

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
DECEMBER 5, 2023**

8:00 a.m. Mark Dorenkamp, Road & Bridge Supervisor
- Update (*Hickory House Restaurant*)

**COMMISSIONERS' BOARD ROOM, 2nd FLOOR OF COURTHOUSE
301 S. MAIN STREET, LAMAR, CO 81052**

WORK SESSION

9:30 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

10:00 a.m. Gary Harbert, Veterans' Service Officer
- County VSO Monthly Report and Certification of Pay

10:15 a.m. BOCC
- Updates

10:30 a.m. Pete Hernandez, PC Consolidated Return Mail Center Director
- CRMC update

10:45 a.m. Pete Hernandez, Overflow Processing Center Director
- OPC update

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of November 21, 2023 Meeting Minutes

PUBLIC APPEARANCES

- Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three-minute limitation.

1:05 p.m. Michael Yerman, MyRuralPlanner
 - Regional Housing Authority IGA

1:10 p.m. Michelle Hiigel, Land Use Administrator
 - Public Hearing Re: Adoption of Amendments to Prowers County Zoning Regulations with additions to Minor Entertainment Events, Medical Clinics, Battery Energy Storage System Zoning Regulations, and Prowers County Re-Subdivision Regulations.

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to Part I, Coroner Budget, Part II, CIC Contract, and Part III, Tri-State Litigation matter.

ACTION ITEMS:

1. Consider approval of a Resolution amending Prowers County Land Use Regulations by adding Supplementary Regulations for Minor Entertainment Events; adding Medical Clinics; amending Re-Subdivision Regulations; and adding Battery Energy Storage System Regulations.
2. Consider approval of a Resolution amending Prowers County Land Use Regulations for Resolution No. 2022-21.
3. Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – November 2023.
4. Consider approval of Acknowledgement by the BOCC regarding a Special Events Liquor Permit issued to BPOE Lodge Elks for the USA Lodge No. 1319, event scheduled for November 18, 2023.
5. Consider approval of 2024 Ambulance License, Number 2024- 1, and Permit Numbers, 2024-11, and 2024-12, 2024-13, and 2024-14 for Lamar Ambulance Service.
6. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Vaquero's Saddle Club, eight (8) events scheduled between March 23 – October 26, 2024.
7. Consider ratifying 11-20-2023 email poll approval of General Fund Payroll, Payroll/AP, and JBBS, all presented in the amount of \$967,391.74 with a Certification date of 11-27-23 and authorizing the use of the Commissioner's signature stamps.
8. Consider approval of Drug and Alcohol Policy for Prowers Area Transit and Prowers County Road and Bridge covering FTA and FMCSA Safety Sensitive individuals, with the adoption date of December 5, 2023.
9. Consider approval of 2024 Prowers County Holidays.
10. Consider approval of Intergovernmental Agreement between Prowers County, Baca County, Bent County, Crowley County, Kiowa County, and Otero County establishing the Southeast Colorado Regional Housing Authority and naming Southeast Colorado Enterprise Development, Inc (SECED) as the Managing Agency of the Regional Housing Authority, effective on the date the last County signs the IGA.
11. Consider ratifying 11-28-2023 email poll approval of a Letter of Support sent to Colorado Public Utilities Commission regarding Xcel Energy's Colorado Clean Energy Plan 120 Day Report for several future energy development projects in Colorado and authorizing the use of the Commissioner's signature stamps.
12. Consider approval of 2024 Prowers County Commissioner Meeting Dates.

PREVIOUSLY TABLED ACTION ITEMS:

- None

NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.

If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/5/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 11/28/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider Approval of a Resolution amending Prowers County Land Use Regulations by adding Supplementary Regulations for Minor Entertainment Events; adding Medical Clinics; amending Re-Subdivision Regulations; and adding Battery Energy Storage System Regulations.

Justification or Background:

Amending the Prowers County Regulations with the addition of Minor Entertainment Events, Medical Clinics, Battery Energy Storage System Regulations, and amending Re-Subdivision Regulations.

Fiscal Impact: N/A

Approved by the County Attorney on:

Additional Approvals (if required):

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!



PROWERS COUNTY LAND USE

1001 SOUTH MAIN STREET

LAMAR, CO 81052

PHONE: 719-336-8988 FAX: 719-336-9763

LANDUSE@PROWERSCOUNTY.NET

NOTICE OF PUBLIC HEARING

The Prowers County Planning Commission hereby gives notice that a public hearing will be held at 8:00 a.m., October 11, 2023 in the Prowers County Annex Mezzanine, 1001 South Main Street, Lamar, Colorado, concerning the adoption of amendments to Section 2 through Section 11, and Section 18-addition of Minor Entertainment Events, Medical Clinics, and Battery Energy Storage Systems of the Prowers County Zoning Regulations, and an amendment to of the Prowers County Subdivision Regulations Section VIII-Re-subdivision Procedures.

Additional information on the amendments is available for review at the Prowers County Land Use Office 1001 South Main Street, Lamar, Colorado. Any questions concerning the amendments can be directed to Michelle Hiigel, Prowers County Land Use Administrator at 719-336-8988.

All interested parties, either in favor or against, are invited to make their appearance at this time.

Planning Commission Chair
Richard Widener



THOMAS GRASMICK
FIRST DISTRICT

Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

NOTICE OF PUBLIC HEARING

The Prowers County Board of County Commissioners hereby gives notice that a public hearing will be held at 1:10 p.m., December 5, 2023 in the Board of County Commissioners Boardroom, 301 South Main Street, Lamar, Colorado, concerning the adoption of amendments to the Prowers County Zoning Regulations with the addition of Minor Entertainment Events as a Use by Special Review, the addition of Medical Clinics as a Use by Special Review, the addition of Battery Energy Storage Systems zoning regulations, and amending the Re-subdivision Procedures in the Prowers County Subdivision Regulations.

Additional information on the amendments is available for review at the Prowers County Land Use Office 1001 South Main Street, Lamar, Colorado. Any questions concerning the amendments can be directed to Michelle Hiigel, Prowers County Land Use Administrator at 719-336-8988 or Mark Westhoff, County Administrator at 719-336-8029.

All interested parties, either in favor or against, are invited to make their appearance at this time.

Prowers County Board of County Commissioners
Ron Cook, Chair

RESOLUTION NO. 2023-_____

BOARD OF COUNTY COMMISSIONERS
COUNTY OF PROWERS, STATE OF COLORADO

A RESOLUTION AMENDING PROWERS COUNTY LAND USE REGULATIONS BY ADDING SUPPLEMENTARY REGULATIONS FOR MINOR ENTERTAINMENT EVENTS; AND ADDING MEDICAL CLINICS; AND AMENDING RE-SUBDIVISION PROCEDURES OF THE PROWERS COUNTY SUBDIVISION REGULATIONS; AND ADDING BATTERY ENERGY STORAGE SYSTEM REGULATIONS

WHEREAS, pursuant to C.R.S. §30-11-103 and 30-11-107(1)(e), the Board of County Commissioners of Prowers County, Colorado (hereinafter “Board” or “County”), has the legislative authority to manage the business and concerns of the County and to exercise such other and further powers as are conferred by law when deemed by the Board to be in the interests of the County and its residents; and

WHEREAS, the Board is further authorized by *inter alia*, C.R.S. §§30-28-101, *et seq.*, C.R.S. §§30-28-201, *et seq.*, and C.R.S. §§29-20-101, *et seq.*, to adopt regulations for the protection of the public health, safety and welfare of its residents; and

WHEREAS, Section 14-Amendment of the Prowers County Zoning Regulations (the “Regulations”) all the Regulations to be changed whenever the public necessity, health, safety, general welfare and/or good zoning practices justify such action; and

WHEREAS, amendments to the Regulations (the “Amendments”) were initiated by the Prowers County staff; and

WHEREAS, on September 13, 2023, the Prowers County Planning Commission (the “Planning Commission”) caused a notice to be published in the Lamar Ledger with the Amendments on September 28, 2023 and setting a public hearing on October 11, 2023; and

WHEREAS, the proposed amendments, with suggested changes as discussed at the public hearing, at which hearing the various witnesses were heard and exhibits were presented for the Planning Commission’s consideration, and testimony was taken from County Staff and any and all persons desiring to appear and give such testimony and present evidence, were recommended to the Board by the Planning Commission on October 11, 2023; and

WHEREAS, on December 5, 2023, the Board conducted a public hearing to consider amending the Regulations as advertised, at which hearing various witnesses were heard and exhibits were presented for the Board’s consideration, and testimony was taken from County Staff and any and all persons desiring to appear and give such testimony and present evidence; and

WHEREAS, based on the evidence, testimony, exhibits and presentations by County staff and all interested persons, and comments, **THE BOARD DOES FIND AS FOLLOWS:**

1. That proper publication and public notice were provided as required by law for the hearing before the Board.

2. That the public hearings were complete, that all pertinent facts, matters and issues were submitted, and all interested persons were heard at the hearing.
3. That all exhibits were received into evidence, which included:
 - a. Copies of the legal notice of the hearing scheduled for October 11, 2023 and December 5, 2023;
 - b. Draft proposed Amendments to the Regulations are attached hereto as "EXHIBIT A;"
 - c. Testimony and exhibits presented by the general public and all interested persons, if any; and
 - d. Presentations made by County staff concerning the Amendments proposed to the Regulations as contained in "EXHIBIT A," including any additional minor revisions identified during the public review and hearing process.
4. That the Board has taken into consideration the following:
 - a. The proposed amendments are in conformance with the Land Use Plan; and
 - b. The changes requested promote the public necessity, health, safety and general welfare and is consistent with good land use and zoning practice.
5. That all requirements of law have been met.

NOW THEREFORE, BE IT RESOLVED AND ORDERED:

That the Zoning Regulations, as amended December 15, 2022, and the Subdivision Regulations as adopted on February 16, 2006 are further amended as set forth in Exhibit A, which is incorporated herein by this reference.

That the Amendments are hereby declared to be effective upon the effective date of this Resolution.

That the County Attorney is authorized to make additional form and style revisions, including but not limited to spelling, numbering, statutory references and other conforming and non-substantive corrections, prior to public distribution and recording.

That the Prowers County Zoning Regulations, as amended on October 24, 2017, and as further amended on December 5, 2022, and the Subdivision Regulations as adopted on February 16, 2006, shall be supplemented, replaced, superseded or amended by the Amendments only as set forth in "EXHIBIT A;" shall constitute the now currently enacted and effective version; and shall be kept in the office of the Board of County Commissioners for Prowers County, Colorado, there to be made available for public inspection.

ADOPTED this 5th day of December, 2023, by the Board of County Commissioners of Prowers County, Colorado.

Ron Cook, Chairman

Wendy Buxton-Andrade, Vice-Chairman

Thomas Grasmick, Commissioner

ATTEST:

Jana Coen, County Clerk

EXHIBIT A

SECTION 2--IRRIGATED AGRICULTURAL (A-1) DISTRICT USES BY SPECIAL REVIEW.

Add:

(c) (27) Minor Entertainment Events

Add:

(o) Minor Entertainment Events as provided in Section 18 (z).

SECTION 3--NON-IRRIGATED AGRICULTURAL (A-2) DISTRICT USES BY SPECIAL REVIEW.

Add:

(c) (27) Minor Entertainment Events

Add:

(o) Minor Entertainment Events as provided in Section 18 (z).

SECTION 4--FRAGILE LAND (A-3) DISTRICT USES BY SPECIAL REVIEW.

Add:

(c) (26) Minor Entertainment Events

Add:

(p) Minor Entertainment Events as provided in Section 18 (z).

SECTION 8—HIGHWAY COMMERCIAL (C-2) District USES BY SPECIAL REVIEW.

Add:

(c) (9) Minor Entertainment Events

Add:

(p) Minor Entertainment Events as provided in Section 18 (z).

Add Minor Entertainment Events permit to fee schedule at \$350.

SECTION 18—SUPPLEMENTARY REGULATIONS

Add:

(z) Minor Entertainment Events involving alcohol shall obtain a liquor license as required by state law. Minor Entertainment Events Applications for minor entertainment events shall address the following concerns, including mitigation, in a Special Use Permit application:

- (1) Vehicle access and circulation (including emergency access);
- (2) Noise limits set forth in C.R.S. §25-12-103;
- (3) Hours of operation with an appropriate time to end activities associated with proposed events;
- (4) Distance of the event footprint from adjacent residences to minimize, or eliminate if possible, potential impacts of noise, dust, lights, and other effects of the events;
- (5) Peak hour traffic generation; and
- (6) Screening of the event activities from residences on adjacent properties.

The Land Use Administrator may approve other temporary uses and activities or special events if it is determined that such uses would not jeopardize the health, safety, or general welfare, or be injurious or detrimental to properties adjacent to, or in the vicinity of, the proposed location of the activity.

Add to Definitions:

MINOR ENTERTAINMENT EVENTS: Events such as weddings, reunions or other social or business gatherings scheduled and held as a business enterprise on a property in a rural or highway commercial zone district. Activities may be held indoors and/or outdoors.

Add:

Medical Clinics to all zoning districts as a Use by Special Review.

Section VIII-1 Re-subdivision Procedures

ADD: Re-subdivision procedures shall be approved by the Land Use Administrator, subject to appeal to the Board of County Commissioners.

SECTION 18—SUPPLEMENTARY REGULATIONS

1. **Add:** Battery Energy Storage System for non-commercial use as a Use by Right to:
Irrigated Agricultura (A-1) District
Non-Irrigated Agricultural (A-2) District
Fragile Land (A-3) District
Single-Family Residential (R-1) District
Local Commercial (C-1) District
Highway Commercial (C-2) District
Industrial (I-1) District
Floodplain (F-1) District
2. **Add:** Battery Energy Storage System for commercial use as a Use by Right to:
Irrigated Agricultura (A-1) District
Non-Irrigated Agricultural (A-2) District
Fragile Land (A-3) District
3. **Add:** Battery Energy Storage System for commercial use on properties under 5 acres as a Use by Special Review to:
Single-Family Residential (R-1) District
Local Commercial (C-1) District
Highway Commercial (C-2) District
Industrial (I-1) District
Floodplain (F-1) District
4. **Add:** Battery Energy Storage System on properties over 5 acres shall require a 1041 permit, in addition to a Special Use Permit.
5. **Add to Definitions:**

BATTERY ENERGY STORAGE SYSTEM (BESS): A BESS contains batteries and associated facilities that enable energy to be stored and then released when there is a demand for power. A BESS may be associated with a renewable energy project or can be a standalone system that can store electricity off of the grid.

BATTERY MANAGEMENT SYSTEM (BMS): The BMS is a software program designed to maintain the cells, modules, and racks of a BESS in a specific range of parameters including, but not limited to, voltages, temperatures, and state of charge to allow for safe and sustainable operations of the BESS.

BATTERY ENERGY STORAGE MANAGEMENT SYSTEM (BESMS): The BESMS is a program, with a user interface, that incorporates the BMS, SCADA systems, and analytics to execute autonomous operations and facilitate the use and maintenance of the BESS.

BESS OWNER: The Owner of a BESS associated with a renewable project.

EMERGENCY ACTION PLAN (EAP): A written document detailing the procedures to be taken by the Owner in coordination with the Response Personnel in an emergency situation.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 855: (Standard for the Installation of Energy Storage Systems) is a new National Fire Protection Association Standard being developed to define the design, construction, installation, commissioning, operation, maintenance, and decommissioning of stationary energy storage systems including traditional Battery Energy Storage Systems such as those used by utilities.

NON-PARTICIPATING PROPERTY: Property not subject to an agreement, contract, and/or waiver with the Owner for or related to the BESS.

PARTICIPATING PROPERTY: Property subject to an agreement, contract, and/or waiver between the Property owner and the Owner for or associated with the BESS.

RESPONSE PERSONNEL: The group assigned by the County, which the Owner will consult with on safety protocols.

6. Add to Supplementary Regulations

(y) BATTERY ENERGY STORAGE SYSTEM.

- a) **PURPOSE**: The purpose of this provision is to provide a regulatory framework for the siting, design, construction and operation of a BESS subject to reasonable restrictions, which will preserve the public health, safety and welfare of Prowers County residents.
- b) **REQUIREMENTS**: The following requirements shall apply to all BESS and shall be submitted with a Use by Special Review Application:
 - (1) In addition to the following requirements, all Special Use Permit Applications shall comply with the Prowers County Zoning Regulations and 1041 Regulations, if applicable.
 - (2) All Applications shall include an Application Fee of \$2,500.00 to be paid at the time of filing the application materials. The purpose of the application fee is to compensate Prowers County for the cost of reviewing and processing applications for a Special Use Permit. The application fee shall be used to offset any costs that Prowers County incurs in reviewing the Special Use Permit application, including costs incurred from retaining the services of outside agencies or technical consultants to review components of the Special Use Permit application.
 - (3) A final permit fee for the BESS shall not required for a BESS in conjunction with a wind or solar project. A Permit Fee of \$5,000.00 shall be paid for a BESS that is

below 200 MW and \$10,000.00 shall be paid for a BESS above 200 MW, upon submission of a final permit for a Stand-alone BESS. The Board of County Commissioners, in its sole and absolute discretion, may modify the Permit Fee, in consultation with the Applicant. If the costs incurred by Prowers County and outside review agencies and technical consultants exceed the amount of the application fee, any reasonable and documented additional costs will be discussed with Applicant prior to Prowers County retaining these additional services, which services shall be paid by Applicant. The Land Use Administrator may request additional professional analysis as needed.

- (4) Name of associated renewable energy project.
- (5) Name and address of Applicant.
- (6) Legal description(s) of the location.
- (7) Provide a control narrative or scheme outlining the design that includes precautions and steps taken by the BMS and BESMS to prevent and mitigate fire risk within the design.
- (8) Specify any future phases or extensions of the storage system.
- (9) An EAP Outline for construction shall be finalized prior to submission for the final permit. The operational EAP will be finalized as soon as practicable after the commencement of commercial operation. This ensures that response personnel have the best detail on the project design as constructed to be prepared for any emergency responses. The safety equipment required shall be reasonable and mutually agreed upon by the County and BESS Owner.
- (10) Estimate beginning and completion of construction and the beginning of operation of the BESS.
- (11) Prior to construction, submit a detailed EAP that includes the information identified in the approved EAP Outline. The Response Personnel shall confirm receipt of the EAP prior to issuance of building permits.
- (12) The Owner shall follow all applicable codes and receive all applicable permits required by local, state, and federal laws for the safe construction, operation, and decommissioning of the BESS or Stand-alone BESS.
- (13) National Fire Protection Association (NFPA) 704 placards shall be placed at the facility entrances.
- (14) Prior to construction, the Owner shall provide to the County a financial

commitment and purchasing schedule for any Safety Equipment listed in the EAP not currently available to the County.

- c) **SETBACKS.** Setbacks shall apply to both a BESS and a stand-alone BESS and are to be measured as the horizontal distance between the edge of the BESS containers closest to the described object:

- (1) No less than 150 feet from the residence of a participating landowner to the equipment, unless waived then the setback shall be no less than 100 feet.
- (2) No less than 100 feet from a non-occupied structure to the equipment.
- (3) No less than 300 feet from the residence of a non-participating landowner to the equipment.
- (4) No less than 10 feet from a public right of way to the equipment.
- (5) Setback provisions may be waived by signing a waiver that sets forth the applicable setback provision(s) and the proposed changes.

- d) **LIGHTING.** Lighting of the BESS shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

- e) **NOISE.**

- (1) Noise levels when measured at the property line of any adjacent landowner shall not exceed 50 decibels from 7 am to 7 pm.
- (2) Noise levels when measured at the property line of any adjacent landowner shall not exceed 45 decibels from 7 pm to 7 am.
- (3) Noise provisions may be waived by signing a waiver that sets forth the applicable noise provision(s) and the proposed changes.
- (4) Noise shall be measured by an internal study and does not require a third-party noise study.
- (5) Noise provisions may be waived by signing a waiver that sets forth the applicable noise provision(s) and proposed changes.

- f) **ROAD USE AND MAINTENANCE AGREEMENT.** If any Prowers County roads will be used during construction of a BESS Facility for the purpose of transporting parts, materials and/or equipment, Applicant shall enter into a Road Use and Maintenance Agreement with Prowers County prior to using Prowers County's roads as haul roads. The Road Use and Maintenance Agreement shall include, but not be limited to, the following:

- (1) A map showing which county roads will be used during construction.
- (2) A pre-construction baseline survey of county roads to be used during construction to document their pre-construction condition.
- (3) A mitigation plan to address traffic congestion and potential impacts

to county roads to be used during construction.

- (4) A legally binding agreement between Applicant and Prowers County that requires Applicant to return any county roads to their pre-construction baseline condition.
- g) MINERAL OWNER OBJECTIONS. Should a mineral interest owner have an objection to the proposed BESS, the Applicant shall, to the extent required by applicable Colorado law, reasonably accommodate access to and development of subsurface mineral interests with respect to their proposed use of the property for BESS. In this regard, the Applicant shall, as a condition of approval prior to the final siting of any BESS and installation or construction of any such facilities, provide evidence that it has entered into, or made good faith and commercially reasonable efforts to enter into, surface use agreements or other compatible development agreements with surface owners and any mineral estate owners which have filed timely objections to the land use applications pursuant to Colorado statutes. These objections shall be filed with the Land Use Administrator before the Planning Commission public meeting held in review of the proposed BESS. No objections will be accepted by the Land Use Administrator after this date. The Applicant may accept objections filed after the hearing date at their discretion.
- h) PROPERTY DAMAGE. Applicant shall indemnify Prowers County for any damages done to federal, state, county, municipal, and private property during the construction, operations, pre-construction, and decommission phases of the BESS.
- i) TRANSFER OF BESS. The Special Use Permit may be transferred or assigned in whole or in part with consideration of the Permit Authority in a scheduled public hearing. Approval of a transfer or assignment shall not be unreasonably withheld. Any proposed transferee or assignee shall certify that it is capable and willing to comply with all terms and conditions of the Special Use Permit.
- j) INSURANCE REQUIREMENTS: Applicant shall purchase insurance in the form of a current general liability policy covering bodily injury and property damage with limits of at least \$1 million per occurrence and \$2 million in the aggregate. Certificate of Insurance shall be provided to Prowers County thirty (30) days prior to construction commencing.
- k) DECOMMISSIONING. Prior to receiving approval, Prowers County and the Applicant must formulate a Decommissioning Plan to ensure that the BESS is properly decommissioned. The details of the Decommissioning Plan may be based on existing landowner agreements and shall include the following:
 - (1) Provisions describing the triggering events for decommissioning the BESS or any portion thereof. If landowner agreements do not describe the decommissioning schedule, decommissioning shall be completed within 18 months of Owner/Developer or its Successors and Assigns' filing a Notice of Termination of Operations with the County.

- (2) Provisions for the removal of structures, debris and cabling, including those below the soil surface to depths agreed to in landowner agreements, or in the absence of such an agreement, down to 48 inches.
- (3) Provisions for the restoration of the soil and vegetation.
- (4) Applicant is required to provide a guarantee of financial security deemed adequate and payable to Prowers County in the form of cash or surety bond ("Financial Assurance") within the first ten (10) years of the project and can be negotiated with the Board of County Commissioners. Financial Assurance shall be secured by the Applicant or its successors and assigns, for the purpose of adequately performing decommissioning.
 - (i) Estimated cost shall be based on the cost estimate provided in the Applicant's Decommissioning Plan. The Decommissioning Plan shall be prepared by an independent registered professional engineer licensed in the State of Colorado. The cost estimate will be updated by the Applicant every five (5) years after year 10 of operations. Should there be a dispute in the cost estimate, Prowers County may retain outside agencies or technical consultants to provide a cost estimate, at the sole cost and expense of the Applicant.
 - (ii) The Financial Assurance may be released when the development or activity has been abandoned and the site thereof has been returned to its original condition or to a condition acceptable to Prowers County.
 - (iii) Any security may be cancelled by a surety only upon receipt of Prowers County's written consent.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 11/28/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 11/28/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider Approval of a Resolution Amending Prowers County Land Use Regulations for Resolution No. 2022-21.

Justification or Background:

Amending the Prowers County Wind Energy Facility and Solar Energy Facility Regulations.

Fiscal Impact: N/A

Approved by the County Attorney on:

Additional Approvals (if required):

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!

**RESOLUTION
NO. 2022-21B**

**A RESOLUTION AMENDING PROWERS COUNTY LAND
USE REGULATIONS RESOLUTION 2022-21**

WHEREAS, on December 15, 2022, a public hearing was held to consider certain changes to the Prowers County Land Use Regulations; and

WHEREAS, the Prowers County Planning Commission made recommendations and public testimony was taken with respect to setbacks for wind turbines; and

WHEREAS, the Board of County Commissioners of Prowers County, Colorado (the "Board") unanimously decided to set certain setbacks for wind turbines; and

WHEREAS, Resolution No. 2022-21 was unanimously adopted by the Board; and

WHEREAS, the setbacks for wind turbines in Section 18(w)(j)(3) inadvertently stated the word LAND OWNER, but should read RESIDENCE."

WHEREAS, the impact analysis for wind turbines in Section 18(w)(c)(4) remove the number 10.

WHEREAS, the impact analysis for solar in Section 18(x)(c)(4) remove the number 10.

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

1. It was the Board' intent, based on the recommendations of the Prowers County Planning Commission and public testimony, to set setbacks for wind turbines; and
2. Resolution Number 2022-21 is hereby amended to replace "LANDOWNER" with "RESIDENCE" in Section 18 (w)(j)(3).
3. Resolution Number 2022-21 is hereby amended to remove the number 10 in Section 18 (w)(c)(4).
4. Resolution Number 2022-21 is hereby amended to remove the number 10 in Section 18 (x)(c)(4).

ADOPTED this 5^h day of December 2023, by the Board of County Commissioners of Prowers County, Colorado.

Ron Cook, Chairman

Wendy Buxton-Andrade, Vice-Chairman

Thomas Grasmick, Commissioner

ATTEST:

Jana Coen, County Clerk

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 12-05-2023

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 11-28-2023

Return Originals to: 1 Original BOCC, 1 Original to Veterans Office

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of County Veterans Service Officer's Monthly Report and Certification of Pay - November 2023

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:



Colorado Division of Veterans Affairs

County Veterans Service Officer Monthly Report and Pay Request

State Fiscal Year 2023-2024

County:

Month:

In compliance with C.R.S. § 28-5-707 and for the purposes of semiannual payment, we hereby certify that 176 hours have been worked by accredited veterans service officers and assistants in the month stated above.

In compliance with C.R.S. § 28-5-804 and for the purpose of providing prompt, efficient, and uniform service to Colorado veterans, we hereby certify the wait time for an appointment with our veterans service office was no more than 1 days in the month stated above.

In compliance with C.R.S. § 28-5-804 and for the purpose of providing prompt, efficient, and uniform service to Colorado veterans, we hereby certify the following outputs by our CVSO in the month stated above:

Telephone Calls	102
Emails	129
Appointments	30
Outreach Events	1
Total Served	262

Appendix C

CVA 26-County Veterans Service Office monthly report and pay request
October 2023-supersedes all earlier versions

This is verified as a true and accurate record. We acknowledge that the lack of timely submission of this form can result in delayed or missing payments.

Gary Hansen
County Veterans Service Officer

11/30/2023

Date

County Commissioner or Designee

Date

Please return this form no later than the 10th of the following month

to: Colorado Division of Veterans Affairs

cdvainfo@dmva.state.co.us

Appendix C
CVA 26-County Veterans Service Office monthly report and pay request
October 2023-supersedes all earlier versions

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12-5-23

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 11-17-23

Return Originals to: Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Acknowledgement by the BOCC for a Special Events Liquor Permit for BPOE Lodge Elks for the USA Lodge No. 1319, event was scheduled for November 18, 2023.

Justification or Background:

All appropriate paperwork submitted with Application and met posting requirements

Fiscal Impact: This item is budgeted in the following account code:

N/A

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

**PROWERS COUNTY
LAMAR, COLORADO**

VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION BPOE LODGE ELKS FOR THE USA LODGE NO. 1319 28157 Hwy 287 LAMAR, CO 81052
PERMIT NUMBER: 039

SPECIAL EVENTS PERMIT

☒ MALT, VINOUS, AND SPIRITUOUS LIQUOR

or

☐ FERMENTED MALT BEVERAGE

VALID ONLY FOR THE FOLLOWING PERIODS					
FROM	11/18/23	6:00 PM	TO	12:00 AM	
FROM					

This permit is issued subject to the laws of the State of Colorado and especially under the provision of Title 44, Colorado Revised Statutes §44-5-107(5).

This permit is non-transferable. It is issued for the specific location described above, and must be conspicuously posted at that location.


In testimony whereof, the Board of County Commissioners has hereunto subscribed its name by it's officer, Prowers County Clerk, who authorizes this Permit:

17th day of November, 20 23

ATTEST:


Elizabeth Hainer
Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER


Jana Coen
Prowers County Clerk

Application for a Special Events Permit

Departmental Use Only

☐ State Only Permit/State Property

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|---|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input checked="" type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

039

1. Name of Applicant Organization or Political Candidate

BPOE LODGE ELKS FOR THE USA NO. 1319

State Sales Tax Number (Required)
15-01224-0000

2. Mailing Address of Organization or Political Candidate
(include street, city/town and ZIP)

28157 US HWY 287
LAMAR, CO 81052

3. Address of Place to Have Special Event
(include street, city/town and ZIP)

28157 US HWY 287
LAMAR, CO 81052

4. Authorized Representative of Qualifying Organization or Political Candidate

EDDIE IDLER

Date of Birth

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

30651 County Rd 3, Lamar, CO 81052

5. Event Manager

LORI GREEN

Date of Birth

Phone Number

Event Manager Home Address (Street, City, State, ZIP)

15 SCOTT PLACE, LAMAR, CO 81052

Email Address of Event Manager

loridawn65@live.com

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?

☐ No ☒ Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☐ No ☒ Yes License Number 94-16486-0000

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date 09/18/23 Hours From 6:00 p.m. To 12:00 a.m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature

Eddie Idler

Title

Board Director

Date

11-6-23

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

PROWERS COUNTY

☐ City

☒ County

Telephone Number of City/County Clerk

719-336-8011

Signature

Title

PROWERS COUNTY CLERK

Date

11/06/23

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number

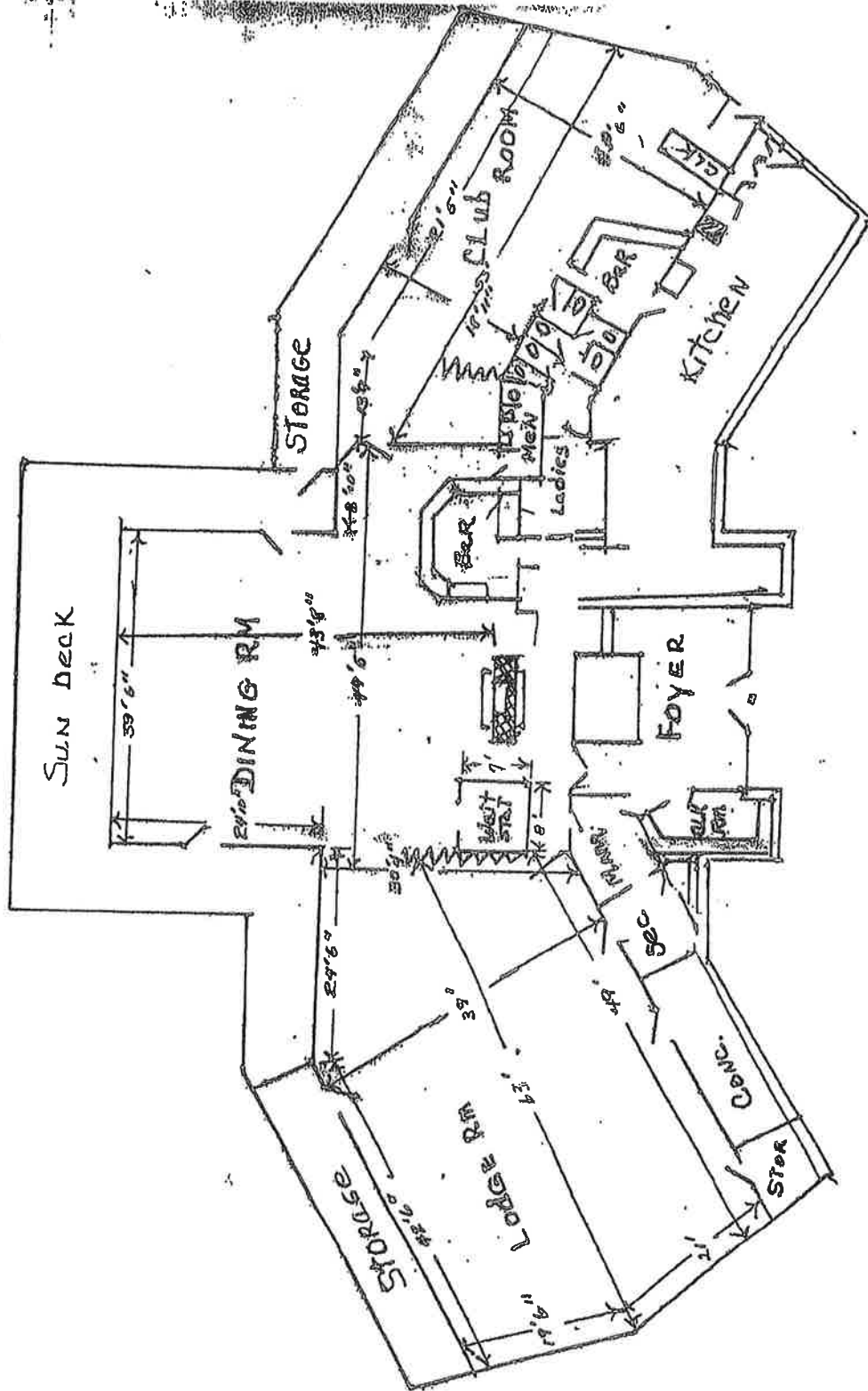
Liability Date

State

Total

-750 (999)

\$



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LAMAR, COLORADO, LODGE NO. 1319 BENEVOLENT AND PROTECTIVE ORDER OF ELKS
OF THE UNITED STATES OF AMERICA

is a

Nonprofit Corporation

formed or registered on 09/01/1982 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871489797 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/06/2023 that have been posted, and by documents delivered to this office electronically through 02/07/2023 @ 14:21:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/07/2023 @ 14:21:54 in accordance with applicable law. This certificate is assigned Confirmation Number 14680125 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/bs/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

250213

County of _____ State of _____

whose address is _____

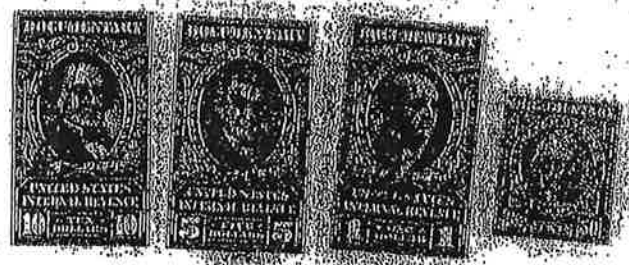
County of _____ and State of _____ for the
consideration of other valuable considerations and Ten DOLLARS
in hand paid, hereby sell, assign and convey to
ORDER OF ELKS OF THE UNITED STATES OF AMERICA, a
corporation,

whose address is _____

County of _____ and State of _____ the following
real property in the County of _____ and State of Colorado to wit:

That part of the East Half (E $\frac{1}{2}$) of Section Eighteen
lying East of Highway No. 287, and that part of the
Northeast Quarter (NE $\frac{1}{4}$) of Section Nineteen (19)
lying East of Highway No. 287, in Township Twenty-three
South, Range Forty-six (46) West of the Sixth Principal
Meridian,

Subject to mineral reservations of record,



with all its appurtenances and warrant(s) the title to the same, subject to Taxes for
the year 1905 and thereafter, and to existing easements and
rights of way.

Signed this _____ day of _____ 1905

[Signature]

STATE OF COLORADO

County of _____

The foregoing instrument was acknowledged before me and

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

B.P.O.E. LODGE

ELKS FOR THE USA LODGE NO. 1319
HAS REQUESTED THE LICENSING
OFFICIALS OF COUNTY OF PROWERS
TO* Grant - Special License for November 18, 2023 6 PM to 12 AM

LICENSE AT: LAMAR ELKS LODGE # 1319
28157 HWY 287, Lamar, CO

COMMENTS SENT TO: PROWERS COUNTY CLERK AND RECORDER,
301 S MAIN ST., SUITE 210, LAMAR, CO, 81052
OR EMAIL: JCOEN@PROWERSCOUNTY.NET BY 11-16-2023

DATE OF APPLICATION: 11-6-2023

BY ORDER OF: PROWERS COUNTY

OFFICER: JANA COEN

PROWERS COUNTY CLERK'S OFFICE 301 S.MAIN ST., STE 210 LAMAR, CO

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

* = INSERT "GRANT", "RENEW", OR "TRANSFER OWNERSHIP OF:"

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 12-5-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 11-20-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of 2024 Ambulance License, Number 2024- 1, and Permit Numbers, 2024-11, and 2024-12, 2024-13, and 2024-14 for Lamar Ambulance Service.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

Additional Approvals (if required):

COUNTY OF PROWERS

AMBULANCE LICENSE

This is to certify that the Lamar Ambulance Service of Lamar Colorado has been granted Prowers County Ambulance License Number 2024-1 to operate an ambulance service for the period from January 1, 2024 through December 31, 2024, unless this license is sooner revoked as provided by law.

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE LICENSE

This is to certify that the Lamar Ambulance Service of Lamar Colorado has been granted Prowers County Ambulance License Number 2024-1 to operate an ambulance service for the period from January 1, 2024 through December 31, 2024, unless this license is sooner revoked as provided by law.

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-11

This is to certify that Lamar Ambulance Service of Lamar, Colorado has been granted.

Prowers County Ambulance License Number 2024-1 for the period January 1, 2024 through

December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the

following vehicle:

2005 Chevrolet 3500 McCoy Miller
VIN # 1GBJK34265E260056

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-11

This is to certify that Lamar Ambulance Service of Lamar, Colorado has been granted.

Prowers County Ambulance License Number 2024-1 for the period January 1, 2024 through

December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the

following vehicle:

2005 Chevrolet 3500 McCoy Miller
VIN # 1GBJK34265E260056

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-12

This is to certify that Lamar Ambulance Service of Lamar, Colorado has been granted
Prowers County Ambulance License Number 2024-1 for the period January 1, 2024 through
December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the
following vehicle:

2015 Dodge McCoy Miller
VIN # 3C7WRLBLXFG607443

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-12

This is to certify that Lamar Ambulance Service of Lamar, Colorado has been granted
Prowers County Ambulance License Number 2024-1 for the period January 1, 2024 through
December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the
following vehicle:

2015 Dodge McCoy Miller
VIN # 3C7WRLBLXFG607443

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-13

This is to certify that Lamar Ambulance Service of Lamar, Colorado has been granted Prowers County Ambulance License Number 2024-1 for the period January 1, 2024 through December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

2019 Ford McCoy Miller
VIN # 1FDUF4HT4KDA07448

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-13

This is to certify that Lamar Ambulance Service of Lamar, Colorado has been granted Prowers County Ambulance License Number 2024-1 for the period January 1, 2024 through December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

2019 Ford McCoy Miller
VIN # 1FDUF4HT4KDA07448

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-14

This is to certify that Lamar Ambulance Service of Lamar, Colorado has been granted Prowers County Ambulance License Number 2024-1 for the period January 1, 2024 through December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

**2009 Dodge McCoy Miller
VIN # 3D6WD66L39G528900**

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-14

This is to certify that Lamar Ambulance Service of Lamar, Colorado has been granted Prowers County Ambulance License Number 2024-1 for the period January 1, 2024 through December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

2009 Dodge McCoy Miller
VIN # 3D6WD66L39G528900

Issued at Lamar, Colorado this 5th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12-5-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 11-21-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Vaquero's Saddle Club, eight (8) events scheduled between March 23 - October 26, 2024.

Justification or Background: Annual event

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY FAIRGROUNDS FACILITY
RENTAL AGREEMENT

<p>Today's Date: <u>11/17/2023</u></p> <p>Name of Organization: <u>Vaqueros Saddle Club</u></p> <p>Name & Address of Authorized Agent: <u>Rael Thurner</u> <u>28001 CE 3</u> <u>Lamar CO 81052</u></p> <p>Phone: _____</p> <p>Sales Tax ID: _____</p>	<p style="text-align: right;">2024</p> <p>Date(s) of Events: <u>3/23, 4/13, 5/4, 6/22, 7/20</u> Fair, 8/14, 9/14, 10/21</p> <p>Set Up Time: _____ am pm</p> <p>Event Starts: _____ am pm</p> <p>Finish Time: _____ am pm</p> <p style="text-align: center;"><u>Arena</u> Home Ec Centennial Vaqueros Pavilion</p>
<p>Type of Event: <u>Gymkhana</u></p>	

If approved by the Board of County Commissioners, I agree to pay fees in the amount of \$_____ or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Board of Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this agreement.

Authorized Agent

11/17/23
Date

The Board of County Commissioners reserves the right to not lease any portion or all of the Fairgrounds to any organization which it deems in its sole discretion, to be in direct and adverse competition to Prowers County merchants or is otherwise detrimental to Prowers County citizens. Fees may be adjusted at the discretion of the Board based upon the number of participants or unique conditions. Fees are based on daily rates.

Rental Approved: _____

Loren Williams
Maintenance & Facilities Director

Nov. 21-23
Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

Date Booking Fee Paid \$25.00: _____ Damage/Cleaning Deposit: _____
Date Rental Fee Paid: _____ Date Paid: _____

Inspection completed: _____ Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.
Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.

Liability Insurance received: Yes___ No___ Date: _____

PROWERS COUNTY FAIRGROUNDS FACILITY RENTAL RESERVATION AGREEMENT

Between Prowers County Board of Commissioners (Commissioners), and the Authorizing Agent renting the facility, (User).

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis. Holiday use of the Fairgrounds is subject to approval by the Commissioners. All County holidays are observed by County Maintenance Personnel. No Prowers County Personnel will be made available to users over County approved Thanksgiving and Christmas holidays. Additional fees will be assessed for events scheduled on holidays. Overtime charges for County Maintenance Personnel at a rate of two times the normal hourly rate will be charged for holiday events in addition to regular fees and charges with the exceptions described previously in this paragraph.
3. Use of all facilities shall be scheduled through the Prowers County Administration Office only.
Fees and deposits
 - a) **A non-refundable booking fee of \$25.00 per event must be paid when each event is scheduled.**
 - b) The \$25.00 booking fee is due before an individual or entity may have their name placed on the Fairgrounds Calendar to reserve a facility at the Fairgrounds.
 - c) If the event does not go forward for whatever reason, the \$25.00 fee **WILL NOT BE REFUNDED.**
 - d) Remainder of fees and security deposit must be submitted to the office no less than 10 working days prior to the date scheduled. (Commercial users: fees must be paid in certified funds.) **The security/damage deposit is required and due from all users whether use fees are waived or not. Failure to pay fees 10 working days prior to event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from Prowers County. Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.**
4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; assure payment, in full, of all charges for space and equipment requested; and ensure that all promotion and advertising of events involving the use of the facilities shall identify the individual or group sponsor of the event.
5. The cleanup and damage deposit must be paid 10 working days prior to the scheduled event. Said deposit shall be utilized by the county, if at all, for cleanup of the rented premises and repair of damages to same made necessary by the User's rental of the premises. In the event that the User performs cleanup of the premises in a suitable manner; said deposit will be reviewed for return to the User at the next regularly scheduled meeting of the Commissioners. User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.
6. In case of cancellation, fees will be refunded (less booking fee) if notice of cancellation is received 10 working days prior to scheduled use. If the event is canceled due to inclement weather, the event may be rescheduled with no additional fees due. If the event is rescheduled for any other reason, an additional booking fee will be charged.
7. Subleasing or charging additional fees to use the Fairground Facilities will not be permitted.

8. Non-commercial User may have one day in advance for set-up, decorating, etc. between the hours of 8:00am and 4:00pm on the condition there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of \$ _____ will be charged for each additional day. Commercial Users: If special set-up/tear-down is required, standard facility use days will be charged on a ½ day basis.
9. Liability insurance is required for all commercial events. Certain "at risk" activities i.e. rodeos, tractor pulls, carnivals, circuses, etc. are required to provide liability insurance. An insurance certificate showing Prowers County as an additional insured must be provided to the County no later than 10 working days prior to the scheduled event.
10. Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
11. The User acknowledges that User's rental of County's property is not subject to the direct supervision and control of County personnel. Accordingly, and in express consideration for the within rental agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of User's rental of County's property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in County's sole discretion, including attorney's and expert witness fees.
12. The within agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the within agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorney's and expert witness fees.
13. Falsified or misleading information on this form may be cause for cancellation of this contract and forfeiture of security deposit and/or fees paid and may result in loss of future usage of the facility
14. The user shall pay, in full, the required fee, damage deposit fee, or security deposit fee as established by the Prowers County Board of Commissioners. It is Prowers County policy that no facility shall be made available for use until full payment of the required fee is recorded. It is understood that this document defines use as Fairground Facility use only and does not in any way include the use of Prowers County Personnel. Each user is solely responsible for the care of the facilities, preparation of the arena floor for the duration of the event, clean-up of the facilities, grounds, and parking areas during, and at the conclusion, of the event. Parking areas are included in the use and clean-up of all facilities.
15. The user shall be required to call for an on-site facility orientation with the Fairgrounds Caretaker no later than 5 working days prior to the event. The user will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the caretaker. The Fairgrounds Caretaker can be reached by calling 931-0034 and is available to schedule an orientation Monday – Friday 9:00am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this document.* The user understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
16. Every effort has been made to provide Fairground Facilities that are adequately maintained and appropriately prepared for normal use. It is further understood that building and grounds systems can, and do, fail at times. Failures may include, but are not limited to; electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied

or stipulated in this document. Prowers County Personnel will only be made available during off-hours in the event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular work day.

17. The user understands that costs incurred by Prowers County due to responding to non-emergency calls for service, facility or grounds clean-up, and sub-contractor repairs for damages to equipment or facilities will be billed to the user at a rate of 2 times the actual costs. It is the user's responsibility to minimize non-emergency calls for service.
18. The user agrees that it is their responsibility to provide, and be responsible for, the equipment or supplies necessary to circumvent potential failures in the buildings, restrooms, or arena including; portable generators, portable toilets, portable amplifier or loudspeaker systems, water, and/or water trucks for wetting a dusty arena floor, toilet paper and hand towel paper supplies, first aid supplies, etc.
19. The user is specifically responsible to ensure adherence to these written and any posted policies and to:
 - a) Provide written documentation specifying any concerns, system failures, or break-downs and deliver that documentation to the Fairgrounds Caretaker. Please do not manipulate circuit breakers.
 - b) Pick-up trash and debris accumulated during the event including parking areas, and deposit the trash in the 55 gallon trash drums provided, or if full, into available dumpsters.
 - c) Re-stock indoor and outdoor men's and women's restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
 - d) Pick-up trash in, and around, the indoor and outdoor restrooms, the kitchen, and concession stands and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
 - e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
 - f) Ensure that scheduled dance events end at 12:00 Midnight, no exceptions.
20. Prowers County assumes no responsibility for lost or stolen items.
21. Alcohol is not allowed on the Fairgrounds at any time.
22. **Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.**

I have read, understand, and agree to the terms and conditions outlined in this agreement.

Date: 11/17/23

Organization: Vaquero's Saddle Club

Authorizing Agent Printed name: Del Turner

Authorizing Agent Signature: Del Turner

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

Facilities Requested	NFP Not For Profit	Resident Commercial For Profit	Non-Resident Commercial For Profit	# of days/head of livestock	Total
Arena Rent <i>Daily</i>	\$150	\$300	\$970		
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970		
Home Economics' Bldg. Rent <i>Daily</i>	\$225	\$225	\$425		
Vaqueros Bldg. Rent <i>Daily</i>	\$225	\$225	\$425		
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210		
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding Rodeo Events Minimum Fee <i>Daily</i>	\$10	\$30	\$40		
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$20	\$20	\$30		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20		
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to use)	\$75	\$75	\$125		
TOTAL (DUE 10 DAYS PRIOR TO USE)					\$

* Rental Fees for the Pavilion will not be charged since the Event Organizer is responsible for collecting the \$10.00 Fee. The \$10.00 fee is still subject to 50/50 split.

1. Fees are based upon a per calendar day rate. Events which extend beyond midnight of the scheduled day may be subject to a fee for an additional day.
2. NFP stands for Not for Profit Organization. The Board reserves the right to request verification of NFP status.
3. A commercial enterprise is defined as an activity where fees are charged to entrants and the sponsoring entity retains some or all of the proceeds from the activity or where goods or services are offered for sale or lease to the general public. The Board reserves the right to determine if an enterprise is a commercial activity.
4. Commercial vendors will pay a fee in addition to the fees listed on the attached fee schedule in the amount of 1% of gross sales, based upon the vendor's projections. The amount of the projected sales will be verified by comparison of the projection to Sales Tax as reported to the State.
5. It is understood that these fees are for the use of the facilities requested only and does not in any way include the use of Prowers County Personnel.
6. It is the responsibility of the Event Organizer to make arrangements to meet on-site with the Fairgrounds Caretaker no later than 4 days prior to the event to receive building keys and facility use instructions.
7. REGISTERED EVENTS ONLY:
 - a. Covered and uncovered stall fees are to be reserved, collected, refunded for cleaning, and accounted for by the Event Organizer with the understanding that:
 - i. If covered stalls are cleaned by the Event Organizer after use, the amount collected is split 50%/50% between the Event Organization and Prowers County.
8. REGISTERED EVENTS ONLY:
 - a. RV Electrical and water hook-up fees are to be reserved, collected, and accounted for by the Event Organizer with the understanding that:
 - i. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
 - ii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
 - iii. \$5.00 from each RV hook-up and dry camping fee reserved and collected is returned to the Event Organization.
 - iv. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure. The Event Organization will be responsible to pay for any damage incurred due to unauthorized electrical connections.

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

The Prowers County Fairgrounds is available for registered rodeo events in-season from April through October. Conditions for use of the facilities for all events including registered rodeo events are specifically detailed in the following information:

1. Prowers County Fairgrounds Facility Rental Reservation Agreement, 3 pages. Revised October 20, 2011.
2. Prowers County Fairgrounds Facility Rental Agreement, 1 page. Revised October 20, 2011.
3. Fairgrounds Fee Schedule, 2 pages. Revised October 18, 2011.
4. All event organizers who may be interested in reserving the Prowers County Fairgrounds for a registered rodeo event are encouraged to read very carefully all of the rental information provided by Prowers County before scheduling any rodeo event.

REGISTERED RODEO EVENTS:

Scheduled registered rodeo events are to be conducted in cooperation with the established fees and agreements for use of the Prowers County Fairgrounds. Event organizers are encouraged to include this information in all event literature distributed to potential rodeo participants in an effort to lessen costly misunderstandings during the event.

Unless otherwise specified, the following are applicable to registered rodeo events:

1. The fairgrounds rodeo arena is watered regularly using a water reel. Use of the water reel by event organizers is prohibited. The rodeo arena may be watered once daily during a registered rodeo event at the event organizers request only if scheduled and coordinated with the Fairgrounds Caretaker.
2. The fairgrounds rodeo arena is worked prior to the rodeo event by the Fairgrounds Caretaker using Prowers County equipment. Working the arena during the event is the responsibility of the event coordinator. The county tractor and attached arena king finisher are available for use by the event coordinator, or specified driver, for the duration of the event. A key to the tractor is provided only after the specified driver has met on-site with the Fairgrounds Caretaker for operating instructions.
3. Concession stand use is by reservation only. Call the Prowers County Extension service (336-7734) to reserve.
4. The event organizer is responsible to reserve and collect fees for covered stalls located in the Prowers County Pavilion. The stalls are located in the Prowers County Sale Barn and set-up by Prowers County Staff before the event.
5. The event organizer is responsible for ensuring the following:
 - a. Scheduling with the Fairgrounds Caretaker for setting up horse stalls in the Pavilion.
 - b. Scheduling with the Fairgrounds Caretaker for cleaning the stalls after the event.
6. The event organizer is responsible for reserving and collecting all fees associated with R.V. hook-ups, dry camping, and horse stall fees.

The event organizer is responsible for ensuring the following:

1. No horses shall be tied or penned at, or near, any R.V. electrical or water hook-up located at the arena parking area and arena parking area fencing, or at the R.V. hook-ups located north of the Prowers County Pavilion.
2. No R.V. campers, horse trailers, or other similar vehicles shall not be allowed to park near, and/or plug any electrical cord into the electrical outlets located in the Prowers County Pavilion.
3. No horses shall be tied to, or penned near, any permanent fence or any tree located anywhere on Prowers County Fairgrounds property.
4. All dry camping and horse penning shall be located in the south west dirt parking area only. Under no circumstances shall dry camping and penning be located on roto-mill, asphalt, or grass areas elsewhere on the Prowers County Fairgrounds property. The Event Organizer is responsible for the cost of clean-up if horses are penned or tied in areas outside dry camp areas.

5. All R.V. hook-ups (pedestal) provided for use during registered rodeo events are for one (1) R.V. camper only. Under no circumstances shall more than one R.V. camper plug into a reserved pedestal.
6. All horses and livestock are prohibited from access to paved pedestrian and driveways, grassy areas, treed areas, and covered buildings with the exception of the Prowers County Pavilion.

USE OF THE PROWERS COUNTY FAIRGROUNDS R.V. ELECTRIC PEDESTALS

In an on-going effort to mitigate potential damage, and to maintain safe, reliable electrical pedestals it is the responsibility of the Event Organizer to remind each camper utilizing the pedestals that:

- Each electrical pedestal is wired for 50 amp., 30 amp., or 20 amp. uses and should not be overloaded with multiple or piggyback cords and appliances.
- Each electrical pedestal is intended to be used by a single user. One camper - one pedestal. Choose one 50, 30, or 20 amp outlet that best meets the required load for each R.V. or Camp Trailer.
- Each electrical pedestal is complete and ready for use. Under no circumstances shall the face plate cover be removed and/or the electrical outlets, wiring, or related pedestal components be manipulated.
- Use only safe and well maintained electrical cords and plugs designed to carry the specified load. Under no circumstances shall exposed cord wires be direct wired into any electrical pedestal or pedestal outlet.
- Do not secure livestock or pets to the electrical pedestals or water hydrants located in designated R.V. campsites or throughout the fairgrounds.
- The electrical pedestal located north of the Crow's Nest is intended for auxiliary use only and is not available for campers.
- Report any damaged pedestals to the event coordinator, or fairgrounds staff as soon as the damage is discovered. Damage to pedestals will be charged to the event organizer at a rate double the cost for repair or replacement.
- Under no circumstances shall RV Pedestals be used by vendors.

Campers are encouraged to use the electrical pedestals safely and responsibly. The pedestals are checked daily and potential safety hazards are reported to event coordinators for immediate corrective actions. Recommendations may include re-locating campers who share pedestals, removing and replacing hazardous cords, rescinding use of an electrical pedestal, or requiring compensation for repairing damaged pedestals.

HOME EC. BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms.
- Sweep and Vacuum the floors.
- Wipe down all the tables.
- Pickup all trash in restrooms, kitchen, and meeting room and place in the dumpsters located outside the south door of the building.
- Turn the meeting room lights off.
- Please return thermostat settings back to the original temperature.
(68° in the winter or 75° in the summer)
- Close and lock all windows and doors. Place the building keys in the drop box located near the south door.
- Please leave the building in the condition you found it.

Please call (719) 931-0034 to reach the caretaker.

KITCHEN CHECKLIST

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
- Wash all dishes and utensils and place back in the proper location.
- Wipe off all counter tops.
- Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
- Clean and dry the sinks and faucets.
- Clean up all spills on floors and counter tops.
- Sweep and mop floors.
- Leftover food will be disposed of, be sure to take leftovers with you.

VAQUEROS BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms.
- Sweep and Vacuum the floors.
- Wipe down all the tables.
- Pickup all trash in restrooms, kitchen, and meeting room and place in the dumpsters located outside the south door of the building.
- Turn the meeting room lights off.
- Please return thermostat settings back to the original temperature.
(68° in the winter or 75° in the summer)
- Close and lock all windows and doors. Place the building keys in the drop box located near the south door.
- Please leave the building in the condition you found it.

Please call (719) 931-0034 to reach the caretaker.

KITCHEN CHECKLIST

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
- Wash all dishes and utensils and place back in the proper location.
- Wipe off all counter tops.
- Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
- Clean and dry the sinks and faucets.
- Clean up all spills on floors and counter tops.
- Sweep and mop floors.
- Leftover food will be disposed of, be sure to take leftovers with you.

PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS

On behalf of Vaqueros Saddle Club, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We would like to ask that the arena fee be
waived, as in the past

Gymkhana is open to all participants

2024

3/23, 4/13, 5/4, 6/22, 7/20, Fair, 8/14, 9/26
Date(s) of Event


Authorized Agent

11/17/23
Date

Request is approved with the following conditions:

Chairman
Powers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Powers County Board of Commissioners

Date: _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 12-5-2023

Submitter: Paula Gonzales, County Finance Director

Submitted to the County Administration Office on: email poll 11-20-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 11-20-2023 email poll approval of General Fund Payroll, Payroll/AP, and JBBS, all presented in the amount of \$967,391.74 with a Certification date of 11-27-23 and authorizing the use of the Commissioner's signature stamps.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$967,391.74 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **November 21, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 20,368.00	321,323.01	87,736.46
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ -	165,469.29	33,252.08
ROAD & BRIDGE FUND	\$ -	58,078.87	14,845.84
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	211.75	60.08
CRMC FUND	\$ -	129,641.16	37,598.55
OPC FUND	\$ -	74,177.38	24,629.27
Totals	\$ 20,368.00	\$ 748,901.46	\$ 198,122.28

DATE: November 21, 2023

DATE: November 21, 2023

DATE: November 21, 2023

DATE: November 21, 2023

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	967,391.74
AP + Fringes	\$	218,490.28
Total Pd Certification - Payroll	\$	218,490.28
Total Payroll + Fringes	\$	947,023.74

Ending Check No.	70625
Beginning Check No.	70612

Total Number of Checks:	14
-------------------------	----

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

November 27, 2023

70612-70625

\$	20,368.00
Payroll	\$ 321,323.01
Fringes	\$ 87,736.46

Total \$ 429,427.47

ARPA - 02

0018

2023	\$ -
Payroll	\$ -
Fringes	\$ -

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023	\$ -
Payroll	\$ 58,078.87
Fringes	\$ 14,845.84

Total \$ 72,924.71

FSA (Cafeteria) 552

0552

2023	\$ -

Total \$ -

Sheriff's Booking Fees

0675

	\$ -
Payroll	\$ -

Total \$ -

SALES & USE TAX FUND - 03

0900

2023	\$ -
------	------

Total \$ -

CONSERVATION TRUST FUND - 06

0130

2023	\$ -

Total \$ -

CAPITAL FUND - 07

0100

2023	\$ -

Total \$ -

OTHER AGENCIES FUND- 08

2023

\$	-

Total \$ -

LODGING TAX - 09

0014

2023	\$ -
	\$ -
Payroll	\$ 211.75
Fringes	\$ 60.08

Total \$ 271.83

PUBLIC HEALTH AGENCY - 11

0676

2023	\$ -
	\$ -
Payroll	\$ 165,469.29
Fringes	\$ 33,252.08

Total \$ 198,721.37

CRMC

0016

2023	\$ -
	\$ -
Payroll	\$ 129,641.16
Fringes	\$ 37,598.55


Total \$ 167,239.71

PC

0017

2023	\$ -
	\$ -
Payroll	\$ 74,177.38
Fringes	\$ 24,629.27

Total \$ 98,806.65


Paula Gonzales, Finance Director

GRAND TOTAL \$ 967,391.74

Pro Forma Calc Totals by Fund

Check Date: 11/30/2023

Prowers County

Fund: 001 County General Fund

Incomes

Code	Description	Amount
10	Elected Official	\$48,090.76
11	Salary	\$51,237.81
12	Hourly Wage	\$154,651.92
13	Overtime	\$2,989.97
14	Extra Duty	\$953.26
16	Extra Duty Flat Rate	\$2,709.90
17	Sheriff OT	\$699.07
18	Adult Transport	\$2,056.80
19	Courthouse Security	\$7,040.00
21	Courthouse OT	\$960.38
25	JBBS	\$7,213.50
27	Jail Nursing	\$600.00
28	Training Patrol	\$282.00
29	Weekend Court Salary	\$6,518.40
31	School Resource	\$3,684.80
32	Sheriff Hourly Wage	\$29,468.00
39	Permanent Jail Salary	\$2,166.44
Total Income:		\$321,323.01

Deductions

Code	Description	Amount
AFLAC	AFLAC After Tax	\$843.10
AFLCP	AFLAC Before Tax	\$1,523.10
CAICA	Critical After Tax	\$453.35
CAICP	Accident Pre-Tax	\$685.26
CAIHP	Hospital Indem.Pre-Tax	\$67.89
CHILD	Child Support	\$2,383.22
CLNLA	Colonial After Tax	\$612.41
CLNLP	Colonial Pre-Tax	\$501.35
COER1	Voluntary CCOERA/Deferre	\$250.00
COER2	Voluntary CCOERA/Deferre	\$487.25
COER3	Voluntary CCOERA/Roth 45	\$320.00
COER4	Voluntary CCOERA/Roth 45	\$207.82
DENTL	Dental Insurance	\$4,183.10
FED	Federal Withholding Tax	\$49,906.61
FICA	FICA Employee Portion	\$45,275.22
FSA	FSA Medical	\$929.00
HRBA	Health Insurance - Employee	\$8,371.00
HRBAP	Health Ins Employee Part Ti	\$241.56
LEGAL	Legal Aid	\$248.20
LIFED	Dependent Life	\$34.04
LOAN1	Retirement Loan	\$6,372.75
MASA	Medical Transport	\$876.00
MED	Medicare Employee Portion	\$10,588.48
NEXTP	Fidelity Security Supp.	\$15.57
PEBSC	Nationwide Retirement	\$170.00
RETIR	Retirement	\$36,756.93
STATE	State Income Tax	\$26,667.00
SUPPE	Supp Life Emp.	\$792.55
SUPPS	Supp Life Spouse	\$71.60
VISON	Vision EmpEE.	\$316.75
Total Deductions:		\$200,151.11

Wages of \$321,323.01 less Deductions of \$200,151.11 equals Net Pay of \$121,171.90.

Wages of \$321,323.01 plus Matches of \$87,736.46 equals Total Expense of \$409,059.47.

Pro Forma Calc Totals by Fund

Check Date: 11/30/2023

Prowers County

Fund: 002 Road and Bridge Fund

Incomes		Deductions		Matches	
Code	Description	Amount	Code	Description	Amount
11	Salary	\$7,143.07	FICA	Employer - Social Security T	\$3,471.30
12	Hourly Wage	\$50,935.80	HRBAR	Health Insurance-Employer	\$7,381.00
Total Income:		\$58,078.87	LIFER	Life Insurance	\$93.24
			MED	Employer - Medicare Tax	\$811.83
			RETIR	Retirement ER	\$2,903.93
			SUTA	State Unemployment Tax	\$116.14
			VISER	Vision Insurance-Employer	\$68.40
			Total Matches:		\$14,845.84

Wages of \$58,078.87 less Deductions of \$0.00 equals Net Pay of \$58,078.87.

Wages of \$58,078.87 plus Matches of \$14,845.84 equals Total Expense of \$72,924.71.

Pro Forma Calc Totals by Fund

Check Date: 11/30/2023

Prowers County

Fund: 009 Lodging Tax Fund

Incomes		
Code	Description	Amount
16	Extra Duty Flat Rate	\$211.75
Total Income:		\$211.75

Deductions		
Code	Description	Amount
FICA	Employer - Social Security T	\$12.80
HRBAR	Health Insurance-Employer	\$32.65
LIFER	Life Insurance	\$0.35
MED	Employer - Medicare Tax	\$2.99
RETIR	Retirement ER	\$10.59
SUTA	State Unemployment Tax	\$0.42
VISER	Vision Insurance-Employer	\$0.28
Total Matches:		\$60.08

Wages of \$211.75 less Deductions of \$0.00 equals Net Pay of \$211.75.

Wages of \$211.75 plus Matches of \$60.08 equals Total Expense of \$271.83.

Pro Forma Calc Totals by Fund

Check Date: 11/30/2023

Prowers County

Fund: 011 Public Health Agency Fu

Incomes

Code	Description	Amount
11	Salary	\$58,864.38
12	Hourly Wage	\$48,809.75
15	Incentive	\$55,000.00
16	Extra Duty Flat Rate	\$2,795.16
Total Income:		\$165,469.29

Deductions

Matches

Code	Description	Amount
FICA	Employer - Social Security T	\$9,947.86
HRBAP	Hlth Ins.- Employer for PT E	\$429.44
HRBAR	Health Insurance-Employer	\$12,078.00
LIFER	Life Insurance	\$153.36
MED	Employer - Medicare Tax	\$2,326.52
RETIR	Retirement ER	\$7,866.26
SUTA	State Unemployment Tax	\$330.94
VISER	Vision Insurance-Employer	\$119.70
Total Matches:		\$33,252.08

Wages of \$165,469.29 less Deductions of \$0.00 equals Net Pay of \$165,469.29.

Wages of \$165,469.29 plus Matches of \$33,252.08 equals Total Expense of \$198,721.37.

Pro Forma Calc Totals by Fund

Check Date: 11/30/2023

Powers County

Fund: 013 Consolidated Return Mail

Incomes		Deductions		Matches	
Code	Description	Amount	Code	Description	Amount
11	Salary	\$5,265.60	FICA	Employer - Social Security T	\$7,938.16
12	Hourly Wage	\$77,380.47	HRBAR	Health Insurance-Employer	\$20,613.74
13	Overtime	\$299.93	LIFER	Life Insurance	\$271.59
15	Incentive	\$24,400.00	MED	Employer - Medicare Tax	\$1,856.50
33	Lead Tech Hourly	\$11,048.11	RETIR	Retirement ER	\$6,467.07
35	Supervisor Hourly	\$10,975.33	SUTA	State Unemployment Tax	\$259.28
36	Supervisor OT	\$271.72	VISER	Vision Insurance-Employer	\$192.21
Total Income:		\$129,641.16	Total Matches:		\$37,598.55

Wages of \$129,641.16 less Deductions of \$0.00 equals Net Pay of \$129,641.16.

Wages of \$129,641.16 plus Matches of \$37,598.55 equals Total Expense of \$167,239.71.

Pro Forma Calc Totals by Fund

Check Date: 11/30/2023

Prowers County

Fund: 014 Overflow Processing Cen

Incomes

Code	Description	Amount
12	Hourly Wage	\$49,736.41
16	Extra Duty Flat Rate	\$3,000.00
33	Lead Tech Hourly	\$9,266.78
34	Lead Tech OT	\$15.75
35	Supervisor Hourly	\$7,352.19
36	Supervisor OT	\$546.49
37	QA Hourly	\$3,631.26
38	QA OT	\$628.50
Total Income:		\$74,177.38

Deductions

Matches

Code	Description	Amount
FICA	Employer - Social Security T	\$4,531.23
HRBAR	Health Insurance-Employer	\$14,949.26
LIFER	Life Insurance	\$172.29
MED	Employer - Medicare Tax	\$1,059.68
RETIR	Retirement ER	\$3,630.04
SUTA	State Unemployment Tax	\$148.38
VISER	Vision Insurance-Employer	\$138.39
Total Matches:		\$24,629.27

Wages of \$74,177.38 less Deductions of \$0.00 equals Net Pay of \$74,177.38.

Wages of \$74,177.38 plus Matches of \$24,629.27 equals Total Expense of \$98,806.65.

AP Check Register (APLT43)

Prowers County

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 2 Account: 10225				
70612	11/27/2023	23	Aflac	\$2,366.20
70613	11/27/2023	1126	Barbara White	\$7,716.00
70614	11/27/2023	896	Celia M. Salazar	\$4,659.00
70615	11/27/2023	209	Colonial Life & Accident Ins Co.	\$1,113.76
70616	11/27/2023	119	Continental American Insurance Company	\$1,206.50
70617	11/27/2023	192	County Health Pool	\$118,113.64
70618	11/27/2023	393	Family Support Registry	\$2,383.22
70619	11/27/2023	392	Fidelity Security Life Insurance Co.	\$15.57
70620	11/27/2023	382	Frontier Bank	\$188,301.01
70621	11/27/2023	611	LegalShield	\$248.20
70622	11/27/2023	696	MASA Global Building	\$876.00
70623	11/27/2023	1142	Nancy Winsor	\$7,993.00
70624	11/27/2023	707	Nationwide Retirement Solutions	\$170.00
70625	11/27/2023	796	Prowers Co Treasurer	\$929.00
Bank Account Totals:				\$336,091.10
Total Of Checks:				\$336,091.10

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12-5-2023

Submitter: Darren Glover, PAT's Director

Submitted to the County Administration Office on: 11-17-2023

Return Originals to: Darren Glover

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Drug and Alcohol Policy for Prowers Area Transit and Prowers County Road and Bridge covering FTA and FMCSA Safety Sensitive individuals, with the adoption date of December 5, 2023.

Justification or Background: Required revisions to the policy by CDOT and FMCSA from audit

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 11-25-2023

Additional Approvals (if required):



DRUG AND ALCOHOL POLICY
PROWERS COUNTY (Powers Area Transit/Powers County Road & Bridge)
Adopted as of December 5, 2023

A. PURPOSE

- 1) The Powers Area Transit provides public transit and paratransit services for the residents of Powers Area Transit. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Powers Area Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test; 49 CFR Part 382 for Federal Motor Carrier Safety Administration (FMCSA); and The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.
- 3) Any provisions set forth in this policy that are included under the sole authority of Powers County and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Powers County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

This policy applies to every person whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function" as defined below, and any person applying for such positions.

Under FMCSA (Part 382), you are a covered employee if you perform any of the following safety-sensitive functions:

- Driving a commercial motor vehicle which requires the driver to have a CDL
- Waiting to be dispatched to operate a commercial motor vehicle
- Inspecting, servicing, or conditioning any commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle (except resting in a sleeper berth)
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloading, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded
- Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle

Under FTA (Part 655), you are a covered employee if you perform any of the following: (1) operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), (2) maintenance of a revenue service vehicle or equipment used in revenue service, (3) security personnel who carry firearms, (4) persons controlling the dispatch or movement of revenue service vehicles and (5) any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident (FTA): An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;

- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage*
- d. means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Actual Knowledge: (For FMCSA Agencies) Actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in §382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Clearinghouse: The FMCSA database that 49 CFR Part 382 requires employers and service agents to report information to, and to query, regarding CDL drivers who are subject to the DOT controlled substance and alcohol testing regulations.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA/FMCSA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term “donor” as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC’s Web page for “Approved Evidential Breath Measurement Devices” because it conforms with the model specifications available from NHTSA.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: (FMCSA) All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- (2) All time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation;
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of §393.76 of this subchapter);
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Safety-sensitive functions: (FTA) Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and

- (5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B)

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.

- (6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

D. EDUCATION AND TRAINING

- 1) For FMCSA Agencies: Prowers County Road & Bridge will provide educational materials that explain the requirements of Part 382 as well as this policy. Prowers County Road & Bridge will ensure that a copy of these materials is distributed to each driver prior to the start of alcohol and controlled substances testing and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle.

The materials to be made available to drivers shall include what is provided in this policy document in addition to a detailed discussion the following:

- 1) Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management; and
- 2) The requirement that the following personal information collected and maintained under Part 382 and this policy shall be reported to the FMCSA Clearinghouse:
 - a. A verified positive, adulterated, or substituted drug test result;
 - b. An alcohol confirmation test with a concentration of 0.04 or higher;
 - c. A refusal to submit to any test required by subpart C of this part;
 - d. An employer's report of actual knowledge, as defined at §382.107;
 - e. On duty alcohol use pursuant to §382.205;
 - f. Pre-duty alcohol use pursuant to §382.207;
 - g. Alcohol use following an accident pursuant to §382.209; and
 - h. Controlled substance use pursuant to §382.213;
 - i. A substance abuse professional (SAP as defined in §40.3 of this title) report of the successful completion of the return-to-duty process;
 - j. A negative return-to-duty test; and
 - k. An employer's report of completion of follow-up testing.
- 3) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

- 4) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

USDOT drug testing regulations (49 CFR Part 40) require that all employees covered under FTA/FMCSA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Prowers County supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) Prowers County shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. FOR FTA COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
 - iii. FOR FMCSA COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following administration of the test.

- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Prowers County, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Prowers County employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including agency premises and agency vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Prowers County management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA/FMCSA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Prowers County authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with Prowers County. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Prowers County. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Prowers County will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Prowers County will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

7) Observed collections

- a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:
- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Prowers County that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to Prowers County that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
 - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

- v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a

positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours for FTA covered employees, and twenty-four hours for FMCSA covered employees, or for the duration of the work day whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

- 3) Prowers County affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA/FMCSA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA/FMCSA authority or company authority until the employee takes a drug test with verified negative results.
 - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA/FMCSA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.
- e. If a pre-employment test is canceled, Prowers County will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide Prowers County with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Prowers County is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Prowers County proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

2) FMCSA Drug Testing Exceptions

A driver is not required to undergo a pre-employment test if:

- I. The driver has participated in a DOT testing program within the previous 30 days; and
- II. While participating in that program, either:
 - a. Was drug tested within the past six months (from the date of application with the employer), or

- b. Participated in the random drug testing program for the previous 12 months (from the date of application with the employer); and
- III. Prowers County can ensure that no prior employer of the driver of whom Prowers County Road & Bridge has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months

L. REASONABLE SUSPICION TESTING

- 1) All Prowers County FTA/FMCSA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Prowers County authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) PC Department Supervisors shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Prowers County DER

- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. Prowers County shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of Prowers County. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

M. POST-ACCIDENT TESTING

FTA Procedures:

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- 2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

FMCSA Procedures:

Covered employees shall be subject to FMCSA post-accident drug and alcohol testing under the following circumstances:

FATAL ACCIDENTS – As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.

NON-FATAL ACCIDENTS – As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

1. The accident results in injuries requiring immediate medical treatment away from the scene; or
2. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

1. The accident results in injuries requiring immediate medical treatment away from the scene; or
2. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

General Accident Procedures:

The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an

alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that PC Department head is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Prowers County may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA/FMCSA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA/FMCSA administrator. The current year testing rates can be

viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.

- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) USDOT covered employees will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Prowers County authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Prowers County' authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums)

will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.

- d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
 - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m. Fail to remain readily available following an accident.
 - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) For the first instance of a verified positive test from a sample submitted as the result of a random drug/alcohol test, disciplinary action against the employee shall include:
- a. Mandatory referral to Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a return to duty agreement;
 - b. Failure to execute, or remain compliant with the return-to-duty agreement shall result in termination from Prowers County employment.
 - i. Compliance with the return-to-duty agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in this policy.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.
 - d. A periodic unannounced follow-up drug/alcohol test which results in a verified positive shall result in termination from Prowers County employment.

- 5) The first instance of a verified positive post-accident or reasonable suspicion drug and/or alcohol test shall result in termination.
- 6) The second instance of a verified positive drug or alcohol test result for any category of testing shall result in termination from Prowers County employment.
- 7) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours for FTA covered employees, and twenty-four hours for FMCSA covered employees, or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 8) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
 - a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Prowers County employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of Prowers County and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
 - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.**

- e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Prowers County.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 9) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

10) FMCSA Procedures for Voluntary Self-Identification

In accordance with 49 CFR Part 382.121, any covered employee who has self-identified to alcohol misuse or prohibited drug use may voluntarily refer her or himself to the PC Department Head, provided the employee makes the admission prior to performing a safety-sensitive function (i.e., prior to reporting for duty) and does not self-identify in order to avoid any testing under this policy. After an employee voluntarily refers her or himself to the employer, the DER will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional assistance before any use affects job performance.

Any safety-sensitive employee who self-identifies to alcohol misuse or prohibited drug use under this policy will immediately be removed from his/her safety-sensitive function until successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert. Prior to returning to a safety-sensitive function, the employee must also undergo a NON-DOT return-to-duty drug test with a verified negative result and/or a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Prowers County is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Prowers County Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision

maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Prowers County or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the *Powers County Board of County Commissioners* on December 5, 2023

Ron Cook
Chairman
Powers County
Commissioner

Wendy Buxton-Andrade
Powers County
Commissioner

Tom Grasmick
Powers County
Commissioner

Jana Coen
Powers County
Clerk

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Prowers Area Transit Drug and Alcohol Program Manager

Name: Darren Glover

Title: Director

Address: 200 East Hickory, Lamar, Colorado

Telephone Number: 719-336-8039

Medical Review Officer

Name: Terri M. Hellings

Title: M.D.

Address: DISA

Telephone Number:

Substance Abuse Professional #1

Name:

Title:

Address:

Telephone Number:

Substance Abuse Professional #2

Name:

Title:

Address:

Telephone Number:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/5/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 11/28/2023

Return Originals to: N/A

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of 2024 Prowers County Holidays.

Justification or Background:

Fiscal Impact:

Approved by the County Attorney on: N/A

Additional Approvals (if required): N/A

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!



HOLIDAYS – 2024

Revised 11/28/2023

January 1 – Monday	New Year's Day
February 19 – Monday	Presidents' Day
March 29 – Friday	Good Friday
May 27 – Monday	Memorial Day
July 4 – Thursday	Independence Day
September 2 – Monday	Labor Day
November 11 – Monday	Veterans Day
November 28 – Thursday	Thanksgiving
November 29 – Friday	Day after Thanksgiving
December 24 – Tuesday	Christmas Eve
December 25 – Wednesday	Christmas Holiday
December 26 – Thursday	Day after Christmas

Approved by BOCC:

Ron Cook, BOCC Chair

Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/5/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 11/28/2023

Return Originals to: N/A

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of Intergovernmental Agreement between Prowers County, Baca County, Bent County, Crowley County, Kiowa County, and Otero County establishing the Southeast Colorado Regional Housing Authority and naming Southeast Colorado Enterprise Development, Inc (SECED) as the Managing Agency of the Regional Housing Authority, effective on the date the last County signs the IGA.

Justification or Background:

Fiscal Impact:

Approved by the County Attorney on: 11/3/2023

Additional Approvals (if required): N/A

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
SOUTHEAST COLORADO REGIONAL HOUSING AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTIES OF BACA, BENT, CROWLEY, KIOWA, OTERO, and PROWERS, COLORADO, (collectively, the "Parties").

A. The provisions of Section 18 or Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government.

B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other, subject to annual appropriation, to establish a separate governmental entity to be known as a multijurisdictional housing authority.

C. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families, or individuals, of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

D. The Parties recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interest of residents of Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties ("Six County Region").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

**ARTICLE I
ESTABLISHMENT OF AUTHORITY**

Section 1.1. Establishment and Name of Authority. The Parties hereby establish a multijurisdictional housing authority to be known as the Southeast Colorado Regional Housing Authority (the "Authority").

Section 1.2. Purpose. As used in this Agreement, the term "affordable housing" shall include but shall not be limited to affordable housing, attainable housing, community housing, and workforce housing. This definition shall not be construed to place limits on the powers or duties of the Authority. The purpose of the Authority shall be to:

(i) effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in the Six County Region, including the incorporated jurisdictions, to provide:

- (a) dwelling accommodations at rental prices or purchase prices within the means of families, or individuals, of low or moderate income;
- (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority;
- (c) gap funding for acquisition and development projects serving low and moderate income households;
- (d) administer housing voucher programs funded through the U.S. Department of Housing and Urban Development or other similar programs;
- (e) mixed income or mixed-use properties that facilitate either of the purposes set forth in Section 1.2 (a) or (b);
- (f) participate in public/private partnerships to ensure that housing development serves local community needs; and
- (g) support local jurisdictions in redeveloping blighted properties.
- (ii) conduct administrative functions with respect to leasing, sales, eligibility, deed restriction compliance, and support of financing, acquisition, construction, repair, maintenance, management, resident education, and operation of new and existing affordable housing units in the Six County Region;

Section 1.3. Functions or Services. The Authority shall have any and all powers, duties, rights and obligations as such are set forth in C.R.S. Section 29-1-204.5, except as specifically provided herein. The functions and services of the Authority include without limitation the following:

- (i) Advise local governments of the practical applications of local housing policy and infrastructure needs;
- (ii) Review development proposals and participate as appropriate;
- (iii) Facilitate partnerships to create housing;
- (iv) Allocate funds for eligible housing projects;
- (v) Facilitate the establishment of a housing trust;
- (vi) Identify and facilitate the acquisition of vacant land that may be developed for affordable housing;
- (vii) Identify financing opportunities;
- (viii) Propose ballot initiatives in support of affordable housing;
- (ix) Acquire existing housing or other real estate to assure retention of or conversion to affordable housing stock;
- (x) Obtain development approvals and issue requests for proposals for private sector and non-profit entities to build affordable housing;
- (xi) Develop new for-sale or rental affordable housing;
- (xii) Rehabilitate existing housing;

- (xiii) Manage affordable housing properties;
- (xiv) Administer housing voucher programs;
- (xv) Construct infrastructure to serve affordable housing.

Section 1.4. Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that are party to this Agreement, unless said boundaries are modified by the Authority.

Section 1.5. Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the Parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a Party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of the Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and the corporate. The Authority shall operate and exist pursuant to the provisions of C.R.S. Section 29-1-204.5, and is hereby explicitly recognized by the Parties not to exist under the laws of C.R.S. Section 29-4-201, *et seq.* The Authority may deposit and invest its moneys in the manner provided in this Agreement and in Article 10.5 and 47 of Title 11, Colorado Revised Statutes. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the Parties. Further, the Parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects separate and apart from the Authority.

Section 1.6. Managing Agency. The parties to this Agreement are also members of Southeast Colorado Enterprise Development, Inc ("SECED"). SECED has agreed to act as the Managing Agency of the Authority. SECED will manage the Authority including day to day management under the direction of the Board will act as the fiscal agent of the authority and for the auditing of the Authority's finances. The Authority's employees, agents, and the Board of Directors will be subject to the SECED Employee Handbook. Employees of the Authority shall be eligible for employment benefits and resources of SECED.

Section 1.7. Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

Section 1.8. No Waiver. Nothing contained in this Agreement shall constitute a waiver by Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties or local municipalities of any of their respective or joint planning, zoning, land use or other governmental authority or power. All projects of the Authority shall be subject to the planning, zoning, sanitary, and building laws, ordinances, and regulations applicable to the locality in which a project is situated.

ARTICLE II POWERS

Section 2.1. Powers of Authority. In addition to any other powers provided by applicable law, the Authority shall have the following general powers:

- (i) To identify the need for affordable housing for the population segments identified by the Authority residing, or needing to reside, in the Six County Region, and to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate projects and programs pursuant to a

multijurisdictional or individual jurisdiction plan within the means for families, or individuals, of low or moderate income.

(ii) To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

(iii) To make and enter into contracts with any person, including, without limitation, contracts with local, state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to the agreement.

(iv) To employ agents and employees, including an executive director, who may employees of one of the Parties, and to set the compensation and provide for performance review of the same;

(v) The power, but not the duty or obligation, to develop creative financing and construction programs, as well as incentives, in order to encourage the public or private sector to provide affordable housing for families and individuals in Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties, and to cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

(vi) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

(vii) To fix, maintain, and revise fees, rents, security deposits, and chargers for functions, services, or facilities provided by the Authority;

(viii) To adopt, by resolution, bylaws, regulations, guidelines and policies respecting the exercise of its powers and the carrying out of its purposes;

(ix) To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

(x) To seek voter approval, via ballot initiative, to incur multiyear debt to support financing, acquisition, and development of housing for low and moderate income households.

(xi) To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, though, or by means of an agent or by contracts with any person, firm, or corporation; and

(xii) To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as in may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time.

(xiii) To hold, administer, enforce, and/or cure deed restrictions on behalf of the Authority and/or the Parties.

Section 2.2. Duties of the Authority. The Authority will have the duties set forth in this Section.

(i) Administration: The Authority through its Managing Agency shall

- (a) Prepare an annual budget for the Authority pursuant to the terms and provisions of the Local Government Budget Law of Colorado, which will identify revenues and expenditures required to accomplish the goals and objectives of the Authority as set forth in this Agreement, and which shall be approved by the parties to this Agreement;
- (b) With respect to accounting, reporting, auditing, and operational procedures, follow the provisions and guidelines of the Colorado Local Government Uniform Accounting Law and the Colorado Local Government Audit Law;
- (c) Manage its financial records and work with its agents on a yearly audit;
- (d) Maintain records of all Authority meetings, resolutions, and planning documents and make them available in the Authority's office for public review; and
- (e) Obtain its own legal counsel. Legal assistance for the Authority will be provided by outside counsel. The Secretary shall recommend to the Board when legal services are required and how they may be obtained;
- (f) Purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. Sec. 24-10-110; and
- (g) Administer community housing guidelines on behalf of the Six County Region.

(ii) Market Resales and Rental Vacancies and Review Qualifications of Applicants, Owners and Residents: The Authority shall:

- (a) Notify the public of the availability of and review qualifications of applicants, owners and residents for deed restricted or affordable housing rental units; and
- (b) Notify the public of the availability of and review qualifications of owners and applicants for, and arrange for transfer of title to, deed-restricted or affordable housing fee ownership housing units.

(iii) Needs Assessment: The Authority shall:

- (a) Investigate affordable housing and employment conditions within the jurisdictions of Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties and the means and methods for improving those conditions; and
- (b) Maintain data indicating affordable housing needs in Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties for the population segments designated in this IGA or otherwise identified by the Authority.

(iv) Authority Recommendations: The Authority shall report annually to the governing bodies of Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties the affordable housing needs within Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties for the population segments designated in this IGA or identified by the Authority, as well as the qualifications for ownership or rental of such housing units, as required by existing agreements, land use regulations, deed restrictions, and, upon request, make recommendations for amendments to the development regulations of Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties or municipalities if formally requested by their agents.

ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1. Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

(i) *Number and Qualification of Directors.* The Board of Directors shall have thirteen (13) members. Each of the Parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The parties may but are not required to appoint the same member(s) as they appointed to the SECED Board. The Executive Director of SECED or other staff person appointed by the Board of SECED, shall serve on the Board. All members of the Board of Directors must be residents of the Six County Region, and shall have reached the age of 18 years on the effective date of their appointment.

(ii) *Term of Office.* Each Board member who is an elected official shall serve a two year term expiring on January 31 following each year of a Presidential General Election or the expiration of his or her term in office, whichever occurs first. Upon expiration of an elected official's term, a new elected official shall be appointed by the Party experiencing the vacancy within thirty (30) days. The initial term appointments to the Board of Directors will have staggered terms of one (1) and two (2) years as determined by the appointing board.

(iii) *Vacancies.* Vacancies in positions appointed by the Parties shall be filled by the entity experiencing the vacancy for the unexpired term. Vacancies in at large positions shall be filled by a majority vote of the remaining members of the Board.

(iv) *Resignation or Removal.* Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board who are elected officials serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will as any time without cause. Furthermore, unless excused by the Board, if a director fails to attend three regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties or obligations as a director, he or she may be removed by the Board and their position shall be filled by the Board or, in the case of an elected official, the appointing entity shall fill such vacancy within thirty (30) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and, in the case of an elected official, the entity which appointed him or her.

(v) *Compensation of Directors.* Directors shall receive no compensation for their services, but shall be entitled to reimbursement of necessary expenses, including without limitation travel expenses, incurred in the discharge of their duties.

(vi) *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the forgoing, or any other provision herein to the contrary, the following actions shall require the approval of seventy-five percent (75%) of the full Board of Directors: (i) proposal of ballot initiatives; (ii) the removal of a director under Section 3.1 (d) herein; and (iii) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. § 24-6-401 *et seq.*

(vii) *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of Article 1 of Title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2. Officers. The officers of the Authority shall be President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

(i) *Election and Term of Office.* The officers of the Authority shall be elected annually by the Board. Each officer shall hold the office until his/her successor shall have been duly elected and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

(ii) *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board whenever in the Board's judgement the best interest of the Authority will be served thereby.

(iii) *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of the unexpired portion of the term.

(iv) *Duties.*

(a) *President.* The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Board of Directors to some other officer or agent of the Authority, or is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(b) *Vice President.* In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as

from time to time may be assigned to the Vice President by the President or by the Board of Directors.

- (c) *Secretary*: The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-6-401 *et seq.* and this Agreement or as otherwise provided by law; (c) attest to documents signed by the President, Vice President, or other authorized member or agent of the Board of Directors; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.
- (d) *Treasurer*. The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors. All checks written from an Authority bank account over ten thousand dollars (\$10,000.00) shall require the signature of the Treasurer and a single member of the Board of Directors or the signature of two members of the Board of Directors.

Section 3.3. Housing Development Director. The Housing Development Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Housing Development Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Housing Development Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members. The Housing Development Director shall be entitled to the same benefits as provided to SECED employees and subject to the SECED Employee Handbook.

Section 3.4. Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority, which shall include the following:

(i) **Grievance Committee** The Board will appoint a Grievance Committee which will have three (3) members. The Grievance Committee will include as members the Executive Director of SECED (or other staff member as assigned), the Housing Authority Board President, and one elected official from the County in which the grievance originated. Appointments of Grievance Committee members shall occur annually. Each county shall appoint an elected official who will serve on an ad hoc basis as needed. The elected official from the County in which the grievance originated may also serve on the Board, but is not required to do so.

- (a) Appeals or grievances of community guidelines,

- (b) Meetings scheduled as needed,
- (c) May request engagement of an attorney for legal advice, and
- (d) The executive director will submit staff reports and serves as staff for the committee.

(ii) **Development Committee**, which will have as members the executive director of SECED, the Housing Development Director or her designee, one committee member who has land use and/or property development experience, and three committee members from the local municipalities. Development committee members must not be elected to or appointed to currently serve on any planning commissions within the Six County Region. All recommendations, development plans, and expenditures of this committee must be approved by the Board.

- (a) The Development Committee is responsible for advancing development of affordable housing in the Six County Area by:
 - Preparing RFQs for development,
 - Working and advancing public private partnerships,
 - Making funding recommendations,
 - Pursuing grants and loans, and
 - Leveraging land assets of the Authority for the development of affordable housing,
 - Working with local municipalities to bring forward housing projects to the board;
- (b) Meeting scheduled as needed with the Housing Development Director; and
- (c) Attendance by two (2) or more members plus the Executive Director will constitute a quorum.

Section 3.5. Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6. Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV SOURCES OF REVENUE

Section 4.1. Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following:

- (i) Federal, state, local and private grants or donations;
- (ii) Property management fees;
- (iii) Rents or other lease income;
- (iv) Interest on interest bearing accounts;
- (v) Proprietary revenue of the Parties in accordance with the Agreement;
- (vi) Revenue or general obligation bonds issued in accordance with applicable law; and
- (vii) Developer fees or fees generated through the development of housing; and

Section 4.2. Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority beginning on January 1, 2024 ("Initial Funding Term") in the amounts set forth in subsection (i) of this Section 4.5. Funding by the parties for the Initial Funding Term shall be consistent with the initial projected budget for the Authority ("Projected Budget"), which is attached to this Agreement as Exhibit A. These funds are intended to be the primary source of funding for the administration and development of future housing projects in the region for the next five years. The parties agree to revisit additional funding, if necessary in five years from this agreement to determine whether additional funding is warranted. However, the Initial Funding Term is intended a seed funds to allow the Authority to be financially self-sustaining.

(i) *Source of Funds*. The Parties agree that the funds to be transferred to the Authority for the Initial Funding Term from SECED shall be from the fees collected in the Southeast Workforce Housing Project in an amount of \$400,000.00. These funds are intended to allow the Authority to cover administrative costs, develop additional housing projects for the parties, leverage external matching funds for grants or loans, and create additional revenue to allow the Authority to become self-sustaining.

(ii) *Additional County Funds*. Beyond funds provided for the Initial Funding Term, certain Counties have contributed additional funds that will be transferred to the Authority to be spent on the development of housing projects within the County these funds originated. Any expenditure of these Additional County Funds over \$100,000.00 must receive approval from the Board of County Commissioners were the funds originated. These funds are geographically bound to be spent within the County of origin as follows:

Baca County	\$190,000.00
Bent County	\$400,000.00
Otero County	\$240,000.00
Prowers County	\$720,000.00

ARTICLE V AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to SECED at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to SECED shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used

herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI TERMINATION OR ADDITIONAL MEMBERS

Section 6.1. Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two governmental parties are willing to remain as parties to this Agreement. Upon termination, each Party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the Parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination, unless: (i) provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations, and (ii) nationally recognized bond counsel has delivered an opinion to the effect that such termination or rescission, in and of itself, will not adversely affect the tax status of interest payable on such escrowed obligations. In the event of termination of this Agreement and the resulting dissolution of the Authority, the assets of the Authority shall be distributed as follows:

(i) All assets acquired from contributions from the Parties shall be returned to SECED if said assets are still in existence.

(ii) If assets contributed to the Authority are not in existence, the contributing party shall have the option of receiving the fair market value of each asset at the time of disposal by the Authority in either cash or assets of the Authority.

(iii) All assets acquired by the Authority after the date of this Agreement from funds provided by the parties shall be distributed to the parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the parties for acquisition of each asset.

(iv) The Parties may agree in writing to dispose of any assets of the Authority in any other acceptable manner.

(v) If the participating members cannot agree on the disposition of any assets of the Authority within sixty (60) days after termination, said assets shall be subject to an independent appraisal and shall be sold at public auction with the deed restriction intact as soon as practicable with the proceeds allocated to the parties in the same proportion as the total contribution of funds by the respective parties for acquisition of the asset.

unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2. Termination of Participation. Any Party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other Party or Parties, provided that such withdrawing party shall pay all of its obligations hereunder or pursuant to any effective funding agreement through and including the effective date of the termination of its participation.

Section 6.3. Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such

amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII GENERAL PROVISIONS

Section 7.1. Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

Section 7.2. Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the Parties and supersedes all prior agreements and understandings, if any, and may be amended, modified or supplemented only by an instrument in writing executed by all Parties to this Agreement.

Section 7.3. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

Section 7.4. Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Agreement. Each Party expressly represents that except as to the approval specifically required by this Agreement, such Party does not require any third party's consent to enter into this Agreement.

Section 7.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

Section 7.6. Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

Section 7.7. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

Section 7.8. Pre-Existing Projects. The Authority shall not be the successor to any nonprofit corporation, agency, or other entity heretofore organized by the contracting member governments to provide the same function, service or facility. No rights, contracts, obligations, and property, both real and personal, of such municipality or county used for or in relation to housing shall vest in the Authority, including any ownership interest in any housing projects in existence at the time of the execution of this Agreement.

Section 7.9. Notices. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented, sent via electronic mail, or sent via pre-paid, first-class United States Mail, to the party at the applicable address set forth below:

If to Baca County:

XXXX

With a copy to:

Baca County Attorney
XXX

If to Bent County:

XXX

With a copy to:

Bent County Attorney
P.O. Box 964
Las Animas, CO 80461

If to Crowley County:

XXXX

With a copy to:

Crowley County Attorney
XXX

If to Kiowa County:

XXXX

With a copy to:

Kiowa County Attorney
XXX

If to Prowers County:

XXXX

With a copy to:

Prowers County Attorney
XXX

If to Otero County:

XXXX

With a copy to:

Otero County Attorney
XXX

SIGNATURE PAGES FOLLOW

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
BACA COUNTY, COLORADO

By: _____
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

_____, County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
BENT COUNTY, COLORADO

By: _____
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

_____, County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
CROWLEY COUNTY, COLORADO

By: _____
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

, County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
KIOWACOUNTY, COLORADO

By: _____
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

, County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
OTERO COUNTY, COLORADO

By: _____
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

_____, County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

By: _____
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

_____, County Attorney

EXHIBIT A
PROJECTED BUDGET

(see next page)



WILLIFORD, LLC

land use & affordable housing

DATE: November 2, 2023

TO: SECED – Six County Boards of County Commissioners

FROM: Michael Yerman, MYRP Senior Planner & Willa Williford, Williford LLC

THROUGH: Stephanie Gonzales, SECED Executive Director

SUBJECT: Regional Housing Authority – Intergovernmental Agreement for Consideration

Background

SECED secured an Innovative Housing Solutions Grant in early 2023 to further the regional housing work begun with the Southeast Workforce Housing Project. One of the major focus points of the work has been the formation of a Multijurisdictional Regional Housing Authority (RHA). Attached to this memo is an adoption ready draft of the Intergovernmental Agreement (IGA) for the potential creation of a six-county RHA.

Purpose of the Regional Housing Authority

The RHA is a quasi-governmental entity that will be able to leverage funds collaboratively across the region, and build on the momentum of the funds and expertise generated from the High Prairie Homes build. The RHA is being formed by the six county's BOCC and will geographically allow all residents and municipalities within the boundary to participate. This is being formed at the county level to ensure local municipalities can bring forward projects for funding or other development assistance without placing local elected municipal leaders or planning commissioners in a position that could possibly jeopardize their quasi-juridical authority of reviewing a development within their jurisdiction. The RHA also ensures through its legal IGA creation that our local municipal governments retain their land use authority on reviewing housing development applications.

The RHA is envisioned to be a resource to assist our communities with creating public/private partnerships that make development and financing future housing projects possible. Focus areas are proposed to be continued regional collaboration, land banking, technical assistance, grant writing, and leveraging regional funding. This entity is intended to steward the public funds generated by the Southeast Workforce Housing builds, and bring in new resources that can be used across the region. It is not intended to duplicate or replace any existing housing agencies.

Relationship Between New RHA and SECED

The RHA will use SECED to be the managing agency to oversee the finances and complete a yearly audit as required by law. A Housing Development Director is proposed to be hired to work with the local municipalities and local Housing Authorities to facilitate the development of housing. The SECED Executive Director is proposed to serve on the RHA Board.

Summary of the Intergovernmental Agreement

The IGA as currently drafted includes:

- The geographic boundary will be the six county area.
- The RHA will be a legally separate entity, and SECED will be the “managing agency” that provides fiscal oversight and employee benefits.
- Clarification that the IGA does not have land use powers; all land use powers remain at the County and municipal levels.

- Powers and purpose of the authority as described above.
- Requirement that the RHA provide an annual report to each of the six participating counties.
- Composition of the Board as 13 members. Each county appoints two members. These members can, but are not required to be SECED Board members. Each county must appoint at least one elected official. The 13th member is SECED Executive Director or other staff as appointed.
- Staff of the organization is anticipated to be a Housing Development Director; hiring process is anticipated as soon as the IGA is fully executed.
- Two committees are contemplated.
 - The Grievance Committee will meet as needed to to hear and address concerns of applicants or residents of affordable housing in the community. The Grievance Committee will include as members the Executive Director of SECED (or other staff member as assigned), the Housing Authority Board President, and one elected official from the County in which the grievance originated.
 - The Development Committee will make recommendations to the RHA Board with regard to funding investments, RFPs, partnerships, pursuing grants and loans, and real estate acquisitions and dispositions. The committee is anticipated to be the Executive Director of SECED, the Housing Development Director, one representative with land use and/or property development experience, and three committee members from local municipalities.
- The sources of funds for the organization are described broadly to create flexibility over time, and include seeking regional grants, fees from development and real estate transactions, and property rental income. The initial funding would come from \$400,000 generated from the Southeast Workforce Housing Project. This is contemplated to be seed funding for the first 3-5 years of operations.
- In addition to the funds provided for the Initial Funding Term, additional funds are available to be invested in housing projects within the County where these funds originated:

■ Baca County	\$190,000.00
■ Bent County	\$400,000.00
■ Otero County	\$240,000.00
■ Prowers County	\$720,000.00

Process for Input and Legal Reviews

The consultant team has gathered extensive feedback to inform the draft you are currently considering. This includes meeting with each County jurisdiction, gathering feedback at three SECED Board meetings, conducting a housing authority and community development specific Open House, and circulating draft documents to the four attorneys' representing the county governments. The current document has received extensive input. It is presented as ready for adoption, but may continue to evolve if there are modifications that better meet your and other communities' needs.

Requested Action

The goal is to have the IGA placed on each BOCC schedule for discussion and adoption before the end of 2023. Michael Yerman is available to attend these meetings in person or by video call. Please contact Michael at michael@myruralplanner.com or 719-221-5380 to coordinate meeting schedules.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 12-5-2023

Submitter: Mark Westhoff, County Administrator

Submitted to the County Administration Office on: Email Poll 11-28-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 11-28-2023 email poll approval of a Letter of Support sent to Colorado Public Utilities Commission regarding Xcel Energy's Colorado Clean Energy Plan 120 Day Report for several future energy development projects in Colorado and authorizing the use of the Commissioner's signature stamps.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):



Board of County Commissioners

Prowers County

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(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

November 28, 2023

Chairman Eric Blank
Commissioner Megan Gilman
Commissioner Tom Plant

Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

RE: Xcel Energy's Colorado Clean Energy Plan 120 Day Report (Docket #21A-0141E)

Dear Commissioners:

The Board of County Commissioners for Prowers County strongly supports Xcel Energy's plans for the future of energy development in Colorado with its Colorado Clean Energy Plan. In this proposal, Xcel Energy puts forward several projects designed to advance renewable energy in the state that will help residents and local businesses reduce carbon emissions as well as boosting the economy through investments, job creation and additional tax revenue.

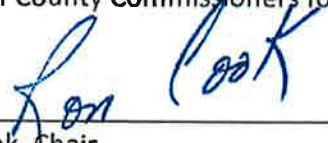
We support the approval of Xcel Energy's Preferred Plan, which includes 22 projects and would double the amount of renewable energy on the system, investing \$14 to \$15 billion across Colorado to deliver more affordable and low-cost clean energy options.

Colorado's Power Pathway, a "transmission highway" is currently under construction in eastern Colorado. The Xcel Energy Preferred Plan projects span the state, with a concentration of proposals located along the Pathway transmission corridor. These projects will bring new economic benefits to rural Colorado, including Prowers County, via landowner lease payments, job creation, and local tax revenue.

The Board of County Commissioners for Prowers County encourages the Colorado Public Utilities Commission to support Xcel Energy's Clean Energy Plan 120 Day Preferred Plan and its beneficial efforts in rural areas such as Prowers County.

Thank you,

Board of County Commissioners for Prowers County, Colorado



Ron Cook, Chair



Wendy Buxton-Andrade, Vice-Chair



Thomas Grasmick, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/5/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 11/29/2023

Return Originals to: N/A

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of 2024 Prowers County Commissioner Meeting Dates.

Justification or Background:

Fiscal Impact:

Approved by the County Attorney on: N/A

Additional Approvals (if required): N/A

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!

2024

COMMISSIONER MEETING DATES			ACCOUNTS PAYABLE & AGENDA ITEMS DUE DATES By 12:00 Noon		PAYROLL DUE DATES By 12:00 Noon	
January	Tuesday	January 9	Wednesday	January 3		
	Tuesday	January 23	Wednesday	January 17	Monday	January 22
February	Tuesday	February 6	Wednesday	January 31		
	Tuesday	February 20	Wednesday	February 14	Tuesday	February 20
March	Tuesday	March 5	Wednesday	February 28		
	Tuesday	March 19	Wednesday	March 13	Tuesday	March 19
April	Tuesday	April 9	Wednesday	April 3		
	Tuesday	April 23	Wednesday	April 17	Friday	April 19
May	Tuesday	May 7	Wednesday	May 1		
	Tuesday	May 21	Wednesday	May 15	Tuesday	May 21
June	Tuesday	June 11	Wednesday	June 5		
	Tuesday	June 25	Wednesday	June 19	Wednesday	June 19
July	Tuesday	July 9	Tuesday	July 2		
	Tuesday	July 23	Wednesday	July 17	Monday	July 22
August	Tuesday	August 13	Wednesday	August 7		
			Wednesday	August 14		
	Tuesday	August 27	Wednesday	August 21	Wednesday	August 21
September	Tuesday	September 10	Wednesday	September 4		
	Tuesday	September 24	Wednesday	September 18	Thursday	September 19
October	Tuesday	October 8	Wednesday	October 2		
	Tuesday	October 22	Wednesday	October 16	Tuesday	October 22
November	Monday	November 12	Tuesday	November 6		
			Wednesday	November 13		
	Tuesday	November 26	Wednesday	November 20	Monday	November 18
December	Tuesday	December 10	Wednesday	December 4		
	Tuesday	December 17	Wednesday	December 11	Tuesday	December 17

Approved by BOCC:

Ron Cook, BOCC Chair

Date