

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
OCTOBER 10, 2023**

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

9:00 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

9:30 a.m. Andy Wyatt - Prowers County Assessor
- Proposition HH Discussion

10:00 a.m. Gary Harbert, Veterans' Service Officer
- Veterans' Officer Update

10:15 a.m. BOCC
- Updates

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

10:45 a.m. PC Overflow Processing Center Program Manager
- OPC update

11:00 a.m. Paxton Hyde, Amber Stowell, Elizabeth Pilson, Jeremy Neustifter, Shannon McMillan, Colorado Department of Health and Environment
- Discussion on Burn Barrel Regulations and Letters to Prowers County Residents

11:30 a.m. Monica Mika, District Director Congressman Ken Buck CO-(04)
- Update

MEETING AGENDA

Invocation

Pledge of Allegiance

1:00 p.m.

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of September 26, 2023 Meeting Minutes

PUBLIC APPEARANCES

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

Paula Gonzales, Finance Director/Budget Director

- Present 2024 Preliminary Budget

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.

ACTION ITEMS:

1. Consider ratifying 10-2-2023 email poll approval for County Veteran Service Officer's Monthly Report and Certification of Pay – September 2023 and authorizing the use of Chairman Ron Cook's signature stamp.
2. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Mounted Thunder, event scheduled for September 21 – 22, 2024.
3. Consider ratifying 9-25-2023 email poll approval of Payroll, Payroll/AP, and JBBS, all presented in the amount of \$868,504.32 with a Certification date of 9-27-23.
4. Consider approval of appointing two Members to the Prowers County Lodging Tax Board, (1) position on the Board to fill a term to expire December 2024 and (1) position on the Board to fill a term to expire December 2025.
5. Consider approval of Memorandum of Agreement for Child Care Availability and Outreach of Care Duties for Prowers/Baca Counties between Children First Department of Pueblo Community College and Roots and Wings Early Childhood Council, effective August 1, 2023 to June 30, 2024 in the amount of \$24,000, and authorizing Roots and Wings Early Childhood Council Coordinator, Courtney Holt-Rogers, to execute the agreement.
6. Consider approval of Credit Card Authorization Request for Roxie Rankin, Public Health Department Supervisor, in the amount of \$3,000.00.
7. Consider approval of a Resolution Opting into Proposition 123.
8. Consider approval of a Resolution in Opposition to the Statewide Proposal, Proposition HH.
9. Consider terminating the Intergovernmental Agreement between the City of Lamar and Prowers County, Colorado regarding the Joint Planning Area dated February 23, 2004 in accordance with Section IV (D) of said Intergovernmental Agreement.
10. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Mounted Thunder, event scheduled for April 27 – 28, 2024.
11. Consider approval of letter to the Transportation Commission of Colorado opposing the proposed merger of the SE TPR and the SC TPR.
12. Consider approval of Amendment to Fairgrounds Facility Rental Agreement and Waiver of Fees for Southeast Colorado Can Chasers (SECCC) previously approved by Prowers BOCC on March 21, 2023. This amendment will change the rental date for SECCC's final event from October 8, 2023 to October 29, 2023.

13. Consider ratifying 10/4/2023 email poll approval of a letter to the US Department of Commerce in support of SCEDD's application for the Distressed Area Recompete Pilot Program grant.
14. Consider approval of 2024 – CDOT 5311 Admin and Operating proposed Award for Prowers Area Transit, award amount is \$214,374.00 with a local match of \$53,594.00 and authorizing Darren Glover, Director of Prowers Area Transit to execute the document electronically.
15. Consider approval of 2024 – CDOT 5399 Admin and Operating Award and Statement of Work and Conditions for Prowers Area Transit, Award amount is \$375,747.00 for two new buses and authorizing Darren Glover, Director of Prowers Area Transit to execute the document electronically.
16. Consider approval of executing an Agreement for providing Ambulance & Emergency Medical Services in Prowers County, Colorado in the amount of \$145,000 for a term commencing on January 1, 2024 and terminating on December 31, 2024 with the City of Lamar, Colorado.
17. Consider ratifying verbal poll approval of September 26, 2023 authorizing Ron Cook, Chairman, to execute the Joint Statement of Opposition of Lower Arkansas Valley Water Conservancy District and Prowers County.

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: 10/10/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/26/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Memorandum of Agreement for Child Care Availability and Outreach of Care Duties for Prowers/Baca Counties between Children First Department of Pueblo Community College and Roots and Wings Early Childhood Council, effective August 1, 2023 to June 30, 2024 in the amount of \$24,000, and authorize Roots and Wings Early Childhood Council Coordinator, Courtney Holt-Rogers, to execute the agreement.”

Justification or Background:

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

County: _____

Federal: \$ _____

State: \$24,000 in Early Childhood Funding

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!



August 15, 2023

*Memorandum of Agreement
Child Care Availability and Outreach of Care Duties,
Prowers/Baca Counties*

This Agreement is made between, Children First Department of Pueblo Community College, and the Roots and Wings Early Childhood Council, effective August 1, 2023 to June 30, 2024

The Parties will use this Agreement to outline scope of services, relationship and documentation with the Roots and Wings Early Childhood Council, and Children First Department of Pueblo Community College.

Therefore, in consideration of the Parties, rights and obligations described below, the Parties agree as follows:

1. **Term.** The term of this Agreement will be from August 1, 2023 through June 30, 2024 and services for the monthly sum of \$2,000.00 for a total of \$24,000.00. The last invoice must be received no later than June 15, 2024. The Agreement, however, will be AT-WILL. This means either Party may terminate this Agreement at any time and for any reason or for no reason by giving the other Party at least thirty (30) calendar days prior notice.
2. **Program Services.** Children First will be a collaborative partner with the Roots and Wings Early Childhood Council. Children First will provide the following:

Availability and Outreach of Care Duties (aka CCR&R strategy)*:

- developing a variety of methods for their local child care providers to report open child care slots (e.g., calling, texting, emailing, completing an online form);
- conducting frequent contacts with each child care provider in the Prowers and Baca Counties area to: inform child care providers of the enhanced support, allow providers to choose between a text or listserv reminder about reporting openings, and collect information on special populations served by the provider where that information is not already in Colorado Shines;
- pushing out a listserv and text reminder to report openings to lists created based on provider preference on the same day each week;
- uploading data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (<http://coloradoshines.org/>);
- connecting providers with other supports, as requested, such as assistance with licensing or accessing quality improvement supports;
- collecting enrollment data (enrollment count, age of children served, etc.);
- working with other positions (i.e. family child care home navigators, licensing specialists), and utilizing their particular knowledge of the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services; and,



- providing Roots and Wings with documentation on activities completed to meet workplan requirements and summarizing relevant information for Prowers/Baca County monthly.

Roots and Wings Early Childhood Council,

By: _____
Courtney Rogers-Holt

Date: _____

Children First Department of Pueblo Community College

By: _____
Dr. Patricia Erjavec, College President

Date: _____

By: _____
Angie Shehorn, Director

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/10/2023

Submitter: Meagan Hillman, Public Health Director

Submitted to the County Administration Office on: 10/3/2023

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Credit Card Authorization Request for Roxie Rankin, Public Health Department Supervisor, in the amount of \$3,000.00

Justification or Background:

Roxie has been promoted to a supervisor position which has caused the need to increase this limit

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

PROWERS COUNTY
CREDIT CARD AUTHORIZATION REQUEST

Date:

The employees listed below are authorized for issuance of a credit card for county business usage. They understand and will comply with the county policy regarding such cards, and are authorized for the amounts listed:


Employee Name	Card#	Amt. Authorized	Purpose of Authorization	Date Issued (Completed by Adm. Office)
Roxie Rankin		\$3000	increase limit as she's now a supervisor	

ADDRESS: _____


STATEMENT ADDRESS: _____

The employees listed below are no longer authorized for a county credit card. The card is attached and the authorization should be discontinued the date listed.

Employee Name	Credit Card Acct #	Authorization End Date	Date Cancelled (Completed by Adm. Office)


Signature


Title


Office/Department

Approved:

Date:

Chairman
Prowers County Board of Commissioners

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/10/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 10/3/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Resolution Opting in to Proposition 123.

Justification or Background:

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

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

Approved by the County Attorney on: 10/2/2023

Additional Approvals (if required):

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

THANK YOU!

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
PROWERS COUNTY, COLORADO, OPTING IN TO PROPOSITION 123**

WHEREAS, the voters of Colorado approved Proposition 123 in 2022 creating the State Affordable Housing Fund to make certain funds available to local governments as defined by CRS-29-32-104; and

WHEREAS, Prowers County, Colorado is a Statutory County duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado and is eligible for Proposition 123 funding and programing; and

WHEREAS, the Board of County Commissioners Authorizes the County staff to opt-in and set a baseline for the development of affordable housing as defined Proposition 123; and

WHEREAS, with technical funding assistance from the Colorado Department of Local Affairs the County will begin the formal process to review its Zoning code for the possible adoption of the “Qualified Strategy” for “fast track review” for affordable housing applications to comply with Proposition 123.

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

Prowers County hereby elects to opt-in to Proposition 123 setting its baseline of 193 units with the goal to increase the County’s affordable housing units by six (6) units a year or annualized goal of eighteen (18) units over 3 years.

INTRODUCED, READ AND ADOPTED this 10th day of October, 2023.

RON COOK Chair

ATTEST:

JANA COEN, County Clerk

WENDY BUXTON-ANDRADE Vice-Chair

THOMAS GRASMICK Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/10/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 10/3/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Resolution in Opposition to the Statewide Proposal, Proposition HH.

Justification or Background:

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

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

Approved by the County Attorney on: 10/2/2023

Additional Approvals (if required):

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

THANK YOU!

RESOLUTION NO. 2023-_____

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PROWERS
COUNTY, COLORADO, IN OPPOSITION TO THE STATEWIDE PROPOSAL,
PROPOSITION HH**

WHEREAS, the vast majority of local governments, including Prowers County, but not the State of Colorado, levy a property tax to support essential public services and infrastructure; and

WHEREAS, counties in Colorado, including Prowers County, are highly dependent on property tax revenue, often as their primary source of annual revenue; and

WHEREAS, inflation from 2020 to 2023 has increased by nearly 18 percent leading to increased costs of labor, materials, and services; and

WHEREAS, Proposition HH will mandate reductions in local property taxes for at least ten years, resulting in billions of dollars of lost revenue for local governments without any reduction in service obligations or needs; and

WHEREAS, Proposition HH will increase the State's TABOR spending limit, allowing the State to spend billions of dollars more than it did before, while placing a property tax revenue limit lower than allowed by TABOR on local governments; and

WHEREAS, the ballot question for Proposition HH indicates that local governments will be reimbursed from state funds for lost property tax revenue, but that those reimbursements are a small percentage of the billions of dollars more that the State will retain, and that most counties, including Prowers County, will be ineligible for reimbursements early in the ten-year period of Proposition HH; and

WHEREAS, Prowers County has worked with local voters to propose and approve property taxes, or to retain and spend revenues therefrom, to support regular county services, facilities, and infrastructure needed and desired by the residents of Prowers County, including county roads and maintenance, county fairgrounds, public transportation, human and social services, law enforcement, rural fire and emergency management, vital records, veterans services, motor vehicle registration, elections, public health and safety, and more; and

WHEREAS, Proposition HH undermines the short- and long-term planning efforts of Colorado's counties, including Prowers County, that are necessary to absorb inflationary pressures, to increase salaries and compensation for employees, to support existing and grow new public services, to construct and maintain government infrastructure, and to respond to the needs and emergencies of our communities.

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

1. It is the position of the Board of County Commissioners of Prowers County, Colorado, that Prowers County and its constituents are best suited to determine the revenues necessary to meet the needs, expectations, and demands of the residents.
2. The Board of County Commissioners recognizes that Prowers County is accountable to our local voters, who may take action if the taxes they pay are not warranted for the services, facilities, and infrastructure provided by Prowers County to our residents.
3. The Board of County Commissioners concludes that Proposition HH diminishes the ability of Prowers County to provide the vital services, facilities, and infrastructure that the residents of Prowers County need, expect, and demand; and, therefore, the Board strongly urges a NO vote on Proposition HH at the statewide election on November 7, 2023.

INTRODUCED, READ AND ADOPTED this 10th day of October, 2023.

RON COOK Chair

ATTEST:

JANA COEN, County Clerk

WENDY BUXTON-ANDRADE Vice-Chair

THOMAS GRASMICK Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-10-2023

Submitter: Prowers County BOCC

Submitted to the County Administration Office on: 10-3-2023

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider terminating the Intergovernmental Agreement between the City of Lamar and Prowers County, Colorado regarding the Joint Planning Area dated February 23, 2004 in accordance with Section IV (D) of said Intergovernmental Agreement.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 10-3-2023

Additional Approvals (if required):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-10-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 10-4-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Mounted Thunder, event scheduled for April 27 - 28, 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>10/3/23</u>	Date(s) of Events: <u>April 27th - 28th 2024</u>
Name of Organization: <u>Colorado Mounted Thunder</u>	Set Up Time: _____ am pm
Name & Address of Authorized Agent: <u>Asel Turner</u> <u>28001 CR 3</u> <u>Lamar CO 81052</u>	Event Starts: _____ am pm
Phone: _____	Finish Time: _____ am pm
Sales Tax ID: _____	<div style="display: flex; justify-content: space-around;"><div style="border: 1px solid black; border-radius: 50%; padding: 2px;">Arena</div><div>Home Ec</div></div> <div style="display: flex; justify-content: space-around;"><div>Centennial</div><div>Vaqueros Pavilion</div></div>
Type of Event: <u>Cowboy Mounted Shooting</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.

[Signature]
Authorized Agent

10/3/23
Date

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

Rental Approved:

[Signature]
Maintenance & Facilities Director

8-4-23
Date

Chairman

Prowers County Board of Commissioners

Date

For County Use Only:

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

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

Liability Insurance received: Yes___ No___ Date: _____

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

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

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

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

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

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

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

Date: 10/3/23

Organization: Colorado Mounted Thunder

Authorizing Agent Printed name: Azel Turner

Authorizing Agent Signature: 

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: Azel Turner

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

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

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

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

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

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

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

REGISTERED RODEO EVENTS:

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

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

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

The event organizer is responsible for ensuring the following:

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

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

USE OF THE PROWERS COUNTY FAIRGROUNDS R.V.

ELECTRIC PEDESTALS

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

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

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

HOME EC. BUILDING CHECKLIST

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

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

KITCHEN CHECKLIST

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

VAQUEROS BUILDING CHECKLIST

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

We would like to ask that the arena fee be waived

We will pay stalls, RV and Dry Camp

If lights are needed we will pay the Fee

April 27th - 28th 2024
Date(s) of Event

[Signature]
Authorized Agent

10/3/23
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: 10/10/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 10/4/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of letter to the Transportation Commission of Colorado opposing the proposed merger of the SE TPR and the SC TPR.

Justification or Background: Copies of the original letter will be sent to: Vince Rogalski, STAC Chair; Terry Hart, TC Representative for SE Colorado; US Senator John Hickenlooper; US Senator Michael Bennet; US Representative Ken Buck, CO-04 Congressional District; CO Senator Rod Pelton, Senate District 35; CO Representative Ty Winter, House District 47; John Galusha, South Central TPR

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

October 10, 2023

Colorado Department of Transportation
Transportation Commission of Colorado
2829 W. Howard Place
Denver, CO 80204
Emailed to: Jennifer.uebelher@state.co.us

Dear Transportation Commission:

The Board of County Commissioners for Prowers County writes this letter expressing our strong opposition to the recommendation by the Colorado Department of Transportation (CDOT) to combine the Southeast Transportation Planning Region (SE TPR) with the South Central Transportation Planning Region (SC TPR).

As a member County of the SE TPR, which also represents the counties of Baca, Bent, Crowley, Kiowa, and Otero Counties and the municipalities within those six counties, Prowers County feels adamant that we must remain as a separate TPR. The SE TPR currently encompasses 9,570 square miles, including 6 counties and 26 municipalities, within its boundaries.

The proposal aims to combine SE TPR with SC TPR. SC TPR is 6,368 square miles and encompasses two counties and 15 municipalities within their boundaries. This would create an enormous area and we already have monumental tasks of representing our respective area without adding additional counties. This creates yet again another capacity issue to an already stressed area that strives to build capacity in the regions they serve.

We understand that per statute, there can only be 10 TPRs. However, we are very concerned that CDOT conducted a reassessment of the 10 TPR boundaries, at the request of the legislative body, and did not include any input from any of the TPR members, specifically SE, SC and Intermountain. In the process of the reassessment, the SE TPR was not invited to the table to give input on what future boundaries should be and whether they should change or remain the same.

The SE TPR was not made aware of the proposed changes until August 23, 2023, when CDOT requested an audience with the SE TPR as well as with the SC TPR representatives via a Zoom call. The SE TPR was made aware of the boundary review, to garner the opinion of both TPRs on whether or not we would be open to the idea of combining the two TPR regions. At that meeting, both TPRs made it extremely clear that we were not in favor of the suggested merger.

Again, on September 19, 2023, CDOT requested a call with both TPRs to have, what we thought, was another discussion to review the "study" data/results. At this meeting, we were informed that CDOT would recommend to the Transportation Commission to merge the two TPRs, which would then allow them to have an additional TPR open so that they could split the Intermountain TPR into two and by statute stay at 10 TPRs. Not only were the SE TPR and SC TPR vocal in our disapproval of that move, but we were also informed that the Intermountain TPR disapproved as well.

Both TPRs were presented with data showing that we are the two smallest TPRs by population, however, no compelling data was given to either TPR to concretely confirm that there is a need to combine the TPRs. Population alone is not an equitable measure for determining size and scope of a TPR.

Prowers County staunchly opposes the combining the SE TPR and SC TPR for the following reasons:

1) Enormous Coverage area:

SE TPR covers 9,570 sq. miles and 6 counties

SC TPR covers 6,368 square miles and 2 counties

Combining these TPRS would result in 15,938 sq. miles and 8 counties, which is an unreasonably large area to manage.

Intermountain TPR covers 6,422 sq. miles and 5 counties, why would splitting them into two make more sense?

2) Loss of STAC representation:

Current:

SE TPR – 1 seat at the table

SC TPR – 1 seat at the table

Intermountain TPR – 1 seat at the table

Proposed:

Combined TPR (SE & SC) – 1 seat at the table

Intermountain TPR – 2 seats at the table

Prowers County is vehemently opposed to either TPR losing a voice at the table. This goes fully against the initiatives to include rural areas and encourage participation in state and federally funded programs. Additionally, based on CDOT's own assessment data, the SE and SC TPRs contain some of the largest areas of Disproportionately Impacted Communities compared to all other TPRs. Taking away a representative for these Disproportionately Impacted Communities flies in the face of CDOT's equity initiatives.

3) Freight Corridor-Priority:

The SE TPR has four integral Colorado freight corridors within its boundaries on SH 10, US 50, US 160 and US 287.

The SC TPR has three integral Colorado freight corridors within its boundaries on SH 10, US 160 and I-25.

These routes are part of the corridors that have been identified as part of the most critical routes to facilitate the movement of goods into, out of, and within Colorado. Freight must travel over SE TPR and SC TPR roads to get goods into the populated areas!

Both SE TPR and SC TPR have extreme unease about being combined, as our region will then be competing for dollars for future infrastructure projects that address the need of our current priorities. Those allocated funds will then be shifted to either I-25 or SH 50/287 rather than being available for both corridors. These areas already get the least amount of attention in the State and to have it diluted even further is of grave concern.

4) Funding:

Both TPRs are extremely troubled about the funding being further diluted and/or rotated as suggested. We were presented with the assurance that our Regional Priority Plan funding would remain at the same percentage, however, we already experience challenges for prioritizing funding within our boundaries and adding additional counties in either direction will undoubtedly cause additional challenges to getting projects funded and completed in a timely manner.

5) Planning Process:

The planning process is difficult with 6 counties, and even 2 counties. Due to the proposed large coverage area, we feel this will further inhibit our members from participating. Priorities are also a concern. The proposed combined TPR will struggle to come to a consensus on the identification of priorities, not because of an unwillingness to work together, but because of the sheer size of the region that is being proposed and the number of projects that fall within existing TPR boundaries.

6) Transit:

SECED in the SE TPR program is currently working on a regional transit route program. Prowers County has invested considerable time and money into this effort, and we are concerned how the merger will affect our efforts of reopening routes in the six county region. What effect will the proposed merger have on our ability to continue to secure funding to work towards that effort? Again, the available funds will likely be diluted.

Our roads are regional priorities as they are an economic driver for Prowers County and the entire region. We must continue to have safe roads that accommodate freight and domestic travelers. Highway 287 in particular is the Ports to Plains Corridor, and has extremely high truck traffic each day. While the data may show that domestic travel is not as prevalent in our area as compared to I-70 or I-25, it is imperative to offer safety to domestic travelers through continued roadway improvements, as most crashes on our corridors involve large freight vehicles. Prowers County feels the ability of our TPR to continue to address infrastructure to accommodate safe travel is threatened by this merger.

The lack of input during the time that this study was conducted is alarming. Why were the counties, municipalities and other regional stakeholders that this change will affect not brought to the table? Prowers County feels this is another example of how decisions are being made for us, without consideration of our opinions, concerns, or the logistics of rural areas. In addition, Prowers County feels that the SE TPR and SC TPR are being ordered to merge to accommodate

the Intermountain TPR, which isn't interested in the proposed changes to their TPR either. Leaders within the Intermountain TPR have expressed that while they face internal challenges with the counties they represent, they did not ask for the boundary changes, and certainly they do not want a change at the expense of other TPRs.

Prowers County does not feel that the comparison of the SE and SC TPRs to TPRs located along the I-70 corridor yields a fair assessment. We are rural frontier regions and as such our travel patterns and data are very different from urban or rural resort regions, but certainly not any less important. At the end of the day, the roads traveled in our region lead to the interior of this great State, and they are, and will remain a reflection of the time, money, and effort of those in authority. If the SE and SC TPRs are merged, the vital roads in our region will deteriorate.

The Board of County Commissioners for Prowers County, Colorado respectfully asks that you reconsider the combining of the SE TPR and SC TPR and truly hope that our voices will be heard and considered in the HB23-1101 boundary decision.

Thank you,

Board of County Commissioners for Prowers County, Colorado

Ron Cook, Chair

Wendy Buxton-Andrade, Vice-Chair

Thomas Grasmick, Commissioner

cc: Vince Rogalski, STAC Chair

Terry Hart, TC Representative for SE Colorado

Honorable US Senator John Hickenlooper

Honorable US Senator Michael Bennet

Honorable US Representative Ken Buck, CO-04 Congressional District

Honorable CO Senator Rod Pelton, Senate District 35

Honorable CO Representative Ty Winter, House District 47

John Galusha, South Central TPR

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/10/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 10/4/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Amendment to Fairgrounds Facility Rental Agreement and Waiver of Fees for Southeast Colorado Can Chasers (SECCC) previously approved by Prowers BOCC on March 21, 2023. This amendment will change the rental date for SECCC's final event from October 8, 2023 to October 29, 2023.

Justification or Background: The original date of 10/8/23 was double-booked internally. SECCC discussed the new date with Faron Williams and he approved.

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>3/13/2023</u>	Date(s) of Events: <u>Calendar attached</u>
Name of Organization: <u>SECCC</u>	Set Up Time: <u>11:00</u> <u>3:00</u> am pm
Name & Address of Authorized Agent: <u>SECCC Tori Hawks</u> <u>35100 Cnty Rd SS</u> <u>Wiley, CO 81092</u>	Event Starts: <u>1:45</u> <u>5:45</u> am pm
Phone: <u>7196889024</u>	Finish Time: <u>5:00</u> <u>10:00</u> am pm
Sales Tax ID: _____	<input checked="" type="checkbox"/> <u>Arena</u> <input checked="" type="checkbox"/> <u>Home Ec</u> <u>Oct 8</u> <input type="checkbox"/> <u>Centennial</u> <input type="checkbox"/> <u>Pavilion</u>
Type of Event: <u>Barrel Races</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.

Authorized Agent

3/13/23
Date

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

Rental Approved:

Jason Williams
Maintenance & Facilities Director

3-15-23
Date

Ken Cook
Chairman
Prowers County Board of Commissioners

3-23-2023
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 cancelled 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 \$ 0 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: 3/13/22

Organization: SECCC

Authorizing Agent Printed name: _____

Authorizing Agent Signature: _____

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: Titus Sharpe or Bryce Reese

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 Daily	\$150	\$300	\$970		
Pavilion Rent Daily	\$150	\$300	\$970		
Home Economics' Bldg. Rent Daily	\$150	\$150	\$350		
Use of Parking Lots Arena Lot /Grounds Daily			\$210		
Overnight Boarding (Arena Pens) Daily	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding Rodeo Events Minimum Fee Daily	\$10	\$30	\$40		
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only Daily	\$20	\$20	\$30		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY Daily	\$10	\$10	\$20		
Elmer's Garden Daily	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to use)	\$125	\$200	\$200		
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 and kitchen.
- 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.

HOME EC. BUILDING 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.
- Please 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 SECCC, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We are a non-profit organization that tries to provide local outdoor events (barrel races) for the Southeast area. Our events bring members from all over Southeast Colorado and Western Kansas. Last year 2022 we had a total of 55 members. Our member range from 2 years old and older. SECCC partners with several business in the area to provide awards from saddles, buckles, blankets, and more to give to members. After every race you will see contestants at the local restaurants, grocery stores, and gas stations stimulating our local economy!

April-Oct 2023
Date(s) of Event

[Signature]
Authorized Agent

3/15/23
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: _____

SECCC BARREL RACE

FIRST RACE

**April 2nd Double
Header**

WHERE

**Bent County
Fairgrounds, Las
Animas, CO**

**Exhibitions start @ 1:45pm with peewees to follow
at 3 pm, then combined youth and open draw.**

ALL AGES EVENT

FEES: 80% PAYBACK

Peewees- \$10.00

Youth- \$30.00

Open-\$40.00

Exhibitions - \$5.00

Office Fee per rider-\$5.00

SUNDAY 1:45
RACES

April 23rd- Lamar

May 7th - Lamar

August 13th- Las

Animas

Sept 17th- Las

Animas

Oct 1st - Las

Animas

Oct 8th Lamar- Home Ec

**BANQUET AND
AWARDS**

TUES 5:45
RACES

May 30th - Las

Animas

June 6th- Lamar

June 13th- Las

Animas

June 20th- Lamar

June 27th - Las

Animas

July 11th - Lamar

July 25th - Las

Animas Fair

August 1st-

Springfield Fair ?

August 8th- Lamar

Fair?

Sept 6th- Falls Fair?

Sept 19th - Holly

Fair?

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/10/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 10/4/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 10/4/2023 email poll approval of letter to the US Department of Commerce in support of SCEDD's application for the Distressed Area Recompete Pilot Program grant.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):



Board of County Commissioners

Prowers County

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

October 4, 2023

Alejandra Y Castillo

Assistant Secretary of Commerce for Economic Development

1401 Constitution Avenue, NW, Suite 71014

Washington, DC 20230

RE: Letter of Support for SCEDD Recompete Pilot Program Application

Ms. Castillo,

This letter is to express support for the Southern Colorado Economic Development District (SCEDD) application for grant funding through the Distressed Area Recompete Pilot Program through the US Department of Commerce.

SCEDD is a valued and trusted partner of Prowers County, which was identified as one of 22 counties in Colorado eligible for funding through the Recompete Pilot Program. Prowers County has been designated as an economically distressed, rural county by the Colorado Economic Development Commission and is facing underemployment levels considerably higher than the State average.

SCEDD has partnered with the East Central Council of Local Governments, Logan County Economic Development Corporation, and the San Luis Valley Development Resources Group and Council of Governments to design a program that will develop a trained workforce and connect that workforce to good jobs in places and in career fields that need them most. The program will address locations where local job opportunities are extremely limited, as well as identifying individuals who have stopped looking for jobs and left the labor force, struggle to meet job qualifications, lack reliable transportation, or need assistance with childcare. All of these efforts would greatly benefit Prowers County residents in breaking the cycle of poverty with gainful employment.

Therefore, the Board of County Commissioners for Prowers County strongly supports the efforts of SCEDD to apply for the Recompete Pilot Program to assist Prowers County and other distressed areas in our region. Thank you for your support of southeast Colorado.

Sincerely,

Board of County Commissioners for Prowers County, Colorado

A handwritten signature in blue ink that reads "Ron Cook". The signature is written in a cursive style with a large "R" and "C".

Ron Cook, Chair

A handwritten signature in blue ink that reads "Wendy Buxton-Andrade". The signature is written in a cursive style.

Wendy Buxton-Andrade, Vice-Chair

A handwritten signature in blue ink that reads "Thomas Grasmick". The signature is written in a cursive style.

Thomas Grasmick, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-10-2023

Submitter: Darren Glover, Director of PATS

Submitted to the County Administration Office on: 10-4-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of 2024 - CDOT 5311 Admin and Operating proposed Award for Prowers Area Transit, award amount is \$214,374.00 with a local match of \$53,594 and authorizing Darren Glover, Director of Prowers Area Transit to execute the document electronically.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 10-4-2023

Additional Approvals (if required):



COLORADO
Department of Transportation
Division of Transit & Rail

Proposed Award Summary

Agency:

[Prowers County](#)

Award Letter Name: Proposed Award
-0934

Award Type: Vehicle

Application: [APP-039965](#)

Congratulations! The Colorado Department of Transportation (CDOT) Division of Transit and Rail (DTR) has received and evaluated your application. We are pleased to inform you that DTR has either approved or partially approved your request. This proposed award offer provides a summary of your award. Note that you will receive one award offer per funding source and application; please follow the instructions for each award offer received.

Description: 2023
FTA5339_ProwersCounty_2
Vehicle Expansion

Funding Source: FTA-5339

Award Year: 2023

Awarded Amount: \$214,374.00

Your agency shall use the awarded funds to purchase the following vehicle(s) :

Fuel Type	Vehicle Type	Award Amount	Local Match Amount	Total Cost	ADA Compliant	Approximate Size (In Feet)	How Did You Arrive at Purchase Price?	Application Name
Gasoline	CU Cutaway	\$107,187	\$26,797	\$133,984	Yes	26	CDOT Price Agreement	APP-039965
Gasoline	CU Cutaway	\$107,187	\$26,797	\$133,984	Yes	26	CDOT Price Agreement	APP-039965

Budget Details & Acceptance

Awarded Amount: \$214,374.00

Local Match Amount: \$53,594.00

Total Project Amount: \$267,968.00

Please confirm the Local Match Amount here and enter the source and status of matching funds (if you plan to deny the award, please enter N/A).:

Advance Payment

Do you wish to request Advance Payment for your vehicle purchase(s)? :

Acceptance

Do you accept this award?:

Attachments

Upload Attachments

Document Name

Update Date/Time

2829 W. Howard Place Denver, CO 80204-2305 P 303.757.9011 www.codot.gov



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-10-2023

Submitter: Darren Glover, Director of PATS

Submitted to the County Administration Office on: 10-4-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of 2024 - CDOT 5399 Admin and Operating Award and Statement of Work and Conditions for Prowers Area Transit, Award amount is \$375,747.00 for two new buses and authorizing Darren Glover, Director of Prowers Area Transit to execute the document electronically.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 10-4-2023

Additional Approvals (if required):

EXHIBIT A: STATEMENT OF WORK AND CONDITIONS

Project Description*		2024-5311: Admin & Operating					
Federal Awarding Agency				Federal Transit Administration (FTA)			
Federal Regional Contact				Cindy Terwilliger			
Federal Award Date**				To Be Determined			
Project End Date				December 31, 2024			
FAIN**		To Be Determined		CFDA#		20.509	
CFDA Title		Formula Grants for Rural Areas Program					
Subrecipient		Prowers County		UEID #		Y8C4HSXY95M6	
Contact Name		Darren L Glover		Vendor #		2000368	
Address		200 East Hickory Street Lamar, Colorado 81052-2842		Phone #		(719) 336-8039	
Email		dglover@prowerscounty.net		Indirect Rate		N/A	
Total Project Budget							\$375,747.00
Budget	WBS***	ALI	Federal Funds		Local Funds		Total
Administrative	23-11-5043.PROW.620	11.79.00	80%	\$92,084.00	20%	\$23,021.00	\$115,105.00
Operating	23-11-4043.PROW.300	30.09.01	50%	\$130,321.00	50%	\$130,321.00	\$260,642.00
Total Project Amount Encumbered via this Subaward Agreement							\$375,747.00

*This is not a research and development grant.

**The Federal Award Date and FAIN are not available at the time of execution of this Subaward Agreement. This information will be maintained in COTRAMS, CDOT's transit awards management system, and will be available upon request.

*** The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

Prowers County shall maintain the existence of public transportation services through the following goals:

1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
2. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);
3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding is provided to support the services described above for calendar year 2024 (January 1 – December 31).

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Reimbursement Request in COTRAMS	2/10/2024
Submit Progress Reports to GU Manager	3/15/2024
Submit Final Reimbursement Request in COTRAMS	12/31/2024
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: December 31, 2024.	

2. Performance will be reviewed throughout the duration of this Subaward Agreement. Prowers County shall report to the CDOT Project Manager whenever one or more of the following occurs:
 - a. Budget or schedule changes;
 - b. Scheduled milestone or completion dates are not met;
 - c. Identification of problem areas and how the problems will be resolved; and/or
 - d. Expected impacts and the efforts to recover from delays.
3. Prowers County will report on performance using the Program Measure Report in COTRAMS:
 - a. Performance measures established for the FTA Section 5311 Program (*Funds Expended, Fare Revenues, Sources of Expended Funds, Service Data, and Volunteer Resources*) will be tracked and reported on by Prowers County.
4. Performance will be reviewed based on:
 - a. Completion of quarterly 5311 Program Measure Reports in COTRAMS, and
 - b. Completion of the annual National Transit Database (NTD) Report.
5. 5311 Program Measure Reports will be submitted in COTRAMS by Prowers County on or before the following due dates:
 - a. Quarter 1 due April 28th;
 - b. Quarter 2 due July 28th;
 - c. Quarter 3 due October 28th; and
 - d. Annual Report, including Quarter 4, due January 28th.
6. Prowers County will assist CDOT with Disadvantaged Business Enterprise (DBE) reporting to FTA by using the biannual FTA DBE Report in COTRAMS to report:
 - a. Contracts awarded, payments made, and contracts completed between Prowers County and prime contractors; and
 - b. Contracts awarded, payments made, and contracts completed between Prowers County's prime contractors and their subcontractors.
7. DBE Program Measure Reports will be submitted in COTRAMS by Prowers County on or before the following due dates:
 - a. Quarter 4 – Quarter 1 (for October 1 – March 31) due April 28th; and
 - b. Quarter 2 – Quarter 3 (for April 1 – September 30) due October 28th.

C. Project Budget

1. The Total Project Budget is \$375,747.00. CDOT will pay no more than 80% of the eligible, actual administrative costs, up to the maximum amount of \$92,084.00, and no more than 50% of the eligible, actual operating costs, up to the maximum amount of \$130,321.00. CDOT will retain any remaining balance of the federal share of FTA-5311 Funds. Prowers County shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$92,084.00 (80%) for administrative costs and \$130,321.00 (50%) for operating costs, and matching Local Funds of \$23,021.00 (20%) for administrative costs and \$130,321.00 (50%) for operating costs, will be encumbered for this Subaward Agreement.

2. No refund or reduction of the amount of Prowers County's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
3. Prowers County may use eligible federal funds for the Local Funds share, but those funds cannot be from other Federal Department of Transportation (DOT) programs. Prowers County's share, together with the Federal Funds share, must be enough to ensure payment of Total Project Budget.
4. Per the terms of this Subaward Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this Project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. Prowers County shall initiate and prosecute to completion all actions necessary to enable Prowers County to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

1. Prowers County shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.
2. Prowers County's operating expenses are those costs directly related to system operations. Prowers County at a minimum, should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.
3. If Prowers County elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.

E. Reimbursement Eligibility

1. Prowers County must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance (January 1 – December 31) of this Subaward Agreement.
2. Reimbursement requests must be within the limits of Section D., Allowable Costs, of this Subaward Agreement. Prowers County will be reimbursed based on the ratio of Federal Funds share and Local Funds share set forth in the Project Budget above.
3. Prowers County must submit the final invoice within sixty (60) calendar days of December 31, 2024, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) days of issuance of the final reimbursement payment.

F. Training

In an effort to enhance transit safety, Prowers County and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, Prowers County shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

G. Restrictions on Lobbying

Prowers County is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

H. Special Conditions

1. Prowers County will comply with all requirements imposed by CDOT on Prowers County so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. Prowers County must permit CDOT and their auditors to have access to Prowers County's records and financial statements as necessary, with reasonable advance notice.
3. Record retention shall adhere to the requirements outlined in 2 CFR 200.333 and FTA C 5010.1E.
4. Prowers County cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).
5. Prowers County must obtain prior CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
6. If receiving FTA 5311 funding, Prowers County shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
7. If receiving FTA 5311 funding, Prowers County shall maintain and report annually all information required by NTD and any other financial, fleet, or service data.
8. If receiving FTA 5311 or 5339 funding, Prowers County will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.
9. Prowers County will comply with the Federal Transit Administration (FTA) Drug and Alcohol Regulations, to include on time submission to FTA's Drug and Alcohol Management Information System (DAMIS).
10. Prowers County shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
11. Prowers County shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
12. Prowers County will provide transportation services to persons with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
13. Prowers County shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA Subrecipients.

14. Prowers County shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, Prowers County shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
15. Prowers County shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
16. Prowers County shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.
17. If applicable, Prowers County will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).
18. Prowers County shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR part 26 and CDOT's DBE program.
19. Meal delivery must not conflict with providing public transportation service or reduce service to public transportation passengers.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-10-2023

Submitter: BOCC

Submitted to the County Administration Office on: 10-05-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Consider approval of executing an Agreement for Providing Ambulance & Emergency Medical Services in Prowers County, Colorado in the amount of \$145,000 for a term commencing on January 1, 2024 and terminating on December 31, 2024 with the City of Lamar, Colorado

Item Title/Recommended Board Action:

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 10-5-2023

Additional Approvals (if required):

AGREEMENT PROVIDING FOR AMBULANCE & EMERGENCY
MEDICAL SERVICES IN PROWERS COUNTY, COLORADO

This Agreement entered into as of this _____ day of _____, 2023 by and between THE CITY COUNCIL FOR THE CITY OF LAMAR, COLORADO, a Colorado Home Rule Municipal Corporation, with address for notice at 102 East Parmenter Street, Lamar, Colorado 81052, hereinafter referred to as LAMAR, and THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO a duly constituted County of the State of Colorado, with address for notice at 301 S. Main Street, Suite 215, Lamar, Colorado 81052, hereinafter referred to as PROWERS COUNTY (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties hereto are authorized pursuant to C.R.S. 29-1-203 to cooperate and contract with each other to provide for functions, services, and facilities as hereinafter set forth.

WHEREAS, Lamar has previously established and operates an Ambulance & Emergency Medical Service (EMS) that delivers such services within the corporate limits of the City. Prowers County, Colorado desires that Lamar extend those services into those areas of Prowers County not served by the Holly Fire and Ambulance District.

WHEREAS, Lamar is willing and qualified to provide the Ambulance & EMS Services requested, with said services being provided through the Lamar Ambulance Service.

NOW, THEREFORE, in consideration of the terms and provisions hereinafter set forth, the Parties hereto agree as follows:

1. OPERATING AUTHORITY: Lamar shall retain the sole operating authority for its EMS enterprise.
2. QUALITY OF SERVICE: Calls for service shall be handled through the existing 9-1-1 Joint Dispatch Center on the same basis as those services are provided to residents and visitors to the City of Lamar without discrimination or delay. The said Ambulance & EMS Services shall be provided in accordance with the standards for such services as is required by the State of Colorado.
3. FEE FOR SERVICE: Lamar agrees to provide the requested services to the Prowers County areas that are not served by the Holly Fire and Ambulance District for a one-year period, beginning January 1, 2024 and ending on December 31, 2024, for a fee of one hundred forty-five thousand and no hundredths dollars (\$145,000.00). The fee shall be payable to Lamar in four (4) equal payments of thirty-six thousand two hundred fifty and no hundredths dollars (\$36,250.00). Each payment of \$36,250.00 shall be made by the 15th of January, April, July, and October, 2024. The fee is inclusive of all Ambulance/EMS services including Ambulance/EMS stand-bys requested by law enforcement.

4. TERM OF AGREEMENT: This Agreement shall be in full force and effect beginning January 1, 2024 and ending on December 31, 2024. The Parties shall agree either to renegotiate this Agreement in good faith no later than August 31, 2024 or either Party delivers written notice to the other the other Party on or before August 31, 2024 of that Party's intent not to renegotiate this Agreement.

5. NOTICE REQUIREMENTS: In the event that a Party objects to renegotiating this agreement, then that Party shall provide written notice to the other Party of the intent not to renegotiate this Agreement by August 31, 2024.

6. GOVERNMENTAL IMMUNITY: Notwithstanding any other provision of this Agreement to the contrary, no term or provision of this Agreement shall be construed or interpreted as a limitation to or waiver by the Parties of any applicable provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as now or hereafter amended, C.R.S. § 24-30-1501, et seq., as now or hereafter amended, and any other immunity statute. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Parties as provided by said laws.

7. APPROPRIATION: Any monetary obligation of the Parties is subject to appropriation as provided by law. The Parties understand and acknowledge that the Parties are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Parties' current fiscal period ending the succeeding December 31, 2024 and December 31 of each year thereafter. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Parties, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. AMENDMENTS: This Agreement may be amended, provided such amendment is in writing and is executed by both Parties.

9. ASSIGNMENT: This Agreement shall not be assignable by any Party without prior written consent of the other Party.

10. BINDING EFFECT: This document shall become a binding agreement at such time as the Parties sign and date the agreement. It shall be conclusively presumed that once fully-executed this Agreement constitutes the complete, exclusive and accurate integration of the agreement of the Parties.

11. INTERPRETING LAW: The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement.

12. COUNTERPARTS: This Agreement and any amendments thereafter may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instruments. For purposes of executing this Agreement, scanned signatures shall be as valid as original.

13. EFFECT OF INVALIDITY: In the event that any Party is prevented by a court of competent jurisdiction from performing any provision of this Agreement, the remainder shall not be affected thereby.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as of the date and year first above written.

CITY COUNCIL FOR THE CITY OF
LAMAR, COLORADO

ATTEST:

Kirk Crespín, Mayor

Linda Williams, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY, COLORADO:

Ron Cook, Chairman, Board of
County Commissioners

ATTEST:

Jana Coen, Clerk to the Board

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 10-10-2023

Submitter: BOCC

Submitted to the County Administration Office on: Verbal Poll 9-26-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Consider ratifying verbal poll approval of September 26, 2023 authorizing Ron Cook, Chairman, to execute the Joint Statement of Opposition of Lower Arkansas Valley Water Conservancy District and Prowers County.

Item Title/Recommended Board Action:

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 9-26-2023

Additional Approvals (if required):

DISTRICT COURT, WATER DIVISION 2, COLORADO Pueblo Judicial Building 501 North Elizabeth Street, Suite 116 Pueblo, CO 81003 Phone: 719-404-8700	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. IN PROWERS AND BENT COUNTIES.	
<i>Attorneys for Co-Opposer, Lower Arkansas Valley Water Conservancy District</i> Peter D. Nichols, #33167 Megan Christensen, #50344 BERG HILL GREENLEAF RUSCITTI LLP 1712 Pearl Street Boulder, Colorado 80302 Phone Number: (303) 402-1600 Fax Number: (303) 402-1601 E-Mail: pdn@bhgrlaw.com; megan.christensen@bhgrlaw.com <i>Attorney for Co-Opposer, Board of County Commissioners for Prowers County, Colorado</i> Rose Pugliese, #38973 Rose F. Pugliese, LLC 9235 N. Union Blvd, Ste. 150, #128 Colorado Springs, CO 80920 Phone Number: (970) 589-3755 E-mail: PuglieseLawFirm@gmail.com	
<p style="text-align: center;">JOINT STATEMENT OF OPPOSITION OF LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT AND PROWERS COUNTY</p>	

1. Name, mailing address, and telephone number of Co-Objectors:

Lower Arkansas Valley Water

Board of County Commissioners for

Conservancy District ("Lower Ark District")
Attn: Jack Goble, General Manager
801 Swink Avenue
Rocky Ford, Colorado 81067
719-254-5115

Prowers County, Colorado ("Prowers County")
301 South Main Street, Suite 215
Lamar, CO 81052
719-336-8025

Direct Pleadings to:

Attorneys for Lower Arkansas
Valley Water Conservancy District:
Peter D. Nichols
Megan Christensen
1712 Pearl Street
Boulder, Colorado 80302
303-402-1600

Attorney for Prowers County:
Rose F. Pugliese
Rose F. Pugliese, LLC
9235 N. Union Blvd, Ste. 150, #128
Colorado Springs, CO 80920
Phone Number: (970) 589-3755

2. State facts as to why the application should not be granted or why it should be granted only in part or on certain conditions:
- a. The Lower Ark District is the owner of interests in vested water rights and decreed conditional water rights in the Arkansas River and its tributaries, including direct flow and storage water rights and appropriative rights of substitution and exchange.
 - b. The Lower Ark District also operates a Rule 10 Compact Compliance Plan in the Arkansas River Basin.
 - c. The Lower Ark District's interest in water rights may be injured if the application is decreed without appropriate terms and conditions.
 - d. Tri-State's beneficial use of the subject water rights is dependent upon compliance with its 1041 Permit issued by Prowers County.
 - e. Any dry-up activities engaged in by Tri-State's Application have occurred without Tri-State's compliance with Prowers County's 1041 Regulations or the issuance of a 1041 Permit by Prowers County's 1041 Permit Authority, and Tri-State's failure to comply with Prowers County's 1041 Regulations demonstrates lack of reasonable diligence by Tri-State.
 - f. Applicant must be held to strict proof as to all legal and factual claims including but not limited to the following:

- i. The claims set forth in the application comply with the requirements of sections 37-92-305, C.R.S.;
 - ii. Applicant had continuing intention during the diligence period to perfect the original appropriation;
 - iii. The water rights that are the subject of this application have not been abandoned in whole or in part;
 - iv. Applicant has exercised reasonable diligence pursuant to law in developing the subject conditional rights, it can and will perfect the remaining conditional water rights within a reasonable period of time, and the remaining conditional water right claims have not become speculative;
 - v. Applicant has lawfully diverted and subsequently placed to beneficial use any amount claimed to be absolute; and
 - vi. Applicant will incorporate all relevant provisions established in earlier decrees granting the original water rights that are the subject of this application.
- g. Protective terms and conditions must be included in any decree granted for the Application to prevent injury to Objectors' water rights.
- h. Measurement, recording and accounting procedures must be set forth with specificity in any decree granted for the Application, pursuant to section 37-92-502(5)(a), C.R.S.
- i. The foregoing grounds of opposition to the Application are based upon the general statement of the case contained in the Application. The Objectors reserve the right to raise additional grounds of opposition as more specific facts become known.
- j. Co-Objectors, Lower Ark District and Prowers County respectfully request that this Statement of Opposition be considered to be continuing in nature and to apply to any amended application.

Respectfully submitted this _____ day of September 2023.

BERG HILL GREENLEAF RUSCITTI LLP

By: /s/ Megan Christensen

Peter D. Nichols, #33167

Megan Christensen, #50344

*Attorneys for Lower Arkansas Valley Water
Conservancy District*

PROWERS COUNTY

By: /s/ Rose F. Pugliese

Rose F. Pugliese, #38973

Attorney for Prowers County

VERIFICATION

I, Jack Goble, the General Manager of the Lower Arkansas Valley Water Conservancy District, declare under penalty of perjury under the law of Colorado that the foregoing Statement of Opposition is true and correct.

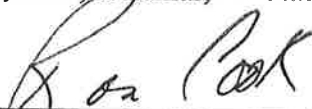
Executed on the ____ day of September, at _____, Colorado.

Jack Goble, P.E.

VERIFICATION

I, Ron Cook, the Chairman of the Board of County Commissioners for Prowers County Colorado, declare under penalty of perjury under the law of Colorado that the foregoing Statement of Opposition is true and correct.

Executed on the 26th day of September, 2023, at Lamar, Colorado.



Ron Cook, Chairman

CERTIFICATE OF SERVICE

I certify that on September ____, 2023, a true and correct copy of the foregoing **STATEMENT OF OPPOSITION OF LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT AND PROWERS COUNTY** was served electronically by Colorado E-filing or by Colorado Court E-filing via United States mail, postage prepaid, as set forth below:

/s/ Calli George
Calli George

In accordance with ULR 2(a) and C.R.C.P. 121 §1-26, this document has been electronically filed via Colorado Court E-Filing and a printable copy of this document is maintained by Berg Hill Greenleaf Ruscitti LLP and will be made available for inspection by other parties and the Court upon request.

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
OCTOBER 10, 2023**

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

9:00 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

9:30 a.m. Andy Wyatt - Prowers County Assessor
- Proposition HH Discussion

10:00 a.m. Gary Harbert, Veterans' Service Officer
- Veterans' Officer Update

10:15 a.m. BOCC
- Updates

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

10:45 a.m. PC Overflow Processing Center Program Manager
- OPC update

11:00 a.m. Paxton Hyde, Amber Stowell, Elizabeth Pilson, Jeremy Neustifter, Shannon McMillan, Colorado Department of Health and Environment
- Discussion on Burn Barrel Regulations and Letters to Prowers County Residents

11:30 a.m. Monica Mika, District Director Congressman Ken Buck CO-(04)
- Update

MEETING AGENDA

Invocation

Pledge of Allegiance

1:00 p.m.

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of September 26, 2023 Meeting Minutes

PUBLIC APPEARANCES

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

Paula Gonzales, Finance Director/Budget Director

- Present 2024 Preliminary Budget

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.

ACTION ITEMS:

1. Consider ratifying 10-2-2023 email poll approval for County Veteran Service Officer's Monthly Report and Certification of Pay – September 2023 and authorizing the use of Chairman Ron Cook's signature stamp.
2. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Mounted Thunder, event scheduled for September 21 – 22, 2024.
3. Consider ratifying 9-25-2023 email poll approval of Payroll, Payroll/AP, and JBBS, all presented in the amount of \$868,504.32 with a Certification date of 9-27-23.
4. Consider approval of appointing two Members to the Prowers County Lodging Tax Board, (1) position on the Board to fill a term to expire December 2024 and (1) position on the Board to fill a term to expire December 2025.
5. Consider approval of Memorandum of Agreement for Child Care Availability and Outreach of Care Duties for Prowers/Baca Counties between Children First Department of Pueblo Community College and Roots and Wings Early Childhood Council, effective August 1, 2023 to June 30, 2024 in the amount of \$24,000, and authorizing Roots and Wings Early Childhood Council Coordinator, Courtney Holt-Rogers, to execute the agreement.
6. Consider approval of Credit Card Authorization Request for Roxie Rankin, Public Health Department Supervisor, in the amount of \$3,000.00.
7. Consider approval of a Resolution Opting into Proposition 123.
8. Consider approval of a Resolution in Opposition to the Statewide Proposal, Proposition HH.
9. Consider terminating the Intergovernmental Agreement between the City of Lamar and Prowers County, Colorado regarding the Joint Planning Area dated February 23, 2004 in accordance with Section IV (D) of said Intergovernmental Agreement.
10. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Mounted Thunder, event scheduled for April 27 – 28, 2024.
11. Consider approval of letter to the Transportation Commission of Colorado opposing the proposed merger of the SE TPR and the SC TPR.
12. Consider approval of Amendment to Fairgrounds Facility Rental Agreement and Waiver of Fees for Southeast Colorado Can Chasers (SECCC) previously approved by Prowers BOCC on March 21, 2023. This amendment will change the rental date for SECCC's final event from October 8, 2023 to October 29, 2023.

13. Consider ratifying 10/4/2023 email poll approval of a letter to the US Department of Commerce in support of SCEDD's application for the Distressed Area Recompete Pilot Program grant.
14. Consider approval of 2024 – CDOT 5311 Admin and Operating proposed Award for Prowers Area Transit, award amount is \$214,374.00 with a local match of \$53,594.00 and authorizing Darren Glover, Director of Prowers Area Transit to execute the document electronically.
15. Consider approval of 2024 – CDOT 5399 Admin and Operating Award and Statement of Work and Conditions for Prowers Area Transit, Award amount is \$375,747.00 for two new buses and authorizing Darren Glover, Director of Prowers Area Transit to execute the document electronically.
16. Consider approval of executing an Agreement for providing Ambulance & Emergency Medical Services in Prowers County, Colorado in the amount of \$145,000 for a term commencing on January 1, 2024 and terminating on December 31, 2024 with the City of Lamar, Colorado.
17. Consider ratifying verbal poll approval of September 26, 2023 authorizing Ron Cook, Chairman, to execute the Joint Statement of Opposition of Lower Arkansas Valley Water Conservancy District and Prowers County.

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: 10-10-2023

Submitter: Gary Harbert, Veteran's Officer

Submitted to the County Administration Office on: email poll 10-3-2023

Return Originals to: 1 Original BOCC, 1 Original to Veteran's Office

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 10-2-2023 email poll approval for County Veteran Service Officer's Monthly Report and Certification of Pay - September 2023 and authorizing the use of Chairman Ron Cook's signature stamp.

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

State Fiscal Year 2023-2024

County:

Month:

In compliance with C.R.S. § 28-5-707 and in support of semiannual payment, we hereby certify that 168 hours have been worked by accredited veterans service officers and 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	108
Emails	92
Appointments	36
Outreach Events	2
Total Served	238

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 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: 10-10-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 9-22-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Mounted Thunder, event scheduled for September 21 - 22, 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>9/22/2023</u>	Date(s) of Events: <u>9/21/2024 + 9/22/2024</u>
Name of Organization: <u>Colorado Mounted Thunder</u>	Set Up Time: _____ am pm
Name & Address of Authorized Agent: <u>Reel Thurner</u> <u>28001 CR 3</u> <u>Lamar CO 81052</u>	Event Starts: _____ am pm
Phone: _____ Sales Tax ID: _____	Finish Time: _____ am pm
Type of Event: <u>Cowboy Mounted Shooting</u>	<div style="display: flex; justify-content: space-around;"><div style="border: 1px solid black; border-radius: 50%; padding: 5px; text-align: center;">Arena</div><div style="border: 1px solid black; border-radius: 50%; padding: 5px; text-align: center;">Home Ec</div></div> <div style="display: flex; justify-content: space-around; margin-top: 5px;">Vaqueros9/21/2024 only</div> <div style="display: flex; justify-content: space-around; margin-top: 5px;">CentennialPavilion</div>

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

Authorized Agent

Date 9/22/2023

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:

Maintenance & Facilities Director

Date 9-22-23

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: 9/22/2023

Organization: Colorado Hounded Thunder

Authorizing Agent Printed name: Azel Turner

Authorizing Agent Signature: Azel Turner

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: Azel Turner

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

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

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

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

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

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

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

REGISTERED RODEO EVENTS:

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

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

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

The event organizer is responsible for ensuring the following:

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

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

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

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

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

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

HOME EC. BUILDING CHECKLIST

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

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

KITCHEN CHECKLIST

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

VAQUEROS BUILDING CHECKLIST

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

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

KITCHEN CHECKLIST

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

**PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS**

On behalf of Colorado Mounted Thunder, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We ask that the greens fee be waived as in the past

We will pay for stalls + RV + Home Etc.

If lights are needed we will pay for them

9/21/2024 9/22/2024
Date(s) of Event

[Signature]
Authorized Agent

9/22/2023
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: 10-10-2023

Submitter: Paula Gonzales, County Finance Director

Submitted to the County Administration Office on: email poll 9-25-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 9-25-2023 email poll approval of Payroll, Payroll/AP, and JBBS, all presented in the amount of \$868,504.32 with a Certification date of 9-27-23.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$842,381.15 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **September 27, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ -	312,112.29	84,985.48
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ -	99,510.15	24,236.96
ROAD & BRIDGE FUND	\$ -	58,078.87	14,845.84
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	211.75	60.08
CRMC FUND	\$ -	112,036.73	34,584.87
OPC FUND	\$ -	78,263.18	23,454.95
Totals	\$ -	\$ 660,212.97	\$ 182,168.18

DATE: September 27, 2023

DATE: September 27, 2023

DATE: September 27, 2023

DATE: September 27, 2023

\$ 660,212.97
 BOCC CHAIRMAN
 COMMISSIONER
 COMMISSIONER
 CLERK TO THE BOARD

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	842,381.15
AP + Fringes	\$	182,168.18
Total Pd Certification - Payroll	\$	182,168.18
Total Payroll + Fringes	\$	842,381.15

Ending Check No.	70198
Beginning Check No.	70183

	1
Total Number of Checks:	16

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

September 27, 2023

70183-70198

	\$	26,130.73	
Payroll	\$	312,112.29	
Fringes	\$	84,985.48	
		Total	\$ 423,228.50

ARPA - 02

0018

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

ROAD & BRIDGE FUND - 02

0020

County HP Voucher

2023	\$	2,044.14	
Payroll	\$	58,078.87	
Fringes	\$	14,845.84	
		Total	\$ 74,968.85

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

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LODGING TAX - 09

0014

2023	\$	-	
Payroll	\$	211.75	
Fringes	\$	60.08	
		Total	\$ 271.83

PUBLIC HEALTH AGENCY - 11

0676

County Health Pool Credit

2023	\$	(683.90)	
Payroll	\$	99,510.15	
Fringes	\$	24,236.96	
		Total	\$ 123,063.21

CRMC

0016

2023	\$	-	
Payroll	\$	112,036.73	
Fringes	\$	34,584.87	
		Total	\$ 146,621.60

PC

0017

County Health Pool Credit

2023	\$	(1,367.80)	
Payroll	\$	78,263.18	
Fringes	\$	23,454.95	
		Total	\$ 100,350.33

Paula Gonzales, Finance Director

GRAND TOTAL \$ 868,504.32

Batch Invoices Entered by Vendor (APLT10)

Prowers County

Selection Criteria: Batch Number - '104.09.2023';

Invoice	Inv Date	Due Date	Description	Invoice Amt
Vendor: 1126	Barbara White		1512 South 8th St. Lamar, CO 81052	
Vendor User ID: WHITE	Vendor Org. ID: A			
September 2023	9/22/2023	9/27/2023	JBBS Grant Contractors- September 2023	\$7,716.00
GL Acct	GL Description		Distribution Description	Amount
00113454890	JBBS Grant Contractors		JBBS Grant Contractors- September 2023	\$7,716.00
Subtotal for Vendor 1126 :				\$7,716.00

Vendor: 896	Celia M. Salazar		808 Best Ave. La Junta, CO 81050	
Vendor User ID: SALAZ	Vendor Org. ID: A			
September 2023	9/22/2023	9/27/2023	JBBS Grant Contractors- September 2023	\$4,659.00
GL Acct	GL Description		Distribution Description	Amount
00113454890	JBBS Grant Contractors		JBBS Grant Contractors- September 2023	\$4,659.00
Subtotal for Vendor 896 :				\$4,659.00

Vendor: 192	County Health Pool		Dept #42079 PO Box 650823 Dallas, TX 75265-0823	
Vendor User ID: CHP1	Vendor Org. ID: A			
09222023	9/22/2023	9/27/2023	Premiums Paid in Aug for Sep Coverage- Mireya Mendoza &Shanice Davis/Premiums Paid in July for Aug Coverage- Tamela Williams	(\$321.27)
GL Acct	GL Description		Distribution Description	Amount

00100215400	Vision		Premiums Paid in Aug for Sep Coverage- Mireya Mendoza &Shanice Davis/Premiums Paid in July for Aug Coverage- Tamela Williams	(\$9.05)
00100215510	Health Insurance Premium		Premiums Paid in Aug for Sep Coverage- Mireya Mendoza &Shanice Davis/Premiums Paid in July for Aug Coverage- Tamela Williams	(\$194.00)

Batch Invoices Entered by Vendor (APLT10)

Selection Criteria: Batch Number - '104.09.2023',

Prowers County

Invoice	Inv Date	Due Date	Description	Invoice Amt
00100215510			Health Insurance Premium	
			Premiums Paid in Aug for Sep Coverage- Mireya Mendoza &Shanice Davis/Premiums Paid in July for Aug Coverage- Tamela Williams	(\$14.72)
00100215900			Dental Insurance	
			Premiums Paid in Aug for Sep Coverage- Mireya Mendoza &Shanice Davis/Premiums Paid in July for Aug Coverage- Tamela Williams	(\$103.50)
0922223	9/22/2023	9/27/2023	Premiums Paid in Aug for Sep Coverage- Mireya Mendoza & Shancie Davis/Premiums Paid in July for Aug Coverage-Tamela Williams	(\$2,051.70)
GL Acct	GL Description	Distribution Description		Amount
01117415400	Vision Insurance Premium	Premiums Paid in Aug for Sep Coverage- Mireya Mendoza & Shancie Davis/Premiums Paid in July for Aug Coverage-Tamela Williams		(\$5.70)
01117415500	Health Insurance Premium	Premiums Paid in Aug for Sep Coverage- Mireya Mendoza & Shancie Davis/Premiums Paid in July for Aug Coverage-Tamela Williams		(\$671.00)
01117415700	Group Life Insurance Premium	Premiums Paid in Aug for Sep Coverage- Mireya Mendoza & Shancie Davis/Premiums Paid in July for Aug Coverage-Tamela Williams		(\$7.20)
01447415400	Vision Insurance Premium	Premiums Paid in Aug for Sep Coverage- Mireya Mendoza & Shancie Davis/Premiums Paid in July for Aug Coverage-Tamela Williams		(\$11.40)
01447415500	Health Insurance Premium	Premiums Paid in Aug for Sep Coverage- Mireya Mendoza & Shancie Davis/Premiums Paid in July for Aug Coverage-Tamela Williams		(\$1,342.00)
01447415700	Group Life Insurance Premium	Premiums Paid in Aug for Sep Coverage- Mireya Mendoza & Shancie Davis/Premiums Paid in July for Aug Coverage-Tamela Williams		(\$14.40)

Batch Invoices Entered by Vendor (APLT10)

Prowers County

Selection Criteria: Batch Number - '104.09.2023',

Invoice	Inv Date	Due Date	Description	Invoice Amt
92223	9/22/2023	9/27/2023	2nd Quarter Benefits- Keith Davis	\$2,044.14
GL Acct	GL Description	Distribution Description	Amount	
00243415400	Vision Insurance Premium	2nd Quarter Benefits- Keith Davis	\$17.10	
00243415500	Health Insurance Premium	2nd Quarter Benefits- Keith Davis	\$2,013.00	
00243415700	Group Life Insurance Premium	2nd Quarter Benefits- Keith Davis	\$14.04	
Subtotal for Vendor 192 :				(\$328.83)

Vendor: 1142 Nancy Winsor 401 W. Olive Lamar, CO 81052

Vendor User ID: WINSORN Vendor Org. ID: A

September 2023	9/22/2023	9/27/2023	JBBS Grant Contractors- September 2023	\$7,993.00
GL Acct	GL Description	Distribution Description	Amount	
00113454890	JBBS Grant Contractors	JBBS Grant Contractors- September 2023	\$7,993.00	
Subtotal for Vendor 1142 :				\$7,993.00

Vendor: 844 Natasha Reifschneider 256 East 1st Street Hasty, CO 81044

Vendor User ID: REIF3 Vendor Org. ID: A

September 2023	9/22/2023	9/27/2023	JBBS Grant Contractors- September 2023	\$6,084.00
GL Acct	GL Description	Distribution Description	Amount	
00113454890	JBBS Grant Contractors	JBBS Grant Contractors- September 2023	\$6,084.00	
Subtotal for Vendor 844 :				\$6,084.00

Batch Invoices Entered by Vendor (APLT10)

Prowers County

Selection Criteria: Batch Number - '104.09.2023',

Invoice	Inv Date	Due Date	Description	Invoice Amt
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Grand Total : \$26,123.17

Fund	Fund Name	Fund Total
001	County General Fund	\$26,130.73
002	Road and Bridge Fund	\$2,044.14
011	Public Health Agency Fund	(\$683.90)
014	Overflow Processing Center	(\$1,367.80)
Total All Funds:		\$26,123.17

_____	Approved by	_____	Approved Date
_____	Approved by	_____	Approved Date
_____	Approved by	_____	Approved Date

AP Check Register (APLT43)

Prowers County

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 2 Account: 10225				
70183	9/27/2023	23	Aflac	\$2,604.71
70184	9/27/2023	1126	Barbara White	\$7,716.00
70185	9/27/2023	896	Celia M. Salazar	\$4,659.00
70186	9/27/2023	209	Colonial Life & Accident Ins Co.	\$780.59
70187	9/27/2023	119	Continental American Insurance Company	\$1,219.09
70188	9/27/2023	192	County Health Pool	\$112,930.87
70189	9/27/2023	393	Family Support Registry	\$1,743.08
70190	9/27/2023	392	Fidelity Security Life Insurance Co.	\$15.57
70191	9/27/2023	382	Frontier Bank	\$160,017.60
70192	9/27/2023	611	LegalShield	\$267.15
70193	9/27/2023	696	MASA Global Building	\$915.00
70194	9/27/2023	1142	Nancy Winsor	\$7,993.00
70195	9/27/2023	844	Natasha Reifschneider	\$6,084.00
70196	9/27/2023	707	Nationwide Retirement Solutions	\$170.00
70197	9/27/2023	796	Prowers Co Treasurer	\$929.00
70198	9/27/2023	1149	Washington National Insurance Company	\$39.50

Bank Account Totals: \$308,084.16

Total Of Checks: \$308,084.16

Calc Totals by Date by Fund

Org: A
Dept: (all)Check Dates: 9/1/2023 - 9/30/2023
Employee: (all)

Prowers County

Fund: 001 County General Fund

Incomes

Code	Description	Amount
10	Elected Official	\$48,090.76
11	Salary	\$53,404.25
12	Hourly Wage	\$140,616.55
13	Overtime	\$8,955.40
14	Extra Duty	\$2,860.00
16	Extra Duty Flat Rate	\$1,183.05
18	Adult Transport	\$189.00
19	Courthouse Security	\$6,720.00
21	Courthouse OT	\$1,715.63
25	JBBS	\$8,557.25
26	Juvenile Transport	\$94.50
27	Jail Nursing	\$437.50
29	Weekend Court Salary	\$6,984.00
31	School Resource	\$4,145.40
32	Sheriff Hourly Wage	\$28,159.00
Total Income:		\$312,112.29

Deductions

Code	Description	Amount
AFLAC	AFLAC After Tax	\$884.18
AFLCP	AFLAC Before Tax	\$1,720.53
CAICA	Critical After Tax	\$453.35
CAICP	Accident Pre-Tax	\$697.85
CAIHP	Hospital Indem.Pre-Tax	\$67.89
CHILD	Child Support	\$1,743.08
CLNLA	Colonial After Tax	\$466.83
CLNLP	Colonial Pre-Tax	\$313.76
COER1	Voluntary CCOERA/Deferre	\$250.00
COER2	Voluntary CCOERA/Deferre	\$380.00
COER3	Voluntary CCOERA/Roth 45	\$320.00
COER4	Voluntary CCOERA/Roth 45	\$160.54
DENTL	Dental Insurance	\$4,052.85
FED	Federal Withholding Tax	\$38,635.24
FICA	FICA Employee Portion	\$39,768.35
FSA	FSA Medical	\$929.00
HRBA	Health Insurance - Employee	\$8,274.00
HRBAP	Health Ins Employee Part Ti	\$577.06
LEGAL	Legal Aid	\$267.15
LIFED	Dependent Life	\$34.04
LOAN1	Retirement Loan	\$6,105.68
MASA	Medical Transport	\$915.00
MED	Medicare Employee Portion	\$9,300.63
NEXTP	Fidelity Security Supp.	\$15.57
PEBSC	Nationwide Retirement	\$170.00
RETIR	Retirement	\$32,410.79
STATE	State Income Tax	\$23,075.00
SUPPE	Supp Life Emp.	\$782.35
SUPPS	Supp Life Spouse	\$68.00
VISON	Vision EmpEE.	\$307.70
WASN	Washington Nat'l Insurance	\$39.50
Total Deductions:		\$173,185.92

Matches

Code	Description	Amount
FICA	Employer - Social Security T	\$18,793.62
HRBAP	Hlth Ins.- Employer for PT E	\$531.50
HRBAR	Health Insurance-Employer	\$44,425.35
LIFER	Life Insurance	\$502.21
MED	Employer - Medicare Tax	\$4,395.29
RETIR	Retirement ER	\$15,374.52
SUTA	State Unemployment Tax	\$528.07
VISER	Vision Insurance-Employer	\$434.92
Total Matches:		\$84,985.48

Wages of \$312,112.29 less Deductions of \$173,185.92 equals Net Pay of \$138,926.37.

Wages of \$312,112.29 plus Matches of \$84,985.48 equals Total Expense of \$397,097.77.

Calc Totals by Date by Fund

Org: A Check Dates: 9/1/2023 - 9/30/2023
 Dept: (all) Employee: (all)

Prowers County

Fund: 002 Road and Bridge Fund

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

Wages of \$58,078.87 less Deductions of \$173,185.92 equals Net Pay of (\$115,107.05).
 Wages of \$58,078.87 plus Matches of \$14,845.84 equals Total Expense of \$72,924.71.

Dept: (all)

Employee: (all)

Fund: 009		Lodging Tax Fund	
		Incomes	Matches
Code	Description	Amount	
16	Extra Duty Flat Rate	\$211.75	
Total Income:		\$211.75	
		Deductions	
Code	Description	Amount	
FICA	Employer - Social Security T	\$12.80	
HRBAR	Health Insurance-Employer	\$32.65	
LIFER	Life Insurance	\$0.35	
MED	Employer - Medicare Tax	\$2.99	
RETIR	Retirement ER	\$10.59	
SUTA	State Unemployment Tax	\$0.42	
VISER	Vision Insurance-Employer	\$0.28	
Total Matches:		\$60.08	

Wages of \$211.75 less Deductions of \$173,185.92 equals Net Pay of (\$172,974.17).

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

Calc Totals by Date by Fund

Org: A Check Dates: 9/1/2023 - 9/30/2023
 Dept.: (all) Employee: (all)

Prowers County

Fund: 011 Public Health Agency Fu

Incomes		Deductions		Matches	
Code	Description	Amount	Code	Description	Amount
11	Salary	\$58,864.38	FICA	Employer - Social Security T	\$5,857.75
12	Hourly Wage	\$37,850.61	HRBAP	Hlth Ins.- Employer for PT E	\$429.44
16	Extra Duty Flat Rate	\$2,795.16	HRBAR	Health Insurance-Employer	\$11,407.00
Total Income:		\$99,510.15	LIFER	Life Insurance	\$141.48
			MED	Employer - Medicare Tax	\$1,369.96
			RETIR	Retirement ER	\$4,718.31
			SUTA	State Unemployment Tax	\$199.02
			VISER	Vision Insurance-Employer	\$114.00
			Total Matches:		\$24,236.96

Wages of \$99,510.15 less Deductions of \$173,185.92 equals Net Pay of (\$73,675.77).
 Wages of \$99,510.15 plus Matches of \$24,236.96 equals Total Expense of \$123,747.11.

Fund: 013		Consolidated Return Mail		Dept: (all)		Employee: (all)	
Incomes				Deductions			
Code	Description	Amount		Code	Description	Amount	
11	Salary	\$5,250.00		FICA	Employer - Social Security T	\$6,843.58	
12	Hourly Wage	\$104,909.68		HRBAR	Health Insurance-Employer	\$19,886.00	
13	Overtime	\$1,877.05		LIFER	Life Insurance	\$263.78	
Total Income:		\$112,036.73		MED	Employer - Medicare Tax	\$1,600.52	
				RETIR	Retirement ER	\$5,569.10	
				SUTA	State Unemployment Tax	\$235.86	
				VISER	Vision Insurance-Employer	\$186.03	
				Total Matches:		\$34,584.87	

Wages of \$112,036.73 less Deductions of \$173,185.92 equals Net Pay of (\$61,149.19).

Wages of \$112,036.73 plus Matches of \$34,584.87 equals Total Expense of \$146,621.60.

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Wages of \$112,036.73 less Deductions of \$173,185.92 equals Net Pay of (\$61,149.19).
Wages of \$112,036.73 plus Matches of \$34,584.87 equals Total Expense of \$146,621.60.

Calc Totals by Date by Fund

Org: A

Check Dates: 9/1/2023 - 9/30/2023

Prowers County

Dept: (all)

Employee: (all)

Fund: 014 Overflow Processing Cen

Incomes

Code	Description	Amount
12	Hourly Wage	\$73,231.64
13	Overtime	\$2,031.54
16	Extra Duty Flat Rate	\$3,000.00
Total Income:		\$78,263.18

Deductions

Matches

Code	Description	Amount
FICA	Employer - Social Security T	\$4,933.64
HRBAR	Health Insurance-Employer	\$12,993.00
LIFER	Life Insurance	\$151.30
MED	Employer - Medicare Tax	\$1,145.10
RETIR	Retirement ER	\$3,920.74
SUTA	State Unemployment Tax	\$189.40
VISER	Vision Insurance-Employer	\$121.77
Total Matches:		\$23,454.95

Wages of \$78,263.18 less Deductions of \$173,185.92 equals Net Pay of (\$94,922.74).

Wages of \$78,263.18 plus Matches of \$23,454.95 equals Total Expense of \$101,718.13.

Wages of \$660,212.97 less Deductions of \$173,185.92 equals Net Pay of \$487,027.05.
Wages of \$660,212.97 plus Matches of \$182,168.18 equals Total Expense of \$842,381.15.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 10-10-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 9-26-2023

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 appointing two Members to the Prowers County Lodging Tax Board, (1) position on the Board to fill a term to expire December 2024 and (1) position on the Board to fill a term to expire December 2025.

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):