



**Rob Oquist** - Commissioner Dist. 1  
**Tim Knabenshue** - Commissioner Dist. 2  
**Jim Baldwin** - Commissioner Dist. 3  
**Amy White-Tanabe** - County Administrator  
**Nathan Shultz** - County Attorney

## Otero County Board of Commissioners

### AGENDA February 10, 2025

1. Opening Prayer
2. Pledge of Allegiance
3. Call to Order
4. Public Comment (limit of 3 minutes)
5. Presentations
6. Consent Agenda. *The Chair will remove any Consent Agenda item upon request by any Commissioner or assigned staff. Items removed upon request will be considered separately by the Board immediately following the action on the remaining Consent Agenda, to be continued to another meeting date, or handled in a manner otherwise determined at the discretion of the Board.*
  - a. Approval of Minutes
  - b. Approval of Bills & Payroll
  - c. Ratify CDBG Extension Request
  - d. The Beer Joint Liquor License Renewal
7. Old Business
8. New Business
  - a. Resolution #2025-06 Establishing the Hasty Water Authority
  - b. Hasty Water Authority Establishing Contract
  - c. Bid Selection for Weed Spraying, Darren Garcia
9. Departmental Reports
10. Commissioner's Report
11. Discussion
12. Announcements
  - a. Otero County office and Landfill will be closed on Monday, February 17, 2025, in observance of President's Day.
  - b. Meetings scheduled for February 24, 2025, are cancelled, the next meeting will be held March 10, 2025.

January 27<sup>th</sup>, 2025

The Board of County Commissioners now meets pursuant to adjournment.

Present:	Rob Oquist	Chairman
	Tim Knabenshue	Commissioner
	Jim Baldwin	Commissioner
	Amy White-Tanabe	Administrator
	Lynda Scott	Clerk

Guests in attendance in person: Nancy Harring, Tony Walisky, Bette McFarren, Anne Boswell, and Sharon Jones.

Chr. Oquist asked everyone to stand for Prayer and the Pledge of Allegiance.

Chr. Oquist called the regular meeting to order.

Anne Boswell presented the Southeast Colorado Power Association – Rural Economic Loan & Grant Program. Ms. Boswell wanted to let people know that there is a program that goes through Southeast Colorado Power. Interested participants can go out to the Southeast Colorado Power Association's website to find out more about the programs available. It can be used for startups, expansions, non-profits, and marketing. Southeast Colorado Power Association is a Coop and would like to serve its members by serving the community. The application period deadlines are quarterly.

Chr. Oquist called for approval of the consent agenda. The agenda includes approval of the minutes from January 13<sup>th</sup>, bills and payroll for January 1<sup>st</sup> through January 15<sup>th</sup>, 2024, the Department of Human Services (DHS) Financial Package, and the Ratification of the Southeast Colorado All-Hazards Region (SECAHR) Board Appointment of Danny Chavez with Co. Knabenshue as alternate. Co. Knabenshue motioned to approve the consent agenda. Co. Baldwin seconded. Motion carried.

County Treasurer Sharon Jones presented the semi-annual treasurer's report. County funds total \$33,034,002.97. The County did well on interest gains last year. Co. Baldwin motioned to approve the report. Co. Knabenshue seconded. Motion carried.

Sharon Jones presented the 4<sup>th</sup> Quarter Public Trustee's Report for 2024. There were 111 Releases of Deeds of Trust totaling \$3,333.00. There were eight new foreclosures, totaling \$2,400.00. There is a new law that allows for 3<sup>rd</sup> party bidding, the fee is \$300.00. All fees for filing went up on July 1<sup>st</sup>, 2024. Total income was \$8,726.88. Total expenses were \$5,141.69. Co. Knabenshue motioned to approve the report. Co. Baldwin seconded. Motion carried.

Admin. White-Tanabe presented a Justice Assistance Grant (JAG) application for signature. This grant is \$174,900.00 and would be used for the Detention Center. The grant application deadline is in March 2025. Co. Baldwin motioned to approve signature for the grant application. Co. Knabenshue seconded. Motion carried.

Admin. White-Tanabe reported on the sales tax for the county. We are at a -7% cumulation from FY2023. The County, however, is still doing ok. Monies collected by the State were received in January 2025 for November 2024.

Co., Baldwin presented that he and the Commissioners are attending legislation meetings.

Co. Knabenshue reported that construction on the new Detention Center is rapidly coming to completion.

Chr. Oquist mentioned that he went to see the Detention Center last week. He also wanted to give a little bit of information on the fire at the County Shop in Fowler, CO. According to reports the fire was accidental and started with a faulty electrical in one of the trucks inside the building.

With no further business, the Board adjourned the meeting.

Next meeting will be February 10<sup>th</sup>, 2025, at 1:30 pm.

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Clerk

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Chairman

OTERO COUNTY PAYMENTS  
JANUARY 16 THROUGH JANUARY 31, 2025

Check #	Vendor	Description	Department	Amount
129630	AMANDA LECK	OMBUDSMAN ACTIVITIES SERV	AAA	822.24
129631	ARKANSAS VALLEY FAIR	ARK VALLEY FAIR	ADMIN	3,000.00
129632	BACA COUNTY PUBLIC HEALTH AGENCY	AAA GENERAL FUND	AAA	378.00
129633	BART COATES	SUPPORTIVE SERVICES	HEALTH	300.00
129634	BLACK HILLS ENERGY	UTILITIES	VARIOUS	2,130.58
129635	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	546.60
129636	CAPITAL ONE TRADE CREDIT	PARTS/SERVICE	R&B	1,896.47
129637	CAVENEY AUDIOLOGY, LLC	MATERIAL AID	AAA	2,000.00
129638	CITY OF LA JUNTA - UTILITIES	UTILITIES	VARIOUS	6,620.77
129639	CITY OF LA JUNTA TRANSIT	CITY OF LA JUNTA	AAA	1,145.00
129640	CITY OF LA JUNTA-WOODRUFF MEMORIAL LIBRARY	MATERIALS	ADMIN	1,000.00
129641	CITY OF ROCKY FORD	UTILITIES/DISPATCH/E911	LAND USE/SHERIFF/E911	29,669.29
129642	COLORADO BANK & TRUST	SECOR	HEALTH	2,640.00
129643	COLORADO DEPT OF HCPF	SINGLE ENTRY POINT (SEP)	SEP	3,837.30
129644	COLORADO DEPT OF PUBLIC HEALTH	OPERATING SUPPLIES	HEALTH	677.00
129645	COLORADO STATE UNIVERSITY	SECOR	HEALTH	15,911.55
129646	COUNTRY CHIROPRACTIC, PC	DRUG TESTING & DOT PHYSICALS	R&B	150.00
129647	DAVID N TRUJILLO, DDS PC	MEDICAL SERVICES	JAIL	175.42
129648	DEEP ROCK	MISCELLANEOUS	ADMIN	53.44
129649	DENVER INDUSTRIAL SALES & SERVICE CO	ROAD OIL	R&B	13,529.60
129650	DUFFY CRANE - PUEBLO	DETENTION DEVELOPMENT	DETENTION	3,782.02
129651	EVERETT S NORRIS	SUPPORTIVE SERVICES	HEALTH	300.00
129652	FOWLER RURAL FIRE PROTECTION DISTRICT	AMBULANCE SERVICES-FOWLER	AMBULANCE SERVICE	3,000.00
129653	FP MAILING SOLUTIONS	POSTAGE, BOX RENT, ETC	SHERIFF	285.40
129654	GOBIN'S INC	MAINTENANCE CONTRACTS	ASSESSOR/HEALTH/ADMIN	476.69
129655	GRAINGER, INC	PARTS/SERVICE	G&B/R&B	2,232.31
129656	GREAT AMERICA LEASING CORP.	CTC GRANT	HEALTH	84.94
129657	GREGORY SCOTT KIRKLAND	SUPPORTIVE SERVICES	HEALTH	300.00
129658	JERRY D. BAY	P & Z BOARD FEES	LAND USE	78.00
129659	JOHN DEERE FINANCIAL	PARTS/SERVICE	R&B	221.92
129660	JOSH BROTHERS DENTALPLLC	MEDICAL SERVICES	JAIL	174.54
129661	JR THOMPSON	P & Z BOARD FEES	LAND USE	60.90
129662	KIMBALL MIDWEST	BUILDING MAINT/REPAIRS	G&B	66.10
129663	LA JUNTA CHAMBER OF COMMERCE	DUES & MEETINGS	COMMISSIONERS	350.00
129664	LA JUNTA CHIROPRACTIC CENTER, PC	BUILDING MAINT/REPAIRS	G&B	20.00
129665	LEDS, INC.	MAINTENANCE CONTRACTS	CLERK	29,436.00
129666	LEONARD TAFOYA	TRAVEL	ADULT SERVICES	943.60
129667	MARTIN PIPE & STEEL, INC	BUILDING MAINT/REPAIRS	G&B	203.37
129668	MARY TRUJILLO	SUPPORTIVE SERVICES	HEALTH	300.00
129669	MATTHEW MCINTYRE	P & Z BOARD FEES	LAND USE	65.42
129670	MID-AMERICAN RESEARCH CHEMICAL	BUILDING MAINT/REPAIRS	G&B	3,460.01
129671	MIGUEL A ESTRADA-HURTADO	BLDG UTIL/MAINT - RF	HEALTH	50.00
129672	NORMAN JAY SMITH	P & Z BOARD FEES	LAND USE	77.10
129673	OFFICE DEPOT, INC	OFFICE SUPPLIES	SHERIFF/HEALTH	582.33
129674	OTERO COUNTY COMMISSIONERS	WORKER'S COMPENSATION	HEALTH	2,994.00
129675	OTERO COUNTY COMMISSIONERS	LIABILITY INSURANCE	HEALTH	32,342.03
129676	OTERO COUNTY COMMISSIONERS	LIABILITY INSURANCE	R&B	109,123.99
129677	OTERO COUNTY COMMISSIONERS	WORK COMP/RENT/OPERATING	ADULT SERVICES	17,344.00
129678	OTERO COUNTY COMMISSIONERS	LIABILITY INSURANCE	ADULT SERVICES	28,023.68
129679	OTERO COUNTY SHERIFF DEPT -PETTY CASH	TRAVEL/MEALS	TRANSPORT	28.91
129680	OTERO COUNTY SOCIAL SERVICES	POSTAGE/OPERATING/SALARY	VSO/ADULT SERVICES	7,417.41
129681	PAUL ROHDE	SECOR	HEALTH	3,771.79
129682	RAM PRODUCTS, LTD	PARTS/SERVICE	R&B	228.05
129683	REX ENVIRONMENTAL OF COLORADO SPRINGS	ENERGY PROJECT	CAPITAL IMPROVEMENT	990.00
129684	ROCKY'S ELECTRIC & MECHANICAL	PARTS/SERVICE	R&B	4,353.90
129685	SECOM	TELEPHONE/SECOM CIRCUIT	VARIOUS	5,618.72
129686	NOT A CHECK			

Check #	Vendor	Description	Department	Amount
129687	SECOM (911)	SECOM CIRCUIT	E911	1,436.40
129688	SHAWN MOBLEY	SUPPORTIVE SERVICES	HEALTH	300.00
129689	SHRED AMERICA COLORADO	DOCUMENT SHREDDING	ADMIN/SHERIFF	26.40
129690	SOUTHERN TIRE MART LLC	BATTERIES, TIRES, TUBES, ETC	SHERIFF	686.69
129691	SOUTHWEST SOLUTIONS GROUP, INC	OPERATING SUPPLIES	JAIL	4,496.00
129692	STATE OF COLO DPA ACCOUNTING	POSTAGE, BOX RENT, ETC	CLERK	1,209.53
129693	SUTHERLAND LUMBER CO.	BUILDING MAINT/REPAIRS	G&B	45.91
129694	SUTHERLAND LUMBER CO.	PARTS/SERVICE	R&B	283.23
129695	SWANSTON EQUIPMENT	PARTS/SERVICE	R&B	938.15
129696	TASCOSA OFFICE MACHINES, INC	OPERATING SUPPLIES	SHERIFF	95.51
129697	THE SIGN SHOP, INC	PARTS/SERVICE	ASSESSOR/R&B	677.50
129698	UNITED COMPANIES	BRIDGE MAINTENANCE	R&B	9,752.00
129699	VIAERO WIRELESS	TELEPHONE	VARIOUS	2,553.06
129700	WALMART / CAPITAL ONE	PARTS/SERVICE	R&B	68.40
129701	WALMART / CAPITAL ONE	OFFICE SUPPLIES	ASSESSOR	44.70
129702	WALMART / CAPITAL ONE	OPERATING SUPPLIES	SHERIFF	301.24
129703	WORLD DATA CORPORATION	BOOKS	CLERK	360.00
3960	NUNN CONSTRUCTION, INC	DETENTION DEVELOPMENT	DETENTION	1,511,855.45
3961	10-41 APPAREL	UNIFORMS	SHERIFF	1,209.00
3962	16TH JUDICIAL DISTRICT	16TH JUDICIAL DISTRICT	INTERGOVERNMENTAL	54,975.17
3963	AXON ENTERPRISE, INC	SOFTWARE/HARDWARE RENTAL	SHERIFF	4,116.00
3964	BACA COUNTY COMMISSIONERS	BACA COUNTY	AAA	1,266.00
3965	BENITA GONZALES	CONSUMABLES	SWINK SENIOR CENTER	14.62
3966	BOKF, NA	FEES	DETENTION	1,500.00
3967	BRENDA DONALDSON	TRAVEL	SEP	100.70
3968	CENTURYLINK	PURCHASED SERVICES-COMM	E911	331.23
3969	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	1,000.00
3970	DAVE W HILL	P & Z BOARD FEES	LAND USE	69.90
3971	DIGITCOM ELECTRONICS, INC	RADIO REPAIR	SHERIFF/R&B	224.24
3972	DITCH & RESERVOIR COMPANY ALLIANCE (DARCA)	WATER QUALITY PROJECT	ADMIN	1,500.00
3973	ELSIE MAE KLEIN	TRAVEL	ADULT SERVICES	527.00
3974	FLOYD A ORNELAS JR	TRAVEL	ADULT SERVICES	677.80
3975	FLOYD R WARD JR	TRAVEL	ADULT SERVICES	1,036.00
3976	GALLS, LLC	WILDLAND/UNIFORMS	SHERIFF/TRANSPORT	566.21
3977	GROUND ENGINEERING CONSULTANTS, INC	DETENTION DEVELOPMENT	DETENTION	16,981.25
3978	GT INDEPENDENCE	FMS CLIENT SERVICES/FEE EXPENSE	VDC	44,380.34
3979	HD SUPPLY	BUILDING MAINT/REPAIRS	G&B/R&B	3,050.49
3980	JACKI SHERIFF CLARK	TRAVEL	ADULT SERVICES	317.00
3981	JACOB DILLEN ROATH	SOFTWARE/TRAINING	LAND USE	180.00
3982	JRS KNIVES, LLC	OPERATING SUPPLIES	SHERIFF	200.00
3983	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	500.00
3984	LAMAR AREA HOSPICE	AAA GENERAL FUND	AAA	621.00
3985	LAW OFFICE OF RANDA DAVIS-TICE	LEGAL FEE CONTINGENCY	AAA	1,093.75
3986	MARDONA L MORELAND	TRAVEL	ADULT SERVICES	982.20
3987	MCCANDLESS INTERNATIONAL	CAPITAL OUTLAY	R&B	373,228.00
3988	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	500.00
3989	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	500.00
3990	PREPARED	PURCHASED SERVICES-COMM	E911	18,684.00
3991	PROSOURCE SPECIALITIES LLC	OPERATING SUPPLIES	SHERIFF	570.79
3992	QUILL CORPORATION	OFFICE SUPPLIES	VARIOUS	615.37
3993	ROBERT L KLINKERMAN	TRAVEL	ADULT SERVICES	150.00
3994	ROBERT M. FOWLER	TRAVEL & LODGING	CORONER	718.68
3995	ROCKY FORD SCHOOL DISTRICT R2	STEPP GRANT	HEALTH	1,000.00
3996	SAGE SERVICES, INC.	CONGREGATE/HOME DELIVERED MEALS	AAA	41,211.43
3997	SAMANTHA PALMER	TRAVEL	SEP	82.04
3998	SE CO WATER ACTIVITY ENTERPRISE	EXCESS CAPACITY	INTERGOVERNMENTAL	2,532.20
3999	SHELLY R BAUER	TRAVEL	ADULT SERVICES	14.80
4000	SOURCE MANAGEMENT INC	OFFICE SUPPLIES	CLERK	119.15
4001	STEVEN MARTINEZ	TRAVEL	ADULT SERVICES	410.00
4002	SUNSTATE EQUIPMENT CO., LLC	PURCHASES UNDER \$5,000	INTERNAL SERVICES	5,600.00

Check #	Vendor	Description	Department	Amount
4003	SYMBOL ARTS, LLC	UNIFORMS	SHERIFF	839.52
4004	THIN BLUE LINE CREATIVE DESIGN	STEPP GRANT	HEALTH	255.00
4005	TYLA T HIATT	TRAVEL	ADULT SERVICES	393.60
4006	VALLEY TRASH LLC	OPR / SHOP SUPPLIES	R&B	25.00
				2,465,270.04

Fund Summary

010 - GENERAL FUND	153,656.35
012 - CAPITAL IMPROVEMENT FUND	990.00
020 - ROAD & BRIDGE FUND	519,274.78
040 - AAA FUND	102,285.64
050 - DETENTION CENTER FUND	1,538,614.72
065 - INTERNAL SERVICES FUND	5,600.00
070 - GENERAL HUMAN SERVICES	56,765.40
080 - HEALTH FUND	63,857.18
085 - CONSERVATION TRUST FUND	71.92
090 - CLERK HIRE FUND	1,664.86
095 - E-911	22,489.19
2,465,270.04	



**Rob Oquist** - Commissioner Dist. 1  
**Tim Knabenshue** - Commissioner Dist. 2  
**Jim Baldwin** - Commissioner Dist. 3  
**Nathan Shultz** - County Attorney  
**Amy White-Tanabe** - County Administrator

## Office of the Commissioners

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January 27, 2025

Ms. Robyn Berkey  
CDBG, ED Program Manager  
1313 Sherman Street, Rm. 521  
Denver, CO 80203

RE: CDBGED Contract #F24-647

Dear Ms. Berkey:

The Otero/Las Animas Counties' Business Loan Fund (BLF) and Otero Partners, Incorporated, would like to request an extension of our current CDBG contract to February 1, 2028.

Otero Partners Incorporated continues to partner with Trinidad-Las Animas County Chamber of Commerce, Small Business Development Centers, Southeast Colorado Enterprise Development, as well as local city officials to enhance awareness of the business loan fund.

An extension of time on our current CDBG funding will provide the best opportunity to continue working with these, and other businesses to help support job growth in the two counties. We appreciate your consideration in this matter. If you have questions or would like to discuss this further, please feel free to contact us at any time.

Respectfully,

Rob Oquist, Chairman  
Otero County Commissioners



STATE OF COLORADO    )  
  ) ss.  
County of Otero         )

At a Regular Meeting of the Board of County Commissioners for Otero County, Colorado, held at the Courthouse in La Junta, Colorado, on the 10<sup>th</sup> day of February, A.D., 2025, there were present:

- Rob Oquist,                   Chairman
- Tim Knabenshue,           Commissioner
- Jim Baldwin,               Commissioner
- Lyn Scott,                   Clerk to the Board
- Amy White-Tanabe,       County Administrator

when the following proceedings were had and done, to-wit:

**Resolution #2025 – 06**

**APPROVING AN AGREEMENT BETWEEN OTERO COUNTY, COLORADO AND BENT COUNTY, COLORADO, ESTABLISHING THE HASTY WATER AUTHORITY TO BE LOCATED IN BENT COUNTY**

WHEREAS, Otero County and Bent County are each duly and regularly created, organized and existing political subdivisions and public bodies corporate of the State of Colorado; and

WHEREAS, Otero County and Bent County are authorized by the provisions of Colo. Const. Art. XIV, §18, and C.R.S. 29-1-201, *et seq.*, to enter into contracts with other political subdivisions of the State of Colorado; and

WHEREAS, Otero County and Bent County are authorized by the provision of C.R.S. §29-1-204.2 to establish a water authority to be used to effect the development of water resources, systems and facilities, in whole or in part, for the benefit of the inhabitants and service users of the contracting parties or others at the discretion of the board of directors of the authority; and

WHEREAS, in order for the Hasty Water Company to obtain federal grants and low interest rate loans from the Colorado Water Resources and Power Development Authority, Hasty Water Company is required to be organized as a local government for state law purposes; and

WHEREAS, in order to become organized as a local government, Hasty Water Authority approached Otero and Bent Counties requesting that they form a water authority pursuant to their statutory powers to better serve the residents and rate payers of the Hasty Water Authority system; and



WHEREAS, there has been presented to the Boards of County Commissioners of Otero and Bent Counties (the “Board”) the form of Establishing Contract for the Hasty Water Authority; and

WHEREAS, Otero County and Bent County have determined it is in the best interests of their constituents and service users to establish a water authority to be known as the Hasty Water Authority to provide water service within portions of Bent County; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO (THE “BOARD”):

Section 1) Approval of Establishing Contract and Ratification and Approval of Prior Actions. The Board of County Commissioners hereby approves the Hasty Water Authority Establishing Contract in the form presented at this meeting. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Board, or the officers or agents of the Board or the County, relating to the formation of the Hasty Water Authority is hereby ratified, approved and confirmed.

Section 2) Findings Relating to the Hasty Water Authority. The Board hereby finds and determines that pursuant to Section 29-1-204.2, C.R.S., the creation of the Hasty Water Authority is necessary for the development of water resources, systems, or facilities or of drainage facilities in whole or in part for the benefit of the inhabitants of Otero County and Bent County.

Section 3) Finding of Best Interests. The Board hereby finds and determines the creation of the Hasty Water Authority is necessary, convenient and in furtherance of the County’s purposes and is in the best interests of the inhabitants of the County; and the Board hereby authorizes and approves such creation.

Section 4) Authorization to Execute Collateral Documents. Any member of the Board of County Commissioners, the County Manager, or other appropriate officials or agents of the Board or the County, are hereby authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they may deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this resolution, including but not limited to the execution of the Hasty Water Authority Establishing Contract and such other documents, certificates and affidavits as may be necessary. The execution of any instrument by the aforementioned officers or members of the Board shall be conclusive evidence of the approval by the Board of such instrument in accordance with the terms hereof and thereof.

Section 5) Repealer. All bylaws, orders and resolutions of the Board, or parts thereof, inconsistent with this resolution or with the Hasty Water Authority Establishing Contract hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the Board, or part thereof, heretofore repealed.

Section 6) Effective Date. This resolution shall be in full force and effect upon its passage and adoption.

Adopted this 10<sup>th</sup> day of February 2025.

Resolution 2025-06

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
OTERO COUNTY, STATE OF COLORADO:

\_\_\_\_\_  
Clerk & Recorder

\_\_\_\_\_  
Rob Oquist, Chairman

\_\_\_\_\_  
Tim Knabenshue

\_\_\_\_\_  
Jim Baldwin

## **HASTY WATER AUTHORITY ESTABLISHING CONTRACT**

THIS HASTY WATER AUTHORITY ESTABLISHING CONTRACT (“Contract”) is made and entered into, effective as of \_\_\_\_\_, 2025 (“Establishment Date”) by and between Bent County, Colorado (“Bent County”), and Otero County, Colorado (“Otero County”), each a duly and regularly created, organized and existing political subdivision and public body corporate and politic, existing as such under and by virtue of the Constitution and laws of the State of Colorado, individually referred to herein as a “Member” and collectively referred to herein as the “Members.”

### **RECITALS**

WHEREAS, Bent County and Otero County are each duly and regularly created, organized and existing political subdivisions and public bodies corporate of the State of Colorado; and

WHEREAS, Bent County and Otero County are authorized by the provisions of Colo. Const. Art. XIV, §18, and C.R.S. 29-1-201, *et seq.*, to enter into contracts with other political subdivisions of the State of Colorado; and

WHEREAS, Bent County and Otero County are authorized by the provision of C.R.S. §29-1-204.2 to establish a water authority to be used to effect the development of water resources, systems and facilities, in whole or in part, for the benefit of the inhabitants and service users of the contracting parties or others at the discretion of the board of directors of the authority; and

WHEREAS, Bent County and Otero County have determined it is in the best interests of their constituents and service users to establish a water authority.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated by reference into this Contract, and in consideration of the mutual promises and undertakings herein, the Parties agree as follows:

### **ARTICLE 1. NAME OF AUTHORITY**

1.1. Name. The name of the entity hereby established shall be the Hasty Water Authority (“Authority”).

### **ARTICLE 2. PURPOSE AND TERM OF AUTHORITY**

2.1. Purpose. The purpose of the Authority is to effect the development of systems and facilities for purposes of furnishing a potable water supply for the benefit of the Members and their constituents and the Authority’s service users. By this Contract, the Members intend to establish an entity for the purposes of financing, designing, constructing, acquiring, operating, maintaining, and utilizing water resources, facilities and services of such Authority in conjunction and cooperation with the Members.

2.2. Term. In accordance with C.R.S. §29-1-204.2(2)(d), this Contract shall continue until terminated pursuant to a written resolution and unanimous vote of the Board of Directors of the Authority in favor of termination and by ratification of such termination by the governing bodies of each of the Members. However, this Contract may not be terminated so long as the

Authority has bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made by the Board of Directors of the Authority pursuant to terms of such obligations at the time of termination.

2.3. Termination. In the event of the termination of this Contract and dissolution of the Authority, all rights, title and interest of the Authority in the General Assets (as hereinafter defined) of the Authority shall be conveyed to the Hasty Water Company, subject to any outstanding liens, mortgages or other pledges of such General Assets. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

### **ARTICLE 3. GOVERNING BODY**

3.1 Board of Directors. The Board of Directors (the "Board" and the "Directors") shall consist of five (5) Directors initially appointed by the Bent County Board of County Commissioners (the "BOCC"). Any person appointed by the BOCC to serve as a Director on the Board must be a user of water services provided by the Authority, as evidenced by the ownership of a meter (each a "Water User"). Water Users wishing to be considered for appointment as a Director may apply to the BOCC or be recommended to the BOCC.

3.1.1. The Directors appointed to the initial Board (the "Initial Board"), and the end of each Director's initial term shall be as set forth below:

<u>Director</u>	<u>Term</u> <u>(Ending January 1)</u>
Robert M. Ratcliff	2027
Justin Piatt	2027
Andy Bellomy	2029
Colleen Piatt	2029
Becky Lewis	2029

3.1.2. Term of Directors. Except for the Initial Board, each Director shall serve a term of four years. However, the terms of the Initial Board shall be staggered so that the first term of each Director shall be as follows: the first two Directors appointed by the BOCC shall serve a two-year term and the next three Directors appointed by the BOCC shall serve four-year terms. Upon expiration of a term, a Director shall continue to serve until a successor Director has been appointed by the BOCC. Nothing herein shall preclude re-appointment of a Director by the BOCC for consecutive terms.

3.1.3. Vacancy. A vacancy occurring on the Board, for reasons other than expiration of the outgoing Director's term of office shall be filled by the selection of a successor Director by the current Directors, who shall serve for the remainder of the unexpired term. The BOCC may remove a Director which it appointed with or without cause. At the expiration of any term of office for a Director(s), any vacant seat on the Board shall be appointed by the current Directors, or if there are no current Directors, by the BOCC.

3.1.4. Board Shall Conduct Business of the Authority. The Governing Body of the

Authority shall be the Board, in which all administrative and legislative power of the Authority is vested. The Board shall conduct the business of the Authority in good faith and utilizing a reasonable businessperson standard.

3.1.5. Expansion of Board of Directors. Upon the increase in Membership of the Authority as provided by Article 6, or upon Amendments to this Contract approved by the current Members as provided in Article 7, the number of Directors of the Authority's Board of Directors may be increased. However, no such Amendment shall result in the number of Directors being an even number.

3.2. Meetings. Regular meetings of the Board shall be held at such place, on such day, and at such hour as the Board shall, by resolution, from time to time establish. Special meetings may be held at any time and at any place within the State of Colorado provided at least twenty-four (24) hours' notice is delivered to each Director. The President or Vice President may, and on the written request of two (2) Directors, shall, call a special meeting of the Board. Any director may include an item for discussion or action on the Board agenda, provided that such item or action is submitted for inclusion on the Board agenda at least twenty-four (24) hours prior to the commencement of the meeting. The Authority is a political subdivision and public corporation of the State of Colorado, separate from the Members, within the meaning of the Colorado Open Meeting Law, C.R.S. §24-6-401, *et seq.*

3.2.1. Quorum. A quorum of the Board of Directors is more than one-half of the number of Directors serving on the Board. A quorum shall be necessary for any action to be taken by the Board.

3.2.2. Voting. Unless otherwise specifically provided for herein, a vote of a majority of the Directors in attendance at a meeting of the Authority shall be sufficient for action to be taken by the Board, provided a quorum is in attendance and available to vote on the action.

3.3. Officers and Duties. The Directors shall elect annually at the first meeting of each calendar year, a President, a Vice-President, a Secretary and a Treasurer, provided however, that the Secretary may be a person other than a Director, and provided further that the same person may serve as both Secretary and Treasurer (provided that such Secretary/Treasurer is a Director). The President shall chair all meetings. Whenever the President is absent, the Vice-President shall assume all duties of the President. The Secretary shall keep in a visual text format that may be transmitted electronically, a record of all the Authority's proceedings, minutes of all meetings, certificates, contracts, bonds given by employees, and all corporate acts. The Treasurer shall keep strict and accurate accounts of all money received by or disbursed for and on behalf of the Authority in permanent records.

3.4. Budgets, Accounting and Audits. The Board shall comply with C.R.S. §29-1-204.2(2)(b)(IV) and all other applicable State and Federal laws and shall make provisions for annual budgets, and audits when required, in accordance with local government accounting standards including Parts 1, 5 and 6, Article 1, Title 29, C.R.S., as amended. Annual budgets and the results of any audits shall be presented to each Member no more than 30 days after review by the Board.

3.5. Indemnification. The Authority shall, to the extent permitted by law, indemnify and defend each Director, officer and employee of the Authority in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved in his or her official capacity by reason of his or her being or having been such Director or officer, or by reason or any action or omission by him or her in any such capacity. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses or willful and wanton misconduct of such Director or officer.

#### **ARTICLE 4. POWERS OF THE AUTHORITY**

4.1. The Authority shall have all general powers of an authority organized and operating pursuant to C.R.S. §29-1-204.2, which include the following:

4.1.1. To develop water resources, systems or facilities or conveyance and drainage facilities in connection to water treatment, in whole or in part for the benefit of the inhabitants or service users of the Members, at the discretion of the Board of Directors of the Authority, subject to fulfilling any conditions or requirements set forth in this Contract;

4.1.2. To make and enter into contracts;

4.1.3. To employ agents and employees;

4.1.4. To acquire, construct, manage, maintain, or operate water systems, facilities, works, or improvements, or drainage facilities, or any interest therein;

4.1.5. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property utilized for the purposes of water treatment, distribution, and wastewater disposal, or of conveyance and drainage;

4.1.6. To condemn property for use as rights-of-way only if such property is not owned by any public utility and devoted to such public use pursuant to state authority;

4.1.7. To incur debts, liabilities, or obligations;

4.1.8. To sue and be sued in its own name;

4.1.9. To have and use a corporate seal;

4.1.10. To fix, maintain, and revise fees, rates, and charges for functions, services or facilities provided by the entity;

4.1.11. To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose;

4.1.12. To exercise any other powers which are essential to the provisions of functions, services, or facilities by the entity and which are specified in this contract;

4.1.13. To do and perform any acts and things authorized by this Contract, under, through, or by means of an agent or by contracts with any person, firm, or corporation;

4.1.14. To provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems or of drainage facilities through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands;

4.1.15. To operate as an "Enterprise" under Colorado Constitution Article X, Section 20 if deemed desirable by the Board or if the Authority is determined to be a "District" under Colorado Constitution Article X, Section 20.

4.2. Financial Powers. The Authority is a political subdivision and a political corporation of the State of Colorado, separate from the Members. It shall have the duties, privileges, immunities, rights and liabilities of a public body politic and corporate. The provision of Articles 10.5 and 47 of Title 11, C.R.S., shall apply to moneys of the Authority.

4.2.1. The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Members.

4.2.2. The Authority is authorized to receive funds from proprietary revenues for services rendered by the Authority, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth in this Contract and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the Authority.

4.2.3. To carry out the purposes for which the Authority is established, the Authority is authorized to issue bonds, notes, or other obligations payable solely from the revenues derived from the function, service, system or facility or the combined functions, services, systems, or facilities of the Authority or from any other available funds of the Authority. The terms, conditions, and details of said bonds, notes, and other obligations, the procedures related thereto, and the refunding thereof shall be set forth in the resolution authorizing said bonds, notes or other obligations.

## **ARTICLE 5. SERVICES OF THE AUTHORITY**

5.1. **Standards of Service.** Any improvements operated by the Authority shall substantially comply with all applicable federal, state and local laws, statutes, regulations, ordinances, permits and orders, including without limitation, the Federal Clean Water Act and Safe Drinking Water Act. Where applicable, the Authority shall promulgate water quality standards, treatment standards and discharge standards for all Authority improvements.

5.2. **Water Treatment for Customers.** The Authority shall treat and deliver water to its Water Users and customers from supplies, including augmentation supplies, owned, leased, dedicated to, or otherwise available to be used by the Authority. Any Member may enter into a separate contract with the Authority, as authorized pursuant to C.R.S. § 29-1-203, which shall define the terms and extent of the service provided by the Authority to the Member(s) and the obligations of any Member for delivery of water supplies (the "Member's IGA"). Any Member's IGA with the Authority may be amended from time to time as necessary to reflect changes in the Authority's service responsibilities and capabilities.

5.3. **Rates and Charges.** The Authority shall impose and collect reasonable operating rates and charges to recover the costs of operating, maintaining, repairing, replacing, and as necessary, expanding infrastructure and improvements and paying debt service on its bonds, loans or other obligations. Such rates and charges shall be established by the Board and modified as necessary. Rates and charges may include reasonable allocations of general and administrative overhead expenses. The Board may establish different rates and charges for different categories of Water Users and for providing water directly to the Members.

## **ARTICLE 6. TRANSFER OF ASSETS AND ASSUMPTION OF OBLIGATIONS AND LIABILITIES; ASSIGNMENT AND ADDITION OF MEMBER ENTITIES**

6.1. **Transfer of Assets and Assumption of Obligations and Liabilities.** Some or all assets of the existing Hasty Water Company (other than the water rights currently owned by the Hasty Water Company which may or may not be transferred at the discretion of the Hasty Water Company and the Board) may be transferred to the Authority upon execution of this Agreement and from time to time thereafter. The Authority shall assume all obligations and liabilities of the Hasty Water Company under existing contracts and to which the Hasty Water Company is a party.

6.2. **Assignment of Membership.** Each Member shall be entitled to assign their interest in this Contract to another political subdivision of the State of Colorado authorized to own and operate water systems or facilities, which entity is not already a Member to this Contract. Any such assignment must be approved by the Board prior to transfer of interest, including any terms and conditions the Board finds necessary and proper. No partial assignment shall be recognized. In event of an assignment of Membership, the governing body of the new Member shall ratify the then current terms of this Contract and cause an addendum to this Contract to be executed.

6.3. **Additional Members.** Additional political subdivisions of the State of Colorado authorized to own and operate water systems or facilities may become Members upon unanimous approval by the Board. In the event a new Member is approved by the Board, this Contract shall



be amended to acknowledge the new Member and make additional changes as may be needed. Any such amendment must be ratified by the governing body of each Member.

6.4. Deletion of Member. Until there are more than two parties to this contract, the provisions for termination of the Authority shall govern the deletion of a party from this Contract. If an additional Member is added, the amendment to this Contract adding the new Member shall determine the procedure for deleting a Member.

#### **ARTICLE 7. GENERAL PROVISIONS**

7.1. Amendment. No amendment to this Contract, including an amendment adding parties to the Contract in the future, shall be effective unless it is in writing and signed by the Authority and each Member. An amendment to add a Member to this Contract shall specify the conditions and requirements to be fulfilled by the new Member.

7.2. Partial Invalidity. If any portion of this Contract is determined by a court having jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining portions of this Contract, the intention being that the various provisions of this Contract are severable.

7.3. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis and applicable federal law.

7.4. Fiscal Year. The fiscal year of the Authority shall begin on the first day of January in each year.

7.5. Authority. Each party hereto represents and warrants that it has all requisite power, corporate or otherwise, to execute, deliver and perform their obligations pursuant to this Contract. Each party hereto represents and warrants to the other that the execution, delivery and performance of this Contract has been duly authorized by it, and that upon execution and delivery, this Contract will constitute a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Contract.

7.6. Notices. If under the terms of this Contract, or as needed in the regular business of the Authority, notice is to be provided to any Member, said notice shall be deemed provided upon personal delivery or three (3) business days after the mailing of the same by registered or certified mail, upon receipt requested. The names or address to whom notice is to be sent may be modified by the affected Member by a written notice in writing to the Authority. Until so modified, the persons to receive notice are as follows:

**Otero County**

Otero County Administrator  
13 W. 3rd Street, #212  
La Junta, Colorado 81050  
ATTN: Amy White-Tanabe, County Administrator

With a copy to:  
Nathan Shultz, County Attorney  
Otero County  
c/o Shultz Law Office  
319 Colorado Avenue  
La Junta, Colorado 81050

**Bent County**

Bent County Administrator  
725 Bent Avenue  
Las Animas, Colorado 81063  
ATTN: Doug Bankert, County Administrator

With a copy to:  
Nathan Shultz, County Attorney  
Otero County  
c/o Shultz Law Office  
319 Colorado Avenue  
La Junta, Colorado 81050

7.7. No Third-Party Beneficiaries. Nothing herein shall be construed to create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent or contractor of the Authority. No third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

7.8. Entire Agreement. This Contract constitutes the entire agreement among the parties pertaining to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings of the parties as to the subject matter of this Contract. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties or shall change or restrict the provisions of this Contract.

7.9. Governmental Immunity Nothing in this Contract shall be construed as a waiver of the rights and privileges of the Members pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

7.10. Counterparts. This Contract may be executed in one or more counterparts, all of

which together shall constitute one and the same instrument.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the undersigned Members have caused this instrument to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**OTERO COUNTY, COLORADO**

By: \_\_\_\_\_  
Chairman, Board of County Commissioners

ATTEST:

By: \_\_\_\_\_  
County Clerk and Recorder

[Seal]

**BENT COUNTY, COLORADO**

By: \_\_\_\_\_  
Chairman, Board of County Commissioners

ATTEST:

By: \_\_\_\_\_  
County Clerk and Recorder

[Seal]

# **2/10/2025 to 3/7/2025**

## **Commissioner's Calendar**

### **Monday, February 10, 2025**

Public Works/Facility Management / LN, DG, RO, TK, JB, AT  
Mon 2/10/2025 9:00 AM - 10:00 AM

Economic Development / DB, RO, TK, JB, AT  
Mon 2/10/2025 10:00 AM - 11:00 AM  
Location: Room 212

Department of Human Services / RO, TK, JB, DR, AT  
Mon 2/10/2025 11:00 AM - 12:00 PM  
Location: Room 212

Administration / RO, TK, JB, AT  
Mon 2/10/2025 12:00 PM - 1:00 PM  
Location: Room 212

Otero County Board of Commissioners Public Hearing / RO, TK, JB  
Mon 2/10/2025 1:30 PM - 2:30 PM  
Location: Room 107 or Zoom

### **Tuesday, February 11, 2025**

Construction Conference  
Tue 2/11/2025 1:00 PM - 2:00 PM  
Location: Zoom meeting

Discussion with Senator Hickenlooper about Space Command  
Tue 2/11/2025 1:00 PM - 2:00 PM  
Location: Zoom Meeting

## **Wednesday, February 12, 2025**

RESADA / RO

Wed 2/12/2025 10:30 AM - 12:00 PM

Ark River Basin Roundtable / JB

Wed 2/12/2025 12:30 PM - 4:00 PM

## **Friday, February 14, 2025**

CCI - Legislative Briefing

Fri 2/14/2025 12:00 PM - 1:30 PM

## **Monday, February 17, 2025**

President's Day - County Offices CLOSED

Mon 2/17/2025 (All day)

## **Tuesday, February 18, 2025**

OPI/OCLI

Tue 2/18/2025 8:30 AM - 10:30 AM

Construction Conference

Tue 2/18/2025 1:00 PM - 2:00 PM

## **Wednesday, February 19, 2025**

Lower Ark Water Conservancy / TK

Wed 2/19/2025 10:30 AM - 11:30 AM

SEBREA / RO

Wed 2/19/2025 12:00 PM - 1:00 PM

SAGE / RO

Wed 2/19/2025 2:00 PM - 3:00 PM

## **Thursday, February 20, 2025**

CCI - Steering Committee Meetings

Thu 2/20/2025 9:00 AM - 4:00 PM

SEWCD Board Meeting

Thu 2/20/2025 9:30 AM - 12:00 PM

## **Friday, February 21, 2025**

CCI - Steering Committee Meetings

Fri 2/21/2025 9:00 AM - 4:00 PM

## **Monday, February 24, 2025**

Public Works/Facility Management / LN, DG, RO, TK, JB, AT

Mon 2/24/2025 9:00 AM - 10:00 AM

Location: Room 212

Economic Development / DB, RO, TK, JB, AT

Mon 2/24/2025 10:00 AM - 11:00 AM

Location: Room 212

Department of Human Services / RO, TK, JB, DR, AT

Mon 2/24/2025 11:00 AM - 12:00 PM

Location: Room 212

SECOR / RO

Mon 2/24/2025 3:00 PM - 4:00 PM

## **Tuesday, February 25, 2025**

Construction Conference  
Tue 2/25/2025 1:00 PM - 2:00 PM

## **Wednesday, February 26, 2025**

SECOG/SECED / TK  
Wed 2/26/2025 1:00 PM - 2:00 PM

## **Monday, March 3, 2025**

County Attorney / RO, TK, JB, NS, SS, AT  
Mon 3/3/2025 9:00 AM - 10:00 AM  
Location: Room 212

## **Tuesday, March 4, 2025**

Nunn  
Tue 3/4/2025 12:00 PM - 1:00 PM

Construction Conference  
Tue 3/4/2025 1:00 PM - 2:00 PM  
Zoom Meeting

## **Wednesday, March 5, 2025**

Ark Basin Round Water Forum  
Wed 3/5/2025 to Thu 3/6/2025  
Location: Pueblo Convention Center (320 Central Main St, Pueblo, CO, 81003)



## **Thursday, March 6, 2025**

Ark Basin Round Water Forum

Wed 3/5/2025 to Thu 3/6/2025

Location: Pueblo Convention Center (320 Central Main St, Pueblo, CO, 81003)

## **Friday, March 7, 2025**

CCI - Legislative Briefing

Fri 3/7/2025 12:00 PM - 1:30 PM