



Rob Oquist - Commissioner Dist. 1
Tim Knabenshue - Commissioner Dist. 2
Jim Baldwin - Commissioner Dist. 3
Kaysie Schmidt - County Administrator
Rose Pugliese – Interim County Attorney

Otero County Board of Commissioners

AGENDA December 22, 2025

1. Opening Prayer
2. Pledge of Allegiance
3. Call to Order
4. Public Comment (limit of 3 minutes)
5. Presentations
 - a. Recognition of Chris Menges, Substance Use Disorder Program Director, for receiving the Colorado Behavioral Health Administration Community Champion Award – Rick Ritter, Executive Director, Otero County Health Department
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 November 30, 2025
7. Old Business
8. New Business
 - a. Approval of Valley-Wide Secure Transportation Permits for 2026
 - b. Approval of DOLA Administrative Planning Grant
 - c. Approval of Master Services Agreement with Chloeta Holdings, LLC
 - d. Approval of Memorandum of Understanding – Southern Colorado Integrated Health Consortium (HRSA-25-038)
 - e. Approval of Resolution 2025-25 – Resolution to Declaring Non-Implementation of the Colorado Wildfire Resiliency Code as an Unfunded Mandate and Affirming Local Control Pursuant to C.R.S. § 29-1-304.5
 - f. Approval of Resolution 2025-26 – Resolution Opposing the Colorado Public Utilities Commission “Clean Heat” Natural Gas Phase-Out and Advocating for Energy Choice and Affordability

9. Departmental Reports

- a. Public Trustee Report, Sharon Jones
- b. Sales Tax Report

10. Commissioners' Report

11. Discussion

12. Announcements

- a. Otero County offices and Landfill will be closed on Wednesday, December 24th, and Thursday, December 25th, in observance of Christmas Eve and Christmas Day.
- b. Otero County offices and Landfill will be closed on Wednesday, December 31st, and Thursday, January 1st, 2026, in observance of New Year's Eve and New Year's Day.



December 8th, 2025

The Board of County Commissioners now meets pursuant to adjournment.

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

Guests in attendance in person: Nancy Harrington, Bette McFarren, Rose Pugliese, and Adrian Hart.

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

Chr. Oquist called the regular meeting to order.

Presentation by Jacob Topping, Southeastern Colorado Regional Representative, U.S. Senator Michael F. Bennet (D-CO). Mr. Topping wished to touch base with Otero County since the government reopened and he commended the Commissioners on the work they did during the shutdown. He mentioned that the conduit is a topic of conversation in Arkansas Valley and that in the last 72 hours, there has been progress on the bill and that it should go to the President's desk sometime this week. The energy bill is passing through, and the Arkansas Valley Conduit is on that bill. Mr. Topping talked about the Board of Education Secure the Schools legislation that is on the calendar, it is a three-year authorization of funds. Co. Knabenshue asked about the bill, specifically that it mentions that it requires logging and timber infrastructure, and where we do not have that, will we still see funds? Mr. Topping was sure that we did benefit from it the last time it was in force, but he would check that and let us know. Mr. Topping talked about a piece of bipartisan legislation that was being drafted concerning manufactured pharmaceuticals and a pricing policy. Senator Bennet is also putting in his Medicare Choice Act that he has done since being in office to help with the gaps in Medicare and Medicaid, specifically it is a medical exchange healthcare to help with gaps. Co. Knabenshue wanted to know how that would affect our hospital as it is struggling and would the extra funding come from State or Federal programs. Mr. Topping said it was to help with prescriptions and medications. The question was also asked about additional funding for farmers. Mr. Topping felt that it was specifically at State level but would check on it. Chr. Oquist made a comment on how Senator Bennet was going to help Colorado at the Federal level if he was campaigning for Governor. Mr. Topping felt it was doable. Chr. Oquist felt this may be a concern.

Chr. Oquist called for approval of the consent agenda. The agenda includes approval of the minutes from November 24th, 2025, and bills and payroll for November 16th through November 30th, 2025. Co. Baldwin motioned to approve the consent agenda. Co. Knabenshue seconded. Motion carried.

Admin. Schmidt presented Resolution #2025-19. This resolution is about the District Attorney's office and the monies they are entitled to receive from the 16th Judicial District. The district consists of three counties, Otero, Crowley, and Bent. Otero County is authorized to enter a 2026 Memorandum of Understanding (MOU) regarding the 2026 budget. Co. Knabenshue motioned to approve the #2025-19 Resolution. Co. Baldwin seconded. Motion carried.

Clerk Scott presented a tobacco license renewal for Mini Mart Inc. dba Loaf N Jug #16 in North La Junta, CO. Co. Baldwin motioned to approve the license renewal. Co. Knabenshue seconded. Motion carried.

Chr. Oquist and Co. Knabenshue attended several of the same meetings. The ones of note are Colorado Counties Incorporated (CCI), Southeast Council of Governments, Southeast Colorado Rural Development, Rural Housing Authority, and a Conduit meeting.

Admin. Schmidt mentioned the announcements as follows: County-Wide Food Drive Results: 713 pounds of food and \$320 dollars donated to Otero County food pantries. The request for proposal (RFP) for the Otero County Legal Services was released on December 8, 2025. The documents are also on the County website and available at the County Commissioner's office, the deadline is January 9, 2025. The final budget meeting to be held on the 8th of December will now be on December

15th, 2025, at 1:30 in Bauserman Room 107. Otero County offices and Landfill will be closed Christmas Eve and Christmas, December 24th and 25th also on New Year's Eve and New Year's Day, December 31st and January 1st.

With no further business, the Board adjourned the meeting.

Next meeting will be a Special Public Hearing on Monday, December 15th, 2025, at 1:30 pm.

Clerk

Chairman

December 15th, 2025

The Board of County Commissioners now meets pursuant to adjournment.

Present:	Rob Oquist	Chairman
	Tim Knabenshue	Commissioner
	Jim Baldwin	Commissioner
	Kaysie Schmidt	Administrator
	Shannon Casillas	Chief Deputy Tech Clerk

Guests in attendance in person: None.

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

Chr. Oquist called the 2026 Budget Hearing meeting to order.

Admin. Schmidt presented the Proposed Budget.

Chr. Oquist presented the 2026 County Budget Message. Co. Knabenshue motioned to approve the 2026 County Budget Message. Co. Baldwin seconded. Motion carried.

Chr. Oquist presented Resolution #2025-20. This resolution is to adopt the County Budget for 2026. Co. Baldwin motioned to approve the #2025-20 Resolution. Co. Knabenshue seconded. Motion carried.

Chr. Oquist presented Resolution #2025-21. This resolution is to Set Mill Levies for 2026. Co. Knabenshue motioned to approve the #2025-21 Resolution. Co. Baldwin seconded. Motion carried.

Chr. Oquist presented Resolution #2025-22. This resolution is to Appropriate Sums of Money for 2026. Co. Baldwin motioned to approve the #2025-22 Resolution. Co. Knabenshue seconded. Motion carried.

Chr. Oquist presented Resolution #2025-23. This resolution is to adopt Government Accounting Standards. Co. Knabenshue motioned to approve the #2025-23 Resolution. Co. Baldwin seconded. Motion carried.

Chr. Oquist presented Resolution #2025-24. This resolution is to affirm the Appropriations of Funds for the Courthouse Lease. Co. Baldwin motioned to approve the #2025-24 Resolution. Co. Knabenshue seconded. Motion carried.

With no further business, the Board adjourned the meeting.

Clerk

Chairman

OTERO COUNTY PAYMENTS
DECEMBER 1 THROUGH DECEMBER 15, 2025

Check #	Vendor	Description	Department	Amount
4853	16TH JUDICIAL DISTRICT	16TH JUDICIAL DISTRICT	INTERGOVERNMENTAL	54,975.17
131073	A CUT ABOVE PEST CONTROL, LLC	BUILDING MAINT/REPAIRS	SHERIFF/JAIL/R&B	290.00
131074	ACM DIESEL, LLC	PARTS/SERVICE	R&B	446.06
131075	ALL SEASONS DENTAL	MATERIAL AID	AAA	1,978.00
131076	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	2,800.00
4854	AMAZON CAPITAL SERVICES, INC	OPERATING	VARIOUS	1,063.37
4855	ARKANSAS VALLEY ACCUMED	JAIL BASED SERVICES (JBBS)	STATE GRANTS	1,604.03
131077	ARKANSAS VALLEY COOP	PARTS/SERVICE	R&B	564.00
131078	ARKANSAS VALLEY LUMBER & SUPPLY	PARTS/SERVICE	R&B	13.98
131079	ASHLEY LOPEZ	TRAVEL	ELECTIONS	11.66
131080	AVRMC - PATIENT ACCOUNTS	MEDICAL SERVICES	JAIL	162.17
4856	BACA HOME CARE AGENCY, INC	CAREGIVER SUPPORT	AAA	3,258.00
131081	BAUSERMAN'S MARKET	FOOD	JAIL	90.00
131082	BLACK HILLS ENERGY	UTILITIES	VARIOUS	6,071.12
4857	BRENDA DONALDSON	TRAVEL	SEP	112.89
131083	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	425.70
4858	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	1,000.00
4859	CENTURYLINK	TELEPHONE	E911/AAA	7,518.55
4860	CHARM-TEX, INC	OPERATING SUPPLIES	JAIL	1,499.88
131084	CHRISTOPHER M MENGES	SECOR HR	HEALTH	40.00
131086	CITY OF LA JUNTA - UTILITIES	UTILITIES	G&B/SHERIFF/JAIL	9,952.68
131085	CITY OF LA JUNTA	SECOR	HEALTH	500.00
131087	CITY OF LAMAR	AAA GENERAL FUND	AAA	6,301.80
131088	CITY OF ROCKY FORD	UTILITIES	LAND USE/HEALTH	292.27
4861	CLEAN VALLEY RECYCLING	UTILITIES	G&B	160.00
131089	COLORADO BUREAU OF INVESTIGATION	CONCEALED HAND GUN PERMIT	SHERIFF	485.00
131090	COLORADO STATE UNIVERSITY	SECOR	HEALTH	92,806.17
131091	COMMAND SOURCING, INC	OPERATING SUPPLIES	JAIL	8,412.34
131092	COMPANION LIFE INSURANCE COMPANY	LIFE INSURANCE & AD&D PREMIUMS	MEDICAL TRUST	2,664.00
131093	CONNIE M RING	OMBUDSMAN ACTIVITIES SERV	AAA	113.42
131094	CROWLEY COUNTY COMMISSIONERS	CROWLEY COUNTY	AAA	925.32
4862	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	1,400.00
4863	DANIEL DAVIS	TRAVEL	ADULT SERVICES	236.95
4864	DEE ANN LYONS	MEDICAL SERVICES	JAIL	3,261.00
4865	DIGITCOM ELECTRONICS, INC	MAINTENANCE CONTRACTS/RADIO REPAIR	E911/R&B/SHERIFF	4,655.56
4866	ELSIE MAE KLEIN	TRAVEL	ADULT SERVICES	591.68
131095	EXPRESS TOLL	TRAVEL	SHERIFF/TRANSPORT	69.84
4867	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	600.00
4868	FLOYD R WARD JR	TRAVEL	ADULT SERVICES	364.40
4869	GALLS, LLC	UNIFORMS/OPERATING	SHERIFF/JAIL	1,498.79
131096	GOBIN'S INC	MAINTENANCE CONTRACTS	VARIOUS	986.19
4870	GRAINGER, INC	PARTS/SERVICE	R&B	2,451.71
131097	GREAT AMERICA LEASING CORP.	MAINTENANCE CONTRACTS	ASSESSOR	145.22
131098	GRIZZLY TIRE AND AUTO LLC	PARTS/SERVICE	R&B	75.00
4871	HD SUPPLY	PARTS/SERVICE	VARIOUS	2,088.03
131099	HOLLY HUERTA-HUDAK	TRAVEL	ELECTIONS	43.46
131100	INDUSTRIAL HEALTH SERVICE, INC	PRE-EMPLOYMENT COSTS	JAIL	96.80
131101	INSPIRATION FIELD	SLS CLIENT SUPPORT	SEP	12,939.59
131102	INTAB LLC	OFFICE SUPPLIES	ELECTIONS	209.93
4852	INTEGRATED VOTING SOLUTIONS	PRINTING/POSTAGE	ELECTIONS	17,075.06
4872	INTERSTATE BILLING SERVICE	PARTS/SERVICE	R&B	4,428.40
4873	J&A TRAFFIC PRODUCTS	SIGNS	R&B	469.50
131103	JACKSON AWARDS & DESIGN LTD	OPERATING SUPPLIES	SHERIFF	305.00
4874	JENNIFER RIFE	SPECIAL PROJECTS	ADMIN	110.66
131104	JOHN DEERE FINANCIAL	PARTS/SERVICE	R&B	893.74
4875	JOHNETTE SUE FULLER	TRAVEL	ADULT SERVICES	152.06
131105	JOSH BROTHERS DENTALPLLC	MATERIAL AID	AAA	1,195.00

Check #	Vendor	Description	Department	Amount
131106	KLMR AM FM	STEPP GRANT	HEALTH	1,100.00
131107	KVAY-FM	STEPP GRANT	HEALTH	400.00
131108	LA JUNTA LOCK & KEYS	LOCK & DOOR MAINTENANCE	JAIL	95.00
131109	LA JUNTA TRADING COMPANY, INC	PARTS/SERVICE	G&B/SHERIFF/R&B	681.14
131110	LA JUNTA VALLEY TIRE SHOP	BATTERIES, TIRES, TUBES, ETC	SHERIFF	136.00
131111	LA VETA SCHOOL DISTRICT RE-2	STEPP GRANT	HEALTH	1,000.00
4876	LAW OFFICE OF RANDA DAVIS-TICE	LEGAL FEE CONTINGENCY	AAA	1,093.75
131112	LEONARD TAFOYA	TRAVEL	ADULT SERVICES	442.05
4877	MARDONA L MORELAND	TRAVEL	ADULT SERVICES	93.00
131113	MARTIN PIPE & STEEL, INC	CATTLE GUARDS	R&B	493.83
4878	MEDICAL SYSTEMS OF DENVER, INC	LABORATORY SERVICES	HEALTH	364.78
4879	MEDINA'S TIRE SERVICE, LLC	PARTS/SERVICE	R&B	392.00
4880	MEI TOTAL ELEVATOR SOLUTIONS	MAINTENANCE CONTRACTS	G&B	146.16
131114	MORGAN & SONS GLASS INC	PARTS/SERVICE	R&B	948.00
4881	MOTOROLA SOLUTIONS, INC	OPERATING SUPPLIES	SHERIFF	826.15
131115	NATALIE A. EDMUNDSON	CONTRACT SERVICES	LAND USE	1,437.50
131116	O'REILLY AUTO PARTS	PARTS/SERVICE	R&B	819.75
131117	OTERO COUNTY CLERK	PARTS/SERVICE	R&B	14.58
131118	OTERO COUNTY COMMISSIONERS	RENT/OPERATING	ADULT SERVICES	3,447.14
131119	OTERO COUNTY ROAD & BRIDGE	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF/TRANSPORT	422.52
131120	OTERO COUNTY SOCIAL SERVICES	SALARIES/OPERATING	ADULT SERVICES	8,207.49
131121	OTERO COUNTY TREASURER	MISCELLANEOUS	TREASURER	138.77
131122	OTERO TRUE VALUE	PARTS/SERVICE	R&B	113.80
4882	NAME REDACTED	FSSP CLIENT SUPPORT	FSSP	400.00
131123	PRIMO BRANDS	MISCELLANEOUS	TREASURER/ADMIN	171.08
4883	QUILL CORPORATION	OFFICE SUPPLIES	VARIOUS	479.62
131124	RANCHERS SUPPLY OF LA JUNTA, INC	SIGNS	R&B	35.20
131125	ROCKY FORD AUTO PARTS	PARTS/SERVICE	R&B	338.27
131126	ROCKY FORD DAILY GAZETTE	ADVERTISING/LEGAL NOTICES	TREASURER/ADMIN	2,594.20
4884	ROCKY FORD FOOD MARKET LLC	FOOD/SUPPLIES	JAIL	9,606.48
131127	RUSLER IMPLEMENT CO	PARTS/SERVICE	R&B	617.14
4885	SAGE SERVICES, INC.	CONGREGATE/HOME DELIVERED MEALS	AAA	42,661.68
4886	SAMANTHA PALMER	TRAVEL	SEP	119.78
4887	SANDRA LEE ESTEP	TRAVEL	ADULT SERVICES	279.17
131130	SECOM (911)	SECOM CIRCUIT	E911	1,436.40
131128	SECOM	SECOM/TELEPHONE	VARIOUS	5,814.68
131129	NOT A CHECK			-
4888	SHELLY R BAUER	TRAVEL	ADULT SERVICES	13.00
131131	SHRED AMERICA COLORADO	DOCUMENT SHREDDING	VARIOUS	139.88
131132	SNO-WHITE LINEN & UNIFORM RENTAL	PARTS/SERVICE	R&B	166.42
4889	SOURCE MANAGEMENT INC	OFFICE SUPPLIES	CLERK/ELECTIONS	316.00
4890	SOUTHEAST COLORADO POWER ASSN	UTILITIES	R&B	483.37
4891	SCEDD	GRANT AWARDS	SMALL BUSINESS DEVELOP	50,000.00
131133	SOUTHERN TIRE MART LLC	BATTERIES, TIRES, TUBES, ETC	SHERIFF	481.84
131134	STAY SOBER, LLC	JAIL BASED SERVICES (JBBS)	HEALTH	9,500.00
4892	SUPERIOR SEPTIC & EXCAVATION	PARTS/SERVICE	ADMIN/R&B	325.00
131136	TASCOSA OFFICE MACHINES, INC	MAINTENANCE CONTRACTS	TREASURER/ADULT SERVICES	292.21
131135	TASC	FEES	MEDICAL TRUST	482.27
131137	THE MASTER'S TOUCH LLC	PRINTING	TREASURER	6,851.54
131138	THOMSON REUTERS - WEST	SOFTWARE/HARDWARE RENTAL	SHERIFF	414.88
131139	TOWN OF FOWLER	UTILITIES	R&B	105.48
131140	TOWN OF SWINK	UTILITIES	R&B	119.20
131141	TRIAD COMPUTER SERVICES, INC	PURCHASES/SOFTWARE RENTAL	SHERIFF/ASSESSOR	13,964.30
131142	TRIPLE T AUTO PARTS	PARTS/SERVICE	R&B	393.02
131143	US POST OFFICE - BOX RENT	POSTAGE, BOX RENT, ETC	TREASURER	184.00
131144	VALLEY AUTO PARTS, INC	PARTS/SERVICE	R&B	491.97
4893	VALLEY TRASH LLC	BUILDING MAINT/REPAIRS	ADMIN/R&B	105.00
131145	VALLEY VIEW ELECTRIC	FOWLER SHOP FIRE	R&B	444.00
131146	VIAERO WIRELESS	TELEPHONE	SHERIFF/JAIL	694.61
4894	VIRGIL K LENZ, JR	TRAVEL	ADULT SERVICES	278.42

Check #	Vendor	Description	Department	Amount
131147	VISA	DUES & MEETINGS/TRAVEL/OPERATING	VARIOUS	12,520.10
131148	NOT A CHECK			-
131149	NOT A CHECK			-
131150	WAGNER EQUIPMENT CO	PARTS & SERVICE/REPAIRS	R&B	3,790.63
4895	WALLACE OIL COMPANY	BATTERIES, TIRES, TUBES, ETC	SHERIFF	20.00
131151	WALMART / CAPITAL ONE	BUILDING MAINT/REPAIRS	G&B/SHERIFF	77.82
4896	WALMART / TREVIPAY	OPERATING SUPPLIES	G&B/SHERIFF/JAIL	300.49
4897	WEX BANK	FUEL	VARIOUS	5,553.51
131152	X-TREME H2O	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF/TRANSPORT	108.35
				<u>458,865.57</u>

Fund Summary

010 - GENERAL FUND	160,940.44
011 - SMALL BUSINESS DEVELP RLF	50,054.45
020 - ROAD & BRIDGE FUND	21,333.02
025 - MEDICAL TRUST FUND	3,146.27
040 - AAA FUND	60,488.43
045 - INSURANCE FUND	4,200.66
065 - INTERNAL SERVICES FUND	13,838.30
070 - GENERAL HUMAN SERVICES	31,534.76
080 - HEALTH FUND	100,818.69
085 - CONSERVATION TRUST FUND	282.88
090 - CLERK HIRE FUND	610.40
095 - E-911	11,617.27
<u>458,865.57</u>	



Otero County, CO

Balance Sheet

Account Summary

As Of 11/30/2025

Account	Name	Balance
Fund: 070 - GENERAL HUMAN SERVICES		
Assets		
070.100.10000	CASH (POOL)	-26,807.89
070.100.10310	CASH IN BANK W/TREASURER	879,001.16
070.100.11510	ACCOUNTS RECEIVABLE	1,828.00
	Total Assets:	854,021.27
		<u>854,021.27</u>
Liability		
070.200.20101	AP PENDING (DUE TO POOL)	-5,781.00
070.200.22280	DEFERRED REVENUE	265,557.43
	Total Liability:	259,776.43
Equity		
070.280.28000	FUND BALANCE	476,009.58
	Total Beginning Equity:	476,009.58
Total Revenue		1,616,457.04
Total Expense		<u>1,498,221.78</u>
Revenues Over/Under Expenses		118,235.26
	Total Equity and Current Surplus (Deficit):	594,244.84
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>854,021.27</u>



Otero County, CO

Budget Report Account Summary

For Fiscal: 2025 Period Ending: 11/30/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 070 - GENERAL HUMAN SERVICES							
Revenue							
070.330.33005	SLS	72,000.00	72,000.00	0.00	58,020.08	-13,979.92	19.42 %
070.330.33112	FSSP	181,643.00	181,643.00	0.00	78,698.63	-102,944.37	56.67 %
070.330.33407	CSBG	90,000.00	90,000.00	19,107.25	100,284.90	10,284.90	111.43 %
070.330.33408	SINGLE ENTRY POINT (SEP)	2,150,000.00	2,150,000.00	102,263.56	1,349,560.15	-800,439.85	37.23 %
070.330.33409	HCA GRANT	18,000.00	18,000.00	2,222.08	26,775.28	8,775.28	148.75 %
070.330.33703	MMOF GRANT (NEMT)	0.00	0.00	0.00	1,353.00	1,353.00	0.00 %
070.330.33705	LOCAL CASH (NEMT)	3,000.00	3,000.00	0.00	1,500.00	-1,500.00	50.00 %
070.360.36720	DONATIONS (NEMT)	600.00	600.00	50.00	265.00	-335.00	55.83 %
	Revenue Total:	2,515,243.00	2,515,243.00	123,642.89	1,616,457.04	-898,785.96	35.73%
Expense							
070.445.44521.11100	SALARIES & WAGES - PERM	3,300.00	3,300.00	2,561.42	21,686.30	-18,386.30	-557.16 %
070.445.44521.11300	SALARIES & WAGES - PART-TIME	26,000.00	26,000.00	0.00	5,627.25	20,372.75	78.36 %
070.445.44521.14200	WORKER'S COMPENSATION	205.00	205.00	0.00	349.00	-144.00	-70.24 %
070.445.44521.14320	HEALTH INSURANCE	600.00	600.00	175.14	2,465.62	-1,865.62	-310.94 %
070.445.44521.14350	LIFE INS ONLY-COUNTY PAID	10.00	10.00	9.82	64.13	-54.13	-541.30 %
070.445.44521.14400	FICA TAXES	3,000.00	3,000.00	191.49	2,026.60	973.40	32.45 %
070.445.44521.14500	CRA - RETIREMENT	205.00	205.00	153.69	1,301.17	-1,096.17	-534.72 %
070.445.44521.22900	OPERATING	1,300.00	1,300.00	24.34	611.40	688.60	52.97 %
070.445.44521.35400	AUDIT	156.00	156.00	0.00	10.04	145.96	93.56 %
070.445.44521.51300	LIABILITY INSURANCE	829.00	829.00	0.00	534.48	294.52	35.53 %
070.445.44521.53150	RENT	700.00	700.00	99.20	961.49	-261.49	-37.36 %
070.445.44521.77010	HOUSING	23,000.00	23,000.00	0.00	2,550.00	20,450.00	88.91 %
070.445.44521.77050	MED TRANS - OTERO	15,000.00	15,000.00	3,048.00	21,977.00	-6,977.00	-46.51 %
070.445.44560.37530	NEMT TRAVEL	1,000.00	1,000.00	0.00	1,280.00	-280.00	-28.00 %
070.445.44570.11100	SALARIES & WAGES - PERM	1,200,000.00	1,200,000.00	86,702.44	885,044.79	314,955.21	26.25 %
070.445.44570.12100	OVERTIME - PERM	1,200.00	1,200.00	0.00	1,779.21	-579.21	-48.27 %
070.445.44570.14200	WORKER'S COMPENSATION	10,404.00	10,404.00	0.00	9,965.00	439.00	4.22 %
070.445.44570.14320	HEALTH INSURANCE	214,000.00	214,000.00	19,476.71	189,483.34	24,516.66	11.46 %
070.445.44570.14350	LIFE INS ONLY-COUNTY PAID	750.00	750.00	65.92	802.80	-52.80	-7.04 %
070.445.44570.14400	FICA TAXES	68,000.00	68,000.00	6,070.22	62,205.21	5,794.79	8.52 %
070.445.44570.14500	CRA - RETIREMENT	60,000.00	60,000.00	5,202.91	48,257.92	11,742.08	19.57 %
070.445.44570.22900	OPERATING SUPPLIES	30,000.00	30,000.00	1,036.03	34,424.26	-4,424.26	-14.75 %
070.445.44570.35400	AUDIT	1,042.00	1,042.00	0.00	1,409.04	-367.04	-35.22 %
070.445.44570.36300	VEHICLE REPAIRS/MAINTENANCE	600.00	600.00	0.00	0.00	600.00	100.00 %
070.445.44570.37500	TRAVEL/TRAINING	4,000.00	4,000.00	683.51	4,530.26	-530.26	-13.26 %
070.445.44570.51300	LIABILITY INSURANCE	16,242.00	16,242.00	0.00	24,262.33	-8,020.33	-49.38 %
070.445.44570.53150	RENT	20,300.00	20,300.00	2,061.38	27,603.52	-7,303.52	-35.98 %
070.445.44570.71840	SIS ASSESSMENTS	1,000.00	1,000.00	0.00	1,071.27	-71.27	-7.13 %
070.445.44571.11100	SALARIES & WAGES - PERM	1,600.00	1,600.00	0.00	213.08	1,386.92	86.68 %
070.445.44571.14200	WORKER'S COMPENSATION	135.00	135.00	0.00	20.00	115.00	85.19 %
070.445.44571.14320	HEALTH INSURANCE	550.00	550.00	0.04	47.05	502.95	91.45 %
070.445.44571.14400	FICA TAXES	85.00	85.00	0.00	14.53	70.47	82.91 %
070.445.44571.14500	CRA - RETIREMENT	85.00	85.00	-0.01	12.76	72.24	84.99 %
070.445.44571.22900	OPERATING SUPPLIES	50.00	50.00	0.00	28.60	21.40	42.80 %
070.445.44571.35400	AUDIT	39.00	39.00	0.00	2.05	36.95	94.74 %
070.445.44571.36300	VEHICLE REPAIRS/MAINTENANCE	10.00	10.00	0.00	0.00	10.00	100.00 %
070.445.44571.37500	TRAVEL	50.00	50.00	0.00	0.00	50.00	100.00 %
070.445.44571.51300	LIABILITY INSURANCE	468.00	468.00	0.00	616.24	-148.24	-31.68 %
070.445.44571.53150	RENT	15.00	15.00	0.00	0.33	14.67	97.80 %
070.445.44581.71510	FSSP CLIENT SUPPORT	181,643.00	181,643.00	11,595.00	100,671.80	80,971.20	44.58 %

Budget Report

For Fiscal: 2025 Period Ending: 11/30/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>070.445.44583.71510</u>	SLS CLIENT SUPPORT	72,000.00	72,000.00	654.00	44,311.91	27,688.09	38.46 %
	Expense Total:	1,959,573.00	1,959,573.00	139,811.25	1,498,221.78	461,351.22	23.54%
	Fund: 070 - GENERAL HUMAN SERVICES Surplus (Deficit):	555,670.00	555,670.00	-16,168.36	118,235.26	-437,434.74	78.72%
	Report Surplus (Deficit):	555,670.00	555,670.00	-16,168.36	118,235.26	-437,434.74	78.72%

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

	11100		14400	14500	14320	14350	
	Gross	Adjustments	FICA/M'Care	Retire	HLTH	Life	Total
<u>CMA</u> 070.445.44570	\$86702.44	\$0.00	\$6070.22	\$5202.91	\$19476.71	\$65.92	\$117518.20
<u>HCA</u> 070.445.44571	\$0.00	\$0.00	\$0.00	-\$0.01	\$0.04	\$0.00	\$0.03



SECURE TRANSPORTATION SERVICE LICENSE

(Issued pursuant to C.R.S. § 25-3.5-310, as amended)

This certifies that **Valley-Wide Health Systems** of the State of Colorado, having applied for a **Class B Secure Transportation Service License** and having paid to the Otero County Treasurer the appropriate fees thereof, is hereby licensed to provide Class B secure transportation services to individuals experiencing a behavioral health crisis.

This license is not transferable and must be prominently displayed in the office of the applicant.

This license is valid in the Counties of Bent, Crowley and Otero for a period of three (3) years, beginning **January 1, 2026**, and ending **December 31, 2028**, unless this license is revoked sooner as provided by law. This license is issued subject to the laws of the State of Colorado and especially under the provisions of C.R.S. § 25-3.5-310, as amended.

In testimony whereof, the Board of County Commissioners of Otero County, Colorado has hereunto subscribed its name by its officer duly authorized 22nd day of December 2025.

ATTEST:

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

Holly Huerta-Hudak, Deputy Clerk Rob Oquist, Chairman

License Number: 2026-1

License Fee: WAIVED

(SEAL)



SECURE TRANSPORTATION VEHICLE PERMIT

(Issued pursuant to C.R.S. § 25-3.5-310, as amended)

This certifies that **Valley-Wide Health Systems** of the State of Colorado, having applied for a **Type 2 Secure Transportation Vehicle Permit**, and having paid to the Otero County Treasurer the appropriate fees thereof, is hereby permitted to operate the following described vehicle:

Year: 2015
Make/Model: Ford Transit Connect
VIN: NMOG9F77F1198035

This permit is not transferable and must be prominently displayed in the vehicle interior.

This permit is valid in the Counties of Bent, Crowley and Otero for a period of one (1) year, beginning January 1, 2026, and ending December 31, 2026, unless this permit is revoked sooner as provided by law. This permit is issued subject to the laws of the State of Colorado and especially under the provisions of C.R.S. § 25-3.5-310, as amended.

In testimony whereof, the Board of Otero County Commissioners has hereunto subscribed its name by its officer duly authorized 22nd day of December, 2025.

ATTEST:

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

Holly Huerta-Hudak, Deputy Clerk Rob Oquist, Chairman

Permit Number: 2026-1
Permit Fee: WAIVED

(SEAL)



SECURE TRANSPORTATION VEHICLE PERMIT

(Issued pursuant to C.R.S. § 25-3.5-310, as amended)

This certifies that **Valley-Wide Health Systems** of the State of Colorado, having applied for a **Type 2 Secure Transportation Vehicle Permit**, and having paid to the Otero County Treasurer the appropriate fees thereof, is hereby permitted to operate the following described vehicle:

Year: 2017
Make/Model: Chevy Equinox
VIN: 2GNFLFEK5H6126217

This permit is not transferable and must be prominently displayed in the vehicle interior.

This permit is valid in the Counties of Bent, Crowley and Otero for a period of one (1) year, beginning January 1, 2026, and ending December 31, 2026, unless this permit is revoked sooner as provided by law. This permit is issued subject to the laws of the State of Colorado and especially under the provisions of C.R.S. § 25-3.5-310, as amended.

In testimony whereof, the Board of Otero County Commissioners has hereunto subscribed its name by its officer duly authorized 22nd day of December, 2025.

ATTEST:

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

Holly Huerta-Hudak, Deputy Clerk Rob Oquist, Chairman

Permit Number: 2026-2
Permit Fee: WAIVED

(SEAL)



SECURE TRANSPORTATION VEHICLE PERMIT

(Issued pursuant to C.R.S. § 25-3.5-310, as amended)

This certifies that **Valley-Wide Health Systems** of the State of Colorado, having applied for a **Type 2 Secure Transportation Vehicle Permit**, and having paid to the Otero County Treasurer the appropriate fees thereof, is hereby permitted to operate the following described vehicle:

Year: 2019
Make/Model: Chevy Impala
VIN: 1G11Z5530KU120383

This permit is not transferable and must be prominently displayed in the vehicle interior.

This permit is valid in the Counties of Bent, Crowley and Otero for a period of one (1) year, beginning January 1, 2026, and ending December 31, 2026, unless this permit is revoked sooner as provided by law. This permit is issued subject to the laws of the State of Colorado and especially under the provisions of C.R.S. § 25-3.5-310, as amended.

In testimony whereof, the Board of Otero County Commissioners has hereunto subscribed its name by its officer duly authorized 22nd day of December, 2025.

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

Holly Huerta-Hudak, Deputy Clerk Rob Oquist, Chairman

Permit Number: 2026-3
Permit Fee: WAIVED

(SEAL)



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT, together with all of its exhibits and attachments (hereinafter, this “**Agreement**”) is made, entered into and effective as of the 22nd day of December, 2025 (the “**Effective Date**”) by and between “**Chloeta**” and “**County**”, as set forth below:

“**County**”: OTERO COUNTY, CO, for and on behalf in this regard, of any or all of its wholly owned subsidiaries and affiliates.

“**Chloeta**”: CHLOETA HOLDINGS, LLC, an Oklahoma limited liability company, for and on behalf in this regard, of any or all of its wholly owned subsidiaries and affiliates.

County and Chloeta are sometimes referred to herein individually as a “**Party**” and sometimes referred to herein collectively as the “**Parties**”. County desires to obtain the services of Chloeta described herein, and Chloeta desires to provide such services to County, all on the terms, conditions, and provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Non-Exclusive Agreement.** It is contemplated that from time to time during the term of this Agreement, County may request that Chloeta render the Services (defined below). In the event that Chloeta agrees to undertake the performance of the Services, then Chloeta and County shall confirm acceptance of such request in writing, and the provisions of this Agreement shall govern and be fully applicable to the performance of the Services, and the relationship of the Parties relating to or arising out of the performance of the Services shall be controlled and regulated hereby. It is further expressly agreed that nothing contained in this Agreement shall serve to obligate County to use or engage Chloeta for the Services, nor does it obligate Chloeta to accept any request from County to perform the Services.

2. **Duties of Chloeta**

(a) **Services.** Chloeta will provide to County those products, labor, work, and services (collectively, the “**Services**”) specifically listed in the written statement of work (hereinafter “**SOW**”) attached hereto as Exhibit “A”. In addition, Chloeta will maintain, as applicable, all of its personnel and payroll records, benefits, payroll, withholding and transmittal payroll taxes, make unemployment contributions, and handle unemployment and workers’ compensation claims with respect to compensation that Chloeta has agreed to pay its employees.

(b) **SOWs.** Each SOW shall include, among other things, the term of the SOW, a detailed description of the Services to be performed, rates for compensation for the Services, any reports to be furnished by Chloeta, and performance standards. Each SOW executed hereunder shall be deemed to be a separate and independent agreement between the Parties which incorporates by reference each of the terms and conditions in this Agreement and shall contain such additional terms, conditions, and provisions as Chloeta and County mutually agree upon. In the event of a conflict between the language



of this Agreement and any work order, the language of this Agreement shall govern except only to the extent that specific language of a work order expressly states that it supersedes particular language of this Agreement. Chloeta will submit proposed SOWs to County. County shall indicate its acceptance of a proposed work order by signing and returning a copy to Chloeta within ten (10) days of receipt of the proposed SOW. Chloeta shall not perform any Services for County until a signed SOW is received. County may request changes in the Services set forth in a SOW. The changes shall be binding only if expressly agreed to in a writing signed by both Parties.

(c) **Performance.** Chloeta warrants that the Services contemplated by this Agreement shall be performed or rendered by Chloeta safely and with due diligence, in a good and workmanlike manner, using skilled, competent, and experienced workers, in accordance with good industry practices and in accordance with any specifications or instructions of County. Chloeta further agrees to keep and maintain County's property, both real and personal, in good and clean condition at all times during its performance of the Services.

(d) **Provision of Equipment, Supplies and Training.** Except as set forth in an applicable SOW, Chloeta shall provide its employees and agents with all equipment, facilities, technology, and supplies reasonably necessary for Chloeta's employees or agents to perform the Services as described in the applicable SOW. Chloeta shall train its employees or agents with regard to all Chloeta policies and procedures that will enable them to successfully perform their specific job duties. Additionally, Chloeta will supply and train its employees or agents with regard to County's policies and procedures as they apply to the Services being performed on County's property.

3. **Duties of County.** County will provide to Chloeta, with Chloeta's assistance as needed, an accurate description in the SOW of the material aspects and requirements of the Services. Such description will be provided to Chloeta prior to commencing the Services. Chloeta will not make material changes to any such matters without County's prior written approval. County will also promptly provide all information and take such other actions, including reasonable access to County's premises, as are reasonably necessary to assist or enable Chloeta to perform the Services. In performing its obligations under this Agreement, County agrees and understands that "time is of the essence" and that County's performance of its obligations is necessary to enable Chloeta to perform under this Agreement. County agrees that if County does not perform its obligations under this Agreement and such non-performance affects Chloeta's ability to perform, Chloeta shall not be considered in default under this Agreement to the extent so affected, and County shall remain fully obligated to pay Chloeta as provided in this Agreement regardless of any failure to perform any services so affected.

4. **Mutual Duties**

(a) **Cooperation.** The Parties agree to cooperate fully with each other in the investigation and resolution of any formal or informal complaints, allegations, claims, accidents, injuries, actions, or proceedings which may be brought by or involve either of the Parties or otherwise relate to the Services. The Parties agree to immediately notify each other of any such event occurring while the Services are being performed.

5. **Payment**



(a) **Payment.** County agrees to pay Chloeta for the Services hereunder at the rates or on the basis set forth on each SOW and also agrees to pay any additional costs or fees as set forth in this Agreement. Except as otherwise set forth in the applicable SOW, Chloeta will invoice County monthly at the address set forth above or provided in the applicable SOW, and payment from County will be due within thirty (30) days of receipt of such invoice. County will pay interest to Chloeta for any balance unpaid after thirty (30) days at a rate of one and one-half percent (1.5%) per month on the outstanding balance due or at the highest rate of interest allowed by law, whichever is less. In the event of a dispute, County shall notify Chloeta in writing within twenty (20) days of receipt of Chloeta's invoice. The Parties agree to cooperate in order to resolve any disputed invoice. If the Parties are unable to resolve the dispute within twenty (20) days of County's notice of dispute, the issue shall be escalated to senior executives of both Parties who shall cooperate, in good faith, to attempt to resolve the dispute. Notwithstanding the foregoing, no payment of any amount, disputed or undisputed, shall operate as a waiver of any of County's rights, including the right to later contest such payment and obtain reimbursement.

(b) **Reimbursement for Expenses.** In the event that Chloeta is required to incur business expenses for the Services, such expenses will be presented to County, and upon County's approval, Chloeta will be reimbursed by County in an amount equal to the pre-approved expenses incurred.

(c) **Taxes.** In connection with the Services or the performance of this Agreement, Chloeta agrees to pay: (1) all taxes, licenses and fees levied or assessed on Chloeta or the provision of the Services by any governmental agency, including, without limitation, any sales, use, excise or other taxes thereon or in connection therewith, (2) unemployment compensation insurance, (3) old age benefits, (4) social security, and (5) any other taxes upon the compensation of Chloeta, its agents, employees and representatives (with (1) through (5) collectively referred to as the "Taxes"). Chloeta shall pay, report and remit all Taxes in accordance with applicable laws and regulations. Chloeta agrees to reimburse County on demand for all such Taxes (and all interest and penalties with respect thereto) that County may be required or deem it necessary to pay on account of Chloeta. Chloeta agrees to furnish County with the information required to enable it to make the necessary reports and to pay such Taxes or charges.

6. **Term and Termination**

(a) **Term.** This Agreement will begin on the Effective Date and will continue in force until it is terminated pursuant to this Section 6. Notwithstanding anything to the contrary in this Section 6, this Agreement shall continue in effect during the existence of any SOWs.

(b) **Termination for Convenience.** Either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party.

(c) **Termination for Cause.** Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement immediately upon written notice in the event the other Party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, fails to make any payments within the time periods specified in this Agreement, or breaches any provision in this Agreement and fails to cure such event within fifteen (15) days of receipt of such notice.



(d) **Effect of Termination.** Upon termination of this Agreement, Chloeta will promptly provide an invoice to County for the outstanding balance due to Chloeta for the Services provided by Chloeta under this Agreement. County will pay all amounts set forth on the invoice within forty-five (45) days of receipt.

7. **Indemnification**

(a) Chloeta will indemnify and hold County harmless from any and all Losses caused by, resulting from, or alleging (i) gross negligence or willful misconduct of Chloeta or any employee or contractor of Chloeta, or (ii) any failure on the part of Chloeta to comply with its obligations under this Agreement and any particular SOW hereunder.

(b) The Parties agree that this Section 7 is the complete agreement between them with respect to any possible indemnification claim and waive their right to assert any common law indemnification or contribution claim against the other. The Parties each agree to promptly inform the other after its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice; provided, however, that the indemnitee shall have the right to approve the indemnitor's selection of counsel, such approval not to be unreasonably withheld. Additionally, the indemnification obligations of this Agreement are intended to comply with applicable laws. To the extent the indemnification provisions in this Agreement are found to violate any applicable law, or in the event any applicable law is enacted or amended so as to cause these provisions to be in violation therewith, this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by the applicable law, but not so as to exceed the express provisions in this Agreement.

8. **Independent Contractor.** In the performance of the Services, Chloeta shall be deemed to be an independent contractor. County shall designate the Services it desires to be performed and the ultimate results to be obtained but shall leave to Chloeta the methods and details of performance, County being interested only in the results obtained, and having no control over the manner and method of performance. It is the understanding and intention of the Parties that no relationship of master and servant, joint venture partner, agency or otherwise shall exist between County and Chloeta. Notwithstanding the foregoing: (a) County shall not be precluded from asserting any borrowed employer or statutory employer defense, exclusive remedy defense available to a premises owner, or other defenses that may exist, and (b) all Services shall meet the approval of County and shall be subject to the general right of inspection. Chloeta's employees are not entitled to participate in any of County's benefit plans or programs. County will not offer or promise any Chloeta employee compensation or benefits under any County-provided plan or program and will exclude Chloeta's employees from any County-provided plan or program.

9. **Miscellaneous**

(a) **Compliance with Law.** The Parties shall comply with all applicable federal, state, and local laws and regulations governing the Services, this Agreement, and their businesses generally.

(b) **Survival of Certain Provisions.** Except as expressly set forth herein, those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this



Agreement will remain in full force and effect and survive such termination or non-renewal.

(c) **Severability.** In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to affect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

(d) **Entire Agreement and Amendment.** This Agreement and the exhibits attached hereto contain the entire understanding between the Parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof. In the event of any conflict between the provisions hereof and any prior or subsequent oral or written work order, statement of work, purchase order, material requisition, invoice, or other agreement between the Parties, the provisions of the Agreement shall control, unless expressly modified by a subsequent written document specifying the particular areas to be revised and signed by each Party's duly authorized representative. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both Parties.

(e) **Interpretation.** The headings of the sections of this Agreement are inserted solely for the convenience of reference. The headings will in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

(f) **Waiver.** The failure of a Party to enforce the provisions of this Agreement will not be construed as a waiver of any provision or the right of such party thereafter to enforce any provision of this Agreement.

(g) **Assignment.** Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's prior written consent. Notwithstanding the foregoing, County may assign this Agreement to a subsidiary or to an affiliated entity under common control (common control meaning County has the ability to vote and control the actions of such subsidiary or affiliate). This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

(h) **Counterparts.** This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Oklahoma law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both Parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.



701 Cedar Lake Blvd, Suite 320
Oklahoma City, OK 73114

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chloeta.com

(i) **Notices.** Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to County: OTERO COUNTY, CO
411 N 10th Street
Rocky Ford, CO 81067
Attn: Danny Chavez
Email: cm@otcrogov.org

If to Chloeta: Chloeta Holdings, LLC
701 Cedar Lake Blvd, Suite 320
Oklahoma County, OK 73114
Attn: Chet Dodrill, Sr. Director, Contract Administration
Email: chet.dodrill@chloeta.com

Any change to the notice address listed above must be given to the other Party in the same manner as described in this Section 10(i). The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each Party agrees to maintain evidence of the respective notice method utilized.

(j) **Force Majeure.** Neither Party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Chloeta and/or County), fire, riot, war, terrorism, pandemic, acts of God or any other causes beyond the control of the non-performing party.

(k) **Choice of Law and Venue.** This Agreement will be governed in all respects, including validity, construction, interpretation and effect by the laws of the State of Colorado, without regard to its conflicts of law principles. The Parties hereto consent to the jurisdiction of any state or federal court in the district in which Otero County, Colorado, is located for the resolution of any dispute arising from this Agreement.

(l) **Insurance.**

(i) **Chloeta.** At all times during the term of this Agreement, Chloeta shall procure and maintain commercial general liability insurance covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. Chloeta shall also maintain professional liability insurance coverage on an occurrence basis for its employees and agents providing services hereunder with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Chloeta shall maintain Worker's Compensation coverage equal to statutory limits for its employees performing services pursuant to this Agreement. Upon request, Chloeta shall provide County a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.



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In the event Chloeta procures insurance coverage which is not on an occurrence basis, Chloeta shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain professional liability insurance coverage for any liability directly or indirectly resulting from the provision of Services pursuant to this Agreement by Chloeta or Chloeta's employees or agents, or acts or omissions of Chloeta or Chloeta's employees or agents, occurring in whole or in part during the term of this Agreement (hereinafter "**continuing coverage**"). Chloeta may procure such continuing coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the Effective Date of this Agreement, by obtaining an extended reporting endorsement applicable to the insurance coverage maintained by Chloeta during the term of this Agreement, or by such other methods acceptable to County.

(ii) **County.** At all times during the term of this Agreement, County shall procure and maintain commercial general liability insurance, or self-insurance, covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. County shall also maintain adequate property casualty and Worker's Compensation coverage.

(m) **Affirmative Action Statement.** County and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

(n) **Referrals.** The Parties acknowledge that none of the benefits granted to either Party hereunder are conditioned on any requirement that either Party make referrals or be in a position to make or influence referrals to, or otherwise generate business for, the other Party. The Parties further acknowledge that neither Party is restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of the other Party's choosing.

Signature page follows this page.



CHLOETA

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Oklahoma City, OK 73114

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IN WITNESS WHEREOF, this Agreement has been duly executed by authorized signatories of the Parties on the dates set forth below.

“CHLOETA” CHLOETA HOLDINGS, LLC, an Oklahoma Limited Liability Company

By: _____

Name: Chet Dodrill

Title: Sr. Director, Contract Administration

“COUNTY” OTERO COUNTY, CO

By: _____

Name: Rob Oquist

Title: Chairman, Otero County Board of County Commissioners



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EXHIBIT "A"

STATEMENT OF WORK

This SOW, effective as of the date set forth below, is incorporated in and shall be attached to that certain Master Services Agreement entered into by and between CHLOETA HOLDINGS, LLC, an Oklahoma limited liability Chloeta ("**Chloeta**") and OTERO COUNTY, CO ("**County**") as of 22 December 2025 (the "**Agreement**").

County and Chloeta are sometimes referred to herein individually as a "**Party**" and sometimes referred to herein collectively as the "**Parties**".

Effective Date: 22nd Day of December, 2025

Service Description/Scope: A. The proposed project will develop a Hazard Mitigation Plan (HMP) Update for Southeast Colorado All Hazards Region that meets the requirements of the Disaster Mitigation Act (DMA) of 2000, 44 CFR Part 201.6 and the most current Federal Emergency Management Agency (FEMA) "how-to" planning guidance. The plan will meet the most current FEMA and DHSEM Local Mitigation Plan Review Tool requirements. In addition, the plan will be aligned with the current State of Colorado Hazard Mitigation Plan.

B. This will be a multi-jurisdictional plan and all towns, municipalities and special districts in Southeast Colorado are encouraged to participate.

C. Southeast Colorado All Hazards Region, through Otero County as the fiscal agent, will procure a contractor with FEMA grant funds to facilitate the planning process, identify the data requirements, conduct research, develop and facilitate the public input process, document the planning process, produce the draft and final plan document, and facilitate the plan adoption process. The contractor will be responsible to the Southeast Colorado All Hazards Region for the following four stages: Organizing Resources; Hazard Identification and Risk Assessment (HIRA); Developing a Mitigation Strategy; and Plan Adoption, Monitoring & Evaluation. The contractor will maintain its project management role until FEMA approves the plan update. The contractor will assist the Southeast Colorado All Hazards Region, as necessary, with documentation for grant management, to include quarterly progress reports, reimbursements for contractual fees, and time spent towards eligible in-kind activities with participating jurisdiction representatives.

D. Plan Development Tasks. The proposed planning project has five tasks:

1) Task 1. Organize Resources. The plan will document the planning process used to develop the plan update and how the plan will be maintained within a five-year cycle, including the following information:

Exhibit "A": SOW



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a. Southeast Colorado All Hazards Region will establish a planning team to oversee the development of the plan. The planning team will include representatives from: participating jurisdictions; local elected officials; local, regional, and state agencies involved in hazard mitigation activities; agencies that have the authority to regulate development; neighboring communities; and other public, private, and non-profit interests.

b. Each jurisdiction's participation in the planning process and how they met FEMA's participation requirements.

c. An action plan, involving a variety of methods, for public involvement and comment during the plan development tasks and a public review/comment period. The plan will document both the process and results.

d. Which plans, studies, reports, and technical information were reviewed and incorporated. This could include local comprehensive plans, local ordinances, Capital Improvement Plans (CIPs), warning systems, Community Wildfire Protection Plans (CWPPs), public education initiatives, local building codes and zoning ordinances, Floodplain Management Plans, mitigation planning-type activities such as Risk MAP, and others.

e. A description of building codes, hazard overlay districts, zoning and subdivision codes, or other hazard mitigation measures currently in effect for each participating jurisdiction that has land use authority. Building code information shall include the version of the code and any local changes that may affect hazard mitigation.

f. A description of how the plan update incorporates Plan Assessment comments from the previous plan's Review Tool.

g. The participating jurisdictions' implementation and maintenance of the current plan since FEMA's approval.

h. How each jurisdiction will continue public participation and monitor, evaluate, and update the plan within a five-year cycle.

2) Task 2. Hazard Identification and Risk Assessment (HIRA). The updated plan will include an assessment of the changes in development in hazard prone areas and how the vulnerability of each jurisdiction has been affected. The updated plan will also include hazard events that have occurred and any other appropriate changes in data and analysis since the last plan was developed. The HIRA will include the following information, at a minimum: b) A review of and comments about all natural, human-caused, and technological hazards listed in the Colorado



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State Hazard Mitigation Plan (SHMP), with updated or new descriptions of those specific hazards that most affect or impact the participating jurisdictions.

c) Updated information on the location, extent, and previous occurrences of each hazard affecting each jurisdiction.

d) Updates on any hazard events that have occurred since the last plan date.

e) Updated information on the probability of future hazard events.

f) An overall summary for each jurisdiction's vulnerability to each hazard. Rate the impact, for example high, medium, or low and explain the rating system used and the process followed to achieve the ranking.

g) For each jurisdiction, describe in general each hazard's impact on buildings, infrastructure, critical facilities, the vulnerable population, and Lifelines, based upon FEMA's Lifeline Assessment Toolkit. Lifeline analysis should include ingress/egress challenges during hazard events.

h) Describe vulnerability in terms of types and numbers of National Flood Insurance Program (NFIP) insured properties, to include repetitive loss (RL) and severe repetitive loss (SRL) properties, located in the identified hazard areas. Include information regarding insured values and previous claims.

i) Include the most current FEMA Flood Insurance Rate Map (FIRM) in plan, if available.

j) Based on best available data, provide updated information on the vulnerability of existing and future buildings, infrastructure, critical facilities, and Lifelines for each jurisdiction. Specify the types and numbers of buildings, infrastructure, critical facilities, and Lifelines.

k) Based on best available data, provide estimated potential dollar losses to vulnerable structures and infrastructure, describing the methodology used to prepare the estimate.

l) Based on best available data, describe vulnerability in terms of land use and development trends.

m) Based on best available data, analyze the economic impacts from potential hazards.

n) Based on best available data, describe how potential climate adaptation may impact each jurisdiction's current and future vulnerability to specific hazards.



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o) Based on the Future Avoided Cost Explorer (<https://cwcb.colorado.gov/FACE>), an assessment or evaluation of potential losses from climate change associated with flood, drought, and wildfire.

3) Task 3. Develop a Mitigation Strategy. Each jurisdiction will participate in the development of a mitigation strategy that reflects the results of the risk assessment and includes the following: b) Document each jurisdiction's existing capabilities (authorities, policies, programs, and resources) related to hazard mitigation, and its ability to expand on and improve these existing tools. For Fire Protection Districts, additionally define their capabilities in terms of personnel, equipment, facilities, and water sources.

c) Overall goals for reducing risk in the planning area. The participating jurisdictions may also create objectives as part of the mitigation strategy. The plan will describe how the planning team reviewed, and if applicable, updated the goals and objectives.

d) The plan update will describe mitigation actions in the current plan, identifying which are complete, incomplete (and why), deleted, or continued for each jurisdiction.

e) Specific mitigation actions and projects to reduce the impacts identified in the risk assessment, with an emphasis on new and existing buildings, community lifeline assessments, and infrastructure for each jurisdiction. There must be new identifiable action items for each jurisdiction seeking adoption of the plan.

f) A description of each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate.

g) A description of each jurisdiction's compliance with the Colorado Rules and Regulations for Regulatory Floodplains (2 CCR 408-1).

h) A description of how the jurisdictions will prioritize and implement the mitigation actions identified for each jurisdiction.

4) Task 4. Plan Adoption, Monitoring, and Evaluation. The plan will describe a process for adopting, monitoring, and evaluating this plan update, to include: a) The method and schedule for monitoring and evaluating the plan, including progress on action items, updates to the HIRA or mitigation goals and objectives, and adding new mitigation actions before the next plan update.

b) The process to incorporate the mitigation plan into other local planning mechanisms for each jurisdiction, and how the previous mitigation plan



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elements were incorporated into the same.

c) A strategy for continued public participation.

d) Otero County will submit the draft plan and completed FEMA Local Mitigation Plan Review Tool to the DHSEM Mitigation Planning Team for review of compliance with FEMA HMP requirements. DHSEM will forward the plan to FEMA Region VIII for review and Approvable Pending Adoption (APA) status. The contractor will make revisions to the plan as required by DHSEM and FEMA (*Note- These changes may be required after final payment is made to the contractor in order to maximize the grant award, but final payment does not relieve the contractor of delivery of a FEMA approved plan*). Upon receiving APA status, all participating jurisdictions will formally adopt the plan and provide their resolutions of adoption to DHSEM within three months. DHSEM will provide local resolutions to FEMA for final plan approval.

e) Posting the FEMA-approved plan, FEMA approval packet, and all local adoptions to the Otero County website within three months of FEMA's approval date.

Term:

The period during which Chloeta shall perform the Services shall commence on the 22nd day of December 2025 and shall terminate on the 31st Day of December 2026 (the "**SOW Term**"). However, both Parties shall recognize the possibility that the SOW Term may be revised based on County's or Chloeta's circumstances or other situations that may arise. Further, any extension of the SOW Term beyond 31 December 2026 be determined upon consultation between the Parties and shall be agreed upon in writing.

The initial draft of the plan will be submitted to the County on or before 01 February 2026. The second draft of the plan with updated content from the public review will be submitted to the County on or before 01 April 2026. The final draft for submission to DHSEM will be submitted to the County on or before 15 May 2026.

Fees:

Chloeta will invoice for this project monthly based upon percentage of the project completed, not to exceed **\$69,273.49**.

Invoice and Payment:

Pursuant to section 5(a) of the Services Agreement entered into between the parties, Chloeta will invoice County monthly, and payment from County will be due within thirty (30) days of receipt of such invoice. County will pay interest to Chloeta for any balance unpaid after thirty (30) days at a rate of one and one-half percent (1.5%) per month on the outstanding balance due or at the highest rate of interest allowed by law, whichever is less. In the event that Chloeta is required to incur business

Exhibit "A": SOW



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expenses for the Services, such expenses will be presented to County, and upon County's approval, Chloeta will be reimbursed by County in an amount equal to the pre-approved expenses incurred.

Additional Services:

Any additional services shall be separately requested in writing by County and separately invoiced by Chloeta in accordance with the terms agreed to and acknowledged by the Parties in a separate written Agreement.

"CHLOETA"

CHLOETA HOLDINGS, LLC, an Oklahoma Limited Liability Company

By: _____

Name: Chet Dodrill

Title: Sr. Director, Contract Administration

"COUNTY"

OTERO COUNTY, CO

By: _____

Name: Rob Oquist

Title: Chairman, Otero County Board of Commissioners

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this SOW, effective on the Effective Date set forth above.

Exhibit "A": SOW

**MEMORANDUM OF UNDERSTANDING
FOR THE ESTABLISHMENT OF THE
SOUTHERN COLORADO INTEGRATED HEALTH CONSORTIUM**

This Memorandum of Understanding (MOU) is between the following parties:

- Colorado Office of eHealth Innovation (OeHI)
- Colorado State University Extension (CSU-Extension)
- High Plains Research Network (HPRN)
- Arkansas Valley Regional Medical Center
- Otero County
- Valley-Wide Health Systems, Inc. (Valley-Wide)

The parties have agreed to apply for grant funding through the US Department of Health and Human Services, Health Resources and Services Administration, Office of Rural Health Policy, Community-Based Division, Rural Health Care Services Outreach Program (HRSA-25-038). The overall purpose of the grant will be to improve outreach efforts and patient engagement through a strong consortium, to improve population health, and to demonstrate improved health outcomes and sustainability.

The parties listed above mutually agree to serve as members of the Southern Colorado Integrated Health Consortium and agree to the following:

Project Activities: Each consortium member will be actively engaged in the project and will collaborate as partners to carry out the following activities:

- 1) Collect data to understand patients' social determinants/drivers of health (SDOH) using the Protocol for Responding to and Assessing Patient's Assets, Risks, and Experiences (PRAPARE®) standardized social risk assessment tool and develop processes for addressing the social drivers at the patient and population levels.
- 2) Implement effective strategies to expand access to safety net behavioral health services, provide face-to-face translation via video, enhance patient engagement through a streamlined feedback avenue, simplify administrative paperwork, and orient new patients to their medical home; we aim to increase patient satisfaction and retention, enhance adherence, strengthen patient-provider relationships, and improve quality of care.
- 3) Provide access to suicide prevention trainings including Changing Our Mental & Emotional Trajectory (COMET™), Counseling on Access to Lethal Means (CALM), Colorado Gun Shop Project (GSP), Mental Health First Aid (MHFA) and Lock to Live, and offering each training to all 14 counties in the Valley-Wide service area.

Primary Goals: The consortium members agree that the following are the primary goals of the project:

- Expand access to health care in rural communities
- Improve the delivery of health care services
- Strengthen resources and capacity in rural communities through a collaborative consortium

Measurable Outcomes: The consortium members agree to contribute to data collection, performance measurement activities, and other measures, as HRSA requires, for identified project activities.

Other Roles and Responsibilities:

- Valley-Wide will serve as the grantee, lead applicant organization, and fiscal agent.
- Valley-Wide will provide a 1.0 FTE Project Director, funded by the grant, to direct and monitor the project and assist with administrative and programmatic functions.
- CSU Extension will share its community connections to help introduce interventions into the communities and provide regional space to host small training and meetings.
- The Colorado Office of eHealth Innovation will help identify organizations interested in hosting outreach events in which the PRAPARE Tool can be implemented. They will also identify relevant technologies to assist with program delivery and success.
- Arkansas Valley Regional Medical Center will assist with the SDOH review and help guide suicide prevention efforts as part of their most recent needs assessment.
- High Plains Research Network will complete an evaluation of the training provided to help determine which training supports the service area most effectively.
- Each consortium member will designate a primary and secondary point of contact who will contribute to identified projects.
- Each consortium member will attend two two-hour project orientation/kick-off meetings, followed by one-hour consortium meetings every other month.
- Each consortium member will share information and data and contribute materials to inform the development of resources or interventions related to the project areas.
- Each consortium member will contribute to developing a strategic plan to guide program development throughout performance and beyond.
- Each consortium member will contribute to developing a plan for the project's long-term sustainability.

This Memorandum of Understanding will be valid from December 1, 2025, throughout the Rural Health Care Services Outreach Program Grant. Revisions or termination may be made at any time with written notice to all parties.

Approved and Dated By:

Ashley Heathfield
Telehealth & Digital Senior Project Manager
Colorado Office of eHealth Innovation

Date

Jeremy McNeely, Southern Region Director
Colorado State University Extension

Date

Linda Zittleman, Co-Director
High Plains Research Network

Date

Ron Hogan, CEO
Arkansas Valley Regional Medical Center

Date

Rob Oquist, Chair
Board of County Commissioners
Otero County

Date

Jania Arnoldi, PhD, MBA, President/CEO
Valley-Wide Health Systems, Inc.

Date

WHEREAS, implementing the CWRC would require Otero County to create or update building codes, establish compliance programs, and hire staff, with estimated costs exceeding \$150,000 in start-up expenses and \$85,000 annually; imposing a significant fiscal burden on the County without State reimbursement; and

WHEREAS, such implementation does not align with Otero County's commitment to maintaining a business-friendly environment, supporting affordable housing, and exercising local control over land use; and

WHEREAS, Otero County remains committed to collaborating with state leadership while safeguarding its financial integrity and statutory authority; and

WHEREAS, C.R.S. § 29-1-304.5(1) provides that any unfunded mandate on a local government that is not reimbursed by the State shall be considered optional for the local government.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO, THAT:

1. **Affirmation of prior resolution.** The Board reaffirms Resolution 2025-16, opposing unfunded mandates and affirming local control under C.R.S. § 29-1-304.5.
2. **Declaration of unfunded mandate.** The Board declares that implementation of the CWRC constitutes an unfunded mandate, with no State reimbursement provided.
3. **Exercise of statutory rights.** Pursuant to C.R.S. § 29-1-304.5(1), Otero County considers implementation of the CWRC optional.
4. **Retention of local control.** Otero County retains full authority over land use and building regulations to protect local interests and maintain affordability.
5. **Non-implementation.** Otero County shall not implement the CWRC unless and until adequate State funding is provided.
6. **Notification.** County staff shall transmit a certified copy of this Resolution to the Governor, Senate President, and House Speaker within ten (10) business days of adoption, via certified mail and email.

This Resolution shall take effect immediately upon adoption.

Adopted this 22nd day of December 2025.

ATTEST:

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

Holly Huerta-Hudak, Deputy Clerk

Rob Oquist, Chairman

Tim Knabenshue, Commissioner

Jim Baldwin, Commissioner

WHEREAS, implementing the CWRC would require Otero County to create or update building codes, establish compliance programs, and hire staff, with estimated costs exceeding \$150,000 in start-up expenses and \$85,000 annually; imposing a significant fiscal burden on the County without State reimbursement; and

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1. **Affirmation of prior resolution.** The Board reaffirms Resolution 2025-16, opposing unfunded mandates and affirming local control under C.R.S. § 29-1-304.5.
2. **Declaration of unfunded mandate.** The Board declares that implementation of the CWRC constitutes an unfunded mandate, with no State reimbursement provided.
3. **Exercise of statutory rights.** Pursuant to C.R.S. § 29-1-304.5(1), Otero County considers implementation of the CWRC optional.
4. **Retention of local control.** Otero County retains full authority over land use and building regulations to protect local interests and maintain affordability.
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BOARD OF COUNTY COMMISSIONERS OF
OTERO COUNTY, STATE OF COLORADO:

Holly Huerta-Hudak, Deputy Clerk

Rob Oquist, Chairman

Tim Knabenshue, Commissioner

Jim Baldwin, Commissioner

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 Monday, the 22nd day of December, A.D. 2025, there were present:

- Rob Oquist, Chairman
- Tim Knabenshue, Commissioner
- Jim Baldwin, Commissioner
- Holly Huerta-Hudak, Deputy Clerk to the Board
- Kaysie Schmidt, County Administrator

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

RESOLUTION #2025-26

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO, OPPOSING THE COLORADO PUC “CLEAN HEAT” NATURAL GAS PHASE-OUT AND ADVOCATING FOR ENERGY CHOICE AND AFFORDABILITY

WHEREAS, on December 2, 2025, the Colorado Public Utilities Commission (PUC) finalized a “Clean Heat” framework requiring major gas utilities to reduce emissions 41% by 2030 and fully decarbonize building heating by 2050, effectively pressuring households and businesses to replace natural-gas furnaces with electric heat pumps and appliances; and

WHEREAS, Otero County values energy diversity, affordability, and reliability as essential to the health, safety, and economic stability of its residents and businesses; and

WHEREAS, Otero County faces persistent economic challenges, with a significant percentage of residents living below the federal poverty line—many above the statewide average—and is consistently ranked among the lowest in Colorado on the Human Development Index; and

WHEREAS, mandated electrification imposes high upfront costs that rural families cannot absorb, including \$8,900–\$14,600 for cold-climate heat pump installation, plus electrical panel and wiring upgrades, creating additional barriers for low-income households; and

WHEREAS, heat pumps often fail to provide reliable heating in extreme cold, forcing families to rely on costly backup systems and increasing safety risks during winter emergencies; and

WHEREAS, large-scale electrification threatens grid reliability, requiring massive infrastructure upgrades, raising utility costs, and increasing blackout risks during peak demand—burdens that fall disproportionately on rural and economically constrained counties; and

WHEREAS, a one-size-fits-all mandate ignores differences in income, housing stock, infrastructure, and climate across Colorado, placing unfair burdens on rural counties such as Otero; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO, THAT:

The Board urges that any statewide decarbonization policy must:

1. **Provide** meaningful exemptions, grants, and financial assistance for low-income and rural households;
2. **Allow** continued use of natural-gas furnaces or dual-fuel systems where heat pumps are impractical or unreliable;
3. **Include** a full assessment of grid capacity, true upgrade costs, and winter reliability before any enforced electrification;
4. **Respect** consumer choice and local circumstances, ensuring rural counties are not unfairly burdened; and
5. **Engage** counties in meaningful consultation before implementing mandates that affect local economies and residents.

BE IT FURTHER RESOLVED that this resolution shall be transmitted to the Governor of Colorado, the Colorado Public Utilities Commission, and Otero County’s legislative delegation to advocate for fair and practical energy policies.

Adopted this 22nd day of December 2025.

ATTEST:

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

Holly Huerta-Hudak, Deputy Clerk

Rob Oquist, Chairman

Tim Knabenshue, Commissioner

Jim Baldwin, Commissioner

**PUBLIC TRUSTEE REPORT
3RD QUARTER REPORT
2025**

INCOME

RELEASES:

Manual	25 @ \$	30.00 \$	750.00
Electronic	106 @ \$	30.00 \$	3,180.00

FORECLOSURES

New	14 @ \$	300.00 \$	4,200.00
Redemptions	0 @ \$	50.00 \$	-
Restarts	0 @ \$	75.00 \$	-
Deeds Issued	5 @ \$	60.00 \$	300.00
Withdrawals	1 @ \$	70.00 \$	70.00
3rd Party Bidders Fee	0 @ \$	300.00 \$	-
Postage & Copies			365.00
E File Recording	14 @ \$	20.00 \$	280.00
E-Fee	14 @ \$	100.00 \$	1,400.00
Publishing	10 @ \$	220.00 \$	2,200.00
Publishing	0 @ \$	140.00 \$	-
Publishing	0 @ \$	105.00 \$	-
Publishing	0 @ \$	60.00 \$	-
Savings credit			\$
Interest Earned	@		\$
Interest Earned Savings Account deposit from savings to balance			7.89

TOTAL INCOME **\$ 12,752.89**

EXPENSES

Publishing	0 @ \$	60.00 \$	-
Publishing	0 @ \$	105.00 \$	-
Publishing	0 @ \$	140.00 \$	-
Publishing	10 @ \$	220.00 \$	2,200.00
P.T. Fees			3,000.00
Legal Fees			156.00
E-Fee	14 @ \$	100.00 \$	1,400.00
E-file Recording	14 @ \$	20.00 \$	280.00
Envelopes & Postage	0 @ \$	420.50 \$	-
Newspaper Subscription 1 yr	0 @ \$	- \$	-
Public Trustee Dues	0 @ \$	- \$	-
Misc Checks			
Back to savings			\$

TOTAL EXPENSES **\$ 7,036.00**

TOTAL TO COUNTY TREASURER **\$ 5,716.89**


OL JONES PUBLIC TRUSTEE

<u>Law Firm Name</u>	<u>Foreclosure #:</u>	<u>Trans Date</u>	<u>Attorney File</u>	<u>Fee Type</u>	<u>Chg Amt</u>	<u>Pay. Amt</u>
IDEA LAW GROUP, LLC	25-012	07/23/2025	48187057	3rd Party sale	\$300.00	\$0.00
Janeway Law Firm, P.C.	25-016	09/03/2025	25-034717	3rd Party sale	\$300.00	\$0.00
					\$600.00	
IDEA LAW GROUP, LLC	25-012	07/23/2025	48187057	COP Clerk	\$43.00	\$0.00
Janeway Law Firm, P.C.	25-007	07/02/2025	25-034164	COP Clerk	\$43.00	\$0.00
Janeway Law Firm, P.C.	25-016	09/03/2025	25-034717	COP Clerk	\$43.00	\$0.00
McCarthy Holthus, LLP	25-006	07/02/2025	CO-25-100694	COP Clerk	\$43.00	\$0.00
McCarthy Holthus, LLP	25-013	09/10/2025	CO-25-100848	COP Clerk	\$43.00	\$0.00
McCarthy Holthus, LLP	25-018	09/24/2025	CO-25-101066	COP Clerk	\$43.00	\$0.00
Randall S. Miller & Associates PC	25-010	08/27/2025	25CO00132-1	COP Clerk	\$43.00	\$0.00
					\$301.00	
Janeway Law Firm, P.C.	25-022	08/19/2025	25-035323	Cure Deposit	\$0.00	\$11,831.79
						\$11,831.79
Janeway Law Firm, P.C.	25-022	08/27/2025	25-035323	Cure Fee or Wdrl Fi	\$70.00	\$0.00
					\$70.00	
Janeway Law Firm, P.C.	25-022	08/27/2025	25-035323	Cure PayOut	\$11,128.77	\$0.00
					\$11,128.77	
Halliday, Watkins & Mann, P.C.	25-023	08/06/2025	CO#023562	DEPOSIT	\$0.00	\$950.00
Halliday, Watkins & Mann, P.C.	25-024	08/06/2025	CO23574	DEPOSIT	\$0.00	\$950.00
Halliday, Watkins & Mann, P.C.	25-025	08/06/2025	CO23583	DEPOSIT	\$0.00	\$950.00
Halliday, Watkins & Mann, P.C.	25-026	08/06/2025	CO23595	DEPOSIT	\$0.00	\$950.00
Halliday, Watkins & Mann, P.C.	25-029	08/21/2025	CO23701	DEPOSIT	\$0.00	\$950.00
Halliday, Watkins & Mann, P.C.	25-031	09/08/2025	CO25356	DEPOSIT	\$0.00	\$950.00
Halliday, Watkins & Mann, P.C.	25-033	09/15/2025	CO23553	DEPOSIT	\$0.00	\$950.00
Halliday, Watkins & Mann, P.C.	25-034	09/15/2025	CO23528	DEPOSIT	\$0.00	\$900.00
Halliday, Watkins & Mann, P.C.	25-035	09/24/2025	CO23536	DEPOSIT	\$0.00	\$950.00
Janeway Law Firm, P.C.	25-022	08/01/2025	25-035323	DEPOSIT	\$0.00	\$950.00
Janeway Law Firm, P.C.	25-030	09/04/2025	25-035578	DEPOSIT	\$0.00	\$950.00
Janeway Law Firm, P.C.	25-032	09/10/2025	23-030849	DEPOSIT	\$0.00	\$950.00
McCarthy Holthus, LLP	25-006	07/07/2025	CO-25-100694	DEPOSIT	\$0.00	\$179.00
Messner & Reeves LLC	25-028	08/13/2025	10058.0139/25-	DEPOSIT	\$0.00	\$900.00
Randall S. Miller & Associates PC	25-010	09/03/2025	25CO00132-1	DEPOSIT	\$0.00	\$26.00
Randall S. Miller & Associates PC	25-027	08/11/2025	25CO00434-1	DEPOSIT	\$0.00	\$800.00
						\$13,255.00
Halliday, Watkins & Mann, P.C.	25-023	08/06/2025	CO#023562	e Fee	\$100.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-024	08/06/2025	CO23574	e Fee	\$100.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-025	08/06/2025	CO23583	e Fee	\$100.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-026	08/06/2025	CO23595	e Fee	\$100.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-029	08/22/2025	CO23701	e Fee	\$100.00	\$0.00

<u>Law Firm Name</u>	<u>Foreclosure #</u>	<u>Trans Date</u>	<u>Attorney File</u>	<u>Fee Type</u>	<u>Chg Amt</u>	<u>Pay. Amt</u>
IDEA LAW GROUP, LLC	25-012	07/25/2025	48187057	Payout	\$7,480.62	\$0.00
Janeway Law Firm, P.C.	25-016	09/04/2025	25-034717	Payout	\$49,922.51	\$0.00
					\$57,403.13	
Halliday, Watkins & Mann, P.C.	25-023	08/06/2025	CO#023562	Postage & Copies	\$42.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-024	08/06/2025	CO23574	Postage & Copies	\$20.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-025	08/06/2025	CO23583	Postage & Copies	\$33.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-026	08/06/2025	CO23595	Postage & Copies	\$36.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-029	08/21/2025	CO23701	Postage & Copies	\$28.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-031	09/08/2025	CO25356	Postage & Copies	\$20.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-033	09/15/2025	CO23553	Postage & Copies	\$25.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-034	09/16/2025	CO23528	Postage & Copies	\$32.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-035	09/24/2025	CO23536	Postage & Copies	\$20.00	\$0.00
Janeway Law Firm, P.C.	25-022	08/01/2025	25-035323	Postage & Copies	\$30.00	\$0.00
Janeway Law Firm, P.C.	25-030	09/04/2025	25-035578	Postage & Copies	\$0.00	\$0.00
Janeway Law Firm, P.C.	25-032	09/10/2025	23-030849	Postage & Copies	\$27.00	\$0.00
Messner & Reeves LLC	25-028	08/13/2025	10058.0139/25-	Postage & Copies	\$25.00	\$0.00
Randall S. Miller & Associates PC	25-027	08/11/2025	25CO00434-1	Postage & Copies	\$27.00	\$0.00
					\$365.00	
Halliday, Watkins & Mann, P.C.	25-023	08/06/2025	CO#023562	PT Fee	\$300.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-024	08/06/2025	CO23574	PT Fee	\$300.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-025	08/06/2025	CO23583	PT Fee	\$300.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-026	08/06/2025	CO23595	PT Fee	\$300.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-029	08/22/2025	CO23701	PT Fee	\$300.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-031	09/08/2025	CO25356	PT Fee	\$300.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-033	09/15/2025	CO23553	PT Fee	\$300.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-034	09/16/2025	CO23528	PT Fee	\$300.00	\$0.00
Halliday, Watkins & Mann, P.C.	25-035	09/24/2025	CO23536	PT Fee	\$300.00	\$0.00
Janeway Law Firm, P.C.	25-022	08/01/2025	25-035323	PT Fee	\$300.00	\$0.00
Janeway Law Firm, P.C.	25-030	09/04/2025	25-035578	PT Fee	\$300.00	\$0.00
Janeway Law Firm, P.C.	25-032	09/10/2025	23-030849	PT Fee	\$300.00	\$0.00
Messner & Reeves LLC	25-028	08/13/2025	10058.0139/25-	PT Fee	\$300.00	\$0.00
Randall S. Miller & Associates PC	25-027	08/11/2025	25CO00434-1	PT Fee	\$300.00	\$0.00
					\$4,200.00	
IDEA LAW GROUP, LLC	25-012	08/06/2025	48187057	PTD CLERK	\$43.00	\$0.00
Janeway Law Firm, P.C.	25-007	07/23/2025	25-034164	PTD CLERK	\$43.00	\$0.00
Janeway Law Firm, P.C.	25-016	09/16/2025	25-034717	PTD CLERK	\$43.00	\$0.00
McCarthy Holthus, LLP	25-006	07/28/2025	CO-25-100694	PTD CLERK	\$43.00	\$0.00
Randall S. Miller & Associates PC	25-010	09/10/2025	25CO00132-1	PTD CLERK	\$43.00	\$0.00
					\$215.00	

<u>Law Firm Name</u>	<u>Foreclosure #</u>	<u>Trans Date</u>	<u>Attorney File</u>	<u>Fee Type</u>	<u>Chg Amt</u>	<u>Pay. Amt</u>
IDEA LAW GROUP, LLC	25-012	08/06/2025	48187057	PTD FEE	\$60.00	\$0.00
Janeway Law Firm, P.C.	25-007	07/23/2025	25-034164	PTD FEE	\$60.00	\$0.00
Janeway Law Firm, P.C.	25-016	09/16/2025	25-034717	PTD FEE	\$60.00	\$0.00
McCarthy Holthus, LLP	25-006	07/28/2025	CO-25-100694	PTD FEE	\$60.00	\$0.00
Randall S. Miller & Associates PC	25-010	09/10/2025	25CO00132-1	PTD FEE	\$60.00	\$0.00
					\$300.00	
Halliday, Watkins & Mann, P.C.	25-017	09/09/2025	CO24760	Publishing-RF	\$220.00	\$0.00
IDEA LAW GROUP, LLC	25-012	07/28/2025	48187057	Publishing-RF	\$220.00	\$0.00
Janeway Law Firm, P.C.	25-007	07/28/2025	25-034164	Publishing-RF	\$220.00	\$0.00
Janeway Law Firm, P.C.	25-008	07/28/2025	24-033738	Publishing-RF	\$220.00	\$0.00
Janeway Law Firm, P.C.	25-016	09/09/2025	25-034717	Publishing-RF	\$220.00	\$0.00
McCarthy Holthus, LLP	25-006	07/28/2025	CO-25-100694	Publishing-RF	\$220.00	\$0.00
McCarthy Holthus, LLP	25-013	08/11/2025	CO-25-100848	Publishing-RF	\$220.00	\$0.00
McCarthy Holthus, LLP	25-014	08/11/2025	CO-25-101278	Publishing-RF	\$220.00	\$0.00
McCarthy Holthus, LLP	25-018	09/09/2025	CO-25-101066	Publishing-RF	\$220.00	\$0.00
Randall S. Miller & Associates PC	25-010	07/28/2025	25CO00132-1	Publishing-RF	\$220.00	\$0.00
					\$2,200.00	
Barrett Frappier & Weissennan L.L.P	25-003	07/25/2025	000000103485	REFUND	\$900.00	\$0.00
IDEA LAW GROUP, LLC	25-012	07/25/2025	48187057	REFUND	\$76.00	\$0.00
Janeway Law Firm, P.C.	25-007	08/25/2025	25-034164	REFUND	\$115.00	\$0.00
Janeway Law Firm, P.C.	25-016	09/04/2025	25-034717	REFUND	\$107.00	\$0.00
Janeway Law Firm, P.C.	25-022	08/27/2025	25-035323	REFUND	\$1,047.02	\$0.00
					\$2,245.02	
Janeway Law Firm, P.C.	25-022	08/27/2025	25-035323	WDRL Clerk	\$43.00	\$0.00
					\$43.00	

OTERO COUNTY SALES TAX REPORT

October 2025



COLLECTED BY COUNTY	\$	28,685	
COLLECTED BY STATE	\$	185,577	
TOTAL COLLECTED	\$	214,262	Received in December 2025

	2020	2021	2022	2023	2024	2025	2025 Budget Forecast	FY2024 vs FY2025			FY2024
								(+/-)	Monthly % of Change	Cumm. % of Change	Cumm. % of Change
JANUARY	164,205	169,972	182,983	189,563	189,232	203,223	200,000	13,991	7%	7%	0%
FEBRUARY	155,565	172,204	192,216	189,406	204,819	204,865	200,000	46	0%	4%	4%
MARCH	148,242	240,999	210,892	217,619	232,765	247,126	200,000	14,361	6%	5%	5%
APRIL	176,370	222,632	214,762	224,963	233,125	234,134	200,000	1,009	0%	3%	4%
MAY	209,430	222,410	224,856	230,836	233,889	232,904	200,000	(985)	0%	3%	4%
JUNE	200,329	239,552	216,893	229,251	224,587	237,078	200,000	12,491	6%	3%	3%
JULY	195,468	208,403	219,463	219,497	230,255	232,470	200,000	2,215	1%	3%	3%
AUGUST	182,048	212,061	224,780	228,199	229,338	240,283	200,000	10,945	5%	3%	3%
SEPTEMBER	188,993	203,687	223,680	232,592	217,831	230,107	200,000	12,276	6%	3%	2%
OCTOBER	172,510	216,643	228,498	224,872	210,971	214,262	200,000	3,291	2%	3%	1%
NOVEMBER	172,426	203,386	199,965	224,198	208,339		200,000				0%
DECEMBER	209,095	216,381	235,641	224,283	261,747		200,000				2%
ACTUAL:	2,174,680	2,528,330	2,574,629	2,635,281	2,676,898	2,276,452	2,400,000	69,640			
BUDGET:	1,743,239	1,847,833	2,300,000	2,300,000	2,400,000	2,400,000					

Otero County 2025 Sales Tax Report

