



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

May 23, 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.](#) Meeting Minutes from April 25, 2023
- [b.](#) Meeting Minutes from May 2, 2023
- [c.](#) Sheila Hudson-Macchietto Part-Time Transition
- [d.](#) Burnell Haywood Termination
- [e.](#) Nancy Bustos Retirement
- [f.](#) Ray Walsh Resignation
- [g.](#) Christiana Camacho New Hire
- [h.](#) Bruce Roscoe HCBA and HCBOR Resignation
- [i.](#) Abatement 23-16 - Dennis Ceremuga
- [j.](#) Abatement 23-17 Mark and Cynthia Worgan
- [k.](#) Abatement 23-18 Richard C Hammer Revoc Trust

4. PUBLIC COMMENT

5. APPOINTMENTS

- a.** Honoring Elders and Youngers - Sandy Dolak
- b.** Honoring Veteran Frank Wolfe
- c.** Broadband Ready Certification - Lola Spradley, Huerfano County Economic Development Inc.

6. LAND USE

- a. Public Hearing - Revocation of CUP15-010 PW CANRE Walsenburg

7. ACTION ITEMS

- a. Resolution Adopting a Real and Personal Property Disposition Policy
- b. Resolution Cancelling DHS Warrants
- c. Resolution Releasing Tabula Rasa Bonds
- d. Resolution Appointing Bruce Allen to the HCBA
- e. Resolution Appointing Richard Dunn to the HCBA
- f. Resolution Appointing Mary Norby to the Board of Review
- g. Resolution and Agreement for Energy Performance Contracting Lease Purchase
- h. Revised 2022 Huerfano County Audit
- i. Air Compressor for Cat 936 Loader
- j. Voting Equipment Quote
- k. Amended DHS Mental Health Services Agreement
- l. Revised Credit Card Policy
- m. PICES Cyber Security Agreement
- n. Health Department Opioid Settlement Funding Agreement
- o. Rob Heilman Bulk Water Permit
- p. 611 Main Gym Project Authorization Request
- q. 611 Main Gym Project Management Agreement
- r. Proposed Law Enforcement Services Agreement from the City of Walsenburg
- s. Liquor License Renewal for Gardner Liquors
- t. Special Event Liquor License for Panadero Ski Corp

8. STAFF REPORTS

- a. County Administrator
- b. County Attorney

9. CORRESPONDENCE

- a. CTSI Provides Boiler & Pressure Vessel Inspections
- b. CTSI Remaining in Good Standing
- c. Front Range Passenger Rail Huerfano and Las Animas Counties Briefing
- d. Huajatolla Heritage Foundation Thank You
- e. Thank you from Peakview Destination Imagination

10. EXECUTIVE SESSION

11. ADJOURNMENT

12. UPCOMING MEETINGS

COMMISSIONER'S MEETING***Regular Meeting*****April 25, 2023**

Chairman Galusha called the meeting to order followed by the Pledge of Allegiance.

Commissioners John Galusha, Arica Andreatta and Karl Sporleder were present.

Commissioner Andreatta made a motion to approve the April 25, 2023 Agenda as presented.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

Commissioner Andreatta made a motion to approve the April 25, 2023 Consent Agenda as presented.

Motion: Andreatta

Second: Sporleder

Discussion:

- a. Meeting Minutes from March 21, 2023
- b. Meeting Minutes from March 28, 2023
- c. Meeting Minutes from April 4, 2023
- d. Meeting Minutes from April 18, 2023
- e. Rodney Smircich Seasonal Re-Hire
- f. Sharla Martinez Resignation
- g. Emilee Weniger Resignation
- h. John Rodriquez New Hire

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

10:03 A.M. Public Comment:

Dale Lyons from Gardner spoke.

Shawn McDonald from Gardner spoke.

10:12 A.M. Appointments:

- a. Honoring Elders and Youngers – Sandy Dolak is heading up this project. Congratulations to this month’s nominees, *Juanita Maes* from RedWing who celebrated her 100th birthday on the 21st of April; and *Antonio “Tony” Martinez* who is not here today because she is taking the SAT test. Both recipients get a Letter of Appreciation and a sweatshirt with the county logo on it. Both are appreciated for the lasting effect they have on their community and the lives they touch.
- b. Burn Permits and Air Quality Delegation of Authority Discussion – All three of the Fire Chiefs of Huerfano County and two representatives from the Health Dept were present. The Board requested an extension until July and a future meeting to include Amber Eglund, Colorado Dept of Public health, the county Sheriff, and the county office of Emergency Management, in order to get the clarification they need before making a decision.
- c. Winterfest Funding Request – Carlton Croft and Amanda Korth spoke about the 2024 Winterfest. It is scheduled for February 2 – 4, 2024 and is an economic and tourism driver for Huerfano and Las Animas County. The focus is on Scenic Highway of Legends between La Veta and Monument Lake but will include other events happening from Walsenburg to Trinidad.

Motion to approve granting \$5,000.00 to 2024 Winterfest project, with another \$5,000.00 contingent on receiving matching funding from other sponsors.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

11:49 A.M. Land Use: NONE

11:49 A.M. Action Items:

County Administrator Carl Young and the Board reviewed Action items.

a. Resolution #23-13 Adopting Roadway Standards into Land Use Codes.

Motion to approve Resolution #23-13 A RESOLUTION ADOPTING HUERFANO COUNTY ROADWAY DESIGN AND CONSTRUCTION STANDARDS INTO THE LAND USE CODE AS SECTION 19.00 AND MAKING CERTAIN AMENDMENTS TO ARTICLE 10.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

b. On-Call Engineering Award Recommendation.

Motion to approve the award for the On-Call Engineering RFP 2023-03 to GMS Inc. and KLJ Engineering, LLC.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

c. Resolution #23-17 appointing County Engineer and On Call Engineers.

Motion to adopt Resolution # 23-17 A RESOLUTION APPOINTING BRUCE ROSCOE AS COUNTY ENGINEER AS WELL AS APPOINTING GMS INC. AND KLJ ENGINEERING, LLC AS ON-CALL COUNTY ENGINEERS WITH TERMS EXPIRING ON MAY 1, 2027.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

d. KLJ Engineering, LLC On-Call Engineering Master Service Agreement.

Motion to approve the Agreement Between Owner, Huerfano County and Engineer, KLJ Engineering, LLC, for Professional Services, Task Order Edition, effective 4/17/2023.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

e. Open Burning Delegation of Authority.

See earlier discussion b. under Appointments.

f. Huerfano County Sheriff – Behavioral Health Grant Agreement.

Motion to approve the Contract Amendment between Colorado Department of Human Services Behavioral Health Administration and Huerfano County Sheriff's Department in the amount of \$131,550.00 ending June 30, 2023.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

g. Ambulance Service License Renewal for Spanish Peaks Regional Health Center.

Motion to approve and sign the five (5) Ambulance Service License Renewals for Spanish Peaks Regional Health Center for period from April 28, 2023 to April 27, 2024, License Number 2023-02.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

h. Garnett Powell Maximon Barlow (GPMB) Attorney Retention Letter.

Motion to approve Retention Agreement between Huerfano County and Garnett Powell Maximon Barlow. (Same attorney, but new firm and new agreement for continued services.)

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

i. Public Trustee 1st Quarter 2023 Report.

Motion to approve the Public Trustee 1st Quarter 2023 Report in the amount of \$1,270.00.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

j. Accounts Payable Vendor Run March 2023.

Motion to approve the Vendor Run March 2023 in the amount of \$264,767.08.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

k. Wagner CAT Trash Truck Repair Parts.

Motion to approve quote from Wagner CAT for Trash Truck Repair in the amount of \$3,869.58.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

l. Fiesta Park Grounds Maintenance Contracts.

Motion to approve two (2) seasonal contracts for Fiesta Park (for Art Cruz and for Jimmy Garcia), effective May 1, 2023 through October 31, 2023.

Motion: Andreatta **Second:** Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

m. Spanish Peaks Airport Ground Lease for Travis Ruff.

Motion to approve Airport Land Lease and Hangar Development Agreement starting Feb 1, 2023 between Huerfano County and Travis Ruff.

Motion: Andreatta **Second:** Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

n. Waste Transfer Station Fee Waiver Request for County Road 420 and 421.

Motion to approve request from “Can It, Huerfano” for Huerfano to supply bags and waive Waste Transfer Station fees for trash gathered on April 28, 2023 from county Roads 420 and 421 with a safety talk to precede the trash pickup.

Motion: Andreatta **Second:** Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

o. Colorado Invasive Species Plant Management Grant Approval.

Motion to approve the *Colorado Invasive Species Plant Management Disaster Supplemental Funding Grant* application for the requested amount of \$25,000 and to authorize the county chairman to sign all related documents.

Motion: Andreatta **Second:** Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

p. Noxious Weed Fund 2023 Grant Approval.

Motion to approve the NWF 2023 funding request provided by the Colorado Department of Agriculture in the amount of \$19,140 and to authorize the county chairman to sign all necessary documents.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

q. Bulk Water Application – Perez.

Motion to approve Bulk Water Haul Permit for Jose and Lisa Perez for property at 1550 Yellowstone Creek Rd., Gardner, CO 81040.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

r. Accounting Update and Funding Request.

Motion to authorize an additional \$25,000 for accounting services from DMC Auditing and Consulting, to a total not to exceed amount of \$43,000.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

s 1) 2023 Community Development Funding Recommendations - \$89,000.

Motion to authorize the following expenditures from the American Rescue Plan State and Local Funds: \$5,000 to Museum of Friends; \$3,000 to La Veta Village, Inc.; \$8,000 to Two Peaks Fitness Inc.; \$5,000 to Huerfano County Youth Services; \$22,000 to Panadero Ski Corporation; \$2,000 to Metro Volunteers; \$1,000 to Huajatolla Heritage Foundation; \$2,000 to The American Legion, Post 16 Huerfano; \$3,000 to La Veta Trails, Inc.; \$4,500 to Walsenburg Downtown Revitalization Committee; \$1,000 to La Clinica; \$2,500 to Rocky Mountain Farmers Union Educational & Charitable Foundation; \$20,000 to Spanish Peaks Community Foundation Inc.; and \$10,000 to Scenic Highway of Legends Inc.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

s 2) 2023 Community Development Funding Recommendations - \$39,000.

Motion to authorize the expenditure of \$39,000 from the Local and Tribal Consistency Fund for free concerts and outdoor movies to the Spanish Peaks Community Foundation.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

s 3) 2023 Community Development Funding Recommendations –Remaining \$11,000.

Motion to allocate the remaining \$11,000 of 2023 Community Development Funding to the Scenic Highway of Legends OSO COLD 2024 Winterfest.

Motion: Andreatta Second: Sporleder

Discussion: Administrator confirmed with Commissioners that this \$11,000 includes the funds authorized earlier in the meeting and previous criteria continue to apply.

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

t. Colorado Rhino Plumbing Back Flow Preventer Labor for DHS.

Motion to approve the quote from Colorado Rhino Plumbing, Estimate # 230411-01, in the amount of \$1,156.00 for pressure backflow installation.

Motion: Andreatta Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

u. Federal Mineral Lease District Board Composition Change Request.

Motion to REJECT the request from the Federal Mineral Lease District to both increase the Board Member number to four (4); and to remove an acting County Commissioner to serve on the board.

Motion: Andreatta Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

v. Law Enforcement Services Agreement.

Motion to table this decision until after the May 16th City of Walsenburg Election.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

12:43 P.M. Motion to recess for 5 minutes.

12:48 P.M. BOCC Meeting Back in Session

12:48 P.M. Staff Reports:

a. County Administrator: - Carl Young

- Huerfano Water Conservancy Board requested to partner in an effort to supply water for the Colorado Department of Transportation (CDOT) Siete, Inc. construction project on I-25. Chairman Galusha stated that Siete, Inc would need 9 acre feet of water for April, May and June 2023 for a total of 17.8 acre feet.

Motion to appoint John Galusha as the representative for the county to discuss with the Huerfano Water Conservancy Board, for the CDOT Siete, Inc construction project, the terms of 9 acre feet of water to ensure a breakeven point.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

- May 8th Legislative Session Ends
- Energy Performance Contracting
- The public hearing regarding redistricting of the Huerfano County Commissioners Districts under C.R.S. 30-10-306 will be at the next regular meeting May 9th at 10 AM.

b. County Attorney – Lisa Powell-DeJong

Nothing to report at this time but several things in Executive Session.

12:55 P.M. Correspondence:

County Administrator Carl Young and the Board reviewed Correspondence.

Motion to give Carl Young, County Administrator, the authority to sign up for 2023 Huerfano County Historical Society Butte Membership for \$100.00.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

1:05P.M. Recess Regular BOCC Meeting:

Chairman Galusha called to recess meeting at 1:05 P.M. to go into Executive Session.

1:06 P.M. Go into Executive Session:

Carl Young, Administrator called to go into Executive Session at 1:06 P.M.

Motion: Andreatta

Second: Sporleder

Discussion:

- For discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected

official; or personnel policies that do not require the discussion of matters personal to particular employees. **General HR Update**

- b. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Solano v HCSO and Ramadhani v. Huerfano County**
- c. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6- 402(4)(e). **City Law Enforcement Services Contract**
- d. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Marijuana Excise Tax Enforcement**
- e. For discussion of specialized details of security arrangements or investigations under C.R.S. §24-6-402(4)(d). **Inmate Death Investigation**
- f. No decisions will be made in Executive Session.

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

4:30 P.M. Adjourned Executive Session:

Chairman Galusha called to come out of Executive Session at 4:30 P.M.

4:31 P.M. Re-convene Regular BOCC Meeting:

Chairman Galusha called to re-convene to Regular Meeting at 4:31 P.M.

4:32 P.M. Adjourned Regular BOCC Meeting:

Chairman Galusha called to adjourn regular BOCC meeting at 4:32 P.M.

Meeting adjourned at 4:32 P.M.

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

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder

COMMISSIONER'S MEETING

Special Meeting

May 02, 2023

Commissioner Andreatta called the meeting to order followed by the Pledge of Allegiance.

Commissioners Arica Andreatta and Karl Sporleder were present. Chairman John Galusha was absent.

Commissioner Andreatta made a motion to approve the May 2, 2023 Agenda as presented.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Absent

10:31 A.M. Executive Session

Commissioner Andreatta made a motion to go into Executive Session.

Motion: Andreatta

Second: Sporleder

Discussion:

- a. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). Solano v. Las Animas and Huerfano County Commissioners; Solano v. HCSO; and Ramadhani v. Huerfano County,
- b. No decision will be made in Executive Session

Resolved: Motion passed.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Absent

2:34 P.M. Adjourned Executive Session:

Commissioner Andreatta called to come out of Executive Session at 2:34 P.M.

2:37 P.M. Re-convene Special Meeting:

Commissioner Andreatta called to re-convene to Special Meeting at 2:37 P.M.

2:38 P.M. Adjourned Special Meeting:

Commissioner Andreatta called to adjourn Special meeting.

Meeting adjourned at 2:38 P.M.

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

COMMISSIONERS:

 ABSENT
John Galusha, Chairman

Arica Andreatta

Karl Sporleder

HUERFANO COUNTY

PAYROLL STATUS CHANGE

EFFECTIVE DATE

6/2/2023

NAME:

Sheila Hudson-Macchietto

PAYROLL :

6/9/2023

CHANGE OF
ADDRESS/
PHONE

STREET

CITY, STATE, ZIP

TELEPHONE

CHANGE

FROM

(DOES NOT APPLY TO NEW EMPLOYEE)

TO

JOB TITLE

**Human Services Director
Dept of Human Services**

DEPARTMENT

HOURS

ANNUAL SALARY

SEMI-MONTHLY
SALARY

HOURLY SALARY

OTHER SALARY

Final Payout \$13,917.67**REASON FOR CHANGE**

NEW HIRE

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

Termination

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

Sheila will be working part time Tuesday-Thursday each week starting June 6 2023 and training her replacement, per contract signed in November 2022.

Dan May
Assistant Director,, Huerfano County Department of Human Services

John Galusha, Chairman

5/17/2023

Date

Date

Date to Finance Office:

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE

EFFECTIVE DATE

6/5/2023

NAME:

Sheila Hudson-Macchietto

PAYROLL :

6/16/2023CHANGE
OF
ADDRESS/
PHONE

STREET

CITY, STATE, ZIP

TELEPHONE

CHANGE

FROM

(DOES NOT APPLY TO NEW EMPLOYEE)

TO

JOB TITLE

Human Services Director

DEPARTMENT

Dept of Human Services

HOURS

ANNUAL
SALARYSEMI-MONTHLY
SALARYHOURLY
SALARY**\$48.00 per hour**

OTHER SALARY

REASON FOR CHANGE

NEWHIRE

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

Sheila will be working part time Tuesday-Thursday each week effective June 6, 2023 and training her replacement, per contract signed in November 2022.

I, Dawn Martinez, Assistant Director certify that the above presented information has been requested by the Department Head and or Elected Official directly responsible for the employee named within. I certify that I have received all proper documentation and that I have entered the information on the Green Sheet to reflect the change as requested.

Dawn Martinez
Signature of preparer

5-17-23
Date Signed

John Galusha-Board Chairman

Arica Andreatta, Vice Chairman

Karl Sporleder, Commissioner

Date

Date to Finance Office:

HUERFANO COUNTY		
PAYROLL STATUS CHANGE		EFFECTIVE DATE
		5/8/2023
NAME: Burnell Haywood	PAYROLL :	4/28/2023
CHANGE OF ADDRESS/ PHONE	STREET	
	CITY, STATE, ZIP	
	TELEPHONE	
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Communications Officer / Dispatcher	
DEPARTMENT	Emergency servuces	
HOURS		
ANNUAL SALARY	\$38,000.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER </div> <div style="width: 30%;"> RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID TERMINATION </div> <div style="width: 30%;"> LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER </div> </div>		
COMMENTS, IF NECESSARY		
Motion to Accept the Termination of Burnell Haywood 05/08/2023.		
Elected Official/Department Manager		Chairman
Date		Date
Date to Finance Office: _____		

HUERFANO COUNTY		
PAYROLL STATUS CHANGE		EFFECTIVE DATE
		6/16/2023
NAME:	Nancy Bustos	PAYROLL :
		6/23/2023
CHANGE OF ADDRESS/ PHONE		
STREET		
CITY, STATE, ZIP		
TELEPHONE		
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Accounting Clerk III	
DEPARTMENT	Public Welfare Fund	
HOURS		
ANNUAL SALARY	\$48,300.20	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE	RESIGNATION	LENGTH OF SERVICE INCREASE
REHIRED	RETIREMENT	REEVALUATION OF CURRENT JOB
PROMOTION	LAYOFF	INTRODUCTORY PERIOD COMPLETED
DEMOTION	ADMINISTRATIVE LEAVE PAID	OTHER
TRANSFER	ADMINISTRATIVE LEAVE UN-PAID	
TERMINATION		
COMMENTS, IF NECESSARY		
Motion to Accept the Retirement of Nancy Bustos on June 16, 2023		
Elected Official/Department Manager	Chairman	
Date	Date	
Date to Finance Office:		

HUERFANO COUNTY		
PAYROLL STATUS CHANGE		EFFECTIVE DATE
		6/7/2023
NAME:	Raymond Walsh	PAYROLL :
		6/23/2023
CHANGE OF ADDRESS/ PHONE		
STREET		
CITY, STATE, ZIP		
TELEPHONE		
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Communications Manager	
DEPARTMENT	Emergency Services	
HOURS		
ANNUAL SALARY	\$61,500.14	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE	RESIGNATION	LENGTH OF SERVICE INCREASE
REHIRED	RETIREMENT	REEVALUATION OF CURRENT JOB
PROMOTION	LAYOFF	INTRODUCTORY PERIOD COMPLETED
DEMOTION	ADMINISTRATIVE LEAVE PAID	OTHER
TRANSFER	ADMINISTRATIVE LEAVE UN-PAID	
TERMINATION		
COMMENTS, IF NECESSARY		
Motion to Accept the Resignation of Raymond Walsh Effective June 7, 2023.		
Elected Official/Department Manager	Chairman	
Date	Date	
Date to Finance Office: _____		

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		4/10/2023
NAME: Christiana Camacho	PAYROLL :	4/28/2023

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Elections Specialist
DEPARTMENT		Clerk & Recorder
HOURS		
ANNUAL SALARY		\$33,000.00
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		Non-Exempt

REASON FOR CHANGE

<div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">NEW HIRE</div> REHIRED PROMOTION DEMOTION TRANSFER	RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
---	--	---

COMMENTS, IF NECESSARY

Motion to Approve the Hire of Christiana Camacho as Elections Specialist in the Clerk & Recorder with a Salary of \$33,000.00 Annually.

Elected Official / Department Head _____ Date _____

Angela Wakeman _____ 4/5/2023

Human Resources Officer _____ Date _____

John Galusha, Chairman _____ Date _____

Budget Officer _____ Date _____

Date Inputed Into System _____



MEMORANDUM

MEETING TYPE: Regular Meeting
MEETING DATE: May 23, 2023
ITEM NAME: Resignation of Bruce Roscoe from the HCBA and HCBOR
SUBMITTED BY: Carl Young
SUMMARY:

Bruce Roscoe submitted his resignation from the Huerfano County Building Authority and the Huerfano County Board of Review via email on May 15, 2023. He has served on these boards for a number of years, serving as Chair for most of his time on these Boards. Request a motion to accept his resignation from both boards with regret.



Roscoe Resignation

Bruce Roscoe <bruceroscoe@roscoeengineering.com>

Mon, May 15, 2023 at 5:42 PM

To: Ryan Sablich <rsablich@huerfano.us>, Carl Young <cyoung@huerfano.us>, "norby_mary@yahoo.com" <norby_mary@yahoo.com>, Ryan Gies <co.rhino.plumbing@gmail.com>, Jacque Sikes <jacque@walsenburghousing.org>

All,

Regretfully, I have to resign from the Regional Building Authority Board and the Appeals Board. I simply do not have the time. My best to all of you. It has been an honor.

Sincerely,

Bruce A. Roscoe P.E.

720-934-7735 Cell

719-738-5715 Office

bruceroscoe@roscoeengineering.com

PETITION FOR ABATEMENT OR REFUND OF TAXES

23-11

Item 3i.

County Name HUERFANO

Date Received _____
Use Assessor's or Commissioners Date Stamp

Section I: Petitioner: please complete Section I only

Date: Feb. 19 2023
Month DAY Year

SCANNED
2-24-23

Petitioner's Name: DENNIS CEREMUGA
Petitioner's mailing address PO BOX 865
LA VETA CO 81055
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) 225875
PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 2000 Piney Ridge Road

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Valuation Does NOT Reflect Realistic Property Value due to current MARKET + Damage due TO 2018 FIRE
Petitioner's estimate of value \$? Value Year TO 2018 FIRE
See ATTACHED

I declare, under penalty of perjury in the second degree, that this petition, together with any accompany exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

Dennis Ceremuga
Petitioner's Signature
N/A
Agent's Signature *

Daytime Phone Number 303/859-1176
Email dennisceremuga@gmail.com
Daytime Phone Number Same
Email Same

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)

	Tax Year		
	<u>2022</u>		
	Actual	Assessed Value	Tax
Original	<u>570,871</u>	<u>39785</u>	<u>2727.60</u>
Corrected	<u>570,871</u>	<u>39785</u>	<u>2727.60</u>
Abate/Refund	<u>0</u>	<u>0</u>	<u>0</u>

Assessor recommends approval as outlined above

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(i)(a)(i)(D), C.R.S.

Tax year: _____ Protest? No Yes (if a protest was filed, please attach a copy of NOD.)

☒ Assessor recommends denial for the following reason(s): Valuation was based on consideration of cost, market & income approaches. data used is from 18mo period ending June 30, 2020. Adjustment to land for spring fire were made.

Elisha Meadows
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**(Section III or Section IV must be completed)**

Every petition for abatement or refund filed pursuant to § 39-10-114 shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, §39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with *39-1-113(1.5), C.R.S.

Tax Year _____

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the county treasurer for full payment information

Petitioner's Signature _____ Date _____

Assessor's or Deputy Assessor's Signature _____ Date _____

Section IV: Decision of the County Commissioners
(must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Huerfano County, State of Colorado, at a duly and lawfully called regular meeting held on 05 / 23 / 2023, at which meeting there were present the following members:
Month Day Year
John Galusha, Arica Andreatta, Karl Sporleder

with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and ~~Assessor~~ Treasurer - Debra Reynolds (being present--not present) and
Name
petitioner Dennis Ceremuga (being present--not present), and WHEREAS, The said
Name
County Commissioners have carefully considered the within application, and are fully advised in relation thereto
NOW BE IT RESOLVED, That the Board (~~agrees--does not agree~~) with the recommendation of the assessor and the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

<u>2022</u> Year	<u>39,785</u> Assessed Value	<u>0</u> Taxes Abate/Refund
---------------------	---------------------------------	--------------------------------

Chairperson of the Board of County Commissioners' Signature _____

I, Erica Vigil, County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County
this 23rd day of May, 2023
Month Year

County Clerk's or Deputy County Clerk's Signature _____

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The Action of the Board of County commissioners, relative to the within petition, is hereby
Approved; Approved in part \$ _____; Denied for the following reason(s): _____

Secretary's Signature _____ Property Tax Administrator's Signature _____

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114 shall be acted upon pursuant to the provisions of this section by the board of county commissioners or the assessor, as appropriate, within six months of the date of filing such petition, §39-1-113(1.7), C.R.S.

Section: III

Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

The commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with *39-1-113(1.5), C.R.S.

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the county treasurer for full payment information

Petitioner's Signature _____

Date _____

Assessor's or Deputy Assessor's Signature _____

Date _____

Section IV:

Decision of the County Commissioners

(must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Huerfano County, State of Colorado, at a duly and lawfully called regular meeting held on 05 / 23 / 2023, at which meeting there were present the following members:

Month Day Year
John Galusha, Arica Andreatta, Karl Sporleder

with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and ~~XXXXX~~ Treasurer - Debra Reynolds (being present--not present) and

Name

petitioner Mark & Cynthia Worgan (being present--not present), and WHEREAS, The said

Name

County Commissioners have carefully considered the within application, and are fully advised in relation thereto NOW BE IT RESOLVED, That the Board (~~agrees--does not agree~~) with the recommendation of the assessor and the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

<u>2021</u>	<u>35,312</u>	<u>389.34</u>	<u>2022</u>	<u>34,391</u>	<u>387.62</u>
Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund

Chairperson of the Board of County Commissioners' Signature

I, Erica Vigil, County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this 23rd day of May, 2023

Month

Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V:

Action of the Property Tax Administrator

(For all abatements greater than \$10,000)

The Action of the Board of County commissioners, relative to the within petition, is hereby
 ___ Approved; ___ Approved in part \$ _____; ___ Denied for the following reason(s):

Secretary's Signature _____

Property Tax Administrator's Signature _____

PETITION FOR ABATEMENT OR REFUND OF TAXES

23-
Item 3j.

County Name HUERFANO

Date Received _____
Use Assessor's or Commissioners Date Stamp

Section I: Petitioner: please complete Section I only

Date: May 9 2023
Month DAY Year

Petitioner's Name: Mark & Cynthia Worgan
Petitioner's mailing address: PO Box 572
La Veta CO 81055
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>211396</u>	<u>Lots 3 & 4 except a 12'wide strip of land along the southerly</u>
	<u>boundary of said lot 4 cont .08 ac t/a .53 grand total 1.10</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the property for the property tax year(s) 2021 and 2022 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.

Part of property that was vacant should have been changed to residential with the remaining property. changed for 21 and 22.

Petitioner's estimate of value \$ _____ () and \$ _____ ()
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompany exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

Petitioner's Signature

Daytime Phone Number _____
Email _____

BY _____
Agent's Signature *

Daytime Phone Number _____
Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:			Assessor's Recommendation (For Assessor's Use Only)			
	Actual	Tax Year	2021	Actual	Tax Year	2022
		Assessed	Tax		Assessed	Tax
Original	<u>493869</u>	<u>39582</u>	<u>3601.82</u>	<u>493869</u>	<u>38643</u>	<u>3522.92</u>
Corrected	<u>493869</u>	<u>35312</u>	<u>3212.48</u>	<u>493869</u>	<u>34391</u>	<u>3135.30</u>
Abate/Refund	<u>0</u>	<u>4270</u>	<u>389.34</u>	<u>0</u>	<u>4252</u>	<u>387.62</u>

☒ Assessor recommends approval as outlined above

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(J), C.R.S.

Tax year: _____ Protest? _____ No _____ Yes (if a protest was filed, please attach a copy of NOD.)

Tax year: _____ Protest? _____ No _____ Yes (if a protest was filed, please attach a copy of NOD.)

☐ Assessor recommends denial for the following reason(s):

Elisha Meadows
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114 shall be acted upon pursuant to the provisions of this section by the board of county commissioners or the assessor, as appropriate, within six months of the date of filing such petition, §39-1-113(1.7), C.R.S.

Section III

Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

The commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with *39-1-113(1.5), C.R.S.

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the county treasurer for full payment information

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

Section IV:

Decision of the County Commissioners

(must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Huerfano County, State of Colorado, at a duly and lawfully called regular meeting held on 05 / 23 / 2023, at which meeting there were present the following members:

Month Day Year
John Galusha, Arica Andreatta, Karl Sporleder

with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and ~~XXXXX~~ Treasurer - Debra Reynolds (**being present--not present**) and

petitioner Richard C Hammer Revoc Trust (**being present--not present**), and WHEREAS, The said

Name

County Commissioners have carefully considered the within application, and are fully advised in relation thereto NOW BE IT RESOLVED, That the Board (**agrees--does not agree**) with the recommendation of the assessor and the petition be (**approved--approved in part--denied**) with an abatement/refund as follows:

<u>2021</u>	<u>129</u>	<u>505.65</u>	<u>2022</u>	<u>129</u>	<u>506.85</u>
Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund

Chairperson of the Board of County Commissioners' Signature

I, Erica Vigil, County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this 23rd day of May, 2023.

Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V:

Action of the Property Tax Administrator

(For all abatements greater than \$10,000)

The Action of the Board of County commissioners, relative to the within petition, is hereby

☐ Approved; ☐ Approved in part \$ _____; ☐ Denied for the following reason(s): _____

Secretary's Signature

Property Tax Administrator's Signature

PETITION FOR ABATEMENT OR REFUND OF TAXES

County Name HUERFANO

Date Received 5/8/2023
Use Assessor's or Commissioners Date Stamp

23-18
Item 3k.

Section I: Petitioner: please complete Section I only

Date: may 8 2023
Month DAY Year

Petitioner's Name: HAMMER,RICHARD C. TRUSTEE OF THE RICHARD C.HAMMER REVOC. TRU:

Petitioner's mailing address: 13 BARRANCA RD.

City or Town N.M. 81089
State Zip Code

SCHEDULE OR PARCEL NUMBER(S) 457886 LOT 33 LA VETA RANCH 39.896 ACRES

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the property for the property tax year(s) 2021 and 2022 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.

PROPERTY SHOULD HAVE AGRICULTURAL VALUES.

Petitioner's estimate of value \$ 445 (2021) and 445 2022
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompany exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

Petitioner's Signature Daytime Phone Number
Email
BY Agent's Signature * Daytime Phone Number
Email

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:

Assessor's Recommendation
(For Assessor's Use Only)

	Tax Year 2021			Tax Year 2022		
	Actual	Assessed	Tax	Actual	Assessed	
Original	21609	6267	516.28	21609	6267	517.48
Corrected	445	129	10.63	445	129	10.63
Abate/Refund	21164	6138	505.65	21164	6138	506.85

X Assessor recommends approval as outlined above

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2021 Protest? X No Yes (if a protest was filed, please attach a copy of NOD.)

Tax year: 2022 Protest? X No Yes (if a protest was filed, please attach a copy of NOD.)

Assessor recommends denial for the following reason(s):

Elisha Madonna
Assessor's or Deputy Assessor's Signat

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



Item 6a.

Staff Report

Public Hearing for CUP 15-010 Walsenburg Cannabis

Board of County Commissioners

Meeting Date: 05/23/2023

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

Background

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

Code Enforcement

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

Walsenburg Cannabis. The emails also explained that CUP 15-010 would go to the Huerfano County Planning Commission after February 1, 2023 to be considered for revocation. Two phone calls were placed to each of the numbers that were listed and messages left for Mr. Lesser with no return call.

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

Code References

18.3.1 Abandonment.

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

18.04.01 Time of application and operation.

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

1.06.04 Review and Revocation of a Conditional Use Approval

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

Staff Comments

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

Planning Commission Recommendations:

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

18.04.01 Time of application and operation.

18.04.01.01 Annual Compliance Reviews shall be performed by the Board of County Commissioners, or its designees, no later than 30 days following the anniversary date of the issuance of a Commercial Building Permit.

18.04.01.02 All required construction permits must be in place within forty-five (45) days of CUP approval, construction must begin within 180 days of building permit approval, and all final building inspections must be performed within one year of the building permit approval.

18.04.01.03 Failure to meet any of the foregoing thresholds may result in revocation of the CUP.

Decision of the Board of County Commissioners:

On March 28, 2023 The Board of County Commissioners voted unanimously to schedule a public hearing on Tuesday May 23, 2023 at 10:00am, upon closing the public hearing, the Board shall act to revoke, not to revoke or to impose additional or amended conditions or sanctions on the conditional use approval holder.

Additional Staff Comments:

On Wednesday May 10, 2023 an email was sent to David Lesser reminding him of the Public Hearing on May 23, 2023, sent him a copy of the Staff Report that was done up to that point, to let him know when the Public Hearing Notices and letters were done. As of today May 22, 2023 no correspondence has taken place between Mr. David Lesser and the Huerfano County Land Use Office.

A letter from one of the adjacent property owners Robert Maldonado was brought in on May 15, 2023 by Mr. Maldonado, who stated he couldn't be at the Public Hearing on May 23, 2023.

5/15/2023

To whom it may concern,

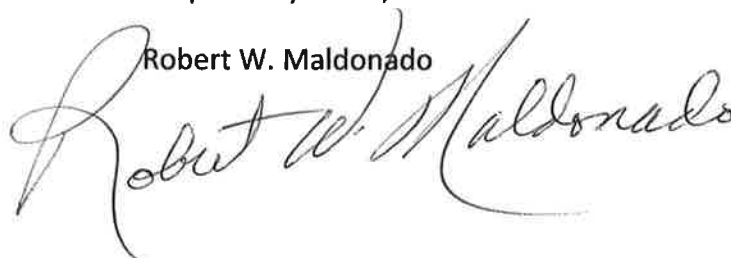
My name is Robert W. Maldonado. I live at 1620 County Road 346 in Walsenburg Colorado. I own property that ajoin the Cannabis grow located at 23054 US Highway 160. While the new tenants have been here I have had boat loads of problems with them. I reached out to them to resolve these issues and they refused to cooperate.

The issues included trespassing, cutting my fences to have access to poaching on my property. I would hear gunfire after dark. Yelling as if it was an all night bar, and they were throwing their trash on my side of the fence. My home sits directly below the property in question. I have caught them on my property a number of times and they tell me they work for the grow and to take it up with them.

I called the Code Enforcer and nothing was done to address these issues. If there is not going to be very strict enforcement, I am totally against this operation opening again.

Respectfully Yours,

Robert W. Maldonado

A handwritten signature in cursive script that reads "Robert W. Maldonado". The signature is written in dark ink and is positioned below the printed name.



Cheri Chamberlain <cchamberlain@huerfano.us>

Public Hearing Notice

1 message

Cheri Chamberlain <cchamberlain@huerfano.us>

Wed, May 10, 2023 at 8:47 AM

To: "David H. Lesser" <david@dlesser.com>

Cc: Sky Tallman <stallman@huerfano.us>, Ryan Sablich <Rsablich@huerfano.us>

Hi David,

Just wanted to give you an update. Public Hearing notice scheduled by the Huerfano County Board of County Commissioners on Tuesday May 23, 2023 at 10:00 am for Walsenburg Cannabis will be in the Huerfano World Journal tomorrow. Public Hearing notices were mailed to the surrounding properties of Walsenburg Cannabis 5/9/2023. And a sign stating when the Public Hearing will be placed at the entrance of the property today 5/10/2023. (Please refer to attachments.)

Please let me know if you have any questions.

Best Regards,

Cheri Chamberlain

Huerfano County

Building and Code Enforcement

401 Main Street Suite 304

Walsenburg, CO 81089

(719) 738-1220 ext. 117 (Office)

(719) 248-6715 (Cell)

cchamberlain@huerfano.us

3 attachments

**Walsenburg Cannabis Staff Report 2023 BOCC.pdf**

638K

**CUP 15-010 Letter to neighbors.docx**

46K

**15-010 Public Notice Letter.docx**

47K

NOTICE OF PUBLIC HEARING

The **Huerfano County Board of County Commissioners** will hold a public hearing on Land Use Application 15-010 on May 23, 2023 at 10:00 AM.

Land Use Application **15-010**, The purpose of this Public Hearing is to consider the revocation of CUP 15-010 Owned by PW CANRE Walsenburg, C/O Power RE IT for violations of Section 18.04.01 and 18.3.1 of the Land Use Code. The facility is located at 23054 US Hwy 160, Walsenburg, CO 81089 (Parcel #20449).

A staff report is available for review in the 2023 folder in the Land Use Applications Received by Year folder on the County's Land Use page: <https://huerfano.us/departments/land-use/>

Inquiries can be made by phone at:
719.738.3000 ext.506.

The public may attend and participate by Zoom at the following link:
<https://us02web.zoom.us/j/8255051219>
Meeting ID: 825-5051-1219



NOTICE OF PUBLIC HEARING

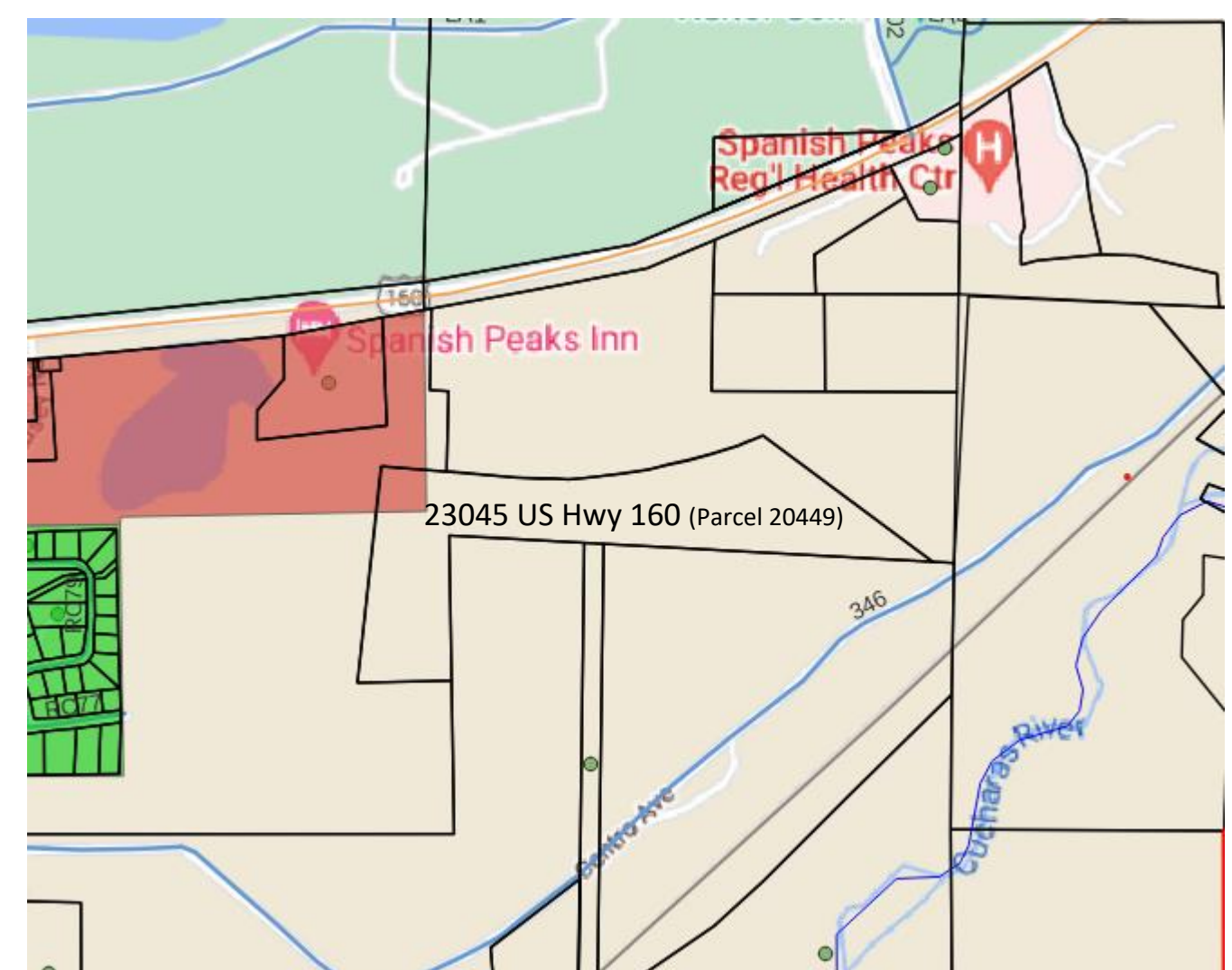
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HUERFANO COUNTY LAND USE
401 MAIN STREET, SUITE 304
WALSENBURG, COLORADO 81089
719-738-1220, EXT. 506



May 9, 2023, 2023

Notice of Public Hearing

Application Conditional Use Permit for Gravel Pit

Hearing Date: May 23, 2023

You are receiving this notice because you are listed as a property owner adjacent to the property covered by CUP 15-010, which is the subject of this public hearing.

The Huerfano County Board of County Commissioners will hold a public hearing on May 23, 2023 at 10:00 AM in the Board of County Commissioners chambers at 401 Main St, suite. 309, Walsenburg, CO 81089, to consider the revocation of Conditional Use Permit 15-010 for violations of Section 18.04.01 and 18.3.1 of the Land Use Code. The facility is located at 23054 US Hwy 160, Walsenburg, CO 81089, near the Spanish Peaks Regional Medical Center and Lathrop State Park (Parcel #20449).

The purpose of the hearing is to receive public comments concerning the potential revocation of Conditional Use Permit 15-010 Walsenburg Cannabis, owned by PW CANRE Walsenburg, C/O Power RE IT.

Application 23-06 is available for review in the *Land Use Applications Received by Year* folder on the County's Land Use page: <https://huerfano.us/departments/land-use/>

Inquiries can be made by phone at: 719.738.3000 ext.506.

The public may attend and participate by Zoom at the following link:

<https://us02web.zoom.us/j/82550511219>

Meeting ID: 825-5051-1219

RESOLUTION NO. 23 - 18

THE BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY, COLORADO

A RESOLUTION TO ADOPT A POLICY FOR THE DISPOSITION OF SURPLUS REAL AND PERSONAL PROPERTY

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

WHEREAS, The Board believes that it is in the public interest for real property owned by the county to be returned to the tax rolls if it is not needed for some present or future government use and if it can be sold for a reasonable return.; and,

WHEREAS, The Board finds that in keeping with prohibitions against acquiring real or personal property as a speculation, the County does not have the power to retain property lawfully acquired for the use of the county when the use no longer exists; and

WHEREAS, The Board desires an orderly and transparent process for this disposition of County property and believes that such a process is in the best interests of the County and the public.

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

Section 1. Purpose and Scope.

1. The purpose of this policy is to provide for the disposition of County-owned real and personal property in a manner that maximizes public benefit and upholds the highest ethical standards.
2. This policy applies to the entire Huerfano County Government, including elected officials and County-owned enterprises, and all property of Huerfano County Government or an enterprise thereof.
3. Easements and Rights-of-Way are specifically excluded from this policy and may only be vacated under the Huerfano County’s adopted Land Use Regulations.

Section 2. Definitions.

1. Surplus personal property - means that personal property which has been determined to be obsolete, outmoded, unusable or no longer usable by the institution, or property for which future needs do not justify the cost of maintenance and/or storage. Such property must be declared "surplus personal property" as set forth in this resolution; provided however, property need not be declared surplus when disposition is through the trade-in method.
2. Surplus real property - means that real property which has been determined, by the Board of County Commissioners, to not meet the current or future needs of Huerfano County.

Section 3. Disposition of Personal Property.

1. **Surplus Declaration Authority.** Department heads and elected officials have the authority to deem personal property to be surplus, except for:
 - a. computer and computer-related equipment, which can be declared as surplus only by the IT Department; and
 - b. vehicles and other motorized equipment, which shall be declared surplus only by Sheriff's Office, for motorized equipment under their authority, or the Road and Bridge Department for all other vehicles and motorized equipment
2. Storage, recycling, disposition or disposal of surplus personal property with a replacement cost of less than five hundred dollars (\$500.00) shall be at the discretion of the appropriate department head or elected official; provided that donation of items to county employees is strictly prohibited, except as set forth in subsections 4 and 5 below. The County Administrator, or a designee thereof, shall have the authority to determine the disposition of all surplus property which has a replacement cost of five hundred dollars (\$500.00) or more.
3. **Approved dispositions.** When surplus property cannot be sold to a bona-fide third party for value, approved dispositions, in the order of priority, include:
 - a. The exchange or trade-in of supplies as part or full payment for the procurement of new supplies.
 - b. The transfer of property no longer needed by one county department or elected official to another department or elected official. Surplus county property shall first be offered to other county departments via email. The property will be distributed on a first come, first served basis.
 - c. Transfer to another governmental agency.
 - d. Transfer of property to a registered 501(c) non-profit entity serving local needs, including any recipients of DHS contract awards or other non-profit agencies.
 - e. Sale of supplies that cannot be used by any department or elected official, by public auction or other public advertisement, as deemed appropriate by the finance director, in accordance with subsection (IV) below.
 - f. Sale at salvage or scrap.
 - g. Disposal of surplus personal property that is deemed unfit for disposition in any other manner.
4. **Prohibited dispositions.** County employees and their immediate family members are prohibited from purchasing surplus property, unless such purchases are made at a public auction or other advertised sale. Notwithstanding the foregoing, obsolete computers and computer-related equipment that is deemed by the IT director, or the director's designee, to net less than twenty-five dollars (\$25.00) in any public sale may be offered to county employees, free of charge with the approval of the County Administrator.
5. **Manner of sale.**
 - a. **Sales under \$500.** A total sale (representing a single transaction of one or more items) estimated to be under five hundred dollars (\$500.00) should be made by informal procedures calculated to achieve the maximum financial benefit to Huerfano County.
 - b. **Sales of \$500 or more.** A total sale (representing a single transaction of one or more items) of surplus property in estimated amounts of five hundred dollars (\$500.00) or more shall be formally advertised, sealed bids shall be taken, and the

bids received shall be submitted to the County Administrator, or a designee thereof, for award. Sale by public auction may be used in lieu of sealed bids.

- i. Huerfano County employees may submit sealed bids and may bid on surplus property at public auction.
 - ii. If no monetary offers are received in the form of sealed bids or bids at public auction, the finance director may negotiate a sale. County employees may not procure any surplus county property through a negotiated sale of any type.
6. **Returns.** Nothing contained in this code shall be construed to prohibit the return of unused goods, which are surplus to the requirements of the county. Unused goods, supplies or equipment may be returned to the original contractor with or without a restocking fee if this method of disposal will result in higher benefit to the county.
7. **Refunds.** Funds received from the sale of surplus property will be credited back to the same fund from which its original purchase originated.

Section 4. Disposition of Real Property.

1. Policy

- a. The Board of County Commissioners declares that it is in the public interest for real property owned by the county to be returned to the tax rolls if it is not needed for some present or future government use and if it can be sold for a reasonable return. The Board of County Commissioners also declares that it is in the public interest to transfer county property for a public benefit or purpose consistent with the requirements of this resolution and state law. It is therefore the policy of the county to transfer parcels of property owned by the county which are determined to be surplus property pursuant to this subsection 1, where disposal of a subject parcel:
 - i. would afford the county a reasonable return from the transaction; or
 - ii. is determined by the board of county commissioners to be in the public interest for a public benefit purpose; and
 - iii. the disposal is conducted consistent with the requirements of this resolution and state law.
- b. Each sale shall be made on the conditions the Board of County Commissioners may prescribe to the best responsible bidder after the published notice of the sale. The standard conditions set forth in section 2 below shall apply to all sales unless altered by the Board of County Commissioners.
- c. For purposes of this section, the term "sale" shall include any transfer of real property except vacation, or except as otherwise specifically excluded.
- d. Only the Board of County Commissioners may declare real property surplus. Such a declaration should be made, at minimum, in the form of a motion during a public meeting. Declarations may be made at the discretion of the Board, after a request from an Elected Official or Department Head, or after a request submitted through the public process set forth in subsection 3 below.
- e. All sales of surplus property shall use the bid procedure set forth in subsection 4 below.
- f. Real property owned by a County enterprise is subject to this resolution, except that the board of said enterprise may declare a property surplus with the consent of the Board of County Commissioners and the board of the enterprise will receive and open bids before forwarding a recommendation to the Board of

County Commissioners for final action. Provided however, that should the entirety of the Board of County Commissioners constitute the entirety of the enterprise board, then the decision to declare a property surplus may be made in a meeting of either Board and bids must be opened in a meeting of the Board of County Commissioners.

2. Standard Conditions

- a. The following conditions apply to all sales unless removed or altered by the Board of County Commissioners:
 - i. The purchaser shall pay for all costs of any bid and publication procedure, appraisal, title search, surveys, report or commitment, escrow, recordation, postage and all other such transactional costs.
 - ii. The county shall sell the surface estate of any real property by quit claim deed, and may except from such estate or interest, any and all water, water rights, mineral, mineral rights, oil, gas or leases that may be associated with the land.
 - iii. The county shall reserve any known and existing public easements for sewer, access, open space, gas, water, electricity, pipelines, ditches, canals, laterals, broadband fiber, telephone cable and for similar lines and appurtenances. No easement may be removed except by the vacation process set forth in the County Land Use Regulations and State Law.
 - iv. The County shall reserve easements for or retain title to any road right-of-way, drainage area, or other public utility right of way that have either been developed on the property since acquisition or previously existing in either prescriptive form or by informal agreement.
 - v. If the purchaser is an adjacent owner, the title shall vest, subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the abutting land of the purchasing owner. Further, the County may require adjacent owners to consolidate lots as a condition of the sale.
 - vi. In no event shall the county sell real property so as to deprive any parcel abutting the property of preexisting access connecting the abutting land with a public road, street or other public way.
 - vii. The required terms, conditions or statutory requirements arising out of the manner in which the county acquired the property shall be observed.
 - viii. No warranties, express or implied, of any kind whatsoever shall be made as to the fitness for intended use, habitability or any other assurance.
- b. The Board of County Commissioners may prescribe such other terms and conditions as in its sole discretion it shall determine including, but not limited to, those necessary for the mitigation of adverse impacts to adjacent property owners.
- c. County land use and dedication requirements shall be met, where applicable.
- d. These sale procedures shall not be construed to apply to property acquired pursuant to C.R.S. § 39-11-101 et seq. (Tax Sales Treasurer's Deed), in which event those statutory procedures shall apply.

3. Request for Sale Procedure

- a. **Right to Request.** Any person or legal entity may make a request for sale of public property, except for county staff. All requests for sale of county-owned public property shall be made on a form provided by the County and received by, or transferred to, the Land Use and Building Department.
- b. **Submittal Information.** The following must be submitted with any request.

- i. A form provided by the County that includes, at minimum, the following:
 - 1. Information to identify the parcel such as an address or preferably the Property Tax ID of the parcel;
 - 2. Contact information for the requestor;
 - 3. An opening offer for the parcel; and
 - 4. An acknowledgement that the requestor understands the request process and standard conditions.
- ii. The Assessor's Real Estate Appraisal Card or CAMA for the property
- iii. The deed where the County acquired the property.
- c. **Deposit Required.** Submitted requests must be accompanied by a deposit of either 5% of the proposed purchase price or \$1000, whichever is higher. The deposit will be fully refundable if the request is denied. If the request is approved the deposit will be applied to the purchase price and any closing costs.
- d. **Administrator's Review.** Upon receipt of a request for the sale of public property, the Land Use and Building Department will forward the request to the County Administrator, who may deny the request in the event that the Board of County Commissioners has given direction to reject requests for a given property; if the property is in use by the County; or if the County has active designs on the property. Such denial must be given in writing with the reasoning clearly stated.
- e. **Estimate of Value.** After the Administrator's review, the Land Use and Building Department will request the following from the County Assessor's office an estimate of the assessed value of the property and an estimate of the fair market value of the property.
- f. **Department and Interagency Review.** After receiving the Assessor's estimate of value, the Land Use and Building Department will circulate the request along with the supporting documentation and a map of the property including the surrounding area to the following referral agencies:
 - i. all County departments and elected officials
 - ii. The Planning Commission
 - iii. The school district and any other special purpose districts in which the requested sale is located
 - iv. All utility companies and municipalities potentially affected by the requested sale.

Additional referral agencies may be added at the discretion of the County Administrator. All referral agencies shall be allowed a thirty (30) day review period from the receipt of the referral materials to consider if there is a potential current or future use of the property that has public benefit. An extension period may be granted with the approval of the County Administrator. Failure to respond within the original review period or the extension period shall be considered a de facto statement that the agency does not know of a current or future beneficial use

- g. **Commissioners Review.**
 - i. After the conclusion of the review period or any extension, the Land Use and Building Department will prepare a package for Commissioner's review the request, along with all information provided to review agencies, and any feedback from review agencies to the Board of County Commissioners.
 - ii. A public hearing before the Board of County Commissioners shall be held for the purpose of determining whether the property should be put up for bid and the terms, conditions and reservations thereof. At least ten (10) days prior to a public hearing scheduled before the Board of County

Commissioners to consider a request for sale, a notice of the public hearing shall be published in a legal publication in Huerfano County.

- iii. The Board of County Commissioners may, after the conduct of the public hearing, direct that property be put out for bid using the procedures forth in subsection 4 below and under the conditions set forth in subsection 2 above.

4. Bid Procedures

The following bid procedures shall be used for the sale of surplus County property:

- a. **Treasurer's deeds.** If the real property proposed for sale is held by the county pursuant to a treasurer's deed, the bid procedures contained in C.R.S. § 39-11-143 shall be applicable.
- b. **Other real property.** If the real property proposed for sale is held by the county, other than pursuant to the treasurer's deed, a bid notice shall be posted in a public place at the county courthouse not less than 30 days prior to the date of sale; mailed to adjoining property owners not less than 30 days prior to the date of sale; and advertised in two issues of the paper of record or, in the absence thereof, a newspaper of general circulation in the County and the notice shall appear no closer than one week apart and within 21 days. Such notice shall reserve the right to reject any and all bids. In addition, thereto, the Board of County Commissioners shall reserve the right to impose additional bid terms and conditions, and to award the bid to the bidder which shall present the bid which is, in the sole discretion of the board of county commissioners, the best bid considering all of the terms, conditions, evidence and public interest.
- c. **Bids opened publicly.** Bids shall be publicly opened at the time and place specified in the bid notice. Bids received shall be presented to the board of county commissioners for their consideration and direction.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 23rd day of MAY 2023.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION NO. 23 - 19**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO****A RESOLUTION CANCELING DEPARTMENT OF HUMAN SERVICES
WARRANTS**

WHEREAS, the Huerfano County Department of Human Services has issued certain warrants listed below:

DATE	WARRANT	PAYEE	AMOUNT	EXPENSE ACCOUNT
08/16/2019	30963	PLEASANT VIEW APARTMENTS	24.95	055.Y080.1580.65791
10/09/2020	32081	RECONNECTING YOUTH & C.A.S.T	\$1,000.00	055.P999.FRCA.62510
11/13/2020	32152	ISTONICH, INC.	\$624.66	055.9100.8000.63121 055.P980.9900.63121 055.X260.1010.63121
12/11/2020	32187	ACCU RAPID	\$429.60	055.0500.7000.63300
12/17/2020	32229	CENTURYLINK	\$65.34	055.P999.FRCA.65791
02/24/2021	32367	ANA CHOIN	\$198.69	055.9100.8000.65796
02/26/2021	32369	DEEP ROCK	\$9.45	055.P999.FRCA.62220
03/12/2021	32414	CHAUNTELLE BROTHERS	\$63.00	055.Y080.1580.65791
11/12/2021	32837	HALLIE HOMERDING	\$45.00	055.P980.9900.62630
04/21/2022	33075	SUGAR PINE CLEANING SERVICES	\$460.00	055.P260.1012.65791
06/22/2022	33185	DOLLAR GENERAL REGIONS 410526	\$106.65	055.Y080.1580.65791
07/15/2022	33210	DOLLAR GENERAL REGIONS 410526	\$61.10	055.0500.7000.63121
08/19/2022	33272	HUERFANO COUNTY ROAD AND BRIDGE	\$1,480.74	055.P999.9900.62240
10/14/2022	33357	GUB GUB	\$51.40	055.3200.1210.62510
11/10/2022	33419	TNT RENTAL SERVICES	\$700.00	055.Y080.1597.65791
12/02/2022	33440	KARINA SIERRA	\$50.00	055.0500.7000.63121

WHEREAS, The Huerfano County Department of Human Services has noted that these Warrants remain outstanding; and

WHEREAS, the Huerfano County Department of Human Services desires that these Warrants be hereby cancelled.

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

1. That based upon the representations made and the information supplied by the Huerfano County Department of Human Services, Huerfano County hereby approves the recommendation and makes the following findings in connection herewith:

- A. That the above listed Warrants are currently outstanding.
- B. That the above Warrants are outstanding and have been so for a substantial period of time and that cancellation is proper.
- 2. That the Board of County Commissioners of Huerfano County does hereby cancel the above listed Warrants issued by the Huerfano County Department of Human Services.
- 3. That this Resolution shall take effect immediately upon its adoption.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 23rd day of MAY 2023.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUEFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION NO. 23 - 20**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO****A RESOLUTION AUTHORIZING THE RELEASE OF PAYMENT AND
PERFORMANCE BONDS FOR TABULA RASA ENERGY, LLC**

WHEREAS, Tabula Rasa, LLC posted payment and performance bonds for the following wells: Harry Willis #1 & #2, Harry Willis #3, Harry Willis #7 & #4, White et al #1, Caddell #1, Cougar #1A, Andreatta #2; and

WHEREAS, the following wells were transferred from Tabula Rasa Energy, LLC to Perdure Petroleum, LLC, and replacement bonds have been issued:

Well Name	CUP #	Tabula Rasa Energy Bond Number	Perdure Petroleum Bond Number	Location ID	Amount
Harry Willis #1 & #2	55-06142 & 55-06143	96-33B LPM9213161	B013044	#334513	\$5,000
Harry Willis #3	55-06144	97-09 LPM9213162	B013045	#324510	\$5,000
Harry Willis #7 & #4	55-06225 & 55-06287	00-24 LPM9213163	B013046	#334522	\$5,000
White et al #1	55-06209	99-60 LPM9213164	B013047	#324535	\$5,000
Caddell #1	55-06285	02-044 LPM9213159	B013042	#32565	\$10,000
Cougar #1	55-06301	08-018 LPM9213160	B013043	#324577	\$5,000
Andreatta #2	55-06302	08-040 LPM9213158	B013041	#324578	\$5,000

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that the following Irrevocable Letters of Credit issued by Perdure Petroleum, B103041, B103042, B103043, B103044, B103045, B103046, B103047 Introduced, approved, and adopted on the 23rd day of May, 2023 replace bonds LPM9213158, LPM9213159, LPM9213160, LPM9213161, LPM9213162, and LPM9213164, formerly issued for the same wells bonded by Tabula Rasa Energy.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of County Commissioners of Huerfano County that the bonds LPM9213158, LPM9213159, LPM9213160, LPM9213161, LPM9213162, and LPM9213164 be released.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 23rd day of
MAY 2023.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

Subject: Well Site Inspection

Inspector: Charles Bryant-Huerfano County Noxious Weed Manager

Date of Inspection: 5-10-23

Inspection Type: Detection of Colorado State List Noxious Plant Species

Location I.D.: #324578

Operator: Silver Mountain Energy LLC.

Long\Lat: 37.53762. -105.10198

Site Type: Industrial-Rangeland Surrounding

Prepared for: Huerfano County Land Use Office

Noxious Weed Species Detected

COMMON NAME	SCIENTIFIC	STATE CATEGORY	TYPE	GROWTH STAGE
Diffuse Knapweed	<i>Centaurea diffusa</i>	B	Biennial	Rosette\seedling
Diffuse Knapweed X Spotted Knapweed (hybrid)	<i>Centaurea X psammogena</i>	B	Biennial	Rosette\seedling

Overview: Site access road and well site pad is heavily infested with the above listed species. Control efforts will need to be implemented prior to full flower development and seed set.

Suggested Treatment Method: The above listed species will be most susceptible to herbicide control at the rosette\seedling stage through early flowering prior to seed set. The application of either **Milestone** or **Whetstone** herbicide at the rate of **5 fl\oz. per acre with a .25% V/V non-ionic surfactant** will yield satisfactory results if properly applied within the suggested treatment window. Given the industrial nature of the site, total vegetation control using herbicide (bareground) would also be an appropriate management approach. The herbicides referred to above provide selective control for the listed broadleaved species only. Bareground herbicide treatments may compromise reclamation efforts for an extended period of time given the longevity\persistence of many common “bareground” herbicides.

Site Considerations: Avoid soil disturbance and the off-site transportation of soil within the area as it is heavily contaminated with viable seed from the above listed noxious plant species.

Satisfactory Site Condition (Pass\Fail): **Fail**

Notes: Please contact the Huerfano County Noxious Weed Department @ 719-989-1353 or cbryant@huerfano.us for technical assistance or if you have any questions or concerns. We are happy to help!

Subject: Well Site Inspection

Inspector: Charles Bryant-Huerfano County Noxious Weed Manager

Date of Inspection: 5-10-23

Inspection Type: Detection of Colorado State List Noxious Plant Species

Location I.D.: #324565

Operator: Silver Mountain Energy LLC.

Long\Lat: 37.55183 -105.11208

Site Type: Industrial-Rangeland Surrounding

Prepared for: Huerfano County Land Use Office

Noxious Weed Species Detected

COMMON NAME	SCIENTIFIC	STATE CATEGORY	TYPE	GROWTH STAGE
Diffuse Knapweed	<i>Centaurea diffusa</i>	B	Biennial	Rosette\seedling
Diffuse Knapweed X Spotted Knapweed (hybrid)	<i>Centaurea X psammogena</i>	B	Biennial	Rosette\seedling
Whitetop	<i>Lepidium draba</i>	B	Perennial	Rosette\Seedling\Mature
Scotch thistle	<i>Onopordum acanthium + *Onopordum tauricum (*subspecies)</i>	B	Biennial	Rosette\Seedling
Houndstounge	<i>Cynoglossum officinale</i>	B	Biennial	Rosette

Overview: Site access road and well site pad is heavily infested with the above listed species. Control efforts will need to be implemented prior to full flower development and seed set.

Suggested Treatment Method: The above listed species will be most susceptible to herbicide control at the rosette\seedling stage through early flowering prior to seed set. The application of ***Opensight*** herbicide at the rate of **2-3oz. per acre with a .25% V/V non-ionic surfactant** will yield satisfactory results if properly applied within the suggested treatment window. Given the industrial nature of the site, total vegetation control using herbicide (bareground) would also be an appropriate management approach. The herbicides referred to above provide selective control for the listed broadleaved species only. Bareground herbicide treatments may compromise reclamation efforts for an extended period of time given the longevity\persistence of many common “bareground” herbicides.

Site Considerations: Avoid soil disturbance and the off-site transportation of soil within the area as it is heavily contaminated with viable seed from the above listed noxious plant species.

Satisfactory Site Condition (Pass\Fail): Fail

Notes: Please contact the Huerfano County Noxious Weed Department @ 719-989-1353 or cbryant@huerfano.us for technical assistance or if you have any questions or concerns. We are happy to help!

Subject: Well Site Inspection

Inspector: Charles Bryant-Huerfano County Noxious Weed Manager

Date of Inspection: 5-10-23

Inspection Type: Detection of Colorado State List Noxious Plant Species

Location I.D.: #324577

Operator: Silver Mountain Energy LLC.

Long\Lat: 37.54477 -105.1207

Site Type: Industrial-Rangeland Surrounding

Prepared for: Huerfano County Land Use Office

Noxious Weed Species Detected

COMMON NAME	SCIENTIFIC	STATE CATEGORY	TYPE	GROWTH STAGE
Diffuse Knapweed	<i>Centaurea diffusa</i>	B	Biennial	Rosette\seedling
Diffuse Knapweed X Spotted Knapweed (hybrid)	<i>Centaurea X psammogena</i>	B	Biennial	Rosette\seedling
Houndstounge	<i>Cynoglossum officinale</i>	B	Biennial	Rosette

Overview: Site access road and well site pad is heavily infested with the above listed species. Control efforts will need to be implemented prior to full flower development and seed set.

Suggested Treatment Method: The above listed species will be most susceptible to herbicide control at the rosette\seedling stage through early flowering prior to seed set. The application of ***Opensight*** herbicide at the rate of **2-3oz. per acre with a .25% V/V non-ionic surfactant** will yield satisfactory results if properly applied within the suggested treatment window. Given the industrial nature of the site, total vegetation control using herbicide (bareground) would also be an appropriate management approach. The herbicides referred to above provide selective control for the listed broadleaved species only. Bareground herbicide treatments may compromise reclamation efforts for an extended period of time given the longevity\persistence of many common “bareground” herbicides.

Site Considerations: Avoid soil disturbance and the off-site transportation of soil within the area as it is heavily contaminated with viable seed from the above listed noxious plant species.

Satisfactory Site Condition (Pass\Fail): Fail

Notes: Please contact the Huerfano County Noxious Weed Department @ 719-989-1353 or cbryant@huerfano.us for technical assistance or if you have any questions or concerns. We are happy to help

Subject: Well Site Inspection

Inspector: Charles Bryant-Huerfano County Noxious Weed Manager

Date of Inspection: 5-10-23

Inspection Type: Detection of Colorado State List Noxious Plant Species

Location I.D.: #324535

Operator: Silver Mountain Energy LLC.

Long\Lat: 37.53995 -105.11273

Site Type: Industrial-Rangeland Surrounding

Prepared for: Huerfano County Land Use Office

Noxious Weed Species Detected

COMMON NAME	SCIENTIFIC	STATE CATEGORY	TYPE	GROWTH STAGE
Diffuse Knapweed	<i>Centaurea diffusa</i>	B	Biennial	Rosette\seedling
Diffuse Knapweed X Spotted Knapweed (hybrid)	<i>Centaurea X psammogena</i>	B	Biennial	Rosette\seedling
Houndstounge	<i>Cynoglossum officinale</i>	B	Biennial	Rosette
Whitetop	<i>Lepidium draba</i>	B	Perennial	Rosette\Seedling\Mature
Scotch thistle	<i>Onopordum acanthium + *Onopordum tauricum (*subspecies)</i>	B	Biennial	Rosette\Seedling

Overview: Site access road and well site pad is heavily infested with the above listed species. Control efforts will need to be implemented prior to full flower development and seed set.

Suggested Treatment Method: The above listed species will be most susceptible to herbicide control at the rosette\seedling stage through early flowering prior to seed set. The application of ***Opensight*** herbicide at the rate of **2-3oz. per acre with a .25% V/V non-ionic surfactant** will yield satisfactory results if properly applied within the suggested treatment window. Given the industrial nature of the site, total vegetation control using herbicide (bareground) would also be an appropriate management approach. The herbicides referred to above provide selective control for the listed broadleaved species only. Bareground herbicide treatments may compromise reclamation efforts for an extended period of time given the longevity\persistence of many common “bareground” herbicides.

Site Considerations: Avoid soil disturbance and the off-site transportation of soil within the area as it is heavily contaminated with viable seed from the above listed noxious plant species.

Satisfactory Site Condition (Pass\Fail): Fail

Notes: Please contact the Huerfano County Noxious Weed Department @ 719-989-1353 or cbryant@huerfano.us for technical assistance or if you have any questions or concerns. We are happy to help!

Subject: Well Site Inspection

Inspector: Charles Bryant-Huerfano County Noxious Weed Manager

Date of Inspection: 5-10-23

Inspection Type: Detection of Colorado State List Noxious Plant Species

Location I.D.: #334513

Operator: Silver Mountain Energy LLC.

Long\Lat: 37.55654 -105.11095

Site Type: Industrial-Rangeland Surrounding

Prepared for: Huerfano County Land Use Office

Noxious Weed Species Detected

COMMON NAME	SCIENTIFIC	STATE CATEGORY	TYPE	GROWTH STAGE
Scotch thistle	<i>Onopordum acanthium</i> + * <i>Onopordum tauricum</i> (*subspecies)	B	Biennial	Rosette\Seedling

Overview: The access road had a limited amount of Scotch thistle rosettes of the primary species *Onopordum acanthium* while the northern perimeter of the well pad contained a considerable amount of the subspecies *Onopordum tauricum* in one concentrated monoculture. Control efforts will need to be implemented prior to full flower development and seed set.

Suggested Treatment Method: The above listed species will be most susceptible to herbicide control at the rosette\seedling stage through early flowering prior to seed set. The application of ***Opensight*** herbicide at the rate of **2-3oz. per acre with a .25% V/V non-ionic surfactant** or ***Milestone\Whetstone*** herbicide at the rate of **5fl\oz an acre with a .25% non-ionic surfactant** will yield satisfactory results if properly applied within the suggested treatment window. Given the industrial nature of the site, total vegetation control using herbicide (bareground) would also be an appropriate management approach. The herbicides referred to above provide selective control for the listed broadleaved species only. Bareground herbicide treatments may compromise reclamation efforts for an extended period of time given the longevity\persistence of many common “bareground” herbicides.

Site Considerations: Avoid soil disturbance and the off-site transportation of soil within the area as it is heavily contaminated with viable seed from the above listed noxious plant species.

Satisfactory Site Condition (Pass\Fail): Fail

Notes: This site was in much better condition than the other well sites inspected during this visit, noxious weed distribution within and around the site was limited. Please contact the Huerfano County Noxious Weed Department @ 719-989-1353 or cbryant@huerfano.us for technical assistance or if you have any questions or concerns. We are happy to help!

Subject: Well Site Inspection

Inspector: Charles Bryant-Huerfano County Noxious Weed Manager

Date of Inspection: 5-10-23

Inspection Type: Detection of Colorado State List Noxious Plant Species

Location I.D.: #324510

Operator: Silver Mountain Energy LLC.

Long\Lat: 37.55619, -105.11692

Site Type: Industrial-Rangeland Surrounding

Prepared for: Huerfano County Land Use Office

Noxious Weed Species Detected

COMMON NAME	SCIENTIFIC	STATE CATEGORY	TYPE	GROWTH STAGE
NO CLASS A or B LIST SPECIES DETECTED				

Overview: The access road had a limited amount of common mullein, however this species is not subject to control under state and local management plans.

Suggested Treatment Method: N/A

Site Considerations: Given the industrial nature of the site, total vegetation control using herbicide (bareground) would also be an appropriate management approach. Bareground herbicide treatments may compromise reclamation efforts for an extended period of time given the longevity\persistence of many common “bareground” herbicides.

Satisfactory Site Condition (Pass\Fail): Pass

Notes: This site was in much better condition than the other well sites inspected during this visit, noxious weed distribution within and around the site was limited. Please contact the Huerfano County Noxious Weed Department @ 719-989-1353 or cbryant@huerfano.us for technical assistance or if you have any questions or concerns. We are happy to help!

Subject: Well Site Inspection

Inspector: Charles Bryant-Huerfano County Noxious Weed Manager

Date of Inspection: 5-10-23

Inspection Type: Detection of Colorado State List Noxious Plant Species

Location I.D.: #334522

Operator: Silver Mountain Energy LLC.

Long\Lat: 37.56141, -105.11487

Site Type: Industrial-Rangeland Surrounding

Prepared for: Huerfano County Land Use Office

Noxious Weed Species Detected

COMMON NAME	SCIENTIFIC	STATE CATEGORY	TYPE	GROWTH STAGE
NO CLASS A or B LIST SPECIES DETECTED				

Overview: The access road had a limited amount of common mullein, however this species is not subject to control under state and local management plans.

Suggested Treatment Method: N/A

Site Considerations: N/A

Satisfactory Site Condition (Pass\Fail): Pass

Notes: This site was in much better condition than the other well sites inspected during this visit, noxious weed distribution within and around the site was limited. Please contact the Huerfano County Noxious Weed Department @ 719-989-1353 or cbryant@huerfano.us for technical assistance or if you have any questions or concerns. We are happy to help!

Bond No. LPM9213158

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT we, Tabula Rasa Energy, LLC, as Principal, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196, as Surety, are held and firmly bound unto the County Commissioners of Huerfano County, Colorado, Huerfano County Courthouse, Walsenburg, Colorado 81089, as Oblige, in the sum of Five Thousand and No/100 Dollars (\$5,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

Whereas, the Principal has been or is about to be granted a permit by the Oblige to drill and/or operate the Location ID #324578; Location Name/Area: Andreatta NESW of Section10, Township 29 South, Range 69 West, Huerfano County, Colorado; Well Name/API: Andreatta #2 / 55-06302; County CUP: 08-040.

NOW, THEREFORE, if the Principal shall indemnify and save harmless the Oblige against loss to which the Oblige may be subject by reason of the Principal's breach of any ordinance, rule or regulation relating to the above described license or permit and shall plug and abandon the well and remediate the well site, then this obligation shall be null and void, otherwise to remain in full force and effect.

THIS IS A CONTINUING OBLIGATION and shall not be discharged by one recovery by the Oblige but for each breach hereof a successive recovery may be had until the total amount of recoveries exhausts the amount of this Bond. This Bond is to cover all work done by said Principal, his agent or contractor under the aforesaid order for a period of one (1) year from the date hereof.

PROVIDED, FURTHER, that the liability of the Principal and the Surety shall in no event exceed Five Thousand and No/100 Dollars (\$5,000.00) regardless of the number of years this Bond shall remain in force and effect.

SIGNED, sealed and dated this 18th day of March 2016.

Tabula Rasa Energy, LLC

By: _____

Name and Title

Carla D. Nims
Controller

Tabula Rasa Partners, LLC

Fidelity and Deposit Company of Maryland


Desiree E. Westmoreland, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig Smith, David B. McKinney, Simon KINDEL and Ivey M. BECK, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 11th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



Bond No. LPM9213159

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT we, Tabula Rasa Energy, LLC, as Principal, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196, as Surety, are held and firmly bound unto the County Commissioners of Huerfano County, Colorado, Huerfano County Courthouse, Walsenburg, Colorado 81089, as Oblige, in the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

Whereas, the Principal has been or is about to be granted a permit by the Oblige to drill and/or operate the Location ID#32565; Location Name/Area: Caddell SESE #1 of Section 4, Township 29 South, Range 69 West, Huerfano County, Colorado; Well Name/API: Caddell #1 / 55-06285; County CUP: 02-044.

NOW, THEREFORE, if the Principal shall indemnify and save harmless the Oblige against loss to which the Oblige may be subject by reason of the Principal's breach of any ordinance, rule or regulation relating to the above described license or permit and shall plug and abandon the well and remediate the well site, then this obligation shall be null and void, otherwise to remain in full force and effect.

THIS IS A CONTINUING OBLIGATION and shall not be discharged by one recovery by the Oblige but for each breach hereof a successive recovery may be had until the total amount of recoveries exhausts the amount of this Bond. This Bond is to cover all work done by said Principal, his agent or contractor under the aforesaid order for a period of one (1) year from the date hereof.

PROVIDED, FURTHER, that the liability of the Principal and the Surety shall in no event exceed Ten Thousand and No/100 Dollars (\$10,000.00) regardless of the number of years this Bond shall remain in force and effect.

SIGNED, sealed and dated this 18th day of March 2016.

Tabula Rasa Energy, LLC

By: _____
Name and Title

Carla D. Nims
Controller
Tabula Rasa Partners, LLC

Fidelity and Deposit Company of Maryland

Desiree E. Westmoreland
Desiree E. Westmoreland, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig Smith, David B. McKinney, Simon KINDEL and Ivey M. BECK, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

Eric D. Barnes

*Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
County of Baltimore

On this 11th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019*



Bond No. LPM9213160

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT we, Tabula Rasa Energy, LLC , as Principal, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196, as Surety, are held and firmly bound unto the County Commissioners of Huerfano County, Colorado, Huerfano County Courthouse, Walsenburg, Colorado 81089, as Obligee, in the sum of Five Thousand and No/100 Dollars (\$5,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

Whereas, the Principal has been or is about to be granted a permit by the Obligee to drill and/or operate the Location ID# 324577; Location Name/Area: Cougar NENW of Section 9, Township 29 South, Range 69 West, Huerfano County, Colorado; Well Name/API: Cougar #1A / 55-06301; County CUP: 08-018 as amended.

NOW, THEREFORE, if the Principal shall indemnify and save harmless the Obligee against loss to which the Obligee may be subject by reason of the Principal's breach of any ordinance, rule or regulation relating to the above described license or permit and shall plug and abandon the well and remediate the well site, then this obligation shall be null and void, otherwise to remain in full force and effect.

THIS IS A CONTINUING OBLIGATION and shall not be discharged by one recovery by the Obligee but for each breach hereof a successive recovery may be had until the total amount of recoveries exhausts the amount of this Bond. This Bond is to cover all work done by said Principal, his agent or contractor under the aforesaid order for a period of one (1) year from the date hereof.

PROVIDED, FURTHER, that the liability of the Principal and the Surety shall in no event exceed Five Thousand and No/100 Dollars (\$5,000.00) regardless of the number of years this Bond shall remain in force and effect.

SIGNED, sealed and dated this 18th day of March, 2016

Tabula Rasa Energy, LLC

By: _____

Name and Title

Carla D. Nims
Controller

Tabula Rasa Partners, LLC

Fidelity and Deposit Company of Maryland

Desiree E. Westmoreland, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig Smith, David B. McKinney, Simon KINDEL and Ivey M. BECK, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 11th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



Bond No. LPM9213161

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT we, Tabula Rasa Energy, LLC, as Principal, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196, as Surety, are held and firmly bound unto the County Commissioners of Huerfano County, Colorado, Huerfano County Courthouse, Walsenburg, Colorado 81089, as Oblige, in the sum of Five Thousand and No/100 Dollars (\$5,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

Whereas, the Principal has been or is about to be granted a permit by the Oblige to drill and/or operate the Location ID#334513; Location Name/Area: Harry Willis SENE of Section 4, Township 29 South, Range 69 West, Huerfano County, Colorado; Well Names/API: Harry Willis #1 / 55-06142 and Harry Willis #2 / 55-06143; County CUP: 96-33B.

NOW, THEREFORE, if the Principal shall indemnify and save harmless the Oblige against loss to which the Oblige may be subject by reason of the Principal's breach of any ordinance, rule or regulation relating to the above described license or permit and shall plug and abandon the well and remediate the well site, then this obligation shall be null and void, otherwise to remain in full force and effect.

THIS IS A CONTINUING OBLIGATION and shall not be discharged by one recovery by the Oblige but for each breach hereof a successive recovery may be had until the total amount of recoveries exhausts the amount of this Bond. This Bond is to cover all work done by said Principal, his agent or contractor under the aforesaid order for a period of one (1) year from the date hereof.

PROVIDED, FURTHER, that the liability of the Principal and the Surety shall in no event exceed Five Thousand and No/100 Dollars (\$5,000.00) regardless of the number of years this Bond shall remain in force and effect.

SIGNED, sealed and dated this 18th March 2016

Tabula Rasa Energy, LLC

By: _____
Name and Title

 Carla D. Nims

Controller

Tabula Rasa Partners, LLC

Fidelity and Deposit Company of Maryland

 Desiree E. Westmoreland, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig Smith, David B. McKinney, Simon KINDEL and Ivey M. BECK, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 11th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



Bond No. LPM9213162

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT we, Tabula Rasa Energy, LLC, as Principal, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196, as Surety, are held and firmly bound unto the County Commissioners of Huerfano County, Colorado, Huerfano County Courthouse, Walsenburg, Colorado 81089, as Obligee, in the sum of Five Thousand and No/100 Dollars (\$5,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

Whereas, the Principal has been or is about to be granted a permit by the Obligee to drill and/or operate the Location ID#324510; Location Name/Area: Harry Willis SENW of Section 4, Township 29 South, Range 68 West, Huerfano County, Colorado; Well Name/API: Harry Willis #3 / 55-06144; County CUP: 97-09.


NOW, THEREFORE, if the Principal shall indemnify and save harmless the Obligee against loss to which the Obligee may be subject by reason of the Principal's breach of any ordinance, rule or regulation relating to the above described license or permit and shall plug and abandon the well and remediate the well site, then this obligation shall be null and void, otherwise to remain in full force and effect.

THIS IS A CONTINUING OBLIGATION and shall not be discharged by one recovery by the Obligee but for each breach hereof a successive recovery may be had until the total amount of recoveries exhausts the amount of this Bond. This Bond is to cover all work done by said Principal, his agent or contractor under the aforesaid order for a period of one (1) year from the date hereof.

PROVIDED, FURTHER, that the liability of the Principal and the Surety shall in no event exceed Five Thousand and No/100 Dollars (\$5,000.00) regardless of the number of years this Bond shall remain in force and effect.

SIGNED, sealed and dated this 18th March 2016.

Tabula Rasa Energy, LLC

By:  **Carla D. Nims**
Controller
Name and Title Tabula Rasa Partners, LLC

Fidelity and Deposit Company of Maryland


Desiree E. Westmoreland, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig Smith, David B. McKinney, Simon KINDEL and Ivey M. BECK, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 11th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



Bond No. LPM9213163

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT we, Tabula Rasa Energy, LLC, as Principal, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196, as Surety, are held and firmly bound unto the County Commissioners of Huerfano County, Colorado, Huerfano County Courthouse, Walsenburg, Colorado 81089, as Obligee, in the sum of Five Thousand and No/100 Dollars (\$5,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

Whereas, the Principal has been or is about to be granted a permit by the Obligee to drill and/or operate the Location ID#334522; Location Name/Area: Harry Willis NWNE of Section 4, Township 29 South, Range 69 West, Huerfano County, Colorado; Well Names/API: Harry Willis #7 / 55-06225 and Harry Willis #4 / 55-06287; County CUP: 00-024 and 02-046.

NOW, THEREFORE, if the Principal shall indemnify and save harmless the Obligee against loss to which the Obligee may be subject by reason of the Principal's breach of any ordinance, rule or regulation relating to the above described license or permit and shall plug and abandon the well and remediate the well site, then this obligation shall be null and void, otherwise to remain in full force and effect.

THIS IS A CONTINUING OBLIGATION and shall not be discharged by one recovery by the Obligee but for each breach hereof a successive recovery may be had until the total amount of recoveries exhausts the amount of this Bond. This Bond is to cover all work done by said Principal, his agent or contractor under the aforesaid order for a period of one (1) year from the date hereof.

PROVIDED, FURTHER, that the liability of the Principal and the Surety shall in no event exceed Five Thousand and No/100 Dollars (\$5,000.00) regardless of the number of years this Bond shall remain in force and effect.

SIGNED, sealed and dated this 18th March 2016.

Tabula Rasa Energy, LLC

By: 

Name and Title

Carla D. Nims

Controller

Tabula Rasa Partners, LLC

Fidelity and Deposit Company of Maryland


Desiree E. Westmoreland, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig Smith, David B. McKinney, Simon KINDEL and Ivey M. BECK, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

Eric D. Barnes

*Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
County of Baltimore

On this 11th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019*



Bond No. LPM9213164

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT we, Tabula Rasa Energy, LLC , as Principal, Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196, as Surety, are held and firmly bound unto the County Commissioners of Huerfano County, Colorado, Huerfano County Courthouse, Walsenburg, Colorado 81089, as Oblige, in the sum of Five Thousand and No/100 Dollars (\$5,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

Whereas, the Principal has been or is about to be granted a permit by the Oblige to drill and/or operate the Location ID #324535; Location Name/Area: White ET AL NWSE of Section 9, Township 29 South, Range 69 West, Huerfano County, Colorado, Well Name/API: White ET AL #1 / 55-06209; County CUP: 99-60.

NOW, THEREFORE, if the Principal shall indemnify and save harmless the Oblige against loss to which the Oblige may be subject by reason of the Principal's breach of any ordinance, rule or regulation relating to the above described license or permit and shall plug and abandon the well and remediate the well site, then this obligation shall be null and void, otherwise to remain in full force and effect.

THIS IS A CONTINUING OBLIGATION and shall not be discharged by one recovery by the Oblige but for each breach hereof a successive recovery may be had until the total amount of recoveries exhausts the amount of this Bond. This Bond is to cover all work done by said Principal, his agent or contractor under the aforesaid order for a period of one (1) year from the date hereof.

PROVIDED, FURTHER, that the liability of the Principal and the Surety shall in no event exceed Five Thousand and No/100 Dollars (\$5,000.00) regardless of the number of years this Bond shall remain in force and effect.

SIGNED, sealed and dated this 18th day of March 2016

Tabula Rasa Energy, LLC

By: _____

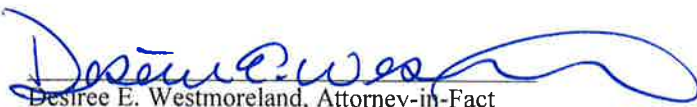
Name and Title

Carla D. Nims

Controller

Tabula Rasa Partners, LLC

Fidelity and Deposit Company of Maryland


Desiree E. Westmoreland, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig Smith, David B. McKinney, Simon KINDEL and Ivey M. BECK, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 11th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



RESOLUTION NO. 23-21**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO****A RESOLUTION APPOINTING BRUCE ALLEN TO HUERFANO COUNTY
BUILDING AUTHORITY FOR A TERM EXPIRING ON DECEMBER 31, 2026**

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

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

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of Huerfano County to delegate the representation of the County on certain boards and commissions of public and other bodies to members of the public with particular experience and expertise; and,

WHEREAS, Bruce Allen has submitted a letter of interest and has demonstrated his qualifications to serve on Huerfano County Building Authority for Huerfano County and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Bruce Allen to serve as a member of Huerfano County Building Authority as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Bruce Allen to serve as a member of Huerfano County Building Authority until December 31, 2026, and until their successor has been appointed.

INTRODUCED, READ, APPROVED AND ADOPTED THIS 23rd day of MAY 2023.



ATTEST:

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

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

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION NO. 23-22**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO****A RESOLUTION APPOINTING RICHARD DUNN TO HUERFANO COUNTY
BUILDING AUTHORITY FOR A TERM EXPIRING ON DECEMBER 31, 2025**

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

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

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of Huerfano County to delegate the representation of the County on certain boards and commissions of public and other bodies to members of the public with particular experience and expertise; and,

WHEREAS, Richard Dunn has submitted a letter of interest and has demonstrated his qualifications to serve on Huerfano County Building Authority for Huerfano County and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Richard Dunn to serve as a member of Huerfano County Building Authority as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Richard Dunn to serve as a member of Huerfano County Building Authority until December 31, 2025, to serve the unexpired term of Bruce Roscoe, and until their successor has been appointed.

INTRODUCED, READ, APPROVED AND ADOPTED THIS 23rd day of MAY 2023.



ATTEST:

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

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

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION NO. 23 - 23**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO****A RESOLUTION APPOINTING MARY NORBY TO THE BOARD OF REVIEW
FOR A TERM EXPIRING ON DECEMBER 31, 2024**

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

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

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of Huerfano County to delegate the representation of the County on certain boards and commissions of public and other bodies to members of the public with particular experience and expertise; and,

WHEREAS, Mary Norby has submitted a letter of interest and has demonstrated her qualifications to serve on Huerfano County Board of Review for Huerfano County and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Mary Norby to serve as a member of Huerfano County Board of Review as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Mary Norby to serve as a member of Huerfano County Board of Review until December 31, 2024, to fill the unexpired term of Bruce Roscoe, and until their successor has been appointed.

INTRODUCED, READ, APPROVED AND ADOPTED THIS 23rd day of MAY 2023.



ATTEST:

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

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

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION NO. 23 - 24

THE BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY, COLORADO

A RESOLUTION AUTHORIZING LEASE-PURCHASE FINANCING FOR THE PURPOSE OF AGREEMENT WITH HUERFANO COUNTY ASSET MANAGEMENT CORPORATION INC.

WHEREAS, Huerfano County, Colorado (the "County"), is a duly and regularly created, organized and existing political subdivision and public body corporate of the State of Colorado (the "State"); and

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

WHEREAS, the County is authorized (i) by Section 30-11-101(1)(c), Colorado Revised statutes, as amended ("C.R.S."), to purchase, sell, convey and lease, as lessor or as lessee, real and personal property and (ii) by Section 30-11-104.1, C.R.S., to enter into lease purchase agreements to provide for the financing of any county building or equipment used, or to be used, for governmental purposes provided (A) such agreements include an option for the County to acquire title to such property within a period not exceeding the useful life of such property and any improvements, but in no case exceeding thirty years, (B) the obligation of the county under the lease is only from year to year and does not constitute a mandatory charge or requirement in any ensuing budget year and (C) the obligation of the county to make payments under such lease and to pay any other charges incident to any such agreement does not constitute or give rise to an indebtedness within the meaning of any constitutional or statutory debt limitation; and

WHEREAS, the Board of County Commissioners has determined it is in the best interests of the County and its residents that the County finance the acquisition equipment, software, upgrades of the same, extended warranties and other support, and other personal property described within the agreement (together "the equipment") and its attachments by means of a lease-purchase financing.

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

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Huerfano County, CO (Lessee) and Huerfano County Asset Management Corporation, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the Chairman of the Board of County Commissioners to execute and deliver the Lease on Lessee's behalf with such changes

thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 23rd day of MAY 2023.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

EQUIPMENT LEASE/PURCHASE AGREEMENT

This Equipment Lease/Purchase Agreement dated as of May 23, 2023, (the “Lease”), and entered into between THE HUERFANO COUNTY ASSET MANAGEMENT CORPORATION, INC. (“Lessor”), and HUERFANO COUNTY, COLORADO (the “Lessee”).

WITNESSETH

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purpose set forth in this Lease; and

WHEREAS, Lessee is authorized by Article XX, Section 6 of the Colorado Constitution, Section 30-11-101(1)(c), Colorado Revised Statutes (“C.R.S.”), as amended, and Section 30-11-104.1, as amended, C.R.S. (collectively, the “Applicable Laws”) to enter into rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Commencement Date**” is the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, which date shall be the date of this Lease.

“**Equipment**” means the equipment described in **Exhibit B** hereto and all substitutions, modifications, additions and improvements thereto, which is the subject of this Lease.

“**Fiscal Year**” means the Lessee’s Fiscal Year as described on **Exhibit A** which is also the Lessee’s Budget Year.

“**Lease**” means this Equipment Lease/Purchase Agreement, including the exhibits attached hereto.

“**Lease Term**” means the Original Term and any Renewal Term thereof.

“**Lessee**” means Huerfano County, Colorado which is leasing the Equipment from Lessor under the provisions of this Lease.

“**Lessor**” means Huerfano County Asset Management Corporation Inc., acting as Lessor hereunder, and any surviving, resulting, or transferee corporation or any assignee of Lessor.

“Option Purchase Price” means the amount which Lessee may, in its discretion, pay Lessor in order to purchase the Equipment, as set forth in **Exhibit A** hereto.

“Original Term” means the period from the Commencement Date until the end of the Fiscal Year of Lessee in effect at the Commencement Date.

“Renewal Terms” means the optional renewal terms of this Lease, each having a duration of one year and a term coextensive with Lessee’s Fiscal Year, as provided for in Article IV of this Lease.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to the provisions of this Lease during the Lease Term payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assigns in the amounts and at the times during the Lease Term set forth in **Exhibit A** of this Lease.

“Vendor” means the dealer(s) of the manufacturer from whom Lessee requires that the Equipment be purchased.

ARTICLE 2 COVENANTS OF LESSEE

Lessee represents, covenants and warrants for the benefit of Lessor as follows:

- (a) Lessee is a duly organized and existing County of the State of Colorado (the "State").
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.
- (c) Lessee represents it has full power and authority to enter into this Lease which has been duly authorized, executed and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery, and performance of this Lease have been, or will be, complied with in a timely manner.
- (d) Lessee has been duly authorized to execute and deliver this Lease under the terms and provisions of the formal proceedings taken by its governing body pursuant to an ordinance duly adopted by the governing body of the Lessee, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease.
- (e) Rental Payments will not cause the Lessee to exceed its applicable spending limits for the Fiscal Year under Article X, Section 20 of the Colorado Constitution.
- (f) During the Lease Term, the Equipment will be used by Lessee for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority.
- (g) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Lease.
- (h) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with this Lease are true and correct.
- (i) During the period this Lease is in force, Lessee will comply with the covenants as defined and set forth in **Exhibit A** attached hereto.

ARTICLE 3 LEASE OF EQUIPMENT

Lessor demises and leases the equipment to Lessee, and Lessee leases the equipment from Lessor, in accordance with the provisions of this Lease to have and to hold for the Lease Term.

ARTICLE 4 LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Lease shall commence on the Commencement Date as indicated in **Exhibit A** hereto and shall terminate at 12:00 midnight of the last day of Lessee's current Fiscal Year. The Lease Term may be continued solely at the option of Lessee for such additional Renewal Terms, each of one (1) year duration, as would be required to make all Rental Payments set forth in **Exhibit A** hereto. Lessee shall advise Lessor by written notice, sent Certified Mail postage prepaid, not less than thirty (30) days prior to the end of the Renewal Term then in effect, if funds are not appropriated for the next succeeding Fiscal Year. The Lease shall continue in the event no such notice is given and the Lessee has included the obligation to make the payment set forth in **Exhibit A** hereto in its budget for the applicable Fiscal Year. The option to continue this Lease shall not be construed to create a multiple Fiscal Year direct or indirect debt. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in **Exhibit A** of this Lease.

Nothing herein shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the Lessee within the meaning of any constitutional, home rule charter, or statutory provision, nor a mandatory charge or requirement against the Lessee in any ensuing fiscal year beyond the then current fiscal year. The Lessee shall have no obligation to make any payment with respect to this Lease except in connection with the payment of the Rental Payments and certain other payments under this Lease, which payments may be terminated by the Lessee in accordance with the provisions of this Lease. This Lease does not constitute a mandatory charge or requirement of the Lessee in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the Lessee within the meaning of any constitutional or statutory debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of this Lease shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Lessee within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. This Lease shall not directly or indirectly obligate the Lessee to make any payments beyond those budgeted and appropriated for the Lessee's then current fiscal year.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) Lessee and Lessor elect to terminate the Lease;
- (b) the expiration of the Original Term or any Renewal Term of this Lease and the non-renewal of this Lease in the event of non-appropriation of funds pursuant to Section 6.05;
- (c) the exercise by Lessee of the option to purchase the Equipment granted under the provisions of Article 11 of this Lease;
- (d) the termination of this Lease by reason of damage to or the destruction or condemnation of the Equipment as provided in Section 9.02 hereof;

- (e) a Default by Lessee and Lessor's election to terminate this Lease under Article 13 of this Lease; or
- (f) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder.

ARTICLE 5 ENJOYMENT OF EQUIPMENT

Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE 6 RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee payable in the Lessee's current Fiscal Year and not in any other Fiscal Year so as to be construed as multiple Fiscal Year direct or indirect debt or other financial obligation and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 6.02. Payment of Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to the Lessor during the Original Term and any Renewal Terms as hereinafter provided. The Rental Payments during the Original Terms and any additional Renewal Terms shall be the amounts in the "Rental Payment" column as set forth in **Exhibit A** attached hereto and made a part hereof.

Section 6.03. Interest Rate. A portion of each Rental Payment is paid as, and represents the interest on the lease as described on **Exhibit A** which shall accrue during the Original Term and Renewal Terms.

Section 6.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor, any Vendor, or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Lease. Lessee's obligation to make Rental Payments during the Original Term and the then current Renewal Terms shall not be abated through accident or unforeseen circumstances.

Section 6.05. Non-appropriation. Lessee shall not be obligated to make payment of the Rental Payments provided for in this Lease beyond the then current Original or Renewal Term. In the event sufficient funds shall not be specifically budgeted and for any other reason appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term under **Exhibit A** hereto to continue the leasing of the Equipment for any reason, Lessee agrees at Lessee's cost and expense

peaceably to deliver the Equipment to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, to such location, as Lessor shall designate at or within a reasonable distance from the general location of the Equipment

Section 6.06. No Lessor Liability. This is a financing arrangement only, and to the extent lawful, Lessee therefore waives any and all claims against Lessor for any and all liability, obligations, losses, claims and damages whatsoever regardless of the cause thereof, any expenses in connection therewith, including, without limiting, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Lease, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase delivery, rejection, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. This waiver shall continue in full force and effect notwithstanding full payment of all obligations under this Lease and the termination of the Lease Term. Lessee agrees not to withhold or abate any portion of payment required by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment.

Section 6.07. Transportation Costs and Change of Condition. All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any changes occurring in or to the Equipment, of a change in Lessee's address or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

Section 6.08. Location of Equipment. Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Equipment and shall give Lessor immediate notice of any attachment or other judicial process affecting the Equipment. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Equipment and the books and records of Lessee with respect thereto are located.

Section 6.09. Return of Equipment. In the event of the return of any of the Equipment in addition to preparing the Equipment for shipping and paying the delivery cost, Lessee will also return to Lessor the maintenance records and other documents covering or information relating to such Equipment as may be requested by Lessor.

ARTICLE 7 TITLE TO EQUIPMENT; PERSONAL PROPERTY; SECURITY INTEREST

Section 7.01. Title to the Equipment. During the term of this Lease, title to the Equipment and any and all substitutions, repairs, replacements or modifications will be in Lessor.

Section 7.02. Personal Property. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may be, or may hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any buildings thereon or any fixture, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

Section 7.03. Security Interest. To evidence the existence of this Lease and secure the payment of all Lessee's obligations under this Lease, Lessee grants to Lessor a security interest based upon the terms and conditions set forth in this Lease, constituting a first lien on all modifications, attachments, accessions and substitutions to or for the Equipment and any proceeds of the Equipment. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices and similar

instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and, upon assignment, the security interest of the Assigns of Lessor in the Equipment. The remaining security interest shall be released upon payment in full of all the Rental Payments and upon Lessee's exercise of its Option to Purchase.

Notwithstanding the above, both parties hereto acknowledge and agree that this document represents a lease and not a conditional sale or financing of the Equipment. Notwithstanding anything contained herein to the contrary, Lessee acknowledges Lessor's right to file a financing statement to evidence Lessor's purchase money security interest in the Equipment in the event a court of competent jurisdiction determines that this document creates a conditional sale or financing of the Equipment and further agrees, in such event, that this document represents a grant of a security interest to the Lessor in the Equipment.

ARTICLE 8 MAINTENANCE; MODIFICATION; TAXES; INSURANCE; AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment or cause the Equipment to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition and that Lessee will from time to time make or cause to be made all necessary and proper scheduled maintenance, repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.

Section 8.02. Modification or Alteration of Equipment. Subject to the following, Lessee shall have the privilege at its own cost and expense of making substitutions, replacements, modifications and improvements to the Equipment, and the same shall be, consistent with Section 7.01, included under the terms of this Lease a part of the Equipment or be considered proceeds thereof. Specifically, Lessee covenants and agrees that:

- (a) Any substitutions, modifications or improvements of or to the Equipment shall not in any way damage the Equipment nor cause it to be used for purposes other than those authorized under the Applicable Laws.
- (b) The Equipment, as improved or modified in accordance with this Article VIII shall be of a value not less than the value of the Equipment immediately prior to the improvement or modification.
- (c) Any property for which a substitution or replacement is made pursuant to this Section 8.02 may be disposed of by Lessee in any manner and in the sole discretion of Lessee, subject to any requirements of the Vendor so long as the substitution or replacement for such property is of equal or greater value. Lessee shall notify Lessor, in writing, at least ten (10) days prior to any such substitution or replacement so that Lessor shall have the right to amend the Equipment list attached hereto as **Exhibit B** and file an amendment to any financing statements Lessor deems necessary.
- (d) Other than Lessor's lien as described herein, Lessee will not permit any lien to be established or remain against the Equipment, including but not limited to a mechanic's or other lien for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacement so made by Lessee.

Section 8.03. Taxes, Other Governmental Charges and Utility Charges. The parties to this Lease contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay during the Lease Term, as the same respectively becomes due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term. In the event of the assessment of any taxes on the Equipment, Lessee shall promptly notify Lessor of such assessment and provide proof of payment or a sustained protest.

Section 8.04. Provisions Regarding Insurance. At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, with respect to the Equipment, sufficient to protect the Full Insurable Value, as that term is hereinafter defined, of the Equipment and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Lease. At closing, Lessee shall furnish to Lessor certificates evidencing such coverage through the Original Term, and certificates evidencing such coverage through each Renewal Term, when effective. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund set aside and maintained out of its revenues.

Lessee shall carry Worker's Compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

The term "Full Insurable Value" as used herein shall mean the Option to Purchase Value payable as of the beginning of the payment period then in effect as may be applicable during the Original or any Renewal Term.

Any insurance policy issued pursuant to this Section 8.04 shall be so written or endorsed as to make losses, if any, payable to Lessor and the assigns of Lessor, as their respective interests may appear. The Net Proceeds of the insurance required in this Section 8.04 shall be applied as provided in Section 9.02 hereof. Lessee shall not cancel or materially modify an insurance policy issued pursuant to this Section 8.04 without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

Section 8.05. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Lease, fail to keep the Equipment in good repair and operating condition, or fail to perform any other covenant or obligation of this Lease, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same, make any such repairs or replacements as are necessary and provide for payment thereof or perform any other covenant or

obligation of Lessee hereunder; and all amounts so advanced therefor by Lessor shall be paid by Lessee to Lessor, upon demand.

ARTICLE 9

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Option Purchase Price, as provided herein, and if prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee, Lessor or its assigns in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For the purposes of Section 8.04 and this Article 9, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall, subject to annual appropriation and at the determination of the Lessee's governing body, either (a) complete the work and pay any cost in excess of the amount of the Net Proceeds and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article 6 hereof, or (b) Lessee shall pay to Lessor the amount of the then applicable Option Purchase Price and, upon such payment, the Lease Term shall terminate and title to the Equipment, if not previously conveyed to Lessee, shall then be conveyed by Lessor to Lessee as provided in Article 11 of this Lease. The amount of the Net Proceeds in excess, if any, of the then applicable Option Purchase Price, may be retained by Lessee.

ARTICLE 10

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE OR THE CONFORMITY OF THE EQUIPMENT TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. LESSEE LEASES THE EQUIPMENT AS IS. ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES OR USES OF LESSEE, ARE HEREBY WAIVED AND DISCLAIMED. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Lease, and Lessor shall not be liable to Lessee for any damages on account of such risks. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising

out of this Lease or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Lease.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in Default hereunder, to assert from time to time whatever claims and rights including warranties of the Equipment which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessee or Lessor with respect to this Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of any such warranties of the Vendor of the Equipment. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of the Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment, including but not limited to the Applicable Laws.

ARTICLE 11 OPTION TO PURCHASE

Section 11.01. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Lease, Lessee shall have the option, on any date, as set forth on **Exhibit A** to purchase not less than all of the Equipment which is then subject to this Lease, "AS IS" and "WHERE IS". Lessee may exercise such option to purchase by giving written notice to Lessor, not less than sixty (60) days prior to the applicable date Lessee has chosen to exercise its option to purchase the Equipment (the "Exercise Date"), provided that upon Lessee's timely payment of all Rental Payments specified in **Exhibit A**, Lessee shall be deemed to have properly exercised its option to purchase the Equipment.

Upon the receipt of any grant money or other unencumbered funds of the Lessee hereafter available for such purposes, the Lessee may, at its option, prepay a portion of the Rental Payments due hereunder, and the remaining Rental Payments shall be recalculated to reflect the reduction in principal due and owing.

Section 11.02. Option Purchase Price. On or prior to the Exercise Date, Lessee shall pay to Lessor the Option Purchase Price.

Section 11.03. Effect of Exercise. Upon exercise of the option to purchase and payment of the applicable Option Purchase Price, Lessee shall be deemed to have acquired all of Lessor's right, title, and interest in and to the Equipment, free of any lien, encumbrance, or security interest except such liens, encumbrances, or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon payment of the applicable Option Purchase Price, Lessor shall deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Equipment to Lessee, without representations or warranties of any kind. Upon Lessee's payment of the Option Purchase Price, and

Lessor's delivery of a quitclaim bill of sale covering the Equipment, this Lease shall terminate except as to obligations or liabilities accruing hereunder prior to such termination and obligations and liabilities hereunder that expressly survive the termination of this Lease.

ARTICLE 12

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. Lessor's right, title and interest in this Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees. No subsequent assignment or reassignment of any of Lessor's right, title, or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a duplicate original counterpart of the document by which such assignment or reassignment is made, disclosing the name and address of each such assignee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Internal Revenue Code, Section 149 (a) (3), and the regulations, proposed or existing, from time to time promulgated thereunder.

Section 12.02. Assignment and Subleasing by Lessee. This Lease and the interest of Lessee in the Equipment may not be assigned or sublet by Lessee for any reason without the express written consent of Lessor; provided, however, that no such consent by Lessor shall relieve Lessee of its obligations hereunder.

ARTICLE 13

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "Events of Default" under this Lease and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other sums required to be paid hereunder at the time specified therein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other the obligation to pay money, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the Default is corrected.
- (c) Any representation or warranty made by Lessee hereunder shall be untrue as of the date made.
- (d) Lessee makes, permits, or suffers any unauthorized assignment, transfer, or other disposition of this Lease or any interest herein, or any part of the Equipment or any interest therein.
- (e) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver, or custodian for Lessee or a substantial part of its property; or, in the absence of such application, consent, or acquiescence, a trustee, receiver, or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is

instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

Section 13.02. Remedies on Default. Whenever any Event of Default referred to in Section 13.01 hereof shall have happened and be continuing, the Lessor shall have the right, at its or their option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) terminate the Lease Term and give notice to the Lessee to surrender possession of the Equipment, which vacation and surrender the Lessor agrees to complete within thirty days from the date of such notice;
- (b) lease or sublease the Equipment or sell or assign any interest the Lender has in the Equipment;
- (c) recover from the Lessee: (i) the portion of Rental Payments for which a specific appropriation has been effected by the Lessee for such purpose, which would otherwise have been payable hereunder, during any period in which the Lessee continues to occupy, use or possess the Equipment; and (ii) Rental Payments for which a specific appropriation has been effected by the Lessee for such purpose, which would otherwise have been payable by the Lessee hereunder during the remainder, after the Lessee surrenders possession of the Equipment, of the Fiscal Year in which such Event of Lease Default occurs.
- (d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Equipment under this Lease.

Section 13.03. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Article 9 hereof, Lessee shall, upon the expiration of the term of this Lease or any earlier termination hereof pursuant to the terms of this Lease, deliver the Equipment to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, to such location, as Lessor shall designate at or within a reasonable distance from the general location of the Equipment. If Lessee fails to deliver the Equipment to Lessor, as provided in this Section 13.03, on or before the date of termination of this Lease, Lessee shall pay to Lessor upon demand, for each month during the hold-over period, an amount equal to highest amount due during the term of this Lease as a Rental Payment.

Section 13.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article 13 it shall not be necessary to give any notice, other than such notice as may be required in this Article 13.

ARTICLE 14 MISCELLANEOUS

Section 14.01. Force Majeure. If by reason of Force Majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article 6 hereof, Lessee shall not be deemed in Default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any

kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 14.02. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or by reputable overnight courier to the parties. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Lease or at such other address as either party may hereafter designate

Section 14.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.04. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.05. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado wherein Lessee is located.

Section 14.07. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.08. JURY TRIAL WAIVER. ALL PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY AND ALL LITIGATION RELATED TO AND/OR ARISING OUT OF THIS LEASE, ANY AGREEMENTS RELATED TO THIS LEASE, AND/OR THE TRANSACTION CONTEMPLATED BY THIS LEASE.

Section 14.09. LIMITATION OF REMEDIES AGAINST LESSOR. LESSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF BUSINESS, LOSS OF PROFITS, CONSEQUENTIAL DAMAGES OR OTHER DAMAGE CAUSED BY AND OR RELATED TO THIS LEASE AND/OR THE EQUIPMENT INCLUDING BUT NOT LIMITED TO: TIME LOST IN REPAIR OR REPLACING ANY PROPERTY, IRRESPECTIVE OF THE CAUSE THEREOF; FAILURE OR DELAY IN DELIVERING ANY PROPERTY LEASED OR TO BE LEASED HEREUNDER; FAILURE TO PERFORM ANY PROVISION HEREOF; FIRE OR OTHER CASUALTY; RIOT, STRIKE OR OTHER LABOR DIFFICULTY; GOVERNMENTAL REGULATIONS OR RESTRICTIONS; THEFT, DAMAGE TO, LOSS OF, DEFECT IN OR FAILURE OF ANY PROPERTY LEASED HEREUNDER; OR ANY OTHER CAUSE WHETHER OR NOT DUE TO NEGLIGENCE OR BEYOND LESSOR'S CONTROL. THERE SHALL BE NO ABATEMENT OR APPORTIONMENT OF MONTHLY RENTAL PAYMENTS AT ANY TIME OR FOR ANY REASON EXCEPT AS SPECIFICALLY ALLOWED BY THE TERMS OF THIS LEASE.

Section 14.10. Time is of the Essence. Time is of the essence. No covenant or obligations hereunder to be performed by Lessee maybe waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not

preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

Section 14.11. No Third Party Beneficiaries. There are no third party beneficiaries of this Lease and/or the transaction contemplated by this Lease.

Section 14.12. Savings Clause. The parties acknowledge that this Lease is subject to and shall be implemented in accordance with Section 20 of Article X of the Constitution of Colorado. To that end, any provision of the Lease (or any exhibit, amendment, or addendum hereto) that requires payment of any nature in fiscal years subsequent to the current Fiscal Year, and for which there are not present cash reserves pledged irrevocably for purposes of the payment of such obligations, shall be contingent upon future appropriation by the Lessee of sufficient funds for purposes of payment of such obligations for any future Fiscal Year. Any provision of the Lease (or any exhibit, amendment, or addendum hereto) that is contrary or inconsistent with this paragraph shall be deemed to be void and of no force and effect, but shall not invalidate or render unenforceable any other provision hereof.

Section 14.13. Electronic Transactions. The parties agree that any individual or individuals who are authorized to execute this Lease on behalf of the Lessor or Lessee are hereby authorized to execute this Lease electronically via facsimile or email signature. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Lease shall carry the full legal force and effect of any original, handwritten signature. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law

<<Signatures on Next Page>>

IN WITNESS WHEREOF, Lessor has executed this Lease in its corporate name and attested by its duly authorized officers and Lessee has caused this Lease to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LESSOR:
HUERFANO COUNTY ASSET MANAGEMENT CORPORATION INC.

By: Arica Andreatta
Title: Chair of the Board

Address for Notices:
Huerfano County Asset Management Corporation, Inc.
401 Main Street, Suite 201
Walsenburg, CO 81089

LESSEE:
HUERFANO COUNTY, COLORADO

By: John Galusha
Title: Chair, Board of County Commissioners

Address for Notices:
401 Main Street, Suite 201
Walsenburg, CO 81089
Attn: Board of County Commissioners

ATTEST:

County Clerk and Recorder

[Signature page to Lease Purchase Agreement]

EXHIBIT A - LEASE TERMS*A-1*

1. Lessee: Huerfano County, Colorado
2. Commencement Date: June 1, 2023
3. Final Expiration Date: December 31, 2033 or upon final payment.
4. Rental Payment Dates: Beginning July 1, 2023, and annually thereafter on July 1 and January 1 until Final Expiration Date.
5. Applicable Interest Rate: 2%
6. Financial Reporting Requirements:
 - a. Annually, Lessee shall deliver to Lessor copies of Lessee's audited financial statements and related audit report prepared by an independent public accounting firm acceptable to Lessor upon the first to occur of (i) two (2) weeks after the final audit is issued by the auditors or (ii) 270 Days after the end of Lessee's Fiscal year.
 - b. Annually, Lessee shall deliver to Lessor a copy of the Lessee's Annual Budget within sixty (60) days after the end of Lessee's Fiscal Year, which Annual Budget shall illustrate the Rental Payments due to the Lessor during the period covered by the Annual Budget.
 - c. Other financial reports as may be reasonably requested by Lessor.
7. Lessee's Fiscal/Budget Year: December 31

[Remainder of page intentionally left blank]

A-2

8. Rental Payment Schedule:

Date	Period	Scheduled Payment	Principal	Interest
7/1/2023	1	\$79,770.38	\$65,375.37	\$14,395.01
1/1/2024	2	\$79,770.38	\$66,029.13	\$13,741.25
7/1/2024	3	\$79,770.38	\$66,689.42	\$13,080.96
1/1/2025	4	\$79,770.38	\$67,356.31	\$12,414.07
7/1/2025	5	\$79,770.38	\$68,029.88	\$11,740.50
1/1/2026	6	\$79,770.38	\$68,710.18	\$11,060.21
7/1/2026	7	\$79,770.38	\$69,397.28	\$10,373.10
1/1/2027	8	\$79,770.38	\$70,091.25	\$9,679.13
7/1/2027	9	\$79,770.38	\$70,792.16	\$8,978.22
1/1/2028	10	\$79,770.38	\$71,500.08	\$8,270.30
7/1/2028	11	\$79,770.38	\$72,215.09	\$7,555.30
1/1/2029	12	\$79,770.38	\$72,937.24	\$6,833.14
7/1/2029	13	\$79,770.38	\$73,666.61	\$6,103.77
1/1/2030	14	\$79,770.38	\$74,403.27	\$5,367.11
7/1/2030	15	\$79,770.38	\$75,147.31	\$4,623.07
1/1/2031	16	\$79,770.38	\$75,898.78	\$3,871.60
7/1/2031	17	\$79,770.38	\$76,657.77	\$3,112.61
1/1/2032	18	\$79,770.38	\$77,424.35	\$2,346.04
7/1/2032	19	\$79,770.38	\$78,198.59	\$1,571.79
1/1/2033	20	\$79,770.38	\$78,980.57	\$789.81

EXHIBIT B – EQUIPMENT LIST

B-1 Attached



Huerfano County
100% IGA - Energy Conservation Measures
Exhibit B-1 Equipment List



Item 7g.

Energy Conservation Measure (ECM) Name	Facility	Energy Conservation Measure Description	County Priority (1, 2 or 3)	Construction Cost*	Annual Utility Savings	Annual CO2 Savings (Metric Tons)	Annual Operational & Maintenance Savings**	Total Annual Savings	Estimated Utility Rebate***	Net Financed Cost (with Grants & Incentives)	Simple Payback (SPB)
Energy Conservation Measures that Self-fund (E)											
04.01 Network Programmable Thermostat	DAO	Install programmable thermostat that can be accessed remotely over the internet to provide for central scheduling, monitoring and trouble-shooting.	1	\$1,909	\$159	2	\$0	\$159	\$0	\$1,909	12.0
04.02 Seasonal Temperature Setback	OJM	Reduce energy use by implementing an aggressive temperature setback (keep above freezing) during times of the year that the museum is not open.	1	0	\$14	0	\$0	\$14	\$0	\$0	n/a
04.03 Weekend Temperature Setback	JUD	Re-program HVAC controls to set back space temperatures during the weekends.	1	\$0	\$2,317	13	\$0	\$2,317	\$0	\$0	n/a
09.01 LED Lighting Upgrades	CDL, DAO, FAB, FOT, GCC, GRBG, GW1, GW2, HC4H, LEC, LVRB, OJM, SPA, WCC, WCO, WRBS, WSS, WTS, WWTP	Replace existing non-LED lamps/ fixtures with new LED lamps/ fixtures to reduce energy and O&M costs.	1	\$450,526	\$22,181	107	\$4,417	\$26,598	(\$9,554)	\$440,972	16.6
10.01 Solar Photovoltaic Systems	JUD, LEC, WSS, WCC	25 kW roof-mounted solar photovoltaic systems for WCC, LEC and JUD 12.3 kW System for WSS. Includes electrical upgrade at WSS	1	\$423,097	\$24,250	111	\$0	\$24,250	\$0	\$423,097	17.4
Energy Conservation Measures that may Require Additional Funding to Fall within Target Payback (E+C)											
04.05 Update/ Repair Trane Controls	WCO	Upgrade/ repair existing Building Automation System (BAS) controls on HVAC system and update to best in class control sequences to optimize energy use, improve comfort and reduce O&M time.	1	\$17,105	\$1,292	8	\$332	\$1,624	\$0	\$17,105	10.5
18.01 Domestic Water Upgrades	DAO, FOT, LEC, OJM, WCC, WCO, WRBS, WSS, WTS	Reduce water use through repair and recommissioning of flushometers in existing toilets and urinals or replace with low flow fixtures. Install vandal resistant flow restriction devices on faucets.	1	\$70,554	\$1,857	2	\$0	\$1,857	\$0	\$70,554	38.0
Facility Improvement Measures that Are Primarily Capital in Nature (C)											
01.03 High Efficiency Furnace	OJM, WRBS	Furnace has reached ASHRAE life expectancy. Replace with a new high efficiency furnace to improve reliability and reduce energy use.	1	\$77,383	\$1,282	3	\$80	\$1,362	\$0	\$77,383	CAPITAL
01.04 Remove Electric Unit Heater	GW1	Electric unit heater in space has reached ASHRAE end-of-life and is currently a safety hazard (arcs when energized). Demo unit heater and replace with outlet for portable electric heater.	1	\$1,025	\$0	0	\$0	\$0	\$0	\$1,025	CAPITAL
03.01 Replace Rooftop Units	WCC, WSS	Rooftop Units have reached their ASHRAE life expectancy. Replace with new rooftop units to improve occupant comfort and O&M costs.	2	\$408,827	\$586	(2)	\$1,328	\$1,914	\$0	\$408,827	CAPITAL
03.02 Refurbish Air Handling Units	LEC	The existing air handling units need to be repaired/ refurbished including: repair flex connections, repair evaporative cooling sections, replace media and clean coils to effectively heat and cool the Law Enforcement Center.	2	\$115,364	\$0	0	\$431	\$431	\$0	\$115,364	CAPITAL
09.02 Exterior LED Field Lighting Upgrades	BPA, GCC, HC4H	Replace existing non-LED field lighting with new LED field lighting to improve light levels, color rendering and reduce energy and O&M costs.	3	\$154,403	\$718	4	\$137	\$855	(\$6,178)	\$148,225	CAPITAL
11.01-CPB Repair Electrical Service	CPB	Replace existing electric panel and breakers and provide new electrical service to it. Existing compressor and pump starters to be abandoned in place.	1	\$61,238	\$0	0	\$0	\$0	\$0	\$61,238	CAPITAL
13.01 Air Sealing and Weather-Stripping	CDL, CMB, CPB, FAB, GRBG, LEC, LVRB, OJM, WCC, WCO, WRBS, WSS	Add weather stripping and spray foam to better seal building envelope, reduce infiltration, reduce energy use and improve occupant comfort.	2	\$129,653	\$2,007	13	\$836	\$2,843	\$0	\$129,653	CAPITAL
13.05 Gutter Repair	WCO	Clean out two south-side gutter down-spouts, scope and snake line to storm drain. Includes allowance for excavation and repair of underground portion of drains. Add heat trace to prevent freezing.	1	\$36,548	(\$50)	0	\$667	\$617	\$0	\$36,548	CAPITAL
13.06-Insulation & Fans	HC4H	Add roof insulation and three 14-ft ceiling-mounted fans	2	\$99,127	\$0	0	\$0	\$0	\$0	\$99,127	CAPITAL
20.02 Design Standards Criteria	CMB, CPB	Provide schematic design for Cuchara Pump House and Maintenance Building. Would need county to provide direction on future use.	2	\$9,479	\$0	0	\$0	\$0	\$0	\$9,479	CAPITAL
20.03 Permanent Ladder	WCC	Install permanent ladder to allow for safer roof access.	1	\$30,231	\$0	0	\$0	\$0	\$0	\$30,231	CAPITAL
20.04 Roof Hatch Safety Rails	LEC	Add safety rails around rooftop hatch of Law Enforcement Center.	1	\$8,120	\$0	0	\$0	\$0	\$0	\$8,120	CAPITAL
22.01 PowerED	WCO, JUD, LEC, WCC	powerED engagement program for the building occupants and facilities staff at four facilities: Courthouse, Judicial Building, Law Enforcement Center and Community Center. Includes promoting the project (press releases, ribbon cutting ceremonies, etc.) and Reveal Dashboard for 3 years to show baseline utility use, EUIs, FCA metrics and project energy savings.	1	\$33,315	\$0	0	\$0	\$0	\$0	\$33,315	CAPITAL
22.02 Facility Condition Assessment	MULTIPLE FACILITIES	Facility Condition Assessments focusing on mechanical, electrical, plumbing and building envelope systems. Includes code evaluation and side-walk assessment at Walsenburg Community Center only. Excludes Judicial Building, Radio Towers and Water Treatment facilities in Gardner.	1	\$22,791	\$0	0	\$0	\$0	\$0	\$22,791	CAPITAL
DOLA Grant										\$ (750,000)	
County Capital Contribution										\$ (150,000)	
Inflation Reduction Act Direct Payment										\$ (112,386)	
Project totals				\$2,150,694	\$56,613	259	\$8,228	\$64,841	\$ (15,732)	\$ 1,122,576	17.3
Contingency										\$95,614	
Total Cost With Contingency										\$ 1,218,190	18.8
NOTES: GCC= Gardner Community Center, OJM= Old Jail House Museum, JUD= Judicial Building, FAB= Fire/ Ambulance, WRBS= Walsenburg Road and Bridge Shop, GW1= Gardner Well 1, GW2= Gardner Well 2, FOT= Fox Theater, SPA= Spanish Peaks Airfield- Airport Terminal, WCC= Walsenburg Community Center, WTS= Waste Transfer Station, WSS= Social Services, LEC= Law Enforcement Center, DAO= District Attorney's Office, HC4H= HCH4 Building, LVRB= La Veta Road and Bridge Shop, WCO= Walsenburg Courthouse, GRBG= Gardner Road and Bridge Garage, BPA= Ball Park, CDL= Cuchara Day Lodge, CMB= Cuchara Maintenance Building, CPB= Cuchara Pump Building, WWTP= Waste Water Treatment Plant											
* Since design, project management and other project related costs are distributed among the ECMs, the project cost will not go up or down by exactly the amounts shown here if a ECM or ECMs are removed from the final contracted scope of work.											
** Incentives are contingent on final approval from providers. Amounts shown are for reference only.											
*** CAP depicts a capital measure or project related costs which are not driven by utility and/or operational savings.											
Proprietary and Confidential											

Huerfano County, Colorado

Financial Statements
with Independent Auditor's Report

December 31, 2021

Huerfano County, Colorado

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Huerfano County, Colorado

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Independent Auditor's Report

Board of County Commissioners
Huerfano County, Colorado
Walsenberg, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the business-type activities and each major fund of the Huerfano County, Colorado (the County) as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the basic financial statements of the County, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and each major fund of the County as of December 31, 2021, and the respective changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The County's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the beginning net position as of January 1, 2021 has been restated to reflect prior period adjustments to fixed assets. Accordingly, adjustments have been made to the beginning balance of net position as of January 1, 2021. Our opinion is not modified with respect to this matter.

Office Locations:

Colorado Springs, CO
Denver, CO
Tulsa, OK

Denver Office:

750 W. Hampden Avenue
Suite 400
Englewood,
Colorado 80110
TEL: 303.796.1000
FAX: 303.796.1001
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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Other Matters***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The County has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Huerfano County, Colorado's basic financial statements. The supplementary information and the local highway finance report listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling the information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Hick & Company, PC

Englewood, Colorado
September 30, 2022



Basic Financial Statements

Huerfano County, Colorado
Statement of Net Position
December 31, 2021

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	\$ 7,520,628	\$ 14,495	\$ 7,535,123
Accounts Receivable	-	4,776	4,776
Sales Taxes Receivable	359,970	-	359,970
Property Taxes Receivable	3,293,569	-	3,293,569
Due from Other Governments	161,760	-	161,760
Inventories, net	34,588	-	34,588
Capital Assets, <i>not being depreciated</i>	579,334	-	579,334
Capital Asser, <i>net of accumulated depreciation</i>	20,519,554	1,432,622	21,952,176
 Total Assets	 32,469,403	 1,451,893	 33,921,296
Liabilities			
Accounts Payable	543,056	763	543,819
Unearned Revenue	674,922	-	674,922
Long-term Debt			
Due within one year	474,410	-	474,410
Due in more than one year	9,028,757	-	9,028,757
 Total Liabilities	 10,721,145	 763	 10,721,908
Deferred Inflows of Resources			
Deferred inflows due to pensions			
Unavailable revenue - property taxes	2,618,549	-	2,618,549
 Total Deferred inflows of resources	 2,618,549	 -	 2,618,549
Net Position			
Net Investment in Capital Assets	11,595,721	-	11,595,721
Restricted for Emergencies (TABOR)	300,000	-	300,000
Unrestricted, unreserved	7,233,988	1,451,130	8,685,118
 Total Net Position	 \$ 19,129,709	 \$ 1,451,130	 \$ 20,580,839

Huerfano County, Colorado
Statement of Activities
For the Year Ended December 31, 2021

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Change in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Primary Government							
Governmental Activities							
General Government	\$ 3,760,555	\$ 1,193,972	\$ 1,434,642	\$ 111,145	\$ (1,020,796)	\$ -	\$ (1,020,796)
Public Safety	4,465,464	751,026	79,945	36,319	(3,598,174)	-	(3,598,174)
Public Works	2,951,439	91,564	1,857,943	-	(1,001,932)	-	(1,001,932)
Human Services	2,246,508	-	2,291,273	-	44,765	-	44,765
Heath and Sanitation	281,626	77,835	-	-	(203,791)	-	(203,791)
Culture and Recreation	110,999	199	578,232	140,349	607,781	-	607,781
Interest on Long-term Debt	235,797	-	-	-	(235,797)	-	(235,797)
Total Governmental Activities	<u>14,052,388</u>	<u>2,114,596</u>	<u>6,242,035</u>	<u>287,813</u>	<u>(5,407,944)</u>	<u>-</u>	<u>(5,407,944)</u>
Business-Type Activities							
Correctional Facility	14,182	-	-	-	-	(14,182)	(14,182)
Gardner Water and Sewer Improvement District	<u>158,245</u>	<u>90,197</u>	<u>-</u>	<u>45,396</u>	<u>-</u>	<u>(22,652)</u>	<u>(22,652)</u>
Total Business-Type Activities	<u>172,427</u>	<u>90,197</u>	<u>-</u>	<u>45,396</u>	<u>-</u>	<u>(36,834)</u>	<u>(36,834)</u>
Total Primary Government	<u>\$ 14,224,815</u>	<u>\$ 2,204,793</u>	<u>\$ 6,242,035</u>	<u>\$ 333,209</u>	<u>\$ (5,407,944)</u>	<u>\$ (36,834)</u>	<u>\$ (5,444,778)</u>
General Revenues							
Taxes							
Property Tax					2,388,112	-	2,388,112
Sales and Use Tax					1,608,275	-	1,608,275
Specific ownership Tax					281,375	-	281,375
Other Taxes					1,478,287	-	1,478,287
Investment income					286,007	10	286,017
Misc.					<u>241,846</u>	<u>306</u>	<u>242,152</u>
Total General Revenues and Transfers					<u>6,283,902</u>	<u>316</u>	<u>6,284,218</u>
Change in Net Position					<u>875,958</u>	<u>(36,518)</u>	<u>839,440</u>
Net Position, Beginning of year as previously stated					18,776,080	1,518,256	20,294,336
Restatement					<u>(522,329)</u>	<u>(30,608)</u>	<u>(552,937)</u>
Net position, Beginning of year restated					<u>18,253,751</u>	<u>1,487,648</u>	<u>19,741,399</u>
Net Position, End of year					<u>\$ 19,129,709</u>	<u>\$ 1,451,130</u>	<u>\$ 20,580,839</u>

See Notes to Financial Statements.

Huerfano County, Colorado

Balance Sheet Governmental Funds December 31, 2021

	General	Road & Bridge	Department of Human Services	Special Projects	Emergency Service	Disaster Recovery	Other Governmental Funds	Total
Assets								
Cash and cash equivalents	\$ 2,406,817	\$ 548,490	\$ 713,995	\$ 1,686,881	\$ 719,003	\$ 659,082	\$ 786,360	\$ 7,520,628
Taxes receivable	2,692,098	14,395	853,076	-	164,973	-	833,318	4,557,860
Inventories	-	34,588	-	-	-	-	-	34,588
Total Assets	\$ 5,098,915	\$ 597,473	\$ 1,567,071	\$ 1,686,881	\$ 883,976	\$ 659,082	\$ 1,619,678	\$ 12,113,076
Liabilities								
Accounts Payable	\$ 56,056	\$ 32,008	\$ 382,176	\$ 6,732	\$ 50,958	\$ 4,108	\$ 27,314	\$ 559,352
Due to Other Funds	22,500	-	-	-	-	703,765	-	726,265
Deferred Revenue	-	-	674,922	-	-	-	-	674,922
Total Liabilities	78,556	32,008	1,057,098	6,732	50,958	707,873	27,314	1,960,539
Deferred Inflows of Resources								
Property Taxes	2,474,601	14,395	-	-	-	-	129,553	2,618,549
Fund Balance								
Restricted for TABOR	200,000	70,000	-	-	25,000	-	5,000	300,000
Committed	-	-	-	-	-	-	1,457,811	1,457,811
Unassigned	2,345,758	481,070	509,973	1,680,149	808,018	(48,791)	-	5,776,177
Total Fund Balance	2,545,758	551,070	509,973	1,680,149	833,018	(48,791)	1,462,811	7,533,988
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	\$ 5,098,915	\$ 597,473	\$ 1,567,071	\$ 1,686,881	\$ 883,976	\$ 659,082	\$ 1,619,678	\$ 12,113,076

See Notes to Financial Statements.

Huerfano County, Colorado
 Reconciliation of Balance Sheet of the Governmental Funds
 to the Statement of Net Position
 December 31, 2021

Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:

Total Fund Balance of Governmental Funds	\$ 7,533,988
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in governmental funds.	21,098,888
Long-term liabilities and related items are not due and payable in the current year and, therefore, are not reported in governmental funds.	
Long-term Debt	(9,232,838)
Capital Leases Payable	(191,774)
Accrued Compensated Absences	(78,555)
	<hr/>
Total Net Position of Governmental Activities	\$ <u>19,129,709</u>

Huerfano County, Colorado
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
For the Year Ended December 31, 2021

	General	Road & Bridge	Department of Human Services	Special Projects	Emergency Service	Disaster Recovery	Other Governmental Funds	Total Governmental Funds
Revenues								
Taxes								
Property Tax	\$ 2,258,073	\$ 11,610	\$ -	\$ -	\$ -	\$ -	\$ 118,429	\$ 2,388,112
Specific Ownership Tax	265,966	1,543	-	-	-	-	13,866	281,375
Sales and Other Tax	1,979,838	118	-	-	1,014,719	-	1,149	2,995,824
Licenses and Permits	218,303	30,651	-	-	-	-	88,740	337,694
Charges for Services	1,470,361	60,913	-	-	24,043	-	117,268	1,672,585
Intergovernmental	79,656	1,857,943	2,291,273	-	5,000	-	1,148,528	5,382,400
Grant Income	46,495	15,628	-	247,162	22,081	815,437	2,643	1,149,446
Investment Income	123,165	20,972	-	61,587	42,616	23,752	13,915	286,007
Miscellaneous	252,776	43,014	-	114,234	4,012	501	20,366	434,903
Total Revenues	<u>6,694,633</u>	<u>2,042,392</u>	<u>2,291,273</u>	<u>422,983</u>	<u>1,112,471</u>	<u>839,690</u>	<u>1,524,904</u>	<u>14,928,346</u>
Expenditures								
Current								
General Government	2,694,103	-	-	-	-	-	359,718	3,053,821
Public Safety	2,694,284	-	-	-	806,819	738,411	7,020	4,246,534
Public Works	351,227	2,375,370	-	-	-	-	-	2,726,597
Health Services	196,427	-	2,234,854	-	-	-	85,199	2,516,480
Culture and Recreation	-	-	-	-	-	-	56,176	56,176
Capital Outlay	36,016	-	-	993,078	-	-	162,570	1,191,664
Debt Service								
Principal	265,364	-	-	-	-	-	-	265,364
Interest and Fiscal Charges	339,000	-	-	-	-	-	-	339,000
Total Expenditures	<u>6,576,421</u>	<u>2,375,370</u>	<u>2,234,854</u>	<u>993,078</u>	<u>806,819</u>	<u>738,411</u>	<u>670,683</u>	<u>14,395,636</u>
Excess Revenues Over (Under) Expenditures	<u>118,212</u>	<u>(332,978)</u>	<u>56,419</u>	<u>(570,095)</u>	<u>305,652</u>	<u>101,279</u>	<u>854,221</u>	<u>532,710</u>
Other Financing Sources (Uses)								
Transfers In	150,000	600,000	-	400,000	-	-	-	1,150,000
Transfers Out	-	-	-	-	(550,000)	-	(600,000)	(1,150,000)
Other Financing Sources (Uses)	<u>150,000</u>	<u>600,000</u>	<u>-</u>	<u>400,000</u>	<u>(550,000)</u>	<u>-</u>	<u>(600,000)</u>	<u>-</u>
Net Change in Fund Balance	268,212	267,022	56,419	(170,095)	(244,348)	101,279	254,221	532,710
Fund Balance, Beginning of Year								
As previously Stated	2,277,546	253,440	453,554	1,850,244	1,077,366	(150,070)	1,208,590	6,970,670
Restatement	<u>-</u>	<u>30,608</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,608</u>
As Restated	<u>2,277,546</u>	<u>284,048</u>	<u>453,554</u>	<u>1,850,244</u>	<u>1,077,366</u>	<u>(150,070)</u>	<u>1,208,590</u>	<u>7,001,278</u>
Fund Balance, End of Year	<u>\$ 2,545,758</u>	<u>\$ 551,070</u>	<u>\$ 509,973</u>	<u>\$ 1,680,149</u>	<u>\$ 833,018</u>	<u>\$ (48,791)</u>	<u>\$ 1,462,811</u>	<u>\$ 7,533,988</u>

See Notes to Financial Statements.

Huerfano County, Colorado

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities For the Year Ended December 31, 2021

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:

Net Change in Fund Balance of Governmental Funds	\$ 532,710
Capital outlays to purchase or construct capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are capitalized in the statement of net position and are allocated over their estimated useful lives as annual depreciation expense in the statement of activities.	
Capital Outlays	878,052
Depreciation Expense	(993,693)
Repayments of long-term liabilities are expenditures in governmental funds, but they reduce long-term liabilities in the statement of net position and do not affect the statement of activities.	
Principal payments on Long-term Debt Capital Leases	537,444
Change in Accrued Compensated Absences	(78,555)
	<hr/>
Change in Net Position of Governmental Activities	\$ <u>875,958</u>

Huerfano County, Colorado
Statement of Net Position
Proprietary Fund
December 31, 2021

	Correctional Facility	Gardner Water and Sewer Improvement District	Total
Assets			
<i>Current Assets</i>			
Cash and Investments	\$ 11,029	\$ 3,466	\$ 14,495
Accounts Receivable	-	4,776	4,776
Total Current Assets	11,029	8,242	19,271
<i>Noncurrent Assets</i>			
Capital Assets, Net of accumulated depreciation	13,558	1,419,064	1,432,622
Total Noncurrent Assets	13,558	1,419,064	1,432,622
Total Assets	24,587	1,427,306	1,451,893
Liabilities			
<i>Current Liabilities</i>			
Accounts Payable	-	763	763
Total Current Liabilities	-	763	763
Net Position			
Net Investment in Capital Assets	13,558	1,419,064	1,432,622
Unrestricted	11,029	7,479	18,508
Total Net Position	\$ 24,587	\$ 1,426,543	\$ 1,451,130

Huerfano County, Colorado
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Fund
For the Year Ended December 31, 2021

	Correctional Facility	Gardner Water and Sewer Improvement District	Total
Operating Revenues			
Charges for Services	\$ -	\$ 90,197	\$ 90,197
Operating Grants and Contributions	-	45,396	45,396
Miscellaneous	-	306	306
	<u>-</u>	<u>135,899</u>	<u>135,899</u>
Total Operating Revenues	-	135,899	135,899
Operating Expenses			
Monitoring, Security Services and Wages	-	35,381	35,381
Contractual Services	-	4,768	4,768
Utilities	-	12,777	12,777
Repairs and Maintenance	-	3,507	3,507
Other Supplies and Expenses	-	960	960
Professional Fees	2	-	2
Miscellaneous Expenses	-	60,668	60,668
Depreciation	14,180	40,184	54,364
	<u>14,182</u>	<u>158,245</u>	<u>172,427</u>
Total Operating Expenses	14,182	158,245	172,427
Net Operating Income	<u>(14,182)</u>	<u>(22,346)</u>	<u>(36,528)</u>
Non-Operating Revenues (Expenses)			
Interest Income	10	-	10
	<u>10</u>	<u>-</u>	<u>10</u>
Change in Net Position	<u>(14,172)</u>	<u>(22,346)</u>	<u>(36,518)</u>
Net Position, Beginning of year as previously stated	38,759	1,479,497	1,518,256
Restatement	<u>-</u>	<u>(30,608)</u>	<u>(30,608)</u>
Net Position, Beginning of year as restated	38,759	1,448,889	1,487,648
Net Position, End of Year	<u>\$ 24,587</u>	<u>\$ 1,426,543</u>	<u>\$ 1,451,130</u>

Huerfano County, Colorado
Statement of Cash Flows
Proprietary Fund
For the Year Ended December 31, 2021

	Correctional Facility	Gardner Water and Sewer Improvement District	Total
Cash Flows From Operating Activities			
Cash Received from Customers	\$ -	\$ 90,197	\$ 90,197
Cash Received from Others	-	45,702	45,702
Cash Paid to Suppliers	(2)	(87,520)	(87,522)
Cash Paid to Employees	-	(35,381)	(35,381)
	<u>(2)</u>	<u>12,998</u>	<u>12,996</u>
Net Cash Provided by Operating Activities			
	(2)	12,998	12,996
Cash Flows From Investing Activities			
Interest received	10	-	10
	<u>10</u>	<u>-</u>	<u>10</u>
Net Cash Used by Capital and Related Financing Activities			
	10	-	10
Net Change in Cash and Cash Equivalents	8	12,998	13,006
Cash and Cash Equivalents, Beginning of Year	11,021	(9,532)	1,489
	<u>11,021</u>	<u>(9,532)</u>	<u>1,489</u>
Cash and Cash Equivalents, End of Year	\$ 11,029	\$ 3,466	\$ 14,495
	<u>\$ 11,029</u>	<u>\$ 3,466</u>	<u>\$ 14,495</u>
Reconciliation of Net Operating Income to Net Cash Provided by Operating Activities:			
Net Operating Income	\$ (14,182)	\$ (22,346)	\$ (36,528)
Adjustments to Reconcile Net Operating Income to Net Cash Provided by Operating Activities			
Depreciation Expense	14,180	40,184	54,364
Changes in Assets and Liabilities Related to Operations			
Accounts Payable	-	(4,720)	(4,720)
Accrued Expenses	-	(120)	(120)
	<u>-</u>	<u>(120)</u>	<u>(120)</u>
Net Cash Provided by Operating Activities	\$ (2)	\$ 12,998	\$ 12,996
	<u>\$ (2)</u>	<u>\$ 12,998</u>	<u>\$ 12,996</u>

Huerfano County, Colorado
Statement of Fiduciary Net Position
Fiduciary Funds
December 31, 2021

	Agency Funds
Assets	
<i>Current Assets</i>	
Cash and Investments	\$ 271,447
Total Assets	271,447
Liabilities	
<i>Current Liabilities</i>	
Due to Other Governments	271,447
Total Current Liabilities	271,447
Net Position	
Unrestricted	-
Total Net Position	\$ -

Huerfano County, Colorado

Notes to the Financial Statements

December 31, 2021

Note 1: Summary of Significant Accounting Policies

The financial statements of the Huerfano County, Colorado (the County) have been prepared in conformity with generally accepted accounting principles (GAAP) as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the County's accounting policies are described below.

Reporting Entity

The County is a political subdivision organized under the statutes of the State of Colorado. The County is governed by a three-member Board of County Commissioners (The Board). Each commissioner is elected at-large by the voters of the County to represent one of the three separate districts and must reside in the district for which he or she is elected. There are also six other elected officials - assessor, clerk and recorder, coroner, sheriff, surveyor and treasurer. The treasurer is also the County Public Trustee.

The County provides a wide range of services to its residents including general administration, public safety, highways and streets, health and human services, public improvements, planning, zoning, airport, predatory animal and weed control.

Component Units

The County's combined financial statements include the accounts of all County operations. The criteria for including organizations as component units within the County's reporting entity, as set forth in Section 2100 of GASB's *Codification of Governmental Accounting and Financial Reporting Standards*, include whether:

- The organization is legally separate (can sue and be sued in their own name).
- The County holds the corporate powers of the organization.
- The County appoints a voting majority of the organization's board.
- The County is able to impose its will on the organization.
- The organization has the potential to impose a financial benefit/burden on the County.
- There is fiscal dependency by the organization on the County.
- The organization is financially accountable to the County.
- The organization receives or holds funds that are for the benefit of the County; and the County has access to majority of the funds held; and the funds that are accessible are also significant to the County.

Based on the application of these criteria, there are no component units included in the County's reporting entity.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the County and its component units. For the most part, the effect of interfund activity has been removed from these statements. Exceptions to this general rule are charges for interfund services that are reasonably equivalent to the services provided. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current year or soon enough thereafter to pay liabilities of the current year. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current year.

Taxes, intergovernmental revenues, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues of the current year. All other revenues are considered measurable and available only when cash is received by the County.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a fund's principal ongoing operations. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

In the fund financial statements, the County reports the following major governmental funds:

The *General Fund* - Is the County's primary operating fund. It accounts for all financial resources of the County, except those accounted for in another fund.

The *Road and Bridge Fund* - This fund accounts for maintenance of all county roads and bridges which includes salaries and benefits and other expenses related to maintenance. The main revenues are highway users trust fund receipts and property taxes. The fund also sells fuel to other departments and governmental agencies within the County.

The *Human Service Fund* - This fund accounts for public welfare costs paid to qualifying clients. The majority of federal funds expended are incurred through this fund. In addition to federal funds received this fund also receives state funds and property taxes.

The *Special Projects Fund* - This fund accounts for certain projects and specific funds received that are for the overall good of the County that are not classified as being from one particular fund.

The *Emergency Services Fund* - During 2009, the voters approved an additional 1% sales tax to be used for emergency/dispatch services for all residents of the County.

The *Disaster Recovery Fund* - This fund accounts for grants and other funds received to use for fire loss mitigation due to the 2019 fire.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

Proprietary fund financial statements are used to account for activities, which are similar to those found in the private sector. The measurement focus is based upon determination of net income, financial position, and cash flows.

Proprietary funds are accounted for using the accrual basis of accounting as follows:

- Revenues are recognized when earned, and expenses are recognized when the liabilities are incurred.
- Current-year contributions, administrative expenses, and premium payments, which are not received or paid until the subsequent years, are considered to be incurred.

Proprietary funds are accounted for using the economic resources measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or non-current) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenue) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operating of the fund. All other expenses are reported as non-operating expenses.

The County reports the following major proprietary funds:

Correctional Facility - This fund accounts for funds received from a contract with CCA for the housing of prisoners. Currently no revenues of a material amount are being received as the local prison was closed.

Gardner Water & Sewer Improvement District - During 2011 the voters of the County approved a ballot question authorizing the County to take over operations of the improvement district. The fund accounts for water and sewer services to the Gardner area.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

The County reports the following non-major funds:

Conservation Trust Fund - This fund accounts for lottery proceeds required to be expended solely on park and recreation improvements.

P.I.L.T Fund - This fund accounts for payments in lieu of taxes received from the federal government due to the amount of federally owned land in the County. The funds can be spent for any legal purpose.

Retirement Fund - This fund receives the Colorado Retirement Association (CRA) contributions from the eligible employees of each fund and pays the employee's and employer's share for the benefit of each eligible employee's retirement.

Federal Forest Project Fund - This fund accounts for reimbursements received for search and rescue missions and for the cost of those missions.

Lodging Tax Tourism Fund - During 2006 the voters approved a lodging tax that is levied against each hotel or motel room rented. The funds collected will be spent for economic development.

Waste Transfer Station Fund - This fund accounts for fees and related costs of operating a waste transfer station.

Fiduciary fund financial statements consist of the Agency Fund established to record transactions relating to assets held by the County as an agent for individuals, governmental entities, and non-profit organizations. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Certain eliminations have been made as prescribed by GASB Statement No. 34 in regard to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated.

The County applies all applicable GASB pronouncements to the business-type activities. Reconciliation of the Fund financial statements to the Government-Wide financial statements is provided in the financial statements to explain the differences created by the integrated approach of GASB Statement No. 34.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

Assets, Liabilities and Net Position/Fund Balances

Cash Equivalents - For purposes of the statement of cash flows, cash equivalents are defined as investments with original maturities of three months or less. The County considers all pooled cash and investments to be cash equivalents.

Receivables - Receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

Inventory - Inventory is valued at the lower of cost (first-in, first-out) or market. Inventory in the Road and Bridge Fund consists of expendable supplies held for use. Reported inventories are equally offset by a fund balance reserve, which indicates that they do not constitute "available spendable resources", even though they are a component of net current assets. Inventory policy on government-wide statements is consistent with fund statements.

Interfund Receivables and Payables - During the course of operations, certain transactions occur between individual funds. The resulting receivables and payables are classified on the balance sheet as *interfund receivables* and *interfund payables*. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as *internal balances*.

Prepaid Expenses - Certain payments to vendors reflect costs applicable to future accounting periods and are reported as prepaid expenses using the consumption method.

Capital Assets - Capital assets, which include land, buildings, equipment, and all infrastructure owned by the County, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and the proprietary funds in the fund financial statements. Capital assets are defined by the County as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the acquisition value on the date of donation. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized.

Capital assets of the County are depreciated using the straight-line method over the following estimated useful lives.

Infrastructure	75 years
Buildings & Improvements	50 - 75 years
Furniture & Fixtures	7 - 10 years
Machinery, Equipment, & Vehicle	5 - 10 years

It is the County's policy to capitalize all infrastructure purchased after July 1, 1980.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

Assets, Liabilities and Net Position/Fund Balances (Continued)

Compensated Absences - Employees of the County are allowed to accumulate unused vacation and sick time depending on length of employment. Upon termination of employment from the County, an employee will be compensated for all accrued vacation time at their current rate of pay. If an employee has unused sick time and ceases employment with the county, the sick time is cancelled and there is no provision for payment for unused sick leave.

Accumulated, unpaid vacation time is accrued when earned in the government-wide financial statements and the proprietary funds in the fund financial statements. A liability is recorded in the governmental fund financial statements only when payment is due.

Long-Term Debt - In the government-wide financial statements and the proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Debt premiums, discounts and accounting losses resulting from debt refunding's are deferred and amortized over the life of the debt using the straight-line method. In the governmental fund financial statements, the face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses.

Debt issuance costs, whether or not withheld from the debt proceeds, are reported as current expenses or expenditures.

Deferred Inflows of Resources - In addition to liabilities, the statement of net position and the governmental fund balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position and/or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has two types of items which arise both under the full accrual and modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the items, property taxes and unavailable grant revenue, are reported in both the governmental activities statement of net position and in the governmental funds balance sheet. The governmental funds report deferred inflows of resources from property taxes and unavailable grant revenue. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. Since property tax revenues are collected in arrears during the succeeding year, a receivable and corresponding deferred inflow of resources is recorded at December 31. As the tax is collected in the succeeding year, the deferred inflow of resources is recognized as revenue and the receivable is reduced.

Fund Equity - In the fund financial statements, governmental funds report non-spendable amounts that are (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash such as inventories, prepaid items, long-term notes receivable and fund advances. Restrictions of fund balance represents amounts that are restricted for specific fund purposes stipulated by external resource providers constitutionally or through enabling legislation.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

Assets, Liabilities and Net Position/Fund Balances (Continued)

Committed fund balances include amounts that can only be used for the specific purposes determined by the passage of a resolution by the Board of County Commissioners. Commitments may be modified or changed only by the Board of County Commissioners approving a new resolution. Assigned fund balance includes amounts intended to be used by the County for specific purposes that are neither restricted nor committed. Intent is expressed by the County Administrator. Unassigned fund balance includes amounts that do not meet any of the above criteria. The County may report positive unassigned fund balances only in the general fund and negative unassigned fund balances may be reported in all funds.

Net Position - The County's net position is classified in the following components:

- *Net Investment in Capital Assets* - This component consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- *Restricted* - This component consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Restricted assets are assets which have restrictions placed on the use of the assets through external constraints imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation. Generally, a liability relates to restricted assets if the asset results from a resource flow that also results in the recognition of a liability or if the liability will be liquidated with the restricted assets reported.
- *Unrestricted* - This component consists of the net amount of assets, deferred outflows of resources, liabilities and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

Property Taxes

Property taxes attach as an enforceable lien on property on January 1, are levied the following December, and collected in the subsequent year. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's Office collects property taxes and remits to the County on a daily basis. Since property tax revenues are collected in arrears during the succeeding fiscal year, receivables and corresponding deferred inflows of resources are reported at year end.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

Assets, Liabilities and Net Position/Fund Balances (Continued)

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

The County has evaluated subsequent events for recognition or disclosure through September 30, 2022, the date the financial statements were available for issuance.

Note 2: Cash and Investments

A summary of cash and investments at December 31, 2021, follows:

Petty Cash	\$ 4,080
Cash Deposits	2,202,445
Investments	5,600,045
Total	<u>\$ 7,806,570</u>

Cash and investments are reported in the financial statements as follows:

Cash and Investments	\$ 7,535,123
Agency Fund Cash	271,447
Total	<u>\$ 7,806,570</u>

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires all local government entities to deposit cash in eligible public depositories. Eligibility is determined by State regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. The PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. At December 31, 2021, the County had bank deposits of \$3,065,702 collateralized with securities held by the financial institutions' agents but not in the County's name.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 2: Cash and Investments (Continued)

Investments

The County is required to comply with State statutes which specify investments meeting defined rating, maturity, and concentration risk criteria in which the County may invest, which include the following. Custodial risk is not addressed by State statutes.

- Obligations of the United States and certain U.S. Agency securities.
- Certain international agency securities.
- General obligation and revenue bonds of U.S. local government entities.
- Bankers' acceptances of certain banks.
- Commercial paper.
- Local government investment pools.
- Written repurchase agreements collateralized by certain authorized securities.
- Certain money market funds.
- Guaranteed investment contracts (GICs).

At December 31, 2021, the County had the following investments with the following maturities:

	S&P Rating	Carrying Amount	Less Than One Year	Less Than Five Years
CSIP LGIP	N/A	\$ 320,866	320,866	-
ColoTrust	N/A	1,026,981	1,026,981	-
CSafe	N/A	1,216,123	1,216,123	-
Money Market Funds	N/A	847,235	847,235	-
Government Bonds	AA+	346,163	-	346,163
Corporate Bonds	BB- to BBB-	335,599	-	335,599
Municipal Bonds	AA to A2	959,096	-	959,096
Certificate of Deposits	N/A	547,982	-	547,982
		<u>\$ 5,600,045</u>	<u>\$ 3,411,205</u>	<u>\$ 2,188,840</u>

Fair Value Measurements - The County reports its investments using the fair value measurements established by generally accepted accounting principles. As such, a fair value hierarchy categorizes the inputs used to measure the fair value of the investments into three levels. Level 1 inputs are quoted prices in active markets for identical investments; Level 2 inputs include quoted prices in active markets for similar investments, or other observable inputs; and Level 3 inputs are unobservable inputs. At December 31, 2021, the County's investments as shown above were measured utilizing quoted prices in active markets for similar investments (Level 2 inputs).

Interest Rate Risk - State statutes generally limit the maturity of investment securities to five years from the date of purchase unless the governing board authorizes the investment for a period in excess of five years.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 2: Cash and Investments (Continued)

Investments (Continued)

Credit Risk - State statutes limit certain investments to those with specified ratings from nationally recognized statistical rating organizations, depending on the type of investment.

Local Government Investment Pools - At December 31, 2021, the County had \$1,026,981 and \$1,216,123 invested in the Colorado Local Government Liquid Asset Trust (Colotrust) and the Colorado Surplus Asset Fund Trust (CSAFE), respectively. The pools are investment vehicles established for local government entities in Colorado to pool surplus funds. The Colorado Division of Securities administers and enforces the requirements of creating and operating the pools. The pools operate in conformity with the Securities and Exchange Commission's Rule 2a-7. The pools are measured at the net asset value per share, with each share valued at \$1. The pools are rated AAAM by Standard and Poor's. Investments of the pools are limited to those allowed by State statutes. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. The custodian's internal records identify the investments owned by the participating governments.

Note 3: Capital Assets

Capital asset activity for the year ended December 31, 2021, is summarized below:

	Balance 12/31/20	Additions	Transfer	Deletions	Balance 12/31/21
Governmental Activities					
Capital Assets, <i>Not Being Depreciated</i>					
Land	\$ 489,055	\$ 90,279	\$ -	\$ -	\$ 579,334
Construction in Progress	14,106,967	704,517	(14,811,484)	-	-
Total Capital Assets, <i>Not Being Depreciated</i>	14,596,022	794,796	(14,811,484)	-	579,334
Capital Assets, <i>Being Depreciated</i>					
Infrastructure	1,098,994				1,098,994
Buildings	13,588,074	8,001	14,811,484	-	28,407,559
Machinery & Equipment	9,331,055	75,255	-	-	9,406,310
Total Capital Assets, <i>Being Depreciated</i>	24,018,123	83,256	14,811,484	-	38,912,863
Less Accumulated Depreciation					
Infrastructure	(73,266)	(14,652)	-	-	(87,918)
Buildings	(9,515,077)	(568,886)	-	-	(10,083,963)
Machinery & Equipment	(7,811,274)	(410,154)	-	-	(8,221,428)
Total Accumulated Depreciation	(17,399,617)	(993,692)	-	-	(18,393,309)
Total Capital Assets, <i>Deign Depreciated, Net</i>	6,618,506	(910,436)	14,811,484	-	20,519,554
Governmental Activities, Capital Assets, <i>Net</i>	\$ 21,214,528	\$ (115,640)	\$ -	\$ -	\$ 21,098,888

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 3: Capital Assets (Continued)

	Balance 12/31/20	Additions	Transfer	Deletions	Balance 12/31/21
Business-type Activities					
Capital Assets, <i>Being Depreciated</i>					
Distribution Assets	1,538,137	-	-	-	1,538,137
Equipment and Vehicles	622,853	-	-	-	622,853
Total Capital Assets, <i>Being Depreciated</i>	2,160,990	-	-	-	2,160,990
Less Accumulated Depreciation					
Distribution Assets	(427,690)	(40,184)	-	-	(467,874)
Equipment and Vehicles	(246,314)	(14,180)	-	-	(260,494)
Total Accumulated Depreciation	(674,004)	(54,364)	-	-	(728,368)
Total Capital Assets, <i>Being Depreciated, Net</i>	1,486,986	(54,364)	-	-	1,432,622
Governmental Activities, Capital Assets, <i>Net</i>	\$ 1,486,986	\$ (54,364)	\$ -	\$ -	\$ 1,432,622

Depreciation expense for the governmental activities was charged to programs of the County as follows:

Governmental Activities

General Government	\$ 511,167
Public Safety	218,771
Public Works	249,375
Culture and Recreation	2,964
Human Services	11,415
	<u>\$ 993,692</u>

Depreciation expense for the business-type activities was charged to programs of the County as follows:

Business-Type Activities

Correctional Facility	\$ 14,180
Gardner Water & Sewer Improvement District	40,184
	<u>\$ 54,364</u>

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 4: Long-Term Debt

Governmental Activities

Following is a summary of long-term debt transactions of the governmental activities for the year ended December 31, 2021:

Governmental Activities	Balance 12/31/20	Additions	Payments	Balance 12/31/21	Due Within One Year
COP - Judicial Center	\$ 8,475,000	\$ -	\$ (235,000)	\$ 8,240,000	\$ 250,000
Premium on COPs	1,096,041	-	(103,203)	992,838	56,207
Sheriff's Office - Software	\$ 37,627	\$ -	\$ (37,627)	\$ -	\$ -
Equipment	109,130	-	(74,481)	34,649	34,649
CAT 140 Motor Grader	244,258	-	(87,133)	157,125	54,999
Compensated Absences	-	78,555	-	78,555	78,555
Total Governmental Activities	\$ 9,962,056	\$ 78,555	\$ (537,444)	\$ 9,503,167	\$ 474,410

Certificates of Participation

During 2019, the County issued Certificates of Participation (COPs) for a new Judicial Center, the Judicial Center Facilities Project. The COPs will end at one of three occurrences; the County does not appropriate enough money to make the annual payments, the lease is paid in full before the maturity of the lease, or all the lease payments are made as required. Upon making all lease payments as required the property will belong to the County.

The lease requires semi-annual interest payments due on June 1 and December 1 of each year beginning December 1, 2020. The interest on the lease is 4.0% annually. The bonds are callable in 2029.

At the 2018 election, County electors approved an increase in the County's sales tax rate by 1%, with such sales tax effective January 1, 2020, with a fractional sunset of such tax on December 31, 2039, to a permanent rate of 0.25%. The County is allowed to collect and spend or reserve all revenues received from the tax for the purpose of providing continued operations of such facilities.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 4: Long-Term Debt (Continued)

Certificates of Participation (Continued)

Principal and interest payments are as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 250,000	\$ 329,600	\$ 579,600
2023	265,000	319,600	584,600
2024	280,000	309,000	589,000
2025	300,000	297,000	597,000
2026	315,000	285,800	600,800
2027 - 2031	1,880,000	1,224,600	3,104,600
2032 - 2036	2,455,000	682,400	3,137,400
2037 - 2039	2,495,000	229,800	2,724,800
	<u>\$ 8,240,000</u>	<u>\$ 3,677,800</u>	<u>\$ 11,917,800</u>

Capital Leases

During 2017, the County entered into a lease-purchase agreement for specific software to be utilized by the sheriff's office. The terms of the lease required annual payments each June and carried interest at 3.954%. The lease was paid in full during 2021.

During 2019 the County entered into a lease purchase agreement for certain equipment. The agreement calls for five annual payments of \$41,167 which comprise of both principal and interest. Interest on the lease is at a rate of 6.45%. The first payment was made April 2019. The County has been prepaying its obligation on the lease. The principal and interest payments remaining on the lease are as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 34,649	\$ 2,494	\$ 37,143

During 2020, the County entered into a lease purchase agreement for a CAT 140 motor grader. The terms of the agreement call for monthly payments of \$5,076 for 60 months including interest at 3.65%. At the end of the lease the county has the option to purchase the motor grader for \$1. The county intends to exercise this option.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 4: Long-Term Debt (Continued)

Capital Leases (Continued)

The annual debt service for the capital leases is as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 54,999	\$ 5,912	\$ 60,911
2023	56,989	3,922	60,911
2024	<u>45,137</u>	<u>1,862</u>	<u>46,999</u>
	<u>\$ 157,125</u>	<u>\$ 11,696</u>	<u>\$ 168,821</u>

Note 5: Retirement Plans

Defined Contribution Plan

The County provides pension benefits for all full-time employees through an agent multi-employer public retirement system, the Colorado County Officials and Employees Retirement Association (CCOERA), a defined contribution plan.

In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Full-time employees are eligible to participate immediately upon hire. The County has established that employees contribute 4% and the County contributes a matching 4% of the employee's wages each bi-weekly pay period. The County's contributions for each employee (and interest allocated to the employee's account) are fully vested after five years of continuous plan participation. The participants in this plan are offered various investment options through the plan and are allowed to invest all monies in their account, at their own discretion, among the options.

County contributions for, and interest forfeited by, employees who leave employment before five years of participation are used to reduce the County's current contribution requirements.

The County's total payroll in 2021 was approximately \$5,644,600, of which qualifying compensation was \$4,443,372. Both the County and the covered employees made the required contributions, amounting to approximately \$177,762 from each the County and from employees. The County had forfeitures of \$8,429 that were used to pay part of their contributions. Plan provisions and contribution requirements are established and may be amended by the Board of County Commissioners. That report may be obtained by writing to Colorado Retirement Association, formerly CCOERA, 751 South Park Drive, Littleton, CO 80120 or by calling 1-800-352-0313.

Note 6: Colorado Contraband Forfeiture Act

The County has reviewed financial activities in the Sheriff's Department for compliance with the above referenced act. There were no sales of contraband during the year ended December 31, 2021.

Huerfano County, Colorado

Notes to the Financial Statements

December 31, 2021

Note 7: TABOR Amendment Reserve

In November 1992, Colorado voters amended Article X of the Colorado Constitution by adding section 20; commonly known as the Taxpayer's Bill of Rights (TABOR). TABOR contains revenue, spending, tax, and debt limitations that apply to the State of Colorado and local governments. TABOR requires, with certain exceptions, advance voter approval for any new tax, tax rate policy change directly causing a net tax revenue gain to any local government.

The initial base for local government spending and revenue limits is 1992 fiscal year spending. Future spending and revenue limits are determined based on the prior year's fiscal spending adjusted for inflation in the prior calendar year plus annual local growth. Fiscal year spending is generally defined as expenditures and reserve increases with certain exceptions. Revenue, if any, in excess of fiscal year spending limits must be refunded in the next fiscal year unless voters approve retention of such revenue.

Except for refinancing bonded debt at a lower interest rate or adding new employees to existing pension plans, TABOR requires advance voter approval for the creation of any multiple-fiscal year debt or other obligation unless adequate present cash reserves are pledged irrevocably and held for payments in all future fiscal years.

TABOR also required local governments to establish emergency reserves to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. These reserves are required to be 3% or more of fiscal year spending for fiscal years ending after December 31, 1995. Fiscal year spending excludes enterprise spending. The County has reserved a portion of the December 31, 2021 year-end balances in the General Fund for this purpose in the aggregate amount of \$300,000, which is the approximate required emergency reserve.

Note 8: Risk Management

Colorado Counties Casualty and Property Pool (CAPP)

The County is exposed to various risks of loss related to property and casualty losses. The County joined together with other counties in the State of Colorado to form the Colorado Counties Casualty and Property Pool (CAPP), a public entity risk pool currently operating as a common risk management and insurance program for member counties. The County pays an annual contribution to CAPP for its property and casualty insurance coverage. The inter-governmental agreement of formation of CAPP provides that the pool will be financially self-sustaining through member contributions and additional assessments, if necessary, and the Pool will purchase excess insurance through commercial companies for members' claims in excess of a specified self-insured retention that is determined each policy year. There have been no significant reductions in insurance coverage. Settled claims from these risks have not exceeded insurance coverage for the current year or the three prior years.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 8: Risk Management (Continued)

Colorado Workers' Compensation Pool (CWCP)

The County is exposed to various risks of loss related to injuries of employees while on the job. The County has joined together with other counties in the State of Colorado to form the Colorado Workers' Compensation Pool (CWCP), a public entity risk pool currently operating as a common risk management and insurance program for member counties. The County pays an annual contribution to CWCP for its workers' compensation insurance coverage. The intergovernmental agreement of formation of CWCP provides that the pool will be financially self-sustaining through member contributions and additional assessments, if necessary, and the Pool will purchase excess insurance through commercial companies for members' claims in excess of a specified self-insured retention that is determined each policy year. There have been no significant reductions in insurance coverage. Settled claims from these risks have not exceeded insurance coverage for the current year or the three prior years.

Note 9: Commitments and Contingencies

Grant Programs

The County participates in a number of federal and state grant programs. These programs are subject to program compliance audits by the grantors or their representatives. The number of expenditures, if any, which may be disallowed by the granting agencies cannot be determined at this time, although, the County expects any such amounts to be immaterial.

Litigation

The County is a party to various legal actions normally associated with governmental activities, the aggregate effect of which, in management's and legal counsel's opinion, would not be material to its financial statements.

Insurance Pools

The County is a member of the Colorado Counties Casualty and Property Pool (CAPP) and the Colorado Workers' Compensation Pool (CWCP). CAPP and CWCP have a legal obligation for claims against its members to the extent that funds are available in their annually established loss funds and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds are direct liabilities of the participating members. CAPP and CWCP have indicated that the amount of any excess losses would be billed to members in proportion to their contributions in the year such excess occurs. The ultimate liability to the County resulting from claims not covered by CAPP and CWCP is not presently determinable.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2021

Note 10: Restatement

The 2021 financial statements have been restated for the correction of several errors. Capital assets were restated to correct several errors related to the record of the capital asset cost basis and related depreciation. This restatement only affected the beginning net position of the governmental activities in the government-wide statements.

Additionally, the beginning fund balance of the Gardner Water and Sewer Improvement District and the Road and Bridge Fund were restated for a prior year error in the recording of various expenditures.

Required Supplementary Information

Huerfano County, Colorado
 Budgetary Comparison Schedule
 General Fund
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Taxes				
Property Tax	\$ 2,316,506	\$ 2,316,506	\$ 2,258,073	\$ (58,433)
Specific Ownership Tax	234,052	234,052	265,966	31,914
Sales and Other Tax	1,808,095	1,808,095	1,979,838	171,743
Licenses and Permits	166,220	166,220	218,303	52,083
Charges for Services	1,532,590	1,532,590	1,470,361	(62,229)
Intergovernmental	46,790	46,790	79,656	32,866
Grant Income	77,119	77,119	46,495	(30,624)
Investment Income	31,750	31,750	123,165	91,415
Miscellaneous	57,543	57,543	252,776	195,233
Total Revenues	<u>6,270,665</u>	<u>6,270,665</u>	<u>6,694,633</u>	<u>423,968</u>
Expenditures				
Current:				
General Government	2,690,777	2,690,777	2,694,103	(3,326)
Public Safety	2,593,901	2,593,901	2,694,284	(100,383)
Public Works	373,247	373,247	351,227	22,020
Health Services	155,607	155,607	196,427	(40,820)
Capital Outlay	10,000	10,000	36,016	(26,016)
Debt Service				
Principal	235,000	235,000	265,364	(30,364)
Interest and Fiscal Charges	339,000	339,000	339,000	-
Total Expenditures	<u>6,397,532</u>	<u>6,397,532</u>	<u>6,576,421</u>	<u>(178,889)</u>
Excess Revenues Over (Under) Expenditures	<u>(126,867)</u>	<u>(126,867)</u>	<u>118,212</u>	<u>245,079</u>
Other Financing Sources (Uses)				
Transfers In	<u>-</u>	<u>150,000</u>	<u>150,000</u>	<u>-</u>
Net Change in Fund Balance	<u>(126,867)</u>	<u>23,133</u>	<u>268,212</u>	<u>245,079</u>
Fund Balance, Beginning of Year	<u>2,277,546</u>	<u>2,277,546</u>	<u>2,277,546</u>	<u>-</u>
Fund Balance, End of Year	<u>\$ 2,150,679</u>	<u>\$ 2,300,679</u>	<u>\$ 2,545,758</u>	<u>\$ 245,079</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Road and Bridge Fund
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Taxes				
Property Tax	\$ 13,374	\$ 13,374	\$ 11,610	\$ (1,764)
Specific Ownership Tax	1,470	1,470	1,543	73
Sales and Other Tax	104	104	118	14
Licenses and Permits	30,950	30,950	30,651	(299)
Charges for Services	135,000	135,000	60,913	(74,087)
Intergovernmental	1,700,000	1,700,000	1,857,943	157,943
Grant Income	-	-	15,628	15,628
Investment Income	-	-	20,972	20,972
Miscellaneous	160,619	160,619	43,014	(117,605)
Total Revenues	2,041,517	2,041,517	2,042,392	875
Expenditures				
Current:				
Public Works	2,383,596	2,383,596	2,375,370	8,226
Total Expenditures	2,383,596	2,383,596	2,375,370	8,226
Excess Revenues Over (Under) Expenditures	(342,079)	(342,079)	(332,978)	9,101
Other Financing Sources (Uses)				
Transfers In	606,000	606,000	600,000	(6,000)
Net Change in Fund Balance	263,921	263,921	267,022	3,101
Fund Balance, Beginning of Year	284,048	284,048	284,048	-
Fund Balance, End of Year	\$ 547,969	\$ 547,969	\$ 551,070	\$ 3,101

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Department of Human Services Fund
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Taxes				
Property Tax	\$ 315,151	\$ 315,151	\$ -	\$ (315,151)
County Revenues/tax	37,000	37,000	-	(37,000)
Intergovernmental	1,945,888	1,945,888	2,291,273	345,385
Total Revenues	2,298,039	2,298,039	2,291,273	(6,766)
Expenditures				
Current:				
Health Services	2,374,907	2,374,907	2,234,854	140,053
Total Expenditures	2,374,907	2,374,907	2,234,854	140,053
Net Change in Fund Balance	(76,868)	(76,868)	56,419	133,287
Fund Balance, Beginning of Year	453,554	453,554	453,554	-
Fund Balance, End of Year	<u>\$ 376,686</u>	<u>\$ 376,686</u>	<u>\$ 509,973</u>	<u>\$ 133,287</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Special Projects/Capital Expenditure Fund
 For the Year Ended December 31, 2021

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Intergovernmental	\$ 1,753,102	\$ 247,162	\$ (1,505,940)
Investment Income	-	61,587	61,587
Other	-	114,234	114,234
Total Revenues	1,753,102	422,983	(1,330,119)
Expenditures			
Capital Outlay	2,276,562	993,078	1,283,484
Total Expenditures	2,276,562	993,078	1,283,484
Excess Revenues Over (Under) Expenditures	(523,460)	(570,095)	(46,635)
Other Financing Source (Uses)			
Transfers In	50,000	400,000	350,000
Net Change in Fund Balance	(473,460)	(170,095)	303,365
Fund Balance, Beginning of Year	27,595	1,850,244	1,822,649
Fund Balance, End of Year	<u>\$ (445,865)</u>	<u>\$ 1,680,149</u>	<u>\$ 2,126,014</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Emergency Services Fund
 For the Year Ended December 31, 2021

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes	\$	\$	\$
Sales and Other Tax	810,000	1,014,719	204,719
Charges for Services	-	24,043	24,043
Intergovernmental	-	5,000	5,000
Grant Income	37,259	22,081	(15,178)
Investment Income	-	42,616	42,616
Miscellaneous	-	4,012	4,012
	<u>847,259</u>	<u>1,112,471</u>	<u>265,212</u>
Expenditures			
Current:			
Public Safety	1,320,344	806,819	513,525
Capital Outlay	25,000	-	25,000
	<u>1,345,344</u>	<u>806,819</u>	<u>538,525</u>
Excess Revenues Over (Under) Expenditures	(498,085)	305,652	803,737
Other Financing Sources (Uses)			
Transfers Out	(550,000)	(550,000)	-
Net Change in Fund Balance	(1,048,085)	(244,348)	803,737
Fund Balance, Beginning of Year	27,595	1,077,366	1,049,771
Fund Balance, End of Year	<u>\$ (1,020,490)</u>	<u>\$ 833,018</u>	<u>\$ 1,853,508</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Disaster Recovery Fund
 For the Year Ended December 31, 2021

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Grant Income	\$ 300,000	\$ 815,437	\$ 515,437
Investment Income	-	23,752	23,752
Miscellaneous	-	501	501
Total Revenues	300,000	839,690	539,690
Expenditures			
Current:			
Public Safety	-	738,411	(738,411)
Total Expenditures	-	738,411	(738,411)
Other Financing Source (Uses)			
Transfers Out	(553,973)	-	553,973
Net Change in Fund Balance	(253,973)	101,279	355,252
Fund Balance, Beginning of Year	27,595	(150,070)	(177,665)
Fund Balance, End of Year	<u>\$ (226,378)</u>	<u>\$ (48,791)</u>	<u>\$ 177,587</u>

Huerfano County, Colorado
Notes to Required Supplementary Information
December 31, 2021

Note 1: Stewardship, Compliance, and Accountability

Budgets

Formal budgetary integration in all funds is employed as a management control device during the year. Budgets are adopted for all governmental fund types on a basis consistent with generally accepted accounting principles (GAAP) as applicable to governmental units. The County follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to October 15, the County Budget Officer submits to the Board of County Commissioners a proposed operating budget for the fiscal year commencing the following January 1. The budget is prepared by fund and department, and includes actual data from the prior year, current year and budget year estimated revenues and expenditures.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to December 16, the budget is legally enacted, and the required mill levy is adopted through the passage of a resolution. This resolution authorizes an appropriation at each fund level and lapses at year end. The fund then becomes the level of control upon which expenditures cannot legally exceed appropriations.
- All appropriations lapse at the end of the year.
- Budgeted amounts in this report are as originally adopted or as amended by the Board of Commissioners during the year through supplemental appropriation.

Supplementary Information

Huerfano County, Colorado
Combining Balance Sheet
Nonmajor Governmental Funds
December 31, 2021

	P.I.L.T.	Conservation Trust Fund	Waster Transfer Station	Retirement	Federal Forest Project	Lodging Tax & Tourism	Total Non-major Fund
Assets							
Cash and Investments	\$ 472,920	\$ 22,921	\$ 48,336	\$ 115,508	\$ 53,761	\$ 72,914	\$ 786,360
Taxes receivable	703,765	-	-	129,553	-	-	833,318
Total Assets	<u>\$ 1,176,685</u>	<u>\$ 22,921</u>	<u>\$ 48,336</u>	<u>\$ 245,061</u>	<u>\$ 53,761</u>	<u>\$ 72,914</u>	<u>\$ 1,619,678</u>
Liabilities							
Accounts Payable	27,000	-	1,145	(2,999)	-	2,168	27,314
Total Liabilities	<u>27,000</u>	<u>-</u>	<u>1,145</u>	<u>(2,999)</u>	<u>-</u>	<u>2,168</u>	<u>27,314</u>
Deferred Inflows of Resources							
Property Taxes	-	-	-	129,553	-	-	129,553
Fund Balance							
Restricted for Emergency	-	-	-	5,000	-	-	5,000
Committed	1,149,685	22,921	47,191	113,507	53,761	70,746	1,457,811
Total Fund Balance	<u>1,149,685</u>	<u>22,921</u>	<u>47,191</u>	<u>118,507</u>	<u>53,761</u>	<u>70,746</u>	<u>1,462,811</u>
Total Liabilities and Fund Balance	<u>\$ 1,176,685</u>	<u>\$ 22,921</u>	<u>\$ 48,336</u>	<u>\$ 245,061</u>	<u>\$ 53,761</u>	<u>\$ 72,914</u>	<u>\$ 1,619,678</u>

See Accompanying Independent Auditor's Report.

Huerfano County, Colorado
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended December 31, 2021

	P.I.L.T.	Conservation Trust Fund	Waste Transfer Station	Retirement	Federal Forest Project	Lodging Tax & Tourism	Total Non-major Fund
Revenues							
Taxes							
Property Tax	\$ -	\$ -	\$ -	\$ 118,429	\$ -	\$ -	\$ 118,429
Specific Ownership Tax	-	-	-	13,866	-	-	13,866
Sales and Other Tax	-	-	-	1,149	-	-	1,149
Licenses and Permits	-	-	-	-	-	88,740	88,740
Charges for Services	-	-	77,835	39,433	-	-	117,268
Intergovernmental	1,113,865	18,340	-	-	16,323	-	1,148,528
Grant Income	-	-	-	-	-	2,643	2,643
Investment Income	959	1,652	1,741	4,380	2,491	2,692	13,915
Miscellaneous	10,991	-	9,375	-	-	-	20,366
Total Revenues	1,125,815	19,992	88,951	177,257	18,814	94,075	1,524,904
Expenditures							
Current:							
General Government	126,597	-	8,342	172,920	-	51,859	359,718
Public Safety	-	-	-	-	7,020	-	7,020
Health Services	-	-	85,199	-	-	-	85,199
Culture and Recreation	44,500	11,676	-	-	-	-	56,176
Capital Outlay	162,570	-	-	-	-	-	162,570
Total Expenditures	333,667	11,676	93,541	172,920	7,020	51,859	670,683
Excess Revenues Over (Under) Expenditures	792,148	8,316	(4,590)	4,337	11,794	42,216	854,221
Other Financing Sources (Uses)							
Transfers Out	(600,000)	-	-	-	-	-	(600,000)
Net Change in Fund Balance	192,148	8,316	(4,590)	4,337	11,794	42,216	254,221
Fund Balance, Beginning of Year	957,537	14,605	51,781	114,170	41,967	28,530	1,208,590
Fund Balance, End of Year	\$ 1,149,685	\$ 22,921	\$ 47,191	\$ 118,507	\$ 53,761	\$ 70,746	\$ 1,462,811

See Accompanying Independent Auditor's Report.

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Correctional Facility Fund
 For the Year Ended December 31, 2021

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Investment Income	\$ -	\$ 10	\$ 10
Total Revenues	-	10	10
Expenditures			
Professional Fees	-	2	(2)
Depreciation	-	14,180	(14,180)
Total Expenditures	-	14,182	(14,182)
Net Change in Fund Balance	-	(14,172)	(14,172)
Fund Balance, Beginning of Year	38,759	38,759	-
Fund Balance, End of Year	\$ 38,759	\$ 24,587	\$ (14,172)

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Gardner Water and Sewer Improvement District
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Charges for Services	\$ 88,200	\$ 88,200	\$ 90,197	\$ 1,997
Operating Grants and Contributions	85,402	85,402	45,396	(40,006)
Miscellaneous	170	170	306	136
Total Revenue	<u>173,772</u>	<u>173,772</u>	<u>135,899</u>	<u>(37,873)</u>
Expenses				
Monitoring, Security Services and Wages	20,320	20,320	35,381	(15,061)
Contractual Services	88,402	88,402	4,768	83,634
Utilities	10,930	10,930	12,777	(1,847)
Repairs and Maintenance	10,000	10,000	3,507	6,493
Other Supplies and Expenses	6,760	6,760	960	5,800
Professional Fees	12,123	12,123	-	12,123
Miscellaneous Expenses	52,964	52,964	60,668	(7,704)
Capital Outlay	7,800	7,800	-	7,800
Depreciation	-	-	40,184	(40,184)
Total Expenses	<u>209,299</u>	<u>209,299</u>	<u>158,245</u>	<u>51,054</u>
Net Change in Fund Balance	(35,527)	(35,527)	(22,346)	13,181
Fund Balance, Beginning of Year	<u>1,448,889</u>	<u>1,448,889</u>	<u>1,448,889</u>	-
Fund Balance, End of Year	<u>\$ 1,413,362</u>	<u>\$ 1,413,362</u>	<u>\$ 1,426,543</u>	<u>\$ 13,181</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 P.I.L.T Fund
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Intergovernmental	\$ 1,088,973	\$ 1,088,973	\$ 1,113,865	\$ 24,892
Investment Income	-	-	959	959
Miscellaneous	-	-	10,991	10,991
Total Revenue	<u>1,088,973</u>	<u>1,088,973</u>	<u>1,125,815</u>	<u>36,842</u>
Expenses				
Current:				
General Government	284,359	284,359	126,597	157,762
Culture and Recreation	5,850	5,850	44,500	(38,650)
Capital Outlay	<u>250,000</u>	<u>250,000</u>	<u>162,570</u>	<u>87,430</u>
Total Expenses	<u>540,209</u>	<u>540,209</u>	<u>333,667</u>	<u>206,542</u>
Excess Revenues Over (Under) Expenditures	548,764	548,764	792,148	243,384
Other Financing Source (Uses)				
Transfers Out	<u>(600,000)</u>	<u>(600,000)</u>	<u>(600,000)</u>	<u>-</u>
Net Change in Fund Balance	(51,236)	(51,236)	192,148	243,384
Fund Balance, Beginning of Year	<u>957,537</u>	<u>957,537</u>	<u>957,537</u>	<u>-</u>
Fund Balance, End of Year	<u>\$ 906,301</u>	<u>\$ 906,301</u>	<u>\$ 1,149,685</u>	<u>\$ 243,384</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Conservation Trust Fund
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Intergovernmental	\$ 11,444	\$ 11,444	\$ 18,340	\$ 6,896
Investment Income	<u>32</u>	<u>32</u>	<u>1,652</u>	<u>1,620</u>
Total Revenue	<u>11,476</u>	<u>11,476</u>	<u>19,992</u>	<u>8,516</u>
Expenses				
Current:				
Culture and Recreation	<u>15,500</u>	<u>15,500</u>	<u>11,676</u>	<u>3,824</u>
Total Expenses	<u>15,500</u>	<u>15,500</u>	<u>11,676</u>	<u>3,824</u>
Net Change in Fund Balance	(4,024)	(4,024)	8,316	12,340
Fund Balance, Beginning of Year	<u>14,605</u>	<u>14,605</u>	<u>14,605</u>	<u>-</u>
Fund Balance, End of Year	<u>\$ 10,581</u>	<u>\$ 10,581</u>	<u>\$ 22,921</u>	<u>\$ 12,340</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Water Transfer Station
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Licenses and Permits	\$ 79,000	\$ 79,000	\$ 77,835	\$ (1,165)
Investment Income	-	-	1,741	1,741
Miscellaneous	5	5	9,375	9,370
Total Revenue	79,005	79,005	88,951	9,946
Expenses				
Current:				
General Government	11,155	11,155	8,342	(2,813)
Health Services	81,827	81,827	85,199	3,372
Total Expenses	92,982	92,982	93,541	559
Excess Revenues Over				
Net Change in Fund Balance	(13,977)	(13,977)	(4,590)	9,387
Fund Balance, Beginning of Year	51,781	51,781	51,781	-
Fund Balance, End of Year	\$ 37,804	\$ 37,804	\$ 47,191	\$ 9,387

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Retirement Fund
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Taxes				
Property Tax	\$ 113,794	\$ 113,794	\$ 118,429	\$ 4,635
Specific Ownership Tax	13,150	13,150	13,866	716
Sales and Other Tax	-	-	1,149	1,149
Charges for Services	-	-	39,433	39,433
Investment Income	-	-	4,380	4,380
Miscellaneous	250	250	-	(250)
Total Revenue	127,194	127,194	177,257	50,063
Expenses				
Current:				
General Government	150,481	150,481	172,920	(22,439)
Total Expenses	150,481	150,481	172,920	(22,439)
Net Change in Fund Balance	(23,287)	(23,287)	4,337	27,624
Fund Balance, Beginning of Year	114,170	114,170	114,170	-
Fund Balance, End of Year	<u>\$ 90,883</u>	<u>\$ 90,883</u>	<u>\$ 118,507</u>	<u>\$ 27,624</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Federal Forest Project Fund
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Intergovernmental	\$ 15,000	\$ 15,000	\$ 16,323	\$ 1,323
Investment Income	-	-	2,491	2,491
	<u>15,000</u>	<u>15,000</u>	<u>18,814</u>	<u>3,814</u>
Total Revenue				
	<u>15,000</u>	<u>15,000</u>	<u>18,814</u>	<u>3,814</u>
Expenses				
Current:				
Public Safety	39,331	39,331	7,020	32,311
	<u>39,331</u>	<u>39,331</u>	<u>7,020</u>	<u>32,311</u>
Total Expenses				
	<u>39,331</u>	<u>39,331</u>	<u>7,020</u>	<u>32,311</u>
Net Change in Fund Balance	(24,331)	(24,331)	11,794	36,125
Fund Balance, Beginning of Year	41,967	41,967	41,967	-
	<u>41,967</u>	<u>41,967</u>	<u>41,967</u>	<u>-</u>
Fund Balance, End of Year	\$ <u>17,636</u>	\$ <u>17,636</u>	\$ <u>53,761</u>	\$ <u>36,125</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Lodging Tax and Tourism Fund
 For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Lodging Tax	\$ 82,000	\$ 82,000	\$ 88,740	\$ 6,740
Grant Income	-	-	2,643	2,643
Investment Income	-	-	2,692	2,692
Total Revenue	82,000	82,000	94,075	12,075
Expenses				
Current:				
General Government	44,000	44,000	51,859	(7,859)
Total Expenses	44,000	44,000	51,859	(7,859)
Net Change in Fund Balance	38,000	38,000	42,216	4,216
Fund Balance, Beginning of Year	28,530	28,530	28,530	-
Fund Balance, End of Year	<u>\$ 66,530</u>	<u>\$ 66,530</u>	<u>\$ 70,746</u>	<u>\$ 4,216</u>

Compliance Section



**Independent Auditor's Report on Internal Control Over
Financial Reporting and On Compliance and Other Matters
Based on An Audit of Financial Statements Performed
In Accordance with *Government Auditing Standards***

Board of County Commissioners
Huerfano County, Colorado
Walsenburg, Colorado

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each discretely presented component unit, each major fund, and the aggregate remaining fund information of Huerfano County, Colorado (the County) as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the basic financial statements of the County, and have issued our report thereon dated September 30, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2021-001 to be material weaknesses.

Office Locations:

Colorado Springs, CO
Denver, CO
Tulsa, OK

Denver Office:

750 W. Hampden Avenue
Suite 400
Englewood,
Colorado 80110
TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hick & Company, PC

Englewood, Colorado
September 30, 2022





**Report on Compliance for Each Major Federal Program, Report on
Internal Control Over Compliance, in Accordance
with The *Uniform Guidance***

Independent Auditor's Report

Board of County Commissioners
Huerfano County, Colorado
Walsenburg, Colorado

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Huerfano County, Colorado (the County) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended December 31, 2021. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2021.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Office Locations:

Colorado Springs, CO
Denver, CO
Tulsa, OK

Denver Office:

750 W. Hampden Avenue
Suite 400
Englewood,
Colorado 80110
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FAX: 303.796.1001
www.HinkleCPAs.com

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the County's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.



Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2021-002. Our opinion on each major federal program is not modified with respect to these matters. *Government Auditing Standards* requires the auditor to perform limited procedures on Huerfano County's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. Huerfano County's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance, and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be a material weakness.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis.

A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2021-002, to be significant deficiencies.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.



Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Huerfano County as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise Huerfano County's basic financial statements. We issued our report thereon, dated September 30, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Government Auditing Standards requires the auditor to perform limited procedures on [Entity Name]'s response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. Huerfano County's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose

Hick & Company, PC

Englewood, Colorado
September 30, 2022, except for Note 5 in the Notes to SEFA,
as to which the date is May 5, 2023.



Huerfano County, Colorado

Schedule of Expenditures of Federal Awards

For the Year Ended December 31, 2021

Federal Grantor/ Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Provided to Subrecipients	Total Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE				
Passed Through Colorado Department of Human Services:				
State Administrative Matching Grant for the Supplemental Nutrition Assistance Program	10.561	NA	NA	\$ 123,037
Total U.S. Department of Agriculture				<u>123,037</u>
U.S. DEPARTMENT OF TREASURY				
American Rescue Plan Act - State-Local Fiscal Recovery Funds	21.019	NA	NA	97
Total U.S. Department of Treasury				<u>97</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Passed Through Colorado Department of Human Services:				
IV-E Guard As PTE CDHS	93.090	NA	NA	1,287
PREP	93.092	NA	NA	138,990
Promoting Safe and Stable Families (PSSF)	93.556	NA	NA	29,621
Temporary Assistance for Needy Families-TANF	93.558	NA	NA	456,712
Child Support Enforcement IV-D	93.563	NA	NA	116,206
LEAP-Low Income Home Energy Assistance Program	93.568	NA	NA	17,843
Child Care and Development Block Grant	93.575	NA	NA	23,451
Child Care Mandatory and Matching funds of the Child Care and Development Fund	93.596	NA	NA	30,538
Medicaid PTE HCPF	93.778	NA	NA	167,010
Stephanie Tubbs Jones Child Welfare Services Program- IV-B	93.645	NA	NA	4,245
Foster Care IV-E	93.658	NA	NA	324,384
Adoption Assistance IV-E	93.659	NA	NA	50,275
Social Services Block Grant -Title XX	93.667	NA	NA	19,786
CRF PTE CDHS	93.747	NA	NA	2,683
Total U.S. Department of Health and Human Services				<u>1,383,031</u>
U.S. DEPARTMENT OF TRANSPORTATION				
Direct Programs - Federal Aviation Administration:				
Airport Rescue Grant	20.106	NA	NA	-
Subt: Total U.S. Department of Transportation				<u>-</u>
Total Expenditures of Federal Awards				<u>\$ 1,506,165</u>

Huerfano County, Colorado
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2021

Note 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, using the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in the financial statements.

Note 2: Summary of Significant Accounting Policies

Expenditures reported on the Schedule are generally reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the Cost Principles in Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments or the cost principles contained in the Uniform Guidance. As such, certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3: Subrecipients

The County did not pass through any federal funds to sub-recipients during the year ended December 31, 2021.

Note 4: De minimis Cost Rate

The County has elected to not use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Note 5: Reissuing of the Single Audit Report

In preparation of the Schedule of Expenditures of Federal Awards, the County mis-reported certain federal expenditures or Federal Assistance Listing Numbers in its Single Audit Report dated September 30, 2022. It was also determined, a State SNAP program was mistakenly included in their original SEFA. Because of these changes, a revised Schedule of Expenditures of Federal Awards is presented, and additional compliance work has been performed which resulted in dual-dating of the Single Audit report.

Huerfano County, Colorado
 Schedule of Findings and Questioned Costs
 For the Year Ended December 31, 2021

Section I: Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with accounting principles generally accepted in the United States of America (GAAP):

☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimed

The independent auditor's report on internal control over financial reporting described:

- Material weaknesses identified? ☒ Yes ☐ No
- Significant deficiencies? ☐ Yes ☒ None reported
- Noncompliance considered material to the financial statements noted? ☐ Yes ☒ No

Federal Awards

The independent auditor's report on internal control over compliance for major federal awards programs disclosed:

- Material weaknesses? ☐ Yes ☐ No
- Significant deficiencies? ☒ Yes ☐ None reported

Type of auditor's report issued on compliance for major federal programs:

☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimed

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

☐ Yes ☒ No

Identification of major federal program:

<u>Cluster/Program</u>	<u>CFDA Number</u>
Temporary Assistance to Needy Families	93.558
Foster Care IV-E	93.658

Dollar threshold used to distinguish
 Between Type A and Type B programs: \$750,000.

Auditee qualified as low-risk auditee?

☐ Yes ☒ No

Huerfano County, Colorado
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section II: Financial Statement Findings

Finding 2021-001:

The County does not have the internal accounting controls to timely and accurately produce annual financial reporting.

Criteria: Current accounting standards require an organization to have the policies and procedures in place to be able to generate timely and accurate financial statements.

Condition: The County was not able to generate the underlying financial information necessary to produce accurate financial reporting on a timely basis. The County needed substantial assistance and direction throughout the financial reporting process.

Cause: The County does not have sufficient financial reporting policies and procedures in place to prepare financial statements in a timely manner.

Effect: The County does not have the ability to produce timely and accurate financial statements.

Questioned Costs: None reported.

Repeat Finding: No

Recommendation: We recommend the County establish financial reporting policies and procedures and take appropriate measures to ensure timely submission of the reporting package and data collection form within the required deadlines.

Views of Responsible Officials and Planned Corrective Actions: The County agrees and is making the necessary changes to their financial reporting process necessary to be able to produce timely and accurate financial reporting.

Huerfano County, Colorado
 Schedule of Findings and Questioned Costs
 For the Year Ended December 31, 2021

Section III: Federal Award Findings and Questioned Costs

Finding 2021-002:

Inaccurate reporting of federal expenditures listed in SEFA.

Criteria: According to 2 CFR 200.303 requires non-Federal entities receiving Federal awards to establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations, and program compliance requirements. Effective internal controls should include procedures to ensure federal expenditures are accurately reported on the SEFA.

Condition: The County was not able to generate the complete SEFA report information necessary to produce accurate SEFA reporting on a timely basis.

Context: According to 2 CFR 200.510(b), a recipient of federal awards is required to prepare a schedule of expenditures of Federal awards (SEFA) for the period covered by the entity's financial statements and to provide total Federal awards expended for each individual Federal program and the Assistance Listings Number or other identifying number when the Assistance Listings information is not available. For a cluster of programs also provide the total for the cluster.

Questioned Costs: None.

Effect or Potential Effect: Failure to accurately report federal expenditures prohibits the accurate and timely completion of an audit in accordance with the Uniform Guidance which may result in the suspension or delay of federal funding.

Cause: In discussing these conditions with Management, they stated the unreported expenditures for the SEFA were due to not reconciling the SEFA report to the state funding agency reports.

Recommendation: We recommend the County establish SEFA reconciliation policies and procedures and take appropriate measures to ensure timely and accurate SEFA reports.

Views of Responsible Officials and Planned Corrective Actions: The County agrees and is making the necessary changes to their SEFA reconciliation process necessary to be able to produce timely and accurate SEFA reporting.

Huerfano County, Colorado
Schedule of Prior Year Findings
For the Year Ended December 31, 2021

Findings Required to be Reported by the Uniform Guidance

No items requiring follow up.

State Compliance

LOCAL HIGHWAY FINANCE REPORT		City or County: Huerfano	
		YEAR ENDING : December 2021	
This Information From The Records Of Huerfano County:		Prepared By: John Galusha	Phone: 719 738-3000, ext. 110

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE				
ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES		III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES	
ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway disbursements:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	0
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	2,389,330
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	
2. General fund appropriations		b. Snow and ice removal	
3. Other local imposts (from page 2)	14,846	c. Other	0
4. Miscellaneous local receipts (from page 2)	807,301	d. Total (a. through c.)	0
5. Transfers from toll facilities		4. General administration & miscellaneous	0
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	
a. Bonds - Original Issues		6. Total (1 through 5)	2,389,330
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	0	a. Interest	
7. Total (1 through 6)	822,147	b. Redemption	
B. Private Contributions		c. Total (a. + b.)	0
C. Receipts from State government (from page 2)	1,902,970	2. Notes:	
D. Receipts from Federal Government (from page 2)	1,630	a. Interest	14,945
E. Total receipts (A.7 + B + C + D)	2,726,747	b. Redemption	87,133
		c. Total (a. + b.)	
		3. Total (1.c + 2.c)	102,078
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total disbursements (A.6 + B.3 + C + D)	2,491,408

IV. LOCAL HIGHWAY DEBT STATUS (Show all entries at par)				
	Opening Debt	Amount Issued	Redemptions	Ending Debt
A. Bonds (Total)				
1. Bonds (Refunding Portion)				#VALUE!
B. Notes (Total)	381,434	0	87,133	294,301
				0

V. LOCAL ROAD AND STREET FUND BALANCE				
	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance
	253,440	2,726,747	2,491,408	488,779
				0

Notes and Comments:

**HUERFANO COUNTY
DEPARTMENT OF HUMAN SERVICES
SHEILA HUDSON-MACCHIETTO
DIRECTOR**



Huerfano County, Colorado

**Single Audit Corrective Action Plan
For the Fiscal Year Ended December 31, 2021**

Single Audit Finding

Finding Reference Number: 2021-002

Description of Finding:

Inaccurate SEFA reporting of federal expenditures

Statement of Concurrence:

Huerfano County DHS agrees with the audit finding.

Corrective Action:

Huerfano County's DHS management has established reconciliation policies and procedures to ensure timely and accurate SEFA reports are created by the County and that their report agrees to the State oversight agency who provides their federal expenditure annual reports.

Name of Contact Person:

Sheila Hudson-Macchietto, Director – Huerfano County DHS: sheila.hudson@state.co.us

Projected Completion Date:

Effective immediately.

Sincerely yours,

A handwritten signature in cursive script that reads "Sheila Hudson-Macchietto".
Director – Huerfano County DHS

**121 West 6th Street, Walsenburg, Colorado 81089
Phone: 719-738-2810
Fax: 719-738-2549**

PURCHASE ORDER
Huerfano County

Item 7i.

Purchase Order#: 103

Purchase OrderDate: 5/15/2023

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

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

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
PARTS FOR LOADER	1	\$2,172.82	\$2,172.82	002-43040-51506
TOTAL:			\$2,172.82	

NOTES:

AIR COMPRESSOR FOR CAT 936 LOADER

APPROVALS:

Approving Authority:

Budget Officer:

Item 7i.



PACKING SLIP



Aurora, CO. 18000 Smith Rd., 80011
303-739-3000 * 877-654-1237

Albuquerque, NM. 700 Wagner Co.
87105 * 505-345-8411 * 800-432-6612

www.wagnerequipment.com

Bloomfield, NM 505-634-4500 Burlington, CO 719-346-7880 Colo. Spgs., CO 719-635-1669 Durango, CO 970-259-2001 El Paso, TX 915-821-7651 Grand Jct., CO 970-242-2834 Hayden, CO 970-276-3761 Hobbs, NM 575-393-2148 Pueblo, CO 719-544-4433 Windsor, CO 970-278-1750 Yuma, CO 970-848-2911
800-466-5081 877-742-1332 877-654-1237 877-654-1237 800-345-7878 877-654-1237 877-654-1237 800-821-6082 877-654-1237 877-654-1237 877-654-1237 877-654-1237

FOR INQUIRIES PLEASE
REFERENCE THIS NUMBER

CUSTOMER QUOTE * EXPIRES 06/12/23

* CHARGE *

DOCUMENT 030039042

SOLD HUERFANO COUNTY

CUSTOMER NO.

SHIP

03WILLCALL

03WILLCALL

401 MAIN ST STE 306
TO WALSHEBURG CO 81089

44650

TO

WILLCALL

PUEBLO, CO 81008

STORE
03

FILED BY	ACKNOWLEDGEMENT
W/C LOCATION	W/C PIECES
BILL OF LADING	

ORDERED BY TELEPHONE

CUST. ORDER NO.

INSTRUCTIONS

DELIVERY LOCATION

SHIP VIA

SCOTT 719 738 2420

WILLCALL

WILLCALL

MAKE/P/C MODEL SERIAL NO. EQUIP NO. ARRANGEMENT NO. DATE TIME ENT BY REFERENCE NO. PAGE

5/12/23 10:12:04

1

ITEM ---QUANTITY---

PART NUMBER/

R

DESCRIPTION TR SOS

GROSS

UNIT PRICE

EXTD PRICE

NO. ORDER SHIP B/O DESCRIPTION

PARTS SALES PERSON: GABE RODRIGUEZ

1 1 1 OR-8256

COMPRESSOR GP

000

41.5

1347.18

1347.18

1-CD 1 1 CORE DEPOSIT

QC

825.64

825.64

TOTAL GROSS WEIGHT OF SHIPPED ITEMS 41.5

USD SELL TOTAL

2172.82

If you're not completely satisfied please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

OPEN ACCOUNT TERMS:

CASH CUSTOMER - PAYMENT DUE ON DATE OF INVOICE TOTAL AMOUNT DUE 10TH OF MONTH
FOLLOWING INVOICE DATE FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS AN ANNUAL
PERCENTAGE RATE OF 18% WILL BE CHARGED ON PAST DUE INVOICES FREIGHT TERMS: ALL PARTS
PURCHASED ARE F.O.B. SOURCE AND INCOMING FREIGHT WILL BE CHARGED FROM SOURCE

RECEIVED BY:	
DATE:	

PRINTED NAME

SEE DELETED LINE FOR WAGNER'S DATED DETAIL IN IV

Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabled Veterans

EZSHIP.5T 4/22/20



April 30, 2023

Huerfano County, CO**Q00009673**

Budgetary Quote

Prepared by:
Steven Bennett
steven.bennett@dominionvoting.com

Product/Service	Description	Qty	Unit Price	Extension
Central Scanning: Absentee / Vote By Mail Hardware				
Workstation - Precision 3460 XE (8GB) (ICC) - No O/S		1	\$800.00	\$800.00
ImageCast Central Scanner - DR-G2140		1	\$9,000.00	\$9,000.00
			Sub-Total	\$9,800.00
In-Person Voting: Polling Location Hardware				
Ballot Marking Device Printer M404dn + Extender Tray Kit		2	\$575.00	\$1,150.00
ImageCast X Classic Tablet (Avalue - 21") with graceful shutdown battery		2	\$2,395.00	\$4,790.00
			Sub-Total	\$5,940.00
Accessories				
ImageCast X Classic (Avalue 15"/21")		2	\$99.00	\$198.00
Transport Bag - Single				
			Sub-Total	\$198.00
Consumables/Parts				
Ink Cartridge - ICC Black Imprinter		1	\$42.90	\$42.90
Imprinter Mechanism - DR-G2140		1	\$616.00	\$616.00
			Sub-Total	\$658.90
Election Management Hardware				
EMS Express Server Kit (3460 XE/CBS350/P2422H)		1	\$3,289.00	\$3,289.00
EMS Adjudication Workstation Kit (3460 XE/SS2019/P2422H)		1	\$1,333.00	\$1,333.00
Monitor - 24" - LED HD - P2422H		1	\$0.00	\$0.00
			Sub-Total	\$4,622.00
Support Services				
On-Site Services - Non-Election Day (/day)		1.0	\$2,000.00	\$2,000.00
			Sub-Total	\$2,000.00
Training				
Training (/day)		1.0	\$2,000.00	\$2,000.00
			Sub-Total	\$2,000.00
Estimated Shipping				
Shipping (estimated)		1	\$850.00	\$850.00
			Sub-Total	\$850.00
Total Purchase Sub-Total				\$26,068.90
Year 1 Purchase Total				\$26,068.90
Annual Licenses				
ImageCast X Annual Firmware License - Classic BMD 21"		2	\$125.00	\$250.00
ImageCast Central Annual Firmware License - G2140		1	\$2,575.00	\$2,575.00
			Sub-Total	\$2,825.00
Annual Warranties				



April 30, 2023

Huerfano County, CO

Q00009673

Prepared by:

Steven Bennett

steven.bennett@dominionvoting.com

Budgetary Quote

ImageCast X Annual Hardware Warranty - Classic BMD 21"	2	\$140.00	\$280.00
ImageCast Central Annual Hardware Warranty - G2140	1	\$1,500.00	\$1,500.00
Sub-Total			\$1,780.00

Annual Fees \$4,605.00

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.

All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.

Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

Annual warranties are optional.

Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)

Provider ID _____ /Contract ID _____

**PURCHASE OF SERVICE CONTRACT AMENDMENT
CORE SERVICES PROGRAM**

1. THIS CONTRACT, made this this 11th day of May 2023 by and between the Huerfano County Department of Human Services at 121 West 6th Street, Walsenburg, Colorado, hereinafter called "County" and Rocky Mountain Psychology (Address) hereinafter called "Contractor".

81-2566405
TAX ID OR SOCIAL SECURITY NUMBER

2. This Contract will be effective from May 11, 2023 until May 31, 2023.
3. County agrees to purchase and Contractor agrees to provide:
Mental Health Services/Psychological Evaluations, etc.
(Core Services)
to Huerfano County DHS Clients at location arranged by Huerfano DHS and Contractor or at other such location as appropriate to protect client confidentiality.
This service is described in Rule Manual Volume 7, Section 7.303.1 and, if appropriate, the State approved County Core Service Plan.
4. County agrees to purchase and contractor agrees to furnish service at the cost of \$150 per unit of service for a maximum amount of this contract \$ 20,000.
5. The parties agree that the Contractor's relationship to the County is that of an Independent Contractor.
6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof.
7. County agrees:

To determine child eligibility and as appropriate, to provide information regarding rights to fair hearings.
To provide Contractor with written prior authorization on a child or family basis for services to be purchased.
To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
To monitor the provision of contracted service.
To pay contractor after receive of billing statements for services rendered satisfactorily and in accordance with this Contract.
8. Contractor agrees:

Not to assign any provision of this Contract to a subcontractor.
Not to charge clients any fees related to services provided under this Contract.

To hold the necessary license(s) which permits the performance of the service purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.

To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.

To provide the service described herein at cost not greater than that charged to other persons in the same community.

To submit a billing statement in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in nonpayment.

To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services and the County Department of Human/Social Services.

To provide county with reports on the provision of services as follows:

Within 3 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County approval.

At intervals of n/a months, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.

To provide access for any duly authorized representative of the County or the Colorado Department of Human services until the expiration of five (5) year after the final payment under this Contract, involving transactions related to this Contract.

Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.

9. In addition to the foregoing, the County and Contractor also agree:
10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
11. All payments will be paid through the State's approved automated system, as appropriate.

Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at .414.B (12 CCR 2509-5).

ADDITIONAL PROVISIONS:

DEPARTMENT

Sheila Hudson-Macchietto, Director
Huerfano County Department of Human Services
121 W 6th Street
Walsenburg, CO 81089
719-738-2810

Sheila Hudson-Macchietto

Sheila Hudson-Macchietto, Director

5/16/2023

Date

CONTRACTOR

Rocky Mountain Psychology

Jordan Wolfsohn

NAME

5/16/2023

Date

HUERFANO BOARD OF COUNTY COMMISSIONERS

John Galusha

Board Chair

Huerfano Board of County Commissioners

401 Main Street

Walsenburg, CO 81089

John Galusha, Board Chair

Date

Original to Contractor
Copy to the Case File
Copy to County Bookkeeping

HUERFANO COUNTY

CREDIT CARD POLICY

SECTION 1: PURPOSE AND INTENT

The purpose of this policy is to standardize the issuance, accounting, monitoring, use, and retrieval of credit cards for Huerfano County. It is the further intent of this policy to establish and carry out the direction of the Board of County Commissioners.

SECTION 2: AUTHORIZED COUNTY CREDIT CARDS

The County Commissioners have authorized the issuance of credit cards to the following officials with the corresponding limits.

County Commissioners	\$4,000	IT/GIS Director	\$10,000
County Treasurer	\$4,000	Social Service Director	\$4,000
Sheriff	\$5,000	Emergency Manager	\$4,000
County Clerk & Recorder	\$4,000	Public Works Director	\$4,000
County Assessor	\$4,000	Finance Director	\$30,000
County Attorney	\$4,000	Noxious Weed Manager	\$500
County Coroner	\$4,000	Road and Bridge	\$10,000
BOCC Admin./Clerk	\$4,000	Parks & Rec Director	\$4,000
Compliance Officer	\$4,000	Land Use and Building Director	\$4,000

SECTION 3: USE OF COUNTY CREDIT CARDS

County credit cards may only be used for the purchase of goods and services necessary to carry out official business of Huerfano County.

SECTION 4: TYPE OF USE

County credit cards may be used for authorized travel expenses or purchases where it can be substantiated that use of a credit card was in the best interest of Huerfano County. All Department Heads and Directors must get prior approval from the Huerfano County Administrator for any purchase over Five Hundred Dollars and up to Two Thousand Dollars. Purchases over Two Thousand Dollars requires Board of County Commissioners' approval.

SECTION 5: REQUIRED DOCUMENTATION

For all credit card transactions the employee or official using a county credit card will submit to the Finance Department documentation sufficient to satisfy Internal Revenue Service requirements for employee business expenses. This documentation will include the credit card slip (customer copy) along with a receipt or invoice from the vendor that

documents the goods or services purchased, the cost of the goods or services and the date of the purchase. Each receipt will also indicate the official county business which the expense was incurred.

SECTION 6: INTERNAL CONTROL

Credit card statements or invoices will be subject to existing internal accounting controls related to purchasing and disbursement of county funds.

SECTION 7: TIMELY PAYMENT

Credit card invoices will be processed for payment by Finance upon receipt of proper documentation referenced in Section 5. Credit card balances, including interest due on an extension of credit, shall be paid when due as indicated per the statement.

SECTION 8: LOST OR STOLEN CARDS

The employee or official issued a county credit card is responsible for its protection and custody, and shall immediately notify the Finance Director if a county credit card is lost or stolen.

SECTION 9: TERMINATION OF EMPLOYMENT

Any county credit card shall be promptly returned to the Finance Director upon termination of an employee or official with the County.

SECTION 10: UNAUTHORIZED USE OR FAILURE TO COMPLY WITH POLICY

Unauthorized use of a county credit card will subject the employee or official to disciplinary measures including termination consistent with county policy and applicable statutes. Failure to comply with the credit card policy will result in the immediate suspension of credit card privileges.

SECTION 11: OTHER PROCEDURES

Other procedures deemed necessary by the Board of County Commissioners or Finance Director may be implemented.

SECTION 12: AMENDMENTS

This policy can be amended upon the recommendation of the Finance Director with approval of the Board of County Commissioners

STATEMENT OF SERVICE AGREEMENT

Revised February 2023

This STATEMENT OF SERVICE AGREEMENT ("SOS") is entered into by, Huerfano County hereinafter referred to as AGENCY, and PISCES International, a Washington Nonprofit Corporation, hereinafter referred to as PISCES-INTL, for the purpose outlined below (hereinafter, the "Project").

I. PURPOSE

PISCES-INTL has developed a system for gathering network metadata relating to cyber-attacks that impact the sustainability and resilience of critical infrastructure. This system collects metadata from public sector organizations and applies detection analytics to identify events and trends of interest, alerting participants and other stakeholders depending on severity and taxonomy of the findings.

The objective of the metadata collection and analysis is to supply situational awareness of the region's current threat taxonomy, to identify and initiate response to true incidents, and to differentiate between coordinated, targeted attacks and "background noise". A secondary objective is to assist regional organizations in meeting compliance requirements for cybersecurity monitoring, to facilitate research in cyber security, and to act as the situational awareness tool of record in the event of a regional infrastructure disruption through cyber means.

To this end, AGENCY agrees to share metadata (as defined below) with PISCES-INTL to help achieve the goals of information sharing, public-private partnerships, and protection of regional critical infrastructure. PISCES-INTL will perform monitoring and analysis services such as identifying events and trends of interest and alerting participants and other stakeholders as described in more detail below (the "Services"). AGENCY agrees that PISCES-INTL will work with analysts such as college-level students ("Analysts") to assist in the performance of the Services.

II. DEFINITION OF METADATA

For purposes of this SOS, "metadata" means metadata extracted from AGENCY network traffic by PISCES' s technology at the point of Internet egress. Examples of metadata include: source and destination IP addresses; source and destination ports; protocol used; flags and sequence numbers; time stamps; and size. For the avoidance of doubt, metadata does not include the contents of messages on AGENCY' s network, nor any other information contained in the content layer of network packets.

III. TERMS OF USE

1. By using the AGENCY's metadata participation in the Project, PISCES-INTL agrees to be bound by the provisions of this SOS.
2. The metadata has been provided for the Project's use only. PISCES-INTL is granted a limited, non-exclusive, non-transferable right to use the metadata solely for the purposes identified in this SOS.

3. All other uses, including but not limited to the transfer of any portion of the metadata to another party or agency, must be authorized by AGENCY in advance of such use and in writing, unless disclosure is required by law. AGENCY acknowledges that the Project includes data from public agencies that may be subject to the requirements of public records laws. If PISCES-INTL receives a public records request that includes the metadata, PISCES-INTL will not disclose the metadata and will refer the requestor to AGENCY.
4. Reproduction and/or disclosure of metadata compilations for commercial purposes is prohibited, unless expressly authorized through a separate licensing agreement with AGENCY. Unless PISCES-INTL chooses to use metadata for research purposes related to the Project, PISCES-INTL will use reasonable efforts to delete metadata within 90 days of receipt. Metadata to be used for research purposes may be retained for a longer period subject to AGENCY's advance approval in writing.
5. Errors may exist in the metadata provided. PISCES-INTL accepts metadata "as is", with all faults, and assumes all responsibility for use thereof.
6. THE AGENCY DISCLAIMS ANY WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO ANY METADATA.
7. THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF INFORMATION IN THE METADATA. PISCES-INTL ASSUMES ALL RISKS ARISING FROM THE USE OF ANY METADATA.
8. AGENCY REPRESENTS THAT IT HAS FEWER THAN 150 full time users on its network. It is a precondition of participation in the Project that the AGENCY have fewer than 150 full time users on its network. Exceptions can be made on a limited term basis for communities with more than 150 full time users who are interested in pursuing commercial services.
9. Errors may exist in the Services, including in any events and trends of interest identified by PISCES-INTL, Analysts or others who assist in the performance of the Services. AGENCY accepts the Services "as is", with all faults, and assumes all responsibility for its use of the Services. PISCES-INTL does not represent that the Services will be uninterrupted or error-free.
10. PISCES-INTL DISCLAIMS ANY WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES.
11. PISCES MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE SERVICES. AGENCY ASSUMES ALL RISKS ARISING FROM THE USE OF THE

SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PISCES-INTL, ITS AFFILIATES, OR THE ANALYSTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE USE OF THE SERVICES, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE MAXIMUM POTENTIAL LIABILITY OF PISCES-INTL UNDER THIS SOS SHALL NOT EXCEED \$100. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS DAMAGE.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. In exchange for, and in consideration of, monitoring and analysis services provided by PISCES- INTL, AGENCY will share the metadata with PISCES-INTL.
2. PISCES-INTL will provide a data collector and tap technology to be installed by the AGENCY per instruction by PISCES-INTL. AGENCY acknowledges and agrees that this technology will transmit metadata and related intrusion detection alerts to PISCES-INTL in connection with the Project.
3. Except as otherwise provided in this SOS, PISCES-INTL has the right to use threat analysis information generated in connection with the Project for its own purposes. Without limiting the foregoing, PISCES-INTL may share intrusion detection alert information and metadata with a federally designated Fusion Center and/or Information Sharing Analysis Center of the State in which the AGENCY is located.
4. PISCES-INTL has the right to utilize Analysts to review, maintain, and analyze metadata provided by the AGENCY.
5. AGENCY agrees to provide metadata on a real-time or near real-time basis until the termination of this SOS, as provided in paragraph IV.9, below. PISCES-INTL will use reasonable efforts to review the metadata on a regular basis, but AGENCY acknowledges and agrees that the metadata will not be reviewed on a 24/7 basis.
6. PISCES-INTL will communicate significant Project changes to AGENCY staff when they occur, including between planned quarterly updates. Examples of significant Project changes could be the addition of technology to identify previously unknown threats, new analysis products, or changes to the user interface.
7. AGENCY agrees to allow PISCES-INTL to aggregate data for the Project using the collector and tap technology provided by PISCES-INTL, and/or to provide logs, alerts, traps, netflow, or other event data via the syslog protocol over a secure network

8. AGENCY and PISCES-INTL agree that metadata that includes identifying fields such as usernames, IP addresses or hostnames, if transmitted, will not be used in any analysis or intentionally disclosed by PISCES-INTL.
9. This SOS may only be amended or supplemented to provide for additional opportunities to share data; otherwise, it shall remain in effect until terminated either by mutual consent of the parties or by cancellation by thirty (30) days written notice from one party to the other party.
10. Equipment return: In the event of election to terminate this SOS, AGENCY agrees that it will disconnect and return the data collector and tap technology to PISCES-INTL at their expense within 90 days of termination.
11. Nothing herein shall be construed as obligating AGENCY or PISCES-INTL to expend funds or involve either party in any contract or other obligation for future payment of money, in excess of appropriations authorized by law and administratively available for this work.
12. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
13. Venue. The parties agree that the venue of any action or suit concerning this Agreement shall be in King County Superior Court and all actions or suits thereon shall be brought therein.

This AGREEMENT becomes effective on the date of the last signature.

AGENCY

PISCES-INTL

Signature_____

Signature

Title Chairman, Board of County Commissioners

Title Executive Director, PISCES-INTL

Date May 23, 2023

Date:

Las Animas-Huerfano County District Health Department Huerfano County Opioid Settlement Project Narrative

STATEMENT OF NEED

Las Animas and Huerfano Counties District Health Department (LAHCDHD) coordinates and provides services in Huerfano County, which is experiencing a rapid rise in Substance Use Disorder (SUD) and Opioid Use Disorder (OUD).

- ❖ **Overdose deaths disproportionately impact communities** already experiencing higher rates of discrimination and criminalization based on such factors as race, gender and socioeconomic status.
- ❖ Huerfano County is a **medically underserved community** and experiences many inequities, such as intergenerational poverty, adverse childhood experiences, food insecurity, trauma, homelessness and lack of resources for prevention, treatment and recovery.
- ❖ **Stigmatized mental health and self-treatment with SUD's/OUD's**, marijuana and/or alcohol is an entrenched culture. Such stigmatization leads to social exclusion, adverse physical and mental health outcomes and is associated with SUD.
- ❖ Per the Robert Wood Johnson Foundation, Huerfano is ranked **55 out of 64 Colorado counties** in health outcomes.
- ❖ It is among a small sub-set that **lead Colorado in opioid addiction and related death.**

PROJECT DESCRIPTION

LAHCDHD's goal is to significantly reduce adverse health effects associated with opioids by addressing community needs through collaboration and prevention. We implement efforts in Huerfano County to prevent overdose, reduce harms associated with drug use and address substance use as a public health issue rather than a criminal legal system issue. We seek to reduce the morbidity and mortality associated with substance use disorders (SUDs) and opioid use disorders (OUDs) in Huerfano County through a combination of prevention, treatment, and recovery strategies.

To decrease stigma, LAHCDHD takes a tiered approach that requires unbiased relationships, continuing education, prevention, treatment and recovery of SUD/OUD. Through a strong regional collaboration, we address the growing problem that SUDs and OUDs present within our communities. We partnered with the CU College of Nursing, which has led a strong community partnership including government, law enforcement, medical, mental health, businesses, community leaders and citizens to form a coalition to work together around SUD/ OUD-identified needs. Growing from a grassroots effort, this coalition has defined a strategic plan to address prevention, treatment and recovery of substance and opioid abuse.

Prevention & Education

Working in coalition, LAHCDHD created and distributes messages to raise awareness and reduce stigma across the community. Marketing materials aimed at educating the public highlight recovery and help individuals who are struggling with SUD find current resources and

services in the region, using academic partners' experience in delivering tailored programs in community settings. Message content and campaign acceptability, feasibility, and preliminary efficacy was preliminary tested in a small group of stakeholders.

Prevention educational materials for the general public include:

- materials on Naloxone
- the stigma associated with SUD/ODU
- materials that cover the safe use, storage and disposal of prescription drugs

We have been successful with presentations and trainings related to Naloxone, SUD, mental health first aid and more. Past attendees include medical, mental health, law enforcement, judicial, agencies/businesses, community partners and citizens. Community health workers (working at libraries, community centers, and the Department of Social Services) were trained to administer naloxone in emergency situations.

To prevent the initiation of drug use among youth, the Botvin LifeSkills curriculum is currently being implemented through our OBH and TGYS grants within some of our schools. This is an evidence-based program shown to decrease substance abuse and violence among participants.

Activities to raise awareness and change include:

Anti-Stigma Campaign. We propose expanding a public education campaign to raise public awareness related to harm reduction and lowering stigma related to substance use. Messages of recovery, education and promotion of MAT services and other resources encourage residents to seek health care regarding SUD will be fully disseminated and tested for impact. The campaign will be launched through pamphlets/flyers, social media (Facebook/Tweeter, Instagram, etc.) and diverse media campaigns (newspaper/radio).

Program awareness and visibility. We are producing updated marketing materials aimed at bringing greater awareness to the availability of substance abuse treatment and recovery resources. We are promoting programs related to both new and re-emerging SUD/ODU.

Community events. Through collaboration with community-based organizations serving youth and families, we will engage in outreach and promotion of harm reduction strategies and an anti-stigma campaign in various social activities held in the county.

Activities on substance use and harm reduction trainings and education include:

First responders and community 'response' education in using Fentanyl test strips (FTS) and Narcan kits includes first respondents, law enforcement and community health workers. We then target people who use drugs and community members at large.

Provider Education to enhance access to treatment, prescribing guidance and awareness of the Harm Reduction Strategies. LAHCDHD is working with the [Colorado Consortium](#) for Prescription Drug Abuse Prevention to line up speakers (e.g. Drs. Blum, Dr. Valuk) to provide in person and virtual provider education.

Community education presentations to parents, students, law enforcement, schools, business owners and community members.

Treatment

Previous funding has created and increased access to Medication Assisted Treatment Expansion (MAT) in the region along with our partners Spanish Peaks Regional Health Center (SPRHC), Health Solutions and Front Range Clinics.

Activities to serve individuals in treatment for SUD/OD include:

Refer individuals to Spanish Peaks and Frontrange clinics for MAT services.

Re-start SUD/OD screenings in the county that had been put on hold due to the COVID pandemic and a loss of funding in the health and criminal justice systems.

Harm Reduction

We provide Naloxone to community members through a partnership with Colorado Department of Public Health and Environment's (CDPHE) Naloxone Bulk Fund. Fentanyl test strips (FTS) are made available through a grant from CDPHE, and we provide education and FTS with a goal of preventing deaths in the county. We train Public Health Nurses to provide the Naloxone training/education to community, first responders, law enforcement, fire, ambulance, schools, Emergency Rooms and more.

Distribute Fentanyl test strips (FTS) as a low-cost method of helping prevent overdoses by detecting the presence of fentanyl in pills, powder, and injectables. In this project we will focus training, tracking and distribution of FTS to ensure availability to demand, along with harm reduction trainings (see below).

Narcan (Naloxone) distribution and outreach. Naloxone (Narcan) is an opioid antagonist medication that is used to reverse an opioid overdose. We will provide trainings on how to use Naloxone, and provide it through the Naloxone Bulk Purchase Fund to the county. We will also disseminate educational materials on how to use Naloxone for a drug overdose.

Provide Storage and safe disposal resources. Safe storage and disposal of prescription medications that have the potential for misuse, abuse or diversion is a recognized harm reduction strategy. We will distribute medication lock boxes throughout the community (i.e. community health service sites, probation, funeral homes, law enforcement agencies, library, etc.) regularly used service, particularly with the rapid increase in Fentanyl use and related overdoses, which also requires higher doses to prevent deaths. There are currently one safe medication disposal box available in Huerfano County

Criminal Justice

Drug/alcohol overdose is the third leading cause of death in jails, following illness and suicide. Furthermore, the risk of death from opioid overdose is high after release from prison or jail. Opioid overdose results in death from coma and cessation of breathing, but is reversible through the immediate administration of a quick-acting opioid antagonist called Naloxone that blocks the

action of the opioid, e.g., heroin, fentanyl or prescription opioids. Its administration typically results in return to consciousness, resumption of breathing, and, in cases of opioid dependence, onset of opioid withdrawal symptoms. Naloxone is safe, effective, and non-addictive and has a rapid onset of action. It can be administered as an injection or through the nose (intranasally). Training in its administration is relatively simple. It can be safely used by nonmedical personnel, resulting in more lives saved.

**Activities to distribute Harm Reduction materials in the criminal justice system include: **

Support Naloxone access for inmates. LAHCDHD will serve as a fiscal sponsor for Huerfano County jail as needed to provide Naloxone supplies and training for inmates being released.

Recovery

Recovery is a process of change through which people improve their health and wellness, live self-directed lives, and strive to reach their full potential. Even people with severe and chronic substance use disorders can, with help, overcome their illness and regain health and social function. This is called remission. Being in recovery is when those positive changes and values become part of a voluntarily adopted lifestyle. While many people in recovery believe that abstinence from all substance use is a cardinal feature of a recovery lifestyle, others report that handling negative feelings without using substances and living a contributive life are more important parts of their recovery.

Activities for individuals in recovery include:

Referrals to services. LAHCDHD will refer individuals to recovery services Crossroads Turning Point in Huerfano, Southeast Colorado and Pueblo County, and mental health providers for inpatient and outpatient services.

EVALUATION

- Routinely collect and analyze regional data associated with program activities, including: SUD/OD screening, referrals to services as well as fatal and non-fatal overdoses.
- Establish monitoring of FTS, naloxone kits and medication boxes distribution/utilization.
- Evaluate the impact of our education effort and the anti-stigma campaign.
- Continue working with CDPHE and CU Nursing, conduct quarterly analysis of SUD data.
- Produce a data collection tool to capture data, collected at the outset of our initiative with ongoing data collection (outcome metrics, organizational data, referral data, screening data, and demographic information).

Memorandum of Understanding

between

Las Animas-Huerfano Counties District Health Department

and

Huerfano County

This Memorandum of Understanding (MOU) sets forth the terms and understanding between LAS ANIMAS-HUERFANO COUNTIES DISTRICT HEALTH DEPARTMENT (LAHCDHD) and HUERFANO COUNTY (COUNTY) to implement activities to reduce adverse health effects associated with opioid abuse in Huerfano County.

LAS ANIMAS-HUERFANO COUNTY DISTRICT DEPARTMENT OF HEALTH

Representative: Kim Gonzales, Executive Director

Address: 412 Benedicta Ave., Trinidad, CO 81082

Phone: 719-846-2213 x637

Email: kgonzales@la-h-health.org

HUERFANO COUNTY

Representative: John Galusha, Chairman, Board of County Commissioners

Address: 401 Main Street, Suite 201, Walsenburg, CO 81089

Phone: 719-738-3000

Email: commissioners@huerfano.us

A. Purpose

The purpose of this MOU is to establish an agreement among the above-mentioned parties concerning their respective roles and responsibilities for implementation of Substance Use Disorder (SUD) and Opioid Use Disorder (OUD) Prevention and Education, Treatment, Harm Reduction, Criminal Justice and Recovery activities.

This agreement is to provide the above-mentioned programs to achieve the following mutually agreed upon goals in Huerfano County:

- reduce adverse health effects associated with opioids by addressing community needs through collaboration and prevention.
- prevent overdose, reduce harms associated with drug use and address substance use as a public health issue rather than a criminal legal system issue.
- reduce the morbidity and mortality associated with OUDs through a combination of prevention, treatment, and recovery strategies.

B. Responsibilities

LAHCDHD will:

- increase awareness that prescription opioids can be addictive and dangerous.
- implement an Anti-Stigma campaign.
- make referrals to Medical Assisted Treatment (MAT) Services and implement educational activities on recovery.
- offer FREE Narcan and Fentanyl Test Strips to Prevent Drug Overdose
- work with the criminal justice system to offer Narcan and training to inmates being released.
- Provide a written quarterly progress report to the Board of County Commissioners that summarizes work completed and funds expended

Activities include, but are not limited to:

- Expand a public education campaign to raise public awareness related to harm reduction and lowering stigma related to substance use.
- Train First Responders and provide community education in using Fentanyl Test Strips and Narcan kits.
- Educate providers to enhance access to treatment and prescribing guidance.
- Raise awareness of Harm Reduction Strategies.
- Refer individuals to clinics for MAT services.
- Re-start SUD/OD screenings in the county that had been put on hold due to the COVID pandemic and a loss of funding in the health and criminal justice systems.
- Distribute Fentanyl Test Strips to prevent overdoses.
- Distribute Narcan (Naloxone) and provide training educational materials on how to use Naloxone for a drug overdose.
- Provide Storage and safe disposal resources.
- Serve as a fiscal sponsor for Huerfano County jail as needed to provide Naloxone supplies and training.
- Refer individuals to recovery services and mental health providers for inpatient and outpatient services.

COUNTY will:

- Provide funds in the amount of \$13,315.36

C. Funding

COUNTY will provide funds to LAHCDHD in a lump sum by June 30 2023. Funding will generally be allocated by LAHCDHD in the following percentages:

- Prevention and Education allocation (30%)(\$3,595.15)
- Treatment (30%) (\$3,595.15)
- Harm Reduction (10%)(\$1,198.38)
- Criminal Justice (10%)(\$1,198.38)
- Recovery (20%)(\$2,396.76)
- Administration Costs: (10%) (\$1,331.53)

COUNTY agrees that LAHCDHD will have permission to vary these categories to maximize program effectiveness, with the exception that administrative costs may not exceed the amount listed above.

D. Duration

The MOU shall commence on **June 1, 2023** and shall continue for a period of one-year **May 31, 2023**.

Signatures

All parties in this agreement sign to confirm their acceptance of its terms by their signature.

For Las Animas Huerfano Counties District Health Department:

LAHCDHD Signature

Printed Name/Title

Date

For Huerfano County:

John Galusha
Chairman, Board of County Commissioners
Huerfano County, Colorado

Date



Item 7o.

**Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 1117 (Bldg Department)**

May 19, 2023, 2023

This Letter is concerning Robert Heilman. Who own A parcel of land located at 4735 County Road 634. Legal description TWP 25, RNG 70, SEC 11 (parcel 25190) , zoned agricultural. After investigating, the property owners have one outbuilding who's permit number was 22-226 which was completed on May 19, 2023. There is also an open building permit number 22-158 for a single family dwelling.

The property owners be moving here and have a cistern this is why they are requesting a bulk water permit to haul water from Gardner.

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

Best Regards,

Cheri Chamberlain

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

Ryan Sablich

Huerfano County
Building and Code Enforcement
401 Main Street Suite 304
(719) 738-1220 ext. 118 (Office)
(719) 248-9019 (Cell)
rsablich@huerfano.us

PERMIT AND AGREEMENT FOR BULK WATER USE

This permit and agreement for bulk water use ("Application") is entered into by and between the Gardner Water and Sewer Public Improvement District ("District") and:

Rob Heilman to become effective on 03/22/2023
(Printed Name) ("Effective Date").

Applicant is requesting bulk water as a:

County Resident: X Non County Resident: _____

Licensed Contractor of Huerfano County _____

Physical address of property where water will be used:

4735 COUNTY ROAD 634, GARDNER, CO P.O. Box 99 Gardner, Co.

In space provided please explain why you are requesting to open a bulk water account:

WE DO NOT HAVE A WELL AND NEED TO FILL
OUR CISTERN TANK SINCE WE ARE GOING TO
BE LIVING ON THE PROPERTY SOON.

Attach proof of ownership to this form. Accepted forms of ownership are a Property Deed, Treasurers Deed, or File Maintenance print out from county Assessor's Office.

Bulk Water Rates and Administrative Fee.**County Resident Rate:**

\$0.04 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year will be charged \$0.08 cents per gallon, limited to 1,500 gallons per month. County resident status is defined as owning a parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River drainage basin with an approved conforming primary residence on the parcel.

Non County Resident Rate:

\$0.08 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year shall not be permitted. Nonresident is defined as an owner of any un-improved parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River basin, or any user outside of the Upper Huerfano River basin.

Licensed Contractor of Huerfano County:

Contractors licensed in Huerfano County shall be charged a rate of \$08.5 cents per gallon and limited to 15,000 gallons per calendar year.

Administrative Fee:

A non-refundable new application administrative fee of \$50.00 dollars is due at time of application submittal.

Huerfano County has land use regulations. Account holders charged with a land use violation(s) shall have their account suspended. If it is determined that a violation does exist all remaining fees will be forfeited and the account terminated. NO EXCEPTIONS. Issuance of a bulk water account does not guarantee a source of water in perpetuity.

Approval of all bulk water accounts is subject to inspection of subject property by a county representative and approval of the Board.

Applicant by signing this "Application" agrees to hold the District harmless for any damages to their property as a direct result of utilizing the Bulk Fill Station.

Customer signature: 

DL# H4557073270⁰⁰ State WI
Expiration date 7/30/24 DOB 07/30/1973

Phone number: (608) 780-2958e-mail address: ANDERSON.MOVING@HOTMAIL.COM

Application received by: 
Office Representative

Date 03/22/2023

Date application received by Public Works Director: _____

Application was reviewed at the regularly scheduled Huerfano County Board of County Commissioners meeting of _____.

District approved: _____ District denied: _____

Finance staff to complete below information:

Date account opened: _____ Account # _____

Administrative Fee \$50.00 paid by:

Cash _____ Check _____ Attach copy of check to agreement

Card Transaction _____ Attach receipt from Treasurers Office

Bulk Water fee collected: Yes 50.00

Cash _____ Check X Attach copy of check to agreement

Card Transaction _____ Attach receipt from Treasurers Office

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Account 25190 Flag R LEGAL DESCRIPTION Item 70. S

Name HEILMAN, ROBERT TWP 25 RNG 70 SEC 11: W2SE4

Address 1 PO BOX 2196 SW4 240 ACRES SEC 14: W2NE4

Address 2 LA CROSSE NW4, S2, 560 ACRES

Address 3 TOTAL ACRES 800 ACRES

Address 4 224-38A-54B-170 320-200

State/Zip WI 54602 0000 323-69-72-74-161 325-64

Property

Map Num 28-4731-142-00-006

Prev Name1 CMJM, LTD

Prev Name2 CLINGER, DAVID ALAN & SANDRA

VALUES-ASSD	TAXABLE	EXEMPT
LAND	3299	

Use 4147 City 00000 Subdv 00000

Anlys 000 Tax/Dst 1GS Zone 00

Exempt Late Filing Advrt Y Bnkrupt N TOTALS 3299

ACRES: Master Legal Value Ignore PP \$ 15080 Exemption N

00000080000 000 80000 NOV # 1072 NOD #

CHANGES

Parcel On 11/01/2021 By COHUPTON	CMD1-Value Change	CMD2-Legal Change
Name On 11/01/2021 By COHUPTON	CMD3-Both Changes	CMD4-Sales Change
Values On 00/00/0000 By		
Legal On 11/01/2021 By COHUPTON	CMD22-Abort Entry	HELP-More Details

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



Item 7p.

HUERFANO COUNTY GOVERNMENT BRIEFING MEMORANDUM

Date: May 23, 2023
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: 611 Main Street Gym Project Authorization
Attached: Bids Received

Summary: This is a request for authorization to proceed with the 611 Main Street Gym Project, using informally procured construction services with the County serving as General Contractor and a not to exceed spending amount of \$161,070. This amount includes an estimated \$134,225 in hard costs and \$26,845 in contingency. In order to meet our October 1st completion goal I am requesting that you allow me to work with the County Engineer and Bob Martin, as a contract project supervisor, to competitively negotiate final purchase orders with subcontractors with the oversight, review, and approval of the BOCC Chairman. The contract with Bob Martin is presented separately, for your review and approval during this meeting.

Requested Motion/Action:

Motion to instruct the County Administrator to work with the County Engineer and Project Supervisor to proceed with the 611 Main Street Gym Project, at an amount not to exceed \$161,070. The Chairman is authorized to review and approve any updated estimates from subcontractors and further authorized to sign related purchase orders for subcontractors.

Background:

The 611 Main Street Gym project aims to renovate the 611 Main Street building into a gym to be operated by Two Peaks Fitness for public use. The County put this project out for bid with RFP 2022-08 and the 4 bids received were deemed to in excess of what the County deemed prudent. The County conducted an informal process as allowed under the County Procurement Policy with the County to serve as the General Contractor for the project. With the County serving as GC each trade was bid separately with no less than 3 bids solicited per trade. The following bids were received:

Trade	Contractor	Bid Amount
HVAC	Strickler Services	\$41,285.66 or \$32,159.34 depending on options
Electric	JAR Electric	\$26,965 + \$6,298 for Fire Alarm
Electric	Valley Electric	\$27,140.32 No Fire Alarm included
Electric	TNT Electric	\$35,896 + 6,400 for Fire Alarm
Plumbing	Avalanche Plumbing	\$25,600
General Contracting	Circle M Construction	\$27,683.97

The below project budget includes the high option for HVAC and the low bid for electrical work, including the fire alarm.

HVAC, Strickler Services	\$41,286
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Electric, JAR Electric	\$25,600
Plumbing, Avalanche Plumbing	\$27,684
General Contracting, Circle M Construction	\$33,263
Subtotal, Construction Labor and Materials	\$127,833
Construction Labor and Materials	\$127,833
Project Supervisor	\$6,392
Contingency	\$26,845
Total	\$161,070

The County Administrator sought the services of project supervisor to coordinate the project. Robert “Bob” Martin of R. Martin Builders was selected because of his reputation and experience as a building inspector, both for the County and the City of Walsenburg.

Signature of the Chair

Approved ☐

Approved with Changes ☐

Denied ☐

Strickler Services LLC

Lic # 749

26546 Hwy 69
P.O. Box 241
Gardner Co 81040

Quote

DATE: February 8, 2023
INVOICE # 308
FOR: HC Fitness

Bill To:

Kerri Meyler
611 Main Street
Walsenburg Co 81089

kerri@meyler.net

DESCRIPTION	AMOUNT
<p>Quote for equipment as per the prints for the new HC Fitness in Walsenburg. This was taken off of the prints and with comparable equipment. Daikin was used instead of the listed LG equipment. Prints call for three, three ton heat pumps thru out the building with multiple indoor heads. Below this invoice will be all the spec information needed for the equipment that is quoted. I am accounting for all aspects of this installation from the roof penetration for line sets to tying electrical terminations into disconnect boxes supplied by me.</p> <p>Daikin Equipment:</p> <p>3 - 4MXL36WVJU9 3T Condenser</p> <p>2 - FTXS12LVJU 12K Indoor unit wall mounted head</p> <p>1 - FDMQ12RVJU 12K Indoor ducted mini split</p> <p>4 - FTXS18LVJU 18K Wall mounted heads</p> <p>6 - ASPM-W-UNI Condensate pumps</p> <p>3 - CIELO Thermostats (control multiple indoors off of one thermostat)</p>	
<p>Remaining equipment needed are line sets, disconnects, ductwork with flex runs and terminations for the back room, misc. wiring for equipment.</p>	

This is just the equipment part of the quote

TOTAL	\$	33,285.66
--------------	----	-----------

Make checks payable to Strickler Services LLC

Credit Cards are accepted with 4% credit charge

If you have any questions, contact Adam @ 717-725-1730 astrick300@gmail.com

Terms are 50% deposit and the remaining balance due at completion

If this quote is acceptable please sign a copy and return it along with a deposit of 50% of the total.

THANK YOU FOR YOUR BUSINESS!

Strickler Services LLC

Lic # 749

26546 Hwy 69

P.O. Box 241

Gardner Co 81040

Quote

DATE: February 8, 2023
INVOICE # 308
FOR: HC Fitness

Bill To:

Kerri Meyler

611 Main Street

Walsenburg Co 81089

kerri@meyler.net

DESCRIPTION	AMOUNT
Labor portion for the quote. This includes all time and any other things required for the installation of the job.	
120 Hours of labor @ \$75.00	\$9,000.00

Item 7p.

TOTAL \$ 9,000.00

Make checks payable to Strickler Services LLC

Credit Cards are accepted with 4% credit charge

If you have any questions, contact Adam @ 717-725-1730 astrick300@gmail.com

Terms are 50% deposit and the remaining balance due at completion

If this quote is acceptable please sign a copy and return it along with a deposit of 50% of the total.

THANK YOU FOR YOUR BUSINESS!

Strickler Services LLC

Lic # 749

26546 Hwy 69

P.O. Box 241

Gardner Co 81040

Quote

DATE: February 8, 2023
INVOICE # 308
FOR: HC Fitness

Bill To:

Kerri Meyler

611 Main Street

Walsenburg Co 81089

kerri@meyler.net

DESCRIPTION	AMOUNT
<p>In this quote I am going to provide a quote with the equipment that I recommend. I believe the architect drawing is a bit over kill. I don't full believe that there is 9 Tons worth of hvac equipment needed. I believe you could get the job done with about 2/3rds of that. So below is a list of the equipment that I recommend.</p> <p>Daikin Equipment</p> <p>2 - 4MXL36WVJU9 3T Condensers</p> <p>5 - FTXS12LVJU 12K Indoor wall mounted heads</p> <p>5 - ASPM-W-UNI Condensate pumps</p> <p>1 - FDMQ12RVJU 12K Indoor ducted unit</p> <p>2 - CIELO thermostats</p> <p>Still will need misc. wiring, ductwork for above the ceiling in back area, 2 - disconnects, equipment pads, and various other items</p>	

TOTAL	\$	25,159.34
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Make checks payable to Strickler Services LLC

Credit Cards are accepted with 4% credit charge

If you have any questions, contact Adam @ 717-725-1730 astrick300@gmail.com

Terms are 50% deposit and the remaining balance due at completion

If this quote is acceptable please sign a copy and return it along with a deposit of 50% of the total.

THANK YOU FOR YOUR BUSINESS!

Strickler Services LLC

Lic # 749

26546 Hwy 69

P.O. Box 241

Gardner Co 81040

Quote

DATE: February 8, 2023
INVOICE # 308
FOR: HC Fitness

Bill To:

Kerri Meyler

611 Main Street

Walsenburg Co 81089

kerri@meyler.net

DESCRIPTION	AMOUNT
Labor quote for the revised equipment quote. This of course will take a bit less time than the other way.	
100 Hours @ \$75.00	\$7,500.00

Item 7p.

TOTAL \$ 7,500.00

Make checks payable to Strickler Services LLC

Credit Cards are accepted with 4% credit charge

If you have any questions, contact Adam @ 717-725-1730 astrick300@gmail.com

Terms are 50% deposit and the remaining balance due at completion

If this quote is acceptable please sign a copy and return it along with a deposit of 50% of the total.

THANK YOU FOR YOUR BUSINESS!



Avalanche Plumbing & Heating
PO Box 1803
Alamosa, Colorado 81101

avalanche_plumbing@yahoo.com

JOB INVOICE

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER	
JOB LOCATION	
JOB PHONE	STARTING DATE

TO Core of the West
Walsenburg Gym

TERMS:

[illegible]

Work ordered by _____

Thank You

TAX	200
TOTAL	

200

1. Estimate of the above described work.



Circle M Construction

Norman Miller
19653 County Road 91.2
Trinidad, CO 81082
719-859-0753

Estimate

Item 7p.

Date	
3/23/2023	45

Name / Address
City Of Walsenburg Arica Andreatta

			Project
Description	Qty	Rate	Total
Price includes; Permits needed to complete following projects, carpet tearout, tearout bathroom and partition walls, tearout floor in bathroom area for plumbing access, remove bathroom ceilings, Build walls around furnace, frame bathroom walls, replace floor in bathroom area, frame walls for janitor room, storage and utility room. Frame new ceiling in bathroom, frame existing 6' door to 3' door, add footings, posts and support beams in basement under deadlift area. Does not include drywall or other materials not part of tearout and framing applications.		27,683.97	27,683.97
		Total	\$ 201

JAR Electric
Keith Rivera
287 Huajatolla Valley Est Dr
La Veta CO 81055
719-569-2542

Item 7p.

Bid # 1110

Huerfano County
611 Main St
Walsenburg CO 81089

Bid Date 03/23/2023

Item	Description	Unit Price	Quantity	Amount
Service	Materials and Labor	26965.00	1.00	26,965.00
NOTES: This bid includes material's and labor per drawings done by Roscoe Engineering. It does not include the fire alarm system. It can be installed cost plus materials at a rate of 85.00 dollars an hour. Upon acceptance of this bid a contract will be provided.				
Subtotal				26,965.00
Total				26,965.00
Amount Paid				0.00
Bid				\$26,965.00

JAR Electric
Keith Rivera
287 Huajatolla Valley Est Dr
La Veta CO 81055
719-569-2542

Item 7p.

Bid # 1110

Huerfano County
611 Main St
Walsenburg CO 81089

Bid Date 03/23/2023

Item	Description	Unit Price	Quantity	Amount
Service	Materials and Labor	26965.00	1.00	26,965.00
Service	Fire Alarm System	6298.00	1.00	6,298.00
NOTES: This bid includes material's and labor per drawings done by Roscoe Engineering.				
Subtotal				33,263.00
Total				33,263.00
Amount Paid				0.00
Bid				\$33,263.00



T&T Electric Co. Inc
Electrical Contractors

1824 Aspen C
Pueblo, Co 81006
Phone: 1-719-543-1960
Fax: 1-719-545-6169

Item 7p.



Arica Andreatta

February 13, 2023

Ref. H.C. Fitness Center
Electrical Proposal

Gentleman,

T & T Electric Co. proposes to furnish all material, labor, equipment, and supervision to complete the following Electrical Work by Roscoe Engineering dated 12/19/2022. We acknowledge no (o) addendum.

I. Work Includes

1. Electrical per drawing provided.
2. New 200A 120/240V single phase panel box in location shown. Assumption is that the existing feed is there and we will re-use to feed new panel. If a new feeder and service from San Isabel is required, it will be at an added cost.
3. New lighting. Cut sheets attached.
4. Feeder allowance for mechanical equipment. Load information not provided.
5. New Fire Alarm System. See add if required.
6. Wiring method – MC cable or minimum conduit size ½ inch.
7. All work will be done during normal daytime business hours.
8. Make Safe all electrical work to be demo.
9. Electrical permit fees.

II. Work Excludes

1. New Service. Existing service is assumed to be of adequate size and within code.
2. Data/communication cabling and rough-in.
3. Security equipment and cabling
4. Plywood backboards for communications systems.
5. Engineering.
6. After Hours and/or night and weekend work.
7. SCCR and IR AIC fault current studies, engineering, enforcement, etc.
8. Acoustical caulking.
9. Air quality monitoring equipment to conform with new silica regulations. The responsibility shall fall on GC and each subcontractor to conform. Any lost time due to others negligence shall be at an added cost to the contract.
10. Full-time on-site safety officer.



T&T Electric Co. Inc

Electrical Contractors

1824 Aspen C
Pueblo, Co 81006
Phone: 1-719-543-1960
Fax: 1-719-545-6169

Item 7p.



11. Network electronics such as servers, routers, etc.
12. Racking for phone equipment, stacking, patching and cross connecting of network electronics or phone.
13. All Patching, painting, and repairing of walls, ceilings, and other areas disturbed during installation.
14. Formed concrete such as equipment pads, generator pad, transformer pad, etc. if required.
15. Mechanical Starters, VFD's, and control wiring (line and low voltage) unless specifically included in this proposal
16. All asphalt and concrete cutting, removal and replacement if any.
17. Any and all roof patching, sealing, pitch pans, etc.
18. Any and all miscellaneous metals and/or structural steel.
19. Storm water prevention plan and maintenance. (SWIPP) Including concrete cleanouts.
20. Dumpsters and disposal fees.
21. Utility fees (telephone, CATV, and power) including temporary power charges, if any.
22. Power usage charges for temporary and permanent power including temporary generators if required.
23. Temporary power for building and other service that may be affected during primary cable changes required for this project.
24. Primary service including transformers, meters. Poles, wire, and trenching for temporary power if required. Unless specifically included above.
25. Winter protection.
26. Colorado is in a zone that is deemed unlikely to be affected by earthquakes, therefore seismic protection is excluded. Including any supports for lighting above NEC requirements.

III. Pricing

Base Bid	\$ 35,896
Add Fire Alarm	\$ 6,400

****Pricing valid for 30 days from the date of this proposal.****

****No additional funds are included in this pricing for any material increases due to volatile commodity markets after the expiration date of this proposal. Extreme additional lead times for certain materials will likely be encountered due to COVID-19 pandemic and state of the world.****

T&T Electric is Proud to Be A Women Owned Small Business!



T&T Electric Co. Inc
Electrical Contractors

1824 Aspen C
Pueblo, Co 81006
Phone: 1-719-543-1960
Fax: 1-719-545-6169

Item 7p.



We appreciate the opportunity to bid this project with you. Should you have any questions please contact our office.

Thank you,

Pat Noga
VP



Box 644, Alamosa, CO 81101
(719) 589-3957
Fax: (719) 589-6865
www.valleyelectricinc.com

BID PROPOSAL

Project: Two Peaks Fitness

Date: 3/24/23

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK IN ACCORDANCE TO:

Plans	Date Issued
H.C Fitness Center Plans – Addendum - 1	12-19-22

Specs	Date Issued
None	

BREAKDOWN:

Material	\$10,577.99
Labor	\$15,300.00
Sales Tax	\$888.55
Permit	\$373.78

GRAND TOTAL (Material, Labor, Tax & Permit)

\$27,140.32

This proposal may be withdrawn after 30 days

All work performed by Valley Electric Inc. follows the National Electric Code (NEC)

Warranty

Unless otherwise stated, Valley Electric Inc. provides a one year limited warranty on all work done to begin on final inspection approval. For further warranty information contact Valley Electric Inc.



Box 644, Alamosa, CO 81101
(719) 589-3957
Fax: (719) 589-6865
www.valleyelectricinc.com

Scope of Work

Project: Two Peaks Fitness

Date: 3/24/23

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK:

Lighting Package

- Furnish and installation of (14) 2x4 LED flat panels in existing grid ceiling.
- Furnish and installation of (8) 2x2 LED flat panels in existing grid ceiling.
- Furnish and installation of (2) standard ceiling downlights.
- Furnish and installation of (2) emergency exit lights.
- Furnish and installation of (2) emergency egress lights.
- Furnish and installation of (2) bathroom exhaust fans.

Gear Package

- Furnish and installation of (2) new in-wall cadet heaters in bathrooms.
- Furnish and installation of new branch breakers for remodeled area.

Material

- Furnishing of all materials needed to complete job scope.
- Raceways
- Fittings
- Boxes
- Devices
- Wire

Labor

- Installation of all package orders and provided material.
- Price based on a 40-hour work week.

Tele/Data

- Furnish and installation of ¾" emt raceways to accessible ceiling.

Electrical Permit and inspections

- Permit and inspection through state of Colorado



Box 644, Alamosa, CO 81101
(719) 589-3957
Fax: (719) 589-6865
www.valleyelectricinc.com

EXCLUSIONS AT THIS POINT:

Lighting Package

- Additional/replacement fixtures
- Owners/attic stock for lighting devices or components.

Gear Package

- Changes to existing electrical distribution equipment.

Fire Alarm System

- Fire alarm system
- Fire sprinkler monitoring system.

Tele/Data

- Furnish and installation of ¾" emt raceways to accessible ceiling.
- Furnish and installation of wiring and/or terminations on tele/data cables.

Security Systems

- Surveillance
- Access Control
- Intrusion Detection

Audio Visual Systems

- Audio visual systems

Prevailing wages

- Davis Bacon/prevailing wages.

All work performed by Valley Electric Inc. follows the National Electric Code (NEC)

CONTRACT FOR SERVICES AGREEMENT
Project Supervisor Contractor for 611 Main Street Gym Renovation Project

This Agreement, entered into this **23rd Day of May 2023**, by and between the County of Huerfano, Colorado, whose address is 401 Main Street, Suite 201, Walsenburg, CO 81089, hereinafter referred to as the "County" and R. Martin Builders, LLC whose address P.O. Box 47, Walsenburg, CO 81089, hereinafter referred to as "Contractor".

WHEREAS, the County requires the services of a Project Supervisor Contractor for the 611 Main Street Gym Renovation project, hereinafter referred to as the "project"; and,

WHEREAS, the Contractor desires to contract for such services.

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

1. The County does hereby agree to contract with the Contractor to do and perform the acts and services hereinafter more specifically set out, on the terms and conditions hereinafter enumerated for period commencing on the **1st day of June 2023** until the **31st day of October 2023 or until the project is completed, whichever comes first**.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, all elements of work as indicated below:
 - a. Prepare building permit and plan review paperwork;
 - b. Coordinate required inspections with the City of Walsenburg's building inspector;
 - c. Coordinate contractor schedules and create overall project schedule;
 - d. Regularly review subcontractor work as well as receive, review, and approve subcontractor pay requests before forwarding them to the County for payment; and
 - e. Coordinate as needed with the County Engineer, County Administrator, and Parks and Recreation Director.
3. The County will serve as the general contractor for the project and be ultimately responsible for signing related paperwork and paying subcontractors.
4. The Contractor will provide the County with either a bi-weekly or monthly schedule of days they anticipate being at the facility, and which personnel are assigned, as of the issuance of the schedule, to work those days.
5. Huerfano County agrees to pay the Contractor **5% of the cost of project materials and 5% of the cost of subcontractor labor** in consideration of the described work elements above. For the purposes of this contract the County Engineer does not count as a sub-contractor.
6. It is understood by the parties that the Contractor will provide all materials, supplies, and equipment necessary to carry out the elements of work listed above.

7. The parties intend that an independent contractor relationship is created by this agreement. The County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor.
8. The work to be performed under this contract will be performed entirely at the Contractor's risk and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. The Contractor agrees to indemnify the County for any and all liability or loss arising in any way out of the performance of this contract. The Contractor agrees to hold at least \$1M in general aggregate insurance coverage with at least \$50K per occurrence.
9. This contractual agreement constitutes the entire agreement and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect until in writing and designed by both parties.
10. This contractual agreement may be terminated by either party in writing with thirty (30) days written notice sent to the address as provided therein by United States Mail, postage prepaid.

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

By: _____

Date Signed: _____

Name: John Galusha

Title: Chairman, Board of County Commissioners

ATTEST:

By: _____

County Clerk and Recorder

R. Martin Builders, LLC

By: _____

Date Signed: _____

Name: _____

Title: _____

City of Walsenburg



525 South Albert * Walsenburg, Colorado 81089 * (719) 738-1048 * FAX (719) 738-1875

May 18, 2023

To: Huerfano County Board of County Commissioners
From: Gaye Davis, City Administrator, City of Walsenburg
Re: Law Enforcement Services

Attached to this letter is an Intergovernmental Agreement (IGA) intended to support the provision of law enforcement services by the County Sheriff for the City of Walsenburg. Council has reviewed the language of the IGA and has directed me to present this IGA to the County for your review and possible approval.

The City requests a response to this letter as to how you wish to proceed at the County's earliest convenience.

Respectfully,

A handwritten signature in blue ink that reads "C. Gaye Davis".

C. Gaye Davis
City Administrator

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
COUNCIL OF THE CITY OF WALSENBURG AND THE BOARD OF
HUERFANO COUNTY COMMISSIONERS FOR LAW
ENFORCEMENT SERVICES**

This document constitutes an agreement ("Agreement") by and between the City Council and the City of Walsenburg (the "City"), a Colorado municipal corporation, and the Board of County Commissioners of Huerfano County, Colorado, the governing body of Huerfano County (the "County"), a political subdivision of the state, collectively, (the "Parties").

WHEREAS, Colo. Const. art. 14 § 18, and C.R.S. § 29-1-201, 203 et. seq. permit and encourage political subdivisions to enter intergovernmental agreements to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs for the mutual benefit of both;

WHEREAS, C.R.S. § 30-11-410(1) provides that the governing body of a municipality and the board of county commissioners may contract to provide law enforcement services, including enforcement of municipal ordinances, by the sheriff within the boundaries of the municipality;

WHEREAS, public safety within the jurisdictional limits of Walsenburg and Huerfano County is in the mutual interest of both entities;

WHEREAS, the Parties previously entered into an agreement for law enforcement services and that agreement expired at the end of 2022;

WHEREAS, the Parties wish to enter into a new agreement for law enforcement services under substantially similar terms as the prior agreement;

WHEREAS, Walsenburg desires to obtain all reasonable and necessary law enforcement services from the County and the County desires to provide all reasonable and necessary law enforcement services to the City; and

WHEREAS, the County and the City desire to enter into an agreement for the provision of law enforcement in accordance with the terms herein provided.

NOW, THEREFORE, the City and the County agree as follows:

1. General Purpose.
 - a. The Huerfano County Sheriff shall provide law enforcement services within the Walsenburg corporate limits including, but not limited to, patrolling, issuing summons and complaints, preparing and timely delivering to the District Attorney all reports and information necessary to prosecute matters, appearance by the appropriate law enforcement officials at all court proceedings as necessary to prosecute matters, gathering and retaining evidence so as to provide for proper chain of custody, responding timely to complaints or calls, transportation of

persons arrested to jail, investigation, traffic control, emergency response, civil document service, training, developing and maintaining all records and written law enforcement policies ordinarily required by law enforcement agencies, and all other tasks typically associated with and performed by a municipal police department.

- b. The law enforcement services described below will be implemented by the Huerfano County Sheriff (the "Sheriff"). It is the intent of the parties that implementation of this Agreement will not adversely impact law enforcement services provided to unincorporated portions of Huerfano County.
- c. As part of the implementation process, the Sheriff will make all determinations regarding scheduling and designating the patrol area of deputies delivering services to Walsenburg under this Agreement. Standards of performance, employee discipline, control of personnel providing such services and other matters incident to the performance of the services to be provided hereunder shall be in accordance with Huerfano County Sheriff's policies and procedures a copy of which will be provided to Walsenburg upon execution of this Agreement. The written policies and procedures will remain the property of the Huerfano County Sheriff's Department and the Sheriff will remain the legal custodian of the written policies and procedures. Any request for the documents under the Colorado Open Records Act or by subpoena shall be given to the Sheriff who will timely respond to the request or subpoena.

2. Municipal Authority.

- a. At the effective date and time of this Agreement and for the duration of this Agreement, Walsenburg grants the Huerfano County Sheriff and all sworn sheriff's deputies that are Colorado peace officers the law enforcement authority granted to any Walsenburg police officer by statute or by Walsenburg municipal ordinance to engage in law enforcement pursuant to this Agreement to enforce State law and Walsenburg ordinances within the City of Walsenburg's jurisdiction.
- b. Immediately upon proper transfer of evidence and records in a case from the Walsenburg Police Department to the Huerfano County Sheriff's Department, the Huerfano County Sheriff's Department shall be the legal custodian of the evidence and records for all purposes under Colorado law through the duration of this Agreement.
- c. The Huerfano County Sheriff's Department shall be the legal custodian of all evidence and law enforcement records developed in any case within the Walsenburg municipal limits commencing with the effective date of this Agreement and continuing until the termination of this Agreement and

the proper transfer of such evidence and records to the Walsenburg Police Department

3. Duties and Levels of Service.

- a. The Sheriff will have at least one on-duty deputy responding to calls within the municipal limits of Walsenburg at all times.
- b. Deputies. The number of on-duty deputies available to respond to calls will be adjusted accordingly during peak times except in extraordinary circumstances. For the purposes of this paragraph, "peak times" and "extraordinary circumstances" shall be determined in the sole discretion of the Sheriff or his designee. "Peak times" will be defined in reports presented to City Council. Any changes to these definitions shall be noted in the written reports to City Council as they occur.
- c. Municipal Court. The appropriate Sheriff's deputy or other Sheriff's Department representative(s) will appear in Walsenburg Municipal Court as needed to aid in the prosecution of individuals accused of ordinance violations.
- d. County and District Court. The appropriate Sheriff's deputy or other Sheriff's Department representative(s) will appear in the County and District Courts of Huerfano County, as necessary.
- e. Ordinance Criminal and Administrative Enforcement.
 - (i) The County and City acknowledge that all municipal ordinances have a criminal law component over which the municipal court has authority. The County and City also acknowledge that a limited set of Walsenburg ordinances also provide a procedure for administrative enforcement.
 - (ii) The Sheriff's Department shall enforce all ordinances where the only enforcement provided by the ordinance is criminal in nature and the ordinance does not provide authority to the City to enforce the ordinance administratively and the Model Traffic Code adopted by the City.
 - (iii) The City shall enforce all ordinances where the ordinance provides an administrative enforcement procedure. Except as set forth below.
 1. In any case where an administrative procedure is available and human safety is at issue, the sheriff will provide enforcement under the ordinance's criminal enforcement provision or, at the option of the city administrative

enforcement to the extent necessary to assure the safety of all involved.

2. The Sheriff will also enforce the criminal component of any ordinance in a particular case upon request by the City administrative enforcement representative where the administrative enforcement has proven ineffective.
 3. Examples of ordinances that provide administrative enforcement are the city weed ordinance, dogs at large, licensing ordinances and zoning ordinances.
 4. Animal Control. The Sheriff's Department will respond to dangerous animal and human safety calls related to animals within City limits. The City will enforce ordinances related to animal control where human safety is not an issue.
 5. Land Use Ordinances. The City will continue to enforce all land use and associated ordinances. The Sheriff should cite all traffic violations contained in the Model Traffic Code under the Model Traffic Code into municipal court and not under Title 42 of the Colorado Revised Statutes.
- f. Marijuana and Liquor. The Sheriff will provide the City with reports as necessary regarding enforcement of marijuana and liquor licensing.
 - g. Walsenburg will provide three (3) copies of their ordinances to the Sheriff and shall work with the Sheriff providing information required to assist Sheriff's employees in enforcing the ordinances.
4. Independent Contractor.
 - a. The parties agree that Huerfano County is acting as an independent contractor. All Sheriff's Department personnel shall be employees of the Sheriff's Department for all purposes and controlled by the Sheriff, including standards of performance and discipline.
 - b. The County shall be solely responsible for Sheriff's Department employees' wages, benefits, tax withholdings of all types, timely filing of all employment tax reports and payment of all employment tax deposits, filing of all Workers Compensation and Unemployment forms and payment of all Workers Compensation and Unemployment premiums.
 - c. The County is solely responsible for meeting all state and federal criteria to maintain its independent contractor status and holds Walsenburg harmless for any claim resulting from a determination that County is not an independent contractor.

5. Contract Administration. The parties will comply with the Colorado Criminal Justice act.
6. Conform Laws. The County and Walsenburg shall, to the extent reasonable and feasible and with all due consideration for local circumstances, make diligent efforts to conform ordinances, rules and regulations to provide for consistent effective and efficient delivery of law enforcement. This shall not be interpreted to require the approval of either party of the other party's ordinances, rules and regulations.
7. Reporting.
 - a. The Sheriff or designee shall attend the first regularly scheduled City Council meeting of each quarter and provide the city council with an oral and a written report of its activities within Walsenburg. The written report will include but not be limited to:
 - (i) definition of "peak times";
 - (ii) any information the Sheriff deems relevant, appropriate, and necessary to illustrate regular and ongoing law enforcement activities and issues; and
 - (iii) addressing any questions presented in writing by the Mayor or the City Council;
 - b. The Sheriff will submit the written reports by noon on the Friday prior to the meeting.
 - c. The Sheriff or designee may meet with the Mayor or the City Council from time to time to foster communication and enhance community policing and partnerships.
8. Fee for Services.

The City and County shall share the cost of law enforcement through the payment of fees by Walsenburg to the County to offset the cost of law enforcement services within Walsenburg as set forth below. The fees do not constitute tax revenues to the County or the imposition of debt on Walsenburg.

- a. 2023 Fee. Walsenburg shall pay County seven-hundred-thirteen thousand eight hundred and fifty-seven dollars (713,857.00) for the twelve-month period commencing upon the date of execution in twelve (12) equal monthly payments of \$59,488 due on or before the 20th day of each calendar month. Failure to pay will be considered a contract breach by Walsenburg at the option of the County. The monthly fee during the six-month renewal period shall be \$59,488 due on or before the 20th day of each calendar month.

b. Successive Years of Agreement.

- (i) Negotiations. Walsenburg and County shall negotiate amendments to the fee annually with negotiations to commence September 15 and conclude prior to November 15 each year to allow the parties to appropriately budget. If the parties fail to agree by October 20, they shall enter mediation as provided in this Agreement.
- (ii) Basis. The basis for any modification to the fee shall be the actual cost of services provided by County to Walsenburg.
- (iii) Maximum Increase. The annual fee amount shall not increase by more than the rate of "Inflation" as defined in Colo. Const. art. X § XX(Z)(f) unless Walsenburg requests additional services in which case the cost of providing the additional services shall increase the maximum annual increase by that cost in addition to the increase in the Denver-Boulder-Greeley CPI referenced in Colo. Const. art. X § XX(2)(f).
- (iv) Amendment. Any decrease or increase in the annual fee shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement.

c. Civil Service Fees

- (i) Legal documents, including, but not limited to, subpoenas, summons and legal paperwork not generated by the Huerfano County Sheriff's Office, that require service shall be handled as follows.
 - 1. Walsenburg will provide legal documents that require service to the Huerfano County Sheriff's Office.
 - 2. Huerfano County Sheriff will serve only legal documents required to be served in Huerfano County.
 - 3. Walsenburg will pay for civil service in addition to the fees set forth above. Fees will be charged to Walsenburg pursuant to the Huerfano County Sheriff's Office fee schedule that is based upon the Colorado Revised Statutes.

9. Property-Ownership and contribution.

- b. All radios, communication equipment, and other equipment shall remain property of the City and the County shall maintain possession and be responsible for all maintenance and repairs for the duration of this Agreement.

- (i) "Equipment" means any personal property item acquired by the Walsenburg police department, and not by any individual, purchased for fifty dollars (\$50.00) or more; "equipment" also includes belts, long guns, shotguns, and tasers regardless of acquisition cost.
 - (ii) The Sheriff's Department shall maintain records of all equipment, including capital expenses, purchased during the term of this Agreement. The records shall include date of acquisition, description, serial numbers and purchase price.
- c. The Sheriff shall maintain a record of equipment purchased to replace existing equipment. The record shall include information on the equipment purchased and the equipment replaced.
- d. Surplus equipment belonging to either party at the time this contract is executed shall be kept or returned to the party owning it before this agreement was executed.
- e. Upon termination of this Agreement, all original equipment and all equipment purchased to replace original equipment will be returned to the party that owned the original equipment on the effective date of this Agreement.
- f.

10. Vehicles.

- a. Vehicles owned by each party shall remain in the possession of and the property of the party that owned the vehicle on the effective date of this Agreement.
- b. The County shall retain ownership of all vehicles purchased during the duration of this, or any subsequent agreement.

11. Duration.

- a. This agreement shall be in effect for a period of one (1) year from the date of execution of the agreement unless terminated as provided below.
- b. Termination. Either party may terminate this Agreement or any extension of this Agreement by giving the other party written notice 30 days prior to the requested termination date unless both parties waive this notice provision in which case the County will return to the City all equipment.
- c. Renewal and Modification. This agreement shall renew for a period of six (6) months without affirmative action of the parties unless termination notice is given as set forth in paragraph 11(b) above.

12. Indemnification.

- a. In executing this agreement, Huerfano County does not assume liability or responsibility for or in any way release Walsenburg from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Walsenburg ordinances, rules or regulations. If any such cause or claim, suit, action or administrative proceeding is commenced, Walsenburg shall defend the same at its sole expense, and if judgment is entered or damages are awarded against Huerfano County, Walsenburg, or both, Walsenburg shall satisfy the same. This paragraph shall not apply where Walsenburg modifies or drafts an ordinance to conform Its ordinance to a Huerfano County ordinance, rule or regulation.
- b. In executing this agreement, Walsenburg does not assume liability or responsibility for or in any way release Huerfano County from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Huerfano County ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, Huerfano County shall defend the same at its sore expense, and if Judgment is entered or damages are awarded against Walsenburg, Huerfano County, or both, Huerfano County shall satisfy the same.
- c. Huerfano County will maintain general liability insurance to cover any act or failure to act of the County or any of its elected or appointed officers, agents or employees while providing law enforcement under this Agreement and naming the City of Walsenburg as an additional insured. Huerfano County shall indemnify and hold harmless Walsenburg and its elected and appointed officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Huerfano County, its elected or appointed officers, agents and employees in performing services pursuant to this agreement.

- (i) In the event that any suit based upon such a claim, actions, loss or damage is brought against Walsenburg, or Walsenburg and Huerfano County, Huerfano County shall defend the same at Its sole cost and expense; and If final judgment be rendered against Walsenburg and its officers, agents and employees, Huerfano County shall satisfy same.
- d. Walsenburg shall indemnify and hold harmless Huerfano County and its officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Walsenburg, its officers, agents and employees in performing services pursuant to this agreement.
 - (i) In the event that any suit based upon such a claim, actions, loss or damage Is brought against Huerfano County, or Huerfano County and Walsenburg, Walsenburg shall defend the same at its sole cost and expense; and if final judgment be rendered against Huerfano County and Its officers, agents and employees Walsenburg shall satisfy same.
- 13. Disputes. In the event of a dispute arising from or related to this agreement, in good faith the parties shall submit the dispute for resolution to a mutually agreeable mediator and shall equally share the mediator's fee. In the event the parties cannot resolve the dispute in mediation, and either party initiates a lawsuit, the prevailing party shall be entitled to court costs and reasonable attorney's fees, including those costs incurred in anticipation of litigation and fees and costs incurred in appeal of any final determination. If either party chooses to seek injunctive relief to enforce the provisions of this agreement, the parties waive any requirements of bond. Venue shall be Huerfano County, Colorado.
- 14. Survival Clause. In the event one or more of the provisions of this agreement are held to be illegal or unenforceable, it shall not result in the invalidation of any other portion of this agreement.
- 15. State Auditor's Office. The City Clerk of Walsenburg and the County Clerk shall each forward a copy of this agreement to the State Auditor's Office for the State Auditor's information and concurrence with regard to the financial arrangements set forth in this agreement and shall take any other actions deemed necessary to comply with Colorado State Statutes.
- 16. Cost of Service and Revenues. The parties hereto have considered the anticipated cost of services and the anticipated and potential revenues to fund those services In negotiating this agreement.

17. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

Approved by the Walsenburg City Council on the ____ day of _____, 2023.

Rick Jennings, Acting Mayor

APPROVED by the Huerfano County Commissioners this ____ day of _____ 2023.

, Chair

, Commissioner

, Commissioner

APPROVED by the Huerfano County Sheriff this ____ day of _____, 2023.

Huerfano County Sheriff

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



Item 8a.

HUERFANO COUNTY GOVERNMENT ADMINISTRATOR'S REPORT

Date: May 23, 2023
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Report for the May 23 Regular BOCC Meeting

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

Redistricting

I believe that we are on track to present a resolution to adopt new redistricting maps during your June 13th Meeting. Attached you find a map labeled Exhibit E. This is a progress report as we still want to make adjustments in Northlands to make the legal description cleaner. I'd like to confirm that we are on track with your instructions from May 9.

Backflow Preventers

We are proceeding with backflow preventers at County facilities in Walsenburg. Social Services, the HC Community Center, Law Enforcement Center, and Road and Bridge are at the top of the list. We did contact three plumbers for estimates. Rhino Plumbing was the only responsive bidder that could complete the work in a timely fashion. Most buildings will be under the \$2,000 limit, we've asked Sheriff Newman to approve the Law Enforcement Center project which, because of the complexity involved with that building, came in at \$3,725.

Porchfest

I have reached out to the organizers of the inaugural Walsenburg Porchfest to see if they would like to use the front entrance to the Courthouse which, in my mind, meets the definition of a porch. They are checking to see if they have a band for this location. This year isn't perfect for this use, with the scaffolding up for the masonry project. That said the area is safe and I think would be a boost to business along Main Street.

Fireworks

Ryan Sablich, one of our Code Enforcement and Building Inspectors, has been working on getting certified for fireworks displays. He should have that by the end of the year. In order to facilitate this year's Fourth of July show, he will need approval from the County and the fire district. He is still working on having someone oversee, just as an extra precaution. I feel that we are on track to have the Fourth of July fireworks.

NeoGov

We held our kickoff meeting with NeoGov last week for their applicant tracking system. Angela Wakeman, HR Officer, and I have been working together on the implementation and will be bringing in the SO and DHS as needed. Our goal is to have the system ready by July 1st.

Huerfano County Commissioner Redistricting

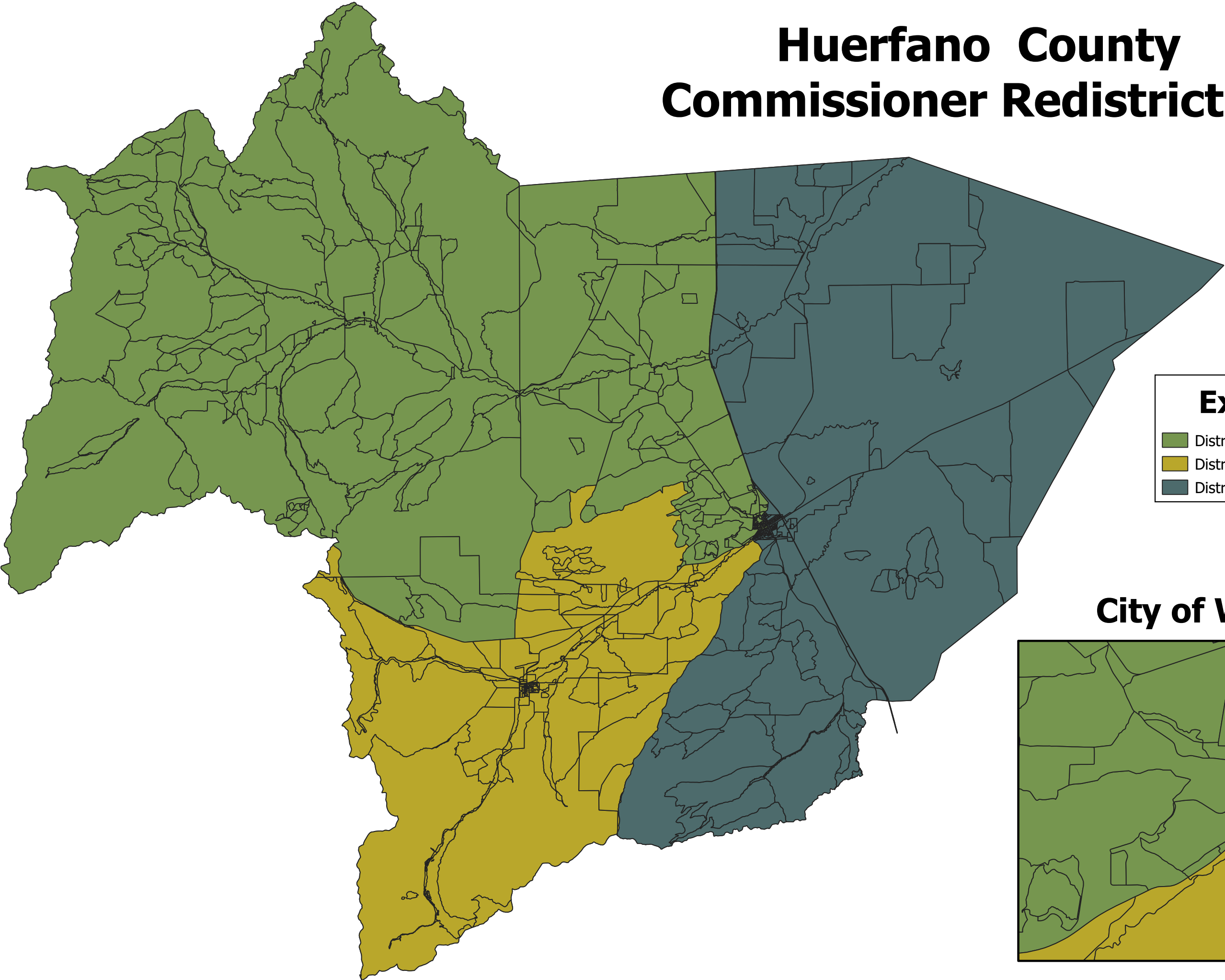
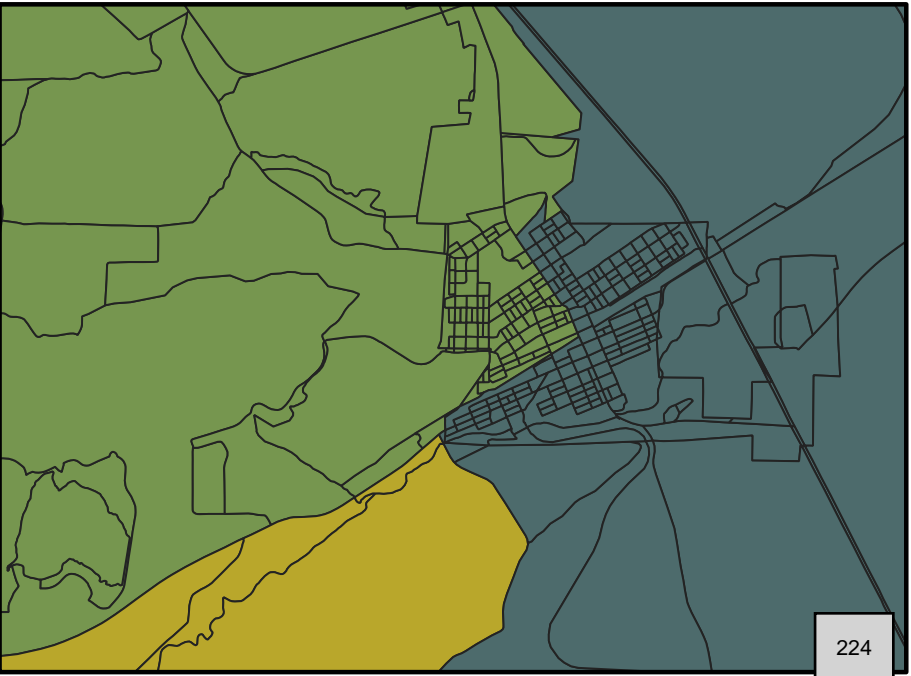


Exhibit E

- District 1 - Population 1898
- District 2 - Population 1946
- District 3 - Population 1878

City of Walsenburg



CTSI Provides Boiler & Pressure Vessel Inspections

Because boilers and pressure vessels can explode, causing property damage, injury, and death, the state of Colorado has a Boiler Inspection Section, part of the Oil and Public Safety division, that enforces nationally adopted standards on installation, operation, maintenance, and repair. Boilers and pressure vessels in commercial and public buildings must be inspected either annually or every two or three years, depending on BTU input.

Inspections may be conducted by either a Colorado Boiler Section inspector or by a special inspector. Special inspectors are inspectors employed by an insurance company licensed to sell or provide insurance for boilers or pressure vessels in Colorado who holds a valid commission as inspector issued by the National Board of Boiler and Pressure Vessels.

WHAT DOES AN INSPECTION CHECK?

A boiler or pressure vessel inspection checks nine different items:

- Nameplate
- Relief Valve or Safety Valve
- Control Safety Devices
- Boiler Room Piping
- Combustion Air
- Flue Pipe Connections
- Expansion Tanks
- Boiler Room Condition
- Internal Inspections

For more information about each of these items, view the state provided document [What the Inspector Looks for when Inspecting a Boiler](#). Also, consider [this free guide](#) that steps you through a checklist of specific items to consider before an inspector arrives.



HOW MUCH IS AN INSPECTION BY A STATE INSPECTOR?

A boiler or pressure vessel inspection conducted by a Colorado Boiler Section Inspector requires an inspection fee and a certificate fee based on the BTU input of the boiler/vessel. Currently, an initial inspection after installation costs \$100 with a \$25 certificate fee. A State Inspector must perform initial inspections; however, subsequent inspections can be performed by special insurance inspectors.

HOW TO SCHEDULE A NO-FEE INSPECTION?

CAPP members have the option of arranging a free boiler inspection through Liberty Mutual Insurance, which offers boiler and pressure vessel inspections as part of their equipment breakdown insurance. To schedule an inspection, contact Liberty Mutual at 877-526-0020 or by email at LMEBInspections@LibertyMutual.com. Please provide the following information: company name, address of location needing service, contact person with telephone number, Liberty Mutual policy number.

WHAT THIS MEANS FOR COUNTIES

Beyond the initial inspection, CTSI members do not need to pay to have boiler and pressure vessels in county buildings inspected. Counties should contact Liberty Mutual Insurance at the number or email provided to arrange for an inspection. For assistance in arranging a boiler or pressure vessel inspection, contact CTSI at 303 861 0507.

Remaining in Good Standing

For over 30 years, CTSI and your pools have successfully navigated each year's challenges and consistently provided comprehensive services to pool members. In an effort to protect all members and minimize the potential for financial surprises late in the year, the CTSI Board would like to remind the members of all the Pools (CAPP, CWCP, and CHP) of their commitment to remain a member in good standing throughout the policy year. **In the event a member of any of the Pools is considering their option to withdraw from membership, each Pool's bylaws provide that they must give notice of intent to withdraw, for each Pool concerned, before October 1st of the year preceding the new policy year that begins on January 1st.**

NOTICE OF INTENT TO WITHDRAW

This notice of intent to withdraw is a requirement to leave the respective Pool. Submission of a withdrawal notice affects budgeting options for the pool for the upcoming year but is non-binding on the member and can be rescinded at any time up to the start of the new policy year. If the notice of intent to withdraw is rescinded, the member will automatically retain membership in good standing for the following policy year.

This requirement allows the Pools to give adequate notice to carriers from whom the Pools will purchase stop-loss, excess, and reinsurance coverage and give timely statutory notifications to the Division of Insurance. Moreover, this furthers CTSI's ability to protect members who do not intend to consider withdrawing and to make timely adjustments to the budget in the event the member decides to follow through with their withdrawal from membership.

Failure to provide notice as required by each Pool's bylaws may result in the loss of protections afforded to withdrawing members, including potential claim runouts and equity distributions or benefits.

The Pools have proven their worth to the membership throughout their existence for insurance and associated services and still offer the best long-term solutions for members' needs. This notice requirement is an expression of each member's commitment to every other member to preserve the special benefits of local government risk pooling now and for the future.



WHAT THIS MEANS FOR COUNTIES

Members cannot withdraw from membership in any of the Pools during a policy year and must give proper notice by October 1st if they are considering withdrawal from membership for the upcoming policy year. Compliance with this requirement preserves all of their rights as a withdrawn member if they choose to follow through with their withdrawal. Failure to give notice as required could impact their future interests in claim runouts, distributions of equity, etc. A copy of all Pools' Bylaws can be found in the Members Only section on our website at www.ctsi.org. For more information, contact CTSI at 303-861-0507.

Las Animas and Huerfano Counties Briefing

The Front Range Passenger Rail District is coming to Trinidad to meet with elected officials and local leaders to discuss efforts to advance a new border-to-border passenger rail service along Colorado's Front Range.

Members of the public are welcome to attend.

Wednesday, June 7, 2023
2:30 – 4:00 p.m.

Trinidad State College
Sullivan Center—Pioneer Room
Trinidad, CO 81082
(Map on Reverse)

Please RSVP before June 1 to
info@frprdistrict.com.

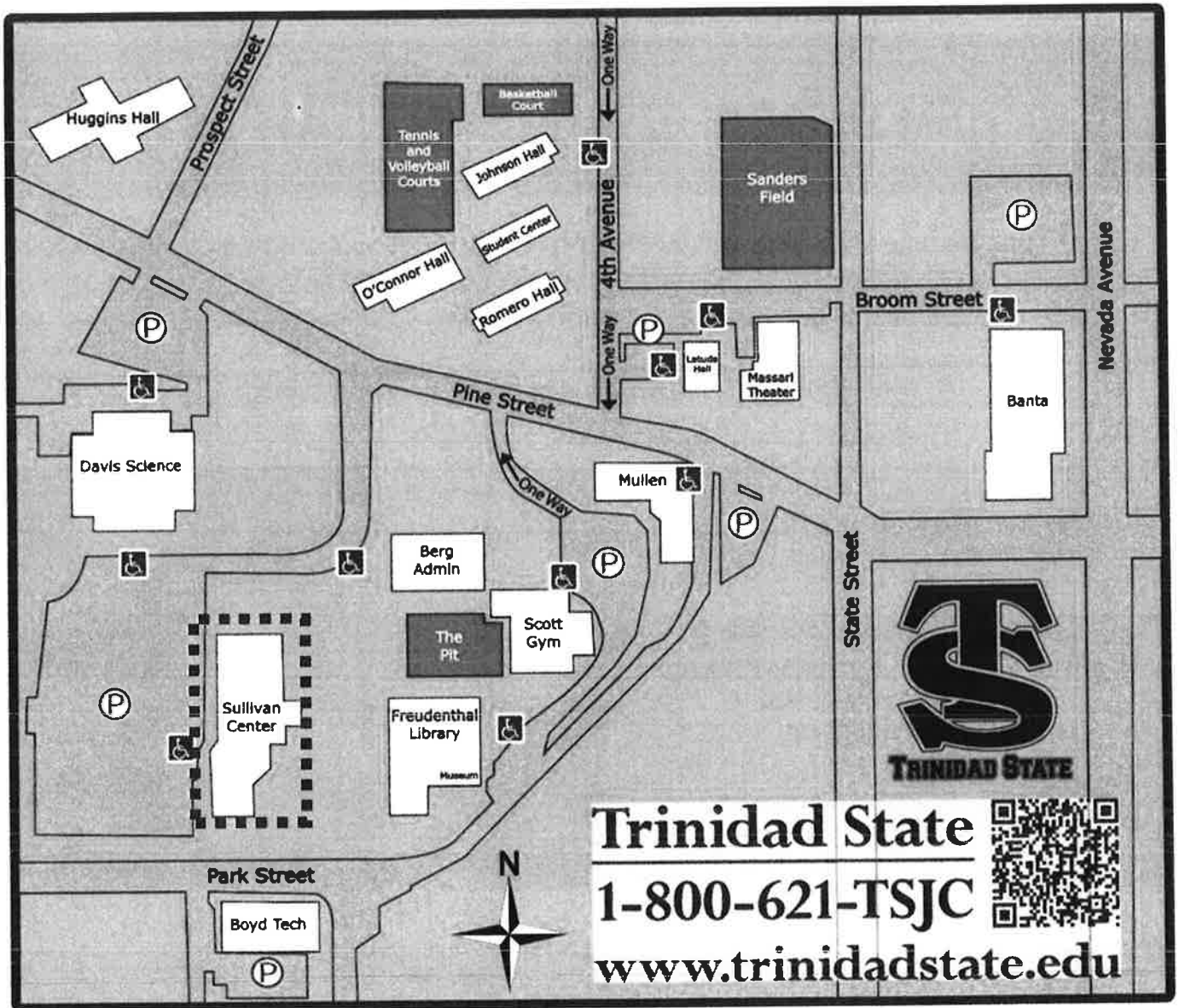


The event will feature a presentation by
Andy Karsian, General Manager of the
Front Range Passenger Rail District.

Q&A will follow the presentation.

To learn more about Front Range Passenger Rail, visit
www.ridethefrontrange.com

Trinidad State College



CHRISSY BREIT
Program Coordinator

Chrissy.Breit@frprdistrict.com
(303) 903-5724
frontrangepassengerrail.com





May 16, 2023, 2023

Dear Huerfano County Board of Commissioners:

Thank you for believing in the good work of Huajatolla Heritage Foundation enough to award us a \$1,000 grant for 2023. As you realize, we are not only wise stewards of the money but also share an enthusiasm for both the peoples and places of Huerfano County just as your work does! I have every confidence that our efforts will reflect favorably back on the interests and passions of the County Commissioners.

On behalf of Huajatolla Heritage Foundation Board of Directors, I offer our deep appreciation.

Sincerely,

A handwritten signature in cursive script that reads "Sandy".

Sandy Dolak
Chief Visionary

Huajatolla Heritage Foundation; www.hhfoundation.org
PO Box 1044, La Veta, CO 81055; 719-251-1271

Thank you County Commissioners
for the donation.

We greatly
appreciate your help!
Ms. Lunde

Thank you for supporting
Peakview Elementary's
Destination Imagination
teams. Your generosity made
it possible for our students
to compete at higher levels.
Mrs. Morgan

Signed
Lily

Mireya

Isaiah

Kiera

Rose

Sabrina

Jason

Elijah

Lake

Fnessa

Item 9e.
Thank you from
Peakview School
from
Destination Imagination
5-12-2023

Holland Weisbrook

We greatly appreciate
your support! Thank
you for the
donation!
Mrs. Brawner

