

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
FEBRUARY 21, 2023**

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

8:00 a.m. Board of Human Services Meeting, Lanie Meyers-Mireles

8:30 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:00 a.m. BOCC
- Updates

MEETING AGENDA

Invocation

Pledge of Allegiance

1:00 p.m. 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 February 7, 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. Executive Session pursuant to C.R.S Section 24-6-402(4)(b) and (f)
(Conference with the Attorney for the Board for the purposes of receiving
legal advice on specific legal questions and personnel matter).

Motion to recess: Prowers County Board of Commissioners' Meeting

BOARD OF ADJUSTMENT MEETING AGENDA

1:30 p.m. Motion to open the BOA Meeting
Call Meeting to Order
Roll Call

Motion to open Public Hearing

Michelle Hiigel, Land Use Administrator

- Public Hearing Re: Variance request by EF&M Land and Cattle LLC

Motion to close Public Hearing

BOA ACTION ITEMS:

1. Consider approval for a request by E F & M Land & Cattle, LLC, for a variance to construct a hay shed 25 feet from the front property line-setback requirements are a minimum of 50 feet. The property is located in Section 25, Township 22, Range 47 West, the 6th P.M., located in an A-1 Irrigated Agriculture Zoning District.

Motion to close: Prowers County Board of Adjustment Meeting

Motion to Reconvene: Prowers County Board of Commissioners' Meeting

Michelle Hiigel, Land Use Administrator

- Discussion Re: Certificate of Completion Request by Glen and Connie Koeller

Mark Westhoff, Prowers County Administrator
- Updates

Rose Pugliese, Esq.
- County Attorney Update

ACTION ITEMS:

1. Consider the request of Glen and Connie Koeller for a Certificate of Completion for Farm Nos. 62A, 118 and 141 and full release from the requirements of the Amended Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest for the Amended Application Filed by Arkansas River Farms, LLC and Lower Arkansas Water Management Association and now Amended to include Arkansas River Farms, LLC, *ET AL*.
2. Consider approval of First Amendment to Memorandum of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective December 1, 2019 and ending December 31, 2019 with El Paso County and authorize Lanie Meyers-Mireles, Director of Human Services, to execute the document.
3. Consider approval of Acknowledgement for Issuance of a Special Event Liquor Permit, issued on 2-21-2023 to BPOE Lodge Elks for the USA Lodge NO. 1319, event scheduled for February 25, 2023.
4. Consider ratifying 2-7-2023 Verbal Poll approval of appointing Craig Schenck to the East Prowers Weed Control District Board to fill the remaining term of position for David Wagner, term ending January 2024.
5. Consider ratifying 2-10-23 Email Poll approval of a Letter of Support sent to Colorado Office of Economic Development and International Trade (OEDIT) Economic Development Council of Colorado in support of Prowers Economic Prosperity's (PEP) Grant Application for Colorado Office of Economic Development and International Trade's EDO Action Grant.
6. Consider ratifying 2-10-2023 Verbal Poll approval for Payment of Bills presented in the amount of \$122,659.30 and DHS with WHC Bills presented in the amount of \$8,368.04.
7. Consider Approving Colorado Local Government Opioid Participation Forms to participate in settlement agreements by the Colorado Attorney General and releasing opioid-related legal claims against five opioid companies: Teva Pharmaceutical Industries Ltd., Allergan Finance LLC/Allergan Limited, Walmart Inc, CVS Health Corporation/CVS Pharmacy Inc, and Walgreen Co., authorizing BOCC Chairman to execute the documents.

8. Consider Approving Amendment to Consulting Services Agreement between Prowers County and MGT Consulting Group effective from January 31, 2023 to January 31, 2024 for MGT to provide FY22 2 CFR Part 200 Compliant Cost Allocation Plan to Prowers County totaling \$5300, and authorizing BOCC Chairman to execute the document.
9. Consider ratifying 2-15-23 Email Poll approval of a general Letter of Support for Crossroads' Turning Points, Inc in their request for enhanced Substance Use Disorder services and supports to benefit residents of Prowers County and southeastern Colorado.
10. Consider approval of appointment of two members to the Prowers County Planning Commission Board for terms that expire January 2026.

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: 2/21/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 2/14/2023

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 for a request by E F & M Land & Cattle, LLC, for a variance to construct a hay shed 25 feet from the front property line-setback requirements are a minimum of 50 feet. The property is located in Section 25, Township 22, Range 47 West, the 6th P.M., located in an A-1 Irrigated Agriculture zoning district.

Justification or Background:

Peter Page, sole proprietor of E F & M Land & Cattle, LLC, would like to construct a hay shed on said property. The placement of the building does not meet the minimum front yard setback of 50 feet.

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!

The Prowers County Board of Adjustment hereby gives notice that a public hearing will be held at 1:30p.m., February 21, 2023, in the Board of County Commissioners Boardroom, 301 South Main Street, Lamar, Colorado concerning a request by Peter Page dba EF & M Land and Cattle, LLC, for a Variance to permit a minimum 25 foot front setback in lieu of the required 50 foot minimum setback.

Additional information on the project is available for review at the Prowers County Land Use Office, 1001 South Main Street, Lamar, Colorado. Any questions concerning the application can be directed to Michelle Hilgel, 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.

Prowers County Board of Adjustment
Ron Cook, Chair

Published: Lamar Ledger February 2, 2023-1951601

Public Notice

Public Notice

Amended Public Notice:

The legal description for the property, in which the Variance has been requested, was omitted in the Public Notice published on February 2, 2023. Please see the Amended Public Notice below:

NOTICE OF PUBLIC HEARING

The Prowers County Board of Adjustment hereby gives notice that a public hearing will be held at 1:30p.m., February 21, 2023, in the Board of County Commissioners Boardroom, 301 South Main Street, Lamar, Colorado concerning a request by Peter Page dba EF & M Land and Cattle, LLC, for a Variance to permit a minimum 25 foot front setback in lieu of the required 50 foot minimum setback, located in Section 25 (a.k.a Indian Claim No. 26), Township 22S, Range 47W, 6th P.M.

Additional information on the project is available for review at the Prowers County Land Use Office, 1001 South Main Street, Lamar, Colorado. Any questions concerning the application can be directed to Michelle Hilgel, 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.

Prowers County Board of Adjustment
Ron Cook, Chair

Published: Lamar Ledger February 9, 2023-1953815

ACCOUNT NUMBER	NAME/ADDRESS	F	L	SUB	PROPERTY ADDRESS	ACRES	MAP	STATE S	DST	CITY	SUBDV	ANL	USE	ZN	E
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
SMITH BERNIE & DUSTIN SMITH	500027541 R 001	50	HWY 06941	47-22-24 & 47-22-25	2.90 ACRES	2135	34- LM	SOIL 000 21350 00	3444	*					*
6941 US HIGHWAY 50	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
LAMAR	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
CO 81052	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
MASTER CHG:20210625 COPRDSA	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
WINPRO DEBT OPPORTUNITY FUND II	500027542 R 001	50	HWY 06941	47-22-24 & 47-22-25	3.34 ACRES	2135	34- LM	SOIL 000 21350 00	3195	*					*
LIC	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
6801 S EMPORIA ST SUITE 210	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
GREENWOOD VILLAGE	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
CO 80110	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
MASTER CHG:20221027 COPRMJAN	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
OBERMORTMANN MARK	500047452 R 001	50	HWY 06935	AMENDED 1ST PLAT OGDEN PLAC E FILLING #1	8.25 ACRES	2135	34- WY	SOIL 000 21350 00	11771	*					*
906 POMERANO	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
PORT ISABEL	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
TX 78578	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
MASTER CHG:20060238 JANET	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
RANDEV GURINDER SINGH &	800053412 R 001	46-22-19	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
RANDEV SARABPREET	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
8650 EAST 127TH CT	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
BRIGHTON	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
CO 80602	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
MASTER CHG:20201106 COPRDLA	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
WURST BRIAN G & BEVERLY A WURST	800058400 R 001	INDIAN CLAIM #26 EX 12ACM/L	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
PO BOX 219	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
LAMAR	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
CO 81052	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
MASTER CHG:20220105 COPRDLA	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
LEGAL CHG:20110901 LEANNE	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
LEGAL CHG:20230103 COPRMJ-H	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

EF + M Land + Cattle, LLC
1600 South 14th Street
Lamar, CO 81052
CDOT
2402 South Main Street
Lamar, CO 81052

7022 0410 0002 7229 3128

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Lamar, CO 81052

Certified Mail Fee	\$4.15	0779 05
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$4.78	

Sent To: Daniel + Cynthia Smith
 Street and Apt. No., or PO Box No. 6941 US Hwy 50
 City, State, ZIP+4® Lamar CO 81052

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0002 7229 3111

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

Brighton, CO 80602

Certified Mail Fee	\$4.15	0779 05
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$4.78	

Sent To: Wendy Dunbar
 Street and Apt. No., or PO Box No. 5150 E 127th Ct
 City, State, ZIP+4® Brighton CO 80602

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0002 7229 3135

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Englewood, CO 80110

Certified Mail Fee	\$4.15	0779 05
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$4.78	

Sent To: Wendy Dunbar
 Street and Apt. No., or PO Box No. 6801 S. Emporia St, Suite 210
 City, State, ZIP+4® Englewood CO 80110

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0002 7228 1064

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For delivery information, visit our website at www.usps.com®.

Lamar, CO 81052

Certified Mail Fee	\$4.15	0779 05
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$4.78	

Sent To: Brian + Beverly
 Street and Apt. No., or PO Box No. 1001 Willow Valley Drive
 City, State, ZIP+4® Lamar CO 81052

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0002 7229 3104

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

Port Isabel, TX 78578

Certified Mail Fee	\$4.15	0779 05
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$4.78	

Sent To: Mark Oberwiesmann
 Street and Apt. No., or PO Box No. 1100 S. 14th Street
 City, State, ZIP+4® Port Isabel TX 78578

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0002 7229 3098

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CERTIFIED MAIL® RECEIPT
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Lamar, CO 81052

Certified Mail Fee	\$4.15	0779 05
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$4.78	

Sent To: EF + M Family LLC
 Street and Apt. No., or PO Box No. 1100 S. 14th Street
 City, State, ZIP+4® Lamar CO 81052

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0002 7229 3081

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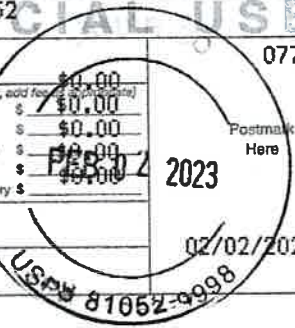
For delivery information, visit our website at www.usps.com.

Lamar, CO 81052

Certified Mail Fee	\$4.15	0779
\$		05
Extra Services & Fees (check box, add fee)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$4.78	
Sent To	1 DOT	
Street and Apt. No., or PO Box No.	2402 S. Main Street	
City, State, ZIP+4 [®]	Lamar CO 81052	

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/21/2023

Submitter: Darla Scranton Specht/Michelle Hiigel

Submitted to the County Administration Office on: 02/14/2023

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date: Not applicable.

Item Title/Recommended Board Action:

Consider the request of Glen and Connie Koeller for a Certificate of Completion for Farm Nos. 62A, 118 and 141 and full release from the requirements of the AMENDED PERMIT TO CONDUCT A DESIGNATED ACTIVITY OF STATE INTEREST OR TO ENGAGE IN DEVELOPMENT IN A DESIGNATED AREA OF STATE INTEREST FOR THE AMENDED APPLICATION FILED BY ARKANSAS RIVER FARMS, LLC AND LOWER ARKANSAS WATER MANAGEMENT ASSOCIATION AND NOW AMENDED TO INCLUDE ARKANSAS RIVER FARMS, LLC, *ET AL.*

Justification or Background:

A work session was held on this matter on February 7, 2023 to discuss the status of Farm Nos. 62A, 118 and 141. Agronomist Michelle Nelson will provide her report and final recommendations regarding Koeller's request on February 21, 2022. Because the request has been made by Mr. and Mrs. Koeller, action will be required by the Board of County Commissioners for Prowers County, Colorado sitting as the 1041 Permit Authority to approve or deny the request.

Fiscal Impact: All time of staff and attorney is included in the cost deposit from Mr. and Mrs. Koeller.

Approved by the County Attorney on: February 13, 2023 by Darla Scranton Specht as Special County Attorney for assigned 1041 matters.

Additional Approvals (if required): None.

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

THANK YOU!

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/21/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 2/7/23 ,

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of First Amendment to Memorandum of Understanding to facilitate the **Prowers County Hotline County Connection Center with answer and processing of Child Welfare** and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective December 1, 2019 and ending December 31, 2019 with El Paso County and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with a handwritten signature.” *

Justification or Background: El Paso County reached out to Ron Trowbridge stating this MOU had not been executed and they need a signed agreement. This MOU Amendment allowed for additional compensation to the HCCC for services during the stated time period.

Fiscal Impact: This item is budgeted in the following account code:
2019 Additional Revenue: \$15,000

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

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!

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Between
EL PASO COUNTY
and
PROWERS COUNTY

This First Amendment to Memorandum of Understanding ("First Amendment") regarding the Hotline County Connection Center (HCCC) is made by and between El Paso County, Colorado ("El Paso County") a body corporate and politic by and through its Board of County Commissioners, and Prowers County, Colorado body corporate and politic by and through its Board of County Commissioners ("Prowers County"). El Paso County and Prowers County shall jointly be referred to as the "Parties".

RECITALS

1. In 2015, the state of Colorado activated the Colorado Child Abuse and Neglect Hotline ("Hotline") in order to provide a one, easy-to-remember toll-free phone number for individuals to use statewide to report suspected child abuse and neglect. The hotline serves as a direct, immediate and efficient route to the counties which are responsible for accepting and responding to child abuse and neglect inquiries and reports. The Hotline calls are currently routed to the County where a child resides.
2. This Memorandum of Understanding ("MOU") is developed in partnership between Prowers County and El Paso County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the Hotline regarding persons that reside in El Paso County, Colorado.
3. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related Hotline calls on behalf of El Paso County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. El Paso County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so El Paso County can complete the final disposition of each call.

FIRST AMENDMENT

- A. The First Amendment is effective December 12, 2019 and will remain in place up to and including December 31, 2019.
- B. The First Amendment increases the original MOU budget by \$15,000.00 to cover the costs of call coverage services for the remainder of 2019.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of this 26 day of December 2019.

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
 FOR: HOTLINE COUNTY CONNECTION CENTER
 CONTRACT NO. DHS-18-52
 PAGE 2

Approving Entities		Approving Entities	
Signed: <u>Z</u>		Signed:	
Name: Mark Waller		Name:	
Title: Chair		Title:	
ATTEST:		Entity: <u>Prowers County</u>	
BY: <u>Charles D. Brannen</u>		State Confirmation	
County Clerk and Recorder		Date:	
APPROVED AS TO FORM:		Signed:	
BY: <u>Diana M. May</u>		Name: <u>Ann Williams</u>	
Office of the County Attorney		Title: <u>Hotline System Operations Analyst</u>	
Entity: El Paso County		Entity: <u>Colorado Department of Human Services</u>	

Rachel Kline

From: Lisa Kirkman
Sent: Thursday, December 5, 2019 2:59 PM
To: Diana May; Rachel Kline
Subject: Re: Direction Needed - Prowers MOU

Thanks Diana. Rachel- do you have what you need for next step? Thanks. Lisa

[Get Outlook for iOS](#)

From: Diana May <DianaMay@elpasoco.com>
Sent: Thursday, December 5, 2019 2:52:41 PM
To: Rachel Kline <RachelKline@elpasoco.com>; Lisa Kirkman <LisaKirkman@elpasoco.com>
Subject: FW: Direction Needed - Prowers MOU

From: Diana May <DianaMay@elpasoco.com>
Sent: Thursday, December 5, 2019 2:49 PM
To: Lisa Kirkman <LisaKirkman@elpasoco.com>
Cc: Diana May <DianaMay@elpasoco.com>
Subject: RE: Direction Needed - Prowers MOU

So – I think we do need to – while we have the exact amount and then a paragraph saying we may exceed, that paragraph there will be “adjustments” to the MOU – I think it safer to go back this year, and perhaps amend the “Should” paragraph to say something that if the reports exceed this estimate, this MOU authorizes payment of those additional reports at the pro-rata agreed upon rate...

My 2 cents. Thanks, Diana

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-21-23

Submitter: Jana Coen - County Clerk

Submitted to the County Administration Office on: 2-7-23

Return Originals to: Jana Coen - County Clerk

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Acknowledgement for Issuance of a Special Event Liquor Permit, issued on 2-21-2023 to BPOE Lodge Elks for the USA Lodge NO. 1319, event scheduled for February 25, 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:

Additional Approvals (if required):

Application for a Special Events Permit

Departmental Use Only

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:	DO NOT WRITE IN THIS SPACE
2110	<input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170	<input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

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 Jeffrey Graves	Date of Birth	Phone Number
---	---------------	--------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.) 707 Mullen St, 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? <input type="checkbox"/> No <input checked="" type="checkbox"/> 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? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number 09-16486-0000
---	--

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No
--

List Below the Exact Date(s) for Which Application is Being Made for Permit				
Date 02/25/20	Date	Date	Date	Date
Hours From 10 a.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 10p.m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .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 <i>Jeffrey Graves</i>	Title Secretary/ Officer of the Board	Date 2-7-23

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	<input type="checkbox"/> City <input checked="" type="checkbox"/> County	Telephone Number of City/County Clerk 719-336-8011
Signature <i>Jana Coen</i>	Title Prowers County Clerk	Date

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

Liability Information		
License Account Number	Liability Date	State
		-750 (999)
		Total \$.

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 .

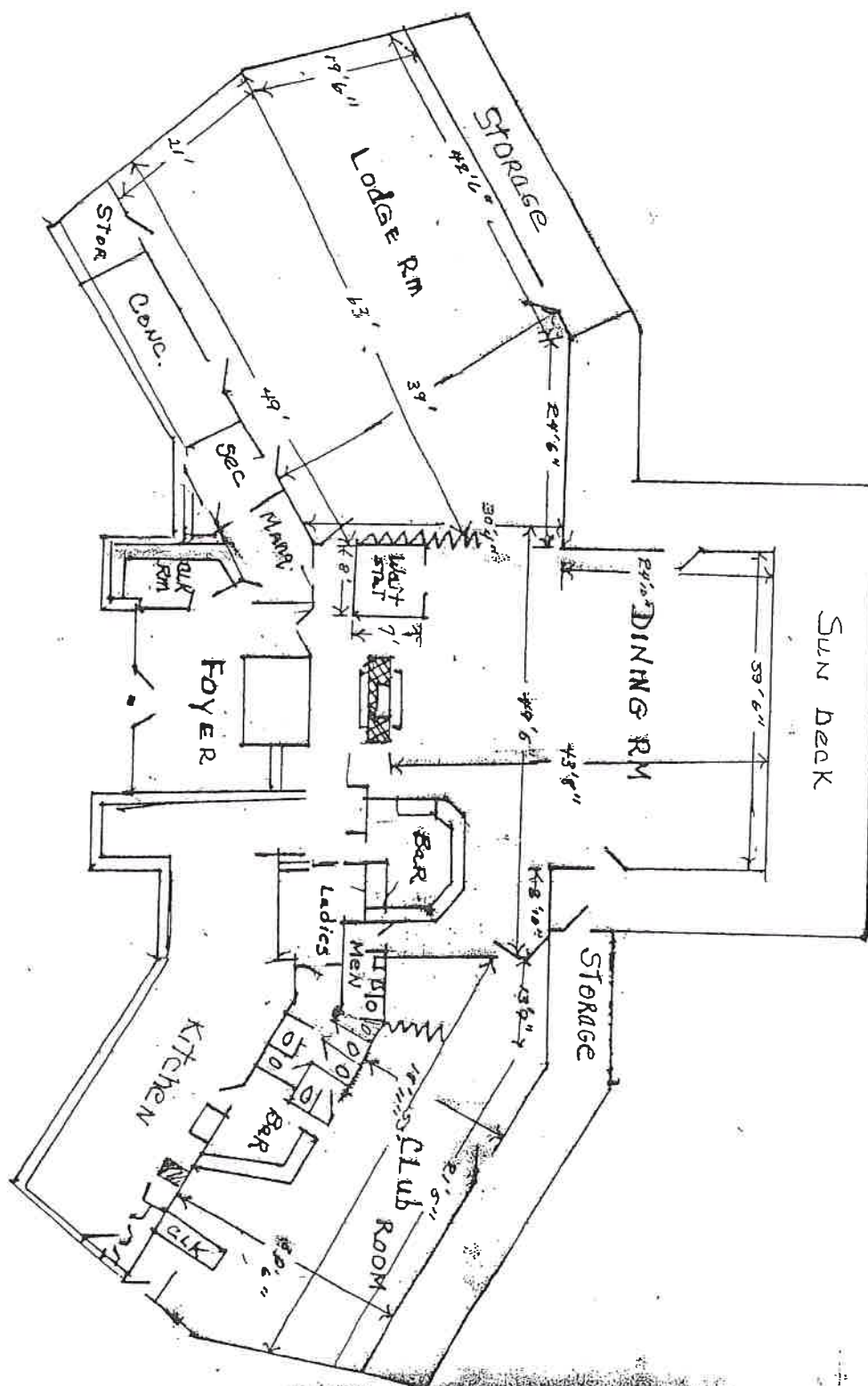


Jena Griswold

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/biz/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."



JUN 13 1965

FILE NO. 100-100

370213

MAY V. BACKMAN, Prowers County Clerk, RECORDER

ERNEST EDDLEMAN

whose address is Lamar

County of Prowers and State of Colorado for the
 consideration of other valuable considerations and Ten DOLLARS,
 in hand paid, hereby sell(s) and convey(s) to

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

whose address is Lamar

County of Prowers and State of Colorado, the following
 real property in the County of Prowers 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 1965 and thereafter, and to existing easements and
 rights of way.

Signed this 36th day of June 19 65

Ernest Eddleman

STATE OF COLORADO,

County of Prowers

The foregoing instrument was acknowledged before me this

36th day of June 19 65

Ernest Eddleman

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-21-23

Submitter: Administration Office – Sheryl Reifschneider

Submitted to the County Administration Office on: 2-7-23

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider ratifying 2-7-2023 Verbal Poll approval of appointing Craig Schenck to the East Prowers Weed Control District Board to fill the remaining term of position for David Wagner, term ending January 2024

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):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-21-23

Submitter: Mark Westhoff-County Administrator

Submitted to the County Administration Office on: 2-10-23

Return Originals to: Jana Coen, BOCC Secretary

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 2-10-23 Email Poll approval of a Letter of Support sent to Colorado Office of Economic Development and International Trade (OEDIT) Economic Development Council of Colorado in support of Prowers Economic Prosperity's (PEP) Grant Application for Colorado Office of Economic Development and International Trade's EDO Action Grant.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

THANK YOU!



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

February 10, 2023

Colorado Office of Economic Development and International Trade (OEDIT)
Economic Development Council of Colorado

Re: Letter of Support EDO Action Grant Review Committee

Selection Committee;

The Board of County Commissioners of Prowers County is an advocate of economic development in Southeast Colorado and is pleased to submit this letter of support for Prowers Economic Prosperity's (PEP) application for Colorado Office of Economic Development and International Trade's EDO Action grant. PEP represents business and economic development interests within Prowers County, one of the most rural counties in this region. PEP aids with providing resources for new and existing businesses with retention, relocation, and expansion needs.

In the past year, the United States has witnessed an increased interest by global manufacturers in reshoring manufacturing jobs to the United States. This trend has led Prowers County to look at ways we can assist Colorado with recapturing a higher share of these advanced manufacturing jobs. Which is why we support PEP's sewn goods and garment advanced manufacturing business attraction program and support its goal of reestablishing Southeast Colorado as a textile and sewn goods hub. We believe PEP's plan, and the partners they have attracted to this project, provide the resources needed to generate long-term manufacturing growth that will support local communities and families through access to skilled, high-paying jobs.


The project will benefit Prowers County as a whole, which now faces a set of economic challenges that are shared by many eastern Colorado communities. After enduring more than 20 years of gradual decreases in population and jobs, Prowers County government and business leaders are seeking proactive strategies to generate new growth and investment. The expansion of business and industry and the creation of well-paying jobs in Prowers County will improve the economic health and vitality in the region. Our region's assets - its people, the Ports to Plains Highway, a railway system, expanding alternative energy sources, and a growing reliance on broadband technologies to support new ways of doing business – support the project's goals and objectives. We anticipate Prowers County playing an important role in the overall project.


The diversification of industries in Prowers County will aid in our resiliency and flexibility in changing economic and environmental conditions. We believe this diversification is key to our long-term viability as a community. This project has great potential to harness local assets, skills and knowledge to create prosperity in all Prowers County communities.

For all of these reasons, the Board of County Commissioners for Prowers County, Colorado, strongly supports this project and encourages your favorable consideration of PEP's EDO Action Grant application.

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: 2-21-23

Submitter: Sheryl Reifschneider, AP Director

Submitted to the County Administration Office on: 2-10-23

Return Originals to: Jana Coen, BOCC Sec/Sheryl Reifschneider, AP

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 2-10-2023 Verbal Poll approval for Payment of Bills presented in the amount of \$122,659.30 and DHS with WHC Bills presented in the amount of \$8,368.04.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: FEBRUARY 2023

PAYROLL TYPE DHS:	DATE	CHECK NUMBERS	AMOUNT
SALARY			
FRINGE			
OPERATING	02/14/23	66443-66453	5,997.36
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	02/14/23	8434-8436	2,370.68

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$8,368.04 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

February 14, 2023 GRAND TOTAL \$ 8,368.04

2-10-2023 Ron Cook CHAIRMAN
2-10-2023 Wendy Bucken-Jurado COMMISSIONER
2-10-2023 [Signature] COMMISSIONER
DATE [Signature] COMMISSIONER

2/10/2023 Jane Nielsen by Belinda DIRECTOR
BALANCE AS OF 2/10/23 \$1,228,382.61

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 02/21/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 02/14/2023

Return Originals to: Mark Westhoff and opioids@coag.gov

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider Approving Colorado Local Government Opioid Participation Forms to participate in settlement agreements by the Colorado Attorney General and releasing opioid-related legal claims against five opioid companies: Teva Pharmaceutical Industries Ltd., Allergan Finance LLC/Allergan Limited, Walmart Inc, CVS Health Corporation/CVS Pharmacy Inc, and Walgreen Co.

Justification or Background: Colorado AGs office agreed to settlements with the 5 names opioid companies totaling over \$300 million, but in order to receive settlement dollars, local governments need to join the settlements through participation forms and releasing their opioid-related legal claims against the companies.

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):

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

Colorado Local Government Opioid Participation Forms:

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**
<https://forms.gle/2qVN2xxkVXsg3mvi7>
- 2) **Or send to Opioids@coag.gov**

Participation Forms are due by no later than April 7th, 2023

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

Please reach out to **Opioids@coag.gov** if you have any questions or need assistance.

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Prowers County	State: CO
Authorized Signatory: Ron Cook	
Address 1: 301 South Main Street, #215	
Address 2:	
City, State, Zip: Lamar, CO, 81052	
Phone: 719-336-8025	
Email: rcook@prowerscounty.net	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Ron Cook

Title: Chairman, Prowers BOCC

Date: 2/21/2023



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Prowers County	State: CO
Authorized Signatory: Ron Cook	
Address 1: 301 South Main Street, #215	
Address 2:	
City, State, Zip: Lamar, CO, 81052	
Phone: 719-336-8025	
Email: rcook@prowerscounty.net	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Ron Cook

Title: Chairman, Prowers BOCC

Date: 2/21/2023



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity: Prowers County	State: CO
Authorized Official: Ron Cook	
Address 1: 301 South Main Street, #215	
Address 2:	
City, State, Zip: Lamar, CO, 81052	
Phone: 719-336-8025	
Email: rcook@prowerscounty.net	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Ron Cook

Title: Chairman, Prowers BOCC

Date: 2/21/2023



Attachment D: CVS Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Prowers County	State: CO
Authorized Signatory: Ron Cook	
Address 1: 301 South Main Street, #215	
Address 2:	
City, State, Zip: Lamar, CO, 81052	
Phone: 719-336-8025	
Email: rcook@prowerscounty.net	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Ron Cook

Title: Chairman, Prowers BOCC

Date: 2/21/2023



Attachment E: Walgreens Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Prowers County	State: CO
Authorized Signatory: Ron Cook	
Address 1: 301 South Main Street, #215	
Address 2:	
City, State, Zip: Lamar, CO, 81052	
Phone: 719-336-8025	
Email: rcook@prowerscounty.net	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Ron Cook

Title: Chairman, Prowers BOCC

Date: 2/21/2023



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 02/21/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 02/14/2023

Return Originals to: Mark Westhoff and Tamara Nickelson

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider Approving Amendment to Consulting Services Agreement between Prowers County and MGT Consulting Group effective from January 31, 2023 to January 31, 2024 for MGT to provide FY22 2 CFR Part 200 Compliant Cost Allocation Plan to Prowers County totaling \$5300, and authorizing BOCC Chairman to execute the document.

Justification or Background: MGT has provided Cost Allocation Plans for Prowers County DHS/Finance since 2021.

Fiscal Impact: This item is budgeted in the following account code: 01-02-427400

County: \$ 5300 Federal: \$ State: \$ Other: \$

Approved by the County Attorney on: 2/5/2023

Additional Approvals (if required):

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

THANK YOU!



AMENDMENT TO CONSULTING SERVICES AGREEMENT
Second and Final Renewal Period

This **AMENDMENT TO CONSULTING SERVICES AGREEMENT** ("Amendment"), effective as of February 1, 2023, is entered into by and between **Prowers County, Colorado** ("Client") and **MGT of America Consulting, LLC**, with offices located at 4320 West Kennedy Blvd., Tampa FL 33609 ("MGT") and modifies the Consulting Services Agreement dated February 23, 2021 between the parties ("Agreement"). Upon the execution of this Amendment, the terms of this Amendment are incorporated into the Agreement in their entirety by this reference.

In accordance with Section 3, Term and Termination, this Amendment renews the term of the Agreement for the final and second one (1) year period. During this second renewal period, MGT shall provide to Client the following:

- FY22 2 CFR Part 200 Compliant Cost Allocation Plan for completion in 2023 \$5,300

The term of the Agreement is extended until January 31, 2024.

This Amendment increases the total Agreement value by \$5,300 from \$10,200 to \$15,500.

All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment.

MGT OF AMERICA CONSULTING, LLC

PROWERS COUNTY, COLORADO

Name: Patrick J. Dyer
Title: Vice President
Date: 02/01/2023
FEIN: 81-0890071

Name:
Title:
Date:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 02/21/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 02/15/2023

Return Originals to: Jana Coen, BOCC Secretary

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 2-15-23 Email Poll approval of a general Letter of Support for Crossroads' Turning Points, Inc in their request for enhanced Substance Use Disorder services and supports to benefit residents of Prowers County and southeastern Colorado.

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):

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

THANK YOU!



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

February 15, 2023

Re: Letter of Support for Crossroads' Turning Points, Inc.

To Whom it May Concern;

The Board of County Commissioners for Prowers County is pleased to write this letter in support of Crossroads' Turning Points, Inc. (CTP) and their efforts to address the opioid epidemic and overdose rates in southern and southeastern Colorado through substance use disorder (SUD) services for prevention, treatment, recovery, harm prevention and diversion from criminal justice. Funding CTP's proposal will increase resources available for SUD services and supports.

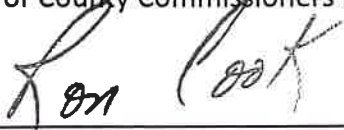
Southern Colorado and Prowers County have experienced significant workforce, family and general livelihood disruption from the opioid epidemic. The incidence of opioid use and overdose trigger generational impacts that not only divert community resources but also fray the critical social connections of our families and neighborhoods.

The Board of County Commissioners for Prowers County supports the efforts of CTP as a sophisticated and responsive agency that works with community leaders, members of the public, law enforcement, health care and other community-based agencies which has encouraged its evolution into becoming one of the region's leading providers of behavioral health programming. CTP provides services in twenty-one counties throughout southern and southeastern Colorado, including Prowers County. CTP provides a full-continuum of services ranging from prevention through recovery and includes specialized services for men and women involved with the criminal justice system, pregnant and postpartum women and women with children. CTP's individual clients along with the communities in which they live will benefit greatly from enhanced SUD services and supports.

For all of these reasons, the Board of County Commissioners for Prowers County, Colorado, strongly supports Crossroads' Turning Points, Inc and their request for funding.

Thank you,

Board of County Commissioners for Prowers County, Colorado

Handwritten signature of Ron Cook in black ink, written over a horizontal line.

Ron Cook, Chair

Handwritten signature of Wendy Buxton-Andrade in black ink, written over a horizontal line.

Wendy Buxton-Andrade, Vice-Chair

Handwritten signature of Thomas Grasmick in black ink, written over a horizontal line.

Thomas Grasmick, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-16-23

Submitter: Administration Office

Submitted to the County Administration Office on: 2-16-23

Return Originals to: Sheryl Reifschneider

Number of originals to return to Submitter: 1

Contract Due Date:

- 1. Item Title/Recommended Board Action:** Consider approval of appointment of two members to the Prowers County Planning Commission Board for terms that expire January 2026.

Justification or Background: Brief overview for the Commissioners

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):