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

Board of County Commissioners

PUBLIC MEETING NOTICE
AGENDA

July 20, 2021

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:**
   - Public Trustee – Semi-Annual Report
   - Veronica Maes – Senior Needs
6. **LAND USE:**
   -
7. **ACTION ITEMS:**

   See Action Items List
8. **CORRESPONDENCE:**
9. **ATTORNEY REPORT**
10. **EXECUTIVE SESSION**
11. **ADJOURNMENT**

Location: **Join Virtual Zoom Meeting**

Meeting Info: https://us02web.zoom.us/j/82550511219
Meeting ID: 825-5051-1219

UPCOMING MEETINGS:

11:00 am Social Services
Meeting Info: https://us02web.zoom.us/j/82550511219
Meeting ID: 825-5051-1219

2:00 pm Dave Sheridan
Meeting Info: https://us02web.zoom.us/j/82550511219
Meeting ID: 825-5051-1219

Consent Agenda	
	July 20,2021
ITEM	**SUBJECT**
BOCC Minutes	July 13, 2021 Meeting
HR Status Sheet	Brian Musilli Resignation
HR Status Sheet	Mary Grissom Resignation

COMMISSIONERS' MEETING
July 13, 2021

Chairman Cisneros called the meeting to order followed by the Pledge of Allegiance. All meetings are being held virtually.

Commissioners John Galusha, Gerald Cisneros and Arica Andreatta were present.

Chairman Cisneros called for a motion to approve the July 13, 2021 Agenda as amended.

Motion: Galusha **Second: Andreatta**

Discussion: County Administrator, Carl Young made the following changes:

- **Remove Cathy Garcia from APPOINTMENTS.**

Resolved: Motion passed by unanimous vote as amended.

Galusha: Yes

Andreatta: Yes

Chairman Cisneros: Yes

Chairman Cisneros called for a motion to approve the Consent Agenda.

Motion: Andreatta **Second: Galusha**

Discussion: Items on the Consent Agenda are as follows:

- **BOCC Minutes** — **June 29, 2021 Meeting**
- **BOCC Minutes** — **July 6, 2021 Meeting**
- **Monthly Balance Sheet** — **HC Finance**
- **Monthly Revenue Report** — **HC Finance**
- **Monthly Expenditure Report** — **HC Finance**
- **HR Status Sheet** — **Lynn Green Pay Increase**

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

10:02 A.M. – No Public Comment:

10:03 A.M. - Appointment:

Lois Adams and Cale Dancho gave a presentation about the Cuchara Mountain Park Mountain Biking Group and the proposal for biking at the park. There was mention of the county exploring an IMBA Grant along with the CMPMB Group. Carl Young Administrator recommended drafting a *letter of support* to be added to next week's agenda.

10:30 A.M. – Appointment:

Brandy Moe the Colorado Coordinator for Paint Care spoke about the non-profit group doing recycling of old paint; the need for drop off locations; and possibly having the Walsenburg Transfer Station as a host site. Commissioner Galusha and Commissioner Andreatta, as well as, Melanie Bounds, Road and Bridge, would like to see this happen.

10:43 A.M. – Appointment:

Los Huerfano Animal Welfare Association was not present on the zoom meeting.

10:44 A.M. - Land Use:

County Planner, Sam Jensen presented to the Board, Resolution #21-22, which is an amendment of Resolution #19-30, which requires approval of a Homeowner's Association (HOA) or Property Owner's Association (POA) on all Huerfano county Land Use Permits. The new resolution, in short, states that Land Use is not responsible for enforcing protective covenants but that applicants for land use permits are expected to understand and comply with the rules under which their property is recorded. There were suggestions from several people. Sam Jensen will rewrite the new resolution to make it clear and present it at next week's BOCC meeting. This does not need to be sent back to Planning Commission.

10:58 A.M. Land Use:

County Planner Sam Jensen presented the application for change of ownership transfer for CUP 21-15-003 from SCG Services LLC to SCG Holding LLC. Everything is in compliance. Sam will write the letter of approval which includes the condition that in the event that, the new owner does not meet regulatory approval of the Medical permit, that the transfer reverts back.

A motion to approve the transfer of CUP #15-003 from SCG Services LLC to SCG Holding LLC with the condition that, in the event that the new owner does not meet regulatory approval of the Medical permit, that the transfer reverts back.

Motion: Galusha **Second: Andreatta**

Resolved: Motion passed by unanimous vote.

Galusha: Yes

Andreatta: Yes

Chairman Cisneros: Yes

11:06 A.M. Land Use:

County Planner, Sam Jensen opened a joint public hearing regarding LU 21-010 for Triangle Investment Group, LLC, in care of C.G. Taylor, request for an Easement Vacation, represented by BH2 Land Surveying. Sam Jensen presented his exhibits of:

1) San Isabel Electric Association letter stating no objections to the project.
2) Cuchara Sanitation Water District letter stating no objections to the project.
3) Proof of legal notices sent out on 7/1/2021.
4) Certified Mail Receipts.

11:20 A.M. Land Use:

County Planner, Sam Jensen continued with joint public hearing regarding LU 21-017, request for an Easement vacation for Scott & Joan Booker, represented by BH2 Land Surveying. Sam Jensen presented his exhibits of:

1) San Isabel Electric Association letter stating no objection.
2) Cuchara Sanitation Water District letter stating no objection.

3) Proof of Legal notices sent out on 7/1/2021.
4) Certified Mail Receipts.

There were no citizen's comments. The public meeting was closed at 11:24 A.M. Regular BOCC Meeting back in session.

11:24 A.M. Action Items:

County Administrator, Carl Young and the Board reviewed action items.

1) Motion to approve *RESOLUTION #21-23, A RESOLUTION TO ADOPT A COUNTY INVENTORY POLICY*

Motion: Galusha **Second: Andreatta**

Discussion: None

Resolved: Motion passed by unanimous vote.

Galusha: Yes

Andreatta: Yes

Chairman Cisneros: Yes

2) Motion to approve Permit and Agreement for Bulk Water Use for Bill Maldonado, 636 County Rd 571, to be effective on 5/2/2021.

Motion: Andreatta **Second: Galusha**

Discussion: None

Resolved: Motion passed by unanimous vote.

Galusha: Yes

Andreatta: Yes

Chairman Cisneros: Yes

3) Motion to approve the Certified Power, Inc., quote for $1,320.00, for the joystick handle upgrade, for the Road & Bridge Dump Truck.

Motion: Galusha **Second: Andreatta**

Discussion: None

Resolved: Motion passed by unanimous vote.

Galusha: Yes

Andreatta: Yes

Chairman Cisneros: Yes

4) Motion to approve the Flood Study Memorandum of Agreement for the Huerfano County, CO Risk MAP Project. Huerfano County will partner with the Colorado Water Conservation Board (CWCB), and FEMA. This agreement commences a flood study which will take multiple years to complete.

Motion: **Andreatta** **Second:** **Galusha**

Discussion: **None**

Resolved: **Motion passed by unanimous vote.**

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

5) Motion to approve the price quote from Common Construction for the BOCC Meeting Room Remodel (3rd floor) in the amount of $1,295.00.

Motion: **Galusha** **Second:** **Andreatta**

Discussion: **None**

Resolved: **Motion passed by unanimous vote.**

Galusha: Yes

Andreatta: Yes

Chairman Cisneros: Yes

6) Motion to approve the price quote from DVL Group, Inc., for Road & Bridge, for the generator repurpose/ repair, on Unit #1 Generac Genset , Model 14460110100, SN 2116748, in the amount of $1,650.00.

Motion: **Galusha** **Second:** **Andreatta**

Discussion: **None**

Resolved: **Motion passed by unanimous vote.**

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

7) Motion to deny the application for water permit, for Geoffrey & Erica Thompson because of unclear language and have them submit a new application along with the $50.00 fee they have already paid.

Motion: Galusha **Second: Andreatta**

Discussion: Need clarification. Need new application saying water to only be used for back up, for community well.

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

8) Motion to accept the Award from the Department of Local Affairs, Energy and Mineral Impact Assistance Fund for $200,000 for the Fox Theatre Phase 1 Rehabilitation Project.

Motion: Galusha **Second: Andreatta**

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

9) Motion to approve the June 21, 2021 Prepaid Schedule of Bills.

Motion: Galusha **Second: Andreatta**

Discussion: Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

10) Motion to approve the Building Permit Fee Waiver request, from KSPK/Mainstreet Broadcasting Company, in the amount of $105.62, on their application to rebuild equipment shelter at the La Veta Pass Telecommunications Site.

Motion: Galusha **Second: Andreatta**

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

11) Motion to approve Midwest Card and ID Solutions, Software Maintenance Agreement for $1,700.00 annually. Contract from July 1, 2021 to June 30, 2022.

Motion: Andreatta **Second: Galusha**

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

12) Motion to approve the Lease-Purchase Agreement for Motorola Solutions, Inc. software for the Huerfano County Sheriff's Office replacing the E4 system.

Motion: Galusha **Second: Andreatta**

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

13) Motion to approve the power steering gear price quote from Rush Truck Center for Road and Bridge in the amount of $885.00

Motion: **Galusha** **Second:** **Andreatta**

Discussion: **None**

Resolved: **Motion passed by unanimous vote.**

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

14) Motion to approve the Arena Art Box request to have a 4 x 4 art panel put on the Gardner Community Center Rodeo Arena Fence.

Motion: **Andreatta** **Second:** **Galusha**

Discussion: **None**

Resolved: **Motion passed by unanimous vote.**

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

15) Motion to approve the price quote from Eaton Sales & Service, LLC for installing new Petrovend Card Reader Fuel Management System in the amount of $16,235.00.

Motion: **Galusha** **Second:** **Andreatta**

Discussion: **None**

Resolved: **Motion passed by unanimous vote.**

Andreatta: Yes

Galusha: Yes

Chairman Cisneros: Yes

16) Motion to approve the price quote from Eaton Sales & Service, LLC for two (2) new Wayne Reliance dispensers (unleaded and diesel) and two (2) new Submersible Turbine Pumps (STP), in the amount of $31,750.00

Motion: **Galusha** **Second:** **Andreatta**

Discussion: **None**
Resolved: **Motion passed by unanimous vote.**
Andreatta: Yes
Galusha: Yes
Chairman Cisneros: Yes

12:02 P.M. Correspondence:
County Administrator Carl Young and the Board reviewed correspondence.

12:05 P.M. Attorneys Report:
None

12:05 P.M. Executive Session:
None

12:06 P.M. Chairman Cisneros called for a motion to adjourn the meeting.
Motion: Galusha **Second: Andreatta**
Discussion: None
Resolve: Motion passed by unanimous vote.
Galusha: Yes
Andreatta: Yes
Chairman Cisneros: Yes

Meeting adjourned @ 12:06 P.M.

____
Nancy C. Cruz, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

____

Gerald A. Cisneros, Chairman

____

John Galusha, Vice Chairman

____

Arica Andreatta

HUERFANO COUNTY

PAYROLL STATUS CHANGE

EFFECTIVE DATE

7/15/2021

NAME: **Brian Musilli** **PAYROLL :** **7/31/2021**

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

CHANGE	**FROM** (DOES NOT APPLY TO NEW EMPLOYEE)	**TO**
JOB TITLE		**Operator**
DEPARTMENT		**Road and Bridge**
HOURS		
ANNUAL SALARY		**$40,338.81**
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		**Non -Exempt**

REASON FOR CHANGE

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

COMMENTS, IF NECESSARY

Motion to approve the resignation of Brian Musilli effective July 15, 2021.

Elected Official/Department Manager

Gerald A. Cisneros, Chairman

Date

Date

Date to Finance Office:

HUERFANO COUNTY

PAYROLL STATUS CHANGE

EFFECTIVE DATE	7/14/2021
PAYROLL :	7/31/2021

NAME: **Mary Gissom**

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Office Administrator
DEPARTMENT		Land Use
HOURS		
ANNUAL SALARY		$30,500.00
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		Non -Exempt

REASON FOR CHANGE

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

COMMENTS, IF NECESSARY

Motion to approve the resignation of Mary Grissom effective July 14, 2021.

Elected Official/Department Manager

Gerald A. Cisneros, Chairman

Date

Date

Date to Finance Office: ____________________

Action Items	
	July 20,2021
ITEM	**SUBJECT**
Semi-Annual Report	HC Public Trustee
Trail Support Letter	Cuchara Mountain Park
Contract Termination Letter	Spanish Peaks Airport
Solid Waste District Letter	Las Animas Huerfano County District Health Department
Credit Application	Enterprise Fleet Management
GPID Bulk Water Application	Geoffery & Erica Thompson
GPID Bulk Water Application	Henry Provine
Paintcare Agreement	Paint Recycling
Taylor Fence Quote	GPID Gardner Well

CONFIDENTIAL

HUERFANO COUNTY PUBLIC TRUSTEE

SEMI-ANNUAL REPORT

SEMI ANNUAL REPORT OF HUERFANO COUNTY TREASURER
JANUARY 01, 2021 THRU JUNE 30, 2021

FUND	BEGINNING BALANCE	REVENUES------- REVENUES	DISBURSEMENTS-- DISBURSEMENTS	ENDING BALANCE
COUNTY GENERAL FUND	1,878,797.74	4,485,032.13	3,223,219.87-	3,140,610.00
JUDICIAL SALES TAX 1/1/2020	235,220.18	235,220.18-	3,004.60	3,004.60
UNCLAIMED	9,986.76	444.22	9,495.50-	935.48
SPECIAL PROJECT FUND	0.00	2,111,483.98	1,179,571.65-	931,912.33
ROAD & BRIDGE	257,525.85	1,059,855.40	1,126,967.25-	190,414.00
LEASE PURCHASE FUND	0.00			0.00
EMERGENCY SERVICES FUNDS (DISPATCH)	918,809.83	469,522.82	758,092.04-	630,240.61
RETIREMENT	112,689.99	138,269.84	83,246.28-	167,713.55
LODGING TAX TOURISM FUND	30,530.54	31,148.66	28,250.56-	33,428.64
DISASTER RECOVERY FUND	462,557.21	896,473.11	699,910.97-	659,119.35
GARDNER PUBLIC IMPROVEMENT DISTRICT	21,077.43	42,113.97	41,884.90-	21,306.50
WALSENBURG GATEWAY METRO DIST	0.00			0.00
SPANISH PEAKS LIBRARY DIST	2,215.71	228,994.01	200,807.52-	30,402.20
SPANISH PEAKS LIBARY DIST (BOND)	1,961.96	202,045.64	177,007.51-	27,000.09
HUERFANO CO. AMBULANCE ENTERPRISE	0.00			0.00
WASTE TRANSFER STATION ENTERPRISE	54,067.85	42,584.33	38,769.81-	57,882.37
MINERAL LEASING	0.00			0.00
CREDIT CARD ADJ FUND	0.00			0.00
PUBLIC TRUSTEE	0.00			0.00
SOCIAL SERVICES	659,036.09	1,099,241.06	1,025,801.80-	732,475.35
HOSPITAL DISTRICT (OPERATING)	9,247.54	917,002.13	801,924.73-	124,324.94
HOSPITAL ANTIC. WARRANTS (BOND)	0.00			0.00
CITY OF WALSENBURG	67,734.55	442,791.30	444,206.62-	66,319.23
WALSENBURG TIF	80.38	22,295.66	19,204.44-	3,171.60
WAL (DOWNTOWN REV COMM) GID 28018	32.38	116.59	133.39-	15.58
TOWN OF LAVETA	10,711.89	101,866.87	94,435.02-	18,143.74
LA VETA FIRE PROT. DIST.	2,077.11	182,191.00	158,197.29-	26,070.82
LA VETA CEMETERY DIST	189.76	16,643.26	14,451.55-	2,381.47
HUERFANO WATER CONS. DIST.	2,812.08	278,687.72	243,727.70-	37,772.10
NAVAJO WATER DIST.	327.34	32,536.34	28,019.56-	4,844.12
CUCHARA SAN. WATER DIST.	892.50	92,745.48	81,780.26-	11,857.72
LA VETA LIB. DIST.	2,071.88	181,639.08	157,719.04-	25,991.92
RYE FIRE DIST.	78.75	7,656.75	6,466.72-	1,268.78
ECONNOMIC & REVOLVING LOAN	0.00			0.00
CUCHARA BOND	0.00			0.00
UPPER HUERFANO CONSERVATION DIST	379.69	44,470.34	39,347.11-	5,502.92
UPPER HUERFANO FIRE DIST.	1,233.76	110,768.52	101,429.06-	10,573.22
HUERFANO CO FIRE PROTECTION DIST	4,099.70	424,113.16	368,949.23-	59,263.63
COUNTY CLERK	158,188.67	1,082,794.93	1,057,129.02-	183,854.58
COUNTY CLERK SUR CHARGE	3,347.61	1,805.00	750.00-	4,402.61
SCHOOL DIST. RE-1 GENERAL	26,776.14	2,770,022.21	2,719,946.34-	76,852.01
SCHOOL DIST. RE-1 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-1 BOND	4,504.02	418,261.79	365,252.68-	57,513.13
SCHOOL DIST. RE-1 INSURANCE REV.	0.47			0.47
SCHOOL DIST. RE-2 GENERAL	9,252.18	828,372.80	790,849.75-	46,775.23
SCHOOL DIST. RE-2 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-2 BOND	4,749.22	434,603.17	375,317.10-	64,035.29
TAX SALE & REDEMPTIONS	7,948.40	149,137.78	148,579.25-	8,506.93
BACK TAX UNAPPORTIONED	0.00			0.00
FEDERAL FOREST PROJECT FUND	41,966.17	16,324.30	712.50-	57,577.97
XXXX	0.00			0.00
TREASURERS FEES	0.00	137,793.15	137,793.15-	0.00
SPECIFIC OWNERSHIP	0.00	615,664.51	615,664.51-	0.00
LAND USE FUND	0.00	559,892.00		559,892.00
CONSERVATION TRUST FUND	14,605.13	9,591.46	5,049.44-	19,147.15
MOTOR VEHICLE	0.00	18,695.09	18,695.09-	0.00
FEDERAL LAND & MATERIALS ACT	367.59			367.59
US FOREST RESERVE	4,620.00			4,620.00

NAVAJO BOND	0.00			0.00
WALSENBURG HOUSING AUTHORITY	0.00	28,552.00	28,552.00-	0.00
ADVANCE TAX COLLECTIONS	13,897.49	3,902.97-	1,825.95-	8,168.57
COUNTY PROPERTY SALES	0.00	765.00		765.00
PILT	253,771.63	578,663.29	278,138.37-	554,296.55
REAL ESTATE INT.UNAPPORTIONED	0.00			0.00
BUSINESS RECRUITMENT FUND	0.00			0.00
COURT HOUSE RE-HAB	0.00			0.00
PURGATOIRE RIVER SOIL CONS. DIST.	0.42	5.00	5.07-	0.35
BUSINESS RECRUITMENT	0.00			0.00
EMERGENCY RESERVE FUND	0.00			0.00
GRAND TOTALS	$5,290,441.59	$21,074,553.70	$17,694,273.00-	$8,670,722.29

CUSTODY OF FUNDS

I, DEBRA J REYNOLDS, County Treasurer in and for the county of Huerfano in the State of Colorado, do hereby certify that the above is a true statement of the condition of the various fund as they appear from the records in my office at the close of business on June 30, 2021.

County Treasurer

Received and examined by the Board of Huerfano County Commissioners this 20 day of July, 2021.

Chairman

County Clerk

Published in the County Paper July ___, 2021.

SEMI ANNUAL REPORT OF HUERFANO COUNTY TREASURER
JANUARY 01, 2021 THRU JUNE 30, 2021

FUND	BEGINNING BALANCE	REVENUES DEPOSITS	INTEREST EARNED	TRANSFERS (IN)	DISBURSEMENTS TRANSFERS (OUT)	ENDING BALANCE
COMMUNITY BANKS OF SO COLORADO	850,475.59	1,411,376.32-		833,101.63		272,200.90
TREASURERS CASH	700.00					700.00
COLO TRUST (INVESTMENT)	1,026,487.24		348.55			1,026,835.79
BANK OF THE WEST OPERATING ACCT	183,781.46	10,489,902.51	2,426.66	6,898,466.48	15,687,388.26-	1,887,188.85
BANK OF THE WEST MM ACCT	252,273.64	1,300,000.00	30.32			1,552,303.96
BANK OF THE WEST CD START 3/29/18	300,000.00					300,000.00
HCB CD START 4/18/13-CLOSED 4/25/19	0.00					0.00
HUERFANO CONSERVATION TRUST FUND	14,605.13	9,583.15	8.31		5,049.44-	19,147.15
CSAFE (INVESTMENT)	265,882.14	950,000.00	138.78			1,216,020.92
PEAKS INVESTMENTS MANAGEMENT	200,000.00	308,694.21				508,694.21
LPL FINANCIAL	1,566,800.29					1,566,800.29
WELLS FARGO (TRANSFD TO PEAKS INV)	308,694.21				308,694.21-	0.00
PFM FUNDS - CSIP (START 2/26/13)	320,741.89		88.33			320,830.22
GRAND TOTALS	$5,290,441.59	$11,646,803.55	$3,040.95	$7,731,568.11	$16,001,131.91-	$8,670,722.29

CUSTODY OF FUNDS

HUERFANO COUNTY TREASURER
SEAL
HUERFANO COUNTY COLORADO

I, Debra J. Reynolds, County Treasurer in and for the County of Huerfano, State of Colorado, do hereby certify that the above is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on June 30, 2020.

Debra J Reynolds
County Treasurer

Received and examined by the Board of Huerfano County Commissioners this 20 day of July, 2020

Chairman

For six months - ending June 30, 2020
Filed in my office this day of July 2020

County Clerk

Published in the Huerfano World Journal Paper
July , 2020.

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

Board of County Commissioners

July 20, 2021

RE: Huerfano County Support for Cuchara Mountain Park Trail Accelerator Grant Program

Dear IMBA Trail Accelerator Review Team,

It is our pleasure to present this letter of support for the application from the Cuchara Foundation for an IMBA Trail Accelerator Grant with a focus on the Cuchara Mountain Park and the surrounding National Forest Lands.

We envision the Cuchara Mountain Park as an environmentally friendly destination for year-round recreation, education, and cultural programs in harmony with nature. We believe this grant fits within our vision for the Park and specifically our goals around outdoor experiences that are accessible to all and eco-friendly facilities and activities.

We certainly see the potential for great things at Cuchara Mountain Park and the potential for it to greatly benefit both the local community and the County at large. We hope that IMBA will be a part of that great future.

Best Regards,

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

____
Gerald Cisneros, Chairman

____
John Galusha, Commissioner

____
Arica Andreatta, Commissioner

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

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

Board of County Commissioners

July 13, 2021

Jim Swenson
161 County Road 101
Walsenburg, CO 81089

RE: Airport Contract Termination

Mr. Swenson,

We have decided to take a different direction with our operations and staffing at the Spanish Peaks Regional Airport. As such we regret to inform you that as a result of this decision we will have to terminate your contract. Per the terms of the contract, this termination will be effective Friday, August 13, 2021. Thank you for your service.

Best Regards,

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

____
Gerald Cisneros, Chairman

____
John Galusha, Commissioner

____
Arica Andreatta, Commissioner

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

Board of County Commissioners

July 20, 2021

Board of Health
Las Animas Huerfano Counties District Health Department
C/O Kim Gonzales, Executive Director

RE: Plan for a Solid Waste District

To the Board of Health,

Huerfano County has waged a long struggle with illegal dumping and inadequate trash service in parts of the County. Commissioners past and present have heard and seen these concerns, worked to resolve them, and without question progress has been made. However, we must continue to press on and innovate with the goal of protecting and preserving this land we hold dear.

Therefore, we respectfully request the Board of Health to formulate a plan for the formation of a disposal district under Part 2, Article 20, Title 30 of the Colorado Revised Statutes. Along with the required contents of such a plan, detailed in C.R.S. 30-20-202 (2), we further request that such a plan consider the following:

- The Operation of the Huerfano County Waste Transfer Station in Walsenburg and any improvements or service enhancements at that facility.
- The Operation of the El Depot Transfer Station in Gardner, the potential for deeper partnership with the El Depot Organization, as well as any improvements or service enhancements to better serve the Gardner Region
- Whether such a district should create new satellite transfer stations in other regions of the County, including but not limited to the La Veta Cuchara Region.
- Whether such a district should create, or participate in the creation of, a local or regional landfill either for specific waste stream or general purposes
- How to maximize waste diversion and recycling, and if regional partnerships might be beneficial towards that goal

Beyond the above considerations, we also request that in the formulation of this plan you consult with the following:

- The Town of La Veta
- The City of Walsenburg
- El Depot
- Mr. Ray Fisher
- The Huerfano County Planning Commission
- Relevant Huerfano County Staff, including Administrator Carl Young, Public Works Director Melanie Bounds, and County Planner Samuel Jensen.
- Potential regional partners, including Las Animas County, the City of Trinidad, and Clean Valley Recycling

This list is by no means exhaustive and we hope you will have a robust stakeholder engagement process. We hope that you will consider ideas and potential partnerships above and beyond what we have contemplated.

While statute does allow up to half a mill for the operation of a solid waste district, at this time we are not willing to ask voters for additional revenues for this purpose. We are however willing to dedicate County resources towards establishing a sustainable enterprise. The County Administrator will be available to answer questions about budgetary constraints and provide contact information should you require assistance.

Best Regards,

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

____
Gerald Cisneros, Chairman

____
John Galusha, Commissioner

____
Arica Andreatta, Commissioner

enterprise FLEET MANAGEMENT

GOVERNMENT CREDIT APPLICATION

ease complete all applicable items.

Company Name Huerfano County Government Credit Applicant ______ Year Business Started 1861

Street Address 401 Main Street Ste 201 City Walsenburg State CO Zip 81089

E-mail administrator@huerfano.us Phone # 719-738-3000 x 110 Fax # 719-738-3996

Government Entity Type: ☐ State ☒ County ☐ City ☐ Other: ______

Type of Business County Government Duns Number 014846562

Parent Company or Affiliates(Name & Address): ______

PRIMARY CONTACT INFORMATION

Name Melanie Bounds E-mail publicworks@huerfano.us Phone # 719-738-3000 x 105

Fleet Manager Address 401 Main Street Ste 105 Walsenburg, CO 81089

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☒ Yes ☐ No

Accountant Name Ronny R. Farmer - R Farmer, LLC Email Address rfarmer@farmercpas.com Phone # 719-336-7428

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☒ Audited ☐ Opinioned ☐ Internal

Published Annual Reports ☐ Yes ☒ No

come Tax Returns (3 years) ☐ Yes ☒ No

Other Items Included: ______

Federal ID Number: 84-6000772

Fiscal Year End (Month): December

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Ford Motor Credit Company, LLC	800-241-4199 x 15	fcmuni@ford.com	9501100	6
Current Vehicle Suppliers	**Phone #**	**E-Mail Address**	**Acct #**	**# of Vehicles**
☐ Purchasing ☒ Leasing ☐ Finance				
See above				

INSURANCE

Company Arthur Gallagher Risk Management Svc. Agent Anita Bruner anita_bruner@aig.com Policy # see attached cert. Exp. Date ______

Street Address 6300 South Syracuse Way, Ste 700 City Centennial State CO Zip 80111

hone # 303-889-2574 Fax # 303-889-2575

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name Huerfano County Government FEIN ______

Street Address 401 Main Street Ste 201 City Walsenburg State CO Zip 81089

Contact Name Melanie Bounds Phone # 719-738-3000 x 105 Fax # ______

Email Address publicworks@huerfano.us

BANK INFORMATION

Bank Name ______ Checking Account Only ______

Street Address ______ City ______ State ______ Zip ______

Bank Contact Name ______ Phone # ______ Fax # ______

ABA / Routing Number: ______ Account Number: ______

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

his transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (http://efmfleetaccess.efleets.com) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a $25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed Chairman of the Board of County Commissioners (Title) for Huerfano County Government (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title
Carl Young	County Administrator
Melanie Bounds	Public Works Director
Dustin Hribar	Road & Bridge Superintendent

Bond Rating: A+ Rating Agency: S&P Federal ID#: 846000772

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do herby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name: Gerald A. Cisneros

Title: Chairman of the Board of County Commissioners

Signature:

Company Name: Huerfano County Government

Date: 7/20/2021

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

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INDEMNITY AGREEMENT

This Agreement is entered into as of the ___ day of July, 2021, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Huerfano County, Colorado.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify Huerfano County, Colorado from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Huerfano County, Colorado may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between Huerfano County, Colorado and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and Huerfano County, Colorado have executed this Indemnity Agreement as of the day and year first above written.

Company: Huerfano County, Colorado	EFM: ENTERPRISE FLEET MANAGEMENT INC.
______________________	______________________
By: ____________	By: ____________
Title: ____________	Title: ____________
Address: ____________	Address: ____________
____________	____________
____________	____________
Date Signed:____________, ______	Date Signed:____________, ______

enterprise
FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of July, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of July, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Huerfano County, Colorado ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: To the extent permitted by Colorado state law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Colorado State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the Lessee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the Lessee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

______________________________	______________________________
Huerfano County, Colorado (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By______________________________	By______________________________
Title:______________________________	Title:______________________________

enterprise
FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 20th day of July, 2021, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such ssignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement nas occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness f Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Huerfano County, Colorado

Signature: ______________________

By: Gerald Cisneros

Title: Chairman, Board of County Commissioners

Address: 401 Main Street
Suite 201
Walsenburg, CO 80189

Date Signed: July 20, 2021

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: ______________________

By: John Sparger

Title: Finance Director

Address: 7201 S. Fulton St.
Centennial, CO 80112

Date Signed: ______________, ________

Initials: EFM________ Customer________

PERMIT AND AGREEMENT FOR BULK WATER USE

This permit and agreement for bulk water use ("Application") is entered into by and between the Gardner Water and Sewer Public Improvement District ("District") and:

GEOFFERY Q. AND ERICA R. THOMPSON to become effective on 7/13/2021
(Printed Name) ("Effective Date").

Applicant is requesting bulk water as a:

County Resident: X Non County Resident: __________

Licensed Contractor of Huerfano County__________

Physical address of property where water will be used:
2801 CR 634 GARDNER, TX 81040

In space provided please explain why you are requesting to open a bulk water account:
HOUSEHOLD USE

Attach proof of ownership to this form. Accepted forms of ownership are a Property Deed, Treasurers Deed, or File Maintenance print out from county Assessor's Office.

Bulk Water Rates and Administrative Fee.

County Resident Rate:
$0.04 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year will be charged $0.08 cents per gallon, limited to 1,500 gallons per month. County resident status is defined as owning a parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River drainage basin with an approved conforming primary residence on the parcel.

Non County Resident Rate:
$0.08 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year shall not be permitted. Nonresident is defined as an owner of any un-improved parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River basin, or any user outside of the Upper Huerfano River basin.

Licensed Contractor of Huerfano County:
Contractors licensed in Huerfano County shall be charged a rate of $08.5 cents per gallon and limited to 15,000 gallons per calendar year.

Administrative Fee:

A non-refundable new application administrative fee of $50.00 dollars is due at time of application submittal.

Huerfano County has land use regulations. Account holders charged with a land use violation(s) shall have their account suspended. If it is determined that a violation does exist all remaining fees will be forfeited and the account terminated. NO EXCEPTIONS. Issuance of a bulk water account does not guarantee a source of water in perpetuity.

Approval of all bulk water accounts is subject to inspection of subject property by a county representative and approval of the Board.

Applicant by signing this "Application" agrees to hold the District harmless for any damages to their property as a direct result of utilizing the Bulk Fill Station.

Customer signature: ____________ [redacted]

Phone number: 719-553-9809 ____________ e-mail address: THOMPSONGQ33@GMAIL.COM

Application received by: ____________ Date 7|13|21
Office Representative

Date application received by Public Works Director: 7|13|21

Application was reviewed at the regularly scheduled Huerfano County Board of County Commissioners meeting of 7-20-21

District approved: ________ District denied: __________

Finance staff to complete below information:

Date account opened: ___________ Account # ______________________

Administrative Fee $50.00 paid by:

Cash ______ Check _______ Attach copy of check to agreement

Card Transaction √ _________ Attach receipt from Treasurers Office

Bulk Water fee collected: ____________

Cash ______ Check _______ Attach copy of check to agreement

Card Transaction _________ Attach receipt from Treasurers Office

PERMIT AND AGREEMENT FOR BULK WATER USE

This permit and agreement for bulk water use ("Application") is entered into by and between the Gardner Water and Sewer Public Improvement District ("District") and:

Henry T. Provine (Printed Name), to become effective on July 20th 2021 ("Effective Date").

Applicant is requesting bulk water as a:

County Resident: ✓ Non County Resident: ____

Licensed Contractor of Huerfano County ✓

Physical address of property where water will be used: 1169 Meadow Ln Gardner Co.

In space provided please explain why you are requesting to open a bulk water account:

Requesting bulk water for single family
home at 1169 Meadow Ln Gardner Co. 81040
Building Permit # 20-075
Contrator Lic # 609
our home is under Construction
and we need water for house hold use.

Attach proof of ownership to this form. Accepted forms of ownership are a Property Deed, Treasurers Deed, or File Maintenance print out from county Assessor's Office.

Bulk Water Rates and Administrative Fee.

County Resident Rate:
$0.04 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year will be charged $0.08 cents per gallon, limited to 1,500 gallons per month. County resident status is defined as owning a parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River drainage basin with an approved conforming primary residence on the parcel.

Non County Resident Rate:
$0.08 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year shall not be permitted. Nonresident is defined as an owner of any un-improved parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River basin, or any user outside of the Upper Huerfano River basin.

Licensed Contractor of Huerfano County:
Contractors licensed in Huerfano County shall be charged a rate of $08.5 cents per gallon and limited to 15,000 gallons per calendar year.

Administrative Fee:

A non-refundable new application administrative fee of $50.00 dollars is due at time of application submittal.

Huerfano County has land use regulations. Account holders charged with a land use violation(s) shall have their account suspended. If it is determined that a violation does exist all remaining fees will be forfeited and the account terminated. NO EXCEPTIONS. Issuance of a bulk water account does not guarantee a source of water in perpetuity.

Approval of all bulk water accounts is subject to inspection of subject property by a county representative and approval of the Board.

Applicant by signing this "Application" agrees to hold the District harmless for any damages to their property as a direct result of utilizing the Bulk Fill Station.

Customer signature:______________ DL#_
Expir

Phone number: (925) 437-6070 e-mai

Application received by: 11.10.2020 Date______________
Office Representative

Date application received by Public Works Director: 11-10-20

Application was reviewed at the regularly scheduled Huerfano County Board of County Commissioners meeting of _ 07.20.2021____

District approved: ________ District denied: __________

Finance staff to complete below information:

Date account opened: ___________ Account #_____________________

Administrative Fee $50.00 paid by:

Cash ______ Check__✓____ Attach copy of check to agreement # 2299

Card Transaction _________ Attach receipt from Treasurers Office

Bulk Water fee collected: ____________

Cash ______ Check_______ Attach copy of check to agreement

Card Transaction _________ Attach receipt from Treasurers Office

PC Contract No.______________

COLORADO ARCHITECTURAL PAINT
STEWARDSHIP PROGRAM
901 New York Avenue NW, Suite 300W
Washington DC 20001
(855) 724-6809
Fax: (855) 385-2020
www.paintcare.org

Colorado
Architectural Paint Stewardship Program Transfer Station, Recycling Facility, and Landfill Waste Paint Management Services Agreement

Between

PaintCare Inc.

and

Huerfano County Government

Last updated August 13, 2018

Colorado Architectural Paint Stewardship Program
Transfer Station, Recycling Facility, and Landfill Drop-Off Site and Waste Paint Management Agreement

This Agreement ("Agreement") is made by and between Huerfano County Government located at 401 Main Street, Ste 201, Walsenburg, CO 81089 (the "Service Provider") and PaintCare Inc., a Delaware corporation having its office at 901 New York Avenue NW, Suite 300W, Washington, D.C. 20001. ("PaintCare").

RECITALS

Whereas, PaintCare is the representative organization of the Colorado Architectural Paint Stewardship Program (the "Program"), as set forth in by the Architectural Paint Stewardship Act (Senate Bill 14-029), codified at C.R.S. §§ 25-17-401-410 (the "Legislation"), that is organized to develop and implement a recovery program to reduce the generation of post-consumer architectural paint, to promote the direct reuse of post-consumer architectural paint, and to negotiate and execute agreements to collect, transport, directly reuse, recycle, and dispose of paint using environmentally sound management practices;

Whereas, the PaintCare desires to enter into agreements with hazardous waste and paint Drop-Off Sites for the purpose of collecting Program Products;

Whereas, the Service Provider operates one or more sites in Colorado that serve the waste and paint management needs of residents but generally do not involve collection of hazardous waste; and

Whereas, the parties wish to enter into this Agreement, which describes the terms and conditions under which the Service Provider will act as an authorized Drop-Off Site(s) for the Program;

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows.

ARTICLE 1 – DEFINITIONS

1.1 "Collect/Collected/Collection" means accepting Program Products from the public at Drop-Off Sites, and screening those incoming materials in accordance with the Program Guidelines to determine which materials are acceptable Program Products.

1.2 "Collection Bins" are containers provided by or approved for use by PaintCare or its contractors to hold Program Products.

1.3 "Direct Reuse" or "Direct Reusing" means selling or giving away of Collected Program Products to the public in its original container without combining it with Program Products from other containers.

1.4 "Drop-Off Sites" are those sites that are owned, leased, subleased, or otherwise controlled by the Service Provider, and identified in Attachment B ("Drop-Off Site Information"), as may be amended by the parties from time-to-time.

1.5 “Effective Date” means the date that the parties’ obligations begin under this Agreement. The Effective Date for this Agreement is the date of the later signature below.

1.6 ‘‘Haulers” mean independent contractors hired by PaintCare to transport Program Products from the Drop-Off Sites.

1.7 “Including” (whether or not capitalized) means “including but not limited to.”

1.8 “Law” means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, permits, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program. Such Laws may include, without limitation, all applicable federal, state and local laws, and federal programs delegated by the U.S. Environmental Protection Agency “(EPA”) and the U.S. Occupational Safety and Health Administration (“OSHA”) governing the generation, handling, management, treatment, storage, or disposal of wastes and hazardous wastes, including the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*,

1.9 “Loose Packing/Loose Packed” means placing acceptable Program Products into Collection Bins provided by or approved for use by PaintCare in a manner that is conducive to safe and efficient transport

1.10 “Non-Program Products” mean products not covered by the Program that are collected and managed by the Service Provider.

1.11 “Program Guidelines” mean the “Colorado Architectural Paint Stewardship Program Guidelines for Transfer Station, Recycling Facility, and Landfill Drop-Off Sites” in Attachment D, as may be updated by PaintCare from time to time by providing advance written notice to the Service Provider.

1.12 “Program Products” mean the materials described in Section 3 of the Program Guidelines.

1.13 “Services” mean all services described in this Agreement and in the Attachments hereto to be performed by the Service Provider.

1.14 “State” means the State of Colorado.

1.15 “Written” or “In Writing” (whether or not capitalized) means in a written communication in hardcopy or electronic form, including email.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement will commence upon the Effective Date and, unless terminated under Article 7 (“Agreement Termination”), will remain in full force and effect for a period of two (2) years.

2.2 This Agreement will automatically renew for additional successive one (1) year terms, unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed.

2.3 Upon any expiration or termination of this Agreement, the Service Provider shall (i) assemble all Collection Bins supplied by PaintCare whether or not full, and make them available for pick up by a Hauler at one of the Drop-Off Sites, and (ii) cooperate with PaintCare in good faith to undertake an orderly cessation of the Services.

ARTICLE 3 –OBLIGATIONS OF THE SERVICE PROVIDER

3.1 In consideration of PaintCare's obligations set forth below, the Service Provider agrees to perform the Services described in Attachment A ("Scope of Work") and perform such Services in accordance with the terms and conditions of this Agreement.

3.2 The Service Provider (and not PaintCare) is responsible for:

a) making day-to-day and critical decisions regarding the Services including the Collection, identification, handling, and sorting of Program Products;

b) providing a safe and environmentally-protective work area, including using safe practices for handling, storing, and managing Program Products and providing any personal protective equipment to the Service Provider's employees, as may be required by the Occupational Safety and Health Administration (OSHA) or under other applicable Law;

c) complying with all Law applicable to the Service Provider's performance of the Services; and

d) any Non-Program Products that the Service Provider accepts at the Drop-Off Sites to be managed outside of the Program.

3.3 The Service Provider shall secure and lock the Drop-Off Sites at all times when they are closed or not attended.

3.4 The Service Provider shall strive to comply in all material respects with the Program Guidelines. The Service Provider will notify PaintCare in writing if the Service Provider is unable to comply with any aspect of the Program Guidelines.

3.5 Service Provider is responsible for and will manage at its sole expense any and all Non-Program Products it collects at the Drop-Off Sites. PaintCare in no way accepts responsibility for such Non-Program Products.

3.6 The Service Provider shall not charge Program participants a fee relating to any costs that are covered by the Program. To avoid any fee practices at Drop-Off Sites that may reflect badly on the Program, the Service Provider must consult with PaintCare and obtain its approval before charging Program participants a fee for dropping off Program Products, such approval not to be unreasonably withheld. Nothing in this Agreement prohibits the Service Provider from charging fees to participants for dropping off Non-Program Products.

3.7 The Service Provider shall provide the Services at its own risk and take every precaution to protect all public and private property during the performance of the Services. If the Service Provider's personnel or equipment cause any damage to PaintCare's or one of its contractor's property, the Service Provider, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage.

3.8 Either party may amend Attachment B ("Drop-Off Site Information") to add or delete sites subject to the other party's prior written approval for each such addition/deletion.

3.9 Work under this Agreement shall be performed only by competent personnel under the management, supervision, and direction of, or in the employment of, the Service Provider. All personnel working for or at the direction of Service Provider must be managed, supervised, and directed by the Service Provider.

3.10 Project deliverables, as identified in Attachment A ("Scope of Work"), including all notifications and reports, are as integral a part of the Services as are the technical requirements. The Service Provider shall comply with all reasonable requests from PaintCare for preparation, access, review, and adjustment of these deliverables throughout the term of this Agreement.

3.11 The Service Provider shall inspect the Collection Bins upon arrival and determine whether they are in proper condition for use. PaintCare is responsible for replacing any defective Collection Bins and repairing normal wear-and-tear to the Collection Bins. The Service Provider shall immediately notify PaintCare if at any point during the term of the Agreement a Collection Bin(s) is not in proper condition for use and shall not use any such defective Collection Bins until they are repaired or replaced by PaintCare. The Service Provider is solely responsible for any damage, loss, or liability arising from its failure to comply with this paragraph.

ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES

The Service Provider represents, covenants, and warrants that:

4.1 It is a county government in good standing and qualified to carry on business in the State and has the approval, capacity, and authority to enter into this Agreement and to fully perform its obligations under this Agreement;

4.2 This Agreement does not in any way conflict with any other agreements of the Service Provider;

4.3 It possesses the business, professional, and technical expertise, training, and equipment required to perform the Services;

4.4 It understands the nature and scope of the Services under this agreement and shall perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services;

4.5 It and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services; and

4.6 It does not intentionally collect any hazardous waste from the public at the Drop-Off Sites, other than hazardous waste qualifying as "Universal Waste" under federal rules (40 CFR 273) or state law equivalents.

ARTICLE 5 – PAINTCARE OBLIGATIONS

5.1 Upon receiving a request from the Service Provider, PaintCare will arrange at its expense for a Hauler to pick up Collected Program Products from the specified Drop-Off Site and transport them to intermediary locations, processors, or other final destinations that are part of the Program. PaintCare will arrange for such pickups to occur within five (5) business days of the date of the Service Provider's request (for Drop-Off Sites in urban areas) or within ten (10) business days of the Service Provider's request (for Drop-Off Sites in rural areas).

5.2 PaintCare shall provide the Service Provider with a spill kit, consumer brochures, and signage relating to the Program.

5.3 PaintCare shall provide or approve for use Collection Bins for each Drop-Off Site providing the Services. All Collection Bins supplied by PaintCare shall remain the property of PaintCare.

5.4 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Service Provider. The Service Provider shall not restrict PaintCare from contracting with other entities under the Program.

5.5 If PaintCare or a Hauler causes any damage to the Service Provider's property, PaintCare shall, at no expense to the Service Provider, either (i) promptly replace the damaged property or repair it to the condition existing before the damage, or (ii) require the Hauler to replace the damaged property or repair it to the condition existing before the damage.

5.6 PaintCare will pay the Service Provider for any optional management of Program Products that Service Provider conducts, as set forth in Attachment A ("Scope of Work").

ARTICLE 6 – COVENANTS OF PAINTCARE

PaintCare covenants, represents and warrants to the Service Provider that:

6.1 PaintCare is a non-profit corporation validly existing under the laws of Delaware;

6.2 PaintCare has the corporate power, capacity and authority to enter into and complete this Agreement; and

6.3 The execution and delivery of this Agreement has been validly authorized by all necessary corporate action by PaintCare.

ARTICLE 7 – AGREEMENT TERMINATION

7.1 PaintCare or the Service Provider may terminate this Agreement at any time upon thirty (30) days' written notice to the other party, without cause.

7.2 Either party may terminate this Agreement upon prior written notice if the other party:

a. has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach from the other party; or

b. has violated applicable Law.

ARTICLE 8 – TITLE AND RISK OF LOSS

8.1 As between PaintCare and the Service Provider, The Service Provider has title to and risk of loss and liability for any and all Program Products and Non-Program Products that the Service Provider receives at the Drop-Off Sites, including any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* and under state, local, or other applicable Law. PaintCare at no time takes title to or assumes liability for any materials that the Service Provider accepts at the Drop-Off Sites; however, for the Program Products that the Service Provider collects under the Program, PaintCare shall require in its contracts with its Haulers that the Haulers accept such title and risk of loss immediately upon accepting those Program Products for transportation from a Drop-Off Site.

8.2 PaintCare is in no way responsible or liable for any Non-Program Products that the Service Provider accepts at a Drop-Off Site to be managed outside of the Program, including any management of those materials undertaken by the Service Provider or third parties.

8.3 PaintCare is not responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by the Service Provider, or by any of the Service Provider's employees or contractors, including the Collection Bins.

8.4 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES; HOWEVER, NOTHING IN THIS PARAGRAPH CONSTITUTES A LIMIT OF THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS IN ARTICLE 11 ("INDEMNIFICATION").

ARTICLE 9 – CONSIDERATION AND PAYMENT

9.1 As consideration under this Agreement, PaintCare will (i) provide the Service Provider with Collection Bins and spill kits, (ii) facilitate the transportation and processing of Program Products by Haulers as set forth in this Agreement, (iii) pay the Service Provider as set forth in Attachment A ("Scope of Work"), and (iv) perform other services incident to the management of the Program.

9.2 PaintCare's payments to the Service Provider for fulfilling its reporting obligations under this Agreement will be made in U.S. currency and in the manner set forth in Attachment A ("Scope of Work"). Other than payments for the reporting of any Direct Reuse of Program Products as specified in this Agreement, PaintCare will not provide the Service Provider with any monetary compensation or reimbursement for the

Service Provider's performance of the Services, including the collection of Program Products .

9.3 The Service Provider shall invoice PaintCare on a monthly basis, either by hardcopy or electronically, as determined by PaintCare. Invoices furnished by the Service Provider under this Agreement must meet the requirements set forth below. PaintCare reserves the right to refuse payment of any invoice or portion thereof that does not meet the requirements set forth in this Agreement.

a. Each invoice must include the information included in Attachment C ("Model Invoice"), including:

   i. a unique, identifying invoice number;
   ii. the name of the Service Provider;
   iii. the name and address of the payee
   iv. the Drop-Off Site location or Temporary Event location/date;
   v. the date(s) on which the invoiced Services were provided;
   vi. the specific work categories of Services provided for under the Agreement;
   vii. the specific quantity of units invoiced under each category, as appropriate;
   viii. the unit price for each category;
   ix. the invoiced amount for each category; and
   x. any additional information as agreed to in writing by the parties that is unique to the Services being performed.

b. Each invoice must include the signature of the Service Provider employee responsible for submitting the invoice and a certification that the invoice accurately reflects the work performed.

9.4 All amounts paid by PaintCare to the Service Provider are subject to audit by PaintCare.

9.5 The Service Providershall submit all invoices to PaintCare by the method directed by PaintCare and/or at the address specified below.

To: PaintCare Inc.
Attn: PaintCare Accounting
Fax: (855) 385-2020
E-mail: paintcare@bill.com
Address: 901 New York Avenue NW, Suite 300W
Washington, DC 20001

9.6 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, PaintCare shall pay such invoice within forty-five (45) days of the date that PaintCare receives the invoice. In the event PaintCare has a good-faith objection to an invoice, PaintCare shall pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in Article 16 ("Dispute Resolution") will be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider shall continue with its responsibilities under this Agreement and shall not stop providing the Services or terminate the Agreement; and PaintCare shall make all payments due to the Service Provider over which there is no good-faith dispute.

9.7 PaintCare's payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by PaintCare.

9.8 The Service Provider warrants that, to the best of its knowledge, all documents, including invoices, billings, back-up information for invoices, and reports, submitted by the Service Provider to PaintCare to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that PaintCare, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Service Provider shall promptly notify PaintCare upon discovery of any instances where the Service Provider becomes aware of any discrepancies in relation to documents under this Article.

ARTICLE 10 – AUDIT AND INSPECTION RIGHTS

10.1 PaintCare and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement and the applicable Law; and (b) consult with the Service Provider about such compliance; provided, however, that PaintCare has no authority or ability to control, supervise, or manage (i) the employees of the Service Provider, (ii) the activities undertaken by the Service Provider in the performance of this Agreement, and (iii) the means by which the Service Provider meets all requirements under this Agreement, including compliance with applicable Law.

10.2 PaintCare may visit and inspect, with full access, the Drop-Off Sites during the Drop-Off Sites' hours of operation.

10.3 The Service Provider will maintain and to make available to PaintCare, during regular business hours, accurate books and accounting records relating to its Services under this Agreement, including those records identified in Attachment A ("Scope of Work"). The Service Provider will permit PaintCare to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of materials, records and other data related to all other matters covered by this Agreement. The Service Provider shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this Agreement or until after final audit has been resolved, whichever is later. The Service Provider will include this requirement in any subcontract for the performance of any of the Services under this Agreement.

10.4 The Service Provider shall have all customers taking Program Products managed via Direct Reuse sign the Direct Reuse Paint Waiver, as set forth in Appendix B to the

Program Guidelines or any variation thereof approved by PaintCare in writing. If the Service Provider does not use a waiver form complying with this section, the Service Provider (and not PaintCare) accepts all risk and liability relating to the Direct Reuse materials.

ARTICLE 11 – INDEMNIFICATION

11.1 **The Service Provider's Indemnification of PaintCare.** To the extent permitted by Law, the Service Provider, its successors and assigns, agrees to indemnify, defend, and hold harmless PaintCare and its sole member (as identified in PaintCare's Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, "Indemnified Parties") from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with the performance of the Services (whether by the Service Provider or any subcontractor of the Service Provider), the Service Provider's operation of a Drop-Off Site, or the Service Provider's performance of its obligations under the Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of this Agreement attributable to an Indemnified Party.

11.2 **PaintCare's Indemnification of Service Provider.**

a. PaintCare shall indemnify, defend, and hold harmless the Service Provider, its agents, elected officials, and employees, from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with PaintCare's performance of its obligations under the Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of this Agreement attributable to the Service Provider, its agents, elected officials, or employees.

b. PaintCare shall require in its contracts with its Haulers that the Haulers agree to indemnify the Service Provider, its agents, elected officials, and employees, from and against all claims, losses, damages, liabilities, expenses, and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which result from or arise out of the Hauler's (or its subcontractors') transportation or processing/disposal of any Program Products that the Hauler picks up from any of the Service Provider's Drop-Off Sites. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of this Agreement attributable to the Service Provider, its agents, elected officials, or employees.

ARTICLE 12 - INSURANCE

12.1 The Service Provider at its own expense shall carry throughout the term of this Agreement appropriate commercial general liability insurance with limits for each of not less than $1 million for each occurrence, as well as any other insurance, such as, for example and without limitation, worker's compensation and automobile insurance, to the extent and in the amounts required by applicable Law.

12.2 To the extent the Service Provider's commercial general liability insurance includes a blanket provision adding additional insured where required by contract, this Agreement is deemed to require that PaintCare and its officers, agents, and employees are named as additional insured on the Service Provider's commercial general liability insurance. The Service Provider does not need to comply with this paragraph if its commercial general liability insurance does not include such a blanket provision.

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTING

13.1 The Service Provider may not assign, novate, or otherwise transfer (including transfer by operation by law) this Agreement or the obligations and rights hereunder without the express written consent of PaintCare, which consent shall not be unreasonably withheld. Any change of control by the Service Provider constitutes an assignment that requires prior written consent. A "change of control" includes, among other items, any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of the Service Provider. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.

13.2 Either party may subcontract any part of its obligations under this Agreement. Nothing contained in this Agreement or otherwise, creates any contractual relationship between a party and any subcontractor of the other party. A subcontract does not relieve a party of its responsibilities and obligations hereunder. It is the subcontracting party's responsibility to ensure that any subcontractor is aware and complies with the terms of this Agreement relating to the services being performed by that subcontractor. The subcontracting party agrees to be as fully responsible to the other party for the acts and omissions of its subcontractors as it is for its own acts and omissions.

13.3 The Service Provider's obligation to pay its subcontractors is an obligation independent from PaintCare's obligation to make payments to the Service Provider. Neither party has an obligation to pay or to enforce the payment of any moneys to any subcontractor of the other party.

ARTICLE 14 – FORCE MAJEURE

14.1 Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of an occurrence of Force Majeure. In the event that either party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.

14.2 An occurrence of “Force Majeure” means (i) riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature (or a threat of any such items) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days, or (ii) federal or state government orders, any of which is beyond the reasonable anticipation of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

ARTICLE 15 – NOTICES

15.1 Except where otherwise expressly authorized, notice will be by email, facsimile, first-class certified or registered mail, or by commercial delivery service issuing a receipt for delivery and addressed as set forth below. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: PaintCare Inc.
Attn: PaintCare General Counsel
Fax: (855) 385-2020
Email: Legal@paintcare.org
Address: 901 New York Avenue NW, Suite 300W
Washington, DC 20001

To: Huerfano County Public Works Department
Attn: Melanie Bounds
Fax: N/A
Email: publicworks@huerfano.us
Address: 401 Main Street, Ste. 306
Walsenburg, CO 81089

ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS

16.1 The parties intend that the Service Provider, in performing the services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

16.2 The Service Provider, or its subcontractors, as appropriate, shall be solely liable and responsible for providing all compensation and benefits to all persons performing work on its behalf pursuant to this Agreement. PaintCare has no liability or responsibility for the payment or nonpayment by the Service Provider, or its subcontractors, of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes to any personnel performing work on behalf of the Service Provider.

16.3 The Service Provider understands and agrees that all persons performing work on its behalf pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Service Provider and not employees of PaintCare. The Service Provider is solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Service Provider pursuant to this Agreement.

16.4 The Haulers are independent third-party contractors and are not employees, partners, subcontractors, or agents of either party. Neither party is liable for the acts or omissions of the Haulers under this Agreement.

ARTICLE 17 - DISPUTE RESOLUTION

17.1 Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.

17.2 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement shall be exclusively settled by arbitration under the laws of the State, in accordance with the rules of the American Arbitration Association.

17.3 The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from or relating to this Agreement.

17.4 Each party hereto accepts the jurisdiction of the courts of the State for the purposes of commencing, conducting and enforcing an arbitration proceeding pursuant to this Article. Each party hereto further agrees to accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party and such notice shall have the same effect as if the party had been personally served within the State.

17.5 Any decision of an arbitrator engaged under this Article shall be final, binding, and enforceable upon both parties.

17.6 Both parties shall continue performing their respective responsibilities under this Agreement during any dispute.

ARTICLE 18– COMPLIANCE WITH LAW

18.1 The Service Provider shall comply with all Law applicable to this Agreement. Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

18.2 The Service Provider shall promptly notify PaintCare in writing of:

a) any failure, or any allegation of any failure, of the Service Provider or other persons or entities to comply with any applicable Law;

b) any act or omission by the Service Provider or other persons or entities, relevant to the performance of Services or any requirement of this Agreement; and

c) any spill or release of a hazardous substance or other material at a Drop-Off Site that requires reporting to any governmental authority under applicable Law or that presents or may present an imminent and substantial endangerment to public health or welfare or the environment.

18.3 The Service Provider shall not permit an unsecure, unsafe, unhealthful, or environmentally unsound condition or activity at any Drop-Off Site. Should any such condition or activity occur, the Service Provider shall immediately halt any part of its operations affected by or contributing to the same, promptly notify PaintCare, and take appropriate measures to correct the situation. Nothing herein relieves the Service Provider of any responsibility it may have under applicable permit or law to report any such condition or activity, or otherwise respond to such occurrence.

ARTICLE 19 – CONFIDENTIALITY/PUBLICITY

19.1 The Service Provider will not disclose the terms of this Agreement to any third party without PaintCare's prior written authorization, except as may be otherwise provided hereunder or required by law. This obligation will survive after any termination or expiration of this Agreement. Nothing in this Agreement prohibits the Service Provider from publishing its role and participation in the PaintCare program. Notwithstanding the foregoing the Service Provider shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the PaintCare service mark without the prior written consent of PaintCare, which consent will not be unreasonably withheld. The Drop-Off Sites and any events may be listed, referenced, or advertised as collection sites by PaintCare for the Program during the term of this Agreement in accordance with the Program Guidelines.

19.2 To the extent that the Service Provider is subject to disclosure requirements under applicable federal, state, and local public record laws (collectively, "the Disclosure Laws"), the following additional terms apply:

a. In the event the Service Provider receives a request under the Disclosure Laws for disclosure of this Agreement or any portion thereof, the Service Provider may comply with the request as required under the Disclosure Laws. The Service Provider must notify PaintCare in writing within five (5) business days of making any such disclosure, such notification to include the identity of the requestor and a copy of what information was disclosed.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

20.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

20.2 **Selective Waiver.** Either party hereto may waive any default by the other party under this Agreement by an instrument in writing to that effect and any such waiver shall not extend to any subsequent or other default by the other party. No failure on the part of any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

20.3 **Entire Contract/Order of Precedence.** This Agreement and all attachments hereto constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein.

20.4 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by authorized representatives of the parties hereto.

20.5 **Governing Law.** This Agreement is executed and intended to be performed in the State, and the laws of that State shall govern its interpretation and effect. Any legal proceedings regarding this Agreement initially shall be brought before a court of jurisdiction prescribed by law in the State.

20.6 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired or invalidated thereby.

20.7 **Calendar Days.** Any reference to the word “day” or “days” herein means calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day is the applicable deadline.

20.8 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or any party in connection therewith.

20.9 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that it has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.

20.10 **Survivability**. The continuing obligations, rights, and remedies of the parties under this Agreement will survive the expiration or termination of this Agreement, including those set forth in: Article 8 (“Title and Risk of Loss”); Article 10 (“Audit and Inspection Rights”); Article 17 (“Dispute Resolution”); Article 18 (“Compliance with Law”); Article 19 (“Confidentiality/Publicity”); and Article 20 (Miscellaneous).

Signature page to follow

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement on the date set forth below.

Huerfano County Government
(*Print Service Provider's Legal Name*)
By:

____
(*Authorized signatory*)

Gerald A. Cisneros
(*Print Name and Title*)

Date: July 20, 2021

PAINTCARE INC.
By:

____
(*Authorized signatory*)

____
(*Print Name and Title*)

Date:______________________________

ATTACHMENT A: SCOPE OF WORK

The Services to be performed by the Service Provider under this Agreement include the following:

1) Collect Program Products at the Drop-Off Sites.

2) Manage at the Drop-Off Sites (or other locations approved by PaintCare in writing) all Program Products Collected at the Drop-Off Sites only in the following ways and not dispose of Program Products in any other method without the written approval of PaintCare:

   a) by Loose Packing; or

   b) by placing acceptable latex paint or oil-based paint "as is" out for Direct Reuse.

3) Notify PaintCare's Hauler when the Service Provider Collects Program Products that are ready for pick up by the Hauler.

4) Report to PaintCare any spills or any health or safety incidents reportable by Law as soon as possible after the occurrence.

5) Maintain the following records and provide copies to PaintCare upon reasonable request:

   a) for each pick-up of Program Products by a Hauler from a Drop-Off Site, a bill of lading, manifest, or equivalent shipping documentation specifying the following:

      i. The name, address, and telephone number of the originating Drop-Off Site, the Hauler, and the destination of the Program Products;

      ii. The quantity of Program Products being transported;

      iii. The date on which the Hauler accepts the Program Products from the originating location; and

      iv. The signatures of the Hauler and a representative of the originating Drop-Off Site.

   b) Paint Drop-Off Log, as required in Appendix A to the Program Guidelines, as applicable;

   c) records detailing the quantity of paint managed through Direct Reuse at each Drop-Off Site;

   d) "Direct Reuse Paint Waivers," as set forth in Appendix B to the Program Guidelines (or any variation thereof approved by PaintCare in writing); and

   e) Employee Training records, as required in Appendix C to the Program Guidelines

   f) all other reporting information required by Law.

DIRECT REUSE PRICING

Select one of the following options:

Direct Reuse Option 1 (Per-Container)*	Direct Reuse Option 2 (Per-Gallon)**
$6.00 per 5-gallon container $1.20 per 1-gallon container $0.30 per 1-quart container	$1.60 per gallon
**To receive compensation on a per-container basis, all Program Product containers managed via Direct Reuse must be at least fifty-percent (50%) full.* *PaintCare does not offer compensation for containers smaller than 1-quart under the per-container reimbursement option.* *Invoices for Direct Reuse must separately break out the number of containers of oil-based Program Products versus latex Program Products.*	***Gallons may be estimated according to any process that reasonably approximates actual volume. If requested by PaintCare, Service Provider must provide a detailed explanation of its estimation process.* *Invoices for Direct Reuse must separately break out the number of gallons of oil-based Program Products versus latex Program Products.*

Direct Reuse option selected by Service Provider: _______

Attachment B: Drop-Off Site/Event Information

Please complete all sections for permanent sites; complete sections A-B for temporary events.

A. Basic Site Information	
1. Name of site	Huerfano County Waste Transfer Station
2. Street address for site	107 Industrial Blvd
3. City, state, zip code for site	Walsenburg, CO 81089
4. Permit holder (if applicable)	
5. Service area (counties/cities/towns)	Huerfano County

6. Type of Site: ☐ HHWCF ☐ One-Day HHW Event x Transfer Station ☐ Paint-Only Event ☐ Other: ____

7. If One-Day Event: Date/Hours	
B. Contacts	
8. Primary contact's agency/company	Huerfano County Government
9. Primary contact's name and title	Melanie Bounds – Public Works Director
10. Primary contact's email and phone #	publicworks@huerfano.us 719-738-3000 x 105
11. Second contact's agency/company	Huerfano County Government
12. Second contact's name and title	Carl Young – County Administrator
13. Second contact's email and phone #	cyoung@huerfano.us 719-738-3000 x 110
C. Information for Household Customers	
14. Phone # for households	
15. Website for households	
16. Days/hours for households	
17. Volume limits for households	
D. Info for Businesses (if applicable)	
18. Days/hours for businesses	
19. Phone # for businesses, if different	
20. Website for businesses, if different	www.huerfano.us
21. Admin fee for businesses, if any	
22. Volume limits for businesses	
E. Other	
23. Is paint given away for reuse?	☐ yes x no
24. Best newspapers and radio stations for promoting this site?	Huerfano World Journal Newspaper
25. Would you like PaintCare to list this site in print ads* in your area?	x yes ☐ no
26. Additional info or special notes for your site on PaintCare's site locator	

**Site listings in print ads are for permanent sites only. PaintCare does not list one-day events in print ads.*

Site ID No. ________ (internal use only)

Drop-Off Site/Event Information #2

Please complete all sections for permanent sites; complete sections A-B for temporary events.

A. Basic Site Information

1. Name of site
2. Street address for site
3. City, state, zip code for site
4. Permit holder (if applicable)
5. Service area (counties/cities/towns)
6. Type of Site: ☐ HHWCF ☐ One-Day HHW Event ☐ Transfer Station ☐ Paint-Only Event ☐ Other: ______
7. If One-Day Event: Date/Hours

B. Contacts

8. Primary contact's agency/company
9. Primary contact's name and title
10. Primary contact's email and phone #
11. Second contact's agency/company
12. Second contact's name and title
13. Second contact's email and phone #

C. Information for Household Customers

14. Phone # for households
15. Website for households
16. Days/hours for households
17. Volume limits for households

D. Info for Businesses (if applicable)

18. Days/hours for businesses
19. Phone # for businesses, if different
20. Website for businesses, if different
21. Admin fee for businesses, if any
22. Volume limits for businesses

E. Other

23. Is paint given away for reuse? ☐ yes ☐ no
24. Best newspapers and radio stations for promoting this site?
25. Would you like PaintCare to list this site in print ads* in your area? ☐ yes ☐ no
26. Additional info or special notes for your site on PaintCare's site locator

**Site listings in print ads are for permanent sites only. PaintCare does not list one-day events in print ads*

Site ID No. ________ (internal use only)

ATTACHMENT C: MODEL INVOICE

Invoice Date:	
Invoice Number:	
Service Period (Date Range or Month):	

Name of Company/Organization:	
Drop-Off Site Street Address:	
Drop-Off Site City/State/Zip:	
PaintCare Site ID (e.g., CA8954):	

A. Reuse If Tracked by Container Size (Quantity)

Paint type and container size	Quantity of Containers	Rate per Container	Invoice Amount
Latex in 5-gallon containers		$6.00	
Latex in 1-gallon containers		$1.20	
Latex in 1-quart containers		$0.30	
Oil-Based in 5-gallon containers		$6.00	
Oil-Based in 1-gallon containers		$1.20	
Oil-Based in 1-quart containers		$0.30	

B. Reuse If Tracked by Volume (Gallons)

Paint type	Rate per Gallons	Invoice Gallon	Amount
Latex		$1.60	
Oil-Based		$1.60	

Invoice Total

PAYMENT INFORMATION

Make Checks Payable to:	
Payment mailing address:	
Contact Person & Title:	
Contact Phone & Email:	

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks reimbursement through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation (if any) is accurate.

Signed: ____________________ Title: ____________________

Print Name: ____________________ Date: ____________________

ATTACHMENT D: COLORADO ARCHITECTURAL PAINT STEWARDSHIP PROGRAM GUIDELINES FOR TRANSFER STATION, RECYCLING FACILITY, AND LANDFILL DROP-OFF SITES

*****Attached separately*****

QUOTATION / CONTRACT

JURGENS INC. D/B/A

Taylor Fence Company of Pueblo

211 SANTA FE DRIVE - P.O. BOX 1756 - PUEBLO, CO 81002
PHONE (719) 542-5076 - FAX (719) 542-5078

SYMBOL OF QUALITY AND WORKMANSHIP

SUBMITTED TO:

HUERFANO COUNTY

MELANIE

DATE: 7/16/2021
PHONE: 719-251-4486
EMAIL: publicworks@huerfano.us

WE PROPOSE TO FURNISH MATERIALS AND/OR PERFORM WORK DESCRIBED AND PRICED AS FOLLOWS:

FENCE HEIGHT: 6'+Barbwire=7'OA
TOP RAIL SIZE: 1-5/8"OD PIPE
GAUGE: 9 GA
TERMINAL POST: 2-7/8"OD PIPE
GATES: 1 - 12' X 7'OA DOUBLE DRIVE GATE
LINE POST: 1-7/8"OD PIPE
FENCE TYPE: 7' OA CHAIN LINK HEAVY INDUSTRIAL

PROJECT: **GARDNER - PUMP HOUSE**
REVISED 7-16-21

WE ARE GLAD TO PROVIDE A BUDGETARY QUOTE FOR ALL MATERIAL, CONCRETE, AND LABOR TO INSTALL 200 FEET OF 7'OA CHAIN LINK FENCE PER YOUR REQUEST.

200'	7'OA 9 GA CHAIN LINK FENCING COMPLETE WITH 1-7/8"OD PIPE LINE POST, 1-5/8"OD PIPE TOP RAIL AND 7 GA TENSION WIRE
2	2-7/8"OD PIPE END POST COMPLETE WITH BRACING
4	2-7/8"OD PIPE CORNER POST COMPLETE WITH BRACING
1	12' X 7'OA DOUBLE DRIVE GATE

$ 16,121.00

Exclusions:

~ Electrical grounding.
~ Warning signs
~ Removal of existing fence

Notes:

~ If you have any questions, please contact us.
~ **No fence specifications provided with RFQ.**
~ Current lead time is 16 weeks ARO.
~ This quote assumes installation in the dirt and does not account for extreme digging conditions.
~ If bond is required, add 1.5%.
~ Any changes to current landscaping may impact this estimate.
~ Liability & Workman's Compensation Insurance Certificate available upon request.
~ Licensed and Bonded.
~ All material and workmanship guaranteed for one year.
~ Pricing valid for SEVEN days due to the volatility of the current market..
~ This quote does NOT include Davis-Bacon Wages.

Customer's Responsibility:

~ Acquire all building permits required.
~ Locate and mark all property pins and all private utility lines.
~ Mark sprinkler lines and or/ relocate existing sprinkler lines away from proposed fence line.
~ Repair any damaged unmarked sprinkler lines or private utility lines.
~ Grade, grub and mow the jobsite as required and stake the proposed fence line.

THIS QUOTATION IS FOR: MATERIAL ONLY [ ] MATERIAL & LABOR [X] LABOR ONLY [ ]

THIS QUOTATION IS SUBJECT TO BUYERS ACCEPTANCE WITHIN 30 DAYS.

YOUR ACCEPTANCE WILL CONSTITUTE AN ORDER WHICH, WITH OUR OFFICE APPROVAL, WILL BECOME AN AGREEMENT BETWEEN US.

PLEASE SIGN THE ORIGINAL

RESPECTFULLY SUBMITTED,

TAYLOR FENCE COMPANY OF PUEBLO

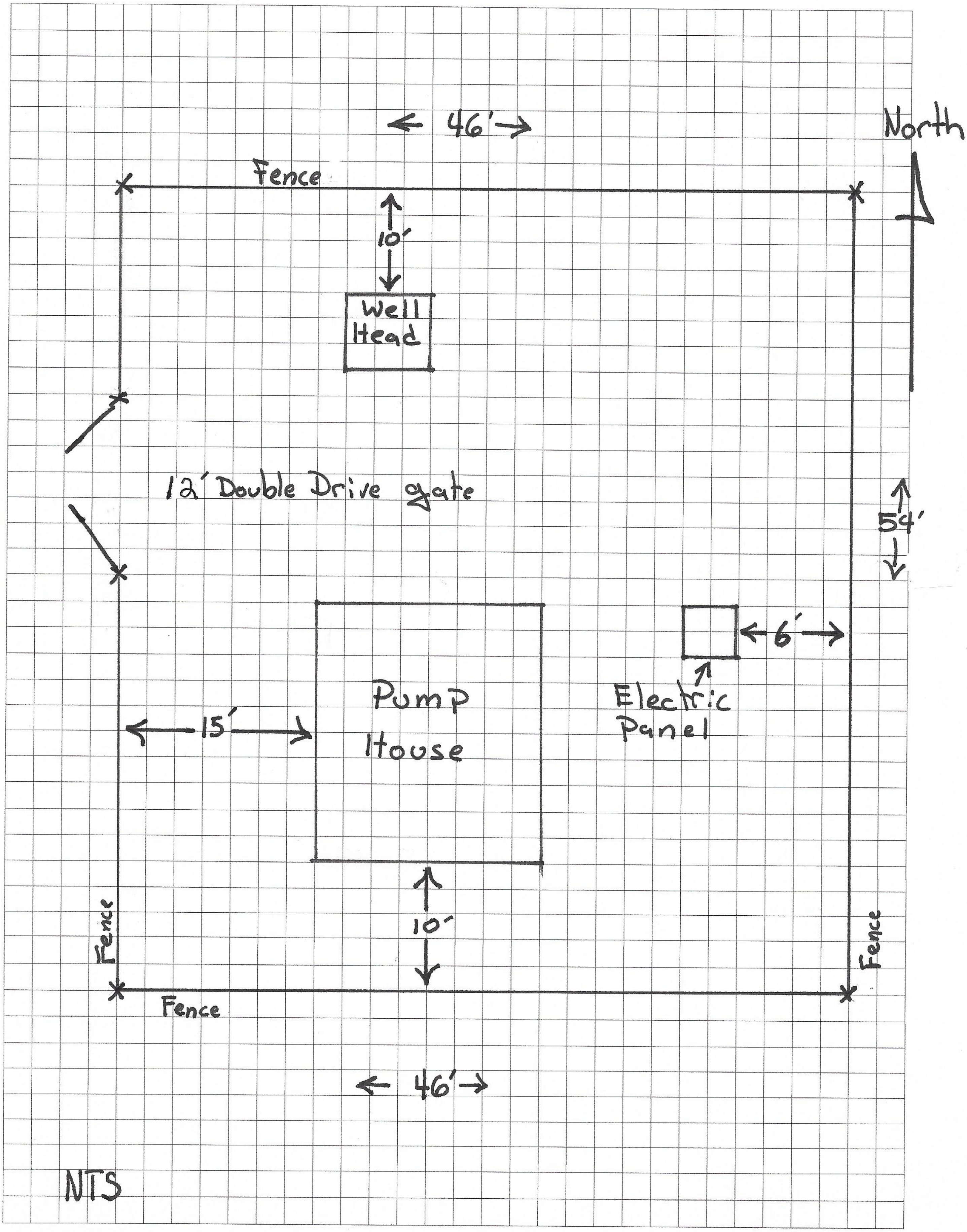
BY: Joel Graham
JOEL GRAHAM

METHOD OF PAYMENT ______

DATE OF ACCEPTANCE ______

BUYER

BY: ______


46'
North
Fence
10'
Well Head
12' Double Drive gate
54'
54'
Pump House
6'
Electric Panel
15'
10'
Fence
Fence
Fence
46'
NTS

			Correspondence	
				July 20, 2021
ITEM		**DATE**	**FROM**	**SUBJECT**
29	A	13-Jul	US Census	Employment & Payroll Survey
29	B	13-Jul	HC Treasurer	Monthly Reports
29	C	13-Jul	National Historic Trail Association	Pike National Historic Trail Newsletter
29	D	13-Jul	CTSI	Avoiding Mosquitoes
29	E	15-Jul	The Goodwin's	New Camping Policy
29	F	15-Jul	The Third Judicial District	Judicial Center Grand Opening
29	G	15-Jul	La Veta Library	Communications Event

UNITED STATES DEPARTMENT OF COMMERCE
U.S. Census Bureau
Washington, DC 20233-0001

ASPEP-L2
(01-04-2021)

29 - A

904 2100 00 3 L2 I
EL2_DP01-02578

The Office of Management and Budget (OMB) approval number for the Annual Survey of Public Employment & Payroll is 0607-0585.

HUERFANO COUNTY
ATTN: COMMISSIONERS
SUITE 201
401 MAIN ST
WALSENBURG CO 81089-2045

PAST DUE NOTICE

Our records indicate that we have not received your **2021 Annual Survey of Public Employment & Payroll**.

Please complete the survey online for the pay periods that include March 12, 2021, using the information below.

Authentication Code: Z9BP-HPMG-XSXS
Due Date: PAST DUE - Respond within 10 days

1. **Register** OR **sign in** at https://portal.census.gov
2. **Add** your authentication code OR **locate** this report under "My Surveys."
3. **Report** by clicking on "REPORT NOW." You can return to your account over multiple sessions to complete the survey.

If you recently reported, you can verify your filing status by clicking on "Options" and then "Filing Status." Look for an entry under the "Date Received" column.

For assistance with completing this survey, please sign into your Census Bureau account or call our customer help line at 1-800-832-2839, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern time.

Thank you in advance for your time and participation, and for helping the U.S. Census Bureau measure America's people and economy.

Sincerely,

Kimberly P. Moore

Kimberly P. Moore
Chief, Economy-Wide Statistics Division
U.S. Census Bureau

United States® Census Bureau
ID 123710

census.gov

29-B

HUERFANO COUNTY

HC TREASURER
JUNE 2021 MONTHLY REPORTS

401 Main Street, Suite 206

Walsenburg, CO 81089

Phone: 719-738-3000 Ext 505

HUERFANO COUNTY TREASURERS FUND LEDGER FOR RANGE 06/01/2021 TO 06/30/2021 JUNE REPRINT 07/13/2021 08:47 PAGE 1

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0010 COUNTY GENERAL FUND	1878797.74					
0010 FUND TOTALS	2347139.07	793470.93	3140610.00	2293653.39	186181.38	91.88
0012 JUDICIAL SALES TAX 1/1/2020	235220.18					
0012 FUND TOTALS	532675.22	529670.62-	3004.60			
0014 UNCLAIMED	9986.76					
0014 FUND TOTALS	687.33	248.15	935.48			
0015 SPECIAL PROJECT FUND	.00					
0015 FUND TOTALS	1028959.10	97046.77-	931912.33			
0020 ROAD & BRIDGE	257525.85					
0020 FUND TOTALS	1627.84	188786.16	190414.00	13340.64	1083.33	91.87
0025 LEASE PURCHASE FUND	.00					
0025 FUND TOTALS	.00	.00	.00			
0028 EMERGENCY SERVICES FUNDS (DISPATCH)	918809.83					
0028 FUND TOTALS	607107.48	23133.13	630240.61			
0030 RETIREMENT	112689.99					
0030 FUND TOTALS	161988.31	5725.24	167713.55	119917.67	9733.95	91.88
0035 LODGING TAX TOURISM FUND	30530.54					
0035 FUND TOTALS	37461.13	4032.49-	33428.64			
0040 DISASTER RECOVERY FUND	462557.21					
0040 FUND TOTALS	543261.85	115857.50	659119.35			
0045 GARDNER PUBLIC IMPROVEMENT DISTRICT	21077.43					
0045 FUND TOTALS	26822.26	5515.76-	21306.50			
0051 WALSENBURG GATEWAY METRO DIST	.00					
0051 FUND TOTALS	.00	.00	.00			
0080 SPANISH PEAKS LIBRARY DIST	2215.71					
0080 FUND TOTALS	15071.41	15330.79	30402.20	229418.20	16408.14	92.84
0081 SPANISH PEAKS LIBARY DIST (BOND)	1961.96					
0081 FUND TOTALS	13373.87	13626.22	27000.09	203823.62	14578.74	92.84
0090 HUERFANO CO. AMBULANCE ENTERPRISE	.00					
0090 FUND TOTALS	.00	.00	.00			
0095 WASTE TRANSFER STATION ENTERPRISE	54067.85					
0095 FUND TOTALS	55207.84	2674.53	57882.37			
0100 MINERAL LEASING	.00					
0100 FUND TOTALS	.00	.00	.00			
0105 CREDIT CARD ADJ FUND	.00					
0105 FUND TOTALS	.00	.00	.00			
0110 PUBLIC TRUSTEE	.00					
0110 FUND TOTALS	.00	.00	.00			

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0120 SOCIAL SERVICES	659036.09					
0120 FUND TOTALS	730891.22	1584.13	732475.35	333108.73	27039.24	91.88
0130 HOSPITAL DISTRICT (OPERATING)	9247.54					
0130 FUND TOTALS	56404.43	67920.51	124324.94	932698.18	75695.18	91.88
0140 HOSPITAL ANTIC. WARRANTS (BOND)	.00					
0140 FUND TOTALS	.00	.00	.00			
0160 CITY OF WALSENBURG	67734.55					
0160 FUND TOTALS	434427.54	368108.31-	66319.23	268412.53	27396.85	89.79
0165 WALSENBURG TIF	80.38					
0165 FUND TOTALS	1227.39	1944.21	3171.60	25500.88	2764.04	89.16
0170 WAL (DOWNTOWN REV COMM) GID 28018	32.38					
0170 FUND TOTALS	15.58	.00	15.58			
0180 TOWN OF LAVETA	10711.89					
0180 FUND TOTALS	12070.60	6073.14	18143.74	42759.67	6146.29	85.62
0190 LA VETA FIRE PROT. DIST.	2077.11					
0190 FUND TOTALS	8544.29	17526.53	26070.82	191920.45	21337.59	88.88
0200 LA VETA CEMETERY DIST	189.76					
0200 FUND TOTALS	780.52	1600.95	2381.47	17532.62	1949.82	88.87
0210 HUERFANO WATER CONS. DIST.	2812.08					
0210 FUND TOTALS	17150.43	20621.67	37772.10	283171.92	22898.11	91.91
0220 NAVAJO WATER DIST.	327.34					
0220 FUND TOTALS	1483.25	3360.87	4844.12	33179.55	2647.62	92.02
0230 CUCHARA SAN. WATER DIST.	892.50					
0230 FUND TOTALS	3967.68	7890.04	11857.72	92822.26	5628.65	93.93
0240 LA VETA LIB. DIST.	2071.88					
0240 FUND TOTALS	8518.60	17473.32	25991.92	191338.28	21272.63	88.88
0250 RYE FIRE DIST.	78.75					
0250 FUND TOTALS	582.02	686.76	1268.78	8015.78	837.57	89.55
0260 ECONNOMIC & REVOLVING LOAN	.00					
0260 FUND TOTALS	.00	.00	.00			
0270 CUCHARA BOND	.00					
0270 FUND TOTALS	.00	.00	.00			
0280 UPPER HUERFANO CONSERVATION DIST	379.69					
0280 FUND TOTALS	1761.31	3741.61	5502.92	44788.10	3021.02	93.25
0290 UPPER HUERFANO FIRE DIST.	1233.76					
0290 FUND TOTALS	5167.05	5406.17	10573.22	117613.60	14228.83	87.90
0300 HUERFANO CO FIRE PROTECTION DIST	4099.70					
0300 FUND TOTALS	29394.90	29868.73	59263.63	422502.83	26249.18	93.78

ACCT	DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0310	COUNTY CLERK	158188.67					
0310	FUND TOTALS	183798.91	55.67	183854.58			
0311	COUNTY CLERK SUR CHARGE	3347.61					
0311	FUND TOTALS	4289.74	112.87	4402.61			
0320	SCHOOL DIST. RE-1 GENERAL	26776.14					
0320	FUND TOTALS	233579.50	156727.49-	76852.01	2732380.97	195423.97	92.84
0330	SCHOOL DIST. RE-1 CAP. RES.	.00					
0330	FUND TOTALS	.00	.00	.00			
0340	SCHOOL DIST. RE-1 BOND	4504.02					
0340	FUND TOTALS	28402.39	29110.74	57513.13	421727.34	30162.42	92.84
0350	SCHOOL DIST. RE-1 INSURANCE REV.	.47					
0350	FUND TOTALS	.47	.00	.47			
0360	SCHOOL DIST. RE-2 GENERAL	9252.18					
0360	FUND TOTALS	58152.30	11377.07-	46775.23	852142.11	94738.51	88.88
0370	SCHOOL DIST. RE-2 CAP. RES.	.00					
0370	FUND TOTALS	.00	.00	.00			
0380	SCHOOL DIST. RE-2 BOND	4749.22					
0380	FUND TOTALS	20748.95	43286.34	64035.29	458014.65	50920.65	88.88
0390	TAX SALE & REDEMPTIONS	7948.40					
0390	FUND TOTALS	10594.75	2087.82-	8506.93			
0410	BACK TAX UNAPPORTIONED	.00					
0410	FUND TOTALS	.00	.00	.00			
0420	FEDERAL FOREST PROJECT FUND	41966.17					
0420	FUND TOTALS	57577.97	.00	57577.97			
0430	XXXX	.00					
0430	FUND TOTALS	.00	.00	.00			
0440	TREASURERS FEES	.00					
0440	FUND TOTALS	.00	.00	.00			
0450	SPECIFIC OWNERSHIP	.00					
0450	FUND TOTALS	.00	.00	.00			
0460	LAND USE FUND	.00					
0460	FUND TOTALS	.00	559892.00	559892.00			
0470	CONSERVATION TRUST FUND	14605.13					
0470	FUND TOTALS	15991.67	3155.48	19147.15			
0480	MOTOR VEHICLE	.00					
0480	FUND TOTALS	.00	.00	.00			
0490	FEDERAL LAND & MATERIALS ACT	367.59					
0490	FUND TOTALS	367.59	.00	367.59			

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0500 US FOREST RESERVE	4620.00					
0500 FUND TOTALS	4620.00	.00	4620.00			
0510 NAVAJO BOND	.00					
0510 FUND TOTALS	.00	.00	.00			
0520 WALSENBURG HOUSING AUTHORITY	.00					
0520 FUND TOTALS	.00	.00	.00			
0540 ADVANCE TAX COLLECTIONS	13897.49					
0540 FUND TOTALS	7147.40	1021.17	8168.57			
0550 COUNTY PROPERTY SALES	.00					
0550 FUND TOTALS	765.00	.00	765.00			
0560 PILT	253771.63					
0560 FUND TOTALS	210913.81	343382.74	554296.55			
0570 REAL ESTATE INT.UNAPPORTIONED	.00					
0570 FUND TOTALS	.00	.00	.00			
0590 BUSINESS RECRUITMENT FUND	.00					
0590 FUND TOTALS	.00	.00	.00			
0600 COURT HOUSE RE-HAB	.00					
0600 FUND TOTALS	.00	.00	.00			
0610 PURGATOIRE RIVER SOIL CONS. DIST.	.42					
0610 FUND TOTALS	.31	.04	.35	4.71	.00	100.00
0660 BUSINESS RECRUITMENT	.00					
0660 FUND TOTALS	.00	.00	.00			
0690 EMERGENCY RESERVE FUND	.00					
0690 FUND TOTALS	.00	.00	.00			
******** FUND TOTALS ********	7520720.28	1150002.01	8670722.29	10329788.68	858343.71	91.69

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT

TIME FINISHED-08:47

ACCT	DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9000	COMMUNITY BANKS OF SO COLORADO	850475.59					
9000	FUND TOTALS	158403.97	113796.93	272200.90			
9100	TREASURERS CASH	700.00					
9100	FUND TOTALS	700.00	.00	700.00			
9200	COLO TRUST (INVESTMENT)	1026487.24					
9200	FUND TOTALS	1026801.91	33.88	1026835.79			
9300	BANK OF THE WEST OPERATING ACCT	183781.46					
9300	FUND TOTALS	1354213.20	532975.65	1887188.85			
9350	BANK OF THE WEST MM ACCT	252273.64					
9350	FUND TOTALS	1052293.53	500010.43	1552303.96			
9375	BANK OF THE WEST CD START 3/29/18	300000.00					
9375	FUND TOTALS	300000.00	.00	300000.00			
9400	HCB CD START 4/18/13-CLOSED 4/25/19	.00					
9400	FUND TOTALS	.00	.00	.00			
9500	HUERFANO CONSERVATION TRUST FUND	14605.13					
9500	FUND TOTALS	15991.67	3155.48	19147.15			
9600	CSAFE (INVESTMENT)	265882.14					
9600	FUND TOTALS	1215996.57	24.35	1216020.92			
9650	PEAKS INVESTMENTS MANAGEMENT	200000.00					
9650	FUND TOTALS	508694.21	.00	508694.21			
9700	LPL FINANCIAL	1566800.29					
9700	FUND TOTALS	1566800.29	.00	1566800.29			
9800	WELLS FARGO (TRANSFD TO PEAKS INV)	308694.21					
9800	FUND TOTALS	.00	.00	.00			
9900	PFM FUNDS - CSIP (START 2/26/13)	320741.89					
9900	FUND TOTALS	320824.93	5.29	320830.22			
	******** FUND TOTALS ********	7520720.28	1150002.01	8670722.29			

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT

TIME FINISHED-08:47

ACCT DESCRIPTION		BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9000 COMMUNITY BANKS OF SO COLORADO		850475.59					
9000.0100 DEPOSITS (CBC)		1381918.02-	29458.30-	1411376.32-			
9000.0200 INTEREST EARNED		.00	.00	.00			
9000.0300 CREDIT CARD DEPOSIT		5047.52	1775.21	6822.73			
9000.0400 ACH/EFT DEPOSITS		684798.88	141480.02	826278.90			
	SUB TOTAL *	158403.97 *	113796.93 *	272200.90 *			
9000.9100 TRANSFER OUT		.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *	.00 *			
9000 FUND TOTALS		158403.97	113796.93	272200.90			
9100 TREASURERS CASH		700.00					
9100.0100 CASH ON HAND		.00	.00	.00			
	SUB TOTAL *	700.00 *	.00 *	700.00 *			
9100 FUND TOTALS		700.00	.00	700.00			
9200 COLO TRUST (INVESTMENT)		1026487.24					
9200.0100 TRANSFERS IN		.00	.00	.00			
9200.0200 INTEREST EARNED		314.67	33.88	348.55			
	SUB TOTAL *	1026801.91 *	33.88 *	1026835.79 *			
9200.9100 TRANSFER OUT (COLOTRUST)		.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *	.00 *			
9200 FUND TOTALS		1026801.91	33.88	1026835.79			
9300 BANK OF THE WEST OPERATING ACCT		183781.46					
9300.0100 DEPOSITS (BOW)		8867815.39	1622087.12	10489902.51			
9300.0200 INTEREST EARNED		2013.33	413.33	2426.66			
9300.0300 CREDIT CARD DEPOSIT		646284.67	89912.34	736197.01			
9300.0400 ACH/EFT DEPOSITS		4172791.11	1989478.36	6162269.47			
	SUB TOTAL *	13872685.96 *	3701891.15 *	17574577.11 *			
9300.9100 TRANSFER OUT		12518472.76-	3168915.50-	15687388.26-			
	SUB TOTAL *	12518472.76-*	3168915.50-*	15687388.26-*			
9300 FUND TOTALS		1354213.20	532975.65	1887188.85			
9350 BANK OF THE WEST MM ACCT		252273.64					
9350.0100 TRANSFERS IN (BOW MM)		800000.00	500000.00	1300000.00			
9350.0200 INTEREST EARNED (BOW MM)		19.89	10.43	30.32			
	SUB TOTAL *	1052293.53 *	500010.43 *	1552303.96 *			
9350.9100 TRANSFER OUT (BOW MM)		.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *	.00 *			
9350 FUND TOTALS		1052293.53	500010.43	1552303.96			
9375 BANK OF THE WEST CD START 3/29/18		300000.00					
9375.0100 TRANSFERS IN		.00	.00	.00			
9375.0200 INTEREST EARNED		.00	.00	.00			
	SUB TOTAL *	300000.00 *	.00 *	300000.00 *			
9375.9100 TRANSFERS OUT		.00	.00	.00			
9375 FUND TOTALS		300000.00	.00	300000.00			
9400 HCB CD START 4/18/13-CLOSED 4/25/19		.00					
9400.0100 TRANSFERS IN		.00	.00	.00			
9400.0200 INTEREST EARNED		.00	.00	.00			
9400.0300 XXXX		.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *	.00 *			
9400.9100 TRANSFER OUT		.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *	.00 *			

ACCT DESCRIPTION		BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9400 FUND TOTALS		.00	.00	.00			
9500 HUERFANO CONSERVATION TRUST FUND		14605.13					
9500.0100 TRANSFERS IN		4237.70	5345.45	9583.15			
9500.0200 INTEREST EARNED		6.82	1.49	8.31			
	SUB TOTAL *	18849.65 *	5346.94 *	24196.59 *			
9500.9100 TRANSFER OUT		2857.98-	2191.46-	5049.44-			
9500.9130 BANK SERVICE CHARGE		.00	.00	.00			
	SUB TOTAL *	2857.98-*	2191.46-*	5049.44-*			
9500 FUND TOTALS		15991.67	3155.48	19147.15			
9600 CSAFE (INVESTMENT)		265882.14					
9600.0100 TRANSFERS IN		950000.00	.00	950000.00			
9600.0200 INTEREST EARNED		114.43	24.35	138.78			
	SUB TOTAL *	1215996.57 *	24.35 *	1216020.92 *			
9600.9100 TRANSFER OUT		.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *	.00 *			
9600 FUND TOTALS		1215996.57	24.35	1216020.92			
9650 PEAKS INVESTMENTS MANAGEMENT		200000.00					
9650.0100 TRANSFERS IN		308694.21	.00	308694.21			
9650.0200 INTEREST EARNED		.00	.00	.00			
	SUB TOTAL *	508694.21 *	.00 *	508694.21 *			
9650.9100 TRANSFERS OUT		.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *	.00 *			
9650 FUND TOTALS		508694.21	.00	508694.21			
9700 LPL FINANCIAL		1566800.29					
9700.0100 TRANSFERS IN		.00	.00	.00			
9700.0200 INTEREST EARNED		.00	.00	.00			
	SUB TOTAL *	1566800.29 *	.00 *	1566800.29 *			
9700.0300 TRANSFER OUT		.00	.00	.00			
9700.9100 TRANSFER OUT		.00	.00	.00			
	SUB TOTAL *	.00 *	.00 *	.00 *			
9700 FUND TOTALS		1566800.29	.00	1566800.29			
9800 WELLS FARGO (TRANSFD TO PEAKS INV)		308694.21					
9800.0100 TRANSFERS IN		.00	.00	.00			
9800.0200 INTEREST EARNED		.00	.00	.00			
	SUB TOTAL *	308694.21 *	.00 *	308694.21 *			
9800.9100 TRANSFER OUT		308694.21-	.00	308694.21-			
9800 FUND TOTALS		.00	.00	.00			
9900 PFM FUNDS - CSIP (START 2/26/13)		320741.89					
9900.0100 TRANSFERS IN (CSIP)		.00	.00	.00			
9900.0200 INTEREST EARNED		83.04	5.29	88.33			
	SUB TOTAL *	320824.93 *	5.29 *	320830.22 *			
9900.9100 TRANSFER OUT		.00	.00	.00			
9900 FUND TOTALS		320824.93	5.29	320830.22			
******** FUND TOTALS ********		7520720.28	1150002.01	8670722.29			

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT

TIME FINISHED-08:48

MONTHLY REPORT OF HUERFANO COUNTY TREASURER
JUNE 01, 2021 THRU JUNE 30, 2021

FUND	BEGINNING BALANCE	REVENUES------- REVENUES	DISBURSEMENTS-- DISBURSEMENTS	ENDING BALANCE
COUNTY GENERAL FUND	2,347,139.07	1,262,679.97	469,209.04-	3,140,610.00
JUDICIAL SALES TAX 1/1/2020	532,675.22	535,679.82-	6,009.20	3,004.60
UNCLAIMED	687.33	248.15		935.48
SPECIAL PROJECT FUND	1,028,959.10	57,480.15	154,526.92-	931,912.33
ROAD & BRIDGE	1,627.84	352,253.21	163,467.05-	190,414.00
LEASE PURCHASE FUND	0.00			0.00
EMERGENCY SERVICES FUNDS (DISPATCH)	607,107.48	79,051.11	55,917.98-	630,240.61
RETIREMENT	161,988.31	20,869.57	15,144.33-	167,713.55
LODGING TAX TOURISM FUND	37,461.13	424.24	4,456.73-	33,428.64
DISASTER RECOVERY FUND	543,261.85	669,830.50	553,973.00-	659,119.35
GARDNER PUBLIC IMPROVEMENT DISTRICT	26,822.26	7,232.20	12,747.96-	21,306.50
WALSENBURG GATEWAY METRO DIST	0.00			0.00
SPANISH PEAKS LIBRARY DIST	15,071.41	31,288.62	15,957.83-	30,402.20
SPANISH PEAKS LIBARY DIST (BOND)	13,373.87	27,787.57	14,161.35-	27,000.09
HUERFANO CO. AMBULANCE ENTERPRISE	0.00			0.00
WASTE TRANSFER STATION ENTERPRISE	55,207.84	9,915.21	7,240.68-	57,882.37
MINERAL LEASING	0.00			0.00
CREDIT CARD ADJ FUND	0.00			0.00
PUBLIC TRUSTEE	0.00			0.00
SOCIAL SERVICES	730,891.22	162,233.16	160,649.03-	732,475.35
HOSPITAL DISTRICT (OPERATING)	56,404.43	127,951.91	60,031.40-	124,324.94
HOSPITAL ANTIC. WARRANTS (BOND)	0.00			0.00
CITY OF WALSENBURG	434,427.54	67,885.42	435,993.73-	66,319.23
WALSENBURG TIF	1,227.39	3,171.60	1,227.39-	3,171.60
WAL (DOWNTOWN REV COMM) GID 28018	15.58			15.58
TOWN OF LAVETA	12,070.60	18,610.87	12,537.73-	18,143.74
LA VETA FIRE PROT. DIST.	8,544.29	26,832.40	9,305.87-	26,070.82
LA VETA CEMETERY DIST	780.52	2,451.04	850.09-	2,381.47
HUERFANO WATER CONS. DIST.	17,150.43	38,874.08	18,252.41-	37,772.10
NAVAJO WATER DIST.	1,483.25	4,986.19	1,625.32-	4,844.12
CUCHARA SAN. WATER DIST.	3,967.68	12,202.81	4,312.77-	11,857.72
LA VETA LIB. DIST.	8,518.60	26,751.18	9,277.86-	25,991.92
RYE FIRE DIST.	582.02	1,306.15	619.39-	1,268.78
ECONNOMIC & REVOLVING LOAN	0.00			0.00
CUCHARA BOND	0.00			0.00
UPPER HUERFANO CONSERVATION DIST	1,761.31	5,662.66	1,921.05-	5,502.92
UPPER HUERFANO FIRE DIST.	5,167.05	10,872.80	5,466.63-	10,573.22
HUERFANO CO FIRE PROTECTION DIST	29,394.90	60,997.55	31,128.82-	59,263.63
COUNTY CLERK	183,798.91	183,854.58	183,798.91-	183,854.58
COUNTY CLERK SUR CHARGE	4,289.74	275.00	162.13-	4,402.61
SCHOOL DIST. RE-1 GENERAL	233,579.50	372,629.02	529,356.51-	76,852.01
SCHOOL DIST. RE-1 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-1 BOND	28,402.39	57,513.13	28,402.39-	57,513.13
SCHOOL DIST. RE-1 INSURANCE REV.	0.47			0.47
SCHOOL DIST. RE-2 GENERAL	58,152.30	119,138.48	130,515.55-	46,775.23
SCHOOL DIST. RE-2 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-2 BOND	20,748.95	64,035.29	20,748.95-	64,035.29
TAX SALE & REDEMPTIONS	10,594.75	23,252.06	25,339.88-	8,506.93
BACK TAX UNAPPORTIONED	0.00			0.00
FEDERAL FOREST PROJECT FUND	57,577.97			57,577.97
XXXX	0.00			0.00
TREASURERS FEES	0.00	22,155.08	22,155.08-	0.00
SPECIFIC OWNERSHIP	0.00	77,924.63	77,924.63-	0.00
LAND USE FUND	0.00	559,892.00		559,892.00
CONSERVATION TRUST FUND	15,991.67	5,346.94	2,191.46-	19,147.15
MOTOR VEHICLE	0.00	3,179.86	3,179.86-	0.00
FEDERAL LAND & MATERIALS ACT	367.59			367.59
US FOREST RESERVE	4,620.00			4,620.00

NAVAJO BOND	0.00			0.00
WALSENBURG HOUSING AUTHORITY	0.00			0.00
ADVANCE TAX COLLECTIONS	7,147.40	1,021.17		8,168.57
COUNTY PROPERTY SALES	765.00			765.00
PILT	210,913.81	553,973.00	210,590.26-	554,296.55
REAL ESTATE INT.UNAPPORTIONED	0.00			0.00
BUSINESS RECRUITMENT FUND	0.00			0.00
COURT HOUSE RE-HAB	0.00			0.00
PURGATOIRE RIVER SOIL CONS. DIST.	0.31	.04		0.35
BUSINESS RECRUITMENT	0.00			0.00
EMERGENCY RESERVE FUND	0.00			0.00
GRAND TOTALS	$7,520,720.28	$4,598,360.78	$3,448,358.77-	$8,670,722.29

I DEBRA J REYNOLDS, TREASURER IN AND FOR THE COUNTY OF HUERFANO, AND THE STATE OF COLORADO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND JUST COPY OF THE FUND BALANCES, RECEIPTS AND DISBURSEMENTS OF RECORDS OF MY OFFICE FOR CURRENT MONTH, AND TRUE TO THE BEST OF MY KNOWLEDGE

DATE: 7-13-2011

HUERFANO COUNTY TREASURER: Debra J Reynolds

MONTHLY REPORT OF HUERFANO COUNTY TREASURER
JUNE 01, 2021 THRU JUNE 30, 2021

FUND	BEGINNING BALANCE	REVENUES DEPOSITS	INTEREST EARNED	TRANSFERS (IN)	DISBURSEMENTS TRANSFERS (OUT)	ENDING BALANCE
COMMUNITY BANKS OF SO COLORADO	158,403.97	29,458.30-		143,255.23		272,200.90
TREASURERS CASH	700.00					700.00
COLO TRUST (INVESTMENT)	1,026,801.91		33.88			1,026,835.79
BANK OF THE WEST OPERATING ACCT	1,354,213.20	1,622,087.12	413.33	2,079,390.70	3,168,915.50-	1,887,188.85
BANK OF THE WEST MM ACCT	1,052,293.53	500,000.00	10.43			1,552,303.96
BANK OF THE WEST CD START 3/29/18	300,000.00					300,000.00
HCB CD START 4/18/13-CLOSED 4/25/19	0.00					0.00
HUERFANO CONSERVATION TRUST FUND	15,991.67	5,345.45	1.49		2,191.46-	19,147.15
CSAFE (INVESTMENT)	1,215,996.57		24.35			1,216,020.92
PEAKS INVESTMENTS MANAGEMENT	508,694.21					508,694.21
LPL FINANCIAL	1,566,800.29					1,566,800.29
WELLS FARGO (TRANSFD TO PEAKS INV)	0.00					0.00
PFM FUNDS - CSIP (START 2/26/13)	320,824.93		5.29			320,830.22
GRAND TOTALS	$7,520,720.28	$2,097,974.27	$488.77	$2,222,645.93	$3,171,106.96-	$8,670,722.29

I, DEBRA J REYNOLDS, County Treasurer in and for the county of HUERFANO in the State of Colorado, do hereby certify that the above is a true statement of the condition of the various funds as they appear from the records in my office for the current month.

7-13-2021
DATE

Debra J Reynolds
HUERFANO COUNTY TREASURER

29-C

PIKE

NATIONAL HISTORIC TRAIL ASSOCIATION NEWSLETTER

Vol. 15 No. 2 Apr.-June. — 2021

THE PIKE NATIONAL HISTORIC TRAIL FEASIBILITY STUDY

Many of you attended one or more of the 14 National Park Service virtual zoom meetings in late May and early June and left comments in the "chat box." This was very helpful to the Park Service who are required by law to hold these meetings. It also helped us with our goal of designating the **Pike National Historic Trail.**

Key, critical and most important turned out to be the National Park Service's comment page.

Most of us placed a full set of comments on NPS' Comment Page answering five questions about

- sites (historic and recreational) along the proposed route for public visitation,
- accuracy of the Pike study route,
- effects on people and communities,
- if we would like to see the designation of the **Pike National Historic Trail** and
- if the study route was historically important. These are items required to be assessed.

Over 100 full set of comments were submitted to the Park Service. The Park Service in turn publishes them in their report to Congress.

Many of you shared your comments with the president of the Pike Association and all were well thought through. By the way- Unanimously: designation was desired. Surprised?

GLEANED FROM THE NPS PUBLIC MEETINGS

Fourteen virtual Public Meetings were held by the National Park Service in late May-early June. Folks from all over the country attended these meetings. We thank you for attending these meetings. We noticed that the number of comments one could offer in the 'Chat box' was somewhat limited so we used the Comment Page.

Trail Feasibility Study Process

- The federal government would have no authority over private lands along the route.
- Participation in trail development along the route by private landowners is **entirely voluntary**.
- Private landowners are under no obligation to allow the public on their lands.
- Willing-seller clauses are included in national historic trail legislation. This is used extremely rarely.

Estimated NPS study timeline

Winter 2020-2021	Data gathering and research √
April - June 2021	Public Outreach √
July - November 2021	Assess criteria and prepare a study document
November 2021 - July 2022	NPS review of study findings
August 2022	Revise study based on NPS review
September 2022	30-day public comment period on draft study
November 2022	Finalize study
December 2022	Submit to Congress

After Designation

Should Congress act to designate the Pike Trail as a new national historic trail, this follows-

- Comprehensive Management plan would be developed.
- Specifics on how the trail is to be managed.
- Trail access locations and opportunities identified.
- Interpretive/educational opportunities identified.
- Public input, public meetings.
- Consultation and cooperation with federal, tribal, state, municipal governments, and the public.

Continued Page 2

Notable Details of Pike's Expedition {part of Aaron Mahr's presentation at the NPS public meetings}

- Pike interacted with the Kansas, Osage, and Pawnee, although he achieved no lasting peace between these tribes. He did not make contact with the Comanche.

- He found the headwaters of the Arkansas River deep in the high country of the Rockies. One of his expedition's goals.
[not mentioned – he also found the headwaters of the Osage, Cottonwood, and South Platte Rivers. On his first expedition he had found the headwaters of the Mississippi.]

- Implied as part of his mission, he confirmed the feasibility of traveling over the plains to the Spanish settlements along the Rio Grande— a precursor of the Santa Fe Trail.

- Detained by the Spaniards he made keen observations about the Spanish presence in North America as he traveled through the towns of Santa Fe, Albuquerque, El Paso, Chihuahua, & San Antonio on there Caminos Reales, at a key time in the waning years of the Spanish presence in the Western Hemisphere.

- He captured all of it in his journal, parts of what he was able to keep from the Spanish, other parts constructed from memory, that was printed and released to an eager public in 1810 before Lewis and Clark's journals were.

- Pike's name lives on as place names all across the United States, such as Pike's Peak and counties named for him.

For the record The proposed Pike National Historic Trail is contiguous with parts of the: Lewis and Clark NHT **119.41 mi**, Santa Fe Trail NHT **319.09** mi, Old Spanish Trail NHT **87.66** mi, El Camino Real de Tierra Adentro **384.56** mi, and the El Camino Real de los Tejas **586.1** mi. This is a total of **1496 mi (53.3%)** of the **2807 miles** Pike traveled in today's US and 967 miles in today's Mexico. 46.7% is non-contiguous.

NEW CONSTRUCTION COMPLEMENTS THE PIKE TRAIL

1 At the **Pikes Peak** summit the old visitor store has been replaced by a Visitors Center oriented toward Mount Rosa, 5.5 mi SSE, where Pike was able to climb. The summit area has been rejuvenated with new entries for the Cog Railroad, Barr Trail and the motoring public.

2 The **Royal Gorge** Bridge and Park is re-erecting the large sign at the top oh Pike's Gulch which was consumed in their 2013 fire.

3 The **San Luis Valley Museum** in Alamosa, CO now features the Pike corner. Steve Corn, Museum Director, indicated that this is the most popular exhibit in his museum. It features the 1810 Pike journal (original copy) donated by Jim Bull in 2017, a sign donated by Brian Murphy and several other items.

TWO PIKE MARKERS FOUND IN TEXAS

116 Pike markers and monuments have been located, 65 near the Study route. Two more Pike Markers have been found in **Texas** by the Park Service.

1 Lost Pines of Texas Historical Marker Bastrop, TX. Inscription: " One of the first records of the trees was made in 1807 by Zebulon Pike, explorer for whom Pike's Peak was named. ..."
Marker is at Bastrop State Park in Bastrop, Texas @ **30° 6.638′ N, 97° 17.586′ W**.

2 Zebulon Pike Campsite Marker btw Alto/Crockett, TX *Inscription*: "In 1807, under commission from Gen. James Wilkinson, Governor of the Louisiana Territory, Lt. Zebulon Pike led an expedition to explore the headwaters of the Arkansas and Red Rivers and to report on Spanish settlements in the New Mexico area. Heading south from present Colorado, where the party saw the mountain later named Pike's Peak for the expedition's leader, they were arrested by Spanish authorities. Under escort back to the United States, the party camped near this site on June 23, 1807. The Pike expedition furnished an important account of Spanish Texas and New Mexico."
@ **31° 35.94′ N, 95° 9.05′ W**

More are being found as we move through the Feasibility Process.

PIKE JOURNAL 99¢ The Elliott Coues edition of Pike's journal is only 99¢ on Amazon Kindle.- suggested by Kansas Kate, Ft. Scott, KS
One needn't have a Kindle device; there are free Kindle apps for phones, tablets, computers.
Link: https://smile.amazon.com/Expeditions-Zebulon-Montgomery-Pike-III-ebook/dp/B00FI6U2RC/

BEST OF CONIFER AWARDS - PIKE NATIONAL HISTORIC TRAIL ASSOCIATION

"It is our pleasure to inform you that Pike National Historic Trail Association has been selected as the Winner for the 2021 Best of Conifer Awards in the category of Association or Organization."
The Conifer Award Program was created to honor and generate public recognition of the achievements and positive contributions of businesses and organizations in and around Conifer. Our mission is to raise the profile of exemplary companies and entrepreneurs among the press, the business community, and the general public.
Conifer Award Program, 337 Garden Oaks Blvd, Houston, TX 77018

We, the Pike National Historic Trail Association, are happy to receive this award once again. It is gratifying to be noticed in the community, Conifer, CO, from which we are based. This is the 4th year in a row we have been so honored.

PIKE NATIONAL HISTORIC TRAIL ASSOCIATION ANNUAL MEETING- MAY 8, 2021

This year our Annual Meeting was held using Zoom on May 8th. This year seven members joined us.

The officers and Board were reelected. We now carry liability insurance.

Roy Pike would like those Pike family members who have not participated in the Pike Family DNA project to do so.

Harv reported that his engagements with the National Park Service Feasibility Study Team has been nothing but **encouraging**. He has met numerous times with the team's historian. Working with the Feasibility Study team has been a joy. Linda and Harv meet monthly with the Study Team Manager- Lillis Urban and the Superintendent of the NPS National Trails- Aaron Mahr.

The complete Designation Plan (flexible) was approved and a designation team with duties were also approved.

We discussed at length the **VIRTUAL PUBLIC MEETINGS** and NPS comment page held in late June and early July. We must attend and contribute comments and questions at as many Public Meetings and comment on the Park Service's Comment Page. Jim Mallory emphasized that Pike family who attend leave a positive impression in the Public's mind (and later in the mind of Congress). [See Page 1 top item- Well done.] Jim Mallory's commented- "This is a critical time for the PIKE NATIONAL HISTORICAL TRAIL ASSOCIATION."

He has been through this two times with the Lewis and Clark National Historic Trail Feasibility Studies.

CORPORATE SPONSORS

We are also grateful for the support of our Corporate Sponsors.

Apex, Land Title, & Royal Gorge Bridge & Park

Our Vision is ***TO PROVIDE KNOWLEDGE ABOUT PIKE AND CELEBRATE HIS MEMORY AND ACCOMPLISHMENTS***

***Our Purpose:* To Establish federal designation of the Pike National Historic Trail**

We are a Charitable nonprofit organization **Our website is www.zebulonpike.org**

"Zebulon Pike was an American hero, a patriot who lived and died for his country." -Thomas Jefferson

Contact us: 303/912-9939 harv.pike@gmail.com *PO Box 195* *Conifer CO 80433*

Our Website: www.zebulonpike.org

29-D

TECHNICAL UPDATE

CTSI

Serving Colorado's Counties

Volume 25 Number 28 July 13, 2021

Avoiding Mosquitoes

Colorado's recent wet Spring did more than fill rivers and streams; it also created the perfect breeding conditions for mosquitoes. More than just a biting nuisance, mosquitoes can spread diseases like the West Nile Virus, a type of encephalitis (swelling of the brain), first identified in the United States in 1999. According to the Department of Bioagricultural Sciences and Pest Management at Colorado State University, the first recorded case of West Nile Virus in Colorado was in 2002.

MOSQUITO LIFE CYCLE

Mosquitoes breed in standing water. An adult female lays about 100-400 eggs in clusters called rafts that float on top of the water. Eggs hatch in 2-3 days producing larvae, also knows as wigglers. The larval stage is followed by a pupa stage that goes through several molts before an adult mosquito emerges. Only female mosquitoes feed on blood. The males feed on plant juices.

PREVENTING MOSQUITOES

Because mosquitoes need standing water to breed, one of the most effective ways to control their population is by eliminating those sources. Mosquitoes can lay eggs in less than one ounce of water. The recent wet Spring and Summer means that anything outside (e.g., old tires, empty planters, cans, puddles, etc.) that holds water may provide an opportunity for mosquitoes to lay their eggs. It is crucial to evaluate your environment for potential breeding grounds.

PREVENTING BITES

While eliminating standing sources of water can reduce the mosquito population, it does not protect against mosquitoes already present. Female mosquitoes are attracted to body heat and carbon monoxide produced when exhaling. They have a strong sense of smell and are drawn to floral perfumes and sweat. They are most active at dawn and dusk and prefer shaded areas. They also tend to be drawn to dark clothing.

The Centers for Disease Control provides the following tips to help prevent being bitten.

- Use insect repellent: When used as directed, Environmental Protection Agency (EPA)-registered insect repellents are proven safe and effective, even for pregnant and breastfeeding women. Use an EPA-registered insect repellent with one of the following active ingredients: DEET, Picaridin, IR3535, Oil of lemon eucalyptus (OLE), Para-menthane-diol (PMD), 2-undecanone.
- Cover up: Wear long-sleeved shirts and long pants.
- Treat items such as boots, pants, socks, and tents with permethrin or purchase permethrin-treated clothing and gear. Do not apply permethrin directly to the skin.

WHAT THIS MEANS FOR COUNTIES

For anyone who works outside, especially in wooded areas, mosquitoes are unavoidable. However, taking precautions such as wearing light long-sleeved clothing, using mosquito repellent, and avoiding being outdoors during peak mosquito activity, can limit the bite risk. For more information about preventing mosquito bites, visit https://www.cdc.gov/chikungunya/pdfs/fs_mosquito_bite_prevention_us.pdf.

Natalie Fisher <nfisher@huerfano.us>

New Camping Policy

1 message

29-E

Dick and Virgilia <vandrgoodwin@gmail.com>
To: commissioners <Commissioners@huerfano.us>
Cc: Virgilia Goodwin <vandrgoodwin@gmail.com>

Thu, Jul 15, 2021 at 1:34 PM

Commissioners,

Just a short comment.

I am somewhat surprised that the new camping regulation does not mention the use of proper fire rings, etc. Considering the losses that Huerfano County residents experienced with the Spring Fire I would think some sort of mention at least regarding safety of camp fires would be paramount. Throwing some logs on the ground and then starting a fire is not a good thing and we all saw the result. Especially if there is no method (water or extinguisher) to put it out.

Richard Goodwin

29-F

The Huerfano County Board of County Commissioners and the 3rd Judicial District invite you to join in celebrating the Grand Opening of the

HUERFANO COUNTY JUDICIAL CENTER

Friday, August 6th, 2021 at 1:30 p.m.

Refreshments served immediately following the ceremony

200 West 5th Street
Walsenburg, CO 81089
(behind the Historic Huerfano County Courthouse)

For more information, contact bob.kreiman@judicial.state.co.us

THE ADVENTURES OF

La Veta Public Library

LIBRARIES TRANSFORMING COMMUNITIES

A SPECIAL GRANT OPPORTUNITY FOR SMALL AND RURAL LIBRARIES

ala.org/LTCFocus

July 15, 2021

To: Huerfano County Commissioners Office

Dear Huerfano County Commissioners Office,

The La Veta Regional Library District (LVRLD) has been awarded the American Library Association grant "Libraries Transforming Communities" (LTC). This grant is to encourage and foster healthy community partnerships, communication and collaboration. Throughout the original grant period and beyond, we have several projects and collaborations planned to execute the goals and objectives of "Libraries Transforming Communities." These projects include hosting a community conversation, recording oral histories, exploring a Human Library and more.

The community conversation is where you come in! We will be hosting a conversation on September 9 at 6:00 pm at the La Veta Mercantile. The topic of this conversation is "Exploring how our community best benefits by using healthy communication, collaborations, and encouraging positive change."

We are seeking important community partners and volunteers for this project and would like to invite you to join us in this endeavor. Community partners and volunteers would assist in the planning, marketing and execution of this program.

If you are interested in helping in any capacity with the community conversation, please contact project director Ashley Vandagriff at 719-742-3572 or ashley@lvpl.org.

Kindest Regards,

Ashley Y. Vandagriff

Ashley Vandagriff
La Veta Public Library