

Gerald Cisneros, Chairman  
John Galusha, Commissioner  
Arica Andreatta, Commissioner



**Board of County Commissioners**

**PUBLIC MEETING NOTICE  
AGENDA**

**April 5, 2022**

**8:30 – COMMISSIONERS MEETING WITH STAFF**

**10:00 – PUBLIC MEETING**

- 1. PLEDGE OF ALLEGIANCE**
- 2. AGENDA APPROVAL**
- 3. CONSENT AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPOINTMENTS:**

- None

**6. LAND USE:**

- None

**7. ACTION ITEMS:**

See Action Items List

**8. CORRESPONDENCE**

**9. ATTORNEY REPORT**

**10. EXECUTIVE SESSION:**

**11. ADJOURNMENT**

**Location: 401 Main Street, Suite 309, Walsenburg, CO 81089**

**or Join Virtual Zoom Meeting**

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

Meeting ID: 825-5051-1219

11:00 am Southern Colorado Economic Development District Meeting

Location: 401 Main Street, Suite 309, Walsenburg, CO 81089

1:00 pm Pre Final Energy Audit Presentation

Location: 401 Main Street, Suite 309, Walsenburg, CO 81089

3:00 pm Asset Management Corporation Meeting

Location: 401 Main Street, Suite 309, Walsenburg, CO 81089

401 Main Street, Suite #201 Walsenburg, Co 81089

Office: 719-738-2370 Fax: 719-738-3996

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>Consent Agenda</b>       |                                                 |
|                             | April 5, 2022                                   |
| <b><u>ITEM</u></b>          | <b><u>SUBJECT</u></b>                           |
| BOCC Minutes                | March 29, 2022 Meeting                          |
| Resolution 22-016           | Susanna Bensman Appointment SP Library District |
| Resolution 22-017           | Vicki Barnhouse Appointment SP Library District |
| Resolution 22-018           | Albert Galvan Appointment SP Library District   |
| DHS Status Sheet            | Nancy Bustos Increase                           |
| Human Resource Status Sheet | Brittney Ciarlo Comp Pay-out                    |
| Human Resource Status Sheet | Conor Orr New Hire Youth Conservation           |
| Human Resource Status Sheet | Derek Guess Completed FTO                       |
| Human Resource Status Sheet | Melva Zaga Increase                             |
| Human Resource Status Sheet | Kevin Archuleta Transfer                        |
| Human Resource Status Sheet | Natalie Fisher Transfer                         |
| Human Resource Status Sheet | Sarah Pineda Resignation                        |
|                             |                                                 |
|                             |                                                 |
|                             |                                                 |

# **RESOLUTION**

**No. 22-016**

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

### **APPOINTING SUSANNA BENSMAN TO THE SPANISH PEAKS LIBRARY DISTRICT BOARD OF TRUSTEES FOR A TERM EXPIRING ON MAY 31, 2023**

WHEREAS, the Board of County Commissioners serve as the governing body of Huerfano County under the authority of the Colorado Revised Statutes; and,

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

WHEREAS, The Board of County Commissioners desires to authorize the Huerfano Spanish Peaks Library District Board of Trustees to have and exercise certain powers in furtherance of its purposes; and,

WHEREAS, Susanna Bensman has expressed interest to serve and has demonstrated her qualifications to serve on the Spanish Peaks Library District Board of Trustees for Huerfano County and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Susanna Bensman to serve as a member of the Spanish Peaks Library District Board of Trustees as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Susanna Bensman to serve as a member of the Spanish Peaks Library District Board of Trustees until May 31, 2023, and until her successor has been appointed.

INTRODUCED, READ, AND ADOPTED on this 5<sup>th</sup> day of April, 2022.



ATTEST:

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

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

BY \_\_\_\_\_  
Gerald A. Cisneros, Chairman

\_\_\_\_\_  
John Galusha, Commissioner

\_\_\_\_\_  
Arica Andreatta, Commissioner

# **RESOLUTION**

**No. 22-017**

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

### **APPOINTING VICKI BARNHOUSE TO THE SPANISH PEAKS LIBRARY DISTRICT BOARD OF TRUSTEES FOR A TERM EXPIRING ON MAY 31, 2023**

WHEREAS, the Board of County Commissioners serve as the governing body of Huerfano County under the authority of the Colorado Revised Statutes; and,

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

WHEREAS, The Board of County Commissioners desires to authorize the Huerfano Spanish Peaks Library District Board of Trustees to have and exercise certain powers in furtherance of its purposes; and,

WHEREAS, Vicki Barnhouse has expressed interest to serve and has demonstrated her qualifications to serve on the Spanish Peaks Library District Board of Trustees for Huerfano County and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Vicki Barnhouse to serve as a member of the Spanish Peaks Library District Board of Trustees as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Vicki Barnhouse to serve as a member of the Spanish Peaks Library District Board of Trustees until May 31, 2023, and until her successor has been appointed.

INTRODUCED, READ, AND ADOPTED on this 5<sup>th</sup> day of April, 2022.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
Gerald A. Cisneros, Chairman

\_\_\_\_\_  
John Galusha, Commissioner

\_\_\_\_\_  
Arica Andreatta, Commissioner

# **RESOLUTION**

**No. 22-018**

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

### **APPOINTING ALBERT GALVAN TO THE SPANISH PEAKS LIBRARY DISTRICT BOARD OF TRUSTEES FOR A TERM EXPIRING ON MAY 31, 2022**

WHEREAS, the Board of County Commissioners serve as the governing body of Huerfano County under the authority of the Colorado Revised Statutes; and,

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

WHEREAS, The Board of County Commissioners desires to authorize the Huerfano Spanish Peaks Library District Board of Trustees to have and exercise certain powers in furtherance of its purposes; and,

WHEREAS, Albert Galvan has expressed interest to serve and has demonstrated his qualifications to serve on the Spanish Peaks Library District Board of Trustees for Huerfano County and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Albert Galvan to serve as a member of the Spanish Peaks Library District Board of Trustees as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Albert Galvan to serve as a member of the Spanish Peaks Library District Board of Trustees until May 31, 2022, and until his successor has been appointed.

INTRODUCED, READ, AND ADOPTED on this 5<sup>th</sup> day of April, 2022.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_

Gerald A. Cisneros, Chairman

\_\_\_\_\_  
John Galusha, Commissioner

\_\_\_\_\_  
Arica Andreatta, Commissioner

HUERFANO COUNTY

|                                  |           |                  |
|----------------------------------|-----------|------------------|
| <b>GREEN SHEET/STATUS CHANGE</b> |           | EFFECTIVE DATE   |
|                                  |           | <b>4/1/2022</b>  |
| NAME: <b>Nancy Bustos</b>        | PAYROLL : | <b>4/15/2022</b> |

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

| CHANGE              | FROM<br>(DOES NOT APPLY TO NEW EMPLOYEE) | TO                      |
|---------------------|------------------------------------------|-------------------------|
| JOB TITLE           | <b>Accounting Clerk</b>                  | <b>Accounting Clerk</b> |
| DEPARTMENT          |                                          |                         |
| HOURS               |                                          |                         |
| ANNUAL SALARY       | <b>\$41,800.00</b>                       | <b>\$46,800.00</b>      |
| SEMI-MONTHLY SALARY |                                          |                         |
| HOURLY SALARY       |                                          |                         |
| OTHER SALARY        |                                          |                         |

**REASON FOR CHANGE**

|           |                              |                                    |
|-----------|------------------------------|------------------------------------|
| NEWHIRE   | RESIGNATION                  | LENGTH OF SERVICE INCREASE         |
| REHIRED   | RETIREMENT                   | <b>REEVALUATION OF CURRENT JOB</b> |
| PROMOTION | LAYOFF                       | INTRODUCTORY PERIOD COMPLETED      |
| DEMOTION  | ADMINISTRATIVE LEAVE PAID    | OTHER                              |
| TRANSFER  | ADMINISTRATIVE LEAVE UN-PAID |                                    |

COMMENTS, IF NECESSARY

**Per request from Carl, Nancy has taken on additional duties and this raise will be paid for with County funds.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <p>I _Sheila Hudson-Macchietto, Director certify that the above presented information has been requested by the Department Head and or Elected Official directly responsible for the employee named within. I certify that I have received all proper documentaion and that I have entered the information on the Green Sheet to reflect the change as requested.</p> <p>_____<br/>Signature of preparer</p> <p>_____<br/>Date Signed</p> | <p>Gerald A. Cisneros, Chairman</p>  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>John Galusha, Vice-Chairman</p>   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Arica Andreatta, Commissioner</p> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Date</p>                          |

Date to Finance Office:

HUERFANO COUNTY

|                                  |                              |                            |
|----------------------------------|------------------------------|----------------------------|
| <b>GREEN SHEET/STATUS CHANGE</b> |                              | EFFECTIVE DATE             |
|                                  |                              | <b>4/1/2022</b>            |
| NAME:                            | <b>Name: Brittney Ciarlo</b> | PAYROLL : <b>4/15/2022</b> |

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

| CHANGE              | FROM<br>(DOES NOT APPLY TO NEW EMPLOYEE) | TO                           |
|---------------------|------------------------------------------|------------------------------|
| JOB TITLE           | <b>Emergency Manager</b>                 | <b>Emergency Manager</b>     |
| DEPARTMENT          | <b>Emergency Mngt. Dept.</b>             | <b>Emergency Mngt. Dept.</b> |
| HOURS               |                                          |                              |
| ANNUAL SALARY       | <b>\$68,263.90</b>                       | <b>\$68,263.90</b>           |
| SEMI-MONTHLY SALARY |                                          |                              |
| HOURLY SALARY       |                                          |                              |
| OTHER SALARY        | <b>Non-Exemt</b>                         | <b>Exempt</b>                |

**REASON FOR CHANGE**

|           |                              |                               |
|-----------|------------------------------|-------------------------------|
| NEW HIRE  | RESIGNATION                  | LENGTH OF SERVICE INCREASE    |
| REHIRED   | RETIREMENT                   | REEVALUATION OF CURRENT JOB   |
| PROMOTION | LAYOFF                       | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION  | ADMINISTRATIVE LEAVE PAID    | OTHER                         |
| TRANSFER  | ADMINISTRATIVE LEAVE UN-PAID |                               |

**Comp Pay Out**

COMMENTS, IF NECESSARY

**Motion to approve comp pay out for 43.05 hours at \$32.82 hour = \$1412.91 Brittney will go from non-exempt to exempt on 4/1/2022.**

I \_\_\_\_\_ Melva Zagar \_\_\_\_\_ HR Coordinator certify that the above presented information has been requested by the Department Head and or Elected Official directly responsible for the employee named within. I certify that I have received all proper documentaion and that I have entered the information on the Green Sheet to reflect the change as requested.

\_\_\_\_ Melva Zagar \_\_\_\_ 3/31/2022 \_\_\_\_\_

\_\_\_\_ Gerald A. Cisneros, Chairman

\_\_\_\_ John Galusha, Vice-Chairman

\_\_\_\_ Arica Andreatta, Commissioner

\_\_\_\_ Date

Date to Finance Office:

HUERFANO COUNTY

|                                  |                        |                  |
|----------------------------------|------------------------|------------------|
| <b>GREEN SHEET/STATUS CHANGE</b> |                        | EFFECTIVE DATE   |
|                                  |                        | <b>4/6/2022</b>  |
| NAME:                            | <b>Name: Conor Orr</b> | PAYROLL :        |
|                                  |                        | <b>4/30/2022</b> |

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

| CHANGE              | FROM<br>(DOES NOT APPLY TO NEW EMPLOYEE) | TO                                    |
|---------------------|------------------------------------------|---------------------------------------|
| JOB TITLE           |                                          | <b>Youth Conservation Coordinator</b> |
| DEPARTMENT          |                                          | <b>Parks and Recreation</b>           |
| HOURS               |                                          |                                       |
| ANNUAL SALARY       |                                          | <b>\$35,000.00</b>                    |
| SEMI-MONTHLY SALARY |                                          |                                       |
| HOURLY SALARY       |                                          |                                       |
| OTHER SALARY        |                                          | <b>Non-Exempt</b>                     |

**REASON FOR CHANGE**

|                                                                                        |                                                                                                                         |                                                                                                                        |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <p><u>NEW HIRE</u></p> <p>REHIRED</p> <p>PROMOTION</p> <p>DEMOTION</p> <p>TRANSFER</p> | <p>RESIGNATION</p> <p>RETIREMENT</p> <p>LAYOFF</p> <p>ADMINISTRATIVE LEAVE PAID</p> <p>ADMINISTRATIVE LEAVE UN-PAID</p> | <p>LENGTH OF SERVICE INCREASE</p> <p>REEVALUATION OF CURRENT JOB</p> <p>INTRODUCTORY PERIOD COMPLETED</p> <p>OTHER</p> |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|

COMMENTS, IF NECESSARY

**Motion to hire Conor Orr for Huerfano Youth Conservation Coordinator.**

|                                                                                                                                                                                                                                                                                                                                                                                                                       |                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <p>I _____ Melva Zagar _____ HR Coordinator certify that the above presented information has been requested by the Department Head and or Elected Official directly responsible for the employee named within. I certify that I have received all proper documentaion and that I have entered the information on the Green Sheet to reflect the change as requested.</p> <p>____ Melva Zagar ____ 3/31/2022 _____</p> | <p>_____ Gerald A. Cisneros, Chairman</p>  |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____ John Galusha, Vice-Chairman</p>   |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____ Arica Andreatta, Commissioner</p> |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____ Date</p>                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____</p>                               |

Date to Finance Office:



HUERFANO COUNTY

|                                  |                          |                            |
|----------------------------------|--------------------------|----------------------------|
| <b>GREEN SHEET/STATUS CHANGE</b> |                          | EFFECTIVE DATE             |
|                                  |                          | <b>4/1/2022</b>            |
| NAME:                            | <b>Name: Derek Guess</b> | PAYROLL : <b>4/30/2022</b> |

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

| CHANGE                 | FROM<br>(DOES NOT APPLY TO NEW EMPLOYEE) | TO                    |
|------------------------|------------------------------------------|-----------------------|
| JOB TITLE              | <b>Sheriff Deputy</b>                    | <b>Sheriff Deputy</b> |
| DEPARTMENT             | <b>Sheriff Dept.</b>                     | <b>Sheriff Dept.</b>  |
| HOURS                  |                                          |                       |
| ANNUAL<br>SALARY       | <b>\$36,627.30</b>                       | <b>\$38,158.00</b>    |
| SEMI-MONTHLY<br>SALARY |                                          |                       |
| HOURLY<br>SALARY       |                                          |                       |
| OTHER SALARY           | <b>Non-Exempt</b>                        | <b>Non-Exempt</b>     |

**REASON FOR CHANGE**

|           |                              |                               |
|-----------|------------------------------|-------------------------------|
| NEW HIRE  | RESIGNATION                  | LENGTH OF SERVICE INCREASE    |
| REHIRED   | RETIREMENT                   | REEVALUATION OF CURRENT JOB   |
| PROMOTION | LAYOFF                       | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION  | ADMINISTRATIVE LEAVE PAID    | <u>OTHER</u>                  |
| TRANSFER  | ADMINISTRATIVE LEAVE UN-PAID |                               |

**Completed FTO**

COMMENTS, IF NECESSARY

**Motion to approve wage increase for Derek Guess. He completed his Field Training Officer program.**

I \_\_\_\_\_ Melva Zagar \_\_\_\_\_ HR  
Coordinator certify that the above presented information has  
been requested by the Department Head and or Elected Official  
directly responsible for the employee named within. I certify  
that I have received all proper documentaion and that I have  
entered the information on the Green Sheet to reflect the  
change as requested.

\_\_\_\_ Melva Zagar \_\_\_\_ 3/31/2022 \_\_\_\_\_

\_\_\_\_\_  
Gerald A. Cisneros, Chairman

\_\_\_\_\_  
John Galusha, Vice-Chairman

\_\_\_\_\_  
Arica Andreatta, Commissioner

\_\_\_\_\_  
Date

Date to Finance Office:

HUERFANO COUNTY

|                                  |                          |                            |
|----------------------------------|--------------------------|----------------------------|
| <b>GREEN SHEET/STATUS CHANGE</b> |                          | EFFECTIVE DATE             |
|                                  |                          | <b>4/16/2022</b>           |
| NAME:                            | <b>Name: Melva Zagar</b> | PAYROLL : <b>5/15/2022</b> |

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

| CHANGE              | FROM<br>(DOES NOT APPLY TO NEW EMPLOYEE) | TO                    |
|---------------------|------------------------------------------|-----------------------|
| JOB TITLE           | <b>HR Coordinator</b>                    | <b>HR Coordinator</b> |
| DEPARTMENT          | <b>Administration</b>                    | <b>Administration</b> |
| HOURS               |                                          |                       |
| ANNUAL SALARY       | <b>\$46,900.00</b>                       | <b>\$49,900.00</b>    |
| SEMI-MONTHLY SALARY |                                          |                       |
| HOURLY SALARY       |                                          |                       |
| OTHER SALARY        | <b>Non-Exempt</b>                        | <b>Non-Exempt</b>     |

**REASON FOR CHANGE**

|           |                              |                               |
|-----------|------------------------------|-------------------------------|
| NEW HIRE  | RESIGNATION                  | LENGTH OF SERVICE INCREASE    |
| REHIRED   | RETIREMENT                   | REEVALUATION OF CURRENT JOB   |
| PROMOTION | LAYOFF                       | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION  | ADMINISTRATIVE LEAVE PAID    | <u>OTHER</u>                  |
| TRANSFER  | ADMINISTRATIVE LEAVE UN-PAID |                               |

COMMENTS, IF NECESSARY

**Pay increase.**

**Motion to approve wage increase of \$3,000. for Melva Zagar.**

|                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <p>I _____ Melva Zagar _____ HR Coordinator certify that the above presented information has been requested by the Department Head and or Elected Official directly responsible for the employee named within. I certify that I have received all proper documentaion and that I have entered the information on the Green Sheet to reflect the change as requested.</p> <p>____ Melva Zagar ____ 3/31/2022 _____</p> | Gerald A. Cisneros, Chairman  |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | John Galusha, Vice-Chairman   |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Arica Andreatta, Commissioner |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Date                          |

Date to Finance Office:

HUERFANO COUNTY

|                                  |                              |                  |
|----------------------------------|------------------------------|------------------|
| <b>GREEN SHEET/STATUS CHANGE</b> |                              | EFFECTIVE DATE   |
|                                  |                              | <b>4/16/2022</b> |
| NAME:                            | <b>Name: Kevin Archuleta</b> | PAYROLL :        |
|                                  |                              | <b>5/15/2022</b> |

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

| CHANGE              | FROM<br>(DOES NOT APPLY TO NEW EMPLOYEE) | TO                  |
|---------------------|------------------------------------------|---------------------|
| JOB TITLE           | <b>Data Collector/Clerk</b>              | <b>Receptionist</b> |
| DEPARTMENT          | <b>Assessor</b>                          | <b>Public Works</b> |
| HOURS               |                                          |                     |
| ANNUAL SALARY       | <b>\$31,600.00</b>                       | <b>\$31,600.00</b>  |
| SEMI-MONTHLY SALARY |                                          |                     |
| HOURLY SALARY       |                                          |                     |
| OTHER SALARY        | <b>Non-Exempt</b>                        | <b>Non-Exempt</b>   |

| REASON FOR CHANGE                                               |                                                                                                  |                                                                                                     |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| NEW HIRE<br>REHIRED<br>PROMOTION<br>DEMOTION<br><b>TRANSFER</b> | RESIGNATION<br>RETIREMENT<br>LAYOFF<br>ADMINISTRATIVE LEAVE PAID<br>ADMINISTRATIVE LEAVE UN-PAID | LENGTH OF SERVICE INCREASE<br>REEVALUATION OF CURRENT JOB<br>INTRODUCTORY PERIOD COMPLETED<br>OTHER |

COMMENTS, IF NECESSARY

**Motion to approve the transfer of Kevin Archuleta from Data Collector/Clerk to Receptionist.**

|                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <p>I _____ Melva Zagar _____ HR Coordinator certify that the above presented information has been requested by the Department Head and or Elected Official directly responsible for the employee named within. I certify that I have received all proper documentaion and that I have entered the information on the Green Sheet to reflect the change as requested.</p> <p>____ Melva Zagar ____ 3/31/2022 _____</p> | <p>_____<br/>Gerald A. Cisneros, Chairman</p>  |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____<br/>John Galusha, Vice-Chairman</p>   |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____<br/>Arica Andreatta, Commissioner</p> |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____<br/>Date</p>                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Date to Finance Office:</p>                 |

HUERFANO COUNTY

|                                  |                             |                  |
|----------------------------------|-----------------------------|------------------|
| <b>GREEN SHEET/STATUS CHANGE</b> |                             | EFFECTIVE DATE   |
|                                  |                             | <b>4/16/2022</b> |
| NAME:                            | <b>Name: Natalie Fisher</b> | PAYROLL :        |
|                                  |                             | <b>5/15/2022</b> |

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

| CHANGE              | FROM<br>(DOES NOT APPLY TO NEW EMPLOYEE) | TO                        |
|---------------------|------------------------------------------|---------------------------|
| JOB TITLE           | <b>Administrative Assistant</b>          | <b>Compliance Officer</b> |
| DEPARTMENT          | <b>Administration</b>                    | <b>Administration</b>     |
| HOURS               |                                          |                           |
| ANNUAL SALARY       | <b>\$43,840.00</b>                       | <b>\$46,840.00</b>        |
| SEMI-MONTHLY SALARY |                                          |                           |
| HOURLY SALARY       |                                          |                           |
| OTHER SALARY        | <b>Non-Exempt</b>                        | <b>Non-Exempt</b>         |

| REASON FOR CHANGE                                               |                                                                                                  |                                                                                                     |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| NEW HIRE<br>REHIRED<br>PROMOTION<br>DEMOTION<br><u>TRANSFER</u> | RESIGNATION<br>RETIREMENT<br>LAYOFF<br>ADMINISTRATIVE LEAVE PAID<br>ADMINISTRATIVE LEAVE UN-PAID | LENGTH OF SERVICE INCREASE<br>REEVALUATION OF CURRENT JOB<br>INTRODUCTORY PERIOD COMPLETED<br>OTHER |

COMMENTS, IF NECESSARY

**Motion to approve the transfer of Natalie Fisher from Administrative Assistant to Compliance Officer. She will receive the 5000.00 annual stipend for the County PIO dispersed semi-monthly until Tourism Coordinator is certified and takes over those duties.**

|                                                                                                                                                                                                                                                                                                                                                                                                                       |                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <p>I _____ Melva Zagar _____ HR Coordinator certify that the above presented information has been requested by the Department Head and or Elected Official directly responsible for the employee named within. I certify that I have received all proper documentaion and that I have entered the information on the Green Sheet to reflect the change as requested.</p> <p>____ Melva Zagar ____ 3/31/2022 _____</p> | <p>_____ Gerald A. Cisneros, Chairman</p>  |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____ John Galusha, Vice-Chairman</p>   |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____ Arica Andreatta, Commissioner</p> |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>_____ Date</p>                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Date to Finance Office:</p>             |

HUERFANO COUNTY

# PAYROLL STATUS CHANGE

EFFECTIVE DATE

4/27/2022

NAME:

**Sarah Pineda**

PAYROLL :

5/15/2022

CHANGE OF  
ADDRESS/  
PHONE

STREET

CITY, STATE, ZIP

TELEPHONE

CHANGE

FROM

(DOES NOT APPLY TO NEW EMPLOYEE)

TO

JOB TITLE

**Dispatch Officer**

DEPARTMENT

**Emergency Services**

HOURS

ANNUAL SALARY

**\$34,970.78**

SEMI-MONTHLY  
SALARY

HOURLY SALARY

OTHER SALARY

**Non-Exempt**

## REASON FOR CHANGE

NEW HIRE

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

**TERMINATION**

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

**Motion to accept Sarah Pineda's resignation effective April 27, 2022.**

Elected Official/Department Manager

Gerald A. Cisneros, Chairman

Date

Date

Date to Finance Office:

| <b>Action Items</b>                            |                                           |
|------------------------------------------------|-------------------------------------------|
|                                                | April 5, 2022                             |
| <b><u>ITEM</u></b>                             | <b><u>SUBJECT</u></b>                     |
| Ordinance 22-01                                | Huerfano County Burn Ordinance            |
| Resolution 22-019                              | Bob Kennemer Appointment<br>Tourism Board |
| Resolution 22-020                              | Thorne Ranch Acquisition                  |
| 5280 Towing Delivery Invoice                   | Genie Boom Lift                           |
| HC Administrator Memo                          | Congressionally Directed Spending         |
| DOLA Planning Grant Application<br>Request     | Thorne Ranch                              |
| BOCC Letter                                    | SPRHC Congressional Spending              |
| CivicRec Management System<br>Agreement        | HC Parks & Recreation                     |
| Anthony Coca Professional<br>Service Agreement | GPID                                      |
| HC & Highline Colorado Lease<br>Agreement      | Capital Hill Tower                        |
| Professional Service Agreement<br>Amendment    | SAFEbuilt                                 |
| Graphic & MailChimp Proposal                   | Waste Transfer Station                    |
| Huerfano & Rio Grande County Jt<br>Application | Railroad                                  |
|                                                |                                           |
|                                                |                                           |

**ORDINANCE**  
**NO. 2022-01**

**AN ORDINANCE ESTABLISHING AN OPEN BURN PERMIT SYSTEM,  
NOTIFICATION PROCESS OF OPEN BURNS, AND RESTRICTIONS DURING RED  
FLAG DAYS, HIGH WIND WATCH DAYS AND HIGH WIND WARNING DAYS**

**WHEREAS**, pursuant to § 30-15-401, C.R.S., the Board of County Commissioners (“the Board”) has the power to adopt ordinances for control of those matters of local concern; and

**WHEREAS**, § 30-15-401(1)(n.5), C.R.S., grants the Board the specific authority to ban open fires to a degree and in a manner that the board of county commissioners deems necessary to reduce the danger of wildfires within those portions of the unincorporated areas of the county where the danger of forest or grass fires is found to be high based on competent evidence; and

**WHEREAS**, the Board finds that the reduction of hazardous fuels on public and private land within Huerfano County reduces the threat of wildfire and improves the health of forest land in Huerfano County; and

**WHEREAS**, the disposal by burning of slash material aids in the reduction of hazardous fuels in forested areas and reduces the threat of unwanted wildfire; and

**WHEREAS**, the Board finds that those days on which the National Weather Service declares in Huerfano County a high wind watch day, a high wind warning day, a fire weather watch day or a red flag warning day, such declaration constitutes competent evidence of the existence of a high danger of forest or grass fires; and

**WHEREAS**, the Board finds it to be prudent and necessary to require notification to first responders before open burning and to provide penalties for failure to follow the requirements of the open burn permitting and notification process, as well as penalties for violating fire restrictions; and

**WHEREAS**, the Emergency Manager and staff within the Emergency Services Department have worked in collaboration with the fire protection districts and the Sheriff to develop this Ordinance.

**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 Burn Ordinance”

**Section 2. Purpose, Intent, and Applicability.**

1. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Huerfano County, Colorado, by restricting open fires and open burning in the unincorporated areas of Huerfano County to prevent forest and grass fires given the high danger of such fires because of atmospheric conditions, including lack of

- moisture, and other local conditions in the County.
2. It is hereby declared to be the policy of Huerfano County and the intent of this ordinance to establish a permitting system that will:
    - a. Allow and regulate open and safe burning of slash;
    - b. Inform residents, visitors, and property owners of considerations for the appropriate, safe, and effective use of fire as a tool; and
    - c. Reinforce knowledge of local requirements of fire districts and county ordinances to increase public awareness and protect the public health, safety, and welfare.
  3. This ordinance shall apply in the unincorporated areas of Huerfano County,

### **Section 3. Definitions.**

For the purposes of this ordinance, the below words and phrases will have the following meanings ascribed to them:

1. **Agricultural Burning:** Burning of cover vegetation for the purpose of preparing the soil for crop production, weed control, or maintenance of water conveyance structures related to agricultural operations.
2. **Broadcast Burn:** The controlled application of fire to wildland fuels in their natural or modified state over a predetermined area. Broadcast Burns do not include the burning of wildland fuels that have been concentrated in piles by manual or mechanical methods.
3. **Burn Plan:** Burn plans are an important component of any open broadcast burn. A burn plan is a written document that, at a minimum, provides a description of the burn area, target weather conditions, hazards that may be encountered, personnel and safety needs, contacts to make prior to burning, goals and objectives, burn site description, fire prescription, fire operation, and control and cleanup.
4. **Extinguished:** No visible flame, smoke, or emissions exist.
5. **Fire Weather Watch:** Conditions are favorable for red flag conditions in and close to the watch area in the next 12 to 48 hours, as defined by the National Weather Service.
6. **Fire Weather Zone:** Two fire zones within Huerfano County have been determined by the National Weather Service based upon elevation and weather patterns associated with the fuels and terrain located within these elevation ranges. These include: Fire Weather Zone 225 and Fire Weather Zone 229.
7. **High Wind Warning:** One-minute average surface winds of 35 kt (40 mph or 64 km/hr) or greater lasting for 1 hour or longer, or winds gusting to 50 kt (58 mph or 93 km/hr) or greater regardless of duration that are either expected or observed over land.
8. **High Wind Watch:** Conditions that are favorable for high winds in and close to the watch area in the next 12 to 48 hours.
9. **Open Burning:** A fire started and intentionally used for grassland or forest management, including vegetative, habitat, or fuel management. Open burning includes both broadcast and pile burning and does not include agricultural burning.
10. **Person:** Any individual, association, organization, partnership, firm, corporation, business, or other entity recognized by law.
11. **Prescribed Burning:** The controlled application of fire in accordance with a written prescription for wildland fuels under specified environmental conditions while following appropriate precautionary measures that ensure that the fire is confined to a predetermined area to accomplish the planned fire or land-management objectives.
12. **Red Flag Warning:** A forecast warning issued by the National Weather Service to inform area firefighting and land use management agencies that conditions are ideal for wildland



fire ignition and propagation.

13. **Slash:** Woody material less than six inches in diameter consisting of limbs, branches, and stems that are free of dirt. “Slash” does not include tree stumps, roots, or any other material.
14. **Stage 1 Fire Restrictions:** Prohibits the following activities:
  - a. Building, maintaining, attending, or using a fire or campfire except a fire within a permanent constructed fire grate in a developed campground.
  - b. Smoking, except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
  - c. Possessing, discharging or using any type of fireworks or other pyrotechnic device to include sparklers. This does not differentiate between lawful use or careless/negligent use of fireworks but prohibits all fireworks activity and use on public and private lands.
  - d. Operating a chainsaw, blasting, welding, or other activities which generate flame or flammable material for any purpose other than mitigation work. Must have mitigation equipment on hand. For example: chemical fire extinguisher, shovels, spark arrester, etc.
15. **Stage 2 Fire Restrictions:** Prohibits all activities prohibited by Stage 1 Fire Restrictions as well as the following activities:
  - a. Building maintaining, attending, or using a fire or campfire.
  - b. Trash/refuse burning of any kind, even in burn barrels with approved screening
  - c. Smoking, except within an enclosed vehicle or building, a barren, developed recreation site or on a paved surface at least three feet in diameter.
  - d. Operating a chain saw or motorized equipment for any purpose other than fire mitigation work. Must have mitigation equipment on hand. For example: chemical fire extinguisher, shovels, spark arrester, etc. for each person operating such equipment.
  - e. Blasting, welding, or other activities which generated flame or flammable material.

#### **Section 4. Unlawful Acts.**

1. No person shall conduct open burning within the unincorporated areas of Huerfano County, including private and County property, without first having obtained an Open Burning Permit from Huerfano County.
2. No person shall conduct open burning or agricultural burning without prior notification to the Huerfano County Emergency Dispatch.
3. Engaging in any activity prohibited when Stage 1 or Stage 2 Restrictions are in effect, other than as excepted or exempted, in the unincorporated areas of Huerfano County.

#### **Section 5. Exceptions and Exemptions.**

The following are permitted and are not in violation of Section 4:

1. During Stage 1 Restrictions
  - a. Fires and campfires within permanently constructed fire grates in developed campgrounds and picnic grounds, or private residences in areas cleared at least 3’ of all flammable materials. (Rock fire rings are considered temporary)
  - b. Charcoal grills, pellet stoves, chimineas or other fixed fireplaces and appliances that are fueled with clean solid materials such as clean wood or pellets.
  - c. Fires in developed campgrounds and picnic grounds, or private residences contained

- within liquid-fueled or gas-fueled stoves, fire pits or appliances; liquid propane (LPG), or natural gas; cleared at least 3 feet of all flammable materials, with flames lengths not exceeding 2 feet.
- d. Smokeless flares or safety flares for the combustion of waste gases.
- e. Flares used to indicate danger.
- 2. During Stage 2 Restrictions
  - a. Fires in developed campgrounds and picnic grounds, or private residences contained within liquid-fueled or gas-fueled stoves, fire pits or appliances; liquid propane (LPG), or natural gas; cleared at least 3 feet of all flammable materials, with flames lengths not exceeding 2 feet. Where the flame is completely extinguished by activation of a switch, valve, and/or tip over safety switch.
- 3. If fire is a requirement to do business (for example, a barbecue restaurant or welding shop), then said business must mitigate their property to meet guidelines set by, or have the written approval of, the fire protection district having jurisdiction commensurate with the size and location of fire and the level of fire restriction enacted.
- 4. Any federal, state, or local officer, or member of an organized rescue or firefighting force, in the performance of an official duty.

#### **Section 6. Implementation of Fire Restriction Stages.**

1. Stage 2 Fire Restrictions will be automatically implemented while a fire weather watch, red flag warning, high wind watch, or high wind warning is in effect.
2. The Emergency Manager shall monitor fire danger conditions and coordinate with Federal, State, and local fire agencies to determine the appropriate stage of restrictions. When conditions merit that Stage I Restrictions should be enacted, or that restrictions should be upgraded to Stage II Restrictions, the Emergency Manager will advise the Board of County Commissioners to implement such restrictions. The Emergency Manager will similarly advise the Commissioners to suspend such restrictions as the conditions merit.
3. Should conditions merit action with immediate effect, the Sheriff is authorized to implement or suspend Fire Restrictions on the advice of the Emergency Manager for later ratification by the BOCC.
4. When Fire Restrictions are enacted the Emergency Manager will coordinate notification of the public through a general press release to local television, radio and print media, as well as posting on the Huerfano County website and through social media outlets. Likewise, when there is a reduction in restrictions from Stage II to Stage I, or the suspension of restrictions, the same notification to the public shall occur.

#### **Section 7. Permitting Process.**

The Emergency Manager is authorized and directed to establish a permitting process with the advice and consent of the County Administrator. Any such process must meet the following conditions:

1. No fee may be charged for the permits
2. The fire protection district having jurisdiction must agree to issuance of the permit and approve the site of the burn
3. The person issued a permit must inform Huerfano County Emergency Dispatch before the burn is started and upon completion.
4. The Emergency Manager must maintain the discretion to suspend or revoke any permit upon a violation of this Ordinance or upon finding it is in the interests of public safety to revoke

said permit.

#### **Section 8. Enforcement, Violations, and Penalties.**

1. Violation of this Ordinance shall constitute a Civil Infraction. Violations of this Ordinance may be enforced through the penalty assessment procedure set forth in Section 16-2-201, C.R.S.
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. It is the duty of the Huerfano County Sheriff, Undersheriff, and deputies to enforce this ordinance as provided for in 30-15-410, C.R.S.
3. The graduated fine schedule for the penalty assessment procedure is as follows:
  - a. \$50.00 for the first violation.
  - b. \$250.00 for the second violation.
  - c. \$1000.00 for each successive violation.
4. Persons convicted of violating this ordinance are subject to the surcharges identified in § 30-15-402, C.R.S.
5. In addition to any other penalty, persons convicted of a violation of this Ordinance shall pay the customary courts costs when applicable.
6. All fines and penalties shall be deposited into the General Fund of Huerfano County.
7. It is the responsibility of the County Attorney to enforce the provisions of this Article, according to the County Court Rules of Criminal Procedure.
8. The Board of County Commissioners may seek civil relief, including but not limited to injunctive relief and mandamus, to enforce the provisions of this Ordinance.
9. Any person who violates the terms and conditions of a permit issued under this Ordinance or who violates this ordinance and causes a fire that requires response from the local fire protection district must provide restitution to any and all responding agencies. Such restitution shall consist of all costs and expenses incurred by the local fire protection district responders incurred as a result of the fire.

#### **Section 9. Liability.**

1. 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 or nonenforcement 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.
2. 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, its officers, employees and agents.

#### **Section 10. 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 11. Recording.**

INTRODUCED, READ, and ORDERED PUBLISHED in full on this 5<sup>th</sup> day of April, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
Gerald A. Cisneros, Chairman

ATTEST:

\_\_\_\_\_  
John Galusha, Commissioner

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

\_\_\_\_\_  
Arica Andreatta, Commissioner

# **RESOLUTION**

**No. 22-019**

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

### **A RESOLUTION REAPPOINTING BOB KENNEMER TO THE TOURISM BOARD FOR A TERM EXPIRING DECEMBER 31, 2025**

WHEREAS, the citizens of Huerfano County passed a Lodging and Tourism tax in November of 2006; and,

WHEREAS, the Huerfano County Commissioners are charged with selecting a panel of citizens of no less than three people to administer the Tourism Fund; and,

WHEREAS, the panel of citizens shall be responsible for developing the bylaws under which the panel shall operate; and,

WHEREAS, Bob Kennemer term expires on December 31<sup>st</sup>, 2025.

WHEREAS, Bob Kennemer is a resident of Huerfano County and is a competent and qualified individual to serve as a member of the Huerfano County Tourism Board and has expressed his interest and desire to continue to serve on the Tourism Board.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Huerfano County, Colorado, that the aforementioned citizen be, and hereby is reappointed to serve on the Tourism Board, and said appointee has agreed to abide by bylaws for the Tourism Board and carry out the duties of his appointment.

BE IT FURTHER RESOLVED by the Board of County Commissioners that Bob Kennemer is hereby reappointed to serve on said Board, and will serve for a term expiring December 31, 2025 and until his successor has been appointed.

INTRODUCED, READ, AND ADOPTED on this 5<sup>th</sup> day of April, 2022.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
Gerald Cisneros, Chairman

\_\_\_\_\_  
John Galusha, Commissioner

\_\_\_\_\_  
Arica Andreatta, Commissioner

# **RESOLUTION**

**NO. 22 - 20**

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

### **A RESOLUTION ACCEPTING A SPECIAL WARRANTY DEED AND A BARGAIN AND SALE DEED FROM SHELL LEGACY HOLDINGS, LLC FOR THE PROPERTY KNOWN AS THE THORNE RANCH AND ASSOCIATED WATER RIGHTS**

WHEREAS, on January 19, 2022 the Huerfano County Board of County Commissioners (“the Board”) entered into a Contract to Buy and Sell Real Estate with Shell Legacy Holdings to acquire the property known as the Thorne Ranch and the associated water rights; and,

WHEREAS, on the Board has received a Special Warranty Deed for the land and Bargain and Sale deed for the Water Rights for the property known as the Thorne Ranch; and,

WHEREAS, the Board has desired and sought the acquisition of this property for development of public facilities for the benefit of Huerfano County residents and to secure these water rights for County Uses, including the Gardner Public Improvement District and County Road and Bridge operations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that Special Warranty Deed and Bargain and Sale Deed for the property known as the Thorne Ranch are hereby accepted and all signatures and actions in furtherance of this acquisition are hereby ratified.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 5<sup>th</sup> day of  
APRIL 2022.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
Gerald Cisneros, Chairman

\_\_\_\_\_  
John Galusha, Commissioner

\_\_\_\_\_  
Arica Andreatta, Commissioner

5280 Towing LLC  
9904 E 161st pl  
Brighton, CO 80602 US  
(303) 916-4303  
5280@5280towing.com



## Invoice

**BILL TO**

Huerfano county  
1038 Russell st  
Walesburg, co

| INVOICE # | DATE       | TOTAL DUE  | DUE DATE   | TERMS  | ENCLOSED |
|-----------|------------|------------|------------|--------|----------|
| 31068     | 04/01/2022 | \$2,000.00 | 05/01/2022 | Net 30 |          |

**DRIVER**  
**MATT**

| ACTIVITY       | AMOUNT   |
|----------------|----------|
| Transportation | 2,000.00 |

**BALANCE DUE**

**\$2,000.00**

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Amount: \_\_\_\_\_

Fund: \_\_\_\_\_

Prepaid: \_\_\_\_\_ Vendor Run: \_\_\_\_\_

Gerald Cisneros, Chairman  
John Galusha, Commissioner  
Arica Andreatta, Commissioner



## HUERFANO COUNTY GOVERNMENT BRIEFING MEMORANDUM

**Date:** April 5, 2022  
**To:** Board of County Commissioners  
**From:** Carl Young, County Administrator and Brittney Ciarlo, Emergency Manager  
**Re:** Congressionally Directed Spending Requests

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**Summary:** This is a request to authorize the submission of two Congressionally Directed Spending Requests to our representatives in Congress. These requests, for the GPID Collection System and the Emergency Operations and Dispatch Center, are both highly impactful and “shovel-ready”. We believe they have the best chance of receiving awards. Other projects considered, but not selected include the Cuchara Mountain Park, the Fox Theatre Walsenburg, and various improvements to the County Road Network.

### **Recommendation:**

Request a motion to approve the submission of Congressionally Directed Spending Requests for the GPID Collection System and the Emergency Operations and Dispatch Center in the maximum amount permitted.

### **Background:**

Congressionally Directed Spending (CDS) is a mechanism by which members of Congress can request funding for specific projects in their home state that have been submitted for consideration by state and local government entities and nonprofits. Funding for projects, if approved, would be distributed as part of the federal appropriations process during FY23 (October 2022 – September 2023). Senators Bennet and Hickenlooper have opened applications for these requests, which are due by Friday April 8, 2022. We have not seen a process from Rep. Boebert, but we will reach out to her office.

The County has a number of projects that could benefit from Congressionally Directed Spending. However, we have chosen two projects that are of the highest urgency and are the closest to being ready to implement in the next Federal fiscal year. The Gardner Public Improvement District Collection System and the Emergency Operations Center. For both of these projects any additional funds we can receive would be extraordinarily helpful. For the Gardner Public Improvement District Project, we intend to ask for the full costs for phases 1 and 2, which are approximately \$2M. For the EOC we intend to ask for the full costs as estimated in the conceptual design completed by HGF and Schrader Group, approximately \$8M. There may be matching requirements for some accounts so we will apply for the maximum amount possible given those constraints.

Signature of the Chair:

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Approved

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Denied



Gerald Cisneros, Chairman  
John Galusha, Commissioner  
Arica Andreatta, Commissioner



## **Board of County Commissioners**

Tara Marshall  
South Eastern Regional Manager  
Department of Local Affairs  
200 West B Street, Suite 222  
Pueblo, CO 81003

April 5, 2022

RE: Request for Administrative Planning Grant for Park Master Planning for the Thorne Ranch

Dear Tara,

Please accept this letter of request for an Administrative Planning Grant for Huerfano County to develop a Park on the Site of the Thorne Ranch. The County has recently acquired this property with securing water rights as the primary purpose. We believe that developing a Park on the 1750+ acre property would be an appropriate use for the land and help maximize public benefit. Amenities we would like to explore include: (1) a shooting range; (2) trails and access to federal lands; and (3) a community agricultural education program. We have also discussed the potential for alternative energy on the site, particularly the opportunity to use the existing water infrastructure to generate clean power.

Our anticipated budget is \$50,000 and we are requesting \$25,000 from DOLA, with the County providing the remaining amounts. The project will not exceed \$100,000. We anticipate starting the project within 30 days of a PO being issued and our goal is to complete the project by the end of 2022. The County anticipates using ARPA funds to supply the match. These one-time funds are limited and we are making every effort to stretch these funds as far as possible.

Thank you for considering this request.

Sincerely

Gerald Cisneros, Chairman  
Board of County Commissioners

Gerald Cisneros, Chairman  
John Galusha, Commissioner  
Arica Andreatta, Commissioner



## Board of County Commissioners

April 4, 2022

The Honorable John Hickenlooper  
United States Senate  
374 Russell Senate Office Building  
Washington, DC 20510

The Honorable Michael Bennet  
United States Senate  
261 Russell Senate Office Building  
Washington, DC 20510

### **RE: Congressionally Directed Spending – Spanish Peaks Regional Health Center**

Dear Senator Hickenlooper and Senator Bennet:

As Commissioners of Huerfano County, We write in strong support of Spanish Peaks Regional Health Center's (SPRHC) request for Congressionally Directed Spending. The request, which is for the acquisition and installation of the da Vinci X Single Console Surgical System, will improve health equity in SPRHC's rural and underserved service region by increasing access to state-of-the-art medical care. Unfortunately, due to social, economic, and environmental factors, not everyone in rural and diverse Huerfano County has access to health care and proper health education. In fact, Huerfano County has significantly higher rates of obesity, smoking, diabetes, and has poorer mental health than the rest of Colorado. The County's low income and educational attainment, lack of reliable transportation, and other social determinants of health exacerbate these poor health outcomes.

SPRHC seeks to address these serious issues in Huerfano County and the surrounding area by allowing vulnerable residents the ability to access high quality critical health care. The da Vinci Surgical System provides a magnified, high-definition 3-D image for superior clinical capability and translates the surgeon's hand movements into precise micro-movements. Robotic procedures offer many benefits to patients, including smaller incisions, less scarring and pain, a reduced risk of surgical site infection, and quicker recovery times. As a result, patients return to their daily lives much sooner than ever before.

By providing cutting-edge medical technology at SPRHC, patients will not have to travel long distances to larger hospitals in Colorado to receive specialized treatment, as they currently do. This will lead to fewer complications that often result in longer stays at larger hospitals farther away, and robotic procedures ultimately lessen the fears of residents so that they are more inclined to have surgical procedures.

Again, SPRHC's critical funding request will enable the hospital to ensure that everyone in this diverse and underserved region can access affordable healthcare, regardless of factors like race, ethnicity, or social economic status. Residents in their service area will gain improved care and experience lower patient costs, all while keeping care local.

401 Main Street, Suite #201 Walsenburg, Co 81089  
Office: 719-738-3000 Ext. 200 Fax: 719-738-3996

On behalf of Spanish Peaks Regional Health Center we thank you for your full and fair consideration of this request.

Sincerely,

A handwritten signature in blue ink, reading "Gerald A. Cisneros". The signature is fluid and cursive, with a small checkmark above the letter 'v' in "Cisneros".

Gerald Cisneros, Chairman  
Board of County Commissioners

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-23763-1

**Date:**

3/25/2022 2:20 PM

**Expires On:**

6/23/2022

**Product:**

CivicRec

**Client:**

Huerfano County CO - CivicRec

**Bill To:**

Huerfano County CO - CivicRec

| SALESPERSON   | Phone | EMAIL                | DELIVERY METHOD | PAYMENT METHOD |
|---------------|-------|----------------------|-----------------|----------------|
| Jordan Cairns | x     | cairns@civicplus.com |                 | Net 30         |

## CivicRec - Statement of Work

| QTY  | Product Name                               | DESCRIPTION                                                                                                                                               | PRODUCT TYPE |
|------|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1.00 | CivicRec Annual Fee                        | CivicRec Annual Fee                                                                                                                                       | Renewable    |
| 1.00 | CivicRec Standard                          | Standard package -Project Coordination -Branded Public Portal -Help Center Access                                                                         | One-time     |
| 2.00 | CivicRec Virtual Training (Half Day Block) | Training (Virtual) - half day, up to 4 hours                                                                                                              | One-time     |
| 1.00 | CivicRec Pay - Forte                       | CivicRec Pay - Forte                                                                                                                                      |              |
| 1.00 | CivicRec Pay Annual Fee - Forte            | CivicRec Pay Annual maintenance and support fee                                                                                                           | Renewable    |
| 1.00 | CivicRec Pay Implementation - Forte        | Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support. | One-time     |

|                                    |               |
|------------------------------------|---------------|
| List Price - Year 1 Total          | USD 12,338.00 |
| Total Investment - Year 1          | USD 7,000.00  |
| Annual Recurring Services - Year 2 | USD 4,500.00  |

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced upon signing.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 120,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.
8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Signature Page to Follow

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

### Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [ ] or N [ ]

Please list all external sources:

### Contract Contact

Email

Phone

Ext.

Fax

### Project Contact

Email

Phone

Ext.

Fax



CONTRACT FOR SERVICES AGREEMENT: GPID Operator in Responsible Charge.

This Agreement, entered into this 5<sup>th</sup> Day of April 2022, 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 Anthony Coca whose address is 120 County Road Street, Trinidad Colorado 81082, hereinafter referred to as "Contractor".

WHEREAS, the County requires the services of a contractor for Operator in Responsible Charge for the Gardner Public Improvement District also known as Gardner Water and Sanitation District.

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 **6<sup>th</sup> of April, 2022** until the **6<sup>th</sup> of May, 2022** then continuing from month to month until terminated as provided herein.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, all elements of work as indicated below:
  - a. **Serve as Distribution System and Wastewater Treatment Operator in Responsible Charge, troubleshooting operational issues, analyzing\adjusting process controls, and ensuring compliance with Colorado's Primary Drinking Water Regulations and any other pertinent state or federal laws & regulations**
  - b. **Serve as Discharge Monitoring Reports Cognizant Official and complete all necessary reporting and file all required plans, reports, and sample results**
  - c. **Liaise with the County Administrator and Deputy Public Works Director as requested and required for operational tasks.**
  - d. **Coordinate with the District Engineer, GMS, as requested and required in regards to wastewater\collection line issues.**
3. Huerfano County agrees to pay the Contractor **\$400 per month**, in consideration of the described work elements.
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.
5. The parties intend that an independent contractor relationship is created by this agreement. The County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor.
6. The work to be performed under this contract will be performed entirely at the Contractor's risk and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. 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.
7. This contractual agreement constitutes the entire agreement and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect until in

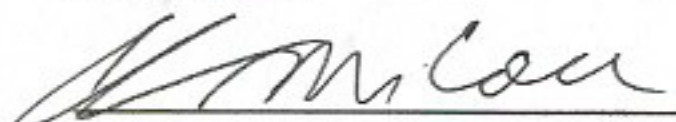


writing and designed by both parties.

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

IN WITNESS WHEREOF, the "County" has caused this Agreement to be signed by the Board of County Commissioners and the "Contractor" has here unto affixed their names, on the dates listed below.

CONTRACTOR:



Anthony Coca

BOARD OF COUNTY COMMISSIONERS OF  
HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_

Gerald A. Cisneros, Chairman

\_\_\_\_\_  
John Galusha, Commissioner

\_\_\_\_\_  
Arica Andreatta, Commissioner

ATTEST

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

BY \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

## **TOWER LEASE**

**THIS TOWER LEASE** ("Lease") is by and between Huerfano County, Colorado, a political subdivision of the State of Colorado, ("Lessor") and Highline Colorado. ("Lessee"), herein also referred to as, Party or Parties.

### **1. Lease.**

(a) In consideration of the payment of the rent described below by Lessee to Lessor, Lessor hereby grants to Lessee a lease on and use of a portion of the tower located at **301 N. Harrison St., Walsenburg, CO and more fully described in the attached Exhibit "A" (the "Tower")**, on the terms and conditions set forth herein. Lessee's use of that portion of the Tower sufficient for placement of certain microwave antennas and related equipment ( the "Antenna Facilities") as defined below, together with all the necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit "A"( collectively referred to hereinafter as the "Premises").

**2. Term.** The initial term of the Lease shall be for five (5) years commencing upon the Commencement Date and terminating at midnight on the last day of the initial term ("Initial Term"), subject to the Parties rights' of termination as set forth in other provisions of this Lease.

**3. Permitted Use.** The Premises may be used by Lessee for, among other things, the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, antennas, microwave dishes, equipment shelters and/or cabinets and related activities and Lessee's equipment will have the use of a backup generator at Tower and at the Tower site.

**4. Rent.** Lessee shall pay Lessor, as rent, four hundred and fifty (\$450.00) per month payable in cash ("the Rent"). Rent shall be delivered monthly in advance beginning on the Commencement Date of this Lease. Rent amount may be adjusted, through a modification of this agreement, if service meets or exceeds expectations for an underserved population and/or location.

**5. Renewal.** Lessee shall have the right to extend this Lease for two (2) additional, five year terms ("Renewal Term") on mutually agreeable terms, by notifying.

**6. Interference.** In the event any interference with Lessee's use of the Tower does not cease promptly, Lessee shall have the right to terminate this Lease immediately upon written notice.

### **7. Improvements; Access.**

(a) Lessee shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Antenna Facilities") and/or to utilize nine (9) square feet of space inside the perimeter fence of the tower site, as depicted in Exhibit "A", adjacent to the Tower, in order for interface with other carrier fiber optic cables of which Lessee has an existing valid License for use of an optical WAVE on the carrier's long haul fiber optic plant. Lessee shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Lessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Lessee. Lessee shall have the right to remove the Antenna Facilities at any time during and upon termination of this Lease.

(b) The final plans, timing of construction, and precise location of the Antenna Facilities shall be subject to approval by the Lessor in its sole discretion. Approval will be given by Lessor to Lessee by signing and returning to Lessee a copy of the final plans which shall not be unreasonably delayed.

(c) Lessee shall, at Lessee's expense, keep and maintain the Antenna Facilities now or Hereafter located on the Tower in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon expiration, cancellation, or termination of this Lease, Lessee will remove Antenna Facilities, repair any damages caused by installation and removal and surrender the Premises to Lessor in good, usable condition, normal wear and tear and casualty excepted.

(d) Lessee shall have the right at Lessee's expense, to install utilities on the Tower, subject to Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(e) As partial consideration for Rent paid under this Lease, Lessor hereby grants Lessee the right of ingress, egress, and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal Term (collectively, "License"). The License provided hereunder shall have the same term as this Lease.

Lessee shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, subject to Lessor's prior notification and consent, which consent shall not be unreasonably withheld, conditioned or delayed, and provided the Lessee gives Lessor notice prior to any and all entries and exits by calling Lessor Operations at (719) 622-2082 as updated from time to time.

## **8. Tower Maintenance.**

(a) One-Hundred (100) percent of the costs of maintaining the Tower shall be borne by Lessor including all costs of repairing damage to the Tower from any cause not related to the Lessee's use of the tower.

(b) Lessor may at any time following the Commencement Date of this Lease enter the Premises to perform engineering surveys, inspections and other reasonably necessary tests to determine the suitability of the Premises for the Antenna Facilities. If Lessor determines that the Premises are unsuitable for Lessee's contemplated use, Lessee may terminate this Lease. The final plans, timing of construction, and precise location of the Antenna Facilities shall be subject to approval by Lessor which shall not be unreasonably withheld, conditioned or delayed. Approval will be given by Lessor to Lessee by initialing and returning to Lessee a copy of the final plans within twenty (20) business days after they are given to Lessor. Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's business operations. All of Lessee's construction and installation work shall be performed at Lessee's cost and expense and in a good and workmanlike manner. Lessor agrees to allow Lessee, its employees, agents and subcontractors access to the Premises twenty-four (24) hours a day, seven (7) days a week, in accordance with Section 7(f) of this Lease, at no additional charge to Lessee. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Tower. Lessee shall have the right to permanently place utilities on the Tower in order to service the Premises and in order to service the Antenna Facilities. If power is already available at the Tower, Lessee shall have the right of use of such power throughout the term hereof, and all other costs and expenses in connection with any additional power use, operation and/or maintenance of the Premises shall be paid by Lessee's cost.

9. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Lessor if Lessee fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty 30-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty 30-day period;

(c) immediately if Lessee notifies Lessor of unacceptable results of any title report, environmental or soil tests prior to Lessee's installation of the Antenna Facilities on the Premises, or if Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or governmental approval necessary to the installation and/or operation of the Antenna Facilities or Lessee's business;

(d) upon ninety (90) days written notice by Lessee if the Premises are or become

unacceptable under Lessee' design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong; or

(e) immediately upon written notice by Lessee if the Premises or the Antenna Facilities are destroyed or damaged so as in Lessee ' reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. If Lessee elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction.

**10. Taxes.** Lessee shall pay any applicable personal property taxes assessed on, or any portion of such taxes directly attributable to the Antenna Facilities placed by Lessee on Lessee's property, but only to the extent Lessee is not otherwise exempt from any such taxes.

**11. Insurance and Subrogation.**

(a) At all times during the term of this Lease, Lessee shall maintain and shall require its contractors and subcontractors, which do any work in connection with this Lease to maintain insurance coverage as described herein and will produce proof of insurance on demand by Lessor.

(b) Lessee agrees to execute and deliver to Lessor, prior to the execution of this Lease, certification that it has in force a commercial general liability insurance policy written on an occurrence basis with a combined single limit of not less than \$1,000,000 including public liability, contractual liability, premises liability and property damage, reasonably acceptable to and reasonably approved by Lessor, covering bodily injury and property damage, premises, and operations described hereunder and along with products therein. Such insurance policy shall provide that Lessor shall receive not less than thirty (30) days written notice prior to the cancellation or reduction in coverage of such insurance.

(c) Lessee agrees to execute and deliver to Lessor, prior to the execution of this Lease, a comprehensive business automobile liability coverage covering all owned, hired and non-owned vehicles utilized by Lessee covering claims for bodily injury and property damage with a combined single limit of \$1,000,000 each occurrence.

(d) Lessee shall at all times maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance with a limit of not less than \$1,000,000, which includes voluntary compensation.

(e) Lessor shall be listed as additional insured in any required liability insurance policy (except for workers' compensation). Such policies shall state that this coverage is to function as the "primary" insurance coverage for Lessee and non-contributing with any insurance maintained by the Lessor.

(f) A valid certificate(s) of insurance on a standard ACORD form evidencing the existence thereof of the above policies shall be delivered to Lessor upon request by Lessor.

(g) Annually, upon request by Lessor, Lessee shall provide to Lessor a renewal certificate evidencing that such insurance has been maintained and is in full force and effect during the Term of the Lease.

(h) Failure to maintain or provide proof of insurance upon request, shall constitute an immediate breach of this Lease and shall not be construed as a waiver of Lessee's obligation to provide the required insurance coverage. All insurance policy deductibles, self-insured retentions and retrospective premiums will be the sole responsibility of Lessee.

**12 Hold Harmless.** Lessee agrees to hold Lessor harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the sole negligence or intentional acts of Lessor, its employees, agents or independent contractors. Nothing contained herein shall be deemed to be or operate as a waiver of any rights or defenses available to Lessor under the Colorado Governmental Immunity Act, the Colorado Constitution, or other applicable law.

**13. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Lessor, to:

Huerfano County  
Attn: Facilities  
401 Main Street, Suite 201  
Walsenburg, CO 81089

If to Lessee, to:

Highline Colorado  
Attn: David Shipley  
60 Beckwith Drive  
Colorado City, CO 81019

**14. Quiet Enjoyment, Title and Authority.** Lessor affirmatively represents and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Lease; (ii) the Tower is free and clear of any liens or mortgages, except those disclosed to Lessee and which shall not interfere with Lessee ' rights to or use of the Premises; and (iii) execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of this Lease, Lessee ' quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

**15. Assignment.** Lessee may assign or otherwise transfer this Lease to any person or

business acquiring the rights title and interest in and to the Antenna Facilities and the telecommunications system to which the Antenna Facilities are connected.

**16. Waiver of Lessee's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and any Mortgagees or other interest holders the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's sole discretion and without Lessor's consent.

**17. Miscellaneous.**

(a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements, with respect to the subject matter and property covered by this Lease.

(b) This Lease shall be construed in accordance with the laws of the state of Colorado.

(c) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(d) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(e) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(f) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes.

The Commencement Date of this Lease is \_\_\_\_\_ ("Commencement Date").

Lessor: County of Huerfano, State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessee: Highline Colorado

By: David Shipley  
Name: David Shipley  
Title: Chief Operations Officer  
Date: 3/31/22

**EXHIBIT A**  
**Legal Description of Lessor's Tower**

The Tower Premises of which the Lessee Antenna Facilities will be installed on, more fully described as follows:

Lessor's Tower being a free standing (free standing or guyed) 100-foot microwave tower on the property more commonly known as Capitol Hill communications site located at **311 N. Harrison St., City of Walsenburg, County of Huerfano, Colorado.**

Lessee' rights to attach the Antenna Facilities will be at the Tower height between 0.00 feet and 80.00 feet, above ground level.

In addition, a nine (9) foot square portion of property located either within the building or outside of the building located near the Tower for the placement of Lessee's related communications equipment.



**AMENDMENT ONE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN HUERFANO COUNTY, COLORADO**  
**AND SAFEbuilt COLORADO, LLC**

**This Amendment is entered into to amend the Professional Services Agreement** previously entered into on March 18, 2022, by and between Huerfano County, Colorado, (County) and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). County and Consultant shall be jointly referred to as the “Parties”.

**Amendment Effective Date:** This Amendment shall be effective on the latest date fully executed by both Parties.

**RECITALS AND REPRESENTATIONS**

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on March 18, 2022; and

Parties hereto now desire to amend the Agreement as set forth herein; and

**NOW, THEREFORE**

Agreement is hereby amended as set forth below:

1. Agreement, Exhibit A - List of Services is amended to include As-Requested Remote Building Official Service.

As-Requested Remote Building Official Services

- ✓ Building Official will be available to County by text, phone and email
- ✓ Be a resource for Consultant team members, County staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on County adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for County – frequency and content to be mutually agreed upon

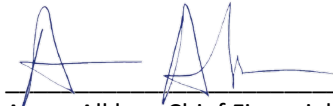
2. Agreement, 4. Compensation is amended to include the following fee schedule:

FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rate listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the County or, if not reported for the County the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fee for As-Requested Remote Building Official Services is \$130.00 per hour – one (1) hour minimum

**All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.**

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



Avner Alkhas, Chief Financial Officer  
SAFEbuilt Colorado, LLC

March 29, 2022

Date

\_\_\_\_\_  
Gerald Cisneros, Chairman  
Board of County Commissioners  
Huerfano County, Colorado

\_\_\_\_\_  
Date



## Proposal for Huerfano County

### Summary:

### Tasks and Cost Estimates

#### 1) Mailchimp Setup

VistaWorks will provide the following:

- Create account
- Create email template
- Incorporation of existing copy for 1<sup>st</sup> newsletter
- Import contacts
- Connect to website
- 30 minute training on MailChimp usage.

Cost: \$500

#### 2) Ad Design

Huerfano County would like an ad designed for their Waste Transfer station, 10" x 7.625".

VistaWorks will provide the following:

- Gather photos/logos/graphics/copy
- Create any additional graphical elements
- Review copy and adjust
- Design ad
- Deliver and coordinate with printer.

Cost: \$400

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Amount: \_\_\_\_\_

Fund: \_\_\_\_\_

Prepaid: \_\_\_\_\_ Vendor Run: \_\_\_\_\_

|                    |   |                    |                       |                                                   |
|--------------------|---|--------------------|-----------------------|---------------------------------------------------|
|                    |   |                    | <b>Correspondence</b> |                                                   |
|                    |   |                    |                       | April 12, 2022                                    |
| <b><u>ITEM</u></b> |   | <b><u>DATE</u></b> | <b><u>FROM</u></b>    | <b><u>SUBJECT</u></b>                             |
| 14                 | A | 29-Mar             | CTSI                  | Federal Child Labor Regulations                   |
| 14                 | B | 29-Mar             | HC Historical Society | 2022 Membership Form                              |
| 14                 | C | 21-Mar             | HC District Court     | Dissolution Cuchara Valley Park &<br>Rec District |

## Federal Child Labor Regulations

The Fair Labor Standards Act restricts the use of child labor. The most recent changes to the law in 2010 expanded and clarified the types of activities and occupations forbidden to youth under the age of 18. Review the various restrictions to ensure that your county is in compliance. Remember that even where the rules do not apply to volunteers, allowing a minor to engage in an activity that is regulated or considered hazardous can increase potential liability in the event of an injury.

### REPRESENTATIVE HAZARDOUS DUTY RESTRICTIONS ON YOUTH AGED 16-18

Generally, hazardous occupations involve using or exposure to various hazardous tools, power-driven equipment, and naturally dangerous conditions such as heat, pressure, fire, chemical hazards, explosive substances, and the like. Here are some examples:

- Occupations in or about plants or establishments manufacturing or storing explosives or articles containing explosive components.
- Occupations of motor-vehicle driver and outside helper on any public road.
- Occupations in the operation of any sawmill, lath mill, shingle mill, or cooperage stock mill.
- Occupations involved in the operation of power-driven woodworking machines.
- Occupations involved in the operation of power-driven hoisting apparatus.
- Occupations in connection with mining, other than coal.

### REPRESENTATIVE HAZARDOUS DUTY RESTRICTIONS ON YOUTH AGED 14-16 AND YOUNGER

This would include all restricted activities for the older age group, plus the following:

- Occupations that involve operating, tending, setting up, adjusting, cleaning, oiling, or repairing any power-driven machinery including, but not limited to, lawnmowers, golf carts, all-terrain vehicles, trimmers, cutters, weed-eaters, grass edgers, food slicers, grinders, choppers, food processors, cutters, food cutters, and food mixers.
- Any outside window washing that involves working from window sills or using ladders, scaffolds, or substitutes for ladders or scaffolds.
- Transportation occupations including rail, highway, air, water, pipeline, or other means; warehousing & storage.
- Communications and public utilities occupations.
- Construction of all kinds, except office work or sales that don't involve performing duties on trains, motor vehicles, aircraft, vessels, or other means of transportation, or at a construction site.

These provisions may be viewed on the [Electronic Code of Federal Regulations](#) (e-CFR) website. Child labor regulations are covered in [Title 29, Subtitle B, Chapter V, Subchapter A, Part 570 -Child Labor Regulations, Orders and Statements of Interpretation](#). Be careful to review both the CFR and the links to the Federal Register Material.

### WHAT THIS MEANS FOR COUNTIES

Review your youth employee occupational assignments and determine a plan for addressing any needed changes. For more information, contact CTSI at (303) 861 0507.



Huerfano County Historical Society

P.O. Box 3, Walsenburg, CO 81089

www.huerfanohistory.org

14-B

OUR MISSION: TO PRESERVE AND COMMUNICATE THE HISTORY OF  
HUERFANO COUNTY IN PARTICULAR & THE ADJACENT AREAS

Collections held at: Francisco Fort Museum, La Veta, CO  
Walsenburg Mining Museum, Walsenburg, CO  
Huerfano Heritage Center, Walsenburg, CO

## 2022 Membership Form

- ☐ Individual \$15.00    ☐ Family \$25.00  
☐ Business \$50.00 – includes mention in the quarterly newsletters & on the website

### Special memberships:

☐ Butte membership \$100.00 - includes mention in the quarterly newsletters & on the website and an exhibit/room sponsorship at either the Francisco Fort Museum OR the Walsenburg Mining Museum for the year.

Additional donation: \$ \_\_\_\_\_

### Interested in volunteering at:

- \_\_\_ Walsenburg Mining Museum - your particular interest: \_\_\_\_\_  
\_\_\_ Francisco Fort Museum - your particular interest: \_\_\_\_\_  
\_\_\_ Huerfano Heritage Center – your particular interest: \_\_\_\_\_

**Museum passes are no longer being used; your membership card can be used.**

Please complete the below section, enclose a check made payable to: Huerfano County Historical Society for the applicable renewal amount, and mail to: HCHS, PO Box 3, Walsenburg, CO 81089

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, State and ZIP Code: \_\_\_\_\_

Email (for newsletter): \_\_\_\_\_

Phone: \_\_\_\_\_

Huerfano County Historical Society is a registered 501(c)(3) non-profit organization.  
Donors may deduct contributions to the Society as provided in section 170 of the IRS Code.

87-88

87-88

87-88

Dear Huerfano County Historical Society Members,

2021 brought huge improvements for the HCHS. The Francisco Fort Museum, the Walsenburg Mining Museum and the Huerfano Heritage Center were once again able to open to the public. If there are no further setbacks due to Covid19 and its variants, all facilities should be able to open in 2022. HCHS board meetings were held on Zoom in 2021, but this year we are once again having in-person meetings which will also be open to all members and the public. Because of retirements and relocations, we are currently seeking new board members. Monthly meetings are usually held at the Huerfano Heritage Center 114 W. 6<sup>th</sup> in Walsenburg, March through October, on the first Wednesday of the month at 4:00pm. If you are interested in serving on the board, you can attend one of our meetings or contact us at 719-738-2346 or e-mail [huerfanoheritagecenter@outlook.com](mailto:huerfanoheritagecenter@outlook.com).

A grant from Colorado Sustaining the Humanities Through the American Rescue Plan (COSHARP) for \$12,600 was obtained for us thanks to Carolyn Newman. Part of this will be used for a new, improved HCHS website. This will be a vast expansion over our existing website that will make accessible to our members and the public many more of our historic photos and historic material from our archives, like the 130 digitized interview tapes recorded in 1980 and portions of Louis B. Sporleder's manuscript from the early 1900's, which detail the lives of many of our pioneer citizens. We also hope to add some self-guided tours to the site, like a guide to Huerfano County's coal mines, the Taos Trail and other historic tours of Huerfano County. There will also be a section with historic maps of Huerfano County which will include the wonderful Geological Atlases of Huerfano County prepared by the USGS in 1900. The new website should be up and running by early summer.

Francisco Fort Museum had a successful summer season in 2021 thanks to the hard work of Director Anne Stettelman and her crew of enthusiastic volunteers, with over 3,000 visitors touring the site. Francisco Fort Day held in August attracted 600 visitors and we hope to build on that success in 2022 with the La Veta Fiber Festival on June 25, 2022 and Francisco Fort Day on July 30, 2022. Work at the Fort continues through the closed season with Friends of Francisco Fort History Museum supporting the digitization of the Fort collection with support from San Isabel Electric, Basin Electric and the Bar NI Foundation. Please check the Francisco Fort website for more details on events for 2022.

Due to staffing shortages, the Walsenburg Mining Museum was only able to open for three days a week in 2021, but even so attracted 300 visitors and Carolyn Newman was kept busy opening for visitors on the days we were closed. More volunteers have signed up for the 2022 season and we should be able to open more days. The completion of the new Huerfano County Judicial Center next to the Mining Museum, housed in the old 1896 jail, greatly improved access and parking for the Mining Museum. The museum will have some new and some improved exhibits in 2022, thanks to generous donations from the Spanish Peaks Business Alliance Holiday Giving Non-Profit Fundraiser.

The Huerfano Heritage Center was able to open to the public in 2021 and received many visitors and answered many e-mail and phone requests for information about relatives and other history from our local newspapers, photo collection, our archives and other sources. We continue to digitize more photos and historic documents and other resources, many of which will go on the new web site. If you have questions or information about family members or local history or have photos you would like to share,, please contact us at 719-738-2346, e-mail us at [huerfanoheritagecenter@outlook.com](mailto:huerfanoheritagecenter@outlook.com). or drop by the Huerfano Heritage Center at 114 W. 6<sup>th</sup> in Walsenburg. We are open 2:00pm until 5:00pm Wednesdays and Fridays and 11:00am until 3:00pm on Thursdays year-round.



The Walking Tour of Historic South Main Street, led by Carolyn Newman, was held on August 28th and attracted 24 people. Tour guides dressed in period costumes gave presentations at each stop. Featured were histories of early Plaza de Los Leones, the Sporleder Hotel, John Albert's fort, the Dorca's Circle building, which was headquarters of the 1927 coalminer's strike, the Fox Theatre, where visitors got to see the reputed gangster hideout in the ceiling and St. Mary's Church, built in the late 1890's. Plans are underway for the 2022 HCHS tour.

The Sunday Afternoon Salons for History Lovers lecture series, usually held at the La Veta and Walsenburg libraries, was cancelled in 2021 out of Covid concerns, but we hope to revive it in 2022.

The Huerfano Heritage Center Facebook page at <http://facebook.com/huerfanocountyhistory>, which features many of our historic photos, has grown to 670 followers and we enjoy reading the reader's comments about the photos on the site.

We thank our members for your continued support and participation in helping us preserve the magnificent history of Huerfano County.

Huerfano County Historical Society

14-C

RECEIVED

MAR 21 2022

|                                                                                                                                                                                                                                                                                                                                                       |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| DISTRICT COURT, HUERFANO COUNTY,<br>COLORADO<br>Huerfano County Judicial Center<br>200 W. 5 <sup>th</sup> St., Suite 141<br>Walsenburg, CO 81089                                                                                                                                                                                                      | ▲ COURT USE ONLY ▲<br><br>Case No. 2010CV71 |
| IN THE MATTER OF: CUCHARA VALLEY PARK<br>AND RECREATION DISTRICT                                                                                                                                                                                                                                                                                      |                                             |
| <b>Attorneys for the Division of Local Governments:</b><br>PHILLIP J. WEISER, Attorney General<br>EMILY BUCKLEY, No. 43002*<br>Assistant Attorney General<br>1300 Broadway, 6 <sup>th</sup> Floor<br>Denver, CO 80203<br>Telephone: (720) 508-6403<br>Email: <a href="mailto:emily.buckley@coag.gov">emily.buckley@coag.gov</a><br>*Counsel of Record |                                             |
| <b>PETITION FOR ORDER AND CERTIFICATION OF<br/>         DISSOLUTION OF SPECIAL DISTRICT</b>                                                                                                                                                                                                                                                           |                                             |

COMES NOW the Division of Local Government ("the Division") of the Colorado Department of Local Affairs, by and through the Colorado Attorney General and undersigned counsel, and petitions the Court to certify the Division's Declaration of Dissolution of the Cuchara Valley Park and Recreation District. As grounds for this petition, the Division states as follows:

1. The Cuchara Valley Park and Recreation District ("the District") is a quasi-municipal corporation and political subdivision organized pursuant to the provisions of article 1 of title 32, C.R.S.
2. Colorado law requires that Title 32 special districts file certified copies of their annual budgets with the Office of the Division of Local Government of the Department of Local Affairs and hold or properly cancel elections. Sections 29-1-116 and 32-1-801 to 835, C.R.S., respectively.
3. The Division has not received a copy of the District's budget for the past two consecutive years, nor has the Division received a certification of the District's election results from the most recent regular election.
4. Pursuant to § 32-1-710(2)(a), C.R.S., the Division is authorized to declare a special district dissolved if the district has failed to demonstrate to the Division that the district has performed its statutory or service responsibilities or will proceed to perform such responsibilities. Pursuant to § 32-1-710(2)(b), C.R.S., there is a presumption of such failure

**CERTIFICATE OF SERVICE**

I hereby certify that on the 18th day of March 2022, I served the foregoing ***Petition for Order and Certification of Dissolution of Special District*** and ***Declaration of Dissolution*** to the interested parties herein pursuant to § 32-1-710(3), C.R.S. by causing true and complete copies of same to be deposited in the U.S. mail, first-class postage prepaid at Denver, Colorado and/or electronically via Colorado Courts E- Filing, addressed to each of the following:

Cuchara Valley Park & Recreation  
District  
K. Sean Allen Esq.  
2154 E. Commons Ave.  
Centennial, CO 80112-1880

Huerfano County Assessor  
401 Main Street Suite 200  
Walsenburg, CO 81089

Huerfano County Board of Commissioners  
401 Main Street Suite 200  
Walsenburg, CO 81089

Huerfano County Clerk & Recorder  
401 Main Street Suite 200  
Walsenburg, CO 81089

s/ Emily B. Buckley

## DECLARATION OF DISSOLUTION

Pursuant to § 32-1-710, the Director of the Division of Local Government (the "Division") declares as follows:

1. The Cuchara Valley Park & Recreation District (the "District") is a quasi-municipal corporation and political subdivision of the state organized in 2011, pursuant to the provisions of Article 1 of Title 32, C.R.S., the "Special District Act."
2. Colorado law requires the Division to notify a district of the Division's intent to certify a district dissolved if, inter alia, "[t]he district has not provided or attempted to provide any of the services or facilities for which the district was organized for two consecutive years" and "the district has no financial obligations." Subparagraph 32-1- 710(1)(a)(IV) and Paragraph (1)(b), respectively.
3. According to the Division's records and research, the District:
  - The District did not hold or properly cancel the May 8, 2018, regular election
  - The District did not hold or properly cancel the May 5, 2020, regular election
  - The District has not filed an annual budget since the 2015
  - The District has no outstanding financial obligations
4. The Division notified the District of the Division's intent to certify the District dissolved by certified mail, return receipt number 7018-1130-0000-4053-9794 on September 23, 2021, to the last available address the District supplied to the Division per requirements of § 32-1-104(2) and published in the inventory of local government entities maintained pursuant to § 24-32-116 (see Exhibit A and Exhibit B).
5. More than 30 days have passed since the Division notified the District of its intent to certify the District dissolved.
6. The Division received the certified mail return receipt on September 29, 2021 (see Exhibit A).
7. The District has failed to demonstrate to the Division that it has provided or attempted to provide any of the services or facilities for which the District was organized for at least two consecutive years.
8. Based upon review of the most recent available submission of the District's financial statements to the Office of the State Auditor, the District has been found to have no outstanding financial obligations as recognized by the Division. Additionally, the District did not respond to the Division's request within the notice of intent to dissolve.

## CERTIFICATE OF SERVICE

I hereby certify that on the day of January 10, 2022, I served the within *DECLARATION OF DISSOLUTION* to the parties herein by depositing a true and complete copy of same in the United States mail, first-class postage prepaid at Denver, Colorado, addressed to each of the following:

Huerfano County BOCC  
401 Main Street Suite 200  
Walsenburg, CO 81089

Huerfano County Assessor  
401 Main Street Suite 200  
Walsenburg, CO 81089

Huerfano County  
County Clerk and Recorder  
401 Main Street Suite 200  
Walsenburg, CO 81089

Cuchara Valley Park & Recreation  
District  
K. Sean Allen, Esq.  
2154 E. Commons Ave.  
Centennial, CO 80112-1880

---

Joe McConnell  
Local Government Services  
Division of Local Government  
Department of Local Affairs

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Item Addressed to:

Cuchara Valley Park & Rec. District  
K. Sean Allen, Esq.  
2154 E. Commons Ave.  
Centennial, CO 80112-1880



9590 9402 5495 9249 9410 34

2. Article Number (Transfer from service label)

7018 1130 0000 4053 9794

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

JD 2255

Agent

Address

C. Date of Delivery

9/29/

D. Is delivery address different from Item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restr                      |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Delivery                                   |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation                     |
| <input type="checkbox"/> Insured Mail                                  | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |                                                                     |

|                                                                                                                                                                                                                                                                                                                                                          |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| DISTRICT COURT, HUERFANO COUNTY,<br>COLORADO<br>Huerfano County Judicial Center<br>200 W. 5 <sup>th</sup> St., Suite 141<br>Walsenburg, CO 81089<br><hr/> IN THE MATTER OF: CUCHARA VALLEY PARK<br>AND RECREATION DISTRICT                                                                                                                               | ▲ COURT USE ONLY ▲ |
| <b>Attorneys for the Division of Local Governments:</b><br>PHILLIP J. WEISER, Attorney General<br>EMILY B. BUCKLEY, No. 43002*<br>Assistant Attorney General<br>1300 Broadway, 6 <sup>th</sup> Floor<br>Denver, CO 80203<br>Telephone: (720) 508-6403<br>Email: <a href="mailto:emily.buckley@coag.gov">emily.buckley@coag.gov</a><br>*Counsel of Record | Case No. 2010CV71  |
| <p style="text-align: center;"><b>[PROPOSED] ORDER AND CERTIFICATION OF<br/>DISSOLUTION OF SPECIAL DISTRICT</b></p>                                                                                                                                                                                                                                      |                    |

The Court, having received and considered the Division of Local Government's Declaration of Dissolution and Petition for Order and Certification of Dissolution of Special District and, having either received no objection to the Petition, or finding any objections without merit, hereby finds and orders as follows:

The Division of Local Government ("the Division") has declared Cuchara Valley Park and Recreation District ("the District") dissolved and filed a Declaration of Dissolution and Petition for Order and Certification of Declaration of Dissolution of Special District pursuant to § 32-1-710(2), C.R.S.

Upon review of the Division's Petition and Declaration of Dissolution, the Court finds that the District has failed to demonstrate that it has performed or will proceed to perform its statutory and/or service responsibilities and is therefore found to be inactive.

Accordingly, the Court ORDERS that:

1. The division petition is GRANTED and the Division's Declaration of Dissolution is hereby certified. The District's assets, if any, shall be disposed of pursuant to § 32-1-708, C.R.S.
2. The Clerk shall file a certified copy of this Order of Dissolution with the Huerfano County Clerk and Recorder and with the Division.

Done this \_\_\_\_ day of \_\_\_\_\_, 2022.