

STATE OF COLORADO)

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RESOLUTION No. 2023-01-09-09

COUNTY OF PHILLIPS)

RESOLUTION FOR BOARD OF COUNTY COMMISSIONER TO APPROVE COUNTY FEES AND CHARGES FOR THE YEAR 2023

WHEREAS, the Phillips County Board of County Commissioners have reviewed the fees for all departments listed below.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Phillips County Colorado, approves the following fees and charges:

Phillips County Event Center Rental	Attachment "B"
Bank of Colorado Pavilion Rental	Attachment "C-1 & 2"
Planning & Zoning	Attachment "D"
Equipment Rental	Attachment "E"
Harvest Park Long-Term Rental	Attachment "F"
Facilities Use Agreement	Attachment "G"
Landfill Fees	Attachment "H-1"
Roll Off Rates and Terms	Attachment "H-2"
E-Waste Recycling	Attachment "H-3"
Landfill Late Fee	Attachment "I"
Weed & Pest Late Fee	Attachment "J"

Phillips County rate for payment of gravel is \$.50 per cubic yard.

Loading dirt and gravel will be \$20.00/cubic yard. The county prefers not to haul but if necessary \$6.00 per loaded mile will be charged.

The effective date hereof shall be the date of the adoption of this Resolution.

ADOPTED THIS 9th day of January 2023.

ATTEST:

Beth Zilla
Clerk & Recorder, Beth Zilla

BOARD OF COUNTY COMMISSIONERS
COUNTY OF PHILLIPS, COLORADO
Garold E Roberts
Commissioner Garold Roberts, Chairman

Terry Hoffmeister
Commissioner Terry Hoffmeister

Tom Timm
Commissioner Tom Timm



PHILLIPS COUNTY EVENT CENTER RENTAL AGREEMENT FORM

Reservation Office (T) 970-854-3616 (F) 970-854-4347 email: reservations@phillipscounty.co

TODAY'S DATE: _____ Name & Address of Responsible Party _____ _____ _____ (T #) _____ Alt # _____	DATE(S) & TIME(S) OF EVENT Start Date: _____ Setup Time: _____ End Date: _____ Finish Time: _____ Time Event Starts _____ Time Event Ends _____ Please note that all events must be done by 1:00 am and the PC Event Center/Fairgrounds must be vacated by 2:00 am. **Alcohol events must end at 12:00 and vacated by 1:00 am Driver's License # (alcohol events only) _____
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TYPE OF EVENT _____ **ALCOHOL PRESENT:** NO YES** (event insurance may be required)

Rental Fees— (check correct box)	Non-Profit 501c3 Only	Busine	Individual	Mandatory Damage Deposit	Fee Due
Heginbotham Hall—600 people 120"x80"				\$750 <input type="checkbox"/>	
1 day (Kitchen Included)	\$350 <input type="checkbox"/>	\$525 <input type="checkbox"/>	\$525 <input type="checkbox"/>		
Up to 3 days (Kitchen Included)	\$400 <input type="checkbox"/>	\$775 <input type="checkbox"/>	\$650 <input type="checkbox"/>		
Up to 5 days (Kitchen Included)	\$525 <input type="checkbox"/>	\$900 <input type="checkbox"/>	\$775 <input type="checkbox"/>		
Biesemeier Room—120 people 60'x40'				\$200 <input type="checkbox"/>	
Daily Rate (Kitchen Included)	\$160 <input type="checkbox"/>	\$200 <input type="checkbox"/>	\$200 <input type="checkbox"/>		
Ortner Family Room—50 people 40'x21'					
Daily Rate	\$50 <input type="checkbox"/>	\$50 <input type="checkbox"/>	\$50 <input type="checkbox"/>	\$50 <input type="checkbox"/>	
Entire Event Center *Subject to limited use of Ortner Family Room by Phillips County prior to actual event date.					
1 day	\$425 <input type="checkbox"/>	\$550 <input type="checkbox"/>	\$550 <input type="checkbox"/>	\$750 <input type="checkbox"/>	
Up to 3 days	\$550 <input type="checkbox"/>	\$850 <input type="checkbox"/>	\$775 <input type="checkbox"/>		
Up to 5 days	\$800 <input type="checkbox"/>	\$1050 <input type="checkbox"/>	\$925 <input type="checkbox"/>		
Deposit for Event with alcohol (see Page 2, section 2)				\$625 <input type="checkbox"/>	

In the section below please check all that apply

Please read the Rental Setup & Information Sheet for equipment descriptions and instructions for set up

Stage \$100 <input type="checkbox"/> (Please indicate number of sections needed on set up form)	WIFI-\$50 <input type="checkbox"/>
*Screen/Projector-\$200/ea. (Heginbotham Hall Only) 1 set <input type="checkbox"/> 2 sets <input type="checkbox"/> Screen/Projector-\$50 (Biesemeier Room) <input type="checkbox"/>	
*County Setup/Tear Down—Heginbotham Hall & Entire Event Center Rentals (3-5 Day Rentals Only) \$450 <input type="checkbox"/>	
*County Setup/Tear Down—Biesemeier Room Only \$150 <input type="checkbox"/>	
Office use only: Commissioner Approved NC <input type="checkbox"/> Additional Fees :	
TOTAL DAMAGE DEPOSIT & TOTAL FEES DUE	
Make checks payable to "Phillips County Event Center" PO Box 328, Holyoke, CO 80734.	
Please make separate checks for damage deposit and rental fees. Damage deposits may be fully refundable.	

Office Use Only: Fee Paid \$ _____ Check # _____ Deposit Paid \$ _____ Check # _____ Alcohol Deposit \$ _____ Check # _____

****Rates are Subject to Change**

01/09/2023 12:00:00 AM Page 2 of 17 BOC20230010
 BOCC - Resolution BETH ZILLA PHILLIPS COUNTY
 REC FEE: 0.00 DOC FEE: 0.00 TOTAL FEE: 0.00

PHILLIPS COUNTY EVENT CENTER RENTAL AGREEMENT FORM

Reservation Office (T) 970-854-3616 (F) 970-854-4347 email: reservations@phillipscounty.co

1. SCHEDULING EVENT/RESERVATION :

All events must be scheduled through the Reservation Office in the Phillips County Event Center. All events are scheduled on a first come, first served basis. The Event Center may be reserved in advance of the date of the event. The full amount of the damage deposit is due at the time of your reservation. The full amount of the rental and any other fees are due thirty (30) days before the event. The rental agreement may be submitted electronically or faxed to 970-854-3816, but will not be considered completed until the damage deposit is received.

County sponsored events may have fees waived.

The Commissioners have final authority over all rentals.

2. **ALCOHOLIC BEVERAGES:

Alcohol is not allowed in the Event Center at any time other than licensed events or private, invitation-only events.

If alcohol is sold at any event, a "Special Events Permit" liquor license must be obtained from the City of Holyoke. A representative from the group wishing to sell liquor at the Event Center must appear before the Board or submit a request in writing to obtain the "Permission to Sell Liquor Letter" from the Commissioners. The City of Holyoke will require this letter before proceeding with the liquor license process.

Private invitation-only events may serve alcohol only inside the Event Center building itself or in pre-arranged, (with the Commissioners) designated areas outside the center building, (to be roped off and marked by facilities manager). Do not allow guests to take drinks outside of designated areas. All beverages must be served in cans or disposable cups. *No bottles are allowed excepted for serving purposes.*

Responsible adults must serve the alcohol and must be aware of the liability of serving alcohol to your guests. It is a violation of law to allow or otherwise permit minors to consume alcoholic beverages. If minors are served or otherwise allowed to consume alcoholic beverages within the center, the entire security deposit shall be forfeited and such violations will be reported to the Law Enforcement.

The Sheriff's office/ Holyoke Police Department will be notified of all events where alcohol is present and will be conducting routine compliance checks throughout the duration of the event as part of their regular patrol.

The undersigned must take responsibility of the actions of persons and guests attending the event, without limitation, and shall take reasonable steps to prevent or control acts which may result in bodily injury or property damage.

You must show proof of Liability Insurance (personal policy or renter's policy) for all events serving alcohol in Heginbotham Hall and list **PHILLIPS COUNTY AS AN ADDITIONAL INSURED**. You must provide a **CERTIFICATE OF INSURANCE** with your rental agreement.

3. ENFORCEMENT – CANCELLATION POLICY:

Ortner Family Room <u>or</u> Blesemeier Room <u>or</u> Commercial Kitchen	Cancel at least 14 days prior to event	Refund 100% of Deposit
	Cancel less than 1 days prior	Refund 0% of Deposit
Heginbotham Hall <u>or</u> Entire Event Center	Cancel at least 90 days prior to event	Refund 100% of Deposit
	Cancel between 30-89 days prior to event	Refund 50% of Deposit
	Cancel less than 30 days prior to event	Refund 0% of Deposit

. PROHIBITED U :

By directive of CTSI (building insurance carrier) **no open flame allowed.**

No use of pins, tacks or nails is allowed. No use of packing or duct tape is allowed on the walls.

No animals are allowed in the Event Center building without prior approval from the Board of County Commissioners.

No sub-leasing of the Event Center is allowed or permitted.

5. DAMAGE /LIQUOR DEPOSIT

A cleaning/damage deposit is required of every user. The deposit may be refunded, within 30 days, after your event, dependent upon the condition of the facility. All tables and chairs must be returned to their proper storage locations. The attached cleaning checklist must be followed, including the restrooms. If the kitchen was used, all dishes, glassware, utensils, etc. must be accounted for and returned to the proper location All rooms included in the rental must be clean and ready for use at the end of your rental period.

The Event Center Coordinator reserves the right to withhold any part of the damage deposit.

6. KEYS

Keys for the Event Center may be checked out, from the Reservation Office in the Event Center prior to your scheduled event. Keys need to be returned to the same office or in the key drop box 24 hours following your event or the next business day if your rental occurs Friday through Sunday unless other arrangements have been made with the Reservation Office, 970-854-3616. There will be a \$25 fee for non-returned keys. Damage deposits will be held until all keys are returned. All events need to end per the instructions on the 1st page.

7. LIABILITY

The Phillips County Event Center is available to any person, group or organization. However, the undersigned understand(s) that they, and not Phillips County are personally responsible for any and all accidents to themselves, their invited guests, their personal property and anyone associated with the rental event, caused by their errors, negligence, or omissions.

The undersigned understand(s) further that they are responsible for damages caused to the Event Center by persons attending the scheduled event and they shall be responsible to properly supervise, chaperon, and regulate the use of the Center to protect any persons attending the event during the rental period.

This building is supported by the organizations that use it and donations are appreciated.

I (WE) AGREE TO THE AFOREMENTIONED EVENT CENTER RULES AND REGULATIONS, TO ASSUME PERSONAL RESPONSIBILITY AND ANY AND ALL LIABILITY, for any or all accidents resulting in bodily injury to persons attending my event, damage to the Event Center caused by persons attending my event, any personal property loss or damage, and any liability associated with alcohol consumption at the Event Center during my scheduled event, caused by my invitees.

I acknowledge that I have received a copy of the rental agreement and these rules and regulations and have read them and understand them prior to signing them. The Event Center is owned by the residents of Phillips County and maintained by County personnel. Any violation of the rules and regulations as set forth within this rental agreement will jeopardize your future ability to use this facility.

*****Submit form ONLY if you agree to all rules and regulations*****

SIGNED: _____ DATE: _____

USE APPROVED: _____ DATE: _____

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 BOCC - Resolution BETH ZILLA PHILLIPS COUNTY
 REC FEE: 0.00 DOC FEE: 0.00 TOTAL FEE: 0.00



BANK OF COLORADO RENTAL AGREEMENT FORM—USE BY THE DAY

Reservation Office (T) 970-854-3616 (F) 970-854-4347 email: reservations@phillipscounty.co

TODAY'S DATE: _____ Name & Address of Responsible Party _____ _____ _____ (T #) _____ Alt # _____ Phone # Required	DATE(S) & TIME(S) OF EVENT Start Date: _____ Setup Time: _____ End Date: _____ Finish Time: _____ Time Event Starts _____ Time Event Ends _____ Please note that all events must be done by 1:00 am and the PC Event Center/Fairgrounds must be vacated by 2:00 am. **Alcohol events must end at 12:00 and vacated by 1:00 am Driver's License # (alcohol events only) _____
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TYPE OF EVEN **ALCO** **OL PRESE** : NO YES** (event insurance may be required)

Rental Fees— (check correct box)	Non-Profit <i>501c3 Only</i>	Business	Individual	Mandatory Damage Deposit	Fees Due
Arena					
See hourly rate sheet					
1 Day—Event	\$250 <input type="checkbox"/>	\$315 <input type="checkbox"/>	\$315 <input type="checkbox"/>	\$315 <input type="checkbox"/>	
Meeting Room—35 people 35'x29'				\$40 <input type="checkbox"/>	
Daily Rate	\$40 <input type="checkbox"/>	\$40 <input type="checkbox"/>	\$40 <input type="checkbox"/>		
Concession Stand—non-cooking	\$50 <input type="checkbox"/>	\$50 <input type="checkbox"/>	\$50 <input type="checkbox"/>		
Concession Stand—cooking	\$100 <input type="checkbox"/>	\$100 <input type="checkbox"/>	\$100 <input type="checkbox"/>		
Entire Pavilion *See note below				\$750 <input type="checkbox"/>	
1 Day	\$500 <input type="checkbox"/>	\$750 <input type="checkbox"/>	\$750 <input type="checkbox"/>		
Up to 3 Days	\$750 <input type="checkbox"/>	\$1250 <input type="checkbox"/>	\$1250 <input type="checkbox"/>		
Up to 5 Days	\$1500 <input type="checkbox"/>	\$2000 <input type="checkbox"/>	\$2000 <input type="checkbox"/>		
Horse Stalls/ Per Stall/ Per Day—Cleaned	\$10 <input type="checkbox"/>				
\$25 per stall fee for uncleaned stalls (Assessed by County Maintenance)					
Deposit for Event with alcohol (see Page 2, section 2)				\$625 <input type="checkbox"/>	

In the section below please check all that apply

	WIFI-\$50 <input type="checkbox"/>
*County Setup YES <input type="checkbox"/> (\$35 per man hr.) *County Cleanup YES <input type="checkbox"/> (\$35 per man hr.) *Billed or deducted from deposit	
<i>Office use only: Commissioner Approved</i> NC <input type="checkbox"/> Additional Fees :	
TOTAL DAMAGE DEPOSIT & TOTAL FEES DUE	

Phillips County Harvest RV Park is located south of the BOC Pavilion.
 Rates are \$25 1st Day, \$20/day thereafter OR \$450/4 weeks (28 Days). \$10 Dry Camping/Day

Make checks payable to "Phillips County Event Center" PO Box 328, Holyoke, CO 80734.

Office Use Only: Fee Paid \$ _____ Check # _____ Deposit Paid \$ _____ Check # _____ Alcohol Deposit \$ _____ Check # _____

****Rates are Subject to Change**

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 BOCC - Resolution BETH ZILLA PHILLIPS COUNTY
 REC FEE: 0.00 DOC FEE: TOTAL FEE: 0.00

BANK OF COLORADO RENTAL AGREEMENT FORM

Reservation Office (T) 970-466-3778 (F) 970-854-3811 email: pavilion@phillipscounty.co

1. SCHEDULING EVENT/RESERVATIONS:

All events must be scheduled through the Phillips County Administration Office in the Phillips County Courthouse. All events are scheduled on a first come, first served basis. The Pavilion may be reserved in advance of the date of the event. The full amount of the damage deposit is due at the time of your reservation. The full amount of the rental and any other fees are due thirty (30) days before the event. The rental agreement may be submitted electronically or faxed to 970-854-3811, but will not be considered completed until the damage deposit is received.

County sponsored events may have fees waived.

The Commissioners have final authority over all rentals.

2. **ALCOHOLIC BEVERAGES:

Alcohol is not allowed in the Pavilion at any time other than licensed events or private, invitation-only events.

If alcohol is sold at any event, a "Special Events Permit" liquor license must be obtained from the City of Holyoke. A representative from the group wishing to sell liquor at the Pavilion must appear before the Board of Commissioners in writing to obtain the "Permission to Sell Liquor Letter" from the Commissioners. The City of Holyoke will require this letter before proceeding with the liquor license process.

Private invitation-only events may serve alcohol only inside the Pavilion building itself or in pre-arranged, (with the Commissioners) designated areas outside the pavilion, (to be roped off and marked by facilities manager). Do not allow guests to take drinks outside of designated areas. All beverages must be served in cans or disposable cups. No glass is allowed.

Responsible adults must serve the alcohol and must be aware of the liability of serving alcohol to your guests. It is a violation of law to allow or otherwise permit minors to consume alcoholic beverages. If minors are served or otherwise allowed to consume alcoholic beverages within the pavilion, the entire security deposit shall be forfeited and such violations will be reported to the Law Enforcement.

The Sheriff's office/ Holyoke Police Department will be notified of all events where alcohol is present and will be conducting routine compliance checks throughout the duration of the event as part of their regular patrol.

The undersigned must take responsibility of the actions of persons and guests attending the event, without limitation, and shall take reasonable steps to prevent or control acts which may result in bodily injury or property damage.

You must show proof of Liability Insurance (personal policy or renter's policy) for all events serving alcohol in the Pavilion and list PHILLIPS COUNTY AS AN ADDITIONAL INSURED. You must provide a CERTIFICATE OF INSURANCE with your rental agreement.

3. ENFORCEMENT- CANCELLATION POLICY:

Meeting Room Q/ Commercial Kitchen/ Concessions	Cancel at least 14 days prior to event	Refund 100% of Deposit
	Cancel less than 14 days prior	Refund 0% of Deposit
	Cancel at least 31 days prior to event	Refund 100% of Deposit
Entire Pavilion	Cancel between 15-30 days prior to event	Refund 50% of Deposit
	Cancel less than 14 days prior to event	Refund 0% of Deposit

4. PROHIBITED USES:

By directive of CTSI (building insurance carrier) **no open flame allowed.**

No use of pins, tacks or nails is allowed. No use of packing or duct tape is allowed on the walls. County has available tape that is permissible.

No sub-leasing of the Pavilion is allowed or permitted.

5. DAMAGE /LIQUOR DEPOSIT

A cleaning/damage deposit is required of every user. The deposit may be refunded, within 30 days, after your event, dependent upon the condition of the facility. All tables and chairs must be returned to their proper storage locations. The attached cleaning checklist must be followed, including the restrooms. If the kitchen was used, all dishes, glassware, utensils, etc. must be accounted for and returned to the proper location. All rooms included in the rental must be clean and ready for use at the end of your rental period.

The Pavilion Coordinator reserves the right to withhold any part of the damage deposit.

6. KEYS

Keys for the Pavilion may be checked out, from the Administration Office in the Phillips County Courthouse prior to your scheduled event. Keys need to be returned to the same office or in the key drop box 24 hours following your event or the next business day if your rental occurs Friday through Sunday unless other arrangements have been made with the Administration Office, 970-854-3778. There will be a \$100 fee for non-returned keys. Damage deposits will be held until all keys are returned. All events need to end per the instructions on the 1st page.

7. LIABILITY

The Bank of Colorado Pavilion is available to any person, group or organization. However, the undersigned understand(s) that they, and not Phillips County are personally responsible for any and all accidents to themselves, their invited guests, their personal property and anyone associated with the rental event, caused by their errors, negligence, or omissions.

The undersigned understand(s) further that they are responsible for damages caused to the Pavilion by persons attending the scheduled event and they shall be responsible to properly supervise, chaperon, and regulate the use of the Center to protect any persons attending the event during the rental period.

This building is supported by the organizations that use it and donations are appreciated.

I (WE) AGREE TO THE AFOREMENTIONED PAVILION RULES AND REGULATIONS, TO ASSUME PERSONAL RESPONSIBILITY AND ANY AND ALL LIABILITY for any or all accidents resulting in bodily injury to persons attending my event, damage to the Pavilion caused by persons attending my event, any personal property loss or damage, and any liability associated with alcohol consumption at the Pavilion during my scheduled event, caused by my invitees.

I acknowledge that I have received a copy of the rental agreement and these rules and regulations and have read them and understand them prior to signing them. The Pavilion is owned by the residents of Phillips County and maintained by County personnel. Any violation of the rules and regulations as set forth within this rental agreement will jeopardize your future ability to use this facility •

*****Submit form ONLY if you agree to all rules and regulations*****

SIGNED: _____ DATE: _____

USE APPROVED: _____ DATE: _____

RETURN THIS FORM TO ADMINISTRATION OFFICE WITH FEES





PHILLIPS COUNTY COLORADO

PLANNING & ZONING FEES

EFFECTIVE: JANUARY 8, 2020

- Zoning Amendment: \$110 plus cost of advertising
- Conditional Use Permit: \$110 plus cost of advertising
- Subdivision Exemption: \$60 plus recording fees (\$13 for first page, \$5 each additional page – check made to Clerk)
- Building Permit: \$45 plus the 1% use tax
- Road Crossings: \$165 for boring under each dirt or gravel road.
\$420 for trenching across each dirt or gravel road.
(\$420 trenching refundable deposit will be collected.)
\$125 for locally based utility companies.
- Agricultural Use Permit Fees:
(For Trenching or Boring) There will be a \$120.00 fee for non-utility cuts (i.e. agricultural landowners who are required to cut county rights-of-way to provide utility services for agricultural production or a farm residence on their own property). Minimum depth is to be 48".
- Right-of-way impacts: \$30 per mile for laying telephone lines in right-of-way **plus road crossing fee.**

Graduated fee per foot for burying pipelines in the right-of-way **plus road crossing fee.**

Graduated Fees:

Ditch Width	Cost per foot
½" to 8"	\$0.20
8+'' to 16	0.25
16+'' to 24''	0.40
24+'' to 42''	0.65
42+''	0.75

RENTAL FEES FOR 2023

Maintainer and loader rental will be \$185 per hour; the backhoe will be \$160 per hour. All rentals include the operator and the fuel. Rental will be subject to convenience of the County and available only when private contractors are not available.

The County's current rate for payment of gravel is \$0.50 per cubic yard.

Loading dirt and gravel will be \$20/cu yd (landfill loader is 2 1/2 yds per scoop and the large loader is 4 yds per scoop). The County prefers not to haul but if necessary \$6/per loaded mile will be charged. No sales to commercial enterprise.

Special requests from landowners for culverts under driveways and fills - individual pays for the culvert and the county installs the culvert. The county will not provide more than 3 in a half-mile for one quarter, subject to review by the Board of County Commissioners.

USE OF COUNTY EQUIPMENT

Any other party's use of county equipment will be charged the following rate:

- Water truck - \$150/day (no county operator required)
- Maintainer, loader, tractor - \$185/hour
- Race track rental fee will be \$100/day for county groups
- Race track rental fee will be \$200/day for out of town commercial groups
- Keys will be maintained by county personnel only

All county equipment comes with the operator and fuel and must be run by county employees. Fair board use for fair-related activities will be excluded from these costs.

County grass drill \$15/acre & \$30/day

HARVEST PARK RV CAMPGROUND (rates as of 01/08/2020)

\$25 for first night, \$20 for each night thereafter,

OR \$140 per 7 nights, **OR** \$450 per 28 nights

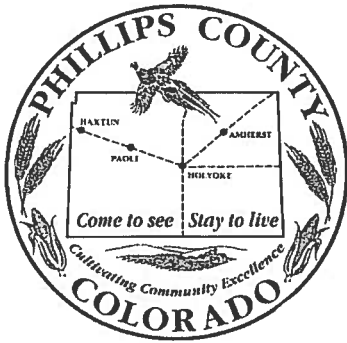
\$10 per night for dry camping (no hookups)

P:\Forms\Rental Fees\RENTAL FEES 2022.docx

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BOCC - Resolution BETH ZILLA PHILLIPS COUNTY
REC FEE 0 00 DOC FEE TOTAL FEE: 0.00


Attachment

E



HARVEST PARK RV CAMPGROUND LONG TERM RENTAL AGREEMENT

This rental agreement is made on the ____ day of ____ 20__, between Phillips County Harvest Park RV Campground, located at 22505 US Highway 385, Holyoke, CO 80734 referred to herein as Lessor, and (Lessee-Guest) referred to herein as Lessee.

Lessor leases to Lessee and Lessee leases from Lessor, for the term of this agreement, RV Spot # ____ of the Phillips County Harvest Park and being hereafter referred to as RV Spot (whether one or more), and pursuant to the following terms and conditions:

1. Rent: Lessee agrees to pay as rental \$450/four weeks for RV spot(s) beginning _____, 20__ through _____ payable without demand, either by cash, credit card or check on the 1st day of the four-week rental period. Subsequent rental payments are due on the first day of the next rental period. A late fee of \$10/day will be assessed if payment is not received on the established due date. The lease will be terminated if the rent is not paid in full, including late fees, within 5 days of the due date. A refundable security deposit of \$450 will be required if you plan to stay longer than two (2) months. All long-term rentals are subject to a 6-month review by the Board of County Commissioners.
2. Utilities: Lessor shall pay for all water, electricity, and sewer fees.
3. Assignment and Subletting: Lessee shall not sublet the RV Spot, or any part of the Premises, or assign this agreement without Lessor's prior, express, and written consent.
4. Default: Any failure by Lessee to pay rent or other charges promptly when due or to comply with any other term or condition of this agreement shall, at the option of Lessor, promptly terminate this tenancy and forfeit all rights of Lessee under this agreement.
5. Maintenance and Redelivery of RV Spot: Lessee shall keep and maintain the RV Spot in a clean and sanitary condition at all times, and on the expiration or earlier termination of the tenancy shall surrender the RV Spot to Lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted. If the RV Spot is not left in good condition, the security deposit will be forfeited.
6. Effect of Holding Over: The parties agree that any holding over by Lessee under this agreement, without Lessor's written consent, shall be a tenancy at will which may be terminated by Lessor in accordance with applicable law.
7. Indemnification: Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Lessee's use of the RV Spot or from any activity permitted by Lessee in or about the RV Spot unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault, or omission of Lessee and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.
9. Governing Law: This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Colorado.
10. Waivers: Waiver by Lessor of any breach of any covenant or duty of Lessee under this agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.
11. Counterparts: If this agreement is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this agreement are effective as original signatures.

Phillips County Harvest Park Rules

ALL RV'S MUST BE HAVE A CURRENT, VALID LICENSE PLATE – NO EXPIRED TEMPORARY PLATES.

QUIET TIME: 10 p.m. / 7 a.m. – please be considerate of others. No loud music at any time.

CHECK-OUT TIME IS 2:00 P.M.

SPEED LIMIT: Please observe a speed limit of no more than 5 mph.

SEWER: Sewer connection – a positive sewer seal at both ends of sewer hose is required.

CHILDREN: We want the children to be safe & have a good time, but always under the watchful eyes of a parent/guardian. Please use good judgement if you decide to leave your children at your RV when you are gone. We are not responsible for their safety or welfare. You are liable for their behavior.

PETS: Please maintain control of your pets. The limit is for only 2 pets allowed on leash. Owners must clean up after their pets – this includes the entire Fairgrounds Complex not just the RV Spot. Do not leave pets tethered on a leash or chain or in a pen outside overnight or when you are absent. Absolutely no pets other than service animals are allowed in the public restrooms! The same rules apply for cats as for dogs. Cats are inside pets only. If outside, they must be on a leash with the owner at all times. These rules are for health reasons as well as the respect for others. NO AGGRESSIVE BREED DOGS ARE ALLOWED IN THE PARK.

TRASH: Dumpster located in the park is for personal trash only. All garbage must be bagged & tied, boxes broken down. DO NOT leave trash outside by your RV. Cleanliness of the park is important to us. Sites are to be kept clean and orderly, as determined by management. Washing vehicles in the park is prohibited, however; keeping your RV clean and in good repair is required.

INTERNET: Wireless Internet is for our guests. Phillips County Harvest Park is not responsible for the operations of this Service. For problems contact: PCTelcom at 970-854-2201.

WINTERIZATION (October -April): The Lessor will provide hydrant freeze protection however the Lessee must provide their own freeze proof protection for all connections from RV to supply hydrant. RV skirting of some type is recommended however the use of straw/hay bales as a winterization method is not allowed.

NO FIREWORKS ALLOWED. NO OPEN FIREARMS DISPLAYED. NO OPEN FIRES.

PARKING: One vehicle only per RV Spot. Please park in front of the camper, not blocking another space or main drive.

CLOTHS LINES ARE NOT ALLOWED.

NO CHEATER BOXES OR PIGTAILS ALLOWED. Phillips County Harvest Park is not responsible for any electrical components on RV's.

CONDUCT: Disorderly conduct, drunkenness, illegal drugs, obscene language, obnoxious, disruptive or vulgar behavior will not be tolerated. They will be reason for immediate eviction without refund.

DRUGS: Illegal drugs of any form are prohibited on the property of Phillips County Harvest Park. Person(s) caught in violation of this rule are subject to immediate eviction without a refund. Person (s) knowing of any illegal activity are encouraged to notify the management immediately. Any information reported will be strictly confidential.

LIABILITY: All park facilities and equipment of the park is intended for the convenience of the guests. Any and all persons using the facilities do at THEIR OWN RISK and consent. The park management is NOT RESPONSIBLE for accident due to fire, theft, wind, flood, personal negligence, acts of God or other unfortunate circumstances. The registered guest is financially responsible for all individuals or pets at their site for any/all damage to the RV Park and Fairgrounds Complex.

These rules are for health, cleanliness, legality and welfare of all.

MANAGEMENT RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND. MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES, REGULATIONS AND FEES WHEN NECESSARY.

We know most RV'ers to be some of the most helpful, honest and kind people in the world with good common sense, needing no written rules as they already honor the welfare and rights of others. These rules are to guide those who do not yet respect the property and rights of others.

THIS PROPERTY IS UNDER 24 HOUR VIDEO SURVEILLANCE. EQUIPMENT IN USE IS TO AID IN THE PROSECUTION OF ANY CRIMES COMMITTED AGAINST THESE PREMISES.

WITNESS our signatures as of the day and date first above stated.

LESSOR: Phillips County Harvest Park RV Campground

LESSEE: _____

Print Name/Phone Number

Signature/Date

=====

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Attachment
F

PHILLIPS COUNTY FAIRGROUNDS & COURTHOUSE SQUARE FACILITY USE AGREEMENT

Person/Group _____	Date of Request _____
Authorized Agent of Group _____	Phone # _____
Address _____	Cell # _____

Type of Program _____	Number of attendees _____
Date(s) of Event _____	

Facilities Requested

Fee Due

- | | | |
|--|-----------------------------------|----------|
| <input type="checkbox"/> Harvest Park Camping Space | Rental Rates: | |
| _____ Spaces (46) | \$25/first day, then \$20/per day | \$ _____ |
| <input type="checkbox"/> Hookups (water, electricity, sewer) | \$140/7 days, \$450/28 days | \$ _____ |
| Note: Harvest Park has 50 amp, 120/240 volt receptacles. | | |
| If you need any other type, you must supply your own adapter (available locally). | | |
| <input type="checkbox"/> Homesteaders' Park | \$ 50/day reservation | \$ _____ |
| Deposit (cleaning/damages) | \$100/day | \$ _____ |
| <input type="checkbox"/> Grandstands & Arena | \$200/day | \$ _____ |
| Lights | \$ 50/day | \$ _____ |
|
 | | |
| <input type="checkbox"/> Midway Area - electric | \$ 10/day | \$ _____ |
|
 | | |
| <input type="checkbox"/> Courthouse Square | \$100/day | \$ _____ |
| Electric hookups | \$ 50/day | \$ _____ |
| Bathrooms | \$ 25/day | \$ _____ |

Person responsible for cleaning _____

Fees can be waived with commissioners' approval.

TOTAL FACILITY USE PAYMENT DUE: _____ **PAID:** _____

I/We, _____, agree that I/we are being permitted and granted the right by the County to participate in and to use County facilities for the purpose of _____. In consideration of such use and permission, I/we do hereby agree to assume all risk and full liability for any injury or damage, including any due to the electrical connection, incurred by such usage and participation and hereby hold harmless the City of Holyoke and the County of Phillips.

Signature: _____ Date: _____

Approved: _____ Date: _____

TRASH FOR BALER

Minimum charge per load	8.00 ($\leq 500\#$)
Compactor truck	36.00 / ton
Car trunk load	8.00 min + 0.017809 over 500#
Pickup box load &/or average size trailer	8.00 min + 0.017809 over 500#
All other loads with trash for the baler	8.00 min + 0.017809 over 500#

OUT OF COUNTY - All trash

Additional 0.011 / pound

TIRES & APPLIANCES (per item)

Tire Charges

Car tire	4.50
Car tire on rim	14.50 plus weight charge
Truck tire	11.00
Truck tire on rim	32.50 plus weight charge
Super single truck	20.00
Pivot irrigation	20.00
Tractor tire up to 18.4	40.00
Large tractor tire & small loader tire (19.5x24, 20.5x35, 20.8, 23.1x30, metric 520 or 620)	80.00

Appliances

4.50 plus weight charge

***Only Appliances with FREON removal certification tag will be accepted.
 ***Appliances with FREON will not be accepted.

METAL

Metal only loads	16.50 / ton
Mixed load	36.00 / ton

OTHER TRASH

Plastics	36.00 / ton
Grain Bags	36.00 / ton
Shingles	36.00 / ton
Wood chips/Hog Waste	36.00 / ton
Grain dust	36.00 / ton
Grain only	36.00 / ton
Contaminated Soil	36.00 / ton

Automobile Bodies with title or legal bill of sale 0.011 / pound, plus tire charge

If tires are brought in a mixed load, there will be a weight charge plus the tire charge.

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See back page for more fees!

Attachment
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UNPROCESSED WOOD & CEMENT (straight loads)

Pickup box load or average trailer size	8.00
Long/big size trailer	14.50
Straight farm truck load	29.00
Tandem trailer	38.50
Semi-trailer	77.00

PROCESSED WOOD (Straight loads only) 55.00/ton
 Both trees and cement must be separated from all other trash or the load will be rejected.

SORTING FEE(S)

Pickup box load	11.00
Long box/big trailer	22.00
Straight farm truck	22.00
Roll offs	44.00

***Sorting Fees to be determined by Landfill Personnel - (no less than \$11.00 - no more than \$110.00)**

Unsecured loads (as determined by Landfill Personnel)

Unsecured load fee for construction debris	110.00
Unsecured load fee for all other trash	33.00
*any items that might blow out of the conveyance vehicle	

Grass clippings from a commercial hauler will NOT be accepted.
Charged accounts will be required to sign an agreement.

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Attachment
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Phillips County Landfill
22739 Co Rd 29
Holyoke, CO
970-854-2166

Roll Off Rates & Terms of Use

Option 1: \$220 for 2 weeks. \$50 delivery fee for 1st time renting. \$20 delivery fee for any following rentals.

Option 2: \$22.00 (2 day minimal) for daily rate. \$50 delivery fee each time.

Each option above will also have a weight charge (\$36.00 per ton) when picked up. The charge will be based on the boxed contents. Please see additional sheet with current fees for the landfill.

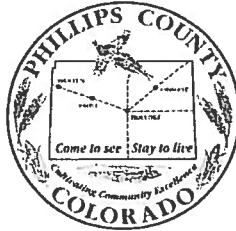
Roll off containers are automatically hauled when your time is up. You will be given a courtesy call one day before your pickup. At that time, you can extend your rental for any above options, if approved by Landfill personnel. You may also call our office for a pick up if service is needed before the 2 week period. If you call before your two weeks is up to have the box picked up for good, there are no prorated refunds. Landfill hours are Tuesday through Saturday 8:00 am to 3:30 pm. Typically, all pick up requests made before 1:00 pm will be completed on the same day.

Items banned from disposal in roll off containers:

- Freon appliances
- Tires
- Liquids of any form
- Hazardous waste
- Cement
- Electronics (Unless notified to Landfill personnel)

Banned items cannot be placed in roll off containers. Tires can be hauled directly to the landfill by the customer but cannot be placed in the roll off container. There are separate, additional charges for the tires. If you have any questions about an item, please call the office and we will assist you with disposal options.

All contents must be level with the top of the box.

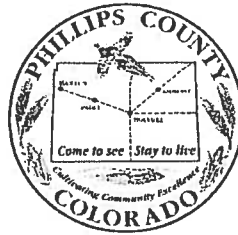


Phillips County Landfill
E-Waste Recycling Price List

Keyboards, mice and cables	
Cell phones	NO CHARGE
Software	
Palm pilot, PDA	
<hr/>	
Video or digital camera	
Computer tower / CPU	
Laptop computer	
Landline telephones	\$2.50
Car stereos	
Video games system	
Satellite boxes	
<hr/>	
Desktop copier	
Server	
Desktop printer, ink jet	\$5.50
Fax machine	
VCR, DVD, home stereos	
Universal power supply	
<hr/>	
Computer monitor	
13" - 46" TV	
59"+ TV	\$9.00
Console TV	
Projection TV	
<hr/>	
Large commercial computer equipment	\$33.00
Large copy machines, etc	
All Samsung equipment	NO CHARGE

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AGREEMENT TO CHARGE AT PHILLIPS COUNTY LANDFILL

This agreement made and entered into on this _____ day of _____, 20____, by and between PHILLIPS COUNTY, COLORADO, acting by and through the Board of County Commissioners, 221 South Interoccean Avenue, Holyoke, Colorado 80734. Hereinafter referred to as "County", and

_____ and or _____

Name

Business

Mailing Address

City, State, Zip Code

(____)____-____
Telephone

Hereinafter referred to as "Customer".

"Customer" hereby agrees to pay to the county all charges made at the Phillips County Landfill any given month by the 20th day of the following month.

In the Event "Customer" is in default in payment of charges, the County may suspend "Customer's" use of Phillips County Landfill. Any returned check is considered as default in payment. Any costs to collect delinquent charges will be paid by "Customer".

EFFECTIVE: January 1, 2018 – The fee for landfill clients who charge and do not pay when payment is due will be charged a minimum of \$10 or 2% per month, whichever is greater.

"Customer" hereby has read and agrees to the above terms.

Customer

Date

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