

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
FEBRUARY 6, 2024**

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

**PROWERS COUNTY ANNEX – MEZZANINE ROOM
1001 S. MAIN STREET, LAMAR, CO 81052**

WORK SESSION

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

10:30 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

10:45 a.m. BOCC
- Updates

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 January 23, 2024 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.

DISCUSSION:

Michelle Nelson, AgriTech Consulting, Michelle Hiigel, Land Use Administrator, Rose Pugliese, Esq., County Attorney, Darla Scranton Specht, 1041 Regulations Attorney

- Annual Report Koeller 1041 Permit
- Discussion Re: Koeller 1041 Certificate of Completion Request

Rose Pugliese, Esq.

- County Attorney Update

Mark Westhoff

- County Administrator 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 related to **Part I-OPC, Part II-Solar Project Updates, Part III-CIC, Part IV-County Investments, and Part V-Personnel Matter.**

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.

ACTION ITEMS:

1. Consider the request of Glen and Connie Koeller for a Certificate of Completion for Farm Nos. 62A, full release from the requirements of the 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 the request of Glen and Connie Koeller for a Certificate of Completion for Farm Nos. 118, full release from the requirements of the 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.
3. Consider the request of Glen and Connie Koeller for a Certificate of Completion for Farm Nos. 141, full release from the requirements of the 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.
4. Consider a reduction in the required financial security requirement 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, to equal the number of active acres still associated with the permit.
5. Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – January 2024.
6. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Rolling Hills Cowboy Camp Meeting, event scheduled for October 3 – 6, 2024.
7. Consider approval of County Workers' Compensation Pool and Colorado Counties Casualty and Property Pool 2024 Contact Form Designated Representative is Ron Cook, Commissioner, Claims Contact, Correspondence and Safety Representative for Work Compensation Representative is Brenda Brown, HR Manager, and for Causality and Property Representative is Paula Gonzales, County Finance Director.
8. Consider approval of Acknowledgement by the BOCC for a Special Events Liquor Permit issued to BPOE Lodge Elks for the USA Lodge No. 1319, event scheduled for February 10, 2024.
9. Consider approval of 2024 Memorandum of Agreement between Prowers County Public Health Department and Valley-Wide Health Systems, Inc for the purpose of providing enhanced wellness benefits.
10. Consider ratifying 1-25-2024 email poll approval of General Fund Payroll, Fringe and AP, presented in the amount of \$918,761.24, DHS & WHC Payroll, Fringe, and A/P for a total of \$246,553.93 and H3C Payroll, Fringe, and A/P for a total of \$114,995.50 with a Certification date of 1-29-24 and authorizing the use of the Commissioner's Signature stamps.

11. Consider approval of Appointment to fill one (1) position on the Prowers County Emergency Telephone Authority Board for a four (4) year term that will expire July 2027.
12. Consider approval of appointing two (2) Members to the Prowers County Lodging Tax Tourism Panel for positions on the Board to fill remaining terms that will expire December 2026.
13. Consider ratifying 1-23-2024 verbal poll approval of Colorado Parks and Wildlife Impact Assistance Grant Application for Tax Year 2023, totaling \$35,980.78.
14. Consider approval of 2024 Independent Contractor Agreement for Chief Financial Officer, services between Lisa Neuhold-Farmer and Prowers County Department of Human Services with a Flat Fee of \$4,300.00 per month.
15. Consider approval of Amended Resolution 2024-1, Authorizing Treasurer to Invest Public Funds for Change of Deputy Treasurer.
16. Consider Approval of GOVOS Renewal for use in the Assessor and Treasurer Offices.
17. Consider approval of correcting DHS Certification of Pay approved on 1-23-2024, to list the correct DHS Operating Expense check numbers as 67206 – 67228.
18. Consider ratifying 1-31-2024 email poll approval of Sales and Use Tax Proposal submitted by Tri-State Generation and Transmission Association, Inc.
19. Consider approval of letter of support sent to Colorado Department of Higher Education for Lamar Community College Foundation's Colorado Opportunity Scholarship Initiative application.
20. Consider approval of letter sent to the Honorable Mike Johnston, Mayor of the City and County of Denver, regarding Ballot Measure to Prohibit Slaughterhouses in Denver.

PREVIOUSLY TABLED ACTION ITEMS:

1. 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: 2/06/2024

Submitter: Michelle Hiigel, Michelle Nelson, Darla Specht

Submitted to the County Administration Office on: 01/29/2024

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, full release from the requirements of the 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:

Agronomist Michelle Nelson will provide her report and final recommendations regarding Koeller's request on December 14, 2024. 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:

Additional Approvals (if required):

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

THANK YOU!

Michelle Hiigel

From: Glen K <glenekoeller@hotmail.com> on behalf of Glen K
Sent: Thursday, December 14, 2023 8:34 PM
To: agrolady@yahoo.com; Michelle Hiigel
Subject: Annual Report
Attachments: Koeller Annual Report 2023.xlsx

Here is our annual report.

We would like to request a certificate of completion for farms 62a, 118 and 141.

Sincerely,
Glen & Connie Koeller
Sent from Mail for Windows



PipeYard Agronomy

32852 hwy 71/ Rocky Ford, CO 81067

Trevor R. Johnson, CCA/trevor@pipeyardco.com/(719)469-7218

2023 Annual Status Report of Dryland Farms 62,118 and 141 Previously Irrigated by Fort Lyon Canal Water Shares

Prepared for Glen Koeller by: Trevor Johnson, CCA



Image 0108, Parcel 22461620, Farm 118



PipeYard Agronomy

32852 hwy 71/ Rocky Ford, CO 81067

Trevor R. Johnson, CCA/trevor@pipeyardco.com/(719)469-7218

I. Introduction

Certain Parcels in Prowers County were removed from irrigation and are in the process of being converted to dryland farming. This report evaluates the efforts taken to continue farming the land which is associated with a 1041 permit with Prowers County entered on December 20, 2019, with Arkansas River Farms. Glen Koeller then purchased these lands and assumed responsibility of either successfully dryland farming or revegetating these lands. The purpose of this report is to evaluate and/or determine whether individual parcels that make up the 1041 Land have been established and maintained in dryland farming practices with weeds adequately controlled and that controls soil erosion from wind in a manner consistent with state and local law as set forth in Exhibit A section I paragraph A. This report also documents the efforts I am aware of that Glen Koeller has attempted to establish and maintain dryland farming over the last year. The information is limited to what was provided to me by the landowner as what I visually observed during my visit to the parcels. The parcels that make up the 1041 lands include farms 62A, 118, and 141 all of which were formerly irrigated by the Fort Lyon Canal.

In preparation for this report the parcels identified in the 1041 permit were inspected on November 1, 2023. In conjunction with the on-farm visit, the permit was also inspected as well as any documentation provided by the landowner. The expert retained by Prowers County did not accompany me and to my knowledge conducted a separate inspection of the dry up lands outlined in this report.

The Dryland acreage inspected under the Fort Lyon as Follows:

| | |
|----------|-------------|
| Farm 62A | 182.2 acres |
| Farm 118 | 176.6 acres |
| Farm 141 | 221.7 acres |

Parcel-by-parcel observations concerning the state and condition of the dry up land can be found in the attached spreadsheets as well as some pictures provided below. Each parcel is identified by parcel number as assigned in LAWMA's water court Case No.19CW3036. Maps identifying each parcel are also included with this report.

Parcels were evaluated so as to place them into one of four categories: (i) Developed Non-Agricultural Use, (ii) Established Dryland Farming, (iii) Established ground cover, or (iv) Not Established (i.e., not belonging in any of the previous three categories). All parcels were currently being dryland farmed so no revegetation categories were included. I measured and recorded the percentage of desirable stubble



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and height where applicable. I also identified weed pressure for each parcel where applicable. Since all parcels were all being dryland farmed, current crop type as well as previous crop type and their intended use were also recorded.

II. Dryland Farming Classification

A. Established Dryland Farming

1) Dryland Farming Practices – Standards Applied in the Report

To determine whether a parcel is “established and maintained in dryland farming practices with weeds adequately controlled” (“Established Dryland Farming”), if I observed evidence that the land is being dryland farmed, I classified the parcel as dryland farming. Dryland farming in Colorado and other western states is defined as planting and growing a crop without use of irrigation water. Dryland farmers rely entirely on natural precipitation to supply the water demands of the crops they choose to grow. Only crops that do not have a high crop water demand can be grown without irrigation in southeastern Colorado.

Standards Outlined in 1041 Permit

A. Dry-land Farming means the establishment and maintenance of dry-land farming practices with weeds adequately controlled and that controls soil erosion from wind in a manner consistent with state and local law. Dry-land farming practices include No-Till Dry-land Farming and Minimum-tillage Dry-land Farming.

1. Minimum tillage Dry-land Farming means management of farming operations which seeks to minimize impacts from tilling through the use of a sweep plow, strip-till, or similar technology. Additionally, a farmer may rely on herbicides to control weeds. Both contact and residual herbicides may be used. Periodic fallowing and crop rotation may be used to stabilize the crop yields and allow the soil to rest.

2. No-till Dry-land Farming means a system of planting seeds into untilled soil by opening a narrow slot, trench or band, of sufficient width and depth to obtain proper seed coverage. As no soil tillage is utilized, a farmer must rely on herbicides to control the weeds. Both contact and residual herbicides may be used. Periodic fallowing and crop rotation may be used to stabilize the crop yields and allow the soil to rest.



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B. Recommended best management practices for Farms to be Dry-land Farmed shall include the following.

1. The management of annual precipitation to produce commodities or forage for livestock warranting a reasonable expectation of ongoing profits.
2. Weed control methods on crop land may include conservation tillage, mowing or chemicals to manage harvested crop residue to reduce evapotranspiration of soil moisture and maintain ground cover to minimize soil erosion by wind or water.
3. Conservation tillage is achieved by the use of non-inversion tillage equipment such as chisels, field cultivators, sweeps, vertical tillage, no-till planters or strip till planters to maximize harvested crop residue ground cover of thirty percent (30%) or more over the entire field.

A Farm designated to be Dry-land Farmed will be deemed Acceptable even in the absence of the above-described recommended best management practices, as long as the requirements in section II. A.I. have been met for that Farm.

In compliance with the 1041, my observations of the parcels also include the following: percentage crop residue, crop residue height, as well as tillage method. However, I feel it should be noted again that stubble requirements do not need to be met if the requirements in section II. A.I have been met and if any tillage was done in the pursuit of managing weeds regardless of if the required 30% stubble was lost in the process. If fields had produced one full cropping cycle, then fields were classified as Established dryland farming.

It is important to note that no dryland farming management practice, including conservation tillage dryland farming, no-till dryland farming, periodic fallowing within dryland farming, and/or opportunity planting, can guarantee that a farmer will grow a successful crop. It is well documented that dryland crops can be grown after irrigation water has been removed from a parcel. However, in some cases where the soluble salts in the soil are high, it is difficult to grow either crops or desirable grasses or forbs without irrigation, at least some period of time. Additionally, if there is little or no rainfall in a particular year, growing dryland crops is very difficult with any method of dryland farming, because without adequate rainfall, even the best farmer cannot grow a crop. Therefore, the absence of a dryland crop on a given parcel is not unusual, especially when there is not adequate rainfall to support the crop in a particular year or season. Based on my expertise and my familiarity with dryland farming practices, farmers should not be excluded from an Established Dryland Farming classification on their land when this periodic lack of production occurs. Dryland farmers cannot guarantee a definite yield each year, or any year, from the crops they plant. Additionally, regardless of the management practices utilized by a dryland farmer, weed control is critical



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while the crop is being grown and during any fallow period. If weed control is lacking, it may be the difference between crop success and failure.

III. Weeds

Far the parcels inspected, I identified weeds and noted the weed pressure where applicable. The most common weeds in the parcels were Chloris, Foxtail, Kochia, and Russian thistle. I estimate these weeds to account for over 95% of the weeds on the farms. However, weed control was very good on the parcels with farm 62 having the heaviest pressure (mostly grasses) which had been sprayed before weeds had gone to seed. When Glen had taken these farms over bindweed was also a major concern, but populations were noted to be down significantly. A list of the weeds found in the parcels includes the following:

Noxious weed list "C" weeds

Field Bindweed (*Convolvulus arvensis*)

Johnsongrass (*Sorghum halepense*)

Downy Brome (*Bromus tectorum*)

Puncturevine (*Tribulus terrestris*)

Weeds not on Colorado's noxious weed list

Kochia (*Bassia scoparia*)

Russian Thistle (*Salsola kali*)

Palmer Amaranth (*Amaranthus palmerii*)

Yellow Foxtail (*Setaria pulmila*)

Buffalo Bur (*Solanum rostratum*)

Chloris (*Chloris sw.*)

Witchgrass (*Panicum capillare*)

IV. Annual Status Report- General Summary of Findings



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A. Farm 141

Farm 141 had been planted to wheat, germination and emergence had been spotty due to lack of precipitation late in the season and the top 5cm of the soil had been mostly depleted. Weed control had been excellent so it is my suspicion that majority had been lost due to evaporation. There were a handful of johnsongrass plants scattered around but have yet to become an “infestation”. The previous crop was Grain Sorghum which had been harvested in the fall of 2022 (8.8bu/ac), but there was very little residue remaining on the field, some of which may have been broken down but likely to have been lost to wind or displaced from the use of the hoe drill. Most fields were around 5% residue. The wheat was planted on September 14, 2023 then replanted on September 24, 2023 using a Hoe Drill. Method of farming is noted to be No-Till. It is my opinion without a doubt that all parcels should be considered successfully established as dryland farming and should qualify for a certificate of completion.

B. Farm 118

Farm 118 had been planted to Grain Sorghum on June 10, 2023 and harvested on October 10, 2023 with an average of 20.12 bushels per acre. Weed control was excellent, with only a few small areas of escaped pigweed. Residue should mat the ground once it begins to fall over, but even still the entire farm has around 50% residue. The previous crop was wheat and there are still some signs of wheat residue scattered around the farm. Same as farm 141, the method of farming is no-till. It is again my opinion this this farm has been successfully converted into established dryland farming and should qualify for a certificate of completion.

C. Farm 62A

Farm 62 had a promising start in the spring, but due to severe weather conditions all the wheat was lost to hail. It was reported that the wheat looked promising, but once lost it was swathed and baled. Crop residue was hit and miss and would have likely been above 30% if it had not been hailed on or if it would have been left in place rather than swathed and baled. It was also reported that they decided to swath and bale the wheat because weeds were starting to take over. The remainder of the year, it has sat fallow and was sprayed for bindweed this fall, the chemistries used would have also had good effect on grasses. The previous crop was Grain Sorghum Harvested in the fall of 2022. Currently the farm is left fallow, but when farming no-till is utilized. Due to the uncertainty of weather, it my opinion that this farm should also still be considered for a certificate of completion. Had the wheat not been hailed out and with the high rainfall this this spring, this farm would have likely achieved two successful crops in a row.



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V. Conclusion

It is my Expressed opinion that Glen Koeller's approach to dryland farming is well within the standard of the 1041 and if continued, I believe that yields will continue to stabilize or even increase slightly due to the lack of tillage. Under previous management perennial weeds like Field Bindweed were the primary limiting factor inhibiting crop performance with climate being secondary. Due to the arid and unpredictable climatic conditions of southeastern Colorado, I do not believe these farms to ever be high producers under dryland. But the have already expressed the ability to produce a crop in a dryland setting. Due to the high carbon to nitrogen ration of crops like wheat, it will be inevitable that residue on the surface will eventually exceed the 30% requirement on all parcels if left no-till because in low organic matter soil it may take years for wheat stubble to mineralize. There will undoubtedly be many failed crops due to drought over the years, but the surface will be protected. Additionally, if left no-till water infiltration and soil water holding capacity will improve in the long-term providing additional resources to dryland crops. Therefor I believe it to be appropriate to issue a certificate of completion to Mr. Koeller as he has continued to show the ability to manage a dryland cropping system on the previously irrigated lands with no assistance other than natural precipitation.



Recoverable Signature

X

Trevor Johnson

Trevor Johnson, CCA

Field Agronomist

Signed by: 74c4672a-f08e-4c4c-b943-061c78f0a4e7



PipeYard Agronomy

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Image _0100, Parcel 22461706, Farm 62



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Image 0104, Parcel 22461717, Farm 62



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Image 0103, Parcel 22461718, Farm 62



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Image 0101, Parcel 22461719, Farm 62



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Image 0102, Parcel 22461725, Farm 62



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Image 0106, Parcel 22461713, Farm 141



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Image 0107, Parcel 22461722, Farm 141



PipeYard Agronomy

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Image 0109, Parcel 22461615, Farm 118

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/06/2024

Submitter: Michelle Hiigel, Michelle Nelson, Darla Specht

Submitted to the County Administration Office on: 01/29/2024

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. 118, full release from the requirements of the 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:

Agronomist Michelle Nelson will provide her report and final recommendations regarding Koeller's request on December 14, 2024. 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:

Additional Approvals (if required):

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

THANK YOU!

Michelle Hiigel

From: Glen K <glenekoeller@hotmail.com> on behalf of Glen K
Sent: Thursday, December 14, 2023 8:34 PM
To: agrolady@yahoo.com; Michelle Hiigel
Subject: Annual Report
Attachments: Koeller Annual Report 2023.xlsx

Here is our annual report.

We would like to request a certificate of completion for farms 62a, 118 and 141.

Sincerely,
Glen & Connie Koeller
Sent from [Mail](#) for Windows

PROWERS COUNTY AGENDA ITEM REQUEST FORM

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Submitter: Michelle Hiigel, Michelle Nelson, Darla Specht

Submitted to the County Administration Office on: 01/29/2024

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date: Not applicable.

Item Title/Recommended Board Action:

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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:

Additional Approvals (if required):

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

THANK YOU!

Michelle Hiigel

From: Glen K <glenekoeller@hotmail.com> on behalf of Glen K
Sent: Thursday, December 14, 2023 8:34 PM
To: agrolady@yahoo.com; Michelle Hiigel
Subject: Annual Report
Attachments: Koeller Annual Report 2023.xlsx

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PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/06/2024

Submitter: Michelle Hiigel, Michelle Nelson, Darla Specht

Submitted to the County Administration Office on: 01/29/2024

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date: Not applicable.

Item Title/Recommended Board Action:

Consider a reduction in the required financial security requirement 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*, to equal the number of active acres still associated with the permit.

Justification or Background:

Consider a reduction in the bond required by the 1041 Permit to reflect the current acres still active within the 1041 Permit.

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:

Additional Approvals (if required):

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

THANK YOU!

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 2-6-2024

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 1-31-2024

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 - 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:



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 184 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 | 100 |
| Emails | 150 |
| Appointments | 33 |
| Outreach Events | 1 |
| Total Served | 284 |

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.


County Veterans Service Officer

2/1/2024
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

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 2-6-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 1-18-2024

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 Fairgrounds Facility Rental Agreement and Waiver of Fees for Rolling Hills Cowboy Camp Meeting, event scheduled for October 3 - 6, 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

| | |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Today's Date: <u>1-10-2024</u> | Date(s) of Events: <u>Oct 3-4-5-6, 2024</u> |
| Name of Organization: <u>Rolling Hills Cowboy Camp Meeting</u> | Set Up Time: <u>8:00</u> <input checked="" type="radio"/> am <input type="radio"/> pm |
| Name & Address of Authorized Agent: <u>C/O Steve Specht</u> <u>12744 County Rd VV</u> <u>Lamar CO 81052</u> | Event Starts: <u>5:00</u> am <input checked="" type="radio"/> pm |
| Phone: <u>719-688-1468</u> | Finish Time: <u>12:00</u> am <input checked="" type="radio"/> pm |
| Sales Tax ID: _____ | <div style="display: flex; justify-content: space-around;"><div><input checked="" type="checkbox"/> Arena Centennial</div><div><input checked="" type="checkbox"/> Home Ec Vaqueros Pavilion</div></div> |
| Type of Event: <u>Tent Revival</u> | |

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.

Steve J Specht
Authorized Agent

1-10-2024
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:

Traam Williams
Maintenance & Facilities Director

1-18-24
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: 1-10-24

Organization: Rolling Hills Cowboy Camp Meeting

Authorizing Agent Printed name: Steve L. Specht

Authorizing Agent Signature: Steve L. Specht

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 <i>Rodeo Events Minimum Fee</i> <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 Rolling Hills Cowboy Camp, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We are A non-profit organization
We bring lots of people in from out of town who
bring business & spend money in our different businesses
to Lamar & surrounding areas

Date(s) of Event

Steve T. Speshet
Authorized Agent

1-10-24
Date

Request is approved with the following conditions:

Chairman
Prowers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Prowers County Board of Commissioners

Date: _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 02/06/2024

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 01/19/2024

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date: 01/26/2024

Item Title/Recommended Board Action:

Consider approval of County Workers' Compensation Pool and Colorado Counties Casualty and Property Pool 2024 Contact Form Designated Representative is Ron Cook, Commissioner, Claims Contact, Correspondence and Safety Representative for Work Compensation Representative is Brenda Brown, HR Manager, and for Causality and Property Representative is Paula Gonzales, County Finance Director.

Justification or Background:

Consider approval of 2024 Prowers County representatives for CWCP and CAPP with CTSI

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 WORKERS' COMPENSATION POOL AND COLORADO COUNTIES CASUALTY AND PROPERTY POOL

2024 CONTACT FORM

Attached is your 2024 Contact Form for the **County Workers' Compensation Pool (CWCP)** and **Colorado Counties Casualty and Property Pool (CAPP)**. Please make any necessary revisions to this information and return the form to jhargrave@ctsi.org. Member counties are required through the Bylaws to designate one representative to serve in each of the following categories. This is a Bylaw requirement, not a staff requirement.

The description of duties for the categories is as follows:

DESIGNATED REPRESENTATIVE (WCDR/CPDR) - attends official meetings, votes on behalf of the county, eligible for election to Board of Directors;

CLAIMS CONTACT PERSON (WCCC/CPCC) - files claims on behalf of county, serves as liaison with claims administrator and receives claims-related information including loss runs;

PERSON DESIGNATED TO RECEIVE CORRESPONDENCE (WCDC/CPDC) - receives all written correspondence (including contribution invoices), except claims related information, from the pool on behalf of the county; responsible for distributing pool correspondence to appropriate county personnel.

SAFETY REPRESENTATIVE (WCSR/CPSR) - serves as liaison between the pool loss control representatives and the county to arrange loss control visits and training sessions and to disseminate safety and loss control information to county employees.

Even if our information on the enclosed form is correct, please return the form with such a notation

Thank you for your cooperation.

**** Please make ALL necessary changes in contact names and fill in ALL phone and fax numbers, email addresses or any other info left blank on this form.**



2024 COUNTY CONTACT UPDATE

See Attached Sheet for Explanation
Please return this form by email to Juliann Hargrave at jhargrave@ctsi.org
by January 26, 2024

| NAME | COUNTY | ADDRESS | PHONE # | FAX # | EMAIL ADDRESS | CDPR | CDPC | CDPC | CDPC | WCDR | WCDG | WCDG | WCDG |
|--------|----------|-----------------------|----------------------|----------|----------------------------------|------|------|------|------|------|------|------|------|
| Paula | Gonzales | 301 S. Main, Ste. 215 | 81052 (719) 336-8030 | 336-2255 | paula.gonzales@prowerscounty.net | | | | | | | | |
| Brenda | Brown | 301 S Main, Ste. 215 | 81052 (719) 336-8025 | 336-2255 | bbrown@prowerscounty.net | | | | | | | | |

Ron Cook Prowers 301 S Main, Ste 215 Lamar 81052 719-336-8025 336-2255 rcCook@prowerscounty.net x x

Member counties are required through the Bylaws to designate one representative to serve in each of the following categories. This is a Bylaw requirement, not a staff requirement.



2024 COUNTY OFFICIALS/OTHER CONTACT UPDATE

| Please return this form by email to Julianne Hargrave at jhargrave@ctsi.org by January 26, 2024 | | | | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------|------------------------------|----------------------|----------|----------------------------------|---------------|----------|----------|----------------|-------|------------|--------------|-----------|
| NAME | COUNTY | ADDRESS | PHONE # | FAX # | EMAIL ADDRESS | Administrator | Assessor | Attorney | Budget Officer | Clerk | BOCC Chair | Commissioner | Treasurer |
| Jana | Prowers | 301 S. Main St. | 81052 (719) 336-8020 | 336-5305 | jcoen@prowerscounty.net | | | | | | | | |
| Brenda | Prowers | 301 S. Main St. | 81052 (719) 336-8025 | 336-2255 | brown@prowerscounty.net | | | | | | | | |
| Ron | Prowers | 301 S. Main, Ste. 215 | 81052 (719) 336-8025 | 336-2255 | rook@prowerscounty.net | | | | | | | | |
| Rose | Prowers | 9235 N Union Blvd., Ste. 150 | 80920 (970) 589-3755 | | pugliese@prowerscounty.net | | | | | | | | |
| Andrew | Prowers | 301 S. Main St. | 81052 (719) 336-8000 | 336-7232 | awyer@prowerscounty.net | | | | | | | | |
| Wendy | Prowers | 301 S. Main, Ste. 215 | 81052 (719) 691-4910 | 336-2255 | wandrade@prowerscounty.net | | | | | | | | |
| Judy | Prowers | 301 S. Main St. | 81052 (719) 336-8081 | 336-7232 | whitman@prowerscounty.net | | | | | | | | |
| Lanie | Prowers | 1001 S. Main | 81052 (719) 336-8752 | 336-7198 | dssdirector@prowerscounty.net | | | | | | | | |
| Paula | Prowers | 301 S. Main, Ste. 215 | 81052 (719) 336-8030 | 336-2255 | paula.gonzales@prowerscounty.net | | | | | | | | |
| Mark | Prowers | 301 S. Main, Ste. 215 | 81052 (719) 336-8029 | 336-2255 | mwesthoff@prowerscounty.net | | | | | | | | |
| Thomas | Prowers | 301 S. Main, Ste. 215 | 81052 (719) 336-8025 | 336-2255 | trasmick@prowerscounty.net | | | | | | | | |
| Sam | Prowers | 103 E. Oak | 81052 (719) 336-8050 | 336-7900 | szorde@prowerscounty.net | | | | | | | | |

** Please make ALL necessary changes in contact names in RED and fill in ALL phone and fax numbers, email addresses or any other info left blank on this form.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-6-24

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 1-19-24

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 issued to BPOE Lodge Elks for the USA Lodge No. 1319, event scheduled for February 10, 2024.

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: 040 |

SPECIAL EVENTS PERMIT

☒ MALT, VINOUS, AND SPIRITUOUS LIQUOR

or

☐ FERMENTED MALT BEVERAGE

| VALID ONLY FOR THE FOLLOWING PERIODS | | | | | |
|--------------------------------------|---------|---------|----|----------|----------|
| FROM | 2/10/24 | 5:00 PM | TO | 02/10/24 | 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:

19th day of January, 20 24



[Signature]
Kathleen Hainer
Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER

[Signature]
Jana Coen
Prowers County Clerk

Application for a Special Events Permit

Departmental Use Only

RECEIVED
MAY 5 2024

☐ 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: | 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 | # 040 |

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 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) PO Box 672 Lamar, CO 81052 | 3. Address of Place to Have Special Event (include street, city/town and ZIP) 28157 US-287 Lamar, CO 81052 | |

| | | |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------|
| 4. Authorized Representative of Qualifying Organization or Political Candidate Edward K. Idler | Date of Birth [REDACTED] | Phone Number [REDACTED] |
| Authorized Representative's Mailing Address (if different than address provided in Question 2.) 30651 City Rd 3 Lamar, CO 81052 | | |

| | | |
|-----------------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------|
| 5. Event Manager Tammy Givan | Date of Birth [REDACTED] | Phone Number [REDACTED] |
| Event Manager Home Address (Street, City, State, ZIP) 300 S. 11th Apt. 1 | | Email Address of Event Manager swisher.tammy@yahoo.com |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input 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 2/10/2024 Hours From 5:00 P.m. To 12:00A .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 Edward K. Idler | Title TRUSTEE | Date 5-3-2024 |

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 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) | <input type="checkbox"/> City <input type="checkbox"/> County | Telephone Number of City/County Clerk |
| Signature | Title | Date |

| | | | |
|------------------------------------------------------------------------|----------------|------------|-------|
| 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 12/29/2023 that have been posted, and by documents delivered to this office electronically through 01/03/2024 @ 19:53:37 .

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 01/03/2024 @ 19:53:37 in accordance with applicable law. This certificate is assigned Confirmation Number 15621737 .

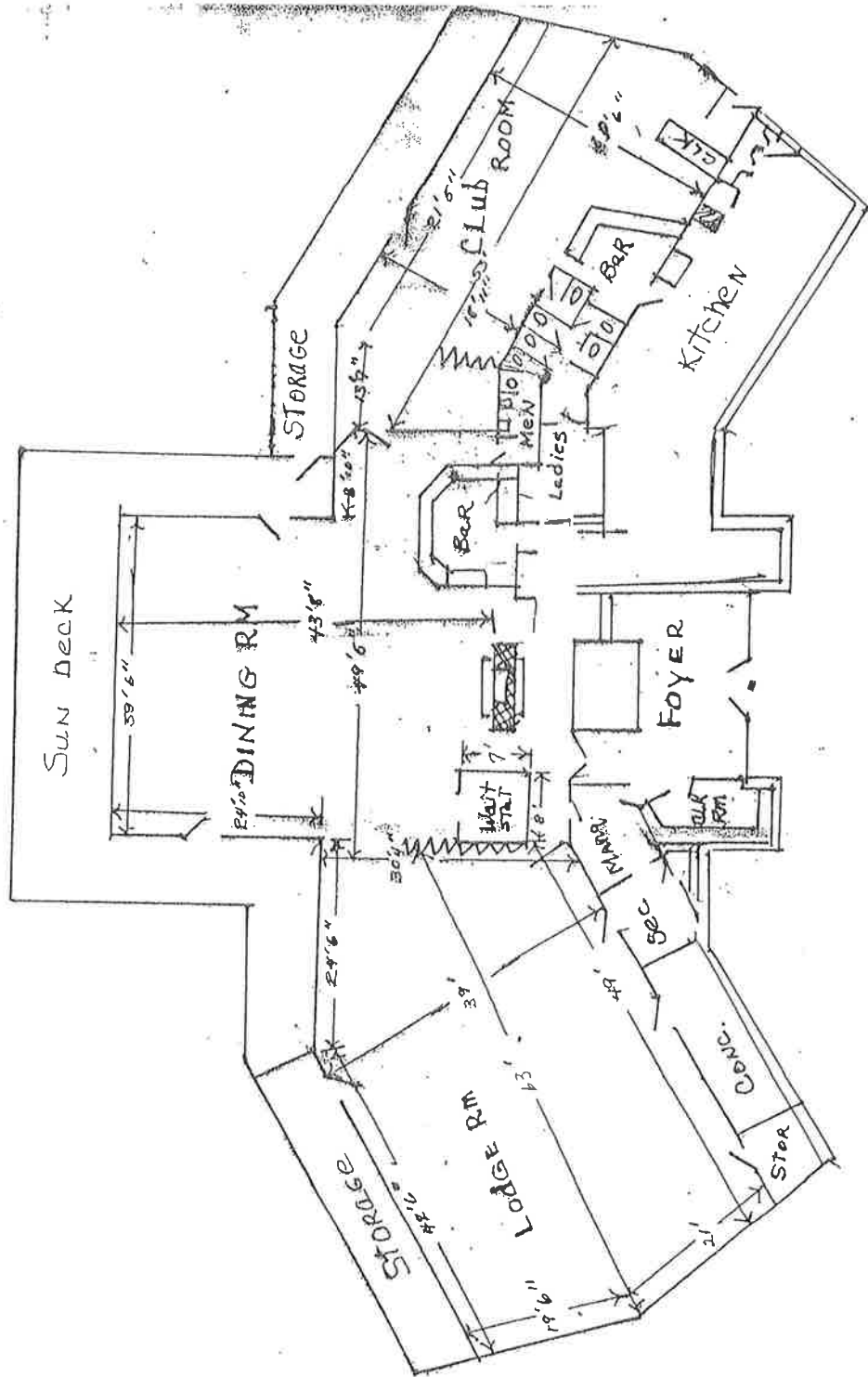


Jena Griswold

Secretary of State of the State of Colorado

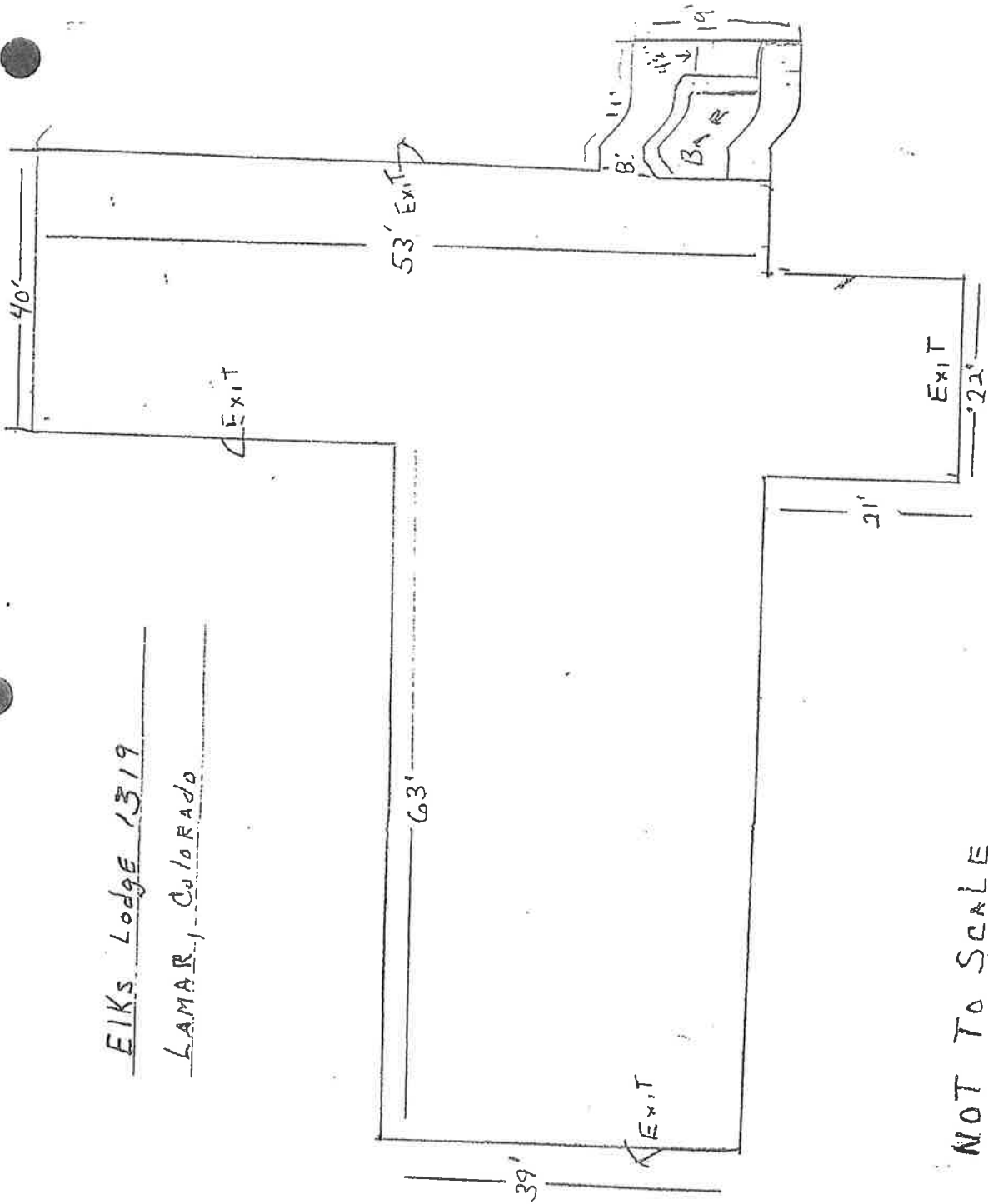
*****End of Certificate*****

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."



ELKS Lodge 1319

LAMAR, COLORADO



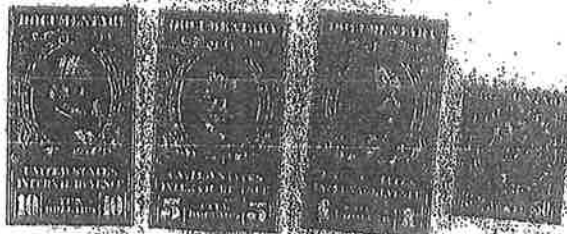
NOT TO SCALE
5/104

County of Proctor and State of Colorado for the
consideration of Eighty Dollars and Ten 00 CENTS DOLLARS
in hand paid to the order and receipt of ORDER OF ELKS OF THE UNITED STATES OF AMERICA a
corporation
whose address is Lamar

County of Proctor and State of Colorado, the following
real property in the County of Proctor 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 warrants to the title to the same, subject to Taxes for
the year 1903 and thereafter, and to existing encumbrances and
rights of way.

Signed this 4th day of June 1903

STATE OF COLORADO

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 February 10, 2024 5 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 01-19-2024**

DATE OF APPLICATION: 1-05-2024
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: February 6, 2024

Submitter: Meagan Hillman

Submitted to the County Administration Office on: 01/22/2024

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: Effective January 1, 2024

Item Title/Recommended Board Action:

Consider approval of 2024 Memorandum of Agreement between Prowers County Public Health Department and Valley-Wide Health Systems, Inc for the purpose of providing enhanced wellness benefits and authorizing Public Health Director Meagan Hillman to execute the document.

Justification or Background: This is our annual agreement, was with SEHG now VWHS. It provides free counseling for PH staff and their families

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

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

Approved by the County Attorney on: emailed 12/13/2023

Additional Approvals (if required):

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

THANK YOU!

MEMORANDUM OF AGREEMENT

Between

Powers County PH and Environment (PCPHE)

And

Valley-Wide Health Systems, Inc

This Agreement ("this Agreement") is made by and between PCPHE
(hereinafter referred to as "Employer") and Valley-Wide Health Systems, Inc (hereinafter referred to as "Valley-Wide").

WHEREAS, the employer has entered into an Agreement with Valley-Wide for the purpose of providing enhanced wellness benefits to its management and employees; and

WHEREAS, if the Employer is in need of treatment of employees' personal problems including but not necessarily limited to substance use disorder, mental health counseling, relationship counseling, and related services for its management and employees; and

WHEREAS, the provision of this treatment must be sought by employee; and

WHEREAS, the cost of training new employees is approximately one-third of that position's annual salary, and so it is more cost effective to assist employees having those personal types of issues.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

SECTION 1. SERVICES TO BE PROVIDED

- A. Valley-Wide agrees to ensure for the provision of the services described in the Statement of Work, hereto attached, and made part of this agreement, in accordance with the terms and conditions of this Agreement.
- B. Valley-Wide will ensure that all collected data from or about clients relating to the services being provided will be treated as confidential data, and disclosed only by following release of information procedures and as mandated by pertinent state and federal reporting laws. The services are offered in conjunction with HIPAA (Health Information Portability and Accountability Act). The Employer will only be notified of a specific Employee's participation in the program when mandatory attendance is a condition of continued employment and the employee has signed a release of information allowing Valley-Wide to release such information.

SECTION 2. RESPONSIBILITIES OF THE EMPLOYER

The Employer shall:

- A. Provide Valley-Wide with its request(s) for services listed in the Statement of Work.
- B. When applicable, assist Valley-Wide by providing general information, and collaborate with Valley-Wide to develop a work plan.
- C. Where necessary, partner with Valley-Wide to develop applicable reports and documentation to implement the items chosen in the Statement of Work (attached).
- D. Give prompt written notice to Valley-Wide, whenever it becomes necessary for any reason to modify the items listed in the Statement of Work.
- E. Provide payment in accordance with the terms of this agreement (within 30 days) as stated in Section 4, COMPENSATION.
- F. Furnish Valley-Wide with the name of an individual to serve as the contact person for services provided under this agreement. This person will be referred to as the "Employee Wellness Liaison" to Valley-Wide, and will notify Valley-Wide in a timely manner of any changes.

SECTION 3. PERIOD OF PERFORMANCE

The services to be performed under this Agreement shall commence on January 1, 20 24, and shall remain in effect through December 31, 20 24, inclusive of both dates.

SECTION 4. COMPENSATION

Valley-Wide shall be compensated for its services according to the program option authorized by the Employer. Payment is due and payable upon receipt of invoicing. Additional units may be purchased by the Employer and will be invoiced separately.

SECTION 5. TERMINATION

The Employer and /or Valley-Wide may cancel this Agreement for any reason with sixty (60) days written notice.

SECTION 6. ATTACHMENTS

All attachments to this Agreement are hereby made part of this Agreement. Any changes to this Agreement and/or its attachment(s) must be in writing and approved by both parties prior to implementation.

SECTION 7. EMPLOYEE / CLIENT RESPONSIBILITIES

The Employer will advise its employees that it is the responsibility of the employee to adhere to the appointment schedule with the Valley-Wide provider. A no-show will be treated as a visit. In situations where, mandatory treatment has been authorized as a condition of employment, the no-shows will be reported to the Employer. Employees must authorize, through proper releases of information, to report the no-show to Employer.

SECTION 9. RENEWAL

This Agreement is for twelve (12) months, unless either party gives written notice of termination pursuant to Section 5. Termination.

SECTION 10. GOVERNING LAW

This agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Exclusive jurisdiction for any action hereunder shall be in Otero County, Colorado.

SECTION 11. SEVERABILITY

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision would be valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

SECTION 12. AMENDMENT

This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SECTION 13. NOTICE

Any and all notices required or permitted to be given under this agreement shall be in writing and either hand delivered in person; or by private receipted courier service; or by facsimile with evidence of receipt; emailed as an attachment with receipt acknowledgement sent to the sender; or by certified or registered mail; and mailed to the parties at the addresses shown below, or to such other address as either party shall have notified the other in accordance with the provisions of this paragraph:

Employer

PNHE, Megan L Hillman A-C, MBA Director
1001 S Main St
Lamar CO 81052
(719) 336-8721

Valley-Wide health Systems, Inc

Jania Arnoldi, PhD, MBA President/Chief Executive Officer
128 Market Street Alamosa, CO 81101 719-587-1001

SECTION 14. ATTACHMENTS

All attachments to this Agreement are hereby made part of this Agreement. Any changes to this Agreement and/or its attachment(s) must be in writing and approved by both parties prior to implementation.

SECTION 15. SPECIAL CERTIFICATION

The individual or officer signing this Agreement certifies by his/her signature that/she is authorized to sign this Agreement on behalf of the responsible governing authority, official, or agency.

SECTION 16. ASSIGNABILITY. Employer may not assign this agreement without 60 days' notice of the assignment. Valley-Wide may assign this agreement upon 5 days' written notice to Valley-Wide Health Systems, Inc.

SECTION 17. SIGNATURES

FOR THE EMPLOYER:

| | | |
|------------------------------------------------------|------------------|-----------------|
| _____ (Signature) | _____ (Title) | _____ (Date) |
| TYPED/PRINTED NAME: <u>Meghan L Hillman H-C, MEd</u> | | |

FOR VALLEY-WIDE HEALTH SYSTEMS, INC:

| | | |
|--------------------------------------------|------------------|-----------------|
| _____ President/Chief Executive Officer | | |
| _____ (Signature) | _____ (Title) | _____ (Date) |
| TYPED/PRINTED NAME: <u>Jania Arnoldi</u> | | |

STATEMENT OF WORK

Employee Wellness Program

Valley-Wide Health Systems, Inc (Valley-Wide) UNDER THE CONDITIONS LISTED IN THE ATTACHED AGREEMENT, AGREES TO PROVIDE FOR THE AVAILABILITY OF THE FOLLOWING SERVICES FOR THE EMPLOYER AND ITS EMPLOYEES, WHERE REQUESTED BY THE EMPLOYER AND AGREED TO BY BOTH THE EMPLOYER AND VALLEY-WIDE.

The Employer and Valley-Wide agree to the following:

1. The Employer will purchase Employee Wellness Program (EWP) services as outlined under this SOW.
2. Valley-Wide will provide counseling services for those employees (both full and part-time), their spouses, and dependent children (age 25 and under) living in the household for personal problems which may include substance use disorder, relationship issues, emotional/personal/stress concerns, domestic violence, anger management, etc. A request for these services may be voluntary or mandatory.
3. Valley-Wide is willing to provide an initial thirty (30) minute group orientation regarding the program for eligible employees, supervisors, managers, and management. An electronic version of the documents will be provided for reproducible use.
4. Valley-Wide will provide to the Employer's an electronic version of a quarterly statistical program that provides summary data related to number of employees accessing services, number of services provided, etc. Additional inquiries regarding the number of sessions remaining should be addressed to Paul Sedillo using the contact information noted in the agreement.
5. Individuals who participate in the "Employee Wellness Program (EWP)" would be entitled to **up to four (4) sixty-minute sessions (Employer may establish internal limit as to number of EWP visits)**. The first session will require the completion of Required paperwork followed by counseling. **Any counseling visits in excess of the Employer internal limit would be considered as self-pay or would be submitted to the individual's health insurance coverage.** A client may be eligible to receive discounted services under Valley-Wide's uniform ability to pay scale.
6. The Employer shall be responsible for any sessions in excess of the total purchased number of units specified in this memorandum of agreement. Valley-Wide will notify the Employer in as timely a manner possible when their total number of purchased services has been reached.

The Employer does have the option of purchasing additional increments of counseling services. Valley-Wide may, at its sole discretion, review requests for counseling increments in units less than eight.

7. Counseling sessions do not carryover past the term of the contract.
8. The Employer authorizes and acknowledges participation as noted below:

Employer Wellness Program:

\$ 650.00

- Eight (8) counseling sessions;
- One (1) orientation session for employees and/or management;
- Quarterly statistical report.

Additional options that are available include:

- Orientation sessions\$50.00 each
- Counseling sessions (increments of eight) *\$400.00 per increment

* Valley-Wide may, at its sole discretion, review requests for counseling increments in units less than eight.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-6-2024

Submitter: Paula Gonzales, County Finance Director & DHS & H3C

Submitted to the County Administration Office on: email poll 1-25-2024

Return Originals to: Jana Coen & Admin, DHS, & H3C

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 1-25-2024 email poll approval of General Fund Payroll, Fringe and AP, presented in the amount of \$918,761.24, DHS & WHC Payroll, Fringe, and A/P for a total of \$246,553.93 and H3C Payroll, Fringe, and A/P for a total of \$114,995.50 with a Certification date of 1-29-24 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 TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01
71128-71144

0010

January 29, 2024

| | | | | |
|---------|----|------------|-------|---------------|
| | \$ | 26,439.10 | | |
| | | | | |
| | | | | |
| | | | | |
| Payroll | \$ | 332,445.51 | | |
| Fringes | \$ | 95,614.42 | Total | \$ 454,499.03 |

ARPA - 02

0018

| | | | | |
|---------|----|---|-------|------|
| 2023 | \$ | - | | |
| | | | | |
| | | | | |
| Payroll | \$ | - | | |
| Fringes | \$ | - | Total | \$ - |

ROAD & BRIDGE FUND - 02

0020

| | | | | |
|---------|----|-----------|-------|--------------|
| 2023 | \$ | - | | |
| | | | | |
| | | | | |
| Payroll | \$ | 61,187.49 | | |
| Fringes | \$ | 16,347.99 | Total | \$ 77,535.48 |

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 | \$ | 47.90 | Total | \$ 259.65 |

PUBLIC HEALTH AGENCY - 11

0676

| | | | | |
|---------|----|------------|-------|---------------|
| 2023 | \$ | - | | |
| | | | | |
| | | | | |
| Payroll | \$ | 114,569.70 | | |
| Fringes | \$ | 28,770.33 | Total | \$ 143,340.03 |

CRMC

0016

| | | | | |
|---------|----|------------|-------|---------------|
| 2023 | \$ | - | | |
| | | | | |
| | | | | |
| Payroll | \$ | 106,279.58 | | |
| Fringes | \$ | 36,027.90 | Total | \$ 142,307.48 |

OPC

0017

| | | | | |
|---------|----|-----------|-------|---------------|
| 2023 | \$ | - | | |
| | | | | |
| | | | | |
| Payroll | \$ | 74,608.89 | | |
| Fringes | \$ | 26,210.68 | Total | \$ 100,819.57 |


Paula Gonzales, Finance Director

GRAND TOTAL \$ 918,761.24

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: \$918,761.24
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **January 29, 2024**

#

| | A/P | PAYROLL | FRINGES |
|-------------------------|--------------|---------------|---------------|
| COUNTY GENERAL FUND | \$ 26,439.10 | 332,445.51 | 95,614.42 |
| ARPA FUND | \$ - | - | - |
| FSA ACCOUNT | \$ - | - | - |
| BOOKING FEES ACCOUNT | \$ - | - | - |
| PUBLIC HEALTH AGENCY | \$ - | 114,569.70 | 28,770.33 |
| ROAD & BRIDGE FUND | \$ - | 61,187.49 | 16,347.99 |
| SALES & USE TAX FUND | \$ - | - | - |
| CONSERVATION TRUST FUND | \$ - | - | - |
| CAPITAL FUND | \$ - | - | - |
| OTHER AGENCIES FUND | \$ - | - | - |
| LODGING TAX FUND | \$ - | 211.75 | 47.90 |
| CRMC FUND | \$ - | 106,279.58 | 36,027.90 |
| OPC FUND | \$ - | 74,608.89 | 26,210.68 |
| Totals | \$ 26,439.10 | \$ 689,372.92 | \$ 203,019.22 |

DATE: January 29, 2024

DATE: January 29, 2024

DATE: January 29, 2024

DATE: January 29, 2024

26,439.10 \$ 689,302.92

Wendy Buxton-Andrade
BOCC CHAIRMAN
COMMISSIONER

John W. Coen
COMMISSIONER
CLERK TO THE BOARD

CLERK TO THE BOARD

| | | |
|----------------------------------|----|------------|
| Total Paid Approve To Pay | \$ | 918,761.24 |
| AP + Fringes | \$ | 229,458.32 |
| Total Pd Certification - Payroll | \$ | 229,458.32 |
| Total Payroll + Fringes | \$ | 892,322.14 |

| | |
|---------------------|-------|
| Ending Check No. | 71144 |
| Beginning Check No. | 71128 |

Total Number of Checks: 17

STATE OF COLORADO }

```

} SS:

```

COUNTY OF PROWERS }


Prowers County Treasurer's Office

Browers County Treasurer's Office

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: \$918,761.24
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: January 29, 2024

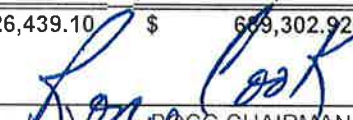
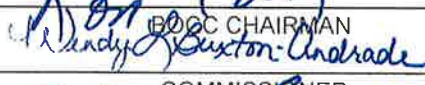


| | # | A/P | PAYROLL | FRINGES |
|-------------------------|---|---------------------|----------------------|----------------------|
| COUNTY GENERAL FUND | | \$ 26,439.10 | 332,445.51 | 95,614.42 |
| ARPA FUND | | \$ - | - | - |
| FSA ACCOUNT | | \$ - | | |
| BOOKING FEES ACCOUNT | | \$ - | - | |
| PUBLIC HEALTH AGENCY | | \$ - | 114,569.70 | 28,770.33 |
| ROAD & BRIDGE FUND | | \$ - | 61,187.49 | 16,347.99 |
| SALES & USE TAX FUND | | \$ - | | |
| CONSERVATION TRUST FUND | | \$ - | | |
| CAPITAL FUND | | \$ - | | |
| OTHER AGENCIES FUND | | \$ - | | |
| LODGING TAX FUND | | \$ - | 211.75 | 47.90 |
| CRMC FUND | | \$ - | 106,279.58 | 36,027.90 |
| OPC FUND | | \$ - | 74,608.89 | 26,210.68 |
| Totals | | \$ 26,439.10 | \$ 609,302.92 | \$ 203,019.22 |

DATE: January 29, 2024

DATE: January 29, 2024

DATE: January 29, 2024

DATE: January 29, 2024


 BOCC CHAIRMAN

 COMMISSIONER

 COMMISSIONER

 CLERK TO THE BOARD

| | | |
|----------------------------------|----|------------|
| Total Paid Approve To Pay | \$ | 918,761.24 |
| AP + Fringes | \$ | 229,458.32 |
| Total Pd Certification - Payroll | \$ | 229,458.32 |
| Total Payroll + Fringes | \$ | 892,322.14 |

Ending Check No. 71144
Beginning Check No. 71128

Total Number of Checks: 17

STATE OF COLORADO }

} SS:

COUNTY OF PROWERS }


 Prowers County Treasurer's Office

AP Check Register (APLT43)

Prowers County

| Check No | Check Date | Vendor No | Vendor Name | Check Amount |
|-----------------------------|-----------------------|-----------|----------------------------------------|---------------------|
| Bank No: 2 | Account: 10225 | | | |
| 71128 | 1/29/2024 | 23 | Aflac | \$2,612.42 |
| 71129 | 1/29/2024 | 1279 | Alicia Escobar | \$33.40 |
| 71130 | 1/29/2024 | 1281 | Annissa Esparza | \$1,285.65 |
| 71131 | 1/29/2024 | 1126 | Barbara White | \$7,716.00 |
| 71132 | 1/29/2024 | 896 | Celia M. Salazar | \$4,659.00 |
| 71133 | 1/29/2024 | 209 | Colonial Life & Accident Ins Co. | \$965.00 |
| 71134 | 1/29/2024 | 119 | Continental American Insurance Company | \$1,122.95 |
| 71135 | 1/29/2024 | 192 | County Health Pool | \$130,521.56 |
| 71136 | 1/29/2024 | 393 | Family Support Registry | \$2,383.22 |
| 71137 | 1/29/2024 | 382 | Frontier Bank | \$165,800.29 |
| 71138 | 1/29/2024 | 1257 | Jose Manuel Soto JR. | \$6,084.00 |
| 71139 | 1/29/2024 | 611 | LegalShield | \$352.85 |
| 71140 | 1/29/2024 | 696 | MASA Global Building | \$1,121.00 |
| 71141 | 1/29/2024 | 1142 | Nancy Winsor | \$7,993.00 |
| 71142 | 1/29/2024 | 707 | Nationwide Retirement Solutions | \$170.00 |
| 71143 | 1/29/2024 | 796 | Prowers Co Treasurer | \$717.00 |
| 71144 | 1/29/2024 | 1282 | Rosalba Lopez | \$26.50 |
| Bank Account Totals: | | | | \$333,563.84 |
| Total Of Checks: | | | | \$333,563.84 |

Payroll Date: 1/31/2024

Payroll Calculation Totals

Prowers County

| | | | | | | | |
|---------------------|---|----------------------|-------|------------------------|-----|---------------------------|-----|
| First Check Number: | 1 | First DirDep Number: | 36620 | Male Employees Paid: | 77 | Total Employees Not Paid: | 389 |
| Last Check Number: | 1 | Last DirDep Number: | 36804 | Female Employees Paid: | 108 | Total Employees: | 574 |
| | | | | Total Employees Paid | 185 | | |

Gross Amounts

| | | | | | |
|--------------------|--------------|----------------|--------------|-------------------|--------------|
| Gross Amount: | \$689,302.92 | Federal Gross: | \$634,697.90 | Retirement Gross: | \$675,793.03 |
| Net Amount: | \$506,394.98 | Fica Gross: | \$669,095.12 | | |
| | | Med Gross: | \$669,095.12 | | |
| Unemployment Gross | \$622,337.25 | State Gross: | \$634,697.90 | | |
| | | Local Gross: | \$669,095.12 | | |

Employee Incomes

| | | |
|--------|----------------------|--------------|
| 10 | Elected Official | \$48,090.76 |
| 11 | Salary | \$130,010.79 |
| 12 | Hourly Wage | \$389,925.61 |
| 13 | Overtime | \$3,785.58 |
| 14 | Extra Duty | \$2,945.80 |
| 16 | Extra Duty Flat Rate | \$7,390.98 |
| 17 | Sheriff OT | \$764.61 |
| 18 | Adult Transport | \$1,707.73 |
| 19 | Courthouse Security | \$7,580.80 |
| 21 | Courthouse OT | \$1,061.78 |
| 25 | JBBS | \$9,376.95 |
| 27 | Jail Nursing | \$987.50 |
| 29 | Weekend Court Sala | \$8,151.84 |
| 31 | School Resource | \$3,707.20 |
| 32 | Sheriff Hourly Wage | \$30,450.70 |
| 33 | Lead Tech Hourly | \$17,634.78 |
| 34 | Lead Tech OT | \$133.13 |
| 35 | Supervisor Hourly | \$19,149.59 |
| 36 | Supervisor OT | \$99.33 |
| 37 | QA Hourly | \$4,036.05 |
| 39 | Permanent Jail Salar | \$2,311.41 |
| Total: | | \$689,302.92 |

Employee Deductions

| | | |
|-------|-------------------------|-------------|
| ACHF1 | Direct Deposit Flat Ded | \$1,500.00 |
| AFLAC | AFLAC After Tax | \$816.87 |
| AFLCP | AFLAC Before Tax | \$1,795.55 |
| CAICA | Critical After Tax | \$406.95 |
| CAICP | Accident Pre-Tax | \$648.11 |
| CAIHP | Hospital Indem,Pre-Ta | \$67.89 |
| CHILD | Child Support | \$2,383.22 |
| CLNLA | Colonial After Tax | \$531.52 |
| CLNLP | Colonial Pre-Tax | \$433.48 |
| COER1 | Voluntary CCOERA/De | \$250.00 |
| COER2 | Voluntary CCOERA/De | \$187.48 |
| COER3 | Voluntary CCOERA/Ro | \$220.00 |
| COER4 | Voluntary CCOERA/Ro | \$194.57 |
| DENTL | Dental Insurance | \$4,325.75 |
| FED | Federal Withholding Ta | \$39,297.79 |
| FICA | FICA Employee Portion | \$41,483.88 |
| FSA | FSA Medical | \$717.00 |
| HRBA | Health Insurance - Em | \$9,184.00 |
| HRBAP | Health Ins Employee P | \$389.28 |
| HSA | Health Savings Accoun | \$2,329.99 |
| LEGAL | Legal Aid | \$352.85 |
| LIFED | Dependent Life | \$32.20 |
| LOAN1 | Retirement Loan | \$5,258.55 |
| MASA | Medical Transport | \$1,121.00 |
| MED | Medicare Employee Po | \$9,701.87 |
| PEBSC | Nationwide Retirement | \$170.00 |
| RETIR | Retirement | \$33,789.74 |
| STATE | State Income Tax | \$24,131.00 |
| SUPPE | Supp Life Emp. | \$795.05 |
| SUPPS | Supp Life Spouse | \$75.60 |

Employer Contributions

| | | |
|--------|-------------------------|--------------|
| FICA | Employer - Social Secu | \$41,483.88 |
| HRBAP | Hlth Ins.- Employer for | \$494.72 |
| HRBAR | Health Insurance-Empl | \$114,158.00 |
| LIFER | Life Insurance | \$1,177.56 |
| MED | Employer - Medicare T | \$9,701.87 |
| RETIR | Retirement ER | \$33,789.74 |
| SUTA | State Unemployment T | \$1,282.35 |
| VISER | Vision Insurance-Empl | \$931.10 |
| Total: | | \$203,019.22 |

Payroll Date: 1/31/2024

Payroll Calculation Totals

Prowers County

| | | |
|--------|---------------|--------------|
| VISON | Vision EmpEE. | \$316.75 |
| Total: | | \$182,907.94 |

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: JANUARY 2024

| PAYROLL TYPE | DATE | CHECK NUMBERS | AMOUNT |
|---------------------|----------|---------------|------------|
| DHS: | | | |
| SALARY | 01/29/24 | 100940-100979 | 103,137.78 |
| FRINGE | 01/29/24 | 67229-67242 | 92,179.30 |
| FORFEITURE | 01/29/24 | CRA | (3,975.40) |
| AID DEPEND. CHILD: | | | |
| CHILD CARE: | | | |
| AID NEEDY DISABLED: | | | |
| CHILD WELFARE: | | | |
| LEAP: | | | |
| OAP: | | | |
| WORK PROGRAM | | | |
| FOOD ASSISTANCE: | | | |
| WHC: | | | |
| SALARY | 01/29/24 | 54653-54671 | 33,096.14 |
| FRINGE | 01/29/24 | 8704-8714 | 24,259.01 |
| FORFEITURE | 01/29/24 | CRA | (2,142.90) |

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 \$246,553.93 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

January 29, 2024 GRAND TOTAL \$ 246,553.93

1/25/2024 DATE
1/25/2024 DATE
1/25/2024 DATE
CHAIRMAN
COMMISSIONER
COMMISSIONER

1/24/24 DATE
DIRECTOR

\$1,120,810.53
BALANCE AS OF 1/24/24

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: JANUARY 2024

| PAYROLL TYPE | DATE | CHECK NUMBERS | AMOUNT |
|--------------|----------|---------------|------------|
| H3C | | | |
| SALARY | 01/29/24 | 31273-31300 | 69,056.05 |
| FRINGE | 01/29/24 | 3921-3927 | 47,579.18 |
| FORFEITURE | 01/29/24 | CRA | (1,639.73) |

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$114,995.50 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

January 29, 2024 GRAND TOTAL \$ 114,995.50

1/25/2024 Ron Cook CHAIRMAN
1/25/2024 Wendy Buxton-Andrade COMMISSIONER
1/25/2024 Thomas Grammek COMMISSIONER

1/24/24 Wendy Grammek DIRECTOR
DATE

\$284,693.31
BALANCE AS OF 1/24/24

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: January 29, 2024

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

| | | |
|----------------|----------------------|-------------------|
| SALARY | <u>100940-100979</u> | <u>103,137.78</u> |
| FRINGE | <u>67229-67242</u> | <u>92,179.30</u> |
| FORFEITURE | <u>CRA</u> | <u>-3,975.40</u> |
| WHC SALARY | <u>54653-54671</u> | <u>33,096.14</u> |
| WHC FRINGE | <u>8704-8714</u> | <u>24,259.01</u> |
| WHC FORFEITURE | <u>CRA</u> | <u>(2,142.90)</u> |

TOTAL: \$ 246,553.93

Information Only
VOIDED CHECKS #'s:


Lanie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: January 29, 2024

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas

| | | |
|----------------|--------------------|-------------------|
| H3C SALARY | <u>31273-31300</u> | <u>69,056.05</u> |
| H3C FRINGE | <u>3921-3927</u> | <u>47,579.18</u> |
| H3C OPERATING | | |
| H3C FORFEITURE | <u>CRA</u> | <u>(1,639.73)</u> |

TOTAL: \$ 114,995.50

Information Only
 VOIDED CHECKS #'s:


 Lane Miles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

| Invoice Number / Line Description EXPENSE ACCOUNT: FRINGE | Vendor Name / Expense Account | Invoice Date | Purchase Order / Job | Amount |
|------------------------------------------------------------------------------------------|-------------------------------|--------------|---------------------------|---------------------------------------------------|
| AP.1.24.24 AFLAC INS | AFLAC | 01/24/24 | | \$765.37 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$765.37</u> |
| AP.1.24.24 CAI | CONTINENTAL AMERICAN | 01/24/24 | | \$237.56 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$237.56</u> |
| AP.1.24.24 HEALTH INSURANCE LIFE INSURANCE DENTAL INSURANCE VISION INSURANCE | CHP | 01/24/24 | | \$27,198.00 \$656.32 \$1,170.15 \$287.65 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$29,312.12</u> |
| AP.1.24.24 COLONIAL INS BCN E3400793 | COLONIAL LIFE | 01/24/24 | | \$286.94 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$286.94</u> |
| AP.1.24.24 HSA | COMMUNITY STATE BANK | 01/24/24 | | \$1,940.00 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$1,940.00</u> |
| AP.1.24.24 STATE TAX | COLORADO DEPT OF REVENUE | 01/24/24 | | \$5,336.00 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$5,336.00</u> |
| AP.1.24.24 RETIREMENT | CRA | 01/24/24 | | \$15,153.56 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$15,153.56</u> |
| AP.1.24.24 FSA | PROWERS COUNTY FSA | 01/24/24 | | \$308.00 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$308.00</u> |
| AP.1.24.24 CRA | CRA | 01/24/24 | | \$352.24 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$352.24</u> |
| AP.1.24.24 FICA & MED | FRONTIER BANK | 01/24/24 | | \$31,384.04 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$31,384.04</u> |
| AP.1.24.24 LEGAL SERVICES | LEGAL SERVICES, INC. | 01/24/24 | | \$53.80 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$53.80</u> |

| | | | | |
|------------------------------|---------------------------|----------|---------------------------------|---------------------------|
| AP.1.24.24 | N.A.C.O. Clearing Account | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$20.00 |
| INTERNAL PLAN ID 0025497-001 | | | | <u>\$20.00</u> |
| AP.1.24.2024 | CRA | 01/24/24 | INVOICE AP.1.24.2024 TOTAL: | \$6,847.67 |
| LOAN REPAYMENT | | | | <u>\$6,847.67</u> |
| AP.1.24.24 | MASA MTS | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$182.00 |
| MEDICAL TRANSPORTATION | | | | <u>\$182.00</u> |
| | | | EXPENSE ACCOUNT 202.1000 TOTAL: | <u>\$92,179.30</u> |
| | | | REPORT TOTAL: | <u><u>\$92,179.30</u></u> |

Welcome Home Center

Invoice Register (By Expense Account)

| Invoice Number / Line Description EXPENSE ACCOUNT: FRINGE | Vendor Name / Expense Account | Invoice Date | Purchase Order / Job | Amount |
|------------------------------------------------------------------------------------------|---------------------------------|--------------|---------------------------|--------------------------------------------------------------------|
| AP.1.24.24 AFLAC INSURANCE | AFLAC | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$449.19 \$449.19 |
| AP.1.24.24 CAI | CONTINENTAL AMERICAN | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$161.86 \$161.86 |
| AP.1.24.24 HEALTH INSURANCE LIFE INSURANCE VISION INSURANCE DENTAL INSURANCE | CHP | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$8,400.00 \$219.60 \$75.10 \$291.75 \$8,986.45 |
| AP.1.24.24 STATE TAX | COLORADO DEPART OF REVENUE | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$1,531.00 \$1,531.00 |
| AP.1.24.24 RETIREMENT | CRA | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$4,285.80 \$4,285.80 |
| AP.1.24.24 FSA | PROWERS COUNTY FSA | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$200.00 \$200.00 |
| AP.1.24.24 FICA & MEDICARE | FRONTIER BANK | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$8,280.07 \$8,280.07 |
| AP.1.24.24 INTERNAL PLAN ID 0025497-001 | NACO Clearing Account | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$10.00 \$10.00 |
| AP.1.24.24 LOAN REPAYMENT | CRA | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$225.74 \$225.74 |
| AP.1.24.24 MEDICAL TRANSPORTATION | MASA MTS | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$95.00 \$95.00 |
| AP.1.24.24 LEGAL SERVICES | LEGAL SERVICES, INC | 01/24/24 | INVOICE AP.1.24.24 TOTAL: | \$33.90 \$33.90 |
| | EXPENSE ACCOUNT 202.1000 TOTAL: | | | \$24,259.01 |
| | REPORT TOTAL: | | | \$24,259.01 |

H3C

Invoice Register (By Expense Account)

| Invoice Number / Line Description EXPENSE ACCOUNT: 22100 | Vendor Name / Expense Account | Invoice Date | Purchase Order / Job | Amount |
|-------------------------------------------------------------|-------------------------------|--------------|------------------------------|--------------------|
| AP.1.24.24 AFLAC | AFLAC | 01/24/24 | | \$32.80 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$32.80</u> |
| AP.1.24.24 HEALTH INSURANCE | CHP | 01/24/24 | | \$670.00 |
| | | | | \$44.30 |
| | | | | \$1.84 |
| | | | | \$408.10 |
| | | | | \$36.20 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$1,160.44</u> |
| AP.1.24.24 CRA | CRA | 01/24/24 | | \$4,451.86 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$4,451.86</u> |
| AP.1.24.2024 LOAN REPAYMENT | CRA | 01/24/24 | | \$188.20 |
| | | | INVOICE AP.1.24.2024 TOTAL: | <u>\$188.20</u> |
| AP.1.24.24 MEDICAL TRANSPORTATION | MASA MTS | 01/24/24 | | \$42.00 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$42.00</u> |
| | | | EXPENSE ACCOUNT 22100 TOTAL: | <u>\$5,875.30</u> |
| EXPENSE ACCOUNT: 22110 | | | | |
| AP.1.24.24 FICA | FRONTIER BANK | 01/24/24 | | \$13,655.72 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$13,655.72</u> |
| | | | EXPENSE ACCOUNT 22110 TOTAL: | <u>\$13,655.72</u> |
| EXPENSE ACCOUNT: 22115 | | | | |
| AP.1.24.24 FEDERAL TAX | FRONTIER BANK | 01/24/24 | | \$5,403.10 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$5,403.10</u> |
| | | | EXPENSE ACCOUNT 22115 TOTAL: | <u>\$5,403.10</u> |
| EXPENSE ACCOUNT: 22120 | | | | |
| AP.1.24.24 STATE TAX | COLO DEPT OF REVENUE | 01/24/24 | | \$3,205.00 |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$3,205.00</u> |

| | | | | |
|------------------------------------------------------------------|-----|----------|------------------------------|---------------------------|
| EXPENSE ACCOUNT: 41540 AP.1.24.24 VISION INSURANCE PREMIUM | CHP | 01/24/24 | EXPENSE ACCOUNT 22120 TOTAL: | <u>\$3,205.00</u> |
| | | | | |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$114.00</u> |
| | | | EXPENSE ACCOUNT 41540 TOTAL: | <u>\$114.00</u> |
| EXPENSE ACCOUNT: 41550 AP.1.24.24 HEALTH INSURANCE PREMIUM | CHP | 01/24/24 | | |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$14,687.00</u> |
| | | | EXPENSE ACCOUNT 41550 TOTAL: | <u>\$14,687.00</u> |
| | | | | |
| EXPENSE ACCOUNT: 41560 AP.1.24.24 CRA | CRA | 01/24/24 | | |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$4,451.86</u> |
| | | | EXPENSE ACCOUNT 41560 TOTAL: | <u>\$4,451.86</u> |
| | | | | |
| EXPENSE ACCOUNT: 41570 AP.1.24.24 LIFE INSURANCE PREMIUM | CHP | 01/24/24 | | |
| | | | INVOICE AP.1.24.24 TOTAL: | <u>\$187.20</u> |
| | | | EXPENSE ACCOUNT 41570 TOTAL: | <u>\$187.20</u> |
| | | | REPORT TOTAL: | <u><u>\$47,579.18</u></u> |

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 2-6-24

Submitter: Meranda Jaramillo AP Clerk/Administrative Assistant

Submitted to the County Administration Office on: 1-24-24

Return Originals to: Meranda Jaramillo

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Appointment to fill one (1) position on the Prowers County Emergency Telephone Authority Board for a four (4) year term that will expire July 2027.

Justification or Background: Annual approval

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 2-6-24

Submitter: Meranda Jaramillo AP Clerk/Administrative Assistant

Submitted to the County Administration Office on: 1-24-24

Return Originals to: Meranda Jaramillo

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing two (2) Members to the Prowers County Lodging Tax Tourism Panel for positions on the Board to fill remaining terms that will expire December 2026.

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: 2-6-2024

Submitter: Andy Wyatt, County Assessor

Submitted to the County Administration Office on: Verbal Poll 1-23-2024

Return Originals to: Jana Coen & Andy Wyatt

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 1-23-2024 verbal poll approval of Colorado Parks and Wildlife Impact Assistance Grant Application for Tax Year 2023, totaling \$35,980.78.

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):

COVER PAGE

Colorado Parks and Wildlife
Impact Assistance Grant Application
Authorized by C.R.S. §30-25-301 & 302, As Amende



County Prowers

Tax Year 2023

Date 1/23/2024

| | <u>Acres</u> | <u>Amount Requested</u> |
|----------------------|--------------|-------------------------|
| State Parks | N/A | N/A |
| State Wildlife Areas | 8563 | \$35,980.78 |
| TOTALS | 8563 | \$35,980.78 |

County Commissioner:


Signature

Ron Cook
Printed Name

Name & email address of person responsible for completing application

Andrew B. Wyatt, Prowers County Assessor awayatt@prowerscounty.net

Impact Assistance Grant Application Form - **WILDLIFE**

County ProwersTax Year 2023WILDLIFE Parcel(s)/Schedule#(s) 82270; 83490; 83500; 83510; 83530; 83540; 83551; 83560;
84370Tax Area 04-

| Ag Type | Acres | Assessed Value Per Acre | Total Assessed Value |
|--------------------|-------------|----------------------------|------------------------------------|
| Irrigated | 397 | \$236.07 | \$93,719.79 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Irrigated Meadow | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Dry Farm | 907 | \$31.01 | \$28,126.07 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Grazing | 1823 | \$14.24 | \$25,959.52 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Forest Ag | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Waste | 23 | \$2.18 | \$50.14 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Total Acres | 3150 | | Combined Total \$147,855.52 |

Total Mill Levy for this Taxing Area 57.70500000**Total WILDLIFE Amount Requested**
for this Taxing Area **\$8,532.00**

Impact Assistance Grant Application Form - WILDLIFE

County Prowers

Tax Year 2023

WILDLIFE Parcel(s)/Schedule#(s) 81980; 83525; 83533; 83750; 83843; 83844; 83850; 84510;
83526; 83527; 83515

Tax Area 61-

| Ag Type | Acres | Assessed Value Per Acre | Total Assessed Value |
|--------------------|-------------|----------------------------|------------------------------------|
| Irrigated | 2835 | \$90.72 | \$257,191.20 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Irrigated Meadow | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Dry Farm | 26 | \$32.99 | \$857.74 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Grazing | 1332 | \$14.89 | \$19,833.48 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Forest Ag | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Waste | 155 | \$2.39 | \$370.45 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Total Acres | 4348 | | Combined Total \$278,252.87 |

Total Mill Levy for this Taxing Area 61.99300000

Total WILDLIFE Amount Requested
for this Taxing Area **\$17,249.73**

Impact Assistance Grant Application Form - **WILDLIFE**

County Prowers

Tax Year 2023

WILDLIFE Parcel(s)/Schedule#(s) 83531; 83532; 83660; 83842; 83845

Tax Area 68-

| Ag Type | Acres | Assessed Value Per Acre | Total Assessed Value |
|--------------------|-------------|----------------------------|------------------------------------|
| Irrigated | 511 | \$235.26 | \$120,217.86 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Irrigated Meadow | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Dry Farm | 14 | \$34.22 | \$479.08 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Grazing | 414 | \$9.18 | \$3,800.52 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Forest Ag | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Waste | 71 | \$2.39 | \$169.69 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Total Acres | 1010 | | Combined Total \$124,667.15 |

Total Mill Levy for this Taxing Area 75.21300000

**Total WILDLIFE Amount Requested
for this Taxing Area \$9,376.59**

Impact Assistance Grant Application Form - **WILDLIFE**

County ProwersTax Year 2023WILDLIFE Parcel(s)/Schedule#(s) 83520Tax Area 91h

| Ag Type | Acres | Assessed Value Per Acre | Total Assessed Value |
|--------------------|-----------|----------------------------|-----------------------------------|
| Irrigated | 40 | \$256.88 | \$10,275.20 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Irrigated Meadow | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Dry Farm | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Grazing | 15 | \$16.03 | \$240.45 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Forest Ag | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Waste | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Total Acres | 55 | | Combined Total \$10,515.65 |

Total Mill Levy for this Taxing Area 78.21300000**Total WILDLIFE Amount Requested
for this Taxing Area** **\$822.46**

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/23/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 1/9/24

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 2024 Independent Contractor Agreement for Chief Financial Officer services between Lisa Neuhold-Farmer and Prowers County Department of Human Services.”

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!

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is effective beginning the 1st day of January, 2024, and is by and between the Board of County Commissioners of Prowers County ("Prowers County"), and Lisa Neuhold-Farmer ("Contractor"), 108 W. Chestnut St., Lamar, CO 81052.

WHEREAS, Prowers County desires to contract with Contractor to perform financial and accounting services as the Chief Financial Officer ("CFO") for the Prowers County Department of Human Services ("Department") in accordance with the terms of this Agreement; and

WHEREAS, Contractor desires to perform financial and accounting services as the CFO for the Department on an independent contractor basis as set forth in this Agreement,

NOW THEREFORE, in consideration for the mutual promises made herein, Prowers County and the Contractor agree as follows:

1) Scope of Service

The Chief Financial Officer will agree to provide the following:

- Budget: Performs the yearly budget for the Department of Human Services and H3C
- CFMS: Reconciles the State information in CFMS with data in CYMA
- Financial Statements: Prepares monthly and yearly financial statements for the Board of Human Services; for the County Auditor; and for the State of Colorado
- Grants: Performs financial reconciliation of all grants awarded to the Department of Human Services
- CYMA: Reconciles financial information in CYMA; including Accounts Receivable, Accounts Payable, Inventory, and General Ledger for DHS and H3C
- Reports: Prepares monthly MSR reports for the Board of County Commissioners, and a Publication report for the newspaper; prepares State and Federal reports as requested
- Welcome Home Center: Prepares the budget, financial reports, and reconciliation processes for the Welcome Home Center Child Care Center
- Treasurer: Reconciles the monthly Treasurer report; Settlements from State, Settlements from Medicaid; and other EFT due in for Department of Human Services, as well as H3C

2. Compensation: Prowers County shall pay the Contractor as follows: A flat fee of \$4,300.00 per month to perform financial and accounting services for the Prowers County Department of Human Services.

Payment pursuant to this Agreement shall be made as a flat fee, in whole or in part, from available funds per month. Payment shall be made on or before the 10th day of each month for the prior month's services.

Contractor will provide all necessary financial and accounting services for the Department during the term of the agreement within available contracted funds.

Upon advance written approval by the Department Director, Contractor will be reimbursed for the following expenses upon presenting adequate receipts:

- a) Mileage to any meetings or trainings, including annual conference, will be reimbursed at the current Prowers County rate.

- b) Any out of town meals required for meetings and trainings related to Department business will be reimbursed in accordance with the per diem rates currently utilized by Prowers County Department of Human Services.
- c) Any lodging required for out of town meetings and trainings pertaining to Department business will be reimbursed at the actual cost of lodging with a receipt required.
- d) Prowers County will provide to Contractor IT support.

Reimbursement for mileage, meetings or trainings will be limited to no more than five (5) monthly Financial Officers Group (FOG) meetings, four (4) quarterly regional accountant meetings, annual conference, annual accountant/auditor training, and no more than one (1) State training. Any travel, trainings or meetings in excess of the abovementioned will be the responsibility of the Contractor, and will not be considered reimbursable.

3. Available Funds: This contract is subject to and contingent upon the continuing availability of budgeted agency funds and the continuing availability of state and federal funds for the purposes hereof.

4. Term: The term of this Agreement shall be for twelve (12) months beginning January 1, 2024 and continuing through December 31, 2024.

Either party may terminate this agreement with thirty (30) days' prior written notice to the other party. The flat fee of \$4,300.00 per month will be prorated to the date of termination, if applicable.

5. Relationship: The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee of Prowers County, nor is Contractor entitled to Prowers County employment benefits.

CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT.

6. Work Product: Any data, reports, documents, or information provided by Prowers County to the Contractor during the performance of services under this Agreement and any reports or other writings required under the services of this Agreement shall be and remain the sole property of Prowers County at all times. Contractor will maintain confidentiality of all records as required by law.

7. Indemnification and Insurance: Contractor shall indemnify and hold harmless Prowers County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor in the performance of the services by Contractor.

8. Civil Rights Compliance: Contractor certifies that Contractor is in compliance with State and Federal statutes regarding Civil Rights.

9. Assignment: This Agreement is for personal services predicated upon Contractor's special abilities or knowledge, and Contractor shall not assign Agreement in whole or in part without prior written consent of Prowers County.

10. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

11. Modification: This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

12. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

13. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the Court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

14. Illegal Aliens. Contractor certifies that Contractor shall comply with the provisions of C.R.S. 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that Contractor (i) has verified that Contractor does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq., Prowers County may terminate this contract for breach and Contractor shall be liable for actual and consequential damages to Prowers County.

15. Officials Not To Benefit. No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Contractor warrants that Contractor has not retained any company or person (other than a bona fide employee working solely for Contractor) to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay to any company or person, (other than a bona fide employee working for Contractor), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Contractor. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

CONTRACTOR
Lisa Neuhold-Farmer

By: 
Address:

108 W. Chestnut
Lamar, CO 81052

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

By: _____
CHAIRMAN

PROWERS COUNTY
DEPARTMENT OF HUMAN SERVICES

By: 
DIRECTOR

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/6/2024

Submitter: Judy Wittman

Submitted to the County Administration Office on: 1/31/2024

Return Originals to: Judy Wittman and Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider Amended Approval of Resolution
Authorizing Treasurer to Invest Public Funds – Change of Deputy Treasurer

Justification or Background: Authorization for the Board of County Commissioners of Prowers
County, Colorado, per Colorado State Statutes §24-75-601 Funds – Legal Investments.

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!

**BY THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF PROWERS, STATE OF COLORADO**

STATE OF COLORADO)
) ss.
COUNTY OF PROWERS)

**AMENDED RESOLUTION AUTHORIZING
TREASURER TO INVEST PUBLIC FUNDS**

Resolution 2024 - 1A

WHEREAS, the County of Prowers, State of Colorado is charged with the responsibility of depositing public funds which come into its possession; and

WHEREAS, Colorado Revised Statutes, Section 30-10-708 mandates a written resolution setting forth qualified financial institutions in which the Treasurer shall deposit funds and monies of whatever kind that may come into the Treasurer's possession; and

WHEREAS, Colorado Revised Statutes, Title 11, Articles 10.5 and 47 mandate the deposit of public funds and monies in eligible state and national banks and savings and loan associations; and

WHEREAS, the Prowers County Commissioners desire the Treasurer to deposit such funds and monies into financial institutions located in the County as well as other eligible state and national banks and savings and loan associations in the State of Colorado; and

WHEREAS, Colorado Revised Statutes, Section 24-75-601 provides for the investment of public funds and monies;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Prowers County Treasurer is hereby authorized to deposit County funds and monies in Money market accounts, checking accounts and certificates of deposits in eligible state and national banks and savings and loan associations in the State of Colorado as well as the following qualified local banks:

- | | |
|--------------------------------|------------------------------|
| a. Frontier Bank in Lamar | f. The Eastern Colorado Bank |
| b. GNBank | g. McClave State Bank |
| c. IN Bank (f/k/a Legacy Bank) | |
| d. TBK Bank | |
| e. Community State Bank | |

2. The primary objectives of the investment of County funds shall be the safety of the invested funds and the liquidity of the invested funds for the timely payment of County obligations. The secondary objective shall be the achievement of a market average yield on the invested funds.

3. The Treasurer is hereby authorized to deposit County funds and monies in the following securities as authorized under the provisions of Colorado Revised Statutes, Section 24-75-601.1(k):

a. State investment pools authorized under the provisions of Colorado Revised Statutes, Section 24-75-701. ColoTrust is the only state investment pool in which we currently invest.

b. Money market funds authorized under the provisions of Colorado Revised Statutes, Section 24-75-601.1(k).

c. Direct obligations of the United States Government which are sold at discount or have semi-annual interest payments; e.g. U.S. Treasury bills, U.S. Treasury notes; U.S. Treasury bonds and U.S. Agencies bonds authorized under the provisions of Colorado Revised Statutes, Section 24-75-601.1(k).

4. The maximum maturity of any security purchased by the Treasurer shall not exceed five years unless specifically approved in advance by the Board of County Commissioners.

5. The Treasurer may sell securities held by the County to meet, as necessary, the County investment objectives.

6. The eligible signors on the accounts of the Prowers County Treasurer are as follows: Judy Wittman, Prowers County Treasurer and Abbie Campbell, Deputy Treasurer, see authorized signatures below.

Motion duly made and seconded, the above read Resolution No. 2024- 1A was adopted this 6th day of February, 2024 by the Board of County Commissioners of the County of Prowers and State of Colorado. All previous resolutions concerning the deposit and investment of County funds are rescinded upon approval of this resolution.

Chairman

Commissioner

Commissioner

ATTEST:

Clerk to the Board of
County Commissioners

Judy Wittman
Judy Wittman, Prowers County Treasurer

Abbie Campbell
Abbie Campbell, Deputy Treasurer

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/6/2024

Submitter: Judy Wittman

Submitted to the County Administration Office on: 1/31/2023

Return Originals to: Judy Wittman

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of GOVOS Renewal for use in the Assessor and Treasurer Offices.

Justification or Background: This program works in conjunction with ACS

Fiscal Impact: This item is budgeted in the following account code: 01-09-440400 & 01-10-440400, \$1457.89 each

County: \$ 2915.78 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!



GovOS Renewal

Prowers County Treasurer/Assessor, CO

Prowers County Treasurer/Assessor, CO Renewal 2024-2024

Prepared for:

Andy Wyatt

Prowers County Treasurer/Assessor, CO
301 South Main Street Suite 215
Lamar, Colorado, 81052

Submitted by:

Kelsey Clinard

Customer Success

kelsey.clinard@govos.com



8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com

Terms of Use

Standard Terms of Agreement

- Without a signed Agreement, pricing is good until 2023-12-18.
- By signing this proposal the client agrees to our Terms of Use available at: <https://govos.com/products/application-studio/terms-of-use/> and incorporated into this Proposal.
- Each product and service purchased is serviced and maintained as specified in the Pricing Table above.
- **Reinstatement Fee:** Renewals that are not paid before expiration of the current contract will be subject to a "Reinstatement Fee." On the day after the current renewal term ends, a Reinstatement Fee of 5% of the annualized value of the renewal will be applied. An additional 5% will be applied every month thereafter until the contract is renewed or until the cumulative Reinstatement Fee reaches 50% of annualized value or the maintenance renewal, at which point it will be capped.
- Service Hours and offerings expire 12 Months from the Subscription Start Date (indicated above) and are payable upon the execution of this Proposal
- If applicable, approved travel and other expenses related to service offerings provided pursuant to this Proposal will be billed to the client as incurred

Standard Payment Terms

- Please email all Purchase Orders to AR@govos.com for prompt processing after signing this Proposal.
- The client agrees to pay all fees specified in this Proposal.
- The invoice(s) will be sent to the Billing Contact indicated herein.
- All fees are due upfront and billed annually, with the first annual payment due by the invoice due date (30 days from the Subscription Start Date) specified herein, unless specified otherwise.
- The client is believed to be tax exempt and will provide tax exemption certificate(s) to evidence the same; however, if such exemption certificate(s) are not provided then all state, local, and federal taxes associated with this proposal will be invoiced to the client.
- Pricing for each subscription renewal term will include a 10% optimization fee, which shall act as a price increase from the prior year of the term of the subscription

| Contact Information | |
|--------------------------|-------------------------------------------------------------------------------------------------------------|
| Organization Name | Prowers County |
| Street Address | 301 S. Main St., #215 |
| City, State, Zip | Lamar CO 81052 |
| Primary Contact Name | Mark Westhoff |
| Primary Contact Email | ctyadmin@prowerscounty.net |
| Billing Details | |
| Billing Contact Name | Paula Gonzales |
| Billing Contact Email | ctyadmin@prowerscounty.net |
| Billing Contact Phone | (719) 336-8025 |
| Invoice Delivery Method | <input checked="" type="checkbox"/> Email/Electronic (default) <input type="checkbox"/> Mail |
| Preferred Payment Method | <input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH |

Signature of Authorized
Representative

Chain, Board of County
Commissioners
Title

Date

Pricing Summary

Sales Quote No: Q-13812

| Product Code | Product Description | QTY | Sales Amount |
|------------------------------------------|-------------------------------------------------------------------------------------------|-----|--------------|
| MS-NC-PTR-SW- PEGSCAN3-SB | Pegasus Scanfix for ApplicationXtender / Maintenance Qty-3 Vendor ID: 1000003599R-3 | 1 | \$72.71 |
| MS-NC-PTR-SW- APPXIMAGECAPTURE -SB | Application Xtender Image Capture Server / Maintenance Vendor ID: 1000003603R | 1 | \$161.55 |
| MS-NC-PTR-SW- APPX3CC-SB | ApplicationXtender Server - 3 CC User / Maintenance Vendor ID: 1000003667R | 1 | \$2,681.52 |

Total Contract Value: \$2,915.78

Subscription Start Date: 2024-01-01

Subscription End Date: 2024-12-31

Subscription Terms: 12 Months

This quote is for maintenance for the above mentioned components. Please sign and email kelsey.clinard@govos.com for order processing. This is a sales quote only and once we receive signed approval, the order will be processed and an invoice will be sent for processing. If providing a PO copy, please reference the above sales quote number on your PO copy.

Please note that this is not an invoice, one will be mailed after order processing.

DR 0160 (02/16/11)
COLORADO DEPARTMENT OF REVENUE
DENVER CO 80261-0013

CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

| | | |
|------------------------------------------|-----------------------|-------------|
| USE ACCOUNT NUMBER for all references | LIABILITY INFORMATION | ISSUE DATE |
| 09804191 | G 020182 | Mar 01 2019 |

THIS LICENSE IS
NOT TRANSFERABLE



COUNTY OF PROWERS
301 S MAIN ST STE 210
LAMAR CO 81052-2868

Michelle Stangor
Acting Executive Director
Department of Revenue

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-6-2024

Submitter: DHS

Submitted to the County Administration Office on: 1-31-2024

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of correcting DHS Certification of Pay approved on 1-23-2024, to list the correct DHS Operating Expense check numbers as 67206 - 67228.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

BALANCE AS OF 1/18/24
\$1,118,204.55

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: JANUARY 2024

| PAYROLL TYPE | DATE | CHECK NUMBERS | AMOUNT |
|--------------|----------|---------------|--------|
| H3C | | | |
| SALARY | | | |
| FRINGE | | | |
| OPERATING | 01/23/24 | 3918-3920 | 239.49 |

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$239.49 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

January 23, 2024 GRAND TOTAL \$ 239.49

1-23-2024 Ron Cook
DATE CHAIRMAN

1-23-2024 [Signature]
DATE COMMISSIONER

1-23-2024 Wendy Burton-Grindrade
DATE COMMISSIONER

1/18/24 [Signature]
DATE DIRECTOR

\$284,932.80
BALANCE AS OF 1/18/24

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 02/06/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: Email Poll 01/31/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider ratifying 1-31-2024 email poll approval of Sales and Use Tax Proposal submitted by Tri-State Generation and Transmission Association, Inc.

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!

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 01/09/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 01/03/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of letter of support to Colorado Department of Higher Education for Lamar Community College Foundation's Colorado Opportunity Scholarship Initiative application.

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 6, 2024

Dr. Cynthia Armendariz
Senior Director, Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1600 Broadway, Suite 2200
Denver, CO 80202

RE: COSI County Allocation - Letter of Support

Dear Dr. Armendariz:

The Board of County Commissioners for Prowers County supports the application submitted by the Lamar Community College Foundation to the Colorado Opportunity Scholarship Initiative (COSI) – County Matching Scholarships.

We have partnered with Lamar Community College Foundation to raise reduced matching dollars (\$10,359) and the Lamar Community College Foundation will serve as the fiscal agent for the distribution of funding available (\$41,436) through the Matching Student Scholarships grant for Prowers County. This is the only application that will be made for this funding on our behalf. We look forward to working with Lamar Community College Foundation to increase access and affordability to higher education for the residents of Prowers County.

Thank you,

Board of County Commissioners for Prowers County, Colorado

Ron Cook, Chair

Thomas Grasmick, Vice-Chair

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 01/09/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 01/03/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of letter to the Honorable Mike Johnston, Mayor of the City and County of Denver, regarding Ballot Measure to Prohibit Slaughterhouses in Denver.

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!



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THIRD DISTRICT

February 6, 2024

The Honorable Mike Johnston
Mayor of the City and County of Denver
1437 Bannock St, Room 350
Denver, CO 80202

RE: Concerns Regarding the Ballot Measure to Prohibit Slaughterhouses in Denver

Dear Mayor Johnston:

We, the Board of County Commissioners for Prowers County, write to you on behalf of the rural and agricultural areas of our great state, specifically Prowers County. While some of us have backgrounds in farming or ranching, all of us, as elected representatives, share a common interest in fostering a robust and flourishing agricultural sector. Drawing on your experience as a former State Senator, you are undoubtedly familiar with the challenges we have confronted over the past decade. This compels us to express our concerns regarding the 2024 ballot measure that aims to prohibit the operation of slaughterhouses in the City and County of Denver.

While we understand this is an issue that will ultimately be decided by the Denver voters, we believe it important to bring attention to the statewide and national implications that may arise from this measure.

If the proposed measure passes, it would have both immediate and long-term negative consequences to the state's economy, especially the vital agricultural industry—Colorado's second-largest industry and the largest in Prowers County. Moreover, it would adversely affect jobs associated with Colorado sheep production, including independent farmers, truckers, distributors, retailers, butchers, and restaurant owners. The prohibition could virtually eliminate the export of branded "Colorado Lamb"; across the nation and throughout the world. Colorado consumers will pay more for meat shipped from out of state if Superior Farms is forced to close, and higher food prices unfairly burden low-income families.

While we fully support the rights of local communities to make decisions that best serve their interests, we believe that it is essential to consider the broader implications. As Colorado's capital, Denver's actions have the potential for tremendous impact on the State as a whole. We encourage you to use your voice and influence to help bridge the ever-growing rural/urban

divide. It is our belief that urban leaders elevating rural realities and stories will preserve our agricultural heritage while also supporting our State's economic future.

Thank you for your attention to this matter and for considering our perspective. Together, we can strive for solutions that support the local economy in Prowers County and the State economy, respect the rights of businesses and individuals, and uphold the principles of sustainable and responsible farming practices.

Thank you,

Board of County Commissioners for Prowers County, Colorado

Ron Cook, Chair

Thomas Grasmick, Vice-Chair

Wendy Buxton-Andrade, Commissioner