

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
MAY 21, 2024**

**LAND USE CONFERENCE ROOM
PROWERS COUNTY ANNEX – 1001 S. MAIN STREET, LAMAR, CO 81052**

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

WORK SESSION

9:00 a.m. Judy Wittman, Prowers County Treasurer
- Updates

9:15 a.m. Staffon Warn, Prowers County Rural Fire
Judy Wittman, Prowers County Treasurer
- Property Tax Backfill Discussion

10:00 a.m. Steve Pecharich, CTSI Loss Control Representative
- Introduction and 5 year claim recap

10:30 a.m. Mark Carrigan, CNJ Holdings, Inc
- Economic Incentive Discussion

11:00 a.m. Melissa Bower, Edward Jones Financial Advisor
- Economic Incentive Request

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

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 May 7, 2024 Meeting Minutes

PUBLIC APPEARANCES

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

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

ACTION ITEMS:

1. Consider approval of appointing one (1) Member to the Deadman Drainage District Board to fill one term to expire January 2030.
2. Consider Ratifying 5-7-2024 email poll to approve Prowers County Department of Human Services proposal for Community Investment Opportunity from Northeast Health Partners in the amount of \$19,000.
3. Consider approval of Blair and Associates, P.C. Single Audit Engagement Letter for the 2023 Department of Human Services Audit and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement.
4. Consider approval to acknowledge annual Retail Liquor License Renewal Application for Robert J. Haney Jr. d/b/a IGOTTAGOLF, License type: Hotel & Restaurant with Optional Premises (County), expiration date June 19, 2025, approved by Prowers County Clerk, Jana Coen on 5-8-2024.
5. Consider approval for a correction to the Subdivision Exemption Application agenda item correcting the agenda item wording to read by the Estate of Esther E. Sniff Dece'd, by Clay S. Sniff, Personal Representative, Lot 2 and the S½NE¼ Section 5, Township 23, Range 46 West, the 6th P.M. The request is to subdivide approximately 2-3 acres from existing property of 210.52 Acres. The Property is located in an A-1 Irrigated Agriculture Zoning District. This will be a First Subdivision. The application was approved by the Planning Commission on February 14, 2024.

6. Consider approval of final Subdivision Exemption Plat Map for the Estate of Esther E. Sniff Dece'd, by Clay S. Sniff, Personal Representative. Application request was approved by the Planning Commission on February 14, 2024 and on February 20, 2024 by the BOCC. Minor Subdivision, for a First Subdivision, in Lot 2 and the S½NE¼ Section 5, Township 23, Range 46 West, the 6th P.M., subdividing 2.69 acres and to be recorded in the County Clerk's office.
7. Consider approval of Subdivision Exemption Application by Ethel Tempel Intervivos Trust, dece'd by Michael Tempel, Representative in the NE¼NW¼ Section 31, Township 21, Range 47. The request is to subdivide .35 acres from the existing 206.22 acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The application was approved by the Planning Commission on April 10, 2024. **(Previously Tabled Action Item)**
8. Consider ratifying 5/8/2024 email poll approval of the **amended** Subdivision Exemption Application by Ethel Tempel Intervivos Trust, dece'd by Michael Tempel, Representative in the NE¼NW¼ Section 31, Township 21, Range 47. The request is to subdivide .50 acres from the existing 206.22 acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The application was approved by the Planning Commission on April 10, 2024. The amended Subdivision Application was approved by the Planning Commission on May 8, 2024.
9. Consider approval of Website Development Agreement between Prowers County and EvoGov, Inc. effective May 2024 totaling \$5400 for Prowers County website redesign and authorizing BOCC Chair Ron Cook to execute the agreement.
10. Consider ratifying 5/14/2024 email poll approval of letter of support to Safeside Recovery's initiative to establish transitional housing in Bent County.
11. Consider approval of Proposal submitted to Prowers County for Administration, Treasurer, and Assessor Software upgrades.

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to **Part I-CIC, Part II-Coroner, and Part III-County Investment.**

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: 5-21-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 5-7-2024

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing one (1) Member to the Deadman Drainage District Board to fill one term to expire January 2030.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5/21/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 5/7/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Ratify email approval of Prowers County Department of Human Services proposal for Community Investment Opportunity from Northeast Health Partners in the amount of \$19,000.”

Justification or Background:

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

County: _____

Federal: \$ _____

State: Up to \$15,000 in State LEAP Funds

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Q1. Community Investment Grant Opportunity from Northeast Health Partners

Who is Northeast Health Partners (or NHP)?

In Colorado, Medicaid is also called Health First Colorado. Every Health First Colorado member belongs to a regional organization that manages their physical and behavioral health care. Northeast Health Partners is the Regional Accountable Entity (or RAE) for Region 2 which includes Medicaid members attributed to primary care providers in Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Sedgwick, Washington, Weld, and Yuma counties.

Who should complete this application?

Examples of entities that should consider applying for funds include local healthcare professionals/organizations, community-based organizations, and public health departments who provide services and supports to Medicaid members, and have developed innovative ways to improve care delivery and/or community supports designed to enhance the health of Medicaid members in Region 2. You can review the [Community Investment Grant Overview](#) document for additional information regarding this opportunity.

What questions are asked in the application?

If you would like to view the questions asked prior to submitting an application, you can download the [NHP Community Investment Grant Questions](#) pdf document to help you prepare your organization's application in advance; however, an *online* application must be completed by your organization. You will have the opportunity to download your responses submitted through the online application on its last page.

Who should you contact with questions?

If you have any questions about this application, please reach out to NHP via email to communityinvestmentgrant@nhpllc.org.

Q2.

Contact Information

This information is vital to tracking applications. Please be sure to complete the form below in its entirety.

Legal Name of Organization	Prowers County Department of Human Services
DBA (If not applicable enter "N/A")	
Mailing Address (Address, City, State, Zip)	
Physical Address (Address, City, State, and Zip <i>if different</i> from mailing address; if not applicable enter "N/A")	1001 S. Main St. Lamar, CO 81052
Contact Name (person to be contacted regarding application)	Lanie Mireles
Contact Position	Director
Contact Phone	719-336-7486 x 104
Contact Email	dhsdirector@prowerscounty.net

This information is vital to tracking applications. Please be sure to complete the form below in its entirety.

Q4.

Type of organization.

County Human Services

Q5. Legal status of organization.

County Government

Q6. Primary Care Medical Provider ID (PCMP ID, if applicable).

Q7. Organization's website.

https://www.powerscounty.net/departments/human_services/index.php

Q8. Name of Executive Director or CEO.

Lanie Mireles

Q9. Number of full time staff.

Enter numeric values only.

75

Q10. Number of part-time staff (if applicable).

Enter numeric values only.

Q11. Number of volunteer staff (if applicable).

Enter numeric values only.

Q12. Number of board members (if applicable).

Enter numeric values only.

3

Q13.

Select the counties served by your organization.

Select all that apply.

☐ Cheyenne

☐ Kit Carson

☐ Lincoln

☐ Logan

☐ Morgan

☐ Phillips

☐ Sedgwick

☐ Washington

☐ Weld

☐ Yuma

☒ Other (please type the other counties you serve in Colorado)

Prowers

Q14. I, Lanie Mireles, attest that Prowers County Department of Human Services completes background checks and exclusion checks on all employees participating in operations related to the services provided to, or on behalf of, the Colorado Department of Health Care Policy and Financing. Individuals employed by Prowers County Department of Human Services who become designated as excluded or debarred or listed as alleged terrorists are subjected to disciplinary action up to and including employment termination.

☐ Attest

☐ Do not attest

☒ Does not apply

☐ Unsure

Q15.

Organization Information

Provide a brief overview and history of your organization.

protection, child support services, child care assistance, cash assistance, and medical assistance) as well as additional programming (fatherhood and GED services). We also operate the Colorado statewide child abuse and neglect hotline as well as a child care center.

Q16.
Organization's mission statement.

The purpose of the Prowers County Department of Human Services is to assist citizens within the community to maintain or improve: • themselves economically, and only when this is not possible, to provide economic assistance, • their physical health, • their relationship with the community, i.e., to reduce the level of community conflict, • their levels of functioning educationally, • their levels of functioning occupationally in order to achieve employability, • their relationships with family and/or significant others, • their ability to solve personal problems, which are confronting them in day to day living, • their living situation in order to sustain the highest possible level of independence. To the end that: • economic self-support is achieved or maintained and dependency is prevented, reduced, or eliminated, • clients achieve or maintain self-sufficiency, i.e., persons function in their living situations and overall community relationships in the most independent manner possible, • neglect, abuse, or exploitation of people unable to protect their own interests is prevented or remedied, and, • individuals are able to function in primary and/or secondary relationships.

Q17.
Proposal Information

Provide an overview of the program for which NHPs' Community Investment Grant dollars would support.

Response is limited to 6,000 characters.

Prowers County DHS is applying on behalf of our 4 county (Cheyenne, Prowers, Baca, and Kiowa) regional Family Voice Council which is under the umbrella of our Collaborative Management Program (also a 4 county collaboration). The funds will be used to provide short-term opportunities for community members to experiment toward community solutions for emerging and complex local issues. The community members on our Family Voice Council will develop: 1) communication skills for vital conversation, 2) civic tools and skills to work in systems, 3) long-term sustainability, 4) bridging digital divides, 5) building civic muscle.

Q18.
Is this a new or an existing program?

- ☒ New
☐ Existing

Q19.

Proposal Information

Define the goals and objectives of the program.

Response is limited to 3,000 characters.

The objectives are to grow strong community members who learn, serve, inform, and thrive. Civic Learning Lab modules are designed to provide short-term opportunities for community members to experiment toward local solutions for emerging and complex social challenges. These brief, impactful learning series provide community members who are directly impacted by local policies with the opportunity to re-activate dormant skills and gain recognition in their communities as the go-to, trusted, and capable leaders who can get things done. As communities invest in building the leadership capacity of their residents, especially those that tend to be underserved by local programs and/or underrepresented in more formal leadership roles, greater trust and cooperation with local authority figures develop. And, when complex, wicked social problems arise, strong trust and cooperation throughout a community are key predictors of their resilience ability to move through difficult times. The collaborative design process and implementation of Civic Learning Labs embody Colorado State University Extension's organizational strategy: We learn from our community partners and their emergent leaders as much as we might provide learning for others. Our service to create a training plan that meets the unique needs of each community ultimately builds the capacity for local residents to serve their communities in more impactful ways. Finally, we know that when all members of a community are engaged in local decision-making, communities thrive.

Q20.

Proposal Information

Describe the strategies, approaches, and/or interventions that will help you meet the program's goals. Include information regarding evidence-based practices, if applicable.

Response is limited to 10,000 characters.

COMPLETE CIVIC LEARNING LAB PROJECT PROFILE After looking through the Civic Learning Lab overview and available services, complete and submit a Civic Learning Lab Project Profile to flti-colorado@colostate.edu. SCHEDULE A LAB DESIGN CONSULTATION The lab design consultation consists of relationship building, reviewing the project profile, and negotiating a plan of work. There may be meetings beyond the initial consultation. DEVELOP & SIGN SCOPE OF WORK This agreement will identify compensation rates, individuals who will lead specific tasks and activities, benchmarks, and timelines. CURRICULUM DEVELOPMENT & TRAINING Curricula are tailored to meet the needs of our community partners and training to prepare selected facilitators is provided, as needed. PROMOTE CIVIC LEARNING LAB This includes the recruiting and outreach activities to register the target number of participants in our series. MAP AND EVALUATE YOUR RESULTS After hosting the series, collect feedback regarding the trainings and track progress of your group's work to create the desired change.

Q21.

Proposal Information

Outline timelines for implementation, execution, and monitoring of the program.

Response is limited to 6,000 characters.

Mauch, Ray, Jen, agency person Solidify curriculum choice- order civic curriculum July-Aug.-Sept. 2024 Begin early orientation of new family member Sharon, Maria Complete training planning plans for new families- New Members and Orientation Team Collect Medicaid stories for research planning. New Members and Orientation Team Civic curriculum work - Trained FLTI facilitators Oct.- Nov.- Dec. 2024 Complete Civic Training- New Members ar Orientation Team Begin building the Family Voice Board Preparation for startup of Family Voice Sharing Jan.- Feb.- Mar. 2025 Review Medicaid storie Family Voice Council Research Medicaid's regulations, qualifications, etc. – Family Voice Council Choose highest need issues. Apr.-May-June 2025 Study, create possible solutions to barriers- Family Voice Council Choose and invite what Medicaid officials need to be at the – Family Voice Council July- Aug.- Sept. 2025 - Meet with Medicaid Administrators Inquire about and offer possible solutions

Q22.

Proposal Information

Describe the improved health outcomes for Medicaid members that are a focus of the program.

Response is limited to 6,000 characters.

When communities are thriving and have the ability to offer to individuals and families who live within them high quality services that meet physical, emotional, social and mental health needs, families and individuals thrive. When parents have what they need when they need it to parent their children well and individuals have easy access to what they need to meet their own needs, formal system involvement, such as human services, is far less likely. When a community's service array is informed and designed by those who use the services, the impact is significantly stronger and the outcomes robust.

Q23.

Proposal Information

Describe how the improved health outcomes for Medicaid members will be measured, monitored, and maintained.

Response is limited to 6,000 characters.

time. Here's how this could be accomplished through civic learning: Data Collection and Analysis: Civic learning involves understanding civic issues and engaging with communities. In the context of improved outcomes, this means analyzing data on various health and well-being indicators, such as physical and emotional well-being of our community. Analyzing this data helps identify trends, disparities, and areas for improvement. Performance Metrics: Establishing clear performance metrics is essential for monitoring outcomes. These metrics could include measures like level of engagement members, participation among members in the Family Voice Council, number of members engaging in story-telling with agencies about their experiences, and advocacy among members for system/policy change. By regularly tracking these metrics, policymakers and service providers can assess progress and adjust interventions accordingly. Quality Improvement Initiatives: Civic learning encourages active participation and collaboration among stakeholders. This could involve community forums, town hall meetings, and focus groups where members, providers, policymakers, and community organizations come together to discuss health and well-being priorities and strategies for improvement. These initiatives foster transparent accountability, and shared decision-making. Health Education and Outreach: Education is key to promoting healthier behaviors and reducing disparities. Civic learning initiatives can include health literacy programs, culturally sensitive outreach efforts, and partnerships with local organizations to disseminate information about preventive services, healthy lifestyles, and available resources. Technology and Innovation: Leveraging technology can enhance reach into the community. Policy Advocacy: Civic learning empowers individuals to advocate for policies that support better health and well-being outcomes to address social determinants of health (e.g., affordable housing, access to healthy food). This could include advocating for policy and practice change to enhance member experiences and outcomes. Continuous Evaluation and Feedback: Finally, maintaining improved health outcomes requires ongoing evaluation and feedback loops. Civic learning encourages a culture of evaluation where stakeholders regularly assess the effectiveness of interventions, solicit feedback from beneficiaries, and make data-driven decisions to continuously improve the delivery of healthcare services. By integrating these principles of civic learning into policy and practice, we can create a more inclusive, participatory, and effective system for improving health and well-being outcomes among Medicaid members and promoting health equity for all.

Q24.

Proposal Information

Total award amount requested (for example 15,000, without \$).

~~15,000~~ 19,000

Q25.

Total projected budget of the program (for example 15,000, without \$).

Attach a detailed breakdown of the budget below.

*\$25,000

Q26. Upload detailed budget here.

[CLL Scope of Work Template.docx](#)

41.7KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Q27.

Proposal Information

Describe any potential challenges or barriers to implementing the program.

Response is limited to 6,000 characters.

their contribution to community members in need is meaningful. There must be consistent support to ensure each new member is provided excellent training, preparation and ongoing support and guidance and this can be done via the dedicated coordination of this work and the application of the desired curriculum with fidelity. Without reliable coordination and oversight of the project and this component, the quality of impact could be negatively influenced.

Q28.

Proposal Information

Please identify any subcontractors involved with the program (if any).

No subcontractors.

Q29. Supplemental Documents

IRS Determination Letter for Non-Profits Only.

Q30.

Organization's Operating Budget.

[1013_001\(1\).pdf](#)

266.9KB

application/pdf

Q31.

Non-Discrimination Policy.

[Non-Discrimination Notice.pdf](#)

52.8KB

application/pdf

	Contractor Name	Powers County DHS	Program Contact Name Phone Email		
	Budget Period	6/1/24 - 9/30/25	Fiscal Contact Name and Title Phone Email		
	Project Name	About F.A.C.E. Family Voice Council Civic Learning	Counties/Areas Served: Cheyenne, Kiowa, Prowers, Baca		
				Total Amount Requested from MSHF	
Civic Learning Labs	Curriculum Development	\$2,500 for 10 sessions	\$2,500.00		\$ 2,500.00
Civic Learning Labs	Program Evaluation	\$1,500 for 10 sessions	\$1,500.00		\$ 1,500.00
Civic Learning Labs	Program Coordination	\$2,000	\$2,000.00		\$ 2,000.00
Civic Learning Labs	Facilitator Compensation	\$5,000.00	\$5,000.00		\$ 5,000.00
Civic Learning Labs	Interpreter	\$4,500.00	\$4,500.00		\$ 4,500.00
Civic Learning Labs	Food, Materials, Childcare, Hospitality	\$2,500.00	\$2,500		\$ 2,500.00
Family Voice Council Prowers County/Lamar Christian Church	Participant Reimbursement x 20 Participant			\$5,000 from Family Voice Council Grant	\$ 5,000.00
	Meeting Location	\$100.00 x 10 session		\$1,000 from About F.A.C.E.	\$ 1,000.00
Child Care Participant Cost Covered by Scholarship	Child Care for participants	\$100.00 x 10 Sessions	\$1,000.00		\$ 1,000.00
TOTAL			\$19,000	\$6,000	\$ 75,000.00

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5/21/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 5/2/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Blair and Associates, P.C. Single Audit Engagement Letter for the 2023 Department of Human Services Audit and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement with a handwritten signature.”

Justification or Background:

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

County: _____

Federal: \$ _____

State: _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!



April 30, 2024

To Board of County Commissioners and Management
Prowers County
Department of Social Services
% Lanie Meyers-Mireles
1001 S. Main Street
Lamar, Colorado 81052

We are pleased to confirm our understanding of the services we are to provide for Prowers County Department of Social Services (DHS) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the Prowers County Department of Social Services and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Prowers County Department of Social Services as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Prowers County Department of Social Services' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Prowers County Department of Social Services' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Budgetary comparison information for the Social Services Fund.

We have also been engaged to report on supplementary information other than RSI that accompanies Prowers County Department of Social Services' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements of the Social Services Fund as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Certified Public Accountants

105 S.E. Frontier Ave, Suite A Cedaredge, CO 81413 970-856-7550 | 970-856-2122 | www.bandacpas.com

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Prowers County Department of Social Services' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Prowers County Department of Social Services' major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Prowers County Department of Social Services' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Prowers County Department of Social Services in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal

awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes);

and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Prowers County Department of Social Services; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Blair and Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agencies or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Blair and Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agencies or pass-through entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Pete Blair is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 20, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$7,200. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of County Commissioners of Prowers County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Prowers County Department of Social Services and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Blair and Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Prowers County.

Management signature: _____ Governance signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5-21-24

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 5-14-2024

Return Originals to: Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval to acknowledge annual Retail Liquor License Renewal Application for Robert J. Haney Jr. d/b/a IGOTTAGOLF, License type: Hotel & Restaurant with Optional Premises (County), expiration date June 19, 2025, approved by Prowers County Clerk, Jana Coen on 5-8-2024.

Justification or Background: All appropriate paperwork submitted with App'l

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

N/A

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

License No. 2024 - 276

License Fee: \$175.00

STATE OF COLORADO
COUNTY of Prowers

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

RETAIL LIQUOR LICENSE
Hotel & Restaurant/Optional Premises (County)

Prowers County Liquor Board
301 S. Main St, Ste. 215, Lamar, CO 81052

ROBERT J. HANEY JR.
dba: IGOTTAGOLF
28157 US HWY 287
LAMAR, CO 81052

License Expires at Midnight **JUNE 19, 2025**
License Type: **HOTEL & RESTAURANT/OPTIONAL (COUNTY)**
Authorized Beverages: **MALT, VINOUS & SPIRITUOUS**

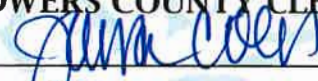
This is to Certify, That **ROBERT J. HANEY JR., dba IGOTTAGOLF** having applied for a License to sell **MALT, VINOUS & SPIRITUOUS LIQUOR** at retail and having paid the proper fees to the County Clerk, the above applicant is hereby licensed to sell at **28157 US HWY 287, LAMAR, COLORADO**, in the County of Prowers, Colorado for a period beginning on the 19th Day of JUNE, 2024 and ending on the 19th Day of JUNE, 2025 unless this license is revoked sooner as provided by law. This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Title 44, Articles 4,3, Colorado Revised Statutes 1973, as amended.

In Testimony Whereof, The Board of County Commissioners, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this 8th Day of MAY, 2024.

ATTEST:


ELIZABETH HAINER - Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER


JANA COEN - Prowers County Clerk

THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE, NON-TRANSFERABLE

Submit to Local Licensing Authority

**IGOTTAGOLF
PO BOX 261
Lamar CO 81052**

APPLICANT ID: 796062

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X <u>1</u>	\$ <u>100</u>
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ <u>725</u>

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name HANEY JR, ROBERT J		Doing Business As Name (DBA) IGOTTAGOLF	
Liquor License # 03-18450	License Type Hotel & Restaurant / Optional (county)		
Sales Tax License Number 95517067	Expiration Date 06/19/2024	Due Date 05/05/2024	
Business Address 28157 US HIGHWAY 287 Lamar CO 81052		Phone Number 7193365274	
Mailing Address PO BOX 261 Lamar CO 81052		Email	
Operating Manager <u>Robert J. Haney Jr</u>	Date of Birth [REDACTED]	Home Address <u>28157 US 287, Lamar, CO 81052</u>	Phone Number [REDACTED]
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Tax Check Authorization, Waiver, and Request to Release Information

I, Robert J. Haney Jr am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Robert J. Haney Jr (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Robert J. Haney Jr DBA- 160TTAGOLF</u>		Social Security Number/Tax Identification Number <u>[REDACTED]</u>	
Address <u>PO BOX 261</u>			
City <u>LAMAR</u>		State <u>COLO</u>	Zip <u>81052</u>
Home Phone Number <u>[REDACTED]</u>		Business/Work Phone Number <u>719-336-5274</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Robert J. Haney Jr.</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Robert J. Haney Jr</u>			Date signed <u>5-2-24</u>
Privacy Act Statement Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
ROBERT J. HANEY JR	Owner
Signature	Date
<i>Robert J. Haney Jr</i>	5-2-24

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date
PROWERS County	5-8-2024
Signature	Title
<i>Janae Cole</i>	Prowers County Clerk
	Attest
	<i>[Signature]</i>



License No. 2024 - 276

License Fee: \$175.00

STATE OF COLORADO
COUNTY of Prowers

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

RETAIL LIQUOR LICENSE
Hotel & Restaurant/Optional Premises (County)

Prowers County Liquor Board
301 S. Main St, Ste. 215, Lamar, CO 81052

ROBERT J. HANEY JR.
dba: IGOTTAGOLF
28157 US HWY 287
LAMAR, CO 81052

License Expires at Midnight **JUNE 19, 2025**
License Type: **HOTEL & RESTAURANT/OPTIONAL (COUNTY)**
Authorized Beverages: **MALT, VINOUS & SPIRITUOUS**

This is to Certify, That **ROBERT J. HANEY JR., dba IGOTTAGOLF** having applied for a License to sell **MALT, VINOUS & SPIRITUOUS LIQUOR** at retail and having paid the proper fees to the County Clerk, the above applicant is hereby licensed to sell at 28157 US HWY 287, LAMAR, COLORADO, in the County of Prowers, Colorado for a period beginning on the 19th Day of JUNE, 2024 and ending on the 19th Day of JUNE, 2025 unless this license is revoked sooner as provided by law. This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Title 44, Articles 4,3, Colorado Revised Statutes 1973, as amended.

In Testimony Whereof, The Board of County Commissioners, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this 8th Day of MAY, 2024.

ATTEST:


ELIZABETH HAINER - Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER


JANA COEN - Prowers County Clerk

THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE, NON-TRANSFERABLE

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/21/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 05/13/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval for a correction to the Subdivision Exemption Application agenda item correcting the agenda item wording to read by the Estate of Esther E. Sniff Dece'd, by Clay S. Sniff, Personal Representative, **Lot 2 and the S½NE¼ Section 5, Township 23, Range 46 West**, the 6th P.M. The request is to subdivide approximately 2-3 acres from existing property of 210.52 Acres. The Property is located in an A-1 Irrigated Agriculture Zoning District. This will be a First Subdivision. The application was approved by the Planning Commission on February 14, 2024.

Fiscal Impact: \$100.00 application fee and \$13.00 recording 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!

Proposed Use of Land Residential

Proposed Water Source City of Lamar

Proposed Means of Sewage Disposal Septic System on Property

Proposed Road Access County Road 8.5

Proposed Lot Size Approximately 2-3 acres

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

Prowers County Planning Commission, Chair

Paul Wideman

Dated this 14 day of FEB, 2024

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

Prowers County Board of County Commissioners, Chair

Ken Cook

Dated this 20 day of FEB, 2024

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/21/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 05/13/2024

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 final Subdivision Exemption Plat Map for the Estate of Esther E. Sniff Dece'd, by Clay S. Sniff, Personal Representative. Application request was approved by the Planning Commission on February 14, 2024 and on February 20, 2024 by the BOCC. Minor Subdivision, for a First Subdivision, in Lot 2 and the S½NE¼ Section 5, Township 23, Range 46 West, the 6th P.M., subdividing 2.69 acres and to be recorded in the County Clerk's office.

Fiscal Impact: \$13.00 recording 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!



FIRST SUBDIVISION OF LOT 2 AND
THE S1/2NE1/4 OF SEC. 5, T.23S.,
R.46W., OF THE 6th P.M., COUNTY
OF PROWERS, STATE OF COLORADO.

SUBDIVISION PLAT



VICINITY MAP

DESCRIPTION OF TRACT

A tract of land lying in Lot 2 and the S1/2NE1/4 of Sec. 5, T.23S., R.46W., of the 6th P.M., being more particularly described as follows:
Beginning at the Northwest corner of the NE1/4 of said Sec. 5 as monumented by a 3-1/4" aluminum cap in monument box marked LS 11401 and considering the West line of said NE1/4, (as witness monumented 3.00 feet North by a 5/4" rebar and 2-1/2" aluminum cap marked BRUNDAGE, PLS 30087 of its South end), bearing S.0°08'52"E., with all other bearings contained herein being relative thereto; thence S.0°08'52"E., along the West line of said NE1/4, a distance of 1225.08 feet to the TRUE POINT OF BEGINNING; thence N.80°57'02"E., 447.19 feet; thence S.7°31'12"E., 256.98 feet; thence S.82°53'43"W., 478.88 feet to a point on the West line of said NE1/4; thence N.0°08'52"W., 248.00 feet to the True Point of Beginning.
SUBJECT TO the West 30.00 feet of said tract for County Road 8.5 Right-of-Way purposes.
ALSO SUBJECT TO the Easlerly 30.00 feet of said tract for access easement purposes.
In the County of Prowers, State of Colorado.
The Tract contains 2.69 Acres.

FIRST SUBDIVISION

APPLICANT'S CERTIFICATE:

I/We hereby apply for a Homestead Exemption from the Prowers County Subdivision Regulations as provided for therein for the tract of land as shown and described herein. Said tract has an existing homestead upon it with an adequate domestic water system and a septic tank. I/We certify that I/We are legal owner(s) of the tract as shown herein, and that the information as shown herein is true and correct to the best of my/our knowledge and belief.

Esther E. Sniff
Personal Representative of
the Esther E. Sniff Estate

SURVEYOR'S STATEMENT

MARCH 18, 2024

I LANCE W. BRUNDAGE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE TO ESTHER E. SNIFF ESTATE ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF AND TO THE NORMAL STANDARDS OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN COLORADO; THAT ON MARCH 12, 2024, AS RESULT OF A SURVEY MADE ON THE GROUND AND MONUMENTED BY ME; THAT THIS LAND SURVEY PLAT WAS PREPARED BY ME AND REPRESENTS THE SURVEY MADE; THAT THE SURVEY WAS BASED UPON FIELD RECORDS AT RECEPTION NO. 44087 AND INSTRUCTIONS SUPPLIED BY CLIENT WITH CLIENT DESIRING NO FURTHER RESEARCH INTO EASEMENTS OR RIGHTS-OF-WAY BY THE UNDERSIGNED.

LANCE W. BRUNDAGE
REGISTERED PROFESSIONAL
LAND SURVEYOR
COLORADO 30087



PLANNING COMMISSION: PROWERS COUNTY, COLORADO:

Reviewed and Approved by the Prowers County Planning Commission:

Chairman: *David L. Lipp* Date: *March 18, 2024*

BOARD OF COUNTY COMMISSIONERS: PROWERS COUNTY, COLORADO:

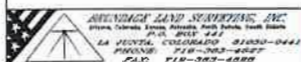
Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado:

Chairman: _____ Date: _____

STATE OF COLORADO: COUNTY OF PROWERS S S

I hereby certify that this instrument of record was filed in my office on the _____ day of _____, 20____, at _____ M. under Reception number _____.

Clerk and Recorder By: *Deputy*



DATE: MARCH 18, 2024
PROJECT NO: 1109 LHM
DRAWING NO: 13109 A.DWG
SHEET NO: 1 OF 1

SUBDIVISION PLAT

PROJECT LOCATION:
PART OF THE NE1/4, SEC. 5, T.23S., R.46W.,
6th P.M., PROWERS COUNTY, COLORADO

REVIEWED: _____
CHECKED: _____
ESTHER E. SNIFF ESTATE
LAMAR COLORADO

Previously
Tabled
Action Item

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/23/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 04/12/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider to approve of Subdivision Exemption Application by Ethel Tempel Intervivos Trust, dece'd by Michael Tempel, Representative in the NE¼NW¼ Section 31, Township 21, Range 47. The request is to subdivide .35 acres from the existing 206.22 acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The application was approved by the Planning Commission on April 10, 2024.

Justification or Background:

Applicant wants to subdivide off .35 acres to sell to neighboring property owner. The neighbor has a structure and corrals that are encroaching on Tempel's property. The Tempel family felt this would be the cleanest way to mitigate the encroachments.

Fiscal Impact: N/A

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.

Ethel Tempel Intervivos Trust by Michael Tempel Representative

Date: 3-25-2024


Applicant's / Representative's Signature

Representative

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: Ethel Tempel Intervivos Trust

Address: c/o Kathy Ransdell 4301 S. Pierce St 6B Littleton, CO 80123

Telephone Number: 303-596-2278 Email: kdransdell@yahoo.com

Applicant's Representative: Michael Chad Tempel

Address: 312 Quito Place Castle Rock, CO 80108

Telephone Numbers: 303-570-5055 Email: m_tempel@msn.com

Surveyor or Engineer: Cardinal Points Surveying, Inc. Telephone: 719-253-0874

Location of Subdivision: Portion of NE 1/4

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

Quarter _____

Section 31 Township 21S Range 47W of Sixth Principal Meridian **OR**

Lot _____ Block _____ Subdivision _____

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

Tax parcel number of property (County Assessor's Records) 800016851

Current land classification as per Assessor's Records Farmland

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 N/A

Proposed Means of Sewage Disposal N/A

Proposed Road Access Existing

Proposed Lot Size .35 Acres

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

Prowers County Planning Commission, Chair

[Signature]

Dated this 10 day of April, 2024

- 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__

546530

REC M 546530 07/05/2018 10:40:46 AM
DEED Page: 1 of 4 R:28.00 D:0.00
Prowers County, CO



3000-16-551
+ drainage

87 13-22-020
+ drainage

TRUSTEES DEED

THIS INDENTURE, Made the 5th day of July, 2018, A.D., by and between ETHEL M. TEMPEL, a single person, of the County of Prowers, State of Colorado, party of the first part, and ETHEL M. TEMPEL, trustee of the Ethel Tempel Intervivos Trust Agreement, of Prowers County, in the State of Colorado, party of the second part,

(Mailing address of named grantee is 2022 County Road, Wiley Colorado, 81092)

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of TEN (\$10.00) DOLLARS, to them paid by said parties of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its heirs and assigns, all the following described lots, tracts or parcels of land lying, being and situate in the County of Prowers and State of Colorado, to-wit:

ALL PROPERTY LISTED IN EXHIBIT A

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part unto its heirs and assigns forever; the said first parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee simple, of and in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hands and seals the day and year above written.

No documentary fee required. Consideration less than \$500.

Prepared by: Timothy C. Barker, Attorney-at Law
Barker Law, LLP
307 S. Main Street
Pratt, KS 67124

STATE DOCUMENTARY FEE

Date JUL 05 2018

\$ 0

There is no consideration.

SIGNATURE PAGES TO FOLLOW

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EXHIBIT A

TOWNSHIP 21 SOUTH, RANGE 47 WEST OF THE 6th P.M.

- SE 1/4, SE 1/4
- ⑨ Section 30: SE 1/4 lying south and west of the center line of the Atchison, Topeka and Santa Fe Railroad; First Subdivision of the SE 1/4 (undivided interest in all oil, gas and other minerals)
- #8713-22-177
- ⑧ Section 31: NE 1/4 east of the center line of the Atchison, Topeka and Santa Fe Railroad NE 1/4 2.78 AC W 1/2 NE 1/4 E 1/2 NW 1/4 E 1/2 AC E 1 AC W 1/2 NW 1/4 NE E of RR 206.22 ACRES
- #8713-22-180
- ⑦ Section 32: Tract of land containing 4.01 acres more particularly described in Deed recorded at Reception No. 412581
containing 1st Subd. of 1st 1/2 Sec. 32, T.21S., R.47W., 6th P.M.

TOWNSHIP 22 SOUTH, RANGE 47 WEST OF THE 6th P.M.

- ⑥ Section 9: 1/8 NE 1/4 (undivided interest in all oil, gas and other mineral rights) Prowers County, Colorado

TOWNSHIP 21 SOUTH, RANGE 48 WEST OF THE 6th P.M.

- ⑧ Section 14: SW 1/4 (undivided interest in all oil, gas and other mineral rights)
- ③ Section 24: NE 1/4 1160 acres
- ④ Section 24: SE 1/4 138.24 acres
split from Sched. 31000800 & 31000801

TOWNSHIP 22 SOUTH, RANGE 48 WEST OF THE 6th P.M.

- ① Section 12: SW 1/4 (undivided interest in all oil, gas and other mineral rights)
- ② Section 13: N 1/2 NW 1/4 (undivided interest in all oil, gas and other mineral rights)

TOWNSHIP 24 SOUTH, RANGE 48 WEST OF THE 6th P.M.

⑤ Section 11: $S\frac{1}{2}$ (undivided interest in all coal, oil, gas and other minerals) Bent County, Colorado
160 acres

Together with any and all water and water rights, ditch and ditch rights

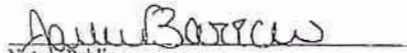
appurtenant thereto Including but not limited to 360 shares of the capital stock of
the Fort Lyon Canal Company


ETHEL TEMPEL, Individually

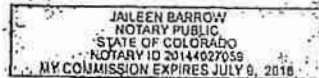
STATE OF Colorado) ss.
COUNTY OF Prowers

BE IT REMEMBERED, That on this 5th day of July, 20 18, before me, the undersigned, a Notary Public in and for said County and State, came ETHEL TEMPEL who is personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.


Notary Public

Notary Commission Expires: July 9, 2018



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Jana Coen, Prowers County, Colorado

SOA Rec Fee: \$13.00 Doc Fee: \$0.00 eRecorded

**STATEMENT OF AUTHORITY
(38-30-172, C.R.S.)**

1. This Statement of Authority relates to an entity named Ethel Tempel Intervivos Trust

And is executed on behalf of the entity pursuant to the provisions of
Section 38-30-172 C.R.S.

2. The type of entity is a Trust

3. The mailing address for the entity is: c/o Kathy Ransdell
4301 S. Pierce St 8B

Littleton, CO 80123

4. The entity is formed under the laws of Colorado

5. The name of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting
title to real property on behalf of the entity is: Michael Chad Tempel

6. The authority of the foregoing person(s) to bind the entity is ☒ Not limited OR ☐ Limited as follows:

7. Other matters concerning the manner in which the entity deals with interest in real property: N/A

Dated this 3/25/2024

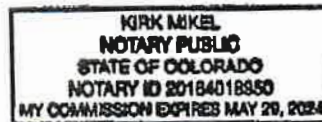

Michael Chad Tempel

State of Colorado
County of Douglas

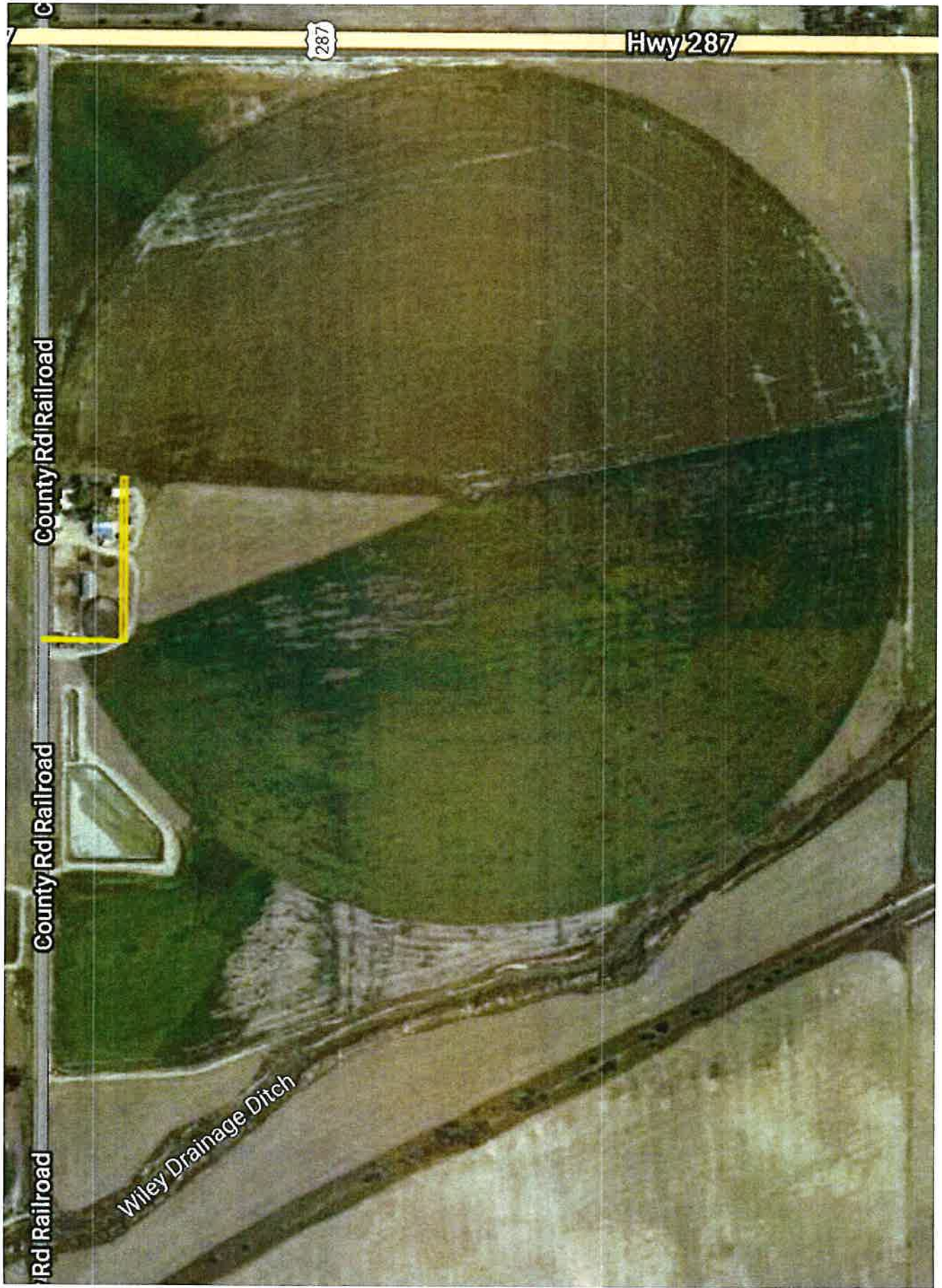
The foregoing instrument was acknowledged before me this 25th day of March, 2024 by .

Witness my hand and official seal.

Michael Chad Tempel
Notary Public: Kirk Mikel
My commission expires: 05/29/2024



Proposed Subdivision - Highlighted



Proposed Subdivision - Highlighted



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/21/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 05/13/2024

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 ratifying 5/8/2024 email poll approval of the **amended** Subdivision Exemption Application by Ethel Tempel Intervivos Trust, dece'd by Michael Tempel, Representative in the NE¼NW¼ Section 31, Township 21, Range 47. The request is to subdivide .50 acres from the existing 206.22 acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The application was approved by the Planning Commission on April 10, 2024. The **amended** Subdivision Application was approved by the Planning Commission on May 8, 2024.

Justification or Background:

Applicant wants to subdivide off .362 acres to sell to neighboring property owner. The neighbor has a structure and corrals that are encroaching on Tempel's property. The Tempel family felt this would be the cleanest way to mitigate the encroachments.

Fiscal Impact: N/A

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!

Amended

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.

Ethel Tempel Intervivos Trust by Michael Tempel Representative

Date: 3-25-2024

[Signature]
Applicant's / Representative's Signature

Representative

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: Ethel Tempel Intervivos Trust

Address: c/o Kathy Ransdell 4301 S. Pierce St 6B Littleton, CO 80123

Telephone Number: 303-596-2278 **Email:** kdransdell@yahoo.com

Applicant's Representative: Michael Chad Tempel

Address: 312 Quito Place Castle Rock, CO 80108

Telephone Numbers: 303-570-5055 **Email:** m_tempel@msn.com

Surveyor or Engineer: Cardinal Points Surveying, Inc. **Telephone:** 719-253-0874

Location of Subdivision: Portion of NE 1/4

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

Quarter

Section 31 Township 21S Range 47W of Sixth Principal Meridian **OR**

Lot	Block	Subdivision
-----	-------	-------------

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

Tax parcel number of property (County Assessor's Records) 800016851

Current land classification as per Assessor's Records Farmland

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

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

If YES, attach copy

Proposed Use of Land Residential

Proposed Water Source N/A

Proposed Means of Sewage Disposal N/A

Proposed Road Access Existing

Proposed Lot Size .35 Acres .Approximately .50
Approximately 1 acre

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

Prowers County Planning Commission, Chair

[Signature]
Dated this 17 day of April, 2024
[Signature] 5-8-24
Dated this _____ day of _____, 20____

- 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____

Ethel M. Tempel
ETHEL TEMPEL, Individually

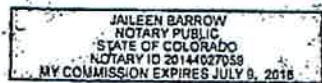
STATE OF Colorado)
COUNTY OF Prowers) ss.

BE IT REMEMBERED, That on this 5th day of July, 20 18, before me, the undersigned, a Notary Public in and for said County and State, came **ETHEL TEMPEL** who is personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Ann Bates
Notary Public

Notary Commission Expires: July 9, 2018



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EXHIBIT A

TOWNSHIP 21 SOUTH, RANGE 47 WEST OF THE 6th P.M.

- SE 1/4 of SE 1/4
- ⑨ Section 30: ~~SW 1/4~~ lying south and west of the center line of the Atchison, Topeka and Santa Fe Railroad; First Subdivision of the SE 1/4 (undivided interest in all oil, gas and other minerals)
- #8712-16-55
- ⑧ Section 31: NE 1/4 of the center line of the Atchison, Topeka and Santa Fe Railroad NE 1/4 of 2.78 AC W 1/2 NE 1/4 E 1/2 NW 1/4 E 1/2 AC E 1/2 AC
W 1/2 NW 1/4 NE E of RR 206.22 acres
- #8713-22-150
- ⑦ Section 32: Tract of land containing 4.01 acres more particularly described in Deed recorded at Reception No. 412581
containing Sub 206.22 AC, 1.01 AC to Hwy

TOWNSHIP 22 SOUTH, RANGE 47 WEST OF THE 6th P.M.

- ⑥ Section 9: 1/8 NE 1/4 (undivided interest in all oil, gas and other mineral rights) Prowers County, Colorado

TOWNSHIP 21 SOUTH, RANGE 48 WEST OF THE 6th P.M.

- ⑧ Section 14: SW 1/4 (undivided interest in all oil, gas and other mineral rights)
- ③ Section 24: NE 1/4 1.60 acres
- ④ Section 24: SE 1/4 1.38, 2.4 acres
split from Sched # 31000800 & 31000801

TOWNSHIP 22 SOUTH, RANGE 48 WEST OF THE 6th P.M.

- ① Section 12: SW 1/4 (undivided interest in all oil, gas and other mineral rights)
- ② Section 13: NW 1/4 (undivided interest in all oil, gas and other mineral rights)

TOWNSHIP 24 SOUTH, RANGE 48 WEST OF THE 6th P.M.

⑤ Section 11: 5% (undivided interest in all coal, oil, gas and other minerals) Bent County, Colorado
160 acres

Together with any and all water and water rights, ditch and ditch rights

appurtenant thereto including but not limited to 360 shares of the capital stock of
the Fort Lyon Canal Company


ETHEL TEMPEL, Individually

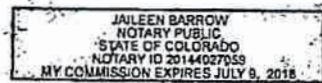
STATE OF Colorado
COUNTY OF Prowers) ss.

BE IT REMEMBERED, That on this 5th day of July, 2018, before me, the undersigned, a Notary Public in and for said County and State, came ETHEL TEMPEL who is personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.


Notary Public

Notary Commission Expires: July 9, 2018



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Jana Coen, Prowers County, Colorado

SOA Rec Fee: \$13.00 Doc Fee: \$0.00 eRecorded

**STATEMENT OF AUTHORITY
(38-30-172, C.R.S.)**

1. This Statement of Authority relates to an entity named Ethel Tempel Intervivos Trust

And is executed on behalf of the entity pursuant to the provisions of
Section 38-30-172 C.R.S.

2. The type of entity is a Trust

3. The mailing address for the entity is: c/o Kathy Ransdell
4301 S. Pierce St 6B

Littleton, CO 80123

4. The entity is formed under the laws of Colorado

5. The name of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting
title to real property on behalf of the entity is: Michael Chad Tempel

6. The authority of the foregoing person(s) to bind the entity is ☒ Not Limited OR ☐ Limited as follows:

7. Other matters concerning the manner in which the entity deals with interest in real property: N/A

Dated this 3/25/2024


Michael Chad Tempel

State of Colorado
County of Douglas

The foregoing instrument was acknowledged before me this 25th day of March, 2024 by .

Witness my hand and official seal.

Michael Chad Tempel
Notary Public: Kirk Mikel
My commission expires: 05/29/2024







County Rd Railroad County Rd Railroad County Rd Railroad

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 05/21/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 05/15/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Website Development Agreement between Prowers County and EvoGov, Inc. effective May 2024 totaling \$5400 for Prowers County website redesign and authorizing BOCC Chair Ron Cook to execute the agreement.

Justification or Background:

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

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

Approved by the County Attorney on: 5/14/2024

Additional Approvals (if required):

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

THANK YOU!

WEBSITE DEVELOPMENT AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") dated as of May 13, 2024 (the "Effective Date"), is by and between EvoGov, Inc. ("Vendor"), with its address of incorporation as 13969 Yellow Tip Drive, Parker, CO 80134 and its mailing address of PO Box 3641, Parker CO 80134, and Prowers County Colorado ("Client"), with offices at 301 South Main, Suite 210 Lamar, CO 81052 United States .

WHEREAS Vendor offers professional services for the design, development and implementation of Internet web sites (the "Website Development Services"); and

WHEREAS Vendor offers certain information technology hosting services (the "Hosting Services") and related software applications; and

WHEREAS Client desires to engage Vendor to provide to Client certain of such Website Development Services and Hosting Services (collectively, the "Services");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and conditions set forth herein, Vendor and Client agree as follows:

1. Background; Definitions

1.1 Background.

(a) Website Design, Development, and Implementation. Vendor shall design, develop, and implement a new website (the "Website") for Client in accordance with the specifications set forth and described in the "Statement of Work" in section 2.

(b) Hosting Services and Related Software Applications License. Vendor shall provide the Hosting Services as set forth and described in the attached Appendix A (the "Hosting Services Solution Schedule" or "Solution Schedule") and Vendor grants to Client a license to access Vendor's software application server and to use certain software applications as set forth and described in the Solution Schedule.

(c) Information Protection and Security. Vendor shall perform the development and hosting of the Website in accordance with the attached Appendix B (the "Information Protection and Security").

1.2 Incorporation; Precedence. The terms and conditions of this Agreement shall be deemed to be incorporated into and to govern each and every Appendix and other attachment thereto and each and every Statement of Work and Solution Schedule that the Parties subsequently agree to as provided herein. If any provision of any Appendix, Solution Schedule or Statement of Work conflicts with provisions of this Agreement, the terms of the applicable Appendix, Solution Schedule or Statement of Work shall govern, solely to the extent of performance of that specific Appendix, Solution Schedule or Statement of Work.

1.3 Construction. As used herein, the term "Agreement" refers collectively to this Agreement and any Appendices, Statements of Work, Solution Schedules and other attachments thereto.

1.4 Definitions. In addition to any capitalized terms defined elsewhere in this Agreement, the following

513

terms when capitalized shall have the meanings set forth in this Section 1.4:

- (a) "Website" shall mean the newly developed website that represents the Deliverables outlined in the Statement of Work, which includes the Vendor Tasks produced by the Vendor.
- (b) "Old Website" shall mean the existing Client website as it sits before redevelopment.
- (c) "Client System" shall mean collectively any Client system, network or process of Client that may be connected to or used in connection with the Vendor Network.
- (d) "Vendor Network" shall mean collectively any Vendor systems, networks and processes that may be incorporated into or a part of the Hosting Services.
- (e) "Software" shall mean collectively any proprietary software owned by Vendor that may be incorporated into a part of the Hosting Services. This Software includes; the Evo Cloud Website Management System and all of its applications (bids, hr job postings, 311, newsletters, etc).
- (f) "Client Content" shall mean all existing content from the old website that is valid, which will need to be migrated by the Vendor into the new website. Client Content also includes all new website that the Client provides via Dropbox.
- (g) "Client Website Team Members" shall mean Client individuals designated by the Client that will provide content to build the new website, and who will also provide approvals for accuracy and completeness of specific sections of the new website.
- (h) "Client Project Manager" shall mean the person assigned to the project by the Client who has the authority to offer approvals of the Statement of Work tasks, and Client payments to the Vendor when payment milestones are reached. The Client Project Manager is also the main point of contact for the Vendor if the Vendor has difficulty contacting the Client Website Team Members.
- (i) "Vendor Tasks" shall mean the work and items listed in the Statement of Work section that the Vendor must provide to complete the Project.
- (j) "Intranet" shall mean a secondary website that will be built by the Developer for the Client, which will be a password-protected staff-only website. This second website will use the same design look and feel as the public website, but it will have its own CMS and security system that requires a staff login to access it.
- (k) "Client Responsibilities" shall mean all Client tasks, deadlines, and specific requirements listed in the Statement of Work section that the Client is responsible for to complete the project.

2. Statement of Work

Tasks and Deliverables: Vendor shall provide the Services as described and set forth in this Statement of Work (the "Vendor Responsibilities") and provide Client with the products that result from the Vendor Responsibilities (the "Deliverables"). Client Website Team Members will consist of employees chosen by Client. Client will undertake reasonable efforts, including without limitation the "Client Responsibilities" actions as set forth and described in the Components of this Section 2, to provide to Vendor the access and information necessary for performance of the Vendor Tasks and provision of the Deliverables. As used in this SOW, the term "Approval" means the Client Project Manager's notice of acceptance of a Deliverable, such notice to be communicated in writing unless otherwise required by express provision

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of this SOW.

2.1 Kickoff Meeting

Vendor Responsibilities:

1. Conduct a kickoff meeting on a date mutually agreeable to the Parties with Client Website Team Members and Vendor Team Members. Meeting participants will:
 1. Introduce team members and their corresponding roles and responsibilities.
 2. Review the project requirements, necessary content and milestones.
 3. Review project expectations and risks.
2. Interview key Client Website Team Members at times mutually agreeable to the Parties regarding project requirements, necessary content (including, but not limited to, contact names and email addresses) and design ideas.
3. Perform research into the features, strategies and design of websites of other similar municipalities.
4. Develop a list of Client's points of contact, including email addresses for use in the redesigned Website's directory.

Deliverables:

1. Agenda for kickoff meeting (<https://www.evogov.com/projects-kickoff-meeting>)
2. Stakeholder guide provided for use by Client Website Team (www.evogov.com/welcome).
3. List of Client's points of contact and related information for Website directory.
4. A hyperlink for file uploads.

Client Responsibilities:

1. Assign the Client Project Manager for the Vendor to interact with to complete the Vendor Tasks.
2. Provide at least three website URLs that the Client admires "Admire Sites", with a brief written summary explaining which design and content features the Client Website Team Members find appealing.
3. Provide a spreadsheet of staff members to be added to the Website so that they can eventually obtain training and login to manage the website.
4. Review the written summaries of Client Website Team Member interviews as delivered by Vendor and provide Vendor any additional information that Client deems relevant to Vendor's performance of the Services.
5. Review the written summary of research as delivered by Vendor.
6. Review the list of Client's points of contact and Website directory information as delivered by Vendor and provide Vendor with any additions and modifications.
7. Ensure that Client Website Team Members receive and use the stakeholder content guide to begin to gather and prepare content for their respective sections of the new Website.

2.2 Design Website Prototype

Vendor Responsibilities:

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1. Develop at least one design prototype with custom graphics that represent options for the new look of the Website home page and interior pages.
2. Meet with the Client Project Manager to review and improve the design prototype through multiple iterations.

Deliverables:

1. Design files to be offered to Client as a downloadable file after design approval.

Client Responsibilities:

1. Review the design prototype(s) as delivered by Vendor.
2. Offer feedback on the design prototype(s) as delivered by Vendor, with steps necessary to gain approval.
3. After changes to the prototype meet the approval of the Client Website Team Members, the Client Project Manager will need to provide Vendor with written Approval that designates the selected design prototype as the Approved Design Prototype.
4. Most projects have a payment due once the design prototype is approved.

2.3 Build Website

Vendor Responsibilities:

1. Develop and code the Approved Design Prototype into a functional prototype Website and provide to Client instructions for Client to access the functional prototype Website over the Internet.
2. Test the website design layout files, scripts, and code to ensure that the new website will render properly in popular web browsers, including; Google Chrome, Microsoft Edge, Mozilla Firefox, and Apple Safari. Note: Internet Explorer 11 users will be presented with a mobile website.

Deliverables:

1. Client access to a functional prototype Website based on the Approved Design Prototype.
2. One copy of each custom graphics file incorporated into the functional prototype Website, delivered to Client via download link.

Client Responsibilities:

1. Access and review the functional prototype Website according to instructions as provided by Vendor.
2. Provide to Vendor either notice of requests for any additions or modifications to the functional prototype Website, or Approval of the functional prototype Website as delivered.

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2.4 - Content Migration and Integration

Vendor Responsibilities:

1. Load existing and newly provided digital graphics, forms, and other data (collectively, the "Client Content") provided by Client via Dropbox so that the Client Content is appropriately formatted for the redesigned Website.
2. Develop an interactive animated photo slideshow (the "Slideshow") as a feature on the redesigned Website's home page and any other pages as reflected in the agreed-upon list of Website requirements. A video may also be created and hosted by Vendor in place of the slideshow.
3. Integrate all Client Content and the Slideshow into the functional prototype Website (the "Content-Integrated Prototype Website"). Client Website Team Members will be able to add additional content to the Website at any time using the new Content Management System (CMS) after training is provided.
4. Vendor will install and configure its CMS system to better manage the Website's content. This system includes the ability to add pages, edit pages, upload images, upload files, and edit the Website's navigation systems. An administration panel will allow Client's management or administration staff to assign permissions to staff members or administrators ("Client's Authorized Users") for editing the Website.
5. Migration of up to two years of historical meetings and meeting files.

Deliverables:

1. Client access to the Content-Integrated Prototype Website.
2. List of migrated content within the Basecamp project management system.

Client Responsibilities:

1. Client should provide all new Client Content within 90 days of the project start date.
2. Outdated content from the prior website that is not to be migrated must be identified by the Client within 60 days of the project start date.
3. All new website content, including but not limited to; new web page written content, linked files, images, forms, pdf files, map locations, department and staff information, must be provided digitally to the vendor using the provided Dropbox account. Faxed content and content provided on paper that is sent via postal mail will not be integrated into the website.
4. Access and review the Content-Integrated Prototype Website as delivered by Vendor and provide to Vendor either notice of all requests for additions and modifications to the Content-Integrated Prototype Website, or Approval of the Content-Integrated Prototype Website as delivered.

2.5 - Integrate CMS and Website Applications

Vendor Responsibilities:

1. Finalize the development of Client's redesigned Website by integrating the Software. The

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Content-Integrated Prototype Website integrated with the Vendor systems and other tools in this Task 1 of Component 7 will be the "Fully-functional Prototype Website."

2. Prepare initial login credentials for Client's Authorized Users and instructions and documentation for Authorized Users' access to, use and maintenance of the Fully-functional Prototype Website as hosted by Vendor pursuant to the Hosting Services Solution Schedule attached to this Agreement as Appendix A.

Deliverables:

1. List of initial login credentials for Client's Authorized Users.
2. Instructions and documentation for Client's Authorized Users' access to, use and maintenance of the Fully-functional Prototype Website
3. Full integration of the Software.

Client Responsibilities:

1. Test the login credentials for Client's Authorized Users and provide to Vendor notice of any problems or defects with use of the login credentials.
2. Access and review the Fully-functional Prototype Website and provide to Vendor either notice of all requests for additions or modifications to the Fully-functional Prototype Website, or a written and signed Approval of the Fully-functional Prototype Website as delivered, such Approval to be delivered to Vendor via U.S. Mail or other similar means.

2.6 - Training and Initial Website Maintenance

Vendor Responsibilities:

1. Provide to Client at a time mutually agreeable to the Parties one (1) hour of live web-based training for each of Client's departments and staff. Training will consist of live demonstrations, Q&A, and online additional online help resources to manage of the Website and to use the Evo Cloud Website Management System and associated applications (the "Initial Training"). Vendor will provide the Initial Training in one of the following formats, to be determined by Client in Client's sole discretion:
 - a. live training conducted over the Internet, provided that Client provides its own phone, computer and broadband Internet connection; or
 - b. live, personal training at Client's offices, provided that Client pay the cost of Vendor's reasonable travel expenses, such expenses to be approved in writing in advance by Client.
 - c. Upon conclusion of the Initial Training, activate the Fully-functional Prototype Website as the Internet-accessible Website (at such domain as directed by Client) pursuant to the "Hosting Services Solution Schedule" attached to the Agreement as Appendix A. The initial date of public accessibility of the fully-functional Website will be the "Go-Live Date" for purposes of this Agreement.
 - d. Provide maintenance of the redesigned Website as requested by Client, for a period of thirty (30) days from the date the Initial Training, provided that Vendor will not be obligated to perform additions or modifications that materially increase the scope of services as set forth and described in this SOW.

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Deliverables:

1. The Initial Training, delivered as determined by Client.
2. Maintenance of the Website as requested by Client.

Client Responsibilities:

1. Provide to Vendor requests for maintenance of the Website.
2. Most projects have a payment due after Client Website Team Member training is completed.

Changes to the Scope of Work

If the Client requires significant changes to the scope of work required to complete the project after the project has already begun, then one of the following two changes to the contract will be required;

1. The contract ends and new contract will need to be negotiated. If a new contract can not be negotiated, Client pays for all work completed to date at the Developer's hourly rate of \$85 / hour+.
2. The original contract will require an amendment and the total cost may also require an adjustment.

The new or updated contract will required new signatures from both parties before work beings again.

3. Timeline

Estimated Project Timeline

Developer estimates the total time to complete the Developer Tasks and to provide the Deliverables as set forth and described in Section 2 of this agreement to be no longer than twelve weeks from receipt of Initial Payment (as defined below). Any scheduling delays and/or scope changes outside of Developer's control might affect the project timeline.

4. Price and Payment

Vendor's performance of the Vendor Tasks and provision of the Deliverables as set forth and described in Section 2 of this SOW is on a fixed price basis of \$5400 USD payable in three (3) installments of \$1800 USD.

In consideration for Vendor's performance of the Vendor Tasks and provision of the Deliverables as set forth and described in this SOW, Client shall pay such fixed amount of 5400 within thirty (30) days undisputed invoiced amounts according to the following terms:

- A payment of \$1800 USD (the "Initial Payment"), to be – invoiced not later than seven (7) days of the Effective Date of this SOW.
- A payment of \$1800 USD (the "Initial Payment"), to be – invoiced not later than the Client's approval of the design prototype of the new website.
- A payment of \$1800 USD, to be invoiced not sooner than the date of the launch of the website.

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5. Vendor Network

5.1 Use of Services. Client may utilize any of the Services made available to Client pursuant to a Solution Schedule that Client deems appropriate, provided that such use is in accordance with the terms and conditions of this Agreement and the applicable Solution Schedule.

5.2 Client Transaction Terms and Conditions. The specific terms and conditions regarding Client's (i) transactions with its customers and suppliers conducted through Vendor's Network, or (ii) receipt of services from its customers and suppliers arranged through Vendor's Network (e.g. pricing, warranties, indemnities, etc.) and established between Client and its supplier or customer. Client acknowledges that except for Vendor's obligations stated in this Agreement, Vendor takes no responsibility for the terms and conditions Client establishes with its end users and suppliers.

5.3 Transacting Parties. Client is solely responsible for selecting and designating the parties with which it will do business. Vendor shall have no responsibility for the services of Client or its end users, nor shall Vendor be responsible for compliance with the terms of any purchase order or other agreement that Client executes with end users or a supplier to which Vendor is not a party. Vendor is not a party to, or third party beneficiary of, any contract, express or implied, solely between Client and its end users and suppliers, nor is Vendor a guarantor of performance under such contract.

5.4 Modifications. Client acknowledges that Vendor may, without prior written approval, add, delete or modify some or all of the Services at any time, provided that any corrections, repairs, upgrades, new versions, fixes, and other modifications of the Services provided or performed by Vendor will in the aggregate improve and not decrease the functionality, performance and interoperability of the Services. Any such change shall be applicable to all Vendor users. Vendor agrees to promptly notify client in writing of all additions, deletions or modifications of services.

5.5 Malicious Intent. Client agrees not to knowingly tamper with the software or functionality of Vendor Network or the Services. Vendor agrees not to knowingly tamper with the software or functionality of the Client System.

5.6 Access. Vendor will, promptly upon request, provide Client and Client's auditors and inspectors with access to all Vendor records related to the Services during regular business hours for the purpose of performing audits or inspections of Vendor's compliance with the terms of this Agreement.

6. Privacy and Security

Vendor shall maintain appropriate security measures in connection with Vendor's Network, and Client shall maintain appropriate security measures in connection with the Vendor Network and when using the Software.

These security measures include (at a minimum);

1. creating significant password challenges to gain access to the servers and software that control the data that belongs to the Client.
2. managing access control to the Client's user accounts and passwords.
3. securing backup files from unauthorized staff members and users.
4. controlling password resets for Client's staff members.

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5. Using SSL secured websites whenever possible and when connecting to our servers.
6. Never sharing or distributing any of Client's non-public or confidential Vendor Network-related data with any third party, except as required or allowed by law.

Without limiting the foregoing, Client shall take reasonable security measures to protect any passwords or user IDs provided to Client for use with Vendor's Network from any unauthorized use and shall ensure that only the individual to whom the password and/or user ID is issued makes use of the same. In the event such individual no longer is employed by Client or otherwise no longer is authorized to make use of Vendor's Network on behalf of Client, Client shall notify Vendor of such fact. Client acknowledges that it is responsible for all transactions made by its agents, employees and representatives using such passwords and/or user IDs. Vendor's obligations regarding privacy are set forth in the Information Protection and Security Schedule attached to this Agreement as Appendix B (the "Information Protection and Security Schedule"), such Appendix B being incorporated into this Agreement by reference.

7. Fees; Taxes

Section removed as the Client does not pay taxes.

8. Term and Termination

8.1 Term and Termination Upon the Completion of the Initial Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for one (1) year from the go-live date of the Website, as described in the Statement of Work (the "Initial Term"). Client may terminate this Agreement upon the expiration of the applicable Initial Term or Renewal Term by providing thirty (30) days' written notice to Vendor of Client's intent to terminate. If no such notice is provided and no Renewal Term is agreed upon, this Agreement shall, upon the expiration of the applicable Initial Term or Renewal Term, automatically renew for successive periods of thirty (30) days (each a "Holdover Term") and may be terminated at any time by Client upon ten (10) days' notice to Vendor. Upon such notice, this Agreement shall terminate at the end of the applicable Holdover Term or, if notice is given less than ten (10) days prior to the end of such a Holdover Term, the Agreement shall terminate at the end of the next Holdover Term.

Vendor will only charge Client the monthly equivalent of any recurrent fee charged in the most recently expired full twelve (12) month Renewal Term or Initial Term until such time as the Agreement is renewed or terminated.

The Vendor may only terminate this Agreement effective at the end of the Initial Term or any Renewal Term, in writing, at least ninety (90) days before the end of the then-current Initial Term or Renewal Term. If this Agreement enters a Holdover Term, Vendor may terminate only upon at least ninety (90) days' notice to Client and, in such event, shall perform its obligations throughout that term and the remainder of any Holdover Term in which the ninetieth day lies. Upon termination of this Agreement either by the Client not renewing or by Termination for cause, all active Solution Schedules and uncompleted Statements of Work shall also be terminated unless otherwise agreed to in writing by Vendor and Client.

8.2 Termination Without Cause. Prior to completion of the Website Development Services as set forth and described in the Statement of Work, Client may terminate this Agreement without cause upon written notice to Vendor. In the event of termination without cause, Client agrees to pay Vendor all

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undisputed amounts for all Website Development Services performed up to the date of termination. Client will receive all work, as outlined in the Statement of Work, which has been completed up to the date of termination.

8.3 Termination for Cause. Either party may terminate a Statement of Work or Solution Schedule in the event that the other party materially breaches such Statement of Work or Solution Schedule, or this Agreement and does not cure such breach within ten (10) days after its receipt of notice from the non-breaching party. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

If the project is terminated for cause, no remaining money will be owed to the Vendor for work that is not completed and already paid for. Work underway with remaining milestones that are not completed will not need to be paid for by the Client.

8.4 Survival. All provisions of this Agreement, and the Appendices incorporated by reference herein, relating to warranties, confidentiality obligations, proprietary rights, limitation of liability and indemnification obligations shall survive the termination or expiration of this Agreement, along with any other right and obligations which by their nature survive the termination or expiration of this Agreement. Upon termination of this Agreement, the Client is only responsible for those outstanding fees for services that have been provided, all confidentiality requirements in Section 7, and Indemnification requirements in Section 9, even if the Agreement is terminated by either party prior to natural termination of this Agreement as stated in Section 8.1 of this Agreement.

8.5 Transition Services. Vendor agrees that upon expiration or termination of this Agreement for any reason, Vendor will provide all necessary efforts and cooperation to ensure an orderly and efficient transition of the Website and Hosting Services to Client or another supplier designated by Client, including, without limitation, provision, within ten (10) days of such termination, returning to Client all of the Client Data as provided in Section 6.3 in the format in which it is kept for use with Vendor's Services. Client agrees to pay Vendor the Vendor's reasonable hourly rate for work performed for these services. Client agrees that the Vendor's intellectual property as provided in Appendix A, will not be provided in the Transition Services. Vendor makes no warranty for the success of the transition with a third party.

9. Intellectual Property and Domain Name

9.1 Grant of License and Ownership. Vendor has licensed to Client certain intellectual property for use in connection with the Services that is the subject of a certain license agreement that is included in the Solutions Schedule attached hereto as Appendix A and incorporated herein by reference. Except for Vendor's rights in its proprietary software licensed to Client as provided in Appendix A, Vendor hereby irrevocably assigns to Client, immediately upon creation, all right, title, and interest in any intellectual property created or developed by Vendor for Client under this Agreement, including, without limitation, the Website and all content of the Website.

9.2 Trademarks, Trade Names, and Service Marks. Client and Vendor each acknowledge and agree that all trademarks, trade names or service marks (the "Marks") of one party are and shall remain the sole property of such party. Vendor and Client agree to not infringe or violate copyright and other intellectual property rights of third parties.

9.3 Client Data. Vendor acknowledges and agrees that all Client Data (including, but not limited to text, files, media, and website graphics) entered by or on behalf of Client into the Vendor's Network is and will remain the sole property of Client. All screens, graphics, domain names, content, and data are the



copyright of Client. Vendor does not retain any rights to use any materials, such as screenshots or personalized buttons, logos, and graphics, without prior written consent by Client.

9.4 Domain Name. The Client shall maintain copyright of their domain name and any other alternate domain names related to the Client, including but not limited to the Boards/Commissions/Committees, Departments, and any other municipal entities. The Client agrees that it shall be responsible for the registry and renewal of such domains prior to expiry.

10. Confidentiality

10.1. Client acknowledges that the Software and other data on Vendor's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Vendor. Client will safeguard the right to access the Software and other software installed on Vendor's application server using the same standard of care that Client uses for its own confidential materials, to the extent permitted by law. All data pertaining to Client disclosed to Vendor in connection with the performance of obligations contained in this Agreement and residing on Vendor's application server will be held as confidential by Vendor and will be subordinate to the Client's local state laws.

10.2 Obligations under this Section do not apply to Software or data that: (i) is or becomes, through no act or failure to act on the part of the recipient of such Software or data, generally known or available;

(ii) is known by the recipient at the time of receiving such information as evidenced by its written records;

(iii) is hereafter furnished to the recipient by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the recipient as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the discloser of such Software or data. Further notwithstanding the foregoing, disclosure of Software or data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other

governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Vendor and Client mutually acknowledge that the Client is obligated to make certain information publicly available, including but not limited to; proposals, contracts, financial transactions with Vendor, work provided, and other information regarding the project itself. Unless another exception under this paragraph applies, the parties agree that Client will disclose all public data upon a lawful request, but will not disclose data identified by Vendor and determined by Client to be trade secret data pursuant to Client's state statutes.

11. Representations and Warranties and Disclaimer

11.1 Authority. Each party represents and warrants that (i) it has the full power and authority to enter into this Agreement, and (ii) the execution of this Agreement by it and the performance of its obligations hereunder do not violate any other agreement by which it is bound.

11.2 Vendor. Vendor represents and warrants that: (i) it is the sole owner of or otherwise has the right to use Vendor's Marks and any data supplied to Client by Vendor; (ii) it has all the necessary equipment, and it is staffed and administratively supported in a manner sufficient, to properly fulfill Vendor's obligations hereunder; (iii) it will perform the Services in a diligent, first-class, timely, technically competent and

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professional manner and in accordance with each Statement of Work, Solution Schedule and other written representations of Vendor, and within industry standards and that all materials provided by Vendor, if any, will not contain any: (a) content that contains false advertising or constitutes unfair trade or deceptive practices, or that could damage, negatively affect the reputation of, embarrass or libel Client; (b) content that does or may infringe any intellectual property right or any other right of any third party, including, without limitation, copyright, patent, trademark, domain name, moral rights, mask work rights, shop rights, rights of publicity and privacy, misappropriation or infringement of ideas or rights (including, without limitation, literary, dramatic, artistic or other property rights), and first amendment rights; (c) content that is or may be inaccurate, false, incomplete, patently offensive, illegal, pornographic, obscene or potentially dangerous or harmful in any way (collectively, the "Offending Material"); and (d) virus, backdoor or other malware that would damage or permit unauthorized access to any Client System; and (iv) any software that Vendor licenses to Client will substantially conform to and under normal use operate according to the documentation and manuals that Vendor provides to Client for such software.

11.3 Vendor Performance. Vendor warrants that the Services will be provided in a workmanlike manner, and will perform in conformity with generally prevailing industry standards. In addition, Vendor warrants that all Services will be original and use of the Services by the Client will not infringe the intellectual property rights of any third party. Vendor agrees to indemnify, defend and hold harmless Client, Client's website team members, and Client's permitted users, for, from and against any and all losses, liabilities, damages, demands, claims, costs, payments and expenses (including any and all reasonable attorney's fees, reasonable costs of investigation, discovery, litigation and settlement, interest and any judgments, fines and penalties) as incurred, arising out of, or in connection with any claim, investigation, action, proceeding, allegation or demand made against Client, Client's website team members or any of its permitted users arising out of or relating to the Services infringing or misappropriating any copyright, patent, trademark, trade secret or other form of proprietary right of any third party or breaching or tortiously interfering with any license, sublicense, covenant or contract with any third party. This indemnification provision shall survive termination or expiration of this Agreement.

11.4 Client. Client warrants and represents that to the best of its knowledge it is the rightful owner or licensee of all content that it may provide to Vendor for implementation on the Website.

11.5 Privacy and Security. Vendor warrants that it will at all times provide and maintain up-to-date security for the Services, Vendor's physical facilities and Vendor's Network to prevent unauthorized access or "hacking" to the Service, and Client's Data. Vendor shall provide security for Vendor's Network and all related connections consistent with commercially available standards. Vendor acknowledges and agrees that Client's Data transmitted over the Services is proprietary and confidential to Client. Vendor further warrants that it will respect the privacy of Client's data transferred over the Services and that Vendor will under no circumstances (except to the extent necessary to provide the Services pursuant to this Agreement) access Client's Data or information sent via Vendor's Network without the prior written consent of Client. Vendor shall bind its third-party agents and its service providers to privacy and security obligations consistent with this section with respect to Client's Data.

11.6 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, VENDOR'S NETWORK, THE INFORMATION OFFERED THROUGH VENDOR'S NETWORK, OR ANY TRANSACTIONS THAT MAY BE CONDUCTED BY CLIENT THROUGH VENDOR'S NETWORK, INCLUDING WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A



PARTICULAR PURPOSE; AND (B) ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

12. Indemnification

Client may not indemnify according to Colorado state statute so this section has been removed.

13. Limitation of Liability

13.1 Except for a party's indemnification obligations (or a breach thereof), any breach of Section 10 (Confidentiality), any breach of Section 6 (Privacy and Security), or a party's negligence or willful misconduct, or for any claims for bodily injury, death or damage to real or tangible personal property (all of the foregoing, collectively, "Excluded Claims"), neither party shall be liable to the other for any special, indirect, incidental, punitive or consequential damages (including without limitation for lost profits, revenues or data, even if that party has been advised of the possibility of such damages), arising out of or in connection with this Agreement, the Services or the use of or connection to Vendor's Network.

13.2 Except for Excluded Claims, in no event shall Client's aggregate liability in connection with this Agreement exceed the greater of: (a) the total fees due from Client under the Hosting Services Solution Schedule.

13.3 Except for Excluded Claims, in no event shall Vendor's aggregate liability in any single contract year in connection with this Agreement exceed the greater of: (a) the total fees due from Client in the twelve (12) months preceding the events giving rise to the claim or (b) \$1500.

13.4 Nothing in this Agreement shall act as a waiver of the Client's tort liability limitations or immunities contained in any applicable law or regulation.

14. Miscellaneous

14.1 Relationship of the Parties. The performance by Vendor of its duties and obligations under this Agreement will be that of an independent contractor, and no agency, partnership, joint venture, employer-employee or other similar relationship between Vendor and Client is intended or created by this Agreement, any ancillary agreements or use of Vendor's Network or the Services.

14.2 Employee Solicitation/Hiring. During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

14.3 Non-assignment. Neither party will assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

14.4 Choice of Law. All claims arising out of or relating to this Agreement, or the breach thereof, shall be

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subject to the law of The State of CO.

14.5 Severability. If any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14.6 Force Majeure. Neither party shall be considered in default in the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by a Force Majeure Event, which is defined as an event beyond a party's reasonable control, including, but not limited to fire, flood, explosion, strike (except for a strike by a party's employees), war, terrorism, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. Notwithstanding the foregoing, Vendor shall not be excused from performance of the Services by a force majeure event to the extent that compliance with Vendor's disaster recovery plan and security obligations under this Agreement will avoid any such nonperformance.

14.7 No Waiver. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of such provision or right. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

14.8 Course of Conduct. Neither the course of conduct between Client and Vendor nor trade practice shall act to modify any provision of this Agreement.

14.9 Changes in Project Scope. Client requests for changes beyond the project scope that are not explicitly addressed in the applicable Statement of Work or Services Schedule require a change order or a new Statement of Work or Services Schedule. No change order or any request for change in any Scope of Work or Services Schedule shall be valid unless authorized in writing and in advance by an authorized representative of the Client. Upon receipt of a change order request from Client, Vendor will alert Client in writing if the change order request will result in an additional fee, or a change in the project schedule. Vendor and Client may agree to terms for additional Services governed by the terms and conditions of this Agreement by executing a change order or a new Statement of Work or Solution Schedule that expressly references and incorporates this Agreement. Client will not be responsible to pay Vendor for any Services not specifically authorized by a change order, Statement of Work or Solution Schedule.

14.10 Headings. The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding between the parties, and they shall not affect the construction and interpretation thereof.

14.11 Publicity and Use of Name. If Client or Vendor wishes to issue a press release containing the other party's name or any additional information regarding the other party, the other party shall be permitted to review and make reasonable revisions to the content of such press release and may withhold its consent for any or no reason. Except for the foregoing, neither party may publicly use the other party's name, trademarks or logos without the other party's prior written consent.

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To Vendor:

EvoGov, Inc.
PO Box 3614
Parker, CO 80134
Attn: John McKown, President

To Client:

Prowers County Colorado
301 South Main, Suite 210
Lamar, CO 81052
United States
719-336-8011
prowerscounty.net

14.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement. The parties agree that signatures transmitted electronically, whether sent via facsimile or as attached files (e.g., .PDF), shall be acceptable to bind the parties and shall not in any way affect this Agreement's validity. The parties intend to confirm any electronically transmitted signatures by exchanging ink-signed originals, but the failure to do so shall not affect this Agreement's validity in any way.

14.13 Savings. Client's failure to perform any of its responsibilities set forth in any Statement of Work or Solution Schedule (other than for non-payment of undisputed amounts) will not be deemed to be grounds for termination of this Agreement by Vendor. Vendor's nonperformance of its obligations under this Agreement will be excused (or, if practicable, the time period within which Vendor may perform an obligation shall be extended) if and solely to the extent: (i) Vendor's failure to perform, or failure to timely perform, an obligation results from Client's failure to perform or failure to timely perform its responsibilities; (ii) Vendor provides Client with prompt and reasonably detailed notice of Client's nonperformance and reasonable opportunity to cure; and (iii) Vendor uses commercially reasonable efforts to perform its duties notwithstanding Client's failure to perform.

14.14 Entire Agreement. This Agreement together with Appendix A - Hosting Services Solution Schedule, and Appendix B - Information Protection and Security herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any and all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. This Agreement will not be superseded by any click-through, browse-through, web-incorporated, shrink-wrap or other agreement not signed by hand by authorized officers of Client and Vendor, and any click-through, browse-through, shrink-wrap or other unsigned agreement will be of no effect regardless of any process or action of acceptance necessary to bypass the unsigned agreement. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

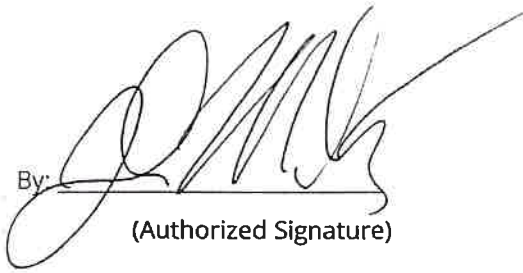
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

Signatures

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

VENDOR: EvoGov, Inc.

Client: Prowers County Colorado

By: 
(Authorized Signature)

Name: John McKown

Title: President

By: _____
(Authorized Signature)

Name: _____

Title: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/21/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 05/15/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 5/14/2024 email poll approval of letter of support to Safeside Recovery's initiative to establish transitional housing in Bent 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:

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

May 14, 2024

Re: Support for Signal Rural Recovery Grant – May 2024.

To Whom it May Concern:

The Board of County Commissioners for Prowers County, Colorado, supports SafeSide Recovery's initiative to establish a men's transitional sober living home in Las Animas, CO, focused on addiction recovery, local employment, and reintegration to our communities. As County Commissioners, we recognize the benefit of enhancing recovery services in our region.

SafeSide Recovery's plan to combine sober living with employment support aligns with Prowers County's commitment to health and community support. We share a mutual desire to aid all communities in southeast Colorado through myriad resources, including SafeSide Recovery peer support staff, and life-readiness coaches.

The Board of County Commissioners for Prowers County, Colorado, encourages the grantors to fund this project in neighboring Bent County. Thank you for your consideration.

Sincerely,

Board of County Commissioners for Prowers County, Colorado



Ron Cook, Chair



Thomas Grasmick, Vice-Chair



Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/21/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 05/15/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Proposal submitted to Prowers County for Administration, Treasurer, and Assessor Software upgrades.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!