



BOARD OF COUNTY COMMISSIONERS MEETING AGENDA

January 14, 2025 at 10:00 AM

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

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

9:00 AM - COMMISSIONER'S STUDY SESSION

10:00 AM - PUBLIC MEETING

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

- 1. PLEDGE OF ALLEGIANCE**
- 2. SWEARING IN CEREMONY**
- 3. ELECTION OF THE CHAIR AND VICE CHAIR**
- 4. RECESS**
- 5. AGENDA APPROVAL**
- 6. CONSENT AGENDA**
 - a.** Minutes from the December 17 BOCC Meeting
 - b.** Minutes from the December 31 BOCC Meeting
 - c.** Chris Bechaver Sick Leave Donation
 - d.** Lester Berry Sick Leave Donation
 - e.** Anthony Luginbill Sick Leave Donation
 - f.** Robert Gilbert Sick Leave Donation
 - g.** Spencer Butler Resignation
 - h.** Savannah Horton Resignation
 - i.** Cecilia Kelly Resignation
 - j.** Tre'von Perry Resignation
 - k.** Miriam Rodriguez Resignation
- 7. PUBLIC COMMENT**
- 8. APPOINTMENTS**
- 9. PERMITS, LICENCES, AND PUBLIC HEARINGS**
 - a.** Bulk Water Permit #24-0010 for Kathryn Stannard

- b. Bulk Water Permit #24-0011 for Michael Frankfield

10. ACTION ITEMS

- a. Resolution #25-01 Office Hours and Holidays for Huerfano County 2025
- b. Resolution #25-02 Designating the Paper of Record
- c. Resolution #25-03 to Appoint Jim Chamberlain for HC Asset Management
- d. Resolution #25-04 Huerfano County Depositories
- e. Resolution #25-05 Appoint Paul Smith Planning Commission
- f. P.O. #2025-09 for South Central COG.
- g. P.O. #2025-14 for HCED Annual Contribution
- h. P.O. #2025-15 for Adams State Foundation
- i. Spencer Butler Sick Leave Donation
- j. Contract for HC Sheriffs Office Fleet Coordinator
- k. Memorandum of Understanding for Fox Theatre Phase 2
- l. Electric Contracts for 129 Kansas Avenue
- m. BWR Water Efficiency Grant Approval to Apply
- n. Quote from Converjint for HC Courthouse Holding Room Door
- o. Judicial Center Custodial Services 2025 Update
- p. January 2025 Vendor Run
- q. 2025 Designation of Steering Committee Proxies

11. CORRESPONDENCE

- a. Leave Balances 12-15-24 and 12-28-24
- b. Bulk Water Monthly Volume Report December 2024
- c. GPID Billing Register December 2024
- d. GPID Systems Totals Report December 2024
- e. Fuel Sales for Spanish Peaks Airport December 2024
- f. Fuel Report for November and December 2024
- g. Notice of Forfeiture Rescinded for Parcel #27421 from The Division of Property Taxation
- h. Position Paper on Cell Towers, Request for Updated Zoning

12. STAFF REPORTS

- a. County Administrator
- b. County Attorney

13. EXECUTIVE SESSION

14. ADJOURNMENT

15. UPCOMING MEETINGS

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



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING MINUTES

December 17, 2024 at 10:00 AM

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

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

1. PLEDGE OF ALLEGIANCE

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

2. AGENDA APPROVAL

Motion to approve the agenda as presented.

Motion made by Commissioner Sporleder

Second by Commissioner Wardell

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

3. CONSENT AGENDA

Motion to Approve the consent agenda as presented

Motion made by Commissioner Wardell

Second by Commissioner Sporleder

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

a. December 10th Meeting Minutes

b. December 12th Meeting Minutes

c. Reclamation Permit Application for Peakview gravel pit

d. James Graham Resignation

4. PUBLIC COMMENT

NONE

5. APPOINTMENTS

NONE

6. LAND USE

NONE

7. ACTION ITEMS

- a. Resolution #24-52 - Amended and Restated GPID Loan Agreement Authorization
Motion to approve Resolution #24-52 - Amended and Restated GPID Loan Agreement Authorization adding the Chairman of the Board of County Commissioners and Erica Vigil as a signer as needed.
Motion made by Commissioner Sporeleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- b. Resolution #24-51 - Annual County Employee Salaries
Motion to approve Resolution #24-51 – Annual Employee Salaries between CTSI and Huerfano County
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- c. Overtime Request from HC Dispatch
Motion to approve Overtime Request from Huerfano County Dispatch for 12/29/24 through 3/10/25
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- d. Overtime Request from HC Detention
Motion to approve Overtime Request from Huerfano County Detention for 1/10/24 through 4/10/25 on the condition of requesting training records to receive overtime payouts.
Motion made by Commissioner Sporeleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- e. Public Safety Threat Alliance Membership Application
Motion to approve the Public Safety Threat Alliance Membership Application for Huerfano County Offices at no cost to Huerfano County.
Motion made by Commissioner Sporeleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes

- f. Ninjio Cyber Training
Motion to approve Ninjio Cyber Training for Huerfano County Employees at a total of \$9,900.56 for a two-year contract.
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- g. December 2024 Vendor Run
Motion to Approve the December 2024 Vendor run at a total of \$113,914.75
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- h. Accept Award Off System Bridge Grant
Motion to approve accepting the Off System Bridge Grant for a total of \$7,835.66
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- i. Notice of Award and Agreement for County Road 543 Bridge Replacement
Motion to approve the Notice of Award and Agreement for County Road 543 Bridge Replacement.
Motion made by Commissioner Sporeleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- j. 2025 EMPG Grant Application
Motion to approve the 2025 Emergency Management Performance Grant application for a total of \$146,424.56 with Huerfano County to half match.
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- k. Underfunded Courthouse Security Grant Extension
Motion to approve the Underfunded Courthouse Security Grant Extension
Motion made by Commissioner Sporeleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes

- l. Rio Cucharas Inn Survey Approval**
Motion to approve the Rio Cucharas Inn Survey Approval not to exceed \$6,500, to include ILC discussion on septic and water lines.
Motion made by Commissioner Sporeleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- m. 129 Kansas Asbestos Mitigation Contract**
Motion to approve the Rio Cucharas Inn Survey Approval for a total cost of \$159,210.00
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- n. ValueWest Commercial Assessment Services Agreement Extension**
Motion to approve the ValueWest Commercial Assessment Services Extension
Motion made by Commissioner Sporeleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- o. End of Year Bonus**
Motion to approve End of Year bonuses for Huerfano County Employees at \$500 each for all fulltime employees and \$250 each for all part time employees to be paid out on the December 20th payroll.
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- p. Settlement Agreement for HCPF**
Motion to approve Settlement agreement for Health Care partner's foundation and Huerfano County for a total of \$50,000.
Motion made by Commissioner Sporeleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- q. Liquor License Renewal for Four Seasons Bar and Grill**
Motion to approve the Liquor License Renewal for Four Seasons Bar and Grill doing business as Tiny Inn.
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- r. Liquor License Renewal for Tiny Inn**
Motion to approve the Liquor License Renewal for Tiny Inn
Motion made by Commissioner Wardell
Second by Commissioner Sporleder

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

8. STAFF REPORTS

a. County Administrator

Carl Young County Administrator stated he was currently working on Mill Levy Certifications as they were due the upcoming weekend.

b. County Attorney

The County Attorney requested an executive session regarding the Sheriff's Office Management Study Implementation, item 9b in packet

9. CORRESPONDENCE

Carl Young, County Administrator reviewed correspondence with the BOCC

a. November 2024 Fuel Sales

b. Huerfano County Sheriff's Office Management Study

10. EXECUTIVE SESSION

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). Sheriff's Office Management Study Implementation

Motion to go into recess at 10:40 AM

Motion made by Commissioner Wardell

Second by Commissioner Sporleder

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

No decision will be made during executive session.

A gift was presented to Arica Andretta for her service to Huerfano County.

11. ADJOURNMENT

Motion to adjourn meeting at 3:00 PM

Motion made by Commissioner Wardell

Second by Commissioner Sporleder

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

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

COMMISSIONERS:

Arica Andreatta, Chairman

Karl Sporleder

Mitchell Wardell



BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING MINUTES

December 31, 2024 at 10:00 AM

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

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

1. **PLEDGE OF ALLEGIANCE**

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

2. **AGENDA APPROVAL**

Motion to approve the agenda as presented.

Motion made by Commissioner Sporleder

Second by Commissioner Andreatta

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

3. **CONSENT AGENDA**

Motion to approve the consent agenda as presented.

Motion made by Commissioner Wardell

Second by Commissioner Andreatta

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

- a. Robert Gilbert Promotion
- b. Jessica Espinoza Resignation
- c. Regina Matchett Declined Offer
- d. Roman Hajar K-9 Care Payout

4. **PUBLIC COMMENT**

NONE

5. **APPOINTMENTS**

NONE

6. **LAND USE**

NONE

7. ACTION ITEMS

- a. City of Walsenburg Law Enforcement Services Agreement
Motion to approve the City of Walsenburg Law Enforcement Services Agreement with fee's to decrease as level of service decreases starting 1/1/2025 through 12/31/2025 with the option to renew and edits to be made by the county attorney and county administrator.
Motion made by Commissioner Wardell
Second by Commissioner Andreatta
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- b. Tyler Technologies ERP Pro Agreement
Motion to approve the Tyler Technologies ERP Pro Agreement for a total of \$1,769.30 with a \$20,199 increase.
Motion made by Commissioner Wardell
Second by Commissioner Andreatta
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- c. World Fuel Services Airport Card Processing Merchant Agreement
Motion to approve the World Fuel Services Airport Card Processing Merchant Agreement to accept World Fuel at the Huerfano County Airport for the length of the 3 year contract.
Motion made by Commissioner Wardell
Second by Commissioner Andreatta
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- d. Amendment to Obligations of ARPA State and Local Funds
Motion to approve the Amendment to Obligations of American Rescue Plan Act State and Local Funds to change Law enforcement certification project name not obligation of funds with funds to go back to Huerfano County Treasury Department if not used.
Motion made by Commissioner Wardell
Second by Commissioner Andreatta
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes

8. STAFF REPORTS

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

9. CORRESPONDENCE

NONE

10. EXECUTIVE SESSION

- a. For discussion of specialized details of security arrangements or investigations under C.R.S. §24-6-402(4)(d). **County Jail Improvements**

Motion to go into recess at 10:09 AM

Motion made by Commissioner Wardell

Second by Commissioner Andreatta

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

No decision will be made during executive session.

11. ADJOURNMENT

Motion to adjourn meeting at 11:02 AM

Motion made by Commissioner Wardell

Second by Commissioner Andreatta

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

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

COMMISSIONERS:

Arica Andreatta, Chairman

Karl Sporleder

Mitchell Wardell

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

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

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved, the sick leave transaction process will be final and can't be changed regardless of whether the time was utilized by the receiving employee. The maximum number of days an employee is able to donate is 30 days (240 hours max).

Name of Employee to Receive Sick Leave Hours:	Department:
<i>Celena Valdez</i>	<i>Parks & Rec</i>

(Print Name)

Name of Employee Donating Sick Leave Hours:	Department:
<i>Chris Bechaver</i>	<i>50hrs Public Works</i>

(Print Name)

I hereby request 50hrs hours of accrued and earned sick leave to be deducted from my accrual balance. I understand that once this transfer has been processed that I cannot revoke or change this request.


 Donating Employee Signature 1/2/2025
Date Signed


 Signature of Supervisor 1/2/25
Date Signed

 Signature of BOCC Chairman Date Signed

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM


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

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved, the sick leave transaction process will be final and can't be changed regardless of whether the time was utilized by the receiving employee. The maximum number of days an employee is able to donate is 30 days (240 hours max).

Name of Employee to Receive Sick Leave Hours:	Department:
<u>CELENA VAIDEZ</u>	<u>PARIS & REC</u>
(Print Name)	

Name of Employee Donating Sick Leave Hours:	Department:
<u>LESTER BERRY</u>	<u>PER / Public works</u>
(Print Name)	

I hereby request 100 hours of accrued and earned sick leave to be deducted from my accrual balance. I understand that once this transfer has been processed that I cannot revoke or change this request.

 11/2/25
 Donating Employee Signature Date Signed

 Signature of Supervisor Date Signed

 Signature of BOCC Chairman Date Signed

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

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

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved, the sick leave transaction process will be final and can't be changed regardless of whether the time was utilized by the receiving employee. The maximum number of days an employee is able to donate is 30 days (240 hours max).

Name of Employee to Receive Sick Leave Hours: <u>CEENA VAIDEZ</u>	Department: <u>PARKS & REC</u>
(Print Name)	

Name of Employee Donating Sick Leave Hours: <u>Anthony Logiubill</u>	Department: <u>IT</u>
(Print Name)	

I hereby request 50 hours of accrued and earned sick leave to be deducted from my accrual balance. I understand that once this transfer has been processed that I cannot revoke or change this request.

 01-02-25
 Donating Employee Signature Date Signed

 Signature of Supervisor Date Signed

 Signature of BOCC Chairman Date Signed

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

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

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved, the sick leave transaction process will be final and can't be changed regardless of whether the time was utilized by the receiving employee. The maximum number of days an employee is able to donate is 30 days (240 hours max).

Name of Employee to Receive Sick Leave Hours:	Department:
<u>Celena Valdez</u>	<u>Parks & Rec</u>

(Print Name)

Name of Employee Donating Sick Leave Hours:	Department:
<u>Robert Gilbert</u>	<u>Administration / EM</u>


(Print Name)

I hereby request 50 hours of accrued and earned sick leave to be deducted from my accrual balance. I understand that once this transfer has been processed that I cannot revoke or change this request.

	<u>1/3/25</u>
Donating Employee Signature	Date Signed

Signature of Supervisor	Date Signed
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Signature of BOCC Chairman	Date Signed
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HUERFANO COUNTY		
PAYROLL STATUS CHANGE	EFFECTIVE DATE	
12/18/2024		
NAME: Spencer Butler	PAYROLL: 1/3/2025	
CHANGE OF ADDRESS/PHONE	STREET _____ CITY, STATE, ZIP _____ TELEPHONE _____	
CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO
JOB TITLE	Patrol Deputy	
DEPARTMENT	Sheriff's Office	
HOURS		
ANNUAL SALARY	\$55,000.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	<div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">RESIGNATION</div> 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		
Motion to accept the resignation of Spencer Butler effective 12/18/2024.		
		
_____ Elected Official/Department Manager	_____ Chairman	
12/31/2024		
_____ Date	_____ Date	
Date to Finance Office: _____		

HUERFANO COUNTY

PAYROLL STATUS CHANGE	EFFECTIVE DATE
	1/13/2025
NAME: Savannah Horton	PAYROLL : 1/31/2025

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Detention Officer	
DEPARTMENT	Jail	
HOURS		
ANNUAL SALARY	\$38,000.00	
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 Savannah Horton effective 01/13/2025.



 Elected Official/Department Manager

Chairman


12/31/2024

Date

Date

Date to Finance Office: _____

HUERFANO COUNTY		
PAYROLL STATUS CHANGE		
EFFECTIVE DATE		
1/10/2025		
NAME:	Cecilia Kelly	
PAYROLL :	1/17/2025	
CHANGE OF ADDRESS/PHONE	STREET	
	CITY, STATE, ZIP	
	TELEPHONE	
CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO
JOB TITLE	Ad Valorem Appraiser	
DEPARTMENT	Assessor	
HOURS		
ANNUAL SALARY	\$36,700.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE	<u>RESIGNATION</u>	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	
<small>COMMENTS, IF NECESSARY</small>		
Motion to Accept the Resignation of Cecilia Kelly as Ad Valorem Appriaser for the Assesors Office Effective January 10, 2025.		
_____ Elected Official/Department Manager	_____ Chairman	
_____ Date	_____ Date	
Date to Finance Office: _____		

HUERFANO COUNTY		
PAYROLL STATUS CHANGE		
EFFECTIVE DATE		
1/8/2025		
NAME: Tre'von Perry	PAYROLL: 1/17/2025	
CHANGE OF ADDRESS/PHONE	STREET	
	CITY, STATE, ZIP	
	TELEPHONE	
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Patrol Deputy	
DEPARTMENT	Sheriff's Office	
HOURS		
ANNUAL SALARY	\$55,000.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
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		
Motion to accept the resignation of Tre'von Perry effective 01/08/2025. Tre'von Perry will not be eligible for Re-hire with this department due to him not giving an adequate notice for his resignation.		
 _____ Elected Official/Department Manager	_____ Chairman	
_____ Date	_____ Date	
Date to Finance Office: _____		

HUERFANO COUNTY		
PAYROLL STATUS CHANGE	EFFECTIVE DATE	
1/26/2025		
NAME: Miriam Rodriguez	PAYROLL : 2/14/2025	
CHANGE OF ADDRESS/PHONE	STREET	
	CITY, STATE, ZIP	
	TELEPHONE	
CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO
JOB TITLE	Communications Officer/Dispatch	
DEPARTMENT	Emergency Services	
HOURS		
ANNUAL SALARY	\$45,000.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE	<u>RESIGNATION</u>	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 Miriam Rodriguez as Communications Officer/Dispatcher for the Emergency Services Department Effective January 26, 2025.		
Elected Official/Department Manager	Chairman	
Date	Date	
Date to Finance Office: _____		



401 Main Street,
Walsenburg, CO 81089

719-738-1220 Ext.103

BULK-24-0010 **Bulk Water Application**

SITE ADDRESS: NO SITUS ADDRESS

PROJECT NAME: Stannard- Water **EXPIRES: 06/15/2025**

PARCEL: 1713520

Permit Request:

I have cisterns on site I would like to fill but have not dug a well

APPLICANT:	Stannard, Kathryn 1200 Vine St, APT 1C Denver, CO 80206 7207012646	OWNER: Stannard, Kathryn	1200 Vine Street, Apt 1C DENVER, CO 80206
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PERMIT INFO:

User Type	County Resident
Full-time resident	Yes
Residence on property	No, But I Have An Open Building Permit
Electrical Service	Yes

VALUATION:	<u>Quantity</u>	<u>Value</u>	FEES:	<u>Paid</u>	<u>Due</u>
			Administrative Fee	50.00	\$0.00
CONDITIONS				Total:	\$50.00
				\$0.00	\$0.00

Action by the Authorized Permitting Authority

Approved
 Conditional Approval
 Denial

Name		Signature		Date:	
Comments		Title			

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Account 1713520 Flag R LEGAL DESCRIPTION
 Name STANNARD, KATHRYN LOT 21 UNIT AA COLORADO
 Address 1 1200 VINE ST, APT 1 LAND & GRAZING RANCH
 Address 2 371-873 374-709 394-68
 Address 3 395-98 REC#349188 382853
 Address 4 DENVER 387297 432331
 State/Zip CO 80206 0000
 Property
 Map Num 28-4877-271-01-021

Item 9a.

Prev Name1 WATTERS, PATRICK LEGRANDE
 Prev Name2 GILMORE, DONALD E & WATTERS,
 VALUES-ASSD TAXABLE EXEMPT
 LAND 956

Use 4147 City 00000 Subdv 0122
 Anlys 000 Tax/Dst 1GS Zone BQ
 Exempt Late File Advrt Y Bnkprt N Conf TOTALS 956
 ACRES: Master Legal Value Ignore PP \$ 0 Exemption N
 00000003500 000 3500 NOV # NOD #

CHANGES

Parcel On 09/12/2024 By COHUMELI CMD1-Value Change CMD2-Legal Change
 Name On 02/20/2024 By COHUPTON CMD3-Both Changes CMD4-Sales Change
 Values On 03/08/2019 By COHUQBRU
 Legal On 09/12/2024 By COHUMELI CMD22-Abort Entry HELP-More Details

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



January 2, 2025

This Letter is concerning Kathryn Stannard, permit BULK-24-0010, located at lot 21, unit AA, Colorado Land & Grazing Ranch in Gardner, parcel number 1713520. The property is vacant. The property was investigated, there are no code violations on this property.

The applicant is requesting water for residential use.

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
Walsenburg, CO 81089
(719) 738-1220 ext. 118 (Office)
(719) 248-9019 (Cell)
rsablich@huerfano.us



401 Main Street,
Walsenburg, CO 81089

719-738-1220 Ext.103

BULK-24-0011

Bulk Water Application

SITE ADDRESS: CO RD 520 # 02181

PROJECT NAME: Frankenfield- Water

EXPIRES: 06/16/2025

PARCEL: 36211

Permit Request:
Residential use

APPLICANT: Frankenfield, Michael
2181 County Road 520
WALSENBURG, CO 81089
727-810-5094

OWNER: Frankenfield, Michael
2181 County Road 520
WALSENBURG, CO 81089

PERMIT INFO:
User Type: County Resident
Full-time resident: Yes
Residence on property: Yes
Electrical Service: Yes

VALUATION:	Quantity	Value	FEES:	Paid	Due
			Administrative Fee	50.00	\$0.00
CONDITIONS				Total:	\$50.00
					\$0.00

Action by the Authorized Permitting Authority

Approved Conditional Approval Denial

Name _____

Signature _____ Date: _____

Comments _____

Title _____

WARRANTY DEED

THIS DEED, is dated the 21st day of November, 2024 and is made between DAVID WHERRY (whether one, or more than one), the "Grantor" of the State of Michigan and MICHAEL FRANKENFIELD (whether one, or more than one), the "Grantee," whose legal address is: 2180 COUNTY ROAD 520, WALSENBURG, CO 81089 of the State of Colorado

State Doc Fee:
Recording Fee:

WITNESS, that the Grantor, for and in consideration of the sum of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Huerfano and State of Colorado described as follows:

LOT 181, BLACK HILLS RANCHES, PHASE I, PLAT MAP NO. 258, RECORDED JANUARY 3, 1985 AT RECEPTION NO. 295313, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

also known by street and number as: 2181 County Road 520 ., Walsenburg, CO 81089

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

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

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

SEE EXHIBIT "A" ATTACHED HERETO

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee, and the heirs and assigns of the Grantee, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Signature of David Wherry
DAVID WHERRY

State of Michigan
County of Monroe

The foregoing instrument was acknowledged before me this 21 day of November, 2024 by DAVID WHERRY.

Witness my hand and official seal.
Notary Public Monroe County
My Commission Expires: 10/25/2030



EXHIBIT "A"
EXCEPTIONS TO TITLE

1. Taxes for the year 2024, a lien not yet due and payable.
2. Distribution of Utility Easements (including cable tv)
3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual Knowledge and which were accepted by Buyer in accordance with § 8.3 (off record Title) and § 9 (New ILC or New Survey)
4. Inclusion of the Property within any special taxing district
5. Any special Assessment if the improvements were not installed as the date of Buyers' Signature hereon, whether assessed prior to or after closing.
6. All roads, railroads, highways, alleys, rights of way, utilities and easements for ingress and egress therefore as shown on Huerfano County Road Map filed August 15, 1979.
7. Right of Way Agreement between Joe E. Faris and Sons and Black Hills Land Company, recorded September 16, 1985 at Book 375, Page 435
8. Declaration of Covenants, Conditions and Restrictions for Black Hills, recorded July 11, 1986 at Book 1M, Page 164, and recorded July 21, 1986 at Book 378, Page 56
9. Line Extension Contract and Agreement between San Isabel Electric Association Inc. and Dave J. Wherry, recorded June 6, 2002 at Reception No. 354242

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



January 2, 2025

This Letter is concerning Michael Frankenfield, permit BULK-24-0011, located at 2181 County Road 520, (Lots 181 Black Hills Filing #1) in Walsenburg, parcel number 36211. The property has a residence and structures. The property was investigated, there are no code violations on this property.

The applicant is requesting water for residential use.

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
Walsenburg, CO 81089
(719) 738-1220 ext. 118 (Office)
(719) 248-9019 (Cell)
rsablich@huerfano.us

RESOLUTION NO. 25 - 01

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

**A RESOLUTION ESTABLISHING THE ANNUAL CALENDAR OF COUNTY BOARD
OF COMMISSIONERS MEETINGS, HOURS OF OPERATION AND OBSERVED
HOLIDAY CLOSINGS OF COUNTY OFFICES FOR CALENDAR YEAR 2025**

WHEREAS, C.R.S. § 30-10-303 requires the Board of County Commissioners to meet at the County Seat of its county at least once business day of each month and at such other times and locations within the county as, in the opinion of the Board, the public interest may require; with such meetings to be held on a regular and published schedule; and,

WHEREAS, C.R.S. § 24-6-402 requires the Board of County Commissioners to designate annually, at the first meeting, the public place(s) where the posted notice(s) and agenda of the public meetings or hearings will be located; and,

WHEREAS, C.R.S. § 30-10-109 requires the Board of County Commissioners to designate, by resolution, the office hours of the County during which offices will be open for the transaction of County business.

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

Section 1. Board of County Commissioners Meeting Schedule

In order to provide for the smooth and efficient management, oversight, and administration of the Huerfano County Government, including communication with the various branches of the County and the residents of Huerfano County, the following meeting schedule is hereby established by the Board of County Commissioners:

- A. The Board will meet every Tuesday on the following schedule
 - a. Commissioner’s Study Session – 9:30 AM
 - b. Regular Business Meeting – 10:00 AM
- B. The above meetings will, unless otherwise posted and advertised, be held at the Huerfano County Courthouse Commissioners’ Meeting Room at 401 Main Street, Suite 309, Walsenburg, CO.
- C. Work sessions, public hearings, and other meetings of the Huerfano County Board of County Commissioners shall be held as posted and advertised.
- D. Depending on any number of exigencies that may occur during the calendar year, any meeting may be rescheduled; combined with another meeting; or canceled in its entirety, provided that all notices and requirements are met in accordance with Colorado law.

Section 2. Legal Entities of the Commissioners and Related Meetings

- A. Local Licensing Authority: Local Licensing Authority matters for unincorporated Huerfano County are scheduled on regular meeting agendas

- B. Board of Human Services: The Board will meet as the Board of Human Services on the 3rd Tuesday of each month at 11:00 AM.
- C. Public Improvement District: Public Improvement District items are scheduled on regular meeting agendas
- D. Huerfano County Housing Authority: Housing Authority items are scheduled on regular meeting agendas

Section 3. Posting of Public Meeting Notices

The Board of County Commissioners hereby designates the hallway immediately within the front doors of the Huerfano County Courthouse at 401 Main Street, Walsenburg, CO as the official posting location of the Board's public meetings requiring prior public notice.

County Staff will also post public meeting notices on the County Website, huerfano.us, and other locations as deemed appropriate by the County Administrator.

Section 3. County Hours of Operation

The Board of County Commissioners designates that the hours of operation of Huerfano County are Monday through Friday, 8:00 a.m. to 4:00 p.m., except for scheduled Holidays

The Board vests the responsibility for determining unscheduled closures of County offices due to a serious threat of or the actual occurrence of severe weather that has the potential to put employees or facilities at risk with the County Administrator, or a designee thereof, after consultation with the Board Chair

Section 4. 2025 Adopted Holiday Schedule

The Board of County Commissioners has anticipated and planned for the closure of County Offices in order to observe a number of generally accepted holidays that occur throughout the year and hereby designates the following Holiday observance schedule:

New Year's Day: Wednesday, January 1, 2025
 Martin Luther King, Jr. Day: Monday, January 20, 2025
 President's Day: Monday, February 17, 2025
 Good Friday: The Afternoon of Friday, April 18, 2025
 Memorial Day: Monday, May 26, 2025
 Juneteenth: Thursday, June 19, 2025
 Independence Day: Friday, July 4, 2025
 Labor Day: Monday, September 1, 2025
 Columbus Day: Monday, October 13, 2025
 Veteran's Day: Tuesday, November 11, 2025
 Thanksgiving: Thursday, November 27, 2025 and Friday, November 28, 2025
 Christmas Day: Thursday, December 25, 2025
 New Year's Day: Thursday, January 1, 2026

Employees have the option to take either all-day on Christmas Eve or all-day on New Year's Eve off as a Holiday. Elected officials and department heads must schedule these days off to ensure that all offices and departments are open both days.

The Board of Commissioners may modify or change holidays scheduled; substitute other holidays for scheduled ones; award additional holidays; or reduce the number of holidays depending on the needs of the County.

Section 5. Tentative 2026 Holiday Schedule.

For planning purposes, the Board of County Commissioners hereby designates the following tentative holiday schedule and authorizes County Staff to represent these dates as may be requested from time to time:

- New Year’s Day: Thursday, January 1, 2026
- Martin Luther King, Jr. Day: Monday, January 19, 2026
- President’s Day: Monday, February 16, 2026
- Good Friday: The Afternoon of Friday, April 3, 2026
- Memorial Day: Monday, May 25, 2026
- Juneteenth: Friday, June 19, 2026
- Independence Day: Friday, July 3, 2026
- Labor Day: Monday, September 7, 2026
- Columbus Day: Monday, October 12, 2026
- Veteran’s Day: Wednesday, November 11, 2026
- Thanksgiving: Thursday, November 26, 2026 and Friday, November 29, 2026
- Christmas Day: Friday, December 25, 2026
- New Year’s Day: Friday, January 1, 2027

Section 6. Effective Date.

This Resolution shall be in full force and effect immediately upon its adoption by the Huerfano County Board of Commissioners and that any and all resolutions or parts of resolutions in conflict with this Resolution shall be to the extent of such conflict, hereby repealed.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 14th day of JANUARY 2025.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____

James L. Chamberlain, Commissioner

Karl S. Sporleder, Commissioner

Mitchell Wardell, Commissioner

RESOLUTION NO. 25-02

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

**A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER FOR THE
PUBLICATION OF LEGAL NOTICES FOR THE CALENDAR YEAR 2025**

WHEREAS, the Colorado Revised Statutes require the Board of County Commissioners of each county to designate a paper of general circulation within the County as the official newspaper for the publication of various notices; and,

WHEREAS, in order to meet this statutory obligation and to allow for orderly and efficient operation of the various County offices that place such notices as part of their standard operation, this Board has determined that it is appropriate to designate an official newspaper for the calendar year 2025.

NOW, THEREFORE, BE IT RESOLVED by the Huerfano County Board of County Commissioners of Huerfano County, Colorado that the World Journal is hereby designated the official newspaper of Huerfano County for the publication of all legal notices required by statute.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 14th day of JANUARY 2025.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
James L. Chamberlain, Commissioner

Karl S. Sporleder, Commissioner

Mitchell Wardell, Commissioner

RESOLUTION NO. 25-03

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

**A RESOLUTION APPOINTING JAMES L. CHAMBERLAIN TO THE
HUERFANO COUNTY ASSET MANAGEMENT CORPORATION FOR A TERM
CONCURRENT WITH HIS SERVICE AS COUNTY COMMISSIONER**

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, the Board of County Commissioners has opted to serve as the Board of the Huerfano County Asset Management Corporation until the major programs of this County enterprise are established; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint James L. Chamberlain to serve as a member of Huerfano County Asset Management Corporation 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 James L. Chamberlain to serve as a Director of Huerfano County Asset Management Corporation, replacing former Commissioner Arica Andreatta, for a term running concurrent with his service as County Commissioner.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 14th day of JANUARY 2025.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
James L. Chamberlain, Commissioner

Karl S. Sporleder, Commissioner

Mitchell Wardell, Commissioner

RESOLUTION NO. 25-04

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

A RESOLUTION DESIGNATING COUNTY FUND DEPOSITORIES

WHEREAS, pursuant to Section 30-10-708, C.R.S., the County Commissioners are obliged to designate depositories for County funds in which the Huerfano County Treasurer may deposit or cause to be deposited such funds; and,

WHEREAS, Section 30-10-707, C.R.S., provides that it is the duty of the County Treasurer to receive all money belonging to the County from whatsoever source they may be derived; and,

WHEREAS, there is a need to specify who is authorized to endorse or cause to be endorsed, in the name of Huerfano County and to cash, to negotiate or to deposit or cause to be deposited in such account any money, checks, money orders, notes and other instruments for payment of money and to make any other agreements deemed advisable in regard hereto.

NOW, THEREFORE BE IT RESOLVED, that the following institutions are hereby designated as depositories for the funds of Huerfano County and the below listed individuals are authorized to endorse in the name of Huerfano County and to cash, to deposit orders, notes, and other instruments for payment of money and to make any other agreements deemed advisable in regard thereto for the respective accounts.

Institution	Account	Authorized Signatures
Community Banks of Colorado 501 Main Street Walsenburg, CO 81089	County General 0293	Debra J. Reynolds Rhonda M. Kelley BOCC Chair Erica Vigil
	Social Services 3882	Debra J. Reynolds Rhonda M. Kelley BOCC Chair Erica Vigil Heather Wellman
	Public Trustee 4477	Debra J. Reynolds Rhonda M. Kelley
	Huerfano County Correctional Facility 4351	Karl S. Sporleder James L. Chamberlain Mitchell Wardell Kim Trujillo Debra J. Reynolds
	Huerfano County Jail Inmate Funds Acct. 0390	Debra J. Reynolds Rhonda M. Kelley Melanie Pettie Cathy Pineda Bruce Newman

Institution	Account	Authorized Signatures
	Huerfano County Conservation Trust Fund 4056	Debra J. Reynolds Rhonda M. Kelley BOCC Chair Erica Vigil
	County General MM 3041	Debra J. Reynolds Rhonda M. Kelley
CSIP Colorado Statewide Investment Program PFM Funds 1400 16th Street, Suite 400 Denver, CO 80202	HC Liquidity 000-1	Debra J. Reynolds Rhonda M. Kelley
Bank of Montreal 213 N. Commercial Street, Trinidad, CO 81082	County General 6331	Debra J. Reynolds Rhonda M. Kelley BOCC Chair Erica Vigil Kim Trujillo
	County General 2667	Debra J. Reynolds Rhonda M. Kelley BOCC Chair Erica Vigil Kim Trujillo
COLOTRUST P.O. Box 5050 Denver, CO 80217-5050	HC Liquidity 8001	Debra J. Reynolds Rhonda M. Kelley
Colorado Surplus Asset Fund Trust (CSAFE)	HC Liquidity 7201	Debra J. Reynolds Rhonda M. Kelley
First National Bank of Trinidad Huerfano County Branch P.O. Box 1209 135 W. 6th Street Walsenburg, CO 81089	Huerfano County Correctional Facility 4237	Karl Sporleder James L. Chamberlain Mitchell Wardell Kim Trujillo Debra J. Reynolds
	Huerfano County Asset Management Corp. 9706	Karl S. Sporleder James L. Chamberlain Mitchell Wardell Kim Trujillo Debra J. Reynolds Carl Young
First Southwest Bank 720 Main Street PO Box 1139 Alamosa, CO 81101	Huerfano County Asset Management Corp. 9706	Karl S. Sporleder James L. Chamberlain Mitchell Wardell Kim Trujillo Debra J. Reynolds Carl Young
LPL Financial 14143 Denver West Parkway Suite 150 Golden, CO 80401	HC Investment 1672-0166	Debra J. Reynolds Rhonda M. Kelley
Peaks Investment Management/LPL Finance c/o Casacili Hunsucker 198 Barrington Road Bloomfield Hills, MI 48302-0605	HC Investment 1943-7061	Debra J. Reynolds Rhonda M. Kelley

BE IT FURTHER RESOLVED that this Resolution shall continue in force until express written notice of any revision or modification has been furnished and received by the above listed institutions.

BE IT FURTHER RESOLVED, the County Treasurer, Debra J. Reynolds, and the Deputy Treasurer, Rhonda M. Kelly, are authorized to access the records and/or close any account created or registered with the Huerfano County Employer Identification Number.

BE IT FURTHER RESOLVED, that Resolution 24-33 is hereby rescinded. This resolution shall be in effect upon its adoption. All resolutions and portions of resolutions in conflict with the above are hereby repealed.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 14th day of JANUARY 2025.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
James L. Chamberlain, Commissioner

Karl S. Sporleder, Commissioner

Mitchell Wardell, Commissioner

RESOLUTION NO. 25-05

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

**A RESOLUTION APPOINTING PAUL SMITH TO THE HUERFANO COUNTY
PLANNING COMMISSION FOR A TERM EXPIRING ON DECEMBER 31, 2027**

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, Section 9 of the Huerfano County Land Use Code sets forth the structure and membership of the Huerfano County Planning Commission under authority granted the Board of County Commissioners in C.R.S. §30-28-101; and,

WHEREAS, Paul Smith has submitted a letter of interest and has demonstrated his qualifications to serve on the Planning Commission and agrees to do so 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 Paul Smith to serve as a member of the Huerfano County Planning Commission 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 Paul Smith to serve as member of the Huerfano County Planning Commission until December 31, 2027, and until their successor has been appointed.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 14th day of JANUARY 2025.



ATTEST:

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

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

BY _____
James L. Chamberlain, Commissioner

Karl S. Sporleder, Commissioner

Mitchell Wardell, Commissioner

PURCHASE ORDER
Huerfano County

Item 10f.

Purchase Order#: 2025009

Purchase OrderDate: 1/3/2025

Vendor: **SOUTH CENTRAL COG / 1307**
300 BONAVENTURE
TRINIDAD, CO 81082

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

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
2025 Membership Dues	1	\$7,500.00	\$7,500.00	051-47200-51341
TOTAL:			\$7,500.00	

NOTES:

2025 Memebership Dues Invoice No. 10637

APPROVALS:

Approving Authority:

Budget Officer:

0514720051341

Item 10f.



INVOICE

South Central Council of Governments

INVOICE #: INV-10637
DATE: 01/03/2025
DUE DATE: 08/30/2024

300 South Bonaventure Avenue
Trinidad, CO 81082
Phone 719-845-1133

TOTAL AMOUNT: \$7,500.00
TOTAL DUE: \$7,500.00

BILL TO: Huerfano County
401 Main St
Suite 203
Walsenburg, CO 81089

DESCRIPTION / MEMO	AMOUNT
2025 Membership Dues	\$7,500.00
TOTAL AMOUNT:	\$7,500.00

South Central Council of Governments
300 South Bonaventure Avenue
Trinidad, CO 81082
Phone 719-845-1133

TOTAL DUE: \$7,500.00

AMOUNT ENCLOSED:

Customer ID - Name: C-10131 - Huerfano County
Invoice #: INV-10637

BILL TO: Huerfano County
401 Main St
Suite 203
Walsenburg, CO 81089

REMIT TO: South Central Council of Governments
300 South Bonaventure Avenue
Trinidad, CO 81082

PURCHASE ORDER

Huerfano County

Purchase Order#: 2025014

Purchase OrderDate: 12/31/2025

**Vendor: HUERFANO COUNTY ECONOMIC / 7771
PO BOX 308
WALSENBURG, CO 81089**

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

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Annual Contribution	1	\$50,000.00	\$50,000.00	051-47200-51781
TOTAL:			\$50,000.00	

NOTES:

APPROVALS:

Approving Authority: _____

Budget Officer: _____

Huerfano County Economic Development Inc.

401 Main St
Walsenburg, CO 81089-2045 US
ccroft@huerfano.us
www.huerfano.org



INVOICE

BILL TO
Carl Young
County of Huerfano
401 Main St Ste 201
Walsenburg, CO 81089
United States

INVOICE HCED2025-0103
DATE 01/07/2025
TERMS Net 30
DUE DATE 02/06/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/07/2025	Local Government Contribution	2025 Economic Development Allocation	1	50,000.00	50,000.00

We appreciate your support.

BALANCE DUE

\$50,000.00

PURCHASE ORDER

Huerfano County

Purchase Order#: 2025015

Purchase OrderDate: 1/10/2025

**Vendor: ADAMS STATE UNIVERSITY / 7693
FOUNDATION 208 EDMONT BLVD STE 3080
ALAMOSA, CO 81101**

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

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
COSI Scholarship	1	\$3,483.00	\$3,483.00	051-47200-51858
TOTAL:			\$3,483.00	

NOTES:

APPROVALS:

Approving Authority: _____

Budget Officer: _____

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



Board of County Commissioners

January 8, 2025

Cynthia N. Armendariz, PhD
Managing Director, Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1600 Broadway Street, Suite 2200
Denver, CO 80202

RE: Commitment of Matching Funds for COSI County Scholarships

Dear Dr. Armendariz:

The Huerfano County Board of Commissioners has committed support to the Adams State University Foundation (ASU) and Trinidad State College (TSC) Educational Foundation for the Colorado Opportunity Scholarships Initiative Matching Student Scholarship (COSI MSS) grant in the amount of \$3,483.00 for the 2025-26 academic year. These funds are secured and available for scholarship use by July 1, 2025, to provide one-to-one match for the COSI support.

Administered by the two institutional foundations, these matching funds will increase the number of scholarships awarded to part- or full-time students who are Colorado residents or ASSET students participating in a rigor-based student support services program as they work toward an undergraduate degree or certificate completion at either ASU or TSC. The letter also confirms that this is the only application for CDHE COSI support in which Huerfano County is participating. The application covers the 2025-26 school year, and is renewable yearly.

Furthermore, we understand that each scholarship recipient must be no more than 250% of Pell grant eligibility and have graduated from a high school located in Huerfano County or be a county resident. Students must attend ASU or TSC, have a cumulative GPA of at least 2.25, and have unmet financial need.

Huerfano County is pleased to endorse this endeavor and will propose an annual budget line item, to be approved in the county budget approval process. We will be pleased to help promote this scholarship opportunity among our residents and welcome collaboration and technical assistance from COSI staff to broaden fundraising efforts in partnership with ASU and TSC and their non-profit foundations.

Sincerely,

Signed by:

Arica Andreatta

6FD26A4B7F644C1...

Arica Andreatta
Chair, Huerfano County Board of Commissioners

1/8/2025

Date

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

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

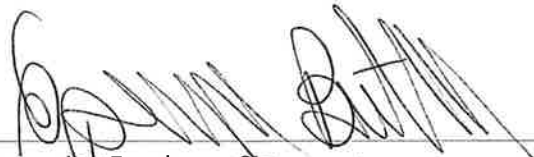
Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved and processed the transaction, will be final and cannot be changed regardless of whether the time was utilized by the receiving employee. The maximum numbers of days an employee is able to donate is 30 days or (240 hours max).

Name of employee to receive Sick Leave hours: Dan Mathews	Department: HCSO
(Print Name)	

Name of Employee donating Sick Leave hours: Spencer Butler	Department: HCSO
(Print Name)	

I hereby request 126.28 hours of accrued and earned sick leave be deducted from my accrued balance and transferred to the employee listed above. I understand that once this transfer has been processed that I cannot revoke or change this request.

Signatures:

	<u>12/28/2024</u>
Donating Employee Signature:	Date Signed

	<u>12/30/24</u>
Signature of Supervisor:	Date Signed

_____ Signature of BOCC Chairman:	_____ Date Signed
--------------------------------------	----------------------

SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

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

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved and processed the transaction, will be final and cannot be changed regardless of whether the time was utilized by the receiving employee. The maximum numbers of days an employee is able to donate is 30 days or (240 hours max).

Name of employee to receive Sick Leave hours:	Department:
Elizabeth Kohler	OEM

(Print Name)

Name of Employee donating Sick Leave hours:	Department:
Spencer Butler	HCSO

(Print Name)

I hereby request 126.28 hours of accrued and earned sick leave be deducted from my accrued balance and transferred to the employee listed above. I understand that once this transfer has been processed that I cannot revoke or change this request.

Signatures:

	<u>12/28/2024</u>
Donating Employee Signature:	Date Signed

	<u>12/30/24</u>
Signature of Supervisor:	Date Signed

_____ Signature of BOCC Chairman:	_____ Date Signed
--------------------------------------	----------------------



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: Tuesday January 14, 2025

ITEM NAME: Sick Leave Donation & Authorization Request Form

SUBMITTED BY: Angela Wakeman, HR Officer

SUMMARY: Per the Sick Time Donation Form, “Once the donation has been approved and the processed transaction, will be final and cannot be changed regardless of whether the time was utilized by the receiving employee.” Additionally, the request by the employee reads “ I hereby request _____ hours of accrued and earned sick leave be deducted from my accrued balance and transferred to the employee above.”

RECOMMENDATION: Upon resignation, spencer Butler has 92.24 hours of accrued and earned sick leave, and 163.40 hours of donated sick leave. It is recommended that we donate his earned accrued sick hours equally between Elizabeth Kohler and Dan Mathews as oppose to donating hours that were originally donated to Spencer, but left unused.

I also recommend that the wording on the form be revised to state, “Once the donation has been approved and the transaction has been processed the donation will be final and cannot be reverted back to the individual who donated the time, nor can the donated hours be re-donated to another employee even if the donated sick time wasn’t utilized by the original receiving employee.”

BACKGROUND: Donated sick time is trying to be re-donated because it was not used.

BOARD ACTION TAKEN:

APPROVED DENIED OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

CONTRACT FOR SERVICES AGREEMENT
HCSO Fleet Coordinator

This Agreement, entered into this **14th day of January 2025**, 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 Ben Bounds whose address is PO Box 1129, La Veta, CO 81055, hereinafter referred to as "Contractor".

WHEREAS, the County requires the services of a HCSO Fleet Coordinator; 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 January 2025** until the **31st day of December 2025**.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, all elements of work as indicated below:
 - a. Inventory the Sheriff's Fleet and advise the Sheriff on remaining useful life of vehicles;
 - b. Remove law enforcement equipment from vehicles that the Sheriff has designated for auction;
 - c. Coordinate vehicle repairs with County Road and Bridge Department as needed; and
 - d. Coordinate with County Staff on ordering parts and other supplies for vehicles.
3. Huerfano County agrees to pay the Contractor **\$30 per hour** in consideration of the described work elements above.
4. It is understood by the parties that the Contractor will provide all materials, supplies, and equipment necessary to carry out the elements of work listed above. However, the Contractor may utilize County equipment and supplies with prior approval.
5. The parties intend that an independent contractor relationship is created by this agreement. The County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor.
6. The work to be performed under this contract will be performed entirely at the Contractor's risk and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract.
7. This contractual agreement constitutes the entire agreement and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect until in writing and designed by both parties.

8. This contractual agreement may be terminated by either party in writing with thirty (30) days written notice sent to the address as provided therein by United States Mail, postage prepaid.

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

By: _____
Name: Bruce Newman
Title: Huerfano County Sheriff

Date Signed: _____

By: _____
Name:
Title: Chairman, Board of County Commissioners

Date Signed: _____

ATTEST:

By: _____
County Clerk and Recorder

Contractor

By: _____
Name: Ben Bounds

Date Signed: _____

**Fox Theatre Walsenburg Phase 2 Rehabilitation Project
Memorandum of Understanding**

This Memorandum of Understanding regarding the rehabilitation of the Fox Theatre Walsenburg (this “**Agreement**” or “**MOU**”) is made as of this 14th day of January 2025 the “**Effective Date**”) by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Spanish Peaks Community Foundation Inc., a Colorado Non-Profit Corporation (the “**FTW**”)

The above-listed parties may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, The County owns the Fox Theatre Walsenburg (“the Theatre”) and contracts with the FTW for operation of the Theatre; and

WHEREAS, The Parties have worked collaboratively over the last several years to develop this Rehabilitation Project, now in Phase 2, for the Theatre (the “project”); and

WHEREAS, The County has been awarded a grant from the Colorado Department of Local Affairs (“DOLA”) for architectural and construction activities to rehabilitate the Theatre; and

WHEREAS, The County has been awarded a grant from the Colorado Energy Office (“CEO”) for design and construction activities to rehabilitate the Theatre; and

WHEREAS, the County serves as the fiscal agent for this grant and is responsible for financial management of the grant; and

WHEREAS, The FTW has been awarded a History Colorado State Historical Fund (“SHF”) grant for design and construction activities to rehabilitate the Fox Theatre Walsenburg; and

WHEREAS, the FTW has contracted with Colorado Preservation, Inc. (“CPI”) to manage the SHF Grants; and

WHEREAS, the Parties must adhere to the terms and conditions of these grant awards in order to receive reimbursement from the agencies making those awards; and

WHEREAS, the County has competitively procured a prime contractor and project manager for the project, McKinstry, and the FTW and the County intend to enter into an agreement with the Contractor to complete the construction activities for this project; and

WHEREAS, the FTW has contracted with Form+Works Design for architectural services and Barbizon for lighting, curtains, and other elements for the stage and performance aspects of the venue (together with McKinstry the “Contractors”); and

WHEREAS, the Parties have agreed that the FTW will pay the contractors directly and be reimbursed by the County so that the FTW may apply for State Historic Tax Credits for the Project; and

WHEREAS, the Parties desire to formalize and reduce to writing the processes by which they will cooperate to ensure grant compliance and a successful project that benefits Huerfano County residents and brings the Theatre closer to a state of good repair.

[Remainder of Page Intentionally Left Blank]

AGREEMENT

In consideration for the promises herein, the recitals, and other good and valuable consideration, the Parties agree as follows.

Section 1. Authorizations

- A. The County hereby grants the FTW the authority to proceed with the project as outlined in the construction documents attached hereto as Exhibit A.
- B. The FTW agrees to continue to coordinate with the County on the project and keep the County informed of project progress and any issues or concerns that might arise during the project.
- C. The County agrees to provide guidance and oversight of the project and allow the FTW or the Contractor use of County resources including, but not limited to, staff time and equipment for the project subject to availability and approval of the County Administrator.
- D. The FTW agrees to provide the County with copies of all plans, designs, and project closeout materials.

Section 2. Financial Considerations.

- A. The FTW will invoice the County for all project activities eligible for reimbursement through the DOLA grant. The reimbursement requests will include copies of all invoices from and supplemental materials provided by the Contractors as well as any breakdown provided by CPI for SHF reimbursement.
- B. The County will reimburse the FTW within 10 business days for construction activity expenses up to a maximum of \$2,030,352. The County may increase this maximum without further amendment of this contract, subject to approval of the Board of County Commissioners.
- C. The County will be responsible for coordinating reimbursement requests with DOLA. As the County will be reimbursing the FTW as expenses occur, these reimbursements will remain with the County.
- D. The FTW will return the funds in excess of the DOLA award, 26% of the reimbursements issued by the County to FTW. The County will invoice the FTW on a regular basis not less than quarterly. The County will adjust these invoices to account for the CEO grant. The total amount of the funds to be returned to the County will not exceed \$530,352.
- E. The County agrees to work with the FTW to ensure adequate cash flow to complete the project.

Section 3. Oversight.

- A. The County, through the Administrator or his designee, will review and monitor the operations and performance of the FTW under this agreement and the grant agreements, including but not limited to review of financial records and programmatic documents.
- B. The parties agree to comply with the oversight and compliance guidance from CPI.

Section 4. Term and Termination.

- A. Term. This Agreement shall be in full force and effect from January 1, 2025 until the end of the Day on December 31, 2025.
- B. Extension. This agreement may be extended by mutual agreement of the parties if the project continues past the project end date.

Section 5. General Provisions.

- A. Amendments. Any amendment or addition to this Agreement must be in writing, approved and signed by both Parties to this Agreement.
- B. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- D. Venue. Venue to any action arising from this Agreement shall lie in the state courts in Huerfano County, Colorado. Each Party submits to the jurisdiction and venue of this court and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue and any right it may have to remove an action to federal court.
- E. Waiver of Right to Jury Trial. Each party waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or in connection with this Agreement.
- F. Independent Contractors. The Parties are independent contractors in all matters concerning this Agreement. Nothing in this Agreement creates a joint venture, partnership, or employment relationship between the Parties. No Party will be liable for the debts, liabilities, or obligations of the other Parties. No Party is acting as the agent of partner of the other Parties or any of them and no Party will hold itself out as such. No Party has the authority to bind the other Parties or any of them.
- G. Force Majeure. No Party will be considered in default under this Agreement to the extent that such performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disaster, pandemic or other state or county declared health emergency, riot, war, terrorism, labor disputes, or civil strife.
- H. Entire Agreement. This Agreement states the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements.
- I. Waiver. The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.
- J. Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Agreement.
- K. Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signature), all of which taken together will constitute one and the same agreement.

[Remainder of page intentionally left blank.]

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

Huerfano County, Acting by and through its Board of County Commissioners

By: _____

Date Signed: _____

Name:

Title: Chairman, Board of County Commissioners

Attest:

By: _____

Date Signed: _____

County Clerk and Recorder

.....

Spanish Peaks Community Foundation, Inc. dba Fox Theatre Walsenburg.

By: _____

Date Signed: _____

Name: Sarah Jardis

Title: President

Attest:

By: _____

Date Signed: _____

Name: Mike Peters

Title: Executive Director

**SAN ISABEL ELECTRIC ASSOCIATION INC. (SIEA)
NEW SERVICE CONTACT FORM**



DATE: 12/17/24 WO# 240412
 Name: Huerfano County Of
 Service Address: 129 Kansas Avenue, Walsenburg
 Mailing Address: _____

CONTRACTOR INFO

General: _____ N/A
 Building: _____ N/A
 Electrical: _____ N/A

LEGAL DESCRIPTION

Township: 28 Range: 66 Section: 9 Grid: 27 Map: J7
 Subdivision: Walsenburg Filing: _____ Lot: _____
 Name(s) of owners: Same as above

SERVICE INFORMATION

COMMERCIAL OR RESIDENTIAL SINGLE PHASE (Circle all that apply)
 VOLTAGE: 120/240 AMPS: 100 200 320 PEDESTAL METER POLE
 400 (Will be metered at transformer(s) only)
COMMERCIAL THREE PHASE (Circle all that apply)
 VOLTAGE: 120/240 120/208 240/480 277/480 480
 AMPS: 100 200 320 400 600 800 1000 Other: _____

RIGHT OF WAY (Check all that apply)

PERMITS: Highway _____ County _____ Railroad _____ BLM _____ State Land _____
 Line on Member only _____ Clearing by Member _____ Clearing by SIEA _____
 Other owners crossed _____

HEATING (Check all that apply)

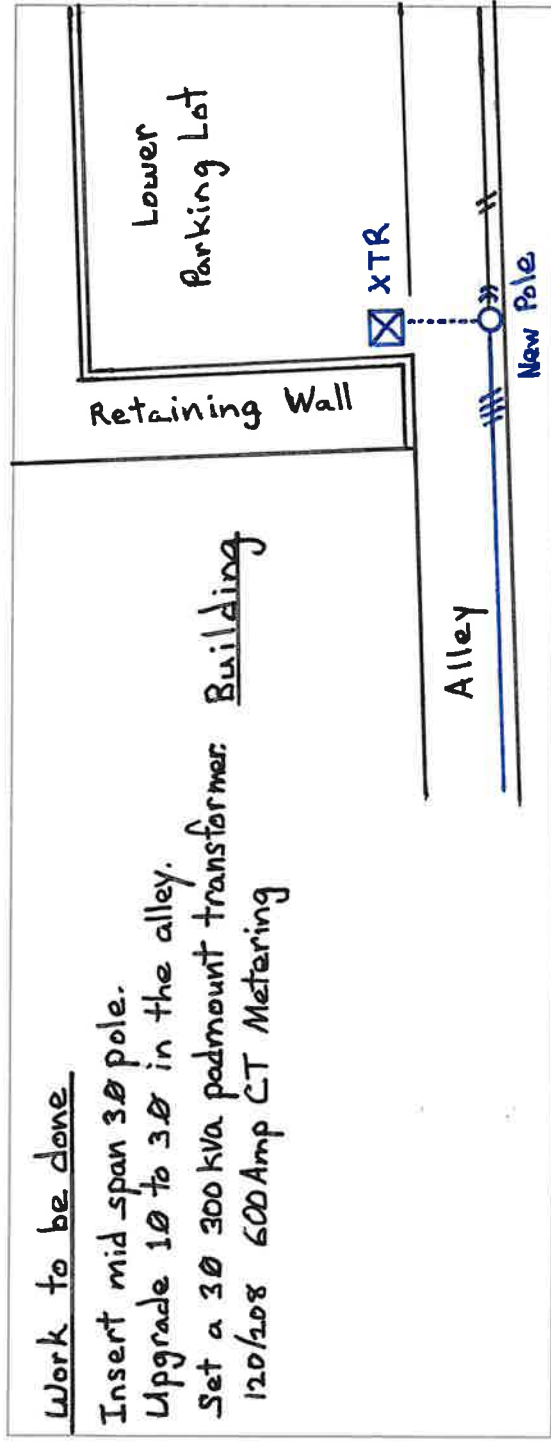
Propane _____ Natural Gas _____ Electric _____ Other _____
 E.T.S. _____ Refer to Energy Services Manager 719-647-6242

OTHER (Member or representative will read and initial all below)

- All services over 240 volts or 320 amps will be instrument metered at the transformer(s).
- All R.O.W clearing will be 10 feet either side of the staked center line.
- Member may only clear R.O.W on their property.
- Any joint trench must be approved and coordinated with SIEA in advance.
- Note all buried utilities, septic, and leach fields on sketch below.
- Member will provide all wire for temporary or construction power if needed.
- Any changes to the job after the contracts have been signed may result in construction delays and possible cost increases.
- Member agrees not to block access to transformer or meter location.

Comments: _____

SKETCH



Estimate Amount: _____ Contract Terms: _____

Prepayment Amount: **\$40,441.00 + \$4,000.00 Deposit**

Member or Representative: _____

David Andreatta



Item 101.

INVOICE: 20243425

Invoice Date: 12/17/2024
 Terms: NET 30
 Due Date: 01/16/2025
 Amount Due: \$ 40,441.00

HUERFANO COUNTY
 P O BOX 388
 WALSENBURG CO 81089

Account: 2192
 Description: CONTRIBUTION WO# 240412 Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CATALOG ITEM: CONT CONTRACTOR BILLING	1.000	EA	40,441.0000	40,441.00	

MESSAGES	
Process Payment online through secure Smarthub portal with invoice account number and last name at https://siea.smarthub.coop/PayNow.html	Subtotal: \$ 40,441.00
Paperless invoicing will be coming soon. Please contact kacey.lopez@siea.com or call 719-647-6245 to opt out.	Tax: \$ 0.00
	Total: \$ 40,441.00
	Amount Paid: \$ 0.00
	Amount Due: \$ 40,441.00

RETURN BOTTOM PORTION WITH PAYMENT

Account:	2192
Invoice:	20243425
Due Date:	01/16/2025
Amount Due:	\$ 40,441.00
Amount Of Payment:	_____



HUERFANO COUNTY
 P O BOX 388
 WALSENBURG CO 81089

Plus a \$4,000.00 deposit



781 East Industrial Blvd.
Pueblo West, Colorado 81007
719-547-2160
Fax 719-547-0732
www.siea.com

Huerfano County Of
401 Main Street, Suite 310
Walsenburg, Co, 81089

Work Order # 240412

Dear Member,

Enclosed are the following documents, Line Extension Contract and Agreement for Permanent Service, an Easement Form, and an invoice for work, once these documents are signed and witnessed, return them with your payments of \$40,441.00 within 30 days. Payment can be processed online at <http://siea.smarthub.coop/PayNow.html> or in person at any SIEA Office or returned to our mailing address provided. The work order number and invoice number are required to receive payment.

The prices quoted are guaranteed for thirty (30) days from the date on the Line Extension Contract and Agreement for Electric Service after which they become subject to review and possible revision due to changes in cost of construction.

If you proceed with the installation of electric service to your property, and if, during the term of your contract, we tap that installation to serve another party, it is San Isabel's Policy to prorate the balance still owed, and any monies paid in advance, on the shared portion of the installation among the parties involved.

These costs are contingent upon the meter entrance location which was mutually agreed upon. Any changes to the agreed upon meter location will change the cost. If the meter location is changed, the enclosed contract is incorrect and a new contract must be written to reflect the changes.

A \$4,000 deposit will be needed for a service of this size.

If you have any questions or if we can be of further assistance, please contact this office.

Sincerely,

Engineering Technician
SAN ISABEL ELECTRIC ASSOCIATION , INC.
David Andreatta

INFORMATION SHEET FOR MEMBERS REQUESTING ELECTRIC SERVICE

Item 10l.

WO #: 240412

Date: 12/17/2024

MEMBER NAME: Huerfano County Of

Please sign and return to this office all the forms indicated below along with the enclosed invoice and a check in the amount of \$44,441.00 to provide electric service to your property at 129 Kansas Avenue , Walsenburg, Co, 81089 (See attached letter for an explanation of these charges.) Also, give this form to your electrical contractor to assist him in the proper installation and the scheduling thereof.
Plus a \$4,000.00 deposit.

Permanent Service Agreement, in duplicate. Both copies must be returned. A copy executed by San Isabel will be returned to you for your records.

Easement Form (Must be notarized)

Member Contact Form

ALL electrical services must be approved by the appropriate Electric Inspector In your area before San Isabel can connect your meter. Any questions regarding inside wiring or the wiring from the SIEA meter location should be directed to the appropriate inspector in you area.

Luke Hanson

Luke Hanson

Email: Luke.C.Hanson@state.co.us

Phone: 303-869-3475

Coverage: Town of Rye, Huerfano, and Las Animas Counties

ADDITIONAL INFORMATION

San Isabel will provide a meter main or a pedestal or on a meter pole which will be located a minimum of 20 feet from the structure it will serve. San Isabel will install a meter and leave the main breaker off until we receive notification from the electrical inspector that your work has been approved. The total length of the service from the transformer to the meter will not exceed 200 feet. **San Isabel is not responsible for voltage problems which occur on the members side of the main breaker because of excessive length of member's secondary.**

If the service will be underground and Instrument metered at the transformer, the member will provide all secondary cable from member's termination point to the transformer, unless otherwise agreed upon by San Isabel.

ELECTRICAL SERVICE AGREEMENT BETWEEN SAN ISABEL
ELECTRIC ASSOCIATION, INC. AND

Huerfano County Of

THIS AGREEMENT made and entered into this, ____ day of ____, 20 __, by and between SAN ISABEL ELECTRIC ASSOCIATION, INC., a Corporation organized and existing under and by virtue of the laws of the State of Colorado, and having its principal office in Pueblo West, County of Pueblo, State of Colorado, (hereinafter referred to as the Utility) and Huerfano County Of (hereinafter referred to as the Member)

The undersigned hereby agrees to purchase electric energy from the Utility under the following terms and conditions:

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto contract and agree with each other as follows:

ARTICLE I Contingencies

- A. If applicable this contract is contingent upon the Association obtaining the necessary right-of-way to construct the electric facilities along the route upon which the cost is based.
- B. If applicable, this contract is contingent upon the Association obtaining the signed contracts and financial contributions from all parties to the construction of this line prior to beginning.
- C. If applicable, by signing this Agreement the consumer assigns ownership of all conduit used on this work order to the utility.

ARTICLE II

This contract shall be in force for a period of five year(s) use of electricity beginning from the date the Member takes service or within ninety (90) days after the Utility makes service available, whichever comes first. The Utility agrees to sell and deliver to the Member and the Member agrees to buy and receive from the Utility. all of the electric energy used at the point of delivery herein specified for a maximum demand of approximately 300 KVA

ARTICLE III

Electric energy to be supplied by the Utility hereunder, shall be Three, 120/208, 60Hz nominally stated and delivered from the Utility's system to the Member's property located at 129 Kansas Avenue , Walsenburg Co, 81089, in Huerfano County, Colorado, Section 9, Township 28, Range 66. The Member shall construct, own and operate its line or lines, to the point of connection with the Utility. The point of delivery shall be 600 AMP at the Transformer Low Side Bushings serving the Member. The location of the meter shall be determined by the Utility. The Utility shall install, own and maintain the necessary meters and metering equipment that may be required to administer the rate schedule.

ARTICLE IV

Bills will be rendered to the Member each month by the Utility at the rate and under the terms and conditions set forth in the agreement for electric energy delivered during the preceding month and for any minimum charge that may be due for said month. Member agrees to pay all such bills at the office of the Utility in Pueblo West, Colorado, within ten (10) days after the date thereof. The period of time referred to herein as a month, means the period intervening between meter readings for the purpose of monthly billing, which readings, will be taken once a month.

The Member shall pay as a minimum monthly bill for the electric service at the C2 rate class, the amounts determined by San Isabel Electric Assn. Inc.'s tariffs.

The preceding rate components are those in effect as of the date of this contract and are subject to change. The rate shall only be changed in a lawful manner.

A nonrefundable Contribution in Aid of Construction for New Facilities in the amount of \$40,441.00 plus the tapping fee in the amount of \$0.00 for a total of \$40,441.00.

WO # 240412

ARTICLE V. If the Member violates any terms of this contract in any manner, including failure to pay any bill accruing under this Contract on or before the 20th day after the due date of such bill. the Utility is hereby authorized and empowered to discontinue the supply of electric energy provided at least seven (7) days notice of such intention to discontinue the service, unless the Member shall make good such failure or shall pay such bill before the expiration of said seven (7) day period.

ARTICLE VI. The schedule of rates are subject to change by the Utility, only if approved according to law. In the event of such change, the new rates shall apply to this Contract the Member will comply with and be bound by the provision of the Certificates of Incorporation and Bylaws of the Utility and such rates and regulations as may from time to time be adopted by the Utility

ARTICLE VII. Member will furnish at no cost to the Utility, the rights-of-way necessary for the installation and maintenance of the Utility's lines and equipment to provide service to the Member and hereby agrees to the right of ingress and egress by the Utility to operate, maintain, and remove said lines and equipment

ARTICLE VIII. The Utility shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such supply shall fail or be interrupted, or become defective through an act of God, or the public enemy or by accident, strikes, labor troubles, or by action of the elements. or inability to secure rights-of-way or other permits needed, or for any other cause beyond the reasonable control of the Utility, the Utility shall not be liable therefor.

If utilization of electric energy by Member should cause fluctuations or disturbances with the flow of energy on the distribution line in the opinion of San Isabel, which result in deterioration of service to their members. including telephone, television or other communication facilities services, San Isabel shall have the right to require the installation by Member of suitable apparatus to reasonably correct or limit such a fluctuation or disturbance at no cost to San Isabel. This corrective action shall be taken within a reasonable length of time after notification in writing to Member by San Isabel of any problem area If such corrective action is not taken in a timely manner, San Isabel shall have the right to have reasonable corrective measures taken and Member hereby agrees to pay all costs associated with such action.

ARTICLE IX. This Agreement shall be binding upon the heirs, successors, and assigns of the parties. If, and in the event the Member shall terminate service, he shall immediately pay any balance on the construction costs of said line or Member may assign said line and cause the assignee who may take service at said location to assume the payment of the balance due on said construction costs. In the event the Member fails to cause such assumption by any successor or assignee, the whole balance shall become due and payable to the Utility by the Member and service to said location shall terminate unless arrangements, acceptable to the Utility, are made to discharge the unpaid balance

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials.

Huerfano County Of

Date: _____

MEMBER

401 Main Street, Suite 310, Walsenburg, Co, 81089

Witness: _____

ADDRESS

FOR SAN ISABEL ELECTRIC ASSOCIATIONS USE BELOW

Date: _____

SAN ISABEL ELECTRIC ASSOCIATION, INC.

By: _____

ELECTRICAL SERVICE AGREEMENT BETWEEN SAN ISABEL
ELECTRIC ASSOCIATION, INC. AND

Huerfano County Of

THIS AGREEMENT made and entered into this, ____ day of ____, 20__, by and between SAN ISABEL ELECTRIC ASSOCIATION, INC., a Corporation organized and existing under and by virtue of the laws of the State of Colorado, and having its principal office in Pueblo West, County of Pueblo, State of Colorado, (hereinafter referred to as the Utility) and Huerfano County Of (hereinafter referred to as the Member)

The undersigned hereby agrees to purchase electric energy from the Utility under the following terms and conditions:

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto contract and agree with each other as follows:

ARTICLE I Contingencies

- A. If applicable this contract is contingent upon the Association obtaining the necessary right-of-way to construct the electric facilities along the route upon which the cost is based.
- B. If applicable, this contract is contingent upon the Association obtaining the signed contracts and financial contributions from all parties to the construction of this line prior to beginning.
- C. If applicable, by signing this Agreement the consumer assigns ownership of all conduit used on this work order to the utility.

ARTICLE II

This contract shall be in force for a period of five year(s) use of electricity beginning from the date the Member takes service or within ninety (90) days after the Utility makes service available, whichever comes first. The Utility agrees to sell and deliver to the Member and the Member agrees to buy and receive from the Utility. all of the electric energy used at the point of delivery herein specified for a maximum demand of approximately 300 KVA

ARTICLE III

Electric energy to be supplied by the Utility hereunder, shall be Three, 120/208, 60Hz nominally stated and delivered from the Utility's system to the Member's property located at 129 Kansas Avenue , Walsenburg Co, 81089, in Huerfano County, Colorado, Section 9, Township 28, Range 66. The Member shall construct, own and operate its line or lines, to the point of connection with the Utility. The point of delivery shall be 600 AMP at the Transformer Low Side Bushings serving the Member. The location of the meter shall be determined by the Utility. The Utility shall install, own and maintain the necessary meters and metering equipment that may be required to administer the rate schedule.

ARTICLE IV

Bills will be rendered to the Member each month by the Utility at the rate and under the terms and conditions set forth in the agreement for electric energy delivered during the preceding month and for any minimum charge that may be due for said month. Member agrees to pay all such bills at the office of the Utility in Pueblo West, Colorado, within ten (10) days after the date thereof. The period of time referred to herein as a month, means the period intervening between meter readings for the purpose of monthly billing, which readings, will be taken once a month.

The Member shall pay as a minimum monthly bill for the electric service at the C2 rate class, the amounts determined by San Isabel Electric Assn. Inc.'s tariffs.

The preceding rate components are those in effect as of the date of this contract and are subject to change. The rate shall only be changed in a lawful manner.

A nonrefundable Contribution in Aid of Construction for New Facilities in the amount of \$40,441.00 plus the tapping fee in the amount of \$0.00 for a total of \$40,441.00.

WO # 240412

ARTICLE V. If the Member violates any terms of this contract in any manner, including failure to pay any bill accruing under this Contract on or before the 20th day after the due date of such bill. the Utility is hereby authorized and empowered to discontinue the supply of electric energy provided at least seven (7) days notice of such intention to discontinue the service, unless the Member shall make good such failure or shall pay such bill before the expiration of said seven (7) day period.

ARTICLE VI. The schedule of rates are subject to change by the Utility, only if approved according to law. In the event of such change, the new rates shall apply to this Contract the Member will comply with and be bound by the provision of the Certificates of Incorporation and Bylaws of the Utility and such rates and regulations as may from time to time be adopted by the Utility

ARTICLE VII. Member will furnish at no cost to the Utility, the rights-of-way necessary for the installation and maintenance of the Utility's lines and equipment to provide service to the Member and hereby agrees to the right of ingress and egress by the Utility to operate, maintain, and remove said lines and equipment

ARTICLE VIII. The Utility shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such supply shall fail or be interrupted, or become defective through an act of God, or the public enemy or by accident, strikes, labor troubles, or by action of the elements. or inability to secure rights-of-way or other permits needed, or for any other cause beyond the reasonable control of the Utility, the Utility shall not be liable therefor.

If utilization of electric energy by Member should cause fluctuations or disturbances with the flow of energy on the distribution line in the opinion of San Isabel, which result in deterioration of service to their members. including telephone, television or other communication facilities services, San Isabel shall have the right to require the installation by Member of suitable apparatus to reasonably correct or limit such a fluctuation or disturbance at no cost to San Isabel. This corrective action shall be taken within a reasonable length of time after notification in writing to Member by San Isabel of any problem area If such corrective action is not taken in a timely manner, San Isabel shall have the right to have reasonable corrective measures taken and Member hereby agrees to pay all costs associated with such action.

ARTICLE IX. This Agreement shall be binding upon the heirs, successors, and assigns of the parties. If, and in the event the Member shall terminate service, he shall immediately pay any balance on the construction costs of said line or Member may assign said line and cause the assignee who may take service at said location to assume the payment of the balance due on said construction costs. In the event the Member fails to cause such assumption by any successor or assignee, the whole balance shall become due and payable to the Utility by the Member and service to said location shall terminate unless arrangements, acceptable to the Utility, are made to discharge the unpaid balance

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials.

Huerfano County Of

Date: _____

MEMBER

401 Main Street, Suite 310, Walsenburg, Co, 81089

Witness: _____

ADDRESS

FOR SAN ISABEL ELECTRIC ASSOCIATIONS USE BELOW

Date: _____

SAN ISABEL ELECTRIC ASSOCIATION, INC.

By: _____

SAN ISABEL ELECTRIC ASSOCIATION, INC
EASEMENT I

WO # 240412

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (referred to in the plural whether one or more) for a good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant unto SAN ISABEL ELECTRIC ASSOCIATION, INC., a cooperative corporation of the State of Colorado, (hereinafter called the "Cooperative") whose mailing address is 781 East Industrial Blvd., Pueblo West, CO 81007, and to its successors and assigned a perpetual right-of-way easement, for the power line designed as of or as constructed from that design and more particularly described as ten (10) feet either side of the centerline of the power line as built within: 128 KANSAS AVENUE, WALSENBURG

County of Huerfano County, State of Colorado

Book _____, Page _____, Section 9, Township 28, Range 66

For the cooperative to have and to hold for the purposes of constructing, re-constructing, altering, extending, operating, inspecting, repairing, maintaining, retiring, and extending from time to time over and across the above-described lands, either above or below the ground level, or both, an electric line or system for transmission, distribution, and/or for communication signals, and/or any other joint use, all as the Cooperative shall find necessary and deem advisable; and to cut and trim and to control by machinery or otherwise, the trees and shrubbery to the extent necessary to eliminate any interference with or threat to the said line or system and to permit access at all times to the line for all the purposes above enumerated, together with the right of ingress, and egress from, said above described tract of land from adjoining lands of owned by the grantor, same to be held and enjoyed by the grantee, its successors and assigns.

Upon the original construction of the line, the land to which this easement applies shall thereupon become certain as defined by the actual line together with 10 feet either side of the centerline, as constructed, at all points to permit access for all of the purposes above enumerated; provided, however, that if the original construction does not completely cross the above-described land, this easement shall also apply to the extension of the line completely across said property. The undersigned agrees to not place, within ten (10) feet either side of the centerline of said underground or overhead electric line or system, buildings, structures, piles of earth, rubbish, debris, trees, shrubbery, or other substances or materials.

The undersigned grants to Cooperative the right of access for ingress and egress over the lands above-described and the right to use the roads or trails, whether public, private, or dedicated, to install, maintain, and use gates and fences presently installed or as may be installed from time to time. And further agrees that all facilities installed by or for the Cooperative shall remain the property of the Cooperative, removable at the option of the Cooperative;

The undersigned agrees that the failure to enforce all or any portion of this easement by the Cooperative shall not be deemed acquiescence or waiver by the Cooperative of any of its hereby expressed rights.

The undersigned agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative.

The undersigned warrants that (s)he is (they are) the owner(s) in fee of the above-described lands and will defend the title thereto against all claims, and that said lands are free and clear of encumbrances and liens of whatsoever character, except the following:

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 20____

HUERFANO COUNTY

(Signature)

(Signature)

(Print Name)

(Print Name)

NOTARY USE ONLY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before this _____ day of _____, 20____. NOTARY

PUBLIC: _____

My Commission Expires _____

My address is _____

SEAL



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: January 14, 2025

ITEM NAME: DOI BWR Small-Scale Water Efficiency Grant

SUBMITTED BY: Carl Young

SUMMARY: This is a request to approve an application to the Department of the Interior, Bureau of Reclamation WaterSMART Small-Scale Water Efficiency Projects Grant in the amount of \$45,000 with another \$45,000 required in match from the County. If awarded this grant will fund the addition of Advanced Metering Infrastructure (AMI), telemetry, and a Supervisory Control and Data Acquisition and Automation (SCADA) system, which will enable the County to operate and monitor critical components of the system remotely which will include the wells, tank levels, and meter reading. This will improve service quality and reliability for system users.

RECOMMENDATION: Motion to approve the application to the Bureau of Reclamation WaterSMART Small-Scale Water Efficiency Program in the amount of \$45,000 with another \$45,000 in County matching funds.

BACKGROUND: In consultation with GMS, Inc., we have identified two priorities to better manage the Gardner Public Improvement District’s water distribution system:

Telemetry and SCADA to be added to the wells to ensure its proper operation and monitor the tank level. This will allow the County to remotely monitor the system to ensure there is not a waste of water. There is a need to operate remotely in order to restart or stop the well pumps if they are not working properly. Additionally, there are times it will need to be turned on remotely, as when there is a fire in the area and the water tank needs to be continuously filled.

AMI will be added as part of the water meter system. This will allow for real time water usage data from all the customers and allow for the customer leaks and breaks to be identified within 24 hours rather than on

a monthly basis (what is done currently). The County can notify the customer without traveling to the location of the leak/break.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

December 16, 2024

Huerfano County
401 Main St

Walsenburg, Colorado 81089

Attention: Carl Young

Quotation: JL27762757P
Project: Huerfano County - Courthouse
Holding Room Door
401 Main St
Walsenburg, Colorado 81089

Project Investment

Total \$6,335.22

Scope of Work

Convergint will pull cable from the 1st floor Security Head End Room to the holding room door on the 2nd floor.

Convergint will replace the existing lock on the holding room door and install a new lock that is locked from both sides.

Convergint will install a 2nd card reader on the holding room door.

Convergint will terminate the cable to the door devices and the existing AMAG board.

Convergint will program and test the door

Cyber Security – Device Hardening / Password and Patch Management

Convergint’s Core Cyber hardening is an effort to provide a base level of cyber hygiene for the systems and devices provided by Convergint. Affected systems and devices can include network cameras, servers, workstations, networks, panels, controllers, and other networked devices. Unfortunately, within the security integration space, systems are often deployed in a predominantly default state; without adequate hardening and are often overlooked by traditional IT departments. Hostile actors can compromise these devices and systems to gain an initial foothold into an organization’s network and use security devices/systems as a bridgehead to delve deeper into the network.

To combat this risk, Convergint developed device and system hardening practices that, when employed, make systems exponentially more difficult to exploit. These practices align with NIST Framework, SANS Top 20 Security Controls and manufacturer specific hardening guides.

As defined by NIST, Convergint “develops and implements appropriate safeguards to ensure delivery of critical infrastructure service.” These safeguards include:

- Ensuring device firmware, credentials, and security settings are current and compatible with deployed applications.
- Installing applications and software while limiting the installation to only the required components, services, and ports.
- Establishing server and workstation controls to minimize additional risk by applying policies, strong credentials, firewall settings, and patches.
- Corroborating network settings and configurations to reduce points of vulnerability while maximizing performance.
- Providing system wide password and patch management.
 - Convergint utilizes encrypted SecretServer for storage of complex passwords

These core hardening practices are included in this proposal by default. As an additional service, Convergint can offer enhanced cyber security consultations as it relates to the systems we provide. These are workshops that provide additional recommendations and implementations to further reduce risk.

Change Control Parameters

Convergint is proud to present this proposal with a solution we believe meets your needs with our highly skilled team of Specialists to design, install, program, test and commission your system utilizing best-in-class manufacturer partners. Additional system capabilities or scope additions shall be assessed as additional scope and a change order with cost impact will be presented. Each change order will require written acceptance.

Clarifications and Exclusions

1. All work to be performed during normal business hours (7am-5pm)
2. Convergint PM to provide weekly updates.
3. Upon contract execution Convergint will invoice 50% of the project price for project setup, including: material procurement, engineering, permitting, allocation of resources and management.
4. After the initial invoice, monthly progress billing will include work performed and material shipped from manufacturer. Project specific schedule of values and percentages to be negotiated.
5. Convergint extends no warranty to existing devices or devices procured through other sources.
6. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

Bill of Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Holding Room Door				
2	1.00	LC-8272-24V LL 32D	Sargent Mortise Lock - Fail Safe - Locked from both sides	\$1,059.48	\$1,059.48
3	1.00	920NTNNEK000 00	R40 ICLASS SE READER, BLK, 18PIGTAIL, STANDARD CONFIG32 BIT	\$293.42	\$293.42
4	Cable & Misc.				
5	1.00	444351	22-06 Overall-Shielded Stranded Plenum Wht Jkt	\$332.84	\$332.84
6	1.00	MISC.	Misc. Equipment	\$166.44	\$166.44

Equipment Total	\$1,851.18
Total Labor & Travel	\$4,400.00
Freight	\$84.04
Estimated Sales Tax	\$0.00
Total Project Price	\$6,335.22

Total Project Investment:

\$6,335.22

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Convergent
Justin Land

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

December 16, 2024

Authorized Signature

Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the site which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent;
- d. To remove site obstacles and job safety hazards;
- e. To promptly participate and approve acceptance testing, if applicable;
- f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>, "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.

CONTRACT FOR SERVICES AGREEMENT
Custodial Contractor for the Huerfano County Judicial Center

This Agreement, entered into this **14th Day of January 2025**, 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 LG Maintenance Enterprises, LLC whose address is 502 County Road 232, Walsenburg, CO 81089, hereinafter referred to as “Contractor”.

WHEREAS, the County requires the services of a Custodial Contractor for the Huerfano County Judicial Center, located at 200 West 5th Street, Walsenburg, CO 81089, hereinafter referred to as the “facility”; and,

WHEREAS, the facility is primarily occupied by the Huerfano County Combined Courts, hereinafter referred to as the “Courts”;

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 January 2025** until the **31st day of December 2026**.
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. Provide daily or regularly scheduled cleaning of the interior common areas of the facility including floors, surfaces, and windows.
 - b. Alert County Maintenance Staff to any plumbing, mechanical, electrical, technological or other maintenance issues that may be observed in the course of their duties.
 - c. Assist County Maintenance Staff with snow removal on the grounds of the facility particularly around entry points and areas of particular concern, such as handicap parking spaces.
 - d. Coordinate daily trash removal from the facility with County Maintenance Staff.
 - e. Coordinate cleaning of offices and workspaces with the Courts’ staff as may be requested from time to time.
 - f. Provide daily or regularly scheduled landscape maintenance for the facility, including weed removal, plant and shrub care and fertilization, bed maintenance, and irrigation as needed.
3. Any personnel assigned to the facility by the Contractor, must meet any security requirements set by either the Courts or the County. The Contractor will provide to the County, before the commencement date of this contract, a list of personnel to be assigned to work at the facility. The County will coordinate with the Courts and provide the Contractor any documentation that needs to be completed to meet said security requirements.
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 **\$3,250 per month** in consideration of the described work elements above.
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. However, the Contractor may utilize County equipment and supplies with prior approval.
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: _____
Name: TBD
Title: Chairman, Board of County Commissioners

Date Signed: _____

ATTEST:

By: _____
County Clerk and Recorder

LG Maintenance Enterprises, LLC

By: _____
Name: Leon Guitierrez
Title: Owner

Date Signed: _____

Cash Requirement Summary (APLT30)			Huerfano County		
Fund	Cash Account	Cash Balance	AP Cash Pending	GL Cash Pending	Cash Available
001 GENERAL FUND	001-00000-10200	\$1,204,839.93	(\$24,044.44)	\$0.00	\$1,180,795.49
002 ROAD & BRIDGE FUND	002-00000-10200	\$820,020.08	(\$149.00)	\$0.00	\$819,871.08
051 P.I.L.T.	051-00000-10200	(\$197,037.92)	(\$17,638.20)	\$0.00	(\$214,676.12)
070 GARDNER PUBLIC IMP DISTRICT	070-00000-10200	\$71,306.24	(\$385.31)	\$0.00	\$70,920.93
Grand Totals:		\$1,899,128.33	(\$42,216.95)	\$0.00	\$1,856,911.38

Approved by-----

Approved on Date: _____

County Commissioner: _____
County Commissioner: _____
County Commissioner: _____

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
1048	GARDNER PUBLIC IMPROVEMENT			
Jan 2025		Water and Sewer Billing (Dec 2024)	SEWER/WATER/TRASH	\$68.00
Jan 2025		Water and Sewer Billing (Dec 2024)	SEWER/WATER/TRASH	\$68.00
Subtotal for Vendor 1048 - GARDNER PUBLIC IMPROVE				\$136.00
1135	SAN ISABEL ELECTRIC			
3468000 Jan 25		Acct 3468000 DTR TOWR Sheep Mtn utility billing 11/23/24 to 12/23/24	UTILITIES	\$401.31
919000 Jan 25		Acct 919000 Treatment Plant Utility billing 11/15/24 to 12/15/2024	UTILITIES	\$105.73
925100 Jan 25		Acct 925100 Gardner Utility billing 11/23/24 to 12/23/24	UTILITIES	\$243.70
926500 Jan 25		Acct 926500 28 CO Rd 632 utility billing 11/23/24 to 12/23/24	UTILITIES	\$77.61
926800 Jan 25		Acct 926800 Jan 25 Utility Billing 11/23/24 to 12/23/24	UTILITIES	\$103.86
931100 Jan 25		Acct 931100 Gardner Well 3 Utility billing 11/23/24 to 12/12/24	UTILITIES	\$35.88
Subtotal for Vendor 1135 - SAN ISABEL ELECTRIC :				\$968.09
1159	DISTRICT HEALTH DEPT.			
Jan 2025		January 2025 Monthly allocation per the budget	HEALTH PAYMENTS	\$13,000.00
Subtotal for Vendor 1159 - DISTRICT HEALTH DEPT. :				\$13,000.00
1228	SPANISH PEAKS REGIONAL			
Jan25		Walsenburg Comm Center Rental Refund	DEPOSIT REFUNDS WALSENBUR CC	\$300.00
Subtotal for Vendor 1228 - SPANISH PEAKS REGIONAL				\$300.00
1369	THE TOWN OF LA VETA			
Jan 2025		Water and Sewer billing (Dec 2024)	SEWER/WATER/TRASH	\$81.00
Subtotal for Vendor 1369 - THE TOWN OF LA VETA :				\$81.00
2677	DISTRICT ATTORNEY			
Jan 2025		Balance owed for Jan 2025 allocated monthly payment	D.A. PAYMENTS	\$707.66
Subtotal for Vendor 2677 - DISTRICT ATTORNEY :				\$707.66

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
4409		COUNTY HEALTH POOL		
1		CHP 3 Month Runout Admin Charge	PROFESSIONAL SERVICES	\$8,514.00
Subtotal for Vendor 4409 - COUNTY HEALTH POOL :				\$8,514.00
5024		PRO COM		
116572		Pre-employment Drug Test	PREEMPLOYMENT DRUG TESTING	\$122.00
Subtotal for Vendor 5024 - PRO COM :				\$122.00
7897		BOKF NA		
5147406		Bond Trustee Fee	BOND TRUSTEE FEE (NJC)	\$500.00
Subtotal for Vendor 7897 - BOKF NA :				\$500.00
7967		AXIOM HUMAN RESOURCE		
144811		System Access	PROFESSIONAL SERVICES	\$250.00
Subtotal for Vendor 7967 - AXIOM HUMAN RESOURCE :				\$250.00
8384		CONVERGINT		
INV00289254		10-Year Door License	HELP AMERICA VOTE ACT GRANT	\$17,638.20
Subtotal for Vendor 8384 - CONVERGINT :				\$17,638.20

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			Grand Total:	\$42,216.95

Approved Invoices - Fund/Dept. Totals		
Fund	Fund Total	Fund Name
001 GENERAL FUND		
40127	OTHER ADMINISTRATION	\$122.00
40600	PUBLIC WORKS	\$650.78
41510	DISTRICT ATTORNEY	\$707.66
42110	SHERIFF	\$250.00
44110	HEALTH DEPARTMENT	\$13,000.00
47900	ADMINISTRATION	\$8,514.00
50100	PARKS AND RECREATION	\$300.00
50200	JUDICIAL CENTER	\$500.00
		<hr/>
		\$24,044.44
002 ROAD & BRIDGE FUND		
43080	R/B ADMINISTRATION	\$149.00
		<hr/>
		\$149.00
051 P.I.L.T.		
47200	PILT	\$17,638.20
		<hr/>
		\$17,638.20
070 GARDNER PUBLIC IMP D		
49100	GARDNER PUBLIC IMP DISTRIC	\$385.31
		<hr/>
		\$385.31
	Grand Total:	<hr/> \$42,216.95



Memorandum

TO: Boards of County Commissioners

CC : County Managers & Administrators

FROM : Kieran Boes, CCI

DATE : December 19, 2024

SUBJECT : **County Designation of 2025 Steering Committee Proxies**

[Per CCI's Bylaws](#), each county may designate a county staff member to serve as proxy; they are permitted to vote during steering committee meetings in the absence of a county commissioner. It is important to designate your county proxy to ensure a 65% majority is reached on votes and to complete a proper audit of votes.

This proxy:

- must be designated **annually** by the Board of County Commissioners
- may only vote for the **designated committee(s)**
- is **not permitted to vote for another county**.

Proxy forms are not needed for commissioners, only county staff; however, please complete one form per designee.

To appoint your county proxy, complete the attached form and return by Friday, January 24, 2025 to Kieran Boes at kboes@ccionline.org. Should you have any questions, Kieran can be reached via email.

CCI Bylaws: Article V, Voting Privileges

Section 3. Voting By Proxy. Voting by proxy is allowed at any steering, advisory or ad hoc committee meeting or meetings of sections appointed by the Board of Directors provided that the chair of the board of county commissioners or the city and county equivalent designate at least annually the proxy in writing to the Executive Director. A person so designated may cast a maximum of one vote at any steering, advisory or ad hoc committee meeting or Board appointed section meeting. Proxy voting is otherwise allowed at any other meeting only to the extent otherwise authorized herein, such as expressed by Section 5 of this Article, below. Notwithstanding any other provision of these bylaws, proxy voting for another county is not permitted in the selection of individuals to serve in leadership positions, including CCI officers, board representatives, steering committee chairs and vice-chairs, and district presidents and vice-presidents.



2025 Steering Committees Designation of Proxy

A Board of County Commissioners MAY designate a county staff member to serve as proxy and vote in the event of a commissioner absence during a Steering Committee meeting

The Board of County Commissioners designates Heather Wellman
(First & Last Name)

to serve as proxy on behalf of Huerfano county to the following
(County Name)

Steering Committee(s) during the 2025 session:

- Agriculture, Wildlife and Rural Affairs
- General Government
- Health and Human Services
- Justice and Public Safety
- Land Use and Natural Resources
- Public Lands
- Taxation and Finance
- Tourism, Resorts and Economic Development
- Transportation and Telecommunications

To be certified by the BOCC Chair:

Signed: _____
Board Chair

Date: _____

Contact Information of Proxy:

Counties will be contacted via e-mail regarding meeting details, including Zoom links

Name: Heather Wellman

Title: Director, Department of Human Services

E-Mail: heather.wellman@state.co.us

**Please submit to Kieran Boes at kboes@ccionline.org
by January 24, 2025**



2025 Steering Committees Designation of Proxy

A Board of County Commissioners MAY designate a county staff member to serve as proxy and vote in the event of a commissioner absence during a Steering Committee meeting

The Board of County Commissioners designates Carl Young
(First & Last Name)

to serve as proxy on behalf of Huerfano county to the following
(County Name)

Steering Committee(s) during the 2025 session:

- Agriculture, Wildlife and Rural Affairs
- General Government
- Health and Human Services
- Justice and Public Safety
- Land Use and Natural Resources
- Public Lands
- Taxation and Finance
- Tourism, Resorts and Economic Development
- Transportation and Telecommunications

To be certified by the BOCC Chair:

Signed: _____
Board Chair

Date: _____

Contact Information of Proxy:

Counties will be contacted via e-mail regarding meeting details, including Zoom links

Name: Carl Young

Title: County Administrator

E-Mail: cyoung@huerfano.us

**Please submit to Kieran Boes at kboes@ccionline.org
by January 24, 2025**

System Totals Report

Gardner Public Improvement District

Water 0045.0100 Sold This Month

152,400 Gallons

	Amount (\$)	# Of Accounts
Total Water 0045.0100	2,069.23	53
Total Sewer 0045.0200	2,184.00	71
Total Late Fee 0045.050	140.00	14
Total Adjustments		
Total Water Plant Inves	53.00	53
Total Other 3	12.00	4
Total Sewer Plant Inves	201.00	67
Total Current Charges	4,659.23	74
<hr/>		
Amount Past Due 1-30 Days	487.60	7
Amount Past Due 31-60 Days	236.40	2
Amount Past Due Over 60 Days	783.19	2
Amount Of Overpayments/Prepayments	(5,501.44)	65
Total Receivables	664.98	29

Total Receipts On Account	4,680.96	61
Net Change in Deposits	0.00	0
Amount of All Deposits	720.00	12
Amount of All Deposit 2	60.00	1
Turned Off Accounts (Amount Owed)	0.00	
Collection Accounts (Amount Owed)	-142.25	25
Number Of Unread (Turned On) Meters		1
Average Usage For Active Meters	2,875	53
Average Water 0045.0100 Charge For Active	39.04	53

Meters Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		0	0	0.00	0.00
40,001-50,000		0	0	0.00	0.00
30,001-40,000		0	0	0.00	0.00
20,001-30,000		0	0	0.00	0.00
10,001-20,000		1	14,430	9.47	4.10
8,001-10,000		3	27,370	17.96	8.08
6,001-8,000		2	13,930	9.14	4.66
4,001-6,000		5	24,740	16.23	9.99
2,001-4,000		19	53,940	35.39	33.54
1-2,000		20	17,990	11.80	34.41
Zero Usage		3	0	0.00	5.22
<hr/>					
Total Meters		53	152,400	100.00	100.00

System Totals Report

Gardner Public Improvement District

Monthly Reconciliation

Ending Receivables (Last Month)		686.71
Sales this Month	+	4,659.23
Adjustments this Month		0.00
Less Payments this Month	-	4,680.96
	=	<u>664.98</u>
Total Receivables		664.98
Ending Deposits (Last Month)		780.00
Changes this Month		0.00
	=	<u>780.00</u>
Total Deposits		780.00

Sales Summarized by Product

Site: **Spanish Peaks Airport**

Created on (UTC):

Terminal: M4000-4000155

Start Date: 12/1/2024

End Date: 12/31/2024

Name	Total Amount	Total Units	Total Count
100LL	\$5025.55	1005.110	31
Jet A	\$100.00	20.000	2

Running Totals

Number of Sales: 33

Sale Total: \$5125.55

Units Total: 1025.110

Huerfano County, Colorado

Activity Summary Report By Site For Account

Date Range From: 11/1/2024 12:00:01 AM To: 12/31/2024 12:59:59 PM

Account	Account Name	Transactions	Total Quantity	Total Amount
Site Id: 001	Site Name: Huerfano County	1038 Russel St, Walsenburg, Colorado, NA, 81089		
1	Road and Bridge	146	6,119.900	\$20,700.93
10	Emergency Management	12	133.000	\$362.52
11	Public Works	7	121.000	\$329.87
13	Communications	1	8.600	\$23.22
2	Las Animas Huerfano County Health Dept	5	78.400	\$213.11
3	Huerfano County Sheriffs Office	203	2,119.300	\$5,783.39
4	Huerfano County Administration	1	19.100	\$53.48
5	Huerfano County Assessor	1	12.200	\$32.94
6	Huerfano County Recreation	5	44.300	\$127.53
7	Department of Human Services	15	163.100	\$445.52
8	Building Department	6	62.800	\$169.91
Site Totals:		Transactions: 402	8,881.700	\$28,242.42
Grand Totals:		Transactions: 402	8,881.700	\$28,242.42

Huerfano County, Colorado

Activity Summary Report By Account For Product

Date Range From: 11/1/2024 12:00:01 AM To: 12/31/2024 12:59:59 PM

Product ID	Product Name	Transactions	Total Quantity	Total Amount
Account: 1		Account Name: Road and Bridge		
01	UNLEADED	38	628.500	\$1,719.67
06	#2 DIESEL	108	5,491.400	\$18,981.26
Totals for Account:			6,119.900	\$20,700.93

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 10		Account Name: Emergency Management		Item 11f.
01	UNLEADED	12	133.000	\$362.52
Totals for Account:			133.000	\$362.52

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 11		Account Name: Public Works		Item 11f.
01	UNLEADED	7	121.000	\$329.87
Totals for Account:			121.000	\$329.87

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 13		Account Name: Communications		Item 11f.
01	UNLEADED	1	8.600	\$23.22
Totals for Account:			8.600	\$23.22

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 2		Account Name: Las Animas Huerfano County Health Dept		<i>Item 11f.</i>
01	UNLEADED	5	78.400	\$213.11
Totals for Account:			78.400	\$213.11

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 3		Account Name: Huerfano County Sheriffs Office		Item 11f.
01	UNLEADED	202	2,115.600	\$5,770.07
06	#2 DIESEL	1	3.700	\$13.32
Totals for Account:			2,119.300	\$5,783.39

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 4		Account Name: Huerfano County Administration		Item 11f.
01	UNLEADED	1	19.100	\$53.48
Totals for Account:			19.100	\$53.48

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 5		Account Name: Huerfano County Assessor		Item 11f.
01	UNLEADED	1	12.200	\$32.94
Totals for Account:			12.200	\$32.94

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 6		Account Name: Huerfano County Recreation		Item 11f.
01	UNLEADED	4	38.300	\$105.93
06	#2 DIESEL	1	6.000	\$21.60
Totals for Account:			44.300	\$127.53

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 7		Account Name: Department of Human Services		Item 11f.
01	UNLEADED	15	163.100	\$445.52
Totals for Account:			163.100	\$445.52

Product ID	Product Name	Transactions	Total Quantity	Total
Account: 8		Account Name: Building Department		Item 11f.
01	UNLEADED	6	62.800	\$169.91
Totals for Account:			62.800	\$169.91

Report Product Totals

Product ID	Product Name	Transactions	Total Quantity	Total Amount
01	UNLEADED	292	3,380.600	\$9,226.24
06	#2 DIESEL	110	5,501.100	\$19,016.18
Totals For Report:			8,881.700	\$28,242.42

15-DPT-EX
REV.12/13

STATE OF COLORADO
DIVISION OF PROPERTY TAXATION
DEPARTMENT OF LOCAL AFFAIRS
1313 SHERMAN RM 419
DENVER, CO 80203

122324
PHONE (303) 864-7780
TTY (303) 864-7758

NOTICE OF FORFEITURE RESCINDED

OWNER NAME AND ADDRESS:	REFERENCE INFORMATION:
COLO SPRINGS ASTRONOMICAL SOCIETY, INC. P.O. BOX 16318 COLORADO SPRINGS CO 80835-6318	File No. 28-01101-01 County: HUERFANO Parcel: 27421

FINAL DECISION:
 The Division of Property Taxation issued a notice that exemption of the property had been forfeited. It has been determined that the described property is entitled to exemption and the Notice of Forfeiture is hereby rescinded. Exemption of the described property is hereby continued, effective JANUARY 1, 2024.

LEGAL DESCRIPTION
TWP 25 RNG 70: SEC 26: NE4SW4 EXCEPT THAT PARTLYING EAST OF PRIVATE ROAD OF CENTERLN ON E BOUNDARYCONTAINING 3.97AC GRAND TOTAL ACRES 35.12
 Address: N/A

DATED: _____


 JOANN GROFF
 PROPERTY TAX ADMINISTRATOR

(SEE REVERSE SIDE FOR AN EXPLANATION OF YOUR RIGHTS AND OPTIONS)



Hannah Welsh <hwelsh@huerfano.us>

Re: Position paper on cell towers, request for updated zoning

1 message

Cheri Chamberlain <cchamberlain@huerfano.us>

Thu, Jan 2, 2025 at 11:40 AM

To: healthyaging@proton.me, BOCC Correspondence <bocccmeeting@huerfano.us>

Cc: Building Department <building@huerfano.us>

Mary,
Received.
I will send this to get to the next BOCC meeting.
Best,

Cheri Chamberlain

Huerfano County
Building Inspector and Code Enforcement Officer
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 117 (Office)
(719) 248-6715 (Cell)
cchamberlain@huerfano.us

On Thu, Jan 2, 2025 at 11:30 AM 'healthyaging' via Building Department <building@huerfano.us> wrote:

I am submitting this paper, and its referenced documents, to be incorporated into the public comment for zoning changes—especially with regard to strengthening zoning requirements for the installation of cell towers, small cells^{9-A}, and all other associated wireless technology.

Unlimited Cell Towers for Huerfano County?

There's a Safer and Better Alternative!!!

Mary Jensen

December 31, 2024

Huerfano County administrators are in the process of revising their Multi-Hazard and Land Use Plans, upon which future decisions will be made, and which will affect all of us who live and work here. I am not an expert in health and medicine, or science, or politics, but all of these fields have greatly influenced what we, the public, need to know about the dangers of cell towers, small cell transmitters⁹, cell phones, and electromagnetic frequencies on insects, birds, and almost all plant and animal species of life on earth. Unfortunately, this information is *not* widely available in the main media. We are constantly bombarded with propaganda about how convenient wi-fi is...but we don't hear much about how dangerous it is.

please keep reading....

Politics in Medicine

In 1985, Robert Becker, MD published a fascinating book called The Body Electric⁸. Becker was doing research on the regeneration of destroyed limbs for the military. His work was ground breaking--he discovered the existence of electrical currents in parts of the nervous system that led to a better understanding of bone fracture healing, new possibilities for cancer research and hope for human regeneration of organs—even the heart and spinal cord. This knowledge of life’s electrical dimension yielded fundamental insights into pain, healing, growth, consciousness, and the nature of life itself. *It also revealed the dangers of electromagnetic technology.*

At that time, Becker tried to express his misgivings about the dangerous proliferation of electric power transmission lines. His political statements to bring awareness of these dangers created huge professional problems, which had decidedly negative effects on his ability to fund and continue the research he was doing. He discussed the problems he faced, over decades of research, by speaking truth to power.

The last chapter of his book, “Postscript: Political Science,” gives detailed examples of how scientists doing incredibly useful work were derailed by “*greedy, power-hungry, prestige seeking, dogmatic, pompous asses, not above political chicanery and outright lying, cheating and stealing...and how changes in the structure and funding of scientific institutions today have produced a situation so heavily weighted in favor of the establishment that it impedes progress in health care and prevents truly new ideas from getting a fair hearing, in almost all circumstances.*” [emphasis added, pp331-332]

He goes on to say that research today is “*so expensive that only governments and multinational corporations can pay for it, and...the funds are dispensed by agencies staffed and run by bureaucrats who aren’t scientists [or doctors] themselves.*” [p 332]. “*Finally, we must add to these factors **the buying of science by the military...**” nearly two thirds of the...1984 federal research budget went for military work, and in the field of bio-electricity the proportion was even higher. While military sponsors often allow more technical innovation than others, **their employees must keep their mouths shut about environmental hazards and other moral issues that link science to the broader concerns of civilization.**” [bold and italics added, p. 333]*

You would think that things haven’t changed much since 1984, but you’d be wrong. They are much worse in 2024!

Overview

Since 1984, thousands of studies show that wireless radiation cannot just harm human health, it also makes it harder for birds and bees to navigate, disrupts mammal and marine migration, kills trees and plant life and threatens entire ecosystems. However, instead of protecting public health and our environment, the Federal Communications Commission (FCC) has not updated its wireless exposure guidelines in almost 30 years.^{4,10}

A recent review of the scientific research for a medical debriefings update revealed that the peer reviewed scientific literature on the harms of electromagnetic radiation (EMR) from the years 2011 to 2019 seems to be completely missing from the internet archives.⁴ Was Artificial Intelligence directed by the “One World

Government” globalists to remove negative findings of wireless transmission at the FCC’s request? If then who orchestrated this?

Item 11h.

Cell phones and cell towers (including small cells) are a huge part of the problem, but they are not all of it. US building code-compliant, grounded systems take electricity from the grid to your home, and transmits unused electricity directly to the ground through a ground wire, which disrupts the earth’s natural magnetic balance. Add electrical grid wi-fi radiation between 50-60 Hz, powerful wi-fi routers for computers, TVs, smart appliances, etc., and you have produced “*dirty, ionizing electricity*” in the ground, the air, your house and your body. Smart meters from your electric company can add to the invisible problems. It has been estimated that up to 80% of health problems today can be attributed to electromagnetic generation and transmission. ⁴

The proliferation of smart cars, smart meters, smart home assistants, like Ring doorbells and robotic vacuums... the substitution of AI algorithms for human intelligence and the data centers needed to store and analyze our daily purchase and financial habits in “the cloud”... and of course, wi-fi routers linked to a growing world-wide network of satellites that have us under 24/7 surveillance —these all emit electromagnetic radiation/frequencies which are detrimental to our health and the planet.

We are literally existing in an electronic soup of our own making. 80% of the insects that pollinate our food crops and 80% of the songbirds have already disappeared. Trees and other crops are beginning to die from exposure to EMRs. *How can we live if the plants on the planet cannot produce oxygen for us to breathe?*

The Scope of the Health Problem

Electrosensitivity—sometimes referred to as electromagnetic sensitivity (EMS), electromagnetic hypersensitivity, or microwave sensitivity, is a new federally recognized medical insurance reimbursement term for people who experience adverse health effects due to artificial electromagnetic field (EMF) exposure. [*Good luck finding a doctor who can identify and treat it!*]

A 2019 analysis of U.K. data concluded that **5%-30%** [affecting approximately 2-99 million people] of the general population¹ had mild electrosensitivity. These numbers are high enough to warrant calling electrosensitivity “a humanitarian crisis that requires an urgent response”². They are also high enough to make finding health insurance almost impossible.^{9-A, 14} So we are on our own!

EMS typically affects multiple body systems, such as cardio-vascular and neurological, the regulatory hormones, our microbiome—even our DNA—in a way that limits a person’s ability to live a normal life. *The Washington Post* recently reported on dozens of “electrosensitive” people who moved to a remote West Virginia town with no cell service, drawing media attention to how wireless radiation can cause some people to experience life-altering health symptoms—including heart arrhythmias, headaches, eye problems, burning skin, brain fog, memory issues, fatigue, [birth defects from parental exposure, loss of IQ]⁴ and/or other symptoms.” These people...they didn’t want to move, but they had to!¹

We have all heard of the “Havana Syndrome” which our diplomatic corp has suffered in a variety of countries to which they have been stationed. The symptoms are excruciating headaches, memory loss, followed by *almost total disability*, requiring retirement and years of physical and mental rehabilitation. Although these highly focused electromagnetic and ultrasound weapons have been developed as military and political weapons, as civilians we are subjected to growing exposure to diffuse concentrations of EMRs in everyday life.

People’s susceptibility to electromagnetic frequencies varies. For some people, EMRs and EMF’s are literally life-threatening, and they can spend years going to doctors who are not trained in diagnosing or treating these illnesses while they steadily deteriorate. Others develop symptoms so slowly that they just start losing their memory, developing turbo-cancers, hormonal disruptions, and more.

Documented Health Issues of Cell Towers

Living near a cell tower can be dangerous. The closer you are, the worse the effects. Also, the likelihood of damage increases with length of exposure. For example, *turbo cancers* seem to become particularly active after four years of proximity to cell towers.⁴ Rarely do people associate their aggressive cancer to the cell tower erected near their home four years previously. But the cellular communications and the health insurance companies do know about it—they’re just not telling us.

Which is why Huerfano County needs zoning that protects the health and welfare of its residents! “Once a tower is built, there are few avenues to challenge the installation. Early community mobilization and opposition [*before the towers are approved and built*] are critical for protecting residents’ health, property values and the local environment.”³ ***Please refer to and adopt “Key Elements of a Safe Wireless Ordinance” under Resources at Stop5G.org.***

Children’s Health Defense reported a case⁵ of a woman who was electrosensitive and who experienced a series of 51 strokes, vision loss, hearing loss, headaches, sleep disruption, chronic fatigue and cognitive impairment very shortly after a cell tower was upgraded for 5G-- 900’ from her home. This life-threatening condition forced her to move, and then she discovered that proximity to the cell tower radically decreased the market value of her home. Given that most people’s homes are the primary source of their life’s financial equity, you should know that nearby cell towers can radically affect your property values as well as health.^{12, 13}

Insurance authorities classify 5G as “High Risk”¹⁵

cautioning that “potential claims for health impairments may come with a long latency.”

Although the purpose of this paper is to focus on health issues, there is an excellent article

¹⁴ which summarizes **the effects of cell towers on property values.** Cell towers are listed among the top five emerging risks (digital technology, the spread of 5G mobile networks, central bank monetary control, genetic testing results on life expectancy and climate change). This article summarizes insurance industry attempts to avoid liability

for the health and property damages of electromagnetic radiation: including the “Verizon Pollution Exclusion” “Marsh Report 2014” and “Electromagnetic Fields (Utilities) Liability Insurance”.

Item 11h.

Refusal to insure the harms of EMR is a similar industry protective action that attempts to provide wireless providers with the same type of liability protection that the US Pharmaceutical companies have enjoyed for years. Like the pharmaceutical companies, they refuse to disclose the dangers, and then tell us we’re on our own. If the insurance companies, won’t take the risk, why should we?

The GOOD NEWS

Huerfano County has the legal right to regulate the installation of cell towers!

Even though federal and state laws encourage the buildout of 5G, public health, safety and economic benefits allow local governments some leeway in regulating wireless installations. A landmark court decision by the DC Circuit Court of Appeals (August 13, 2021) found that the FCC regulations “failed to consider...the adverse health effects of wireless technology” and its regulatory limits were “arbitrary and capricious in failing to respond to record evidence.”¹¹

Local authorities can regulate the placement, construction and modification of cell towers based on factors including land use, aesthetics and public safety.... Economic considerations are valid if “local government balances community concerns with the benefits...that telecom infrastructure brings.”

Safety is a very important issue that municipalities can regulate, and is particularly important given Huerfano county’s identification of **wildfires as a multi-hazard risk**. Cell tower fires require special treatment by trained responders (not public volunteers), access to multiple escape routes, and cannot even be addressed until the power company has completely shut off the power serving them—*average response time 60 minutes*.⁶ With our wind conditions, a cell tower fire could easily get out of hand in that first hour.

In Huerfano County, prior public input on the location, and proximity of new cell towers is not presently required. Apparently, if a cell service provider approaches a landowner, and strikes a deal, neighbors have nothing to say about location, whether or not they are electro-sensitive, or whether or not the tower is within the recommended 1000-1640 foot danger zone. Fortunately, legal elements for the **Application and Permitting Process** are clearly and succinctly outlined at *Stop5G.com*, under “Resources” in the *Key Elements of a Safe Wireless Ordinance* section.⁶ Much of the legal legwork has already been done.

“Key elements of a safe wireless ordinance typically include stringent health and safety standards to mitigate any potential risks from electromagnetic radiation, clear guidelines for the siting and installation of wireless facilities to preserve community aesthetics, and robust public participation processes to ensure that community concerns and feedback are adequately addressed. Additionally, such ordinances often establish detailed permitting procedures, including timelines and fees, to streamline the deployment of wireless infrastructure while maintaining local oversight.”⁶

In addition to above ground installations, *Fiber internet should always be prioritized over wireless. Longmont, CO and several other cities in Colorado have minimized cell towers in favor*

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of buried underground cable. Underground fiber cable transmission lines have many advantages over wi-fi. They are less likely to be affected by weather emergencies (hail, high winds, freezing temperatures) and they are out-of-sight, which increases the scenic value of any view! They are less susceptible to hacking, and are much less likely to affect health and the environment.. So why are cell towers still going up? They are ugly as sin!

General Recommendations

1. See **Building Biology Recommendations** for constructing a safe house or building. Household ambient currents create body voltage changes in relation to the earth, which normally work to keep the brain and body healthy. Without special attention, even very experienced electricians often fail to strictly adhere to the electrical code, and fail rigorous final inspection, according to Santa Fe architect Paula Baker La-Porte, author of A Healthy House. See detailed information at www.buildingbiology.com

2. Buy an EMF meter for your home or work; use it, and share it with your family and friends. 'EMR is a silent killer. You cannot see, or hear, or smell electromagnetic radiation. **Safe and Sound Classic II** is calibrated for accuracy and highly recommended for ease of use. It uses color-coded LED lights and/or sound to identify areas of concern from slight to Extremely Dangerous. Believe it or not, two of the most dangerous sources of EMRs are wifi-routers (6000 or more MHz) and baby monitors (49,902 MHz!) Check it out at www.safelivingtechnologies.com

3. USE A LAND LINE AT HOME. (It's also great to have when the internet goes down.) HARD-WIRE your computer, TV and smart devices with ethernet cable to significantly reduce EMR. Amazingly, the safest place in my house is right in front of the hard-wired TV. The most dangerous by far (**EXTREME DANGER**) is the empty room where my router resides!

4 CELL PHONES. Over 500 studies show that none of the cell phone frequencies are safe.⁴ TURN THEM OFF WHEN YOU ARE NOT USING THEM and REMEMBER that DISTANCE IS YOUR FRIEND. Hold phones away from your head and use the speaker phone, or air-tube headsets (not Blu-tooth or wifi!). Carry phones off your body, or in a wi-fi protected case.

5. UNPLUG YOUR ROUTER AT NIGHT and TURN OFF ALL ELECTRICAL AND WI-FI DEVICES in your bedroom. If necessary, move your bed to a safer location, so your body can repair the damage done to you from daytime exposure. (Use your EMR meter to find a safe location.)

6. LIMIT SCREEN TIME from all sources after dark. Wi-fi negatively affects melatonin production in the pineal gland resulting in sleep disturbances, central nervous system disorders, such as Alzheimers disease and Autism Spectrum Disorder, nervous anxiety, fatigue, and concentration difficulties and memory.⁴ Long term exposure to EMRs decreases Calcium, Zinc, and Magnesium and may be associated with osteoporosis (*reduced bone density*). Exposure to high EMR readings (work and home) are associated with higher frequencies of *head and neck cancer.*

7. PROTECT YOUR CHILDREN! They are much more vulnerable to EMR than adults. Because their skulls are less dense than adults, EMR from cell phones (both prenatal and postnatal) penetrates almost the entire brain of children, causing central nervous system inflammation and whole body oxidative stress. EMF exposure to children reduces IQ, and is associated with autism, brain fog, memory disorders, metabolic changes, visual reaction time, anxiety and depression, all of which are complicit in hyperactivity, learning and behavioral disorders... It also reduces both stature and muscularity. ⁴

A New Hampshire Commission's expert report recommends that setbacks for all new cell towers should be 500 meters (or 1,640 feet). This is recommended for residential dwelling units, daycare centers, school, parks, nursing homes, hospitals, athletic fields, places of business and/or playgrounds.

Hard-wire all computers in the school. Outlaw personal cell phones in school. Prohibit cell towers within 1640' of school grounds. At home, reduce screen time on all wi-fi TVs, cell phones, games, etc.

Conclusion

The Nuremburg Code was adopted by the US after WWII in concordance with international law. It is considered the universal Gold Standard and addresses the universal right to have Informed Consent about all vaccines and other pharmaceutical protocols. Informed consent requires a written disclosure of all the risks and potential benefits for each medical treatment, whether experimental or not. We desperately need the right of Informed Consent for Exposure to life-altering electromagnetic frequencies broadcast by cell towers!

Let your county officials know that you want them to protect your health and the health of the environment in Huerfano County by regulating the installation and placement of cell towers, and by restricting cell phone use in schools and public places. Read and adopt the recommendations in "Key Elements of a Safe Wireless Ordinance" at Stop 5G.com.

The Children's Health Defense.org—has lawyers who fact-check everything that is published/broadcast before it appears on their site, either in print or on-line. It is a great source of accurate information for digesting the science, politics and medical aspects of electromagnetic frequencies. Much of the material referred to in this paper, can be found on their fact-checked website: Stop5G@CHD.org

Reference Notes

1 Washington Post Shines Light on What Modern Life is Like for People with Electromagnetic Sensitivity, by Suzanne Burdick, PhD, Children's Health Defense, Oct 25, 2024

2 International Commission on the Biological Effects of Electromagnetic Fields (ICBE EMF)

[3 CHD Launches Stop 5G Initiative to Help Communities Challenge Cell Towers. Oct 15, 2024 Stop 5G.org.](#)

[4 Dietrick Klinghardt—private Debrief Notes on the Health Dangers of EMF Nov.- Dec. 2024](#)

[5 Exclusive: Woman Living Near Cell Tower Diagnosed with 51 Strokes, Children's Health Defense, Feb 26, 2024](#)

[6 Key Elements of a Safe Wireless Ordinance, "Resources", Stop 5G.org](#)

[7 Paula Baker-LaPorte. *Prescriptions for A Healthy House.* \(2nd ed\), New Society Publishers, British Columbia Arts Council, 2001](#)

[8 Becker, Robert, MD and Gary Selden. *The Body Electric—Electromagnetism and the Foundation of Life.* New York, William Morrow, 1985](#)

9 [www.Environmental Health Trust, the scientific evidence on 5G, Small Cells and more](#)

Brief Notes: Wi-fi EMR is classified as a Group 1 human carcinogen.

The Environmental Working Group...concluded that the FCC limits should be strengthened by 200-400 times to protect children.

A major recent study showed decreased memory among teenagers with cell phone exposure (even very low levels can change brain function, including in

the left hemisphere.

10 *The Evidence Today is overwhelming and indisputable. Interview with EMF biophysicist Dr. Dimitri J. Panogopolis, by Nick Pineault 9/18/2024*

11 *Landmark Court Decision by DC Circuit Court of Appeals. Review summary at Stop5G.org under Resources: Also See Legal and Regulatory Landscape at the Federal, State and Local Levels.*

12 **"In some areas with new towers, property values have decreased by up to 20%."** - "Your new neighbor, a cell tower, may impact the value of your home" National Business Post, 2022.

13 *5G, Small Cells and Cell Towers Can Drop Property Values . Report and Analysis by David E. Burgoyne, ASA, SR/WA. Certified General Real Estate Appraiser to the FCC in Docket 16-421*

14 *Insurance Industry: 5G is an Emerging Risk Situation. August 25 2022, by cindyleerussell.*

15 *New Emerging Risk Insights by Swiss Re Insurance Company. www.swissre.com/institute/research/sonar/sonar2019.html*

1.

9-A **5G "small" cells**

"Small" cells is an industry word for cell towers with transmitting antennas close to the ground near our homes. The FCC has estimated over 800,000 new "small" cells will be installed throughout the USA and millions worldwide. Radiating cell antennas with 5G, 4G, 3G, and 3G technology will be mounted on:

- Street lights

- Trashcans
- Utility poles
- Bus stops
- Rooftops of buildings.

The radiation from these small cell antennas is not small.

Wireless antennas emit microwaves — non-ionizing radio-frequency radiation — and essentially function as cell towers. Each installation can have over a thousand antennas that are transmitting simultaneously. Examples of how small cells are *not small* include:

- 5G will use new “beam-forming” antenna designs that create multiple streams of signal from each fixture.
- They increase electromagnetic radiation near homes.
- They have refrigerator-sized (and larger) equipment cabinets.
- Property values drop after a cell tower is built near homes.
- Taller and wider poles are needed for the antennas.

[Fixtures weigh hundreds of pounds.](#)

Sent with [Proton Mail](#) secure email.

RESOLUTION NO. 24-35

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

**A RESOLUTION TO ESTABLISH COUNTY COMMISSIONER LIAISON
RESPONSIBILITIES FOR CALENDAR YEAR 2024**

WHEREAS, C.R.S. § 30-11-107(1)(n), as amended, authorizes the Board of County Commissioners to establish, by resolution duly adopted, such offices as, in its judgement, are required for the efficient management of the business and concerns of the County; and,

WHEREAS, the Board desires to jointly develop and administer County policy through appropriate resolutions, memoranda, staff meetings, and similar means of deliberations and communications; and,

WHEREAS, the Board desires to provide a means of liaison between itself and the various County departments, offices, and agencies consistent with C.R.S. § 30-10-310; and

WHEREAS, members of the Board of County Commissioners serve the community on various Boards or serve as a liaison to various entities providing service to Huerfano County and may from time to time delegate that responsibility to County Staff.

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

Section 1. Ratification of Board of County Commissioners Chair Appointment

The appointments of Arica Andreatta as the Chair of the Board and Karl Sporleder as Vice Chair of the Board are hereby ratified.

Section 2. Appointments and Liaison Responsibilities.

1. Commissioner Arica Andreatta
 - a. Scenic Highway of Legends Inc.
 - b. Region 19 Opioid Board – Alternate
 - c. 3rd Judicial District Corrections Board
 - d. SB 94 - Juvenile Screening Committee
 - e. Las Animas Huerfano Counties District Health Department Liaison
2. Commissioner Karl Sporleder
 - a. Commissioner’s Economic Development Working Group
 - b. E-911 Authority Board
 - c. Huerfano County Economic Development Inc. (HCED)
 - d. Region 19 Opioid Board
 - e. MAT Expansion Board
3. Commissioner Mitchell Wardell
 - a. South Central Council of Governments (COG)
 - b. Transportation Planning Region (TRP)

Section 3. Delegations to Staff.

Carl Young, the County Administrator, is hereby appointed to represent the County on the Walsenburg Urban Renewal Authority until such time as he is replaced or is no longer employed by Huerfano County.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 23rd day of JULY 2024.



ATTEST:

DocuSigned by:
Erica Vigil
880EAB80CBAD4E3

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY Signed by:
Arica Andreatta
5FD25A4B7F614C1

Arica Andreatta, Chairman
DocuSigned by:
Karl S Sporleder
6E3BE3FF68A24FA

Karl Sporleder, Commissioner
Signed by:
Mitchell Wardell
AFA978BD5EC4499

Mitchell Wardell, Commissioner