

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS  
NOVEMBER 12, 2025**

7:00 a.m. Mark Dorenkamp, Road & Bridge Supervisor  
- Update (AM Breakfast House , 410 S Main St, Lamar, CO 81052)

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

**WORK SESSION**

9:00 a.m. Brooke Matthew, CSU Extension SE Region Director  
Claudia Terrazas, Spanish Language Specialist, CSU Extension Office  
Michaela Mattes, Agronomist CSU Extension Office  
- Colorado State University Extension update

10:00 a.m. Staffon Warn, Rural Fire Chief  
- Equipment Discussion

10:30 a.m. Paula Gonzales, Finance/Budget Officer  
- Budget Discussion

11:00 a.m. BOCC  
- Updates

**MEETING AGENDA**

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

**CONSENT AGENDA ACTION ITEMS:**

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any, for all County Funds and DHS Funds, which include WHC and H3C Funds
3. Consider Approval of October 28, 2025 Meeting Minutes

## **PUBLIC APPEARANCES**

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

## **DISCUSSION**

Michelle Nelson, AgriTech Consultant

- 1041 Season Report Re: GP Irrigated Farms, LLC/S-D Investments, LLC/LAWMA, Farm 63, and Tri-State Transmission Line
- 1041 Updates

## **UPDATES**

Don Wilson, Interim County Administrator

County Administrator update

SNAP Support Discussion - Lanie Meyers-Mireles (2:00pm)

Rose Pugliese, Esq.

County Attorney update

## **PREVIOUSLY TABLED ACTION ITEMS:**

1. Consider approval of a Service Agreement between Idemia Identity & Security USA, LLC. and Board of County Commissioners to provide biometric identification services at the Prowers County Sheriff's Office and authorizing Prowers County Sheriff Sam Zordel to execute the agreement.
2. Consider approval of Credit Card Authorization Request for Louis Martinez, Matthew Berry, Lilly Hicks, Saul Salgado, Yvonne Madrid, Diego Diaz, Jo Allenbaugh, Gerardo Soto, Jose Cardenas, Jeremiah Trivino, Prowers County Sheriff's Office, credit card limit of \$1,000.00.
3. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Bergen Spay and Neuter- Alliance Clinic (Kristin Des Marias) and Second Chance Animal Rescue, events are scheduled for March 11-15, 2026 and November 11-15, 2026.

## **ACTION ITEMS:**

1. Consider approval to acknowledge by the BOCC a Hotel & Restaurant w/Optional Premises (County) annual Liquor License Renewal Application for Terry C. Turner, dba TERRY'S GOLF, premises location: 28157 US Hwy 287, Lamar, CO, expiration date January 14, 2027.

2. Consider ratifying 10-29-2025 email poll approval for payment of bills presented for County General Payroll, Payroll AP and AP Fund in the amount of \$1,509,228.58 less \$201,892.46 in certification fund corrections for a total of \$1,307,332.52, with a certification date of 10-30-25, and authorizing the use of the Commissioner's signature stamps.
3. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Mounted Thunder, event scheduled for September 26-27, 2026.
4. Consider approval of COR-201 Audit Engagement Letter with rfarmer, llc to audit the governmental activities, each major fund, and the aggregate remaining fund information of Prowers County as of December 31, 2025 and estimated audit fee will not exceed \$27,500.00 unless notified by rfarmer, llc.
5. Consider approval to acknowledge by the BOCC a Club License (County) annual Liquor License Renewal Application for BPOE Lodge Elks for the USA Lodge No. 1319, premises location: Section 18 & 19 Range 46 West, Lamar, CO, expiration date December 31, 2026.
6. Consider ratifying 10-28-2025 verbal poll approval for Prowers Area Transit (PATs) to submit a grant application in the amount of \$86,000 for Multimodal Transportation and Mitigation Options Fund (MMOF) for Prowers Area Transit Fleet Modernization and Accessibility Project with a completion date of August 2026.
7. Consider approval of the 2026-2027 County Merit System Certification with the Colorado Department of Human Services and the Colorado Department of Health Care Policy and Financing and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement.
8. Consider approval of submitting the Tony Grampsas Youth Services Request for Application in the amount of \$71,601.00 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the application electronically.
9. Consider approval of a request by Dustin Shipman to put in an access to property owned by Mr. Shipman. Said access will be built off of property owned by Prowers County known as the Lamar Reliever Route (a.k.a. Lamar Bypass). The property is located in Section 20, Township 23, Range 46 West, the 6th P.M.
10. Consider approval of a Letter sent to Division of Local Affairs (DOLA) committing Prowers County's Prop 123 Incentive Funds to Southeast Colorado Regional Housing Authority (SECRHA) Project.
11. Consider ratifying 11-3-2025 email poll approval of payment of bills presented for County General AP Fund in the amount of \$303,623.66 with a certification date of November 4, 2025, and authorizing the use of the Commissioner's signature stamps.

12. Consider approval of Underground and Utility Permit No. 979 for Southeast Colorado Power to install a Road Cut for Electric-Primary location- County Road H and 0.1 mile east of Hwy 287 south.
13. Consider approval to acknowledge the issuance of a Special Event Liquor Permit for BPOE Lodge Elks for the USA Lodge No. 1319, event scheduled for November 22, 2025, located at 28157 Hwy 287, Lamar, CO.
14. Consider approval of Purchase of Service Contract between Prowers County Department of Human Services and Gerardo Soto.
15. Consider approval of revised "BOCC Agenda Submission and Document Approval Process" for department head guidance.
16. Consider approval of accepting the County Holiday schedule for 2026 calendar year.
17. Consider approval of renewal for a copier Lease Agreement for a term of 60 months at a monthly rate of \$184.74 and authorizing PAT's Operations Manager, Anthony Letteer to execute the Lease Agreement.

#### **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.

#### **ADJOURN**

***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:** 11-12-25

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 10-27-54

**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 by the BOCC a Hotel & Restaurant w/Optional Premises (County) annual Liquor License Renewal Application for Terry C. Turner, dba TERRY'S GOLF, premises location: 28157 US Hwy 287, Lamar, CO, expiration date January 14, 2027.

**Justification or Background:**

All appropriate paperwork submitted with Application

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

N/A

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

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

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

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

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

**TERRY CRAIG TURNER  
dba TERRY'S GOLF  
28157 US HIGHWAY 287  
Lamar CO 81052**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-22700</b>	License Expires at Midnight <b>January 14, 2027</b>
License Type <b>HOTEL &amp; RESTAURANT / OPTIONAL (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 10/27/2025 LH

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director

License No. 2026 - 277

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

TERRY CRAIG TURNER.

dba: TERRY'S GOLF

28157 US HWY 287

LAMAR, CO 81052

License Expires at Midnight JANUARY 14, 2027

License Type: HOTEL & RESTAURANT/OPTIONAL (COUNTY)

Authorized Beverages: MALT, VINOUS & SPIRITUOUS

*This is to Certify*, That TERRY CRAIG TURNER, dba TERRY'S GOLF 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 14<sup>th</sup> Day of JANUARY, 2026 and ending on the 14<sup>th</sup> Day of JANUARY, 2027 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 County Clerk & Recorder, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this 20<sup>th</sup> Day of OCTOBER, 2025.

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:** 11-12-2025

**Submitter:** Paula Gonzales, Finance Director

**Submitted to the County Administration Office on:** Email Poll 10-29-25

**Return Originals to:** Paula Gonzales & Jana Coen

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 10-29-2025 email poll approval for payment of bills presented for County General Payroll, Payroll AP and AP Fund in the amount of \$1,509,228.58 less \$201,892.46 in certification fund corrections for a total of \$1,307,332.52, with a certification date of 10-30-25, and authorizing the use of the Commissioner's signature stamps.

**Justification or Background:**

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

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

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

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



# PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$1,509,228.58  
 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **October 30, 2025**


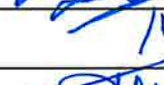

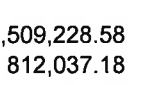
	#	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND		\$ -	331,340.78	104,346.12
ARPA FUND		\$ -	-	-
FSA ACCOUNT		\$ -	-	-
BOOKING FEES ACCOUNT		\$ -	-	-
PUBLIC HEALTH AGENCY		\$ -	130,753.49	34,650.68
ROAD & BRIDGE FUND		\$ -	71,800.69	19,718.97
SALES & USE TAX FUND		\$ -	-	-
CONSERVATION TRUST FUND		\$ -	-	-
CAPITAL FUND		\$ -	-	-
OTHER AGENCIES FUND		\$ -	-	-
LODGING TAX FUND		\$ -	211.75	67.14
CRMC FUND		\$ 350,000.00	90,894.60	28,312.34
OPC FUND		\$ 250,000.00	72,190.09	24,941.93
<b>Totals</b>		<b>\$ 600,000.00</b>	<b>\$ 697,191.40</b>	<b>\$ 212,037.18</b>

DATE: October 30, 2025

DATE: October 30, 2025

DATE: October 30, 2025

DATE: October 30, 2025

  
 BOCC CHAIRMAN  
  
 COMMISSIONER  
  
 COMMISSIONER  
  
 CLERK TO THE BOARD

Total Paid Approve To Pay	\$	1,509,228.58
AP + Fringes	\$	812,037.18
Total Pd Certification - Payroll	\$	812,037.18
Total Payroll + Fringes	\$	909,228.58

Ending Check No. 76704  
 Beginning Check No. 76690

Total Number of Checks: 15

STATE OF COLORADO }  
 } SS:  
 COUNTY OF PROWERS }

  
 Prowers County Treasurer's Office

# PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01  
76690-76704

0010

October 30, 2025

Certification Corrections to the Treasurer for 9.2025 \$ (163,315.79)  
Certification Corrections to the Treasurer for 9.2025 \$ 1,220.36  
Payroll 10.2025 SUTA, CO Withhodling & Forfeitures \$ (39,797.03)

	Payroll	\$ 331,340.78		
	Total Fringes	\$ 104,346.12	Total	\$ 233,794.44

ARPA -

0018

				Total	\$ -
--	--	--	--	-------	------

ROAD & BRIDGE FUND - 02

0020

	Payroll	\$ 71,800.69		
	Fringes	\$ 19,718.97	Total	\$ 91,519.66

FSA (Cafeteria) 552

0552

				Total	\$ -
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Sheriff's Booking Fees

0675

	Payroll	\$ -		Total	\$ -
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SALES & USE TAX FUND - 03

0900

				Total	\$ -
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CONSERVATION TRUST FUND - 06

0130

				Total	\$ -
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CAPITAL FUND - 07

0100

				Total	\$ -
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OTHER AGENCIES FUND- 08

				Total	\$ -
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LODGING TAX - 09

0014

	Payroll	\$ 211.75		
	Total Fringes	\$ 67.14	Total	\$ 278.89

PUBLIC HEALTH AGENCY - 11

0676

Certification Corrections to the Treasurer for 9.2025 \$ (3.60)

	Payroll	\$ 130,753.49		
	Total Fringes	\$ 34,650.68	Total	\$ 165,400.57

CRMC

0016

	Payroll	\$ 90,894.60		
	Total Fringes	\$ 28,312.34	Total	\$ 469,206.94

OPC

0017

		\$ 250,000.00		
	Payroll	\$ 72,190.09		
	Total Fringes	\$ 24,941.93	Total	\$ 347,132.02

Paula Gonzales, Finance Director

**GRAND TOTAL** \$ 1,307,332.52



Prowers County, CO

## Check Register

Packet: APPKT00185 - 9.2025 Payroll AP

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
AFL1	Aflac	10/30/2025	Regular	0.00	2,081.63	76690
CRA1	CCOERA	10/30/2025	Regular	0.00	75,951.14	76691
CRA2	CCOERA	10/30/2025	Regular	0.00	1,003.29	76692
CLN1	Colonial Life & Accident Ins Co.	10/30/2025	Regular	0.00	1,094.28	76693
CST2	Colorado State Treasurer	10/30/2025	Regular	0.00	3,809.83	76694
CAI1	Continental American Insurance Con	10/30/2025	Regular	0.00	715.70	76695
CHP1	County Health Pool	10/30/2025	Regular	0.00	135,929.35	76696
FSR1	Family Support Registry	10/30/2025	Regular	0.00	3,975.22	76697
FNB1	Frontier Bank	10/30/2025	Regular	0.00	145,497.32	76698
LEG1	LegalShield	10/30/2025	Regular	0.00	328.95	76699
MTS1	MASA - MEDICAL AIR TRANSPORTAT	10/30/2025	Regular	0.00	677.00	76700
VEN00954	Mountain Peak Law Group, PC	10/30/2025	Regular	0.00	300.00	76701
NCA1	Nationwide Retirement Solutions	10/30/2025	Regular	0.00	170.00	76702
PRC1	Prowers County	10/30/2025	Regular	0.00	525.00	76703
PRC1	Prowers County	10/30/2025	Regular	0.00	600,000.00	76704

### Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	38	15	0.00	972,058.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>38</b>	<b>15</b>	<b>0.00</b>	<b>972,058.71</b>



Prowers County, CO

## Detail Register

### Payroll Summary

Packet: PYPKT00085 - PP October 2025 pd 10/31/25  
Payroll Set: 01 - Payroll Set 01

Pay Period: 10/01/2025 - 10/31/2025

Total Direct Deposits: 513,575.23  
Total Check Amounts: 0.00

Males Paid: 80  
Females Paid: 93  
Unknown Paid: 0  
Total Employees: 173

#### EARNINGS

Pay Code	Units	Pay Amount
Adult Trans OT	39.00	1,302.75
CH Security OT	87.50	2,863.50
Elected Official	0.00	50,470.26
Extra Duty	0.00	2,398.35
Hourly Wage	21,118.75	442,065.22
Incentive	0.00	19,500.00
Jail Nursing-H	57.50	2,875.00
Jail TR Book Fee-OT	18.00	563.22
JBBS-H	0.00	0.00
Juev Tr-OT	29.00	967.88
OT	158.75	5,128.73
Salary	0.00	169,056.49
<b>Total:</b>	<b>21,508.50</b>	<b>697,191.40</b>

#### TAXES

Code	Subject To	Employee	Employer
Federal W/H	645,998.51	41,300.02	0.00
MC	681,028.46	9,874.93	9,874.93
SS	681,028.46	42,223.72	42,223.72
State W/H	645,998.51	24,361.00	0.00
Unemployment	646,721.14	0.00	1,293.47
<b>Total:</b>		<b>117,759.67</b>	<b>53,392.12</b>

#### DEDUCTIONS

Code	Subject To	Employee	Employer
457 %	4,827.33	193.09	0.00
457 AMT	0.00	150.00	0.00
457 Roth %	10,655.61	390.20	0.00
457 Roth AMT	0.00	270.00	0.00
Accident	0.00	481.14	0.00
AFLAC AT	0.00	455.06	0.00
AFLAC PT	0.00	1,626.57	0.00
Child Support	0.00	3,975.22	0.00
Colonial AT	0.00	520.84	0.00
Colonial Pre Tax	0.00	573.44	0.00
Critical AT	0.00	181.30	0.00
Dental	0.00	4,880.30	0.00
FSA	0.00	525.00	0.00
Garn-Martinez	0.00	300.00	0.00
Health Insurance	0.00	5,956.48	122,164.52
Hospital IN-Pre Tax	0.00	53.26	0.00
HSA - CSB	0.00	350.00	0.00
HSA - GN Bank	0.00	100.00	0.00
HSA - TBK Bank	0.00	1,300.00	0.00
Legal Aid	0.00	328.95	0.00
Life Ins- AD&D	0.00	0.00	1,082.88
Life Ins-Dependent	0.00	23.92	0.00
MASA	0.00	677.00	0.00
Nationwide Retirement	0.00	170.00	0.00
Retirement	690,335.77	34,516.86	34,516.86
Retirement Loan	0.00	6,917.42	0.00
Supp Life-Employee	0.00	557.70	0.00
Supp Life-Spouse	0.00	66.00	0.00
Vision	0.00	316.75	880.80
<b>Total:</b>		<b>65,856.50</b>	<b>158,645.06</b>

#### RECAP 01 - Payroll Set 01

Earnings:	697,191.40	Benefits:	0.00	Deductions:	65,856.50	Taxes:	117,759.67	Net Pay:	513,575.23
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# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/12/2025

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** 10/30/2025

**Return Originals to:** Jana Coen & Administration Office

**Number of originals to return to Submitter:** 3

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Mounted Thunder, event scheduled for September 26-27, 2026.

**Justification or Background:** Annual event

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

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

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

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



**PROWERS COUNTY FAIRGROUNDS FACILITY**  
**RENTAL AGREEMENT**

Today's Date: <u>10/28/25</u>	Date(s) of Events: <u>9/26 - 9/27/2026</u>
Name of Organization: <u>Colorado Hounted Thunder</u>	Set Up Time: _____ am pm
Name & Address of Authorized Agent: <u>Axel Thurner</u> <u>28001 CR 3</u> <u>Lamar CO 81052</u>	Event Starts: <u>9</u> <u>am</u> pm
Phone: <u>719 688 0896</u>	Finish Time: <u>6</u> am <u>pm</u>
Sales Tax ID: _____	<input checked="" type="checkbox"/> Arena <input type="checkbox"/> Home Ec <input type="checkbox"/> Centennial <input checked="" type="checkbox"/> Pavilion
Type of Event: <u>Cowboy Hounted Shooting</u>	

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

[Signature]  
Authorized Agent

10/28/25  
Date

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

Rental Approved:

[Signature]  
Maintenance & Facilities Director

10-30-25  
Date

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

\_\_\_\_\_  
Date

**For County Use Only:**

Date Booking Fee Paid (\$25.00): \_\_\_\_\_ Damage/Cleaning Deposit: \_\_\_\_\_  
Date Rental Fee Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_

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

Liability Insurance received: Yes \_\_\_ No \_\_\_ Date: \_\_\_\_\_



# **PROWERS COUNTY FAIRGROUNDS**

## **FACILITY RENTAL RESERVATION AGREEMENT**

Between Prowers County Board of Commissioners (Commissioners) and the Authorizing Agent (User) renting the facility, including any parking areas, if applicable (Rented Premises).

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

be rescheduled with no additional fees due. If the event is rescheduled for any other reason without the required notice, an additional booking fee will be charged.

7. Subleasing or charging additional fees to use the Rented Premises will not be permitted.
8. Non-commercial Users may have one (1) day in advance for set-up, decorating, etc. between the hours of 8:00 am and 4:00 pm, provided that there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of **\$100** will be charged for each additional day. Commercial Users: If special set-up/tear-down is required, standard facility use days will be charged on a ½ day basis.
9. Liability insurance is **required** for all commercial events. Certain “at risk” activities, i.e. rodeos, tractor pulls, carnivals, circuses, etc. are **required** to provide liability insurance. An insurance certificate showing Prowers County as an additional insured **must** be provided to the County no later than ten (10) business days prior to the scheduled event.
10. Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
11. The User acknowledges that the User’s rental of Prowers County’s property is not subject to the direct supervision and control of Prowers County personnel. Accordingly, and in express consideration for the within Agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of the User’s rental of Prowers County’s property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in Prowers County’s sole discretion, including attorney’s and expert witness fees.
12. The Agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorneys’ and expert witness fees.
13. Falsified or misleading information on this form may be cause for cancellation of this Agreement and forfeiture of the Damage/Cleaning Deposit and/or Rental Fees paid and may result in loss of future usage of the Rented Premises.
14. The User shall be required to call for an on-site facility orientation with the Fairgrounds caretaker no later than five (5) working days prior to the event. The User will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the Fairgrounds caretaker. The Fairgrounds Caretaker can be reached by calling 719-931-0034 and is available to schedule an orientation Monday – Friday 9:00 am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this Agreement.* The User understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00 pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
15. Every effort has been made to provide that the Rented Premises is adequately maintained and appropriately prepared for normal use. It is further understood that the building and grounds systems can, and do, fail at times. Failures may include, but are not limited to: electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied or stipulated in this Agreement. Prowers County Personnel will only be made available during off-hours in the



event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular workday.

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

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

Date: 10/28/25

Organization: Colorado Mounted Thunder

Authorizing Agent Printed name: Axel Thurner

Authorizing Agent Signature: 

**For Rodeo Events:**

Authorized Tractor/Equipment Operator Printed Name: Axel Thurner

# PROWERS COUNTY FAIRGROUNDS

## FEE SCHEDULE

Facilities Requested	Not For Profit	Resident or Local For Profit	Non-Resident or Non-Local For Profit	# of days/head of livestock	Total
Arena Rent <i>Daily</i>	\$150	\$300	\$970		
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970		
Home Economics' Bldg. Rent <i>Daily</i>	\$500	\$250	\$500		
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210		
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding Rodeo Events Minimum Fee <i>Daily</i>	\$20	\$30	\$40		
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$30	\$30	\$30		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20		
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to event)	\$1000	\$1000	\$1000		

\* Rental Fees for the Pavilion for Not for Profit will not be charged since the Event Organizer is responsible for collecting the fee. The fee is still subject to 50/50 split, at the Commissioners' discretion

<b>TOTAL</b> <b>(DUE 10 DAYS PRIOR TO USE)</b>	\$	\$	\$		\$
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1. Fees are based upon a per calendar day rate. Events which extend beyond midnight of the scheduled day may be subject to a fee for an additional day.
2. The Commissioners reserve the right to request verification of not-for-profit status.
3. A commercial event is defined as an activity where fees are charged to entrants and the sponsoring entity retains some or all of the proceeds from the activity or where goods or services are offered for sale or lease to the general public. The Commissioners reserve the right to determine if an event is a commercial activity.
4. Commercial vendors will pay a fee in addition to the fees listed on the attached fee schedule in the amount of 1% of gross sales, based upon the vendor's projections. The amount of the projected sales will be verified by comparison of the projection to Sales Tax as reported to the State.
5. RV or Camper Parking is only allowed for a total of three (3) days per thirty (30)-day time period, unless in conjunction with a Registered Event.
  - a. RV or Camper Parking in conjunction with a Registered Event must follow the policies set forth in 8a. below.
  - b. For RV or Camper Parking NOT in conjunction with a Registered Event:
    - i. Electrical and water hook-up fees are to be paid and collected at the Prowers County Administration Office at 301 S Main Street, Suite 215, Lamar, CO 81052 or by calling (719) 336-8025 during normal business hours OR at the Fairgrounds Drop Box.
    - ii. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
    - iii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
    - iv. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure.
    - v. The individual or organization on record at the Prowers County Administration Office will be responsible to pay for any damage incurred due to unauthorized electrical or water connections.
6. It is the responsibility of the Event Organizer to make arrangements to meet on-site with the Fairgrounds Caretaker no later than four (4) days prior to the event to receive building keys and facility use instructions.
7. REGISTERED EVENTS ONLY:
  - a. Covered and uncovered stall fees are to be reserved, collected, refunded for cleaning, and accounted for by the Event Organizer with the understanding that if covered stalls are cleaned by the Event Organizer after use, the amount collected is split 50%/50% between the Event Organization and Prowers County.
8. REGISTERED EVENTS ONLY:
  - a. RV Electrical and water hook-up fees are to be reserved, collected, and accounted for by the Event Organizer with the understanding that:
    - i. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
    - ii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
    - iii. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure. The Event Organization will be responsible to pay for any damage incurred due to unauthorized electrical connections.

# **PROWERS COUNTY FAIRGROUNDS**

## **REGISTERED RODEO EVENTS**

### FAIRGROUNDS USE:

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

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

### REGISTERED RODEO EVENTS:

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

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

1. The fairgrounds rodeo arena is watered regularly using a water reel. Use of the water reel by event organizers is prohibited. The rodeo arena may be watered once daily during a registered rodeo event at the event organizers request only if scheduled and coordinated with the Fairgrounds Caretaker.
2. The fairgrounds rodeo arena is worked prior to the rodeo event by the Fairgrounds Caretaker using Prowers County equipment. Working the arena during the event is the responsibility of the event coordinator. The county tractor and attached arena king finisher are available for use by the event coordinator, or specified driver, for the duration of the event. A key to the tractor is provided only after the specified driver has met on-site with the Fairgrounds Caretaker for operating instructions.
3. Concession stand use is by reservation only. Call the Prowers County Extension service (719-336-7734) to reserve.
4. The event organizer is responsible to reserve and collect fees for covered stalls located in the Prowers County Pavilion. The stalls are located in the Prowers County Sale Barn and set-up by Prowers County Staff before the event.
5. The event organizer is responsible for ensuring the following:
  - a. Scheduling with the Fairgrounds Caretaker for setting up horse stalls in the Pavilion.
  - b. Scheduling with the Fairgrounds Caretaker for cleaning the stalls after the event.
6. The event organizer is responsible for reserving and collecting all fees associated with R.V. hook-ups, dry camping, and horse stall fees.

The event organizer is responsible for ensuring the following:

1. **No** horses shall be tied or penned at, or near, any R.V. electrical or water hook-up located at the arena parking area and arena parking area fencing, or at the R.V. hook-ups located north of the Prowers County Pavilion.
2. **No** R.V. campers, horse trailers, or other similar vehicles shall not be allowed to park near, and/or plug any electrical cord into the electrical outlets located in the Prowers County Pavilion.
3. **No** horses shall be tied to, or penned near, any permanent fence or any tree located anywhere on Prowers County Fairgrounds property.



4. **All** dry camping and horse penning shall be located in the southwest dirt parking area only. Under no circumstances shall dry camping and penning be located on roto-mill, asphalt, or grass areas elsewhere on the Prowers County Fairgrounds property. The Event Organizer is responsible for the cost of clean-up if horses are penned or tied in areas outside dry camp areas.
5. **All** R.V. hook-ups (pedestal) provided for use during registered rodeo events are for one (1) R.V. camper only. Under no circumstances shall more than one R.V. camper plug into a reserved pedestal.
6. **All** horses and livestock are prohibited from access to paved pedestrian and driveways, grassy areas, treed areas, and covered buildings with the exception of the Prowers County Pavilion.

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

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

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

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

## **HOME EC. BUILDING CHECKLIST**

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

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

## **KITCHEN CHECKLIST**

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

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

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

We would ask that the arena fee be waived as in the past

We will pay for stalls, RV and Dry Camping

Waiving Arena Fee keeps our payback for the event up which brings more contestants

8/26 - 9/27/2026  
Date(s) of Event

[Signature]  
Authorized Agent

10/23/25  
Date

**Fees Included in Waiver Request**

☒ Booking Fee \$ 25.00  
☒ Pavilion Rent \$ 300 x 2 = 600  
☐ Vaqueros Bldg Rent \$ \_\_\_\_\_  
☐ Arena Pens \$ \_\_\_\_\_  
☐ RV Parking \$ \_\_\_\_\_

☒ Arena Rent \$ 300 x 2 = 600  
☐ Home Ec Bldg Rent \$ \_\_\_\_\_  
☐ Parking Lots \$ \_\_\_\_\_  
☐ Pavilion Boarding \$ \_\_\_\_\_  
☐ Dry Camping \$ \_\_\_\_\_  
☒ Cleaning Deposit \$ 1,000

**Request is approved with the following conditions:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

**Request is denied for the following reason:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-12-2025

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** 10-30-2025

**Return Originals to:** Jana Coen & rfarmer, llc

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

**Contract Due Date:**

Consider approval of COR-201 Audit Engagement Letter with rfarmer, llc to audit the governmental activities, each major fund, and the aggregate remaining fund information of Prowers County as of December 31, 2025 and estimated audit fee will not exceed \$27,500.00 unless notified by rfarmer, llc.

**Item Title/Recommended Board Action:**

**Justification or Background:**

Annual Letter of Engagement with rfarmer, llc.

**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):**



September 20, 2025

Prowers County  
South Main  
Lamar CO 81052

The following represents our understanding of the services we will provide Prowers County.

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of Prowers County, as of December 31, 2025, and for the year then ended and the related notes, which collectively comprise Prowers County's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. 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 auditing standards generally accepted in the United States of America (GAAS) 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 made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, 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 the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Budget to actual information

Supplementary information other than RSI will accompany Prowers County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

2. Budget to actual information
3. Highway users trust fund report
4. Balance sheet and statement of revenues and expenditures for the non-major funds

## **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. 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, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Prowers County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

## **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Prowers County's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Management Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America,
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and

- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic 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 current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.<sup>1</sup>

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### ***Nonattest Services***

With respect to any nonattest services we perform,

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by Prowers County's management.

- Preparation of draft financial statements from your working trial balances and adjusted, if needed.

We will not assume management responsibilities on behalf of Prowers County. However, we will provide advice and recommendations to assist management of Prowers County in performing its responsibilities.

Prowers County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including.
- The nonattest services are limited to the items listed above previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

## **Reporting**

We will issue a written report upon completion of our audit of Prowers County's basic financial statements. Our report will be addressed to Prowers 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 an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements 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 to issue a report as a result of this engagement.

## **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or master's for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

### **Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion with the appropriate management personnel.

Ronny R Farmer is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the firm's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, including actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will not exceed \$27,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Prowers County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to Prowers County Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;

- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of rfarmer, llc. and constitutes confidential information. However, we may be requested to make certain audit documentation available to other parties pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of rfarmer, llc’s personnel.

Please sign and return a signed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

Ronny R Farmer  
*rfarmer, llc*

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Prowers County

Acknowledged and agreed on behalf of Prowers County by and for the year ended December 31, 2025:

\_\_\_\_\_

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

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



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-12-25

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 10-30-25

**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 by the BOCC a Club License (County) annual Liquor License Renewal Application for BPOE Lodge Elks for the USA Lodge No. 1319, premises location: Section 18 & 19 Range 46 West, Lamar, CO, expiration date December 31, 2026.

**Justification or Background:**

Annual License Renewal, all appropriate paperwork submitted with Application.

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

N/A

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

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

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

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

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

**BPOE LODGE ELKS FOR THE USA LODGE NO1319  
dba BPOE LODGE ELKS FOR THE USA LODGE NO 1319  
SEC 18 &19 RANGE 46 WEST  
Lamar CO 81052**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>09-16486-0000</b>	License Expires at Midnight <b>December 31, 2026</b>
License Type <b>CLUB LICENSE (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 10/29/2025 HK

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director



License No. 2026 - 274

License Fee: \$141.25

STATE OF COLORADO  
COUNTY of Prowers

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

**RETAIL LIQUOR LICENSE  
CLUB LICENSE (County)**

Prowers County Liquor Board

301 S. Main St, Ste. 215, Lamar, CO 81052

BPOE LODGE ELKS FOR THE USA LODGE NO 1319  
dba: BPOE LODGE ELKS FOR THE USA LODGE NO1319  
SEC 18 & 19 RANGE 46 W  
LAMAR, CO 81052

License Expires at Midnight **DECEMBER 31, 2026**  
License Type: **CLUB LICENSE (COUNTY)**  
Authorized Beverages: MALT, VINOUS and SPIRITUOUS LIQUOR

*This is to Certify*, That BPOE LODGE ELKS FOR THE USA LODGE NO 1319 dba: BPOE LODGE ELKS FOR THE USA LODGE NO. 1319 having applied for a License to sell MALT, VINOUS and SPIRITUOUS LIQUOR at retail and having paid the proper fees to the County Clerk, the above applicant is hereby licensed to sell at SEC 18 & 19 RANGE 46 W, LAMAR, COLORADO, in the County of Prowers, Colorado for a period beginning on the 31<sup>ST</sup> DAY OF DECEMBER, 2025 and ending on the 31<sup>ST</sup> DAY OF DECEMBER, 2026 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 County Clerk & Recorder, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this 21<sup>st</sup> DAY OF OCTOBER, 2025

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:** 11-12-2025

**Submitter:** Anthony Letteer, PATS Operations Manager

**Submitted to the County Administration Office on:** Verbal Poll 10-28-2025

**Return Originals to:** Anthony Letteer, PATS Operations Manager/Admin

**Number of originals to return to Submitter:** 3

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 10-28-2025 verbal poll approval for Prowers Area Transit (PATs) to submit a grant application in the amount of \$86,000 for Multimodal Transportation and Mitigation Options Fund (MMOF) for Prowers Area Transit Fleet Modernization and Accessibility Project with a completion date of August 2026.

**Justification or Background:** This project is located within Prowers County, Colorado with primary service based out of Lamar and extending to the surrounding communities of Holly and Granada, Colorado. The project offers long-term savings through lower maintenance and fuel costs while providing reliable transportation that serves the community's needs.

**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):**

# Local MMOF Project Application - 2024

Complete and submit this form-fillable application **electronically!** Any printed, scanned or converted files will not be accepted. Answer all questions fully.

Transportation Planning Region: Southeast

## Applicant Information

Sponsor Agency Name: Prowers Area Transit



Applicant Contact (name & title): Anthony Letteer: Operations Manager

Email: aletteer@prowerscounty.net

Phone: 719-336-8034

Project Manager (name & title): Anthony Letteer: Operations Manager

Email: aletteer@prowercounty.net

Phone: 719-336-8034

## Project Description

Project Name: Prowers Area Transit Fleet Modernization and Accessibility Project

Project Type (select all that apply):

Fixed-route or On-demand Transit:

- ☒ Capital, Rolling Stock
- ☒ Equipment
- ☒ Operations
- ☐ Facility
- ☐ Planning
- ☐ Transportation Demand Management program
- ☐ Multimodal Mobility project enabled by new technology
- ☐ Multimodal Transportation Study
- ☐ Bicycle or Pedestrian Project
- ☐ Transportation Modeling
- ☐ GHG Mitigation Project

**Project Physical Location & Limits** (Briefly describe the routes, mileposts, endpoints, address, boundaries, or description of the service area of the project, including intersecting roadways.)

The project is located within Prowers County, Colorado, with primary service based out of Lamar and extending to the surrounding communities of Holly and Granada.

County(ies):	Municipality(ies):
<u>Prowers County</u>	<u>Lamar, Holly, and Granada.</u>



**Project Scope of Work:**

List and describe the actual Work and Tasks/Deliverables that will be done. (Do not include why it's being done or its benefits - see Project Benefits section below)

Purchase one new ADA-accessible transit van, complete vehicle branding and equipment installation, register and insure the vehicle, train drivers, and place the van into regular service for Prowers Area Transit.

**Match Funding Required**

Total Project Cost: 86,000

Required Match Rate (50% default): 0%  (Review the Match policy and approved match rate tables)

Minimum Match Funding Required: 0  
(auto calculated)

**Match Rate Explanation** (not required of Counties or Municipalities):  
Provide a brief description of your agency's service area to justify the match rate claimed above.  
Primarily in Lamar, with service throughout Prowers County.

**Project Funding**

Identify below all the sources and amounts of funds proposed for use on the proposed project, including the amounts and years of *MMOF funding requested*, and whether other project funds are *already secured* (through an award or a formal agency's budget) or are *unsecured funds* required and being sought through other award programs or contributors.

**MMOF Funding Request** - Indicate the amount of funds requested by State Fiscal Year (FY), based on the year anticipated to be spent on the project. (NOTE: The FY is July 1 - June 30, with FY2025 beginning July 1, 2024)

FY2025:   
FY2026: 86,000.00   
FY2027:   
FY2028:

Total MMOF Requested: \$86,000.00  
(auto-calculated)

**Other Secured Funding** - Provide the Sources, Types, Year(s) and Amounts of project funding that has already been secured by an award or a formal budget or commitment (attached all formal documentation).

Source (agency and program name):	Type	Year(s)	Amount (\$)

\*Provide evidence of all Secured Funding in Attachment C (resolutions, adopted budgets, award notifications, letters, etc.)

**Other Funding Required, but not yet secured** - Provide the Sources, Types and Amounts of other required project funding that is being sought but is not yet secured by a formal award or commitment, and the date anticipated to be secured. NOTE: In-kind funding must be pre-approved by CDOT.

Source (agency and program name):	Type	Date anticipated	Amount (\$)

**Total Project Funding:** 86,000  
(Must equal Total Project Cost above)

#### Project Timeline

Provide the expected month and year for each of the following stages of the project.

**Projected Date to Advertise:** 03/26

#### Projected Start Dates

**Planning:** 11/25

**Design:** 03/26

**Construction:** 06/26

**Projected Completion Date:** 08/26

#### Project Readiness:

**Right of Way (ROW)** - Is the ROW for this project secured? Describe and explain the status/issues below and attach referenced documents in Attachment G:

N/A

---

**Environmental:** Briefly describe what environmental review or clearances have been completed and attach referenced documents in Attachment E:

N/A

---

## Project Benefits

Briefly describe how the project provides the following specific benefits (n/a if not applicable):

1. **Network/Modal Connectivity** - how the project contributes to a complete bicycle, pedestrian, transit and/or other multimodal system.

The Prowers Area Transit Vehicle Purchase Project will replace and add an ADA-accessible van to improve reliability, safety, and accessibility. The vehicle will serve riders in Lamar, Holly, and Granada, connecting them to essential destinations. Its improved fuel efficiency will reduce costs and environmental impact.

---

2. **Safety** - Project improves roadway safety for non-motorized users.

The new ADA-accessible van enhances safety by reducing the number of individual vehicles on the road and offering reliable, accessible transportation for both passengers and pedestrians.

---

3. **Greenhouse Gas (GHG) Mitigation** - Project reduces GHG by reducing Vehicle Miles Traveled (VMT) or increasing multimodal travel.

The new ADA-accessible van will reduce emissions, improve fuel efficiency, and lower total miles traveled while expanding equitable, shared transportation for seniors and individuals with disabilities.

---

4. **Equity** - Project benefits Disproportionately Impacted (DI) communities or other underserved and disadvantaged community members.

The project provides safe, reliable transportation for seniors, people with disabilities, and low-income residents in underserved communities.

---

5. **Quality of Life and Public Health** - Project provides access to medical facilities and services or to recreation areas, increases active transportation or provides other quality-of-life benefits.

The new ADA van improves access to medical care, community events, and recreation, helping residents stay active, healthy, and connected.

---

6. **Economic Impact** - Project increases access to/from/within employment or economic centers, bolsters tourism or commerce, or decreases the burden on local resources.

The new ADA van increases access to jobs, businesses, and community services, supporting local commerce and reducing transportation barriers for residents.

---

7. **Cost-Benefit** - Project provides substantial benefits relative to the total cost of the project.

The project offers long-term savings through lower maintenance and fuel costs while providing reliable transportation that serves the community's needs.

---



## Planning & Support

**Describe relevant planning, studies and history related to the project:**

This project continues Prowers Area Transit's work to improve accessible and reliable transportation service. Local data and rider feedback show a clear need for an updated ADA van that aligns with county goals and supports growing medical and community transportation demands.

---

**Describe the local, regional, statewide, public and private support for the project and provide evidence in Attachment C.**

The project has strong support from Prowers County, local agencies, and community partners who recognize the need for reliable, ADA-accessible transportation. It also aligns with regional and statewide transit goals outlined by CDOT and the Southeast Colorado Transit Coordinating Council.

---

**List all Local, Regional and/or Statewide Plans supporting and/or identifying the project:**

Prowers County Transit Development Plan; Southeast Colorado Regional Transit Coordinating Council Plan; CDOT 10-Year Strategic Transportation Plan; Statewide Transit Plan (CDOT); and Prowers County Human Services Coordination Plan mobility and accessibility goals.

---

**Supplemental Attachments Required** - please label attachments accordingly.

### Required of All Projects:

- ☒ Attachment A - Cost estimate and project implementation schedule (for Transit: outline the capital, operating and equipment costs and timelines separately)
- ☒ Attachment B - Evidence of Secured Funding, including sponsor and contributing agency resolutions, Award Notifications, commitment letters, etc.
- ☒ Attachment C - Evidence of supporting planning, studies and local/regional/statewide support

### Required of Infrastructure Projects:

- ☐ Attachment D - Maps, plans and photographs
- ☐ Attachment E - Environmental Review
- ☐ Attachment F - Proposed maintenance plans, agreements, covenants
- ☐ Attachment G - Right-of-way, easements, legal property description

CDOT Review & Recommendations

CDOT Review Lead:

Date:

	Comments/Concerns/Questions	Recommendations
Eligibility		
Budget/ Funding		
Readiness/ Timeline		
Scope & Feasibility		
Other		



# Attachment A – Cost Estimate and Project Implementation Schedule

## 1. Project Summary

**Project:** Purchase and deployment of one (1) ADA-accessible transit van

**Applicant:** Prowers Area Transit (PAT) – Prowers County

**Grant Request:** \$86,000

## 2. Project Implementation Schedule

Phase	Activities	Timeframe
Planning & Procurement	Finalize vehicle specs, obtain quotes, and submit purchase order	November 2026
Delivery & Upfitting	Receive vehicle, install safety and tech equipment	March 2026
Training & Launch	Train drivers and integrate into daily service	June 2026
Full Operation	Vehicle placed into daily route service	August 2026

## 4. Notes

- The **\$86,000 grant** will be used directly toward the **vehicle purchase**.
- The **\$25,000 local match** from Prowers County Transit will cover upfitting, branding, insurance, and related expenses.
- This project supports Prowers Area Transit's mission to provide safe, reliable, and accessible transportation for all residents of Prowers County by replacing an older vehicle with a new ADA-accessible van that offers improved fuel efficiency and lower operating costs.



Washington State  
DEPARTMENT OF  
ENTERPRISE SERVICES

Contract Automobile Request System (CARS)

## Contract Vehicle Menu

☒ Vehicles ☐ Forklifts

Agency: ADA Full Size Vans

Vehicle Options: No Options

Alt Options: ☐ Drive Train: -- Select -- Manufacturer: -- Select --

Clear Selections

Alt	Vehicle	Year	Make	Model	Trim	Drive Train	Manufacturer	Price	Availability	Notes
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	2WD	Scheeky Northwest	\$56,197.37	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	2WD	Scheeky Northwest	\$56,197.37	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	RWD	Model 1	\$78,651.00	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	RWD	Model 1	\$78,651.00	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	RWD	Model 1	\$78,651.00	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	RWD	Model 1	\$78,651.00	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	2WD	Northwest Bus Sales	\$81,645.39	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	2WD	Northwest Bus Sales	\$154,630.63	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	2WD	Northwest Bus Sales	\$85,214.05	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	2WD	Northwest Bus Sales	\$93,036.83	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	2WD	Northwest Bus Sales	\$92,745.29	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	2WD	Northwest Bus Sales	\$85,302.97	Yes	
alt-00000000	2025 Ford Transit	2025	Ford	Transit	2025 Ford Transit	2WD	Northwest Bus Sales	\$85,027.98	Yes	



# Board of County Commissioners

## Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

TY HARMON  
FIRST DISTRICT

RON COOK  
SECOND DISTRICT

ROGER STAGNER  
THIRD DISTRICT

October, 30, 2025

Multimodal Planning Branch  
CDOT Office of Multimodal Planning  
Division of Transportation Development  
2829 W. Howard Pl., 4th Floor  
Denver, CO 80204

### ***Re: Local MMOF Project Application - 2025***

Dear Region 19 RFP Committee Members,

The Prowers County Board of County Commissioners is proud to support the Prowers Area Transit Vehicle Purchase Project, which will add a new ADA-accessible van to the county's transportation fleet. This important investment will enhance the reliability, safety, and accessibility of public transit services for residents throughout Prowers County, connecting them to essential destinations such as medical facilities, workplaces, community events, and recreational opportunities.

The new vehicle will not only improve mobility for individuals with disabilities but also promote greater community participation and independence for all riders. By replacing older vehicles with a more fuel-efficient and environmentally friendly option, the project will help reduce operating costs and minimize the county's environmental footprint.

Additionally, the ADA-accessible van will contribute to safer roadways by reducing the number and size of individual vehicles in use, offering a dependable transportation option for passengers and pedestrians alike.

Sincerely,  
PROWERS COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Ron Cook,  
County Commissioner

  
\_\_\_\_\_  
Roger Stagner,  
County Commissioner

  
\_\_\_\_\_  
Ty Harmon,  
County Commissioner

## **Attachment B – Evidence of Secured Funding**

Prowers County has identified and committed staff resources to support this project; however, full implementation is contingent upon receipt of MMOF funding. The requested grant funds represent the critical funding necessary to complete the ADA-Accessible Van Purchase Project.

### **Secured Funding Evidence:**

- Prowers Area Transit has committed **\$25,000 in local transit funds** toward the upfitting, and deployment of the new ADA-accessible van.
- The requested **\$86,000 grant** will directly support the vehicle purchase as outlined in Attachment A.
- Prowers Area Transit maintains budgetary and administrative oversight to ensure proper use and reporting of all funds.

## **Attachment C – Evidence of Supporting Planning, Studies, and Local/Regional/Statewide Support**

This project aligns with multiple local and state transportation and mobility plans that prioritize accessibility, safety, and community connection. The purchase of a new ADA-accessible van supports ongoing efforts to improve mobility for all Prowers County residents, especially seniors and individuals with disabilities. The new vehicle will also help reduce fuel consumption and waste. This upgrade supports environmental sustainability while maintaining reliable, inclusive, and cost-effective transportation services across the county.

### **Supporting Plans and Studies:**

- Prowers County Transit Development and Operations Plan
- Southeast Colorado Regional Transit Coordinating Council Plan
- Colorado Department of Transportation (CDOT) 10-Year Strategic Transportation Plan
- Statewide Transit Plan – Colorado Department of Transportation
- Prowers County Human Services Coordination and Mobility Goals

### **Local Support:**

This project has the support of Prowers County Administration, local agencies, and community partners who recognize the need for reliable, accessible transit options to connect residents to medical care, employment, and essential services.



DEPARTMENT OF  
ENTERPRISE SERVICES

Contract Automobile Request System (CARS)

## Contract Vehicle Menu

☒ Vehicles ☐ Forklifts

Legacy: ADA Full Size Vans

Submenu: Contract Instructions

Alt Options ☐ Drive Train: -- Select -- Manufacturer: -- Select --

Clear Selections

Year: 2025

Submit

Cancel

Contract #	Alt #	Vehicle Description	Drive Train	Year	Manufacturer	Model	Base Price	Available for Lease	Available for Purchase
Vehicle quote 07621		DriveTrain: Ford Transit L450 Extended Van - Mid Roof - Gas - Rear Lift	2WD	2025	DriveTrain: Ford Transit	Satckly Northwest	\$56,197.37	Yes	No
Vehicle quote 07621		DriveTrain: Ford Transit L450 Passenger Van - Mid Roof - GAS - Side Lift	2WD	2025	DriveTrain: Ford Transit	Satckly Northwest	\$56,197.37	Yes	No
Vehicle quote 07621	Yes	2025 Ford Transit L450 Passenger Van - Rear Entry Gas (NOIN-FLA)	RWD	2025	Ford	Model 1	\$78,651.00	Yes	No
Vehicle quote 07621		2025 FORD SI RIVER VANS FORD TRANSIT - REAR ENTRY GAS	RWD	2025	Ford	Model 1	\$78,651.00	Yes	No
Vehicle quote 07621	Yes	2025 Ford Transit L450 Passenger Van - Side Entry - Gas	RWD	2025	Ford	Model 1	\$78,651.00	Yes	No
Vehicle quote 07621	Yes	2025 Ford Transit L450 Passenger Van - Side Entry - Gas (NOIN-FLA)	RWD	2025	Ford	Model 1	\$78,651.00	Yes	No
Vehicle quote 07621		2025 Model Transit Rear Lift	2WD	2025	PrimeTime Specialty Vehicles	Northwest Bus Sales	\$81,645.39	Yes	No
Vehicle quote 07621		2025 ProMaster M100 Low Floor	2WD	2025	PrimeTime Specialty Vehicles	Northwest Bus Sales	\$154,630.63	Yes	No
Vehicle quote 07621		2025 Model Transit Side Lift	2WD	2025	PrimeTime Specialty Vehicles	Northwest Bus Sales	\$85,244.05	Yes	No
Vehicle quote 07621		2025 ProMaster Rear Lift	2WD	2025	TCI Mobility	Northwest Bus Sales	\$93,036.83	Yes	No
Vehicle quote 07621		2025 ProMaster Side Lift	2WD	2025	TCI Mobility	Northwest Bus Sales	\$92,745.29	Yes	No
Vehicle quote 07621		2025 Transit Rear Lift	2WD	2025	TCI Mobility	Northwest Bus Sales	\$85,302.97	Yes	No
Vehicle quote 07621		2025 Transit Side Lift	2WD	2025	TCI Mobility	Northwest Bus Sales	\$85,027.98	Yes	No





Agency

Powers County

## Vehicle Information

Vehicle Type

Cutaway (i.e., BOC, airport shuttle)

Year Manufactured or Built ⓘ

2017

Manufacturer ⓘ

STB - StarTrans Bus (Division of Forest River, Inc.)

Model

Senator II (IIA)

Model Year

2017

VIN

1FDEE3FSSHDC60976

Vehicle ID

25-3090

Fleet ID

PATS 25-3090

Vehicle Length (ft)

22.0

Seating Capacity ⓘ

12

Standing Capacity

0

Wheelchair Capacity ⓘ

2

Fuel Type

Gasoline

Gross Vehicle Weight Rating (GVWR)

Class 3: 10,001 - 14,000 lbs

Vehicle Features

Lift Equipped

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/11/25

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 10/27/25

**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 the 2026-2027 County Merit System Certification with the Colorado Department of Human Services and the Colorado Department of Health Care Policy and Financing and authorizing Department of Human Services Director, Lanie Meyers-Mireles 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:** 11-3-2025

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

**THANK YOU!**



**COLORADO**  
Department of Human Services



**COLORADO**  
Department of Health Care  
Policy & Financing

To: County Human/Social Services Directors  
From: Colorado Department of Human Services and Health Care Policy & Financing  
Date: 10/27/2025  
Re: 2026-2027 County Merit System Certification

This letter serves as a reminder that the County Department of Human/Social Services is currently required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 and 10 CCR 2505-5 Rule 1.020.4 that each county shall submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department by January 1.

A merit system is an important process for hiring and promoting government employees based on their qualifications and performance rather than political connections. Such a system ensures that public services are run by competent professionals, increases efficiency and effectiveness, prevents favoritism and promotes fairness. It also serves to build public trust and accountability, create a stable and skilled workforce, and eliminate corruption and political patronage.

As a result of the 2022 audit of the County Merit System and subsequent county/state workgroup, the frequency of attestation has changed from annual to biennial (every other year). A signed attestation will be collected every other year by CDHS and shared with HCPF. The certification must be validated by the county board of commissioners or designee.

The Volume 2 rules regarding the County Personnel and Merit System requirements can be [accessed here](#). The 10 CCR 2505-5 rules regarding County Personnel/Staffing Standards and Requirements can be [accessed here](#), and the relevant federal statutes can be [accessed here](#). The HCPF Memo Series can be [accessed here](#). For more information about merit system compliance and certification, please read this [Frequently Asked Questions](#) guide.

Please submit your certifications by January 1, 2026 to CDHS Community Partnerships, Attn: Josh Running Wolf, 1575 Sherman Street, 8th Floor, Denver, CO 80203, or via email to Josh Running Wolf ([joshua.runningwolf@state.co.us](mailto:joshua.runningwolf@state.co.us)). CDHS staff will coordinate with HCPF to ensure that the attestations are appropriately shared between the agencies.

Thank you for your partnership.

Enclosure

cc: Minna Castillo, Deputy Executive Director of Community Partnerships, CDHS  
Chelsey Hall, Director of Operations, Community Partnerships, CDHS  
Peter Severson, County Liaison, Community Partnerships, CDHS  
Rachel Reiter, Policy Communications and Administration Office Director, HCPF  
Joshua Montoya, Partner Relations and Administration Division Director, HCPF



**CDHS Certification of Compliance - Years 2026-2027**  
**County Personnel and Merit System**

The county's merit system for personnel administration shall meet the criteria set forth in the Federal Regulations issued by the Office of Personnel Management of the U.S Department of Health and Human Services found at 5 C.F.R Section 900.601. Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., 9 CCR 2502-1 Rule 2.200, and 10 CCR 2505-5 Rule 1.020.4:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

\_\_\_\_\_ County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting cycle 2026-2027 and has a personnel system in place to assure continuing compliance for the duration of the reporting cycle. Please note your signature attests that \_\_\_\_\_ County has documentation and/or evidence of practice to support the above requirements and can make said evidence available upon request of a state or federal audit. The person signing below is authorized to undertake this certification (either the county board of commissioners or designee).

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/12/25

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 11/3/25

**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 submitting the Tony Grampsas Youth Services Request for Application in the amount of \$71,601.00 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the application electronically.

**Justification or Background:**

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

County:

Federal:

State:

Other:

**Approved by the County Attorney on:** 11-3-2025

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

**THANK YOU!**



## Form 1 - TGYS Request for Application Application

How to complete this form:

- Instructions, indicated with a blue background, are provided in each section.
- Scoring Guidance, indicated with a green background, is provided for each question or section.
  - The scoring guidance will be utilized by the Evaluation Team to score each response within the application. A total of 86 points are possible for each application.
- Organizations should respond to each question in every section.
  - Applicants will input information only in the white fields below the question instructions and scoring guidance.
  - Incomplete responses will lead to lower scoring of the application.
- Any questions about this form or the Request for Application should be directed to Procurement contact listed on the RFA by the indicated deadline. Questions should not be sent directly to TGYS.

SECTION 1: ORGANIZATION INFORMATION		Total Points Possible in Section = 3	
<b>INSTRUCTIONS:</b> Please complete this section with the organization's information. All fields should be completed with the information requested. If the organization does not have the information requested, please indicate that by inputting "N/A" or "Unknown".			
Possible Points: 3			
<b>SCORING GUIDANCE</b>			
0 - No fields in the section were completed	1-At least 2 fields were completed	2- At least 5 fields were completed	3-All fields in this section were completed
<b>Organization Information</b>			
Organization Legal Name	Prowers County Department of Human Services		
Organization dba (if applicable)			
Mailing Address	1001 S. Main St. Lamar, CO 81052		
Phone Number	719-336-7486	Vendor Website	<a href="https://www.prowersco.gov/departments/humanservices">https://www.prowersco.gov/departments/humanservices</a>
Organization Type	Please select one option from the list below: Local Government		
Agency Type	Please select one option from the list below (please refer to Exhibit E for additional information on criteria for each agency type): Single Agency		
Applicant Type	Please select one option from the list below (please refer to Exhibit C for additional information on criteria for sizes and county distinctions): Medium organization, rural and rural resort counties, and tribes		
Program Name	Prowers County Fatherhood Program		
<b>Contact Information</b>			
Executive Director Name	Lanie Meyers-Mireles	Pronouns	she/her
ED Email Address	dssdirector@prowerscounty.net		
Person Completing the Application (if not ED)	Amy Rosengrants-Smith	Pronouns	she/her
Email Address	arosengrants@prowerscounty.net		

## SECTION 2: PROGRAM INFORMATION

Total Points Possible in Section = 13



**INSTRUCTIONS:** Please complete this section with the organization's program information. All questions should be completed with the information requested. Applicants will input information in the white boxes below the question and scoring guidance.

**1. Please select the main prevention area your program addresses** Possible Points: 1

**SCORING GUIDANCE**

**0-** The answer was left blank.

**1-** The main prevention area was selected

Please select from the options below:

- ☐ Alcohol, Tobacco, and Other Drug Use (ATOD)
- ☒ Child Abuse and Neglect Prevention (CANP)
- ☐ Student Dropout Prevention (SDOP)
- ☐ Youth Crime and Violence Prevention (YCVF)

**2. Please select the secondary prevention area your program addresses, if applicable** Possible Points: 1

**SCORING GUIDANCE**

**0-** The answer was left blank.

**1-** The secondary prevention area was selected

Please select from the options below:

- ☐ ATOD
- ☐ CANP
- ☐ SDOP
- ☒ YCVF
- ☐ N/A - no secondary prevention area

**3. What counties and/or tribes does this program intend to serve?**

Possible Points: 1

**SCORING GUIDANCE**

**0-** The answer was left blank

**1 -** The intended counties/tribes to be served were listed

The Prowers County Fatherhood Program will serve residents of Prowers, Baca and Kiowa counties in Southeast Colorado.

**4. Select the age group(s) you intend to serve (select all that apply)**

Possible Points: 1

**SCORING GUIDANCE**

**0-** The answer was left blank

**1-** The age group(s) the project/program serves were selected

Please select from the options below:

- ☐ 0-8
- ☒ 9-18
- ☒ 19-25
- ☒ Caregivers/parents/guardians

<b>5. Please provide the number of participants you intend to serve annually</b>		Possible Points: 1
<b>SCORING GUIDANCE</b>		
0- The answer was left blank	1 - The age group(s) the project/program serves was listed	
0-8      0 9-18    10 19-25   20 Caregivers/parents/guardians    250 Total    280		

<b>6. Access and Inclusion for Marginalized Youth: Program is intentionally designed to serve and uplift marginalized youth populations, making up a majority (≥40%) of youth served.</b>		Possible Points: 2
<b>SCORING GUIDANCE</b>		
0- The response was left blank, or "None of the Above" was selected	2 - The program intends to serve over 40% of one or more of the populations listed	
Please select the youth intentionally served from the populations listed below <input checked="" type="checkbox"/> BIPOC (Black, Indigenous, People of Color) <input type="checkbox"/> Immigrants, refugees, and migrants <input type="checkbox"/> LGBTQ+ and gender non-conforming youth <input type="checkbox"/> Youth living with disabilities <input type="checkbox"/> Youth experiencing homelessness or in foster care <input checked="" type="checkbox"/> Youth involved in the juvenile justice system <input type="checkbox"/> None of the above		
<b>7. Mental Health, Substance Use &amp; Trauma Support: Program includes components that support youth mental health, substance misuse prevention/recovery, or trauma-informed practices.</b>		
Includes:		
<ul style="list-style-type: none"> <li>• Counseling or wellness programs</li> <li>• Staff trained in trauma-informed care</li> <li>• Peer support or substance use interventions</li> </ul>		
		Possible Points: 1
<b>SCORING GUIDANCE</b>		
0- "No" was selected	1 - "Yes" was selected	
Does the program include components that support youth mental health?		
Yes		

<b>8. Cultural Belonging &amp; Anti-Bullying: Program strengthens youth identity, fosters belonging, and reduces bullying or exclusion.</b>	
Includes:	
<ul style="list-style-type: none"> <li>• Culturally relevant curriculum or affinity groups</li> <li>• Anti-bullying initiatives</li> <li>• Efforts to create inclusive, affirming spaces</li> </ul>	
Possible Points: 1	
<b>SCORING GUIDANCE</b>	
0- "No" was selected	1 - "Yes" was selected
Does the program strengthen youth identity, foster belonging, and reduce bullying or exclusion?	
Yes	

<b>9. Basic Needs &amp; Access to Care: Program addresses basic needs or prevention through direct connections to health and social services.</b> <b>Includes:</b> <ul style="list-style-type: none"> <li>• Access to food, housing, healthcare</li> <li>• Resource navigation or wraparound services</li> </ul>	
Possible Points: 1	
<b>SCORING GUIDANCE</b>	
0- "No" was selected	1 - "Yes" was selected
Does the program strengthen youth identity, foster belonging, and reduce bullying or exclusion?	
Yes	

<b>10. Early Childhood: Program addresses prevention through early childhood support</b>	
Possible Points: 1	
<b>SCORING GUIDANCE</b>	
0- "No" was selected	1 - "Yes" was selected
Does the program address prevention through early childhood support?	
Yes	

<b>11. How will the program specifically serve the above selected population(s)?</b>	
Possible Points: 2	
<b>SCORING GUIDANCE</b>	
0 - The organization does not intend to serve over 40% of the populations above or did not provide a description of how the program specifically serves the populations selected.	1 - The organization indicated that they will serve the selected population above but only briefly mention how the population selected will be served through the project/program.
<b>2 - The organization provides a clear description on how the identified population will be served through the project/program, clearly presenting detailed relevant research and/or information to ensure the current population and/or the new population is provided with services that align with the needs specific to the identified population. The answer provides specific goals, strategies, and a data tracking method(s) that support a foundational structure with outcomes that can be reviewed and revised for future planning and growth.</b>	
<p>The Fatherhood Program serves all Prowers County residents in fathering or mentoring roles (including biological family, step-parents, grandparents, kin, etc.) with children or youth with plans to expand to Baca and Kiowa counties. Participants may include fathers involved in the judicial system, truancy court, child protective services, receiving public assistance benefits, or child support, as well as those seeking guidance in positive parenting, co-parenting, and family engagement. The program also supports men in Community Corrections who are preparing to reunite with their children, and youth participating in developmentally-appropriate parenting classes.</p> <p>Each participant receives individualized case management, including assistance with resume building, employment searches, judicial and child support navigation, and domestic violence assessment and referrals. Evidence-based interventions, classes and support groups focus on roles and expectations, communication, problem-solving, goal setting, nurturing, self-care, emotional well-being, and the foundations of fatherhood. We include an emphasis on building on the Protective Factors Framework. The support groups also help fathers strengthen engagement in their children's education, medical care.</p>	



**SECTION 3: PROGRAM NARRATIVE**Total Points Possible in Section =  
70

**INSTRUCTIONS:** Please complete this section to identify the program, the purpose, and how this program will serve its intended participants. All questions should be completed with the information requested. Applicants will input information in the white boxes below the question and scoring guidance.

**1. Please describe your project or program.**

Possible Points: 5

**SCORING GUIDANCE****0 -** The organization did not provide a description of the project/program.**1 -** The organization provided a minimal or unclear programmatic description. The answer does not identify impact, reach, or a clear identifiable plan of action. The answer does not show how the grant goals align with the intended program/project.**2 -** The organization provided limited information about the project/program. The program and programmatic description are somewhat defined however, the program description lacks a clear outline on how it will impact the intended audience or community.**4 -** The organization provided good information about the program and programmatic goals are defined. The organization provided evidence of relevant community impact. The vision and mission of the program are mentioned but not clearly defined or outlined. The program details align with the overall goals and expectations of the grant.**5 -** The organization provided a vision, mission, and thorough overview of the program/project. The answer clearly identifies the history of the program, current state of the program, and future goals and endeavors. The overview shows a correlation as to how the program/project aligns with the grant's goals and outcomes. The organization provided evidence of how this program impacts the intended audience.

The Prowers County Fatherhood Program launched in 2009, offering parenting education for fathers. Over the years, it has operated under multiple grants, including the Colorado Parent Employment Program and Promoting Safe and Stable Families. The program has collaborated with the Colorado Fatherhood Network, child support services, and child protective services through Trauma-Informed 2Gen initiatives, Family Engagement Meetings, kinship supports, and multidisciplinary teams. Partnerships with local schools introduced the Watch D.O.G.S. (Dads of Great Students) program, promoting father involvement, school safety, and positive male role models.

Prowers County DHS was selected by Mathematica Policy Research in Washington, D.C., to participate in a national learning series on engaging fathers and relatives in the welfare system, with Prowers County being one of only six sites nationwide. This recognition strengthened collaborations with the University of Denver, the El Paso County Center on Fathering, the 15th Judicial District, About Face Collaborative Management Program, Prowers County Public Health Services, and area schools. The series helped expand the program's focus on creating father-friendly environments to enhance father engagement. and celebrating and elevating the importance of fatherhood through a social media campaign each June.

Partnerships have since grown to include the Cornerstone Family Resource Center, Community Corrections, the county jail, local clinics, the faith-based community, city, county and state leadership and other key partners. In 2019, Prowers County received a five-year FIRE (Family-Focused, Interconnected, Resilient and Essential) Grant from the Colorado Department of Human Services, funding a full-time advocate and expanded classes and case management. Additional support from Illuminate Colorado established a Circle of Fathers group, and a contract with Advantage Treatment Center enhanced class offerings. The program continues to expand services with a goal to better support teen fathers and surrounding counties.

<b>2. What specific need or gap in the community does this program address and how was that need or gap determined?</b>			<b>Possible Points: 10</b>
<b>SCORING GUIDANCE</b>			
<b>0 - The answer was left blank.</b>	<b>1 - 2:</b> Response does not clearly describe the need or gap; lacks data or evidence and it is unclear how the need was identified.	<b>3 -5:</b> Response somewhat describes the need or gap; includes limited data or vague explanation of how the need was identified.	
<b>6 -8:</b> Response clearly describes the need or gap with supporting data or examples; adequately explains how the need was identified.		<b>9-10:</b> Response provides a clear and well-supported description of the need or gap; uses strong, relevant data and/or community input; clearly demonstrates understanding of the problem and how it was identified.	
<p>The Prowers County Fatherhood Program serves fathers of children involved in local systems as well as those within the broader community. The need for this program was identified through child maltreatment prevention work, participation in a learning session with Mathematica Research Policy and other fatherhood programs across the United States, and analysis of community data. Contributing factors included the number of families applying for services, the involvement of fathers and paternal relatives in child welfare cases, and the high proportion of noncustodial, non-compliant parents in child support cases who are fathers. Through daily programming and collaboration with the Department of Human Services, key needs were identified, including assistance with employment and employment barriers, parenting time, engagement with children, and navigating court involvement. Focus groups conducted as part of the Child Maltreatment Prevention Framework for Community Action Planning process further highlighted the community's need for increased father engagement and support for fathers navigating complex systems. Additionally, the learning session helped identify policies and practices that were not "father-friendly," reinforcing the importance of dedicated fatherhood services at a systemic level. Partnering agencies within the community also recognized a continuing gap in supportive services for fathers that was not being addressed by other organizations.</p> <p>One of the continuing gaps in services is the need for teen-aged fathers. There is no program in the area that has been able to serve this age group due to grant parameters. This need has been expressed with referrals from the area school, Lamar Community College, About Face Collaborative Management Program and Prowers County Public Health Services, Nurse Family Partnership and SafeCare Colorado.</p>			

<b>3. How does this program gather feedback from children, youth, parents/caregivers, and/or community members and how do you use that feedback to enhance your program?</b>			<b>Possible Points: 10</b>
<b>SCORING GUIDANCE</b>			
<b>0-The answer was left blank.</b>	<b>1- 2:</b> No clear description of feedback methods; does not explain how feedback is used to improve the program.	<b>3 -5:</b> Mentions gathering feedback, but provides minimal details on methods or how feedback informs the program.	

<b>6-8:</b> Provides a clear description of feedback methods and explains how feedback is used to improve the program.	<b>9-10:</b> Provides strong evidence of consistent and meaningful feedback gathering; provides clear examples of how feedback directly enhances and shapes the program.
<p>Information from participants is gathered through the Colorado Family Support Assessment Tool. The Adult Adolescent Parenting Inventory pre and post tests are utilized to set goals and monitor growth in parenting skills. The father advocate, supervisor and human services director participate with community meetings and projects to gain feedback on how the program is working within the shared participants and community. Feedback is also received from our local family advocate and the Family Voice Council group for further information and identification of additional service gaps that impact families.</p>	

4. How does your program empower participants?			Possible Points: 10
SCORING GUIDANCE			
0- The answer was left blank	1- 2: Does not describe how participants are empowered or supported.	3 -5: Provides basic mention of participant involvement or mentions general support, but lacks detail on empowerment strategies.	
6-8: Clearly describes ways the program empowers participants, including specific examples of opportunities for choice, leadership, or skill development.		9-10: Provides strong evidence of participant empowerment woven throughout program design; includes multiple examples showing how children, youth, caregivers, and/or community members have leadership, voice, or agency in the program.	
The Fatherhood program empowers participants by helping them learn skills for better engagement with children, systems and co-parents. The program helps families with becoming employed, budgeting, navigating the court system, engaging in family activities, becoming involved in community and schools, strengthening family relationships and encourages participation in Family Voice Council to help inform policies and practices across systems to help inform policies and practices across systems to better support fathers and families.			



5. Who do you partner with and how is that partnership supportive of this program? Possible Points: 10		
SCORING GUIDANCE		
0- The answer was left blank.	1- 2: Does not describe any partnerships or partnerships are not relevant to the program.	3 -5: Mentions partnerships but provides minimal detail on how they support the program.
6-8: Clearly describes active partnerships and provides specific examples of how they contribute to or strengthen the program.		9-10: Provides strong, compelling examples of meaningful, sustained partnerships that significantly enhance program delivery, impact, or capacity; demonstrates strategic collaboration that directly benefits participants.
<p>The Prowers County Fatherhood Program partners with Advantage Treatment Center, Child Protective Services, Roots and Wings Early Childhood Council, Prowers County Public Health &amp; Environment, Child Support Services, Lamar Ministerial Alliance, Colorado Youth Detention Continuum, Juvenile Services Planning Commission, 15th Judicial District Probation, 15th Judicial District Bench, local school districts, The Cornerstone Resource Center, Northeast Health Partners, Signal Behavioral Health, SafeCare Colorado, Domestic Safety Resource Center, About F.A.C.E. Collaborative Management Program, The HOPE Center, Nurse Family Partnership, municipal, count and state leadership, Colorado Department of Human Services Child Support Services Unit, Family Voice Council, and Family Advocate.</p> <p>The partnerships are supportive of the program by maintain collaborative relationships, working together for the benefit of families and children and giving and receiving referrals for services.</p>		

6. Give examples of successful recruitment strategies you are currently using or plan to use to recruit participants. Possible Points: 10		
SCORING GUIDANCE		
0- The answer was left blank.	1- 2: Does not describe recruitment strategies, strategies are unclear, or it is hard to understand how they will succeed.	3 -5: Describes some recruitment strategies but lacks detail, evidence of success, or connection to the intended population.
6-8: Provides clear examples of effective recruitment strategies currently used or planned; shows understanding of intended population and reasonable chance or success.		9-10: Provides compelling, detailed examples of successful recruitment strategies that demonstrate deep understanding of the intended population; includes innovative or particularly effective approaches with evidence of past success or rationale if it is a new strategy or program.

The Prowers County Fatherhood Program recruits participants through referrals from all partner agencies, is allowed access to all residents of Advantage Treatment Center, participates in community events, engages in social media campaigns and uses mentors for recruitment.

**7. How are you responsive to the communities you serve or intend to serve?**

Possible Points: 10

**SCORING GUIDANCE**

**0-** The answer was left blank.

**1- 2:** Does not address how the program is responsive to the community; lacks detail or connection.

**3 -5:** Provides limited or general description of responsiveness with very few examples or unclear impact.

**6-8:** Clearly describes how the program is responsive to community needs with specific examples; demonstrates an understanding of the community served.

**9-10:** Provides strong, detailed examples showing consistent, intentional responsiveness to community need and input; demonstrates a deep commitment to adapting services based on community feedback, cultural considerations, or specific demographic needs.

Referrals are answered by 3 business days, but typically within 24 hours.

There are currently 274 fathers enrolled in services. 235 fathers have passed the fatherhood Nurturing Dads and Partners Program.

Monthly court dockets for child support and child protective services and court dockets for truancy, civil cases and criminal cases as needed

Meetings/board participation of community involvement includes child protective services RED teams, Prowers County Youth Council, About FACE Individual Support and Services Team, Child Support Commission Parental Voice Subcommittee, Community Stakeholder Opioid Prevention Committee, Lamar Workforce, Circle of Fathers, Southeast Colorado Case Management Agency Family Support Council, Southeast Colorado Case Management Agency Community Advisory Committee, Colorado Special Education Advisory Committee, Colorado Fatherhood Network Leadership Team, Lamar Community College President's Community Circle, About FACE Interagency Oversight Group, Lamar School District Board of

**8. In the table below, please provide your program/project goals and corresponding activity(ies), outputs, outcomes, and timeline for the program described above. Organizations should include at**

least one goal with an activity, associated outcome, output, and timeline, but may choose to identify up to five goals with activities, associated outcomes, outputs, and timelines. Each goal will be scored individually using the five-point rubric below and the average for all will be used. Possible Points: 5

#### SCORING GUIDANCE

0 - The table is blank.	1 - The organization provided a couple activities or outcomes, but did not provide a program goal and other columns were left blank.	2 - The organization completed the table with all columns completed for every activity. The goal and activity(ies) have no clear connection to the program/project identified.
3 - The organization completed the table with all columns completed for every activity. The goals and activity(ies) generally align or have some connection with the overall project/program.	4 - The organization completed the table goals and activity(ies) are well-defined and address a notable need. The outcomes were clearly described and reasonable for the project identified.	5 - The organization completed the table goals and activity(ies) are well-defined. The activity(ies) are related to measurable outcomes. The goals and activity(ies) directly correlate with the vision and mission of the organization. The answer presents a strong attainable goal and activity(ies) with a clear description of associated outcomes, reasonable timelines, and identifies what impact this will have on youth and the community.

Program Goal 1	The fatherhood program will continue to provide services to men in the community, including fatherhood classes, peer support and mentoring, co-parenting support, case management services for economic security, advocacy and referrals.		
Activities	Outputs	Outcomes	Timeline
Teach scheduled fatherhood classes	Staff will facilitate an evidence-based curriculum as scheduled, Participants will complete the intake process and complete paperwork including the CFSA, AAPI, DV Screening, goal setting, etc.	An increase in knowledge and fatherhood involvement in families, enhance the 5 protective factors, prevent referrals or re-referrals to child protective services	On-going services and for the entire grant period
Provide intensive and comprehensive case management services, including assistance with	Assess participants' needs and provide referrals or warm hand-offs to relevant agencies. Promote increased child support contributions and enhanced parenting time between fathers and their children.	Participating fathers experience an increase in access to needed services, a reduction in barriers to engagement, and measurable progress toward achieving their identified goals.	On-going services and for the entire grant period
Plan and hold activities and participate in community events	Plan activities for fathers and families and participate in events within the community throughout the year	An increase in community participation and engagement with community and families	On-going services and for the entire grant period


<b>Program Goal 2</b>		The fatherhood program will establish a Youth Fatherhood Education and Support Group to serve young men in the community under the age of 18.	
<b>Activities</b>	<b>Outputs</b>	<b>Outcomes</b>	<b>Timeline</b>
Provide scheduled classes for young fathers	Staff will deliver the evidence-based curriculum according to the program schedule. Participants will complete the intake process and required documentation, including the CFSA, AAPI, DV screening, and goal-setting forms.	Participants demonstrate increased engagement and readiness for program participation through completion of intake and assessment tools (CFSA, AAPI, DV screening, goal setting) following participation of the evidence-based curriculum facilitated by staff.	Upon receipt of the grant and on-going for the entire grant period
Provide intensive case management	Identify needs of the participants and make referrals and/or warm hand-offs to the appropriate agencies. Increase parenting time between fathers and children. Assist with navigation of the child support and financial assistance systems if needed	Increase services for fathers and assistance with needs, decrease barriers, achieve set goals, receive assistance with school and graduation needs and goals	Upon receipt of the grant and on-going for the entire grant period
Develop and hold a youth specific father support group	Facilitate a support groups that serves to meet the needs and questions of the group and engage with mentors and peers	Build peer supports and knowledge base for young fathers, increase knowledge of community supports, engage with other fathers	Upon receipt of the grant and on-going for the entire grant period

<b>Program Goal 3</b>		The fatherhood program will partner with employment and economic support agencies to promote financial stability, expand employment opportunities and support child support compliance.	
<b>Activities</b>	<b>Outputs</b>	<b>Outcomes</b>	<b>Timeline</b>
Attend monthly meetings with the area workforce center and the Employment Works program	Participate in programs including the area workforce center, Employment works and	Increased employment and education, Increase child support compliance	On-going services and for the entire grant period



Maintain lists of current job openings	Connect with the area workforce center, Employment and sites that post job opportunities	Increase employment and services need to reduce employment barriers	On-going services and for the entire grant period
Make referrals to economic supports and provide support with financial barriers	Engage with financial assistance programs and assist with budgeting and financial planning	Increase knowledge about financial assistance programs and community supports	On-going services and for the entire grant period

<b>Program Goal 4</b>		The Fatherhood Program will help fathers navigate the judicial system whether through support at Dependency and Neglect cases, Juvenile Delinquency, Child Support Services or criminal dockets by connecting them with legal advocates to help increase access to their children.	
<b>Activities</b>	<b>Outputs</b>	<b>Outcomes</b>	<b>Timeline</b>
Attend court hearings	Attend scheduled court hearing and assist with needs for compliance	Increase knowledge of father needs, participate in appropriate activities	On-going services and for the entire grant period
Make referrals to local legal supports and the free legal clinic	Connect with local legal supports and provide information for supports	Increased knowledge of court case and rights, increase in court compliance, Prevent	On-going services and for the entire grant period
Work with the child support services and child protective services units	Provide referrals to appropriate units with a warm hand-off if possible, attend meetings and court	Increase knowledge of case and expectations, Increase compliance of services and payments	On-going services and for the entire grant period

<b>Program Goal 5</b>	The Fatherhood Program will relaunch the WATCH D.O.G.S. (Dads of Great Students) to help fathers engage with their children in school.		
<b>Activities</b>	<b>Outputs</b>	<b>Outcomes</b>	<b>Timeline</b>
Meet with the appropriate school officials for planning and permission	Meet with school officials to get permission to work within the school and to send out advertising and information	Increase knowledge of the program and set the program in motion to involve the dads of children	Upon receipt of the grant and on-going for the entire grant period
Organize advertisement and disseminate to the local schools and school children	Hang up posters, advertise with local agencies and send fliers home with the children to encourage attendance to the planned activity	Increase knowledge of the program and encourage fathers to volunteer time at their children's school to learn about their daily lives, teachers, activities and friend	Upon receipt of the grant and on-going for the entire grant period
Work with the schools to plan a pizza night for information and sign-up	Hold a meeting with fathers and children to help learn the program and sign up for volunteer days in the school	Increase knowledge of the program and activity and have fathers commit to spending time in the school	Upon receipt of the grant and on-going for the entire grant period
Help organize the volunteers and provide the materials needed	Provide the volunteers with a calendar to sign up for volunteer days and have a volunteer prepared to make	Increase fathers engagement and participation in their children's school day. Offer	Upon receipt of the grant and on-going for the entire grant period



<b>Contractor Name</b>	Prowers County Department of Human Services
<b>Budget Period</b>	07/01/2026 - 06/30/2027
<b>Project Name</b>	TGYS Three-Year Grant

<b>Program Contact Name, Title</b>	Lanie Meyers-Mireles, Director
<b>Phone</b>	719-336-7486 x104
<b>Email</b>	<a href="mailto:dssdirector@prowerscountv.net">dssdirector@prowerscountv.net</a>
<b>Fiscal Contact Name, Title</b>	Lisa Farmer
<b>Phone</b>	719-688-3696
<b>Email</b>	<a href="mailto:lmcculough@prowerscountv.net">lmcculough@prowerscountv.net</a>

<b>Expenditure Categories</b>					
<b>Personnel Services</b>					<b>FFY 2026</b>
<b>Position Title/Employee Name</b>	<b>Description of Work and Fringe Benefits Include: <span style="color: red;">Please enter description</span></b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Total Amount Requested</b>
Fatherhood Advocate/ Patrick Christensen	Administer all aspects of the fatherhood program and other tasks as deemed appropriate by supervisor. Fringe includes health, life, vision, unemployment insurance, workers comp, retirement contribution	\$50,000	\$17,256	50.00%	\$33,628
Special Programs Supervisor/ Amy Rosengrants-Smith	Provide supervision and oversight of the fatherhood program and other tasks as deemed appropriate by supervisor. Fringe includes health insurance, life insurance, vision, retirement contribution	\$86,017	\$21,812	10.00%	\$10,783
Business Office Manager	Business office and accounting services. Fringe includes health insurance, life insurance, vision and retirement contribution.	\$80,661	\$21,134	5.00%	\$5,090
		\$0	\$0	0.00%	\$0
<b>Total Personnel Services</b>					<b>\$ 49,501</b>
<b>Supplies &amp; Operating Expenses</b>					<b>FFY 2026</b>
<b>Item</b>	<b>Description of Item</b>				
Incentives	Incentives, Social activities, program supports				
Child care	Child care				
Food	Meals and snacks for meetings and activities				
Transportation	Transportation, gas expenses, travel needs				
Materials and Supplies	Marketing, materials and supplies (workbooks, pens, paper, copies, etc.)				
Cell Phone	Cell phone, cell service, wifi, hot spot				
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$14,700</b>
<b>Travel</b>					<b>FFY 2026</b>
<b>Item</b>	<b>Description of Item</b>				
Mileage and travel	Mileage, per diem for case management, meetings, conferences, trainings, lodging, etc.				
<b>Total Travel</b>					<b>\$2,000</b>
<b>Professional/Contractual Services / Participant Stipends</b>					<b>FFY 2026</b>
<b>Item</b>	<b>Description of Item</b>				
CFO/Accountant	Accounting Contractor - will prepare and submit monthly invoices				
Participant Stipends	10 Participant Stipends @\$300/each for completion of programs				

		\$0
		\$0
		\$0
		\$0
		\$0
Total Professional/Contractual Services / Youth Stipends		\$5,400
<b>TOTAL DIRECT COSTS</b>		<b>\$ 71,601</b>
<b>Indirect Costs</b>		<b>FFY 2026</b>
<b>[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]</b>		<b>Total Amount Requested</b>
<b>Item</b>	<b>Description of Item</b>	
	No costs in this category shall be reimbursed	\$0
<b>Total Indirect</b>		<b>\$0</b>
<b>TOTAL</b>		<b>\$71,601</b>

\*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: 11/12/2025**

**Submitter: Michelle Hiigel, Land Use**

**Submitted to the County Administration Office on: 11/3/2025**

**Item Title/Recommended Board Action:**

Consider approval for a request by Dustin Shipman to put in an access to property owned by Mr. Shipman. Said access will be built off of property owned by Prowers County known as the Lamar Reliever Route (a.k.a. Lamar Bypass). The property is located in Section 20, Township 23, Range 46 West, the 6th P.M.

**Justification or Background: Per the Notice of Non-Access implemented in 1997, individuals seeking access to property, that lies adjacent to the Lamar Reliever Route (aka Lamar Bypass) must request permission to build the access from the Prowers County Commissioners.**

**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!**

October 30, 2025

Dear County Commissioners,

I am writing to formally request permission for the construction and installation of a new driveway access point from the Lamar Bypass onto my property.

This new driveway is essential to provide safe and practical entry and exit for the development of the property.

Thank you for your time and consideration of this request. I look forward to receiving directions on the next steps in the application and review process.

Sincerely,

Dusty Shipman

719-940-0017

semick@me.com

536511

WARRANTY DEED

THIS DEED, is dated JUNE 17, 2014, and is made between  
JoAnn S. Hall

of the \* County of (whether one, or more than one), the "Grantor,"  
and DUSTIN SHIPMAN aka DUSTIN RAY SHIPMAN and State of

whose legal address is 24 LYNN STREET (whether one, or more than one), the "Grantee,"  
LAMAR, COLORADO 81052

of the County of PROWERS and State of COLORADO

WITNESS, that the Grantor, for and in consideration of the sum of - - - - -  
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION- - - - - DOLLARS,  
(S 10.00 & OTHER), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains,  
sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together  
with any improvements thereon, located in the County of PROWERS and  
State of Colorado, described as follows:

N2SE4 OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 46 WEST OF THE SIXTH PRINCIPAL  
MERIDIAN, COUNTY OF PROWERS, STATE OF COLORADO

STATE DOCUMENTARY FEE  
Date JUN 18 2014  
\$ 20.00

also known by street address as:

and assessor's schedule or parcel number: 800068862

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise  
appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim  
and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the  
hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the  
Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with  
the Grantee, and the Grantee's heirs and assigns: that at the time of the enrolling and delivery of these presents, the  
Grantor is well seized of the premises above described; has good, sure, perfect, absolute and inalienable estate of  
inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and  
convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants,  
bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and  
subject to: ☒ none; or ☐ the following matters:

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, but not any  
adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns  
of the Grantee, against all and every person or persons claiming the whole or any part thereof.

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

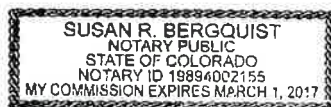
JoAnn S. Hall  
JoAnn S. Hall

STATE OF COLORADO

County of PROWERS

ss.

The foregoing instrument was acknowledged before me this 17TH day of JUNE, 2014  
by JoAnn S. Hall



Witness my hand and official seal.  
My commission expires: 03/01/2017

Susan R. Bergquist  
Notary Public

\*Insert "City and" if applicable.

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







# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/12/25

**Submitter:** Don Wilson

**Submitted to the County Administration Office on:** 11/03/25

**Return Originals to:** Don Wilson

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of a Letter sent to Division of Local Affairs (DOLA) committing Prowers County's Prop 123 Incentive Funds to Southeast Colorado Regional Housing Authority (SECRHA) Project.

**Justification or Background:**

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



# Board of County Commissioners

## Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

TY HARMON  
FIRST DISTRICT

RON COOK  
SECOND DISTRICT

ROGER STAGNER  
THIRD DISTRICT

November 12, 2025

Robyn DiFalco,  
Planning Capacity Unit Manager  
Division of Local Government  
1313 Sherman Street, Room 521  
Denver, Colorado 80203

RE: Prop 123 Expedited Review Incentive Funds Request Letter

Ms. DiFalco,

Thank you for the notification of eligibility for the Prop 123 Expedited Review Incentive Funds. Prowers County would like to request that the incentive funding would be contributed to the existing LPC grant-funded project (#24-031) entitled "Southeast Colorado Regional Housing Authority Project" awarded to Crowley County and managed by SECED and SECRHA.

We are requesting that this incentive funding would be used to generally support the overall administrative efforts to address housing needs and supply in our region. We understand that SECRHA staff, alongside Crowley County acting as lead fiscal agent, will assist in grant fund management and reporting.

We look forward to utilizing these funds to improve housing opportunities in our area.

Sincerely,

PROWERS COUNTY BOARD OF COMMISSIONERS

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Ron Cook,  
County Commissioner

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Roger Stagner,  
County Commissioner

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Ty Harmon,  
County Commissioner

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-12-2025

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** Email Poll 11-3-25

**Return Originals to:** Administration Office & Jana Coen

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 11-3-2025 email poll approval of payment of bills presented for County General AP Fund in the amount of \$303,623.66 with a certification date of November 4, 2025, and authorizing the use of the Commissioner's signature stamps.

**Justification or Background:**

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

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

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

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

# PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$303,623.66  
 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **November 4, 2025**

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 14,222.09	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ 1,550.71	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 75,886.32	-	-
ROAD & BRIDGE FUND	\$ 210,259.38	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ 442.32	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ 1,262.84	-	-
OPC FUND	\$ -	-	-

**Totals**

\$ 303,623.66

\$

\$

DATE: November 4, 2025

DATE: November 4, 2025

DATE: November 4, 2025

DATE: November 4, 2025

*[Signature]*  
BOCC CHAIRMAN

*[Signature]*  
COMMISSIONER

*[Signature]*  
COMMISSIONER

*[Signature]*  
CLERK TO THE BOARD

Total Paid Approve To Pay	\$ 303,623.66
AP + Fringes	\$ 303,623.66
Total Pd Certification - Payroll	\$ 303,623.66
Total Payroll + Fringes	\$ -

Ending Check No. 76742  
 Beginning Check No. 76705

Total Number of Checks: 1  
38

STATE OF COLORADO }  
 } SS:  
 COUNTY OF PROWERS }

*[Signature]*  
Powers County Treasurer's Office

# PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

November 4, 2025

76705-76742

	\$	14,222.09	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 14,222.09

ARPA -

0018

			Total \$ -

ROAD & BRIDGE FUND - 02

0020

	\$	210,259.38	
Payroll	\$	-	
Fringes	\$	-	Total \$ 210,259.38

FSA (Cafeteria) 552

0552

	\$	1,550.71	
	\$	-	Total \$ 1,550.71

Sheriff's Booking Fees

0675

	\$	-	
	\$	-	
Payroll	\$	-	Total \$ -

SALES & USE TAX FUND - 03

0900

	\$	-	
	\$	-	
			Total \$ -

CONSERVATION TRUST FUND - 06

0130

	\$	-	
	\$	-	Total \$ -

CAPITAL FUND - 07

0100

	\$	442.32	
	\$	-	Total \$ 442.32

OTHER AGENCIES FUND- 08

	\$	-	
	\$	-	Total \$ -

LODGING TAX - 09

0014

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

PUBLIC HEALTH AGENCY - 11

0676

	\$	75,886.32	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 75,886.32

CRMC

0016

	\$	1,262.84	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 1,262.84

JPC

0017

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



Paula Gonzales, Finance Director

**GRAND TOTAL \$ 303,623.66**





Prowers County, CO

# Check Register

Packet: APPKT00187 - 101.11.2025 11/04/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: General Fund Op-General Fund Operating Account</b>						
AIR1	A-1 Rental & Sales	11/04/2025	Regular	0.00	79.98	76705
AII1	Airgas Intermountain Inc.	11/04/2025	Regular	0.00	452.97	76706
AMAZON	Amazon Capital Services	11/04/2025	Regular	0.00	341.73	76707
ATM1	Atmos Energy	11/04/2025	Regular	0.00	183.04	76708
ATM1	Atmos Energy	11/04/2025	Regular	0.00	110.51	76709
BREW	Brew Unto Others	11/04/2025	Regular	0.00	81.07	76710
CAPITAL	Capital One	11/04/2025	Regular	0.00	376.89	76711
CDPHE RF	CDPHE - Vitals	11/04/2025	Regular	0.00	643.00	76712
VEN00972	CDPHE (COLORADO DEPT OF PUBLIC	11/04/2025	Regular	0.00	40.00	76713
CINTASCORP	CINTAS CORPORATION NO. 2	11/04/2025	Regular	0.00	513.57	76714
DEL1	Coloradoland Tire & Service	11/04/2025	Regular	0.00	404.78	76715
HOC1	Courtney Holt-Rogers	11/04/2025	Regular	0.00	1,481.47	76716
DEL2	DeLoach's Water Conditioning Inc.	11/04/2025	Regular	0.00	15.00	76717
GOB1	Gobin's	11/04/2025	Regular	0.00	366.02	76718
GOBINS	Gobin's Inc.	11/04/2025	Regular	0.00	295.66	76719
HGF1	Holly Gateway Fairboard	11/04/2025	Regular	0.00	7,500.00	76720
HST1	Home Store LLC	11/04/2025	Regular	0.00	411.20	76721
HST1	Home Store LLC	11/04/2025	Regular	0.00	43.96	76722
JACKS	Jackson Awards & Design Ltd	11/04/2025	Regular	0.00	40.55	76723
FPL6	John Deere Financial	11/04/2025	Regular	0.00	32.38	76724
LAP1	Lamar Auto Parts	11/04/2025	Regular	0.00	64.32	76725
LBM1	Lamar BMS	11/04/2025	Regular	0.00	78.43	76726
LCH1	Lamar Family Chiropractic	11/04/2025	Regular	0.00	220.00	76727
LAWSONPRODUCTS	LAWSON PRODUCTS INC	11/04/2025	Regular	0.00	219.90	76728
VEN00953	Melissa Ruddick	11/04/2025	Regular	0.00	69.24	76729
MHC1	MHC Kenworth	11/04/2025	Regular	0.00	6,173.77	76730
Mirage	Mirage Technologies	11/04/2025	Regular	0.00	4,525.00	76731
VEN00983	OLDCASTLE SW GROUP INC (UNITED	11/04/2025	Regular	0.00	202,354.81	76732
OAP1	O'Reilly Automotive Parts	11/04/2025	Regular	0.00	79.58	76733
QUL1	Quill LLC	11/04/2025	Regular	0.00	43.99	76734
SEO1	SECOM	11/04/2025	Regular	0.00	79.90	76735
MRS1	Shred America	11/04/2025	Regular	0.00	1,166.37	76736
SMALL	Small Town Graphix	11/04/2025	Regular	0.00	200.00	76737
SOURCE	Source Office & Technology / Source	11/04/2025	Regular	0.00	30.75	76738
VEN01075	SPRADLEY POWERS CHEVROLET INC	11/04/2025	Regular	0.00	73,947.40	76739
STR1	Stericycle Inc	11/04/2025	Regular	0.00	172.09	76740
WAG1	Wagner Equipment Co	11/04/2025	Regular	0.00	77.39	76741
WRE1	WEX BANK	11/04/2025	Regular	0.00	706.94	76742

## Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	64	38	0.00	303,623.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>64</b>	<b>38</b>	<b>0.00</b>	<b>303,623.66</b>

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2025	303,623.66
			<u>303,623.66</u>

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-12-2025

**Submitter:** Admin

**Submitted to the County Administration Office on:** 11-04-2025

**Return Originals to:** County Administration

**Number of originals to return to Submitter:** 3

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:**

Consider approval of Underground and Utility Permit No. 979 for Southeast Colorado Power to install a Road Cut for Electric-Primary location- County Road H and 0.1 mile east of Hwy 287 south.

**Justification or Background:**

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**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):**

PERMIT NUMBER 979



**UNDERGROUND AND UTILITY PERMIT  
BOARD OF COUNTY COMMISSIONERS  
PROWERS COUNTY, COLORADO  
301 SOUTH MAIN STREET, SUITE 215  
LAMAR, COLORADO 81052  
Phone: (719)336-8025  
Fax: (719)336-2255**

**PERMITTEE'S NAME:** Southeast Colorado Power **DATE:** 11/03/2025  
**ADDRESS:** PO Box 521, LaJunta, CO 81050

Your request for permission to install a Road Cut for Electric- Primary location- CO RD H and 0.1 mile east of Hwy 287 south

is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

**SPECIAL PROVISIONS:**

\_\_\_\_\_  
\_\_\_\_\_

**Email Address:** \_\_\_\_\_ **@** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**UNDERGROUND AND UTILITY PERMIT**  
**Page 2**  
**BOARD OF COUNTY COMMISSIONERS**  
**PROWERS COUNTY, COLORADO**

Permit Number **979**

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 120 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By *[Signature]* 11-4-2008 By \_\_\_\_\_  
Road & Bridge Supervisor (Date) Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature: *Troy Elchardt* DATE: 10-20-25

**Please attach a work sketch of proposed installation.**

work 719 383 1408

Troye@secpa.com

Cell 719 940 1845

## RESOLUTION NO. 2010-12

### PERMIT/ PENALTY FEE SCHEDULE UNDERGROUND AND UTILITY PERMIT

The Board of Commissioners of Prowers County, Colorado hereby adopts the following amended Permit/Penalty Fee Schedule, Resolution Nos. 2001-07, 2001-09 and 2005-02, and 2006-15 which will be effective the date hereinafter set forth, to cover administrative and other costs of the County permitting process. This Schedule may be amended or modified by the Board of Commissioners from time to time as is deemed necessary.

1. PERMIT FORM: The attached form of Underground and Utility Permit shall be obtained prior to commencement of any work. Said Permit shall be initially approved by the Road and Bridge Supervisor, and then submitted to the Board of Commissioners for final approval.
2. ROAD CUTS/BORE: The minimum fee for any crossroad cut, bore or other opening will be Seventy Dollars (\$70.00) per cut/bore plus a Fifty Dollar (\$50.00) Permit Fee. More than one crossroad cut/bore within the same county road may be included within a single Permit with an additional charge of Seventy Dollars (\$70.00) for each additional cut/bore. This in effect will be a One Hundred and Twenty Dollar (\$120.00) minimum charge.
3. LONGITUDINAL USE: Longitudinal cuts, or the underground use of the County's road right-of-way without a crossroad cut of the road surface, will be charged according to the following fee schedule. These charges will be in addition to any fees for any crossroad cut(s) of the road surface, although the entire project will be subject to only one permit fee.
  - a. 0 –300 feet in length – Seventy Dollars (\$70.00) plus a Fifty Dollar (\$50.00) Permit fee. This in effect will be a One Hundred and Twenty Dollar (\$120.00) minimum charge.
  - b. Additional fees for 301 feet and over in length – If the installation is beyond 300 feet, there will be an additional charge of Ten Cents (\$.10) per linear foot for every foot over 300 feet.
4. UTILITY POLES/ AERIAL CABLE PLACEMENT: A One Hundred Dollar (\$100.00) permit fee will be required per overhead road crossing. Placement of poles and the associated overhead cable in a roadway right-of –way will be charged at the rate of One Hundred Dollars (\$100.00) per mile.



**RESOLUTION NO. 2010-**  
**Continued**

**PERMIT/ PENALTY FEE SCHEDULE  
UNDERGROUND AND UTILITY PERMIT**

5. **PENALTY PERMIT:** A Penalty Permit shall be issued to any Permittee commencing work prior to obtaining a Permit. The fee for this permit shall be the forgoing fees plus a penalty of Five Hundred Dollars (\$500.00). Said penalty fee may be waived by the Board of Commissioners for emergency work or other good cause in the Board's discretion.
6. **ADDITIONAL COSTS:** If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates. In the event of any litigation, Prowers County will be entitled to recover its reasonable attorney fees and costs, and venue shall be exclusively in the Prowers County, Colorado District Court. The Permittee and any contractor employed by Permittee shall be jointly and severally liable for all fees and costs.
7. **WAIVER:** The Board of Commissioners may waive all or a part of said fees for good cause as determined by the Board in its discretion.

Approved and signed this 27th day of May, 2010.

  
Joe Marble, Chairman

  
Henry Schnabel, Commissioner

Absent  
Gene Millbrand, Commissioner

ATTEST:

  
Jana Coen  
County Clerk



Measure

--	--	--	--

Distance Units: Feet

Area Units: Acres

Clear Measurements

351.41 Feet

48

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-12-2025

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 11-4-2025

**Return Originals to:** Jana Coen, County Clerk

**Number of originals to return to Submitter:** N/A

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval to acknowledge the issuance of a Special Event Liquor Permit for BPOE Lodge Elks for the USA Lodge No. 1319, event scheduled for November 22, 2025, located at 28157 Hwy 287, Lamar, CO.

**Justification or Background:**

All appropriate paperwork submitted with application and notice of posting requirement was met.

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

N/A

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

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

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

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



**PROWERS COUNTY  
LAMAR, COLORADO**

VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION BPOE LODGE ELKS FOR THE USA LODGE NO. 1319 28157 Hwy 287 LAMAR, CO 81052  PERMIT NUMBER: 045
---

**SPECIAL EVENTS PERMIT**

☒ MALT, VINOUS, AND SPIRITUOUS LIQUOR

or

☐ FERMENTED MALT BEVERAGE

VALID ONLY FOR THE FOLLOWING PERIODS					
FROM	11/22/25	12:00 PM	TO	11/22/25	11:30 PM
FROM					

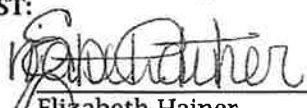
This permit is issued subject to the laws of the State of Colorado and especially under the provision of Title 44, Colorado Revised Statutes §44-5-107(5).

This permit is non-transferable. It is issued for the specific location described above, and must be conspicuously posted at that location.

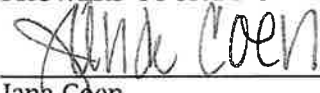
In testimony whereof, the Board of County Commissioners has hereunto subscribed its name by it's officer, Prowers County Clerk, who authorizes this Permit:

4<sup>th</sup> day of November, 20 25

ATTEST:

  
Elizabeth Hainer  
Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER

  
Jana Coen  
Prowers County Clerk



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/12/25

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 11/4/25

**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 Purchase of Service Contract between Prowers County Department of Human Services and Gerardo Soto.”

**Justification or Background:**

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

County:

Federal:

State:

Other:

**Approved by the County Attorney on:** 11-5-2025

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

**THANK YOU!**

## PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 13th day of October 2025 by and between Prowers County Department of Human Services, STATE OF COLORADO, hereinafter referred to as "Prowers County", whose address is 1001 S. Main St. Lamar, CO 81052 and Gerardo Soto, hereinafter referred to as "Independent Contractor", whose address is 205 Sunset drive.

Witnesseth,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby, Independent Contractor will furnish certain services to Prowers County upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from this date through 10/13/26.
2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in the Proposal dated 10/13/25 (attached hereto as Exhibit A).
3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit A upon receipt of a satisfactory invoice.
4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.
5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.
6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.
7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County. Independent Contractor further certifies that Prowers County does not require Independent Contractor to work only for Prowers County, Prowers County does not establish a quality standard for the individual except that Prowers County may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent Contractor as to how work will be performed, Prowers County does not pay Individual Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth,



Prowers County does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract, Prowers County does not provide any training for Independent Contractor, Prowers County does not provide tools or benefits to Independent Contractor except that materials and equipment may be supplied, Prowers County does not dictate the time of performance except that a completion schedule and a range of agreeable work hours may be established, Prowers County does not pay Independent Contractor personally but rather payments will be made to the trade or business name of Independent Contractor and Prowers County does not combine the business operations in any way with Independent Contractor's business operations instead of maintaining all such operations separately and distinctly. Independent Contractor further understands that in the event of injury Independent Contractor will not be entitled to any workers' compensation benefits and that Independent Contractor is required to provide Workers' Compensation Insurance for it and for all workers that Independent Contractor hires. Proof of coverage of Workers' Compensation Insurance shall be provided by Independent Contractor to Prowers County upon execution hereof. Independent Contractor agrees to execute any documents which may be required by the Workers' Compensation Insurance carrier of Prowers County to certify this Independent Contractor Agreement.

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by Prowers County, and to provide Prowers County with reports and maintain records on the provision of services.
9. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.
10. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.
11. Assignment. Company may not assign this contract without the written consent of Prowers County.
12. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

## **EXHIBIT A**

### **Responsibilities:**

- Deliver legal documents promptly, accurately, and in compliance with applicable state laws.
- Maintain accurate records of all attempts and successful serves.
- Complete affidavits of service and return them in a timely manner.
- Communicate promptly with the office regarding service updates, challenges, or special instructions.
- Adhere to strict confidentiality and professional conduct at all

### **times. Compensation & Payment Terms:**

- This is an independent contractor position (not an employee role).
- Contractors must submit invoices within 60 days of the date of service. • Any invoices submitted after 60 days will be considered defaulted and not eligible for payment.
- Payments are processed upon verification of service and acceptance of proper documentation.
- Rate charged per successfully executed service will be \$40.00.

13. Appropriation. Any monetary obligation of Prowers County is contingent upon available appropriations.
14. Public Record. In the event Prowers County receives a public record demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/ or email to Company. Company shall notify Prowers County in writing by facsimile and/ or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.
15. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

BOARD OF COMMISSIONERS, PROWERS COUNTY, COLORADO

By \_\_\_\_\_  
Ron Cook, Chair

By \_\_\_\_\_  
Roger Stagner, Vice-Chairman

By \_\_\_\_\_  
Ty Harmon, Commissioner

ATTEST:

By \_\_\_\_\_  
Jana Coen, Clerk

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

INDEPENDENT CONTRACTOR:

By   
Contractor's Signature

Date signed: 10-13-25

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/12/25

**Submitter:** Don Wilson

**Submitted to the County Administration Office on:** 11/05/25

**Return Originals to:** Don Wilson

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of revised "BOCC Agenda Submission and Document Approval Process" for department head guidance.

**Justification or Background:**

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



# Board of County Commissioners

## Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

TY HARMON  
FIRST DISTRICT

RON COOK  
SECOND DISTRICT

ROGER STAGNER  
THIRD DISTRICT

### RE: BOCC Agenda Submission and Document Approval Process

Policy Update:11/12/2025

#### 1. Submission for Legal Review

Email all required documents — including the attached *Agenda Item Request Form* — to the **BOCC Agenda Group** at least **twelve (12) days prior** to the BOCC meeting for legal review.

#### 2. Submission of Original Documents

After review and approval by the County Attorney (and completion of any required corrections), deliver **two (2) original copies** of each document requiring signature (or more if requested by your department) to the **County Administration Office** by **Wednesday at 5:00 p.m.**, the week to the **BOCC meeting**.

- i. Ensure that all other party(s) have signed the documents before this deadline.
- ii. Electronic signatures are acceptable.
- iii. If the Wednesday deadline is missed, the document(s) will be added to the next scheduled BOCC meeting agenda.

#### 3. Post-Meeting Document Distribution

Once the BOCC has approved your document(s), the **Clerk to the Board** will place the approved copies in the department's mailbox located in the County Administration Office after the meeting minutes have been completed (generally the following day).

#### 4. Authorization for Department Director Signature

The BOCC may authorize a **Department Director** to sign a document on its behalf. This authorization must be clearly stated in the agenda item (e.g., "...and authorizing [specific] Department Director to sign.").

- i. A Department Director **may not** sign any document on behalf of the BOCC unless the item has been placed on the agenda and approved by the Board.

#### 5. Emergency Approvals (email poll)

In circumstances where an item needs immediate attention, please email the County Administrator and the County Attorney. The item will receive an expedited review and the County Commissioners will be contacted for polling.

- i. The Department Head must then submit any executed items through the regular agenda item approval process for **ratification** at the next BOCC meeting.

PROWERS COUNTY BOARD OF COMMISSIONERS

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Ron Cook,  
County Commissioner

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Roger Stagner,  
County Commissioner

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Ty Harmon,  
County Commissioner





## **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:**

**Submitter:**

**Submitted to the County Administration Office on:**

**Return Originals to:**

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

**Justification or Background:**

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

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

**Admin Office Internal Use**

**County Approvals (as needed):**

Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Clerk \_\_\_\_\_

HR \_\_\_\_\_

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/25/2025

**Submitter:** Don Wilson

**Submitted to the County Administration Office on:** 11/5/20254

**Return Originals to:** Don Wilson

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:**

Consider approval of accepting the County Holiday schedule for 2026 calendar year.

**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):**



## HOLIDAYS – 2026

*Revised 11/25/2025*

January 1 – Thursday	New Year's Day
February 16 – Monday	Presidents' Day
April 3 – Friday	Good Friday
May 25 – Monday	Memorial Day
July 3 – Friday	Independence Day
September 7 – Monday	Labor Day
November 11 – Wednesday	Veterans Day
November 25-Wednesday	Thanksgiving Eve-Closed 12pm
November 26 – Thursday	Thanksgiving
November 27– Friday	Day after Thanksgiving
December 24– Thursday	Christmas Eve
December 25 – Friday	Christmas Holiday
December 31-Thursday	New Year's Eve-Closed 12pm

Approved by BOCC:

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Ron Cook, BOCC Chair

---

Date

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-12-2025

**Submitter:** Anthony Letteer, PATS Operations Manager

**Submitted to the County Administration Office on:** 11-04-2025

**Return Originals to:** Anthony Letteer, PATS Operations Manager/Admin

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of renewal for a copier Lease Agreement for a term of 60 months at a monthly rate of \$184.74 and authorizing PAT's Operations Manager, Anthony Letteer to execute the Lease Agreement.

**Justification or Background:** The current copier lease is expiring, and renewal is necessary to ensure continued access to printing, copying, and scanning services for daily operations. The new proposal offers a **60-month lease** at a rate of **\$184.74 per month**, which includes maintenance and support. Renewing the lease ensures uninterrupted service, updated equipment, and cost efficiency for the department.

**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):**

**Gobin's Inc. - 615 N Santa Fe Ave. - Pueblo, CO 81003**

**This document is written in "plain English". The words "Customer" "you", and "your" refer to you, as the customer. The words, "Gobin's", "we", "us" and "our" refer to Gobin's, Inc. or it successors and assigns.**

Full Legal Name			Street Address		Suite No.
Prowers Area Transit			200 East Hickory Street		0
City	State	Zip	Phone	Fax	
Lamar	CO	81052	719-336-8034	0	
Billing Name (If different from above)			Billing Address		Suite No.
			200 East Hickory Street		0
City	State	Zip	Email Invoices to:		
Lamar	CO	81052	aletteer@prowerscounty.net		
Equipment Location (If different from above)					

MAKE/MODEL NO./ACCESSORIES	QTY	SERIAL NO.	STARTING METER
Canon C3926i	1		
Cassette Feeding Unit - AW1	1		
Inner Finisher - L1	1		
Super G Fax baord - BH1	1		
ONE RATE = \$30.00			

AGREEMENT TERMS		AGREEMENT PAYMENT AMOUNT		SECURITY DEPOSIT	
Term in Months	60	60	Payments of	\$176.74	
SUBJECT TO ANNUAL APPROPRIATION (mo.)		Agreement Payment Period is Monthly Unless Otherwise Indicated			(Plus Applicable Taxes)
Payment includes	ONE RATE B&W images per month	Excess images billed	monthly @	ONE RATE	per B&W image
Payment includes	ONE RATE Color images per month	Excess images billed	monthly @	ONE RATE	per Color image
Payment includes	scans per month	Excess images billed	@		per scan
All Secure Privacy Protection		Number of Devices: 1 x \$8.00 per Device Per Month			
Initials: XX Accept		Decline (applicable charges will be billed in addition to the Payment set forth above)			

**END OF AGREEMENT OPTIONS:** You will have the following options at the end of the original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value. 2. Renew the Agreement per Paragraph 1. 3. Return Equipment as provided in Paragraph 8.

This is a noncancelable/non-terminable agreement, meaning that this Agreement cannot be canceled or terminated. You acknowledge and agree that this Agreement consists of the terms and conditions set forth on the reverse side and on the following pages, and specifically include the attached (i) Prepaid Connected Services Addendum and the following Addendums (if box is checked): ☐ Government Contracting Addendum, ☐ Personal Guaranty Addendum, and Other: \_\_\_\_\_.

## OWNER ACCEPTANCE

	Gobin's, Inc.		
Dated	Owner	Signature	Title <u>DIR OF SALES</u>

## CUSTOMER ACCEPTANCE

	Prowers Area Transit	X	
Dated	Customer	Signature	Title
		Anthony Letteer	
Federal Tax ID#	Print Name		



## Gobin's, Inc. PAGE MANAGEMENT AGREEMENT TERMS & CONDITIONS

- 1. AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL NO./ACCESSORIES" and as modified by supplements to this Page Management Agreement ("Agreement") signed by you and us (such property and any upgrades, replacements, repairs, and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon the date it is accepted and signed by us ("Commencement Date") and continues thereafter for the number of consecutive months shown. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the first billing date, as reasonably calculated by us based on the full periodic payment set forth on the first page hereto, plus applicable taxes ("Payment"), the number of days in that period and a month of 30 days. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of your intent to return the Equipment AND complete the return within 30 days of the end of term. Notice of your intent to return the Equipment must be sent by certified US mail to Gobin's, Inc. 615 N Santa Fe Ave., Pueblo, CO 81003. Attn: Contracts Distribution. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers and any other information describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request. Your failure to sign the Delivery and Acceptance Form does not change or affect your obligation to lease or purchase and pay for Equipment pursuant to the terms of this Agreement or any other contract or agreement you may have entered into with us or your supplier. The original of this Agreement shall be that copy which bears your original signature, a facsimile of your original signature, or your electronic signature and which bears our original signature.
- 2. RENT:** Rent will be payable in installments, each in the amount of the Payment set forth on the face of this Agreement plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly upon demand along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owing to us under the terms of this Agreement in our sole discretion.
- 3. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment and accessories, maintenance by us (during normal business hours), inspection, parts replacement, and the following consumable parts and supplies: drums and cleaning material required for proper operation black toner, color toner, and developer ("Consumables"). If your use of consumable parts and supplies exceeds the typical use pattern (as determined by us) for these items by more than 10%, or should we determine in our sole discretion, that the items are being abused in any fashion, you agree to pay for such improper or excess use. Paper, media, and staples must be separately purchased by you. We may charge you a Supply Freight Fee to cover our costs of shipping/delivering supplies to you. We agree to provide initial prepaid connection services pursuant to the Prepaid Connected Services Addendum attached to this Agreement. We retain ownership of all Consumables until used or paid for by you. Upon termination or expiration of this Agreement, all unused Consumables will be immediately returned to us or purchased by you at the current price then in effect. Consumables do not include large format inks, print heads, maintenance kits and media.
- 4. SERVICE CALLS:** Service calls under this agreement will be performed during normal business hours at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal business hours, on weekends and on holidays, if and when available, will be paid by Customer at the overtime ("Per Call") rates in effect at the time the service call is made. Customer agrees to promptly notify Gobin's of any requests for service, by contacting the Gobin's, Inc. Service Department. During the performance of Gobin's, Inc. maintenance services, Customer agrees that Gobin's, Inc. shall have the right to generate all copies/prints/faxes necessary to properly perform its service without being required to credit Customer's account. This Agreement does not include mileage on service calls for customers outside of Gobin's, Inc. normal geographic service area. Service performed after the termination, expiration or nonrenewal of this Agreement will be paid for by Customer on a "Per Call" basis at Gobin's, Inc. then published rates. All on-site service calls are billed at a one-hour minimum and 15-minute increments thereafter. All phone support calls are billed in 15-minute increments with a 15 minute minimum.
- 5. METER READINGS:** Upon the election by Gobin's, Inc., Customer agrees to allow the installation of Gobin's, Inc. electronic meter collection tool to collect meters where applicable. If Customer refuses the use of the electronic meter tool at any time during the term of this agreement or any renewals, we may add an additional charge for the manual collection and entry of meters. If accurate meter readings are not provided, Gobin's, Inc. reserves the right to estimate Customer's meter readings based upon previous meter readings and bill Customer based upon such estimates or send an Gobin's, Inc. representative to visually inspect such meter readings, in which event Customer shall also pay Gobin's, Inc. an additional charge for such site visit.
- 6. OWNERSHIP OF EQUIPMENT:** Until purchased and title transfers to you, if applicable, Gobin's, Inc. shall retain ownership and title to the Equipment (excluding software). If purchased, and if any amounts are due and owing to us for such Equipment, you grant us a security interest in the Equipment until we are paid in full. You agree that we shall have the right to file a UCC-1 financing statement on the Equipment to secure the payment or return of the Equipment at the end of the lease term. You agree to keep the Equipment free and clear of all other liens, encumbrances and claims.
- 7. WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.
- 8. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it to another location without our prior written consent. At the end of the term of this Agreement (or any renewal term), you will return the Equipment to us at your expense, in relet resalable condition, full working order, and in complete repair, at a time, manner and location specified by us. You agree to allow us to inspect the Equipment at any time during normal business hours.
- 9. LOSS OR DAMAGE:** You are solely responsible for the risk of loss of, for any destruction of, or any damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage, and agree to then pay to us the present value of the total of all unpaid rental payments for the full remaining rental term, plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at two percent (2%) per year ("Present Value Rate"). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
- 10. COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the Equipment fully insured, at your cost, against all damage or loss and name us as loss payee in an amount not less than replacement cost of the Equipment until this Agreement is terminated. You also agree to secure, at your cost, a general public liability insurance policy from an insurance company acceptable to us and to include us as an additional insured on this policy. You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property damage insurance within 30 days after the Commencement Date of this Agreement, we may, at our sole discretion, either: 1) obtain insurance and you will pay us for any insurance premium and related charges, or 2) we may charge you a monthly property damage surcharge of up to .0035 of the original Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you, and we may make a profit on either option. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR DAMAGE AND LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.
- 11. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the assignee will have the same rights and benefits but none of our obligations that we have under this Agreement, (i) the new owner will not be subject to any defenses, or set offs that you may have against us, and (ii) such assignee will not be responsible for our obligations under Paragraphs 3-5, 19 or under the Prepaid Connected Services Addendum, which obligations will remain our sole responsibility.
- 12. DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or another party when due or if you fail to perform any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and you agree: (1) to pay all sums due under this Agreement; (2) to pay the unpaid balance of this Agreement discounted at six percent (6%); (3) to pay the amount of any purchase option, and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; and (4) to immediately return the Equipment, at your sole cost, to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum or the maximum permissible legal rate, whichever is greater. We may also use any of the remedies available under Article 2A of the Uniform Commercial Code as enacted in the state in which our principal office, or that of any assignee is located. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs, regardless of whether any legal action is actually filed. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed by this Agreement and you waive your rights under Article 2A (508-522) of the UCC.
- 13. SECURITY DEPOSIT:** If required by us, any security deposit posted by you is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth on the first page hereto. If all conditions herein are complied with and provided you have not ever been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment.
- 14. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal office is located, and shall be governed by and construed in accordance with such laws. You irrevocably agree that any judicial proceeding concerning this Agreement will be adjudicated in any court or courts in the state in which our (or, if we assign this Agreement, our assignee's) principal office is located, and you hereby waive transfer of venue. You agree to waive trial by jury in any action between you and us.
- 15. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve-month period, we may increase your payment, and the excess image charge by a maximum of 15% of the existing charge.
- 16. UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
- 17. ALL SECURE:** Selection of the All Secure program will provide an authorized Gobin's, Inc. engineer to schedule a call either onsite or at our facility to use a set of enhanced passwords and data security measures to ensure your hard drives have added security protection. At the end of service or disposal of this unit Gobin's, Inc. will sanitize and remove all data to US Department of Defense standard for security. If Equipment has been removed for the location noted on the first page, you must call Gobin's, Inc. to initiate this service. Failure to request our engineer to perform these steps before any equipment leaves your office will negate the guarantees of the All Secure program. Equipment picked up by Gobin's, Inc. will not require pre-scheduling and a proof of completion will be provided by Gobin's, Inc. once the machine has been sanitized.
- 18. POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer (Postage Manufacturer), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.



DELIVER TO				BILL TO			
Prowers Area Transit				Prowers Area Transit			
COMPANY NAME				COMPANY NAME			
200 East Hickory Street			0	200 East Hickory Street			0
STREET ADDRESS			SUITE NO.	STREET ADDRESS			SUITE NO.
Lamar		CO	81052	Lamar		CO	81052
CITY		STATE	ZIP CODE	CITY		STATE	ZIP CODE
719-336-8034				719 336 - 8034			
PHONE NO.		FAX NO.		PHONE NO.		FAX NO.	
Anthony Letteer		aletteer@prowerscounty.net		Anthony Letteer		aletteer@prowerscounty.net	
DELIVERY CONTACT (FIRST & LAST NAME)		METER READ EMAIL ADDRESS		A/P CONTACT (FIRST & LAST NAME)		A/P CONTACT EMAIL	
Anthony Letteer		FM Audit		Anthony Letteer		aletteer@prowerscounty.net	
METER READ CONTACT (FIRST & LAST NAME)		METER READ METHOD (PRIMARY)		POC Point of Contact Name		POC EMAIL	
719-336-8034		FM Audit CANON ERDS		aletteer@prowerscounty.net			
METER READ PHONE NO.		METER READ METHOD (PRIMARY) METER READ METHOD (BACKUP)					
Branch Location		Req'd Delivery Date		Voltage		Sales Rep Name	
Lamar		No		120V		Tony Luttrell	
Sale Type (Select Dropdown):		CPC Lease	Maint Agreement:	SMT	Networked:	by Other	ALL Secure: Yes
SPECIAL INSTRUCTIONS:							
INSTALL QUANTITY	INSTALL MODEL	INSTALL PRODUCT NUMBER	INSTALL SERIAL NUMBER	B/W Meter	Color Meter		
1	Canon C3926i	CN-5962C002AA					
1	Cassette Feeding Unit - AW1	CN-4917C002AA					
1	Inner Finisher - L1	CN-4000C002BA					
1	Super G Fax Board - BH1	CN-4919C001AA					
Reason for Removal (Select Dropdown): Upgrade to Keep							
NAME OF PAYEE IF 3RD PARTY PAYOFF:							
SPECIAL INSTRUCTIONS/STAIRS: Main office							
RETURN QUANTITY	RETURN MAKE	RETURN MODEL	RETURN PRODUCT NUMBER	RETURN SERIAL NUMBER	B/W Meter	Color Meter	
1	Canon	C3730i		2UR05487			
The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of the equipment(s) from Gobin's, Inc.							
The undersigned does hereby acknowledge the complete and satisfactory removal of the equipment(s) by Gobin's, Inc.							
Customer Signature:		Printed Name:			Date:		

**NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT**  
**(Applicable to Governmental Entities Only)**

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Prowers, County of ("Governmental Entity") and Gobin's, Inc. ("Company"), which agreement is identified in Company's records as agreement number 3208785 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by Governmental Entity as of the termination date.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

<b>GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE</b>			
<b>(As Stated Above)</b>	<b>X</b>		
	SIGNATURE	NAME & TITLE	DATE