

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
TUESDAY, MARCH 24, 2026**

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

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

8:30 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:00 a.m. Meagan Hillman, Public Health & Environment Director
- Public Health Work session

9:30 a.m. Abbie Campbell, Prowers County Treasurer
- Treasurer's Report

10:00 a.m. Anthony Letteer, Prowers Area Transit
- Increased Service

10:30 a.m. Meredith Burcham, CTSI (virtual)
- Pool updates 2026

11:00 a.m. BOCC Legislative update
-

MEETING AGENDA

1:00 p.m. Invocation
Pledge of Allegiance
Call Meeting to Order
Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider approval of Payment of Bills Presented and of Voiding Checks, if any for all County Funds and DHS Funds which include WHC and H3C Funds
3. Consider Approval of March Payroll Change Notices
 - Promotion**
SECO CMA Program Manager/Supervisor - March 4th
 - New Hire**
Eligibility Tech OPC - March 11th
Building Maintenance Technician II - March 17th
Deputy Coroner -
 - Annual Increases**
Curator - March 11th
OPC Operations Manager - March 11th
CRMC Operations Manager - March 11th
4. Consider Approval of March 10, 2026 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

Cicilia Dowell- Otero College / Lamar Head Start
Playground at Welcome Home

PUBLIC HEARING

Michelle Hiigel, Land Use Administrator
Public Hearing Re: Concerning Amendment to the Prowers County
Land Use Regulations adding Recreational Vehicle Park Regulations

UPDATES

Boards and Committees

LAVWCD Regional 1041 Regional - Cook
SCEDD Board - Harmon
RESADA Board - Cook
Lions Club Luncheon - Stagner
PEP Board - Cook / Harmon
Lodging Tax Panel - Cook
CCI Renewable Energy - Stagner
CCI Steering Committee - Cook
ComCor Screening - Stagner

Don Wilson, County Administrator
County Administrator update

Rose Pugliese, Esq.
County Attorney update

PREVIOUSLY TABLED ACTION ITEMS:

1. None

ACTION ITEMS:

1. Consider approval of a Resolution amending the Prowers County Zoning Regulations adding Supplementary Regulations for Recreational Vehicle Parks.
2. Consider approval of a Proclamation to proclaim April as Child Abuse Prevention Month.
3. Consider ratifying 3/4/2026 email poll approving a Letter of Support sent to U.S. House Representative, Lauren Boebert regarding federal funding for the Town of Holly's Wastewater and Law Enforcement Projects.
4. Consider ratifying 3/4/2026 email poll approving a Letter of Support sent to U.S. Senators, Michael Bennett and John Hickenlooper regarding federal funding for the Town of Holly's Wastewater and Law Enforcement Projects.
5. Consider ratifying 3-10-2026 verbal poll approval of Public Contract for Services between KP, LLC dba KP Election Services and Clerk & Recorder, Prowers County, Colorado and Board of County Commissioners, Prowers County, Colorado for ballot printing and mailing services for 2026.
6. Consider approval of appointing eight (8) members to the Prowers County Sand & Sage Board, terms to expire February 28, 2029.

7. Consider approval of Master Contract with Gobin's Inc, for Phase 1 (9 machines) for county printers and copiers in the amount of \$3,562.97/month and allowing the County Administrator to execute the contract.
8. Consider approval of the lease agreement between The East Prowers County Cemetery District and Prowers County for the eight (8) LAWMA shares at a cost of \$55.00 per share for a total of \$440.00.
9. Consider approval of Underground and Utility Permit No. 985 for Carrigan Excavating to place 1 ¼" 200 PSI PVC Water Line at 30687 CR 19, Lamar, CO.
10. Consider approval of Underground and Utility Permit No. 986 for Carrigan Excavating to place 12" 80# irrigation line at 30687 CR 19, Lamar, CO.

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 related to potential litigation matters.
- 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: 3/24/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 03/12/2026

Return Originals to: 1

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Resolution amending the Prowers County Zoning Regulations adding Supplementary Regulations for Recreational Vehicle Parks.

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	_____

Recreational Use-Specific Standards

Recreational Vehicle Park

A. Definitions.

Recreational Vehicle: A vehicular type unit designed as temporary living quarters for recreation or camping which may be mounted on or drawn by another vehicle, such as travel trailer, camping trailer, truck camper, and motor home.

Recreational Vehicle Park: A parcel of land located, established, or maintained for the occupancy of recreational vehicles of the general public for a fee as temporary living quarters for recreation or vacation purposes. Mobile homes do not include Recreational Vehicles. A Recreational Vehicle is not considered a dwelling.

B. Zoning.

Recreational Vehicle Park shall be permitted in each zoning district, except in the 100-year Floodplain and Floodway and the Airport Overlay District, as a Use by Special Review.

C. Minimum Site Requirements and Setbacks.

- a. Recreational vehicles sites, camping structures, and/or tent sites shall be designated on the site plan and shall be at least 1000 square feet in area, measuring at least 25 feet in the smallest dimension, and of adequate size to accommodate any applicable vehicle parking.
- b. Any structures or RV/camp sites shall be setback at least fifty (50) feet from the lot frontage and twenty-five (25) feet from any side or rear lot line.
- c. All campsites shall be setback a minimum of one hundred (100) feet from all dwellings on adjacent properties.
- d. All campsites, as well as any provided sanitary facilities, shall be setback a minimum of one hundred feet (100') from the edge of any stream, river, or wetland.
- e. All campsites, as well as any provided or dedicated sanitary facilities, shall be setback a minimum of fifty feet (50') from the edge of any ditch and the edge of any Floodway.
- f. A Recreational Vehicle Park shall not be located within one thousand (1,000) feet of another recreational vehicle park as measured in a straight line from the boundary of the proposed development to the nearest property line of the existing development.

D. **Maximum Park Density.** A Recreational Vehicle Park shall not have an average density greater than eight (8) campsites per acre.

E. **Parking & Circulation.** A Recreational Vehicle Park shall comply with parking and loading, and any application for development shall include details of the parking and circulation on the site plan.

F. **Sanitation.** Recreational Vehicle Parks shall provide adequate sanitation through either a connection to a central sewer system, an Onsite Wastewater Treatment System (OWTS) subject to Prowers County regulations and CDPHE Regulation 43, or Domestic Wastewater Treatment Works subject to CDPHE Regulation 22. Sanitation facilities can be provided by a public access common area (e.g. bathhouse) or by individual collection lines and sites.

G. **Water.** Recreational Vehicle Parks shall provide legal and adequate potable water of at least 75 gallons per day per campsite, consistent with CDPHE Regulation 6 (campgrounds) and Regulation 11 (community water systems).

H. **Lighting.** All Recreational Vehicle Parks shall manage lighting to limit light pollution.

- I. **Fire Pits and Fire Protection.** All fire pits shall include a permanent structure with fire grate to meet County standards and comply with all fire bans and restrictions. The applicant is required to obtain approval by the local fire protection district of the proposed campsite location. An annual inspection by the fire protection district may be required.
- J. **Signage.** All campsites shall have signage to educate guests on current fire ban status, campfire safety, Leave No Trace principles, and quiet hours.
- K. **Driveways.** All recreational vehicle spaces shall abut upon a driveway, graded for drainage and maintained in a rut and dust free condition, which provides unobstructed access to a public street or highway. The minimum unobstructed width of such driveways shall be fifteen (15) feet for one-way traffic or twenty-five (25) feet for two-way traffic. No parking shall be permitted on the driveways.
- L. **Parking Space.** Each space shall provide one (1) graveled parking space.
- M. **Vehicle Barriers.** Adequate barriers shall be provided to confine vehicles to driveways and parking spaces.
- N. **Maintenance.** All Recreational Vehicle Park shall be maintained in a clean and sanitary condition, free from hazardous and noxious materials, weeds and refuse. The Recreational Vehicle Park owner shall be responsible for ensuring compliance.
- O. **Refuse Handling.** The storage, collection and disposal of refuse in a recreational vehicle park shall be so arranged as to not create health hazards, rodent harborage, insect breeding areas, accident or fire hazards, or air pollution. All refuse shall be disposed of at a minimum once per week.
- P. **Pest Control.** Grounds, buildings and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform with local regulations and requirements of the Colorado Department of Public Health and Environment.
- Q. **Application.** Any application for development of a Recreational Vehicle Park shall include the following:
 - a. Site plan illustrating the layout and dimensions of the RV parking sites and/or camp sites, parking and circulation, sanitation and water facilities, electric/water/sewer utility lines, and all other proposed structures.
 - b. Engineered design for sanitation system may be required by the county based on soil types and ready for submittal to the state.
 - c. Proof of legal water source and engineered design for potable water system ready for submittal to the state.
 - d. Project Narrative describing operational details, including site management.



210 S. Main St
Lamar, CO 81052
719.336.9095

www.theprowersjournal.com

Publisher's Affidavit of Publication

I, Douglas Martin being duly affirmed and say, I am the Publisher of The Prowers Journal, published at Lamar, Colorado, County of Prowers, State of Colorado, and that the advertisement, a printed copy of which is attached hereto, was printed and published in said newspaper on the following date(s):

2-4-2024

Job Title Notice of Hearing & Dec Use-Specific Standards

Hereby subscribed and sworn to me on this 6 day of February 2024

Danielle L. Kilpatrick
Notary Public

My Commission Expires On: 04-26-2029

(SEAL)

DANIELLE L. KILPATRICK
Notary Public
State of Colorado
Notary ID # 20094010303
My Commission Expires 04-26-2029



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PROWERS COUNTY LAND USE

1001 SOUTH MAIN STREET

LAMAR, CO 81052

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LANDUSE@PROWERSCOUNTY.NET

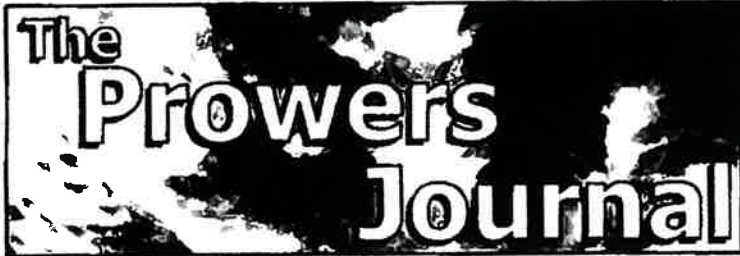
NOTICE OF PUBLIC HEARING

The Prowers County Planning Commission hereby gives notice that a public hearing will be held at 8:00 a.m., February 18, 2026 in the Prowers County Annex Mezzanine, 1001 South Main Street, Lamar, Colorado, concerning the adoption of Recreational Vehicle Park regulations.

Additional information on the new regulation is available at the Prowers County Land Use Office 1001 South Main Street, Lamar, Colorado. Any questions concerning the new regulations can be directed to Michelle Hiigel, Prowers County Land Use Administrator at 719-336-8988.

All interested parties, either in favor or against, are invited to make their appearance at this time.

Planning Commission Chair
Richard Widener



210 S. Main St
Lamar, CO 81052
719.336.9095

www.theprowersjournal.com

Publisher's Affidavit of Publication

[Signature] being duly affirmed and say, I am the Publisher of The Prowers Journal, published at Lamar, Colorado, County of Prowers, State of Colorado, and that the advertisement, a printed copy of which is attached hereto, was printed and published in said newspaper on the following date(s):

3-4-2024

Job Title BODC Notice of Public Hearing

Hereby subscribed and sworn to me on this 4 day of March 2024

[Signature]
Notary Public

My Commission Expires On: 04-23-2026

(SEAL)

JEANETTE O'BRYAN
Notary Public
State of Colorado
Notary ID # 20144017332
My Commission Expires 04-23-2026



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Board of County Commissioners

Prowers County, Colorado

301 South Main Suite 215

Lamar, Colorado 81052

719-336-8025 prowersco.gov

Ty Harmon
District One

Ron Cook
District Two

Roger Stagner
District Three

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Prowers County Board of County Commissioners hereby gives notice that a public hearing will be held concerning the adoption of Recreational Vehicle Regulations to the Prowers County Zoning Regulations, and the addition of Recreational Vehicle Regulations to Section 18 of the regulations.

Prowers County Board of County Commissioners: March 24, 2026 starting at 1:00p.m., in the Board of County Commissioners Boardroom, 2nd Floor of the Courthouse, 301 South Main Street, Lamar, CO 81052

Please note that it is inappropriate to personally contact individual Board of County Commissioners while an application is pending. Such contact is considered *ex parte* communication and will have to be disclosed as part of the public hearings on the matter. If you have any concerns, you should contact staff, write a letter or present your concerns at the public meeting so your comments can be made part of the record. Any questions concerning this application can be directed to Michelle Hiigel, Prowers County Land Use Administrator at 719-336-8988. Public comments and questions can also be submitted electronically to mhiigel@prowerscounty.net. Also, note that if you use a representative to present your comments, it is more persuasive if you provide written authorization for that person to represent you.

Pursuant to County Policy and Procedures, comment letters containing technical information, data or references to other materials must be submitted seven calendar days prior to the public hearing. Public comments not containing technical information, data or references to other materials may be submitted two business days prior to the hearing. Late submittals may not be reviewed by the Board and the Board at its discretion may accept submittals on the day of the hearing.

Approval of the subject application or development may result in the establishment of a vested property right.

Prowers County Board of County Commissioners
Roger Stagner, Chairman

RESOLUTION NO. 2026-_____

BOARD OF COUNTY COMMISSIONERS
COUNTY OF PROWERS, STATE OF COLORADO

**AREOLUTION AMENDING PROWERS COUNTY ZONING REGULATIONS BY ADDING
SUPPLEMENTARY REGULATIONS FOR RECREATIONAL VEHICLE PARKS.**

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

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

WHEREAS, Section 14-Amendment of the Prowers County Zoning Regulations (the "Regulations") allow the Regulations to be changed whenever the public necessity, health, safety, general welfare and/or good zoning practices justify such action; and

WHEREAS, amendments to the Regulations (the "Amendments") were initiated by Prowers County staff; and

WHEREAS, on January 29, 2026, the Prowers County Planning Commission (the "Planning Commission") caused a notice to be published in the Prowers Journal with the Amendments on February 4, 2026 and setting a public hearing on February 18, 2026; and

WHEREAS, the proposed amendments, with suggested changes as discussed at the public hearing, at which hearing various witnesses were heard and exhibits were presented for the Planning Commission's consideration, and testimony was taken from County staff and any and all persons desiring to appear and give such testimony and present evidence, were recommended to the Board by the Planning Commission on February 18, 2026; and

WHEREAS, on March 24, 2026, the Board conducted the public hearing to consider amending the Regulations as advertised, at which hearing various witnesses were heard and exhibits were presented for the Board's consideration, and testimony was taken from County staff and any and all persons desiring to appear and give such testimony and present evidence; and

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

1. That proper publication and public notice were provided as required by law for the hearing before the Planning Commission and the Board.
2. That the public hearings were complete, that all pertinent facts, matters and issues were submitted, and all interested persons were heard at the hearing.
3. That all exhibits were received into evidence, which included:
 - a. Copies of the legal notice of the hearing scheduled for February 18, 2026 and March 24, 2026;
 - b. Draft proposed Amendments to the Regulations are attached hereto as "EXHIBIT A;"
 - c. Testimony and exhibits presented by the general public and all interested persons, if any; and
 - d. Presentations made by County staff concerning the Amendments proposed to the Regulations as contained in EXHIBIT A, including any additional minor revisions identified during the public review and hearing process.
4. That the Board has taken into consideration the following:
 - a. The proposed amendments are in conformance with the Land Use Plan; and
 - b. The changes requested promote the public necessity, health, safety and general welfare and is consistent with good land use and zoning practice.
5. That all requirements of law have been met.

NOW THEREFORE, BE IT RESOLVED AND ORDERED:

That the Zoning Regulations, amended December 5, 2023 are further amended as set forth in EXHIBIT A, which is incorporated herein by this reference.

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

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

That the Prowers County Zoning Regulations, as amended on December 5, 2023, and as further amended on March 24, 2026 shall be supplemented, replaced, superseded or amended by the Amendments only as set forth in EXHIBIT A; shall constitute the now currently enacted and effective version; and shall be kept in the office of the Board of County Commissioners for Prowers County, Colorado, there to be made available for public inspection.

ADOPTED this 24th day of March, 2026, by the Board of County Commissioners of Prowers County, Colorado.

Roger Stagner, Chairman

Ty Harmon, Vice-Chairman

Ron Cook, Commissioner

ATTEST:

Jana Coen, County Clerk

EXHBITA

ADD: RECREATIONAL VEHICLE PARKS FOR COMMERCIAL USE AS A USE BY SPECIAL REVIEW TO:

Irrigated Agricultura (A-1) District
Non-Irrigated Agricultural (A-2) District
Fragile Land (A-3) District
Single-Family Residential (R-1) District
Local Commercial (C-1) District
Highway Commercial (C-2) District
Industrial (I-1) District
Single-Family Residential (R-1) District
Mixed Residential (R-2) District

DEFINITIONS:

Add: **RECREATIONAL VEHICLE**: A vehicular type unit designed as temporary living quarters for recreation or camping which may be mounted on or drawn by another vehicle, such as travel trailer, camping trailer, truck camper, and motor home.

Add: **RECREATIONAL VEHICLE PARK**: A parcel of land located, established, or maintained for the occupancy of recreational vehicles of the general public for a fee as temporary living quarters for recreation or vacation purposes. Mobile homes do not include Recreational Vehicles. A Recreational Vehicle is not considered a dwelling.

SECTION 18-SUPPLEMENATRY REGULATIONS

ADD:

(aa) RECREATIONAL VEHICLE PARKS

- a) **PURPOSE:** The purpose of this section is to provide for the regulation of the construction and operation of Recreational Vehicle Parks in Prowers County, subject to reasonable conditions that will protect the public health, safety, and welfare of Prowers County residents.
- b) **REQUIREMENTS:** The following requirements shall apply to all Recreational Vehicle Parks and shall be submitted with Use by Special Review Application:

A. Minimum Site Requirements and Setbacks.

- a. Recreational vehicles sites, camping structures, and/or tent sites shall be designated on the site plan and shall be at least 1000 square feet in area, measuring at least 25 feet in the smallest dimension, and of adequate size to accommodate any applicable vehicle parking.
- b. Any structures or RV/camp sites shall be setback at least fifty (50) feet from the lot frontage and twenty-five (25) feet from any side or rear lot line.
- c. All campsites shall be setback a minimum of one hundred (100) feet from all dwellings on adjacent properties.
- d. All campsites, as well as any provided sanitary facilities, shall be setback a minimum of one hundred feet (100') from the edge of any stream, river, or wetland.
- e. All campsites, as well as any provided or dedicated sanitary facilities, shall be setback a minimum of fifty feet (50') from the edge of any ditch and the edge of any Floodway.
- f. A Recreational Vehicle Park shall not be located within one thousand (1,000) feet of another recreational vehicle park as measured in a straight line from the boundary of the proposed development to the nearest property line of the existing development.

B. Maximum Park Density. A Recreational Vehicle Park shall not have an average density greater than eight (8) campsites per acre.

C. Parking & Circulation. A Recreational Vehicle Park shall comply with parking and loading, and any application for development shall include details of the parking and circulation on the site plan.

D. Sanitation. Recreational Vehicle Parks shall provide adequate sanitation through either a connection to a central sewer system, an Onsite Wastewater Treatment System (OWTS) subject to Prowers County regulations and CDPHE Regulation 43, or Domestic Wastewater Treatment Works subject to CDPHE Regulation 22. Sanitation facilities can be provided by a public access common area (e.g. bathhouse) or by individual collection lines and sites.

E. Water. Recreational Vehicle Parks shall provide legal and adequate potable water of at least 75 gallons per day per campsite, consistent with CDPHE Regulation 6 (campgrounds) and Regulation 11 (community water systems).

F. Lighting. All Recreational Vehicle Parks shall manage lighting to limit light pollution.

G. Fire Pits and Fire Protection. All fire pits shall include a permanent structure with fire grate to meet County standards and comply with all fire bans and restrictions. The applicant is required to obtain approval by the local fire protection district of the proposed campsite location. An annual inspection by the fire protection district may be required.

H. Signage. All campsites shall have signage to educate guests on current fire ban status, campfire safety, Leave No Trace principles, and quiet hours.

I. Driveways. All recreational vehicle spaces shall abut upon a driveway, graded for drainage and maintained in a rut and dust free condition, which provides unobstructed access to a public street or highway. The minimum unobstructed width of such driveways shall be fifteen (15) feet for one-way traffic or twenty-five (25) feet for two-way traffic. No parking shall be permitted on the driveways.

J. Parking Space. Each space shall provide one (1) graveled parking space.

- K. **Vehicle Barriers.** Adequate barriers shall be provided to confine vehicles to driveways and parking spaces.
- L. **Maintenance.** All Recreational Vehicle Park shall be maintained in a clean and sanitary condition, free from hazardous and noxious materials, weeds and refuse. The Recreational Vehicle Park owner shall be responsible for ensuring compliance.
- M. **Refuse Handling.** The storage, collection and disposal of refuse in a recreational vehicle park shall be so arranged as to not create health hazards, rodent harborage, insect breeding areas, accident or fire hazards, or air pollution. All refuse shall be disposed of at a minimum once per week.
- N. **Pest Control.** Grounds, buildings and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform with local regulations and requirements of the Colorado Department of Public Health and Environment.
- O. **Application.** Any application for development of a Recreational Vehicle Park shall include the following:
- a. Site plan illustrating the layout and dimensions of the RV parking sites and/or camp sites, parking and circulation, sanitation and water facilities, electric/water/sewer utility lines, and all other proposed structures.
 - b. Engineered design for sanitation system may be required by the county based on soil types and ready for submittal to the state.
 - c. Proof of legal water source and engineered design for potable water system ready for submittal to the state.
 - d. Project Narrative describing operational details, including site management.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: March 24, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: 3/4/26

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 a Proclamation to proclaim April as Child Abuse Prevention Month.”

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!



PROWERS COUNTY
PROCLAMATION
FOR
CHILD ABUSE PREVENTION MONTH



WHEREAS, every one of the more than 1.2 million children in Colorado today deserve to be valued, healthy and thriving; and

WHEREAS, children are our future employees, leaders and neighbors and will shape the future of Colorado; and

WHEREAS, positive childhood experiences build healthy families and strong communities; and

WHEREAS, childhood trauma, including abuse and neglect, is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, childhood trauma can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, everyone benefits when we focus on addressing underlying causes that lead to health and social inequities; and.

WHEREAS, we all have a role in ensuring that children have positive experiences and that families have the resources they need, when they need them; and

WHEREAS, when parents, caregivers, family, friends, neighbors, employers and elected leaders work together to increase five critical protective factors in families' lives, that is when we can prevent child abuse, strengthen families and build brighter childhoods; and,

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, we acknowledge that we must work together as a community in partnership to build awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, strengthening families remains the best defense for our children and families.

CHILD ABUSE PREVENTION MONTH

NOW, THEREFORE, we, the Board of Commissioners, do hereby proclaim April as NATIONAL CHILD ABUSE PREVENTION MONTH in Prowers County, Colorado and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Adopted this ____ day of _____, 2026, by the Board of County Commissioners of Prowers County, Colorado.

Roger Stager, Chairman

Ty Harmon, Commissioner

Ron Cook, Commissioner

ATTEST:

Jana Coen





PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3/24/26

Submitter: Don Wilson

Submitted to the County Administration Office on: Email poll 3/4/2026

Return Originals to: N/A

Number of originals to return to Submitter: 0

Contract Due Date: 3/24/26

Item Title/Recommended Board Action:

Consider ratifying 3/4/2026 email poll approving a Letter of Support sent to U.S. House Representative, Lauren Boebert regarding federal funding for the Town of Holly's Wastewater and Law Enforcement Projects.

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	_____



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

The Honorable Congresswoman
Lauren Boebert
U.S. House of Representatives
Washington, D.C.

March 4, 2026

Dear Congresswoman Boebert,

On behalf of the Prowers County Commissioners, we write in strong support of the Town of Holly's request for Community Project Funding. These funds are needed to address critical sewer infrastructure needs.

Holly's wastewater system includes aging sewer lines that are decades old and in urgent need of repair or replacement. Two primary lines, in particular, have sustained severe deterioration and pose significant public health, environmental, and economic risks if not addressed promptly. Reliable infrastructure is fundamental to a community's stability, growth, and long-term viability.

The cost of this essential project exceeds \$3 million. Currently, Holly is undertaking a critical reconstruction of its drinking water system, resulting in approximately \$4.74 million in debt. For a small rural municipality with limited revenue, these combined obligations place a considerable strain on local resources.

Community Project Funding would provide critical assistance to complete these necessary improvements without imposing an overwhelming burden on residents. Federal investment in rural infrastructure is key to preserving the health, safety, and economic stability of communities like Holly and Prowers County.

We respectfully request your consideration and support. Thank you for your continued commitment to rural Colorado.

Sincerely,

Roger Stagner

County Commissioner

Ty Harmon

County Commissioner

Ron Cook

County Commissioner



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3/24/26

Submitter: Don Wilson

Submitted to the County Administration Office on: Email poll 3/4/2026

Return Originals to: N/A

Number of originals to return to Submitter: 0

Contract Due Date: 3/24/26

Item Title/Recommended Board Action:

Consider ratifying 3/4/2026 email poll approving a Letter of Support sent to U.S. Senators, Michael Bennett and John Hickenlooper regarding federal funding for the Town of Holly's Wastewater and Law Enforcement Projects.

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	_____



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

The Honorable Senators
Michael Bennet
John Hickenlooper
United States Senate
Washington, D.C. 20510

March 4, 2026

Dear Senators Bennet and Hickenlooper,

On behalf of the Prowers County Commissioners, we write in strong support of the Town of Holly's request for Congressionally Directed Spending funds to continue establishing its municipal police department.

Holly has been working to build a sustainable and professional department to serve its residents. The original plan included partnering with the Town of Granada and their Police Department to develop infrastructure, operations, and payroll with support from JAG grant funding. Unfortunately, Granada is no longer able to assist, and the associated JAG funding has ended, leaving Holly without the foundational support it anticipated.

At the same time, the need for local law enforcement has grown more urgent. Rural communities like Holly are experiencing increased violent crime, theft, and property offenses. Just weeks ago, a transient individual drove through town firing at vehicles and buildings, placing residents at serious risk. Apprehending the suspect required a coordinated response from the Colorado State Patrol, the Prowers County Sheriff's Office, and neighboring agencies.

Although interagency cooperation remains strong, resources are limited and response areas are vast. Holly's residents deserve dedicated local protection to ensure timely response, proactive policing, and a visible presence to deter crime.

Congressionally Directed Spending funds will allow Holly to establish critical infrastructure, support personnel, and equip a stable and sustainable police department.

We respectfully urge your support of this request and appreciate your continued commitment to rural Colorado. Please contact us if additional information is needed.

Sincerely,
Roger Stagner 
County Commissioner

Ty Harmon 
County Commissioner

Ron Cook 
County Commissioner



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3/24/26

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: Verbal Poll 3-10-2026

Return Originals to: Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 3-10-2026 verbal poll approval of Public Contract for Services between KP, LLC dba KP Election Services and Clerk & Recorder, Prowers County, Colorado and Board of County Commissioners, Prowers County, Colorado for ballot printing and mailing services for 2026.

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	3-10-2026 _____
Finance	_____
Clerk	_____
HR	_____

**PUBLIC CONTRACT FOR SERVICES
KP, LLC. dba KP Elections Services**

BALLOT PRINTING & MAILING 2026

THIS PUBLIC CONTRACT FOR SERVICE (the “Contract”) is made and entered into effective this 10th day of March 2026 by and between the **CLERK & RECORDER OF THE COUNTY OF PROWERS, STATE OF COLORADO**, an elected official and the Designated Election Official for Prowers County, with a principal address of 301 S. Main Street, Suite 210, Lamar, CO 81052 (the “County”) and **KP, LLC dba KP Elections Services**, a corporation authorized to do business in the State of Colorado with a principal address of 3700 Seaport Blvd., Suite 10, West Sacramento, CA 95691 (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for preparation and printing of election materials including ballots, envelopes, insertion and mailing for the 2026 Elections to be held in Prowers County; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such election, with the potential for providing services for future elections as well; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience, and is ready, willing, and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other goods and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY: The County Elections Supervisor (“Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this contract. The Authorized Representatives for the Consultant are Laura Zylak and Darren Loken.

2. SCOPE OF SERVICES:

A. Parties agree that Consultant shall print election materials at the rate indicated in the attached Exhibit A. Consultant agrees to print ballots and other election materials for the 2026 Elections to be held in Prowers County, Colorado as follows:

- Duplex Ballots, size to be determined
- Outer/Carrier Ballot Envelopes (Domestic and UOCAVA), to include return address

- Return/Reply Envelopes with open signature
- Optional Ballot Voter Instructions
- Optional "I Voted" stickers as designated by the County

Parties understand and agree that the actual amount and size of ballots may change, and may not be finalized until closer to the Election.

- B. Consultant agrees to mail ballot packets to Prowers County registered voters as designated by the County.
- C. The Parties agree to work jointly in good faith to establish time frames for performance by each party, including by not limited to: a deadline for the County to provide ballot faces and a deadline for Consultant to mail the ballots to the County's registered voters. All deadlines shall adhere to statutory requirements.
- D. The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution. No change in the scope of services that will result in an increase in the amount of compensation may be effective unless the County confirms in writing the availability of funds for such increase.
- E. The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license, or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.
3. **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay the Consultant, and the Consultant agrees to accept payment as provided herein.
4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract, notwithstanding and pursuant to Section §29-1-110, C.R.S., the amount of funds appropriated for this Contract is \$25,000 for printing Ballots, Outer and Return envelopes, Instruction Sheets, etc. (not including postage) for *each* of the 2026 Elections. In no event shall the County be liable for payment under this Contract for any amount in excess thereof without express and written approval confirming such and confirmation of the availability of funds in excess of this stated amount. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence upon its effective date, specified above, and terminate at 11:59 PM on 12/31/2026. This Agreement, at

the option of the County, may be renewed with appropriate adjustments to election material numbers, if written notice is given to the Consultant by the County on or before the termination of the current and successive terms, confirmed by an Addendum to this Contract. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

- 6. INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after the County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.
- 7. CONFLICT OF INTEREST:** The Consultant agrees that no official, or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for service any official, officer, or employee of the County. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the County.
- 8. INDEMNIFICATION:** The County cannot, and by this Contract does not, agree to indemnify, hold harmless, exonerate, or assume the defense of the Consultant or any other person or entity whatsoever for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioner's, officials, director's, agents, and employees for any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Contract; provided, however, that the Consultant need not indemnify or hold harmless the County, its officers, agents, and employees from damages resulting from the sole negligence of the County's commissioner's officials, officers, agents, or employees.
- 9. INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this contract, all personnel assigned by the Consultant to perform work under this Contract shall be, and remain at all times, employees of Consultant for all purposes. The independent contractor is not entitled to workers' compensation or unemployment benefits through the County and is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.
- 10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 to 120, C.R.S., or otherwise available to the County.

- 11. ASSIGNMENT:** The Consultant agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.
- 12. COUNTY REVIEW OF RECORDS:** The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract or for twenty five (25) months thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.
- 13. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines, and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.
- 14. ASSIGNMENT OF COPYRIGHTS:** The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1.) reproduce the work; 2.) prepare derivative works; 3.) perform the works publicly; and, 4.) to display the work publicly. The Consultant waives its right to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.
- 15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the term of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Contract by the Consultant.
- 16. PERFORMANCE:** Due to the sensitive nature of this scope of work, and the need for error-free performance, Consultant agrees to use best efforts to perform the Scope of Work with no errors, and to remedy any defect in performance, defect in printed election material, bar codes, or other required data. Consultant will indemnify the County against all costs and damages, including indirect costs of County to remedy defective election material or other errors or mistakes resulting from Consultant's performance of the scope of work.
- 17. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

By the Consultant to: Prowers County Elections
Jana Coen, Clerk & Recorder
301 S. Main Street, Ste 210
Lamar, CO 81052
Direct: 719-336-8011
jcoen@prowerscounty.net

By the County to: KP Election Services
Attn: Darren Loken
3700 Seaport Blvd., Suite 10
West Sacramento, CA 95691
Direct: (509) 899-7717
dloken@kpcorp.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. Mail, email, via facsimile, or any other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitution shall not be effective until actual receipt of written notification.

18. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

19. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Prowers, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

21. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

22. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

23. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Prowers County Media Relations Officer. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager and the Board of County Commissioners.

24. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachments, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract
- 2nd Pricing Summary attached hereto as Exhibit A

25. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

26. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent, or employee of the respective parties, unless included herein, are null and void and of no effect. NO alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

27. INSURANCE: The Consultant shall be required to maintain appropriate insurance as required by law. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

28. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all authorized signatories of the County.

29. FORCE MAJEURE: NO party shall be liable for failure to perform hereunder if such failure to perform is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performances of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract effective as of the date first written.

CONSULTANT:

Signed: Brett Birky

Print Name: Brett Birky

Title: Chief Operating & Chief Sales & Marketing Officer

Date: March 10, 2026

**CLERK & RECORDER
PROWERS COUNTY, COLORADO**

Signed: Jana Coen

Print Name: Jana Coen

Title: County Clerk & Recorder

Date: 3-10-26

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

Signed: Roger Stagner

Print Name: Roger Stagner

Title: BoCC Chairman

Date: 3-10-26

Exhibit A - Pricing

KP Election Services Pricing

Prowers County CO 2026 Elections - per Election

* Note 4cp ballots add \$0.04/each for Primary, included in pricing below

	Quantity	Unit Price	Price	
Ballot Printing & Inserting				
8-1/2" x 11" Mail Ballots		\$0.34	\$ -	
8-1/2" x 14" Mail Ballots	11,500	\$0.35	\$ 4,002	3,650 UAF x 2 cards; 1,100 Dem/3,100 Rep (1 card each)
8-1/2" x 17" Mail Ballots:		\$0.37	\$ -	
8-1/2" x 11" Counter Ballots		\$0.34	\$ -	
8-1/2" x 14" Counter Ballots	1,200	\$0.35	\$ 420	550 Dem + 650 Rep, Shrinkwrap in 50's
8-1/2" x 17" Counter Ballots:		\$0.37	\$ -	
8-1/2" x 14" Blank Stock	500	\$0.15	\$ 77	
8-1/2" x 14" Test Decks	160	\$0.55	\$ 88	50 each Rep/Dem unmarked + 60 pre-marked
Insertion (up to 3 pieces)	7,850	\$0.35	\$ 2,748	
Insertion (beyond 3 pieces)	3,650	\$0.01	\$ 37	2nd ballot in UAF packets
Election Set-up	1	\$2,000	\$ 2,000	
Mailing Services				Included
USPS Mailing Coordination & Statements				Included
Envelopes, Inserts & Other Costs				
Outgoing 6 1/8 X 9 7/8" White Envelope 2 color	20,000	\$0.28	\$ 5,680	June + Nov + Office Use
UAF Reply 5 7/8" x 9" White Envelope, Full Color (Flood Gray)	5,001	\$0.41	\$ 2,050	Includes office use
AFF Reply 5 7/8" x 9" White Envelope 2 color	14,000	\$0.32	\$ 4,480	June + Nov + Office Use
UOCAVA Outer Envelope - 6-1/8" x 9-5/8"	-	\$0.76	\$ -	
UOCAVA Return Envelope - 6" x 9"	-	\$0.76	\$ -	
Voter Instruction Insert 8.5" x 11" folded to 5 1/2" x 8 1/2" 2 color (also secrecy sleeve)	8,150	\$0.17	\$ 1,386	
Additional Inserts 5.5" x 8.5" color		\$0.11	\$ -	
Secrecy Sleeve 5-5/8" x 8-3/4" white	-	\$0.19	\$ -	
USPS Mail Piece Consult and Design				Included
Initial Envelope Composition				Included
"I Voted" sticker applied to Voter Instruction Insert (optional)		\$0.20	\$ -	
Ground shipping - Counters, Blanks, etc.	1	\$300.00	\$ 300	estimated cost; will bill at actual
Freight to Denver GMF	1	\$715.00	\$ 715	estimated cost; will bill at actual
			<u>\$ 23,982</u>	
Postage Estimate - Non-Profit Standard 5-digit (using July 2025 USPS increase - no UOCAVA)	7,850	\$0.203	\$ 1,594	pass through at cost
			<u>\$ 25,575</u>	

Proprietary and Confidential



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3/14/26

Submitter: Administration & Jana Coen

Submitted to the County Administration Office on: 03/13/2026

Return Originals to: Administration

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing eight (8) members to the Prowers County Sand & Sage Fair Board, terms to expire February 28, 2029.

Justification or Background:

Previous members of the board, applying for reappointment.

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: 3/24/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 3/16/26

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: 4/1/26

Item Title/Recommended Board Action:

Consider approval of Master Contract with Gobin's Inc, for Phase 1 (9 machines) for county printers and copiers in the amount of \$3,562.97 / month and allowing the County Administrator to execute the contract.

Justification or Background:

Previously each department had separate contracts with Gobin's Inc. This resulted in inconsistent cost and some account management issues. Contract cost will remain the same to begin with, but staff time for accounting will greatly improve and additional cost savings will be seen moving forward.

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	_____



Page Management Agreement

APPLICATION NO

CONTRACT NO

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 its successors and assigns.

Full Legal Name			Street Address		Suite No.
Prowers County			301 South Main street		215
City	State	Zip	Phone	Fax	
Lamar	CO	81052	(719) 336 - 8029	(719) 336 - 2312	
Billing Name (if different from above)			Billing Address		Suite No.
			301 South Main street		0
City	State	Zip	Email Invoices to:		
Lamar	CO	81052	dwilson@prowerscounty.net		
Equipment Location (if different from above)					

MAKE/MODEL NO./ACCESSORIES	QTY	SERIAL NO.	STARTING METER
SEE SCHEDULE A			
ONE RATE = \$2050			

AGREEMENT TERMS		AGREEMENT PAYMENT AMOUNT		SECURITY DEPOSIT
Term in Months	60	60	Payments of	\$3,490.97
SUBJECT TO ANNUAL APPROPRIATION		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:	9	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			
Dated	Gobin's, Inc.	<i>[Signature]</i>	<i>Dir. of Sales So Colo</i>
	Owner	Signature	Title
CUSTOMER ACCEPTANCE			
Dated	Prowers County	X	
	Customer	Signature	Title
		Don Wilson	
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 effect. 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 MERCHANTABILITY. 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 retail 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, or 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.

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Gobin's, Inc. ("we", "us", "our") and Prowers County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number # _____ ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you 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) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your 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 your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right 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 to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are 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 you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes 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 you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)	X		
	SIGNATURE	PRINT NAME & TITLE	DATE

OUR SIGNATURE

Gobin's, Inc.			
	SIGNATURE	PRINT NAME & TITLE	DATE



Schedule A

Customer Address: 301 South Main street

Lamar

CO

81052

Customer Contact (Printed): Don Wilson

Mark the box if this order contains multiple ship to locations

Signature

Date: 2/26/2026

Equipment/Accessories	Serial Number	Location	Services & Supply Only (X)	Meter Read Contact Name	Meter Read Method of Contact (Email or Fax)	Meter Read Contact Info (Email Address or Fax Number)	Notes/ID #	Initial Meter Black	Initial Meter Color
Canon C58401	2YJ26992	ASSESSOR'S OFFICE	X	Paula Gonzales	FM AUDIT	paula.gonzales@proverscountynv.net		use previous	used previous
Canon C59401	2YJ48266	Clerks office	X					use previous	use previous
Canon C57601	3AC01494	CRMC - Granada	X					use previous	use previous
Canon C58601	2XK03095	OPC						use previous	use previous
Canon C58401	3KG02240	PUBLIC HEALTH # 230						use previous	use previous
Canon C38261	4CDD02643	PUBLIC HEALTH # #138						use previous	use previous
Canon C39261	4HU08100	Public HEALTH # 130						use previous	use previous
Canon C3591	2YJ07643	DHS Lobby	X					use previous	use previous
Canon C58401	3KG01632	DHS- 233						use previous	use previous
Canon C58401	4LY16435	DHS - 157	X					use previous	use previous
Canon C39301	4MK32725	Admin	X					use previous	use previous
Canon C39261	3CE08881	Transit	X					use previous	use previous
Canon C2571	4AQC02100	Welcome Home center						use previous	use previous
Canon 47351	UMMU01293	Sheriff Office						use previous	N/A
Canon 45351	7528144016K64	Sheriff Office - Jail						use previous	N/A
Lexmark XC 4143	701645H-104656	HC3						use previous	use previous
Lexmark XM 3150	MXBCN9F11P	HC3 - TRAINING ROOM						use previous	N/A
HP - E6750dn		CRMC - Director's Office	X					use previous	use previous



Gobin's Inc.
Business Solutions

Schedule A

Customer Address: 301 South Main Street Lamar

CO

81052

Customer Contact (Printed): Don Wilson

Mark the box if this order contains multiple ship to locations

Signature

Date:

2/26/2026

Equipment/Accessories	Serial Number	Location	Service & Supply Only (X)	Meter Read Contact Name	Meter Read Method of Contact (Email or Fax)	Meter Read Contact Info (Email Address or Fax Number)	Notes/ID #	Initial Meter Black	Initial Meter Color



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3/24/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 3/16/26

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: 4/1/26

Item Title/Recommended Board Action:

Consider approval of the lease agreement between The East Prowers County Cemetery District and Prowers County for the eight (8) LAWMA shares at a cost of \$55.00 per share for a total of \$440.00.

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	_____



LEASE OF PROWERS COUNTY LAWMA SHARES

This certifies that the East Prowers Cemetery District Board of Directors (hereinafter referred to as "Cemetery District") agrees to lease eight (8) shares of Prowers County's LAWMA stock for the 2026 year from Prowers County, hereinafter referred to as "Prowers County" at the rate of \$55.00 per share. Prowers County will invoice the Cemetery District for the total amount due \$440.00.

Prowers County understands that because these shares are leased, then Prowers County's allowable pumping will be decreased for this water year. Prowers County and the Cemetery District understand that this lease is subject to current LAWMA lease policies and also must be approved by the LAWMA Board of Directors and the Division Engineer's Office before the Cemetery District receives the additional allowable pumping and Prowers County's pumping limit is reduced. Prowers County and the Cemetery District understand that the approval process can take some time and may not be approved at all and Prowers County has so informed the Cemetery District. It is also possible that the Division Engineer may move to curtail pumping at any time due to circumstances that are beyond LAWMA's control and Prowers County has so informed the Cemetery District.

The attached Addendum is also approved by Prowers County and the Cemetery District.

PROWERS COUNTY BOARD OF COUNTY COMMISSIONERS

Roger Stagner, Chairman

Date

EAST PROWERS CEMETERY DISTRICT BOARD

Judy Dorenkamp, President

Date



**ADDENDUM TO
LEASE OF PROWERS COUNTY LAWMA SHARES (2026)
COMPANY – EAST PROWERS CEMETERY DISTRICT
PROWERS COUNTY – PROWERS COUNTY, COLORADO**

Additional provisions:

1. 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.
2. ASSIGNMENT: Company may not assign this contract without the written consent of Prowers County.
3. VENUE: Jurisdiction for any dispute under this Lease shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury, and the Court shall award to Prowers County, if it is the substantially prevailing party, its attorney's fees, expert witness fees, court costs, and any other litigation expenses.
4. APPROPRIATION: Any monetary obligation of Prowers County payable after the current fiscal year is subject to appropriation as provided by law.
5. PUBLIC RECORD: In the event Prowers County receives a public records demand for copies of documents which the Lease provides are confidential, or are otherwise subject to non-disclosure, Prowers County shall give written notice to Company. Company shall notify Prowers County in writing within three days of notification if any documents requested as 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 advises Prowers County not to disclose such records.
6. INDEMNIFICATION: Company shall indemnify, save, and hold harmless Prowers County against any and all claims, damages, liability, and court awards including costs, expenses, and attorney's fees incurred as a result of any act or omission by the Company, or its employees, agents, officers and representatives.
7. DEFAULT: In the event of a default, the defaulting party shall have fifteen (15) days after receipt of written notice of default to cure such default or provide sufficient proof that demonstrates that measures to correct default are diligently being taken.

8. LIABILITY: Because Prowers County is a public entity, and is subject to statutory limits on spending, including funds which have been duly appropriated, Prowers County and its officers, agents, employees and representatives shall in no event be liable for damages to Company, or any other party, whether based upon breach of contract, tort, strict liability or any other claim for relief of whatever nature or description.
9. OFFICIALS NOT TO BENEFIT. No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Lease or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Company warrants that it has not retained any company or person (other than a bona fide employee working solely for Company) to solicit or secure this Lease, and that Company has not paid or agreed to pay to any company or person, (other than a bona fide employee working for Company), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Lease to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Lease.
10. GOVERNMENTAL IMMUNITY: Notwithstanding any other provision of this Lease to the contrary, no term or provision of this Lease shall be construed or interpreted as a limitation to or waiver by Prowers County of any applicable provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as now or hereafter amended, §24-30-1501, *et seq.*, C.R.S., as now or hereafter amended, and any other immunity statute. Any provisions of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of Prowers County as provided by said laws.
11. NO THIRD-PARTY BENEFICIARY INTENDED: No provision in this Lease is intended or shall create any rights with respect to the subject matter of this Lease in any third party. This Lease shall be construed to benefit of Prowers County and Company, and shall not be construed to create third party beneficiary rights in any other party. No person not a party to this Lease is an intended beneficiary of this Lease, and no person not a party to this Lease shall have any right to enforce any term of this Lease.
12. BINDING EFFECT. This Lease is binding upon the parties and their respective successors and permitted assigns. This Lease is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. This Addendum will be incorporated into the Lease and enforced as written. In the event of any conflict with the provisions of the main Lease, the provisions of this Addendum will control.

BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

By _____
Roger Stagner, Chairman

Date Signed: _____, 2026

EAST PROWERS CEMETERY DISTRICT BOARD

By _____
Judy Dorenkamp, President

Date Signed: _____, 2026

Attest:

By _____
Jana Coen, County Clerk

Date Signed: _____, 2026



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3/24/26

Submitter: Administration & Jana Coen

Submitted to the County Administration Office on: 03/04/2026

Return Originals to: Admin & Jana Coen

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 985 for Carrigan Excavating to place 1 1/4" 200 PSI PVC Water Line at 30687 CR 19, Lamar, CO.

Justification or Background:

Verified project with Road and Bridge Director.

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	_____

PERMIT NUMBER 985



**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:

Carigan Irrigating DATE: 3/2/26

ADDRESS:

30687 CRD 19 Lamar Colorado 81052

Your request for permission to install a 1 1/4" 200 PSE PVC water line

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:

route # 606102217

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

Permit Number **985**

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 50 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  3-12-26
Road & Bridge Supervisor (Date)

By _____
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:  DATE: 3/12/26

Please attach a work sketch of proposed installation.

N
↑

PROPOSED 1' 1/4"
WATER LAKE CROSSING
5' Depth



PCR 25



1-mile

↑

↓

Handwritten signature or initials

PCR-R





PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 3/24/26

Submitter: Administration & Jana Coen

Submitted to the County Administration Office on: 03/04/2026

Return Originals to: Admin & Jana Coen

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 986 for Carrigan Excavating to place 12" 80# irrigation line at 30687 CR 19, Lamar, CO.

Justification or Background:

Verified project with Road and Bridge Director.

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	_____

PERMIT NUMBER 986



**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: Carryon operating DATE: 5/2/26
ADDRESS: 30687 CR 19 Lamar Co 81052

Your request for permission to install a 12" 80# irrigation line
_____ 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: Route # A-605701522

UNDERGROUND AND UTILITY PERMIT
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BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Permit Number **986**

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 30 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] 3/2/06
Road & Bridge Supervisor (Date)

By _____
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: [Signature] DATE: 3/2/06

Please attach a work sketch of proposed installation.

✔ Your Google AI Pro plan includes higher access to Ask Google Earth. Use new Gemini capabilities to ask about the map, get data insights, and w

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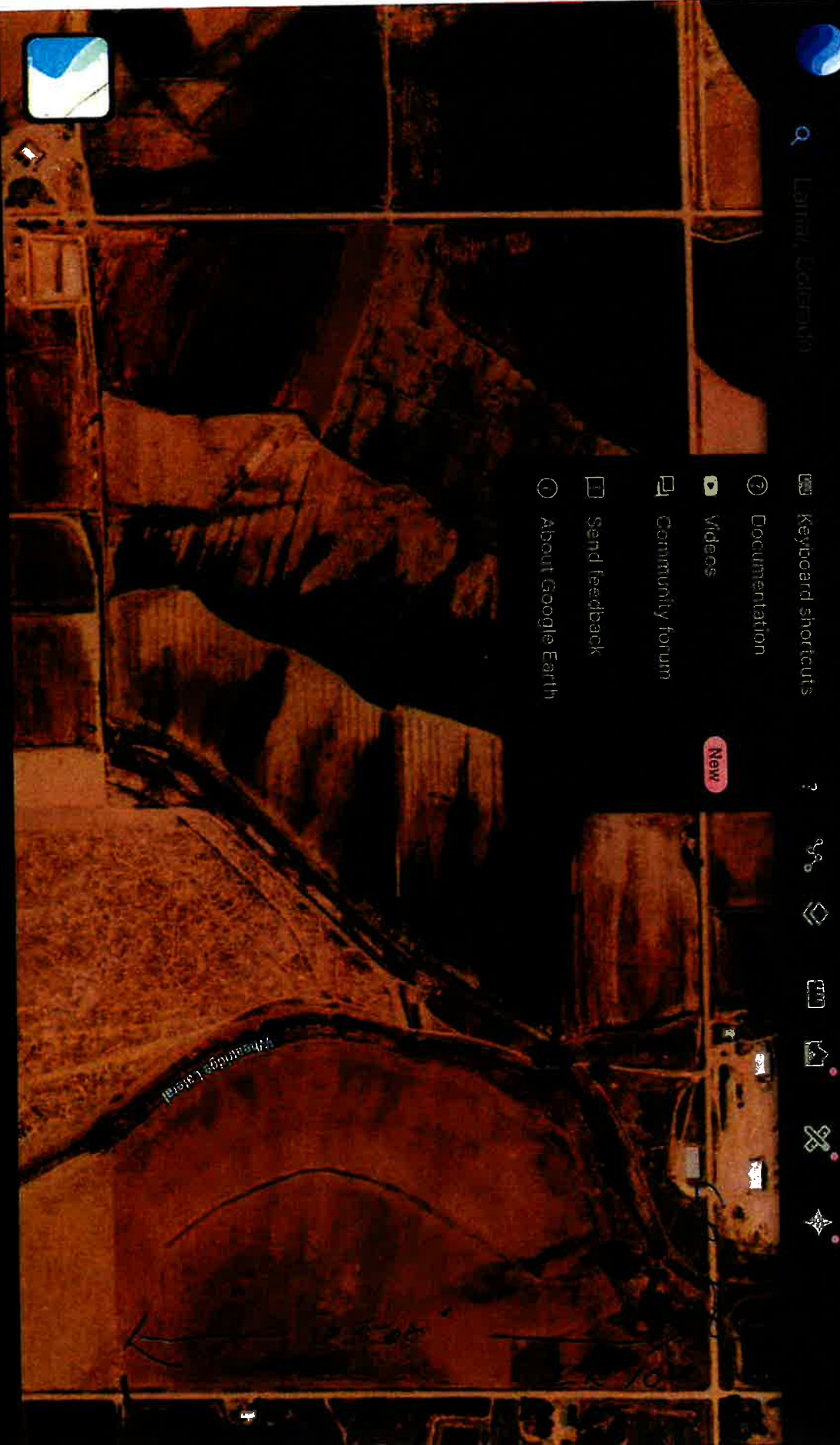
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