

# **REORGANIZATIONAL MEETING**

**January 12, 2021**

## **CHAIRMAN OF COUNTY COMMISSIONERS**

Donald Oswald

Motion was made by Mike Lening , seconded by Howard Robertson to (re)appoint Donald Oswald as Chairman of the Board of County Commissioners for the year of 2021. All commissioners voted affirmative.

## **CHAIRMAN OF ROAD AND BRIDGE DEPARTMENT AND DRUG TESTING CONTACT**

Donald Oswald

Motion was made by Howard Robertson , seconded by Mike Lening to (re)appoint Donald Oswald as Chairman of the Road and Bridge Department for the year 2021. All commissioners voted affirmative.

## **CHAIRMAN OF FINANCE**

Mike Lening

Motion was made by Donald Oswald , seconded by Howard Robertson to (re)appoint Mike Lening as Chairman of Finance for the year 2021. All commissioners voted affirmative.

## **CHAIRMAN OF SOCIAL SERVICES**

Howard Robertson

Motion was made by Donald Oswald , seconded by Mike Lening to (re)appoint Howard Robertson as Chairman of the Social Services Department for the year 2021. All commissioners voted affirmative.

## **CHAIRMAN OF HOUSING**

Mike Lening

Motion was made by Howard Robertson , seconded by Donald Oswald to appoint Mike Lening as Chairman of Housing for the year 2021. All commissioners voted affirmative.

## **COUNTY ADMINISTRATOR**

Tina Adamson

Motion was made by Donald Oswald seconded by Mike Lening to (re)appoint Tina Adamson as County Administrator for the year 2021. All Commissioners voted affirmative.

## **COUNTY PUBLICATIONS AND LEGAL PRINTING**

Kiowa County Press

Motion was made by Howard Robertson , seconded by Mike Lening to use the Kiowa County Press for all county publications and legal printing for the year 2021. All commissioners voted affirmative.

## **OFFICIAL PUBLIC POSTING OF MEETINGS TO BE HELD WITH THE KIOWA COUNTY COMMISSIONERS**

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Motion was made by Donald Oswald , seconded by Mike Lening to post public notices of all meetings with the Kiowa County Commissioners on the commissioner's office door, in the Kiowa County Courthouse, and on the website when timely. All meetings will be posted on the front door of courthouse 24 hours in advance. Exception will be made for all special meetings. All commissioners voted affirmative.

## **TEMPORARY OFFICE FSA**

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Motion was made by Howard Robertson , seconded by Mike Lening to give the Kiowa County FSA office permission to set up a temporary office in the courthouse in the event of a disaster. All commissioners voted affirmative.

## **DEPOSITORY FOR KIOWA COUNTY**

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Motion was made by Donald Oswald , seconded by Howard Robertson to use the following banks for the depository for Kiowa County for the year 2021. All commissioners voted affirmative.

GIRARD NATIONAL BANK  
LEGACY BANK - WILEY  
COMMUNITY STATE BANK - LAMAR  
EASTERN COLORADO BANK - CHEYENNE WELLS  
TBK BANK - LAMAR  
ALL LOCAL BANKS AT THE DISCRETION OF THE TREASURER

**ROAD AND BRIDGE  
2021 RATES**

Motion was made by Mike Lening, seconded by Howard Robertson to change the current rates for 2021 for Road and Bridge Services rendered. All commissioners voted affirmative.

1. LOADER	202.00 per hour (includes operator)
2. MAINTAINER	202.00 per hour (includes operator)
3. BACKHOE	149.00 per hour (includes operator)
4. DOZER	202.00 per hour (includes operator)
5. SEMI, TANDEM, & LOWBOY	4.60 per loaded mile
6. GRAVEL	80.00 a Tandem load (12 yd @ \$6.60) 132.00 a Semi load (20 yd @ \$6.60)
7. CHIP SPREADER	Includes 5 men on Chip spreader, 5 men with truck, 1 man on loader, \$3675.00 per 10 hour day. Prior approval required by BOCC for less than a 10 hour day
8. CATTLEGUARDS (24'X 8')	\$2,200.00 per new regulation 24' Cattle Guard (includes concrete stringers) \$1,100.00 to replace a regulation 24' existing Cattle Guard (includes concrete stringers) \$220.00 per 24' concrete stringer
10. DIGGING GRAVES	\$194.00 per grave
11. TRACTOR MOWER	\$132.00 per hour (includes operator)
12. CEMENT BLANKET	\$4.40 per day
13. TANDEM TRUCK (Construction site use)	\$298.00 per day + mileage & operator for drop off/dump run & pick up.

Some prices are for granting purposes only, not for private use.

Motion was made by Donald Oswald , seconded by Mike Lening to adopt the following Hospital Agreement to wit: All commissioners voted affirmative.

### **HOSPITAL SERVICE AGREEMENT**

Amended - 1995 -combined Hospital Resolution and Hospital Service Agreement.

**WHEREAS**, the County of Kiowa, situate within the State of Colorado, owns and operates the Weisbrod Memorial County Hospital (County Hospital) which is located on:

Lots Ten (10), Eleven (11), and Twelve (12) in Block Twenty-six (26) in the Town of Eads, except for that portion of said Lots described below and owned by the District, and

**WHEREAS**, the Kiowa County Hospital District (the District), whose boundaries are identical with and to the boundaries of the County, was duly organized on the 6th day of June, 1963, and its officers from time to time have been duly chosen and qualified; and

**WHEREAS**, the District owns and operates hospital and hospital related facilities (District Hospital) located immediately north of the County Hospital on premises more particularly described as follows, to-wit:

The South twelve feet and eight inches (12' 8") of Lot Nine (9), Block Twenty-six (26), and the North twenty-six feet and eight inches (26' 8") of Lot Ten (10), Block Twenty-six (26), and the South twenty-three feet and four inches (23' 4") of the West fifty-one feet seven inches (51' 7") of Lot Ten (10); and the South twenty-three feet four inches (23' 4") of the East fifty-two feet one inch (52' 1") of said Lot Ten (10) except the South five feet (5') of the East fifty-two feet one inch (52' 1") of Lot Ten (10), Block Twenty-six (26); and the North one foot eight inches (1' 8") of the West fifty-one feet seven inches (51' 7") of Lot Eleven (11), Block Twenty-six (26) in the original Town of Eads, except that portion of said premises, if any occupied by the present Hospital building, in the Town of Eads; and lot nine (9), except South 12 feet 8 inches, Block Twenty-six (26), in the Town of Eads; and

**WHEREAS**, both Hospitals are owned, operated, and maintained for the use and benefit of the residents and citizens of the County and District; and

**WHEREAS**, the Board of County Commissioners of Kiowa County by its resolution of October 25, 1963, and the Board of Directors of the Kiowa County Hospital District by its resolution of October 25, 1963, have determined and declared the hospital services rendered by the District Hospital supplement the hospital services rendered by the County Hospital; and

**WHEREAS**, since the medical staff of the two Hospitals are identical, and since the Hospitals are so conveniently located next to each other, both the County Hospital Board and the District Hospital Board have determined that the most efficient and economical operation of both Hospitals may be accomplished by assigning the operation, supervision, care, and management of the County Hospital, as well as the District Hospital, to the District Hospital Board; and

**WHEREAS**, Colorado Revised Statutes 29-1-201, [et. seq.], as amended, provides that local governmental entities may enter into contracts which would make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governmental entities,

authorizes both the County Hospital Board and the District Hospital Board to enter into this agreement for services and operating and managing the County Hospital and for hospital services; and

**WHEREAS**, the Board of County Commissioners of Kiowa County, acting for the Kiowa County Hospital, and the Kiowa County Hospital District did, by document dated the 1st day of June, 1965, enter into a certain Hospital Service Agreement; and

**WHEREAS**, said agreement has been renewed from year to year by the County and the District since 1965, and

**WHEREAS**, the Board of County Commissioners of Kiowa County and the Board of Directors of the Kiowa County Hospital District being desirous of entering into a new intergovernmental agreement for the year of 2020, do hereby enter into this agreement for services and for the operating and managing of the County Hospital,

**NOW, THEREFORE**, all parties hereto agree as follows, to-wit:

That for and in consideration of the premises, of the mutual covenants and agreements herein set forth, and of the undertaking of each party to the other, and in order to secure the payment of the operation and maintenance expenses of the District, the parties hereto, each signing itself, its respective representatives, successors, and assigns, do mutually covenant, undertake, promise, and agree as follows:

### **SECTION ONE**

The purpose of this agreement is to provide for the health and welfare of the citizens and inhabitants of the County and District by providing said citizens and inhabitants with adequate and efficient hospital and medical services which will be accomplished by the District's operation, supervision, care and management of the County Hospital. At all times, however, District shall listen to and be receptive of the voice of the County Hospital Board.

### **SECTION TWO**

The Weisbrod Memorial County Hospital will be represented and present at the regularly scheduled monthly meetings of the District Hospital Board by members of the County Hospital Board, and the secretary of the County Hospital Board will be notified of each meeting date and will be furnished a copy of the minutes of each meeting.

It is specifically agreed that three (3) members of the County Hospital Board shall have one (1) vote each at the Hospital Board meetings. Further, the County Hospital Board shall have the sole right and duty to decide which three members of its Board shall vote.

### **SECTION THREE**

It shall be the duty of the District to provide the citizens and inhabitants of the County with adequate and efficient hospital and medical services by receiving, caring for, and maintaining the sick, injured, or maimed, and extended stay patients.

### **SECTION FOUR**

The District shall use reasonable efforts and care to staff the County Hospital and District Hospital operations with competent medical and other personnel and employees. All such medical and other personnel and employees shall retain the rights, privileges and immunities of, and shall be deemed to engage in the service and employment of the District (not the County).

#### **SECTION FIVE**

The District shall impose adequate and reasonable rates, fees, rents and charges against all patients for the use of facilities provided by the County Hospital, taking in account the cost of operating and maintaining the County Hospital.

#### **SECTION SIX**

The District shall at all times operate, supervise, care for and manage the County Hospital properly and in a sound and economical manner.

#### **SECTION SEVEN**

The District shall establish and enforce reasonable rules and regulations governing the operation, use and services of the County Hospital. All compensation, salaries, fees, and wages paid by it in connection with operations of the County Hospital shall be reasonable and comparable to payments by other corporations, municipalities, or public bodies for similar services. The District shall observe and comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative or judicial body applicable to the County Hospital or to the District Hospital.

#### **SECTION EIGHT**

The District shall pay all taxes and assessments or any other municipal or governmental charges, if any, lawfully levied or assessed upon it in respect of the County Hospital or upon any part thereof or upon any revenue there from, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to any part of the County Hospital and shall not create or suffer to be created any lien or charge upon the County Hospital or any part thereof or upon revenues there from. The District shall pay or shall cause to be discharged or will make adequate provision to satisfy and to discharge, within sixty (60) days after the same shall become payable, all lawful claims and demands for labor, materials, supplies, or any other objects created or incurred by it, which if unpaid might by law become a lien upon the County Hospital or any part thereof or the revenue there from; provided, however, that nothing contained in this Section Eight (8) shall require the District to pay or cause to be discharged or to make provision from any such lien or charge so long as the validity thereof shall be contested in good faith and by the appropriate legal proceedings.

#### **SECTION NINE**

The District shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within the limits and at such cost as are deemed reasonable by the District against loss or damage to the County Hospital, and against loss of revenues to the extent at least reasonably necessary to protect the interests of the District and the County (including but not necessarily limited to, fire and extended insurance). If any useful part of the County Hospital or District Hospital shall be damaged or destroyed, the District shall as expeditiously as may be possible commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to

use. The proceeds of any insurance pertaining thereto shall be payable to the District and shall be applied as to the necessary costs involved in such repair and replacement, and, to the extent not so applied, shall be retained by the District. No provision of this paragraph shall be construed as imposing an obligation on the District to spend more on such repairs or replacements than the insurance proceeds.

The District shall at all times maintain with responsible insurers all such insurance as is reasonably required and obtainable within limits and at costs deemed reasonable by the District as is customarily maintained with respect to hospitals of like character, against public and other liability as is required to indemnify and to hold harmless the District and County against all liabilities, judgments, costs, damages, expenses, and attorneys' fees for loss, damage, or injury to persons or property resulting from the operation of the County Hospital caused by the negligence or willful acts of the District, District officers, employees, or any other agents. Any liability incurred by the District as a result of the operation of the County Hospital shall be its sole liability, and any liability incurred by the District as a result of the operation of its District Hospital shall be its sole liability, subject to any agreement to the contrary now existing or hereinafter made.

### **SECTION TEN**

Kiowa County shall pay and transfer to the District monies annually levied and collected from the Weisbrod Memorial County Hospital fund by the County. From such monies raised by the County through levy, the County shall remit throughout the year such sums as are necessary to sustain the operation and maintenance of the Hospital, but in no event shall County be responsible for remitting sums to Hospital in excess of those monies generated by the County through levy. A complete written financial statement showing all relevant financial data including all information required by Section Twelve (12) below shall be submitted MONTHLY. Copies of said financial statement shall be submitted to the County Board as well as to the Kiowa County Commissioners.

### **SECTION ELEVEN**

In addition to the remittance provided for in Section Ten (10), the District shall retain as its own funds, all rates, fees, charges, rents and other income received by it from or on behalf of all patients of the County Hospital during the term of this agreement.

### **SECTION TWELVE**

The District shall conduct a yearly audit and a copy of such audit report shall be promptly submitted to each member of the County Board as well as to the Kiowa County Commissioners after it is received from the auditor. District shall keep proper books of record on a timely basis according to the generally accepted accounting procedure.

### **SECTION THIRTEEN**

If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining provisions of this agreement.

### **SECTION FOURTEEN**

This agreement shall be in full force and effect and shall be binding upon the parties hereto from

the first day of January, 2021 until midnight, December 31, 2021.

**IN WITNESS WHEREOF**, and pursuant to resolutions of the Board of County Commissioners of Kiowa County, Colorado and of the Kiowa County Hospital District, regularly adopted, the parties by their proper officers duly authorized, have hereunto affixed the names and seals of the parties on the date first above written.

Dated this 12<sup>th</sup> day of January, 2021

**KIOWA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board

**KIOWA COUNTY HOSPITAL DISTRICT**

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_

**WEISBROD MEMORIAL COUNTY HOSPITAL**

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Motion was made by Donald Oswald, seconded by Howard Robertson to adopt the Resolution for Licensing of the Ambulance Service from January 13, 2021 to January 13, 2022, to wit: All commissioners voted affirmative.



## **RESOLUTION FOR LICENSING AND INSPECTION FOR AMBULANCE SERVICE**

On the 12th of January, 2021 the following was adopted.

BE IT HEREBY RESOLVED, the 31st day of January, 1995, the Resolution for Licensing and Inspection of Ambulance Service was amended by the Board of County Commissioners of Kiowa County Colorado, the following:

That the prior Resolution entitled "AMBULANCE-PERMANENT LICENSING RESOLUTION", dated January, 1978 was hereby repealed.

That pursuant to the provisions of 1973 C.R.S. 25-3.5-301, as amended, no entity may provide ambulance service publicly or privately in this state after January 1, 1978 unless that person holds a valid license to do so issued by the Board of County Commissioners of the County in which the ambulance service is based.

That the Board of County Commissioners of Kiowa County has established an ambulance service licensing authority effective March 31, 1986, with the following provision:

Any entity who is desirous of providing ambulance service either public or private in the State of Colorado and whose service will be based in the County of Kiowa and who is desirous of continuing to provide such service after the effective date of this resolution shall make immediate application to the Kiowa County Board of County Commissioners.

County Health Officer shall prepare, under the Board's supervision, a short application form, which shall be furnished by the County Clerk, upon request, to any person seeking to be licensed under this Resolution.

The application shall provide the following information to aid the Board in its licensing determination:

- (a) Name, address and telephone number of entity desiring to be licensed.
- (b) Description of each ambulance, including make, model, year of manufacture, Colorado State license number, motor vehicle chassis number, and length of time vehicle has been in service.
- (c) Location and description of place or places from which ambulances service will operate.
- (d) A statement indicating that each ambulance contains equipment which meets or is equivalent to the minimum equipment list established by the State Advisory Council on Emergency Medical Services, and approved by the State Board of Health.
- (e) A statement indicating that each ambulance driver has a valid Colorado Driver's license along with a Defensive Driving/Emergency Vehicle Drivers Course and a County Emergency Medical Vehicle Driver's permit.
- (f) A statement indicating that each ambulance attendant, other than the ambulance driver, has an Emergency Medical Technician Certificate or a Registered Nursing Degree issued by the Department of Health, or is a member of the "Quick Response Team" or as otherwise provided

by State Statute.

(g) A statement indicating that each ambulance is covered by the provisions of the Colorado Auto Accident Preparations Act.

(h) A statement listing the name, address, and curriculum vitae of the Physician Advisor to the ambulance service.

(i) A certificate issued from the Weisbrod Memorial County Hospital and Nursing Home, Eads, Colorado, indicating their approval of the applicant's qualifications. Approval shall be granted or denied based on a set criteria established by said hospital.

Ambulances will be inspected as set forth in the EMS Resolution, and any other time deemed necessary by the ambulance coordinator or by the Kiowa County Road and Bridge Mechanic. Any necessary repairs will be made at that time.

Whereby the ambulances are owned and operated by Kiowa County, the County will maintain the required insurance coverage on the ambulances.

Each entity desiring to be licensed under this Resolution shall have a Physician Advisor who established protocols for medical acts performed by E.M.T. or paramedics of a pre hospital emergency medical servicing agency and who is responsible to assure competency of the performance of those acts by E.M.T. and paramedics in accordance with the "Acts Allowed" by the Colorado State Board of Medical Examiners.

The Board, upon finding that the information and statements requested in the application form have been completely supplied and upon determining that such information and statements are sufficient indication of the applicant's compliance with the ambulance service license, together with the appropriate number of ambulance permits to such applicant a license shall be issued and valid for twelve months following the date of issuance.

Any license, unless revoked by the Board of County Commissioners may be renewed by filing an application identical to the original application for such license. Applications for renewal shall be filed annually, but not less than thirty days before the date the license expires.

No license or permit issued pursuant to this section shall be sold, assigned, or otherwise transferred.

Upon a determination by the Board of County Commissioners that any licensed entity has violated or failed to comply with any provisions of this Resolution, the Board may temporarily suspend for a period not to exceed thirty days, any license or permit issued. The licensed entity shall receive written notice of such temporary suspension, and a hearing shall be held no later than ten days after such temporary suspension. After such hearing, the Board may suspend any license for a portion of or for the remainder of its life. At the end of such period, the licensed entity whose license or permit was suspended, may apply for a new license or permit as in the case of the original application.

Upon second violation or failure to comply with any provision of this Resolution by any licensed entity, the Board of County Commissioners may permanently revoke such license.

Dated this 12<sup>th</sup> day of January, 2021

**KIOWA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board

Motion was made by Mike Lening, seconded by Howard Robertson to adopt the following Intergovernmental Agreement for Ambulance/EMT Services for the year 2021, to wit: All commissioners

voted affirmative.

## **INTERGOVERNMENTAL AGREEMENT FOR AMBULANCE/EMT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT, entered into this 12<sup>th</sup> day of January, 2021 effective, April 1, 2021, by the BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY whose address is P.O. Box 100, Eads, Colorado 81036, hereinafter called and referred to as "County", and the BOARD OF TRUSTEES OF THE WEISBROD MEMORIAL COUNTY HOSPITAL whose address is 1208 Luther, Eads, Colorado 81036, hereinafter called and referred to as "Hospital",

### **W I T N E S S E T H:**

WHEREAS, County and Hospital have entered into agreements for the past several years where the Hospital was to operate the ambulance/EMT operations owned by the County including County owned ambulances and related medical equipment contained therein, and

WHEREAS, County and Hospital are each desirous for County to resume the operation of the ambulance/EMT operations and services as a department within the County and for said transfer of operation to be fully performed and effective as of April 1, 2021, and

WHEREAS, both parties are willing to enter into an Intergovernmental Agreement to define their respective rights, duties and obligations of both parties, one to the other, as the same concerns the transfer of operation of the ambulance/EMT service back to County, and

WHEREAS, pursuant to C.R.S. 29-1-201, *et. seq.*, it specifically allows any government including but not limited to counties and county hospitals to enter into intergovernmental agreements to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units,

NOW, THEREFORE, that for and in consideration of the following acts, covenants, conditions, doings and things both parties agree to as follows, to-wit:

1. Hospital will convey title to all ambulances back to County including but not limited to four (4) of County's ambulances and including all equipment, supplies, and sundry items associated and used to operate an ambulance service.
2. As part of the consideration extended by Hospital to County, Hospital agrees to allow County to use the existing building that houses the ambulance/EMT services on a month to month basis until December 31, 2021. County will pay a rental monthly payment to Hospital in the amount of \$500.00 per month. Said payment will be all inclusive and will include the necessary utilities to the building. After December 31, 2021 either County or Hospital may terminate the lease by giving the other party 30 days advance notice in writing of the interest to terminate the lease and to vacate the premises. In the event County finds or builds suitable housing for the ambulance/EMT services, County may terminate the lease by giving hospital 30 days advance written notice at any time, Hospital agrees that it will not terminate the lease under the terms of this agreement until after December 31, 2021.
4. The County shall provide motor vehicle insurance on said ambulances effective April 1, 2020.
5. The Annual Budget County was contributing to Hospital for the operation of the ambulance/EMT service within Kiowa County of One Hundred Ninety thousand four hundred twenty two dollars (\$190,422) shall be prorated with Hospital receiving forty seven thousand six hundred six dollars (\$47,606) for the months of January, February and March and County retaining one hundred forty two thousand eight hundred sixteen dollars (\$142,816) for the months of April to December of 2021. County shall remit the above funds as they become available and requested by the Hospital from January to

March to sustain the operation and maintenance of the ambulance/EMT service but in no event shall County be responsible for remitting additional sums to Hospital in excess of those monies actually generated by the County through levy, grant, fund balance or otherwise.

6. At such time that the County assumes full operation of the Ambulance/EMS service all drivers and EMTs shall become employees of the County. County will also be responsible for paying the fees of the Physician Advisor to properly and adequately operate said ambulance/EMT service within the County of Kiowa, State of Colorado and shall bear all expenses involved in training and maintaining said personnel.

7. County further agrees to comply with all federal, state and local laws, statutes, rules, and resolutions involved in operations of an ambulance/EMT service.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the day and year first above written.

**KIOWA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board

**WEISBROD MEMORIAL COUNTY HOSPITAL BOARD**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**DRUG FREE WORKPLACE**

Motion was made by Howard Robertson , seconded by Mike Lening to adopt the Drug Free Workplace policy for the year 2021. All commissioners voted affirmative.

Pursuant to House Bill 5210 of the General Assembly of Colorado:

1. It is illegal to manufacture, distribute, dispense, possess or use any controlled substance in your work place.
2. Kiowa County has installed a drug free awareness program which provides information on the availability of drug counseling and rehabilitation - for further information, please contact: Tina Adamson, 438-5810, PO Box 100, Eads, CO 81036
3. Kiowa County is required to notify our granting agency within ten days after we receive notice of any conviction under any criminal anti-drug statute.

First Adopted December 29, 1988

### **HOLIDAYS FOR 2021**

Motion was made by Donald Oswald, seconded by Mike Lening to adopt the following holidays for 2021: All commissioners voted affirmative.

President's Day	2/15/21
Good Friday (R&B)	4/1/21
Good Friday	4/2/21
Memorial Day	5/31/21
Independence Day	7/05/21
Labor Day	9/06/21
*Fair (not a holiday)	9 <sup>th</sup> & 10 <sup>th</sup> of September (closed 1/2 day Thurs-all day Friday)
Columbus Day	10/11/21
Veteran's Day	11/11/21
Thanksgiving	11/25/21 - 11/26/21
Christmas	12/23/21 - 12/24/21 (employee may trade the 23 <sup>rd</sup> for the 27 <sup>th</sup> )
New Year's	01/01/22

\*All county employees who do not have other fair assignments including DSS will please help with the BBQ and work a shift at the carnival rides.

- \*Courthouse, DSS & PH will close at noon on the 9<sup>th</sup>
- \*Courthouse, DSS & PH will close all day on the 10<sup>th</sup>

Note: Summer Hours start March 14, 2021 and ends Sept 5, 2021

### **COUNTY SURVEYOR**

#### NO APPOINTMENT

Motion was made by Donald Oswald, seconded by Howard Robertson to have a Vacancy as

county surveyor for the year 2021. All commissioners voted affirmative.

**VETERANS ADMINISTRATOR**

Pat Roper

Motion was made by Mike Lening, seconded by Donald Oswald to (re)appoint Pat Roper as Veterans Administrator for the year 2021. Oswald and Lening voted affirmative, Howard Robertson abstained.

**EMERGENCY PREPAREDNESS COORDINATOR**

Shellie Engelhardt

Motion was made by Donald Oswald, seconded by Mike Lening to (re)appoint Shellie Engelhardt as Emergency Preparedness Coordinator for the year 2021. All commissioners voted affirmative.

**COUNTY ATTORNEY**

Don Steerman

Motion was made by Howard Robertson, seconded by Donald Oswald to (re)appoint Don Steerman as County Attorney for the year 2021 at an hourly fee of \$125.00 per hour including attendance of one conference and expenses every other year. All commissioners voted affirmative.

**COUNTY AUDITOR**

Ronny Farmer

Motion was made by Mike Lening, seconded by Howard Robertson to (re)appoint Ronny Farmer as County Auditor for the year 2021. All commissioners voted affirmative.

**LIST OF ARBITRATORS**

NO APPOINTMENTS

Motion was made by Donald Oswald, seconded by Mike Lening to make no appointment for arbitrator for the year 2021. All commissioners voted affirmative.

VACANCY

2021

**KIOWA COUNTY PUBLIC LIBRARY DISTRICT BOARD**

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Motion was made by Donald Oswald, seconded by Mike Lening to (re)appoint Cathryn Anderson

\_\_\_\_\_ to the Library District Board with a term to expire January 13, 2024. All Commissioners voted affirmative.

BARBARA MCCOIN	JANUARY 13, 2022
KELLY COURKAMP	JANUARY 13, 2022
AUDREY JOHNSON	JANUARY 13, 2023
VERNA EBRIGHT	JANUARY 13, 2023
CATHRYN ANDERSON	JANUARY 13, 2021

### **KIOWA COUNTY PLANNING & ZONING COMMISSION**

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Motion was made by Mike Lening, seconded by Donald Oswald to (re)appoint Pam Cole to a District 2 position and Michelle Wyckoff to a District 3 position to be filled with terms expiring on January 13, 2024. Lening and Oswald voted affirmative, Robertson abstained.

JIMMY BROWN (D2)	JANUARY 13, 2022
GAROLD DEINES (D1)	JANUARY 13, 2022
RANDY CARNEY (D1)	JANUARY 13, 2023
KENT JOHNSTON (D3)	JANUARY 13, 2023
ROGER SAFFER (@Lg)	JANUARY 13, 2023
PAM COLE (D2)	JANUARY 13, 2024
MICHELLE WYCKOFF (D3)	JANUARY 13, 2024

### **WEST KIOWA COUNTY RECREATION BOARD**

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Motion was made by Donald Oswald, seconded by Howard Robertson to (re)appoint have a vacancy to the West Kiowa County Recreation Board, with term to expire on January 13, 2026. All Commissioners voted affirmative.

KIM BRIGGS	JANUARY 13, 2022
AUDREY JOHNSON	JANUARY 13, 2023
CAROLE SPADY	JANUARY 13, 2024
POLLY GYURMAN	JANUARY 13, 2025
VACANT	JANUARY 13, 2026

### **CENTRAL KIOWA COUNTY RECREATION BOARD**

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Motion was made by Howard Robertson, seconded by Mike Lening to (re)appoint have a



vacancy to the Central Kiowa County Recreation Board with a term expiring on January 13, 2026. All Commissioners voted affirmative.

DAWNA WEIRICH	JANUARY 13, 2022
HOLLY MITCHEK	JANUARY 13, 2023
MONICA UHLAND	JANUARY 13, 2024
WILLIAM A. KOEHLER	JANUARY 13, 2025
VACANCY	JANUARY 13, 2026

### **SHERIDAN LAKE AND BRANDON RECREATION BOARD**

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Motion was made by Mike Lening, seconded by Donald Oswald to (re)appoint Zelpha Deines to the Sheridan Lake and Brandon Recreation Board with a term expiring on January 13, 2026. All commissioners voted affirmative.

CRAIG WILLIAMS	JANUARY 13, 2022
MARVIN KOELLER	JANUARY 13, 2023
TIA MCVICKERS	JANUARY 13, 2024
WESLEY ARNS	JANUARY 13, 2025
ZELPHA DEINES	JANUARY 13, 2026

### **TOWNER RECREATION BOARD**

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Motion was made by Mike Lening, seconded by Howard Robertson to (re)appoint Sharon Scott to the Towner Recreation Board with a term expiring on January 13, 2026. All commissioners voted affirmative.

LARRY TUTTLE	JANUARY 13, 2022
VACANCY	JANUARY 13, 2023
TREVOR CARNEY	JANUARY 13, 2024
SUSAN GREENFIELD	JANUARY 13, 2025
SHARON SCOTT	JANUARY 13, 2026

### **WEST KIOWA COUNTY CEMETERY BOARD**

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No (re)appointments until 2022

CATHRYN ANDERSON	JANAURY 13, 2022
CAROLE SPADY	JANUARY 13, 2024
DIANA DAVIS	JANUARY 13, 2026

### **PIONEER CEMETERY BOARD**

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No (re)appointments until 2022

MARCI MILLER	JANUARY 13, 2022
JIMMY BROWN	JANUARY 13, 2024
KIM RICHARDS	JANUARY 13, 2026

### **SHERIDAN LAKE AND BRANDON CEMETERY BOARD**

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No (re)appointments until 2022

MERLE SHALBERG	JANUARY 13, 2022
ZELPHA DEINES	JANUARY 13, 2024
C. H. WILLIAMS	JANUARY 13, 2026

### **TOWNER CEMETERY BOARD**

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No (re)appointments until 2022

SHARON SCOTT	JANUARY 13, 2022
DORCAS BERGGREN	JANUARY 13, 2024
CHERI HOPKINS	JANUARY 13, 2026

### **WEISBROD COUNTY HOSPITAL BOARD**

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Motion was made by Donald Oswald , seconded by Mike Lening to (re)appoint Claire Prince and have a vacancy to the Weisbrod County Hospital Board with terms to expire January 13, 2024. All commissioners voted affirmative.

DALE BACK	JANUARY 13, 2022
KEVIN DAVIS	JANUARY 13, 2022
KEN FLORY	JANUARY 13, 2023
CLAIRE PRINCE	JANUARY 13, 2024
VACANCY	JANUARY 13, 2024

### **KIOWA COUNTY FAIR BOARD**

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Motion was made by Howard Robertson, seconded by Mike Lening to (re)appoint Tyler Hainer, Cindy Pitman and Tabatha Ferris with terms to expire January 13, 2024. All commissioners voted affirmative.

ARETA BLOODING-LAIRD	JANUARY 13, 2022
TALLI LANE	JANUARY 13, 2022
*DAVID WALKER	JANUARY 13, 2022
MATT PRINCE	JANUARY 13, 2023
VACANCY	JANUARY 13, 2023
CODY FOX	JANUARY 13, 2023
TYLER HAINER	JANUARY 13, 2024
TABATHA FERRIS	JANUARY 13, 2024
CINDY PITMAN	JANUARY 13, 2024

### **KIOWA COUNTY WEED BOARD**

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Motion was made by Donald Oswald, seconded by Howard Robertson to (re)appoint Tearle Lesseden and Rick Spady with terms to expire January 13, 2023. All commissioners voted affirmative.

JEFF UHLAND	JANUARY 13, 2022
KIOWA CO EXT AGENT	JANUARY 13, 2023
RICK SPADY	JANUARY 13, 2023

### **KIOWA COUNTY BOARD OF HEALTH**

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Motion was made by Donald Oswald, seconded by Howard Robertson to appoint and (re)appoint Mike Lening, Donald Oswald, Howard Robertson, the Chairman of Zoning & Planning, the DHS

Director, and the Emergency Management Coordinator as members and the Public Health Director as Chairman to the Board of Health with terms to expire January 13, 2022. All Commissioners voted affirmative.

MIKE LENING	JANUARY 13, 2022
DONALD OSWALD	JANUARY 13, 2022
HOWARD ROBERTSON	JANUARY 13, 2022
Z&P CHAIRMAN	JANUARY 13, 2022
PUBLIC HEALTH AGENCY DIRECTOR	JANUARY 13, 2022
DHS DIRECTOR	JANUARY 13, 2022
EMERGENCY MGMT COORDINATOR	JANUARY 13, 2022

### **ENTERPRISE ZONE COMMITTEE**

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Motion was made by Mike Lening , seconded by Donald Oswald to (re)appoint Mike Lening, Howard Robertson and Donald Oswald as the Enterprise Zone Board of Directors representatives to Southeast Colorado Enterprise Development from this area, and to (re)appoint Donald Oswald as well as Michelle Nelson as directors to the Southeast Council of Governments. All appointments with terms to expire January 13, 2022. All commissioners voted affirmative.

MIKE LENING	JANUARY 13, 2022 - SECED-Director
HOWARD ROBERTSON	JANUARY 13, 2022 –SECED-Executive Board
DONALD OSWALD	JANUARY 13, 2022 – SECED - Director
MICHELLE NELSON	JANUARY 13, 2022 - SECOG Director
DONALD OSWALD	JANUARY 13, 2022 - SECOG Director

### **SECD**

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Motion was made by Howard Robertson , seconded by Mike Lening to appoint Mike Lening and Donald Oswald to the Southern Colorado Economic Development District Board with terms to expire January 13, 2022. All commissioners voted affirmative.

DONALD OSWALD	JANUARY 13, 2022
MIKE LENING	JANUARY 13, 2022

### **SAGE & SEBREA BOARDS**

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Motion was made by Howard Robertson , seconded by Mike Lening to (re)appoint Donald Oswald to the SAGE and SEBREA Boards with a term to expire January 13, 2022. All commissioners voted affirmative.

DONALD OSWALD	JANUARY 13, 2022
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### **KCEDF BOARD**

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Motion was made by Mike Lening , seconded by Howard Robertson to (re)appoint Howard Robertson (alternate) and Donald Oswald (director) to the Kiowa County Economic Development Foundation Board with terms to expire January 13, 2022. All commissioners voted affirmative.

Howard Robertson (Alternate) JANUARY 13, 2022  
Donald Oswald (Director) JANUARY 13, 2022

### **SOUTHEAST REGION WORKFORCE BOARD**

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Motion was made by Howard Robertson , seconded by Mike Lening to have a Vacancy with a term expiring on January 13, 2022 for the Southeast Region Workforce Board. All commissioners voted affirmative.

VACANCY JANUARY 13, 2022

### **SECRETAC BOARD**

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Motion was made by Mike Lening , seconded by Donald Oswald to (re)appoint Eunice Weber, Renay Crain, Shellie Engelhardt to the Southeastern Colorado Regional Emergency & Trauma Advisory Council Board and Donald Oswald as the Commissioner oversight of finances with terms to expire January 13, 2022. All commissioners voted affirmative.

EUNICE WEBER (EMS Director) JANUARY 13, 2022  
RENAY CRAIN ( KCHD) JANUARY 13, 2022  
SHELLIE ENGELHARDT (EM) JANUARY 13, 2022  
DONALD OSWALD (Commissioner) JANUARY 13, 2022

### **SOUTHEAST COLORADO MENTAL HEALTH BOARD**

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Motion was made by Howard Robertson , seconded by Mike Lening to (re)appoint Dennis Pearson to the Southeast Colorado Mental Health with terms to expire January 13, 2022. All commissioners voted affirmative.

DENNIS PEARSON JANUARY 13, 2022

### **HISTORICAL PRESERVATION ADVISORY COMMISSION**

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Motion was made by Mike Lening , seconded by Donald Oswald to (re)appoint Cindy McLoud and Dan Richards to the Historical Preservation Advisory Commission with terms to expire January 13, 2024.

All commissioners voted affirmative.

JANET FREDERICK	JANUARY 13, 2021
JEFF CAMPBELL	JANUARY 13, 2022
KELLY COURKAMP	JANUARY 13, 2022
CAROL SPADY	JANUARY 13, 2023
BETSY BARNETT	JANUARY 13, 2023
CINDY M-CLOUD	JANUARY 13, 2024
DAN RICHARDS	JANUARY 13, 2024

### **TV TRANSLATOR/TOWER MAINTENANCE INDEPENDENT CONTRACTOR**

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Motion was made by Howard Robertson , seconded by Mike Lening to (re)appoint Ryan Sneller as the TV Translator/Tower Maintenance Independent Contractor with term to expire January 13, 2022. All commissioners voted affirmative.

RYAN SNELLER      JANUARY 13, 2022

### **NURSING SERVICE MEDICAL ADVISOR**

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Motion was made by Mike Lening , seconded by Howard Robertson to appoint Eads Medical Clinic as the Medical Advisor to the Kiowa County Nursing Service with term to expire January 13, 2022. All commissioners voted affirmative.

EADS MEDICAL CLINIC      JANUARY 13, 2022

### **RESADA BOARD**

Motion was made by Howard Robertson , seconded by Mike Lening to (re)appoint Dennis Pearson and Donald Oswald to the RESADA Board with terms to expire January 13, 2022. All commissioners voted affirmative.

DENNIS PEARSON      JANUARY 13, 2022  
DONALD OSWALD      JANUARY 13, 2022

### **LAVAA BOARD**

Motion was made by Mike Lening , seconded by Donald Oswald to (re)appoint Barbara Wilson to the LAVAA board leaving five vacant positions for terms expiring January 13, 2022. All commissioners voted affirmative.

Members:		Alternates:	
VACANCY	January 13, 2022	VACANCY	January 13, 2022
VACANCY	January 13, 2022	VACANCY	January 13, 2022
Barbara Wilson	January 13, 2022	VACANCY	January 13, 2022

**TRANSIT & CSBG ADVISORY BOARD**

Motion was made by Mike Lening , seconded by Howard Robertson to (re)appoint Sharon Scott and Donald Oswald as Transit & CSBG Advisory Board Members with terms to expire January 13, 2024. All commissioners voted affirmative.

PAT ROPER	JANUARY 13, 2022
WANDA LESSENDEN	JANUARY 13, 2022
VACANCY	JANUARY 13, 2022
LOLA IGOU	JANUARY 13, 2023
TERRI SALISBURY	JANUARY 13, 2023
SHARON SCOTT	JANUARY 13, 2024
DONALD OSWALD	JANUARY 13, 2024

**ARKANSAS VALLEY BASIN ROUNDTABLE**

Motion was made by Howard Robertson , seconded by Donald Oswald to (re)appoint Mike Lening as Kiowa County’s Representative to the Arkansas Valley Basin Roundtable with a term to expire January 13, 2022. All commissioners voted affirmative.

MIKE LENING- REPRESENTATIVE	JANUARY 13, 2022
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**PORTS TO PLAINS**

Motion was made by Mike Lening , seconded by Donald Oswald to (re)appoint Howard Robertson \_\_\_\_\_ as Kiowa County’s Representative to the Ports to Plains with a term to expire January 13, 2022. All commissioners voted affirmative.

HOWARD ROBERTSON- REPRESENTATIVE	JANUARY 13, 2022
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