

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

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

8:00 a.m. Board of Human Services, Lanie Meyers-Mireles  
8:30 a.m. Board of Health, Meagan Hillman

**WORK SESSION**

9:00 a.m. Staffon Warn - Prowers County Rural Fire  
- Updates to BOCC

9:15 a.m. Pete Hernandez, OPC Interim Director  
- Updates on OPC

9:30 a.m. Darren Glover  
- Updates to the BOCC on PAT

10:00 a.m. Tori Hawks, SECCC Barrel Racers  
- Fairground Rental and Waiver of Fees

10:30 a.m. Brooke Matthew, CSU Extension SE Region Director and Prowers County  
Extension Agents – Amber Comer, 4-H Youth Development and Michaela  
Mattes, Agronomist  
- Colorado State University Extension update

11:00 a.m. Gene Sobczak, High Plains Community Health Center Interim CEO  
- Update

11:30 a.m. Karen Bryant, Prowers Medical Center CEO  
- Update

11:45 a.m. Michelle Hiigel, Land Use Director  
- Updates on Land Use Issues

3:30 p.m. Work Session – Judge Davidson, Tamara Nickelson, Finance Director  
- Court Security Grant

## MEETING AGENDA

Invocation

Pledge of Allegiance

1:00 p.m.

Call Meeting to Order

Roll Call

1:05 p.m.

Nikki McDowell, Executive Director Southeastern Developmental Services (SDS)

- SDS Awareness Day Proclamation

1:15 p.m.

Tamara Nickelson, County Finance Director

- Public Hearing Re: 2022 Supplemental Budget

1:30 p.m.

Mark Westhoff, County Administrator

- Updates

2:00 p.m.

Rose Pugliese, County Attorney

- Updates

### **CONSENT AGENDA ACTION ITEMS:**

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of February 21, 2023 BOA Meeting Minutes
4. Consider Approval of March 7, 2023 Meeting Minutes

Public Appearances

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

## **ACTION ITEMS:**

1. Consider approval of a Proclamation for Southeastern Developmental Services Awareness Day as May 11, 2023.
2. Consider Approval of 2022 Supplementary Budget for the following Funds; Outside Agency Fund increased by \$1,360,502.00 for the purpose of unanticipated expenses; Human Services Fund increased by \$4,310,000.00 for the purpose of unanticipated expenses, and Overflow Processing Center Fund increased by \$98,784.00 for the purpose of unanticipated expenses.
3. Consider ratifying 3-3-2023 Email Poll approval to submit a Grant Application to Electronic Recording Technology Board in the amount of \$77,244.00 for Support of the Prowers County Clerk's Electronic Filing System, from June 2023 ending year June 30, 2026, Authorizing Jana Coen, Prowers County Clerk to execute the document.
4. Consider approval of a County Credit Card Authorization Request for Marilyn Stuart, in the amount of \$1,500 for Prowers Area Transit Department.
5. Consider ratifying 3-13-2023 Verbal Poll approval for Payment of Bills and voided Checks, if any, presented in the amount of \$89,322.02 and DHS with WHC Bills presented in the amount of \$11,253.45, and H3C in the amount of \$117.34 for the certification date 3-15-23.
6. Consider approval of appointment of seven members to the Prowers County Sand and Sage Roundup for terms that expire February 2026.
7. Consider Approving Letter of Service and Agreement between Tobin & Associates LLC and Prowers County for Tobin to conduct two External Vulnerability Testing, Internal Vulnerability Studies, Social Engineering Studies and Cyber Exams in 2023 plus 12 months of External Penetration Testing effective January 1, 2023 to December 31, 2023, totaling \$15,000 plus travel expenses, and authorizing BOCC Chair to execute the document.
8. Consider Approving Contract for the Sale and Purchase of Real Estate for Prowers County to purchase Vacant Residential Land located at Granada Blk 16, Lots 21, 22, 23, 24 in Granada, Colorado, from Stella Esquibel for \$9,000 plus any reasonable fees associated with closing, with an estimated closing date of April 4, 2023, and authorizing BOCC Chair to execute the document.
9. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Southeast Colorado Can Chasers (SECCC), events scheduled for April 23 through the October 8, 2023.
10. Consider to approve of Subdivision Exemption Application by S Bar Ranches, Inc., in the N½ N ½ of Section 16, Township 22, Range 47 west, the 6th P.M. The request is to subdivide approximately 3 acres from existing property of 437 Acres. The Property is located in an A-1 Irrigated Agriculture Zoning District. This will be a First Subdivision. The application was approved by the Planning Commission on March 15, 2023

11. Consider to approve of Subdivision Exemption Application by Charles Leonard Rink, Milton Rink Personal Representative, in the SE ¼SE ½ of Section 21, Township 22, Range 44. The request is to move the existing boundary line between Tract 1 and Tract 2, to the south, to incorporate grain silos and other agricultural equipment into Tract 2. The property is located in an A-1 Irrigated Agriculture Zoning District. This will be an Amended First Subdivision. The application was approved by the Planning Commission on March 15, 2023.
12. Consider Approving Professional Surveying Services Proposal between Drexel, Barrell & Co and Prowers County for existing condition and design survey on County-owned property located at Saddle Club Drive and Highway 287 in Lamar, totaling \$8600, and authorizing BOCC Chair to execute the document.
13. Consider Approving Proposal for Geotechnical Investigation Service Agreement between CTL Thompson Inc and Prowers County for subsurface and geotechnical investigation on County-owned property located at Saddle Club Drive and Highway 287 in Lamar, totaling \$4800, and authorizing BOCC Chair to execute the document.
14. Consider ratifying 3-16-23 Email Poll approval of Payroll Payment for H3C in the amount of \$2,193.31 with the Payroll Certification date as March 9, 2023.

#### **PREVIOUSLY TABLED ACTION ITEMS:**

1. Consider Approval of a Resolution Amending Guidelines and Regulations for Areas and Activities of State Interest of Prowers County by Amending Certain Provisions and Adding New Provisions regarding Exemptions; Definitions; Adopting of Designations and Regulations; Financial Security; Wind Energy Facilities; Solar Energy Facilities and Correct Typographical Errors.

***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:** 3-21-23

**Submitter:** Nikki McDowell - Executive Director SDS

**Submitted to the County Administration Office on:** 3-2-23

**Return Originals to:** Nikki McDowell & Jana Coen

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of a Proclamation for Southeastern Developmental Services Awareness Day as May 11, 2023

**Justification or Background:** Annual approval

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

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_



## *Honorary Proclamation*

### *Southeastern Developmental Services Awareness Day*

- WHEREAS: Southeastern Developmental Services works with a broad coalition of individuals, family members, community groups, organizations and governmental entities to improve the quality of life of people with developmental disabilities.
- WHEREAS: Developmental disabilities affect more than six-million American children and adults and their families; and
- WHEREAS: The most effective way to overcome challenges associated with understanding people with developmental disabilities is through education to increase the understanding; and
- WHEREAS: We encourage all citizens to realize that individuals with developmental disabilities should be afforded opportunities to succeed in the community, including full access to housing, employment, and recreational activities; and
- WHEREAS: Opportunities for citizens with developmental disabilities to function as independently and productively as possible must be fostered in our community; and

**NOW THEREFORE, BE IT PROCLAIMED by the Prowers County Commissioners that the day of May 11<sup>th</sup>, 2023 shall be known as:**

**SOUTHEASTERN DEVELOPMENTAL SERVICES AWARENESS DAY**

**Signed this 21<sup>st</sup> of March 2023**

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Ron Cook, Commissioner

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Wendy Buxton-Andrade, Commissioner

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Tom Grasmick, Commissioner

ATTEST:

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Jana Coen, Clerk

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 3-21-23

**Submitter:** Tamara Nickelson, Finance Director

**Submitted to the County Administration Office on:** 3-1-23

**Return Originals to:** Tamara Nickelson & Jana Coen

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of 2022 Supplementary Budget for the following Funds:  
Outside Agency Fund increased by \$1,360,502.00 for the purpose of  
unanticipated expenses; Human Services Fund increased by \$4,310,000.00 for  
the purpose of unanticipated expenses, and Overflow Processing Center Fund  
increased by \$98,784.00 for the purpose of unanticipated expenses.

**Justification or Background:** Increases are due to a fund transfer and  
unanticipated expenses

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

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

RESOLUTION FOR SUPPLEMENTARY BUDGET

Resolution No. 2023 - \_\_\_\_\_

A Resolution appropriating additional sums of money to defray expenses in excess of amounts budgeted for Prowers County, Colorado.

WHEREAS, the receipt of unanticipated revenues and revenues not assured at the time of the adoption of the budget, other than property taxes, have been realized during the year, and

WHEREAS, money is available from various grants, fees and other sources as detailed on the attached pages.

NOW THEREFORE, be it resolved by the Board of Commissioners of Prowers County, CO:

Section 1.           A. That the 2022 Budget for the Outside Agency Fund is hereby increased for the purpose of unanticipated expenses.

The Outside Agency Fund expense is increased by a total of \$1,360,502.

Section 2.           A. That the 2022 Budget for the Human Services Fund is hereby increased for the purpose of unanticipated expenses.

The County Human Services Fund expense is increased by \$4,310,000.

Section 3.           A. That the 2022 Budget for the Overflow Processing Center Fund is hereby increased for the purpose of unanticipated expenses.

The Overflow Processing Center Fund expense is increased by \$98,784.

ADOPTED, this 21<sup>st</sup> day of March, 2023

ATTEST:

\_\_\_\_\_  
Ron Cook, Chairman

\_\_\_\_\_  
Wendy Buxton-Andrade, Vice-Chairman

\_\_\_\_\_  
Jana Coen, County Clerk

\_\_\_\_\_  
Thomas Grasmick, Commissioner



**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 3-21-23

**Submitter:** Jana Coen-Clerk & Recorder

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

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 3-3-2023 Email Poll approval to submit a Grant Application to Electronic Recording Technology Board in the amount of \$77,244.00 for Support of the Prowers County Clerk's Electronic Filing System, from June 2023 ending year June 30, 2026, Authorizing Jana Coen, Prowers County Clerk to execute the document.

**Justification or Background:**

If awarded, grant funds will cover annual fees for the Clerk's Office's recording system through June 30, 2026.

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

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:** 3-2-2023

**Additional Approvals (if required):**



ELECTRONIC  
RECORDING  
TECHNOLOGY  
BOARD

# Grant Application

Updated 9-24-21

### *Background*

In the state of Colorado, a one-dollar per document technology fee was implemented in the early 2000's to aid County offices across the state in funding technological advancements in recording. As a result, Colorado was the first multi-jurisdictional state in the nation to adopt e-Recording across the state.

In the spring of 2014, a working group made up of real estate, lending, legal professionals as well as counties conducted a statewide needs assessment and a request for information to evaluate the state of recording systems in Colorado.

In the spring of 2016, legislation was passed, and this board and a funding structure were created from Senate Bill 16-115.

### *Our Vision*

To create, support, and maintain a statewide land records environment that promotes accessibility and consistency for the public in an efficient and user-friendly manner.

### *Our Mission*

To develop, maintain, improve, replace, or preserve land records systems in our state.

### *Business Purpose*

The business purpose of the board is to develop and modernize electronic filing systems throughout the state as defined in 24-21-402 (2).

### *Our Core Goals (24-21-403 (1))*

- Assure the security, accuracy, and preservation of public records required to be maintained by a Clerk and Recorder.
- Maintain the privacy of personal identifying information, online public access to which is not necessary to the proper functioning of land title records or other public records required to be maintained by a clerk and recorder.
- Assure that the sequence in which documents are received by a clerk and recorder is accurately reflected to the greatest extent practicable.
- Provide for online public access to public documents while maintaining the privacy of personal identifying information when applicable.
- Assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records.

### *Our Objectives*

1. Develop a strategic plan that incorporates the core goals and establish the administration of the Electronic Recording Technology Fund and Board.
2. Determine functionality standards for an electronic filing system that supports the core goals.
3. Issue a Request for Proposal (RFP) for electronic filing system equipment and software that the counties may choose to acquire.
4. Develop best practices for an electronic filing system.
5. Provide training to Clerk and Recorders related to electronic filing systems.
6. Develop a grant program, prepare reports and promulgate any necessary rule-making.
7. Develop subcommittees and project timelines for implementation.

### *Board Members*

**Susan Corliss** Kit Carson County Clerk and Recorder

Representing County Clerk & Recorders

**Chris Beall Sr.** Program Director, CO Secretary of State

**George Stern** Jefferson County Clerk and Recorder

**Angela Myers** Larimer County Clerk and Recorder

**Charles Calvin** Calvin Law Firm

**Trish Gilbert** Saguache County Clerk and Recorder

**Lloyd Booth**, Mead Technology Group

**Robert Howe** Title Company of the Rockies

**Molly Fitzpatrick** Boulder County Clerk and Recorder

Representing Secretary of State

Representing County Clerk & Recorders

Representing County Clerk & Recorders

Representing Colorado Bar Association

Representing County Clerk & Recorders

Representing Mortgage Lending Industry

Representing Title Industry

Representing County Clerk & Recorders

*Who is eligible for grants?*

Any Colorado County Clerk and Recorder.

*What projects are available for grants?*

Any project that establishes, maintains, improves, or replaces a County Electronic Filing System, the electronic document management system that enables a county clerk and recorder to accept electronic recording of land records and to provide online access to recorded documents.

Eligible projects may include digitization and indexing of documents received for recording in the office of the county clerk, especially documents that affect rights in real property.

In addition, the ERTB may approve a grant application when a portion of the grant funds will be used to digitize public documents that are not related to real property but that are managed by the county's electronic filing system. See CRS § 24-21-404(2)(b)(II), as enacted by HB 21-1225. For further information, see the Board's Policy Governing Grants for Digitization and Indexing.

In addition to projects that establish, maintain, improve, or replace an Electronic Filing System, eligible projects may include improvements to the security of a county's general information technology systems, if the improvement is necessary to improve the security of the county's electronic filing system. (Added by HB 21-1225)

For the purpose of this grant application and as defined in 24-21-401:

- (1) "Board" means the Electronic Recording Technology Board created in Section 24-21-402 (1)
- (2) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- (3) "Electronic Filing System" means the document management system used by a Clerk and Recorder to comply with the statutory requirements set forth in part 4 of article 10 of title 30 C.R.S., for:
  - (a) Electronic documents received for recording or filing in the Clerk and Recorder's office; and
  - (b) Paper documents received for recording or filing in the Clerk and Recorder's office that are converted from paper, microfilm, or microfiche into an electronic format.
- (4) "Fund" means the Electronic Recording Technology Fund created in section 24-21-404 (1).

### *Deadline and Important Application Process Reminders*

Grants will be considered on a monthly basis. In order to be considered for a grant, please submit your completed application via the on-line application or downloadable PDF at [www.ertb.org](http://www.ertb.org) by the first business day of the month. PDF applications can be emailed to [ERTB.Grants@Coloradosos.gov](mailto:ERTB.Grants@Coloradosos.gov). Counties will be notified by a grant award letter within 60 days and will be asked to sign a grant agreement. Please direct any questions about the application to [ertbexecutivedirector@gmail.com](mailto:ertbexecutivedirector@gmail.com).

Quotes/bids that support the grant-funding amount being requested must be included. Similar detail regarding past expenditures must be provided if reimbursement is being requested.

In order to improve a county's application, the county is encouraged but is not required to submit "letters of support" for the grant. It is recommended that these letters come from various sources, including (but not limited to) county government officials, industry partners or customers, chambers of commerce, or business leaders, etc.

### *Conditions for Receiving Grants*

Before applying for any grant funds, please read the following conditions that will be included (but not limited to) as part of your grant agreement:

- Counties will cooperate with the Electronic Recording Technology Executive Director and Board and in their statutory reporting requirements.
- Any vendor contracts must include training on any equipment being purchased.
- Counties agree to participate in recording best practices, as defined in 24-21-403 (3) (d).
- If grant funds are not used in the first year, counties must submit to the Electronic Recording Technology Board a request for approval regarding how and when the funds will be spent. The Electronic Recording Technology Board will respond within 60 days. All funds must be expended by June 30, 2026.
- Counties will be required to provide proof of purchase by a signed contract or paid invoice for any new purchase along with a completed audit form to be provided. Audit forms must be completed within 30 days of receipt. These can be emailed to [ERTB.Grants@Coloradosos.gov](mailto:ERTB.Grants@Coloradosos.gov).
- Counties must be current and timely on their transmission of Recording Technology Fees to the Fund. Counties may submit comments to the Electronic Recording Technology Board for exceptions due to factors outside their control.
- The County agrees to maintain recordkeeping that provides a complete audit trail of funds received and expended, and the County agrees to cooperate and participate in any audits conducted under authority of the Electronic Recording Technology Board or the Colorado State Auditor. The County must maintain an accounting system and financial records that accurately account for the receipt and disbursement of Grant Funds. For this purpose, the county may use either general ledger fund accounting that tracks Grant Funds separately from other County funds, or use a tracking spreadsheet. All payments and expenditures must be tracked. Each expenditure must be classified by budget category, such as Personnel, Supplies and Operating, Travel, Equipment and Professional Services. All financial records must be supported by source documentation (such as invoices, time sheets, etc.).
- Counties may apply for reimbursement of funds that have already been expended if the expenditure establishes, maintains, improves or replaces a County Electronic Filing System as defined in 24-21-404 (2) and meets the core goals listed on Page 2. Additionally, the expenditure of funds must have taken place after the effective date of SB 16-115, June 10, 2016. Counties must provide proof of purchase.
- Counties may apply for funding to hire temporary staff for the completion of an eligible project. Counties must provide a closed quote and a statement of work.
- Counties may apply for funds more than one time.
- Any applications that are not completely filled out will be returned to the county and can be resubmitted once completed. All application questions should be answered, even if they do not pertain to the specific grant request. Part of the Board's function is to gather information about hardware and software used by counties.
- Counties should include any invoices or proposals if applicable.
- The Electronic Recording Technology Board reserves the right to partially fund a grant request.
- County tiers in the application refers to the classes listed in statute 30-1-101 and provided below:

**30-1-101. Classification of counties - fixing fees**

(1) For the purpose of fixing fees, chargeable and to be collected by county and other officers, and for no other purpose, the several counties of this state are divided into five classes, which classes shall be known as the first, second, third, fourth, and fifth, as follows:

(a) The city and county of Denver is a county of the first class;

(b) The counties of Adams, Arapahoe, Boulder, Douglas, El Paso, Jefferson, Pueblo, and Weld are counties of the second class;

(c) The counties of Delta, Garfield, Larimer, Las Animas, Logan, Mesa, Montezuma, Montrose, Morgan, and Otero are counties of the third class;

(d) The counties of Alamosa, Archuleta, Bent, city and county of Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Eagle, Elbert, Fremont, Gilpin, Gunnison, Huerfano, Kit Carson, Lake, La Plata, Lincoln, Ouray, Park, Phillips, Prowers, Rio Grande, Routt, Saguache, San Miguel, Sedgwick, Teller, Washington, and Yuma are counties of the fourth class;

(e) The counties of Baca, Custer, Dolores, Grand, Hinsdale, Jackson, Kiowa, Mineral, Moffat, Pitkin, Rio Blanco, San Juan, and Summit are counties of the fifth class.

## ELECTRONIC RECORDING TECHNOLOGY FUND GRANT APPLICATION CHECKLIST

☐ Complete the entire application regardless of whether it applies to a specific grant request. Incomplete applications will be returned to the county and can be resubmitted once completed.

☐ Include any bids, invoices or proposals that are applicable to the grant application. For digitization and indexing, make sure that bids include the number of pages and/or documents to be digitized and/or indexed.

☐ Do not include any requests that would include expenditures past June 30, 2026, since the grant program is scheduled to be statutorily repealed on September 1, 2026.

☐ Grants can only be awarded for goods or services that fall under the statutory definition of "electronic filing system" in 24-21-401.

<b>General Information</b>		
County Name - <b>Prowers County</b>		
County Clerk & Recorder Name <b>Prowers County</b>		
Phone <b>719-336-8011</b>	Email <b>jcoen@prowerscounty.net</b>	
Alternant contact <b>N/A</b>		
Phone <b>N/A</b>	Email <b>N/A</b>	
Mailing Address <b>301 S. Main St., Ste. 210</b>		
City <b>Lamar</b>	State <b>CO</b>	Zip <b>81052</b>
County Tier <b>Four (IV)</b>		
County budget cycle (calendar, fiscal) including dates <b>Calendar (January 1<sup>st</sup> - December 31<sup>st</sup>)</b>		
How many recordings do you do in a year? <b>2,400 - 2,700</b>		
How much do you collect of the \$1 Recording Technology Fee in an average year (over the last three years)? <b>We've collected \$7,131.00 Recording Technology (\$1 surcharge) over the last 3 years.</b>		
How much money is in your technology fund? <b>I currently have \$13,000.00 in our Clerk's Technology Fund.</b>		
<b>Recording Equipment Information</b>		
Is your county currently recording documents <input type="checkbox"/> Electronically <input type="checkbox"/> Manually <b>Yes, we are recording documents electronically</b>		
What is the age of your current software? <b>4 Years</b>		
What is the age of the equipment (hardware) for which you are applying? <b>N/A</b>		
What is the expected life of the software and hardware? <b>Expected life 5 years before an upgrade.</b>		
What is the condition of your current software? <b>Excellent</b>		
What is the condition of the equipment (hardware) for which you are applying? <b>N/A</b>		
Who is your current vendor? <b>Tyler Technologies</b>		
What product and version do you currently use? <b>2019.3.37 - Eagle Recorder</b>		

What is your current annual payment to your vendor and how is it calculated?

**The annual fee is \$25,748.00**

**SaaS yearly renewal for a three-year term (June 2023-2024, June 2024-2025, June 2025-2026) totaling \$77,244.00 ending year June 30, 2026.**

**TYLER TECHNOLOGIES ANNUAL PAYMENT SCHEDULE -**

Product	Year 1	Year 2	Year 3
	June 2023-June 2024	June 2024-June 2025	June 2025-June 2026
Annual Saas for Eagle Recorder includes: Maintenance, Support, and Hosting Fees	\$25,784.00	\$25,784.00	\$25,784.00
<b>Total Annual Fees</b>	<b>\$25,784.00</b>	<b>\$25,784.00</b>	<b>\$25,784.00</b>
<b>Total Grant Request</b>	<b>\$25,784.00</b>	<b>\$25,784.00</b>	<b>\$25,784.00</b>

How and what kind of hosting is done with any parts of your recording system?

**Recording System is on a hosted environment at Tyler Technologies Data Center which includes disaster recovery services, cyber security and 24/7/365 monitoring.**

What is the term of your contract (dates) with your current vendor?

**5-year Agreement - August 1, 2019 - July 31, 2023 with Tyler Technologies. We've been with Tyler Technologies since July 1, 1994 to present.**

What percentage of your documents have been digitized?

**21% have been digitized and are currently on the new website**

What percentage of your documents have been indexed?

**21% have been digitized and are currently on the new website**

What will the percentage be if this grant application is approved?

**100%**

What percentage of your land documents are accessible online?

**21%**

What will the percentage be if this grant application is approved?

**100%**

**Grant Information**

Why are you applying for grant funds?

**We want to be responsive to the citizen's needs and these grant funds would help us maintain our recording software and online web services that we currently have in place.**



Amount of grant request (no funding requests involving expenditures past June 30, 2026).  
\$ 77,244.00

What do you want to use the grant money for?

**To help support our current annual SaaS Fee for our real estate recording system with Tyler Technologies through June 30, 2026.**

Break out the expenses and include bids, invoices, or proposals with your request. What specific equipment and software do you want to purchase?

**Yearly expenses are listed above in the table chart for current/annual payment to vendor. I have also provided a copy of a 3-year quote from our recording vendor (Tyler Technologies).**

If you are requesting grant funding for digitization and indexing, please provide a general description of the documents to be digitized and/or indexed, the approximate date ranges, the total number of pages or documents, and an estimate of the percent of documents that are not related to interests in real property. If there are documents not listed in the Board's Policy Governing Grants for Digitization and Indexing, as examples of real property documents but the Clerk believes are related to interests in real property, please provide an explanation of why the documents are related to real property. Attach supporting bids if applicable. Bids should include the number of pages and/or documents to be digitized and/or indexed. For further information, see the Board's Policy Governing Grants for Digitization and Indexing.

N/A

If you are requesting grant funding to improve the security of your county's general information technology systems, please describe generally the security measures to be undertaken with grant funds and explain why/how the improvement is necessary to improve the security of your electronic filing system.

N/A

If the grant is for temporary staff, what specific project will the staff be working on? (Please attach a Statement of Work).

N/A

How do you plan to segregate grant funds from county funds?

**Prowers County General Fund has departments set up to track all funds and expenses and is also tracked within the Clerk & Recorder's Department Budget. A separate line item for tracking grant funds and any expenditure are associated.**

Will any monies from your technology fund be used for the purpose(s) contained in the grant request? If yes, how much?

**No, I will not.**

If no, explain the plans for the use of your technology fund.

**We are starting our back indexing project and if the project expenses go over the grant amount awarded for that project we will have to apply our technology fund monies towards those expenses or we will use those funds to help with any recording equipment upgrades in the future. I will also use our technology fund monies to help with our annual SaaS Fee, if and when the surcharge funds should happen to run out or sunsets in order to help sustain our current recording system.**

Will this be (or was this) a competitive bid process (RFP) or an upgrade to an existing system?

**This is to sustain the existing system that we currently have in place.**

Will this be (or was this) a competitive bid process (RFP) or an upgrade to an existing system?  
**This is to sustain the existing system that we currently have in place.**

Will the grant award increase your annual maintenance costs?  
**No, it will not.**

If so, do you have a long-term plan to budget for the increase?  
**N/A**

Describe how the funds will be used to achieve the stated business purpose and core goals.

A) To assure the security, accuracy and preservation of public records

**These funds will allow us to utilize our vendors backup server to preserve all our recording data and images from 1889 to present, which is included in the annual fees.**

B) To maintain the privacy of personal identifying information, online access.

**These funds will help us maintain confidential records within the recording system that the vendor provides, which is included in the annual fees.**

C) To assure that the sequence in which documents are received by a clerk are accurately reflected to the greatest extent practicable

**These funds will help us maintain the software to record documents in sequence with our in-office and online customers, which is included in our annual fees.**

D) To provide for online public access to public records

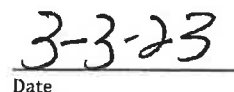
**These funds will help us continue the ability to offer online public access of our real estate recording records that are made searchable by an index format through our recording vendor, which is included in our annual fees.**

E) To assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records.

**These funds will help us maintain the ability to offer electronic filing services for recording and public access to those records via self-service website through our vendors software, which is included in our annual fees.**

With my signature below, I do hereby certify that I have read, understand, and support the above application for grant funds through the Electronic Recording Technology Board.

  
Signature of County Clerk & Recorder

  
Date



Quoted By: Erin Walker  
Quote Expiration: 6/1/23  
Quote Name: Prowers County - SaaS Renewal, 3 Year Term. 2024-2026

**Sales Quotation For:**  
Prowers County  
301 S Main St  
Lamar, CO 81052-2866  
Phone: +1 (719) 336-8011

**Tyler Software**

Description	# of Years	Annual Fee
Records Management		
Annual Fees		
Annual SaaS Fee		
TOTAL		3 \$ 25,748

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 25,748
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 0</b>	<b>\$ 25,748</b>
<b>Contract Total</b>	<b>\$ 25,748</b>	

#### **Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 3-21-23

**Submitter:** Darren Glover – Prowers Area Transit

**Submitted to the County Administration Office on:** 3-10-23

**Return Originals to:** Sheryl Reifschneider & Darren Glover

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider approval of a Credit Card Authorization for Marilyn Stuart in the amount of \$1,500 for the Prowers Area Transit Department.

**Justification or Background:** [Brief overview for the Commissioners]

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

County: \$\_\_\_\_\_ Federal: \$\_\_\_\_\_ State: \$\_\_\_\_\_ Other: \$\_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 3/21/23

**Submitter:** Sheryl Reifschneider, AP Director

**Submitted to the County Administration Office on:** 3/13/23

**Return Originals to:** Jana Coen, Sheryl Reifschneider, DHS

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider ratifying 3-13-2023 Verbal Poll approval for Payment of Bills and voided Checks, if any, presented in the amount of \$89,322.02 and DHS with WHC Bills presented in the amount of \$11,253.45, and H3C in the amount of \$117.34 for the certification date 3-15-23.

**Justification or Background:** [Brief overview for the Commissioners]

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

## 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: \$89,322.02 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **March 15, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ -	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -		
BOOKING FEES ACCOUNT	\$ -	-	
PUBLIC HEALTH AGENCY	\$ 58,882.71	-	-
ROAD & BRIDGE FUND	\$ 25,181.38	-	-
SALES & USE TAX FUND	\$ -		
CONSERVATION TRUST FUND	\$ 2,257.93		
CAPITAL FUND	\$ -		
OTHER AGENCIES FUND	\$ -		
LODGING TAX FUND	\$ 3,000.00	-	-
CRMC FUND	\$ -	-	
OPC FUND	\$ -	-	-
<b>Totals</b>	<b>\$ 89,322.02</b>	<b>\$ -</b>	<b>\$ -</b>

**Totals**

DATE: March 15, 2023

DATE: March 15, 2023

DATE: March 15, 2023

DATE: March 15, 2023

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay

AP + Fringes

Total Pd Certification - Payroll

Total Payroll + Fringes

\$ 89,322.02

\$ 89,322.02

\$ 89,322.02

\$ -

Ending Check No. 68738

Beginning Check No. 68682

1

Total Number of Checks:

57

STATE OF COLORADO }

} SS:

COUNTY OF PROWERS }

Frowers County Treasurer's Office



**PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES**  
**PAYROLL CERTIFICATION**  
 MONTH: MARCH 2023

PAYROLL TYPE DHS:	DATE	CHECK NUMBERS	AMOUNT
SALARY			
FRINGE			
OPERATING	03/15/23	66503-66523	8,434.93
CANCELLED			
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	03/15/23	8454-8456	2,818.52
COUNTY OF PROWERS)			
I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$11,253.45 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.			
March 15, 2023		GRAND TOTAL	\$ 11,253.45
3-13-23	<i>[Signature]</i> CHAIRMAN		
3-13-23	<i>[Signature]</i> COMMISSIONER		
3-13-23	<i>[Signature]</i> COMMISSIONER		
DATE			
DATE	3/10/23	<i>[Signature]</i> DIRECTOR	
BALANCE AS OF 3/10/23			\$1,197,475.88

HOTLINE COUNTY CONNECTION CENTER  
PAYROLL CERTIFICATION  
MONTH: MARCH 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE	03/15/23		
OPERATING		3712 & 3714	117.34

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY  
CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$117.34 ARE APPROVED TO BE PAID FROM THE  
HOTLINE COUNTY CONNECTION CENTER.

March 15, 2023 GRAND TOTAL \$ 117.34

3-13-23 *[Signature]* CHAIRMAN  
DATE 3-13-23 *[Signature]* COMMISSIONER  
DATE 3-13-23 *[Signature]* COMMISSIONER  
DATE 3-13-23 *[Signature]* COMMISSIONER

3/10/23 *[Signature]* DIRECTOR  
DATE

BALANCE AS OF 3/10/23 \$426,744.05

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 3-21-23

**Submitter:** Sheryl Reifschneider

**Submitted to the County Administration Office on:** 3-13-23

**Return Originals to:** Sheryl Reifschneider & Jana Coen

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider approval of appointment of seven members to the Prowers County Sand and Sage Roundup for terms that expire February 2026.

**Justification or Background:** [Brief overview for the Commissioners]

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 03/21/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 03/14/2023

**Return Originals to:** Jana Coen, Mark Westhoff

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider Approving Letter of Service and Agreement between Tobin & Associates LLC and Prowers County for Tobin to conduct two External Vulnerability Testing, Internal Vulnerability Studies, Social Engineering Studies and Cyber Exams in 2023 plus 12 months of External Penetration Testing effective January 1, 2023 to December 31, 2023, totaling \$15,000 plus travel expenses, and authorizing BOCC Chair to execute the document.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** 3/12/2023

**Additional Approvals (if required):**

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

**THANK YOU!**

12/31/22

Board of Commissioners  
Prowers County  
301 South Main Street  
Lamar, Colorado 81052

Dear Commissioners:

Tobin & Associates, LLC, (DBA) Tobin & Associates, LLC., is pleased to confirm our understanding of the services we are to provide for Prowers County Government (the "County") for the year ended December 31, 2023. We will examine the entire Cyber Policy Posture and Position plus the Cybersecurity Posture of the County as of 2023, and the related technology. This will include performing Monthly and On-Demand External Vulnerability Studies with a %100 scope, semiannual Internal Vulnerability Study with a %100 scope, Full Scope Social Engineering Assessments and thorough Policy Review based on the current internal risks which that County has already developed and are in place. All control testing is based on industry risk values and ratings yet will be combined so that risk categories are of the same language and weight. These are components to a full-scope Cyber exam which is one of the intricate components for the County and consists of the other services defined. Testing will be performed twice in Y2023.

#### ***Assessment Objective***

The objective of our Assessment is the expression of risk as to whether your technical assets are fairly presented, in all material respects, in accordance with consulting principles generally accepted in the United States of America under GAAP, Center for Internet Security, National Institute of Standards and Technology and The State of Colorado controls and Regulatory Guidance. Our assessment will be conducted in accordance with auditing standards generally accepted in the United States of America under "Consulting Standards" and will include tests of your technology, employees, physical security and other procedures we consider necessary to enable us to express a risk profile or satisfactory / unsatisfactory rating. We will issue a written report upon completion of our assessment of the County's technical posture. Our report will be addressed to the Committee Members of the County. We cannot provide assurance that an unmodified risk posture or rating will be expressed. Circumstances may arise in which it is necessary for us to modify our risk statements or add an emphasis-of-matter or other-matter paragraph. If our position is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the assessment or are unable to form or have not formed a risk profile, we may decline to express our issues or withdraw from this engagement.

#### ***Technical Assessment Procedures***

Our procedures will include tests of documentary evidence supporting the technical transactions recorded in the systems, correspondent banking relationships and access rights, management structure and tone and

the top, regulatory history, technical policy posture, business and disaster recovery controls and testing, service provider oversight, incident response, intrusion prevention and controls, backup procedures and testing, encryption requirements, succession planning for IT staffing, computer inheritance and change controls, employee and Board training requirements, general policy management, GLBA and Cyber (501) compliance, HIPAA and the State of Colorado (HB 18-1128) cyber requirements, topology accuracy and documentation, ACL's and review on assets not governed by Active Directory (Active Directory Review), Group Policy Objective oversight, environmental oversight, physical security controls, data retention and destruction controls and general guidance controls. We may also request written representations from your attorneys or vendors as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our assessment, we will require certain written representations from management concerning the Cyber posture of the County and related matters.

An assessment includes examining, on a test basis, evidence supporting the data integrity, authentication, authorization, confidentiality, integrity and availability therefore, our assessment will involve judgment about the number of systems, appliances, printers and other technical assets to be examined and the areas to be tested. A technical and cybersecurity assessment also includes evaluating the appropriateness of technical policies used and the reasonableness of significant risk and stability estimates made by management, as well as evaluating the overall presentation of the technical posture and Cyber position or compliance with State Guidance. We will plan and perform the assessment to obtain reasonable assurance about whether the technical controls are free of material misstatement, whether from errors, fraudulent configuration settings, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the financial institution or to acts by management or employees acting on behalf of the institution.

Because of the inherent limitations of an assessment, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all technology (offline assets or unreachable), there is a risk that material misstatements may exist and not be detected by us, even though the assessment is properly planned and performed in accordance with U.S. generally accepted auditing standards and the definitions of "consulting engagements". In addition, an assessment is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Cyber posture. However, we will inform the appropriate level of management of any material errors, fraudulent technical reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Our assessment will include obtaining an understanding of the institution and its environment, including internal technical control, enough to assess the risks of material misstatement of the technical posture and to design the nature, timing, and extent of further testing and technical procedures. An assessment is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the assessment, we will communicate to your and those charged with governance internal control related matters that are required to be communicated under professional standards. This may include inviting technical professionals employed by the County for further discussions.

We remain committed to maintaining the confidentiality and security of your information; however, we do not maintain information that is defined as sensitive, confidential or secret. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others, in the event of further actions required by the Regulatory Agency of State, which has the primary oversight of the

County. If we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work papers and all associated information that may be requested by the primary Regulatory Agency or State Agency. An appointment may be made by the third-party Regulatory Agency or State Agency to review work papers, findings, additional technical supporting documentation and other related material. There may be an exception for clients that have already requested work paper documentation remain at the County, under their express control.

### ***Technical Scope of Responsibilities and Approach***

We will perform several different types of testing as required by Regulators or Industry Best Practices which evolve at a greater pace. The Internal Vulnerability Study is performed from inside the County. The specialized software that is used is designed to define, test and risk-rate internal vulnerabilities, failure points, entry points, intrusion detection testing of design and controls and will include written instructions for how to remediate the issues discovered. The remediation procedures are the most advanced, written communication for IT Professionals to use in correction.

The External Vulnerability Study and Penetration Test is required annually. We believe that testing annually, as required by law for the County is not enough. Therefore, testing is performed monthly. The test uses software that will interrogate external assets, evaluating denial of service issues and outline weak links to the perimeter of the County. If monthly testing has findings, remediation must occur during a very short period of time, if the issue is critical. Hence, we offer On-Demand External Testing to ensure that the vulnerabilities or configuration changes occurred and have been corrected. Secondly, the test will determine if additional changes have shifted, creating new issues and vulnerabilities. The County has the option to have a follow-up test for that month, if requested.

Social Engineering testing is designed to test how employees will react to phishing email attacks. Testing tools will track the employee's actions from when the email was opened all the back to how they reacted to the email. Phone call spoofing may also be performed to test employees. Experience has indicated that employees are the weakest link to any organization. A non-modifiable report will be generated with findings and will be provided with the other reports at exit.

Management is encouraged to make modifications to this Engagement Letter. Based on Regulatory input over this past 12 months, the need for input may be required. We will evaluate all areas as stated in this engagement letter. All areas are equally ranked as high or critical risk and receive the same amount of testing, regardless of any internal risk models the County may have. However, if there are any additions to scope or modifications to risk weights; the County has all rights to modify this engagement letter and submit the changes to us for modifications to the scope.

### ***Deliverables***

Deliverables associated with this assessment will include the following. Monthly or on-demand external vulnerability reports with step-by-step remediation instructions. Internal vulnerability reports with step-by-step remediation instructions. The Cyber-Industry Analysis will include a summary of external vulnerabilities, internal vulnerabilities, social engineering findings and industry related findings as they pertain to local and or State laws and guidelines. Procedures are outlined in the reports that will be provided to the Board or Committee and expand upon the items listed in this engagement letter. The technical complexity of process, procedural testing and tools used plus findings are appendices to this agreement.

### ***Management Responsibilities***

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of consulting principles; and for the preparation and fair presentation of the cybersecurity and Cyber Report in conformity with U.S. generally accepted accounting principles and Federal or State Guidance. You are also responsible for making all technical records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Cybersecurity Assessment, (b) additional information that we may request for the purpose of the assessment, and (c) unrestricted access to persons within the institution from whom we determine it necessary to obtain assessment evidence.

Your responsibilities include adjusting the technical and written posture to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the technical, cybersecurity and cyber posture taken as a whole. In addition, the County is responsible for informing us if there has been a change in External IP addresses as testing is performed using the predefined and agreed-upon IP addresses provided to us, prior to monthly testing.

We will advise you about appropriate technical assessment principles and their application and may assist in the preparation of your final draft reports, but the responsibility for the assessment reports remains with you. You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the institution involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the technical reports that will be provided to the Regulators in your State. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the institution received in communications from employees, former employees, regulators, or others. In addition, you are also responsible for identifying and ensuring that the financial institution complies with all applicable laws and regulations or enforced guidance. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles under “consulting standards”. You agree to include our assessment reports on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include all the technical reports provided to the County with any presentation of the supplementary information that includes our report thereon. This will also include providing the exit outline we will provide, internal audit-tracking matrix and Management Responses to our collection of reports that constitute the Cyber Exam.

You agree to assume all management responsibilities for the external vulnerability and penetration testing, social engineering testing, website testing (if applicable), internal vulnerability identification and risk classification, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. This is generally the ISO, or Information Data/Security Officer.

With regard to the electronic dissemination of the reports left onsite when the work is completed, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. If the County provides our reports to a portal upload, vendor or other required provider, it is not our responsibility for that dissemination of data after final reports have



been delivered to the client upon exit of our team or representatives.

***Engagement Administration***

In accordance with federal and state regulations, we, as your consulting professionals, are required to make the following commitments:

- We will retain the assessment documentation for this engagement for a minimum of 3 years from the date of our report. The assessment documentation for this engagement is the property of Tobin & Associates, LLC., and constitutes confidential information as required by Section ET301 of the AICPA Code of Professional Conduct. However, we may be requested to make certain assessment documentation available to Federal and State Regulators pursuant to authority given to them by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Tobin & Associates, LLC., personnel at a location designated by our Firm. Furthermore, upon request, we may provide photocopies of selected audit documentation to the Regulators. The Regulators may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. Loss or misdirection of data is not our responsibility.
- We may be available to meet with the Commissioners or designated committee before the assessment reports are delivered with Management of the County or appropriate agency.

The information that we obtain in performing this technical assessment is confidential as required by Section ET301 of the AICPA Code of Professional Conduct. Therefore, your acceptance of this engagement letter will serve as your advance consent to our compliance with above commitments. By your signature below, you acknowledge and agree that upon the expiration of the 3-year period Tobin & Associates, LLC., shall be free to destroy our records related to this engagement. Due to the technical reports generated, retention is limited due to the ever-changing nature of technical environments. Essentially, the technical assessments are limited to time, as patching and system changes make reports less valuable as time passes.

It is expressly agreed between the County and Tobin & Associates, LLC., that all customer information obtained in the course of performing the professional services specified in this letter will be considered confidential information.

As part of the agreement to provide professional consulting services to the County, we agree to:

- Maintain physical, electronic, and procedural safeguards to protect customer information from unauthorized access to or use of such information.
- Continue performing work under Tobin, & Associates, LLC. Hartford and HISCOX Insurance and the current 2020 W-9 indicate this arrangement as noted in lines 1 and 2 of IRS Form W-9, October 2018.
- Not disclose or use customer information other than to carry out the terms of

the engagement for professional services, unless required by law or professional standards, or pursuant to the written instructions of the County. This includes, but is not limited to, not disclosing any Confidential Information to any of our employees, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the professional services provided to the County.

- Take action to address incidents of unauthorized access to customer information in its possession, including timely notification to the County. Due to the testing program, sensitive data is not maintained in our reports.

### ***Preparation of Technical Reports***

As part of our engagement, we will also prepare the reports for in-scope items for the County for the year ended 2023 and prepare all monthly or On-Demand External Vulnerability Reports based on information provided by you. We will perform the services in accordance with applicable professional standards, including the Statements on Standards as outlined by Industry Best Practices. The other services are limited to the items included in this Engagement Letter and Proposal Letter to you. If the County does not schedule the time required for aspects of the testing to be conducted, the County will be billed in full.

We will use our professional judgment in preparing your reports. Whenever we are aware that a potentially applicable Cyber control is unclear or that there are conflicting interpretations of the law by authorities (e.g., regulatory agencies and courts), we will explain the possible positions that may be taken on your technical reports. In accordance with our professional standards, we will follow whatever position you request on your cybersecurity position.

Your assessment reports may be selected for examination by Regulatory authorities. In the event of an examination or other Regulatory Agency, we are available to assist you. Any proposed adjustments by the examining agent are subject to certain rights of appeal, acceptance of risk or mitigation.

### ***Fees Cybersecurity Services***

The fixed fee will be \$12,000 for these services, and \$3,000 for one additional visit thereafter, for a total of \$15,000.00. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the website assessment (if applicable), wireless assessment and internal testing of the wireless access points and monthly external vulnerability testing with semiannual internal vulnerability testing and semiannual social engineering testing. This will also include the semiannual Cyber Exam which will contain a summary of all work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The fee for any additional services requested will be based upon our standard rates and subject to your specification of scope.

Invoices will be rendered as outlined below.

March 27 <sup>th</sup> , 2023 (1 of 2): External Vulnerability Testing, Internal Vulnerability Study, Social Engineering Study and Cyber Exam will be \$12,000. In addition, testing during the week of October 9 <sup>th</sup> , 2023 (2 of 2) for the second visit. \$15,000 total for 2 visits and 12 months of external penetration testing.
--

**Travel Expenses**

All travel expenses incurred under this agreement shall be approved in advance by the County and will also be billed to the County with the final invoice. Expenses will include the engagement of a cybersecurity professional, food, mileage, tolls, hoteling expenses and other associated expenses (if applicable). Costs will be itemized per County rules and regulations for each bill. Travel and other costs are not to be reported to the IRS as these are reimbursement costs, not income.

**Dispute Resolution**

- a. Negotiation. In the event of a dispute, the Parties agree to first work towards a resolution through good faith negotiation.
- b. Mediation. Either Party may initiate mediation in lieu of litigation, in the State of Colorado.
- c. Litigation and Choice of Law. If litigation is necessary, this Agreement will be interpreted based on the laws of the State of Colorado, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the County of Prowers, State of Colorado.
- d. Attorneys' Fees. The prevailing party may recover its attorneys' fees and other reasonable costs for a dispute resolved by mediation or litigation.

Tobin & Associates, LLC, (DBA) Tobin & Associates, LLC., has owners that are not licensed as certified public accountants as permitted under Section 5079 of the Colorado Business and Professions Code. We do anticipate non-licensee owners will perform any services for the County. Tyler Tobin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us. This letter will continue in effect until canceled by either party with thirty (30) days' notice.

Yours very truly,

**of Tobin & Associates, LLC**

*Tyler Tobin, Chief Hacker | Partner*



*December 31, 2022*

Response:

This letter correctly sets forth the understanding of the County.

Management's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 03/21/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 03/14/2023

**Return Originals to:** Jana Coen, Mark Westhoff

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider Approving Contract for the Sale and Purchase of Real Estate for Prowers County to purchase Vacant Residential Land located at Granada Blk 16, Lots 21, 22, 23, 24 in Granada, Colorado, from Stella Esquibel for \$9,000 plus reasonable fees, with an estimated closing date of April 4, 2023, and authorizing BOCC Chair to execute the document.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** 3/12/2023

**Additional Approvals (if required):**

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

**THANK YOU!**

**CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE**  
**NO BROKER - VACANT RESIDENTIAL LAND**

**FOR VALUABLE CONSIDERATION OF TEN DOLLARS** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Stella Esquibel**, having an address of P.O. Box 315, Granada, Colorado 81041 (Seller), and **Prowers County, Colorado**, a political body, acting by and through the Board of County Commissioners, having an address of 301 South Main Street, Lamar, Colorado 81052 (Buyer), do hereby covenant, contract and agree as follows, on **March 21, 2023** (Effective Date):

1. **AGREEMENT TO SALE AND PURCHASE (Contract):** Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows:

State: Colorado

County: Prowers

Granada Blk 16, Lots 21, 22, 23, 24

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

2. **SALES PRICE:** The parties agree to the following sales price:

Purchase Price                      \$9,000.00

Earnest Money                      \$ 900.00

**Due at Closing                      \$8,100.00**

3. **EARNEST MONEY:** Buyer will deposit \$900.00 as an Earnest Money deposit with **Guaranty Abstract**.

4. **UTILITIES:** The present condition of all utility access to the property is accepted by Buyer. Seller is not aware of the existence of wetlands, shoreland, or flood plain on or affecting the real property. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property.

5. **CLOSING:** The closing of the sale will occur **on or before April 4, 2023** (Closing Date). The Closing Date may also be extended by written agreement of the parties.

6. **TITLE REVIEW:** Buyer shall have the right to inspect the Title Documents. Buyer shall provide written notice of unmerchantability of title, unsatisfactory form or content of Title Commitment or any other unsatisfactory title condition shown by the title documents. If the title of the Property is unsatisfactory, in Buyer's sole and absolute discretion, Buyer shall, on or before **March 27, 2023**, notify Seller in writing that this Contract is terminated or deliver to Seller a written description of any unsatisfactory title issue which Buyer requires Seller to correct on or before **April 1, 2023**.

7. **TITLE AND CONVEYANCE:** Seller is to convey title to Buyer by Warranty Deed. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and prior mineral reservations, (d) special and other assessments on the property, if any. Seller represents that the property may be legally used as zoned and that no government agency has served any notice to Seller requiring repairs, alterations or corrections of any existing condition except as stated herein.

8. **APPRAISAL, SURVEY AND INSPECTION:** Any appraisal, survey, or other inspection of the property shall be the responsibility of Buyer. Buyer shall have the right to have inspections of the Property. If the physical condition of the Property is unsatisfactory, in Buyer's sole and absolute discretion, Buyer shall, on or before **March 27, 2023**, notify Seller in writing that this Contract is terminated or deliver to Seller a written description of any unsatisfactory physical condition which Buyer requires Seller to correct on or before **April 1, 2023**.

9. POSSESSION AND TITLE: Prior to the Closing Date, the Property shall remain in the possession of Seller.

10. CLOSING COSTS AND EXPENSES: The following closing costs shall be paid as provided:

Closing Costs	Buyer	Seller	N/A
Document Fees		<input checked="" type="checkbox"/>	
Recording Fees		<input checked="" type="checkbox"/>	
Closing Service Fee		<input checked="" type="checkbox"/>	
Transfer Taxes		<input checked="" type="checkbox"/>	
Survey or Inspections, if needed	<input checked="" type="checkbox"/>		

11. PROPERTY TAXES: General real estate taxes for the year of Closing shall be paid by the Seller **based on the most recent mill levy and most recent assess valuation.**

12. DEFAULT: If Buyer fails to comply with this Contract, Buyer will be in default, and Seller may terminate this Contract and receive the Earnest Money as liquidated damages, thereby releasing both parties from this Contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this Contract as the sole remedy and receive a refund of the Earnest Money. If Seller fails to comply with this Contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this Contract and receive the Earnest Money, thereby releasing both parties from this Contract.

13. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to the transaction described in this Contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

14. CLOSING INFORMATION AND DOCUMENTS: Buyer and Seller will furnish any additional information and documents required by the Title Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or reasonably required documents on or before Closing.

15. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this Contract is untrue on the Closing Date, this Contract may be terminated by Buyer and the Earnest Money will be refunded to Buyer. All representations contained in this Contract will survive closing.

16. AGREEMENT OF PARTIES: This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

17. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by e-mail as follows:

To Buyer at:  
Prowers County  
301 S. Main Street  
Lamar, CO 81052

To Seller at:  
Stella Esquibel  
PO Box 315  
Granada, CO 81041

18. ASSIGNMENT: This Contract may not be assigned by without the consent of the parties.

19. PRIOR AGREEMENTS: This Contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this Contract. The provisions of this Contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.
20. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.
21. RECORDING: This Contract shall not be recorded.
22. GOVERNING LAW: This Contract shall be governed by the laws of the State of Colorado. Any litigation pertaining to this Contract shall occur in the District Court of Prowers County, Colorado.
23. RECOMMENDATION OF LEGAL AND TAX COUNSEL: By signing this Contract, Buyer and Seller acknowledge that the parties have been advised that this document has important legal consequences and has recommended consultation with legal and tax counsel prior to signing this Contract. The parties have accepted this offer subject to the terms noted as a legal and binding contract.

Executed on the Effective Date herein above.

Prowers County, Colorado, a political body,  
by and through the Board of County Commissioners

By:

Ron Cook, Chairman (Buyer)

Stella Esquibel (Seller)



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 3/21/2023

**Submitter:** Sheryl Reifschneider

**Submitted to the County Administration Office on:** 3/15/2023

**Return Originals to:** Sheryl Reifschneider & Jana Coen

**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 Southeast Colorado Can Chasers (SECCC), events scheduled for April 23 through the October 8, 2023.

**Justification or Background:** [Brief overview for the Commissioners]

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

Authorized Agent

Date \_\_\_\_\_

Rental Approved:

Maintenance & Facilities Director

Date \_\_\_\_\_

Chairman

Prowers County Board of Commissioners

Date \_\_\_\_\_

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 \$ \_\_\_\_\_ 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: Titus Sharpe

Authorizing Agent Signature: [Signature]

**For Rodeo Events:**

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

# **PROWERS COUNTY FAIRGROUNDS**

## **FEE SCHEDULE**

<b>Facilities Requested</b>	<b>NFP Not For Profit</b>	<b>Resident Commercial For Profit</b>	<b>Non-Resident Commercial For Profit</b>	<b># of days/head of livestock</b>	<b>Total</b>
<b>Arena Rent Daily</b>	<b>\$150</b>	<b>\$300</b>	<b>\$970</b>		
<b>Pavilion Rent Daily</b>	<b>\$150</b>	<b>\$300</b>	<b>\$970</b>		
<b>Home Economics' Bldg. Rent Daily</b>	<b>\$150</b>	<b>\$150</b>	<b>\$350</b>		
<b>Use of Parking Lots Arena Lot /Grounds Daily</b>			<b>\$210</b>		
<b>Overnight Boarding (Arena Pens) Daily</b>	<b>\$5/Head</b>	<b>\$5/Head</b>	<b>\$10/head</b>		
<b>* Pavilion Boarding Rodeo Events Minimum Fee Daily</b>	<b>\$10</b>	<b>\$30</b>	<b>\$40</b>		
<b>R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only Daily</b>	<b>\$20</b>	<b>\$20</b>	<b>\$30</b>		
<b>Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY Daily</b>	<b>\$10</b>	<b>\$10</b>	<b>\$20</b>		
<b>Elmer's Garden Daily</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>Cleaning/Damage Deposit (Due 10 days prior to use)</b>	<b>\$125</b>	<b>\$200</b>	<b>\$200</b>		
<b>TOTAL (DUE 10 DAYS PRIOR TO USE)</b>					<b>\$</b>

\* 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 (barnet 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 @ the local restaurants, grocery stores and gas stations stimulating our local economy!

Apr-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 2<sup>nd</sup> 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 23<sup>rd</sup>- Lamar**

**May 7<sup>th</sup> - Lamar**

**August 13<sup>th</sup>- Las**

**Animas**

**Sept 17<sup>th</sup>- Las**

**Animas**

**Oct 1<sup>st</sup> - Las**

**Animas**

**Oct 8<sup>th</sup> Lamar- Home Ec**

**BANQUET AND  
AWARDS**

**TUES** 5:45  
**RACES**

**May 30<sup>th</sup> - Las**

**Animas**

**June 6<sup>th</sup>- Lamar**

**June 13<sup>th</sup>- Las**

**Animas**

**June 20<sup>th</sup>- Lamar**

**June 27<sup>th</sup> - Las**

**Animas**

**July 11<sup>th</sup> - Lamar**

**July 25<sup>th</sup> - Las**

**Animas Fair**

**August 1<sup>st</sup>-**

**Springfield Fair ?**

**August 8<sup>th</sup>- Lamar**

**Fair?**

**Sept 6<sup>th</sup>- Earls Fair?**

**Sept 19<sup>th</sup> - Holly**

**Fair?**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: 03/21/2023**

**Submitter: Michelle Hiigel, Land Use**

**Submitted to the County Administration Office on: 03/15/2023**

**Return Originals to: Michelle Hiigel, Land Use**

**Number of originals to return to Submitter: 1**

**Contract Due Date: N/A**

**Item Title/Recommended Board Action:** Consider to approve of Subdivision Exemption Application by S Bar Ranches, Inc., in the N½ N ½ of Section 16, Township 22, Range 47 west, the 6th P.M. The request is to subdivide approximately 3 acres from existing property of 437 Acres. The Property is located in an A-1 Irrigated Agriculture Zoning District. This will be a First Subdivision. The application was approved by the Planning Commission on March 15, 2023.

**Justification or Background:** S Bar Ranches, Inc., wants to subdivide approximately 3 acres, which includes a homestead, from the mother parcel. Easements will be given for access to the home and to the water tap by S Bar Ranches, Inc. Remainder of acreage will be farmed by S Bar Ranches, Inc.

**Fiscal Impact:** This item is budgeted in the following account code: 01-36-364100

County: \$100.00 application fee Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other:  
\$ \_\_\_\_\_

**Approved by the County Attorney on:**

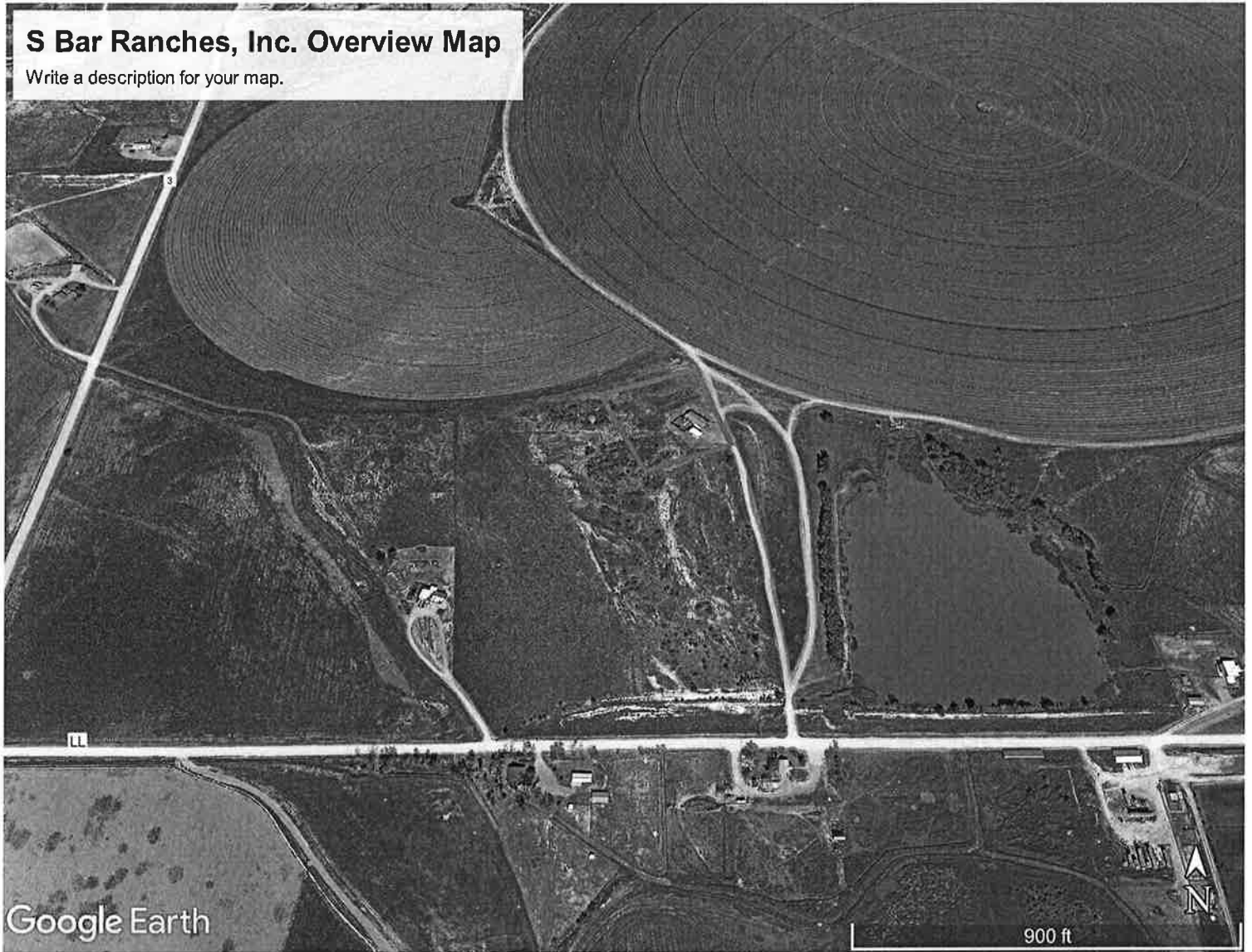
**Additional Approvals (if required):**

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

**THANK YOU!**

## S Bar Ranches, Inc. Overview Map

Write a description for your map.





Subdivision  
Exemption No.

## SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

THE SUBMITTED APPLICATION PACKAGE REQUIRES SPECIFIC REPORTS/INFORMATION WHICH MAY NOT BE ADEQUATE AS DETERMINED THROUGH THE REVIEW PROCESS. ADDITIONAL INFORMATION MAY BE REQUIRED. ALSO, THE ACCEPTANCE OF THE APPLICATION PACKAGE DOES NOT MEAN THE SPECIFIC INFORMATION HAS BEEN APPROVED AND IN FINAL FORM. REVISIONS TO THE INFORMATION AND/OR REPORTS MAY BE REQUIRED. REQUESTS FOR WAIVERS OF ANY OF THESE REQUIREMENTS MUST BE ACCOMPANIED BY A LETTER OF JUSTIFICATION. THE PROWERS COUNTY PLANNING COMMISSIONERS WILL HEAR THE WAIVER REQUEST CONCURRENTLY WITH THE APPLICATION. DENIAL OF THE WAIVER REQUEST SHALL RENDER THIS APPLICATION INCOMPLETE AND RESULT IN THE REQUIREMENT FOR A NEW SUBMITTAL, ACCEPTANCE DATE AND REVIEW PERIOD. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THESE CONDITIONS.

Date:

2/22/23



Applicant's / Representative's Signature

If other than owner's signature, a letter of consent authorizing the applicant/representative to act in the owner's behalf must be included.

Property Owner:

S Bar Ranches, Inc.

Address:

PO Box 1156 Lamar, CO 81052

Telephone Number:

719-336-9006 Email: monicasutphin@yahoo.com

Applicant's Representative:

Monica Sutphin

Address:

PO Box 1156 Lamar, CO 81052

Telephone Numbers:

719-940-6969 Email: same

Surveyor or Engineer:

Brundage

Telephone:

719-383-4627

Location of Subdivision:

Subdivision (1<sup>st</sup>, 2<sup>nd</sup>, etc.)

1<sup>st</sup>

Quarter

E 1/2 SW 1/4

Section

16

Township

22

Range

47

or

Lot

Block

Subdivision

Attach Copy of Deed

Tax parcel number of property (County Assessor's Records)

800071409

Current land classification as per Assessor's Records

Agriculture

If irrigated, will water shares be allocated to the subdivided parcel?

Yes

X

No

Is there a Deed of Conservation Easement attached to this property?

Yes

X

No

If YES, attach copy

Proposed Use of Land House

Proposed Water Source May Valley Water

Proposed Means of Sewage Disposal North Lamon Sanitation

Proposed Road Access yes

Proposed Lot Size 3 Acres

- 
- 
- The Prowers County Planning Commission recommends approval of this request for subdivision exemption.

Prowers County Planning Commission, Chair

[Signature]

Dated this 15 day of March, 2023

- The Prowers County Board of County Commissioners grants approval of this request for subdivision exemption.

Prowers County Board of County Commissioners, Chair

\_\_\_\_\_

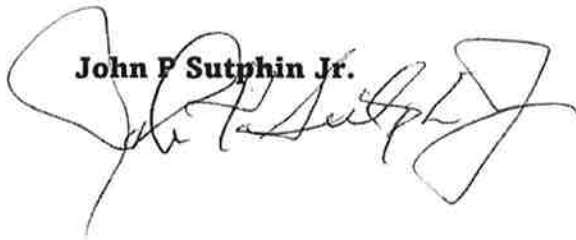
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

# **S Bar Ranches, Inc.**

**PO Box 1156  
Lamar, CO 81052  
719-336-9006**

**This letter will give notice that S Bar Ranches, Inc. authorize Monica Sutphin to act on owners behalf for the subdivision with the Land Use Board in Prowers County.**

**John F Sutphin Jr.**

A handwritten signature in black ink, appearing to read "John F. Sutphin Jr.", written over the printed name.

E-FILED

QUITCLAIM DEED

THIS DEED is dated December 19<sup>th</sup>, 20 22, and is made between J-S FARMS, INC.

(whether one, or more than one), the "Grantor," of the \*  
County of PROWERS and State of COLORADO  
and  
S BAR RANCHES, INC.

(whether one, or more than one), the "Grantee," whose legal address is  
P.O. BOX 1156  
LAMAR, COLORADO 81052  
of the County of PROWERS and State of COLORADO

WITNESS, that the Grantor, for and in consideration of the sum of OTHER GOOD AND VALUABLE  
CONSIDERATION DOLLARS, (\$ 10.00 ),  
the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the  
Grantee and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in  
and to the real property, together with any improvements thereon, located in the County of  
PROWERS and State of Colorado, described as follows:

EXHIBIT "A" ATTACHED

also known by street address as:

and assessor's schedule or parcel number:

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging,  
or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law  
or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

Monica Suthpin Sec.  
J-S FARMS, INC.  
BY MONICA SUTHPIN, SECRETARY

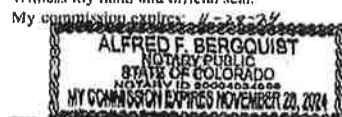
STATE OF COLORADO

County of PROWERS

} ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of DECEMBER, 20 22  
by MONICA SUTHPIN, SECRETARY OF J-S FARMS, INC.

Witness my hand and official seal.



Alfred F. Bergquist  
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

COPY

NN and the point of beginning; thence continuing S 00°00'00" W a distance of 250.00 feet to a Number Four Rebar with an Aluminum Cap; thence S 9°51'39" E a distance of 600.00 feet to a Number Four Rebar with an Aluminum Cap; thence N 00°00'00" E a distance of 250.00 feet to a Number Four Rebar with an Aluminum Cap; thence N 59°51'39" W along and parallel to the South Rights-of-way line of County Road NN a distance of 600.00 feet to a Number Four Rebar with an Aluminum Cap and the point of beginning, County of Prowers, State of Colorado.

Section 20: NE1/4SW1/4, W1/2SE1/4 and SE1/4SE1/4 TOGETHER with a Thirty Foot (30') Easement along the East boundary of the W1/2W1/2 of Section 20, Township 22 South, Range 45 West for access and future installation of water line.

All in County of Prowers, State of Colorado.

Township 21 South, Range 46 West of the 6th P.M.

Section 1: Lot 1, and E1/2 of Lot 6

All in County of Prowers, State of Colorado.

Township 22 South, Range 46 West of the 6th P.M.

Section 1: Lots 1 and 2 and S1/2NE1/4 (NE1/4)

All in County of Prowers, State of Colorado.

Township 23 South, Range 46 West of the 6th P.M.

Section 5: Tract 1 of First Amendment of Amended Second Subdivision NW1/4NW1/4  
County of Prowers, State of Colorado.

Township 22 South, Range 47 West of the 6th P.M.

Section 14: N1/2SW1/4, EXCEPT the Second Subdivision of the SW1/4; S1/2NW1/4; and that part of the N1/2NW1/4 that lies to the West of the Pleasant Valley Drainage District Ditch, County of Prowers, State of Colorado.

Section 16: The First Subdivision of the South One-Half of the Southeast Quarter (S1/2SE1/4) of Section 16, Township 22 South, Range 47 West of the Sixth Principal Meridian, County of Prowers, State of Colorado, EXCEPT the 1st Subdivision of the SW1/4SE1/4 of Section 16.

Tract A:

A tract of land lying in Prowers County, Colorado in Section 16, Township 22 South, Range 47 West of the 6th P.M. and being more particularly described as follows:

Beginning at the Northeast corner of said Sec. 16 as monumented by a 3/4" rebar and 2-1/2" aluminum cap marked "BRUNDAGE, PLS 30087" and considering the East line of said Sec. 16 (as monumented by a 3/4" rebar and 3 1/4" aluminum cap marked PLS 10093 at its South end), bearing S.0°07'25"E. (G.P.S.) with all other bearings contained herein being relative thereto; thence S.0°07'25"E., 5307.42 feet to the Southeast corner of said Sec. 16; thence S.89°53'39"W., 2657.99 feet to the Southwest corner of the SE1/4 of said Sec. 16; thence continuing along the South line of said Sec. 16, S.89°53'39"W., 355.56 feet; thence N.3°44'19"E., 1232.24 feet; thence N.69°30'10"W., 205.51 feet; thence N.42°08'53"W., 310.91 feet; thence S.62°25'12"W., 456.35 feet; thence S.82°18'06"W., 237.61 feet to a point on the East line of the SW1/4SW1/4 of said Sec. 16; thence N.0°07'10"E., 36.74 feet to the Northeast corner of said SW1/4SW1/4; thence S.89°54'12"W., 1327.12 feet to the Northwest corner of said SW1/4SW1/4; thence N.0°12'01"E, along the West line of said Sec. 16, a distance of 2062.42 feet; thence N.84°40'05"E., 469.04 feet; thence N.69°58'59"E., 354.36 feet; thence N.89°54'01"E., 489.51 feet; thence along a curve to the right whose radius is 2033.95 feet, an arc length of 2188.26 feet to the Southwest corner of the Amended First Subdivision of the N1/2N1/2 of said Sec. 16; thence along a curve to the right whose radius is 2038.69 feet, an arc length of 1937.72 feet to the Southeast corner of said Amended Subdivision; thence N.1°25'22"E., 609.02 feet to the Northeast corner of said Amended Subdivision; thence S.89°48'40"W., 1899.70 feet to the Northwest corner of said Amended Subdivision; thence N.0°04'08"W., 35.39 feet to a point on the North line of said Sec. 16; thence N.89°55'52"E., 2622.22 feet to the point of beginning, EXCEPT the First Subdivision of the SW1/4SE1/4 of said Sec. 16 as found at Reception No. 477809 containing 2.86 acres. ALSO EXCEPTING

a tract of land as described in Warranty Deed dated December 2, 1993 at Reception No. 463334 containing 37.05 acres. ALSO EXCEPTING a tract of land as described in Warranty Deed recorded September 3, 1998 at Reception No. 481666. Subject to the North, South, East and West 30.00 feet of said tract for county road right-of-way purposes.

**Tract B:**

A tract of land lying in Prowers County, Colorado in the E1/2SW1/4 of Section 16, Township 22 South, Range 47 West of the 6<sup>th</sup> P.M. and being more particularly described as follows: Beginning at the Southwest corner of said E1/2SW1/4 as monumented by a 3/4" rebar and 2-1/2" aluminum cap marked BRUNDAGE, PLS 30087" and considering the South line of said E1/2SW1/4, (as monumented by a similar rebar and cap at its East end), bearing S.89°53'39"W. (G.P.S.) with all other bearings contained herein being relative thereto; thence N.0°07'10"E., along the West line of said E1/2SW1/4, a distance of 1290.76 feet; thence N.82°18'06"E., 237.61 feet; thence N.62°25'12"E., 456.35 feet; thence S.42°08'53"E., 310.91 feet; thence S.69°30'10"E., 205.51 feet; thence S.3°44'19"W., 1232.24 feet to a point on the South line of said E1/2SW1/4; thence S.89°53'39"W., 963.44 feet to the point of beginning. Subject to the South 30.00 feet of said tract for County Road "LL" right-of-way purposes.

**Tract C:**

A tract of land lying in Prowers County, Colorado in the NE1/4 of Section 21, Township 22 South, Range 47 West of the 6<sup>th</sup> P.M. and being more particularly described as follows: Beginning at the Northeast corner of said NE1/4 as monumented by a 3/4" rebar and 3-1/4" aluminum cap marked PLS 10093 and considering the East line of said NE1/4, (as monumented by a 3/4" rebar and 2-1/2" aluminum cap marked "BRUNDAGE, PLS 30087" at its South end), bearing S.0°03'57"W. (G.P.S.) with all other bearing contained herein being relative thereto; thence S.0°03'57"W., 2643.80 feet to the Southeast corner of said NE1/4; thence S.89°47'15"W., along the South line of said NE1/4, a distance of 1483.59 feet to the centerline of the W.E. Martin Seepage Ditch; thence along said ditch centerline through the following ten courses; thence N.11°23'28"E., 256.16 feet; thence along a curve to the left whose radius is 185.30 feet, an arc length of 205.85 feet; thence N.52°15'30"W., 75.22 feet; thence along a curve to the right whose radius is 61.51 feet, an arc length of 35.02 feet; thence N.19°38'00"W., 93.91 feet; thence along a curve to the left whose radius is 214.69 feet, an arc length of 111.03 feet; thence N.49°33'25"W., 158.02 feet; thence along a curve to the right whose radius is 101.84 feet, an arc length of 42.38 feet; thence N.25°42'55"W., 353.84 feet; thence N.20°37'07"W., 224.86 feet to the Southwesterly corner of the Amended First Subdivision of the NW1/4NE1/4 of said Sec. 21; thence leaving said ditch centerline N.79°47'58"E., 125.99 feet; thence N.10°33'36"E., 322.26 feet; thence N.29°49'35"E., 349.00 feet; thence N.54°34'43"E., 471.74 feet; thence N.0°16'45"W., 410.94 feet to the Northeasterly corner of said Amended First Subdivision at a point on the North line of said NE1/4; thence N.89°53'39"E., along said North line, a distance of 761.95 feet to the Northwest corner of a tract of land as found in Book 485, Page 143; thence S.0°06'21"E., 400.00 feet to the Southwest corner of said Book 485, Page 143; thence N.89°53'39"E., 200.00 feet to the Southeast corner of said Book 485, Page 143; thence N.0°06'21"W., 400.00 feet to the Northeast corner of said Book 485, Page 143 at a point on the North line of said NE1/4; thence N.89°53'39"E., 400.00 feet to the point of beginning. County of Prowers, State of Colorado.

**Tract 1:**

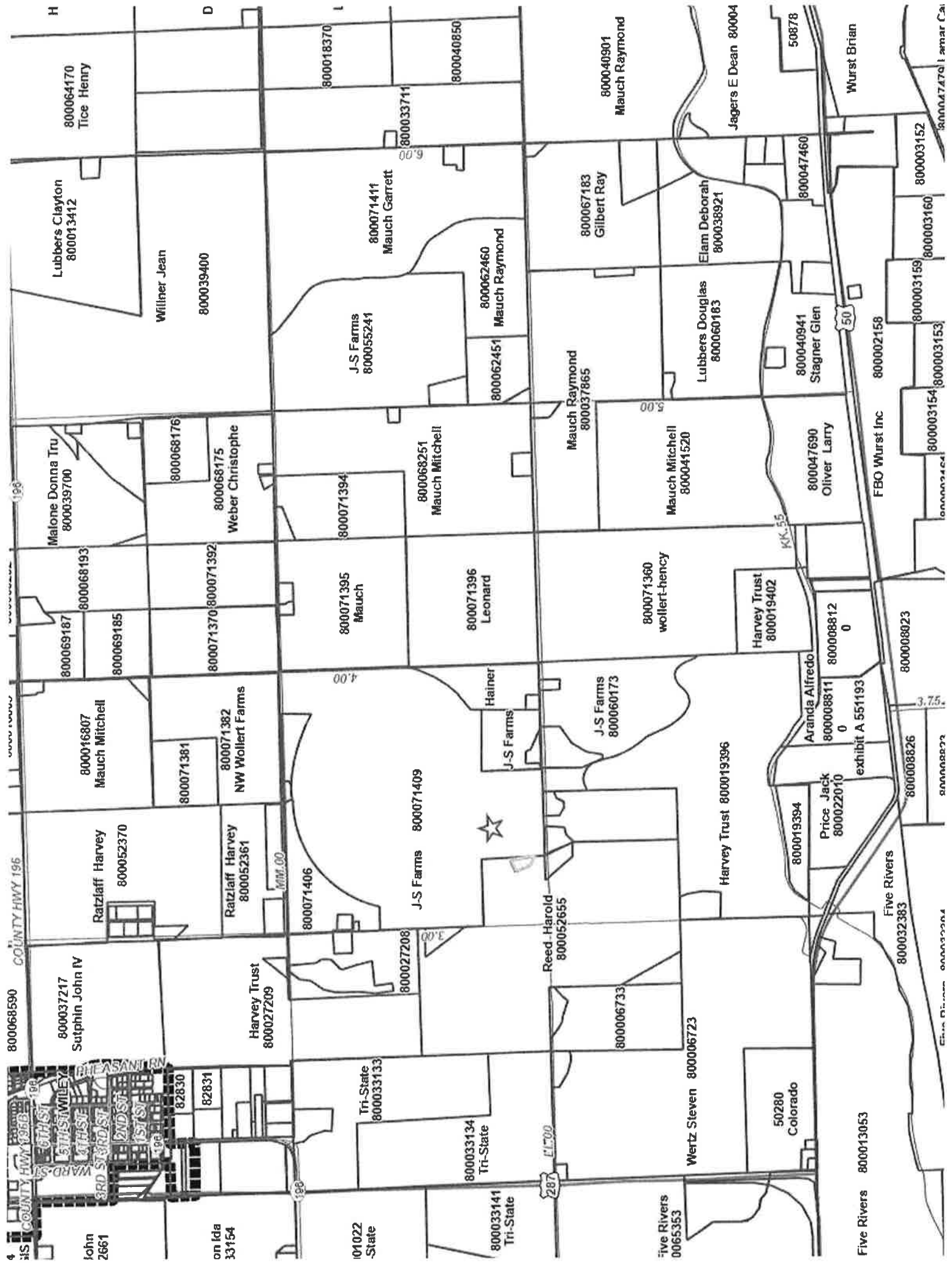
Section 25, Township 22 South, Range 47 West of the 5<sup>th</sup> P.M.

Lot 5, the SW1/4SW1/4 and all that portion of the SE1/4SW1/4 lying West of the following described line:

Beginning at a point on the North line of the SE1/4SW1/4 of said Section which is 350 feet West of the North-South center line thereof; thence South along a line parallel to said center line a distance of 212 feet to a point; thence East along a line parallel to the South line of said Section a distance of 165 feet to a point; thence South along a line parallel to and 165 feet Westerly of said center line to a point on the South line of said Section.

**Tract 2:**

S1/2SE1/4 of Section 26, Township 22 South, Range 47 West of the 5<sup>th</sup> P.M.



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: 03/21/2023**

**Submitter: Michelle Hiigel, Land Use**

**Submitted to the County Administration Office on: 03/15/2023**

**Return Originals to: Michelle Hiigel, Land Use**

**Number of originals to return to Submitter: 1**

**Contract Due Date: N/A**

**Item Title/Recommended Board Action:** Consider to approve of Subdivision Exemption Application by Charles Leonard Rink, Milton Rink Personal Representative, in the SE  $\frac{1}{4}$ SE  $\frac{1}{2}$  of Section 21, Township 22, Range 44. The request is to move the existing boundary line between Tract 1 and Tract 2, to the south, to incorporate grain silos and other agricultural equipment into Tract 2. The property is located in an A-1 Irrigated Agriculture Zoning District. This will be an Amended First Subdivision. The application was approved by the Planning Commission on March 15, 2023.

**Justification or Background:** Milton Rink, would like to move the boundary line to incorporate silos, liquid tanks, currently in Tract 1 into Tract 2. The home will be sold.

**Fiscal Impact:** This item is budgeted in the following account code: 01-36-364100

County: \$100.00 application fee 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!**



Subdivision  
Exemption No.

## SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

THE SUBMITTED APPLICATION PACKAGE REQUIRES SPECIFIC REPORTS/INFORMATION WHICH MAY NOT BE ADEQUATE AS DETERMINED THROUGH THE REVIEW PROCESS. ADDITIONAL INFORMATION MAY BE REQUIRED. ALSO, THE ACCEPTANCE OF THE APPLICATION PACKAGE DOES NOT MEAN THE SPECIFIC INFORMATION HAS BEEN APPROVED AND IN FINAL FORM. REVISIONS TO THE INFORMATION AND/OR REPORTS MAY BE REQUIRED. REQUESTS FOR WAIVERS OF ANY OF THESE REQUIREMENTS MUST BE ACCOMPANIED BY A LETTER OF JUSTIFICATION. THE PROWERS COUNTY PLANNING COMMISSIONERS WILL HEAR THE WAIVER REQUEST CONCURRENTLY WITH THE APPLICATION. DENIAL OF THE WAIVER REQUEST SHALL RENDER THIS APPLICATION INCOMPLETE AND RESULT IN THE REQUIREMENT FOR A NEW SUBMITTAL ACCEPTANCE DATE AND REVIEW PERIOD. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THESE CONDITIONS.

Date:

3/7/2023

Milton Rink

Applicant's / Representative's Signature

If other than owner's signature, a letter of consent authorizing the applicant/representative to act in the owner's behalf must be included.

Property Owner: Charles Leonard Rink

Address: 21971 County Highway 196 Bristol, CO 81047

Telephone Number: N/A Email: N/A

Applicant's Representative: Milton Rink PR for the estate of Charles Leonard Rink AKA Leonard Rink

Address: 33875 County Road 22 Bristol, CO 81047

Telephone Numbers: 719 688-3281 Email: BoggsCreekcattle79@gmail.com

Surveyor or Engineer: Brundage Land Surveying Telephone: 719

Location of Subdivision:

Subdivision (1<sup>st</sup>, 2<sup>nd</sup>, etc.) 1st

Quarter SE 1/4 of SE 1/2 tract 1+2

Section 21 Township 22 Range 44 or

Lot N/A Block N/A Subdivision N/A

Attach Copy of Deed

Tax parcel number of property (County Assessor's Records) 8000-54-207 8000-54-206

Current land classification as per Assessor's Records Ag homestead

If irrigated, will water shares be allocated to the subdivided parcel? Yes ☒ No

Is there a Deed of Conservation Easement attached to this property? Yes ☒ No

If YES, attach copy

Proposed Use of Land Agriculture Homestead

Proposed Water Source Granada Rural Water

Proposed Means of Sewage Disposal Septic System

Proposed Road Access County Road 22 + County Highway 196

Proposed Lot Size 2 acres for tract 2  
3 acres for tract 1

- 
- 
- The Prowers County Planning Commission recommends approval of this request for subdivision exemption.

Prowers County Planning Commission, Chair

[Signature]

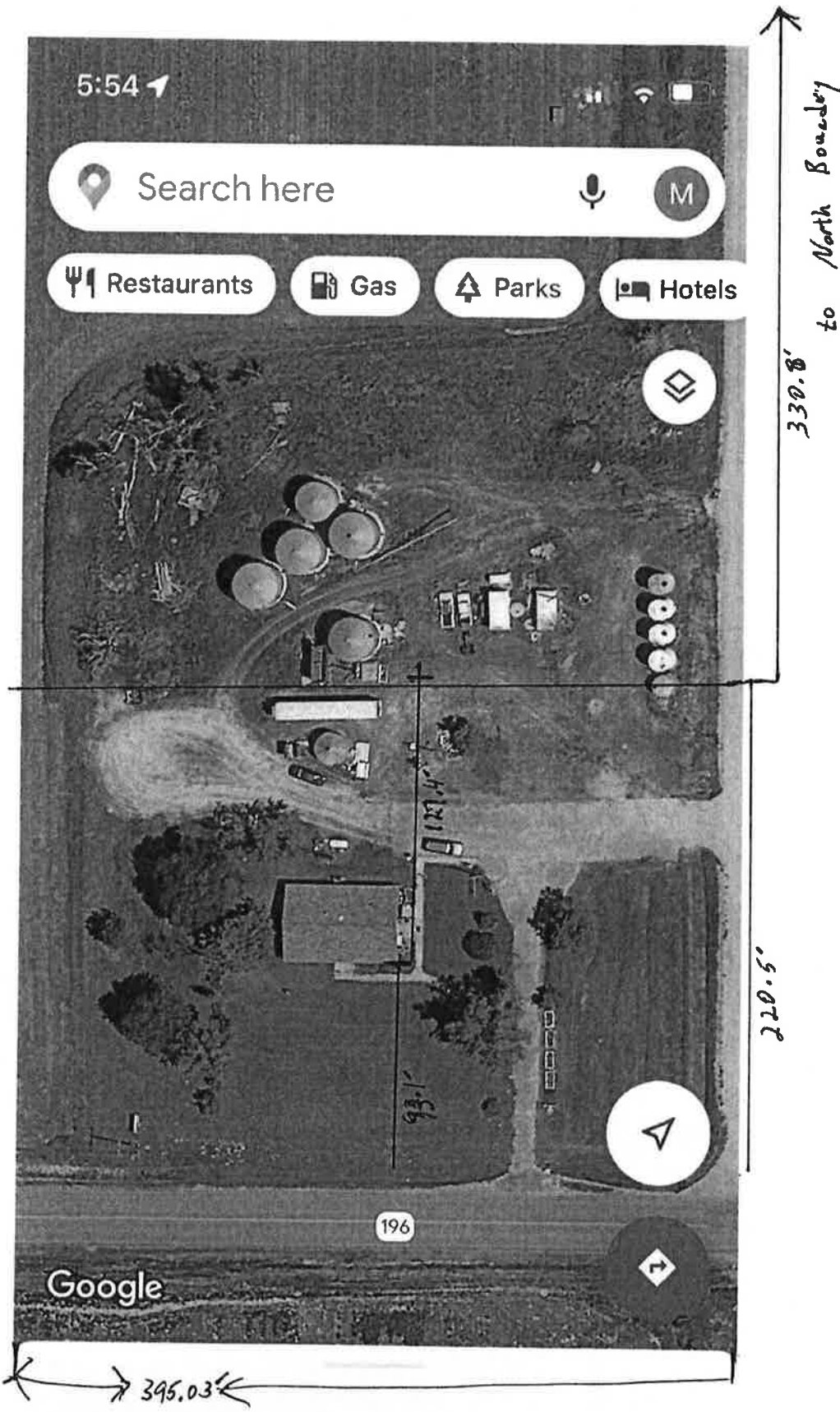
Dated this 15 day of March, 2023

- The Prowers County Board of County Commissioners grants approval of this request for subdivision exemption.

Prowers County Board of County Commissioners, Chair

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



Latest in the area

- 395.03' to West Boundary
- Explore
  - Go
  - Saved
  - Contribute
  - Updates



# STATE OF COLORADO CERTIFICATION OF VITAL RECORD

**CERTIFICATE OF DEATH**      STATE FILE NUMBER 1052018006017

DECEDENT'S LEGAL NAME RENA MAE RINK		DATE OF DEATH FEBRUARY 22, 2018	
SEX FEMALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE-Last Birthday (Years) 80	UNDER 1 YEAR Months _____ Days _____ UNDER 1 DAY Hours _____ Minutes _____
IF DEATH OCCURRED IN HOSPITAL INPATIENT		IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL	
Facility Name (If not institution, give street & number) MEMORIAL CENTRAL HOSPITAL		CITY, TOWN OR LOCATION OF DEATH COLORADO SPRINGS	COUNTY OF DEATH EL PASO
RESIDENCE - STREET AND NUMBER 21071 HWY 198		APT. NO.	ZIP CODE 81047
RESIDENCE STATE COLORADO		COUNTY PROWERS	CITY OR TOWN BRISTOL
DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) HOMEMAKER		KIND OF BUSINESS/INDUSTRY OWN HOME	DECEDENT'S EDUCATION HIGH SCHOOL GRADUATE OR GREED COMPLETED
DECEDENT OF HISPANIC ORIGIN NO		DECEDENT'S RACE WHITE	
EVER IN US ARMED FORCES NO	MARITAL STATUS AT TIME OF DEATH MARRIED	SPOUSE/PARTNER NAME (Last, first name prior to first marriage) CHARLES LEONARD RINK	
FATHER'S NAME M. WAYNE AMMANN		MOTHER'S NAME PRIOR TO FIRST MARRIAGE MARGARET M. MCENDREE	
INFORMANT'S NAME CHARLES RINK		INFORMANT'S RELATIONSHIP TO DECEDENT SPOUSE	
NAME OF FUNERAL HOME PEACOCK FUNERAL HOME		CITY AND STATE OF FUNERAL HOME EL PASO COLORADO	WAS CORONER NOTIFIED NO
METHOD OF DISPOSITION CREMATION	PLACE OF DISPOSITION ARIZONA VALLEY CREMATORY	CITY, TOWN OR LOCATION OF DISPOSITION JUNESOTO COLORADO	COUNTY, STATE JUNESOTO COLORADO
INJURY AT WORK	IF TRANSPORTATION RELATED, SPECIFY	DATE OF INJURY	TIME OF INJURY
PLACE OF INJURY			
LOCATION OF INJURY (Street & Number, Apt. No., City or Town, County, State, Zip Code)			
DESCRIBE HOW INJURY OCCURRED			
WAS DECEDENT UNDER HOSPICE CARE YES	ACTUAL OR PRESUMED TIME OF DEATH 09:00 PM	DATE PRONOUNCED DEAD (Month, Year) FEBRUARY 22, 2018	TIME PRONOUNCED DEAD 09:00 PM
MANNER OF DEATH NATURAL	WAS AN AUTOPSY PERFORMED? YES _____ NO _____ WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH? YES _____ NO _____		
<b>CAUSE OF DEATH</b>			
PART I IMMEDIATE CAUSE (Final disease or condition resulting in death)  Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death)		Enter the chain of events, diseases, injuries or conditions that directly caused the death. a. ACUTE RENAL FAILURE b. METASTATIC PANCREATIC CANCER c. _____ d. _____	
		Approximate interval: Onset to death 2 DAYS UNKNOWN	
PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.			
TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF PHYSICIAN BRANDON G HAMILTON MD 1400 E BOULDER STREET COLORADO SPRINGS CO 80905		DATE SIGNED FEBRUARY 23, 2018	
TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF CORONER		DATE SIGNED	
DATE FILED BY REGISTRAR FEBRUARY 28, 2018			

554436

REC # 554436 08/02/2021 03:00:26 PM  
DC Page 1 of 1 P:13.00 D:0.00  
Prowers County CO

DATE ISSUED: MARCH 02, 2018

THIS IS A TRUE CERTIFICATION OF NAME AND FACTS AS RECORDED IN THIS OFFICE. Do not accept unless prepared on security paper with high resolution border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if a person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT-VALID IF PHOTOCOPIED.

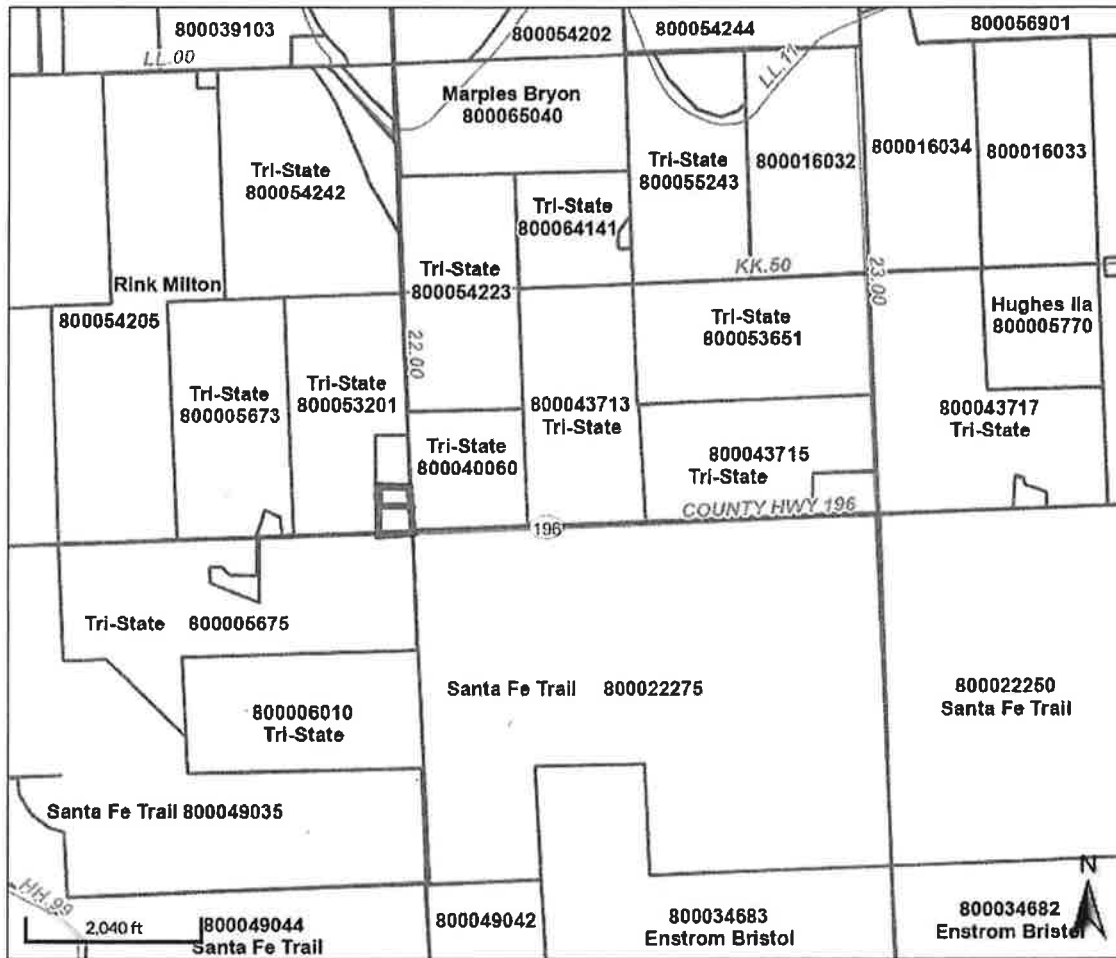
A. Alex Quintana  
STATE REGISTRAR



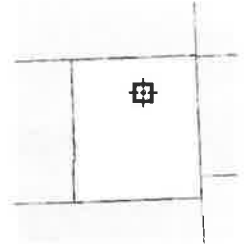
\*008700823\*

REV 04/18





Overview



Legend

- ☐ Parcels
- ☐ Parcel Numbers
- ☐ Owner Names
- ☐ Local Roads
- ☐ Major Roads
- ☒ City Limits Low
- ☐ County Boundary
- ☐ Prowers
- ☐ <all other values>

Parcel ID	0800054207	Alternate ID	n/a	Owner Address	RINK CHARLES LEONARD
Sec/Twp/Rng	21-22-44	Class	AGRICULTURAL		21971 COUNTY HIGHWAY 196
Property Address	196 HWY 21971	Acreage	3		BRISTOL CO 81047
District	n/a				
Brief Tax Description	44-22-21 (477-479)				
	TRACT #2 1ST SUB SE4SE4				
	F#361 CAB "C" #494369				
	(Note: Not to be used on legal documents)				

Date created: 3/13/2023  
 Last Data Uploaded: 3/13/2023 6:14:14 AM

Developed by  **Schneider**  
 GEOSPATIAL



District Court, Prowers County, Colorado 301 South Main St. #300 Lamar, CO 81052 719-336-7424	
In the Matter of the Estate of:  Charles Leonard Rink aka Leonard Rink,  Deceased	DATE FILED: September 17, 2021 3:04 PM  ▲ COURT USE ONLY ▲
STEERMAN LAW OFFICES, PLLC DONALD L. STEERMAN, Esq., # 23402 LANCE P. CLARK, Esq., # 52108 200 West Elm St., PO Box 390 Lamar, CO 81052 Phone: (719) 336-4313 Fax: (719) 336-4315	Case Number:  21 PR 30021  Division B Courtroom
LETTERS <input type="checkbox"/> TESTAMENTARY <input checked="" type="checkbox"/> OF ADMINISTRATION	

Milton Rink (name) was appointed or qualified by this court or its registrar on September 17, 2021  
\_\_\_\_\_(date) as:

- ☒ Personal Representative; or  
☐ Successor Personal Representative.

The decedent died on May 5, 2021 (date).

These Letters are proof of the Personal Representative's authority to act pursuant to § 15-12-701, et.seq., C.R.S.

- ☒ The Personal Representative's authority is unrestricted; or  
☐ The Personal Representatives authority is restricted as follows:

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Date: September 17, 2021

Becky Fletcher  
Probate Registrar/(Deputy) Clerk of Court

### CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of  
3/3/23 (date).

Shirley Martin  
Probate Registrar/(Deputy) Clerk of Court



BOOK 113 PAGE 362

Filed for record the 27th day of August, A. D. 1962, at 10:25 a.m.

Record No. 325702

MAX V. SPECKMANN

RECORDED

**This Deed,** made this 11th day of July in the year of our Lord

one thousand nine hundred and Sixty between

Marion F. Russell, Jr

of the County of Kansas and State of Kansas, of the first part, and

Charles Leonard Rink and Rens Mae Rink

of the County of Prowers

and State of Colorado, of the second part;

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of

Ten dollars and other valuable considerations

DOLLARS,

to the said part Y of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, he S granted, bargained, sold and conveyed, and by these presents do S grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of Prowers and State of Colorado, to-wit:

The East half of the Southeast quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ) of section twenty-one (21), Township twenty-two (22) South, Range forty-four (44), West of the 6th Principal Meridian, together with all ditch and ditch rights, water and water rights and especially 77.53 acres of water stock in the Amity Mutual Ditch Company and applied on above land, subject to Rights-of-way of record, farm lease expiring Feb. 1, 1961, oil and gas lease of record, and containing 77.53 acres, more or less



Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part Y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said part Y of the first part, for him self, his heirs, executors, and administrators, do S

covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the executing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and inalienable estate of inheritance, in law, in fee simple, and he S good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature aforesaid,

subject to the taxes for the year 1960 and water assessment for the year 1960

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part Y of the first part shall and will WARRANT AND FOREVER DEFEND.

In Witness Whereof, The said part Y of the first part in S hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Marion F. Russell, Jr. [Signature] Seal



Kansas  
STATE OF KANSAS,  
County of BARTON } ss. The foregoing instrument was acknowledged before me this 21st day of July, 1962,  
by Marion F. Russell, Jr.

Witness my hand and official seal.

My commission expires July 15, 1963

Evelyn Anderson [Signature]

Notary Public

is acting in official or representative capacity, must state and show title or capacity and for whom acting.



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 03/21/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 03/15/2023

**Return Originals to:** Jana Coen, Mark Westhoff

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider Approving Professional Surveying Services Proposal between Drexel, Barrell & Co and Prowers County for existing condition and design survey on County-owned property located at Saddle Club Drive and Highway 287 in Lamar, totaling \$8600, and authorizing BOCC Chair to execute the document.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** 3/14/2023

**Additional Approvals (if required):**

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

**THANK YOU!**



## Drexel, Barrell & Co.

February 22, 2023

Engineers/Surveyors

Colorado Springs  
Lafayette

3 South 7<sup>th</sup> Street  
Colorado Springs,  
Colorado 80905-1501

719 260-0887  
719 260-8352 Fax

CRP Architects

**Attn: Brian Risley, Principal Architect**

100 East St. Vrain Street, Suite 300

Colorado Springs, CO 80903

719-633-5901

Delivered via email to: [brian@crparchitects.com](mailto:brian@crparchitects.com)

**RE: Prowers County Fire Station, Lamar, CO  
Professional Surveying Services Proposal**

Brian,

Drexel, Barrell & Co. is pleased to provide for your review a proposal for Professional Surveying Services for the above referenced project in Lamar, CO to consist of a new fire station and associated site, drainage and utility improvements. After reviewing the information provided to date, Drexel, Barrell & Co. proposes to provide the following Professional Services for the project:

### **TASK 1.0 EXISTING CONDITIONS/DESIGN SURVEY**

#### ***Design Survey***

This scope is to include survey of the following items:

- Establish Site Control and Benchmarks
- Boundary survey of property as readily identifiable
- Private utility locates for the site
- Survey of utility locates
- Topographic survey with 1' contour deliverable
- Planimetric survey of all visible improvements
- Survey to include Saddle Club Drive and Hwy 287/385
- Office Support, Project Coordination & Calculations
- CAD and PDF drawing deliverable of the survey upon completion.

**SUB-TOTAL TASK 1: \$8,600**

**TOTAL PROFESSIONAL SERVICES FEE: \$8,600**

**Reimbursables:**

We will request reimbursement for such items as prints, mylars, copying, overnight mailings, mileage or deliveries in addition to the above fees. Our estimated reimbursable cost is included in the above fee. The rates for reimbursable materials are included in our Fee Schedule.

**Assumptions:**

AutoCAD files of the site Concept Plan will be provided. Existing surveys, reports and studies for the site will also be provided. Site access will be provided.

**Exclusions:**

Submittal, review, processing and recording fees; change in scope of work; utility potholes; items not listed above.

**Additional Services:**

Additional services can be completed on a T&M basis or at an agreed to flat fee.

Unless otherwise specified, all work will be in accordance with the attached Drexel, Barrell & Co. Terms and Conditions and is proposed to be an initial Fixed Fee Contract between the Client and Drexel, Barrell & Co. for the line items listed above. Our current Fee Schedule is attached for your reference.

We look forward to the opportunity to work with you on this project and are available to discuss this proposal or field questions related to the project.

Respectfully,

*Drexel, Barrell & Co.*



Tim D. McConnell, P.E.  
Principal, Regional Manager

**Acceptance of Proposal**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Drexel, Barrell & Co.**  
**TERMS AND CONDITIONS**

**1. SERVICES**

- 1.1. Client desires to retain Drexel to provide Client with certain Services (as defined below) with respect to the Client's project on the Project Site as described in the Scope of Work.

**2. DEFINITIONS**

- 2.1. "Scope of Work" shall mean the proposed work described on the attached Professional Services Agreement and any Proposal, which collectively specify the Services, the scope thereof, and the applicable fees for the Services.
- 2.2. "Services" shall mean the work to be performed by Drexel on the Client's project, subject to the terms of this Agreement, as specified in the Scope of Work. Drexel shall have no responsibility to perform any Services other than those specifically set forth as the Scope of Work.

**3. CHARGES, PAYMENT AND TAXES**

- 3.1. **Fees for Services.** Unless otherwise expressly stated in the Professional Services Agreement, Services shall be provided on a time and materials ("T&M") basis at Drexel's Fee Schedule rates current when the Services are performed. The Fee Schedule may be modified at the commencement of each calendar year and, as modified, shall be effective thereafter. If the parties agree that the T&M basis is Not to Exceed ("NTE") a sum certain, that shall be stated in the Professional Services Agreement and shall be deemed the maximum amount to be paid by Client on a T&M basis. If the Services are to be provided on a Fixed Fee basis, said Fixed Fee is the amount that shall be paid by Client for the Services provided in the Scope of Work, which Fixed Fee shall be billed and paid monthly based upon Drexel's estimate of the percentage of the work completed. If the Scope of Work is modified, Drexel shall provide the Services for new or additional work on a T&M basis not subject to the NTE or Fixed Fee unless a written change order modifying the NTE or Fixed fee for the modified Scope of Work is signed by the parties.
- 3.2. **Reimbursable Expenses.** Client shall reimburse Drexel for reasonable travel, communications, equipment rental, consultant's fees, disposal fees, reproduction, delivery and express shipping fees, subcontractor fees and expenses and other out-of-pocket expenses incurred in conjunction with the Services. All such reimbursables shall be billed at 1.10 times the direct out-of-pocket expense. Unless stated to the contrary in the Professional Services Agreement, Drexel shall be paid for all reimbursables in addition to any sum set forth as the NTE or Fixed Fee. Drexel's estimate of reimbursables in the Professional Services Agreement is an estimate only, and the actual reimbursables may be higher or lower.
- 3.3. **Invoicing and Payment.** Drexel shall invoice Client monthly, unless otherwise agreed in the Professional Services Agreement. Payment of all invoiced amounts shall be due within 45 days from the last day of the month for which Services were rendered (the "Grace Period"); for example, payment for work performed in September would be due by November 14. Client agrees to pay interest at the rate of 1.5% per month, compounded monthly, on any amount not timely received by Drexel, and interest shall accrue commencing with the first day of the Grace Period until the amount is paid in full. If any amount payable by Client remains unpaid after the Grace Period, in addition to other remedies available to it, Drexel shall be entitled, but not obligated, without terminating this Agreement to cease all Services until paid in full, which cessation shall extend all time-related obligations of Drexel. If the Client relies on payment or proceeds from a third party to pay Drexel and Client does not pay Drexel's invoice within 60 days of invoice date, Drexel may communicate directly with such third party to secure payment. If Client fails to pay Drexel timely, Drexel shall be entitled to recover its attorney fees and costs, as well as any employee costs in pursuing collection. Drexel will charge employee costs incurred in pursuing collection to the Client at our normal hourly billing rates.
- 3.4. **Taxes and Governmental Fees.** The agreed-upon compensation set forth in the Professional Services Agreement does not include any applicable taxes or fees levied or charged by any governmental entity. If Drexel is required to pay any federal, state, or local taxes or fees based on or in connection with its performance of the Services under this Agreement (other than taxes based on Drexel's income), such taxes and fees shall be billed to and paid by Client as a reimbursable expense pursuant to the provisions of Paragraph 3.2 above.
- 3.5. **Retainer.** If Client has provided to Drexel a Retainer, said Retainer shall be applied to amounts due under the final invoice submitted by Drexel upon completion of its Services; provided, however, that if Client fails to timely pay an earlier invoice, Drexel may apply any or all of the Retainer to pay such invoice and Client shall immediately replenish the Retainer. The Retainer may be applied by Drexel to satisfy, in whole or in part, any default of Client. If the Retainer is in an amount in excess of amounts remaining due from Client, Drexel shall refund such excess to Client within 30 days following completion of mailing its final invoice.
- 3.6. **Accuracy of Invoices.** Client agrees that invoices from Drexel to Client are correct, conclusive, and binding on Client unless Client, within 30 days from the date of the invoice, notifies Drexel in writing of alleged inaccuracies, discrepancies, or errors in the invoice.
- 3.7. **Fee Adjustment Due to Cessation of Work.** If Client requests Drexel to suspend or cease performance of the work or Drexel ceases its performance as provided under the terms of this Agreement, Client agrees to pay additional fees and expenses resulting from such suspension of work on a T&M basis as a modification to the Scope of Work.
- 3.8. **Rate Revisions.** Drexel adjusts its Fee Schedule annually on January 1. Fees on projects extending beyond January 1 of a year shall be subject to the new Fee Schedule.

**4. PROJECT**

- 4.1. **Access to Project Site.** Client agrees to cooperate in every way requested by Drexel to expedite the commencement and completion of its Scope of Work. Client agrees to provide Drexel access to the Project Site and to make available any records, documents, deeds or other items requested by Drexel for the reasonable performance of the work. If the Client does not own some or all of the real property within the Project Site, Client shall upon request provide to Drexel written authorization from the owner of such property to perform the work described in the Scope of Work. If Drexel is prevented from timely accessing the Project Site or commencing its work for any reason outside the control of Drexel, Client shall be responsible for all general conditions and other delay damages incurred by Drexel.
- 4.2. **Right of Entry.** Client grants Drexel, its agents, employees, consultants, contractors and subcontractors the right to enter the Project Site for the purpose of studying, researching, sampling and testing as necessary to perform the Services.

**5. TERM AND TERMINATION**

- 5.1. **Term.** This Agreement shall commence on the date the Professional Services Agreement is signed by Drexel (the "Commencement Date") and continue until the Services are completed and full payment has been received.
- 5.2. **Termination for Breach.** Either party may terminate this Agreement if the other party is in material breach of this Agreement and has not cured such breach within 15 days of written notice specifying the breach. Consent to extend the cure period for a non-monetary breach shall not be unreasonably withheld, so long as the breaching party has commenced efforts to cure during the 15-day notice period and pursues cure of the breach in good faith.
- 5.3. **Suspension and Termination for Cause.** Drexel may suspend its Services or terminate this Agreement upon 15 days written notice to Client if:
- 5.3.1. Client fails to pay an invoice within 30 days of the date of the invoice;
  - 5.3.2. Client should become insolvent or have a receiver appointed over any of its assets;
  - 5.3.3. Proceedings are instituted by or against Client for winding up, reorganization, or bankruptcy;
  - 5.3.4. Client makes an assignment for benefit of its creditors;
  - 5.3.5. Client, a governmental entity, or other cause beyond control of Drexel causes the work to be discontinued for a period in excess of 90 days; or
  - 5.3.6. Due to matters beyond the control of Drexel, the work described in the Scope of Work has not been completed by the end of the second year from the Commencement Date.
- 5.3.7. Client may suspend its services or terminate this agreement upon 30 days written notice to Drexel, Barrell & Co. if required.

- 5.4. Effect of Termination.** The parties' rights and obligations shall survive termination of this Agreement. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief. Termination shall not relieve Client of its obligation to pay: (a) all charges that accrued prior to such termination, (b) all charges incurred by Drexel after such termination in connection with the withdrawal of equipment and personnel from the Project Site, and (c) unless the termination results from Drexel's breach, Drexel shall be entitled to recover its lost profits and overhead as if it had completed its Services.

## 6. WARRANTY, REMEDY AND LIMITATION OF LIABILITY

- 6.1. Warranty.** Drexel warrants that the Services shall be performed consistent with generally accepted standards of care of professional engineers and surveyors in the locality of the Project Site. Client must report any deficiencies in the Services to Drexel in writing within 60 days of completion of the Services in order to receive the warranty remedy set forth in this Section. THE WARRANTY HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.2. Limitation of Liability/Exclusive Remedy.** For any claim against Drexel (whether it is for breach of warranty, for tort, for breach of contract, or otherwise), Drexel shall not be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, delay or use incurred by the Client or any third party. The risks have been allocated such that the Client agrees to the fullest extent permitted by law that Drexel's maximum liability to Client for any warranty claims, damages, or breaches arising out of this Agreement and the provision of its Services shall, at Drexel's choice, be one of the following: (a) Drexel's re-performance of the Services, (b) the fees paid to Drexel under this Agreement, or (c) \$50,000.
- 6.3. Indemnification.** ~~To the fullest extent permitted by law, Client shall indemnify, defend and hold Drexel harmless from and against any and all demands, suits, causes of action, judgments, expenses, attorneys' fees and losses arising out of or in connection with bodily injury (including death) to persons or damage to property resulting from conditions at the Project Site, the inaccuracy of data or information supplied by Client, and the acts or omissions of Client, its agents or employees.~~ ~~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 Grantor of any applicable provisions of the Colorado Governmental Immunity Act, 24-10-101, et seq., C.R.S., as now or hereafter amended, 24-30-1501, et seq., as now or hereafter amended, and any other laws.~~
- 6.4. Estimates.** ~~Drexel makes no representation or warranty concerning the estimates of quantities, land areas, or probable costs made in connection with surveys, maps, plans, specifications, reports or drawings, other than that all such quantities, areas, and costs are estimates only. Certified land areas will only be provided when requested in writing and at additional charge to Client.~~

## 7. GENERAL

- 7.1. Governmental Approvals.** If set forth in the Scope of Work, Drexel agrees to assist and advise client in seeking the necessary governmental approvals for the project. Unless stated to the contrary in the Professional Services Agreement, Drexel shall be paid for its work in seeking such approvals on a T&M basis in addition to any sum set forth as the NTE or Fixed Fee. Drexel makes no warranties or representations regarding the likelihood of obtaining or timing of governmental approvals. Unless set forth to the contrary in the Professional Services Agreement, Drexel shall have no responsibility for assisting in submitting more than two sets of documents seeking governmental approval.
- 7.2. Documents.** Drexel shall have the right to retain the originals of all documents, including but not limited to reports, surveys, plans, drawings, specifications, boring logs, field notes, laboratory test data, calculations or estimates prepared by Drexel in performing the Services (the "Documents") all of which shall remain the property of Drexel and may be used by Drexel without Client's consent. Client agrees not to use or rely on any Documents other than in connection with the Project without Drexel's prior written consent. Any such use of or reliance on the Documents without Drexel's permission is at Client's sole risk, and to the fullest extent permitted by law Client shall indemnify, defend and hold Drexel harmless from any and all Claims arising from such unauthorized use. Upon request and payment of the fees and costs involved and provided Client is not then in breach of this Agreement, Drexel shall provide copies of the Documents to Client for use in connection with the Project (in paper or Adobe PDF format only). All, alterable electronic documents (e.g., AutoCAD drawings, models, spreadsheets, word processing documents) are Drexel's instruments of service and intellectual property. Drexel is under no obligation to provide AutoCAD or other alterable electronic documents or data to the Client, their successors, assigns, agents, or third parties.
- 7.3. Subcontracting.** Drexel shall be authorized to subcontract any of the Services, but such subcontracting shall not relieve Drexel of any of the responsibilities or obligations under this Agreement. The fees and expenses of such subcontractors shall be deemed reimbursable. Subject to the limitations set forth in Article 6 above, Drexel shall be and will remain responsible to Client for the neglect of any subcontractor's officers, agents, and employees.
- 7.4. Force Majeure.** Drexel shall not be responsible for damages or delay in performance caused by events beyond the control of Drexel, including, without limitation, acts of God, strikes, lockouts, accidents, the actions of governmental entities, terrorist activities, failures of Client or others to provide timely information to Drexel, or otherwise.
- 7.5. Third-Party Beneficiary.** Client and Drexel agree that there are no express, intended, or implied third-party beneficiaries to this Agreement, and this Agreement may only be enforced by the Client and Drexel.
- 7.6. Relationship between the Parties.** Drexel is an entity independent from Client and is in direct control of its direction and timing of actions. This Agreement does not establish a joint venture, agency or partnership between the parties, nor does it create an employer-employee relationship. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as employment-related taxes. Drexel is not responsible for the performance of work by third parties (other than Drexel subcontractors) including, without limitation, construction contractors.

## 8. MISCELLANEOUS

- 8.1. Governing Law.** The laws of the State of Colorado shall govern this Agreement, and all matters arising out of or relating to this Agreement.
- 8.2. Jurisdiction.** Any legal action or proceeding relating to this Agreement shall be adjudicated in the District Court, Boulder County, State of Colorado, or the United States District Court for the District of Colorado, except that any action involving perfection or foreclosure of a mechanic's lien shall be adjudicated in the District Court for the county in which the Project Site is located. Drexel and Client agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding. Client and Drexel agree to waive any right to a jury trial.
- 8.3. Notice.** All notices, including notices of address change, required or permitted to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first-class mail to the address for the party listed in the Scope of Work.
- 8.4. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.
- 8.5. Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued. A claim by the Client that Drexel failed properly or timely to complete its work shall be deemed to have accrued on the date Drexel substantially completed its Services.
- 8.6. Successors and Assigns.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Neither party may assign its interest herein without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, no assignment shall operate to relieve the assignor of its obligations hereunder.
- 8.7. Entire Agreement.** This Agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a Principal of Drexel and a representative of the Client. No other act, document, usage, or custom shall be deemed to amend or modify this Agreement. It is expressly agreed that any request or proposal by Client shall be superseded by the terms of this Agreement.



Drexel, Barrell & Co.  
Traditional Services, Innovative Solutions  
Since 1949

## DREXEL, BARRELL & CO. **FEE SCHEDULE**

Effective January 1, 2023

### I. PERSONNEL:

CATEGORY	HOURLY RATE	CATEGORY	HOURLY RATE
<b>General:</b>		<b>Surveying:</b>	
Managing Principal	\$200	Office Surveyor / Analyst	\$130-150
Principal	\$190	Field Surveyor*	\$125-135
Associate	\$180-200		
<b>Engineering:</b>		<b>Administration:</b>	
Project Engineer / Manager	\$140-170	Controller	\$130
Design Engineer	\$115-135	Administrative	\$80
<b>CAD:</b>		<b>Construction Inspection:</b>	
Technician	\$110-120	Construction Inspector	\$115-135
<b>Miscellaneous:</b>		*1-person crew: \$65/hr charge for ea. extra crew member	
Expert Witness Duties	\$320		

- II. **SUB-CONSULTANTS:** Unless agreed otherwise in the Professional Services Agreement, Drexel Barrell adds a 10% markup to invoices from sub-consultants to cover administrative and project management expenses.
- III. **MILEAGE:** Unless agreed otherwise in the Professional Services Agreement, Drexel Barrell charges for all project related mileage at the rate of \$0.75 / mile.
- IV. **TRAVEL TIME:** Unless agreed otherwise in the Professional Services Agreement, Drexel Barrell charges for travel time to and from the project site.
- V. **REPROGRAPHICS:** Reprographics provided by outside printing companies will be charged at Drexel Barrell's cost plus 10%.
- VI. **FIELD SUPPLIES:** Unless otherwise stated in the Professional Services Agreement, standard survey supplies (stakes, pin caps, etc.) are included in the negotiated fee. Drexel Barrell charges an additional \$100.00 per monument and \$200.00 for monument boxes when the project requires.
- VII. **DELIVERY SERVICES:** Drexel Barrell will add a 10% mark-up to all messenger and overnight delivery service fees.
- VIII. **OUT-OF-TOWN EXPENSES:** On projects requiring overnight lodging, Drexel Barrell charges a per diem rate for meals, lodging, and related expenses. The per diem rate will be Drexel Barrell's costs plus 10%.
- IX. **RATE REVISIONS:** Drexel Barrell adjusts this Fee Schedule annually on January 1. Projects extending beyond December 31 of each year shall be subject to the new Fee Schedule.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 03/21/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 03/15/2023

**Return Originals to:** Jana Coen, Mark Westhoff

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider Approving Proposal for Geotechnical Investigation Service Agreement between CTL Thompson Inc and Prowers County for subsurface and geotechnical investigation on County-owned property located at Saddle Club Drive and Highway 287 in Lamar, totaling \$4800, and authorizing BOCC Chair to execute the document.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** 3/15/2023

**Additional Approvals (if required):**

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

**THANK YOU!**

# Proposal



February 16, 2023

Revised March 7, 2023

Prowers County  
301 South Main Street, Suite 215  
Lamar, Colorado 81052

Attention: Mr. Ron Cook

Subject: Proposal for  
Geotechnical Investigation,  
Prowers County Fire Station  
South Main Street and Saddle Club Drive  
Lamar, Colorado  
CTL|T Proposal No. SC-23-0012

We understand CRP Architects requested a Geotechnical Investigation be prepared on for the design construction of the proposed Prowers County Fire Station located at the northwest corner of South Main Street and Saddle Club Drive in Lamar, Colorado. The proposed fire station is to be a single-story building and consist of just over 13,000 square feet. A total of four truck bays will be included in the west half of the building. Living areas and offices will be located in the eastern half of the proposed building. Construction will include CMU block walls at the truck bays and light gauge metal framing in the living and office area. Exterior finish will include brick veneer, stucco, and metal siding. Our understanding of the project is based on an email conversation with yourself on January 27, 2023 and a site plan dated December 16, 2022.

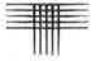
We propose to investigate the subsurface conditions and prepare a design level Geotechnical Investigation for the proposed fire station by drilling two (2) exploratory borings within the building footprint. The borings will be drilled using a continuous-flight, power auger and truck mounted drill rig to depths of between 20 and 30 feet below existing ground surface, or to practical drill rig auger refusal, whichever occurs first. We will contact Colorado 811 to request utility locates prior to the commencement of drilling.

We will perform laboratory testing on samples obtained from the exploratory borings to evaluate their swell or consolidation potential as well as necessary engineering properties to provide design and construction criteria for foundations, floor systems, as well as surface and subsurface drainage precautions. Additionally, we will discuss pavement design section alternatives for the parking lot and drive lanes. Our scope of services is described in more detail in Exhibit A.

Our Geotechnical services will be provided for a lump sum fee of \$4,800. Drilling may be impacted by weather and availability. We will notify you of any delays that may occur. Verbal information should be available within about a week or two following the completion of drilling operations.



# Proposal



If you would like us to proceed, please return an executed copy of the Agreement or authorize us to proceed subject to the terms of the Agreement. If you have any questions or require additional information, please call.

We appreciate the opportunity to be of service to yourself. Should you have any questions or if we may be of further assistance, please call.

Sincerely,

CTL THOMPSON, INC.

Patrick Foley, EI  
Staff Engineer

Attachment: Service Agreement  
Exhibit A: Geotechnical Investigation

Via email: [matt@crparchitects.com](mailto:matt@crparchitects.com)

# Service Agreement



<b>Parties</b>	This Agreement is entered into this 7 <sup>th</sup> day of <b>March 2023</b> between <b>Prowers County, 301 South Main Street, Suite 215, Lamar, Colorado 81052</b> , referred to herein as "Client" and CTL Thompson, Inc., 5170 Mark Dabbling Boulevard, Colorado Springs, Colorado, referred to herein as "CTL."
<b>Project</b>	Client retains CTL to provide consulting services in connection with <b>Prowers County Fire Station, South Main Street and Saddle Club Drive, Lamar, Colorado</b> , referred to herein as "Project." Client's relationship to the Project is that of "Owner."
<b>Scope</b>	The scope of CTL's services is set forth in Exhibits A, which are part of this Agreement.
<b>Fee</b>	<p>CTL agrees to services set forth in this Agreement for a <b>Lump Sum fee of \$4,800</b>.</p> <p>Post-report consultation will be invoiced on a time and materials basis, as set forth in CTL's current Fee Schedule.</p> <p>The quoted fee shall remain available to Client for 30 days from the date of this Agreement, after which CTL may increase the fee.</p> <p>If Client desires to change CTL's scope of services, Client and CTL shall execute a written addendum to this Agreement setting forth CTL's revised scope of services and fee.</p>
<b>Invoices</b>	CTL may submit interim invoices to Client and will submit a final invoice upon completion of its services. Invoices will detail charges for different personnel and expense classifications, a lump sum fee, or a percentage of completion, as appropriate. A more detailed itemization of charges and back-up data will be provided at Client's request. Payment is due upon presentation of each invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one-and-one half percent (1 1/2 %) per month on past due accounts, plus attorney fees and costs associated with collection.
<b>Right-of-Entry</b>	Client shall arrange for and provide CTL with safe access to the Project property, including access for necessary equipment, to allow CTL to complete its services. While onsite, CTL will take reasonable precautions to minimize damage to the Project property, but Client agrees that in the normal course of work some damage may occur, the correction of which shall not be CTL's responsibility.
<b>Utilities</b>	Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. CTL will request responsible utilities to locate off-site lines and public on-site lines when necessary for CTL's services. Client agrees to defend, indemnify and hold CTL harmless for damage to utilities or subterranean structures that are not correctly located by Client or the responsible utility.
<b>Samples</b>	CTL will retain soil and rock samples for thirty (30) days after submitting the report on those samples. Construction materials samples collected and tested, if any, will be disposed of after testing. Further storage or transfer of samples can be arranged at Client's expense, upon written request.

# Service Agreement



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## Ownership of Documents

CTL retains ownership and copyrights of all work product, reports, field data, field notes, laboratory test data, calculations, estimates, design plans, and other documents CTL prepares in connection with this Agreement. Client is licensed to use these Instruments of Service solely for the purpose they were prepared in furtherance of this Agreement. Client shall not reproduce, use or alter CTL's Instruments of Service for other projects, or for making future modifications to the Project, without CTL's prior written consent. If CTL terminates this Agreement for non-payment, Client shall not be entitled to use CTL's Instruments of Service for any reason.

CTL shall retain delivered Instruments of Service in electronic form for five (5) years following completion of its services, during which period the Instruments of Service shall be made available to Client during regular business hours.

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## Job Site

Client shall require the construction contractors and subcontractors to assume sole and complete responsibility for job site conditions at the Project, including the safety of persons and property, and for construction means, methods, techniques and sequences. Accordingly, Client shall defend, indemnify and hold CTL harmless from all claims for personal injury or property damage sustained due to the negligence of any contractor, subcontractor, or other person not under the control of CTL; i) in safeguarding the worksite, ii) for using unacceptable materials in construction, iii) in constructing the Project, and iv) for claims arising under workers' compensation laws.

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## Standard of Care

CTL shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTL makes no express or implied warranty in connection with the performance of its services.

Client acknowledges that subsurface conditions may vary from those CTL encounters at the location where CTL performs borings, test pits, surveys, or explorations (if any) and that CTL's data, interpretations and recommendations are based solely on the information available to it. Client also acknowledges that the performance of soils depends on variables beyond the control of CTL and therefore, CTL cannot and does not guarantee the performance of soils at the Project property. CTL will be responsible for its data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

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## Limitations on Claims

Any claim or cause of action between Client and CTL including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable statutes of limitation and repose shall commence to run no later than the date of substantial completion of CTL's services under this Agreement. Substantial completion shall be deemed to occur no later than the date CTL issues its final invoice under this Agreement.

In the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be brought against CTL as a corporation only, and not against any of CTL's individual employees, engineers, agents, officers, directors or shareholders.

The services CTL provides pursuant to this Agreement are solely for the benefit of Client. Neither CTL nor Client intends to confer a benefit on any other person or entity. To the extent any other person or entity benefits from the services CTL provides, such benefit is purely incidental and such person or entity shall not be deemed a third party beneficiary of this Agreement.

~~Client and CTL waive claims against each other for consequential, incidental, indirect, special, exemplary or punitive damages arising out of the services CTL performs pursuant to this Agreement. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation, for delay damages of any kind, for lost management and labor productivity, lost opportunity to complete other projects, and for increased construction and financing costs. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.~~

# Service Agreement



<b>Limitation of Liability</b>	Client agrees CTL's total aggregate liability to Client and others for all injuries, claims, losses, damages, and expenses (including costs, expert fees, attorney fees, and interest) arising out of CTL's services for the Project shall be limited to the greater of \$25,000 or CTL's fee for the services rendered pursuant to this Agreement. This limitation shall apply regardless of the nature of the claim made or the theory of liability pursued, including but not limited to, negligence, strict liability, breach of contract, breach of warranty, contribution, and indemnity. CTL will have no liability to Client or others for damages resulting from the failure of Client or others to follow CTL's recommendations.
<b>Value Engineering</b>	If Client directs CTL or others to revise the Construction Documents to include value engineering, value reduction, or substitution proposals (VE Proposals) made by others, and CTL does not recommend acceptance of the VE Proposals, then Client shall release, indemnify, and defend CTL from and against all claims, damages, losses, liabilities, costs and attorney fees arising from the inclusion of the VE Proposals into the Project.
<b>Insurance</b>	CTL represents that it, its employees, and the consultants it retains are protected by worker's compensation insurance, and that CTL has such coverage under commercial general liability, property damage, and professional liability insurance policies as CTL deems to be adequate. CTL will provide Certificates for these insurance policies to Client upon written request. CTL shall in no event be responsible for any loss or damage beyond the amounts, available limits, and conditions of these insurance policies.
<b>Termination</b>	Either party may terminate this Agreement for cause upon seven (7) days written notice if the other party substantially fails to perform its obligations hereunder. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Client shall pay CTL for services performed to the termination notice date, plus reasonable termination expenses.
<b>Hazardous Materials</b>	Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the Project property and has informed CTL of any information or findings relative to the possible presence of hazardous materials. Should unanticipated hazardous materials be discovered in the course of CTL's performance of its services, such discovery shall constitute a changed condition mandating a renegotiation of the scope of services, or termination of services. Should the discovery of unanticipated hazardous materials require CTL to take immediate measures to protect health and safety, Client agrees to pay CTL for costs incidental to taking such measures and for necessary decontamination or replacement of affected equipment. CTL agrees to notify Client promptly when it encounters unanticipated or suspected hazardous materials. Client agrees to make any disclosure required by law to appropriate government agencies. Furthermore, Client agrees to defend, indemnify, and hold CTL harmless from all liability arising from discovery by anyone of hazardous materials or suspected hazardous materials.
<b>Humidity, Moisture Vapor &amp; Mold</b>	Unless specifically stated, services intended to control humidity, moisture vapor, and mold are expressly excluded from this Agreement. Client acknowledges that the growth of mold, some of which may be harmful to human health, can be caused or exacerbated by conditions which occur inside or outside habitable structures. If Client desires services intended to reduce humidity, moisture vapor and mold, CTL can provide such services for an additional fee. If such services are not expressly undertaken by CTL, Client agrees to indemnify, defend and hold CTL harmless from all claims alleging that CTL caused, contributed to, or failed to prevent injury and damage related to the presence of humidity, moisture vapor or mold.
<b>Work by Others</b>	In performing services under this Agreement, CTL shall be entitled to rely upon the accuracy and completeness of information, reports, recommendations, and design services provided by Client, contractors, or other consultants, and CTL shall have no liability for claims or damages resulting from errors and omissions in the same.

# Service Agreement



**Applicable Law** The law of the State of Colorado shall govern the validity of this Agreement, and its interpretation, enforcement, and performance. Should any provision of this agreement be found to be unenforceable, the remainder of this Agreement shall nonetheless remain valid and binding.

**Entire Agreement** This Agreement shall be the entire agreement between Client and CTL and shall supersede any other agreement relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, if Client authorizes CTL to proceed with its services or if CTL begins performance of its services, this Agreement shall become an enforceable agreement between the parties regardless of whether either party has signed this Agreement.

**Authorization** CTL

**Board of County Commissioners  
Chairman Ron Cook**

A handwritten signature in black ink, appearing to read "Patrick Foley", written over a horizontal line.

Signature

Patrick Foley, EI

Name

Staff Engineer

Title

March 7, 2023

Date

Signature

Name

Title

Date

# Exhibit A

## Scope of Services

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### GEOTECHNICAL INVESTIGATION

1. Field-locate the general area of planned exploratory borings and notify the Utility Notification Center of Colorado (UNCC) to identify public utilities in the vicinity of the proposed test holes.
2. Drill two (2) exploratory borings within the proposed fire station footprint. The borings will be drilled to depths of between 20 to 30 feet or to practical auger refusal, whichever occurs first. The boring will be drilled using a 4-inch diameter, continuous-flight, power auger truck mounted drill rig. Drilling operations will be under the supervision of our representative who will log the subsurface conditions found.
3. Sample the borings at 5 to 10-foot intervals, or where significant stratum changes are detected using either a standard split-spoon or modified California barrel. Bulk samples will be obtained from the upper 4 feet of each test hole.
4. Conduct laboratory testing of the samples to evaluate soil classification and engineering properties of the soils and bedrock encountered.
5. Analyze the results of the field investigation and laboratory tests to develop an opinion regarding alternatives for foundations and floor systems.
6. Summarize the results of the field investigation, laboratory tests, and analyses in an engineering report that will include the following data and recommendations:
  - a. A figure of the site showing the approximate boring locations;
  - b. Graphical and written descriptions of soil, bedrock, and groundwater conditions encountered in the borings;
  - c. Discussion of potential foundation systems;
  - d. Design criteria for recommended foundation systems;
  - e. Recommendations regarding floor systems and slab-on-grade construction;
  - f. Recommendations regarding the foundation concrete with respect to potential for sulfate attack;
  - g. Recommendations regarding pavement design sections; and
  - h. Recommendations regarding foundation wall backfill and surface drainage precautions.
7. Submit one (1) PDF copy of the completed Geotechnical Investigation report signed by a Professional Engineer licensed to practice in the State of Colorado. Paper copies can be provided at your request.
8. The client, through their consultant, will provide an electronic base map for our use in preparing the soils report.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 3-21-23

**Submitter:** Mindy Maestas, DHS

**Submitted to the County Administration Office on:** 3-16-23

**Return Originals to:** Mindy Maestas & Jana Coen

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 3-16-23 Email Poll approval of Payroll Payment for H3C in the amount of \$2,193.31 with the Payroll Certification date as March 9, 2023.

**Justification or Background:**

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

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:** 3-15-2023

HOTLINE COUNTY CONNECTION CENTER  
PAYROLL CERTIFICATION  
MONTH: MARCH 2023

PAYROLL TYPE  
H3C

DATE

CHECK NUMBERS

AMOUNT

SALARY  
FRINGE  
OPERATING

03/09/23

3713

2,193.31

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY  
CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$2,193.31 ARE APPROVED TO BE PAID FROM THE  
HOTLINE COUNTY CONNECTION CENTER.

March 9, 2023

GRAND TOTAL \$

2,193.31

3-16-23

CHAIRMAN

3-16-23

Wendy Buxton Anderson

COMMISSIONER

3-16-23

Thomas Anderson

COMMISSIONER

DATE

DATE

3/16/2023

Janie Nichols

DIRECTOR

BALANCE AS OF 3/09/23

\$426,744.05



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 03/07/2023

**Submitter:** Michelle Hiigel, Land Use

**Submitted to the County Administration Office on:** 02/23/2023

**Return Originals to:** Michelle Hiigel, Land Use

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:**

Consider Approval of a Resolution Amending Guidelines and Regulations for Areas and Activities of State Interest of Prowers County by Amending Certain Provisions and Adding New Provisions regarding Exemptions; Definitions; Adopting of Designations and Regulations; Financial Security; Wind Energy Facilities; Solar Energy Facilities and Correct Typographical Errors.

**Justification or Background:** Public Hearing on proposed amendments and addition of regulations to the Guidelines and Regulations for Areas and Activities of State Interest of Prowers County (1041 Regulations), and adoption of said amendments.

**Fiscal Impact:** This item is budgeted in the following account code: None

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**RESOLUTION NO. 2023- \_\_\_\_\_**

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

**A RESOLUTION AMENDING GUIDELINES AND REGULATIONS FOR AREAS AND ACTIVITIES OF STATE INTEREST OF PROWERS COUNTY BY AMENDING CERTAIN PROVISIONS AND ADDING NEW PROVISIONS REGARDING EXEMPTIONS; DEFINITIONS; ADOPTION OF DESIGNATIONS AND REGULATIONS; FINANCIAL SECURITY; WIND ENERGY FACILITIES; SOLAR ENERGY FACILITIES AND CORRECT TYPOGRAPHICAL ERRORS.**

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

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

**WHEREAS**, the Board has specific authority to regulate and designate matters of state interest, including areas and activities of state interest and to adopt and amend guidelines and regulations for administration of areas and activities of state interest pursuant to the Areas and Activities of State Interest Act, C.R.S. § 24-65.1-101, *et seq.*, in Prowers County; and

**WHEREAS**, the Board has determined that the “Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado,” as amended, should be further amended as set forth on the attached “EXHIBIT A” (the “Amendments”); and

**WHEREAS**, legal notice of the hearing was scheduled on March 7, 2023, in conformance with the requirements of C.R.S. § 24-65.1-404(2)(a) was published in the *Lamar Ledger* on February 2, 2023, and said notice and materials relating to this matter, including the draft Amendments contained on “EXHIBIT A”, were made available to the public at the Prowers County Land Use Administrator and Board of County Commissioners office.

**WHEREAS**, on March 7, 2023, the Board conducted the public hearing to consider amending the Regulations as advertised, at which hearing various witnesses were heard and exhibits were presented for the Board's consideration, and testimony was taken from County staff and any and all persons desiring to appear and give such testimony and present evidence; and

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

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

2. That the public hearings were complete, that all pertinent facts, matters and issues were submitted, and all interested persons were heard at the hearing.
3. That all exhibits were received into evidence, which included:
  - a. Copies of the legal notice of the hearing scheduled for March 7, 2023;
  - b. Draft proposed Amendments to the Regulations are attached hereto as "EXHIBIT A;"
  - c. Testimony and exhibits presented by the general public and all interested persons, if any; and
  - d. Presentations made by County staff concerning the Amendments proposed to the Regulations as contained in "EXHIBIT A," including any additional minor revisions identified during the public review and hearing process.
4. That the Board has taken into consideration the following:
  - a. The proposed amendments are in conformance with the "Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado;" and
  - b. The changes requested promote the public necessity, health, safety and general welfare and is consistent with good land use and zoning practice.
5. That all requirements of law have been met.

**NOW THEREFORE, BE IT RESOLVED AND ORDERED:**

That the "Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado" as amended on August 17, 2006, and as further amended on October 24, 2017, are further amended as set forth in "EXHIBIT A," which is incorporated herein by this reference.

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

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

That the Prowers County Zoning Regulations, as amended on August 17, 2006, and as further amended on October 24, 2017, shall be supplemented, replaced, superseded or amended by the Amendments only as set forth in "EXHIBIT A;" shall constitute the now currently enacted and effective version; and shall be kept in the office of the Board of County Commissioners for Prowers County, Colorado, there to be made available for public inspection.

ADOPTED this 21<sup>th</sup> day of March, 2023, by the Board of County Commissioners of Prowers County, Colorado.

\_\_\_\_\_  
Ron Cook, Chairman

\_\_\_\_\_  
Wendy Buxton-Andrade, Vice-Chairman

\_\_\_\_\_  
Thomas Grasmick, Commissioner

ATTEST:

\_\_\_\_\_  
Jana Coen, County Clerk

**Proposed Amendments to the Guidelines and Regulations for Areas and Activities  
of State Interest of Prowers County**

**Amendment #1:**

1.105 Exemptions.

Add:

(6) The specific development or activity is to be on land wherein pivot corners of a property are non-contiguous 10 acres or less and public or private road access. Any exemption will run with the land.

**Amendment #2:**

1.110 Definitions.

(9) Pivot Corners: that portion of the land outside of the pivot's physical boundaries where water is provided to irrigate a particular field. Pivot corners are not irrigated by any method for crop production.

\*Renumber 9 to 10

**Amendment #3:**

1.307 Adoption of Designation and Regulations.

Add:

(2) (e) The balance of private property rights of the property owner with the mitigation of harm to the neighboring property(ies).

**Amendment #4:**

*Current Language:*

2.402 Financial Security.

(1) Before any permit is issued, the Permit Authority may, in its discretion, require the applicant to file a guarantee of financial security deemed adequate by the Permit Authority and payable to the County of Prowers.

Add:

Prowers County may require, as a condition of the permit, that the financial security shall be reviewed annually and adjusted, in the Permit Authority's discretion, in consultation with the applicant.

**Amendment #5:**

Repeal the current language of Section 6.303(3) and replace with the following language:

6.303 Submission Requirements.

(3) Wind Energy Facilities must meet the standards set forth in Section 18(w), Supplementary Regulations of the Prowers County Zoning Regulations. Applicant shall pay all fees associated with these 1041 Regulations.

**Amendment #6:**

A new Section 6.303(4) shall be added to Chapter 6, Article 3, with the following language:

(4) Solar Energy Facilities must meet the standards set forth in Section 18(x), Supplementary Regulations of the Prowers County Zoning Regulations. Applicant shall pay all fees associated with these 1041 Regulations.

**Amendment #7:**

Amend 2.202 to add a new (4) and renumber accordingly:

(4) For a Chapter 6 application involving Wind Energy Facilities and Solar Energy Facilities, the application fee shall be \$2,500 and the final fee shall be \$2 per acre with a true up at the end of the 1041 permit process to account for any difference in costs to the Permit Authority.

**Amendment #8:**

Amend 2.401 to add (3):

(3) For Wind Energy Facilities and Solar Energy Facilities, the development or activity must commence a minimum of five (5) years after the date the permit is issued. Permittee shall schedule an annual review with the Permit Authority to keep the Permit Authority apprised of the development of the project. Applicant may apply for extensions of the permit, as necessary.

**Amendment #9:**

Amend 2.402 to add (14):

(14) Upon request, the Permit Authority may require an applicant that is transferring a project to a public utility to provide a guarantee of financial security deemed adequate and payable to Prowers County in the form of cash, surety bond or other financial instrument acceptable to the Permit Authority ("Financial Assurance") within the first ten (10) years of the project and can be negotiated with the Permit Authority. The Financial Assurance shall be secured by the applicant or its successors and assigns, for the purpose of adequately performing decommissioning.

**Amendment #10:**

Amend 2.404 to add a new (3) and renumber accordingly:

(3) A 1041 Permit may be transferred or assigned in whole or in part with consideration of the Permit Authority in a scheduled public hearing. Approval of a transfer or assignment shall not be unreasonably withheld. Any proposed transferee or assignee shall certify that it is capable and willing to comply with all terms and conditions of the 1041 permit.

**Amendment #11:**

Amend 6.103(10) to fix typographical errors contained within the 1041 Regulations:

"Site Selection" means the process for determining the location of major facilities of a public utility or the expansion of existing major facilities of a public utility."

Amend 6.103(12) to fix typographical errors contained within the 1041 Regulations:

"Substation" means any facility designed to provide switching, voltage transformation, or voltage control required for the transmission of electricity.

**Amendment #12:**

Amend 6.103 to add the following definitions and renumber accordingly:

“Wind Energy Facilities” means wind-driven machines or turbines, including blades, towers, bases and pad transformers and associated equipment and structures that convert and connect wind energy into electrical power for the primary purpose of sale, resale or offsite use.

“Turbine Tip Height” means the height of the turbine measured from the base of the tower to the tip of the blade at a 12 o’clock position.

**Amendment #13:**

Amend 6.103 to add the following definitions and renumber accordingly:

“Solar Energy Facilities” means solar collector or other device that provides for the collection of sunlight for the conversion of sunlight to energy.