOTALS	\$7,019,319.28	\$3,112,173.44	\$2,113,429.31-	\$8,018,063.41

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

9-26-203

HUERFANO COUNTY TREASURER:

MONTHLY REPORT OF HUERFANO COUNTY TREASURER AUGUST 01, 2023 THRU AUGUST 31, 2023

FUND	BEGINNING BALANCE	REVENUES DEPOSITS	INTEREST EARNED	TRANSFERS	DISBURSEMENTS TRANSFERS (OUT)	ENDING BALANCE
COMMUNITY BANKS OF SO COLORADO	424,614.20	315,029.57-		105,017.83		214,602.46
TREASURERS CASH COLO TRUST (INVESTMENT) BANK OF THE WEST OPERATING ACCT	700.00 1,501,403.95 820,292.34	825,000.00 475,000.00	9,753.34	214 116 05	410 100 04	700.00 2,336,157.29
BANK OF THE WEST MM ACCT BANK OF THE WEST CD START 3/25/22	177,504.32 50,000.00	475,000.00	1.51	314,116.05	418,129.24-	1,191,279.15 177,505.83 50,000.00
HCB CD START 4/18/13-CLOSED 4/25/19 HUERFANO CONSERVATION TRUST FUND	0.00 49,532.82		4.26		5,084.99-	0.00 44,452.09
CSAFE (INVESTMENT) PEAKS INVESTMENTS MANAGEMENT	1,212,668.12 523,061.70		5,567.02		,	1,218,235,14 523,061.70
LPL FINANCIAL WELLS FARGO (TRANSFD TO PEAKS INV) PFM FUNDS - CSIP (START 2/26/13)	1,720,892.57 0.00 538,649.26	W.	2 527 02			1,720,892.57
, , , , , , , , , , , , , , , , , , , ,			2,527.92			541,177.18
GRAND TOTALS	\$7,019,319.28	\$984,970.43	\$17,854.05	\$419,133.88	\$423,214.23-	\$8,018,063.41

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.

7- LC-LOT3



National Consumer Voice for Quality Long-Term Care

Save the Date!

Join Us to explore resident-created artistic expressions on

October 12, 2023

1-3 pm at La Veta Village

October is Residents Rights Month and We Are Celebrating!

Sponsored by the Region 14 Long Term Care Ombudsman program and the staff and residents of La Veta Village located at

109 East Francisco St. La Veta Colorado 81055









Assisted Living
"Living With Friends – Endless Possibilities"

To Our Generous Supporters,

The Board of Directors at La Veta Village Inc. would like to Thank You for your generous gift to our Building Fund Campaign, and to the Food Services Program. Your support has allowed us to build the first and only Senior Living residence in Huerfano County and to provide approximately 93,000 meals to some of our county residents since 2020. We currently serve 8 full time residents. They are enjoying their home and its services.

We currently employ 7 Huerfano County people full and/or part time. As we grow to our capacity of 16 residents, the number of employees will grow. Our Administration Office has worked tirelessly to get our program up and running well.

We have an Auxiliary Club that offers support of many different varieties. Volunteers from the community help with crafts, Bingo, exercise, and music for the residents. The La Veta Village Assisted Living facility has become an active part of La Veta and Huerfano County.

You have made a huge difference in the lives of aging adults in our community. To honor your generosity, we would like to invite you to a Donor Appreciation, Anniversary, Volunteer Recognition CELEBRATION at the La Veta Village, 109 E Francisco, La Veta, Colorado, on October 14, 2023, 2 pm to 4 pm. We would love to show off what we all together accomplished. Please join us.

Sincerely,

The La Veta Village Inc. Board of Directors

LVVI Mission Statement

To serve our community by providing programs and services that promote wellness, social vitality, and help our residents thrive.

Please Save this Date and Come to the LVVI Donor Appreciation, 1st Anniversary, Volunteer Celebration At the La Veta Village, 109 E Francisco, La Veta, Colorado 81055 Saturday, October 14, 2023, 2 PM to 4 PM RSVP 303-829-3911 or

Office@lavetavillage.org by 10/7/2023

Thank You so much.





Sales Representative

Box 252

La Veta, Colorado 81055 Home: 719-742-5496 Cell: 719-989-1530

Email: jim@hooblerauctions.com

INTERNET AUCTION SETTLEMENT SHEET for Huerfano County (Road and Bridge)

September 20, 2023 auction October 3, 2023

The following is a summary of your recent sales with Jim Hoobler Auctions:

Item So	ld amount	Adver. Fee	Commission	on Net
1979 Case Dozer	\$15900.00	\$495.00	\$1113.00	\$14292.00
1980 Case Dozer	17600.00	495.00	1232.00	15873.00
1999 Chey 2500 (718455)	2000.00	60.00	140.00	1800.00
2003 Vermeer BC935	7200.00	295.00	504.00	6401.00
1994 Ram 3500 (666585)	7100.00	295.00	497.00	6308.00
1999 Chevy/sprayer (704	397) 3600.00	295.00*	253.00	3053.00
1997 Jeep Cherokee(549	431) 4600.00	295.00*	322.00	3983.00
1997 Jeep Cherokee(549	432) 6200.00	295.00	434.00	5471.00
Lincoln welder range	1125.00	33.75	78.75	1012.50
2000 Ford Shuttle (47750	2900.00	295.00*	203.00	2402.00
1998 Chevy Crew (02595	6) <u>1200.00</u>	36.00	84.00	1080.00
Totals	\$69425.00	\$2889.75	\$4859.75	\$61675.50

Check enclosed

*-Advertised in print with selling price under \$5000.00

Thank you,

Jim Hoobler (Auctions)





Sales Representative

Box 252

La Veta, Colorado 81055
Home: 719-742-5496 Cell: 719-989-1530
Email: pegjimah@msn.com

INTERNET AUCTION SETTLEMENT SHEET for Huerfano County (Sheriff)

September 20, 2023 auction October 3, 2023

The following is a summary of your recent sales with Jim Hoobler Auctions:

Item	Sold amount	Adver. Fee	Commissi	on Net
White/Volvo Autocar	\$30500.00	\$595,00	\$2135.00	\$27770.00
2007 Ford Exp (53912)	1600.00	295.00*	112.00	1193.00
Power Systems Gen	2600.00	295.00*	182.00	2123.00
Blackhawk lift	100.00	3.00	7.00	90.00
Military Onan gen	40.00	1.20	2.80	36.00
Military diesel gen	80.00	2.40	5.60	72.00
1992 Suzuki bike	250.00	7.50	17.50	225.00
Hotsy	210.00	6.30	14.70	189.00
Gilbarro air comp	410.00	12.30	28.70	369.00
Military water tank/tra	iler 900.00	27.00	63.00	810.00
2007 Chevy Tahoe (41	2315) 350.00	10.50	24.50	315.00
2013 Chevy Tahoe (30	6921) 275.00	8.25	19.25	247.50
2016 Dodge Charger (2	<mark>260010)1500.0</mark> 0	45.00	105.00	1350.00
2016 Ford Explorer (37	7522) 350.00	10.50	24.50	315.00
Kawasaki mule #1	610.00	18.30	42.70	549.00
Kawasaki mule #2	700.00	21.00	49.00	630.00
Kawasaki mule #3	700.00	21.00	49.00	630.00
Kawasaki mule #4	880.00	26.40	61.60	792.00
2007 Ford Expedition	(47940) 1300.00	39.00	91.00	1170.00
2008 Ford Expedition	(55580) 1400.00	42.00	98.00	1260.00

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Gen Pro Gen #1**	750.00	22.50	52.50	675.00
Gen Pro Gen #2**	650.00	19.50	45.50	585.00
Gen Pro Gen #3**	550.00	295.00**	38.50	216.50
Gen Pro Gen #4**	650.00	19.50	45.50	585.00
Gen Pro Gen #5**	650.00	19.50	45.50	585.00
Gen Pro Gen #6**	550.00	16.50	38.50	495.00
Totals	\$48555.00	1879.15	\$3398.85	\$43277.00

Check is enclosed.

Thank you,

Jim Hoobler



Thank you,

^{*-}Advertised in print with selling price under \$5000.00

^{**-} Advertised all six Gen Pro's in print



Office of Airport Safety and Standards

800 Independence Ave, SW. Washington, DC 20591

September 13, 2023

Dear Airport Sponsor:

This letter provides awareness of and guidance on maintaining airport-owned¹ approach lighting systems and visual (including lighted navigational) aids.

Background

Advisory Circular (AC) 150/5340-26C, *Maintenance of Airport Visual Aid Facilities* provides guidelines for the maintenance of airport visual aid facilities, including a visual glideslope indicator system (VGSI)², runway end identifier lights (REILs), or an approach lighting system (ALS)³ not owned, operated, and maintained by the Federal Aviation Administration (FAA). In addition, provisions in the current version of AC 150/5340-26, paragraph 3.7, describe the actions of airport sponsors when visual aids are implicated in an aircraft accident.

In several recent aircraft accidents, the FAA has become aware of airport-owned visual aids (VisAids) that have not been maintained in accordance with the guidance outlined in 150/5340-26. Moreover, there have been instances where the airport operator has failed to maintain appropriate trained staff or contracted services to ensure airport owned VisAids are being maintained appropriately. In some instances, the airport sponsors were unfamiliar with AC 150/5340-26 guidelines for maintaining airport-owned VisAid facilities and sponsor responsibilities when VisAids are identified as a potential suspect in an aircraft accident.

Airport Sponsor Responsibilities

Federally Obligated Airports

The use of AC 150/5340-26 is mandatory for all applicable projects funded with Federal grant monies through the Airport Improvement Program (AIP) and other federal programs, along with revenue from the Passenger Facility Charges (PFC) Program. See Grant Assistance No. 34, Policies, Standards, and Specifications, and PFC Assurance No. 9, Standards and Specifications.

¹Airport-owned approach lighting is systems owned or operated on the airport other than those owned, operated, and maintained by the Federal Aviation Administration.

²VGSI include precision approach path indicators (PAPI) and visual approach slope indicators (VASI).

³ALS include ALSF-II and MALS (F/R). Note: For airport-owned approach lights associated with an Instrument Landing System (ILS), additional requirements under <u>Title 14 CFR Part 171 – Non-Federal Navigational Facilities</u> may apply.

<u>Title 14 Code of Federal Regulations (CFR) part 139 Certificated Airport Operators</u>
Applicable requirements under 14 C.F.R. Part 139 require airport operators to document airport-owned lighting systems in the Airport Certification Manual (ACM), train personnel properly, and maintain systems to ensure each item provides an accurate reference to the user. Reference National Part 139 <u>Cert Alert 23-03</u> (*Airport-Owned Approach Lighting System Oversight*), dated 4/27/2023.

Recommendations

To ensure proper maintenance and oversight of airport-owned approach lighting systems and VisAids, it is essential to review federal obligations and certification status as they pertain to AC 150/5340-26. Airports should also consider the following:

- (1) Maintain contact with the manufacturer of airport-owned approach lighting systems and VisAids to establish ongoing technical support.
- (2) Obtain comprehensive manuals, specialized adjustment tools, and recommended maintenance schedules. Incorporate updates as issued or recommended.
- (3) Plan and budget for regular inspection and maintenance of lighting systems.
- (4) Prepare and maintain maintenance logs and systems, as well as, site-specific safety training.

Requirements per AC 150/5340-26 when lighted NavAids and/or VisAids are identified as a potential suspect in an aircraft accident:

- a. Immediately inspect the affected facility and record as-found for all functional parameters per the appropriate table of Appendix A, Standards and Tolerances, of AC 150/5340-26.
- b. Retain the as-found inspection record (technical performance record) per paragraph 3.4 of AC 150/5340-26 and store it at the airport manager's office (on site at the airport) for ready access by authorized personnel.
- c. Prepare a maintenance log entry and include a written statement that a facility "asfound inspection" is complete. The airport sponsor/owner/operator should also verify and state that the equipment is functional per the manufacturer's standards, tolerances, and specifications. The statement should be delivered to the airport manager for filing in the airport manager's office.
- d. Contact the Operations Control Center (OCC) to cancel the Notice to Air Mission (NOTAM). NOTAM cancellation should be conducted per FAA JO 7930.2, current revision.

If you have questions, please contact your appropriate FAA Airports Division Regional Office (Airport Certification Safety Inspector or FAA Airports District Office as applicable).

Thank you for your cooperation.

Sincerely,

July 13

John R. Dermody, P.E. Director, Airport Safety and Standards