



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

June 11, 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

9:00 AM - COMMISSIONER'S STUDY SESSION

10:00 AM - PUBLIC MEETING

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

1. PLEDGE OF ALLEGIANCE

2. AGENDA APPROVAL

3. CONSENT AGENDA

- [a.](#) Blanca Morales Treasurer's Office Promotion
- [b.](#) State Historical Fund Fox Theatre Phase 2
- [c.](#) Community Development Block Grant, Signature Authority
- [d.](#) Revised Huerfano River Bridge Project Overmatch Commitment
- [e.](#) May 2024 Vendor Run Report

4. PUBLIC COMMENT

5. APPOINTMENTS

- [a.](#) Honoring Veteran Robert Gonzales
- [b.](#) South Central Council of Governments, Brian Blasi

6. LAND USE

- [a.](#) Focus Buds Public Hearing

7. ACTION ITEMS

- [a.](#) Decision on Marijuana License for Focus Buds
- [b.](#) Proclamation 24-05 Robert Gonzales Day
- [c.](#) Resolution 24-23 Adopt a Roadway
- [d.](#) Resolution 24-24 Regarding Huerfano County's Limited Resources, Immigration and Refugee Priorities

- [e.](#) Resolution 24-25 Confirming Establishment of the Gardner Public Improvement District
- [f.](#) Resolution 24-26 regarding ambulance services
- [g.](#) Resolution 24-27 Supporting the South Eastern Colorado Conservancy District
- [h.](#) Ordinance 24-01 Illegal dumping second reading
- [i.](#) Cuchara Mountain Park MOU 1 Month Extension
- [j.](#) Purchase Order 206 Judicial Security Grant Update
- [k.](#) Secure Transportation Service License Application
- [l.](#) Temporary service agreement with Lisa Powell-DeJong
- [m.](#) Professional Service agreement with Heather Wellman
- [n.](#) Denholtz Bulk Water Permit.
- [o.](#) Purchase Order 260 Annual License and Support Fee
- [p.](#) SIPA Gov Grants Approval

8. CORRESPONDENCE

- [a.](#) Confidential GPID GSWD Bulk Water Report May 2023
- [b.](#) Confidential GPID Billing Register May 2024
- [c.](#) GPID Systems Total Report May 2024
- [d.](#) Sheriff's Office Revenue Report January through April
- [e.](#) CCI legislative priorities and process memo
- [f.](#) CTSI Technical Update: Cyber Security Controls Part 3
- [g.](#) CTSI Technical Update: When can a county pay it's volunteers?
- [h.](#) Confidential CTSI Monthly Reports for May 2024
- [i.](#) SCEDD Business Resource Fair
- [j.](#) Bruce Allen Resignation from the HBCA

9. STAFF REPORTS

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

10. EXECUTIVE SESSION

- [a.](#) For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **County Attorney Updates - 1 P.M.**

11. ADJOURNMENT

12. UPCOMING MEETINGS

- [a.](#) **6:30 PM** - City, Town, and County Meeting, Lathrop State Park Welcome Center

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE	EFFECTIVE DATE
	6/7/2024
NAME: Blanca Morales	PAYROLL: 6/21/2024

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Clerk II	Treas Admin/Acct Specialist I/ PT Aid
DEPARTMENT	Treasurer	Treasurer
HOURS		
ANNUAL SALARY	\$33,100.00	\$37,000.00
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		

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 | |

COMMENTS, IF NECESSARY

Motion to Promote Blanca Morales to Tresurer Admin/Accounting Specialist/Public Trustee Aid with a Annual Salary Increase to \$37,000.00

Elected Official / Department Head Date

John Galusha, Chairman Date

Angela Wakeman 6/7/2024

Human Resources Officer Date

Budget Officer Date



Acknowledgement of Award Conditions

Re: Project #2024-02-024
Construction Documents and Interior and Exterior Rehabilitation

As a grant recipient, you will enter a State of Colorado grant agreement as a state grantee. As such, there are conditions associated with a State Historical Fund grant you must accept prior to us creating your grant award contract.

1. Read all statements below and initial each statement. **Check marks are not accepted.**
2. Obtain the signature of the **authorized officer** for your organization.
3. Write in the date the letter was signed by the appropriate authorized officer.
4. Print the name and title of the appropriate authorized officer.
5. **If the property owner is different, they must initial the last three conditions and sign below.** Separate pages may be submitted with the Owner's initials and signature.

My organization is ready to Go Under Award with the State Historical Fund, and I confirm the following:

_____ I understand and accept that my organization is solely responsible for determining if my cash match sources are eligible for use with State Historical Fund grant programs.

_____ I understand and accept my organization will enter into a grant agreement with the State of Colorado. My organization will be responsible for meeting the terms of the grant agreement, and will not "pass through" fiscal or project responsibility to another organization.

_____ I understand and accept that State grant agreements contain non-negotiable terms. I have reviewed the enclosed grant template, and my organization agrees with those terms.

_____ I understand and accept that my organization must adhere to all program policies, state regulations, provisions, and laws.

_____ I understand and accept that my organization will work in partnership with the State Historical Fund to meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation. I will comply with review expectations, and will refrain from carrying out work until I have the approval of my State Historical Fund Resource Specialist to proceed. For archaeology and survey projects, I will adhere to the current Colorado Cultural Resource Manual. (See Program Guidebook pages 5 and 25, *Secretary of the Interior Standards* section and *Survey Manual* link)

_____ I understand and accept State funds will only pay for work that takes place within the grant agreement period.

_____ I understand and accept all project expenses must be associated with one of the task items in the Grant Agreement Exhibit B: Budget and reported as such. (See Program Guidebook 34 and 37, *Grant Award/Agreement Document* and *Payment Review Process* sections)

_____ I understand and accept project cost savings will be shared with State Historical Fund based on the percentage shown in Exhibit B: Budget. (See Program Guidebook page 34, *Grant Award/Agreement Document* section)

_____ I understand and accept I am required to provide documentation of grant administration and indirect expenditures with time sheets and rates, and clear calculations. (See Program Guidebook page 36, *Supporting Documentation* section)

_____ I understand and accept my organization cannot use funds in a manner that may result in an actual or perceived conflict of interest. (See Program Guidebook page 41, *Conflict of Interest* section)

PROPERTY OWNER ACKNOWLEDGEMENTS

_____ The full cash match balance of \$1,125,345 is now readily available and in-hand in a bank account. (See Program Guidebook page 6, *Cash Match* section)

_____ I understand and accept the property protection contained in Exhibit E: Property Protection (enclosed) and have signed (and notarized, if applicable) Exhibit E. (See Program Guidebook page 8, *Property Protections* section)

_____ I, the property owner, understand the above requirements and give the grant recipient organization permission to conduct the approved Scope of Work on my property.

Please be advised that the State Historical Fund processes grant agreements in the order that the required information is received in good order, and it can take up to 6 weeks for the agreement to be executed. If you have questions or need additional information, please do not hesitate to contact our office.

Spanish Peaks Community Foundation
Grant Recipient Organization

Huerfano County
Legal Owner

Signature of Authorized Officer Date

Signature of Legal Owner Date

Print Name of Authorized Officer

Print Name of Authorized Officer

**Spanish Peaks Community Foundation
Construction Documents and Interior and Exterior Rehabilitation
Project #2024-02-024**

Exhibit E

COVENANT PROPERTY PROTECTION

- I. Parties:** This Agreement is by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203 and Board of County Commissioners of Huerfano County, Property Owner, 401 Main Street, Walsenburg, Colorado 81089.
- II. Effective Date:** The effective date of this agreement is _____ and is the same effective date shown on the Cover Page for the Project #2024-02-024 Grant Agreement. The State and Property Owner shall not be bound by any provision of this Agreement before the Effective Date.
- III. Property:** The real property in Huerfano County which has been listed in the State Register of Historic Properties as the Star Theater-Valencia Theater-Fox Theater-Youth Center Theater located at 715 Main Street, Walsenburg, Colorado 81089 more particularly described as
- P.M. 6th Township 28S Range 66W W 1/2 of NE 1/4 of SE 1/4 of 1/4 of Section Quad Map Walsenburg South Lot(s) Part of lots 3 & 4 Block 51 Addition Walsenburg
- IV. Preservation of Property:**
- A. COVENANT: The Property Owner hereby agrees to the following for a period of 20 years commencing on the effective date of this agreement.
- i. Without the express written permission of History Colorado, no construction, alteration, movement, relocation or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would alter the architectural appearance of the Property, adversely affect the structural soundness of the Property, encroach on the open land area of the Property, or adversely affect such prominent landscape features as trees, hedges, fences, walls or paths. Such work, when permitted shall be performed according to the Secretary of the Interior's *Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*, issued and as may from time to time be amended by the U.S. Secretary of the Interior, hereinafter collectively referred to as the "Standards". In all events, the Property Owner further agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the *Standards* so as to prevent deterioration of the Property.
 - ii. Property insurance shall be maintained covering the building, including the premises, its equipment, and owner's interest in improvements and betterments

**Spanish Peaks Community Foundation
Construction Documents and Interior and Exterior Rehabilitation
Project #2024-02-024**

Exhibit E

on an "all risk" basis, including where appropriate the perils of fire, flood, and earthquake. Coverage shall be written with a replacement cost valuation and include an agreed value provision. Coverage shall also include restoration back to the original state. The deductible amount shall not exceed \$25,000.

- iii. In the event of severe damage or total destruction to the Property (defined, for the purpose of this provision, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of the public enemy, riot or other similar casualty) not due to the fault of the Property Owner this provision shall terminate as of the date of such damage or destruction.
- iv. History Colorado, or a duly appointed representative of History Colorado, shall be permitted to inspect the Property at all reasonable times in order to ascertain if the above conditions are being observed.
- v. When Section B is for COVENANT, within sixty (60) days of the completion of this Award, Property Owner covenants and agrees that History Colorado will record this Exhibit with the county clerk and recorder for the county in which the property is located. Property Owner further covenants and agrees that this Exhibit will constitute a binding covenant that will run with the land.
- vi. When section B is for LETTER OF AGREEMENT, History Colorado will maintain record of this Exhibit until the expiration of the letter of agreement period.

SIGNATURE PAGE

*Persons signing for Owner hereby swear and affirm that they are authorized to act on Parties' behalf and acknowledge that the State is relying on their representations to that effect.

<p>OWNER SIGNATURE</p> <p>Board of County Commissioners of Huerfano County</p> <p>_____</p> <p>*Signature of Authorized Officer for Owner</p> <p>Date: _____</p>
<p>_____</p> <p>Printed Name of Authorized Officer</p> <p>_____</p> <p>Title of Authorized Officer</p>

PROPERTY OWNER NOTARIZATION:

STATE OF COLORADO, HUERFANO COUNTY:

On this ____ day of _____, _____, before me the undersigned, a Notary Public for said State, personally appeared _____, to me personally known, who stated that he/she is _____, that no seal has been procured by said entity, and that the foregoing instrument was signed on behalf of said entity by authority of its Board of Trustees/Directors, and that as such officer, he/she acknowledged that he/she executed the foregoing instrument as his/her voluntary act and the voluntary act of the entity.

NOTARY PUBLIC

**Spanish Peaks Community Foundation
Construction Documents and Interior and Exterior Rehabilitation
Project #2024-02-024**

Exhibit E

STATE OF COLORADO SIGNATURE

Jared S. Polis, Governor
History Colorado
Dawn DiPrince, President/CEO or Designee

By: Dawn DiPrince, President/CEO or Designee

Date: _____

STATE OF COLORADO, CITY & COUNTY OF DENVER:

On this ____ day of _____, _____, before me the undersigned, a Notary Public for said State, personally appeared **Dawn DiPrince**, to me personally known, who stated that she is **President/CEO of History Colorado**, that no seal has been procured by said organization, and that the foregoing instrument was signed on behalf of said organization by authority of its Board of Directors, and that as such officer, she acknowledged that she executed the foregoing instrument as her voluntary act and the voluntary act of the State of Colorado- Department of Higher Education, History Colorado, the Colorado Historical Society.

NOTARY PUBLIC



Preservation for a New Day

COVENANTS

Exhibit E attached to your Award Email, must be signed, dated, and Notarized by the property owner and mailed back to the State Historical Fund before your project can go under contract.

Grant recipients receiving cumulative grant awards over \$25,000 are required to sign a property protection exhibit that includes language requiring that changes to the property made during the covenant period must first be reviewed and approved by the State Historical Fund, Colorado Historical Society. This award feature is known as a *covenant*. It is recorded with the local county, runs with the land, and binds current and future owners for 10 - 20 years, depending on the cumulative dollar amount of SHF grants awarded to the property.

Within sixty (60) days of approval of your Final Financial report, State Historical Fund grant staff will record the covenant with the clerk and recorder for the county in which the property is located. Recording costs are paid separately by the State Historical Fund.

If you have further questions regarding the covenant requirement for your project, please contact the State Historical Fund's Property Protection Coordinator at (303) 866-2797.



SOUTH CENTRAL COUNCIL OF GOVERNMENTS

300 S. Bonaventure Ave • Trinidad, CO 81082 • ph 719.845.1133 • fax 719.845.1130

Date: 6/5/2024

WHEREAS, the County of Huerfano has approved an application to the Colorado Department of Local Affairs/Division of Housing for funds for CDBG Funded Single Family Owner Occupied Housing Rehabilitation; and

WHEREAS, the County of Huerfano certifies by

[X] Board Resolution [] Bylaws [] Policy [] Other: (please attach backup documentation)

that the person named below has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the County of Huerfano

John Galusha Name of Authorized Signatory
Chairman, Board of County Commissioners
Title
Signature

Furthermore, if applicable, this statement certifies and hereafter delegates John Galusha, Chairman, an agent of the County of Huerfano for the purpose of authorizing and signing:

Table with 2 columns: checkbox, item. Items include Payment Requests, Quarterly Financial Status Reports, Quarterly Project Performance Reports, Monitoring Documents, Other.

DOH Asset Manager will complete the following

The above designation will commence on the date of this statement and will apply for the duration of the Contract(s):

Table with 1 column: Contract Encumbrance Number or Reference. Contains three rows with bullet points.

COMMISSIONERS' MEETING

January 10, 2023

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

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

Election of a Chairperson.

Motion to approve the appointing of John Galusha, as Chairman for the Board of County Commissioners.

Commissioner Andreatta called for a motion to approve the appointing of John Galusha as acting Chairman to the Board of County Commissioners for the year 2023.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Galusha: Yes

Sporleder: yes

Commissioner Andreatta called for a motion to approve the agenda as amended for January 10, 2023 removing item 8c #23-03.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

Commissioner Sporleder called for a motion to approve the January 10, 2023 Consent Agenda.

Motion to approve the January 10, 2023 Consent Agenda, noting Commissioner Karl Sporleder abstained from the December 20, 2022 minutes.

Motion: Sporleder

Second: Andreatta

Discussion:

1. Meeting Minutes for December 20, 2022
2. HR Status Sheet-Kathleen O'Rourke –Pay Increase
3. HR Status Sheet –Susan Shoop- Pay Increase
4. HR Status Sheet-Hallie Homering-Pay Increase
5. HR Status Sheet-Kevin Archuleta-Transfer
6. HR Status Sheet-Lea Vigil-Promotion
7. HR Status Sheet-Antoinette Knight-Promotion
8. HR Status Sheet-Derek Guess-Promotion
9. HR Status Sheet-Burnell Haywood-Promotion
10. HR Status Sheet-William Cordova-Phone Stipend
11. HR Status Sheet-Heather Pacheco- New Hire
12. HR Status Sheet-Nell Gibson-New Hire
13. HR Status Sheet-Michael Sanchez-New Hire
14. HR Status Sheet-Fernando Vasquez- New Hire
15. HR Status Sheet-Christine Futamata-New Hire
16. HR Status Sheet- Angie Glover Comp Time Payout
17. HR Status Sheet-Lydia Martinez- Resignation
18. HR Status Sheet-Matthew Montoya-Resignation
19. HR Status Sheet-Hunter Brown-Resignation

Resolved: Motion passed.

Andreatta: Yes

Sporleder: Yes (with exception of the December 20, 2022 minutes)

Chairman Galusha: Yes

10:06 A.M. Public Comment:

None.

10:06 A.M. Appointments:

1. Jim Hoobler-Updates on the upcoming Auction.

10:11 A.M. Land Use:

Sky Tallman, Land Use Director, and Cheri Chamberlin, Building Inspector, presented Memorandum of Understanding (MOU) for the Colorado Department of Revenue.

- 1. Access the taxes that are paid to the state.

Motion to approve Carl Young the Administrator to sign the Memorandum of Understanding (MOU) with the Colorado Department of Revenue.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

10:12 A.M. Action Items:

County Administrator Carl Young and the Board reviewed action items.

- 1. Resolution #23-01 Office Hours and Holiday Closings.

Motion to approve Resolution #23-01 establishing the Annual Calendar of County Board of Commissioners meetings, hours of operation and observed holiday closings of county offices for calendar year 2023.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

- 2. Resolution #23-02 World Journal 1 year adoption.

Motion to approve Resolution #23-02 Designating an Official Newspaper for the Publication of Legal Notices for the Calendar Year 2023.

Motion: Andreatta

Second: Chairman Galusha

Discussion: None

Resolved: Motion passed.

Sporleder: Abstained

Andreatta: Yes

Chairman Galusha: Yes

3. Resolution #23-04 adopting county fund depositories.

Motion to approve Resolution #23-04 Designating County Fund Depositories.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

4. Resolution #23-05 appointing Tom Macedo to the Spanish Peaks Library District.

Motion to approve a Resolution #23-05 appointing Tom Macedo to the Spanish Peaks Library District Board of the Trustees , for a term expiring on January 31, 2028 as amended.

Motion: Andreatta

Second: Sporleder

Discussion: Resolution amended date of expiration from December to January 31, 2028.

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

5. Resolution #23-06 appointing Vonnie Valdez as Huerfano County Representative to the Las Animas- Huerfano Board of Health.

Motion to approve a Resolution #23-06, appointing Vonnie Valdez, as the Huerfano County Representative to the Las Animas-Huerfano Counties Board of Health.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

6. Resolution #23-07 appointing Karl Sporleder to the Huerfano County Asset Management Corporation.

Motion to approve the Resolution #23-07, welcoming Karl Sporleder to the Huerfano County Asset Management Corporation for a term running concurrent with his service as County Commissioner.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

7. 2023 CAPP Contribution.

Motion to approve invoice for, County Technical Services, Inc. (CTSI), in the amount of \$295,546.00.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

8. 2023 (CWCP) County Workers Compensation Pool invoice.

Motion to approve the County Workers Compensation Pool (CWCP) Invoice, in the amount of \$115,791.00.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes
Sporleder: Yes
Chairman Galusha: Yes

9. December 2022 Vendor Run.
Motion to approve the December 2022 Vendor Run (bills) in the amount of \$180,330.12.

Motion: Andreatta **Second: Sporleder**

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes
Andreatta: Yes
Chairman Galusha: Yes

10. Quote from Good Year Tire Service Center for Grader tires.
Motion to approve the invoice amount \$22,253.22 for, purchase of Grader tires.

Motion: Sporleder **Second: Andreatta**

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes
Sporleder: Yes
Chairman Galusha: Yes

11. Estimate transmission repairs for Grader from Wagner/CAT.
Motion to approve the invoice to Wagner/CAT in the amount of \$57,167.02.

Motion: Andreatta **Second: Sporleder**

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes
Andreatta: Yes
Chairman Galusha: Yes

12. County Designation of 2023 Steering Committee Proxies for CCI.

Motion to appoint Carl Young, Huerfano County Administrator and Shiela Hudson-Macchetio, Director of Human Services, as, the 2023 Steering Committee Proxies.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

13. Approval to accept and apply for 2023 Emergency Management Program Grant (EMPG) Grant .

Motion to approve the signature for the authorization forms for the Emergency Management Program (EMPG) Grant , in the amount \$46,405.13.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

14. Quote from ALL-Phase Environmental Consultants for air quality Testing at 129 Kansas.

Motion to approve the scope of work from ALL-Phase testing in the amount of \$2,145.00.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

15. Request to release Obligated Funds for Spanish Peaks Regional Health Center (SPRHC).

Motion to approve the use of funds in the amount of \$50,000, towards the Spanish Peaks Regional Health Center for, the purpose of beds.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

16. IGA with Alamosa County for Veterans Transportation.
Motion to accept the IGA with Alamosa County.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

17. Triad Employee Assistance Proposal.
Motion to approve the package from Triad in the amount of \$3148.60, to include EAP 3-session planning incident per year with an add-on of legal and financial consultation services.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

18. Quote for Multiple Tree Removal.
Motion to approve the amended motion to read in the amount of \$3000.00 to Tommy and Mike's Tree Care, for the removal of the Pine Tree for \$2,200.00 and the thinning of Pine Tree for \$800.00.

Motion: Andreatta

Second: Sporleder

Discussion: Questioned if other bids have been given and could County workers remove the trees? Could we keep stump intact or does it have to come out?

Resolved: Motion passed.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: No

19. 2023 Economic Development Contribution.

Motion to approve the invoice in the amount of \$5,000.00 for the Huerfano County Economic Development, with a comment from the Administrator to the Board of Economic Development if additional funds are needed they must provide a presentation.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Abstain

20. Accept Award EIAF Grant for Energy Performance Contracting.

Motion to accept the Award Letter in the amount of, \$750,000.00, from Department of Local Affairs (DOLA) Energy & Mineral Impact Assistance Fund Grant, for the Energy Performance Contracting Project.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

21. Accept Award of the Underfunded Courthouse Grant.

Motion to accept the award letter in, the amount of \$16,265.00.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

22. Request to continue to pay the Sheriff’s Office Employees overtime vs. comp time.

Motion to approve the continued overtime pay for, Sheriff’s Department Employees through December 31, 2023.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

23. Report of Changes Liquor License for Cuchara Yacht Club.

Motion to approve the Change of structure for, Tacos on the Fly LLC. also known as the Cuchara Yacht Club.

Motion: Sporleder

Second: Andreatta

Discussion: No disturbances reported, remains in good standing.

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

11:12 A.M. Staff Reports:

1. County Administrator Carl Young – 2021/22 Board Assignments.
2. County Attorney Lisa Powell-Dejong - Nothing to report at this time. Will update and discuss Solano Case in Executive Session.

11:13 A.M. Correspondence:

County Administrator Carl Young and the Board reviewed Correspondence.

11:25 A.M. Executive Session:

Commissioner Andreatta called for a motion to go into Executive Session at 11:25 A.M.

Motion: Andreatta

Second: Sporleder

Discussion:

- a. Executive Session for discussion of the **Sheriff's Office Contract with the City of Walsenburg**. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6-402(4)(e).
- b. For discussion of specialized details of security arrangements or investigations under C.R.S. §24-6-402(4)(d). **Physical and Cyber Security Arrangements.**
- c. Consultation with the County Attorney for legal matters to discuss the **Solano Case** that is pending for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6-402(4)(e). No decisions will be made in or after executive session.

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

12:07 P.M. Recess

Chairman Galusha called for Recess.

1:08 P.M. Executive Session Re-convene

Chairman Galusha called meeting into order.

2:20 P.M. Out of Executive Session:

Chairman Galusha called for a motion to come out of Executive Session at 2:20 P.M.

Motion: Galusha

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

Re-convene regular session 2:23 P.M.

Chairman Galusha called for a motion to adjourn at 2:55 P.M.

Motion: Galusha

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

Meeting adjourned at 2:55 P.M.

DocuSigned by:
Erica Vigil
880EAB906B4D4E3...

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

COMMISSIONERS:

DocuSigned by:
John Galusha
E0F420036040468...

John Galusha, Chairman

DocuSigned by:
Arica Andreatta
5FD05A407561461...

Arica Andreatta

DocuSigned by:
Karl Sporleder
C4C0FEB01128947...

Karl Sporleder



SOUTH CENTRAL COUNCIL OF GOVERNMENTS

300 S. Bonaventure Ave • Trinidad, CO 81082 • ph 719.845.1133 • fax 719.845.1130

Date: 6/5/2024

WHEREAS, the County of Huerfano has approved an application to the Colorado Department of Local Affairs/Division of Housing for funds for CDBG Funded Single Family Owner Occupied Housing Rehabilitation; and

WHEREAS, the County of Huerfano certifies by

- Board Resolution, Bylaws, Policy, Other: Subrecipient Agreement (please attach backup documentation)

that the person named below has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the County of Huerfano

John Galusha Name of Authorized Signatory
Chairman, Board of County Commissioners
Title
Signature

Furthermore, if applicable, this statement certifies and hereafter delegates Brian Blasi, Executive Director, an agent of Huerfano Las Animas Area Council of Governments dba South Central Council of Governments for the purpose of authorizing and signing:

Table with 2 columns: checkbox, description. Rows include Payment Requests, Quarterly Financial Status Reports, Quarterly Project Performance Reports, Monitoring Documents, and Other.

DOH Asset Manager will complete the following

The above designation will commence on the date of this statement and will apply for the duration of the Contract(s):

Table with 1 column: Contract Encumbrance Number or Reference. Contains three rows with bullet points.



SOUTH CENTRAL COUNCIL OF GOVERNMENTS

300 S. Bonaventure Ave • Trinidad, CO 81082 • ph 719.845.1133 • fax 719.845.1130

Date: 6/5/2024

WHEREAS, the County of Huerfano has approved an application to the Colorado Department of Local Affairs/Division of Housing for funds for CDBG Funded Single Family Owner Occupied Housing Rehabilitation; and

WHEREAS, the County of Huerfano certifies by

- Board Resolution
 - Bylaws
 - Policy
 - Other: Subrecipient Agreement
- (please attach backup documentation)

that the person named below has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the County of Huerfano

John Galusha Name of Authorized Signatory
Chairman, Board of County Commissioners
 Title
 _____ Signature

Furthermore, if applicable, this statement certifies and hereafter delegates Brenda Poe, Housing Director, an agent of Huerfano Las Animas Area Council of Governments dba South Central Council of Governments for the purpose of authorizing and signing:

X	Payment Requests
X	Quarterly Financial Status Reports
X	Quarterly Project Performance Reports
X	Monitoring Documents
X	Other

DOH Asset Manager will complete the following

The above designation will commence on the date of this statement and will apply for the duration of the Contract(s):

Contract Encumbrance Number or Reference
•
•
•

ATTACHMENT I

**INTERGOVERNMENTAL AGREEMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

THIS AGREEMENT, made this 17 day of June, 2009, by and among the following:

Las Animas County, Colorado, acting by its Board of County Commissioners

Huerfano County, Colorado, acting by its Board of County Commissioners.

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out Community Development Block Grant (CDBG) projects, to purpose of which are to:

- A) Provide assistance to qualified individuals/households within the bi-county area of Las Animas and Huerfano Counties, for housing rehabilitation grants, loans, and essential repairs, to low/moderate income persons in the Las Animas County and Huerfano County in accordance with rules and regulations set out by the U.S. Department of Housing & Urban Development.
- B) Provide assistance to qualified individuals/households within the bi-county area of Las Animas and Huerfano Counties, for down payment assistance to low/moderate income individuals/households in accordance with rules and regulations set out by the U.S. Department of Housing & Urban Development.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Designation of Lead Party

- A. Huerfano County shall act as the lead parting in developing and carrying out the Bi-county Housing Rehabilitation Program project.

B. Las Animas County shall act as the lead party in developing and carrying out the Bi-county Down Payment Assistance Program project.

2. Responsibilities of Lead Parties.

A. Bi-county Housing Rehabilitation Program.

In its capacity as lead party, Huerfano County shall be the lead jurisdiction in making application to the State Department of Local Affairs (State) for CDBG funds for the Bi-county Housing Rehabilitation Program and shall be the grantee of the State for such funds, if awarded. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, labor standards, civil rights, record-keeping and other requirements of the CDBG program contained in the Application Statement of Assurances and Certifications, and in the grant contract with the State, except those specified in paragraph 3, hereunder.

B. Bi-county Down Payment Assistance Program.

In its capacity as lead party, Las Animas County shall be the lead jurisdiction in making application to the State Department of Local Affairs (State) for CDBG funds for the Bi-county Down Payment Assistance Program and shall be the grantee of the State for such funds, if awarded. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, labor standards, civil rights, record-keeping and other requirements of the CDBG program contained in the Application Statement of Assurances and Certifications, and in the grant contract with the State, except those specified in paragraph 3, hereunder.

3. Responsibilities of All Parties.

Each party to this Agreement shall be individually responsible for compliance with the following requirements of the CDBG program:

- a) adopting a required Citizens Participation Plan, and providing to its citizens information and opportunities to comment as required by the State in developing an application and subsequently changing project activities;

- b) identifying its community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs; and
- c) adopting a required Anti-displacement and Relocation Plan which calls for replacement of demolished or converted low/moderate income housing units and provision of necessary relocation assistance; and
- d) taking actions to affirmatively further fair housing.

Furthermore, each party shall provide documentation the designated lead party demonstrating its compliance with the requirements specified in the paragraph 3, and each lead party shall retain such documentation and other required records and documents for the period of time specified by the State.

4. Contracting.

Huerfano County, as lead party for the Bi-county Housing Rehabilitation Program shall contract with the South Central Council of Governments, or with other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by Huerfano County under this Agreement and its grant contract with the State.

Las Animas County, as lead party for the Bi-county Down Payment Assistance Program shall contract with the South Central Council of Governments, or with other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by Huerfano County under this Agreement and its grant contract with the State.

5. Term of Agreement

This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.

6. Modification and Changes.

The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

Bi-county Housing Rehabilitation Program

Huerfano County, Colorado
(Lead Party)

[Signature]
By

[Signature]
Position

Las Animas County, Colorado
(Party)

[Signature]
By

Chairman
Position

Bi-county Down Payment Assistance Program

Las Animas County, Colorado
(Lead Party)

[Signature]
By

Chairman
Position

Huerfano County, Colorado
(Party)

[Signature]
By

[Signature]
Position

ATTACHMENT K SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made this 17 of June, 2009, by and among the following:

Huerfano County, as lead party of South Central Council of Governments

WHEREAS, the parties to this agreement desire to cooperate in developing and carrying out various housing projects.

NOW THEREFORE, the parties hereby mutually agree as follows:

1. Responsibilities. The responsibilities of the lead party as outlined in any and all grant contracts entered into by the Huerfano County as lead party for the South Central Council of Governments shall be assumed by the South Central Council of Governments from the Huerfano County. These responsibilities include compliance with all financial management, environmental review, labor standards, civil rights, record keeping, reporting and other requirements of the entity providing the grant funds.
2. Subrecipient. The South Central Council of Governments shall be designated a subrecipient of (local government agency) for grant funds under this Agreement.
3. Term of Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing funding for said proposed project, or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in the Agreement six months after providing written notice of such termination to the other party of this Agreement. This Agreement may be terminated at any time by agreement by both parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements must be made for completing the project.
4. Auditing and Reporting. The South Central Council of Governments shall provide Huerfano County with an annual audit report as well as all reports submitted to grant funding sources.
5. Program Income. If the program income is a result of your Homebuyer Assistance Program, per federal HOME requirements and by contractual agreement with the Colorado Division of Housing, Grantee/ Subgrantee you may only use the program income received for continuing the Homebuyer Assistance Program. These funds are also subject to the Colorado Division of Housing Revolving Loan Fund (RLF) Policies, Guidelines and Procedures Revolving Loan Fund Guidelines (5/1/99) (AGENCIES HAVING HBA RLFs) (if applicable)

If the program income is a result of funding for a Single-Family Owner-Occupied Rehabilitation Revolving Loan Fund, the funds must be applied toward continuing existing program activities. These funds retain all the HOME Program requirements; the funds must be returned to the grantee's Revolving Loan Fund (RLF); and, are subject to the Colorado Division of Housing Revolving Loan Fund (RLF) Policies, Guidelines and Procedures Revolving Loan Fund Guidelines (5/1/99). (AGENCIES HAVING SFOO RLFs) (if applicable)
6. Modifications and Changes. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

Huerfano County

By [Signature]

Position [Signature]

ATTEST: [Signature]

Huerfano Co. Clerk & Recorder

South Central Council of Governments

By [Signature]

Position Executive Director

ATTEST: [Signature]



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

Item 3d.



Board of County Commissioners

Don Scanga
Region 2 South Program Local Agency
Colorado Department of Transportation
5615 Wills Boulevard
Pueblo, CO 81089

June 11, 2024

RE: Project 22615 - Huerfano County Bridge

Dear Mr. Scanga,

Please accept this letter as confirmation of Huerfano County's commitment of funds to complete the Huerfano River Bridge Project. The latest engineer's estimate for this project is \$650,145.12 and the current grant budget, including grant funds and local funds, is \$485,746.00. The County's over-match, required to move forward with this project is \$164,399.12.

Huerfano County is committed to completing this project and ensuring a safe crossing of County Road 543 over the Huerfano River. We are grateful for CDOT's partnership with the County on this project.

Thank you for your consideration.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: June 11, 2024

ITEM NAME: Revised Huerfano River Bridge Project Overmatch Commitment

SUBMITTED BY: Carl Young, County Administrator

SUMMARY: Attached is a revised letter to CDOT Region 2 Local Agency confirming our commitment to the overmatch required to move forward with the project to replace the County Road 543 Bridge over the Huerfano River. Or original letter listed an overmatch amount of \$117,972.61, which should have been \$164,399.12. We have discussed with the CDOT Local Agency Team that our preferred way forward is to put this project out to bid and submit a request for additional funding to CDOT based on the actual bid results. This should strengthen the County’s request and minimize risk that bid results could exceed Engineer’s estimates.

RECOMMENDATION: Motion to approve the revised overmatch commitment letter to CDOT Local Agency for the Huerfano River Bridge Project.

BACKGROUND: KLJ has prepared the full bid package for this project and is awaiting final CDOT approval before releasing the package. Per CDOT regulations, and even though they agree with our approach to request additional funds after bidding, the Local Agency team is prohibited from approving without this letter.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Commissioners Purchasing Review Report by Fund (APLT55)

Item 3e.

Beginning Date: 5/23/2024

Ending Date: 5/23/2024

Huerfano County

Vendor:	Description	Vendor Amount
Fund: 001 GENERAL FUND		
ADPRO	Public Relations	\$450.00
ALAMOSA COUNTY VETERANS	veteran transport walsenburg to pueblco - G Cisneros	\$54.00
ALPHA CARD	Fargo DTC1000 Ribbon for Card Printer	\$107.94
ALPINE FORD LLC	Veh Repairs 4/02, 4/18, 4/22	\$1,211.94
ANCHOR MOTEL	Lodging for transients 01/2024 - 03/2024	\$350.00
ANTHONY LUGINBILL	Mileage reimbursement for travel to Sheep Mtn Tower for repairs on 5-1	\$90.79
Anthony Vallejos	refund of cleaning deposit gym	\$300.00
AVENU INSIGHTS & ANALYTICS	april invoice	\$5,488.54
AXIS BUSINESS TECHNOLOGIES	KYOCERA COPY MACHINE	\$68.60
BROWNSTEIN HYATT FARBER SCHRECK LLP	professional services through 01/31/2023	\$15,281.80
Candelaria Silva	Refund of Walsenburg Community Center Rental Deposit	\$300.00
CANON FINANCIAL SERVICES INC	Meter usage and Contract charge	\$1,005.38
Celia Marie Salazar	JBBS/MAT Reimbursable Hours 4/01 - 4/30	\$1,597.40
CITY AUTO PARTS	ANTENNA	\$15.19
CSU ENGAGEMENT & EXTENSION	Goods/services - personnel expenses	\$3,893.75
CTSI	Law Enforcement Deductible	\$25,000.00
DANIEL'S TOWING & AUTO REPAIR	Vehicle Repairs	\$1,047.00
DAVID MCCAIN	Transport Services 4/17 - 5/16	\$1,468.88
DEBRA J. REYNOLDS	EASTERN DIV MEETING MILEAGE	\$215.75
Dee Ann Lyons	JBBS/MAT Reimbursable hours worked 4/1 - 4/30	\$3,137.65
DEEP ROCK	Artesian water 3/28 - 4/18	\$150.89
DISTRICT HEALTH DEPT.	May 2024 allocation per budget	\$13,000.00
EMPLOYERS COUNCIL	Investigation services workplace #1002553410	\$7,650.00
ESRI	Desktop Computers	\$11,220.00
F & C SAWAYA WHOLESALE CO	Jail Supplies	\$713.84
FIRST CHOICE	Inmate meals 4/01 - 4/29	\$1,395.66
FREMONT PAVING & REDI MIX	CATTLEGUARD/STAIRS	\$455.00
HINKLE & COMPANY, PC	2023 Audit	\$4,900.00
HUERFANO COUNTY	Veh Repairs: BJOL62 - Unit 3341 '09 Crown Vic	\$5,124.50
ILLUSTRATED APPAREL	SPORTSHIRT FOR DHS	\$51.96
Kimberly Sue Trujillo	Monthly cell phone stipend May 2024	\$40.00
LA VETA OIL LLC	Vehicle Tow, Fuel	\$291.76

Commissioners Purchasing Review Report by Fund (APLT55)

Huerfano County

Beginning Date: 5/23/2024 Ending Date: 5/23/2024

Vendor:	Description	Vendor Amount
LESTER BERRY	Monthly cell phone stipend May 2024	\$40.00
LG MAINTENCE ENTERPRISES, LLC	Security coverage at courthouse 04/19 - 05/09	\$3,300.00
LOVE'S TRAVEL STOPS & COUNTRY	Fuel for 4/05/24 - 5/04/24	\$1,194.06
MOBILE RECORD SHREDDERS	SHRED	\$26.40
MOUNTAIN DISPOSAL, INC	monthly toilet charge April 2024	\$190.00
Nancy Lynn Winsor	JBBS/MAT Coordinator Reimbursable Hours 4/01 - 4/29	\$1,434.72
NaTasha Reifschneider	JBBS/MAT: Counseling & Admin Hours 4/01 - 4/29	\$860.00
NATIONAL ASSOCIATION OF	county dues 07/012024 to 06/30/2025	\$450.00
O'REILLY AUTOMOTIVE INC	STEREO	\$63.98
PRO COM	Pre-employment drug testing	\$244.00
PUEBLO BRAKE & CLUTCH/TRUCK PARTS INC	STROBE	\$152.25
QUILL CORPORATION	Office Supplies	\$108.06
ROCKY FORD GROWERS CO-OP	product - Fiesta Park	\$470.00
SCHUSTERS' PRINTING, INC.	Checks	\$559.00
SHAMROCK FOODS COMPANY	Inmate Meals	\$5,722.86
SHULTZ LAW OFFICE, LLC	Legal Services	\$2,535.00
SPANISH PEAKS REGIONAL	Inmate Meals 3/02/24 - 4/01/24	\$2,649.28
STAR DRUG, INC.	JBBS/MAT Reimbursable Medications	\$98.38
STATE OF COLORADO	May Mailers	\$445.53
STEVE & SONS AUTO GLASS	LaPorte's Vehicle: window glass blew out	\$388.14
Tessa Navarrette	JBBS/MAT: Qualified Med Administration	\$1,200.00
THE HOME DEPOT PRO	order 55621403 acc 588569	\$652.70
The Wellman Way, LLC	May 2024 Salary payment per contract	\$8,000.00
THOMSON REUTERS-WEST Payment Center	CLEAR Software Subscription Charges	\$493.94
TRIAD Resource Group, LLC	Employee Assistance	\$780.12
Urban Atelier LLC	On Call Planning Services	\$770.00
ValueWest Inc.	april invoice	\$2,250.00
WALSENBURG LUMBER COMPANY	community center	\$772.49
WATTS UPFITTING INC	JBBS/MAT: HC 2024 Transport Van	\$20,181.10
WORLD JOURNAL	Classified Ads and Legal Notices for Finance Office	\$3,271.80

Subtotal for Fund 001 GENERAL FUND : \$165,382.03

Fund: 002 ROAD & BRIDGE FUND

ACORN PETROLEUM, INC.	FUEL	\$25,845.46
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Commissioners Purchasing Review Report by Fund (APLT55)

Item 3e.

Beginning Date: 5/23/2024

Ending Date: 5/23/2024

Huerfano County

Vendor:	Description	Vendor Amount
ALLDATA	DIAGNOSTICS	\$1,500.00
CENTURYLINK	Acct 300796854 LaVeta Shop phone service May 08 to Jun 07, 2024	\$126.85
CITY AUTO PARTS	SUPPLIES	\$3,604.87
CITY OF WALSENBURG	lone tree gravel pit	\$474.41
DAURIO AUTO-TRUCK INC.	RIMS	\$500.00
FREMONT PAVING & REDI MIX	CATTLEGUARD/STAIRS	\$455.00
HINKLE & COMPANY, PC	2023 Audit	\$0.00
INTERSTATE BILLING SERVICE, IN	ANTIFREEZE	\$375.00
J. M. TIRE COMPANY	DIAGNOSTICS	\$514.50
JERRY SPORCICH	Monthly Cell phone stipend May 2024	\$40.00
JOHN DEERE FINANCIAL	MEMORY CARD	\$51.26
LA VETA OIL LLC	FUEL	\$179.85
LIGHTNING BOLT INC.	BOLTS	\$112.43
NICK L. ARCHULETA	Monthly Cell Phone Stipend May 2024	\$40.00
OL' RELIABLE CAR CENTER	PROPANE FORKLIFT	\$68.00
O'REILLY AUTOMOTIVE INC	PAINT	\$9.99
PENROSE STEEL & TUBING INC.	parts	\$1,165.20
PRO COM	DOT Alcohol Testing	\$21.50
PUEBLO BRAKE & CLUTCH/TRUCK PARTS INC	FINANCE CHARGE	\$5,443.77
ROAD SIDE SUPPLIES LLC	SIGNS	\$49.28
SAN ISABEL SERVICES	PROPANE	\$527.62
SNAP-ON TOOLS	A/C ADAPTER	\$41.65
SOUTHERN TIRE MART	TIRES	\$1,930.27
SPORLEDER FEEDS	OXYGEN	\$41.50
SPRADLEY CHEVROLET OF PUEBLO	Equinox repair	\$1,962.97
TWIN LANDFILL CORPORATION	PORTABLE TOILET	\$150.00
U.S. AUTOFORCE	TIRES	\$1,953.47
WALSENBURG LUMBER COMPANY	FINANCE CHARGE	\$72.08

Subtotal for Fund 002 ROAD & BRIDGE FUND : \$47,256.93

Fund: 003 LODGING TAX TOURISM FUND

ADPRO	newsletter, organic social, public relations, web dev	\$3,895.00
Gravel Adventure Field Guide LLC	Gravel Adventure Field Guide banners	\$700.00
PLACER LABS INC.	Tourism - tracking software	\$8,000.00

Commissioners Purchasing Review Report by Fund (APLT55)

Item 3e.

Beginning Date: 5/23/2024 Ending Date: 5/23/2024

Huerfano County

Vendor:	Description	Vendor Amount
SCENIC HIGHWAY OF LEGENDS	2024 Huerfano County Tourism Board Stakeholder Membership	\$600.00
Subtotal for Fund 003 LODGING TAX TOURISM FUND :		\$13,195.00
Fund: 004 SPECIAL PROJECT FUND		
Armstrong Consultants	professional services airport master plan 01/01/2024-04/26/2024	\$1,487.15
B&G Construction	gardner community center reset vault/toilet	\$7,500.00
CHAD LESSAR EXCAVATION	HAUL AND CLEAN DITCH THORN RANCH	\$1,750.00
HOEHN ARCHITECTS P.C.	professional services apr 2024	\$2,686.33
McKinstry Essention, LLC	epc	\$22,298.97
MEYER & SAMS INC.	PROJECT 2022-070 INDUSTRIAL PARK	\$4,056.70
SE GROUP	March 31 to May 4th	\$7,658.55
STRICKLER SERVICES, LLC	HC FITNESS	\$978.80
Subtotal for Fund 004 SPECIAL PROJECT FUND :		\$48,416.50
Fund: 050 CONSERVATION TRUST FUND		
ARTHUR L CRUZ	Seasonal Contracted Maintenance - Fiesta Park	\$580.68
James T Sharpe	Seasonal Contract Position for Fiesta Park	\$580.68
Subtotal for Fund 050 CONSERVATION TRUST FUND :		\$1,161.36
Fund: 051 P.I.L.T.		
CivicPlus LLC	Municode 06/15/2024 to 06/14/2025	\$1,195.00
HUERFANO COUNTY YOUTH SERVICES	community garden - gardners mix	\$500.00
Subtotal for Fund 051 P.I.L.T. :		\$1,695.00
Fund: 062 FEDERAL FOREST PROJECT FUND		
SPORLEDER FEEDS	1 gallon bar and chain oil	\$533.75
WALSENBURG LUMBER COMPANY	1 3/4in Padlock ballbear	\$69.98
Subtotal for Fund 062 FEDERAL FOREST PROJECT FUND :		\$603.73
Fund: 068 WASTE TRANSFER ENTERPRISE		
HUERFANO COUNTY	Fuel Billing 04/15/24 to 5/15/24	\$808.92
OTERO COUNTY LANDFILL INC.	tonnage towns and cities	\$849.90
Subtotal for Fund 068 WASTE TRANSFER ENTERPRISE :		\$1,658.82
Fund: 069 EMERGENCY SERVICES FUND		

Commissioners Purchasing Review Report by Fund (APLT55)

Item 3e.

Beginning Date: 5/23/2024 Ending Date: 5/23/2024

Huerfano County

Vendor:	Description	Vendor Amount
BRITTNEY CIARLO	monthly cell phone stipend May 2024	\$40.00
HINKLE & COMPANY, PC	2023 Audit	\$0.00
HUERFANO COUNTY	Fuel Billing 04/15/24 to 5/15/24	\$311.92
RAQUEL LOPEZ-RODRIGUEZ	Mileage Reimbursement for travel to Conference in Texas	\$853.31
WALSENBURG LUMBER COMPANY	one sided key	\$2.49
Subtotal for Fund 069 EMERGENCY SERVICES FUND :		\$1,207.72
Fund: 070 GARDNER PUBLIC IMP DISTRICT		
CENTURYLINK	monthly charges 7197460158 May 8 to Jun 7 2024	\$112.22
COLORADO RURAL WATER	gardner W&S Dues membership 12/31/2023-12/31/2024	\$200.00
UNCC	utility locate apr 24	\$6.45
Subtotal for Fund 070 GARDNER PUBLIC IMP DISTRICT :		\$318.67
Fund: 071 DISASTER RECOVERY FUND		
STRICKLER SERVICES, LLC	HC FITNESS	\$0.00
Subtotal for Fund 071 DISASTER RECOVERY FUND :		\$0.00
Fund: 072 ASSET MGMT ENTERPRISE FUND		
HINKLE & COMPANY, PC	2023 Audit	\$0.00
Subtotal for Fund 072 ASSET MGMT ENTERPRISE FUND :		\$0.00
Grand Total :		\$280,895.76

Proclamation No.24-05

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

ROBERT GONZALES DAY IN HUERFANO COUNTY, COLORADO

WHEREAS, Colorado Revised Statutes section 30-11-107(cc) specifically grants authority to the Board of County Commissioners to recognize accomplishments or achievements deserving of individuals or organization; and

WHEREAS, the Huerfano County Commissioners wish to recognize Robert Gonzales as a United States Air Force Veteran of Huerfano County; and

WHEREAS, the quality of life of citizens within the United States, especially Huerfano County has been enhanced through Robert Gonzales’s service in the United States Air Force; and

WHEREAS, Robert Gonzales achieved the rank of Buck Sergeant; and

WHEREAS, Robert Gonzales served our Country in Udorn Thailand and

WHEREAS, Robert Gonzales served from January 27th 1971 to September 26th 1974 and

WHEREAS, Huerfano County is a better place because of Robert Gonzales; and

WHEREAS, the Huerfano County Commissioners wish to recognize Robert Gonzales and his Service to the United States citizens.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Huerfano County Commissioners, does hereby recognize June 11th, 2024 as

“ROBERT GONZALES DAY”

For Huerfano County Colorado and urge all the citizens of Huerfano County to recognize and acknowledge Robert Gonzales and his service to the citizens.

BE IT FURTHER RESOLVED that the Huerfano County Commissioners unconditionally support the recognition of Robert Gonzales through and by this proclamation.

INTRODUCED, READ, AND ADOPTED on this 11th day of June 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner



Huerfano County
Board of County Commissioners
Staff Report– Marijuana Cultivation License ML-24-001- Focus Buds
Meeting Type – Public Hearing

Hearing Date: June 11, 2024

Application Summary:

Focus Buds is applying for a Retail Marijuana Cultivation License to cultivate marijuana on a property with existing facilities, including a greenhouse, hoop house and water storage tanks. The property was used to grow hemp between 2017-2019, but due to market conditions, has been unused since 2019. The 107.85-acre property (parcel no. 395593) is zoned Agricultural and located adjacent to the Spanish Peaks Village subdivision, and just north of the County-owned Rio Cucharas Inn. Access to the property is off County Road 504.

The property is owned by Blue Sky Farms, a CBD company that has two properties in Huerfano County. Blue Sky Farms is leasing the property to Focus Buds, a new company formed for the purpose of the proposed operation.

Project Narrative:

Focus Buds proposes to grow retail marijuana in an existing facility formerly used to grow hemp. The site has a greenhouse, a hoop house, water storage cisterns, a trimming room and two shipping containers for storage. The operation anticipates growing two to three indoor crops per year in the greenhouse and hoop house located on the property. The anticipated size of the crop will be around 1,000 producing plants and will employ six full-time-equivalent employees, including two full-time growers, two permanent trimmer positions at 30-hours/week, and three part-time positions for accounting and marketing. Pharouk Hussein, who owns 51% of Focus Buds, and Joel Hough, who resides in the County and is currently taking care of both of Blue Sky Farms' properties will be employed, contributing to the 51% local labor requirements.

All cultivation will take place indoors. In the greenhouse, a hydroponic system will be used; in the hoop house, crops will be grown in grow boxes. Carbon filters will be used to mitigate odors from the facility. During harvest times the filtration system will be augmented with an additional portable filtration system. The facility has over 20,000 gallons of water storage capacity and will rely on hauled water from Ojo Springs Drilling and Well Service. There is a residential well located on the property, but it is not operational and cannot be used for Cannabis operations.

Focus Buds is a participant in a state social equity program for minority-owned business. This enhances eligibility for grants, helps to expedite and reduce fees with the state licensing process. Based on initial revenue projections the applicant anticipates that roughly \$35,775 will be paid to the County in excise taxes in the first year of operations.

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Walsenburg, Colorado 81089
719-738-1220, ext 506



Security:

Security cameras and lighting are to be installed around all entrances, exits to structures, including shipping containers.

Comprehensive Plan Compliance:

The 2018 Huerfano County Comprehensive Plan has several elements that pertain to this application. Including:

Land Use and Growth:

LG 1.1: Strive to maintain low impact agricultural uses in the County.

LG 1.2 Accommodate residential, commercial and industrial land uses in the County.

LG 2.1: Ensure that new development under the jurisdiction of the County is appropriately located with adequate access to utilities and services.

Economic Development:

ED 2.1: Require commercial and industrial development and uses to occur in locations that will benefit the County and minimize land use conflicts.

ED 5.4: Repurpose existing major private and public facilities which are currently unused or underutilized.

Water Resources:

WR 1.4 Applicants should avoid reliance on “Haul” water for which a firm contract for a specific amount of water over a specified period of time has not been entered into with the water provider.

Code of the West -- Agriculture:

1. It is possible that adjoining agriculture uses can disturb your peace and quiet.

6: ...If you choose to live among the farms and ranches of our rural countryside, do not expect County government to intervene in the normal day-to-day operations of your agribusiness neighbors.

Impacts and Mitigation:

Odor: All proposed cultivation will be indoors, and air filtration systems installed on both the greenhouse and hoop house. The applicant stated that when the facility was in operation for the production of hemp from 2017-2019, no complaints from neighbors were received. Hemp and marijuana have similar impacts in terms of odor.

MSDS sheets: Alcohol Wipes, Antibiotic ointment, CO2 Safety, Clorox regular bleach, Essential, everyday ammonia cleaner, Advanced Nutrients Bud Ignitor

Traffic generated will consist of up to three employees. Often not all three will be present on site at the same time. If all three are present and leave for a lunch break, it would generate 12 trips per day on CR 504.

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Lighting: MED regulations require that security cameras be capable of identifying activity and individuals occurring within 20 feet of all points of ingress and egress. Outdoor lighting will be designed to balance requirements of dark skies regulations with MED security needs. The lighting plan submitted with this application includes the following measures:

1. Shield all fixtures over 175-watts
2. Limit pole-mounted light to under 25-feet
3. Design and locate lights to prevent objectionable light at and across property lines and to prevent glare at any location on or off the property
4. Light not to exceed 5 foot-candles and directed at designated areas.

Indoor lighting: During the vegetative stage of growth, plants require up to 18-hours of light per day, while during the flowering stage, they require 12-hours of light per day. When days are short, such as during the winter, indoor lighting will be used. To prevent this from causing disruptive light pollution, the following measures will be taken to prevent indoor light from being visible outside the greenhouses:

1. Light abatement screens
2. Vertical, retractable light-restricting screens
3. Specialized overhead screens

Water: Water for this project will be hauled from Ojo Springs Drilling and Well Service and stored in cisterns on site. The Division of Water Resources has submitted a letter for this case, WDID 1670001, affirming the legal source of water, in which disapproval of the application based solely on its ability to operate using a legal source of water is *not* recommended.

Completeness:

Submittal requirements are laid out in Section 5.01 of the Marijuana Ordinance. All required documents have been submitted with this application.

All structures are required to have certificates of occupancy. Huerfano County records show that a final inspection was conducted, but no record of a certificate of occupancy could be found. A re-inspection of the property was conducted on June 5, 2024 and a certificate of occupancy is pending electrical, plumbing and gas finals. There is an un-permitted hoop house on the property approximately 100ft x 30ft. To come into compliance, the applicant must apply for a building permit, have the structure inspected and address any issues that may be identified. There are also two un-permitted shipping containers. To come into compliance, applicant must apply for a conditional use permit for shipping containers. There is also a camper that shows signs of being lived in and for which no camping permit has been issued. If the camper is being lived in for more than 7 consecutive days or more than 30 days in a 12-month period, a camping permit needs to be obtained.

Location:

Context: Located to the west of Spanish Peaks Village and just over 2,500 ft. south of the southwest portion of Rio Cucharas Phase 1. The property is separated from Rio Cucharas Phase 1 by two adjacent properties on the northern property line belonging to the Bar Spear Ranch and Mountain

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Lake Ministries. To the west and south of the property is a parcel owned by Michael Baudendistel, and to the south, the property is adjacent to the Rio Cucharas Inn, owned by the County. The property adjacent to the Rio Cucharas Inn, owned by Rhonda Jean Shafer, is part of the Spanish Peaks Village subdivision. The property also has a frontage and access on CR 504.

The facility is located in the northwest corner of the parcel. The closest properties to the facility are the property owned by Michael Blaudendistel and the Bar Spear Ranch. Both of these properties are agriculturally zoned and contain neither any dwellings or structures.

There is a dyke running NE/SW across the property that creates a visual separation between the facility and neighbors to the south and east (see dashed white line on vicinity map). The dyke running across the property blocks the view of the facility from adjacent properties. Below is a photo taken from the entrance to the property from CR 504: the facility is on the other side of the dyke, which appears as a ridge in the photo below, and which is marked with a white dashed line in the vicinity map below (Figure 2).



Figure 1: From front gate, dyke is visible in the background.

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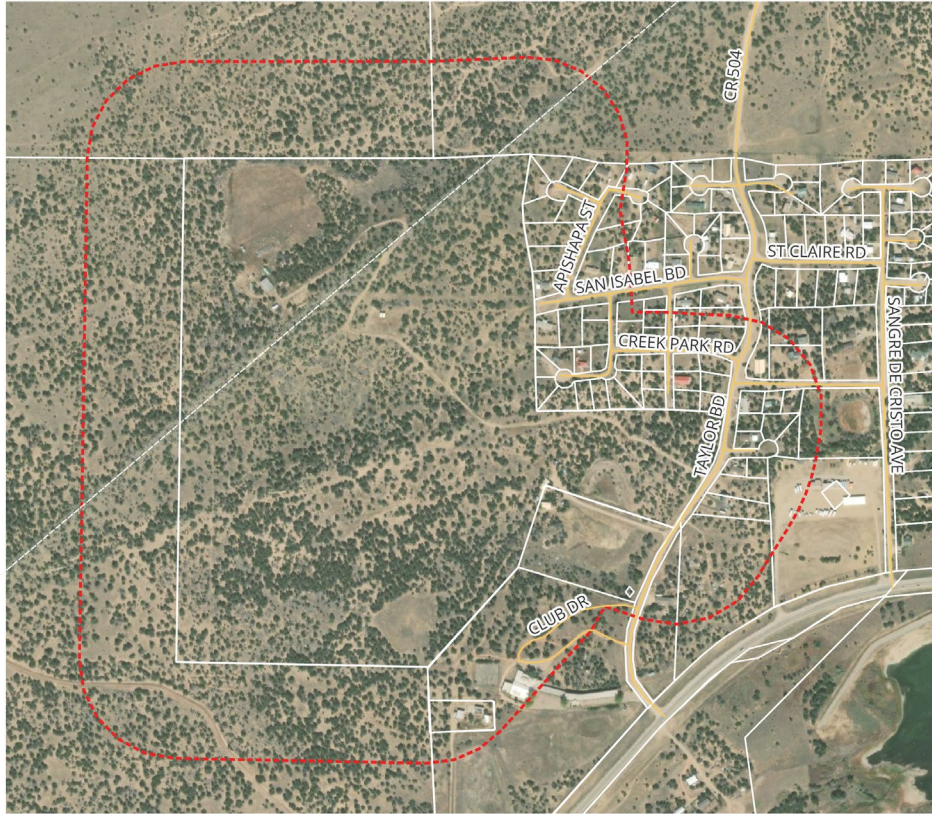


Figure 2: Vicinity Map: Red dashed line shows 500 ft. buffer around property; white dashed line shows location of dyke that bisects property. Facility is located in the northwest corner of property.

Location criteria established in Ordinance 23-001:

1.08.01 No License may be issued to operate a Medical or Retail Marijuana Cultivation Facility in a Residential zone district, or operate a medical or retail marijuana store, manufacturing facility or testing facility as a "home occupation" under the Huerfano County Zoning Regulations.

- The proposed project is zoned agricultural and is not a home occupation.

1.08.02 When the Local Licensing Authority has reason for concern that an adjacent use may not be compatible with the proposed use, a statement of no opposition from adjacent property owners may be requested by certified mail to addresses listed with the Assessor, which shall include a description of the scope of the project to be licensed, information on where application materials can be found for review, and how to respond. If no response is received within 30 days, it shall be considered a de facto statement of no opposition.

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- Adjacent uses to the north and west are vacant agriculturally zoned parcels. To the east is the Spanish Peaks Village subdivision. To the South is the Rio Cucharas Inn property owned by the County.

1.08.03 Proposed new cultivation facilities located within three miles (3) of a municipality boundary shall have an extraterritorial commercial water tap from said community. An approved contract with the municipality for said water tap must be included in the application at the time of the initial submittal or the application shall not be accepted. The water line must be permanently installed from the municipality to the facility prior to the issuing of a Certificate of Occupancy.

- Property is approximately 4.4 miles from the Walsenburg City Limits.

1.08.04 Any new cultivation facilities located more than three miles (3) of a municipality must demonstrate a physical, legal source of water approved by a Division 2 Engineer from the Colorado Division of Water Resources. Documentation of this requirement must be included in the application at the time of the initial submittal, or the application shall not be accepted.

- See letter from DWR and contract with Ojo Springs Drilling and Well Service.

1.08.05 All applications for commercial marijuana cultivation shall be sent to the Colorado Division of Water Resources, the appropriate Fire District, the Huerfano County Sheriff Department, and any other agency determined necessary by the Licensing Authority for review. Any comments by these agencies should be returned to County Staff within twenty-one (21) days of receipt of the application.

- Review agencies notified on 5/1/2024: Huerfano County Road and Bridge, San Isabel Electric, Las Animas-Huerfano County Health Department, Huerfano County Sheriff, Huerfano County Noxious Weed Manager, Huerfano County Assessor, Huerfano County Finance, Huerfano County Treasurer, Huerfano County Soil Conservation District and the Huerfano County Fire Protection District. There was no comments/concerns received by the above mentioned referral agencies.

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

- N/A – this is for a cultivation license.

1.08.07 Retail or medical marijuana stores, testing facilities and infused products manufacturers not located in a Commercial or Industrial zoning district and not operating as a dual operation with a cultivation facility shall have a water supply provided by a municipal or communal water utility.

- N/A – this is for a cultivation license.

Nuisance considerations:

Noise: No part of proposed operations presents a potential source of noise.

Dust: Proposed operations will not create dust.

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Odors: Both the greenhouse and hoop house will be equipped with air filters. During harvest times, a portable filter will be used in addition to installed filter system.

Light: See lighting plan. Outdoor lights will comply with Dark Skies ordinance. During the vegetative phase of growth, grow lights will be used to extend days to up to 18 hours of light. Light from inside greenhouses will be shielded to limit impact.

Hours of Operation: 8am - 8pm

Traffic: Up to four on-site employees: 8-16 personal vehicle trips per day on CR 504.\

Criteria for approval:

6.01.01 Before approving a local license, the Authority shall determine that all of the following requirements have been met by the Applicant:

- (1) The appropriate application is complete and the full application, license and operating fees have been paid;
- (2) The Land Use Department has determined that the use is permitted at the Location of the Premises and the owner or operator has obtained any required approvals under the Huerfano County Land Use Regulations;
- (3) No zoning violations exist on the Premises;
- (4) All proposed signs meet the requirements of the Huerfano County Land Use Regulations;
- (5) All proposed lighting meets the Huerfano County Land Use Regulations;
- (6) Any structure in which a licensed use is located has been inspected by the Huerfano County Building Official, Building Inspector or designee, complies with all applicable Building Regulation provisions and these regulations, and all necessary building permits have been obtained;
- (7) The Premises complies with all applicable Land Use regulations including, but not limited to, driveway, grading, and setback regulations;
- (8) The Premises has all required well or water and sanitation system permits or is adequately served by public water and/or sewer;
- (9) Evidence of a legal and adequate water supply has been established;
- (10) The Premises is not subject to unresolved enforcement action by the Las Animas – Huerfano County Health Department; The Premises complies with the applicable Fire Code;
- (11) All personal property tax schedules related to the Premises are submitted timely and are complete;
- (12) All property taxes have been paid and no tax liens exist on the Premises;
- (13) All Huerfano County sales taxes have been timely reported and paid;
- (14) All Huerfano County retail marijuana cultivation facility excise taxes have been timely reported and paid;
- (15) The applicant and Premises are in compliance with all other applicable County regulations;
- (16) The application, including any required attachments and submissions, does not contain a material falsehood or misrepresentation; and
- (17) The proposed Licensed Premises are located in a Location permitted by these Regulations.
- (18) Protests from nearby residents or HOA/POAs will be considered as a potential justification for denial.
- (19) Demonstration of eligibility to receive a state license of the same type for the same activity at

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the same Location to the satisfaction of the Local Licensing Authority.

Staff Comment: This application addresses each aspect of the marijuana licensing ordinance requirements and includes measures to mitigate anticipated nuisances. If no additional issues that require mitigation are identified during the public hearing, staff recommends approval of this application.

Potential conditions to consider:

- Applicant must obtain a building permit and certificate of completion for the hoop house.
- Applicant must obtain a conditional use permit for the shipping containers.
- If the camper on site is to be lived in for more than seven consecutive days or 30 days in a year, a camping permit must be obtained.

The BOCC may take the following actions on this application:

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

Attachments:

- 1) County Application
- 2) Deed
- 3) Surety Bond
- 4) CO2 monitor controller
- 5) CO2 Regulator Instructions
- 6) Drainage Plan
 - a) Odor Control
 - b) Utilities
- 7) Wastewater Plan
- 8) Division of Water Resources Approval Letter
- 9) Lease
- 10) Facility Diagrams
- 11) Site Plan/survey
- 12) Additional Diagram
 - a) Site plan – aerial photo with labels
 - b) Greenhouse engineered foundation
 - c) Site photo: RV as bathroom breakroom, septic tanks
 - d) Site photo: greenhouse, shipping containers
- 13) Lighting Plan
- 14) Background Check Release: Francisco Bautista

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- 15) Background Check Release: Pharouk Hussein
- 16) Indemnification Waiver: Francisco Bautista
- 17) Indemnification Waiver: Pharouk Hussein
- 18) Properties within 500 ft.
- 19) MSDS: Alcohol Wipes
- 20) MSDS: Antibiotic ointment
- 21) MSDS: CO2 Safety
- 22) MSDS: Clorox regular bleach
- 23) MSDS: Essential, everyday ammonia cleaner
- 24) MSDS: Advanced Nutrients Bud Ignitor
- 25) Investigation Authorizations for Pharouk Hussein and Francisco Bautista
- 26) Property Taxes and Employee Projections
- 27) MED License information



TCS23251

POWER OF ATTORNEY

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

Cristina Alasu

of the State of Arizona

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

Five Thousand Dollars and Zero Cents

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

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



Attest: Dina Daskalakis No. 01MU6067553 Corporate Secretary

HUDSON INSURANCE COMPANY By: Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

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

(Notarial Seal)



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

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

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

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

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

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

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



By: Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY LICENSE BOND

Bond Number TCS23251

KNOW ALL MEN BY THESE PRESENTS:

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

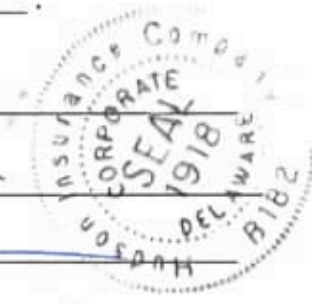
WHEREAS, the condition of this obligation is such that the Principal has obtained a
license from the Huerfano County Treasurer to carry on business as a
effective on the 15th day of February, 2024.

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

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

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

Focus Buds, LLC
Principal
[Signature]
By
[Signature]
Hudson Insurance Company



Cristina Alasu

Item 6a.

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

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

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

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

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

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

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

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

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

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

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

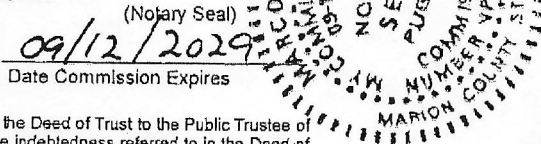
Name, title, and address of officer, agent, or attorney of the holder of the evidence of debt secured by Deed of Trust (lender)

X Andrew Chapman
ANDREW CHAPMAN Signature

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

by* Andrew Chapman
* if applicable, insert title of officer and name of current holder.

Witness my hand and official seal [Signature] Notary Public



RELEASE OF DEED OF TRUST

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

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

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

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)



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

(If applicable; Notary Seal)

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

34362

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

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

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

May 12, 2023 Date
 BLUE SKY FARMS, LLP Original Grantor (Borrower)
 TBD, WALSENBURG, CO 81089 Current Address of Original Grantor, Assuming
 Check here if current address is unknown Party, or Current Owner
 ANDREW CHAPMAN Original Beneficiary (Lender)
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County Rcpt. No. and/or File No. and/or Book/Page No. and/or Torrens Reg. No.
 TO THE PUBLIC TRUSTEE OF Huerfano COUNTY

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

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

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

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

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

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

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

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

X Andrew Chapman
 ANDREW CHAPMAN

Signature

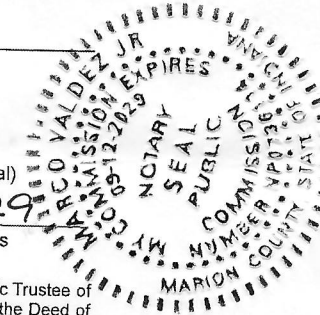
State of Indiana County of Hamilton
 The foregoing Request for Release was acknowledged before me on 05/22/2023 (Date)

by* Andrew Chapman

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

Witness my hand and official seal
 Notary Public

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



RELEASE OF DEED OF TRUST

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

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

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

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

(If applicable: Notary Seal) Deputy Public Trustee

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

34362

DEED OF TRUST

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

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

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

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

See Exhibit A attached

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

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

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

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

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

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

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

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

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

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

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

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

Item 6a.

hand the day and year first above written.

Blue Sky Farms, LLP

BY: [Signature]
Aaron Hough
General Partner

STATE OF COLORADO)
COUNTY OF Windsor) ss.

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

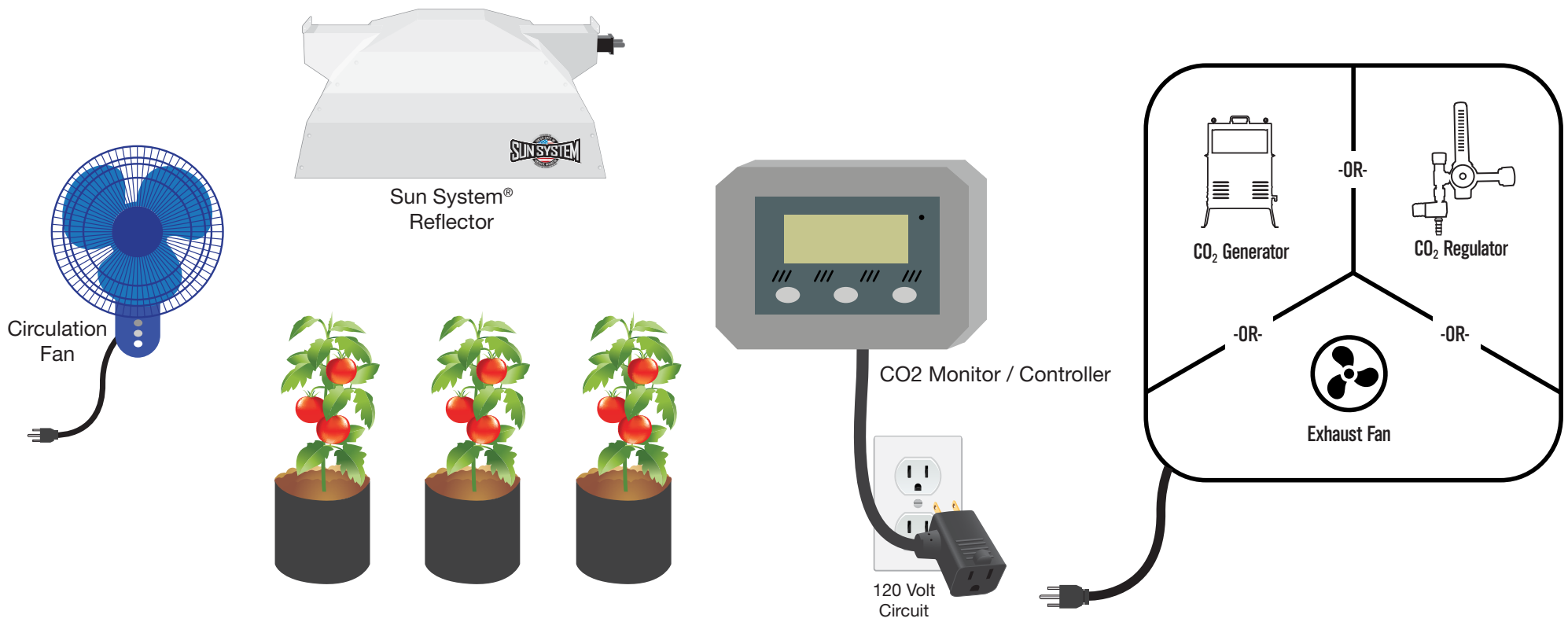
A PART OF THE WEST ONE-HALF OF SECTION 23 AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 22 BOTH IN TOWNSHIP 28 SOUTH RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF HUERFANO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

THENCE NORTH $70^{\circ}24'36''$ WEST ALONG THE NORTH LINE OF SAID TRACT F A DISTANCE OF 780.30 FEET TO THE NORTHWEST CORNER; THENCE SOUTH $19^{\circ}35'24''$ WEST ALONG THE WEST LINE OF SAID TRACT F A DISTANCE OF 609.90 FEET TO THE SOUTHWEST CORNER; THENCE SOUTH $26^{\circ}10'16''$ WEST A DISTANCE OF 732.35 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE EAST ONE-HALF OF THE NORTH-EAST ONE-QUARTER OF SAID SECTION 22 NORTH $65^{\circ}19'50''$ WEST A DISTANCE OF 1310.78 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22 NORTH $00^{\circ}22'13''$ EAST A DISTANCE OF 2687.67 FEET TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22 SOUTH $85^{\circ}37'56''$ EAST A DISTANCE OF 1319.15 FEET TO THE TRUE POINT OF BEGINNING, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

CO2 Monitor / Controller Installation Example





TITAN[®]
CONTROLS

CO₂ GREENHOUSE REGULATOR™

Thank you for purchasing the Titan Controls CO₂ Regulator. You have taken a great step toward a better garden. As you know, CO₂ is a critical component to successful indoor gardening. Plants in an optimum CO₂ enriched garden will grow faster & healthier and produce bountiful yields of fruits and flowers.

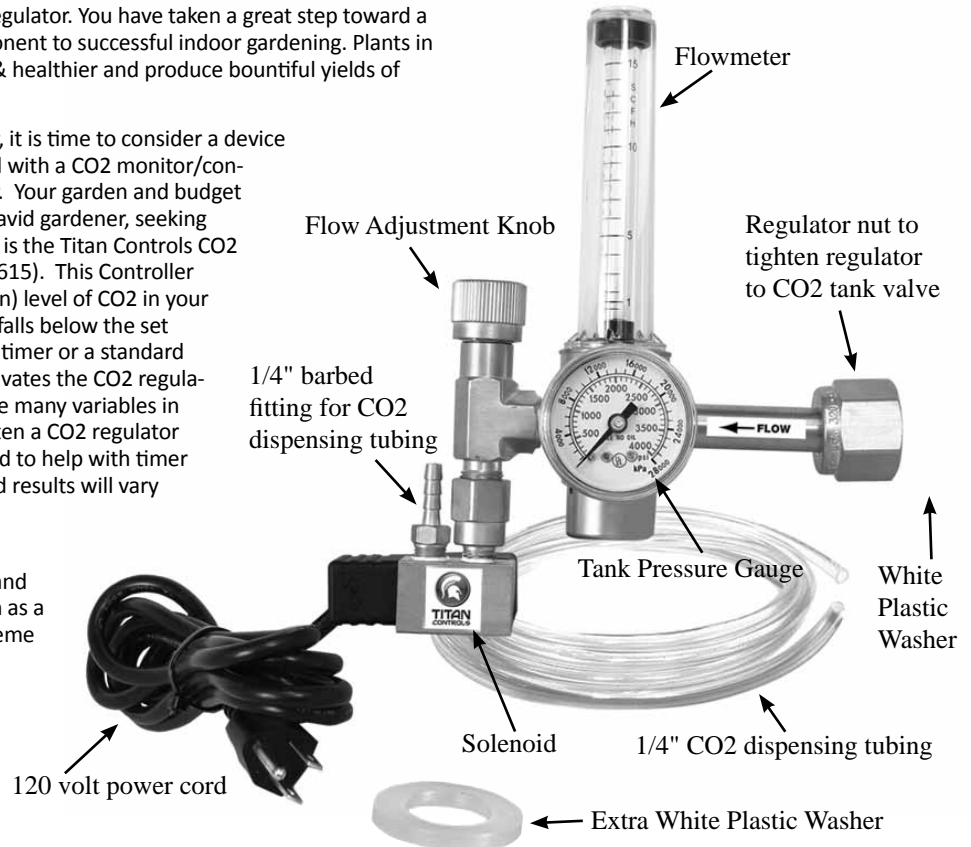
Now that you have the CO₂ tank and CO₂ regulator, it is time to consider a device to control your regulator. This can be accomplished with a CO₂ monitor/controller, a repeat cycle timer or a standard wall timer. Your garden and budget will determine which method you choose. For the avid gardener, seeking precise control of your CO₂ levels, your best option is the Titan Controls CO₂ Monitor/Controller (ask your retailer for part # 702615). This Controller will allow you to set a desired PPM (Parts Per Million) level of CO₂ in your room and will activate the regulator when your PPM falls below the set point. Some gardeners prefer to use a repeat cycle timer or a standard wall timer to control a CO₂ regulator. The timer activates the CO₂ regulator at desired time intervals. Keep in mind there are many variables in a given garden area; it is difficult to suggest how often a CO₂ regulator should be turned on and off. See the chart included to help with timer settings. Please note the chart is simply a guide and results will vary from garden to garden.

WARNING:

- 1) All CO₂ tanks should be placed on a flat surface and securely mounted to a permanent structure such as a wall, or metal frame. These tanks are under extreme pressure. Should one fall or be knocked over, personal injury may result.
- 2) Follow all local laws for transporting, storing and handling CO₂.
- 3) PPM levels should be kept below 2500 PPM. Levels above 5000 PPM can be harmful.
- 4) Always completely turn off the tank valve before attaching or detaching the regulator.

INSTRUCTIONS:

- 1) There may be particulates or debris in the tank valve. Before the regulator is connected to the tank, this material needs to be cleared. This is done by opening the tank valve very quickly for 3 seconds and closing immediately. This should be performed each time a new tank is installed.
- 2) When attaching the regulator to the tank, do not hold on to the plastic flow meter. Putting this pressure on the flow meter will break the seal at the base and permanently damage the unit. This will not be covered under the warranty.
- 3) Insert one of the provided white plastic washers inside the large brass nut. This will help prevent leaks. We recommend replacing the white plastic washer with each tank change. This will ensure a tight fit, without leaks, each time. Replacement washers can be purchased at your local indoor gardening store (#702712).
- 4) Securely attach the regulator to the CO₂ tank. Use a crescent wrench to make this connection. Do not use pliers or channel-locks to tighten the nut. Do not over-tighten the nut.
- 5) Do not use pipe thread tape or lubricants when making the connection to the tank.
- 6) Attach the provided clear tubing to the 1/4" nipple on the CO₂ regulator. Run the tubing from the regulator to the back of an oscillating fan. Zip tie the tubing to the back of your fan. The fan will aid in the CO₂ dispersion around your room.



- 7) Plug the 120 volt power cord into a CO₂ monitor/control system like a Titan Controls CO₂ Controller (#702700). A repeat cycle timer or standard wall timer may also be used.
- 8) Before opening the valve on the CO₂ tank, slightly open (1/2 turn counter-clockwise) the flow adjustment knob on the regulator to relieve the pressure from the gas being released. Failure to do this can permanently damage the unit and void the warranty.
- 9) Open the valve on your CO₂ tank 2 or 3 rotations. Check for CO₂ leaks at all connections by using soapy water.
- 10) To set the flow rate, turn the brass Flow Adjustment Knob. The ball will move up and down inside the Flowmeter. Adjust the knob to your desired flow rate.

WARNING: Opening the Flow Adjustment Knob completely, where the ball moves past the top of the flow scale, can allow the CO₂ to flow too fast. This can cause freezing of the regulator and will void the warranty.

- 11) Please note: CO₂ should be used during daylight hours when the lights are on. Remember: Light + CO₂ = Photosynthesis

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

TITAN CONTROLS CO2 REGULATOR TIMING CHART

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

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

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

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

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

1200 PPM TIMING CHART

GARDEN SIZE CUBIC FEET (L x W x H)

**FLOW METER SETTINGS
CUBIC FEET PER HOUR**

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



**TITAN[®]
CONTROLS**



Sunlight Supply, Inc.

National Garden Wholesale.

VANCOUVER, WASHINGTON U.S.A.

Drainage plan

Site Information

Location: 303 County Road 504, Walsenburg, CO 80189

Property Size: 107.89 acres

Land Use: Agriculture

Objectives

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

Design Components

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

Maintenance Plan

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

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

Odor control

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

Utilities

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

Focus Buds LLC
Wastewater Plan

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

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

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

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

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

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



March 28, 2024

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

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

Dear sir/madam,

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

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

History:

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

Compliance:

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

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



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

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

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

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

Please feel free to contact the Division 2 Office by email at dnr_div2ground.water@state.co.us should you have any questions.

Sincerely,

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

Ivan Valles
Data Analyst - GIS Specialist, Division 2

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

LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Francisco Bautista

[Signature of Landlord]

Francisco Bautista

02/28/2024

Pharouk Hussein

[Signature of Tenant]

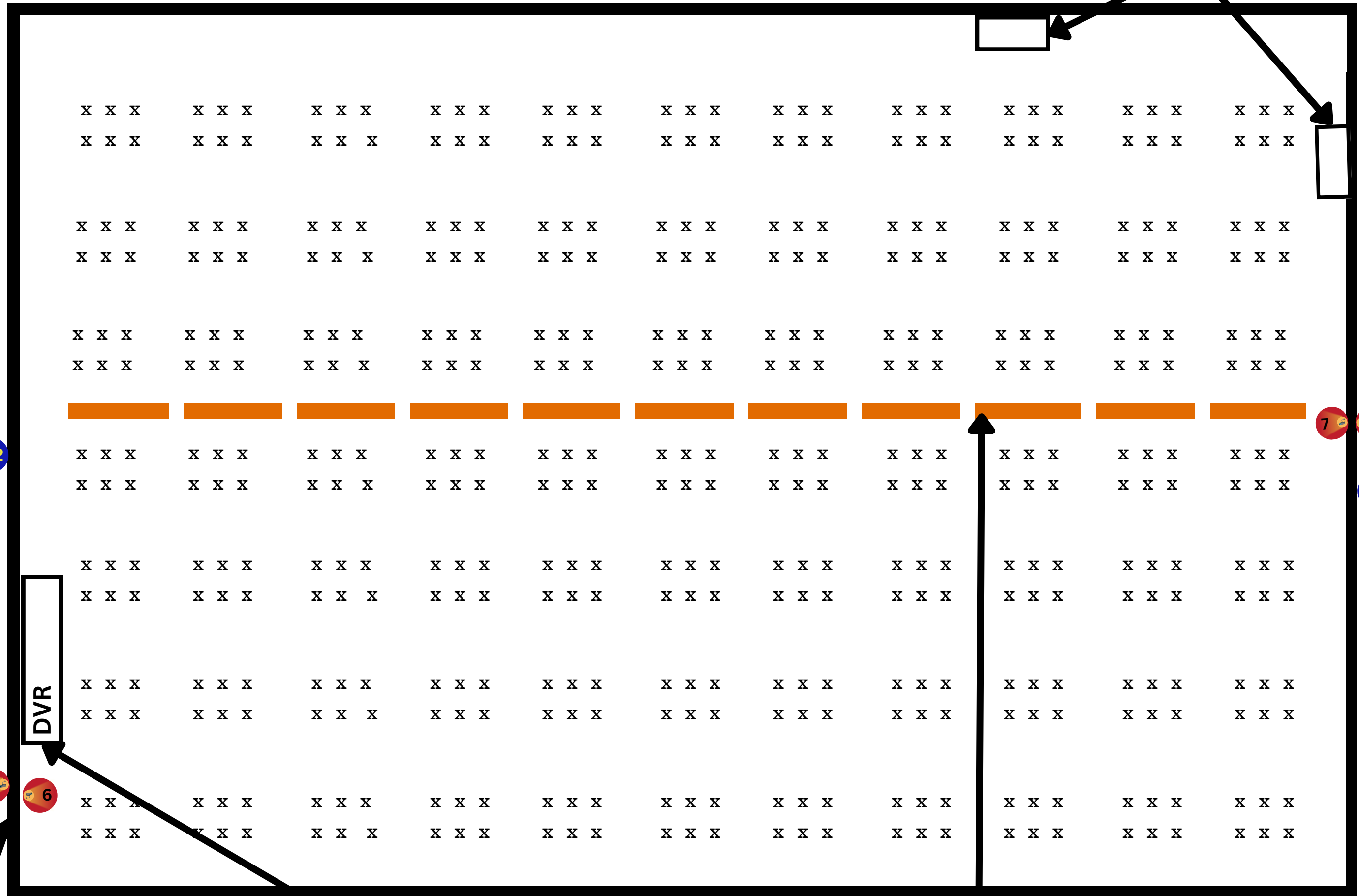
Focus Buds llc

02/28/2024

Greenhouse 1
61.2

WATER STORAGE (250 gallons x 2)

Item 6a.



Ingress/Egress

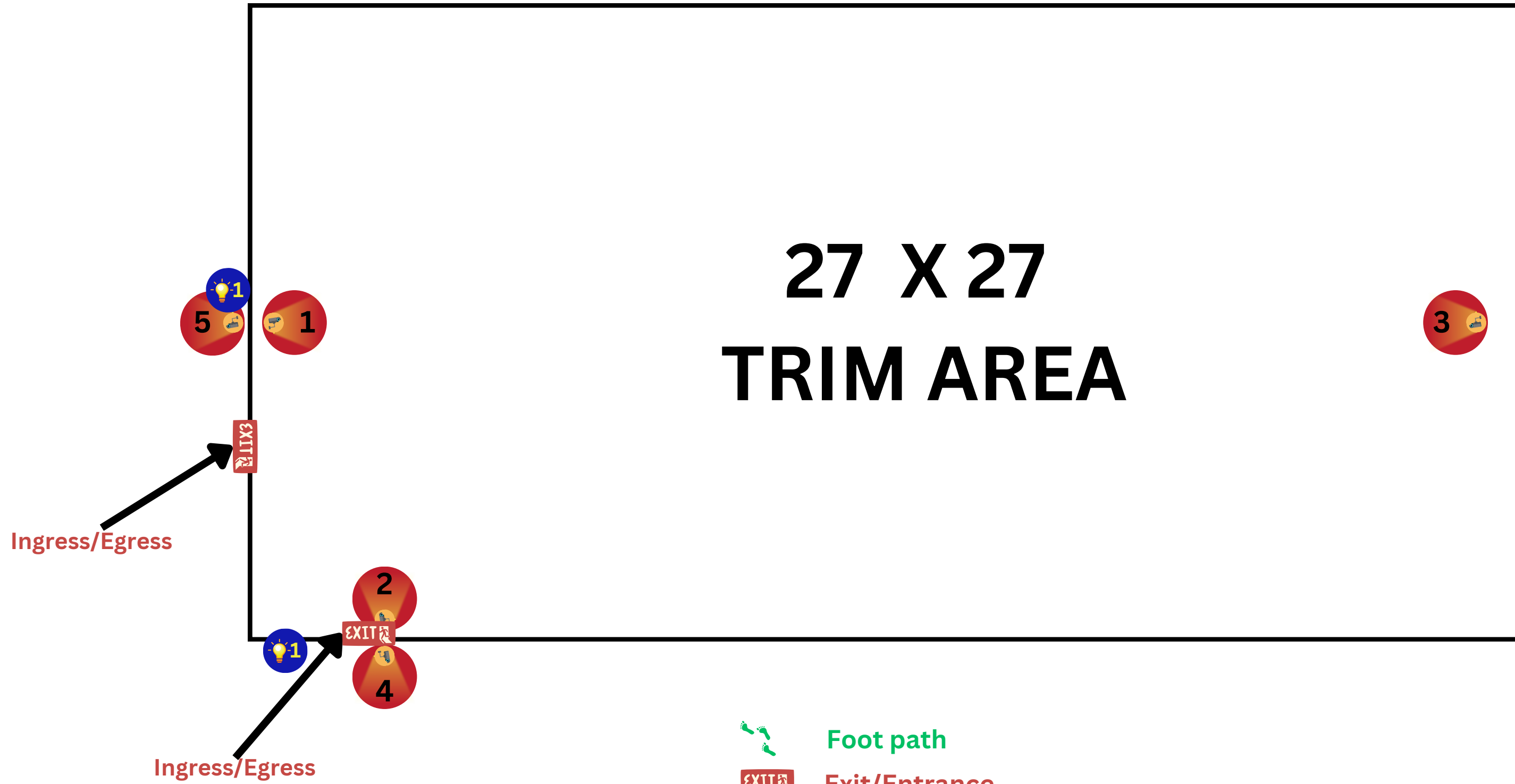
FUUSE BOX, CAMERA CONTROL BOX, LIGHT CONTROLS AND WATER FILTER BOX

FLOOR DRAINS

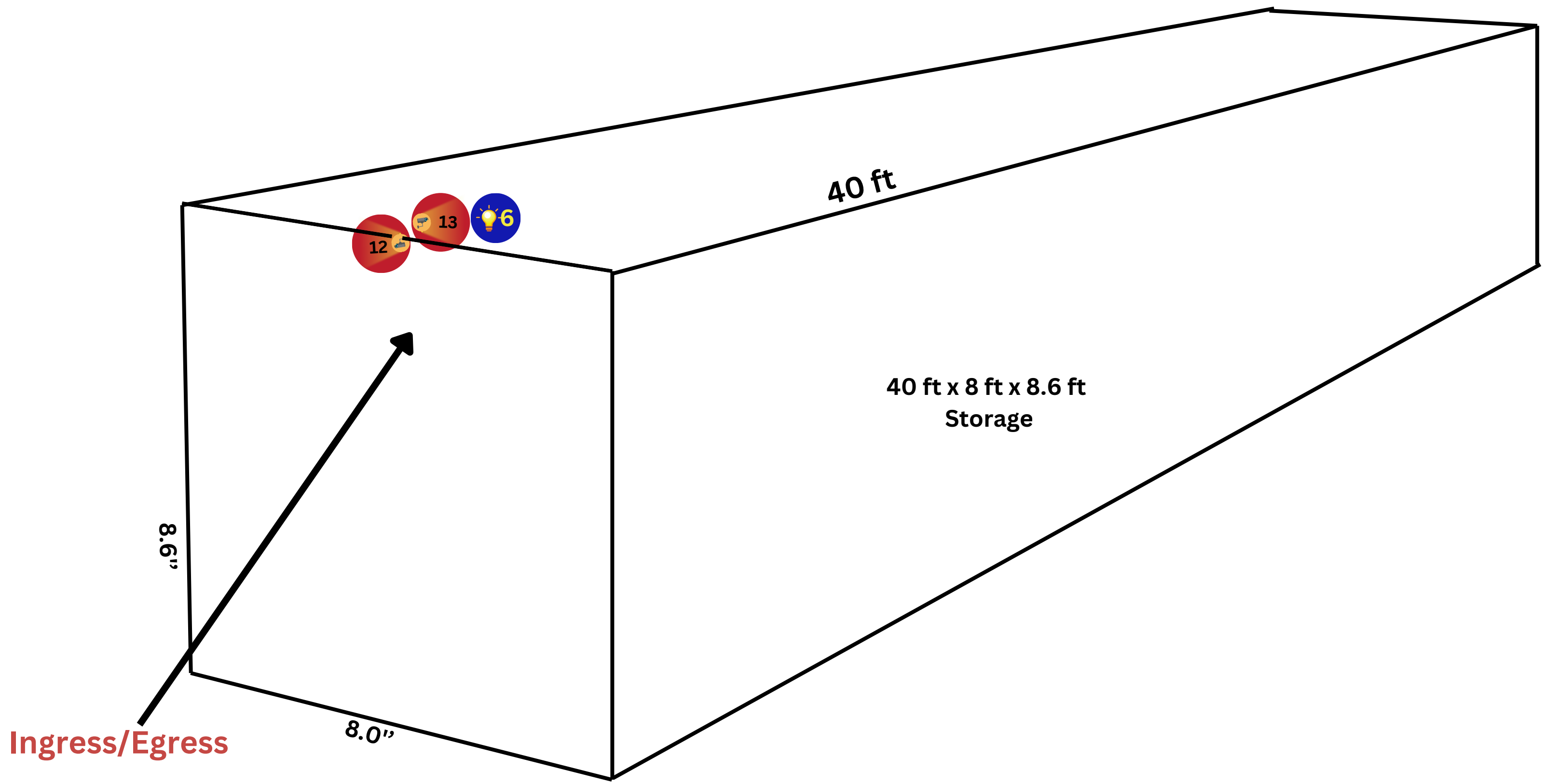
-  Foot path
-  Exit/Entrance
-  Lighting
-  CAMERA

TRIM & STORAGE AREA

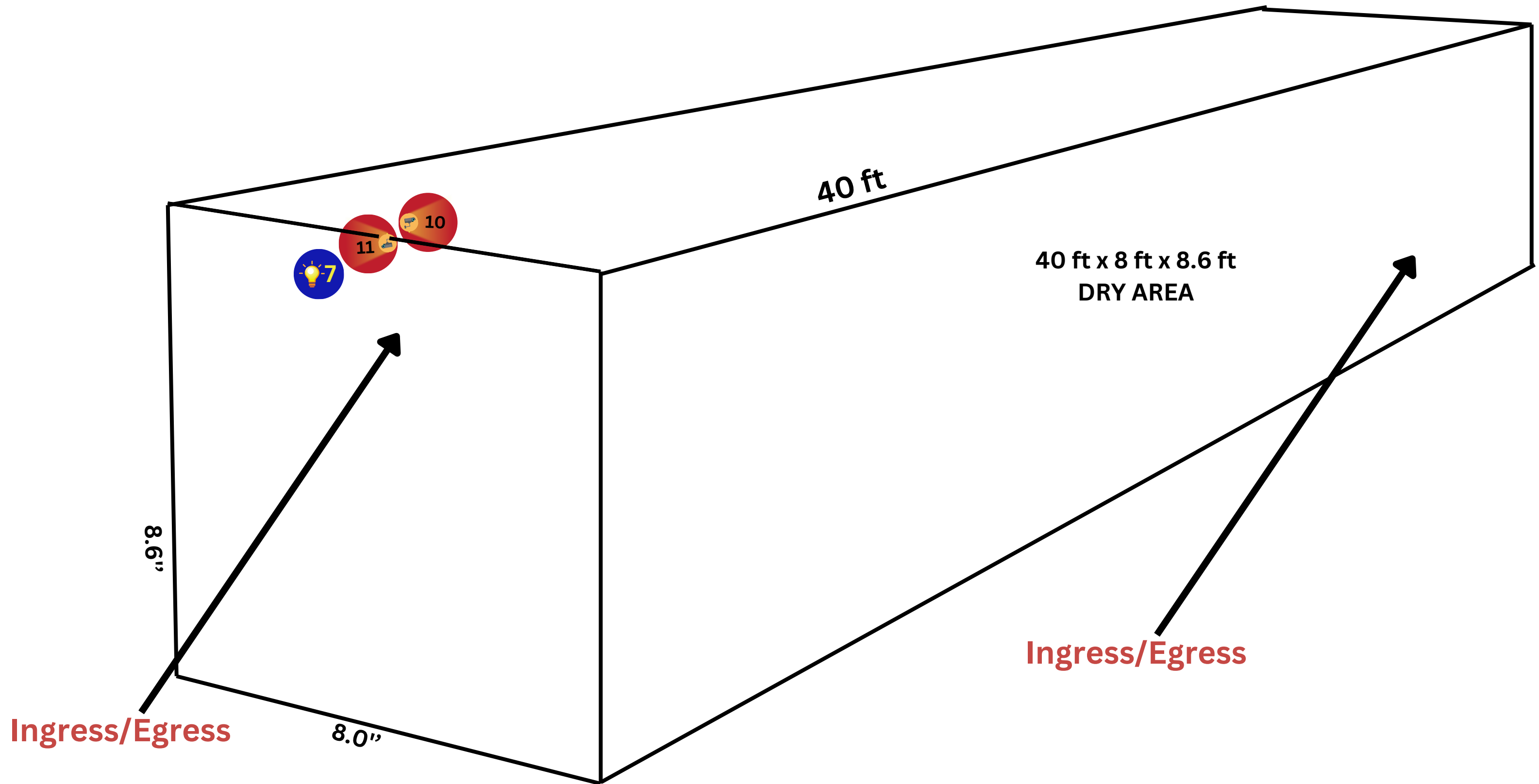
27 X 27 TRIM AREA



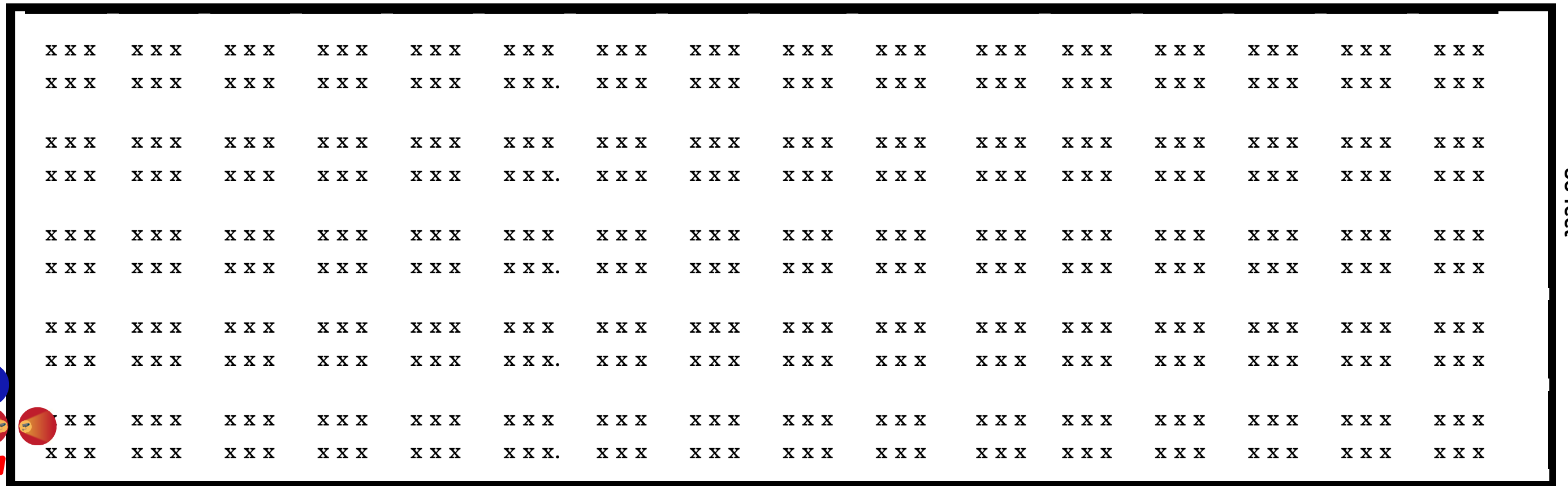
Shipping Container - storage



Shipping Container - Dry area



Hoop house 1 - 100 feet



30 feet

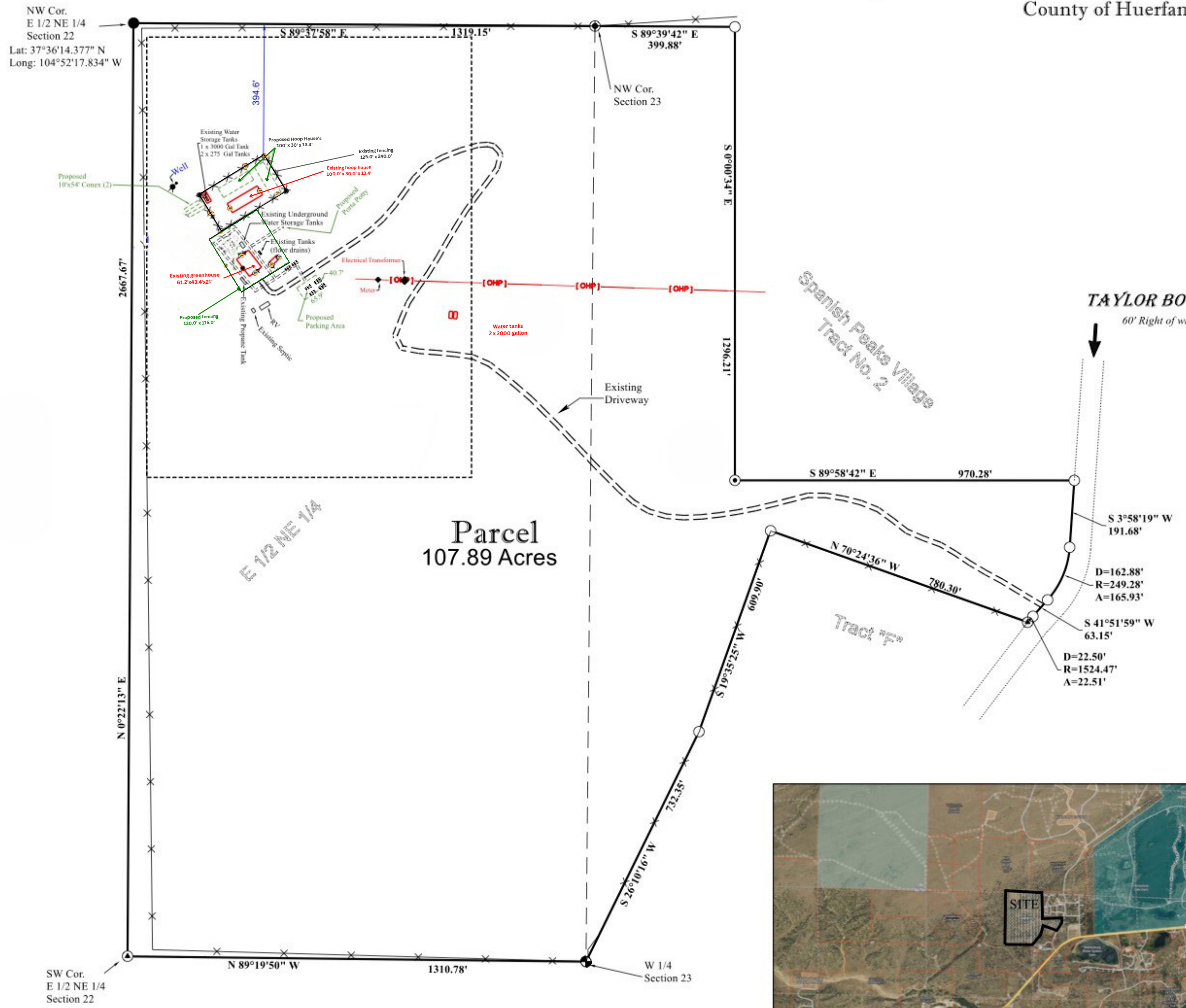
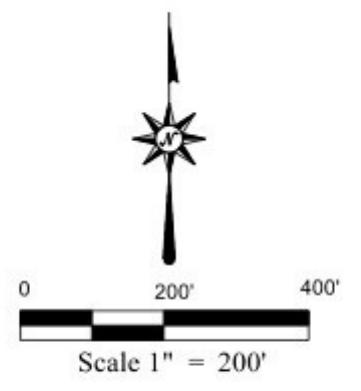
Ingress/Egress

Plot Plan

BLUE SKY FARMS, LLP

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

NW Cor.
E 1/2 NE 1/4
Section 22
Lat: 37°36'14.377" N
Long: 104°52'17.834" W



Parcel
107.89 Acres

Spanish Peaks Village
Tract No. 2

TAYLOR BOULEVARD
60' Right of way

LEGAL DESCRIPTION

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

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

1. SOUTH 9°58'19" WEST A DISTANCE OF 191.68 FEET TO A POINT OF NON-TANGENT CURVE SAID POINT BEARS NORTH 86°16'39" WEST TO THE CENTER OF SAID CURVE.
2. ALONG THE CURVE TO THE RIGHT HAVING A DELTA OF 38°08'15" A RADIUS OF 249.28 FEET A DISTANCE OF 165.93 FEET TO A POINT OF TANGENT.
3. SOUTH 41°51'39" WEST A DISTANCE OF 63.15 FEET TO A POINT OF CURVE.
4. ALONG THE ARC OF CURVE LEFT HAVING A DELTA OF 00°50'45" A RADIUS OF 1524.47 FEET A DISTANCE OF 22.51 FEET TO THE NORTHEAST CORNER OF TRACT F-45 SHOWN PER THIS SURVEY.

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

LEGEND

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



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

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

Focus Buds LLC Lighting Plan

Light Pollution Abatement

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

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

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

Light Usage and Compliance

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

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

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



INVESTIGATION AUTHORIZATION/AUTHORIZATION TO RELEASE INFORMATION

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

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

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

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

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

[Signature Block on Next Page]

Print Full Legal Name of Owner clearly below:

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

Trade Name DBA:

Full Name of Owner: **Francisco Bautista**

Signature: *Francisco Bautista*

Date: **3/18/24**

Missouri
STATE OF COLORADO

COUNTY OF *Jackson*

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

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

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

Alexis Supitlov
Notary Public

My Commission Expires: *05/24/2027*



INVESTIGATION AUTHORIZATION/AUTHORIZATION TO RELEASE INFORMATION

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

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

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

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

[Signature Block on Next Page]

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name: Focus Buds LLC

Trade Name DBA: _____

Full Name of Owner: Pharouk Hussein

Signature: 

Date: 03/14/2024

STATE OF ~~COLORADO~~ KANSAS

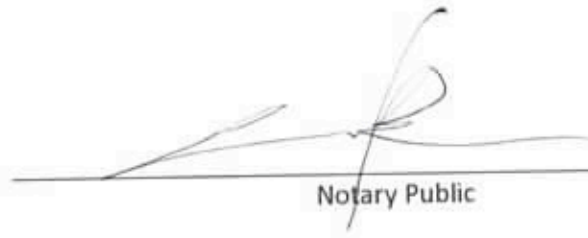
COUNTY OF DOUGLAS

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

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

[SEAL]




Notary Public

My Commission Expires: 05/17/2027

WAIVER AND RELEASE OF LIABILITY
AND
AGREEMENT TO INDEMNIFY HUERFANO COUNTY

Release of Huerfano County from Liability to License Applicant and Licensee

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

Agreement to Indemnify Huerfano County

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

THE UNDERSIGNED AGREES TO THE RELEASE AND AGREEMENT ABOVE.

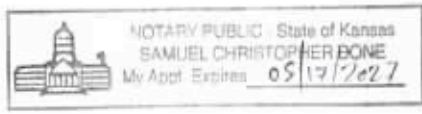
Signed on: 03/14/2024



Applicant

STATE OF KANSAS
COUNTY OF DOUGLAS

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

Seal:




Notary Public

Properties within 500 feet of boundary

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

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

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



Safety Data Sheet

CURAD Triple Antibiotic Ointment

Section 1. Identification

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

Section 2. Hazards Identification

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

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

Section 3. Ingredients

CAS	Ingredient Name	Weight %
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Occupational exposure limits, if available, are listed in Section 8.

Section 4. First-Aid Measures

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

Section 5. Fire Fighting Measures

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

Section 6. Accidental Release Measures

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

Section 7. Handling and Storage

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

Section 8. Exposure Controls/Personal Protection

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

Section 9. Physical and Chemical Properties

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

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

Section 10. Stability and Reactivity

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

Section 11. Toxicological Information

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

Section 12. Ecological Information

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

Section 13. Disposal

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

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

Section 15. Regulatory Information

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

Section 16. Other Information

Revision Date 6/20/2022

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

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

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

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

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

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

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

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


SAFETY DATA SHEET

Carbon Dioxide

Section 1. Identification

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

Section 2. Hazards identification

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

Section 3. Composition/information on ingredients

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

CAS number/other identifiers

CAS number : 124-38-9

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

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

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

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

Section 4. First aid measures

Description of necessary first aid measures

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

Most important symptoms/effects, acute and delayed

Potential acute health effects

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

Over-exposure signs/symptoms

Eye contact	: No specific data.
Inhalation	: No specific data.
Skin contact	: No specific data.
Ingestion	: No specific data.

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

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

Section 4. First aid measures

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

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

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

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

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

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

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

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

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

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

Methods and materials for containment and cleaning up

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

Section 7. Handling and storage

Precautions for safe handling

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

Section 7. Handling and storage

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

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

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Carbon Dioxide	<p>ACGIH TLV (United States, 3/2017). Oxygen Depletion [Asphyxiant]. STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 9000 mg/m³ 8 hours. TWA: 5000 ppm 8 hours.</p> <p>NIOSH REL (United States, 10/2016). STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 9000 mg/m³ 10 hours. TWA: 5000 ppm 10 hours.</p> <p>OSHA PEL (United States, 6/2016). TWA: 9000 mg/m³ 8 hours. TWA: 5000 ppm 8 hours.</p> <p>OSHA PEL 1989 (United States, 3/1989). STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 18000 mg/m³ 8 hours. TWA: 10000 ppm 8 hours.</p>

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

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

Individual protection measures

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

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

Skin protection

Section 8. Exposure controls/personal protection

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

Section 9. Physical and chemical properties

Appearance

- Physical state** : Gas. [Compressed gas.]
- Color** : Colorless.
- Odor** : Odorless.
- Odor threshold** : Not available.
- pH** : Not available.
- Melting point** : Sublimation temperature: -79°C (-110.2 to °F)
- Boiling point** : Not available.
- Critical temperature** : 30.85°C (87.5°F)
- Flash point** : [Product does not sustain combustion.]
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : 830 (psig)
- Vapor density** : 1.53 (Air = 1) Liquid Density@BP: Solid density = 97.5 lb/ft³ (1562 kg/m³)
- Specific Volume (ft³/lb)** : 8.7719
- Gas Density (lb/ft³)** : 0.114
- Relative density** : Not applicable.
- Solubility** : Not available.
- Solubility in water** : Not available.
- Partition coefficient: n-octanol/water** : 0.83
- Auto-ignition temperature** : Not available.
- Decomposition temperature** : Not available.
- Viscosity** : Not applicable.
- Flow time (ISO 2431)** : Not available.
- Molecular weight** : 44.01 g/mole

Section 10. Stability and reactivity

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

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Not available.

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

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

Section 11. Toxicological information

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

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.

Inhalation : No specific data.

Skin contact : No specific data.

Ingestion : No specific data.

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

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : No known significant effects or critical hazards.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Not available.

Persistence and degradability

Not available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Carbon Dioxide	0.83	-	low

Mobility in soil






Soil/water partition coefficient (K_{oc}) : Not available.

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

Section 13. Disposal considerations

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

Section 14. Transport information

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

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

Additional information

- DOT Classification** : **Limited quantity** Yes.
Quantity limitation Passenger aircraft/rail: 75 kg. Cargo aircraft: 150 kg.
- TDG Classification** : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.13-2.17 (Class 2).
Explosive Limit and Limited Quantity Index 0.125
Passenger Carrying Road or Rail Index 75
- IATA** : **Quantity limitation** Passenger and Cargo Aircraft: 75 kg. Cargo Aircraft Only: 150 kg.

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

- Transport in bulk according to Annex II of MARPOL and the IBC Code** : Not available.

Section 15. Regulatory information

- U.S. Federal regulations** : **TSCA 8(a) CDR Exempt/Partial exemption:** This material is listed or exempted.

- Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs)** : Not listed

Section 15. Regulatory information

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

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

State regulations

Massachusetts : This material is listed.

New York : This material is not listed.

New Jersey : This material is listed.

Pennsylvania : This material is listed.

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

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

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

Inventory list

Australia : This material is listed or exempted.

Canada : This material is listed or exempted.

China : This material is listed or exempted.

Europe : This material is listed or exempted.

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

Malaysia : Not determined.

New Zealand : This material is listed or exempted.

Philippines : This material is listed or exempted.

Republic of Korea : This material is listed or exempted.

Taiwan : This material is listed or exempted.

Thailand : Not determined.

Turkey : This material is listed or exempted.

United States : This material is listed or exempted.

Viet Nam : Not determined.

Section 16. Other information

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

Health	/	1
Flammability		0
Physical hazards		3

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

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

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



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

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

Procedure used to derive the classification

Classification	Justification
GASES UNDER PRESSURE - Liquefied gas	Expert judgment

History

Date of printing : 2/12/2018

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

Date of previous issue : 4/25/2017

Version : 0.03

Key to abbreviations

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

References : Not available.

Notice to reader

Section 16. Other information

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

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



SAFETY DATA SHEET

Issuing Date January 5, 2015

Revision Date June 12, 2015

Revision Number 1

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

Product identifier

Product Name Clorox® Regular-Bleach₁

Other means of identification

EPA Registration Number 5813-100

Recommended use of the chemical and restrictions on use

Recommended use Household disinfecting, sanitizing, and laundry bleach

Uses advised against No information available

Details of the supplier of the safety data sheet

Supplier Address

The Clorox Company
1221 Broadway
Oakland, CA 94612

Phone: 1-510-271-7000

Emergency telephone number

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

2. HAZARDS IDENTIFICATION


Classification

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

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

GHS Label elements, including precautionary statements

Emergency Overview

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

Precautionary Statements - Prevention

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

Precautionary Statements - Response

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

Precautionary Statements - Storage

Store locked up.

Precautionary Statements - Disposal

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

Hazards not otherwise classified (HNOC)

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

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

Unknown Toxicity

Not applicable.

Other information

Very toxic to aquatic life with long lasting effects.

Interactions with Other Chemicals

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

3. COMPOSITION/INFORMATION ON INGREDIENTS

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

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

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

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

Eye Contact

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

Skin Contact

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

Inhalation

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

Ingestion

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

Protection of First-aiders

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

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

Burning of eyes and skin.

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

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

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

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

Unsuitable Extinguishing Media

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

Specific Hazards Arising from the Chemical

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

Explosion Data

Sensitivity to Mechanical Impact None.

Sensitivity to Static Discharge None.

Protective equipment and precautions for firefighters

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

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal Precautions

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

Other Information

Refer to protective measures listed in Sections 7 and 8.

Environmental precautions

Environmental Precautions

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

Methods and material for containment and cleaning up

Methods for Containment

Prevent further leakage or spillage if safe to do so.

Methods for Cleaning Up

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

7. HANDLING AND STORAGE

Precautions for safe handling

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

Conditions for safe storage, including any incompatibilities

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

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

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines

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

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

Appropriate engineering controls

Engineering Measures Showers
Eyewash stations
Ventilation systems

Individual protection measures, such as personal protective equipment

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

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

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

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

9. PHYSICAL AND CHEMICAL PROPERTIES**Physical and Chemical Properties**

Physical State	Thin liquid	Odor	Bleach
Appearance	Clear	Odor Threshold	No information available
Color	Pale yellow		

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

Other Information

Softening Point	No data available
VOC Content (%)	No data available
Particle Size	No data available
Particle Size Distribution	No data available

10. STABILITY AND REACTIVITY**Reactivity**

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

Chemical stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to avoid

None known based on information supplied.

Incompatible materials

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

Hazardous Decomposition Products

None known based on information supplied.

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

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

Component Information

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

Information on toxicological effects

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

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

Sensitization No information available.

Mutagenic Effects No information available.

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

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

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

Reproductive Toxicity No information available.

STOT - single exposure No information available.

STOT - repeated exposure No information available.

Chronic Toxicity Carcinogenic potential is unknown.

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

Aspiration Hazard No information available.

Numerical measures of toxicity - Product Information

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

ATEmix (oral)

54 g/kg

ATEmix (inhalation-dust/mist)

58 mg/L

12. ECOLOGICAL INFORMATION**Ecotoxicity**

Very toxic to aquatic life with long lasting effects.

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

Persistence and Degradability

No information available.

Bioaccumulation

No information available.

Other adverse effects

No information available.

13. DISPOSAL CONSIDERATIONS**Disposal methods**

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

Contaminated Packaging

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

14. TRANSPORT INFORMATION**DOT**

Not restricted.

TDG

Not restricted for road or rail.

ICAO

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

IATA

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

IMDG/IMO

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

15. REGULATORY INFORMATION

Chemical Inventories

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

DSL/NDSL All components are on the DSL or NDSL.

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

U.S. Federal Regulations

SARA 313

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

SARA 311/312 Hazard Categories

Acute Health Hazard	Yes
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

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

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

CERCLA

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

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

EPA Statement

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

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

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

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

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

E - Corrosive material

**16. OTHER INFORMATION**

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

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

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

Revision Date June 12, 2015

Revision Note Revision Section 14.

Reference 1096036/164964.159

General Disclaimer

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

End of Safety Data Sheet

08-Jan-2018

1. IDENTIFICATION

Product identifier

Product Name Essential Everyday All Purpose Ammonia Cleaner

Other means of identification

Product UPC 41303-01341

Product Code 19718955031

Recommended use of the chemical and restrictions on use

Recommended Use Consumer use. Cleaning agent.

Uses advised against Do not mix with other chemicals

Details of the supplier of the safety data sheet

Manufacturer Address

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

Distributor

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

Emergency telephone number

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

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

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

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

Label elements

Emergency Overview

Danger

Hazard statements

Causes skin irritation

Causes serious eye damage



Color yellow

Physical state liquid

Odor Lemon, Ammonia

Precautionary Statements - Prevention

Wash face, hands and any exposed skin thoroughly after handling

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

Precautionary Statements - Response

Specific treatment (see .? on this label)

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

Immediately call a POISON CENTER or doctor/physician

IF ON SKIN: Wash with plenty of soap and water

If skin irritation occurs: Get medical advice/attention

Take off contaminated clothing and wash before reuse

Hazards not otherwise classified (HNOC)

Not applicable

Other Information

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

3. COMPOSITION/INFORMATION ON INGREDIENTS

Not applicable

-

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

4. FIRST AID MEASURES

Description of first aid measures

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

Most important symptoms and effects, both acute and delayed

Symptoms No information available.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

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

Unsuitable extinguishing media No information available.

Specific hazards arising from the chemical

No information available.

Explosion data

Sensitivity to Mechanical Impact None.

Sensitivity to Static Discharge None.

Protective equipment and precautions for firefighters

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

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions Avoid contact with skin, eyes or clothing. Use personal protective equipment as required. Ensure adequate ventilation, especially in confined areas.

Environmental precautions

Environmental precautions See Section 12 for additional ecological information.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so.

Methods for cleaning up Pick up and transfer to properly labeled containers.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Avoid contact with skin, eyes or clothing. Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible materials Chlorine-based bleaching agents.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Ammonia 7664-41-7	STEL: 35 ppm TWA: 25 ppm	TWA: 50 ppm TWA: 35 mg/m ³ (vacated) STEL: 35 ppm (vacated) STEL: 27 mg/m ³	IDLH: 300 ppm TWA: 25 ppm TWA: 18 mg/m ³ STEL: 35 ppm STEL: 27 mg/m ³

NIOSH IDLH *Immediately Dangerous to Life or Health*

Other Information Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

Appropriate engineering controls

Engineering Controls Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection	Wear safety glasses with side shields (or goggles).
Skin and body protection	Wear protective gloves and protective clothing.
Respiratory protection	If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

General Hygiene Considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	liquid	Odor	Lemon, Ammonia
Appearance	Clear with Blue Color, yellow	Odor threshold	No information available
Color	yellow		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	11.0-12.0	
Melting point / freezing point	No information available	
Boiling point / boiling range	100 °C / 212 °C °F	
Flash point	No information available	
Evaporation rate	No information available	
Flammability (solid, gas)	No information available	
Flammability Limit in Air		
Upper flammability limit:	No information available	
Lower flammability limit:	No information available	
Vapor pressure	No information available	
Vapor density	No information available	
Specific Gravity	0.99 - 1.00	
Water solubility	Soluble in water	
Solubility in other solvents	No information available	
Partition coefficient	No information available	
Autoignition temperature	No information available	
Decomposition temperature	No information available	
Kinematic viscosity	No information available	
Dynamic viscosity	No information available	
Density	No information available	
Bulk density	No information available	
Explosive properties	No information available	
Oxidizing properties	No information available	

Other Information

Softening point	No information available
Molecular weight	No information available
VOC Content (%)	No information available

10. STABILITY AND REACTIVITY

Reactivity

No data available

Chemical stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to avoid

Do not mix with other chemicals. Extremes of temperature and direct sunlight.

Incompatible materials

Chlorine-based bleaching agents.

Hazardous Decomposition Products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure**Product Information**

Inhalation	Avoid breathing vapors or mists.
Eye contact	Avoid contact with eyes. May cause burns.
Skin contact	Avoid contact with skin. Contact causes severe skin irritation and possible burns.
Ingestion	May be harmful if swallowed.

Component Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Ammonia 7664-41-7	= 350 mg/kg (Rat)	-	= 2000 ppm (Rat) 4 h

Information on toxicological effects

Symptoms No information available.

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

Sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	The table below indicates whether each agency has listed any ingredient as a carcinogen.
Reproductive toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Target Organ Effects	Eyes, Respiratory system, Skin.
Aspiration hazard	No information available.

Numerical measures of toxicity - Product Information

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

ATEmix (inhalation-gas)	95238 mg/l
ATEmix (inhalation-dust/mist)	23.9 mg/l

12. ECOLOGICAL INFORMATION

Ecotoxicity

Harmful to aquatic life with long lasting effects

0.36211% of the mixture consists of component(s) of unknown hazards to the aquatic environment

Chemical Name	Algae/aquatic plants	Fish	Crustacea
Ammonia 7664-41-7	-	0.44: 96 h Cyprinus carpio mg/L LC50 0.26 - 4.6: 96 h Lepomis macrochirus mg/L LC50 1.17: 96 h Lepomis macrochirus mg/L LC50 flow-through 0.73 - 2.35: 96 h	25.4: 48 h Daphnia magna mg/L LC50

		Pimephales promelas mg/L LC50 5.9: 96 h Pimephales promelas mg/L LC50 static 1.5: 96 h Poecilia reticulata mg/L LC50 1.19: 96 h Poecilia reticulata mg/L LC50 static	
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Persistence and degradability

No information available.

Bioaccumulation

No information available.

Mobility

No information available.

Chemical Name	Partition coefficient
Ammonia 7664-41-7	-1.14

Other adverse effects

No information available

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Disposal of wastes

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated packaging

Do not reuse container. Dispose of in accordance with federal, state and local regulations.

This product contains one or more substances that are listed with the State of California as a hazardous waste.

14. TRANSPORT INFORMATION

DOT Not regulated

TDG Not regulated

IATA Not regulated

IMDG Not regulated

15. REGULATORY INFORMATION

International Inventories

TSCA Complies
DSL/NDSL Complies

Legend:

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

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical Name	SARA 313 - Threshold Values %
---------------	-------------------------------

Ammonia - 7664-41-7	1.0
---------------------	-----

SARA 311/312 Hazard Categories

Acute health hazard	Yes
Chronic Health Hazard	No
Fire hazard	No
Sudden release of pressure hazard	No
Reactive Hazard	No

CWA (Clean Water Act)

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

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Ammonia 7664-41-7	100 lb	-	-	X

CERCLA

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

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ)
Ammonia 7664-41-7	100 lb	100 lb	RQ 100 lb final RQ RQ 45.4 kg final RQ

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Ammonia 7664-41-7	X	X	X

U.S. EPA Label Information

EPA Pesticide Registration Number This product does not contain any substances regulated as pesticides

Difference between SDS and CPSC label

This product is regulated under Consumer Product Safety Commission and is subject to certain labeling requirements under the Federal Hazardous Substances Act (16 CFR Part 1500) . These requirements differ from the classification criteria and hazard information required for safety data sheets and for workplace product labels.

16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION

NFPA	Health hazards 2	Flammability 0	Instability 0	Physical and Chemical Properties -
HMIS	Health hazards 2	Flammability 0	Physical hazards 0	Personal protection B

Prepared By Regulatory Affairs
 Revision Date 08-Jan-2018
 Revision Note No information available

Disclaimer

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

End of Safety Data Sheet

Safety Data Sheet

Advanced Nutrients Bud Ignitor

Section 1. Identification

GHS product identifier	: Advanced Nutrients Bud Ignitor
Other means of identification	: Product Code: 2360 Formula Code: 002A
Recommended use of the chemical and restriction on use	: A plant nutrient used to obtain faster growth and larger yields in all kinds of growing media. Not to be used as food or feed in any forms
Supplier/Manufacturer's details	: Advanced Nutrients Ltd. 109-31063 Wheel Ave. Abbotsford, BC Canada V2T6H1 Tel: (604) 854-6793 Fax: (604) 854-4371 Email: info@advancednutrients.com www.advancednutrients.com
Emergency Phone number	: 24 Hour Transportation Emergency Number – CHEMTREC 1-800-424-9300 U.S.A, Canada, International

Section 2. Hazard Identification

GHS classification of the substance/mixture	: Neither the mixture nor its major constituents are listed in (a) the CLP/GHS database (Table 3.1 and 3.2 of Annex VI to CLP) and (b) OSHA Laws & Regulations (29 CFR - 1910 Subpart Z: Table Z-1 to Z-3) as hazardous materials.
GHS label elements	
Pictogram symbol	: Not applicable
Signal word	: Not applicable
Hazard statement	: No known significant effects or critical hazards.
Precautionary statement	
General	: Read label before use. Keep out of reach of children. If medical advice is needed, have product container/label at hand.
Prevention	: Wash hands thoroughly after handling. Do not eat, drink or smoke when using this product.
Response	: If skin or eye irritation occurs get medical advice/attention. If in eyes: rinse cautiously with water for several minutes.
Storage	: Store in cool and dry place.
Disposal	: Dispose of contents and container in accordance with local,

Other hazards (not covered the GHS)	: regional, national and international regulations. Potassium nitrate is used in the manufacture of this product. The US National Fire Protection Association (NFPA) Code 430 (1995) has classified Potassium nitrate as oxidizing material in Class 1, which slightly increase the burning rate of combustible materials, but do not cause spontaneous ignition when it comes in contact with them.
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Section 3. Composition/Information on Ingredients

Substance/Mixture	: Mixture
Chemical identity	: Not applicable
Common name/synonym	: Not available
CAS number and other unique identifiers	: Not applicable
Impurities and stabilizing additives	: Not applicable

Ingredient name	CAS number	% (w/w)	Classification according to OSHA Law and Regulations
Potassium Nitrate	7757-79-1	3-6	Not classified as hazardous

The chemical identity of the remaining ingredients and their exact proportions used in the mixture are a proprietary trade secret (protected by the Confidential Business Information – CBI) and, within the current knowledge of the manufacturer and in the concentration applicable, they are not hazardous to health or the environment.

Section 4. First-aid Measures

Description of necessary measures	
Self-protection of first-aiders	: No special protection is required.
General information	: Remove contaminated clothing immediately. In case of accident or unwellness, seek medical attention immediately.
Inhalation	: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if symptoms occur.
Skin contact	: Flush contaminated skin with plenty of water. Get medical attention if symptoms occur.
Eye contact	: Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Get medical attention if irritation occurs.
Ingestion	: Wash out mouth with water. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If

	material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed:	
Inhalation	: May cause respiratory irritation. Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.
Skin contact	: No known significant effects or critical hazards.
Eye contact	: If in eyes, it causes eye irritation"
Ingestion	: May be harmful if swallowed
Indication of immediate medical attention and special treatment needed:	
Notes to physician	Treat symptomatically
Specific treatments	: No specific treatment.
See also toxicological information (Section 11)	

Section 5. Fire-fighting Methods

Suitable extinguishing media	: Use an extinguishing agent suitable for the surrounding fire.
Unsuitable extinguishing media	: None known
Specific hazards arising from the chemical	: No specific fire or explosion hazard. Decomposition products may include the following materials: nitrogen oxides phosphorus oxides metal oxide/oxides
Special protective equipment for fire-fighters	: Firefighters may enter the area if a self-contained breathing apparatus (SCBA) and a full face piece is worn.
Special protective precautions for fire-fighters	: No special protection is required.

Section 6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	
For non-emergency personnel	: Put on appropriate personal protective equipment.
For emergency personnel	: If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
Environmental precautions	: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant

authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and clean up

- Small spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Do not absorb in sawdust or other combustible material. It may lead to a fire risk when it dries out. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose via a licensed waste disposal contractor.
- Large spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Do not absorb in sawdust or other combustible material. It may lead to a fire risk when it dries out. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations. Dispose via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product.

Section 7. Handling and Storage

Precautions for safe handling

- Advice on general hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.
- Protective measures** : Put on appropriate personal protective equipment (see Section 8).
- Conditions for safe storage and any incompatibilities** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use

appropriate containment to avoid environmental contamination.

Section 8. Exposure Controls/Personal Protection

Control parameters

Occupational exposure limits : Not applicable according to OSHA's mandatory PELs in the Z-Tables

Biological limit values : None

Appropriate engineering controls : No special ventilation requirements. Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Ensure that eyewash stations and safety showers are close to the workstation location.

Personal Protective Equipment (PPE) : PPE should be used in conjunction with other control measures, including engineering controls, ventilation and isolation. See Section 5 (Fire-fighting measures) of the SDS for specific fire/chemical PPE advice.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts.

Skin protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Not required under normal conditions of use.

Thermal hazards : None

Section 9. Physical and Chemical Properties

Appearance (physical state)	: Dark brown, opaque, liquid.
Odor	: Seaweed
Odor threshold	: Not available
pH	: 5.6
Melting point/Freezing point	: -3°C (26.6°F)
Initial boiling point and boiling range	: 100°C (212°F)
Flash point	: Not applicable
Evaporation rate	: Not available
Flammability (solid, gas)	: Not flammable
Upper/lower flammability or explosive limits	: Not applicable
Vapor pressure	: Not available
Vapor density	: Not available
Relative density	: 1.06 g/ml
Solubility (ies)	: Miscible in water
Partition coefficient: n-octanol/water	: Not available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: Not available
Viscosity	: Not available

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: Keep from freezing. Avoid contact with skin, eyes or ingestion.
Incompatible materials	: Reactive or incompatible with the following materials: oxidizing materials and acids.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological Information

Acute toxicity				
Ingredient	Toxicity	Species	Dose*	Remark
Potassium Nitrate	Oral LD50 Inhalation LC50 Dermal LD50	Rat	>2000 mg/kg bw	Harmful if swallowed
Skin corrosion/irritation: : Not-irritating to the skin.				
Serious eye damage/irritation : Non-irritant.				
Respiratory or skin sensitization : Non skin sanitizer.				
Germ cell mutagenicity : There is no data available.				
Carcinogenicity : There is no data available.				
Reproductive toxicity : No adverse effect.				
STOT-single exposure : There is no data available.				
STOT-repeated exposure : There is no data available.				
Aspiration hazard : There is no data available.				
The Likely routes of exposure, health effects and Symptoms related to the physical, chemical and toxicological characteristics				
Eye contact : No known significant effects or critical hazards.				
Inhalation : No known significant effects or critical hazards.				
Skin contact : No known significant effects or critical hazards.				
Ingestion : May be harmful if swallowed				
Delayed and immediate effects and also chronic effects from short or long term exposure				
Short-term exposure				
Potential immediate effects : No known significant effects or critical hazards.				
Potential delayed effects : No known significant effects or critical hazards.				
Long-term exposure				
Potential immediate effects : No known significant effects or critical hazards.				
Potential delayed effects : No known significant effects or critical hazards.				
Potential Chronic health effect : No known significant effects or critical hazards.				
Numerical measures of toxicity				
Acute toxicity estimate				
Oral : There is no data available				
Inhalation of vapors : There is no data available				

Section 12. Ecological Information

Toxicity

Ingredient name	Result*	Species	Exposure	Reference
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There is no data available.

Persistence and degradability	:	There is no data available		
Bio accumulative potential	:	There is no data available		
Mobility in soil	:	There is no data available		
Other adverse effects	:	No known significant effects or critical hazards		

Section 13. Disposal Considerations

Disposal of waste methods	:	The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling empty containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers
Contaminated packaging	:	Empty containers should be recycled or disposed of through an approved waste management facility. Persons conducting disposal, recycling or reclamation activities should follow the information in Section 8 of this SDS.

Section 14. Transport Information

Identification of ingredients according to UN Model Regulations	
UN number	This product is a mixture of ingredients which are not listed as 'Dangerous Goods' in Chapter 3.2 of UN Recommendations on the Transport of Dangerous Goods and/or one or more ingredients are included in the list but their mixture is exempted from the same Regulation based on the Articles 2.0.2.5 (C), 2.0.2.7 and 3.3.1 No. 208.
UN proper shipping name	
Transport hazard class(es)	
Packing group	

Special precaution for user	Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.
Transport in bulk	Not applicable (\leq 1000L-container)

Environmental hazards

Ingredient's name	IMDG	UN	ADR	RID	ADN
Potassium Nitrate	No	No	No	No	No

Section 15. Regulatory Information

Safety, health and environmental regulations specific for the product in question	:	Not known
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Section 16. Other Information

Prepared by	:	Department of Product Development, Advanced Nutrients Ltd., Canada
Date of preparation (d/m/y)	:	27/04/2015
Version	:	3
Date of Revision	:	03/11/2017
Revised Sections	:	Section 1
Key Acronyms	:	
ADN	:	The European Agreement concerning the International Transport of Dangerous Goods by Inland Waterways
ADR	:	The European Agreement concerning the International Carriage of Dangerous Goods by Road
BW	:	Body Weight
IATA	:	International Air Transport Association shipment of Dangerous Goods Regulation
IMDG	:	International Maritime Dangerous Goods code
RID	:	The Regulation concerning the International Carriage of Dangerous Goods by Rail
SDS	:	Safety Data Sheet
Key Literature References:		
		Convention concerning International Carriage by Rail (COTIF) Appendix C – Regulation concerning the International Carriage of Dangerous Goods by Rail (RID), with effect from 1 January 2013. Intergovernmental Organization for International Carriage by Rail (OTIF). Berne, Switzerland, 2012.
		European Chemical Agency (ECHA) 2015. Information on Chemicals: Registered substances http://echa.europa.eu/information-on-chemicals/registered-substances .

Online Database. Accessed on March 16, 2015.

European Agreement concerning the International Transport of Dangerous Goods by Inland Waterways (ADN), including the Annexed Regulations, applicable as from 1 January 2013. Volume I and Volume II. ECE/TRANS/231 (Vol. I & II). UN Economic Commission for Europe-Committee on Inland Transport. New York and Geneva, 2012.

European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), applicable as from 1 January 2013. Volume I and Volume II. ECE/TRANS/225 (Vol. I & II). United Nations Economic Commission for Europe-Committee on Inland Transport, New York and Geneva, 2012.

Globally Harmonized System of Classification and Labelling of Chemicals. 5th Edition. ST/SG/AC. 10.30/Rev. 5. United Nations, New York and Geneva, 2013.

Guidance on Labelling and Packaging Regulation in Accordance with EU Regulation 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation). European Chemical Agency, Finland, 2011.

International Maritime Dangerous Goods (IMDG) Code Volume 1 and 2. Incorporating Amendment 33-06, 2006 Edition. International Maritime Organization. London, 2006.

OSH Answers Fact Sheets. Canadian Centre for Occupational Health and Safety. http://www.ccohs.ca/oshanswers/chemicals/oxidizing/oxidizing_hazards.html
Accessed on April 08, 2015.

OSHA Law and Regulations. Occupational Safety and Health Standards 29 CFR: 1910. <https://www.osha.gov/law-regs.html> Accessed on April 15, 2015.

Recommendations on the Transport of Dangerous Goods – Manual of Test and Criteria. 5th Edition. ST/SG/AC. 10/11/Rev. 5. United Nations, New York and Geneva, 2009.

Recommendations on the Transport of Dangerous Goods – Model Regulations. 18th Edition. Volume I and II. ST/SG/AC. 10/1/Rev. 18. UN, New York and Geneva, 2013.

Regulation (EC) No. 1272/2008 of the European Parliament and of the Council on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006. Official Journal of the European Union L 353/1. 2008.

Others : The data here is for hazard communication to our employees, our customers and their employees and authorized regulatory agencies. For the intended purpose, this SDS may be duplicated or the data transcribed to an alternative form.

Note: The information contained herein is provided in good faith and is believed to be correct as of the date of hereof. However, Advanced Nutrients Ltd. makes no representation as to the comprehensiveness or accuracy of the information provided. It is expected that individuals receiving the information will exercise their independent judgement in determining the appropriateness for a particular period. Accordingly, Advanced Nutrients Ltd. will not be responsible for damages of any kind resulting from the use of or reliance upon such information. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or any other nature are made hereunder to which the information refers. The responsibility to provide a safe workplace remains with

the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment.













CCLU 654348
4561

MAX. GROSS 30 480 KG
67 200 LB
TARE 3 860 KG
8 510 LB

NET 26 620 KG
58 690 LB
CU CAP. 76.2 CUM
2 690 CUFT

JS
715 258 4164





















































COLORADO
Department of Revenue
Marijuana Enforcement Division

1697 Cole Blvd., Suite 200
Lakewood, CO 80401

April 3, 2024

Pharouk Kwaku Hussein
409 North Crestline Drive
Lawrence, KS 66049

License Type: Owner- SE
License # M160964

Dear Pharouk Kwaku Hussein,

The purpose of this correspondence is to inform you that on April 3, 2024 you were found suitable as an Owner–Social Equity Licensee per Rule 2-220(C)(2) to be a Controlling Beneficial Owner in any business licensed by the Marijuana Enforcement Division (MED). You are now eligible to apply for an ownership interest in a Colorado marijuana establishment.

To join the ownership of an existing Colorado Regulated Marijuana Business, the owner(s) of the existing establishment/business are required to submit this letter of suitability, a Regulated Marijuana Business License Change of Controlling Beneficial Owner application, supporting documents and applicable fees to the MED for approval. If you wish to open and operate a new Colorado Regulated Marijuana Business, you must submit a complete Regulated Marijuana Business License application, accompanied with all applicable fees and all supporting documents, along with this letter of suitability. To assume a position as an Executive officer or Member of a Board of Directors that control a Regulated Marijuana Business, the business must submit a Changes Exempt from a Change of Owner Application Disclosure accompanied with all applicable fees and supporting documents.

Pursuant to Rule 2-235 - Suitability (H)(2), this Finding of Suitability is valid for two years. If more than 730 days passes from the issuance of this Finding of Suitability and you have not applied to become a Controlling Beneficial Owner (including as an Executive Officer or Board of Director member) of a Regulated Marijuana Business pursuant to (1) an initial business license application or (2) a change of owner application, this initial Finding of Suitability will automatically expire without notification.

Sincerely,

Dominique Mendiola
Senior Director

Francisco Bautista
303 County Road 504
Walsenburg, CO 81089

May 25, 2024

Huerfano County Board of County Commissioners
401 Main Street
Walsenburg, CO 81089

Dear Distinguished Commissioners,

I am writing to express my strong support for the marijuana cultivation license application requested by Focus Buds LLC at 303 County Road 504 Walsenburg, CO 81089 in Huerfano County. As a local community member, I believe Focus Bud's plans for the property are reasonable and will not have a negative impact on the surrounding community.

I understand that Focus Buds' owner Francisco Bautista has been a tax paying land owner of the property since 2018. I believe that the cultivation license should be granted. I understand that the land was previously utilized for the cultivation of hemp which is very similar to the cultivation of marijuana.

I believe that granting the license will not only benefit our neighbor Francisco, but will also be a positive development for the surrounding community. Francsico's farm will create jobs for the residents of Huerfano County, add additional agricultural industry, and contribute significantly to the County's tax revenue.

I hope that you will give the Focus Buds application your serious consideration and approve their request for a cultivation license. If you have any questions or require additional information, please do not hesitate to contact me.

Thank you for your time and attention.

Sincerely,



Name: Anthony Morris

Address: 610 Colorado ave

Date 5/25/24

Francisco Bautista
303 County Road 504
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners
401 Main Street
Walsenburg, CO 81089

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Thank you for your time and attention.

Sincerely,

Benjamin Pedigo

Name: Benjamin Pedigo

Address: 1079 US 85 87 Lot 39

Date 05-26-24

Francisco Bautista
303 County Road 504
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners
401 Main Street
Walsenburg, CO 81089

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Thank you for your time and attention.

Sincerely,

Sophia V. Martinez
Name: Sophia Martinez
Address: 603 W. 8th St
Date 05/26/24

Francisco Bautista
303 County Road 504
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners
401 Main Street
Walsenburg, CO 81089

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Thank you for your time and attention.

Sincerely,



Name: Casey Dimas

Address: 603 W 6th St Walsenburg CO

Date 5/26/24

Francisco Bautista
303 County Road 504
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners
401 Main Street
Walsenburg, CO 81089

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Thank you for your time and attention.

Sincerely,



Name: Jerry Martinez

Address: 603 W. 8th St. Walsenburg, CO 81089

Date 5-26-24

Francisco Bautista
303 County Road 504
Walsenburg, CO 81089

May 26, 2024

Huerfano County Board of County Commissioners
401 Main Street
Walsenburg, CO 81089

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Thank you for your time and attention.

Sincerely,

Elaine Vigil

Name: Elaine Vigil

Address: 603 W. 8th St. Walsenburg, Co 81089

Date 5-26-24

Francisco Bautista
303 County Road 504
Walsenburg, CO 81089

May 27, 2024

Huerfano County Board of County Commissioners
401 Main Street
Walsenburg, CO 81089

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Thank you for your time and attention.

Sincerely,

Joel Hough

Name: Joel Hough

Address: 595 CIELO AZUL Walsenburg Co. 81089

Date 5/27/24

Proclamation No.24-05

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

ROBERT GONZALES DAY IN HUERFANO COUNTY, COLORADO

WHEREAS, Colorado Revised Statutes section 30-11-107(cc) specifically grants authority to the Board of County Commissioners to recognize accomplishments or achievements deserving of individuals or organization; and

WHEREAS, the Huerfano County Commissioners wish to recognize Robert Gonzales as a United States Air Force Veteran of Huerfano County; and

WHEREAS, the quality of life of citizens within the United States, especially Huerfano County has been enhanced through Robert Gonzales’s service in the United States Air Force; and

WHEREAS, Robert Gonzales achieved the rank of Buck Sergeant; and

WHEREAS, Robert Gonzales served our Country in Udorn Thailand and

WHEREAS, Robert Gonzales served from January 27th 1971 to September 26th 1974 and

WHEREAS, Huerfano County is a better place because of Robert Gonzales; and

WHEREAS, the Huerfano County Commissioners wish to recognize Robert Gonzales and his Service to the United States citizens.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Huerfano County Commissioners, does hereby recognize June 11th, 2024 as

“ROBERT GONZALES DAY”

For Huerfano County Colorado and urge all the citizens of Huerfano County to recognize and acknowledge Robert Gonzales and his service to the citizens.

BE IT FURTHER RESOLVED that the Huerfano County Commissioners unconditionally support the recognition of Robert Gonzales through and by this proclamation.

INTRODUCED, READ, AND ADOPTED on this 11th day of June 2024.



BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

ATTEST:

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



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: June 11, 2024

ITEM NAME: Adopt-a-Roadway Resolution Packet Materials

SUBMITTED BY: Robert Gilbert, Management Fellow

SUMMARY: Huerfano County wants to develop a formal process for adopting a roadway or participating in a one-time clean-up in an effort to mitigate waste that collects along roadways due to a variety of causes while also ensuring that volunteer participants are protected as best as is reasonably possible during a clean-up event.

RECOMMENDATION: Recommend the BOCC accept the Adopt-a-Roadway resolution and packet materials as presented or with any necessary modifications, and adopt the resolution to go into effect immediately.

BACKGROUND: This resolution and packet have appeared before the Board previously and undergone the suggested revisions. In this latest version, the key changes are in Adopt-a-Roadway and One-Time Clean-Up Procedures 2, 5-7, 12-13, and 15 with small changes throughout in the Cleanup & Safety Procedures section on both documents. Please note that the safety videos link through CDOT has been tested in the Master files and works, but may not work through the Municode Meeting Packet for today's meeting.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

RESOLUTION NO. 24-23

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

A RESOLUTION ESTABLISHING AN ADOPT-A-ROADWAY PROGRAM

WHEREAS, the Board of County Commissioners of Huerfano County, Colorado (“Board”), owns and maintains a system of county roads within Huerfano County; and

WHEREAS, the Board wishes to keep these County Roads litter free and scenic for the enjoyment of residents and travelers in Huerfano County; and,

WHEREAS, residents of Huerfano County have requested to assist in keeping County Roads free of litter and debris; and,

WHEREAS, the Board wishes to educate volunteers of the risks in working along County Roads; and

WHEREAS, the Board seeks to acknowledge the efforts of volunteers with signage at each end of the clean-up area; and

WHEREAS, the Board desires to create this program to allow County staff to quickly and effectively support volunteer efforts and promote the good works of said volunteers.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that the Adopt-A-Roadway program is hereby created and that the policy and procedures attached as Exhibit “A” are hereby approved. The Road and Bridge Superintendent is hereby authorized to make changes to the program within the annual county budget and based upon the changing needs of the County, subject to review and approval by the County Administrator.

INTRODUCED, READ, APPROVED AND ADOPTED on this 11th day of JUNE 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM
APPLICATION and HOLD HARMLESS AGREEMENT**

Page 1



Item 7c.

Organization Information

Name as it would appear on sign: _____

Address: _____

Contact Person: _____

Telephone No: _____

Email Address: _____

Adoption Information

Name and Number of Road: _____

Location - From: _____ To: _____

Approximate Mileage: _____

Applicant Statement

I have read and agree to the policies and procedures for the Huerfano County Road and Bridge Adopt-A-Roadway Program. I understand that the Huerfano County reserves the right to modify the scope of the adoption if, in the opinion of the County, the adopting organization's size is inconsistent with the highway section as identified above. I realize that working on this project may involve risks and hazards, including risk of injury to me. I am aware of the risks inherent in participating and do hereby assume sole responsibility for all such risks that could result in such injury and waive all claims against Huerfano County Road and their respective agents, representatives, officers, employees, successors, assigns and insurers.

By signing this application and agreement, the undersigned agrees and acknowledges that they have the legal authority to apply for the individual or organization to participate in this program.

Applicant's Signature & Title _____ **Date:** _____

Approval

Dustin Hribar, Superintendent
Huerfano County Road & Bridge Department
1038 Russell Street
Walsenburg, CO 81089
719-738-2420

Date: _____



**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

Policy: It is the policy of Huerfano County to permit individuals and/or organizations to assist in maintaining the roadways located within the County by periodically removing litter and rubbish through the Huerfano County Adopt-a-Road Litter Control Program. The County recognizes that this is a valuable service rendered to the County and its Citizens by volunteer individuals and/or organizations and that the volunteers should be honored for this service. Individuals and/or organizations are also permitted to perform one-time cleanup operations rather than committing to a road adoption, subject to the One-Time Clean-Up Procedures.

Adopt-a-Roadway Procedures:

1. **Initial:** ____ Each participant will be required to sign a “Volunteer Waiver Form” that your organization will be required to keep on file in case an incident occurs.
2. **Initial:** ____ Part of the Volunteer Waiver Form consists of all participants viewing the Safety First and Methamphetamine Lab Waste Videos through CDOT. These are 7-minute videos explaining the hazards that may be found alongside roadways. The videos can be viewed by web access at: <https://www.codot.gov/programs/adopt-a-highway/videos>
3. **Initial:** ____ The adopting organization will commit to a one-year period of adoption with an automatic annual renewal unless either the County or the adoptee choose to terminate the adoption. Road adoptability is subject to the following criteria and availability.
 - a. A section of roadway is preferred between road intersections or a logical ending point with a minimum length of one (1) mile, pursuant to the length of the road.
 - b. The adopting organization must notify the Huerfano County Road and Bridge department once they decide to terminate their commitment and return any supplies provided.
 - c. While an adopting organization may request to adopt a particular road segment, availability may be limited, and Huerfano County may need to assign a road segment other than the one requested.
4. **Initial:** ____ During the one-year commitment, the adopting organization will remove trash from the designated roadway a minimum of two times a year. This will occur between the first weekends of April through mid-October, weather permitting. Program activities will be between the hours of one hour after sunrise to one hour before sunset and not during inclement weather. Weekends are preferred but cleanups are scheduled by the group leader. We require that you notify the Road and Bridge department of your scheduled clean-up date at least two weeks in advance.
5. **Initial:** ____ Participants are required to wear both high-visibility vests and work gloves (leather strongly encouraged). Work gloves will not be provided.
6. **Initial:** ____ Huerfano County Road & Bridge will provide high-visibility vests and grabber sticks, and may provide other resources. Participants may wear their own high-visibility vests if deemed appropriate by the Road & Bridge Superintendent.
7. **Initial:** ____ Huerfano County Road & Bridge will provide orange or other brightly-colored trash bags through CDOT if available and independently otherwise.



**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM**

APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES

8. **Initial:** ____ Huerfano County Road and Bridge will dispose of the collected waste once the accomplishment form has been received or the cleanup is reported complete.
9. **Initial:** ____ The Huerfano County Road and Bridge department will install a standard information sign at each segment of the adopted roadway acknowledging the adopting organization. Phone numbers or URLs are not allowed on the signs. The signs will remain in place during the adoption period. Signs will be replaced once if they are stolen or vandalized.
10. **Initial:** ____ Roadside activity signage will be posted by Huerfano County Road & Bridge when a clean-up event is planned that will include messaging for how to get involved with the Adopt-a-Roadway & One-Time Clean-Up programs.
11. **Initial:** ____ Huerfano County Road & Bridge will honor any clearly-marked separation of recyclable materials from waste items by Litter Control Program participant(s) and ensure their proper handling.
12. **Initial:** ____ It is up to event organizers to plan restroom facilities for participants; however, for large clean-up events of more than 20 people and planned to take longer than 3 hours, or in remote locations, the County may help arrange for portable facilities. The Road & Bridge Superintendent has the authority to modify these provisions.
13. **Initial:** ____ Event organizers are required to provide water to participants.
14. **Initial:** ____ In the event that the organization or individual fails to actively maintain the designated area, the sponsoring individual or organization will be billed for the cost incurred in installing the recognition sign(s), and the sign(s) will be removed. The volunteer will be notified prior to the removal of the sign.
15. **Initial:** ____ Litter Control Program participants must be aware of the potential dangers involved while participating in this program which is to be performed and take full responsibility for any injury that could occur while working along the roadway. The possible dangers while participating in this program while on County Roadways may include, but are not limited to: high-speed traffic, potentially noxious plants, broken glass, hazardous materials, sharp metal, and potentially harmful wildlife such as snakes, skunks, and venomous insects that may be concealed by waste or debris.
16. **Initial:** ____ Participants agree to restrict clean-up activities to the area of right-of-way off the traveled portion of the roadway. Organizations further agree while performing activities on right-of-way, the method, manner, and appearance of the participants will not in any way distract, disrupt, or adversely affect traffic. Participants may not display messages, carry banners, or advertise their business affiliation or cause.
17. **Initial:** ____ The Litter Control Program is open to any individual, group, or family. Huerfano County reserves the right to use its discretion in selecting adopting organizations.
18. **Initial:** ____ Participants must be 13 years old and up. Any group with members between 13-17 years old must be supervised by an adult (18 years and older.) At least one adult is required for every 8 participants between 13-17 years of age. Any requested age waivers will be handled on a case-by-case basis.
19. **Initial:** ____ A designated Contact Person is required for each organization to serve as the liaison with the Huerfano County Litter Control Program. The Contact Person is the



**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM**

APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES

responsible party who is signing the application, scheduling clean-ups, submitting all forms, and ensuring compliance with the Cleanup and Safety Procedures. The Contact Person will submit the required Accomplishment Form to the Road and Bridge department for every completed clean-up, and organizations will set filled bags safely along the side of the road for collection by the County and bags with recyclable materials will be clearly marked.

20. **Initial:** _____ The designated Contact Person will designate a Team Leader that will be assigned to every scheduled cleanup event and the Team Leader will be responsible for ensuring that participants on their team comply with the Cleanup and Safety Procedures, including wearing proper footwear (as defined in the Cleanup and Safety Procedures).
21. **Initial:** _____ The Team Leader will be responsible for both going over the Cleanup and Safety Procedures before every clean-up operation with all crew members and ensuring that crew members sign off to acknowledge they have received this safety talk.
22. **Initial:** _____ Completion and submission of an Accomplishment Form are required after each completed cleanup. This assists County staff in monitoring the success of the program. The completion and submission of an Accomplishment Form is also required at the end of the one-year adoption period to inform the Road and Bridge department if your organization wishes to continue with the adoption or terminate the agreement at the end of the adoption period.

Cleanup and Safety Procedures

Cleanup and Safety Procedures MUST be reviewed with the entire group prior to every cleanup.

1. Initial: _____ **Participants should meet at a designated area prior to your scheduled cleanup to review cleanup and safety procedures.**

- a. Team Leaders are responsible for ensuring compliance with Cleanup and Safety Procedures.
- b. In addition, they are responsible for reporting hazardous materials to the Contact Person.

2. Initial: _____ **For health and safety reasons, volunteers should dress properly and wear sunscreen.**

- a. Clothing should include: Hats or caps, gloves, long-sleeved shirts, leather boots or sturdy shoes.
- b. Clothing should be light or brightly colored to increase visibility to motorists.
- c. Reflective vests must be worn.

3. Initial: _____ **Stay off Roadway wherever possible.**

- a. All participants should be off the pavement and in the shoulder area for maximum safety when working.
- b. Divide into two groups to patrol both sides of the road at one time and minimize crossing the roadway.

4. Initial: _____ **Groups with members aged 13 to 17 years old:**

- a. All participants must be 13 years or older.
- b. Any participants 12-17 years of age must be supervised by someone 18 years or older.

5. Initial: _____ **Leave your pets at home.**



**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

- 6. Initial: _____ Park vehicles away from area to be cleaned.**
- a. Vehicles parked along the roadside in the cleanup area can cause participants to walk into the roadway, creating a dangerous situation. Park as far off the road as possible.
 - b. Carpooling is an effective way to reduce the number of vehicles at the site, as well as conserve energy and minimize pollution.
- 7. Initial: _____ Observe all Pedestrian Laws and Safety Practices.**
- a. This includes, but is not limited to, facing oncoming traffic when walking along shoulders, looking both directions before crossing, crossing at corners when possible, etc.
 - b. Stay away from construction sites, county maintenance activities, bridges, ramps, and intersections.
 - c. Cleanup activities should be performed off the roadway only. Do not perform cleanup activities in the roadway itself.
 - d. Appoint a spotter to observe traffic conditions when near the roadway.
- 8. Initial: _____ Keep filled litter bags off of the roadway.**
- a. This keeps the traveled way clear for motorists and safer for pedestrians.
 - b. Put all recyclables (aluminum, steel, glass, etc.) into a separate bag marked with an “R”
Recyclables do not have to be further separated.
 - c. Large items such as tires, lumber or other items that will not fit into the plastic litter bags should be placed alongside of the road. Please do not put these items on the road surface.
- 9. Initial: _____ Notify the Sheriff’s Department Immediately in Case of Emergency.**
- a. Dial 911 if any emergency arises.
- 10. Initial: _____ Please Be Courteous to Drivers.**
- a. Being discourteous to drivers only creates more problems and can endanger others.
 - b. Never distract motorists with horseplay or abrupt, erratic movements.
 - c. If a situation arises where a motorist is creating problems for participants, notify the sheriff’s department immediately. **Do not take the law into your own hands.**
- 11. Initial: _____ Dress appropriately for the weather and take necessary precautions.**
- a. Clothing, liquids, and protection from the elements are all vital for a safe and healthy day.
 - b. Wearing gloves is required.
- 12. Initial: _____ Large groups should be divided into teams of 12 or fewer.**
- a. Each team must have a designated Team Leader.
- 13. Initial: _____ Litter pickup may be performed only during daylight hours and in good weather conditions.**
- a. Avoid peak traffic hours and abandon the cleanup if the weather turns inclement during your scheduled clean-up event and reschedule.
- 14. Initial: _____ Alcoholic Beverages and Drugs Are Prohibited at ALL Times.**
- 15. Initial: _____ Participants should avoid potentially dangerous or hazardous materials as well as any objects found in the right-of-way that appear to be of questionable nature.**
- a. Such items include dead batteries, animal carcasses, syringes, discarded condoms and any containers with unknown substances.
 - b. Team Leaders should report these items to the Contact Person. The Huerfano County Road and Bridge department should be notified of the location and county personnel will remove the substance or items.

**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM
Waiver and Release Agreement**

Item 7c.



This is a release of liability, please read carefully before signing

In order for me or my child to participate as a volunteer in Huerfano County's Adopt-A-Roadway Program, through the Huerfano County Road and Bridge Department, and after due consideration of my or my child's age, health, physical condition, and ability, and the inherent risks and personal risks involved in this activity, I voluntarily agree to assume all risks of loss that arise out of my or my child's participation and agree to waive any and all claims against Huerfano County and the other parties described below.

I hereby release, and agree to indemnify and hold harmless Huerfano County, the Board of County Commissioners and any of their respective employees, agents, officers, representatives, successors, assigns and insurers from liability for any injury, loss or damage to my person or my child, or property, whether anticipated or unanticipated, resulting from my participation in any activities contemplated by this Agreement.

I realize that working on this program may involve risks and hazards, including the risk of injury, to my child or me. I am aware of the risks and hazards inherent in my or my child's participation and do hereby assume sole responsibility for all such risks and waive all claims against Huerfano County and their respective agents, representatives, officers, employees, successors, assigns and insurers.

I do hereby acknowledge that I have viewed the Methamphetamine web based video on the Colorado Department of Transportation's website.

I agree that my child or I will abide by the rules and regulations of Huerfano County while participating on this program. I hereby acknowledge that I have read, understood and voluntarily agreed to the foregoing waiver and release agreement.

Adopt-A-Roadway Applicant Name: _____

Print Adult's Name: _____

Child's Name: _____ Age of Child: _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature of Parent or Guardian if Volunteer is under 18 years of age

Thank you for offering to Adopt-A-Roadway in Huerfano County! Volunteers like you play an important role in Huerfano County's programs and services and we are grateful for your interest!

HUERFANO COUNTY ROAD & BRIDGE
ADOPT-A-ROADWAY/ONE-TIME CLEAN-UP PROGRAM
ACCOMPLISHMENT FORM



Accomplishment Forms must be submitted to the Road & Bridge Department after each scheduled clean-up via email, in office, or through the mail.

Please Provide the Following Information:

Date of Cleanup: _____ 1st Cleanup _ 2nd Cleanup _

Adopt-A-Roadway/One-Time Sponsor: _____

County Road Assigned: _____

How Many Participants: _____ Number of Hours: _____

How Many Bags of Trash Were Collected: _____

How Many Bags of Recyclable Items Were Collected: _____

During The Cleanup - Did Your Crew Locate Any Hazardous Materials Including Animal Carcasses or Large Items: ___ YES ___ NO

If Yes, Where Were These Hazardous Materials Located Along The Section Your Crew Cleaned, and What Were They?

RETURN TO:

Huerfano County Road & Bridge Department

1038 Russell Street

Walsenburg, CO 81089

719-738-2420

**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME ROADWAY CLEAN-UP PROGRAM
APPLICATION and HOLD HARMLESS AGREEMENT**

Page 1



Item 7c.

Organization/Individual Information

Name: _____

Address: _____

Contact Person: _____

Telephone No: _____

Email Address: _____

Roadway Location Information

Name and Number of Road: _____

Location - From: _____ To: _____

Approximate Mileage: _____

Applicant Statement

I have read and agree to the policies and procedures for the Huerfano County Road and Bridge One-Time Clean-Up Program. I understand that Huerfano County reserves the right to modify the scope of the Clean-Up. I realize that working on this project may involve risks and hazards, including risk of injury to me. I am aware of the risks inherent in participating and do hereby assume sole responsibility for all such risks that could result in such injury and waive all claims against Huerfano County and their respective agents, representatives, officers, employees, successors, assigns and insurers.

By signing this application and agreement, the undersigned agrees and acknowledges that they have the legal authority to apply for the individual or organization to participate in this program.

Applicant's Signature & Title _____ **Date:** _____

Approval

Dustin Hribar, Superintendent
Huerfano County Road & Bridge Department
1038 Russell Street
Walsenburg, CO 81089
719-738-2420

Date: _____

**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME CLEAN-UP PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

Policy: It is the policy of Huerfano County to permit individuals and/or organizations to assist in maintaining the roadways located within the County by periodically removing litter and rubbish through the Huerfano County Adopt-a-Road Litter Control Program. The County recognizes that this is a valuable service rendered to the County and its Citizens by volunteer individuals and/or organizations and that the volunteers should be honored for this service. Individuals and/or organizations are also permitted to perform one-time cleanup operations rather than committing to a road adoption, subject to the One-Time Clean-Up Procedures. **Initial:** _____

One-Time Clean-Up Procedures:

1. **Initial:** _____ Each participant will be required to sign a “Volunteer Waiver Form” that your organization will be required to keep on file in case an incident occurs.
2. **Initial:** _____ Part of the Volunteer Waiver Form consists of all participants viewing the Safety First and Methamphetamine Lab Waste Videos through CDOT. These are 7-minute videos explaining the hazards that may be found alongside roadways. The videos can be viewed by web access at: <https://www.codot.gov/programs/adopt-a-highway/videos>
3. **Initial:** _____ The volunteering entity will commit to a one-time clean-up of a County roadway. Roadways are subject to the following criteria and availability:
 - a) A section of roadway between road intersections or a logical ending point is preferred, with a minimum length of one (1) mile, pursuant to the length of the road.
 - b) The volunteering entity must notify the Huerfano County Road and Bridge department once they have completed their cleanup and return any supplies provided.
 - c) While a volunteering entity may request a particular road segment, availability may be limited, and Huerfano County may need to assign a road segment other than the one requested.
4. **Initial:** _____ The one-time clean-up commitment will occur between the first weekends of April through mid-October, weather permitting. Program activities will be between the hours of one hour after sunrise to one hour before sunset and not during inclement weather. Weekends are preferred but cleanups are scheduled by the volunteering entity. We require that you notify the Huerfano County Road and Bridge department of your scheduled clean-up date at least two weeks in advance.
5. **Initial:** _____ Roadside activity signage will be posted by Huerfano County Road & Bridge when a clean-up event is planned that will include messaging for how to get involved with the Adopt-a-Roadway & One-Time Clean-Up programs.
6. **Initial:** _____ Participants are required to wear both high-visibility vests and work gloves (leather strongly encouraged). Work gloves will not be provided.
7. **Initial:** _____ Huerfano County Road & Bridge will provide high-visibility vests and grabber sticks, and may provide other resources. Participants may wear their own high-visibility vests if deemed appropriate by the Road & Bridge Superintendent.
8. **Initial:** _____ Huerfano County Road & Bridge will provide orange or other brightly-colored trash bags through CDOT if available and independently otherwise.
9. **Initial:** _____ The Huerfano County Road and Bridge department will dispose of the filled waste bags once the Accomplishment Form has been received or the cleanup is completed and reported.

**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME CLEAN-UP PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

9. **Initial:** ____ Huerfano County Road & Bridge will honor any clearly-marked separation of recyclable materials from waste items by Litter Control Program participant(s) and ensure their proper handling.
10. **Initial:** ____ It is up to event organizers to plan restroom facilities for participants; however, for large clean-up events of more than 20 people and planned to take longer than 3 hours, or in remote locations, the County may help arrange for portable facilities. The Road & Bridge Superintendent has the authority to modify these provisions.
11. **Initial:** ____ Event organizers are required to provide water to participants.
12. **Initial:** ____ Litter Control Program participants must be aware of the potential dangers involved while participating in this program which is to be performed and take full responsibility for any injury that could occur while working along the roadway. The possible dangers while participating in this program while on County Roadways may include, but are not limited to: high-speed traffic, potentially noxious plants, broken glass, hazardous materials, sharp metal, and potentially harmful wildlife such as snakes, skunks, and venomous insects that may be concealed by waste or debris.
13. **Initial:** ____ Participants agree to restrict clean-up activities to the area of right-of-way off the traveled portion of the roadway. Organizations further agree while performing activities on right-of-way, the method, manner, and appearance of the participants will not in any way distract, disrupt, or adversely affect traffic. Participants may not display messages, carry banners, or advertise their business affiliation or cause.
14. **Initial:** ____ The Litter Control Program is open to any individual, group, or family. Huerfano County reserves the right to uses its discretion in selecting organizations.
15. **Initial:** ____ Participants must be 13 years old and up. Any group with members between 13-17 years old must be supervised by an adult (18 years and older.) At least one adult is required for every 8 participants between 13-17 years of age. Any requested age waivers will be reviewed on a case-by-case basis.
16. **Initial:** ____ Completion and submission of an Accomplishment Form are required after each completed cleanup. This assists County staff in monitoring the success of the program. The completion and submission of an Accomplishment Form is also required at the end of the one-year adoption period to inform the Road and Bridge department if your organization wishes to continue with the adoption or terminate the agreement at the end of the adoption period.

Individual:

1. **Initial:** ____ Individual volunteer(s) who are not represented by a group or entity that has completed the application process and wish to perform a One-Time Clean-Up are required to provide an Emergency Contact to Huerfano County with their application.
2. **Initial:** ____ The applicant is required to read and initial the Cleanup and Safety Procedures and comply with the same during their scheduled One-Time Clean-Up.

Group/Organization:

1. **Initial:** ____ Each participant will be required to sign a “Volunteer Waiver Form” that your organization will be required to keep on file in case an incident occurs.

**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME CLEAN-UP PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

2. **Initial:** ____ A designated Contact Person is required for each organization to serve as the liaison with the Huerfano County Litter Control Program. The Contact Person is the responsible party who is signing the application, scheduling the One-Time Clean-Up, submitting all forms, and ensuring compliance with the Cleanup and Safety Procedures. The Contact Person will submit the required Accomplishment Form to the Road and Bridge department after the completed Clean-Up, and organizations will set filled bags safely along the side of the road for collection by the County and bags with recyclable materials will be clearly marked.
3. **Initial:** ____ The Contact Person will designate a Team Leader that will be assigned to every scheduled cleanup event and the Team Leader will be responsible for ensuring that participants on their team comply with the Cleanup and Safety Procedures, including wearing proper footwear (as defined in the Cleanup and Safety Procedures), and with Huerfano County Litter Control Program Procedures.
4. **Initial:** ____ The Team Leader will be responsible for both going over the Cleanup and Safety Procedures before the scheduled clean-up operation with all crew members and ensuring that crew members sign off to acknowledge they have received this safety talk.

Cleanup and Safety Procedures

Cleanup and Safety Procedures MUST be reviewed with the entire group prior to every cleanup.

1. **Initial:** ____ **Participants should meet at a designated area prior to your scheduled cleanup to review Cleanup and Safety Procedures.**
 - a. Team Leaders are responsible for ensuring compliance with Cleanup and Safety Procedures.
 - b. In addition, they are responsible for reporting hazardous materials to the Contact Person.
2. **Initial:** ____ **For health and safety reasons, volunteers should dress properly and wear sunscreen.**
 - a. Clothing should include: Hats or caps, gloves, long-sleeved shirts, leather boots or sturdy shoes.
 - b. Clothing should be light or brightly colored to increase visibility to motorists.
 - c. Reflective vests must be worn.
3. **Initial:** ____ **Stay off Roadway wherever possible.**
 - a. All participants should be off the pavement and in the shoulder area for maximum safety when working.
 - b. Divide into two groups to patrol both sides of the road at one time and minimize crossing the roadway.
4. **Initial:** ____ **Groups with members aged 13 to 17 years old:**
 - a. All participants must be 13 years or older.
 - b. Any participants 12-17 years of age must be supervised by someone 18 years or older.
5. **Initial:** ____ **Leave your pets at home.**
6. **Initial:** ____ **Park vehicles away from area to be cleaned.**

**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME CLEAN-UP PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

- a. Vehicles parked along the roadside in the cleanup area can cause participants to walk into the roadway, creating a dangerous situation. Park as far off the road as possible.
- b. Carpooling is an effective way to reduce the number of vehicles at the site, as well as conserve energy and minimize pollution.

7. Initial: _____ Observe all Pedestrian Laws and Safety Practices.

- a. This includes, but is not limited to, facing oncoming traffic when walking along shoulders, looking both directions before crossing, crossing at corners when possible, etc.
- b. Stay away from construction sites, county maintenance activities, bridges, ramps, and intersections.
- c. Cleanup activities should be performed off the roadway only. Do not perform cleanup activities in the roadway itself.
- d. Appoint a spotter to observe traffic conditions when near the roadway.

8. Initial: _____ Keep filled litter bags off of the roadway.

- a. This keeps the traveled way clear for motorists and safer for pedestrians.
- b. Put all recyclables (aluminum, steel, glass, etc.) into a separate bag marked with an “R” Recyclables do not have to be further separated.
- c. Large items such as tires, lumber or other items that will not fit into the plastic litter bags should be placed alongside of the road. Please do not put these items on the road surface.

9. Initial: _____ Notify the Sheriff’s Department Immediately in Case of Emergency.

- a. Dial 911 if any emergency arises.

10. Initial: _____ Please Be Courteous to Drivers.

- a. Being discourteous to drivers only creates more problems and can endanger others.
- b. Never distract motorists with horseplay or abrupt, erratic movements.
- c. If a situation arises where a motorist is creating problems for participants, notify the sheriff’s department immediately. **Do not take the law into your own hands.**

11. Initial: _____ Dress appropriately for the weather and take necessary precautions.

- a. Clothing, liquids, and protection from the elements are all vital for a safe and healthy day.
- b. Wearing gloves is required.

12. Initial: _____ Large groups should be divided into teams of 12 or fewer.

- a. Each team must have a designated Team Leader.

13. Initial: _____ Litter pickup may be performed only during daylight hours and in good weather conditions.

- a. Avoid peak traffic hours and abandon the cleanup if the weather turns inclement during your scheduled clean-up event and reschedule.

14. Initial: _____ Alcoholic Beverages and Drugs Are Prohibited at ALL Times.

15. Initial: _____ Participants should avoid potentially dangers or hazardous materials as well as any objects found in the right-of-way that appears to be of questionable nature.

- a. Such items include dead batteries, animal carcasses, syringes, discarded condoms and any containers with unknown substances.
- b. Team Leaders should report these items to the Contact Person. The Huerfano County Road and Bridge department should be notified of the location and County personnel will remove the substance or items.

**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM
Waiver and Release Agreement**



Item 7c.

This is a release of liability, please read carefully before signing

In order for me or my child to participate as a volunteer in Huerfano County’s Adopt-A-Roadway One-Time Clean-Up Program, through the Huerfano County Road and Bridge Department, and after due consideration of my or my child’s age, health, physical condition, and ability, and the inherent risks and personal risks involved in this activity, I voluntarily agree to assume all risks of loss that arise out of my or my child’s participation and agree to waive any and all claims against Huerfano County and the other parties described below.

I hereby release, and agree to indemnify and hold harmless Huerfano County, the Board of County Commissioners and any of their respective employees, agents, officers, representatives, successors, assigns and insurers from liability for any injury, loss or damage to my person or my child, or property, whether anticipated or unanticipated, resulting from my participation in any activities contemplated by this Agreement.

I realize that working on this program may involve risks and hazards, including the risk of injury, to my child or me. I am aware of the risks and hazards inherent in my or my child’s participation and do hereby assume sole responsibility for all such risks and waive all claims against Huerfano County and their respective agents, representatives, officers, employees, successors, assigns and insurers.

I do hereby acknowledge that I have viewed the Methamphetamine web based video on the Colorado Department of Transportation’s website.

I agree that my child or I will abide by the rules and regulations of Huerfano County while participating on this program. I hereby acknowledge that I have read, understood and voluntarily agreed to the foregoing waiver and release agreement.

Adopt-A-Roadway Applicant Name: _____

Print Adult’s Name: _____

Child’s Name: _____ Age of Child: _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature of Parent or Guardian if Volunteer is under 18 years of age

Thank you for offering to Adopt-A-Roadway in Huerfano County! Volunteers like you play an important role in Huerfano County’s programs and services and we are grateful for your interest!

HUERFANO COUNTY ROAD & BRIDGE
ADOPT-A-ROADWAY/ONE-TIME CLEAN-UP PROGRAM
ACCOMPLISHMENT FORM



Accomplishment Forms must be submitted to the Road & Bridge Department after each scheduled clean-up via email, in office, or through the mail.

Please Provide the Following Information:

Date of Cleanup: _____ 1st Cleanup _ 2nd Cleanup _

Adopt-A-Roadway/One-Time Sponsor: _____

County Road Assigned: _____

How Many Participants: _____ Number of Hours: _____

How Many Bags of Trash Were Collected: _____

How Many Bags of Recyclable Items Were Collected: _____

During The Cleanup - Did Your Crew Locate Any Hazardous Materials Including Animal Carcasses or Large Items: ___ YES ___ NO

If Yes, Where Were These Hazardous Materials Located Along The Section Your Crew Cleaned, and What Were They?

RETURN TO:

Huerfano County Road & Bridge Department

1038 Russell Street

Walsenburg, CO 81089

719-738-2420

RESOLUTION NO. 24-24

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

**A RESOLUTION REGARDING HUERFANO COUNTY'S
LIMITED RESOURCES, IMMIGRATION, AND REFUGEE PRIORITIES**

WHEREAS, Colorado Revised Statutes (“C.R.S.”) §30-17-101 et seq. to the Board of County Commissioners of Huerfano County, Colorado (“Board”) to enable Huerfano County to provide restricted temporary general assistance to the poor or to transients pursuant to its limited ability to make appropriations therefor; and

WHEREAS, the Board is concerned of the potential impacts sudden, unplanned, and uninvited migration of any kind would have on Huerfano County residents and resources; and,

WHEREAS, Huerfano County lacks the Human Services, Public Health, Law Enforcement, and housing resources and infrastructure to address the impacts of any measurable influx of migrants independent of their legal status; and

WHEREAS, Huerfano County supports legal immigration into the United States and Huerfano County recognizes the plight of those seeking refuge and asylum from oppressive regimes and the history of the United States as a beacon of freedom and opportunity; and,

WHEREAS, Denver Health saw 20,000 migrant visits resulting in almost \$10,000,000 in uncompensated medical care in 2023 and the Centers for Medicare & Medicaid Services show that emergency medical services for the undocumented exceeded \$12 billion in FYs 2021 and 2022 combined; and

WHEREAS, Huerfano County is one of the poorest Counties in Colorado and its residents already have a high demand for public benefits that the County is unable to mitigate independently; and

WHEREAS, Huerfano County is operating on a lean budget and cannot jeopardize its ability to provide constitutional services such as Land Use, Roads and Bridges, Law Enforcement, and Public Health,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado, that Huerfano County is unable to financially or physically accommodate a sudden, unplanned, and uninvited measurable migration, whether legal, refugee, or otherwise, without jeopardizing its ability to provide constitutional services to its citizens. As such, Huerfano County must prioritize its citizens first and foremost.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Huerfano County that Huerfano County confirms it is not a sanctuary county.

INTRODUCED, READ, AND ADOPTED ON THIS 11th day of June, 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION NO. 24-25

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

**A RESOLUTION DECLARING THE GARDNER PUBLIC IMPROVEMENT
DISTRICT ORGANIZED AS OF JANUARY 1, 2011**

WHEREAS, the Board of County Commissioners (the “Board”) of Huerfano County, Colorado (the “County”), pursuant to C.R.S. §30-20-501 *et seq.*, and all other laws of the State of Colorado, hereby finds and determines that there exists a necessity for the creation of a local improvement district within the County, to be designated as the Gardner Public Improvement District, and the construction, installation, completion, maintenance, and acquisition therein of certain improvements; and

WHEREAS, at an election duly held and conduction in accordance with law on November 2, 2010, a majority of the eligible, registered electors of the District voting thereon approved the establishment of the District, the question relating thereto being as follows:

SHALL HUERFANO COUNTY, COLORADO, BE AUTHORIZED TO DEVELOP AND IMPLEMENT A PUBLIC IMPROVEMENT DISTRICT WITH AN IDENTICAL BOUNDARY TO THE GARDNER WATER AND SEWER DISTRICT FOR THE PURPOSE OF OPERATION AND MAINTENANCE OF, AND IMPROVEMENTS TO THE EXISTING WATER AND SEWER SYSTEM?

WHEREAS, the results of said election were duly canvassed and the result thereof duly declared; and

WHEREAS, all protests or objections to the District or the improvements have been heard, and the Board has determined based on the evidence submitted at the hearing, that (i) the District and improvements are permitted by law; and (ii) it is in the best interests of the County and the property owners within the proposed District that the District be created and the improvements be constructed, installed, completed, maintained and acquired;

WHEREAS, in order to defray all or any portion of the costs of the improvements provided by the District, the board has established this special district within the boundaries of the District; and

WHEREAS, such special improvement district has been established based on the opinion of the board that property in the District will be especially benefitted by such improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Huerfano County, Colorado that a local improvement district for the construction, installation, completion, maintenance, and acquisition therein of certain improvements, together with any necessary incidentals as hereinafter described, is hereby

created and established in accordance with C.R.S. §30-20-501 *et seq.* and all other laws of the State of Colorado thereunto enabling, and shall be known and designated as the “Gardner Public Improvement District”. All proceedings heretofore taken and adopted in connection with the District are hereby ratified, approved, and confirmed. It is hereby found and determined that the proposal to create the District was properly initiated by the Board by an order adopted on August 18, 2010.

1. The making of improvements and assessing the costs thereof and the performance of the duties of the governing board of the District shall be determined by the board.
2. The secretary of the District shall perform the duties of the clerk.
3. The improvements which may be constructed shall be the improvements which the District is permitted to provide pursuant to part 12 of Section 31-25-1219, C.R.S.
4. In order to defray all or any portion of the costs of providing services, the board may impose special assessments wholly or in part upon real property located within the boundaries of the District, in accordance with the process and procedure as established in Section 31-25-1219(2)(d), C.R.S.
5. The assessments shall be collected by the officer of the District designated in the assessment resolution or, by agreement with a municipality, by the municipal treasurer.
6. In the case of a default in the payment of the assessment, the collection officer shall certify to the county treasurer the whole amount of the unpaid assessments.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 11th day of JUNE 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION NO. 24-26

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

**A RESOLUTION REGARDING THE COUNTY RESOLUTION ON
AMBULANCE SERVICES**

WHEREAS, the Board of County Commissioners of Huerfano County, Colorado (the “Board”) pursuant to the authority granted in the Colorado Emergency Medical and Trauma Services Act, Colo. Rev. Stat. § 25-3.5-101, et seq., as amended, and the Colorado Department of Public Health and Environment (the “Department”); Health Facilities and Emergency Medical Services Division; Emergency Medical Services Rules, 6 CCR 1015-3, as amended, has the authority to regulate and authorize ambulance services operating within the county’s jurisdiction;

WHEREAS, the health and safety of the residents within Huerfano County (the “County”) are of paramount importance, and efficient medical services are vital for preserving and protecting the County community and its visitors;

WHEREAS, on May 9th, 2017, the County adopted Resolution 17-53 regarding the County’s authority to regulate ambulance services;

WHEREAS, the Board recognizes the need to establish further operational rules and guidelines to ensure the effective and reliable functioning of the ambulance services within the County;

WHEREAS, the Board desires to pass a resolution to enhance coordination among emergency responders, optimize resource allocation, and maintain the highest standards of medical care during transportation and

WHEREAS, the Board desires to limit ambulance services traveling to the Walsenburg community to transport patients from the Huerfano County Hospital District (“District”) critical access hospital (“Hospital” also doing business as Spanish Peaks Regional Health Center) and to limit such transports from the Hospital to the ambulance service operated by the District (“District’s EMS”).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Huerfano County, Colorado that the following rules for ambulance services operating within the County are hereby established:

- A. Authorization to Operate. A ground ambulance service shall not operate from an ambulance service station located in the County unless the ground ambulance service has obtained authorization to operate from the County.
- B. Board Actions. Subject to the existing state and County licensing requirements, the Board hereby takes the following actions:

1. The Board hereby affirms the District's EMS license and authorization to operate a ground ambulance service in the County, including authority to transport patients from any location in the County and deliver patients to medically appropriate locations within and without the boundaries of the County.
 2. No other ground ambulance services operating from stations located within 35 miles of the Hospital may transport patients from the Hospital, other than the District's EMS service.
- C. Limitations on Licensed Ambulance Services. Notwithstanding any current or future licensee's authorization to operate ambulance services within the County, the District's EMS is the only ground ambulance service located within 35 miles of the Hospital that is authorized by the Board to transport patients from the Hospital to other locations within or without the County. Subject to exceptions described herein, ambulance services stationed within 35 miles of the Hospital are not authorized to transport patients from the Hospital.
- D. Mutual Aid Agreements. Ambulance services headquartered or stationed outside the County may deliver patients to locations within the County when medically appropriate and may assist in mass casualty and similar emergent situations when requested by the County, emergency authorities or licensed ambulance operators headquartered in the County. The County will have full legal authority to exercise emergency response mutual aid agreements with other surrounding emergency response agencies, including without limitation air ambulance services providers and enter into arrangements as needed for the health and safety of the residents and visitors of the County.
- E. Authorization Term. Ambulance service authorizations granted or limitations imposed in accordance with this Resolution shall remain valid until revoked by the Board.
- F. Ambulance License Required. On and after July 1, 2024, no person or agency, private or public shall transport a patient from or to any point within the County in an ambulance to any point within or outside the County unless the person or agency holds a valid license issued by the State of Colorado pursuant to C.R.S.A. § 25-3.5-314.
- G. Legacy Clause. If, on or after July 1, 2024, the Board relinquishes its authority to regulate ambulance services within the County to the state of Colorado by submitting an "opt out" form as required by the state of Colorado, this Resolution shall remain in full force in effect unless the Board determines otherwise through a written resolution.

BE IT FURTHER RESOLVED, that the Board hereby finds, determines and declares that this Resolution is necessary for the safety, welfare, and resilience of the residents of the County of Huerfano, State of Colorado.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 11th day of JUNE 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____

John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION NO. 24-27

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

**A RESOLUTION SUPPORTING THE SOUTHEASTERN COLORADO WATER
CONSERVANCY DISTRICT**

WHEREAS, Huerfano County is located in the Arkansas River Basin with major population centers located along the Huerfano and Cucharas Rivers, tributaries to the Arkansas; and

WHEREAS, the Huerfano County Board of County Commissioners recognize that the use and security of water and agricultural resources is critical to protecting the welfare of the residents of Huerfano County and the Arkansas River Basin; and

WHEREAS, the Southeastern Colorado Water Conservancy District (“SECWCD”) and the City of Aurora acting by and through its Utility Enterprise (“Aurora”) entered into an Intergovernmental Agreement in October 2003 (“2003 IGA”); and

WHEREAS, the SECWCD Board of Directors adopted Resolution No. 2024 – 03D on April 9, 2024, urging Aurora to refrain from violations of the 2003 IGA in the interests of regional cooperation and relationships between water rights owners and entities in the Basin.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Huerfano County, Colorado does hereby support the Southeastern Colorado Water Conservancy District and other Arkansas Basin entities in their respective resolutions opposing Aurora's purchase of additional Arkansas River Basin water rights for the purpose of safeguarding both the welfare of Huerfano County residents as well as those of all of Southeastern Colorado, now and into the future.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 11th day of JUNE 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

ORDINANCE 24-01**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO****AMENDED AND RESTATED ORDINANCE 20-01 ADOPTING A PENALTY FOR ANY
PERSON CONVICTED OF ILLEGAL DUMPING OF SOLID WASTE IN HUERFANO
COUNTY AND ADOPTING A REWARD FOR INDIVIDUALS PROVIDING
INFORMATION THAT LEADS TO THE SUCCESSFUL CONVICTION OF A PERSON
COMMITTING THE ACT OF ILLEGAL DUMPING**

WHEREAS, 30-11-101(2) C.R.S. authorizes the Board of County Commissioners to adopt this ordinance regarding health, safety and welfare issues as otherwise prescribed by law; and

WHEREAS, 30-11-101(2) C.R.S. authorizes the Board of County Commissioners to classify illegal dumping of solid waste as a civil infraction and/or a class 2 petty offense and assess a fine in accordance with the penalty assessment procedures in 16-2-201 C.R.S.; and

WHEREAS, Huerfano County has experienced numerous cases of illegal dumping of solid waste in the County; and

WHEREAS, the public health, safety and welfare are threatened by those people who dump solid waste illegally; and

WHEREAS, public and private property is damaged when an act of illegal dumping occurs; and

WHEREAS, illegal dumping of solid waste in Huerfano County causes the County to expend scarce resources cleaning up after people who illegally dump; and

WHEREAS, the Huerfano County Commissioners are desire to enact a penalty for individuals convicted of illegal dumping and offering a reward to an individual who provides information to the Huerfano County Sheriff that leads to the successful conviction of a person or persons who commit the act of illegal dumping; and

WHEREAS, the Board of County Commissioners finds and determines that it would be in the public interest to adopt an ordinance addressing the act of illegal dumping of solid waste.

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

Section 1. Title.

This ordinance shall be known and referred to as the “Huerfano County Illegal Dumping Ordinance”

Section 2. Penalties.

1. There will be a fine of \$1,000.00 imposed on any person or persons who commit the act of illegal dumping of solid waste in Huerfano County.
2. Persons convicted of violating this ordinance are subject to the surcharges identified in § 30-15-402, C.R.S.
3. In addition to any other penalty, persons convicted of a violation of this Ordinance shall pay the customary courts costs when applicable.

Section 3. Reward.

The Huerfano County Commissioners will offer a reward of \$500.00 to any individual who provides information to Huerfano County that leads to the successful conviction of a person who commits the act of illegal dumping.

Section 4. Allocation of Funds.

1. The \$1,000.00 collected as a fine will be allocated as follows: \$500.00 will be received by Huerfano County to recoup the cost of cleaning the sites of illegal dumping and for educating the public; the other \$500.00 will be given to the individual who provides information to Huerfano County that leads to the successful conviction of a person who commits the act of illegal dumping. In the event that there is no person who provides information, the entire \$1,000.00 will be recouped by Huerfano County.
2. All fines and penalties shall be deposited into the General Fund of Huerfano County and all rewards will be paid from the General Fund of Huerfano County

Section 5. Definitions.

Illegal Dumping: Illegal dumping is defined as the willful throwing, dropping, placing or depositing of solid waste on public or private property not designated for that dumping or disposal purpose. The act of depositing, disposing of, throwing, or placing any solid waste upon any street, road, alley, sidewalk, unauthorized private receptacle, or public grounds, in the unincorporated areas of Huerfano County except in public receptacles or authorized private receptacles, to include inappropriate dumping into recycling bins or containers.

Solid Waste: Solid waste is defined as solid or semisolid, non-soluble material (including cases and liquids in containers) such as agricultural refuse, demolition waste, industrial waste, mining residues, municipal garbage, household waste, and sewage sludge. Examples include, but are not limited to: rubbish, glass, metals, plant matter such as yard trimmings, plastics, papers, asbestos, cardboard, batteries, chemicals, tires, used vehicles, appliances or furniture.

Section 6. Effect of Ordinance.

Any person **cited and/or arrested** for illegal dumping in the unincorporated areas of Huerfano County may be prosecuted before the Huerfano County Court pursuant to the stipulations set forth in Sections 2 and 7 of this Ordinance.

Section 7. Applicability.

This Ordinance shall apply to all unincorporated areas of Huerfano County, Colorado.

Section 8. Enforcement.

1. Any person(s) who violate this ordinance may be subject to prosecution and/or enforced through the penalty assessment procedure set forth in Section 16-2-201, C.R.S. and the penalty provisions of this Ordinance.
2. Any Law Enforcement Officer or Code Enforcement Official of Huerfano County is authorized to issue citations, summons, and complaints for violation of this Ordinance
3. It is the responsibility of the County Attorney to enforce the provisions of this Article, according to the County Court Rules of Criminal Procedure.
4. The Board of County Commissioners may seek criminal and/or civil relief, including but not limited to injunctive relief and mandamus, to enforce the provisions of this Ordinance.

Section 9. Liability.

The adoption of the Ordinance codified in this document shall not create any duty to any person, firm, corporation, or any other entity with regard to enforcement of non-enforcement of this Ordinance. No person, firm, corporation, or other entity shall have any civil liability remedy against the Huerfano County Board of County Commissioners or Huerfano County Sheriff, their officers or agents for any damage(s) arising out of, or in any way connected with the adoption, enforcement or non-enforcement of this Ordinance. Nothing in this Ordinance shall be construed to create any liability or to waive any of the immunities, defenses, limitations or liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. or to waive any immunities, or defenses or limitations on any liability otherwise available to each entity, agency, governmental body, it's officers, employees and agents.

Section 10. Safety

The Huerfano County Board of County Commissioners has determined that adoption of this Ordinance is in the best interest, safety and welfare of the citizens and visitors to Huerfano County.

Section 11. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Huerfano County Board of County Commissioners hereby declares that it would

have passed this Ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 12. Emergency Clause.

The Board of County Commissioners of Huerfano County find that it is in the interest of the public health and safety that this ordinance take effect upon adoption. It is the finding and determination of the Board of County Commissioners that the control of illegal dumping of trash, debris, refuse, and garbage within the County is essential to prevent the threat of harm to the environment of Huerfano County the spread of disease, contamination of lands and waters of the county, and adverse effect on property valuations.

INTRODUCED, READ and ORDERED PUBLISHED in full on first reading the 14th day of May 2024.

READ, ADOPTED, and ORDERED PUBLISHED by title only on this 11th day of June 2024. This Ordinance will become effective immediately upon publication.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

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

Karl Sporleder, Commissioner

**First Amendment
to the
Parker-Fitzgerald Cuchara Mountain Park Operations
Memorandum of Understanding**

This Amendment to the Memorandum of Understanding regarding the operation of the Parker-Fitzgerald Cuchara Mountain Park (this “**Agreement**” or “**MOU**”) is made as of this 11th day of June, 2024 (the “**Effective Date**”) by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Panadero Ski Corporation, a Colorado Non-Profit Corporation (“**PSC**”)

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

MODIFICATIONS TO THE AGREEMENT

The Agreement is hereby modified as follows:

Section 2. Lift Operations (This section is hereby amended to remove parts 2A, 2B, and 2C.)

- ~~A. PSC is prohibited from performing any work whatsoever to Lift 4 without the express written consent of the Colorado Passenger Tramway Safety Board.~~
- ~~B. Upon express written consent of the Colorado Passenger Tramway Safety Board, PSC is authorized to make such repairs, upgrades, and improvements that may be necessary to bring Lift 4 into good working order, provided however that all maintenance on the lift must be conducted and overseen by a qualified lift technician guided by an engineer experienced in cable-propelled transit. Work on the lift will be done in a manner in keeping with the best practices and advice of the Colorado Passenger Tramway Safety Board, industry standards, and all rules and regulations applicable to other such lifts.~~
- ~~C. PSC will give the County 72 hours’ notice before any work period for Lift 4. For the purposes of this provision, a work period is defined as any plan day or continuous series of days where PSC will be performing maintenance on or testing of Lift 4. Notice must include the name of the company employing the qualified lift technician conducting or overseeing the work. Notices must be sent to Administrator@huerfano.us and Commissioners@huerfano.us.~~
- D. PSC must provide the County with copies of all engineering reports or plans within 7 days of PSC receiving said reports.
- E. PSC is authorized to operate Lift 4 once it has an approved license from the Colorado Passenger Tramway Safety Board and appropriate insurance. This includes operations, maintenance, upgrades, and improvements related to snowmaking equipment servicing Lift 4, specifically, or located on the Park.
- F. Work on any other existing lift is prohibited, except with prior approval of the County and/or the USFS as appropriate.

Section 4. Public and County Use (This section is hereby amended to add part C below)

- A. The County will have the right to use the Park, or any portion thereof, with reasonable notice and availability for governmental purposes.
- B. At the direction of the County, and with reasonable advance notice and subject to availability, PSC shall provide the use of the Park, or any portion thereof, to non-profits, local civic groups, and other entities that the County believes will have a positive economic impact on the region at reduced rates.
- C. PSC Agrees to allow the Cuchara Trail Runs, occurring on June 15, 2024 to use portions of the Park, specifically: the main parking area and the driveway around the vault toilet and the field behind the pump track for tent camping on Friday and Saturday nights.

Section 11. Term and Termination. (This section is hereby amended to read as follows)

- A. Term. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until 12:01 AM on July 10, 2024 or as provided herein.
- B. Early Termination. This Agreement may be terminated at any time upon the written agreement of both Parties.
- C. Immediate Termination. Safety violations and any violation of the terms of this agreement shall be grounds for immediate termination at the sole discretion and option of the County.
- D. Extension. This Agreement may be extended at any time with the agreement of both Parties.
- E. At the expiration or sooner termination of this MOU, PSC, at its own expense, shall remove all personal property brought onto the Park premises by PSC. PSC, at its own expense, shall restore and repair the Park, and any of PSC’s improvements or fixtures remaining thereon, to a good, clean, safe and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the premises.
- F. Surrender. On expiration or within thirty (30) days after earlier termination of the MOU, PSC shall surrender the Park to the County with all fixtures, improvements and alterations in good condition, except for fixtures, improvements and alterations that PSC is obligated to remove. PSC shall remove all of its personal property and shall perform all restoration required by the terms of this MOU within the above stated time unless otherwise agreed to in writing.

REMAINDER OF AGREEMENT UNALTERED

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

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: John Galusha

Title: Chairman, Board of County Commissioners

Attest:

By: _____
County Clerk and Recorder

Date Signed: _____

Panadero Ski Corporation

By: _____

Date Signed: _____

Name: _____

Title: _____

Attest:

By: _____

Date Signed: _____

Name: _____

Title: _____

PURCHASE ORDER

Huerfano County

Purchase Order#: 206

Purchase OrderDate: 1/22/2024

Vendor: **CONVERGINT / 8384**
7330 SOUTH ALTON WAY
CENTENNIAL, CO 80112

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

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Judicial Center Security Grant	1	\$6,217.66	\$6,217.66	001-50200-51665
Judicial Center Security Grant	1	\$111,937.67	\$111,937.67	001-50200-51665
TOTAL:			\$118,155.33	

Associated Invoices				
Invoice #	Date Paid	Amount	Check Nbr.	Description
In00180221	4/23/2024	\$96,613.92	48629	Judicial Center Security Grant
Total:		\$96,613.92	PO Remaining Balance: \$21,541.41	

NOTES:

This is funded by the 2024 Underfunded Courthouse Grant with 50/50 split. See attached budget adjustment memo.

APPROVALS:

Approving Authority:

Budget Officer:



7330 South Alton Way - 12K
Centennial, Colorado 80112
Phone | Mobile 720-660-4944
justin.land@convergint.com

Item 7j.

June 3, 2024

Huerfano County
200 W 5th St

Walsenburg, Colorado 81089

Attention: Carl Young

Quotation: JL27608183CO02
Project: Huerfano County - Courthouse -
Security Grant – CO1
200 W 5th St
Walsenburg, Colorado 81089

Project Investment

Total \$6,217.66

Scope of Work

Convergint will extend the cable for (10) Valcom device locations.

Convergint will extend the conduit and cable for (1) strobe location.

Convergint will provide a Valcom IP Interactive Console that will allow for pre-recorded or adhawk messages.

Convergint will remove (7) Valcom strobes from the scope of work.



Cyber Security – Device Hardening / Password and Patch Management

Convergent's Core Cyber hardening is an effort to provide a base level of cyber hygiene for the systems and devices provided by Convergent. 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, Convergent 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, Convergent "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.
 - Convergent utilizes encrypted SecretServer for storage of complex passwords

These core hardening practices are included in this proposal by default. As an additional service, Convergent 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			Mass Notification		
2	-1.00	VAL-V9989	Multi-Messenger USB	\$511.10	\$-511.10
3	-1.00	VAL-VIP801A	Enhanced Network Audio Port	\$457.22	\$-457.22
4	1.00	VE8092	IP Interactive Console	\$3,283.58	\$3,283.58
5	1.00	VE8004BR	SIP Compliant Quad Network Audio Port (Rack Mnt)	\$732.42	\$732.42
6	-7.00	VAL-VIP998AM	SIP Strobe Alert, Amber,	\$559.15	\$-3,914.05
7	1.00	RESTOCKING	Valcom Restocking Fee	\$978.51	\$978.51

Equipment Total	\$112.14
Total Labor & Travel	\$6,000.00
Freight	\$105.52
Estimated Sales Tax	\$0.00
Total Project Price	\$6,217.66



Total Project Investment:

\$ 6,217.66

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

Sincerely,

Convergint
Justin Land

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

_____	_____
Customer Name (Printed)	June 3, 2024 Date
_____	_____
Authorized Signature	Title

convergint®



Convergent Technologies Terms and Conditions (Install & T&M)

Version 4.0 (US AND CANADA) July 2023

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

SECTION 1. THE WORK

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

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

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

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

Convergent agrees in accordance with the mutually agreed project schedule.

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

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

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

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

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

SECTION 2. PRICING

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

SECTION 3. INVOICE REMITTANCE AND PAYMENT

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

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

other reasonable expenditure.

SECTION 4. WARRANTY

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

SECTION 5. CHANGES

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

SECTION 6. FORCE MAJEURE

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

SECTION 7. INSURANCE

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

Table with 2 columns: Coverage Type and Statutory Limits. Rows include Worker's Compensation, Employer's Liability, Commercial General Liability, Automobile Liability, and Excess/Umbrella Liability.

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

SECTION 8. INDEMNIFICATION

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

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

SECTION 9. LIMITATION OF LIABILITY

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



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

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

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

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

SECTION 11. PERSONAL DATA & SECURITY

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

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

SECTION 12. INTELLECTUAL PROPERTY

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

SECTION 13. PRICE ADJUSTMENT

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

SECTION 14. TERMINATION

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

SECTION 15. GOVERNING LAW AND DISPUTES

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

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

SECTION 16. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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



Instructions for Huerfano County Secure Transportation Service License Application

1. Enter the name under which the Secure Transportation Service will be licensed.
2. Check the type of license requested for this Secure Transportation Service. Only check one.
3. Complete the information for the individual submitting the application for the license.
4. Complete the information for the Administrator of the Secure Transportation Service.
5. Complete the information for the Manager of the Secure Transportation Service, only if the Administrator is not also the Manager.
6. Complete the information about the owner of the Secure Transportation Service and provide contact information.
 - If the owner of a Secure Transportation Service is a partnership, provide the contact information for each partner.
 - If the owner of a secured transportation service is a corporation, provide the contact information for each director of the corporation and each stockholder owning ten percent (10%) or more of the outstanding stock.
 - If the owner of a Secure Transportation Service is a government, provide the contact information for each member of the governing board.
7. Describe the area to be served by the Secure Transportation Service. A map may be substituted if it shows sufficient detail to clearly identify the service area boundaries.
8. List the location(s) of the Secure Transportation Service headquarters, substation(s), office(s), secure transportation post(s) or other locations from which the Secure Transportation Service will operate.

A completed application includes the \$300 application fee and the following documents.

1. A copy of the secure transportation service's written policy and procedures manual, including its policy regarding staff member background checks.
2. A copy of the secure transportation service's operational and medical protocols, which must comply with Part 8 of the State Standards.
3. A copy of the secure transportation service's training procedures, which must comply with Part 7.7 of the State Standards, and proof of completion of the required orientation and training by relevant staff.
4. Attestation that the Manager and the Administrator, who may be the same person, meet the requirements of Part 7.1 of the State Standards. **[Optional form provided]**
5. A copy of the secure transportation service's written client rights and related policies and procedures, which must comply with Part 9 of the State Standards.
6. A copy of the secure transportation service's quality management plan, which must comply with Part 10 of the State Standards.
7. Documentation of minimum vehicle insurance coverage as defined by § 10-4-609 and 42-7-103(2), C.R.S. with Huerfano County identified as the certificate holder.
8. Documentation of a minimum level of worker's compensation consistent with the Colorado Worker's Compensation Act in Articles 40-47 of Title 8, C.R.S., as applicable.



Secure Transportation Service License Attestation of Manger and Administrator Minimum Qualifications

I, the undersigned, hereby affirm that:

1. I am employed by the Secure Transportation Service listed below as:

- Manager
- Administrator
- Both Administrator and Manager

2. I have read and am familiar with the Huerfano County Secure Transportation Licensing Regulations

3. I have read and am familiar with the Colorado State Standards for Secure Transportation found at 6 CCR 1011-4

4. I meet the minimum requirements as detailed in Part 7.1 of the State Standards, including that:

- a. I am at least 21 years of age
- b. I possess a high school diploma or GED
- c. I have either:
 - i. at least one (1) year documented supervisory experience in the provision of secure transportation services, or
 - ii. been qualified by education, knowledge, and experience to oversee the secure transportation services provided
- d. I am able to communicate, understand, and respond effectively to the client, family representatives, and other providers and be able to use appropriate translator services as needed
- e. I am familiar with all applicable local, state, and federal laws and regulations concerning the operation and provision of secure transportation services
- f. I am in good standing with any state regulatory agency, including the Department of Regulatory Agencies and Department of Public Health and Environment, for which I hold a license or certification
- g. I have passed a background check that was performed by the secure transportation service or owner prior to the assumption of responsibilities in accordance with Part 7.6(C) and that I have not conducted my own background check.

5. The Secure Transportation Service is compliant with all applicable laws and regulations required to operate a secure transportation service in Colorado

6. I am aware that changes regarding the manager or administrator must be filed with the County within 14 business days.

Secure Transportation Service:

D.G. Private Investigations & Security Consultants

Signature:

[Handwritten Signature]

Printed Name:

Daniel Lee Corsentino

Date:

04/10/2024



Secure Transportation Service License Application

- 1. Name of Secure Transportation Service: D.C. Private Investigations & Security Consultants LLC
- 2. Type of License (check one):
 - Class A (may use restraints)
 - Class B (no restraints)

3. Contact Information for the person applying for the license:

Name: DANIEL LEE CORSENTINO

Address: 1045 WEST 6TH STREET

City/State/Zip: PUEBLO, CO, 81003

Telephone: 719-696-9516 (business)

719-696-5703 (mobile)

Email Address: DAN@DANCORSENTINO.COM

4. Contact Information for the Administrator of the Secure Transportation Service:

Name: JOSHUA BENABIDES

Mailing Address: 1045 WEST 6TH STREET

City/State/Zip: PUEBLO, CO, 81003

Telephone: 719-696-9516 (business)

719-334-3434 (mobile)

Email Address: JOSH.BENABIDES@DANCORSENTINO.COM

5. Contact Information for the Manager of the Secure Transportation Service (if different from above):

Name: DAMON HYLTON

Mailing Address: 1045 WEST 6TH STREET

City/State/Zip: PUEBLO, CO, 81003

Telephone: 719-696-9516 (business)

719-557-9387 (mobile)

Email Address: DAMON.HYLTON@DANCORSENTINO.COM

6. Information for Legal Entity and Beneficial Owners

Name of Legal Entity: D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.

Type of Legal Entity (check one):

Partnership Corporation Government

On a separate sheet provide the contact information for the owners of the Secure Transportation Service

- If the owner of a Secure Transportation Service is a partnership, provide the contact information for each partner.
- If the owner of a secured transportation service is a corporation, provide the contact information for each director of the corporation and each stockholder owning ten percent (10%) or more of the outstanding stock.
- If the owner of a Secure Transportation Service is a government, provide the contact information for each member of the governing board.

Contact Information to be provided:

- Name
- Title
- Address
- Telephone
- Email Address

7. Area to be served by the Secure Transportation Service (if described on map, write "See attached map"):

SPANISH PEAKS REGIONAL HEALTH

8. Location(s) from which it is intended to operate the Secure Transportation Service:

D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.
1045 WEST 6TH STREET
PUEBLO, CO 81003



Instructions for Huerfano County Secure Transportation Vehicle Permit

1. Enter the name under which the secure transportation service will be licensed.
2. Check the type of permit requested for this vehicle. Only check one.
3. Complete the contact information for the person applying for the permit.
4. Complete the information for the secure transportation vehicle.
 - VIN is the vehicle identification number assigned by the manufacturer. Generally, it can be found on the number plate visible through the lower corner of the windshield on the driver side.
 - Briefly describe the secure transportation vehicle color scheme and any other significant characteristics.
 - i. Color scheme examples: black, white over silver with blue beltline stripe, red with gold lettering.
 - ii. Distinguishing characteristics examples: yellow sunburst logo, green and blue logo showing mountain lake scene.
5. Attach required documentation:
 - Proof of motor vehicle insurance
 - Vehicle registration
 - Photo of vehicle
6. Have vehicle inspected by qualified mechanic. Have mechanic complete the Certificate of Motor Vehicle Condition.
7. Fill out the top portion of the Vehicle Inspection Report. The County will complete everything below the double line.

Each vehicle requires its own application packet and will be issued its own permit. The \$100 application fee is per vehicle and due when the application packet is submitted. A completed application packet includes 3 forms:

1. Vehicle Permit Application
2. Certificate of Motor Vehicle Condition
3. Vehicle Inspection Report



Secure Transportation Vehicle Permit Application

1. Name of Secure Transportation Service: D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.

2. Type of Permit (check one): Type 1 (partitioned) Type 2 (non-partitioned)

3. Contact Information for the person applying for the permit:

Name: DANIEL CORSENTINO

Telephone: 719-696-9516 (business) 719-696-5703 (mobile)

Email Address: DAN@DANCORSENTINO.COM

4. Secure Transportation Vehicle Information:

Chassis year: 2024

Make: KIA

Model: SPORTAGE X-LINE

VIN: KNDPUCDF9R7241174

License Plate Number: _____

Date in Service: 03/01/2024

Color and Characteristics: WHITE WITH D.C. PRIVATE INVESTIGATIONS & SECURITY CONSULTANTS LLC EMBLEM

Required Attachments:

- Proof of motor vehicle insurance
- Vehicle Registration
- Photo of Vehicle

The undersigned acknowledges the following

1. That the Permit granted pursuant to this application is not transferrable, and in the event that the vehicle is sold or transferred, the permit will not transfer.
2. Application fee of \$100 or letter requesting fee waiver must be submitted with this application. Fee waivers are granted at the discretion of the Board of County Commissioners.

The undersigned hereby affirms the following:

1. That the Secure Transportation Service is compliant with all applicable laws and regulations required to operate a secure transportation service in Colorado.
2. That the application they are about to submit is complete and that the attachments required above are submitted with this application.
3. That they have the authority to act on behalf of the Secure Transportation Service provider and all information in this application and accompanying documentation is true and accurate to the best of their knowledge.

Applicant Signature: 

Printed Name: DANIEL LEE CORSENTINO Date: 02/09/2024

Required Attachments:


- A copy of the secure transportation service's written policy and procedures manual, including its policy regarding staff member background checks.
- A copy of the secure transportation service's operational and medical protocols, which must comply with Part 8 of the State Standards.
- A copy of the secure transportation service's training procedures, which must comply with Part 7.7 of the State Standards, and proof of completion of the required orientation and training by relevant staff.
- Attestation that the Manager and the Administrator, who may be the same person, meet the requirements of Part 7.1 of the State Standards.
- A copy of the secure transportation service's written client rights and related policies and procedures, which must comply with Part 9 of the State Standards.
- A copy of the secure transportation service's quality management plan, which must comply with Part 10 of the State Standards.
- Documentation of minimum vehicle insurance coverage as defined by § 10-4-609 and 42-7-103(2), C.R.S. with Huerfano County identified as the certificate holder.
- Documentation of a minimum level of worker's compensation consistent with the Colorado Worker's Compensation Act in Articles 40-47 of Title 8, C.R.S., as applicable

The undersigned hereby acknowledges the following:

1. That the License granted pursuant to this application is not transferrable, and in the event the Secure Transportation Service is sold or transferred, the new owner will be required to obtain licensing and permits prior to beginning operations.
2. Changes regarding the manager or administrator must be filed with the County within 14 business days.
3. Application fee of \$300 or letter requesting fee waiver must be submitted with this application. Fee waivers are granted at the discretion of the Board of County Commissioners.

The undersigned hereby affirms the following:


1. That the Secure Transportation Service is compliant with all applicable laws and regulations required to operate a secure transportation service in Colorado.
2. That the application they are about to submit is complete and that the attachments required above are submitted with this application.
3. That they have the authority to act on behalf of the Secure Transportation Service provider and all information in this application and accompanying documentation is true and accurate to the best of their knowledge.

Applicant Signature: 

Printed Name: DANIEL LEE CORSENTINO

Date: 04/10/2024

Huerfano County Internal Use Only

Application Received by: 

Date Received: 6/6/2024

Attach Proof of Payment or Fee Waiver Request Letter



Secure Transportation Vehicle Permit Certificate of Motor Vehicle Condition

Name of Secure Transportation Service: D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.

Year / Make / Model: 2024 KIA SPORTAGE X-LINE

VIN: KNDUCDF9R7241174 Mileage: 321

License Plate Number: TEMP

MECHANICAL EVALUATION CHECK LIST

System	Acceptable	Not Acceptable	Comments
Wheels, tires and brake systems	BPF		
Steering, alignment and suspension system	BPF		
Climate control and ventilation systems	BPF		
Lighting and electrical system	BPF		
Exhaust system	BPF		
Fuel system	BPF		
Glass, body, and sheet metal	BPF		

As a qualified motor vehicle mechanic, I affirm the following:

1. I have evaluated the mechanical condition of the described vehicle and have determined that the vehicle is in safe operating condition as of this date. This evaluation does not guarantee future status of the vehicle operating condition due to conditions beyond my control.
2. Based on documentation or other information provided, the vehicle has undergone routine vehicle maintenance and periodic checks in accordance with manufacturer recommendations.

Company Shop or Agency Name: Spradley Kia

Address: 2145 Hwy 50 Pueblo Co 81008

Mechanic Signature: B. Floyd

Printed Name: Brian Floyd Date: 02/27/24



Secure Transportation Vehicle Permit Vehicle Inspection Report

Name of Secure Transportation Service: D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC.

Type of Permit (check one): Type 1 (partitioned) Type 2 (non-partitioned)

Type of License (check one): Class A (may use restraints) Class B (no restraints)

Huerfano County Internal Use Only
Attach Proof of Payment or Fee Waiver Request Letter

Application Received by: Carl Young Date Received: 6/6/2021

Information below to be completed by County Inspector

YES	NO	REQUIREMENTS FOR ALL SECURE TRANSPORTATION VEHICLES:
X		Certification of compliance with Federal Motor Vehicle Safety Standards
X		Four door body configuration
X		Ligature risk reduction measures
X		Child safety door locks for passenger compartment
X		Window safety interlocks for passenger compartment
X		Global Positioning System tracking
X		Seat belt for each seating position
X		Manufacturer's supplemental inflatable restraints operational
	X	Child safety seat in appropriate sizes for client population (if applicable)
X		Operational temperature control and ventilation system
X		Secure area clear of any item that may be used to inflict harm
X		Mirror or video camera to visually observe and monitor client
X		First aid kit
X		Fire extinguisher
X		Wireless two-way communication
X		Biohazard bags
X		Personal protective equipment for each vehicle occupant
X		Map of service area
X		All equipment and supplies on the vehicle are properly secured, maintained, and stored in accordance with manufacturer recommendations

YES	NO	ADDITIONAL REQUIREMENTS FOR TYPE 1 SECURE TRANSPORTATION VEHICLES:
	<input checked="" type="checkbox"/>	Permanent safety partition between driver and passenger compartments
	<input checked="" type="checkbox"/>	Safety partition between passenger compartment and cargo area (if applicable)

YES	NO	ADDITIONAL REQUIREMENTS FOR CLASS A SECURE TRANSPORTATION VEHICLES:
	<input checked="" type="checkbox"/>	Automated external defibrillator
	<input checked="" type="checkbox"/>	Soft restraints
	<input checked="" type="checkbox"/>	Device to prevent spitting or biting that does not restrict airway or breathing ability and does not pose a ligature risk

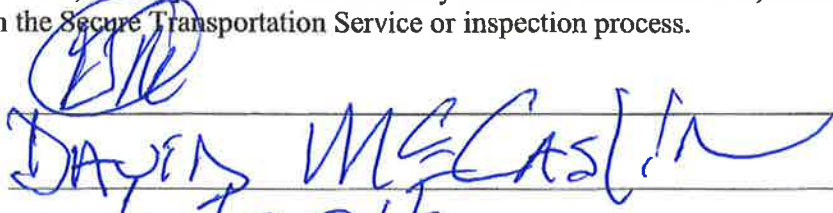
Additional Comments:

~~WE~~ NOT TRANSPORTING ANY VIOLENT PEOPLE,

Inspector Certification

By completing this inspection, I certify that I do not have any disclosed or undisclosed, actual or potential conflicts of interest with the Secure Transportation Service or inspection process.

Inspector Signature:



Printed Name:

DAVEN McCASLIN

Date Inspected:

6-6-24

Dale Spradley Motors, Inc.

2145 Highway 50 West
 Pueblo, CO 81008
 719-543-6710
 Fax: (719) 586-0358

SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday
 7:30 a.m. to 4:00 p.m. Saturday

R/O Open Date	R/O	Item 7k.	1
02/27/24	4		
R/O Close Date	Status		
02/27/24	Pre-Invoice		
Mileage In	Mileage Out		
321	321		
Service Advisor / Tag #			
DYLAN LEBLANC/435			

DC INVESTIGATIONS & SECURITY, 5018 ALMONDCREST PUEBLO, CO 81005			Work Phone	Vehicle Identification Number	
				KNDPUCDF9R7241174	
			Home Phone	Delivery Date	In-Service Date
			719-671-5703	02/22/24	02/22/24
Year	Make	Model	Body	Color	License Number
2024	KIA	SPORTAGE	UP LX AWD	WHITE PEAR	
K24228					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: 719-671-5703 Email: DAN@DANCORSENTINO.COM	
#1 - Customer Reports: customer states secure transportation cert please check and advise	
#2 - KES1: KIA EXPRESS MULTI POINT INSPECTION	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. *I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.*

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXXXX7543 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

June 6, 2024

Dear Commissioners,

Attached you will find a temporary service agreement for Lisa Powell-DeJong. At the end of her employment period following her resignation, there were several outstanding orders that needed to be completed including filings to transferring cases to new attorneys. As part of that wrap up, she will need access to her email address. In order to protect us and ensure we have attorney-client privilege, we have drafted a temporary contract that has no fees associated with its execution.

If you have any questions, please feel free to reach out.

Heather Wellman, PhD
Director, HCDHS

Temporary Professional Service Agreement for Legal Services

This Temporary Professional Service Agreement ("Agreement") is made and entered into as of June 3, 2024, by and between:

Client:

Huerfano County Department of Human Services
121 W. 6th Street
Walsenburg, CO 81089
heather.wellman@state.co.us

Service Provider:

Law Office of Lisa Powell-DeJong
PO Box 551
Rye, CO 81069
719-822-2624
lisa@lawofficeoflpd.com

Recitals:

WHEREAS, the Client desires to retain the Service Provider to provide certain legal services as described herein on a temporary basis; and

WHEREAS, the Service Provider agrees to provide such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Services

The Service Provider agrees to provide the following legal services to the Client:

- Complete all proposed orders for Huerfano County Department of Human Services Dependency and Neglect cases for which provider served as counsel.
- Complete substitution of counsel notices for all Huerfano County Department of Human Services Dependency and Neglect cases that remain open.

2. Term

This Agreement shall commence on June 3, 2024 and shall continue until all necessary filings are completed, unless terminated earlier in accordance with Section 7 of this Agreement.

3. Compensation

The Service Provider shall provide the services specified in Section 1 free of charge. If services are needed outside of those specified in Section 1, the parties shall negotiate an hourly service agreement.

4. Expenses

The Client shall reimburse the Service Provider for all reasonable and necessary expenses incurred in connection with the performance of the services, provided that such expenses have been pre-approved by the Client.

5. Independent Contractor

The Service Provider shall perform the services as an independent contractor and not as an employee of the Client. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

6. Confidentiality

The Service Provider agrees to keep confidential all information received from the Client during the term of this Agreement and not to use such information for any purpose other than the performance of the services.

7. Termination

Either party may terminate this Agreement at any time by providing 3 days' written notice to the other party. In the event of termination, the Service Provider shall be compensated for all expenses incurred up to the date of termination.

8. Indemnification

The Client agrees to indemnify and hold harmless the Service Provider from any claims, liabilities, or expenses arising from the Service Provider's performance of the services under this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, whether written or oral.

11. Amendments

This Agreement may be amended only by a written instrument signed by both parties.

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

13. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to Client:

Huerfano County Department of Human Services

Attn: Dr. Heather Wellman

121 W. 6th Street

Walsenburg, CO 81089

OR

heather.wellman@state.co.us

If to Service Provider:
Law Office of Lisa Powell-DeJong
PO Box 5501
Rye, CO 81069
OR
lisa@lawofficeoflpd.com

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

Huerfano County Department of Human Services
Dr. Heather Wellman, Director

Law Office of Lisa Powell-DeJong
Lisa Powell-DeJong, Esq.

CONTRACT FOR SERVICES AGREEMENT
Human Services Management Consulting

This Agreement, entered into this 11th Day of June 2024, 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 The Wellman Way, LLC, hereinafter referred to as "Contractor".

WHEREAS, under the authority of C.R.S. §26-1-115(1), the Board of County Commissioners determines that Huerfano County requires the interim employment of a Human Services Director; and

WHEREAS, Heather Wellman operates and maintains a corporation that provides managerial and logistical supports for Human Services and is qualified to act as an interim director of Human Services; and

WHEREAS, the County would like to establish a professional services agreement with Heather Wellman to permit the County to contract certain services with Heather Wellman until such time Heather Wellman can transition into employment with Huerfano County; and

WHEREAS, the Contractor desires to contract for such services.

NOW, THEREFORE, the parties mutually agree, promise, stipulate, and covenant as follows:

1. The County does hereby agree to contract with the Contractor to do and perform the acts and services hereinafter more specifically set out, on the terms and conditions hereinafter enumerated for period commencing on the **1st day of June, 2024 until the 27th day of July 2024**.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, responsibilities related to the daily Directorship of the Huerfano County Department of Human Services.
3. Huerfano County agrees to pay the Contractor **\$8,000 monthly** 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 a 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. Contractor acknowledges that it may be furnished or may otherwise receive or have access to information which relates to the County case's history, present issues, health, criminal background, and other pertinent information (Proprietary Information) to help create the required work. Contractor agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to Contractor before this Agreement is signed or afterward. In addition, Contractor shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for its own benefit or for the benefit of any third party. Without limiting the generality of the foregoing, Contractor shall be prohibited from discussing the

County or the Work with a representative of the press or media, either directly or indirectly, without the County's express prior written approval.

- 7. 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.
- 8. 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.
- 9. This contractual agreement may be terminated by either party in writing with ten (10) 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: John Galusha
Title: Chairman, Board of County Commissioners

Date Signed: _____

ATTEST:

By: _____
County Clerk and Recorder

The Wellman Way, LLC

By: _____
Name: Heather Wellman

Date Signed: _____

**Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, ext 117 (Bldg Department)**



June 7, 2024

This Letter is concerning Michael and Brenda Denholtz, Lot 7, Silver Fox Ranches in Gardner (Parcel number 192095). The property is vacant land. The property was investigated, there are no code violations on this property.

The Denholtz's have applied for a bulk water permit with intentions to build a home and develop the property.

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,
Suite 201
Walsenburg, CO 81089
719-738-1220 Ext.103

PERMIT

BULK-24-0003	BULK WATER APPLICATION
SITE ADDRESS: NO SITUS ADDRESS UNKNOWN	ISSUED: 06/07/2024
PRIMARY PARCEL: 192095	EXPIRES: 11/30/2024
PROJECT NAME: DENHOLTZ- BULK WATER	

APPLICANT: DENHOLTZ, MICHAEL J & BRENDA
4244 Miramonte Place
RIVERSIDE, CA 92501
951-965-8521

OWNER: DFNHOI TZ, MICHAEL J & BRENDA
4244 Miramonte Place
RIVERSIDE, CA 92501

PERMIT DETAILS

Detail Name	Detail Value
What Type Of User Are You	County Resident
Are You A Full Time Resident	No, I Am A Part Time Or Seasonal Resident
Do You Currently Have A Residence On The Property	No
Does The Property Have Electrical Service	No
Why Are You Requesting To Open A Bulk Water Account	To be able to start living and develop a residence

CONDITIONS

- * Issuance Of A Bulk Was Account Does Not Guarantee A Source Of Water In Perpetuity.
- * By Submitting This Application The Applicant Agrees To Hold The District Harmless For Any Damages To Their Property As A Direct Result Of Using The Bulk Water Fill Station.
- * Approval Of All Bulk Water Accounts Is Subject To Inspection Of The Property By A County Representative And Board Of County Commissioners Approval.
- * A Non-refundable Application Administrative Fee Of \$50.00 Dollars Is Due At The Time Of The Application Submission.

FEES:	<u>Paid</u>	<u>Due</u>
Administrative Fee	\$50.00	\$0.00
Totals :	\$50.00	\$0.00

REQUIRED INSPECTIONS

Property Inspection



401 Main Street,
Walsenburg, CO 81089

719-738-1220 Ext.103

BULK-24-0003	Bulk Water Application
SITE ADDRESS: NO SITUS ADDRESS	ISSUED: 06/07/2024
PROJECT NAME: Denholtz- Bulk Water	EXPIRES: 11/30/2024

PARCEL: 192095

Permit Request.

To be able to start living and develop a residence

APPLICANT:	DENHOLTZ, MICHAEL J & BRENDA 4244 Miramonte Place RIVERSIDE, CA 92501 951-965-8521	OWNER: DENHOLTZ, MICHAEL J & BRENDA 4244 Miramonte Place RIVERSIDE, CA 92501
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PERMIT INFO:

User Type	County Resident
Full-time resident	No, I Am A Part Time Or Seasonal Resident
Residence on property	No
Electrical Service	No

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 Name DENHOLTZ, MICHAEL J & BRENDA
 Address 1 ANNETTE
 Address 2
 Address 3 4244 MIRAMONTE PL
 Address 4 RIVERSIDE
 State/Zip CA 92501 6601
 Property
 Map Num 28-4729-342-00-109
 Prev Name1 FLC LTD
 Prev Name2

VALUES-ASSD TAXABLE EXEMPT
 LAND 199

Use 4147 City 00000 Subdv 0524
 Anlys 000 Tax/Dst 1GS Zone BQ
 Exempt Late Filing Advrt Y Bnkprpt N
 ACRES: Master Legal Value
 00000003513 000 3513

TOTALS 199
 Ignore PP \$ 14508 Exemption N
 NOV # NOD #

CHANGES

Parcel On 08/22/2022 By COHUBDEB
 Name On 08/22/2022 By COHUBDEB
 Values On 02/24/2021 By COHUMELI
 Legal On 03/05/2019 By COHUQBRU

CMD1-Value Change
 CMD2-Legal Change
 CMD3-Both Changes
 CMD4-Sales Change
 CMD22-Abort Entry
 HELP-More Details

Acres
 Item 7n.

PURCHASE ORDER

Huerfano County

Purchase Order#: 260

Purchase OrderDate: 6/7/2024

Vendor: **INTELLICHOICE, INC / 7592**
168 N. Gateway Drive
Providence, UT 84332

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

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Annual License	1	\$1,915.59	\$1,915.59	001-42110-52000
Annual License	1	\$2,239.54	\$2,239.54	001-42120-52000
Annual License	1	\$3,437.36	\$3,437.36	069-49000-51719
TOTAL:			\$7,592.49	

NOTES:

Annual License and Support fee for Eforce Records. This amount is 50% of last years fee, since this program is now READ ONLY

APPROVALS:

Approving Authority:

Budget Officer:

Intellichoice, Inc.
 DBA EFORCE
 168 North Gateway Drive
 Providence, Utah 84332



BILL TO
 Huerfano County Sheriff's Office
 500 South Albert Avenue
 Walsenburg, CO 81089

INVOICE

TERMS	DATE	PO #	INVOICE #	DUE DATE
Due on receipt	7/1/2024		1233300	7/1/2024

QUANTITY	MEMO	AMOUNT
1	CAD - Class B Licensing - Dispatch 069-49000-51719	3,437.36
1	JMS - Class B Licensing - Jail Module 001-42120-52000	2,239.54
1	RMS - Class B Licensing - Sheriff Module 001-42110-52000	1,915.59

TOTAL \$7,592.49

PAYMENTS APPLIED \$0.00

BALANCE DUE \$7,592.49

HAVE A QUESTION?
 PREFER TO PAY ONLINE? ASK US HOW.

LButtars@eforcesoftware.com
 DErickson@eforcesoftware.com

888-570-4943 OPTION 5



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: June 11, 2024

ITEM NAME: SIP GovGrant Approval to Apply

SUBMITTED BY: Carl Young, County Administrator

SUMMARY: This is a request to submit a Statewide Internet Portal Authority (“SIPA”) GovGrant in an amount not to exceed \$200,000. Our project involves moving our permits and licenses to Tyler Technologies’ Enterprise Permitting and Licensing system as well as adopting Tyler Technologies’ Engagement Builder system which will allow the County to offer digital versions of our remaining forms and ultimately streamline certain processes. This is a 100% grant and we are applying for implementation and year one expenses.

RECOMMENDATION: Motion to approve the submission of a SIPA GovGrant in an amount not to exceed \$200,000.

BACKGROUND: SIPA is a government entity that exists to serve other Colorado governments by saving them time and money through a simplified procurement process with suppliers vetted by SIPA. The goals for the GovGrants Program include: (1) Improving the efficiency and effectiveness of government service delivery to the people of Colorado; (2) Implementing innovative, high-impact technology solutions that help to cement Colorado’s status as a leader in civic technology; and (3) Supporting the Governor’s policy agenda and concentrating our impact in priority policy areas

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



PRESENTS A PROPOSAL FOR:

HUERFANO COUNTY, COLORADO

COUNTY ADMINISTRATOR

ENTERPRISE PERMITTING & LICENSING (EPL)

MAY 31, 2024

We empower the public sector to create smarter, safer, and stronger communities.

PREPARED FOR

Carl Young, County Administrator, Huerfano County, CO
Beth Justice, Sales & Marketing Director, Colorado SIPA

PREPARED BY

Tiff Hagan, Director of Growth, Tyler Technologies
Britney Roper, Senior Account Executive, Tyler Technologies

ABOUT US

Tyler Technologies (“Tyler”) is the leading national digital service provider for federal, state and local governments serving the US. Tyler helps governments use technology to provide a higher level of service to businesses and citizens. eGovernment is not just a vertical or line of business for Tyler; serving government is Tyler’s only business, and the state governments supported recognize the benefits of aligning with a specialist, not a generalist. As eGovernment experts, Tyler’s solutions are specifically tailored to meet the needs of every state partner by providing constituents with user friendly and convenient access to in-demand government information and services, not off the shelf solutions built for the private sector that require extensive customization for government.

Tyler’s guiding principle is to simplify the interaction between government and its citizens and businesses. Tyler designs and implements solutions that deliver an intuitive user experience and improve the brand strength of Tyler’s partners.

Instead of a “one size fits all” application, Tyler provides each government partner with a tailored product that considers people, process and technology that contributes to a satisfying experience for their users.

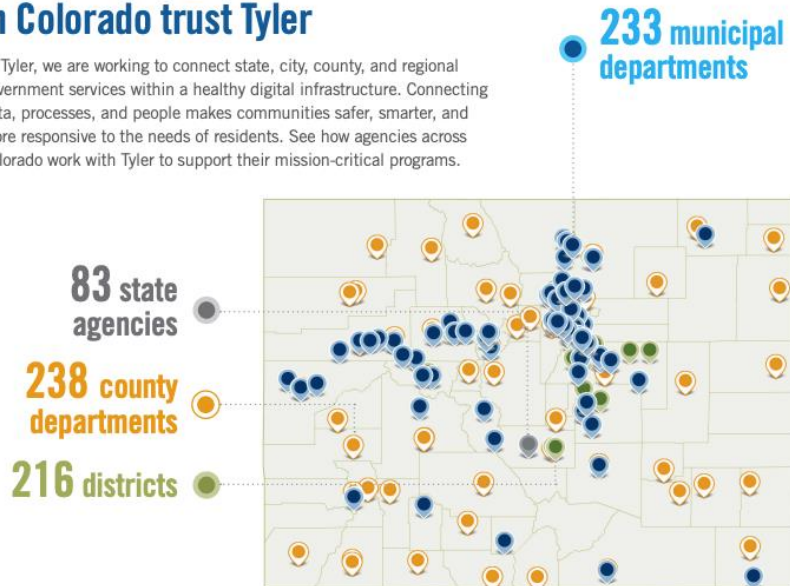
DEEP CONNECTIONS

Tyler has been a valued partner in the eGovernment space for the state for many years. Tyler has employed our technical expertise and state-specific government experience to develop eGovernment solutions on behalf of numerous state and local-level Colorado government partners. Tyler Colorado has worked with over 83 agencies, 238 county departments, 216 districts, and 233 municipal departments.

770

government agencies in Colorado trust Tyler

At Tyler, we are working to connect state, city, county, and regional government services within a healthy digital infrastructure. Connecting data, processes, and people makes communities safer, smarter, and more responsive to the needs of residents. See how agencies across Colorado work with Tyler to support their mission-critical programs.



PERMITTING & LICENSING EXPERTISE

A tailored, intuitive user experience, Enterprise Permitting & Licensing delivers unique capabilities designed exclusively for city and county governments, so you can easily manage the often-complex workflow of permit issuance and regulatory approval. The enterprise system guarantees a unified source of truth, with all components sharing a common foundation, in both the back-office and public-facing applications, eliminating inefficiencies and duplicative workflow tasks. Our core solutions include comprehensive solutions for community development, business management, and environmental health. The solution is trusted by over 750 agencies across the US and Canada.

DRIVING VALUE

In addition to our proven technologies, highly experienced team of professionals, and foresight and strength of the Tyler family of companies, we have significant experience migrating from incumbent providers to the Enterprise Permitting & Licensing solution, experience that includes smoothly migrating from the County's current provider to our suite of solutions. We have developed and implemented tried-and-true processes for mapping workflows and data from a legacy provider to the state-of-the-art Enterprise Permitting & Licensing. We are confident that

our proposed implementation approach will illustrate our in-depth level of understanding.

CONTRACT VEHICLE

As a result of a competitive bid process with the Colorado Statewide Internet Portal Authority (SIPA) in December 2022, a contract is now in place that allows all Colorado public bodies, including state agencies, localities, schools, colleges and universities to negotiate, administer, and contract with Tyler to develop, install, and maintain resident-facing websites, applications and online payment processing services. For Huerfano County, that enables simplicity in contracting for services with Tyler where a Statement of Work (SOW) can be drafted and executed for work to begin on this opportunity.

ENGAGEMENT AND PROJECT OVERVIEW

Including planning, permitting, licensing, inspections, code enforcement, and compliance, Enterprise Permitting & Licensing delivers industry-leading technology in one centralized cloud platform - allowing you to automate, connect, and streamline your critical government processes.

Tyler's software offers a tailored user experience, with unique capabilities designed exclusively for city and county governments. Its autonomous nature delivers a single source of truth — a common foundation eliminates inefficiencies and duplicative workflow tasks. Our core solutions offer comprehensive regulatory and compliance management for community development and business management.

Enterprise Community Development:

Revolutionize your permitting process, increase efficiencies, and reduce errors and paper usage with Tyler. By fostering collaboration across departments, reviews and inspections are expedited. Automation manages the often-complex workflow of regulatory approval and permit issuance, utilizing intelligent tools for project requirement verifications, including contractor license checks and review/inspection assignments. Dedicated mobile apps enable secure on-the-go workflow, while electronic plan reviews support digital plans intake, online processing, and transparent communication of results to constituents.

Enterprise Business Management (Optional):

Accelerate and automate licensing processes with Tyler. Simplifying your workflow facilitates efficient inspections and reviews for new applications and renewals. Automated notifications keep license holders informed of renewal and application statuses, enhancing the customer experience. A centralized business record provides visibility into current and past records, violations, fees, and other regulatory details. Plus, organizations will benefit from advanced fee

configuration and calculations to efficiently manage and collect all associated license and tax fees.

Tyler's organizational approach to the County's project will include an implementation team comprised of highly experienced managers and technologists who will ensure that the County's vision and requirements are clearly defined and realized in the deployed Tyler solution. The implementation team will be supported by the expansive resources available from Tyler's many product line organizations, such as the Payment Platform, and other operational units.



The Tyler permitting & licensing ecosystem offers a true enterprise solution for local governments. It aggregates data across departments and breaks down silos in your processes so users can easily access data and collaborate within your jurisdiction. It is your solution for all community development and regulatory needs serving development services, permitting, licensing, code enforcement, inspections, and ongoing compliance processes.

PROJECT APPROACH

Tyler looks forward to working collaboratively with Heurfano County to review and refine the strategy and plan as needed upon project initiation and develop a mutually agreed upon timeline that is satisfactory to both parties. This is accomplished by the County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is

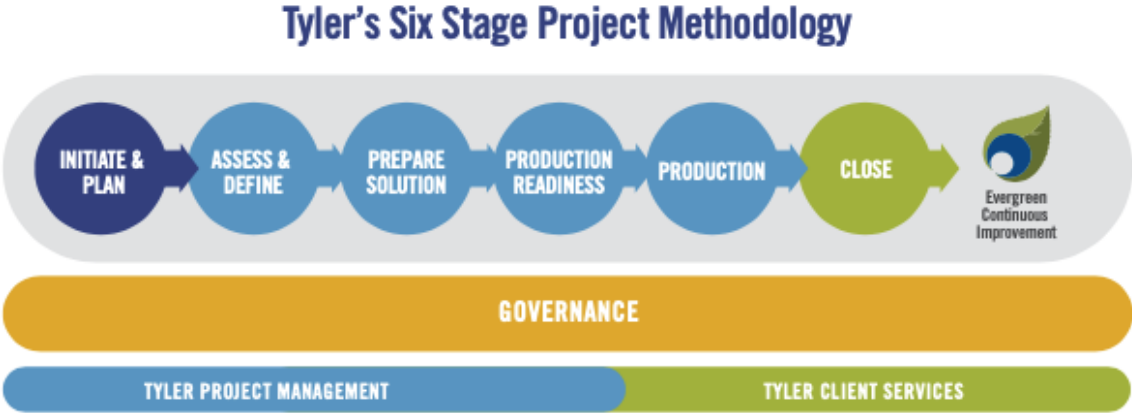
Proven, Installed Solution

Client Spotlight:

Horrey County, SC's GIS-centric activities drive efficiency where planning and development hinge on location-based data enabled by Tyler software. Transitioning all lines of business applications to be GIS-centric ensures real-time, trusted data sources, streamlining processes such as issuing building permits, which now takes on average just 24 hours from the recording of the deed.

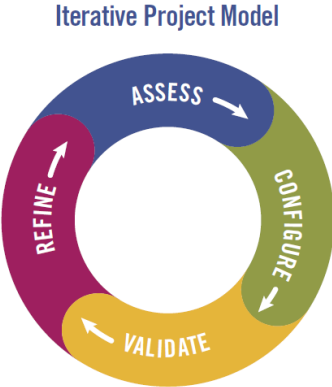
comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the County’s complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the County and Tyler Project teams will work collaboratively to complete tasks. An underlying principle of Tyler’s Implementation process is to employ an iterative model where the County’s business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to overlap by nature to complete the Project efficiently and effectively.

PRICING

Tyler presents all aspects of the proposed solution to Huerfano County for the professional services required to implement an Enterprise Permitting & Licensing Solution. The final scope of services will be agreed to as part of Statement of Work (SOW) drafting and negotiations.

Professional Services (One Time Fee)	One-Time Fees
Configuration Training Remote (40 hours)	\$8,400
Data Conversion Services (112 hours)	\$29,400
End User Training – Onsite (40 hours)	\$9,450
Integration Services for API/SDK Support (60 hours)	\$15,750
Professional Implementation Services - Onsite (80 hours)	\$18,900
Professional Implementation Services - Remote (186 hours)	\$39,060
Project Management Services – Remote (98 hours)	\$20,580
Solutions Orientation Training – Remote (40 hours)	\$8,400
Total Professional Services	\$ 149,940 / One-time Fee

Subscription and Licensing (Annual SaaS Fee)	Annual SaaS Fee
Enterprise Permitting & Licensing User (5 Users)	\$12,689
Enterprise Permitting & Licensing Foundation	\$8,827
Community Development Suite	\$6,620
Total Subscription and Licensing	\$ 28,137 / Annual SaaS Fee

* Annual Subscription and Licensing fee subject up to 6% increase at the start of each calendar year.

OPTIONAL Subscription and Licensing (Annual SaaS Fee)	Annual SaaS Fee
Business Management Suite	\$4,965
eReviews	\$8,827
Decision Engine	\$5,517
Total Subscription and Licensing	\$ 19,310 / Annual SaaS Fee

HARDWARE

No hardware is necessary for this proposal.

MAINTENANCE AND SUPPORT

Tyler takes great pride in the customer-centric approach we provide to Huerfano County and its residents. For this opportunity, all maintenance and support will be included in the annual SaaS price defined in the table above.

Ongoing Support	Month Price
<ul style="list-style-type: none"> • Operations and Support Services • Customer Service • Production Bug Fixes • Deployment Oversight • Software Releases • Patch Management • Backup and Restore Technology Process • Configuration Management • Archiving Data • Security Vulnerability Testing / Scanning and Results / Review 	Included

NEXT STEPS

Tyler Technologies encourages the County to ask questions on this project as documented to thoroughly understand the proposed solution. Upon agreement to move forward, the County is comfortable moving forward, Tyler Technologies will work with SIPA to craft a Statement of Work (SOW) for review and execution.

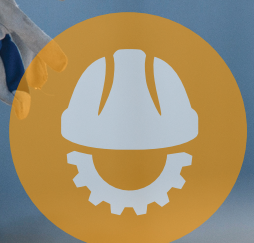
CONTACT INFORMATION

Tiff Hagan, Director of Growth, Tyler Technologies
 Kellen MacFadyen, CSAT and Outreach, Tyler Colorado
 Drew Levanway, Account Director, Tyler Colorado

CONTRACT INFORMATION

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 Denver, CO 80209

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Enterprise Permitting & Licensing Software

Community development, business management, and environmental health software purpose-built for government

Boost Growth and Foster a Thriving Community with Enterprise Software

From planning, permitting, and licensing to inspections, code enforcement, and compliance, Enterprise Permitting & Licensing delivers industry-leading technology in **one centralized cloud-native platform**, allowing you to automate, connect, and streamline your critical government processes.

This enterprise platform increases efficiency and communication, maximizing productivity and departmental collaboration and workflows. Dedicated mobile apps extend automation to the field, allowing your employees to perform their jobs more proficiently and successfully. A convenient and intuitive web portal extends and simplifies even the most complex permitting processes online and provides services to your customers and the public anytime, anywhere.

When you use technology that enables your agency and the public to have a seamless experience, with access to a single source of truth, your community will thrive. Utilized by over 750 agencies across the United States and Canada, Tyler's Enterprise Permitting & Licensing is a trusted partner of local governments built on decades of dedicated industry focus and investment.



The Tyler permitting & licensing ecosystem offers a true enterprise solution for local governments. It aggregates data across departments and breaks down silos in your processes so users can easily access data and collaborate within your jurisdiction. It is your solution for all community development and regulatory needs serving development services, permitting, licensing, code enforcement, inspections and ongoing compliance processes.

“Having a single-source-of-truth platform is a game changer for our town’s permitting capabilities. Applications for construction to health permits are now visible, as everything is in one system. Inspectors can view and collaborate on all permits.”

— Pamela Clark, Business Systems Specialist, Prosper, Texas

Purpose-Built for Seamless Government Operations

Tyler's software offers a tailored user experience, with unique capabilities designed exclusively for city and county governments. Its autonomous nature delivers a single source of truth — a common foundation eliminates inefficiencies and duplicative workflow tasks. Our core solutions offer comprehensive regulatory and compliance management for community development, business management, and environmental health.

Enterprise Community Development



Land-Use Planning | Permitting and Inspections | Electronic Plan Review | Code Enforcement

Revolutionize your permitting process, increase efficiencies, and reduce errors and paper usage with Tyler. By fostering collaboration across departments, reviews and inspections are expedited. Automation manages the often complex workflow of regulatory approval and permit issuance, utilizing intelligent tools for project requirement verifications, including contractor license checks and review/inspection assignments. Dedicated mobile apps enable secure on-the-go workflow, while electronic plan reviews support digital plans intake, online processing, and transparent result communication to constituents.

Enterprise Business Management



Business & Professional Licensing | Code Enforcement & Compliance | Fee Collection

Accelerate and automate licensing processes with Tyler. Simplifying your workflow facilitates efficient inspections and reviews for new applications and renewals. Automated notifications keep license holders informed of renewal and application statuses, enhancing the customer experience. A centralized business record provides visibility into current and past records, violations, fees, and other regulatory details. Plus, you will benefit from advanced fee configuration and calculations to efficiently manage and collect all associated license and tax fees.

Enterprise Environmental Health



Operational Permits & Licenses | Inspection Management | Code Compliance & Enforcement

Simplify the oversight of your community health programs with Tyler. Efficiently manage workflows, application reviews, operational permit compliance requirements and renewals, and recurring inspections. A centralized business record shows key contacts, associated records, and outstanding violations. Tailor inspection forms and scoring to your requirements and empower inspectors with our dedicated mobile app for on-the-go functionality. Business owners get 24/7 access to license and permit applications, inspection results, and can pay fees online. Plus, the public can access inspection results at any time.



Client Spotlight: Horry County, SC

GIS-centric activities drive efficiency in Horry County, where planning and development hinge on location-based data enabled by Tyler software. Transitioning all line of business applications to be GIS-centric ensures real-time, trusted data sources, streamlining processes such as issuing building permits, which now takes on average just 24 hours from the recording of the deed.

In the dynamic landscape of electronic plan review, where numerous individuals are involved in simultaneous reviews, Tyler's emphasis on clarity becomes indispensable, ensuring that no crucial task is overlooked in the collaborative process.

Implement Modern Workflows

Virtual Workflow and Automation

With Enterprise Permitting & Licensing, your agency can break down silos, remove extra steps and redundancy, and address bottlenecks for increased productivity around permitting, licensing, zoning, regulatory management, inspections, and code enforcement.

- Visual workflows provide clarity to staff, managers, and applicants, efficiently tracking tasks and SLAs.
- Intelligent workflows automatically record activity, like inspection completion, granting immediate access to results.
- Intuitive workflows include GIS, application, and workload data, adding extra steps for additional reviews and processes.
- End-to-end project transparency delivers seamless collaboration between all stakeholders.

GIS-Built Solution

The core of our permitting and licensing solution is built on GIS, utilizing Esri® services as the sole authoritative source for everything you do at a location level – whether it's an address or a parcel, a point, line, and polygon or a predefined GIS feature. Our integration is bidirectional with real-time data updates.

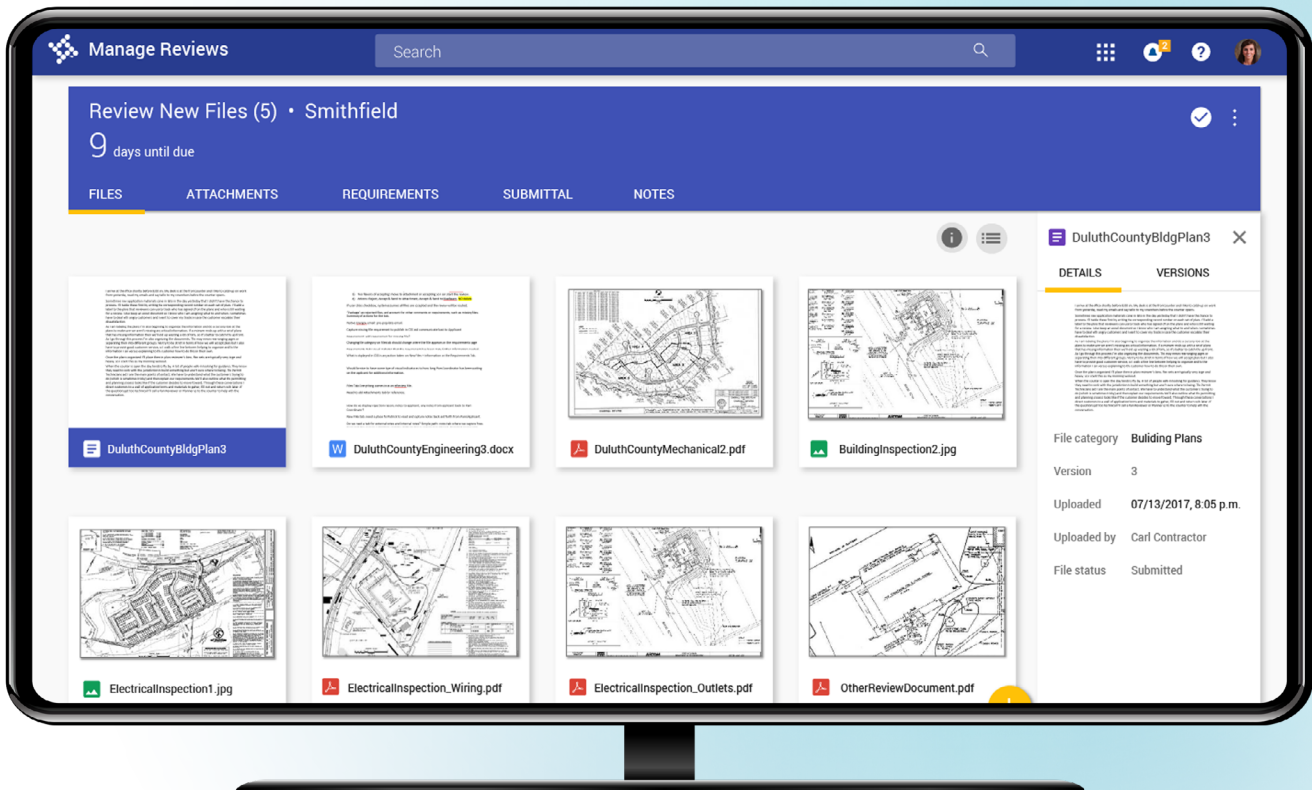
GIS-intelligence is natively infused into all processes. Trends, relationships, and patterns visually emerge from multiple sources of spatial information, allowing for better planning, forecasting, and decision making. The data helps improve accuracy and enhance communication among agency partners. You can also automate workflow processes, assignment notifications, fee calculations, and business rules. Using GIS mapping, field workers and back-office staff can plan the most efficient route for inspectors to accomplish their daily goals.

Tyler is a pioneering GIS-based permitting technology provider, a two-time Esri Partner of the Year, and a recognized innovator in public-sector software and GIS.

Electronic Plan Review

Administer your agency's plan review and submittal process within a paperless, browser-based environment with Tyler's electronic plan review software (eReviews). Purpose-built and native to our system, eReviews allows you to easily digitize your plan review process and provide clear task lists that guide both staff and applicants seamlessly through each step. Our user-friendly interface not only routes and distributes reviews and tasks but also manages the turnaround services levels and highlights overdue and upcoming deadlines. This transparency is invaluable for managers overseeing their teams, allowing for efficient reassignment of work when necessary.

Because electronic plan review activities are seamlessly built into the workflow, you have access to important metrics that track your SLAs, so you can understand the full submittal timeline story. Constituents and government agencies alike can see when the application was submitted, when and where it was routed, how long reviews took, and how many versions were required. In addition, our software integrates with electronic markup tools and the process is seamlessly built into the workflow, so you do not have to manage separate submittal workflows.



eReviews provides digital markups and approval stamps; analysis of files with version overlay comparisons, calibration, scaling, and snap functions for measurements; version control and a comprehensive audit trail; plan archival for agency and emergency retrieval and much more.

Engage the Public and Improve Satisfaction with Extended Services

Civic Access Web Portal

Modernize your community development process by providing comprehensive online services that can manage even the most complex permit processes. Our purpose-built, online portal was developed hand-in-hand with feedback from contractors, business owners, and agency staff, so you can deliver an online experience as customer-friendly and intuitive as a visit to your office. Online tools ensure you maintain effective communication with residents and contractors while eliminating the need for a phone call or office visit. Residents and contractors can search for an address or parcel, submit an application, request an inspection, pay invoices, and more 24/7/365.

The Civic Access portal enables efficient online project management for business owners and contractors, offering full transparency into the review process. It provides actionable intelligence in real-time, keeping users informed of their progress and notifying them of necessary actions.



“One of our biggest wins was implementing Tyler’s Decision Engine. It walks citizens through the process of selecting the correct application type. Previously, citizens were regularly applying for the wrong application, which added extra time to the process for staff and themselves. Very quickly, we saw a 75% decrease in the wrong application types, improving turnaround time and customer satisfaction.”

— Jessica Crone, Management Analyst, City of Rancho Cordova, CA

Decision Engine Application Guidance

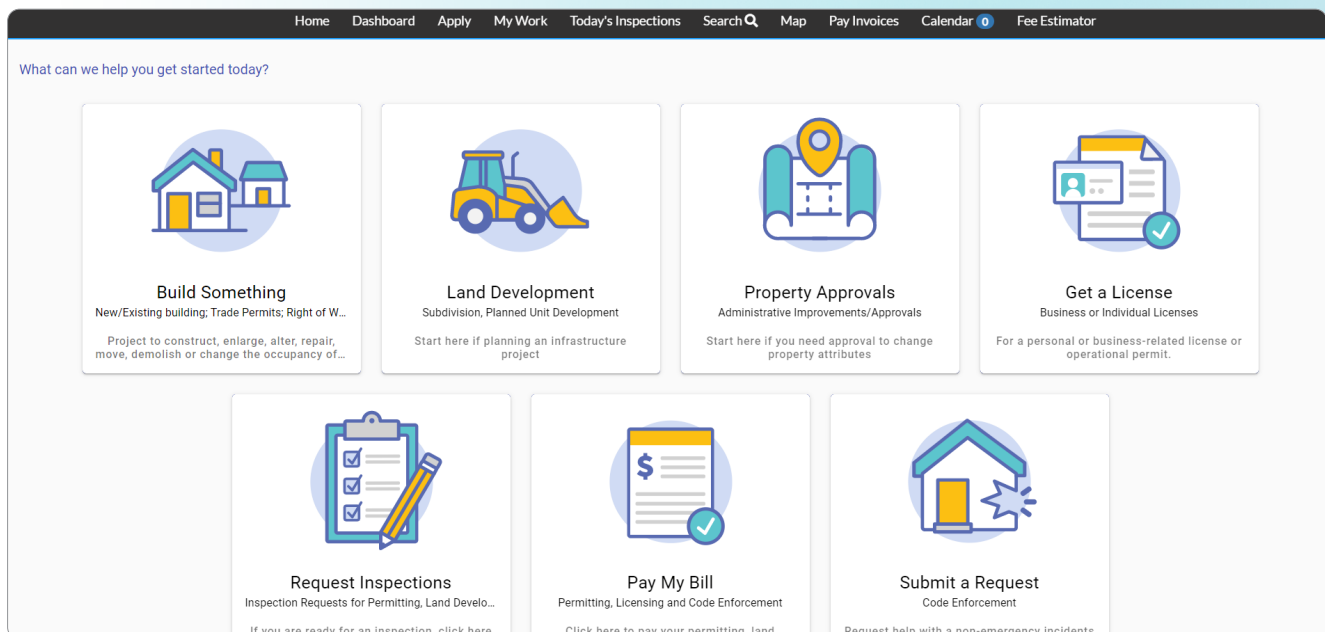
Elevate confidence in submissions with Decision Engine, our intuitive, easy-to-navigate online permit guide. A comprehensive permitting and licensing wizard for local governments, it helps citizens and contractors navigate local ordinances and regulations, ensuring that the correct information is submitted. Liberate staff from the burden of managing incorrect submissions, so they can focus on more impactful tasks.

Virtual Sessions

Remotely engage with your customers with Virtual Sessions, a fully integrated virtual meeting software that allows your agency's staff to utilize screen sharing, video conferencing, and chat capabilities rather than depending on in-person meetings or email. Use Virtual Sessions to perform remote inspections via video, provide application assistance or completeness checks, and discuss plan review results.

My Civic App and 311 Alerts

Connect government with residents, visitors, and business owners with My Civic, Tyler's comprehensive, customizable mobile app platform. Through a single, public-facing app, you can promote civic engagement and enhance your community's quality of life. Plus, your residents can access all the services, resources, and information you have to offer, enabling them to play a more active role in the area they call home.



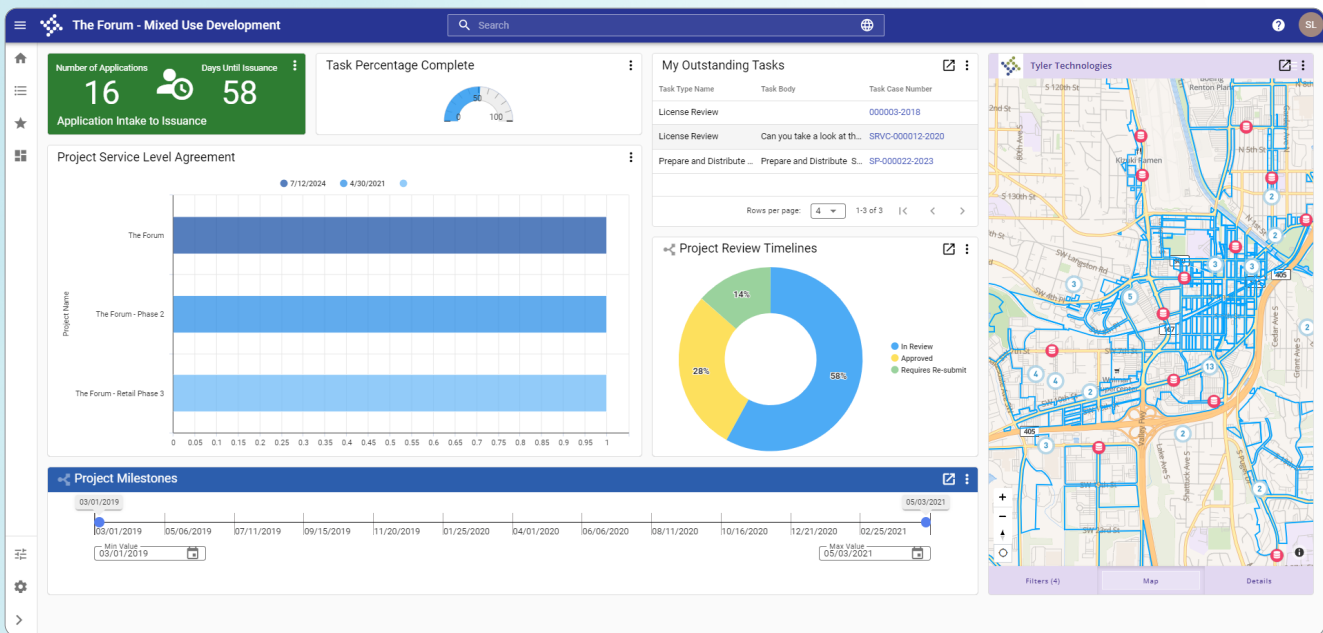
With Decision Engine, through a simple interface, applicants can navigate through thousands of lines of ordinance in minutes to arrive at the appropriate permitting or licensing task, whether it's applying, renewing, paying, requesting a meeting or inspection, or just providing more information.

Tyler's advanced data and insights tools enable secure sharing of analyses, visualizations, and performance metrics across various departments and programs via a unified interface.

Be Efficient and Transparent with Actionable, Real-Time Reporting

Hub

Tyler's Hub platform is a versatile tool for building personalized dashboards tailored to your diverse user needs. Seamlessly surfacing pertinent information, it empowers users to gain insights into their workload, deadlines, and pending tasks, while offering managers a comprehensive view of team tasks, SLAs, and trends. Our user-friendly approach ensures customization without the need for advanced technical skills, allowing agencies to effortlessly shape their Hub pages to align with specific preferences and objectives. It provides click-through access to dig into details and convenient PDF and Excel capability for easy report generation.



The Hub dashboard delivers real-time, actionable data. This view provides insight into a single project – showing engineering work, utility work, building permits, land use, approvals, and licenses that may have been reviewed or issued code enforcement activity that's happened within that project boundary. You can easily track SLAs and interact with a centralized task list that you can act on.

Community Development Executive Insights

Delivering dashboards with government-specific metrics that utilize industry-recognized analytics, Community Development Executive Insights informs leaders across your agency with relevant and critical data. Real-time visualizations allow leaders to identify bottlenecks across a series of operational performance indicators, make informed decisions, and drive action through internal collaboration.

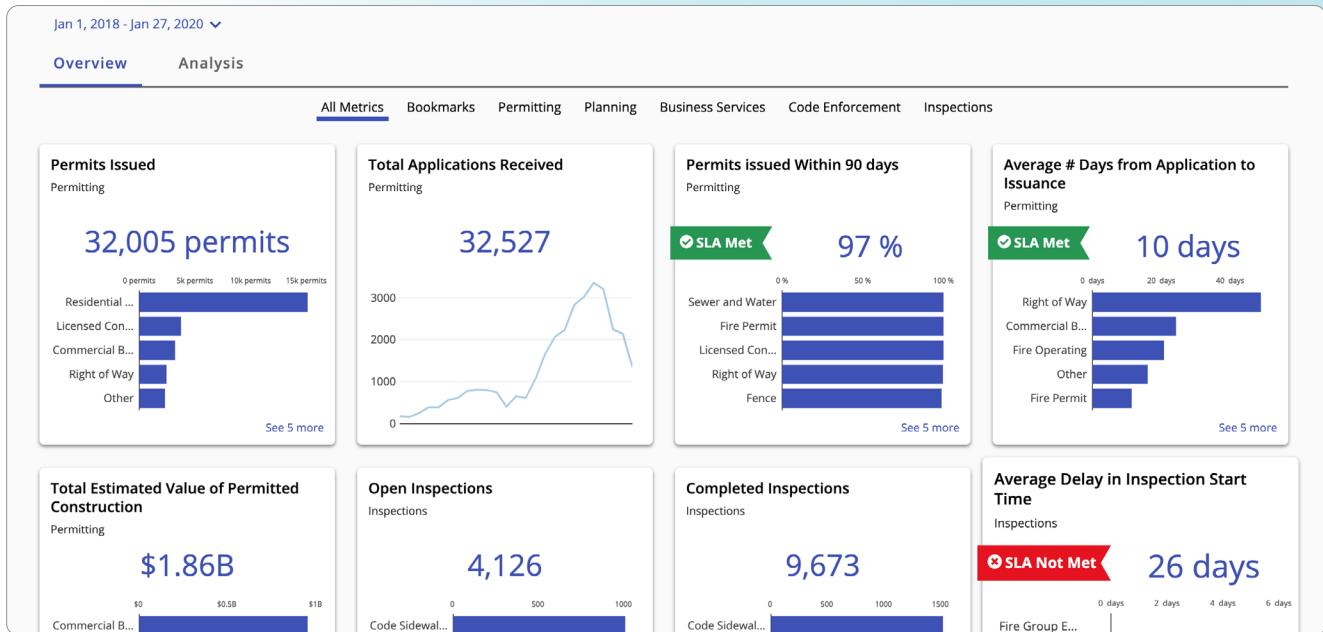
Citizen Connect

Transforming data into a visual experience for the public, this map-centric portal delivers a geospatial perspective on Enterprise Permitting & Licensing data. Offering trend analysis and personalized alert notifications, the capabilities go beyond individual cases, catering to the unique interests of each constituent. Delivered through a visually-striking, interactive, and context-aware interface, this platform adheres to 508 compliance and embraces modern data consumption principles.



Client Spotlight: Onslow County, NC:

County administrators and department heads want the big picture when looking at data. With Executive Insights, they see how our departments are tracking on the main metrics screen without needing explanations of a complex report. Even when taking a deeper dive into the metrics, the information is displayed so that any user can understand what they are seeing. Now, we have one easy to use app that provides centralized reporting where we can pull data in real-time from all the modules across Enterprise Permitting & Licensing.



Executive Insights: Summary View of Metrics Across Functions

Training, Support, and Community

Choosing a Tyler product unlocks a wealth of resources for you. As we continuously innovate and enhance our software, our clients evolve and innovate with us. With access to the Tyler Community, you can connect and learn from peers throughout North America. Share your ideas for product innovation, inquire about industry trends from other agencies, and discover optimal ways to maximize your software usage. Participate in regional User Groups, attend Tyler's annual user conference, Connect, and benefit from tailored programs that provide training, continuous configuration support, and strategic planning to ensure you make the most of your investment.

Work Securely On the Go

Enhance inspection capabilities and field-office connectivity with mobile apps for Enterprise Permitting & Licensing. User-friendly design and store-and-forward tech streamline data access and capture during inspections. Communicate, upload images, and send notes from the field. Mobile efficiencies streamline office tasks, reducing drive time, speeding up inspections, and cutting costs. Work offline; data syncs once connectivity is restored.

Code Enforcement Mobile

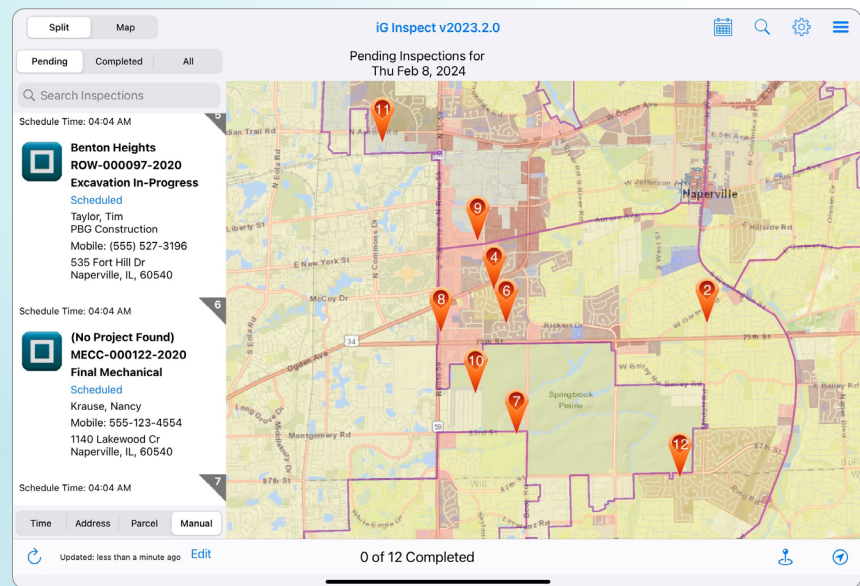
Complete enforcement tasks in real time, streamlining the process and enabling staff to create and manage cases.

Inspections Mobile

Quickly and easily manage daily inspection, from research and review to recorded comments, digital signatures, and printing.

Environmental Health Mobile

See history of the establishment and previous violations while documenting all current violation details and capturing associated photographs.



Empower government workers to manage cases, code enforcement, and inspections in the field with mobile apps for Enterprise Permitting & Licensing.

Why Tyler?

Thanks to our singular focus, subject-matter expertise, and best-in-class products, Tyler helps the public sector connect agencies, jurisdictions, and residents to create a digital foundation required to make a real, positive impact on the lives of the people you serve.

Purpose-Build for the Public Sector

With over 30 years in the public sector, 13,000+ agencies using Tyler solutions, and 45% of our 7,200 team members with public sector experience, we understand the challenges your government faces every day. Tyler stands out with the industry's largest client base and an unparalleled focus and investment in permitting and licensing products.

Seamless Client Experience

Tyler is unique in that we design, develop, implement, and support our software solutions in-house. We serve as your single vendor and partner from project initiation to ongoing support, mitigating risks associated with third-party outsourcing. Our integrated teams prioritize quality, easy configuration, and exceeding industry standards.

Investment in Innovation

Tyler invests millions of dollars annually to develop innovative software solutions tailored for your users, community, and business processes. Our passion lies in utilizing cutting-edge technology to address your agency's most pressing challenges, whether through AI adoption or virtual inspection tools. Tyler is at the forefront of integrating the latest technological innovations to meet your requirements.

Connected Communities Vision

Tyler's ecosystem facilitates data-sharing and streamlined workflows across departments, agencies, and jurisdictions while seamlessly connecting residents to their governments. Our technology connects communities together, so agencies can work as one across bureaucratic and geographical boundaries. Our public-facing solutions provide a singular login experience, providing an optimal experience for your constituents to complete all business transactions in one place.

13K

client
locations

40K

product
installations

98%

client
retention rate

7

years on Government
Technology's
"GovTech 100" list

About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) provides integrated software and technology services to the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate efficiently and transparently with residents and each other.

By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights into opportunities and solutions for their communities. Tyler has more than 40,000 successful installations across nearly 13,000 locations, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

Tyler has been recognized numerous times for growth and innovation, including Government Technology's GovTech 100 list. More information about Tyler Technologies, an S&P 500 company headquartered in Plano, Texas, can be found at tylertech.com.

info@tylertech.com | 1.800.772.2260 | tylertech.com



Empowering people who serve the public



ENTERPRISE PERMITTING & LICENSING

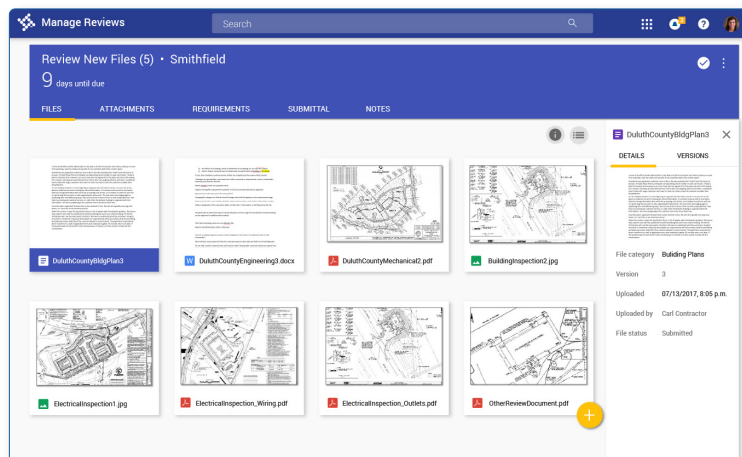
eReviews

POWERFUL ELECTRONIC PLAN REVIEW AUTOMATION

Tyler's Enterprise Permitting & Licensing (powered by EnerGov™) eReviews extension adds a unique and powerful dimension to the Enterprise Permitting & Licensing platform. This technology allows your agency's plan review and submittal process to be managed within a browser-based, paperless environment and easily interfaces with Enterprise Permitting & Licensing's Community Development and Business Management applications. Users also enjoy collaborative interaction with constituents through seamless integration with Enterprise Permitting & Licensing's Civic Access portal. More importantly, eReviews allows agencies to link the digital review process to GIS (based on Esri® ArcGIS technology) to allow for geospatial viewing, interaction, and reporting. Enterprise Permitting & Licensing's eReviews is your answer to a more effective review process.

SYSTEM FEATURES

- Paperless plan submission process
- Powerful and seamless workflow collaboration within the Enterprise Permitting & Licensing regulatory process
- Digital markups and approval stamps
- Analysis of files with version overlay comparisons
- Calibration, scaling, and snap functions for measurements
- Version control and a comprehensive audit trail
- "Approved" plans published for field inspector access
- Plans archived for agency and emergency retrieval
- Departmental permission and much more



Paperless Plan Review



Enterprise Business Management

powered by EnerGov™

Enterprise Business Management, an application within the Permitting & Licensing suite, helps your community to grow by expediting and automating the administration of licensing and regulatory review, approval, issuance, renewal, revenue collection, investigation, or enforcement processes. Departments or agencies that may benefit include business licensing, professional and occupational licensing, alcohol control, revenue collection, business tax, regulated services, environmental control, fire and industrial compliance, and more. Enterprise Permitting & Licensing has the power to deliver the functionality you need by coalescing all regulatory agencies involved.

IMPROVE EFFICIENCIES AND MANAGE CENTRALLY

The application's Enterprise Server framework includes Enterprise Contacts Manager, which was specifically designed to serve as a single point of entry for all regulatory business modules, details, actions, and events. From management of regulatory compliance cases to tracking constituent requests and renewing or applying for a license, Enterprise Permitting & Licensing simplifies the process.

FLEXIBLE APPROACH TO REGULATORY WORKFLOW MANAGEMENT

Tyler's Enterprise Business Management application enhances your operation with unparalleled flexibility by automating your organization's comprehensive licensing and regulatory requirements. Superior configurability options allow government agencies to determine the appropriate licenses and cases to track, as well as identify associated details related to the agency's specific regulatory requirements. Even the most complex workflow cycles are no challenge!

APPLICATION FUNCTIONALITY INCLUDES:

- Regulatory review
- Business management
- Professional license management
- Inspections & investigation
- Request management
- Enforcement case management

Automate and synchronize services, increase flexibility and communication, and connect your regulatory partners at an unprecedented level with Tyler Technologies' industry-leading business management modules within Enterprise Permitting & Licensing.

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For more information visit tylertech.com

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INVESTIGATIVE AND ENFORCEMENT PROCESSES AUTOMATED

The collection of modules within the Enterprise Business Management application allow you to automate your investigation and enforcement processes, resource allocations, and regulatory review routing to centrally connect and simplify operations. Your agency can expect to increase efficiency while recognizing a significant ROI.

CONNECT DISPARATE DEPARTMENTS, AGENCIES, AND CITIZENS

Tyler's Enterprise Business Management application empowers agencies to better connect departments, external agencies, processes, commercial entities, citizens, and services. A central database helps foster increased collaboration, communication, and efficiency to make a positive impact on your bottom line.

ENTERPRISE PERMITTING & LICENSING

Decision Engine



SIMPLIFY COMPLEX PROCESSES

Shield constituents and developers from often complex and intimidating local ordinances



GUIDE APPLICANTS

Navigate constituents through the development entitlement, permitting, and licensing application and approval processes



SAVE STAFF RESOURCES

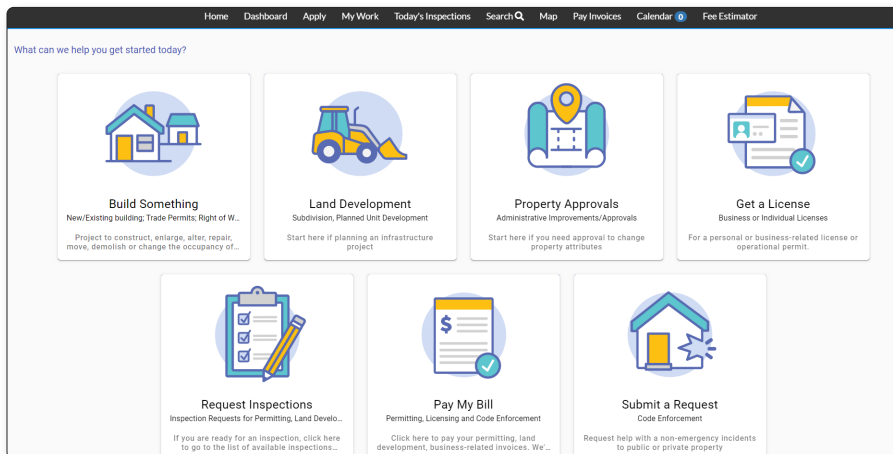
Reduce the time staff spends answering applicant questions and correcting incomplete or inaccurate applications

While local ordinances and regulations are essential to protect the well-being of your community, they can make permitting and licensing a challenge for constituents. **Decision Engine is a digital permit guide** that seamlessly integrates with Tyler's Enterprise Permitting & Licensing software to navigate applicants through the seemingly complex development entitlement, permitting, and licensing application and approval processes — shielding them from the complexity.

Through a simple interface, **applicants can navigate through thousands of lines of ordinance in minutes to arrive at the appropriate permitting or licensing task**, whether it's applying, renewing, paying, requesting a meeting or inspection, or just providing more information.

KEY FEATURES

- Captures your community's unique ordinances and regulations
- Leverages existing sites and portals, routing applicants to all needed info for a work type
- Uses intuitive card selections that dynamically branch to the appropriate outcome
- Navigates users between application types in community development, licensing, tax, or code enforcement requests
- Offers a custom page builder to help you guide applicants through more complex processes



By **empowering your constituents** to accurately apply for and complete permitting and licensing tasks without relying on your agency, your staff can spend less time answering questions and fixing incomplete or error-ridden applications.

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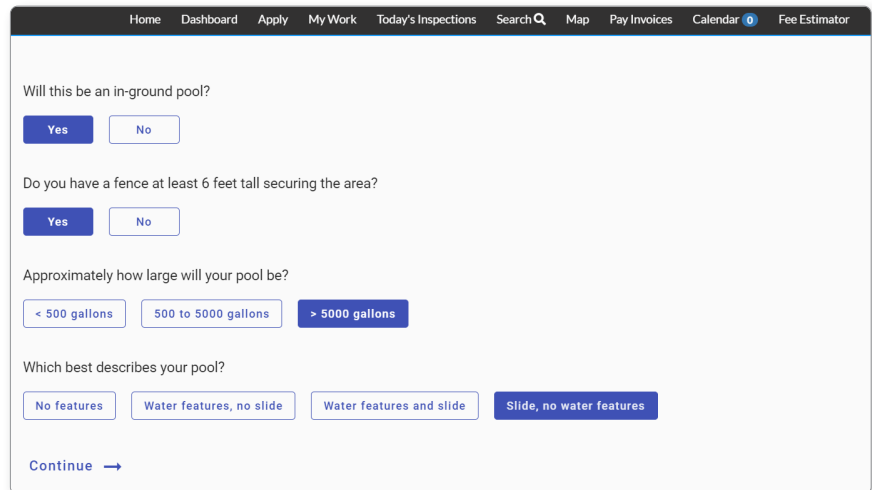
SIMPLE, FLEXIBLE ADMINISTRATION

Decision Engine is easily configurable, allowing for flexibility to **represent the unique ordinance of your community**. Administration is designed to mirror the public user experience with straightforward configuration and the ability to adjust based on feedback. Once you design your flow, configuring it into Decision Engine is simple, and so is reordering it if needed.

If you already have sites and portals to relay information to and conduct business with constituents, those can be integrated into your Decision Engine flow as well. Or, if you need help creating a site/portal with all the appropriate information, Decision Engine has a custom page builder within the solution that can guide applicants to any additional information they need for more complex processes.

INTUITIVE NAVIGATION

Decision Engine uses intuitive cards that branch appropriately so that the user can navigate through the complexity of decisions and questions without even knowing the depth of the detail they're answering. You can navigate them through the same questions you ask when they come into your offices, and based on their responses, the solution will **dynamically adjust to fit the appropriate outcome**.



Home Dashboard Apply My Work Today's Inspections Search Map Pay Invoices Calendar Fee Estimator

Will this be an in-ground pool?

Do you have a fence at least 6 feet tall securing the area?

Approximately how large will your pool be?

Which best describes your pool?

[Continue →](#)

SEAMLESS INTEGRATION

Seamlessly integrating with Enterprise Permitting & Licensing's Civic Access portal, you can navigate users between different application types in community development, licensing, and tax, or to initiate a code enforcement request. You can also guide your customer to pay bills, request inspections, submit files, or initiate a pre-application meeting through the Civic Access integration.



Engagement Builder

powered by AccessGov

A ROBUST SELF-SERVICE DIGITAL GOVERNMENT APPLICATION

Engagement Builder (powered by AccessGov) is an end-to-end digital government solution designed to take the guesswork out of modernizing the user experience. Government agencies can quickly develop new online forms, services, and applications using no-code drag-and-drop modules. Staff can access and manage data from an intuitive administrative dashboard, creating streamlined and improved user journeys without straining IT resources. Designed for flexibility, Engagement Builder can function as a stand-alone solution to put new services online or integrate with other applications using our secure API.

TYLER'S ENGAGEMENT BUILDER SOLUTION IS TRUSTED BY GOVERNMENT AGENCIES ACROSS THE COUNTRY, INCLUDING:

- State of Maryland, Governor's Appointments: Board and Commissions
- State of Indiana: FOIA requests
- Montana Local Government: Missoula County Online Title Work
- 11 Colorado State Agencies and Counties: DORA Division of Insurance Implementation and CDA Pesticides Pilot Program

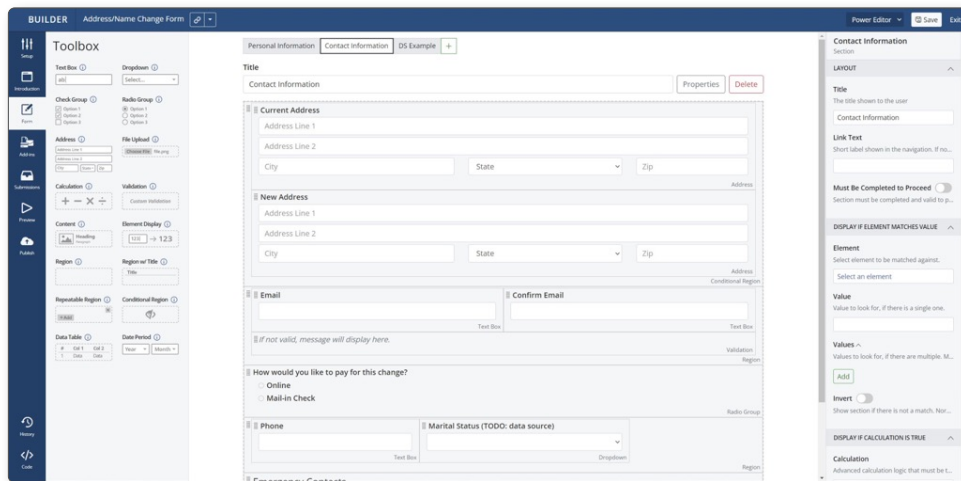
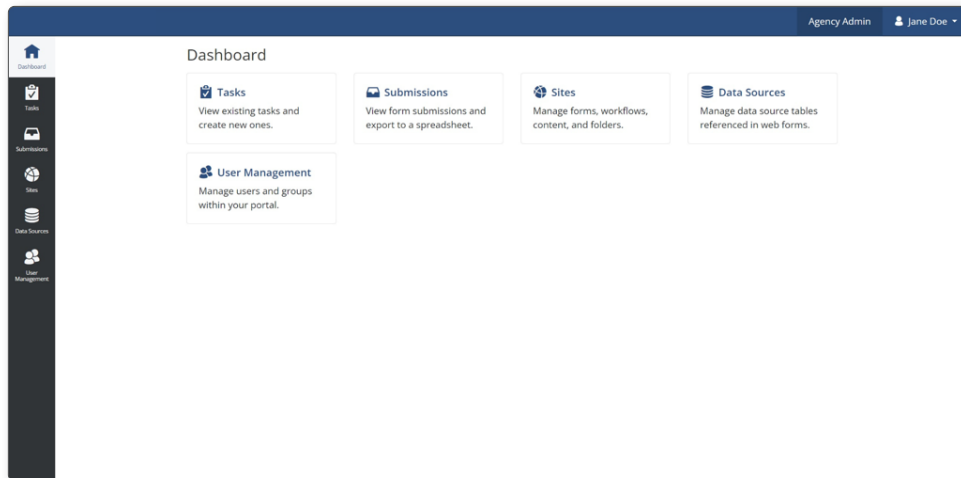
BENEFITS

- Eliminate outdated paper processes with modernized, digital forms
- Create robust, end-to-end applications and services — no coding required
- Manage digital content and access data quickly and easily
- Streamline workflows and create efficiency for agencies
- Improve the user experience with guided search, forms directory, and natural language search

...continued on back

KEY FEATURES:

- Easy-to-use drag-and-drop form builder modules
- User-friendly administrative dashboard
- Online digital document publishing and management
- API integration with legacy systems
- Access data through the REST API, file extract, or Perceptive Content integration
- Add secure, online payments integration
- Reliable email notification



Contact us for a presentation and demonstration:
833.895.3783 | info@tylertech.com | tylertech.com

System Totals Report

Gardner Public Improvement District

Water 0045.0100 Sold This Month

165,610 Gallons

	Amount (\$)	# Of Accounts
Total Water 0045.0100	2,088.18	52
Total Sewer 0045.0200	2,212.00	72
Total Late Fee 0045.050	160.00	16
Total Adjustments		
Total Water Plant Inves	52.00	52
Total Other 3	12.00	4
Total Sewer Plant Inves	204.00	68
Total Current Charges	4,728.18	75
<hr/>		
Amount Past Due 1-30 Days	465.35	6
Amount Past Due 31-60 Days	254.99	3
Amount Past Due Over 60 Days	824.57	3
Amount Of Overpayments/Prepayments	(5,992.34)	65
Total Receivables	280.75	27

Total Receipts On Account	5,168.76	60
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)	-504.25	26
Number Of Unread (Turned On) Meters		1
Average Usage For Active Meters	3,185	52
Average Water 0045.0100 Charge For Active	40.16	52

Meters Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		0	0	0.00	0.00
40,001-50,000		0	0	0.00	0.00
30,001-40,000		0	0	0.00	0.00
20,001-30,000		0	0	0.00	0.00
10,001-20,000		3	40,970	24.74	11.28
8,001-10,000		0	0	0.00	0.00
6,001-8,000		5	32,670	19.73	11.12
4,001-6,000		8	36,850	22.25	15.48
2,001-4,000		12	37,530	22.66	21.12
1-2,000		18	17,590	10.62	30.84
Zero Usage		6	0	0.00	10.15
<hr/>					
Total Meters		52	165,610	100.00	100.00

System Totals Report

Gardner Public Improvement District

Monthly Reconciliation

Ending Receivables (Last Month)		721.33
Sales this Month	+	4,728.18
Adjustments this Month		0.00
Less Payments this Month	-	5,168.76
		<hr/>
	=	280.75
Total Receivables		280.75
Ending Deposits (Last Month)		780.00
Changes this Month		0.00
		<hr/>
	=	780.00
Total Deposits		780.00

SHERIFF'S REVENUES – 2024

JANUARY - MARCH 2024

0010.1188	JAIL BASED BEHAVIORAL HEALTH (JBBS/MAT)	xxx.xx
0010.1200	SHERIFF'S FEES	25.00
0010.1198	CRIMINAL PROCESS	145.00
0010.1199	CIVIL PROCESS	862.74
0010.8100	INMATE HOUSING	2,647.75
0010.8600	PHONE COMMISSIONS	21.66
0010.8800	CONTRACTED SERVICES	x.xx
0010.8902	MEDICAL CO-PAY	x.xx
0010.3900	REFUNDS	xx.xx
0010.8901	TRANS. VEH. REFUNDS	x.xx
0010.1201	DUI/DRUG REIMBURSEMENT	20.00
0010.8120	SAMPSON FUND	x.xx
0010.1203	SEARCH & RESCUE	x.xx
0010.1204	COMMISSARY	x.xx
0010.1206	COUNTY INMATE FEES	x.xx
0010.1207	COURT ORDERS/FORFEITURES	x.xx
TOTAL:		\$ 3,722.15

SHERIFF'S REVENUES – 2024

APRIL 2024

0010.1188	JAIL BASED BEHAVIORAL HEALTH (JBBS/MAT)	xxx.xx
0010.1200	SHERIFF'S FEES	40.00
0010.1198	CRIMINAL PROCESS	xx.xx
0010.1199	CIVIL PROCESS	373.64
0010.8100	INMATE HOUSING	2,950.35
0010.8600	PHONE COMMISSIONS	4.57
0010.8800	CONTRACTED SERVICES	x.xx
0010.8902	MEDICAL CO-PAY	x.xx
0010.3900	REFUNDS	xx.xx
0010.8901	TRANS. VEH. REFUNDS	x.xx
0010.1201	DUI/DRUG REIMBURSEMENT	265.00
0010.8120	SAMPSON FUND	x.xx
0010.1203	SEARCH & RESCUE	x.xx
0010.1204	COMMISSARY	x.xx
0010.1206	COUNTY INMATE FEES	x.xx
0010.1207	COURT ORDERS/FORFEITURES	x.xx
TOTAL:		\$ 3,633.56



MEMORANDUM

To: Boards of County Commissioners & County Staff

From: Kelly Flenniken & Katie First, CCI

Date: Monday, June 3, 2024

Subject: Development of CCI's 2025 Legislative Priorities

Each session, CCI proactively initiates member-approved legislation. CCI-initiated bills address inefficiencies, launch new programs, create new regulatory tools counties can use to address the needs of their communities, and revise existing laws to better reflect on-the-ground implementation realities. CCI members approve, on average, six to eight issues each year, which is more than any other association. Additionally, CCI works to ensure that bills do not result in unfunded mandates for counties and are properly resourced for successful implementation.

Per [CCI's Policy Statement](#):

“...initiated legislation should be realistic and closely related to the conduct of our members' responsibilities if we are to retain a high level of credibility. Local elected officials' groups, county and otherwise, as well as other interest groups should be encouraged to find sponsors for and initiate their own proposals, allowing our members and CCI to take a supportive role when the bill is introduced.”

If you would like to submit a proposal for consideration by your CCI peers, please complete this [PDF form](#) or download this [Microsoft Word version](#) and please consider reviewing [this sample form from a previous year](#). Commissioners are encouraged to confer with their county managers, administrators, attorneys, and department heads to determine what issues are the most pressing and are shared by other counties around the state. All completed legislative priority forms must have the support of the entire Board of County Commissioners (BOCC). Additionally, the lead commissioner proponent for a proposal should be continuing their service as a commissioner in 2025.

Please note, CCI staff relies heavily on the support and expertise of the proponent county for issues that ultimately receive approval as a CCI legislative priority. This can take many forms and can include relying on commissioners and staff to lead stakeholder meetings, drafting proposed statutory language, securing support among commissioner peers, meeting with and considering feedback from opponents, etc.

Meetings and deadlines are outlined below and reflect requirements according to [CCI Bylaws](#) (see Article V, Section 5 & 5 and Article XI, Section 5).

Contact Kelly Flenniken (kflenniken@ccionline.org, 970-778-1118) or Katie First (kfirst@ccionline.org, 614-774-6261) should you have any questions or require any additional information.



2025 LEGISLATIVE PRIORITIES & KEY MEETING DATES

The 2025 legislative priorities will be established by full CCI membership on **October 4, 2024**. In advance of that meeting, please note the following key dates:

- **July 12, 2024:** Proposed priorities must be submitted to CCI staff. To submit a proposal, use this form and return to Katie First (kfirst@ccionline.org). CCI encourages each BOCC to consider which proposals they would adopt and be willing to advocate for.
- **July 19, 2024** (9am – 4pm): Proposed 2025 Legislative Priorities Discussion (virtual)
- **September 13, 2024:** Deadline for additions/edits to proposed legislative priorities and policy statements to be submitted to Katie First (kfirst@ccionline.org).

CCI DISTRICT MEETINGS	
<i>Front Range:</i> Friday, August 9, 2024	<i>Mountain:</i> Thursday, August 22, 2024
<i>Western:</i> Friday, August 23, 2024	<i>Southern:</i> Friday, September 6, 2024
<i>Eastern:</i> Friday, September 13, 2024	

(These meetings are a good opportunity to share ideas, and garner support for proposed legislative priorities)

- **September 20, 2024** (9am – 4pm): Steering Committee Meetings (hybrid) to discuss proposed priorities. There will be no official votes taken. (Straw polls are available to gauge support for concepts at the request of the proponent.)
- **September 27, 2024:** Deadline to identify the designed voter during the Legislative Committee meeting . The designee **MUST** be a county commissioner. This is separate from the Steering Committee proxy. Use this form and submit to Katie First (kfirst@ccionline.org).
- **October 4, 2024** (9am – 4pm): Legislative Committee and General Membership Meeting. CCI membership will fully consider and vote on the 2025 legislative agenda and adopt 2025 Policy Statement. We will consider the collective political capital and staff resources for the 2025 legislative agenda and Non-Legislative Priority items. A 65% vote is required for adoption (one county = one vote)

Notes:

- Commissioners and staff members are invited to all meetings and may be asked to present or answer questions if available.
- Legislative Issues may be withdrawn at any time.
- Non-Legislative Priorities: CCI will work to pursue and support items as bandwidth allows. This work could include facilitating discussions, seeking rulemaking, nurturing stakeholder relationships, etc.
- To ensure full and equitable consideration of all legislative priorities, steering committee order will be randomized on 9/20/24 and 10/4/24.



TECHNICAL UPDATE

Volume 28 Number 23 | June 4, 2024

CYBERSECURITY CONTROLS: PART THREE

Cyber incidents—including data breaches, ransomware attacks, and social engineering scams—have become increasingly prevalent, impacting organizations of all sizes and industries. Such incidents have been mainly brought on by additional cyber threat vectors and growing attacker sophistication. As these incidents continue to rise in cost and frequency, counties must address their cyber exposures and bolster their digital security defenses.

CTSI presented a three-part series on essential cybersecurity controls. April focused on multifactor authentication, endpoint detection and response, and patch management. June highlighted email authentication technology, secure data backups, and incident response planning. Reviewing these risks and liabilities helps counties prevent cyber incidents and associated insurance claims from happening. It can also help secure adequate cyber coverage in the first place.

EMAIL AUTHENTICATION TECHNOLOGY/SENDER POLICY FRAMEWORK (SPF)

Many ransomware attacks start with employees receiving deceiving emails, such as those from fraudulent senders claiming to be trustworthy parties and providing malicious attachments or asking for sensitive information. It's paramount that organizations utilize email authentication technology to monitor incoming emails and determine the validity of these messages based on specific sender verification standards that organizations have in place. Organizations can choose from several different verification standards, but the most common is SPF—which focuses on verifying senders' IP addresses and domains.

Upon authenticating emails, this technology permits them to pass through organizations' IT infrastructures and into employees' inboxes. When emails can't be authenticated, they will either appear as flagged in employees' inboxes or blocked from reaching inboxes. With SPF, unauthenticated emails may even be filtered directly into employees' spam folders. Ultimately, email authentication technology can make all the difference in keeping dangerous emails out of employees' inboxes and putting a stop to cybercriminals' tactics before they can begin.

SECURE DATA BACKUPS

One of the best ways for organizations to protect their sensitive information and data from cybercriminals is by conducting frequent and secure backups. First and foremost, organizations should determine safe locations to store critical data, whether within cloud-based applications, on-site hard drives, or external data centers. From there, organizations should establish concrete schedules for backing up this information and outline data recovery procedures to ensure swift restoration amid possible cyber events.

INCIDENT RESPONSE PLANNING

Cyber incident response plans can help organizations establish protocols for detecting and containing digital threats, remaining operational, and mitigating losses in a timely manner amid cyber events. Successful incident response plans should outline potential attack scenarios, ways to identify signs of such scenarios, methods for maintaining or restoring key functions during these scenarios, and the individuals responsible for doing so.

These plans should be routinely reviewed through penetration testing and tabletop exercises, to ensure effectiveness and identify ongoing security gaps. Penetration testing refers to the simulation of attacks that target specific workplace technology or digital assets to analyze organizations' cybersecurity strengths and weaknesses. In contrast, tabletop exercises are drills that allow organizations to utilize mock scenarios to walk through and test the efficiency of their cyber incident response plans.



WHAT THIS MEANS FOR COUNTIES

CTSI recommends counties implement these essential cybersecurity controls to help manage their cyber exposures. Not only will it help safeguard and reduce digital vulnerabilities at the county level, but it will also assist in obtaining coverage with higher limits and lower premiums for CAPP. For more information, contact CTSI at (303) 861-0507.



TECHNICAL UPDATE

Volume 28 Number 23 | June 4, 2024

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TECHNICAL UPDATE

Volume 28 Number 22 | May 28, 2024

WHEN CAN A COUNTY PAY ITS VOLUNTEERS?

When creating the Fair Labor Standards Act (FLSA), Congress did not want to discourage people from volunteering for civic, charitable, or humanitarian causes. Instead, it wanted to prevent the abuse of minimum wage or overtime requirements through coercion or undue pressure upon individuals to “volunteer” their services.

DEFINITION OF VOLUNTEERS

The FLSA defines a volunteer as an individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered.

Volunteers are individuals who offer their services freely and without pressure or coercion from an employer. Private individuals are not restricted from volunteering for any type of service for public agencies.

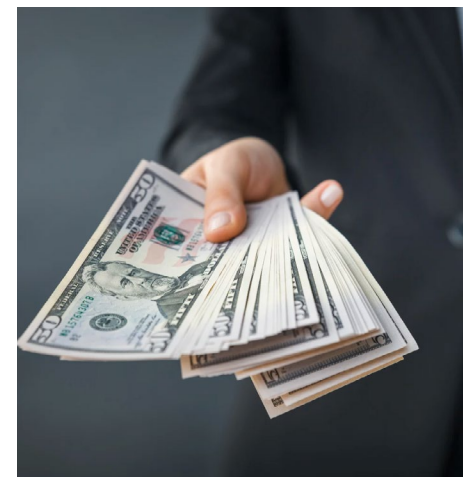
Individuals are not considered volunteers if they are employed by the same public agency to perform the same type of services as those for which they propose to volunteer. For example, a county nurse cannot volunteer nursing services for that same county.

WHEN CAN VOLUNTEERS BE PAID?

According to the FLSA (29 CFR 553.106), volunteers may be paid expenses, reasonable benefits, and/or a nominal fee for their services without losing their status as volunteers. A volunteer may receive:

- A uniform allowance or reimbursement for reasonable cleaning expenses for clothing worn while performing volunteer service.
- Reimbursement for out-of-pocket expenses incurred incidental to providing volunteer services (e.g., payment for meals, transportation expenses, etc).
- Reimbursement for tuition, transportation, and meal expenses involved in attending volunteer training classes.
- Reimbursement for books, supplies, or other materials essential to their volunteer training.
- Reasonable benefits such as inclusion in group insurance or pension plans or “length of service” awards. In Colorado, only statutory volunteers (e.g., volunteer rescue teams or groups, volunteer disaster teams, volunteer ambulance teams or groups, and volunteer search teams) are eligible for workers’ compensation coverage.
- A nominal fee from a public agency. This fee is not a substitute for compensation and must not be tied to productivity. For example, a volunteer emergency medical technician (EMT) may be paid a nominal amount on a “per call” or a monthly basis.

To determine if an individual will lose their volunteer status under the FLSA, the total amount of payments (expenses, fees, benefits) must be examined in the context of the particular situation’s economic realities.



WHAT THIS MEANS FOR COUNTIES

Colorado counties rely on volunteers to perform a range of tasks. Counties should know the rules for when a volunteer can be compensated so that a volunteer’s status does not cross over to an employee under Federal and State law. For more information, contact CTSI at (303) 861-0507.

Sponsored by:



TUESDAY, JUNE 18, 2024

FREE Business Resource Fair - Open to Community

Resource Professionals available to answer all of your questions:

What is holding you back from reaching your business goals?

- Bookkeeping/Accounting Services
- Capital/Financing
- Insurance
- Licensing/Permitting
- Legal Expertise
- Real Estate
- Human Resources/Staffing
- Social Media
- Website Development
- Marketing



**Tuesday, June 18, 2024
3 p.m. - 6 p.m.**

Spanish Peaks Library, 415 Walsen Ave., Walsenburg

For more information contact SCEDD at 719-545-8688

Huerfano County Board of Commissioners


401 Main Street

Walsenburg, CO 81089

Re: letter of resignation

Please accept this letter of resignation as a member of the Huerfano County Building Authority effective June 30, 2024. My wife and I are relocating out of state in July.

Best regards,


Bruce E. Allen



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



HUERFANO COUNTY GOVERNMENT ADMINISTRATOR’S REPORT

Date: June 11, 2024
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Report for the June 11th Regular BOCC Meeting

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

Open Positions

- Child Welfare Caseworker 1 and Foster Home Worker – Closes 06/14/2024
- Communications Officer/Dispatch – Closes 6/14/2024
- Sheriff’s Office Secretary – Closed 6/14/2024
- Deputy Officer – Open Until Filled
- Detention Officer – Open Until Filled

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

Notes to the Board

- On June 5, 2024 GMS Engineering submitted the Water Pollution Control Revolving Fund Loan Application for the County on behalf of the Gardner Public Improvement District for the Collection System project.
- On June 5, 2024 Road and Bridge Superintendent Dustin Hribar and his team began removing the Hesco bags around the Huerfano County Community Center. He expects to complete this work before the end of June.
- The first Spanish Peaks Outdoor Coalition Meeting will be held on June 13, 2024. The Spanish Peaks Outdoor Coalition (SPOC) is a new partnership designated as one of Colorado's Regional Partnership Initiatives. The partnership is in its formative stages and the goals of the partnership are to develop a regional approach to all things outdoors in the area, and to coordinate across groups and efforts in Las Animas and Huerfano Counties.
- The Huerfano County Building Authority reported that one of their members, Lynnette Bushaw, has not attended a meeting since January 18, 2024. Land Use and Building Staff will reach out to her again, if we do not hear back a request to remove her from the Board will be presented to you.

Activities

- May 29, 2024 – Met with DOLA on Energy Resilience Funding for a microgrid project involving County facilities.
- May 29, 2024 – Attended Wheelhouse Management Meeting
- May 29, 2024 – Received Updates from McKinstry on Energy Performance Contracting Project. We only have a few more items still open and anticipate substantially completing the project in June.
- May 29, 2024 – Met with a Cuchara Cabin Owner regarding addressing on Staples Lane and damage from snowplowing. I'm working with Road and Bridge to resolve the snowplowing concerns and Land Use and Building to resolve addressing issues on Staples Lane.
- May 29, 2024 – Attended Huerfano County Economic Development Inc. board meeting and ribbon cutting for new industrial Park
- May 31, 2024 – Met with Jan Vail, Ann Caffey, Mary Ball, and County Staff on the future of the Community Garden, plans for the Health Campus, and a current grant project at the Community Garden.
- June 3, 2024 – Met with DOLA and Ryan Elarton of San Isabel Electric to discuss options for microgrid feasibility and design around County facilities in Walsenburg. This would be a backup power microgrid, so our critical facilities can share backup power generation. We decided to explore US Department of Energy Technical Assistance, a no cost option.
- June 3, 2024 – Met with AdPro, McKinstry, and County Staff to begin planning a ribbon cutting for the Energy Performance Contracting Project scheduled for July 15th. SIEA is also working with us to plan the event.
- June 5, 2024 – Met with South Central Council of Governments Executive Director Brian Blasi and Housing Director Brenda Poe on the CDBG Housing Revolving Loan Fund Grant and ways the County can help SCCOG improve services. We also discussed our housing plans and ways SCCOG and the County can collaborate on housing projects.
- June 5, 2024 – Met with the State Internet Portal Authority on their GovGrants program and how we can use that program to upgrade technology to improve services the County provides to residents. We discussed a phased approach and the goal of getting the entire County onto an interconnected program.
- June 6, 2024 – Participated in Workshop with AG Weiser
- June 6, 2024 – Met with GMS on Gardner Sewer Rehabilitation project.
- June 6, 2024 – Attended Huerfano County Building Authority meeting to hear about progress to clean up the Spanish Peaks Inn. Owner Rajesh Patel met with the HCBA and discussed the struggles they have had getting the project moving as well as an incident where a

transformer was hit by the contractor. He has committed to continue working with Land Use and Building Staff to move the project along as quickly as possible.

- June 7, 2024 – Met with Tyler Technologies and SIPA to review Tyler’s AccessGov (aka Engagement Builder) Program, which allows advanced online forms and process management. This system would be helpful on CORA requests and other forms that may be inappropriate in and Land Use and Building system.
- June 7, 2024 – Met with Mindy Baumgardner from the Attorney General’s Office about grants for public safety.
- June 7, 2024 – Met with Cascade Energy, DOLA, Ryan Elarton from SIEA, and County Staff about the Department of Energy’s Microgrid Technical Assistance Program. We were advised that the microgrid program is more beneficial for larger projects and that we should look into the Clean Energy to Communities (C2C) Expert Match program. This would also be a no cost option. For more information, go to: <https://www.nrel.gov/state-local-tribal/c2c-expert-match.html>

**Huerfano County – Town of La Veta – City of Walsenburg
Joint Workshop
June 11, 2024
6:30PM**

**Lathrop State Park Visitors Center
70 Co Rd 502, Walsenburg, CO 81089
Join Via Google Meet: <https://meet.google.com/pfy-merc-xoc>**

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Discussion Topics**
 - a. Innovative Housing Opportunities Planning Project**
 - b. Parks and Recreation**
 - c. Building Inspection**
 - d. Animal Control**
 - e. Public Safety**
 - f. Communications**
- 4. Next Steps**
- 5. Adjourn**