



**Rob Oquist** - Commissioner Dist. 1  
**Tim Knabenshue** - Commissioner Dist. 2  
**Jim Baldwin** - Commissioner Dist. 3  
**Nathan Shultz** - County Attorney  
**Kaysie Schmidt** - County Administrator

## Otero County Board of Commissioners

### AGENDA September 22, 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. Department of Human Services Financial Report Ending July 31, 2025
7. Old Business
8. New Business
  - a. Southeast Colorado Regional Housing Authority, Teale Hemphill
  - b. Memorandum of Understanding Between Southeastern Colorado Water Conservancy District, Otero County, the Colorado Conservancy Board, and Colorado Water Resources and Power Development Authority
  - c. Liquor License Approval – Arkansas Valley CASA Boots ‘N Bling event, Lyn Scott
9. Departmental Reports
  - a. Sales Tax Report
10. Commissioners’ Report
11. Discussion
12. Announcements



September 8<sup>th</sup>, 2025

The Board of County Commissioners now meets pursuant to adjournment.

Present:	Rob Oquist	Chairman
	Tim Knabenshue	Commissioner
	Jim Baldwin	Commissioner
	Lynda Scott	Clerk

Guests in attendance in-person: Nancy Harrington, Bette McFarren, Jennifer Rife, and Brad Roe.  
Guests on zoom: Anne Boswell.

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

Chr. Oquist called the regular meeting to order.

Brad Roe, with Valley-Wide Veterans Outreach Coordinator, wished to give an update on the SSgt Fox Suicide Prevention Program. This is a very successful program in the Southeastern Colorado Region. To date, there have been 20 Vets to successfully complete the program. There is a bill going through Congress at this time called the Hunt for Heros Bill. It has been approved by the House for \$750,000.00. The Senate is planning on bumping it to \$1.25 Million, but if Congress does not support it, the program will end on September 30th of this year. Co. Knabenshue asked what the primary objective of the program is along with suicide prevention. According to Mr. Roe it is also to get the vet involved, get them help through therapy and with organizations that help keep them involved in the community. He thanked the involvement of American Legion Post 9 along with all the posts in the area with their support. He ended his talk by inviting the Commissioners to Coffee and Donuts at the Senior Center in La Junta, this is for the vets to meet and talk. Coffee and Donuts meet every Wednesday from 8-9:30am. The Commissioner's thanked him for the update.

Chr. Oquist called for approval of the consent agenda. The agenda includes approval of the minutes from August 25<sup>th</sup>, 2025, and bills and payroll for August 16<sup>th</sup> through August 31<sup>st</sup>, 2025. Co. Baldwin motioned to approve the consent agenda. Co. Knabenshue seconded. Motion carried.

Chr. Oquist and Co. Knabenshue attended several meetings together. Most notably the Southern Colorado Conference in LaVeta, CO., met with the forest service, and the Council of Governments meeting. They also gave Admin. White-Tanabe a fun send off, as she will be starting a new job with the State.

Co. Baldwin mentioned that they had approximately 32 applicants for the Administrator position, and they interviewed 7. They had a very difficult decision to make because all the applicants interviewed were very qualified.

With no further business, the Board adjourned the meeting.

Next meeting will be Monday, September 22<sup>nd</sup>, 2025, at 1:30 pm.

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Clerk

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Chairman

OTERO COUNTY PAYMENTS  
SEPTEMBER 1 THROUGH SEPTEMBER 15, 2025

Check #	Vendor	Description	Department	Amount
130692	A CUT ABOVE PEST CONTROL, LLC	MAINTENANCE CONTRACTS	SHERIFF/G&B/LAND USE	121.00
130693	ADP SCREENING	OPERATING	AAA	244.16
130694	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	3,060.00
130695	ARKANSAS VALLEY FAIR	JANITORIAL SUPPLIES	EXTENSION	166.37
130696	ASHLEY LOPEZ	TRAVEL	CLERK	16.00
130697	BLACK HILLS ENERGY	UTILITIES	VARIOUS	2,723.01
130698	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	464.70
130699	CITY OF LA JUNTA	SECOR	HEALTH	500.00
130700	CITY OF LA JUNTA - UTILITIES	UTILITIES	SHERIFF/JAIL	5,082.88
130701	CITY OF LAMAR	AAA GENERAL FUND	AAA	7,454.18
130702	COLORADO BUREAU OF INVESTIGATION	CONCEALED HAND GUN PERMIT	SHERIFF	407.00
130703	COLORADO DEPT OF LABOR & EMPLOYMENT	OPERATING/SHOP SUPPLIES	R&B	105.00
130704	COLORADO DEPT OF PUBLIC HEALTH	OPERATING SUPPLIES	HEALTH	845.00
130705	CROWLEY COUNTY COMMISSIONERS	CROWLEY COUNTY	AAA	688.22
130706	DARA JUNE HALLMAN	TRAVEL	CLERK	132.51
130707	EAST OTERO SCHOOL DISTRICT R-1	PILT PAYMENTS - DOW	INTERGOVERNMENTAL	447.79
130708	EXPRESS TOLL	TRAVEL	SHERIFF	9.20
130709	FADE TO BLACK WINDOW TINTING	PARTS/SERVICE	R&B	400.00
130710	GOBIN'S INC	MAINTENANCE CONTRACTS	VARIOUS	490.81
130711	GREAT AMERICA LEASING CORP.	MAINTENANCE CONTRACTS	ASSESSOR	145.22
130712	INDUSTRIAL HEALTH SERVICE, INC	HIRING EXPENSE	VARIOUS	207.20
130713	INSPIRATION FIELD	SLS CLIENT SUPPORT	ADULT SERVICES	21,932.06
130714	INTAB LLC	OFFICE SUPPLIES	ELECTIONS	63.22
130715	INTEGRATED VOTING SOLUTIONS	POSTAGE, BOX RENT, ETC	ELECTIONS	2,250.00
130716	JOHN DEERE FINANCIAL	OPERATING SUPPLIES	SHERIFF/JAIL	663.16
130717	KIMBALL MIDWEST	PARTS/SERVICE	R&B	189.25
130718	LA JUNTA TRADING COMPANY, INC	PARTS/SERVICE	JAIL/G&B/R&B	1,448.50
130719	LA JUNTA TRIBUNE-DEMOCRAT	SUBSCRIPTION	CLERK	83.50
130720	LEONARD TAFOYA	TRAVEL	ADULT SERVICES	913.14
130721	LOWER ARKANSAS VALLEY WATER DISTRICT	PILT PAYMENTS - DOW	INTERGOVERNMENTAL	147.47
130722	MARTIN PIPE & STEEL, INC	PARTS/SERVICE	R&B	329.48
130723	MIGUEL A ESTRADA-HURTADO	BLDG UTIL/MAINT - RF	HEALTH	50.00
130724	MUTH WELDING SERVICE	PARTS/SERVICE	R&B	137.72
130725	O'REILLY AUTO PARTS	PARTS/SERVICE	VARIOUS	681.73
130726	OTERO COUNTY COMMISSIONERS	RENT/OPERATING	ADULT SERVICES	3,842.06
130727	OTERO COUNTY ROAD & BRIDGE	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF/TRANSPORT/SEP	1,864.56
130728	OTERO COUNTY SHERIFF DEPT -PETTY CASH	MEALS/TRAVEL	TRANSPORT	32.44
130729	OTERO COUNTY SOCIAL SERVICES	SALARIES/OPERATING	ADULT SERVICES	18,792.10
130730	OTERO TRUE VALUE	PARTS/SERVICE	R&B	268.67
130731	PIPEYARD	CULVERTS	R&B	71.55
130732	POWER MOTIVE CORPORATION	PARTS/SERVICE	R&B	173.71
130733	PRIMO BRANDS	MISCELLANEOUS	TREASURER	78.76
130734	ROCKY FORD AUTO PARTS	PARTS/SERVICE	R&B	21.44
130735	ROCKY FORD DAILY GAZETTE	ADVERTISING/LEGAL NOTICES	ADMIN	415.65
130736	ROCKY FORD RURAL FIRE PROTECTION DISTRICT	PILT PAYMENTS - DOW	INTERGOVERNMENTAL	110.97
130737	RUSLER IMPLEMENT CO	PARTS/SERVICE	R&B	4,175.63
130738	SHRED AMERICA COLORADO	DOCUMENT SHREDDING	TREASURER/ADMIN	27.64
130739	SNO-WHITE LINEN & UNIFORM RENTAL	PARTS/SERVICE	R&B	203.55
130740	SOUTHERN TIRE MART LLC	TIRES	R&B	4,730.28
130741	STAY SOBER, LLC	JAIL BASED SERVICES (JBBS)	STATE GRANTS	9,500.00
130742	STEIR FUEL & OIL	PARTS/SERVICE	R&B	2,145.36
130743	SUTHERLAND LUMBER CO.	PARTS/SERVICE	R&B	427.32
130744	SUTHERLAND LUMBER CO.	BUILDING MAINT/REPAIRS	SHERIFF/JAILG&B	1,301.99
130745	SWINK SCHOOL DISTRICT #33	PILT PAYMENTS - DOW/STPEP GRANT	HEALTH/INTERGOVERN.	2,721.78
130746	TASCOSA OFFICE MACHINES, INC	MISCELLANEOUS	TREASURER/ADULT SERVICES	437.92
130747	TERESA GOMEZ	OPERATING SUPPLIES	SEP	27.80
130748	THOMSON REUTERS - WEST	SOFTWARE/HARDWARE RENTAL	SHERIFF	414.88

Check #	Vendor	Description	Department	Amount
130749	TOWN OF FOWLER	UTILITIES	R&B	105.48
130750	TOWN OF SWINK	UTILITIES	R&B	133.39
130751	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	513.00
130752	TRIAD COMPUTER SERVICES, INC	IT CONTRACT SERVICES	GIS/SHERIFF	25,114.00
130753	TRIPLE T AUTO PARTS	PARTS/SERVICE	R&B	3,974.24
130754	UNITED COMPANIES	ROAD OIL	R&B	2,523.46
130755	VALERIE COVINGTON	OPERATING SUPPLIES	SEP	45.49
130756	VALLEY AUTO PARTS, INC	PARTS/SERVICE	R&B	253.91
130757	VALLEY PLUMBING & HEATING, INC	BUILDING MAINT/REPAIRS	G&B	1,426.94
130758	VIAERO WIRELESS	TELEPHONE	EXTENSION	144.29
130759	VISA	DUES & MEETINGS/TRAVEL/OPERATING	VARIOUS	10,051.50
130760	NOT A CHECK			-
130761	WAGNER EQUIPMENT CO	PARTS/SERVICE	R&B	2,831.25
130762	WALMART / CAPITAL ONE	BUILDING MAINT/REPAIRS	SHERIFF/G&B	611.50
130763	WALMART / CAPITAL ONE	ROAD OIL	R&B	39.48
130764	WALMART / CAPITAL ONE	OPERATING SUPPLIES	HEALTH	496.39
130765	X-TREME H2O	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF/TRANSPORT	156.76
4595	16TH JUDICIAL DISTRICT	16TH JUDICIAL DISTRICT	INTERGOVERNMENTAL	54,975.17
4596	21ST CENTURY EQUIPMENT LLC	PARTS/SERVICE	R&B	2,000.14
4597	AMAZON CAPITAL SERVICES, INC	OPERATING SUPPLIES	VARIOUS	1,503.36
4598	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	500.00
4599	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	1,000.00
4600	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	1,400.00
4601	CENTURYLINK	TELEPHONE	E911/AAA	7,518.61
4602	CHARM-TEX, INC	OPERATING SUPPLIES	JAIL	790.28
4603	CLEAN VALLEY RECYCLING	UTILITIES	G&B	160.00
4604	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	1,000.00
4605	DANIEL DAVIS	TRAVEL	ADULT SERVICES	494.70
4606	DEE ANN LYONS	MEDICAL SERVICES	JAIL	2,939.20
4607	DIGITCOM ELECTRONICS, INC	MAINTENANCE CONTRACTS/RADIO REPAIR	E911/SHERIFF	5,885.74
4608	ELSIE MAE KLEIN	TRAVEL	ADULT SERVICES	686.06
4609	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	550.00
4610	FLOYD R WARD JR	TRAVEL	ADULT SERVICES	674.25
4611	GALLS, LLC	OPERATING SUPPLIES	SHERIFF/JAIL	892.90
4612	GOVERNMENT SOFTWARE ASSURANCE CORP	SOFTWARE/HARDWARE RENTAL	ASSESSOR	5,322.00
4613	GRAINGER, INC	PARTS/SERVICE	JAIL/G&B/R&B	92.96
4614	GT INDEPENDENCE	FMS CLIENT SERVICES/FEE EXPENSE	VDC	39,476.20
4615	HD SUPPLY	BUILDING MAINT/REPAIRS	JAIL/G&B	644.79
4616	INTERSTATE BILLING SERVICE	PARTS/SERVICE	R&B	409.02
4617	JENNIFER RIFE	TRAVEL	ADMIN	200.82
4618	JOHNETTE SUE FULLER	TRAVEL	ADULT SERVICES	140.00
4619	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	500.00
4620	LA JUNTA RURAL FIRE PROTECTION DISTRICT	PILT PAYMENTS - DOW	INTERGOVERNMENTAL	390.10
4621	LAMAR AREA HOSPICE	CAREGIVER SUPPORT	AAA	1,351.50
4622	LONG BUILDING TECHNOLOGIES, INC.	MAINTENANCE CONTRACTS	JAIL/G&B	5,671.50
4623	MCCANDLESS INTERNATIONAL	PARTS/SERVICE	R&B	1,656.20
4624	MEDICAL SYSTEMS OF DENVER, INC	LABORATORY SERVICES	HEALTH	364.78
4625	MEDINA'S TIRE SERVICE, LLC	PARTS/SERVICE	R&B	950.00
4626	MEI TOTAL ELEVATOR SOLUTIONS	MAINTENANCE CONTRACTS	G&B	137.89
4627	NORTHERN TOOL & EQUIPMENT CO, INC	PARTS/SERVICE	R&B	2,378.00
4628	OTERO PARTNERS, INC	DA BUILDING EXPENSES	INTERGOVERNMENTAL	822.96
4629	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	500.00
4630	PEACOCK-LARSEN FUNERAL HOME, INC	AUTOPSY	CORONER	375.00
4631	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	500.00
4632	PSA WORLDWIDE CORP	STEPP GRANT	HEALTH	3,444.28
4633	QUILL CORPORATION	OFFICE SUPPLIES	ELECTIONS/TREASURER/R&B	1,295.23
4634	RESERVE ACCOUNT	POSTAGE, BOX RENT, ETC	TREASURER	1,000.00
4635	ROBERT L KLINKERMAN	TRAVEL	ADULT SERVICES	190.62
4636	ROCKY FORD FOOD MARKET LLC	FOOD/SUPPLIES	JAIL	4,288.20
4637	ROCKY FORD SCHOOL DISTRICT R2	PILT PAYMENTS - DOW	INTERGOVERNMENTAL	1,283.50

Check #	Vendor	Description	Department	Amount
4638	RONDA BUCHOLZ	SECOR	HEALTH	9,310.97
4639	SANDRA LEE ESTEP	TRAVEL	ADULT SERVICES	471.00
4640	SE COLORADO WATER CONSERVANCY DIST	PILT PAYMENTS - DOW	INTERGOVERNMENTAL	73.29
4641	SHELLY R BAUER	TRAVEL	ADULT SERVICES	13.00
4642	SHULTZ LAW OFFICE LLC	CONTRACT SERVICES	ADMIN/HEALTH, SBD	1,579.50
4643	SOURCE MANAGEMENT INC	OFFICE SUPPLIES	ASSESSOR	760.88
4644	SOUTHEAST COLORADO POWER ASSN	UTILITIES	R&B	356.98
4645	SUPERIOR SEPTIC & EXCAVATION	PARTS/SERVICE	ADMIN/R&B	325.00
4646	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	500.00
4647	VALLEY TRASH LLC	BUILDING MAINT/REPAIRS	ADMIN/R&B	105.00
4648	VIRGIL K LENZ, JR	TRAVEL	ADULT SERVICES	1,121.08
4649	VOIANCE LANGUAGE SERVICES, LLC	PURCHASED SERVICES-COMM	E911	28.29
4650	WEAR PARTS & EQUIPMENT CO, INC.	PARTS/SERVICE	R&B	846.50
4651	WEX BANK	FUEL	VARIOUS	<u>5,501.64</u>
				330,155.71

Fund Summary

010 - GENERAL FUND	151,568.89
011 - SMALL BUSINESS DEVELP RLF	151.95
020 - ROAD & BRIDGE FUND	35,295.15
040 - AAA FUND	54,824.43
045 - INSURANCE FUND	125.00
050 - DETENTION CENTER FUND	28.78
070 - GENERAL HUMAN SERVICES	55,286.79
080 - HEALTH FUND	19,438.20
085 - CONSERVATION TRUST FUND	240.00
090 - CLERK HIRE FUND	323.06
095 - E-911	<u>12,873.46</u>
	330,155.71



Otero County, CO

# Balance Sheet

## Account Summary

As Of 07/31/2025

Account	Name	Balance
<b>Fund: 070 - GENERAL HUMAN SERVICES</b>		
<b>Assets</b>		
<a href="#">070.100.10000</a>	CASH (POOL)	-26,334.34
<a href="#">070.100.10100</a>	CASH (IN BANK)	0.00
<a href="#">070.100.10310</a>	CASH IN BANK W/TREASURER	1,048,814.74
<a href="#">070.100.10320</a>	CASH WITH TRUSTEE	0.00
<a href="#">070.100.10500</a>	PROPERTY TAXES RECEIVABLE	0.00
<a href="#">070.100.11510</a>	ACCOUNTS RECEIVABLE	1,828.00
<a href="#">070.100.11730</a>	RECEIVABLE - OTHER	0.00
<a href="#">070.100.11740</a>	RECEIVABLE FROM SOC SERVICES	0.00
<a href="#">070.100.13100</a>	DUE FROM OTHER FUNDS	0.00
<a href="#">070.100.13500</a>	INTEREST RECEIVABLE	0.00
<a href="#">070.100.16420</a>	FIXED ASSETS	0.00
<b>Total Assets:</b>		<b>1,024,308.40</b>
		<b>1,024,308.40</b>
<b>Liability</b>		
<a href="#">070.200.20100</a>	ACCOUNTS PAYABLE	0.00
<a href="#">070.200.20101</a>	AP PENDING (DUE TO POOL)	-3,130.01
<a href="#">070.200.20500</a>	NOTES PAYABLE	0.00
<a href="#">070.200.20711</a>	DUE TO OTHER FUNDS	0.00
<a href="#">070.200.20740</a>	DUE TO BENEFICIARIES	0.00
<a href="#">070.200.21700</a>	PAYROLL TAX/DED PAYABLE	0.00
<a href="#">070.200.21800</a>	ACCRUED COMPENSATION	0.00
<a href="#">070.200.22280</a>	DEFERRED REVENUE	265,557.43
<b>Total Liability:</b>		<b>262,427.42</b>
<b>Equity</b>		
<a href="#">070.272.25120</a>	ESTIMATED REVENUE	0.00
<a href="#">070.272.25125</a>	REVENUE CONTROL ACCOUNT	0.00
<a href="#">070.272.25130</a>	APPROPRIATIONS	0.00
<a href="#">070.272.25135</a>	EXPENDITURE CONTROL ACCOUNT	0.00
<a href="#">070.272.25145</a>	ENCUMBRANCE RESERVE/CURR YEAR	0.00
<a href="#">070.272.25150</a>	ENCUMBRANCE RESERVE/PRIOR YEAR	0.00
<a href="#">070.272.25155</a>	ENCUMBRANCE CONTROL ACCT	0.00
<a href="#">070.280.28000</a>	FUND BALANCE	476,009.58
<b>Total Beginning Equity:</b>		<b>476,009.58</b>
Total Revenue		1,209,261.40
Total Expense		923,390.00
<b>Revenues Over/Under Expenses</b>		<b>285,871.40</b>
<b>Total Equity and Current Surplus (Deficit):</b>		<b>761,880.98</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b>1,024,308.40</b>

**EMPLOYEE DATA INFORMATION**  
**FOR THE MONTH OF JULY 2025**

	11100			14400	14500	14320	14350	
	Gross	Adjustments	FICA/M'Care	Retire	HLTH	Life	Total	
<b>CMA</b> 070.445.44570	\$ 83672.89	\$0.00	\$5938.05	\$5020.38	\$18187.06	\$76.39	\$112894.77	
<b>HCA</b> 070.445.44571	\$114.96	\$0.00	\$7.63	\$6.89	\$22.31	\$0.00	\$151.79	

SECED Housing Investment Property - For Sale

as of 7/31/25

Earnest Money																			
			Paid in 2022		Paid in 2023			Date SECED		2023		2024		2025		Total of Holding & Other Costs		Net Bal by County	
County	Address	Town	Total County Investment	(less prorated tax)	Closing Fees	(includes closing fees)	Purchased	Asset Sold	Sale Amt	Sale Amt	Sale Amt	Sale Amt	Sale Amt	Sale Amt	Sale Amt	Sale Amt			
Baca	310 W Ash	Walsh	\$ 182,150.00	\$ 18,215.00	\$ 175.00	\$ 164,110.00	8/2/2023	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,701.88	\$ (12,701.88)	
Baca Total																			
Bent	535 Moore Ave	Las Animas	\$ 199,000.00	\$ 19,900.00	\$ 242.29	\$ 179,342.29	4/19/2023	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,290.80	\$ (8,290.80)	
Bent	559 Moore Ave	Las Animas	\$ 199,000.00	\$ 19,900.00	\$ 242.29	\$ 179,342.29	4/19/2023	6/30/2024	\$ -	\$ 202,347.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,672.70	\$ 198,674.30	
Bent Total																	\$ 190,383.50	\$ 190,383.50	
Ordway Duplexes -																			
Crowley	Closing Donation	Ordway	\$ 200,000.00						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,880.00	\$ 77,120.00	
Crowley Total																	\$ 77,120.00	\$ 77,120.00	
Kiowa County -																			
Kiowa	Donation	All Kiowa	\$ 233,475.00	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,475.00	\$ 233,475.00
Kiowa Total																	\$ 233,475.00	\$ 233,475.00	
Otero	402 Hayes	La Junta	\$ 231,500.00	\$ 23,150.00	\$ 186.15	\$ 208,536.15	8/5/2023	1/28/2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,926.36	\$ 226,666.29	
Otero Total																	\$ 8,926.36	\$ 226,666.29	
Prowers	711 Broderick	Granada	\$ 231,500.00	\$ 23,150.00	\$ 110.00	\$ 208,460.00	8/8/2023	4/12/2024	\$ -	\$ 234,167.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,272.33	\$ 229,894.67	
Prowers	1902 S 8th	Lamar	\$ 231,500.00	\$ 23,150.00	\$ 367.57	\$ 208,717.57	8/9/2023	6/6/2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,482.48	\$ 227,714.52	
Prowers	207 Pheasant Run	Wiley	\$ 231,500.00	\$ 23,150.00	\$ 121.06	\$ 208,471.06	8/10/2023	6/18/2024	\$ -	\$ 238,462.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,610.20	\$ 234,851.80	
Prowers Total																	\$ 692,460.99	\$ 692,460.99	
SECED	1318 Lewis	La Junta	\$ 151,389.25	\$ -			10/17/2024	4/10/2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,186.42	\$ 81,615.03	
SECED Total																	\$ 81,615.03	\$ 81,615.03	
Grand Total			\$ 2,091,014.25	\$ 150,615.00	\$ 1,444.36	\$ 1,356,979.36			\$ -	\$ 674,976.00	\$ 704,980.35	\$ 173,023.17	\$ 1,489,018.93						



**Memorandum of Understanding Between Southeastern Colorado Water  
Conservancy District, Otero County, the Colorado Water Conservation Board, and  
Colorado Water Resources and Power Development Authority**

This Memorandum of Understanding (“MOU” or “Memorandum”) is entered into this 19th day of September, 2025, by and between the Southeastern Colorado Water Conservancy District (“SECWCD”), a statutory water conservancy district pursuant to C.R.S. 37-45-101, et seq., acting by and through the Southeastern Colorado Water Activity Enterprise (“SECWAE”), the County of Otero (“County”), the Colorado Water Conservation Board (“CWCB”), and the Colorado Water Resources and Power Development Authority (“Authority”), a body corporate and political subdivision of the State of Colorado. The parties to this Memorandum may be referred to individually herein as a “Party” or collectively as “Parties”.

**PURPOSE**

The purpose of this MOU is to establish a framework for the joint efforts of the Parties to utilize state and federal loan and grant funds to finance, design, construct, maintain, and operate portions of the Arkansas Valley Conduit, as further described below.

**RECITALS**

1. The United States, pursuant to the federal Safe Drinking Water Act of 1996, assists state and local participation in the financing of the costs of drinking water system projects and the Safe Drinking Water Act requires each state to establish a drinking water revolving fund to be administered by an instrumentality of the State.

2. The Authority was created to initiate, acquire, construct, maintain, repair, and operate or cause to be operated certain water resource projects, and to finance the cost thereof;

3. Section 37-95-107.8, Colorado Revised Statutes, created a Drinking Water Revolving Fund (“DWRF”) to be administered by the Authority;

4. In 2021, the federal government created the U.S. Environmental Protection Agency’s Drinking Water Revolving Fund Infrastructure Investment and Jobs Act Funding Program (the “IIJA Program”), funds from which (“IIJA Funds”) are intended to be a supplemental appropriation for the DWRF, to be allocated in addition to the annual base DWRF capitalization grants;

5. The Authority has determined to loan certain sums from the IIJA Funds and, when available, the base DWRF, to eligible governmental agencies in Colorado to finance all or a portion of the costs of certain water resource projects, which loans are subject to the requirements of applicable federal law, regulations, and guidelines then in effect;

6. The Authority has authorized certain IJA Funds and base DWRF Funds to be applied to qualified governmental agencies as Principal Forgiveness;<sup>1</sup>

7. Clean and reliable supplies of water for municipal and domestic use are essential to the economy, health, safety and welfare of the citizens of the State of Colorado, including Otero County and adjacent Counties within the Arkansas River Basin and SECWCD boundaries;

8. The Arkansas Valley Conduit ("AVC") refers to the Arkansas Valley Conduit as authorized by Public Law 87-590 as amended by Public Law 111-11. The AVC will be an approximately 100-mile pipeline with spurs that will serve approximately 50,000 people in 39 separate water systems (the "Served Entities") east of Pueblo and will include the treatment and delivery of water from Pueblo Reservoir. Served Entities will include cities, towns, and private non-profit water companies. The AVC is designed to improve water supplies and quality to users of municipal water supplies located within the Served Entities.

9. The AVC is an authorized feature of the Fryingpan Arkansas Project. The AVC when fully constructed will consist of a main trunk line, spurs and delivery lines that provide treated water to the Served Entities.

10. The AVC is being constructed in two areas of responsibility: the United States Bureau of Reclamation holds the responsibility for designing and constructing the main trunk line consisting of approximately 100 miles of pipe from Pueblo, Colorado, to approximately Lamar, Colorado; and the SECWCD holds the responsibility for designing and constructing the spurs extending from the main trunk line and water delivery lines extending from the spurs to the Served Entities. The SECWCD will be the owner of each spur and delivery line constructed. Construction has begun on the main trunk of the AVC.

11. The SECWCD is the agency responsible for the repayment and oversight of the Municipal and Industrial and Irrigation portions of the Fryingpan Arkansas Project, a transmountain diversion project that supplies southeastern Colorado with improved supplemental water supply for irrigation, municipal and industrial uses, hydroelectric power generation, and recreational opportunities, as authorized by Public Law 87-590 (76 Stat. 389), as amended.

12. The SECWCD is charged with coordinating the efforts for the development of the AVC and allocating water to beneficiaries.

13. The total cost of the AVC pipeline was originally estimated to be approximately \$600 million; the estimated cost is now approximately \$1.3 billion.

14. The CWCB is a state agency created pursuant to C.R.S. §37-60-102 et seq. for the purpose of aiding in the protection and development of waters of the state for the benefit of its present and future inhabitants.

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<sup>1</sup> "Principal Forgiveness" is defined as the forgiveness and relief from the obligation to repay all or a portion of the principal amount of a loan, with such forgiveness occurring at execution of the loan documents or some later time, depending upon the availability of funds and the terms of the relevant loan agreement.

15. The Colorado legislature through the CWCB has approved \$30 million in state grant funds (HB20-1403 and SB23-177) to the SECWCD or the County of Otero and \$90 million in loan funds (HB20-1403) to the SECWAE, to aid in the construction of the AVC spur and delivery lines (the “CWCB AVC Grant Funds” and the “CWCB AVC Loan Funds”).

16. All of the AVC Served Entities are located within the boundaries of the SECWCD and some of those entities are located within Otero County.

17. The SECWAE is responsible for managing and administering the AVC construction and the CWCB AVC Loan Funds, and for managing the CWCB AVC Grant Funds. The SECWAE is responsible for operating and maintaining the spur and delivery lines once constructed.

18. Otero County has developed experience as a fiscal agent while administering funds provided under the March 11, 2020, American Rescue Plan Act (“ARPA”), and is able to act in that capacity as fiscal agent to administer the CWCB AVC Grant Funds.

19. Otero County and SECWCD are parties to a March 30, 2022, Intergovernmental Agreement designating Otero County as the fiscal agent for the CWCB AVC Grant Funds, designating Otero County as the entity to receive the CWCB AVC Grant Funds, and setting forth the SECWCD and Otero County’s responsibilities related to use of the CWCB AVC Grant Funds.

20. The Parties desire that Otero County continue to serve as the fiscal agent related to the CWCB AVC Grant Funds and to provide certain additional administrative services set forth in this Memorandum, and to receive and administer CWCB grant funding for use in construction of AVC spur lines, with SECWCD to contribute support staff to the County at no cost to the County;

21. The Parties recognize that repayment of the CWCB AVC Loan Funds by the Served Entities could result in an undue hardship on those communities, and that application of the state CWCB AVC Grant Funds in combination with the federal IIJA Program and base DWRP Funds, including applicable Principal Forgiveness and reduced interest rates, can be beneficial to the Served Entities by off-setting and potentially eliminating those repayment costs.

22. The Parties have statutory authority to enter into this Memorandum and perform the duties set forth herein; and

23. The Parties enter into this Memorandum on the belief that it is in the best interests of their respective constituents and customers.

NOW THEREFORE, in consideration of the terms and conditions of this Memorandum, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **I. Purpose.**

This Memorandum is entered into pursuant to Article XIV §18 of the Colorado Constitution and C.R.S. §29-1-203, to establish a framework for Otero County to serve as fiscal agent for and administer the CWCB AVC Grant Funds, for SECWAE to manage and administer loan funds from the CWCB and the Authority, for the Authority to use BIL Funds and base DWRP

Funds through loan Memorandums with the SECWCD to aid in the construction of the AVC spur and delivery lines, for the CWCB and Otero County to aid in escrowing CWCB AVC Grant Funds as the source of repayment of Authority loans, and for the parties to implement a long-term plan for the application of such funds towards the design and construction of the AVC.

## **II. Responsibilities.**

In furtherance of the desire to plan, finance, and construct the spur and delivery lines using state and federal funds, the Authority, SECWAE, Otero County, and the CWCB shall cooperate and each have the following responsibilities:

### **A. SECWAE Responsibilities:**

1. SECWAE represents and warrants that it is an “Enterprise” as defined in Article X, Section 20(2)(d) of the Colorado Constitution (“TABOR”) and that it is authorized to enter into the multiple-fiscal year financial obligations provided in this Memorandum, notwithstanding Article X, Section 20(4)(b) of the Colorado Constitution. SECWAE intends to maintain its status as an “Enterprise” throughout the course of this Memorandum.
2. SECWAE will negotiate all contracts with third parties for the design, construction, and maintenance of the spur lines and the delivery lines. SECWAE may enter such contracts from each spur line and related delivery lines separately or jointly, at its sole discretion. SECWAE will ensure all contracts meet applicable SRF and CWCB requirements and will provide final drafts of such contracts to all Parties for prompt review and comment prior to execution.
3. SECWAE will apply for, manage, and administer loans from the Authority using BIL Funds or base DWRF Funds for costs related to the AVC spur and delivery lines. It is anticipated that the loans from the Authority will consist of Principal Forgiveness Funds and repayable loan funds.
4. Upon execution of an Authority loan agreement, the SECWAE will direct Otero County to request the CWCB to deposit CWCB AVC Grant Funds for eligible expenses incurred by the SECWAE in an amount sufficient to repay the Authority repayable portion of the loan funds plus any administrative costs eligible for repayment under the agreement awarding the CWCB AVC Grant Funds in the escrow account administered by Otero County (the “Escrow Account”; established under Part II.E., below). Such funds shall be identified and encumbered as the sole source of repayment for the Authority repayable loan funds. It is anticipated that there will be a separate loan agreement or loan agreements for each spur line, with individual payment schedules and completion dates as mutually agreeable between the SECWAE and the Authority.
5. SECWAE will submit requisition requests to the Authority pursuant to each Authority loan agreement to reimburse the costs of the design, engineering,

construction, replacement, and environmental compliance for the spur and delivery lines of the AVC using IIJA Funds or base DWRP Funds.

6. Pursuant to a March 30, 2022, agreement between the SECWAE and Otero County, SECWAE has delegated to Otero County its authority to receive the CWCB AVC Grant Funds. SECWAE now designates Otero County as its agent to receive, deposit in the Escrow Account, use, and administer said funds to repay the repayable loan funds loaned to SECWAE from the Authority, and any administrative costs eligible for repayment under the agreement awarding the CWCB AVC Grant Funds, for each construction project on the spur and delivery lines pursuant to a mutually-agreeable schedule set forth in each loan agreement.
7. SECWAE, or any of its duly authorized representatives, shall have the right to inspect, examine, and audit Otero County's records, books, accounts, and other relevant documents relating to the AVC and this Agreement at any time.
8. SECWAE shall retain oversight authority over Otero County's administration of the CWCB AVC Grant Funds to ensure compliance with this Agreement and that all funds are used in furtherance of the AVC project's mission. SECWAE may inspect Otero County's CWCB grant records upon request, which request shall not be unreasonably denied.
9. SECWAE will exercise its best efforts to negotiate and secure agreements with individual Served Entities for use of the spur and delivery lines and will provide no less than quarterly updates to the Authority.

**B. Otero County Responsibilities.**

1. Otero County warrants and represents that (i) it is a "District" as defined in Colo. Const. Art. X, § 20 ("TABOR"); (ii) it has received a broad form of voter approval to keep and spend revenue in excess of TABOR's limitations [Otero County Referendum 1A, 1995 Coordinated Election]; and (iii) it is authorized to enter into this agreement notwithstanding Section 4(b) of TABOR. Otero County further warrants and represents that the acceptance of grant funding from the CWCB, and its service as a fiscal agent for those funds, will not cause any violation of, or any required election under TABOR.
2. Pursuant to a March 30, 2022, agreement between Otero County and SECWAE, Otero County will obtain and administer the CWCB AVC Grant Funds to be applied to costs related to the AVC.
3. Otero County will enter into a Grant Funds Contract with CWCB, setting forth the duties and obligations related to the delivery, administration, and use of the CWCB AVC Grant Funds. The Grant Funds Contract will acknowledge this Memorandum, and may include it as an appendix. See also Part II.D.2., below.

4. Otero County shall keep all records and accounting reasonably necessary to facilitate the transfer of CWCB AVC Grant Funds and payments to the Authority for the repayable loan funds subject to the Authority's loan agreements with the SECWAE, and shall prepare an annual report documenting all costs and expenditures as well as summarizing progress to date and anticipated future work.
5. Otero County shall receive, deposit, and administer all CWCB AVC Grant Funds for design, engineering and construction of the AVC spur and delivery lines. The funds shall be maintained and administered by Otero County in the Escrow Account for the exclusive benefit of the AVC spur and delivery line project.
6. Upon receipt from CWCB, Otero County will deposit CWCB AVC Grant Funds in Escrow Account until authorized by SECWAE to release such funds to the Authority to pay the outstanding balance of repayable loan funds under a loan agreement.
7. Otero County shall allow the CWCB, and any of its duly authorized representatives, to inspect, examine, and audit Otero County's records, books, accounts, and other relevant documents relating to the AVC and this Memorandum at any time.
8. Otero County shall comply with all requirements imposed by the Authority, CWCB and the SECWAE, and by any other state agency granting funds for the AVC spur and delivery line project, for the accounting and administration of such funds.
9. Otero County will not assume any debt obligation for SECWCD or SECWAE or any other parties while operating as fiscal agent administering CWCB AVC Grant Funds for the AVC spur and delivery line project.
10. Otero County will cooperate with the SECWAE, the Authority, the State Auditor, or any other state agency if any audit is performed pursuant to state or federal law.

### **C. Authority Responsibilities**

1. The Authority will work in good faith to negotiate, draft, and execute one or more loan agreements with SECWAE for the purpose of lending BIL Funds and Base DWRF funds (if available) to be used for designing, constructing, administering, and maintaining each AVC spur and associated delivery lines. It is anticipated that each loan agreement will include a portion of Principal Forgiveness funds and a portion of repayable loan funds with an applicable administrative cost, which may take the form of charged interest or a flat administrative fee, charged by the Authority to recover its costs of

administering the loan agreement. The loan agreements will contain such terms as are necessary to ensure compliance with the IJA Program and DWRP requirements, including the application of Principal Forgiveness and reduced interest rates or reduced administrative fees, where applicable. The loan agreement will require bond counsel and general counsel opinions substantially similar to those generally required for DWRP loan agreements issued by the Authority.

2. The Authority will coordinate with the Parties and its partners, the Water Quality Control Division, within the Colorado Department of Public Health and Environment (WQCD), and the Division of Local Government, within the Department of Local Affairs (DOLA), to ensure compliance with federal and state requirements for the IJA Program, the DWRP program, and state statute, including but not limited to C.R.S. §37-95-107.8, and to develop a streamlined application and funding mechanism for the SECWAE for the construction of spur and delivery lines.
3. It is the intent of the Parties that each loan agreement encumbers sufficient CWCB AVC Grant Funds to repay the repayable loan funds from the Authority provided under each Authority loan agreement with the SECWAE for each spur line and related delivery lines, together with such estimated interest that will accrue under the loan agreement. It is anticipated that the CWCB AVC Grant Funds will be the sole source of loan repayment for the Authority repayable loan funds.
4. The Authority will work with Otero County, the SECWAE, and the CWCB to establish the Escrow Account under which funds from the CWCB AVC Grant are set aside and secured for administration by Otero County. The Escrow Account will result in an irrevocable commitment of such CWCB AVC Grant Funds as are necessary to repay the Authority repayable loan funds and any administrative costs eligible for repayment under the agreement awarding the CWCB AVC Grant Funds for each Authority loan agreement.
5. The Authority and its partners DOLA and WQCD will review proposed project costs for each spur line and delivery line, and the applicability of federal provisions for the use of IJA Funds and base DWRP Funds, including but not limited to Davis Bacon & Related Acts, codified at 40 U.S.C. §§ 3140 through 3148, Section 436 of P.L. 113-76, Consolidated Appropriations Act, 2014, (the "Appropriations Act") and related State Revolving Fund Policy Guidelines, which require that all of the iron and steel products (as defined in the Appropriations Act and Guidelines) are made in the U.S., and the Build America Buy America Act, enacted as part of the Bipartisan Infrastructure Law, including guidance for implementing the BABA Act provided by the Office of Management and Budget, where applicable.
6. The Authority and its partners DOLA and WQCD will perform periodic reviews and construction inspections as necessary to ensure compliance with applicable

federal and state requirements and will exercise best efforts to coordinate such reviews and inspections with the CWCB, as necessary to satisfy CWCB grant requirements, as applicable.

7. The Authority will review requisition requests from SECWAE and, pursuant to the terms of the applicable loan agreement, disburse IJIA Program and/or DWRF Principal Forgiveness funds and repayable loan funds, as applicable, to the SECWAE for payment to contractors constructing the applicable spur line and associated delivery lines.
8. The Authority, in coordination with SECWAE, will submit requisitions to Otero County and the CWCB pursuant to the repayment terms of the loan agreement between the Authority and the SECWAE for each spur line or associated delivery line.
9. The Authority may elect, at its sole discretion, and only after approval by its Board of Directors and notice to the Parties, the following: to establish a set, flat administrative fee for each loan agreement to be paid at loan closing in lieu of applying an interest rate to the repayable loan funds; and, to the extent interest is applied to any Authority repayable loan funds, to waive any or all interest charges against the repayable loan funds.

**D. CWCB Responsibilities** – CWCB’s responsibilities described in this Agreement are contingent on the anticipated award of the CWCB Loan and CWCB Grant funds through CWCB’s normal contracting and internal approval process.

1. CWCB will review each contract and supporting documentation for construction of each spur line and delivery line for which CWCB AVC Grant Funds or Loan Funds will be used prior to final execution to ensure compliance with CWCB AVC Grant Funds or Loan Funds allowable uses.
2. CWCB’s Grant Funds Contract with Otero County will set forth the duties and obligations related to the delivery, administration, and use of the CWCB AVC Grant Funds. The Grant Funds Contract will acknowledge this Memorandum, and may include it as an appendix.
3. CWCB recognizes that Otero County will use AVC Grant Funds to pay the “repayable loan funds” portion (est. 50%) of all eligible costs of the AVC Spur and Delivery Lines as the project progresses. The balance of available AVC Grant Funds for use as repayable loan funds shall be maintained and reported to the Parties upon each project construction draw.
4. CWCB will coordinate with the Parties to develop the Escrow Account under which the portions of the CWCB AVC Grant Funds necessary to repay the Authority repayable loan funds and other eligible costs, if any, under the agreement awarding the CWCB AVC Grant Funds for each loan agreement will be irrevocably pledged and reserved, to be administered by Otero County and released, pursuant to the terms of the Escrow Account, for repayment of the



Authority's repayable loan funds pursuant to the terms of each Authority loan agreement. The balance of available AVC Grant Funds in the Escrow for use as repayable loan funds shall be maintained and reported to the Parties upon each project funding request.

5. CWCB will conduct any necessary reviews and inspections of each spur line and delivery line as required by the CWCB grant award or loan agreement. CWCB will exercise best efforts to coordinate its reviews and inspections with the Authority and its partners.
6. CWCB staff will periodically update their Board regarding use of the CWCB AVC Grant Funds or Loan Funds for each spur line and associated delivery lines.
7. CWCB, or any of its duly authorized representatives, shall have the right to inspect, examine, and audit Otero County's records, books, accounts, and other relevant documents relating to the AVC and this Memorandum at any time.
8. For each applicable loan agreement for spur lines and associated delivery lines, and upon submission by the Authority of a requisition approved by the CWCB, CWCB will coordinate with SECWAE and Otero County to release CWCB AVC Grant Funds from the Escrow Account for the purpose of funding the payment necessary to pay the outstanding balance of repayable loan funds, and any administrative costs eligible for repayment under the agreement awarding the CWCB AVC Grant Funds on each Authority loan.
9. The CWCB has no financial responsibilities under this Memorandum beyond issuance of the CWCB AVC Loan Funds and the CWCB AVC Grant Funds.

#### **E. Joint Responsibilities**

1. The Parties will coordinate and exercise best efforts to explore, pursue, and if applicable, secure additional funding sources, including additional federal funding when available, to design, construct, maintain, and administer the spur lines and delivery lines in order to minimize or eliminate the costs to the entities receiving water deliveries through the AVC Project.
2. **Escrow Account.** The Parties, coordinated by Otero County, will engage a third-party financial institution acceptable to all Parties to hold all funds escrowed under this Memorandum in one or more escrow accounts (the "Escrow Account"). The CWCB, Otero County, and the Authority will enter into an escrow agreement with U.S. Bank, or such other escrow agent designated by the Authority, governing the Escrow Account consistent with the duties and obligations of this Memorandum. The Authority will pay the applicable escrow costs and fees charged by the escrow agent. The Escrow

Account will identify Otero County as the administrator and will allow Otero County to direct the release of funds from the Escrow Account to the Authority to repay the Authority repayable loan funds plus any administrative costs eligible for reimbursement under the agreement awarding the CWCB AVC Grant Funds, upon receipt of a requisition approved by the CWCB and submitted by the Authority. The Escrow Account may be interest bearing, and Otero County will be entitled to receive periodically any interest accrued to the Escrow Account not otherwise necessary to pay the Authority's administrative fee or interest charged on each loan agreement as consideration for its actions as fiscal agent and administrator under this Memorandum. The Escrow Account shall not expire until all CWCB AVC Grant Funds, or any supplemental funds subsequently provided, have been properly distributed to repay any outstanding Authority repayable loan amounts, unless otherwise terminated in writing by mutual agreement of all Parties.

### **III. Project Plan and Implementation.**

- A. Further Agreements and Contracts Necessary:** the Parties agree to initiate discussions with the other Parties and with AVC Served Entities in order to negotiate and execute Agreements and other Contracts, as may be necessary, for implementation of the AVC Project. In particular, the Parties anticipate that such Agreements likely will include (1) escrow agreements providing for the reservation and security of specific CWCB AVC Grant Funds for the purpose of securing each Authority loan to SECWAE, and for the release of such funds upon the substantial completion, or other mutually-agreed upon schedule, of each spur and related delivery lines; (2) an agreement providing for any necessary repayment of the Authority loans, and federal financial support for the AVC; and (3) service and maintenance agreements between Served Entities and the SECWAE.
- B. Fee for Performance of Fiscal Agent Duties.** In consideration of Otero County's performance of the services described in this Agreement, in addition to any interest accrued to the Escrow Account, and to cover Otero County's administrative, overhead, and other expenses in connection with the Project, Otero County may receive from SECWCD, at its discretion, an amount sufficient to cover any administrative or fiscal costs incurred by Otero County, which amount will not exceed the value of one percent (1%) of the CWCB AVC Grant Funds. Such amount shall not exceed, when combined with the interest accrued to the Escrow Account and distributed to Otero County, the reasonable and necessary costs and expenses Otero County incurs in performing the services of fiscal agent as provided in this Memorandum.

### **IV. Dispute Resolution.**

If a dispute arises between the Parties relating to this MOU, then the following procedure shall be followed:

- A. The Executive Director of SECWAE, a representative from Otero County, the Executive Director of the Authority, and the Executive Director of the CWCB, or their designees, shall hold a meeting promptly, but in no event later than 20 calendar days from the written referral of the dispute by any Party, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party hereto of any remedies to which such Party would otherwise be entitled under this MOU unless otherwise agreed to by the Parties in writing.
- B. If, within 20 calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
- C. The Parties agree to participate in good faith in the mediation and related negotiations for at least a period of 30 calendar days. The substantive law of the State of Colorado shall apply to the proceedings, but the rules of procedure and evidence need not be adhered to. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other legal remedy. The Parties agree to reasonably expedite any legal proceedings brought hereunder in order to obtain a prompt resolution.

**V. Assignment and Delegation.**

No Party may assign or delegate its rights and obligations under this MOU.

**VI. Term.**

This MOU shall be perpetual and remain in full force and effect until: (a) the Parties mutually determine and agree in writing that all work on the AVC as provided in this MOU has been completed; (b) this MOU is superseded by a new written agreement between the Parties; or (c) when the CWCB AVC Grant Funds, or any supplemental grant funds that are added to the MOU by mutual agreement of the Parties, are exhausted.

**VII. Reduction Clause.**

This MOU represents the entire agreement of the parties, and no party has relied on any fact or representation not expressly set forth herein.

**VIII. Miscellaneous Provisions.**

- A. **Notices – How Provided.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email (with confirmation of transmission and receipt) if sent during normal business hours of the recipient, and

on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section X.A):

To SECWAE:           Executive Director  
Southeastern Colorado Water Conservancy District  
31717 United Avenue  
Pueblo, CO 81001  
Facsimile: (719) 948-0036

To Otero County:    Otero County Administrator  
Otero County Courthouse  
13 West Third Street, Room 212  
La Junta, CO 81050  
Facsimile: (719) 383-3090

To CWCBC:           Colorado Water Conservation Board  
Department of Natural Resources  
Executive Director  
1313 Sherman Street, Suite 718  
Denver, CO 80203  
Facsimile: (303) 866-4474

To Authority:        Colorado Water Resources and Power Development  
Authority  
Executive Director  
1580 Logan Street, Suite 820  
Denver, CO 80203  
Facsimile: (303) 832-8205

**B. Notice – Substantive Change in Circumstances.** Should any substantive change or alteration occur to a Party that material affects that Party's ability to meet its duties and obligations under this Memorandum, that Party must promptly provide notice to all other Parties. Such notice must be provided within 35 days of the affected Party's knowledge of the change of circumstances, and at a minimum must describe the nature of the change and the anticipated affect on the Party's duties and obligations under this Memorandum.

**C. State Terms.** Nothing in this Memorandum shall be construed so as to require the State to indemnify or hold any of the Parties harmless or to require the State to enter into binding arbitration, and nothing in this Memorandum shall be construed as a waiver of any provision of §24-106-109, C.R.S.

- D. No Impairment of Existing Contracts.** Nothing in this Memorandum shall impair, amend, limit, abridge, contravene or otherwise affect the rights of any Party under any existing contracts or agreements.
- E. No Restriction on Water Powers or Parties.** Nothing herein shall be deemed or construed to restrict, prohibit, or otherwise limit any Party from obtaining water services, facilities, or programs from any source that such Party may desire on its own or in a combined manner with anyone.
- F. Full Force and Effect.** Except as hereinafter provided, this Memorandum and the contractual obligations and rights hereunder shall continue in full force and effect until amended or modified by the Parties.
- G. Liability of Parties.** No provision, covenant or agreement contained in this Memorandum, nor any obligations herein imposed upon each Party nor the breach thereof, nor the issuance and sale of any bonds by a Party, shall constitute or create an indebtedness of the other Parties within the meaning of any Colorado constitutional or statutory provision. Unless otherwise agreed in writing between any of the Parties, no Party shall have any obligation whatsoever to repay any debt or liability of the other Party.
- H. Headings for Convenience Only.** Paragraph headings and titles contained in this MOU are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this MOU.
- I. Amendment.** This MOU may be modified, amended or changed in whole or in any part only by an agreement in writing duly authorized and executed by the Parties with the same formality as this MOU.
- J. Severability.** Invalidation of any of the provisions of this Memorandum or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Memorandum.
- K. Effect of Invalidity.** If any portion of this MOU is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any party named within this agreement, the parties agree to use their best efforts to reform as soon as possible any such invalidity and achieve a valid agreement that accomplishes the purposes of this MOU as originally set forth.
- L. No Additional Beneficiaries.** There are no express or implied beneficiaries outside of this Memorandum. No party not named within this Memorandum has any right to enforce this Memorandum.
- M. Governing Law.** This MOU and its application shall be construed in accordance with the laws of the State of Colorado.

- N. No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of this MOU, the parties agree that each shall be responsible for their own costs and attorneys' fees associated with any such activities, with the exception of any claims found by the courts to be frivolous or groundless as per Colorado statutes.
- O. Intent of Memorandum.** This MOU is intended to describe the rights and responsibilities of and between the Parties; it is not intended to, and shall not be deemed to, confer rights upon any persons or entities not signatories hereto; nor to limit, impair or enlarge in any way the powers, regulatory authority and responsibilities of the Parties, or any other governmental entity not a party hereto.
- P. Non-Business Days.** If the date for any action under the MOU falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date shall be extended automatically until the next business day.
- Q. Successors.** This MOU and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- R. Counterparts.** This Memorandum may be executed in counterparts, each of which, when combined, shall be deemed to be an original. Facsimile or scanned signatures shall be an acceptable form of execution of this Memorandum.

Southeastern Colorado Water Conservancy District,  
acting by and through Southeastern Colorado Water  
Activity Enterprise

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

Otero County

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

Colorado Water Conservation Board

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

Colorado Water Resources and Power Development Authority

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

OTERO COUNTY SALES TAX REPORT  
July 2025



COLLECTED BY COUNTY \$ 32,555  
COLLECTED BY STATE \$ 199,915  
TOTAL COLLECTED \$ 232,470 Received in September 2025

	FY2024 vs FY2025										FY2024	
											Monthly % of Change	Cumm. % of Change
	2020	2021	2022	2023	2024	2025	2025 Budget Forecast				(+/-)	
JANUARY	164,205	169,972	182,983	189,563	189,232	203,223	200,000	200,000	200,000	200,000	13,991	7%
FEBRUARY	155,565	172,204	192,216	189,406	204,819	204,865	200,000	200,000	200,000	200,000	46	4%
MARCH	148,242	240,999	210,892	217,619	232,765	247,126	200,000	200,000	200,000	200,000	14,361	5%
APRIL	176,370	222,632	214,762	224,963	233,125	234,134	200,000	200,000	200,000	200,000	1,009	3%
MAY	209,430	222,410	224,856	230,836	233,889	232,904	200,000	200,000	200,000	200,000	(985)	4%
JUNE	200,329	239,552	216,893	229,251	224,587	237,078	200,000	200,000	200,000	200,000	12,491	3%
JULY	195,468	208,403	219,463	219,497	230,255	232,470	200,000	200,000	200,000	200,000	2,215	3%
AUGUST	182,048	212,061	224,780	228,199	229,338		200,000	200,000	200,000	200,000		3%
SEPTEMBER	188,993	203,687	223,680	232,592	217,831		200,000	200,000	200,000	200,000		2%
OCTOBER	172,510	216,643	228,498	224,872	210,971		200,000	200,000	200,000	200,000		1%
NOVEMBER	172,426	203,386	199,965	224,198	208,339		200,000	200,000	200,000	200,000		0%
DECEMBER	209,095	216,381	235,641	224,283	261,747		200,000	200,000	200,000	200,000		2%
<b>ACTUAL:</b>	<b>2,174,680</b>	<b>2,528,330</b>	<b>2,574,629</b>	<b>2,635,281</b>	<b>2,676,898</b>		<b>2,400,000</b>	<b>2,400,000</b>	<b>2,400,000</b>	<b>2,400,000</b>	<b>43,128</b>	

BUDGET: 1,743,239 1,847,833 2,300,000 2,300,000 2,400,000 2,400,000



# **9/22/2025 to 10/8/2025**

## **Commissioners' Calendar**

**Monday, September 22, 2025**

### **Preliminary Budget Hearings**

Mon 9/22/2025 to Fri 9/26/2025

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

Mon 9/22/2025 9:00 AM - 10:00 AM

Location: Room 212

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

Mon 9/22/2025 10:00 AM - 11:00 AM

Location: Room 212

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

Mon 9/22/2025 11:00 AM - 12:00 PM

Location: Room 212

### **Administration / AT, RO, TK, JB**

Mon 9/22/2025 12:00 PM - 1:00 PM

Location: Room 212

### **Department of Human Services, Land Use, Commissioner's Meeting**

Mon 9/22/2025 1:30 PM - 2:30 PM

Location: Room 107 or Zoom

### **SECOR / RO**

Mon 9/22/2025 3:00 PM - 4:00 PM

## **Tuesday, September 23, 2025**

### **Treasurer - Budget Hearing**

Tue 9/23/2025 8:30 AM - 9:30 AM

### **DHS - Budget Hearing**

Tue 9/23/2025 9:30 AM - 10:30 AM

### **Emergency Management - Budget Hearing**

Tue 9/23/2025 10:30 AM - 11:30 AM

### **Extension Office - Budget Hearing**

Tue 9/23/2025 1:30 PM - 2:30 PM

### **Health Department - Budget Hearing**

Tue 9/23/2025 2:30 PM - 3:30 PM

## **Wednesday, September 24, 2025**

### **Grounds & Building - Budget Hearing**

Wed 9/24/2025 8:30 AM - 9:30 AM

### **SECOG/SECED / TK**

Wed 9/24/2025 1:00 PM - 2:00 PM

### **Assessor - Budget Hearing**

Wed 9/24/2025 2:00 PM - 3:00 PM

### **Land Use/Road & Bridge - Budget Hearing**

Wed 9/24/2025 3:00 PM - 4:00 PM

## **Thursday, September 25, 2025**

### **E911 2026 Budget Meeting / RO, TK**

Thu 9/25/2025 11:30 AM - 12:30 PM

### **Clerk & Recorder / Budget Hearing**

Thu 9/25/2025 2:00 PM - 3:00 PM

## **Tuesday, September 30, 2025**

### **Board of Health / AT, JB**

Tue 9/30/2025 11:00 AM - 1:30 PM

## **Thursday, October 2, 2025**

### **Colorado Coroners Standard Board / TK**

Thu 10/2/2025 9:00 AM - 10:00 AM

## **Monday, October 6, 2025**

### **County Attorney / RO, TK, JB, NS, SS, AT**

Mon 10/6/2025 9:00 AM - 10:00 AM

Location: Room 212

### **Administration/AT, RO, TK, JB**

Mon 10/6/2025 10:00 AM - 11:00 AM

Location: Room 212

## **Wednesday, October 8, 2025**

### **RESADA / RO**

Wed 10/8/2025 10:30 AM - 12:00 PM

## **Ark River Basin Roundtable / JB**

Wed 10/8/2025 12:30 PM - 4:00 PM

## **Historic Preservation**

Wed 10/8/2025 4:00 PM - 5:00 PM