

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
March 7, 2023

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

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

WORK SESSION

9:00 a.m. Mark Westhoff and Faron Williams
- Garland Roofing Inspection Results

9:45 a.m. Nancy Eddleman, PMC Auxiliary
- Home Ec Building and Waiver of Fees

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

10:15 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

10:30 a.m. Rosana Reyes, Lamar Community College President
- LCC Update

11:00 a.m. Tera Bender
- Discussion Re: Seizures & CPR Class

11:15 a.m. Doug Harbour, 9-11 Tribute
- Fairgrounds Facility Agreement and Waiver of Fees
- Presentation of Certificate of Appreciation

11:30 a.m. Lindy Sharon, Southeast Colorado All Stars
- Fairgrounds Facility Agreement and Waiver of Fees

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

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

Public Appearances

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

1:10 p.m. Jana Coen, Prowers County Clerk, and Rose Pugliese, Esq.

- First Reading of An Ordinance Adopting the 2020 Edition of the Model Traffic Code for Colorado

1:30 p.m. Michelle Hiigel, Land Use Administrator

- Public Hearing Re: Adoption of Amendments to and the Addition of Regulations to the Guidelines and Regulations of Areas and Activities of State Interest of Prowers County (1041 Regulations).

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

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.
2. Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – February 2023.
3. Consider ratifying 2-23-2023 Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$1,173,410.24, Department of Human Services Payment of Bills Presented in the Amount of \$2232.58 and H3C in the amount of \$196.17.
4. Consider approval of Fairgrounds Home Ec Building Rental and Waiver of Fees for Prowers Medical Center Auxiliary Yard Sale, scheduled for May 6, 2023.
5. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Prowers County Southeast Colorado All Stars, event scheduled for April 27 through the April 30, 2023.
6. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Prowers County Sand & Sage Round-Up, event scheduled for August 5 through the August 12, 2023.
7. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Tri-State 9-11 Tribute Foundation, event scheduled for September 7 – 10, 2023
8. Consider approval of a County Credit Card Authorization Request for Megan Thrall, in the amount of \$1,000 for Nurse Family Partnership.
9. Consider to approve a Subdivision Exemption Application by Rudy Torres and Benjamin Torres in the S½NE¼ of Section 6, Township 22, Range 47 West, the 6th P.M. The request is to subdivide approximately 4.99 acres from the existing property of 35.10 acres. The property is located in an A-1 Irrigated Agriculture zone. This will be a First Subdivision. The application was approved by the Planning Commission on February 8, 2023.
10. Consider approval of Amendment to Independent Contract Agreement (Child Support) between David Anderson Law, LLC and the Board of County Commissioners of Prowers County.
11. Consider approval of Amendment to Independent Contract Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and the Board of County Commissioners of Prowers County.

12. Consider ratifying 2-27-23 Email Poll approval of Intergovernmental Grant Agreement for SLFRF between Prowers County and the State of Colorado – Department of Local Affairs totaling \$75,000 for IHOP-PLN059 Prowers County Regional Housing Planning Strategies through SECED, and authorizing BOCC Chairman to execute the document electronically.
13. Consider Approving Letters of Support to Senator John Hickenlooper and Senator Michael Bennet in support of the City of Lamar’s request for Congressionally Directed Spending funds for the Wastewater Treatment Plant Improvements Project.

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: 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 7th 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

EXHIBIT A

Amendment #1:

1.105 Exemptions.

Add:

(6) The specific development or activity is to be on land wherein pivot corners of a property are 10 acres or less.

Amendment #2:

1.110 Definitions.

(9) Pivot Corners: that portion of the land in center pivot irrigation that is not touched by irrigation water.

*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 Permitting 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.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 03-07-2023

Submitter: Gary Harbert

Submitted to the County Administration Office on: 03-02-2023

Return Originals to: Gary Harbert and Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of County Veterans Service Officer's Monthly Report and Certification of Pay – February 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):



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of Prowers Month of February 2023

| | |
|-----------------|----|
| Telephone Calls | 60 |
| Appointments | 18 |
| Outreach | |
| Total Served | 78 |

| | |
|-------------------|---|
| Surveys Submitted | 3 |
|-------------------|---|

Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

 34 hours per week or fewer

 X 35 hours per week or more

For the month of Feb., 2023 from Prowers County.

Gary Harbert
Signature of County Veterans Service Officer

3/2/2023
Date

Certification by County Commissioner or Designee

☐ In accordance with CRS 28-5-202, I hereby certify the appointment of our county veterans service officer.

☐ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

County Commissioner or Designee of

PROWERS County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month to:

*Colorado Division of Veterans Affairs East
cdvainfo@dmva.state.co.us*

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3-7-2023

Submitter: Sheryl Reifschneider, AP Director

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

Return Originals to: Jana Coen & Sheryl Reifschneider

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 2-23-2023 Email Poll approval for Payroll and AP Payment of Bills presented in the amount of \$1,173,410.24 and AP Payment for DHS and H3C Bills presented in the amount of \$2,428.75

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3-7-2023

Submitter: Sheryl Reifschneider AP Director

Submitted to the County Administration Office on: 1-18-23

Return Originals to: Jana Coen & Sheryl Reifschneider

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Home EC Building Rental Agreement and Waiver of Fees for Prowers Medical Center Auxiliary, event scheduled for May 6, 2023.

Justification or Background: Annual approval

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY HOME EC BUILDING
2206 SADDLE CLUB DRIVE, LAMAR, CO 81052
RENTAL AGREEMENT

| | |
|--|---|
| <p>Today's Date: <u>1-18-23</u></p> <p>Name: <u>PMC Auxiliary</u></p> <p>Address: <u>901 Willow Valley</u> <u>Lamar CO 81052</u></p> | <p>Date(s) of Events: <u>5-6-23</u></p> <p>Set Up Time: <u>9</u> <u>5-5-23</u> am pm ✓</p> <p>Event Starts: <u>8</u> am pm</p> <p>Finish Time: <u>2</u> am pm</p> <p>Phone: <u>719 688-2130</u></p> |
| Type of Event: <u>yard sale</u> | |

I agree to pay fees in the amount of \$ 25⁰⁰ or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Board of Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this agreement.

Nancy Eddleman
Sign

1-18-23
Date

For County Use Only:

Date Booking Fee Paid \$25.00: _____

Date Damage Deposit Paid \$150.00: _____

Date Rental Fee Paid \$150.00: _____

Liability Insurance received: Yes _____ No _____

Date: _____

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.*

PROWERS COUNTY HOME EC BUILDING RENTAL 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.
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 is due before an individual or entity may have their name placed on the Fairgrounds Calendar to reserve a facility at the Fairgrounds.
 - b) If the event does not go forward for whatever reason, the \$25.00 fee **WILL NOT BE REFUNDED**.
 - c) Remainder of fees and damage deposit must be submitted to the office no less than 10 working days prior to the date scheduled. **The 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; and assure payment, in full.
 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 a 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 \$150 will be charged for each additional day.
 9. 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.

10. 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.
11. 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.
12. 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, 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.
13. 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. 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.
14. 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, 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.
15. 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.
16. 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 including; portable generators, portable toilets, toilet paper and hand towel paper supplies, first aid supplies, etc.
17. 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 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 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 events end at 12:00 Midnight, no exceptions.

18. County assumes no responsibility for lost or stolen items.

19. **Alcohol is not allowed on the Fairgrounds at any time.**

20. **Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.**

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

Date: 1-18-23

Organization: RMC Auxiliary

Authorizing Agent Printed name: Nancy Eddleman

Authorizing Agent Signature: Nancy Eddleman

HOME EC. BUILDING CHECKLIST

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

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

KITCHEN CHECKLIST

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

PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS

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

non-profit

5-6-23
Date(s) of Event

Nancy Eddleman
Authorized Agent

1-18-23
Date

Request is approved with the following conditions:

Chairman
Prowers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Prowers County Board of Commissioners

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3-7-2023

Submitter: Sheryl Reifschneider AP Director

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

Return Originals to: Jana Coen & Sheryl Reifschneider

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Southeast Colorado All Stars, event Scheduled April 27-30, 2022

Justification or Background: Annual approval

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

| | |
|---|---|
| Today's Date: <u>8/24/2022</u> | Date(s) of Events: <u>4/28-30/2023</u> |
| Name of Organization: <u>Southeast Colorado All Stars</u> | Set Up Time: <u>4/27/23 1200</u> am <input checked="" type="radio"/> pm |
| Name & Address of Authorized Agent: <u>Lindy Sharon</u> <u>17508 County Road J</u> <u>Ordway, CO 81063</u> | Event Starts: <u>4/28/23 1:00</u> am <input checked="" type="radio"/> pm |
| Phone: <u>719-468-8716</u> | Finish Time: <u>4/30/23 5:00</u> am <input checked="" type="radio"/> pm |
| Sales Tax ID: _____ | <input checked="" type="checkbox"/> Arena <input checked="" type="checkbox"/> Home Ec |
| | <input type="checkbox"/> Centennial <input checked="" type="checkbox"/> Pavilion |
| Type of Event: <u>Junior High/High School Rodeo</u> | |

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


Authorized Agent

8/24/2022
Date

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

Rental Approved:

Maintenance & Facilities Director

2-7-23
Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

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

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

Liability Insurance received: Yes ___ No ___ Date: _____

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: 8/24/22

Organization: Southeast Colorado All Stars

Authorizing Agent Printed name: Lindy Sharon

Authorizing Agent Signature: 

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: Shawn Schultz, DJ Weber

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

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

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

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

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

FEE SCHEDULE

| Facillties Requested | NFP Not For Profit | Resident Commercial For Profit | Non-Resident Commercial For Profit | # of days/head of livestock | Total |
|---|--|--------------------------------------|--|-----------------------------------|------------------------------|
| Arena Rent Daily | \$150 | \$300 | \$970 | | |
| Pavilion Rent Daily | \$150 | \$300 | \$970 | | |
| Home Economics' Bldg. Rent Daily | \$225 | \$225 | \$425 | | |
| Vaqueros Bldg. Rent Daily | \$225 | \$225 | \$425 | | |
| Use of Parking Lots Arena Lot /Grounds Daily | | | \$210 | | |
| Overnight Boarding (Arena Pens) Daily | \$5/Head | \$5/Head | \$10/head | | |
| * Pavillion Boarding Rodeo Events Minimum Fee Daily | \$10 <i>Contingent on org. cleaning</i> | \$30 | \$40 | 50/50 | split with PC |
| R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only Daily | \$20 | \$20 | \$30 | | \$15 to PC \$5 to org. |
| Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY Daily | \$10 | \$10 | \$20 | | 50/50 split with PC |
| Elmer's Garden Daily | \$0.00 | \$0.00 | \$0.00 | | |
| Cleaning/Damage Deposit (Due 10 days prior to use) | \$75 | \$75 | \$125 | | |
| TOTAL (DUE 10 DAYS PRIOR TO USE) | | | | | \$ |

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

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

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

This event has been held at Lamar, CO Sand-Sage arena as an annual event for the rodeo kids through-out Colorado. We are requesting a waiver of fees to help defer the some of the expenses. The club has a good history and working relationship with the management of the grounds. We clean up trash and make sure all the stalls are cleaned prior to leaving. We are very thankful for all the assistance you have given us in the past!

April 28-30th, 2023

Date(s) of Event

LINDY SHARON
Authorized Agent

2/28/23
Date

Request is approved with the following conditions:

Date: _____

Chairman
Prowers County Board of Commissioners

Request is denied for the following reason:

Date: _____

Chairman
Prowers County Board of Commissioners

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

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

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Fees and deposits

- a) **A non-refundable booking fee of \$25.00 per event must be paid when each event is scheduled.**
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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.
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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.
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PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

| Facilities Requested | NFP Not For Profit | Resident Commercial For Profit | Non-Resident Commercial For Profit | # of days/head of livestock | Total |
|--|---|--------------------------------------|--|-----------------------------------|------------------------------|
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| Pavilion Rent <i>Daily</i> | \$150 | \$300 | \$970 | | |
| Home Economics' Bldg. Rent <i>Daily</i> | \$225 | \$225 | \$425 | | |
| Vaqueros Bldg. Rent <i>Daily</i> | \$225 | \$225 | \$425 | | |
| Use of Parking Lots Arena Lot /Grounds <i>Daily</i> | | | \$210 | | |
| Overnight Boarding (Arena Pens) <i>Daily</i> | \$5/Head | \$5/Head | \$10/head | | |
| * Pavillion Boarding Rodeo Events Minimum Fee <i>Daily</i> | \$10 <i>Contingent on org. cleaning</i> | \$30 | \$40 | 50/50 | Split with PC |
| R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i> | \$20 | \$20 | \$30 | | \$15 to PC \$5 to org. |
| Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i> | \$10 | \$10 | \$20 | | 50/50 split with PC |
| Elmer's Garden <i>Daily</i> | \$0.00 | \$0.00 | \$0.00 | | |
| Cleaning/Damage Deposit (Due 10 days prior to use) | \$75 | \$75 | \$125 | | |
| TOTAL (DUE 10 DAYS PRIOR TO USE) | | | | | \$ |

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

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

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

This event has been held at Lamar, CO Sand-Sage arena as an annual event for the rodeo kids throughout Colorado. We are requesting a waiver of fees to help defray the some of the expenses. The club has a good history and working relationship with the management of the grounds. We clean up trash and make sure all the stalls are cleaned prior to leaving. We are very thankful for all the assistance you have given us in the past!

April 28-30th, 2023

Date(s) of Event

LINDY SHARON

Authorized Agent

2/28/23
Date

Request is approved with the following conditions:

Date: _____

Chairman

Prowers County Board of Commissioners

Request is denied for the following reason:

Date: _____

Chairman

Prowers County Board of Commissioners

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3-7-2023

Submitter: Sheryl Reifschneider AP Director

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

Return Originals to: Jana Coen & Sheryl Reifschneider

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Sand & Sage Round-Up, event scheduled for August 5-12, 2023.

Justification or Background: Annual approval

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

| | |
|---|---|
| Today's Date: <u>1-4-23</u> | Date(s) of Events: <u>August 5-12, 2023</u> |
| Name of Organization: <u>Sand & Sage Round-Up</u> | Set Up Time: <u>7:00</u> <u>am</u> <u>pm</u> |
| Name & Address of Authorized Agent: <u>301 South Main</u> <u>Suite 215</u> <u>Lamar CO 81052</u> | Event Starts: _____ am pm |
| Phone: <u>719-688-1088</u> | Finish Time: <u>12:00</u> <u>am</u> <u>pm</u> |
| Sales Tax ID: _____ | <input checked="" type="checkbox"/> Arena <input checked="" type="checkbox"/> Home Ec |
| | <input checked="" type="checkbox"/> Centennial <input checked="" type="checkbox"/> Pavilion |
| Type of Event: _____ | |

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

Cindy Bennett
Authorized Agent

1-4-23
Date

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

Rental Approved:

Erson Williams
Maintenance & Facilities Director

2-22-23
Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

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

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

Liability Insurance received: Yes ___ No ___ Date: _____

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

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

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis. Holiday use of the Fairgrounds is subject to approval by the Commissioners. All County holidays are observed by County Maintenance Personnel. No Prowers County Personnel will be made available to users over County approved Thanksgiving and Christmas holidays. Additional fees will be assessed for events scheduled on holidays. Overtime charges for County Maintenance Personnel at a rate of two times the normal hourly rate will be charged for holiday events in addition to regular fees and charges with the exceptions described previously in this paragraph.
3. Use of all facilities shall be scheduled through the Prowers County Administration Office only.
Fees and deposits
 - a) **A non-refundable booking fee of \$25.00 per event must be paid when each event is scheduled.**
 - b) The \$25.00 booking fee is due before an individual or entity may have their name placed on the Fairgrounds Calendar to reserve a facility at the Fairgrounds.
 - c) If the event does not go forward for whatever reason, the \$25.00 fee **WILL NOT BE REFUNDED.**
 - d) Remainder of fees and security deposit must be submitted to the office no less than 10 working days prior to the date scheduled. (Commercial users: fees must be paid in certified funds.) **The security/damage deposit is required and due from all users whether use fees are waived or not.** Failure to pay fees 10 working days prior to event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from Prowers County. **Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.**
4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; assure payment, in full, of all charges for space and equipment requested; and ensure that all promotion and advertising of events involving the use of the facilities shall identify the individual or group sponsor of the event.
5. The cleanup and damage deposit must be paid 10 working days prior to the scheduled event. Said deposit shall be utilized by the county, if at all, for cleanup of the rented premises and repair of damages to same made necessary by the User's rental of the premises. In the event that the User performs cleanup of the premises in a suitable manner; said deposit will be reviewed for return to the User at the next regularly scheduled meeting of the Commissioners. **User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.**
6. In case of cancellation, fees will be refunded (less booking fee) if notice of cancellation is received 10 working days prior to scheduled use. If the event is 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: 1-4-23

Organization: Sand & Sage Round-Up

Authorizing Agent Printed name: Cindy Bennett

Authorizing Agent Signature: Cindy Bennett

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

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

On behalf of Sand & Sack Round-Up, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

The event is the county fair and the fair board does not have the funds to rent the entire fairgrounds for a week.

August 5-12, 2023
Date(s) of Event

Cindy Bennett
Authorized Agent

1-4-23
Date

Request is approved with the following conditions:

Chairman
Powers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Powers County Board of Commissioners

Date: _____

Sheryl Reifschneider

From: Sheryl Reifschneider
Sent: Wednesday, January 4, 2023 11:54 AM
To: Mark Westhoff; Rose Pugliese; Ron Cook; Tom Grasmick; Wendy Buxton-Andrade
Subject: Sand & Sage Fair

Good morning! Cindy Bennett brought in the Fairgrounds Agreement for the fair and she stated she didn't want to attend the Board Meeting when this is approved. She said you can give her a call if you need. Thank you!

Sheryl Reifschneider

Prowers County Admin Office
AP Director/ County Website
(719)336-8025

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3-7-2023

Submitter: Sheryl Reifschneider AP Director

Submitted to the County Administration Office on: 2-27-23

Return Originals to: Jana Coen & Sheryl Reifschneider

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Tri-State 9/11 Tribute Foundation, event scheduled for September 7-10, 2023.

Justification or Background: Annual approval

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

| | |
|---|---|
| Today's Date: <u>2/2/23</u> | Date(s) of Events: <u>Sept 7, 8, 9, 10/2023</u> |
| Name of Organization: <u>Annual Tri State Tribute</u> | Set Up Time: <u>Sept. 7, 2023</u> (am) pm |
| Name & Address of Authorized Agent: <u>Terry Comer President</u> <u>608 E Cedar Lamar Co.</u> <u>91052</u> | Event Starts: <u>Sept 9, 2023</u> am pm |
| Phone: <u>719-688-0668</u> | Finish Time: <u>Sept. 10th 2023</u> am pm |
| Sales Tax ID: <u>30-0840632</u> | <input checked="" type="checkbox"/> Arena <input checked="" type="checkbox"/> Home Ec |
| | <input checked="" type="checkbox"/> Centennial <input checked="" type="checkbox"/> Pavilion |
| Type of Event: <u>911 Tribute to All 1st Responders, and military</u> | |

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

Terry Comer
Authorized Agent

12/12/2022
Date

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

Rental Approved:

Aaron Williams
Maintenance & Facilities Director

2-22-23
Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

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

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

Liability Insurance received: Yes ___ No ___ Date: _____

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

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

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

Organization: Annual TN State Tribute.

Authorizing Agent Printed name: Terry Comer Day Harbour

Authorizing Agent Signature: Terry Comer

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

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

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

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

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

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

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

REGISTERED RODEO EVENTS:

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

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

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

The event organizer is responsible for ensuring the following:

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

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

USE OF THE PROWERS COUNTY FAIRGROUNDS R.V.

ELECTRIC PEDESTALS

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

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

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

HOME EC. BUILDING CHECKLIST

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

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

HOME EC. BUILDING KITCHEN CHECKLIST

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

PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS

On behalf of Annual Tri State Tribute, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We honor 1st Responders and military, we are a not for profit Org. And all money are donations only

9/9/2023

Date(s) of Event

Terry Comer Day
Authorized Agent

12/12/2022

Date

Request is approved with the following conditions:

Chairman

Prowers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman

Prowers County Board of Commissioners

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3-7-23

Submitter: Meagan Hillman-Director PH

Submitted to the County Administration Office on: 2-21-23

Return Originals to: Sheryl Reifschneider & Meagan Hillman

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Credit Card Authorization for Megan Thrall in the amount of \$1,000.00 for the Nurse Family Partnership Department.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

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 to approve a Subdivision Exemption Application by Rudy Torres and Benjamin Torres in the S½NE¼ of Section 6, Township 22, Range 47 West, the 6th P.M. The request is to subdivide approximately 4.99 acres from the existing property of 35.10 acres. The property is located in an A-1 Irrigated Agriculture zone. This will be a First Subdivision. The application was approved by the Planning Commission on February 8, 2023.

Justification or Background:

Rudy and Benjamin Torres are requesting to subdivide 4.99 acres, from their existing 35.10 acres, to sell to Megan and Casey Baanhofman. The Baanhofmans intend to build a home on the property. Prosperity Lane Water/Sewer Association approved the Baanhofman's application for a water on February 13, 2023. The Baanhofman's will install a septic system for sewage. Access to the property will be from County Road 2.

Fiscal Impact: \$100.00 application fee.

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.

Benjamin Torres
Randy Kean
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: Rody Torres and Benjamin Torres

Address: 1750 CR 44, Lamar, WY 81052

Telephone Number: 719-688-7361 Email: jruideinc@outlook.com

Applicant's Representative: _____

Address: _____

Telephone Numbers: _____ Email: _____

Surveyor or Engineer: _____ Telephone: _____

Location of Subdivision:

Subdivision (1st, 2nd, etc.) 1st Sub

Quarter 5/2NE1/4

Section 6 Township 23 Range 47 or

Lot _____ Block _____ Subdivision _____

>>>>>>>>Attach Copy of Deed<<<<<<<<<

Tax parcel number of property (County Assessor's Records) 8000 33641
~~Parcel #1~~

Current land classification as per Assessor's Records _____

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 Residential

Proposed Water Source Prosperity Lane

Proposed Means of Sewage Disposal Septic

Proposed Road Access CR . 2

Proposed Lot Size 4.99

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

Prowers County Planning Commission, Chair

[Signature]

Dated this 8 day of February, 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__

Reception No. _____ Recorder.
Recorded at _____ o'clock _____ M.

WARRANTY DEED

RECORDER'S STAMP

THIS DEED, Made this **1ST** day of **JUNE**, 19**95**
between

WES BARBER AND GAIL BARBER

of the _____ County of **PROWERS** and State of
Colorado, grantor(s), and

RUDY TORRES AND BENJAMIN TORRES

whose legal address is **1750 COUNTY ROAD HH
LAMAR, CO 81052**

of the _____ County of **PROWERS** and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of
TEN AND OTHER GOOD AND VALUABLE CONSIDERATIONS _____ DOLLARS.
the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents
do grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but
in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the _____ County
of **PROWERS** and State of Colorado, described as follows:

**PARCEL NO. 1 OF BOUNDARY SURVEY OF N1/2E1 AND S1/2E1 OF SECTION 6,
TOWNSHIP 23 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
ACCORDING TO THE SURVEY RECORDED ON JULY 8, 1994 AT RECEPTION NO.
465653 OF THE PROWERS COUNTY CLERK AND RECORDER RECORDS,
COUNTY OF PROWERS,
STATE OF COLORADO**

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, 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 grantor(s), 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 grantees, their heirs
and assigns forever. And the grantor(s), for them selves their heirs and personal representatives do covenant,
grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the sealing and delivery of these
presents they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate
of inheritance, in law, in fee simple, and have 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, encumbrances and restrictions of whatever kind or nature soever, except easements, right of ways,
mineral reservations of record, 1995 taxes and thereafter.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable
possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part
thereof.

IN WITNESS WHEREOF the grantor(s) have executed this deed on the date set forth above.

Wes Barber
WES BARBER

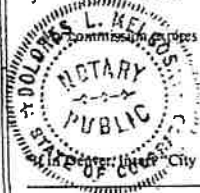
Gail Barber
GAIL BARBER

STATE OF COLORADO

County of **PROWERS**

The foregoing instrument was acknowledged before me this **1ST** day of **JUNE**, 19**95**
by **WES BARBER AND GAIL BARBER**

JANUARY 16, 1996. Witness my hand and official seal.



Dolores L. Melgosa
DOLORES L. MELGOSA
312 S. MAIN LAMAR, CO 81052

Name and Address of Person Creating Newly Created Legal Description (128-35-106.5, C.R. 6)

469097

\$ 1.50 Doc Fee

Reception #: 469097 Date: 6/1/95 2:30 PM
Dorothy J. McCaslin, Recorder Prowers County

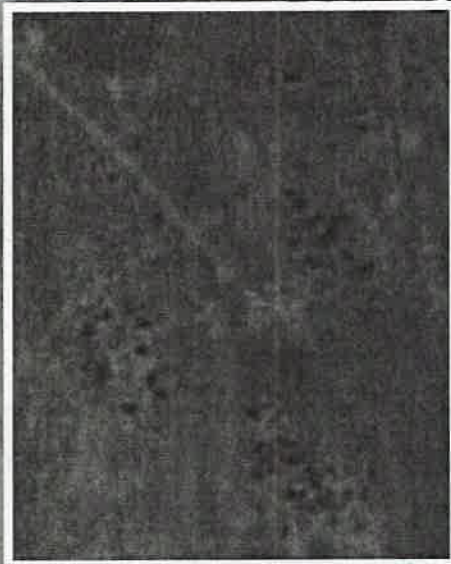
FILE DOCUMENTARY FEE
Date: June 1, 1995
1.50

**TORRES
RUDY G
& JUDY V**

**PRIDDY
EUGENE D &
CYNTHIA**

**TORRES
RUDY
ETAL &
BENJAMIN**

County Rd 2



Henderson Thomas

800045011

Hiner Rex 800032714

800044980

Henderson Thomas

Henderson Thomas 800027272

Priddy 973061011

Torres 973061020

Torres Rudy 800027270

Torres Rudy

800027275

351-3

Proposed Subdivision

64396 acres

Torres 800033641

360

Bishop 800033642

Torres Rudy 800027275

800057110
Erick David

Hiner Rex 800032714

Hiner Rex

Hiner Rex

800032720

**PROSPERITY LANE COMMUNITY WATER & SEWER ASSN.
APPLICATION FOR NEW
MEMBERSHIP**

Date 1/24/2023
Name Casey and Megan Baerhofman
Current Mailing Address [REDACTED]
Phone Number [REDACTED]

Membership Requested: Circle One

Water Only ☒ Sewer Only ☐ Water/Sewer ☐

Purpose for Service:

Domestic/Household ☐ Other - Specify Purposes ☐

PROPOSED SERVICE LOCATION

Township 23 Range 47 Section 6 Quarter ☐

Address CR 2. & HH

Billing Address [REDACTED]

Desired Date for Beginning Service DBT

I hereby request water and/or sewer service from the Prosperity Lane Community Water & Sewer Assn. and herewith make application for membership(s) to said Association. I agree to be bound by the By-Laws of the Association and any amendments thereto together with the policies of the Association that are established by the Board of Directors. By signing said Application, I understand and agree to the "Terms and Conditions" set forth in the rules and regulations.

[Signature] Date 1/25/2023
Applicant Signature

Upon approval by the Board of Directors, the above signed-applicant hereby becomes a member of Prosperity Lane Water & Sewer Assn., a non-profit association organized under the statutes of the State of Colorado. Approval of this application expires 12 months from the date of issue.

[Signature] Date 2/13/23
Prosperity Lane Community

Letter of Consent

We, the undersigned, as owners of an interest in the property, agree to the subdivision of property in the Subdivision Application submitted to Prowers County Land Use.

Judy Torres
Judy Torres

Ian Torres
Ian Torres

547766

QUITCLAIM DEED

THIS DEED, made this 18th day of January, 2019, between

RUDY TORRES

of the County of **PROWERS** and State of **COLORADO**, Grantors and

whose legal address is: **RUDY TORRES, JUDY TORRES AND IAN TORRES**
1750 COUNTY ROAD HH
LAMAR, COLORADO 81052

of the County of **PROWERS** and State of **COLORADO**, Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of TEN AND OTHER
GOOD AND VALUABLE CONSIDERATIONS DOLLARS, the receipt and
sufficiency of which is hereby acknowledged, have remise, released, sold and QUITCLAIMED, and by
these presents do remise, release, sell and QUITCLAIMED unto the grantee, their heirs, successors and
assigns forever, not in tenancy in common, but in joint tenancy, all the right, title, interest, claim and demand
which the grantor has in and to the real property, together with improvements, if any, situate, lying and being
in the County of **PROWERS** and State of Colorado, described as follows:

IT IS THE INTENTION OF THE GRANTOR TO CONVEY ALL OF HIS UNDIVIDED INTEREST IN
AND TO THE FOLLOWING DESCRIBED PROPERTY.

PARCEL #1

PARCEL NO. 1 OF BOUNDARY SURVEY OF N $\frac{1}{4}$ SE $\frac{1}{4}$ AND S $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 6,
TOWNSHIP 23 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING
TO THE SURVEY RECORDED ON JULY 8, 1994 AT RECEPTION NO. 465653 OF THE
PROWERS COUNTY CLERK AND RECORDER RECORDS
COUNTY OF PROWERS, STATE OF COLORADO.

PARCEL #2

PARCELS NO. 3, 4 AND 5 BOUNDARY SURVEY OF N $\frac{1}{4}$ SE $\frac{1}{4}$ AND S $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 6,
TOWNSHIP 23 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING
TO THE SURVEY RECORDED ON JULY 8, 1994 AT RECEPTION NO. 465653 OF THE
PROWERS COUNTY CLERK AND RECORDER RECORDS
COUNTY OF PROWERS, STATE OF COLORADO.

also known by street and number as:

STATE DOCUMENTARY FEE

Date JAN 25 2019

\$ 100

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances 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
, their heirs and assigns forever.

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

STATE OF COLORADO

COUNTY OF PROWERS


} ss


RUDY TORRES

The foregoing instrument was acknowledged before me this 18TH day of JANUARY, 2019,
by RUDY TORRES

My commission expires: DECEMBER 31, 2019

TONYA BEAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034043544
MY COMMISSION EXPIRES DECEMBER 31, 2019


NOTARY PUBLIC TONYA BEAN
121 SOUTH MAIN STREET
LAMAR, COLORADO 81052

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3/7/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 2/27/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Amendment to Independent Contract Agreement (Child Support) between David Anderson Law, LLC and the Board of County Commissioners of Prowers County.”

“Consider approval of Amendment to Independent Contract Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and the Board of County Commissioners of Prowers County.”

Justification or Background:

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

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

Approved by the County Attorney on: 2/25/23

Additional Approvals (if required):

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

THANK YOU!

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
(Child Support)

THIS AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (Child Support) ("Amendment") is effective beginning the 1st day of March 2023, and is by and between the Board of County Commissioners of Prowers County ("County"), and David Anderson Law, LLC, FIEN #88-2895922, 355 Eastman Park Drive, Ste. 200, Windsor, CO 80550 ("Contractor").

WHEREAS, County and Contractor are parties to the certain Independent Contractor Agreement (Child Support), dated the 1st day of August, 2022 (the "Agreement") and the parties now desire to amend the Agreement as set forth in the Amendment.

Accordingly, the parties now hereby agree as follows:

1. Modification of Compensation. Section 2(a) of the Agreement is hereby amended so that the flat attorney fee of \$3,200.00 per month shall be increased to \$3,800.00 per month.
2. Miscellaneous. Except as amended by the Amendment, the terms and provisions of the Agreement shall remain unmodified and shall continue in full force and effect, and County and Independent Contractor hereby ratify and affirm all their respective rights and obligations under the Agreement. In the event of any conflict between the Amendment and the Agreement, this Amendment shall govern. The terms and provisions of the Amendment, together with the Agreement shall constitute all the terms and provisions to which County and Independent Contractor have agreed with respect to the subject thereof, and there are no other terms and provisions, oral or written, that apply to the Agreement other than as set forth herein and in the Agreement.

Executed and Effective on the date first indicated above.

CONTRACTOR
DAVID ANDERSON LAW, LLC

Contractor FEIN #88-2895922

By: 

David Anderson, Owner
355 Eastman Park Drive, Ste. 200
Windsor, CO 80550

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

DEPARTMENT OF HUMAN
SERVICES OF PROWERS COUNTY

By: _____
CHAIRMAN

By: _____
DIRECTOR

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3/7/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 2/27/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Amendment to Independent Contract Agreement (Child Support) between David Anderson Law, LLC and the Board of County Commissioners of Prowers County.”

“Consider approval of Amendment to Independent Contract Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and the Board of County Commissioners of Prowers County.”

Justification or Background:

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

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

Approved by the County Attorney on: 2/25/23

Additional Approvals (if required):

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

THANK YOU!

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
(Child Welfare, Adult Protection, Juvenile Delinquency)

THIS AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (Child Welfare, Adult Protection, Juvenile Delinquency) ("Amendment") is effective beginning the 1st day of March, 2023 and is by and between the Board of County Commissioners of Prowers County ("County"), and David Anderson Law, LLC, FIEN #88-2895922, 355 Eastman Park Drive, Ste. 200, Windsor, CO 80550 ("Contractor").

WHEREAS, County and Contractor are parties to the certain Independent Contractor Agreement (Child Support), dated the 1st day of August, 2022 (the "Agreement") and the parties now desire to amend the Agreement as set forth in the Amendment.

Accordingly, the parties now hereby agree as follows:

1. Modification of Compensation. Section 2(a) of the Agreement is hereby amended so that the flat attorney fee of \$7,500.00 per month shall be increased to \$8,100.00 per month.
2. Miscellaneous. Except as amended by the Amendment, the terms and provisions of the Agreement shall remain unmodified and shall continue in full force and effect, and County and Independent Contractor hereby ratify and affirm all their respective rights and obligations under the Agreement. In the event of any conflict between the Amendment and the Agreement, this Amendment shall govern. The terms and provisions of the Amendment, together with the Agreement shall constitute all the terms and provisions to which County and Independent Contractor have agreed with respect to the subject thereof, and there are no other terms and provisions, oral or written, that apply to the Agreement other than as set forth herein and in the Agreement.

Executed and Effective on the date first indicated above.

CONTRACTOR

Contractor FEIN #88-2895922

DAVID ANDERSON LAW, LLC

By: 

David Anderson, Owner
355 Eastman Park Drive, Ste. 200
Windsor, CO 80550

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

DEPARTMENT OF HUMAN
SERVICES OF PROWERS COUNTY

By: _____
CHAIRMAN

By: _____
DIRECTOR

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 03/07/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 02/28/2023

Return Originals to: Jana Coen, BOCC Secretary

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 2-27-23 Email Poll approval of Intergovernmental Grant Agreement for SLFRF between Prowers County and the State of Colorado – Department of Local Affairs totaling \$75,000 for IHOP-PLN059 Prowers County Regional Housing Planning Strategies through SECED, and authorizing BOCC Chairman to execute the document electronically.

Justification or Background:

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

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

Approved by the County Attorney on: 02/25/2023

Additional Approvals (if required):

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

THANK YOU!

State of Colorado Intergovernmental Grant Agreement for SLFRF

COVER PAGE

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|-------------------|---|--|------------------------|-------------|--|------------|------------------------|--|--|--|------------------------|--------|--|--------|------------------------|--------|--|--------|------------------------|--------|--|--------|---|--------------------|--|-------------------|--|--|
| State Agency DEPARTMENT OF LOCAL AFFAIRS | | Agreement CMS Number 180825 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Grantee Prowers County | | CORE Doc ID Number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SAM UEI Number Y8C4HSXY95M6 | | Agreement Performance Beginning Date The later of the Effective Date or January 30, 2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agreement Maximum Amount <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Initial Term</td> <td style="width: 30%;"></td> <td style="width: 30%; text-align: right;">Retainage (5%)</td> <td style="width: 10%;"></td> </tr> <tr> <td>State Fiscal Year 2023</td> <td style="text-align: right;">\$75,000.00</td> <td></td> <td style="text-align: right;">\$3,750.00</td> </tr> <tr> <td colspan="4">Extension Terms</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total for All State Fiscal Years</td> <td style="text-align: right;">\$75,000.00</td> <td></td> <td style="text-align: right;">\$3,750.00</td> </tr> </table> | | Initial Term | | Retainage (5%) | | State Fiscal Year 2023 | \$75,000.00 | | \$3,750.00 | Extension Terms | | | | State Fiscal Year 20xx | \$0.00 | | \$0.00 | State Fiscal Year 20xx | \$0.00 | | \$0.00 | State Fiscal Year 20xx | \$0.00 | | \$0.00 | Total for All State Fiscal Years | \$75,000.00 | | \$3,750.00 | Agreement Expiration Date March 31, 2024 | |
| Initial Term | | Retainage (5%) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State Fiscal Year 2023 | \$75,000.00 | | \$3,750.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extension Terms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State Fiscal Year 20xx | \$0.00 | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State Fiscal Year 20xx | \$0.00 | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State Fiscal Year 20xx | \$0.00 | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total for All State Fiscal Years | \$75,000.00 | | \$3,750.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agreement Authority This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds made available pursuant to the Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan (Pub L. No. 117-2 (March 11, 2021)). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agreement Title and Purpose <u>IHOP-PLN059 Prowers County Regional Housing Planning Strategies</u> The Project consists of the regional implementation of land use/zoning code and policy updates to incentivize and/or reduce barriers to affordable housing development in the South Eastern region of Colorado. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Sample Option Letter. 3. Exhibit C, Budget. 4. Exhibit D, Federal Provisions. 5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 6. Exhibit F, SLFRF Subrecipient Quarterly Report 7. Exhibit G, SLFRF Reporting Modification Form <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit D, Federal Provisions 2. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 3. Colorado Special Provisions in §17 of the main body of this Agreement 4. Any executed Amendment or Option Letter/Exhibit B to this Agreement 5. The provisions of the other sections of the main body of this Agreement 6. Exhibit A, Statement of Work 7. Exhibit C, Budget 8. Exhibit F, SLFRF Subrecipient Quarterly Report 9. Exhibit G, SLFRF Reporting Modification Form | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Principal Representatives For the State: Chantal Unfug, Director, Division of Local Government Department of Local Affairs 1313 Sherman Street, Room 521 Denver, CO 80203 chantal.unfug@state.co.us </td> <td style="width: 50%; vertical-align: top;"> For Grantee: Ron Cook, Board Chair Prowers County 201 S Main St, Suite 215 Lamar, CO 81052 rcook@prowerscounty.net </td> </tr> </table> | | | | Principal Representatives For the State: Chantal Unfug, Director, Division of Local Government Department of Local Affairs 1313 Sherman Street, Room 521 Denver, CO 80203 chantal.unfug@state.co.us | For Grantee: Ron Cook, Board Chair Prowers County 201 S Main St, Suite 215 Lamar, CO 81052 rcook@prowerscounty.net | | | | | | | | | | | | | | | | | | | | | | | | | | |
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IHOP-PLN059 Prowers County Regional Housing Planning Strategies

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

| | |
|--|---|
| Federal Awarding Agency | US Department of the Treasury |
| Grant Program | Coronavirus State and Local Fiscal Recovery Funds |
| Assistance Listing Number | 21.027 |
| Federal Award Number | SLFRP0126 |
| Federal Award Date * | May 18, 2021 |
| Federal Award End Date | December 31, 2024 |
| Federal Statutory Authority | Title VI of the Social Security Act, Section 602 |
| Total Amount of Federal Award (<i>this is <u>not</u> the award amount of this Intergovernmental Grant Agreement</i>) | \$3,828,761,790 |

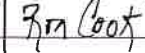
* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

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IHOP-PLN059 Prowers County Regional Housing Planning Strategies

SIGNATURE PAGE**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT****GRANTEE
PROWERS COUNTY**

DocuSigned by:



D4E4349F583143A...

By: Ron CookTitle: BOCC ChairmanDate: 2/27/2023 | 2:26 PM PST**STATE OF COLORADO**

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

Rick M. Garcia, Executive Director

DocuSigned by:

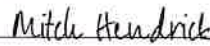


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By: Rick M. Garcia, Executive Director

Date: 2/28/2023 | 3:33 PM MST**DEPARTMENT OF LOCAL AFFAIRS****PROGRAM REVIEWER**

DocuSigned by:



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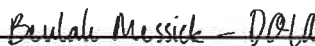
By: Mitch Hendrick, IHOP Program Manager

Date: 2/28/2023 | 2:40 PM MST

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the "Effective Date").

STATE CONTROLLER**Robert Jaros, CPA, MBA, JD**

DocuSigned by:



080ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs**Effective Date:** 2/28/2023 | 7:28 PM MST

VCUST# 14284 ADDR CODE CN001 EFT DLG Portal # IHOP-PLN059

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PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 03/07/2023

Submitter: Mark Westhoff

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

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 Letters of Support to Senator John Hickenlooper and Senator Michael Bennet in support of the City of Lamar's request for Congressionally Directed Spending funds for the Wastewater Treatment Plant Improvements Project.

Justification or Background:

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

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

Approved by the County Attorney on: N/A

Additional Approvals (if required):

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

THANK YOU!



Board of County Commissioners

Prowers County

301 South Main, Suite 215
Lamar, Colorado 81052-2857
(719) 336-8025 FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

March 7, 2023

Senator Michael Bennet
Southeast & Arkansas Valley Office
129 West B Street
Pueblo, CO 81003

RE: City of Lamar Wastewater Treatment Plant Improvements Project

Dear Senator Bennet,

The Board of County Commissioners for Prowers County, Colorado, is pleased to write this letter in support of appropriating Congressionally Directed Spending (CDS) funds for the City of Lamar Wastewater Treatment Plant Improvements Project. CDS funds would allow this rural community to commence Phase I of the WWTP Improvements Project. Phase I includes environmental clearance, field survey, geotechnical investigation, historical structure and archaeological artifact review, process design, and CDPHE permitting.

The Lamar WWTP Improvements Project will protect public health and the environment, promote economic development, and mitigate financial impacts to the economic hub of Prowers County. We understand the City of Lamar is currently unable to receive additional wastewater from planned residential and commercial developments, including hotels, commercial properties, agricultural processing, and transportation and commerce support infrastructure. Recognizing this project's importance, it is a top priority for the County to encourage future development and rural job creation within Prowers County.

The Board of County Commissioners for Prowers County, Colorado, encourage you to support this important project. Your advocacy will significantly benefit Prowers County and help make this project a reality. Thank you for your consideration.

Sincerely,

Board of County Commissioners for Prowers County, Colorado

Ron Cook, Chair

Wendy Buxton-Andrade, Vice-Chair

Thomas Grasmick, Commissioner



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

March 7, 2023

Senator John Hickenlooper
Colorado Springs Office
102 South Tejon Street
Suite 930
Colorado Springs, CO 80903

RE: City of Lamar Wastewater Treatment Plant Improvements Project

Dear Senator Hickenlooper,

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Board of County Commissioners for Prowers County, Colorado

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