

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

Board of County Commissioners

PUBLIC MEETING NOTICE AGENDA



April 6, 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:

- Paul Branson – Huerfano County & ARWC 2021 Flood Mitigation

6. LAND USE:

-

7. ACTION ITEMS:

See Action Items List

8. CORRESPONDENCE:

9. ATTORNEY REPORT

10. EXECUTIVE SESSION – If necessary

11. ADJOURNMENT

Location: Join Virtual Zoom Meeting

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

Meeting ID: 825-5051-1219

UPCOMING MEETINGS:

12:00 La Veta Fire Protection District

Location: 750 Moore Street, La Veta, CO 81055

1:30 RE-2 School District Tour New School Project

Location: 200 East Stadium Avenue, La Veta, CO 81055

Consent Agenda	
	April 06,2021
<u>ITEM</u>	<u>SUBJECT</u>
BOCC Minutes	March 30, 2021 Meeting
Payroll Status Sheet	Brian Musilli Resignation
Payroll Status Sheet	Dustin Beasley Resignation
Payroll Status Sheet	Destry DeWolf New Hire
Abatement Schedule 5113485	Dakota Mobile Home Park
Abatement Schedule 33395122	Barbara Goodall
Abatement Schedule 47437	Joseph Zubal

COMMISSIONERS' MEETING

MARCH 30, 2021

The meeting was called to order by Chairman Cisneros followed by the Pledge of Allegiance. During COVID-19 all meetings are held virtually.

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

A motion was made by Commissioner Andreatta and seconded by Commissioner Galusha to approve the March 30, 2021 agenda. Motion passed by unanimous vote.

A motion was made by Commissioner Galusha and seconded by Commissioner Andreatta to approve the March 30, 2021 Consent Agenda with the following items:

- **March 23, 2021 BOCC minutes**
- **Payroll status change-new hire Joshua House Recreation Coordinator**

Motion passed by unanimous vote.

10:01 A.M. Bailee Harris representing Spanish Peaks Business Alliance invited the Board to a ribbon cutting ceremony for CS Styling's on April 5, 2021 at 2p.m. at 725 Main Street, Walsenburg.

10:03 A.M. Kelby Fassiotto, Cory Fassiotto and Dylan Thomsen representing Cuchara Valley Archery met with the Board asking for permission to use the Cuchara Mountain Resort on June 12, July 24 and August 8, 2021 to host a series of archery shoots.

A motion was made by Commissioner Galusha and seconded by Commissioner Andreatta to approve on behalf of Cuchara Valley Archery the use of Cuchara Mountain Resort for a series of archery shoots providing a final plan be submitted before the events to the County Administrator Carl Young. Motion passed by unanimous vote.

10:14 A.M. Darrel Adler representing El Depot in Gardner met with the Board regarding fencing and trash issues.

LAND USE:

10:39 A.M. Keith Bouchard, Managing Member with ACME Growers, LLC met with the Board asking for the removal of the non-transferable clause in his Conditional Use Permit #15-006 so that he may go forward in selling his property.

A motion was made by Commissioner Galusha and seconded by Commissioner Cisneros to approve the removal of the non-transferable clause from Conditional Use Permit #15-006 on behalf of ACME Growers. Motion passed with Commissioner Andreatta abstaining.

10:56 A.M. Warner Smith met with the Board asking for a building waiver request to build a home next to his shop outside of La Veta. Mr. Smith was directed to contact the Land Use Department for forms he needs to proceed on building a home.

11:04 A.M. Howard Sweeney met with the Board requesting a Certificate of Occupancy for his home in Black Diamond Park. Chief Building Inspector Terry Sandoval will schedule an appointment for inspection.

County Administrator Carl Young and the Board reviewed action items.

A motion was made by Commissioner Andreatta and seconded by Commissioner Galusha to adopt Resolution #21-09, A RESOLUTION RECOGNIZING DALE "DJ" VAN MATRE AND PROCLAIMING APRIL 10, 2021 AS DALE "DJ" VAN MATRE DAY IN HUERFANO COUNTY, COLORADO. Motion passed by unanimous vote.

A motion was made by Commissioner Galusha and seconded by Commissioner Andreatta to adopt Resolution #21-10, A RESOLUTION APPOINTING BRUCE ROSCOE AS COUNTY ENGINEER AND GMS ENGINEERING AS ON-CALL COUNTY

**ENGINEER AND THE GARDNER PUBLIC IMPROVEMENT DISTRICT ENGINEER
WITH A TERM EXPIRING ON APRIL 1, 2023. Motion passed by unanimous vote.**

**A motion was made by Commissioner Andreatta and seconded by
Commissioner Galusha to allow Chairman Cisneros to sign the Master
Agreement for Professional Services between Huerfano County and Meyer &
Sams, Inc. dba/GMS, Inc. regarding the Gardner Public Improvement District.
Motion passed by unanimous vote.**

**A motion was made by Commissioner Galusha and seconded by Commissioner
Andreatta to approve the Contract For Services Agreement for Fiesta Park
Seasonal Contract Position between Huerfano County and Art Cruz commencing
May 1, 2021 until September 30, 2021. Motion passed by unanimous vote.**

**A motion was made by Commissioner Galusha and seconded by Commissioner
Andreatta to approve the Contract For Services Agreement for Fiesta Park
Seasonal Contract Position between Huerfano County and Jim Garcia
commencing May 1, 2021 until September 30, 2021. Motion passed by
unanimous vote.**

**A motion was made by Commissioner Andreatta and seconded by
Commissioner Galusha to approve the Application for Absolute and Conditional
Underground Water Rights regarding the Gardner Water and Sanitation Public
Improvement District and the Colorado District Court Water Division Two.
Motion passed by unanimous vote.**

**A motion was made by Commissioner Galusha and seconded by Commissioner
Andreatta to approve the contract between Huerfano County and Hoehn
Architects, PC regarding the masonry project on the courthouse and jail in the
amount of \$25,030.00. Motion passed by unanimous vote.**

County Administrator Carl Young and the Board reviewed correspondence.

A motion was made by Commissioner Galusha and seconded by Commissioner Andreatta to go into Executive Session with County Attorney regarding pending litigation. Motion passed by unanimous vote.

A motion was made by Commissioner Galusha and seconded by Commissioner Andreatta to come out of Executive Session and go back into Regular Session. Motion passed by unanimous vote.

A motion was made by Commissioner Galusha and seconded by Commissioner Andreatta to adjourn the meeting. Motion passed by unanimous vote.

Meeting adjourned at 11:53 A.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

5/3/2021

NAME:

Brian Musilli

PAYROLL :

5/31/2021

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

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

TERMINATION

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

Motion to approve the resignation of Brian Musilli effective May 3, 2021.

Elected Official/Department Manager

Gerald A. Cisneros, Chairman

Date

Date

Date to Finance Office:

Melva Zagar

Human Resources

Huerfano County

To whom It may Concern,

Please accept this letter of recognition as my notification to retire effective May 3, 2021. I am requesting May 3, 2021 to be my last day.

I have truly enjoyed all of my 39 years with the Huerfano County Road and Bridge Department and will miss all of my co-workers and my truck, but I feel the time has come to start my retirement.

Sincerely,

A handwritten signature in black ink that reads "Brian Musilli". The signature is written in a cursive style with a large, stylized 'B' and a clear 'Musilli'.

Brian Musilli

HUERFANO COUNTY

PAYROLL STATUS CHANGE

EFFECTIVE DATE

3/29/2021

NAME:

Dustin Beasley

PAYROLL :

4/15/2021

CHANGE OF
ADDRESS/
PHONE

STREET

CITY, STATE, ZIP

TELEPHONE

CHANGE

FROM

(DOES NOT APPLY TO NEW EMPLOYEE)

TO

JOB TITLE

Veterans Officer

DEPARTMENT

Administration

HOURS

ANNUAL SALARY

\$14,372.85

SEMI-MONTHLY
SALARY

HOURLY SALARY

OTHER SALARY

Part-time 20 hrs. Non-Exempt

REASON FOR CHANGE

NEW HIRE

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

TERMINATION

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

Motion to accept Dustin Beasley's resignation he was unable to fulfill his requirement of 20 hours a week.

Elected Official/Department Manager

Gerald A. Cisneros, Chairman

Date

Date

Date to Finance Office:

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		4/7/2021
NAME: Destry DeWolf	PAYROLL :	4/30/2021

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Veterans Officer
DEPARTMENT		Administration
HOURS		
ANNUAL SALARY		\$14,372.85
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		Part-time 20hrs wk. Non-Exempt

REASON FOR CHANGE

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

Motion to hire Destry DeWolf contingent upon completion of a CBI background check, drug screen with a negative result, and copy of a current unrestricted driver's license.

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

____ Melva Zagar _____ 4/1/2021 _____

Gerald A. Cisneros, Chairman

John Galusha, Vice-Chairman

Arica Andreatta, Commissioner

Date

Date to Finance Office:

PETITION FOR ABATEMENT OR REFUND OF TAXES

County Name HUERFANO

Date Received _____
Use Assessor's or Commissioners Date Stamp

Section I: Petitioner: please complete Section I only

Date: March 24 2021
Month DAY Year

Petitioner's Name: Dakota Mobile Home Park
Petitioner's mailing address: PO Box 206
Walsenburg CO 81089
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>5113485</u>	<u>1972 TCMH 701414041 70x14 TITLE 002632623</u>
	<u>SPACE #8</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the property for the property tax year 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Manufactured home was double assessed with Schedule 5112539 for 2020.

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

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

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

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

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

Section II: Assessor's Recommendation			
(For Assessor's Use Only)			
	Tax Year	<u>2020</u>	
	<u>Actual</u>	<u>Assessed Value</u>	<u>Tax</u>
Original	<u>6,823</u>	<u>488</u>	\$ <u>40.12</u>
Corrected	<u>0</u>	<u>0</u>	\$ <u>-</u>
Abate/Refund	<u>6,823</u>	<u>488</u>	\$ <u>40.12</u>

☒ Assessor recommends approval as outlined above

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

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

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

Elisha Meadows
Assessor's or Deputy Assessor's Signature

(Section III or Section IV must be completed)

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

Section: III		Written Mutual Agreement of Assessor and Petitioner (Only for abatements up to \$10,000)		
The Commissioners of _____ County authorize the Assessor by Resolution No. _____				
to review petitions for abatement or refund and to settle by written mutual agreement any such petition for				
abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule				
of personal property, in accordance with *39-1-113(1.5), C.R.S.				
Tax Year				
<u>Actual</u> <u>Assessed</u> <u>Tax</u>				
Original				
Corrected				
Abate/Refund				
Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the county treasurer for full payment information				
_____ Petitioner's Signature			_____ Date	
_____ Assessor's or Deputy Assessor's Signature			_____ Date	

Section IV:			Decision of the County Commissioners		
(must be completed if Section III does not apply)					
WHEREAS, The County Commissioners of <u>Huerfano</u> County, State of Colorado, at a duly and lawfully called regular meeting held on <u>04 / 06 / 2020</u> , at which meeting there were present the following members:					
Month Day Year					
Gerald A. Cisneros, John Galusha, Arica Andreatta					
with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and Assessor <u>Treasurer - Debra Reynolds</u> (being present--not present) and					
Name					
petitioner <u>Dakota Mobile Home Park</u> (being present--not present), and WHEREAS, The said					
Name					
County Commissioners have carefully considered the within application, and are fully advised in relation thereto NOW BE IT RESOLVED, That the Board (agrees--does not agree) with the recommendation of the assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:					
<u>2020</u>	<u>488</u>	<u>40.12</u>			
Year	Assessed Value	Taxes Abate/Refund			
Chairperson of the Board of County Commissioners' Signature					
I, <u>Nancy Cruz</u> , County Clerk and Ex-officio Clerk of the Board of County Commissioners					
in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners					
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County					
this <u>06</u> day of <u>April</u> , <u>2021</u>					
Month	Year				
County Clerk's or Deputy County Clerk's Signature					
Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.					

Section V:	Action of the Property Tax Administrator (For all abatements greater than \$10,000)
The Action of the Board of County commissioners, relative to the within petition, is hereby ___ Approved; ___ Approved in part \$ _____; ___ Denied for the following reason(s): _____ Secretary's Signature _____ Property Tax Administrator's Signature	

PETITION FOR ABATEMENT OR REFUND OF TAXES

County Name HUERFANO

Date Received _____
Use Assessor's or Commissioners Date Stamp

Section I: Petitioner: please complete Section I only

Date: March 24 2021
Month DAY Year

Petitioner's Name: Barbara Goodall
Petitioner's mailing address: 4055 Comanche Dr
Walsenburg CO 81089
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>33395122</u>	<u>LOT 122 NAVAJO RANCH RESORTS #4</u>
_____	_____
_____	_____

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the property for the property tax year 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Home & Garage burnt December of 19, should have been removed for 2020 taxroll.

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

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

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

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

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

Section II: Assessor's Recommendation			
(For Assessor's Use Only)			
	Tax Year	<u>2020</u>	
	<u>Actual</u>	<u>Assessed Value</u>	<u>Tax</u>
Original	<u>105,721</u>	<u>7,559</u>	\$ <u>598.56</u>
Corrected	<u>20,361</u>	<u>1,456</u>	\$ <u>115.28</u>
Abate/Refund	<u>85,360</u>	<u>6,103</u>	\$ <u>483.28</u>

☒ Assessor recommends approval as outlined above

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

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

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

Elisha Meadows
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

Section: III		Written Mutual Agreement of Assessor and Petitioner (Only for abatements up to \$10,000)	
The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with *39-1-113(1.5), C.R.S.			
	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the county treasurer for full payment information			
Petitioner's Signature _____		Date _____	
Assessor's or Deputy Assessor's Signature _____		Date _____	

Section IV:		Decision of the County Commissioners (must be completed if Section III does not apply)							
WHEREAS, The County Commissioners of <u>Huerfano</u> County, State of Colorado, at a duly and lawfully called regular meeting held on <u>04 / 06 / 2020</u> , at which meeting there were present the following members: Month Day Year <u>Gerald A. Cisneros, John Galusha, Arica Andreatta</u>									
with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and Assessor <u>Treasurer - Debra Reynolds</u> (being present —not present) and Name petitioner <u>Barbara Goodall</u> (being present —not present), and WHEREAS, The said Name County Commissioners have carefully considered the within application, and are fully advised in relation thereto NOW BE IT RESOLVED, That the Board (agrees —does not agree) with the recommendation of the assessor and the petition be (approved —approved in part—denied) with an abatement/refund as follows: <table style="width:100%"><tr><td align="center"><u>2020</u></td><td align="center"><u>6,103</u></td><td align="center"><u>483.28</u></td></tr><tr><td align="center">Year</td><td align="center">Assessed Value</td><td align="center">Taxes Abate/Refund</td></tr></table>				<u>2020</u>	<u>6,103</u>	<u>483.28</u>	Year	Assessed Value	Taxes Abate/Refund
<u>2020</u>	<u>6,103</u>	<u>483.28</u>							
Year	Assessed Value	Taxes Abate/Refund							
Chairperson of the Board of County Commissioners' Signature <u>I, Nancy Cruz</u> County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners									
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this <u>06</u> day of <u>April</u> , <u>2021</u> . Month Year									
County Clerk's or Deputy County Clerk's Signature									
Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.									

Section V:		Action of the Property Tax Administrator (For all abatements greater than \$10,000)	
The Action of the Board of County commissioners, relative to the within petition, is hereby ___ Approved; ___ Approved in part \$ _____; ___ Denied for the following reason(s): _____			
Secretary's Signature _____		Property Tax Administrator's Signature _____	

PETITION FOR ABATEMENT OR REFUND OF TAXES

County Name HUERFANO

Date Received 1-25-21
Use Assessor's or Commissioners Date Stamp

Section I: Petitioner: please complete Section I only

Date: 1 25 21
Month DAY Year

Petitioner's Name: Joseph Paul ZubaL
 Petitioner's mailing address: PO Box 128
Aguilar CO 81020
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

47 437

Und/2 Twp 29 Rng 66, Sec 29
52NE4, NE4NE4, 52SW4, N25W4

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the property for the property tax year 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Property is and has always been deeded
 & Lease attached.

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

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


Petitioner's Signature

Daytime Phone Number 680-1365
Email _____

BY _____
Agent's Signature *

Daytime Phone Number _____
Email _____

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

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

Section II:

Assessor's Recommendation

(For Assessor's Use Only)

Tax Year 2020

Actual

Assessed ValueTax

Original 24080

6983

495.16

Corrected 2096

608

43.09

Abate/Refund 21984

6375

452 01

☒ **Assessor recommends approval as outlined above**

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

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

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

Elisha Meadows

Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

Section: III		Written Mutual Agreement of Assessor and Petitioner	
		(Only for abatements up to \$10,000)	
The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with *39-1-113(1.5), C.R.S.			
	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the county treasurer for full payment information			
Petitioner's Signature _____		Date _____	
Assessor's or Deputy Assessor's Signature _____		Date _____	

Section IV:		Decision of the County Commissioners	
		(must be completed if Section III does not apply)	
WHEREAS, The County Commissioners of <u>Huerfano</u> County, State of Colorado, at a duly and lawfully called regular meeting held on <u>04 / 06 / 2020</u> , at which meeting there were present the following members: Month Day Year <u>Gerald A. Cisneros, John Galusha, Arica Andreatta</u>			
with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and Assessor <u>Treasurer - Debra Reynolds</u> (being present--not present) and Name petitioner <u>Joseph Paul Zubal</u> (being present--not present), and WHEREAS, The said Name County Commissioners have carefully considered the within application, and are fully advised in relation thereto NOW BE IT RESOLVED, That the Board (agrees--does not agree) with the recommendation of the assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:			
<u>2020</u>	<u>6375</u>	<u>452.01</u>	
Year	Assessed Value	Taxes Abate/Refund	
Chairperson of the Board of County Commissioners' Signature <u>I, Nancy Cruz</u> County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners			
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this <u>06</u> day of <u>April</u> , <u>2021</u> Month Year			
County Clerk's or Deputy County Clerk's Signature			
Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.			

Section V:		Action of the Property Tax Administrator	
		(For all abatements greater than \$10,000)	
The Action of the Board of County commissioners, relative to the within petition, is hereby ___ Approved; ___ Approved in part \$ _____; ___ Denied for the following reason(s): _____			
Secretary's Signature _____		Property Tax Administrator's Signature _____	

Action Items	
	April 06,2021
<u>ITEM</u>	<u>SUBJECT</u>
CDHSEM Grant Award	2021 Access & Functional Needs Whole Community
FAA Grant Application	SP Airport
GH Phipps CO OCO-009	HC Judicial Center
RPI Service Agreement	Economic Development Retail Support & Entrepreneurship
USFS Cost Share Agreement	Spring Creek Fuel Reduction
General Liability Invoice	SP Airport
CDPHE Grant Award	Gardner PID WQIF



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

Brittney Ciarlo
Huerfano County, County Recovery Manager
401 Main St
Walsenburg, CO 81089

March 5, 2021

Re: 2021 Access & Functional Needs Whole Community Inclusion Grant Award Letter - 21AFN3WCIG

Dear Ms. Ciarlo,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your application for funding pursuant to the **2021 Access & Functional Needs Whole Community Inclusion Grant Program** is approved in the amount of **\$22,286.00** (funding source: State Funds). Project funding award is based on the project description provided in the application and outlined in the following table:

Description	State Share Amount
Equipment	\$17,286.00
Training / Exercise	\$5,000.00
TOTAL GRANT AWARD	\$22,286.00

DHSEM will issue your grant award as a Small Dollar Grant Agreement (SDGA). The issuance of a SDGA functions like a 'purchase order' for requests for reimbursements (RFRs) in the State financial system, and **does not** require original signatures on a formal agreement from your approving authorities.

To issue the SDGA, DHSEM must receive the following up-to-date forms (included with this letter) submitted electronically to **Sadie Martinez** at Sadie.Martinez@state.co.us, and confirm information on file for the following forms (included with this letter):

1. *Request for Taxpayer Identification Number and Certification (W-9)* form
2. *Electronic Funds Transfer (EFT)* form with appropriate bank letter or voided check

After receiving the above mentioned required form and confirming organizational information in W-9 and EFT documents on file at DHSEM, DHSEM will issue the completed SDGA and terms and conditions for your grant award to you. If the W-9 or EFT forms on file with DHSEM differ from those of your organization, new forms are required to be sent to DHSEM to update our financial system prior to issuing and completing the SDGA process.

The period of performance for the 2021 Access & Functional Needs Whole Community Inclusion Grant Program SDGA is from **April 1, 2021, to June 30, 2021**. All requests for reimbursements must cover



COLORADO

Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

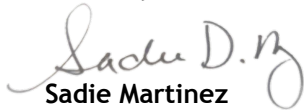
Jared Polis, Governor | Stan Hilkey, Executive Director

work completed, or expenditures claimed, within this period of performance. Request For Reimbursement For (RFR) and Progress Report submissions to Sadie.Martinez@state.co.us.

For questions regarding your SDGA or the 2021 Access & Functional Needs Whole Community Inclusion Grant Program, please contact **Sadie Martinez** at **(720) 610-1691** or Sadie.Martinez@state.co.us.

Please feel free to contact Larisa Cannon at (303) 239-4183 or Larisa.Cannon@state.co.us if you have further questions regarding the agreement process. Thank you for your assistance in managing this grant award.

Sincerely,



Sadie Martinez
Access and Functional Needs Coordinator
Division of Homeland Security and Emergency Management

Attachments: Letter of Acceptance
W-9 Form
EFT Form



COLORADO
Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Office of Grants Management

8000 S. Chester Street, Suite 575
Centennial, CO 80112

Letter of Acceptance

March 5, 2021

Encumbrance Number: 21AFN3WCIG

Subrecipient Name: Huerfano County

Grant Name: 2021 Access & Functional Needs Whole Community Inclusion Grant

This letter serves as notification and acceptance of the Small Dollar Grant Agreement (SDGA) for the **2021 Access & Functional Needs Whole Community Inclusion Grant Program** in the amount of **\$22,286.00** issued by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (CDPS/DHSEM).

By signing below, the agency, in accordance with acceptance, acknowledges the receipt, review and concurrence of the provided terms and conditions, scope of work, and any additional requirements identified. Additionally, the following required documents on file at DHSEM are confirmed as accurate and up-to-date, or updated documents are included with this Letter of Acceptance for issuance of the award through the State financial system:

1. Current *Request for Taxpayer Identification Number and Certification (W-9)* form
2. Current *Electronic Funds Transfer (EFT)* form with appropriate bank letter or voided check

* Or an email from a Financial Officer (Sr. Level or higher) stating no changes from your last W-9 & EFT submission.

By signing and returning this letter, the undersigned holds authority to enter into, and understands and accepts all the terms and conditions outlined for the Small Dollar Grant Agreement referenced above.

By (Printed Name): _____

Title: _____

* Signature

Date



COLORADO

Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director

STATEMENT OF WORK

State Agency Department of Public Safety	Grant Maximum Amount \$22,286.00
Grantee Huerfano County	Grant Issuance Date March 5, 2021
Small Dollar Grant Agreement Number:	Grant Expiration Date June 30, 2021
Encumbrance #: 21AFN3WCIG	Fund Expenditure End Date June 30, 2021
Subrecipient DUNS#: 014846562	Grant Authority CRS §24-1-128.6, funds have been budgeted, appropriated and otherwise made available pursuant to said statute.
Total Award of State Award: \$176,500.00	
State Award Date: March 5, 2021	
Name of State Awarding Agency: DHSEM	
Identification if the Award is for R&D: No	

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project Description. Grantee will start a new CERT team locally and purchase training materials, kits, PPE and other items necessary for the training and implementation of this team. Huerfano County will also purchase deployable generators for the purpose of life safety and to ensure DME and oxygen needs can be met for the Access and Functional Needs population, which will be kept in different locations to be deployed in the case of an event. Subrecipient will execute and complete the projects as specified and outlined in their approved AFN Grant Funding Request..

1.2 Project Expenses. Project expenses include the costs to start a new CERT team locally with inclusion of training material, kits, PPE and other items necessary for the training and implementation of the team. The project expenses also include the costs to purchase deployable generators as described in §1.1 of this Statement of Work (SOW). All eligible expenses are listed in the budget agreement amount table of §8 of this SOW.

2. DELIVERABLES:

2.1 Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Statement of Work.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Financial Status and Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated on the Award Letter. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the forms provided by the Colorado Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below (*The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the "report period" reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open*):

Report Period	Due Date
April – June	June 30

3.2 Final Reports: Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after the Colorado Division of Homeland Security and Emergency Management has received and sent notice of acceptance of the final grant report.

4. TESTING AND ACCEPTANCE CRITERIA:

The Colorado Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Colorado Division of Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The Colorado Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1 Payment Schedule: Grantee shall submit requests for reimbursement using the Colorado Division of Homeland Security and Emergency Management’s provided form at least monthly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Statement of Work. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Colorado Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

5.2 Remittance Address. If mailed, payments shall be sent to the representative identified in §6 of this SOW

Grant Representative:

Huerfano County
401 Main St
Walsenburg, CO 81089

6. PRINCIPAL REPRESENTATIVES:

For the State:

Sadie Martinez, Access & Functional Needs
Coordinator
Department of Public Safety, DHSEM
9195 E Mineral Ave, Suite 200
Centennial, CO 80112
Sadie.Martinez@state.co.us

For Grantee:

Brittney Ciarlo
County Recovery Manager
Huerfano County
401 Main St
Walsenburg, CO 81089
bciarlo@huerfano.us

7. ADMINISTRATIVE REQUIREMENTS

Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices,

vouchers, equipment/services identification, and time and effort reports.

7.1 Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

7.1.1 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$10,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$10,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

7.1.2 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided, and the nature of the services.

7.2 Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source, or other procurement issues. In addition:

7.2.1 Any sole source transaction in excess of \$250,000 shall be approved in advance by the Colorado Division of Homeland Security and Emergency Management.

7.2.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

7.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.sam.gov>.

7.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -"This project was supported by grant 21AFN3WCIG, issued by the Colorado Division of Homeland Security and Emergency Management."

7.2.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$10,000 or more, are assigned without the prior written consent of the Colorado Division of Homeland Security and Emergency Management.

7.2.6 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee's own funds.

7.3 Additional Administrative Requirements:

7.3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Division of Homeland Security and Emergency Management.

- 7.3.2** All applicant agencies that will or have purchased shareable resources with grant funds provided through the Colorado Division of Homeland Security and Emergency Management, must agree to participate in the State Emergency Management Resource program through the Colorado Resource Rate Form (CRRF) and update their availability status as requested.
- 7.3.3** Grant funds should be used to gather data, lessons learned, and good and promising practices on Whole Community Inclusion emergency management to be used in future years to build Access & Functional Needs whole community inclusion resources (people, places, things) and depth in local levels.
- 7.3.4** Focusing on using grant funds towards the gaps identified from lessons learned from COVID-19 responses, fires, floods, or other threats from all-hazards, Colorado Emergency Preparedness Assessment (CEPA), Threat and Hazard Identification and Risk Assessment (THIRA), After Action Reports (AAR) that have identified Access & Functional Needs communication, maintaining health, independence, support services, safety, and transportation (CMIST) resource needs (people, places, or things) to fill those gaps or to enhance the core capability.
- 7.3.5** These resources should be used to support and encourage the local emergency management to "plan with" whole community inclusion Access & Functional Needs partners/stakeholders as they build their "whole community inclusion" program.
- 7.3.6** All funding related to exercises must include people with access and functional needs be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and must be National Incident Management System (NIMS) compliant. Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager and Access and Functional Needs Coordinator within 45 days of the exercise.
- 7.3.7** All funding related to the Whole Community Inclusion Grant Pilot should demonstrate and capture practices following [Section 504 of the Rehabilitation Act](#) that ensures nondiscrimination for individuals with disabilities by providing [equal access](#) to programs, physical accessibility of facilities, effective communication, and [reasonable accommodations](#).

8. BUDGET AGREEMENT AMOUNT TABLE:

<i>Project Activity/Line Item</i>	<i>State Share</i>	<i>TOTAL Project</i>
Equipment	\$17,286.00	\$17,286.00
Training / Exercise	\$5,000.00	\$5,000.00
TOTAL BUDGET	\$22,286.00	\$22,286.00
TOTAL AWARD AMOUNT		\$22,286.00

e-Signature Grant Sponsor Request Form

FAA Airports Division (ARP) is offering e-signature for all grants via Adobe e-Signature. This will expedite the process so that airport Sponsors receive grants as quickly as possible. If you would like to receive your grant via email for e-signature, please complete this form.

Sponsors do not need any special software to sign grants electronically.

Documents are emailed in the order specified below, and only one signature is required for each step (known as a signature block) in the process. The request for signature is sent by email, sequentially after the signature from the previous block is complete.

For each signature block, a Sponsor may submit more than one individual to have an equal right to sign, however only one signature is applied. For example, two Sponsor names can be entered under the Sponsor signature block, a primary and back-up, however only one will be able to sign.

If an airport has co-sponsors, the airport co-sponsors will need to fill out the Sponsor, Attorney, Co-Sponsor and Co-Sponsor Attorney signature blocks.

If an airport has more than two sponsors, the sponsors need to indicate this in the space provided at the end of the form.

When the e-signature process is complete, everyone, including the individuals listed below that did not sign, will receive an email copy of the signed document.

Airport Name

City

State

Sponsor Signature Block:

Full Name

Title

Email Address

Phone Number

Attorney Signature Block:

Full Name

Title

Email Address

Phone Number

Co-Sponsor Signature Block:

Full Name	Title	Email Address	Phone Number

Co-Sponsor Attorney Signature Block:

Full Name	Title	Email Address	Phone Number

CC Recipient – (Read-only access to grant – will receive email and copy of grant when grant submitted and completed)

Full Name	Title	Email Address	Phone Number

Please note, if you need multiple Sponsor signatures, or other exceptions, please explain below:

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

*2. Type of Application

☒ New

☐ Continuation

☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

NA

4. Applicant Identifier:

4V1 (Spanish Peaks Airfield) Walsenburg, CO

*5b. Federal Entity Identifier:

08-0079

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: County of Huerfano

*b. Employer/Taxpayer Identification Number (EIN/TIN):

84-6000772

*c. Organizational DUNS:

01-484-6562

d. Address:

*Street 1: 401 Main Street, Ste. 201

Street 2: _____

*City: WALSENBURG

County/Parish: _____

*State: CO

Province: _____

*Country: USA: United States

*Zip / Postal Code 81089

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms. *First Name: Melanie

Middle Name: _____

*Last Name: Bounds

Suffix: _____

Title: Public Works Director

Organizational Affiliation:

*Telephone Number: 719-738-3000 x105

Fax Number:

*Email: mbounds@huerfano.us

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$13,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 3

*b. Program/Project: 3

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	_____	\$13,000.
*b. Applicant	_____	\$0
*c. State	_____	\$0
*d. Local	_____	\$0
*e. Other	_____	\$0
*f. Program Income	_____	\$0
*g. TOTAL	_____	\$13,000.

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: _____

Middle Name: _____

*Last Name: _____

Suffix: _____

*Title: _____

*Telephone Number: _____

Fax Number: _____

* Email: _____

*Signature of Authorized Representative: _____

*Date Signed: _____



496 Nevada Mesa View
Colorado Springs CO 80907-4347
(303) 571-5377

PM - CHANGE ORDER

NO. OCO-009

Page: 1 of 1

Title: Owner Change Order #9
Project: Huerfano County-Courthouse
To: Huerfano County
703 Walsen Ave
Walsenburg, CO 81089
Issue Date: 04-01-2021
Job: 19J2098
Contract: 19J2098
Transmittal ID:

Code	Description	Bill Amount
E13064	Devalue Asphalt at 25% for low density tests	-54,986.50
E13065	Power to 14 delayed egress doors	25,000.00

Total: -29,986.50

The Original Contract Sum was 9,589,000.00

Net Change by Previously Authorized Requests and Changes 246,495.16

The Contract Sum Prior to This Change Order was 9,835,495.16

The Contract Sum will be Increased -29,986.50

The New Contract Sum Including This Change Order 9,805,508.66

The Contract Time Will Not Be Changed

The Date of Substantial Completion as of This Change Order therefore is

ACCEPTED:

GH Phipps Construction Co.

Contractor

496 Nevada Mesa View

Colorado Springs, CO 80907-4347

Address

Huerfano County

Owner

703 Walsen Ave

Walsenburg, CO 81089

Address

By (signature)

Mike Beaudoin

Date

4-1-21

By (signature)

Date



496 Nevada Mesa View
Colorado Springs, CO 80907-4347
719-633-4673
719-471-3169 (fax)

Change Order Request
No. E13064

Title: Devalue Asphalt at 25% for low density tests
Project: Huerfano County-Courthouse
To: John Galusha
Huerfano County
401 Main St
Walsenburg, CO 81089

Date: Mar 11, 2021
Job No.: 19J2098

DESCRIPTION OF PROPOSAL

**** Please reference attached Change Order Worksheet for detailed cost breakdown.**

**** Schedule Impact:** Unless clarified above, GH Phipps Construction Co. reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

SUMMARY OF COSTS

Subcontractors	-\$ 54,986.50
TOTAL FOR ABOVE CHANGE ORDER REQUEST	-\$ 54,986.50

- ☐ We have proceeded with this work per your direction
- ☒ Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

APPROVALS

By: [Signature]
Project Manager, GH Phipps Construction Co.

By: _____

Date: 3-11-21

Date: _____

CC:



496 Nevada Mesa View
Colorado Springs, CO 80907-4347
719-633-4673
719-471-3169 (fax)

Change Order Request
No. E13065

Title: Power to 14 delayed egress doors
Project: Huerfano County-Courthouse
To: John Galusha
Huerfano County
401 Main St
Walsenburg, CO 81089

Date: Mar 19, 2021
Job No.: 19J2098

DESCRIPTION OF PROPOSAL

**** Please reference attached Change Order Worksheet for detailed cost breakdown.**

**** Schedule Impact: Unless clarified above, GH Phipps Construction Co. reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.**

SUMMARY OF COSTS

Subcontractors	\$ 22,747.00
Change Order Request Mark-Ups	\$ 2,253.00
TOTAL FOR ABOVE CHANGE ORDER REQUEST	\$ 25,000.00

- ☐ We have proceeded with this work per your direction
- ☒ Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

APPROVALS

By: 
Project Manager, GH Phipps Construction Co.
Date: 3-19-21

By: _____
Date: _____

CC:

Agreement for Services

Huerfano County, CO

Retail Support and Entrepreneurship Action Plan

April 2021

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into by and between Huerfano County, Colorado ("Client") and RPI Consulting LLC, 1911 Main Avenue Suite 224, Durango, CO 81301 ("RPI").

RECITALS

1. **WHEREAS**, RPI specializes in economic development strategic planning and feasibility analysis; and
2. **WHEREAS**, the Client desires to contract with RPI for completing a Retail Support and Entrepreneurship Action Plan.

THEREFORE, the parties agree to enter into this Agreement for Services with the following terms and conditions.

1. **SCOPE OF SERVICES.** RPI agrees to perform the services and provide the products as listed in **Attachment A – Scope of Services and Budget**
2. **COMPENSATION.** The Client agrees to compensate RPI in the not-to-exceed amount of: \$64,300 (sixty four thousand three hundred dollars) for services provided by RPI as listed in **Attachment A – Scope of Services and Budget**.
3. **PROPOSAL ATTACHED.** Further detail about the scope of work, schedule and team qualifications is included for reference in **Attachment B - Proposal**.
4. **PROVISION OF PUBLIC INFORMATION.** The Client agrees to provide all available requested public information that is available to them to RPI. The Client agrees to accept any billing or payments required by public agencies holding the requested information, which billings and payments shall first be authorized by the Client. The Client acknowledge that this project will require assistance from the Client from time to time to answer questions, gather background information, and provide input to RPI when such input is requested.

5. **CONTACT PERSONS.** The primary contact person(s) for The Client and RPI Consulting LLC are:

Client:	RPI Consulting LLC:
Carl Young, Huerfano County Administrator	Gabe Preston, Company Owner
401 Main Street, Suite 101	1911 Main Avenue Suite 224
Walsenburg, Colorado, 81089	Durango, CO 81301
(719) 738-3485	(970) 382-9886
cyoung@huerfano.us	gabe@rpiconsulting.org

Both parties agree to provide written notice to the other party of any change in the above contact information.

6. **INDEPENDENT CONTRACTOR.** In rendering services hereunder, RPI shall be acting as an independent contractor and not as an employee or agent of the Client. As independent contractors, neither RPI nor the Client shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of RPI or the Client, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership. RPI shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to RPI under this Agreement.
7. **BILLING.** RPI shall submit invoices based on completion of phases as priced in **Attachment A – Scope of Services and Budget** or on the percentage of completion of these phases. Upon request, the Client shall have access to backup payroll documentation identifying individual employee, date, and hours worked to verify the charges. The Client shall pay the invoice within forty-five (45) days of receipt unless the work or the documentation thereof is unsatisfactory.
8. **CONFIDENTIAL INFORMATION.** Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence, subject to the requirements of the Open Records Act. Information so obtained shall not be divulged, furnished or made accessible to third parties without the written permission of the other party to this Agreement.
9. **INSURANCE.** RPI agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the Client. All coverages shall be continuously maintained

during the term of this agreement. Each shall be primary insurance and any insurance carried by the Client, its officers, or its employees, shall be excess and not contributory insurance to that provided by RPI. RPI shall provide the Client with certificates of insurance, or other acceptable evidence, showing the required coverages. The Client reserves the right to request and receive a certified copy of any policy.

- a. RPI shall procure and maintain the minimum insurance coverages listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of RPI engaged in the performance of work under this agreement.
 - ii. Professional liability errors and omissions coverage with One Million Dollars (\$1,000,000.00) per occurrence.
 - iii. General liability coverage of Two Million Dollars (\$2,000,000) per occurrence.
 - iv. Auto liability coverage of One Million Dollars (\$1,000,000) per accident.
- b. RPI shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- c. Failure on the part of RPI to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Client may immediately terminate this contract, or at its discretion the Client may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Client shall be repaid by RPI upon demand, or the Client may offset the cost of the premiums against any monies due to RPI.
- d. RPI shall be responsible for any deductible under any policy required above.

10. **CONTRACT TERMINATION.** This Agreement may be terminated by the Client for cause in the event of unacceptable or insufficient performance by RPI and failure to remedy such deficient performance within fifteen (15) days of written notice specifying such deficiency.

11. **IMMIGRATION COMPLIANCE CERTIFICATION.** Pursuant to COLO. REV. STAT. § 8-17.5-101, et seq, RPI certifies the following:

- a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

- b. Contractor shall not enter into a contract with a subcontractor that fails to certify to RPI that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- c. RPI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).
- d. If RPI obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, RPI shall be required to: (a) notify the Subcontractor and the Client within three (3) days that RPI has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor, if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that RPI shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. RPI shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
- f. If RPI violates these illegal alien provisions, the Client may terminate this Contract for a breach of contract. If this Contract is so terminated, RPI shall be liable for actual and consequential damages to the Client. The Client will notify the Office of the Secretary of State if RPI violates these provisions and the Client terminates this Contract for that reason.
- g. RPI shall notify the Client of participation in the Department Program and shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract, affirm that RPI has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Client.

12. COUNTERPARTS: FACSIMILE TRANSMISSION. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall

be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

13. PAYMENTS BY THE CLIENT. Any and all payments of money by the Client pursuant to this agreement shall be subject to the annual appropriations of money.

14. GOVERNMENTAL IMMUNITY. RPI understands and acknowledges that the Client relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, COLO. REV. STAT. § 24-10-101, *et seq.*

15. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Huerfano County, Colorado.

16. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be unenforceable or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

17. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

18. ASSIGNMENT. RPI shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the Client.

19. SUBCONTRACTOR. RPI will enter into a sub-contract with AccompanyCo (Thea Chase) for assistance in completing the work as outlined in **Attachment A – Scope of Services and Budget.**

20. ENTIRE AGREEMENT. This Agreement (including the exhibits, schedules and other documents referred therein) constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof.

Agreement read, understood and accepted:

THE CLIENT:

Huerfano County, Colorado

By: _____

Title: _____

Signature _____

Date _____

RPI CONSULTING, LLC:

By:
Gabe Preston

Company Owner, RPI Consulting LLC

Signature _____

Date _____

Attachment A – Scope of Services and Budget

Task	Budget
Task 1 Kickoff	\$1,600
Task 2 Demand -Side assessment of Retail, Hospitality, Tourism Market	\$6,700
Task 3 Supply-Side assessment of Retail, Hospitality, Tourism Market	\$8,300
Task 4 Ecosystem Assessment	\$9,700
Task 5 Action Plan	\$11,000
Task 6 Feasibility Analysis: Makerspace(s) and business incubator	\$19,400
Task 7 Draft and Final Report and Presentations	\$7,600
Total	\$64,300

Attachment B - Proposal

PROPOSAL

Huerfano County, CO

Retail Support and Entrepreneurship Action Plan

Prepared by:





To: Carl Young
Huerfano County Administrator

From Gabe Preston, RPI Consulting, Company Owner
1911 Main Avenue Suite 224
Durango, CO 81301
gabe@rpiconsulting.org
(970) 382-9886

Subject: Proposal for Retail Support and Entrepreneurship Action Plan #2021-06

We started RPI Consulting back in 2002 so that we could work on projects like this one in places like Huerfano County. RPI Consulting is an economic planning firm focused solely on rural communities and small towns in Colorado and in the interior western U.S. The focus on entrepreneurship and workforce development articulated in the project RFP resonates with us. We know from decades of working in rural communities that the people who want to be in Huerfano County are the driving force for economic growth and prosperity. We also know that guidance and support for entrepreneurship and workforce development makes a big difference. We have a lot to learn about your community and need to get up to speed on your project and initiatives, but from our reading of the project RFP, we believe that the RPI Consulting team will be a good fit for this project.

In 2017, we had our first opportunity to work with Thea Chase while working on a regional economic diversification strategy for the "West-End" of Montrose and San Miguel Counties and we worked with her ever since. Thea is an "all-in" economic development practitioner who specializes in strategic planning, startup ecosystems and infrastructure projects to support those ecosystems such as business incubators, accelerators, coworking and makerspaces. Her knowledge and value as a consultant came from on-the-ground experience in starting and running business incubators, accelerators, makerspaces and other platforms that inspire and support business growth and start-up. Thea's recently launched AccompanyCo will be a subcontractor to RPI Consulting.

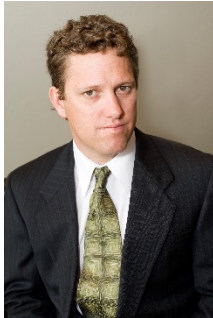
So that's the idea, we have a great team that is highly qualified for every component of the project and are ready to get to work. Please contact me anytime and I encourage you to contact our references.



Project Team



RPI Consulting is an economic planning firm with a 20-year track record of providing small towns and rural counties in the interior Western U.S. with the information and planning tools needed to implement their goals. Since Gabe Preston founded RPI Consulting in 2001, economics and public finance have been at the core of our planning practice. We have provided concise and useful economic impact analysis, public financial analysis, market analysis, feasibility studies, economic development planning and comprehensive/master planning. We design our analysis to support community dialogue and decision-making and to guide communities working to build more resilient and diversified economies. With an accurate and credible base of information upon which all parties can agree, RPI Consulting then initiates and supports a strategic planning process that leads to solutions that are supported by the community and actionable at the local level. We bring a customized approach, solid technical skills, and a determination to understand and resolve the issues at hand.



Gabe Preston, RPI Consulting Company Owner: Gabe Preston is the founding company owner and project manager. Gabe is in charge of logistics, pace, administration, cost controls and quality control of each project. As project manager Gabe contributes on a day-to-day basis to each project and will personally attend the major meetings and events. With 22 years of experience as a strategic planner and economic analyst, Gabe has achieved a balance between the information/technical elements of planning and the community outreach side of the job. As the lead consultant on more than twenty comprehensive/master plans and over a dozen economic growth plans, Gabe is an accomplished strategic planner with an inclusive facilitation style that encourages authentic public involvement and builds support for each plan. His ability to build community support is complemented by his technical knowledge. Gabe has been project lead for over two hundred technical planning projects including economic analysis, feasibility studies, utility rate studies, market studies, fiscal analysis, impact fees, economic development planning, infill planning, long-range planning, and GIS mapping. Gabe's educational background is in mathematics and philosophy (BA, St. John's College, Santa Fe) and geography (MA, University of Colorado, Boulder).

RPI Consulting is teaming with Thea Chase and AccompanyCo for this project. We have completed three successful projects with Thea Chase over the past few years and hope to have another opportunity to work together in Huerfano County.



AccompanyCo is a Colorado-based economic development firm focused on startup ecosystems and infrastructure projects to support those ecosystems such as business incubators, accelerators, coworking and makerspaces. AccompanyCo works with companies, communities, and countries to deliver customized solutions and action plans to build thriving regions. Their work emphasizes collaboration amongst stakeholders, private sector driven solutions and a focus on economic and market trends.





Thea Chase, AccompanyCo Founder and CEO: Thea has 25 years of broad expertise in the areas of economic and business development including; the design, start and management of programs and organizations; evaluation and recommendations for rural communities, regions and countries to activate entrepreneurial activity and innovation ecosystems; as a policy maker; as a mentor and advisor for hundreds of companies and as a founder and board member of several startup companies. Ms. Chase has managed award-winning mixed-use business incubators, founded university entrepreneurship centers, seed accelerators and regional innovation & entrepreneurial ecosystem programs. Thea is actively involved in the Covid relief efforts for small business in Colorado as a member of

the Executive Committee of the Energize Colorado Gap Fund, which distributed 26M in grants throughout the state and the founding team of the statewide Energize Colorado Mentor initiative. Thea currently serves on the board of the State Venture Capital Authority. Thea's passion is working with entrepreneurs and building communities interested in engaging entrepreneurs through developing supportive eco-systems. Thea believes in collaboration and efficient use of resources build the greatest impact. A practitioner for the majority of her career, Thea recently launched AccompanyCo, a consulting firm guiding businesses, communities and countries in business and economic development. Her international work includes, Thailand, Middle East and the Caribbean where Thea has deployed best practice frameworks to design infrastructure projects and build capacity to support entrepreneurship and small business ecosystems.

Project Experience

STRATEGIC ECONOMIC PLANNING

Business Diversification Strategy, Crowley, Otero and Bent Counties for State of Colorado Prison Utilization Study, (RPI Consulting + Thea Chase/AccompanyCo, 2021)– In 2020 the Colorado General Assembly passed HB 20-1019 that directed the Colorado Department of Local Affairs (DOLA) to undertake a prison utilization study. Colorado Department of Local Affairs hired CGL Companies, a long-established and nationally recognized criminal justice consulting firm and RPI Consulting, an economic planning firm, to assist with this important study. The study evaluated prison bed needs in Colorado and explored various scenarios for the future operations and ownership of each of the two privately owned prisons located in Las Animas and Olney Springs, including the option of potentially closing of one or both of these privately-owned facilities. Early in the process, RPI Consulting examined the impacts that potential closure of one or both private prisons would have on the economy and on local government, schools and special district budgets. A significant component to the study was an economic diversification strategy for the region which was led by Thea Chase and was designed to stand alone with recommendations regardless of whether the prisons were closed or remained open. The consulting team used an ecosystem framework to evaluate and catalogue conditions to support entrepreneurship and small business development. Recommendations that came out of the evaluation were both incremental and larger in scope providing the community with immediate actionable plans as well as larger projects for their consideration based on momentum already evident in the community.

Reference: Traci Stoffel, Colorado Department of Local Affairs, 720 467 4327, traci.stoffel@state.co.us



Town of Mancos, CO, Business Development and Economic Growth Strategy (RPI Consulting 2019) – The Town of Mancos hired RPI Consulting to develop the town’s first ever Business Development and Economic Growth Strategy. Previous planning efforts culminated in the awareness that the town needed a dedicated plan that focused on creating and maintaining a strong local economy. RPI reviewed and synthesized past planning efforts, conducted a business survey that 60 businesses in Mancos completed, interviewed key implementation partners and completed a market assessment that evaluated the current local market conditions and economic opportunities. This process culminated in four primary business development goals: 1) expand day-to-day shopping and services for area residents, 2) attract tourists to explore Mancos, 3) build on Mancos’s own business cluster, 4) make products to sell locally or to export. To accomplish the four goals, the town must have a supportive environment that includes having supportive physical assets and having a supportive business environment for business growth. The workplan outlines strategies that will help the town and its implementation partners ensure the town has an environment that encourages business success and appeals to entrepreneurs.

Reference: Heather Alvarez, Town Administrator, Town of Mancos, (970) 533-7725, halvarez@mancoscolorado.com, 117 N. Main Street, Mancos, CO 81328

“West End,” Towns of Nucla, Naturita and Norwood, CO, Business Development and Diversification Strategy (RPI Consulting + Thea Chase/AccompanyCo, 2017-2021)



**WEST END ECONOMIC
DEVELOPMENT CORPORATION**
MANY TOWNS. ONE COMMUNITY.

Region 10 hired RPI Consulting to create a business development and diversification strategy for the Towns of Nucla, Naturita and Norwood. With the pending shutdown of the

Nucla Power Station and the New Horizon Mine, the West End faces the challenge of diversifying the local economy beyond natural resources. RPI worked with the towns and other local partners to develop a plan that identifies the steps for strengthening existing businesses and continuing to diversify and expand the local economy. This project included a business survey that identified the successes and challenges of local businesses and was used to create a comprehensive business inventory. After developing goals for diversifying and expanding local business, RPI conducted workshops in which citizens across the communities prioritized the goals and identified key players, funding sources and timelines. Thea Chase of AccompanyCo then led an implementation team through the Southwest Innovation Corridor, an EDA i6 and State of Colorado Advanced Industries funded project to provide direct assistance to startup and growing firms in the region. An additional 1.2M was raised through EDA, state and foundation dollars to create the Advance West End initiative investing in capacity building to build the ecosystem to support sustainable support for business and workforce development. AccompanyCo delivered a hybrid Accelerator/Incubator program for 7 growth companies as part of this effort in the fall/winter of 2020-21.

Reference: Michelle Haynes, Executive Director, Region 10 League for Economic Assistance and Planning, (970) 765-3122, mhaynes@region10.net, 145 S. Cascade, Montrose, CO 81401

Colorado Main Street Program (RPI Consulting, 2016-Current) – RPI is a pre-qualified consultant for the Colorado Department of Local Affairs Colorado Main Street Program and we are actively engaged with Main Street and downtown planning and economic development throughout the state. RPI has conducted market and opportunity assessments, and business and building inventories for multiple communities over the last seven years. Our



Main Street projects have included business surveys and market assessments that identified each community's strengths and developed strategies to leverage community assets for increased downtown activity and revitalization. Reference: Gayle Langley, Main Street Coordinator for State of Colorado Main Street Program, (303) 864-7728 gayle.langley@state.co.us, 1313 Sherman Street, Room 521, Denver CO 80203 Main street clients include:

- City of Trinidad 2020
- City of Lamar, CO, 2019
- Woodland Park, CO, 2019
- Town of Wellington, CO, 2018
- Windsor, CO, 2018
- Montrose, CO, 2018
- Town of Elizabeth, CO, 2018
- Ridgway, CO, 2017
- Lake City, CO, 2017
- Rifle, CO, 2017
- Central City, CO, 2017
- City of Victor, CO, 2016
- Granby, CO, 2016
- Lake City, CO 2016
- Nucla & Naturita, CO 2014

BUSINESS INCUBATORS, FEASIBILITY ANALYSIS

Rio Blanco County, CO, Outdoor Recreation Business Incubator Feasibility Study (RPI Consulting + Thea Chase/AccompanyCo, 2019) – The outdoor recreation industry in Rio Blanco County shows great promise and the County recognized that advancing this industry would help diversify the regional economy. Rio Blanco County's economic base is mainly dependent on two industries: natural resource extraction and government. In recent years, the Rio Blanco County Economic Development staff observed increased activity centered on the outdoor recreation industry. The county secured grant funds to further focus on developing and strengthening the outdoor recreation and tourism industry. To support the diversification of the regional economy, the county enlisted the help of RPI Consulting and Thea Chase of AccompanyCo to develop an Outdoor Recreation Enterprise Platform Feasibility Study. To complete this study, RPI directly contacted outdoor recreation businesses in the county and entrepreneurs planning to locate a business in the county, which resulted in 19 business/entrepreneur interviews. The interview topics covered customer channels and current marketing segments, capacity for existing business expansion, linkages and networking, need for marketing, business opportunities, infrastructure needs, and challenges and limitations. The final study outlined a three-year work plan, staff responsibilities, program operations costs, and potential businesses interested in participating in the business growth accelerator program.

Reference: Makala Barton, Economic Development Coordinator, Rio Blanco County, (970) 878-9582, makala.barton@rbc.us, 555 Main Street, Meeker, CO 81641



Delta Technical College of the Rockies, ENGAGE Business Innovation Center, Regional Food Hub, and Shared Food Retail Store Market Study, Operations Plan and Financial Feasibility Analysis (RPI Consulting, 2018) The U.S. Economic Development Administration awarded the Delta County School District a grant in 2018 to launch the ENGAGE project. ENGAGE is a Delta County area economic development

program that responds to recent job losses associated with coal mine closures by bolstering innovation in the agricultural and energy sectors. ENGAGE consisted of three individual programs: 1) a regional food hub distribution network; 2) a local food shared retail store; and 3) a business innovation center. The school district hired RPI Consulting to develop a market study and cashflow/operations plan for its programs in order to achieve sustainability in the years following the initial grant period. RPI Consulting initiated the project with a market study and cashflow analysis. The market study showed the ENGAGE programs must capture



significant portions of regional agricultural production in order to achieve operational sustainability. The market study also demonstrated conditions required to generate a positive cashflow using various capacity targets for each program area. The operations plan examined comparable facilities and management practices used by similar nonprofit and private organizations. RPI completed the operations plan using the market and cashflow data to inform a pragmatic and realistic strategy that accounted for the unique, regional conditions in the Delta County area. Based on the results of the market study and cashflow analysis/operations plan, RPI presented key recommendations for moving forward with the project to minimize the subsidy required from the Delta County School District and partners. **Reference:** Shawn Gardner, ENGAGE Director, (970) 874-6520, shawn.gardner@tcr.edu

Business Incubation and Acceleration Plan, St Lucia (Thea Chase, 2019) The Government of Saint Lucia wished to strengthen the entrepreneurship ecosystem with the introduction of a business incubation and acceleration program. Invest Saint Lucia (ISL) engaged the services of CREEDA ProjectsPty Ltd, with Thea Chase as the lead Consultant, a specialist business incubation and acceleration consulting company, to review previous reports and work in Saint Lucia to develop a comprehensive business framework and plan for business incubation and acceleration. Thea was responsible for the final framework. Building on previous research and reports, the model proposed an Innovation and Entrepreneurship Hub, bringing together ecosystem players in a physical and virtual hub, fostering collaboration and combining incubation, start-up acceleration, growth acceleration, coworking, networking and colocation of the SBDC, also known as SEDU, and other relevant business support providers.

Reference: David Headley, +1 (758) 724-9269, dheadley@investstlucia.com

Southwest Innovation Corridor (Thea Chase, Director 2016-2019) Thea Chase led the Southwest Innovation Corridor (SWIC), A Telluride Foundation initiative, from 2016-2019 by building momentum in rural southwest Colorado to build the innovation-based economy. The organization was funded through an i6 challenge grant from the Economic Development Commission, an Advanced Industries infrastructure grant from the State of Colorado and a family foundation, SWIC primarily works in the 8 county area from Delta to Cortez, the Utah border to Ouray. Thea was responsible for developing the concepts, partnerships and worked with the Telluride Foundation to raise the \$900k in funds to support the project. Chase fostered partner collaboration for training and services to SWIC region companies through convening and coordinating regional SBDCs, Incubators, Accelerators, Economic Development groups, Startup Colorado and higher education.



Telluride Venture Accelerator (Thea Chase, Director 2013-2016) The Telluride Venture Accelerator under Thea's leadership was a private sector model managed by the Telluride Foundation. Startups were recruited from throughout the country to participate in a six-month accelerator program that combined rigorous curriculum and 120+mentors to take companies through business model and product development to launch, funding and growth. Average funding per company within one year was 500k.

<https://www.tellurideva.com/>

Cal Poly – California Polytechnic State University, San Luis Obispo, Small Business Development Center and Center for Innovation and Entrepreneurship (Thea Chase, Managing Director 2010-2013) Thea Chase was responsible for the founding and growth of the Cal Poly Small Business Development Center and the direction and operation of the Cal Poly Center for Innovation and Entrepreneurship. The SBDC focuses on the development of small businesses and technology-enabled ventures in San Luis Obispo County, CA by providing high-quality business assistance to start-ups and established companies. The Cal



Poly Center for Innovation and Entrepreneurship (CIE) helps students and community members acquire the tools, develop the skills and cultivate the mindset of an entrepreneur so that they may create economic and social value throughout the world. While it can mean starting a new business, entrepreneurial careers can be found or created in just about every field, industry, and organization. From a foundation of University entrepreneurship and an entrepreneurial community; Cal Poly CIE and SBDC has built comprehensive programs including a Business Incubator, summer Accelerator, Entrepreneurship Forum series, coworking space, Elevator Pitch competitions, Regional Investor pitch and on campus curriculum and extra-curricular opportunities that combine to make SLO County an robust entrepreneurial and small business community. <https://cie.calpoly.edu/>;
<http://sbdcl.calpoly.edu/>

Business Incubator Center, Grand Junction, CO (Thea Chase, Executive Director 1993–2006) Thea led the Business Incubator Center in Grand Junction for 13+ years moving it to its current location at the former Department of Energy site, leading the process to transfer ownership to the community and developing the hub model as it exists today. BIC supports the launch, growth, stabilization and long-term success of business enterprises in Mesa County and the surrounding region and is the longest standing Incubation program in the state and has won over 7 international awards through inBIA, 5 under Thea's leadership including Incubator of the Year. Success is measured by their ability to guide entrepreneurs through sound business decisions and positive influence on economic growth in the region. The hub model includes a 60k sqft business incubator campus with a 2500 sqft shared use commercial kitchen, the regional SBDC, contract with the County to manage the regional Enterprise Zone, the regional Business Loan Fund capitalized at over 7M and a Makerspace. <https://gjincubator.org/>

Project Approach and Scope of Work

The RPI team agrees wholeheartedly with the focus on entrepreneurship and workforce development articulated in the project RFP. The people who want to be in Huerfano County are the key to economic growth and prosperity. We aim to guide the community to develop an action plan aimed at activating the assets that are already in Huerfano County. RPI Consulting's Gabe Preston has devoted his 24-year career to guiding rural communities toward a desired future with clear and realistic strategic plans. We believe in dreaming big, but we also know that realistic aspirations need to be built on a foundation of information that shows the actual characteristics of the tourism, local and regional markets and that build on the assets that actually exist in Huerfano today or that can be feasibly developed. Thea Chase of AccompanyCo knows how to increase the capacity for business growth by planning for and developing infrastructure projects to support entrepreneurial ecosystems such as business incubators, accelerators, coworking and makerspaces. In developing a roadmap for growing the retail, tourism and hospitality sectors, the needs and opportunities for the mobilizing and inspiring the workforce will fall into place. We are strong proponents of engaging students and encouraging them to envision their own future and to set out toward it. Although our consulting team is meant for doing this important work, at some point we will complete the job and it will be up to local champions to do the work. We will engage the "doers" early-on and throughout the project so that everyone who is willing and able will feel confident that the work ahead will pay off and will know what they need to do.

Note: We are hopeful to conduct the implementation partners meetings and other meetings in person in Huerfano County, but if public health restrictions do not allow in-person meetings, we are experienced with providing effective virtual meetings using tried and true digital platforms. We are also equipped to provide a virtual option for those concerned about health risks of attending the our in-person meetings in Huerfano County.



TASK 1 KICKOFF

1.1 Information Needs List – RPI will send an information needs list to the Huerfano County project manager for review in advance of the kickoff meeting.

1.2 Kickoff Call – This is an opportunity to speak with the Huerfano County project manager and others invited. Discussion topics will include project goals, schedule, logistics, communications, and related/concurrent community projects. This will also be an opportunity to discuss the information needs list and to plan for fulfilling the project data needs.

1.3 Establish Implementation Partners Working Group – The RPI Team keeps an eye toward action and implementation from the outset, so we need to engage the people and organizations that make things happen from start to finish. Local partners will be critical in moving from planning to action, for example, Huerfano Economic Development, active business owners/representatives, Huerfano County, City of Walsenburg (including URA), Town of La Veta, Huerfano RE-1, La Veta RE-2, and Spanish Peaks Regional Health. People who are active in Huerfano County who work for and/or represent regional and state organizations serve an important role in activating those resources. For example, Colorado Department of Labor and Employment and the Colorado Tourism Office will be critical partners. We will work with the project team to establish the working group members and the group may be adapted for specific steps, for example, educators would be engaged in workforce development and makerspace feasibility analysis (Task 6).

Task 1 Deliverables – Information needs list, kickoff call summary notes, implementation partners working group roster, schedule of meetings and milestones.

TASK 2 DEMAND -SIDE ASSESSMENT OF RETAIL, HOSPITALITY, TOURISM MARKET

RPI Consulting strongly believes that taking the time to collect and present objective and accurate market information is a mandatory step in planning for realistic economic growth and diversification. Our market analysis methodology has been developed for rural communities and small towns, and includes visitor markets, outdoor recreation, retail markets and we never forget the local residents who support businesses year-round, including during the tourism off-seasons.

2.1 Customer Segments Analysis – The business community would benefit by clear definition of its customer segments. County residents, regional residents, in-commuters, seasonal residents, weekenders, tourists, people on business, people visiting family and friends, and pass-through traffic are distinct customer segments that need to be considered in developing market recommendations. Data tools and metrics such as CDOT traffic counts, Census On-The-Map (commuting), and data from Colorado Tourism Office will inform the customer segments analysis.

2.2 Characterize Visitor Markets – The purpose of this component of the market analysis is to characterize the visitor market including established markets and those who would visit in the future. The market analysis would include the regional drive market including Colorado Springs, Pueblo, and destination tourists headed into the mountains.

2.3 Local Resident Retail Leakage and Opportunity Assessment – Using ESRI Business Analyst, RPI will estimate the dollar value of spending on retail products generated by residents in Huerfano County. Using ESRI Business Analyst and local sales tax collections, estimate sales captured by business establishments in Huerfano County. Retail leakage is the amount of money that Huerfano County residents are spending at establishments located outside of the market area. When demand is greater than supply, leakage is



occurring and points to opportunities for business expansion or new businesses in certain retail categories. Results will be presented by detailed retail category (for example, building materials, grocery stores, health/personal care, restaurants, and other such categories).

Task 2 Deliverables – Draft customer segments analysis, visitor market characterization, and retail leakage/opportunity analysis.

TASK 3 SUPPLY-SIDE ASSESSMENT OF RETAIL, HOSPITALITY, TOURISM MARKET

Businesses and the workforce are the past, present and future of the Huerfano economy. Identifying opportunities for the future requires a thorough understanding of what there is to work with today. An intuitive grasp is insufficient, these supply side components must be documented and well-understood.

3.1 Retail, Hospitality and Tourism Business Inventory – Compile a list of businesses in the retail, hospitality, and tourism sectors using existing business listings available from the towns, chamber of commerce, county economic development corporation and other local sources. Use online business listings such as ESRI, InfoGroup, and Google to supplement the locally sourced business listings. Information will include business name, address/location, type of business, and business contact information (if available).

3.2 Tourism Asset Mapping – Descriptive overview of the non-commercial assets that support the tourism industry for example, outdoor recreation, public lands, heritage sites, driving tour routes.

3.3 Workforce Characteristics – Utilize available demographic and labor/employment data to provide an overview of the local and commuting workforce. Work closely with Colorado Department of Labor and Employment to present an accurate picture.

3.4 Supply Gap Analysis and Opportunity Assessment – Comparing the results of the demand side market assessment with the supply-side assessment will reveal supply gaps and opportunities to capitalize on market demand that is currently unmet. The initial gap analysis will spur useful discussions among implementation partners.

3.5 MEETING #1 with Implementation Partners Working Group - Present and discuss supply and demand side assessments and gap analysis –With objective supply and demand-side market information in hand, the consulting team will be prepared to engage the implementation partners working group. The initial gap analysis will spur useful discussions among implementation partners who can help ground truth the market analysis findings and refine the gap analysis to identify the most viable, realistic opportunities.

3.6 Provisional Goals and Strategies – Based on the discussion with the implementation partners, begin charting goals and strategies that will be adapted as the process continues and will ultimately frame the action plan. At this phase, the goals and strategies will center on the target sectors for:

- Entrepreneurship
- Existing business growth
- Workforce development

Task 3 Deliverables – Draft retail, hospitality and tourism business inventory; draft tourism asset mapping; draft workforce characteristics description, draft supply gap analysis/opportunity assessment, meeting #1 materials and summary notes, provisional goals and strategies.



TASK 4 ECOSYSTEM ASSESSMENT

The ecosystem assessment provides an excellent tool to map current conditions of the ecosystem to support business and identify areas where communities can proactively impact the attractiveness of the region for business growth and startup. Thea Chase's decades of experience with activating entrepreneurial activity and innovation ecosystems in rural areas position her as a highly qualified lead for this component of the project. One is never too young to be an entrepreneur, it's an attitude and an outlook that can be realized by students and those students can become future game-changers. The ecosystem assessment evaluates at the entrepreneurial ecosystem from a number of perspectives:

- Human capital looks at workforce development and education.
- Culture that supports and celebrates small business and entrepreneurship is self-perpetuating. It is characterized by visible successes and encouragement of risk taking and innovation.
- Support describes the infrastructure and support services needed to support a healthy business sector which includes infrastructure components such as business incubators and makerspaces.
- Markets, from the ecosystem perspective, emphasize the pool of entrepreneurs and businesses who need and would benefit from further development of the ecosystem. For example, it would characterize and signal potential clients for a business incubator or makerspaces.
- The policy component describes efforts by government and leadership to clear the pathway for business to operate successfully. It includes proactive programs to provide incentives as well as leadership influence on business friendliness.
- Finance: Having a robust offering of a variety of financial capital instruments in the region as well as technical assistance to guide and help secure funding for businesses is a key factor for regional economies.

Task 4.1 Draft and Final Interview/Focus Group Script – Interview script development is an iterative process that will begin with a draft questionnaire that is shared with the project team to provide feedback that will result in a customized final script.

Task 4.2 Conduct Interviews and Focus Groups – Interview key informants including retail/tourism/hospitality business owners, public sector partners, non-profits and hold focus groups about the business environment, business operations, workforce development needs, challenges and advantages as well as the untapped opportunities and potential in the retail/tourism/hospitality sectors.

Task 4.3 Student Engagement – Work with the school districts to plan events or sessions to engage students to see themselves as entrepreneurs.

Task 4.4 Interview and Focus Group Summary Report – Summarize interview results thematically and by ecosystem element as described above (human capital, policy, finance, culture, supports, markets).

Task 4.5 Draft Ecosystem Assessment Report – This report will summarize the condition, gaps, opportunities and recommendations for improvement to the ecosystem to support entrepreneurs and small businesses brought forth through interviews, surveys and focus groups.

4.6 MEETING #2 with Implementation Partners Working Group to present and discuss the draft ecosystem assessment report – The ecosystem assessment report will provide the basis for the complete draft of the goals and strategies in Task 5.



Task 4 Deliverables – Draft and final interview/focus group script, draft interview and focus group summary report, draft ecosystem assessment report, meeting #2 materials and summary notes, student engagement materials and summary notes.

TASK 5 ACTION PLAN

The action plan is the culmination of the strategic planning process and will provide an itemized, phased and prioritized workplan. We will involve the people in creating the action plan who will do the hard work of implementing it. Economic recovery from the COVID pandemic is about business growth, retention and diversification, which requires long term focus and persistence extending well beyond the impacts from the pandemic.

5.1 Complete Draft Goals and Strategies – Based on the results from Meeting #3 with the Implementation Partners, compile a complete draft of the goals and strategies, which will be the framework for the action plan.

5.2 MEETING #3 Implementation Partners Workshop– Convene the implementation partners to create action plan steps that address what needs to be done, when it needs to happen, who will work on it, and how to pay for it.

5.3 Community Workshops – Present the action plan at community workshops in Walsenburg and La Veta to build support and inspiration and to validate: Did we get it right?

5.4 Draft and Final Action Plan – Complete draft circulated for feedback and a final action plan.

5.5 Outreach and Promotion – Provide press releases, recorded interviews/panels for web/radio, social media posts and other outreach material to promote the action plan.

Task 5 Deliverables – Complete draft goals and strategies, meeting #3 materials and summary notes, community workshops materials and summary notes, draft and final action plan, draft and final outreach and promotion materials.

TASK 6 FEASIBILITY ANALYSIS: MAKERSPACE(S) AND BUSINESS INCUBATOR

Thea Chase is unmatched in her experience with developing platforms to support entrepreneurs including business incubators, makerspaces, and business accelerators. We propose two feasibility analyses for infrastructure projects:

- 1) makerspace(s)
- 2) business incubator.

Feasibility studies build on the information collected through the prior Tasks including supply-side and demand-side market assessments, and ecosystem evaluation in order to assess the need for, design of and implementation plan for the proposed projects – makerspace(s) and business incubator.

6.1 Conceptual Business Model – This includes identification of market segments, programming, partnerships, facility and equipment, staffing, revenue and cost structures.

6.2 Market Analysis/Needs Assessment – Identify the characteristics and estimate the number of specific clients and users of the makerspace(s) and business incubator.

6.3 MEETING #4 Implementation Partners Workshop – Present the Conceptual Business Model and Market Assessment to Implementation Partners and engage the group to refine Conceptual Business Model.

6.4 Revised Business Model – Revised business model based on the implementation partners workshop.



6.5 Operations Plan and Facility Programing –Develop a specific operations plan including staffing needs, services offered, and facility programming to inform the types, sizes and locations of the facilities.

6.6 Site/Facility Analysis – Select the best facilities and locations for the makerspace(s) and business incubator. We understand that there are several possibilities for facilities in La Veta and Walsenburg, and will explore options to adaptive reuse.

6.7 Financial Feasibility Analysis and Fiscal Sustainability Plan – Based on preliminary operations costs and capital costs, conduct a financial feasibility analysis to develop a long-term strategy for fiscal sustainability.

Task 6 Deliverables – Conceptual and revised business models for makerspace(s) and business incubator, market/needs assessment for makerspace(s) and business incubator, meeting #4 materials and summary notes, operations plan and facility programming for makerspace(s) and business incubator, site/facility analysis for makerspace(s) and business incubator, financial feasibility analysis for makerspace(s) and business incubator.

TASK 7 DRAFT AND FINAL REPORT AND PRESENTATIONS

We produce draft materials for each task as we proceed through the project, gaining input along the way, thus avoiding an overwhelming first draft “log jam” at the end of the project. Our reports are thorough, professionally written and formatted for easy reading.

7.1 Complete Draft Report –Compile the interim drafts and findings from tasks 2-6 into a complete draft report for comments.

7.2 Public Presentations –Up to two public presentations of the draft report.

7.3 Final Report –Final report incorporating comments received.

Task 7 Deliverables – Draft and final report, draft and final slideshow and other materials for public presentations.



Cost

We have provided the costs for each task below. We can refine/adjust to fit the available resources for the project by revising at the sub-task level (for example 5.3 Community Workshops). Upon request, we will provide the costs for each sub-task. The budget assumes that public health restrictions/protocol will allow in-person meetings in Huerfano County. If restrictions prohibit in-person meetings, travel costs will be reduced.

Task	Consulting Fees	Travel/Expenses	Total
Task 1 Kickoff	\$1,600		\$1,600
Task 2 Demand -Side assessment of Retail, Hospitality, Tourism Market	\$6,700		\$6,700
Task 3 Supply-Side assessment of Retail, Hospitality, Tourism Market	\$7,900	\$400	\$8,300
Task 4 Ecosystem Assessment	\$8,900	\$800	\$9,700
Task 5 Action Plan	\$10,200	\$800	\$11,000
Task 6 Feasibility Analysis: Makerspace(s) and business incubator	\$18,600	\$800	\$19,400
Task 7 Draft and Final Report and Presentations	\$6,800	\$800	\$7,600
Total	\$60,700	\$3,600	\$64,300

Schedule

The project will be completed on or before October 22, 2021. We will provide a detailed schedule of meetings and milestones during Task 1 Kickoff.

Task	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021
Task 1 Kickoff						
Task 2 Demand -Side assessment of Retail, Hospitality, Tourism Market						
Task 3 Supply-Side assessment of Retail, Hospitality, Tourism Market						
Task 4 Ecosystem Assessment						
Task 5 Action Plan						
Task 6 Feasibility Analysis: Makerspace(s) and business incubator						
Task 7 Draft and Final Report and Presentations						

No Conflict of Interest: None of the team members have a conflict of interest associated with this project.

Sponsor Tasks: We will need assistance securing meeting venues, fulfilling project information needs, and providing participant contact information. We hope to achieve good turnout at our implementation partners working group meetings, but do not anticipate that participants would have task assignments outside of these crucial meetings.



FS Agreement No. 21-CS-11021203-056

Cooperator Agreement No. _____

NON FUNDED CHALLENGE COST SHARE AGREEMENT
Between The
COUNTY OF HUERFANO
And The
USDA, FOREST SERVICE
PIKE AND SAN ISABEL NATIONAL FORESTS
CIMARRON AND COMANCHE NATIONAL GRASSLANDS
(PSICC)
SAN CARLOS RANGER DISTRICT

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the County of Huerfano, hereinafter referred to as “Huerfano County,” and the USDA, Forest Service, Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands, PSICC, San Carlos Ranger District, hereinafter referred to as the “U.S. Forest Service,” under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub.L. 102-154.

Background: The U.S. Forest Service signed the decision memo for the Cuchara Hazardous Fuels Reduction project in 2020. As part of the implementation of this decision, Huerfano County has obtained grant funding to utilize the Mile High Youth Corps in the Spring Creek portion of the project area. This work involves creating a shaded fuel break on National Forest System Lands that are adjacent to privately-owned parcels.

Title: Spring Creek Fuels Reduction

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to perform fuels reduction activities in the Spring Creek area of the Cuchara Hazardous Fuels Reduction Project through use of the Mile High Youth Corps. The work will take place on National Forest System Lands that are adjacent to privately-owned parcels. This work will result in a shaded fuel break, providing better protection of values at risk in the event of a wildfire. Work will include limbing, cutting, and piling material. Funding for the Mile High Youth Corps has been secured by Huerfano County through a grant. This work will be done in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Huerfano County and the U.S. Forest Service are mutually interested in fuels reduction activities to provide for better firefighter and public safety in the event of a wildfire, and to increase the likelihood of success of protecting values at risk when engaged in wildfire suppression activities.

In Consideration of the above premises, the parties agree as follows:

III. HUERFANO COUNTY SHALL:

- A. LEGAL AUTHORITY. Huerfano County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Fund Mile High Youth Corps, through the grant that was received by the County, to provide the workforce for this project.
- C. Follow the U.S. Forest Service safety standards and procedures on all projects that occur on National Forest System lands.
- D. Ensure the Mile High Youth Corps has the proper tools, personal protective equipment, and materials to complete the work.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Assign fully qualified and experienced U.S. Forest Service employees to provide technical guidance for the project.
- B. Give specific guidance as to what and how the project work is to be done, as necessary.
- C. Provide technical advice and make necessary corrections or changes in project design.
- D. Provide oversight on National Forest System lands, including planning and layout for the project.
- E. Assure Huerfano County and Mile High Youth Corps are working in a safe manner, using tools correctly, and conducting safety meetings before project work commences.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Paul Branson Mitigation Coordinator 401 Main Street, Suite 201 Walsenburg, CO 81089 Telephone: 719-738-3000 x122 FAX: 719-738-3996 Email: pbranson@huerfano.us	Carl Young County Administrator 401 Main Street, Suite 201 Walsenburg, CO 81089 Telephone: 719-738-3000 FAX: 719-738-3996 Email: cyoung@huerfano.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Dennis Page 3028 E. Main Street Canon City, CO 81212 Telephone: 719-269-8584 Email: dennis.page@usda.gov	Rick Maestas 2840 Kachina Dr. Pueblo, CO 81008 Telephone: 719-553-1443 Email: richard.maestas@usda.gov

- B. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Huerfano County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Public Affairs Officer to the Office of Communications Assistant Director, Visual Information, and Publishing Services prior to use of the insignia. The U.S. Forest Service Public Affairs Officer will notify the Huerfano County when permission is granted.
- C. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. Huerfano County agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Huerfano County hereby willingly agrees to assume these responsibilities.



Further, Huerfano County shall provide any necessary training to Huerfano County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Huerfano County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Huerfano County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Huerfano County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Huerfano County from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of Huerfano County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Huerfano County's products or activities.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. ELIGIBLE WORKERS. Huerfano County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Huerfano County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- I. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Huerfano County shall maintain current information in the System for Award Management (SAM). This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a



Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

J. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

K. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Huerfano County.

L. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Huerfano County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period.

M. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Huerfano County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Huerfano County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service



Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

- N. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- O. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Coopeatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- P. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Huerfano County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.
- Q. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and Huerfano County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by Huerfano County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for



which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

- R. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- S. DEBARMENT AND SUSPENSION. Huerfano County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Huerfano County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- T. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.
- Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- U. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- V. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through October 31, 2021 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

**VI. APPROVAL.**

AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

GERALD CISNEROS, County Commissioner Chairman Date
Huerfano County

DESTINY CHAPMAN, District Ranger Date
U.S. Forest Service, San Carlos Ranger District

The authority and format of this agreement have been reviewed and approved for signature.

RICK MAESTAS Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: USFS Agreement No.:
Cooperator Agreement No.: Mod. No.: **Note: This Financial Plan may be used when:**

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:**

Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$11,610.00	\$0.00	\$4,931.73	\$0.00	\$16,541.73
Travel	\$1,570.80	\$0.00	\$0.00	\$0.00	\$1,570.80
Equipment	\$941.10	\$0.00	\$0.00	\$0.00	\$941.10
Supplies/Materials	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$31,680.00	\$0.00	\$31,680.00
Other					\$0.00
Subtotal	\$14,141.90	\$0.00	\$36,611.73	\$0.00	\$50,753.63
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$1,697.03				\$1,697.03
Total	\$15,838.93	\$0.00	\$36,611.73	\$0.00	
Total Project Value:					\$52,450.66

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 30.20%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 69.80%
Total (f+g) = (h)	(h) 100.00%

FS Non-Cash Contribution Cost Analysis, Column (a)

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Mod Truck 3310	1.00	\$14.70	15.00		\$220.50
DIVS Truck 2779	1.00	\$10.23	10.00		\$102.30
Bobcat #2978	1.00	\$12.67	10.00		\$126.70
Bobcat Hours	20.00	\$24.58			\$491.60
Non-Standard Calculation					
Total Equipment					\$941.10

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Flagging		4.00	\$5.00	\$20.00
				\$0.00
Non-Standard Calculation				

Total Supplies/Materials				\$20.00
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Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Other				\$0.00

Subtotal Direct Costs	\$14,141.90
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Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
12.00%	\$14,141.90			\$1,697.03
Total FS Overhead Costs				\$1,697.03

TOTAL COST	\$15,838.93
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
County Mitigation Specialist		\$355.44	13.88		\$4,931.73
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor		\$4,931.73
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Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Travel		\$0.00
---------------------	--	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Equipment		\$0.00
------------------------	--	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total

\$0.00

\$0.00

Non-Standard Calculation

Total Supplies/Materials

\$0.00

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
----------------	--	------------	-----------	--	-------

\$0.00

Non-Standard Calculation

\$0.00

Total Printing

\$0.00

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
------	--	------------	-----------	--	-------

Mile High Youth Corps

Funded Through Huerfano

County Grant Funds

3.00 \$10,560.00

\$31,680.00

\$0.00

Non-Standard Calculation

Total Other

\$31,680.00

Subtotal Direct Costs

\$36,611.73

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
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\$36,611.73

\$0.00

Total Coop. Indirect Costs

\$0.00

TOTAL COST

\$36,611.73

April 2, 2021

Natalie,

I'm please to present renewal terms. Terms and limits are same as expiring. The annual renewal premium is \$2,715.00 which includes all fees/taxes. Please let me know if you wish to bind terms, as renewal coverage is currently not bound. Thank you.

Comments:

- WAR coverage is an additional \$264.00
- Add TRIA to WAR coverage is an additional \$158.00
- TRIA coverage alone (No WAR) is an additional \$475.00

Just to advise if you are interested in WAR coverage:

War risk insurance is an insurance policy that provides financial protection to the policyholder against losses from events such as invasions, insurrections, riots, strikes, revolutions, military coups, and terrorism.

The policy expires on 4/23/21. In order to bind renewal without a lapse we need payment in full along with written request to bind no later than by 4/22/21.

Feel free to give me a call with any questions needed.

Thanks,

Catherine D. Mikatich

Commercial Department
Walsenburg Insurance Center
A Division of IOA National Inc.
521 Main Street
Walsenburg, CO 81089
719-738-1840 Phone
719-738-3587 Fax



Phone: (719) 738-1840

Fax: (719) 738-3587

INVOICE

CLIENT	Huerfano County Commissioners HUERCOU-01
INVOICE #	529401
DATE	4/2/2021
SERVICE TEAM	House Accounts Catherine Mikatich
PAGE	1 of 1

Huerfano County Commissioners
County Commissioners Office
401 Main Street #201
Walsenburg, CO 81089

AMOUNT DUE: \$2,715.00

ITEM #	EFFECTIVE	TRANSACTION	DESCRIPTION	AMOUNT
Policy Type: General Liability				
Company: AIG Specialty Insurance Company				
Policy Number: AP 003791423-12				
Policy Term: 4/23/2021 to 4/23/2022				
4990797	4/23/2021	RENB	21-22 GLIA Renewal Premium	\$2,640.00
4990798	4/23/2021	CFEE	21-22 GLIA TVH Fee	\$75.00

Payment Options:

Traditional Wire or ACH: You can obtain IOA's wire or ACH instructions from your IOA service team.

SecurFee Payment Portal: <https://serviceapi.securfee.com/ioanational>

Through this payment portal we are able to accept credit card payment (fees apply) and initiate ACH payments (up to \$150,000) using your bank account number and bank routing number (no fees apply).

Premium Financing: IOA has established partnerships with industry leading premium finance companies. If you would like more information on premium financing, please reach out to your service team.

Please see the attached for more information.

TOTAL

\$2,715.00

**Premium is
due upon
delivery or
date of policy.**

Thank You



1 REQUESTING DEPARTMENT: GPID

2 BOCC MEETING DATE: 4-6-21

3 REQUESTED MOTION/ACTION:

The Gardner Public Improvement District is hereby requesting the approval of the WQIF (Water Quality Improvement Fund) Grant that will be used to address needs within the collection line system, including hydro-jetting, video inspection and preliminary engineering services.

4 AGENDA:

Action

5 IS THIS ITEM BUDGETED (IF APPLICABLE)?: (To be Completed by Finance Officer)

- Budget Action?
- Financial Impact Statement?
- Detailed Analysis Attached?
- Budget Officer:

6 BACKGROUND (Why is this Action Necessary and What Action will be accomplished)

- Total funding awarded: \$23,300
- Format: Reimbursement
- Administering Agency: Colorado Department of Health and Environment (State)
- Required Match: \$16,200
- Match type: Cash and in-kind
- The WQIF grant will be used to ensure the safe collection and treatment of wastewater within the district and to address aging infrastructure. By doing so, the health and safety of our stakeholders will be protected by limiting the possibility of sanitary sewer overflows and the associated risks of untreated pollutants being released into the environment. These are all primary objectives defined within the RFP for this grant.
- The addition of permanent staff\new positions to complete grant requirements or to maintain improvements after project completion is not anticipated.

STATEMENT OF WORK

I. **Entity Name:** Huerfano County-Gardner Public Improvement District

II. **Project Description:** This project serves to develop a Preliminary Engineering Report for Huerfano County-Gardner Public Improvement District. The project will clean and video the wastewater collection system to enable the report to be created. The district intends to sub-contract an engineering contractor to perform this work. This project is an environmental and a health project because it will help maintain the wastewater collection system. The project will develop plans to prevent overflows, backups, and discharge to groundwater caused by the collection system. This project is necessary to ensure the proper function of the wastewater collection system of the Huerfano County-Gardner Public Improvement District.

III. **Definitions:**

1. CDPHE - Colorado Department of Public Health and Environment
2. WQCD- Water Quality Control Division

IV. **Work Plan:**

Goal #1: To improve, protect, and restore public health and the environment by improving water quality across Colorado.	
Objective #1: No later than the expiration date of this contract, identify system deficiencies in the wastewater collection system.	
Primary Activity #1	The Contractor shall prepare a Preliminary Engineering Report of the wastewater collection system.
Sub-Activities #1	1. The Contractor shall clean the wastewater collection system. 2. The Contractor shall video the wastewater collection system. 3. The Contractor shall prepare the Preliminary Engineering Report.
Primary Activity #2	The Contractor shall prepare reports.
Sub Activities #1	1. The Contractor shall prepare quarterly reports. 2. The Contractor shall prepare a final report.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall use the CDPHE quarterly report form and final report form. These documents are incorporated and made a part of this contract by reference and is available at the following website https://www.colorado.gov/cdphe/wq-glu-grant-forms . 3. The quarterly report shall contain: a. Progress made on project b. Progress on the cleaning c. Progress on the videoing d. Progress on the Preliminary Engineering Report 4. The final reports shall contain a written description of the activities completed.

Expected Results of Activity(s)	1. Obtain a Preliminary Engineering Report for the wastewater collection system.	
Measurement of Expected Results	1. A Preliminary Engineering Report that contain recommendations for improvements	
		Completion Date
Deliverables	1. The Contractor shall submit the final engineering report via email to the CDPHE engineering section and the project manager.	No later than nine (9) months after contract execution.
	2. The Contractor shall submit a quarterly report form via the WQCD grants website: https://www.colorado.gov/cdphe/wq-glu-grant-forms .	No Later than each: Jan 20, April 20, July 20 and Oct. 20 during the contract period.
	3. The Contractor shall submit a final report, via email to the WQCD grants website: https://www.colorado.gov/cdphe/wq-glu-grant-forms .	No later than thirty days calendar days before the contract end date.

V. Budget:

WQIF Funding Awarded				Required Match	Total
Primary Activity	Unit Price of funding	Number of Units	Total	Match funds	
1- The Contractor shall prepare a Preliminary Engineering Report for the wastewater collection system.	23,300.00	1	23,300.00	16,200.00	39,500.00
Totals			23,300.00	16,200.00	
Project Total					39,500.00
Colorado Department of Public Health and Environment Contract Amount					23,300.00

VI. Additional Provisions:

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. ADDITIONAL PROVISIONS -- Invoicing

To receive compensation under the Purchase Order, the Contractor shall submit a signed **Quarterly** CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <http://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this SOW by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using one of the method listed below:

Scan the completed and signed CDPHE Reimbursement Invoice Form and supporting documentation into an electronic document. Email the scanned invoice and Expenditure Details page and supporting documentation to: cdphe_grantsandloans@state.co.us

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Purchase Order.

Unless otherwise provided for in the Purchase Order, "Local Match", if any, shall be included on all invoices as required by the funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

VII. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Grant Project Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, deliverables,, and other fiscal and programmatic documentation as applicable.

VIII. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Grant Project Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.

IX. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

Contractor Name (Print) and Title

Contractor Signature

Date

- While this project in and of its self will not have on-going costs, there will be additional work\ funding needed to address the deficiencies that will inevitably be encountered during this diagnostic work.

ATTACHMENTS: *See Statement of Work Provided with this packet.

ATTACHMENTS:

Attach Grant Checklist Form
Attach Grant Award Letter or Agreement
Attach Budget Adjustment and/or Budget Resolution as applicable
Attach Document Instruction Guide

			Correspondence	
				April 6, 2021
<u>ITEM</u>		<u>DATE</u>	<u>FROM</u>	<u>SUBJECT</u>
14	A	1-Apr	HC Sheriff	CONFIDENTIAL - Inmate Fees Report
14	B	30-Mar	CTSI	COVID 19 Vaccinations
14	C	5-Apr	Mary Norby	Parsons Turkey Creek Lot 200

A stylized graphic of the American flag, featuring the stars and stripes, is positioned in the upper right quadrant of the page. The stripes are red and white, and the stars are white on a blue background.

CONFIDENTIAL

HUERFANO COUNTY SHERIFF

BRUCE NEWMAN

COUNTY INMATE FEES REPORT

COVID-19 Vaccinations -

What Employers Can and Can't Do

As the supply of COVID-19 vaccines increases, the U.S. Centers for Disease Control and Prevention (CDC) recommends that employers implement supportive policies to increase the number of people vaccinated. According to the CDC, "Although COVID-19 vaccine supply is currently limited, it's not too early to share clear, complete and accurate messages, promote confidence in the decision to get vaccinated, and engage your employees in plans to address potential barriers to vaccination." One of the ways employers can help increase vaccinations rates among employees is by offering incentives such as paid time off for employees to receive their vaccinations.

CAN EMPLOYERS REQUIRE VACCINATIONS?

Colorado has not mandated that employees get vaccinated for COVID-19 for in-person work; however, employers can make vaccinations mandatory. For more information on mandatory COVID-19 vaccinations, see Technical Update vol 25 no 4. – Mandatory COVID-19 Vaccinations & CAPP Coverage (www.ctsi.org/technical-update-vol-25-no-4-mandatory-covid-19-vaccinations-capp-coverage), and for COVID-19 Vaccine FAQs visit <https://covid19.colorado.gov/vaccine-faq>. If an employer makes COVID-19 vaccination mandatory, they should pay non-exempt employees for the time it takes them to get the vaccine if not during work hours or allow them paid time off for a work time appointment. The employer should also cover any costs for the vaccine that are not covered by insurance.

CAN EMPLOYEES OPT-OUT?

Employees may opt-out of receiving a vaccine through an exemption in the Americans with Disabilities Act (ADA). Visit www.eeoc.gov/laws/guidance/pandemic-preparedness-workplace-and-americans-disabilities-act for additional information from the U.S. Equal Opportunity Commission about how the ADA impacts how employers can implement COVID-19 protections.

WHAT THIS MEANS FOR COUNTIES

Colorado counties should encourage employees to receive COVID-19 vaccinations; however, there are numerous considerations counties should take into account before making COVID-19 vaccinations mandatory. Counties that do make vaccination mandatory should pay non-exempt employees for the time to receive the vaccine and cover any related costs. Federal and state laws and guidance regarding COVID-19 are still being developed as the pandemic continues to play out. Counties should consult their local health departments and county attorneys before issuing employee-specific COVID-19 regulations. Contact CTSI at 303 861 0507.



14-C

4-5-2021

To: Huerfano County Commissioners

Re: Keith Parsons – Lot 200 Turkey Ridge Ranch – 1606 Shaymus Court

Keith Parsons has went to the Building Department and County Administrator and asked for an extension on his Building Permit. On information and belief the County Administrator has given him another year extension for \$50.00 because of numerous reasons he did not understand the process and he has physical limitations. It is my understanding that after a year and a half after a building permit is issued if no progress has been made, the applicant must start all over. If Mr. Parsons' does not understand the process and has physical limitations maybe it is time for him to hire a General Contractor.

Mr. Parsons' bought this property in February of 2018 and has been living in a camper on this lot since around July of 2018. I have been involved with the County and this process since around October of 2018. He has no septic. One big main concern of mine is my well head is about 2 miles from his property as a crow flies.

Sometime in June or July of 2019 I went to a Commissioners' meeting to let them know what was going on and told them about my frustrations.

I had phone conversations with Vicki Koepsel and there was a time after I attended the BOCC Meeting that he left due to the County involvement.

On 4-8-2020 I started all over again I sent Steve Channel an e-mail asking him to call me regarding this situation. The on 5-12-2020 I e-mailed Steve Channel to give me an update. Steve Channel e-mailed me back stating that he told Clint to write a letter to Keith Parsons. Finally on June 8th I received an e-mail from Mary Grissom stating that Keith Parsons was served with his 10 day notice and that he was given the opportunity to get a building permit and that they were turning it over to Garrett Sheldon.

Keith Parsons' was served with a Summons and appeared in Court on July 24, 2020. I received an e-mail from Steve Channel that he renewed his building permit on 7-22-2020 and this was for 6 months which was up January 22, 2020. There has been no progress and still no septic tank.

Keith Parsons' must now start all over again with a brand new building permit per County Regulations.

Also, Turkey Ridge Ranch Property Owners association has never signed off or seen plans for the home or structure he is going to build. As a POA we must approve the building plans.

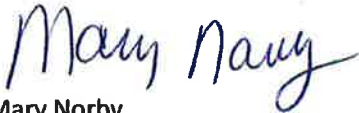
Not sure how he even got a building permit in the first place – He has no septic system up there and no source of water. He has been living in his camper since late 2018 with no septic system!

106.1.5 Sanitation & Water. Pursuant to C.R.S. §25-10-112 (1) and section 10.05 of the Huerfano County Land Development Guide the applicant must show proof of an approved sanitation system. Pursuant to the Board of County Commissioners Resolution No: 11-10, all occupied dwellings, structures or buildings that the Building Inspector determines needs an adequate supply of water shall provide proof of water in order to obtain a building permit.

I am requesting that Keith Parsons' move from the Lot immediately until a septic system and water source are approved by the County and a brand new permit is issued.

I am requesting the BOCC to review Mr. Parsons' building permit file and one of the commissioners or the County Administrator call me or e-mail me back with their decision or their recommendations of how to solve this 3 year old problem.

Thank you for your consideration.

A handwritten signature in blue ink that reads "Mary Norby". The signature is fluid and cursive, with the first name "Mary" and last name "Norby" clearly distinguishable.

Mary Norby

norby_mary@yahoo.com

719.989.3926