

**Phillips County Commissioner**  
**Meeting Minutes**  
**April 9, 2021**

**Call to order**

Chairman Hofmeister called to order the meeting of the Phillips County Commissioners and opened with the Pledge of Allegiance at 9:00 A.M. on April 09, 2021 at the County Courthouse in the Commissioner Meeting room.

**Attendees**

Chairman Terry Hofmeister, Commissioners Garold E. Roberts and Tom Timm, County Administrator Laura Schroetlin, and County Clerk Beth Zilla.

**Additional Attendees**

Jeff Plumb, Carrie Anderson, Bill Andrews, Trish McClain via phone.

**Additions or Corrections to the Agenda**

Schroetlin added the following items to the agenda

- 12) Power Outage
- 13) Resolution No. 2020-03-20-04 Local Disaster Emergency
- 14) Health Department Mask Mandates
- 15) USDA Patrol Car Grant

**Approval of Consent Agenda**

Roberts made a motion to approve the consent agenda as presented. Timm seconded the motion. Motion carried unanimously 3-0.

**Consent Agenda Items:**

- a) 03.31.2021 BOCC minutes
- b) Invoice list
- c) Expenditure Report
- d) Treasurer Report
- e) Insurance Report
- f) Workers' Comp reports
- g) Event Center/BOC Pavilion rentals

**Public Comments**

There were no public comments

**Appointments**

Jeff Plumb met with the board to discuss the Phillips County Showdown Event at the BOC Pavilion. Plumb asked for an additional day for the setup of his event at no extra charge. Plumb has rented the BOC Pavilion for Friday May 21 - Sunday May 23 at the cost of \$750.00. The board agreed to allow Plumb to begin set up on Thursday May 20<sup>th</sup> at no extra charge.

The board met with BOC Pavilion Reservationist Carrie Anderson to discuss the wording on the rental agreement forms. Anderson also held the discussion with the board of the need for more horse stalls.

The board met with Landfill Manager Bill Andrews. Andrews discussed electronic device disposal and the cost of disposing of such items. The board tabled a decision on any rate increase until fee information is obtained from surrounding counties.

**Old Business**

The board reviewed the contract with Broc Pelle as the Officer of Emergency Management.

After a discussion with Glen Huwa of Double W Dairy (Dairy), the board agreed to correct the water runoff issue on the county right-of-way from Dairy on County Rd 37. The Road & Bridge department will complete the work that will keep dairy operations runoff on Dairy property. Dairy agreed to pay up to \$5,000 to complete the project.

The board reopened discussion on the request presented to them from Phillips County Economic Development to increase the county contribution to PCED.

### **Motions/ New Business**

Timm made a motion to approve the contractual agreement between Phillips County Commissioners and Broc Pelle as County Emergency Manager. Pelle will receive compensation of \$4,472.00/month, plus \$65.00/month to cover personal phone costs. The term of the agreement will be from May 01, 2021 through December 31, 2021. Roberts seconded the motion. Motion carried unanimously 3-0.

Timm made a motion to make a one-time donation of \$2,500 to the Phillips County Economic Board for their efforts during the COVID 19 Pandemic. Hofmeister seconded the motion. Chairman called for a voice vote. Timm aye, Hofmeister aye, Roberts nay. Motion carried 2-1.

Roberts made a motion to approve the following yearly BOC Pavilion rental agreements with Dixie Engelke and 5\_flat Productions as presented by BOC Pavilion Reservationist Carrie Anderson.

#### **Bank of Colorado Pavilion Yearly Facility Use Agreement**

This agreement by and between Phillips County and Dixie Engelke (Renter) for good and valuable consideration for the use of the Bank of Colorado Pavilion located in Holyoke, Colorado which is the subject of the agreement, receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following, in addition to the conditions set forth in Bank of Colorado Pavilion Rental Agreement Form-Use By The Day contract

1. Renter shall procure and maintain \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence liability insurance for each event with Phillips County named as an additional insured and provide a copy of the certificate of insurance to Phillips County.
2. Renter shall be responsible for securing all required permits and licenses.
3. The facility shall be used for the purposes stated in this agreement and no other use will be permitted.
4. Renter agrees to pay a damage/cleaning deposit equal to rental fee. Said deposit may be used in the event of damages, additional cleaning and/or cancelations. If the deposit does not cover accrued charges, the renter will be billed for additional cost. If the deposit funds are used, a new damage deposit must be received before the renter will be allowed to host another event.
5. Renter agrees to pay current arena rental rates per the Bank of Colorado Pavilion Rental Agreement Form – Use By The Day.
6. No event set up may take place prior to the actual rental date(s). If additional time is needed for setup, arrangements must be made with the reservationist in advance and a rental fee will be due.
7. The arena must be cleared of all equipment after event. If additional time is needed for cleanup, arrangements must be made with the reservationist in advance and a rental fee will be due.
8. Renter agrees to pay current arena rental rates per day for clinics per the Bank of Colorado Pavilion Rental Agreement Form – Use By The Day.
9. Renter agrees to pay stall fees at the current stall rental rate, for any and all horses stalled before, during and after events. (Horses must be stalled in proper stalls and not allowed to run loose in any part of the facility). ***Stalls must be cleaned after use or the deposit may be forfeited.***
10. Cancellations – If any event is cancelled for reasons within the control of the renter two (2) days before the event, Phillips County will retain 50% of the paid deposit. Any event cancelled on event day for reasons within the control of the renter, Phillips County will retain 100% of the paid deposit.
11. Renter agrees to provide skilled personnel to work the arena on the day(s) of the event(s) and acknowledges that county staff will not be available to work or water the arena during event(s).
12. Renter agrees the condition of the arena is contingent upon county staffing availability.
13. This contract must be renewed annually

#### **Bank of Colorado Pavilion Yearly Facility Use Agreement**

This agreement by and between Phillips County and 5-Flat Productions (Renter) for good and valuable consideration for the use of the Bank of Colorado Pavilion located in Holyoke, Colorado which is the subject of the agreement, receipt and sufficiency of

which is hereby acknowledged, the Parties agree to the following, in addition to the conditions set forth in the Bank of Colorado Pavilion Rental Agreement Form-Use By The Day contract:

1. Renter shall procure and maintain \$2,000,000.00 aggregate and \$1,000,000.00 liability insurance for each event with Phillips County named as an additional insured and provide a copy of the certificate of insurance to Phillips County.
2. Renter shall be responsible for securing all required permits and licenses.
3. The facility shall be used for the purposes stated in this agreement and no other use will be permitted.
4. Renter agrees to pay a damage/cleaning deposit equal to rental fee. Said deposit may be used in the event of damages, additional cleaning and/or cancelations. If the deposit does not cover accrued charges, the renter will be billed for additional cost. If the deposit funds are used, a new damage deposit must be received before the renter will be allowed to host another event.
5. Renter agrees to pay Phillips County the Large Event Arena rental fee for Roping Events.
6. Renter has use of the arena the day prior to events solely for the purpose of unloading cattle and setting up for roping events. provided the arena has not been rented prior to 5-Flat Productions reserving dates. If additional time is needed for setup, arrangements must be made with the reservationist in advance and a rental fee will be due.
7. The arena must be cleared of all equipment after event. If additional time is needed for cleanup, arrangements must be made with the reservationist in advance and a rental fee will be due.
9. Renter agrees to pay stall fees for any and all horses stalled before, during and after events. (Horses must be stalled in proper stalls and not allowed to run loose in any part of the facility). **Stalls must be cleaned after use or the deposit may be forfeited.**
10. Cancellations – If any event is cancelled for reasons within the control of the renter two (2) days before the event, Phillips County will retain 50% of the paid deposit. Any event cancelled on event day for reasons within the control of the renter, Phillips County will retain 100% of the paid deposit.
11. Renter agrees to provide skilled personnel to work the arena on the day(s) of the event(s) and acknowledges that county staff will not be available to work or water the arena during event(s).
12. Renter agrees the condition of the arena is contingent upon county staffing availability.
13. This agreement will be renewed annually. \*

Timm seconded the motion. Motion carried 3-0.

The board discussed the monthly press release format.

Timm made the motion to approve the request from Landfill Manager Bill Andrews to move Leroy Morrison to GN40 Grade 11 Step 3 (\$33,461.76 annually \$2,788.48 monthly), effective April 15, 2021. Roberts seconded the motion. Motion carried unanimously 3-0.

The board approved the ½ page Storm season ad in the Holyoke Enterprise in the amount of \$225.00.

Roberts made a motion to accept the recommendation of the Planning Commission to approve the subdivision exemption request submitted by Gary Koch to sell 5 acres to Ryan Horton located at the SE ¼ of Section 17, T7N, R47W. Timm seconded the motion. Motion carried.

The board met with the Director of Northeast Health Department Trish McClain via phone to discuss Executive Order D 2021-079 amending previous executive orders ordering individuals in Colorado to wear a medical or non-medical face covering due to the presence of COVID-19 in Colorado. The board sought guidance on appropriate verbiage to lift the face covering mandate for those Phillips County businesses not specifically listed in the Executive Order Directives. McClain agreed to draft such a memo that would then be signed by her and the board and distributed to local entities.

The board discussed alternative power sources during a power outage. No action was taken.

The board reviewed the Amendment to the Declaration of Local Disaster Emergency Resolution No. 2020-03-20-04.

Timm made a motion to rescind Declaration of Local Disaster Emergency Resolution No. 2020-03-20-04.

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PHILLIPS  
COUNTY, COLORADO RESCINDING RESOLUTION NO. 2020-03-20-04, A  
DECLARATION OF LOCAL DISASTER EMERGENCY RESOLUTION  
NO. 2021-11**

**WHEREAS**, the Board of County Commissioners of Phillips County, Colorado ("County") adopted Resolution NO. 2020-03-20-04 to Declare a Local Disaster Emergency ("Resolution"), allowing the County to address the needs arising out of the Novel Coronavirus 2019 (COVID-19) Pandemic that caused widespread human and economic impacts to Phillips County, Colorado; and

**WHEREAS**, the impacts of COVID-19 have lessened tremendously across the United States as well as the County, and the County has moved to Level Green "Protect Our Neighbors" on the COVID-19 Dial of Restrictions, that being the least restrictive of the possible levels of restrictions; and

**WHEREAS**, the County wishes to now adopt a Resolution to Rescind Resolution NO. 2020-03-20-04 declaring a local disaster for Phillips County, as well as the Amendment to same, Resolution NO. 2020-03-20-04.1.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The foregoing recitals are incorporated herein by reference as findings and determinations of the County.
2. RESOLUTION NO. 2020-03-20-04 and the amendment to same, RESOLUTION NO. 2020-03-20-04.1, are hereby rescinded and repealed in their entirety.
3. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.
4. **Effective Date.** That this Resolution shall take effect upon its adoption by the Board of County Commissioners.

Roberts seconded the motion. Motion carried unanimously 3-0.

The board reviewed the award letter from the USDA Community Facilities Grant notifying the county that the request for \$24,237.00 (55%) of the total cost of \$44,067 to purchase a vehicle for the Sheriff's Department had been approved. The county's portion of the purchase is \$19,830 (45%). The USDA funds will be received as a reimbursement of expended county funds.

**Adjournment**

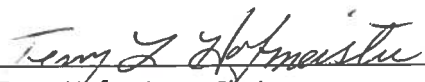
Chairman Hofmeister adjourned the meeting at 1:51 P.M.

Minutes submitted by County Clerk Beth Zilla.


Next meeting is scheduled for Monday, April 19, 2021.

Phillips County Commissioners

Attest:

  
\_\_\_\_\_  
Terry Hofmeister, Chairman

  
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Beth Zilla, County Clerk

  
\_\_\_\_\_  
Tom Timm

  
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Garold Roberts