



**Rob Oquist** - Commissioner Dist. 1  
**Tim Knabenshue** - Commissioner Dist. 2  
**Jim Baldwin** - Commissioner Dist. 3  
**Amy White-Tanabe** - County Administrator  
**Nathan Shultz** - County Attorney

## Otero County Board of Commissioners

# AGENDA

April 8, 2024

1. Pledge of Allegiance
2. Call to Order
3. Presentations
  - a. Danny Chavez, OCLI Chair
4. Public Comment (limit of 3 minutes)
5. Consent Agenda. *The Chair will remove any Consent Agenda item upon request by any Commissioner or assigned staff. Items removed upon request will be considered separately by the Board immediately following the action on the remaining Consent Agenda, be continued to another meeting date, or handled in a manner otherwise determined at the discretion of the Board.*
  - a. Approval of Minutes
  - b. Approval of Bills & Payroll
6. Old Business
7. New Business
  - a. Resolution 2024-07 Stance Against the Sale of Agricultural Water for Municipal Use, Upholding Personal Property Rights
  - b. 2024 Memorandum of Understanding – 16<sup>th</sup> Judicial District Attorney
  - c. Bid Acceptance – Network Infrastructure
8. Departmental Reports
9. Commissioners Report
10. Discussion
11. Announcements

March 25<sup>th</sup>, 2024

The Board of County Commissioners now meets pursuant to adjournment.

Present:	Rob Oquist	Chairman
	Tim Knabenshue	Commissioner
	Lynda Scott	Clerk

Guests in attendance in person: Adrian Hart and Jennifer Rife.

Chr. Oquist asked everyone to stand for the Pledge of Allegiance.

Chr. Oquist called the regular meeting to order.

Chr. Oquist called for approval of the consent agenda. The agenda includes approval of the minutes from March 11<sup>th</sup>, 2024, bills, and payroll for March 1<sup>st</sup> to March 15<sup>th</sup>, 2024. The consent agenda also includes the Financial Statement-Department of Human Services, Ending February 29, 2024; EMS Council Appointments of Andy Hartless and Shawn Swope; and SECRETAC Appointment of Shawn Swope. Co. Knabenshue motioned to approve the consent agenda. Chr. Oquist seconded. Motion carried.

Chr. Oquist presented the Intergovernmental Agreement (IGA) between Bent County and Otero County concerning Housing Prisoners in the Bent County Jail- Housing of Detainees. Co. Knabenshue motioned to approve of the IGA. Chr. Oquist seconded. Motion carried.

Clerk Scott reported that the Risk Limit Audit (RLA) went well, and the election was closed out Monday afternoon.

Co. Knabenshue shared that he attended several meetings. The ones noteworthy were the OPI/OCLI meeting, meetings concerning water, and the Detention Center.

Chr. Oquist shared that he attended several of the same meetings as Co. Knabenshue. On Friday he attended a meeting with the Ft. Carson/Pinon Canyon Commanding General in Trinidad, CO., he felt it was a good meeting and that the General seemed to be genuine in his concern for the area.

Jennifer Rife announced that the Otero County Offices & Landfill will be closed on Friday the 29<sup>th</sup> 2024 for Good Friday.

With no further business, the Board adjourned the meeting.

Next meeting will be Monday, April 8<sup>th</sup>, 2024, at 1:30 pm.

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Clerk

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Chairman

OTERO COUNTY PAYMENTS  
MARCH 16 THROUGH MARCH 31, 2024

Check #	Vendor	Description	Department	Amount
128258	A CUT ABOVE PEST CONTROL, LLC	MAINTENANCE CONTRACTS	LAND USE/G&B/R&B	141.00
128259	ACM DIESEL, LLC	PARTS/SERVICE	R&B	1,981.81
128260	BENT COUNTY AMBULANCE SERVICE	MEDICAL SERVICES	JAIL	150.00
128261	BENT COUNTY PUBLIC HEALTH	RENT	SEP	225.00
128262	BLACK HILLS ENERGY	UTILITIES	R&B	657.87
128263	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	467.00
128264	CCNC, INC.	DUES & MEETINGS	SHERIFF	100.00
128265	CITY OF LA JUNTA	PURCHASED SERVICES-COMM	E911	709.75
128266	CITY OF LA JUNTA - UTILITIES	UTILITIES	VARIOUS	6,346.89
128267	CITY OF ROCKY FORD	UTILITIES	LAND USE	131.73
128268	DEEP ROCK	OPERATING SUPPLIES	SHERIFF	89.44
128269	GOBIN'S INC	OPERATING	HEALTH	143.22
128270	GREAT AMERICA LEASING CORP.	CTC GRANT	HEALTH	84.94
128271	HANCOCK FROESE & CO., LLC	CONTRACT SERVICES	SMALL BUSINESS DEVELOP.	880.00
128272	INDUSTRIAL HEALTH SERVICE, INC	PRE-EMPLOYMENT COSTS	SHERIFF/JAIL/R&B	232.00
128273	JOHN DEERE FINANCIAL	PARTS/SERVICE	R&B	519.80
128274	KIMBALL MIDWEST	PARTS/SERVICE	R&B	1,072.83
128275	LEONARD TAFOYA	TRAVEL	ADULT SERVICES	474.00
128276	OFFICE DEPOT, INC	OFFICE SUPPLIES	SHERIFF/HEALTH	512.08
128277	O'REILLY AUTO PARTS	REPAIR/MAINT-MOTOR VEHICLES	TRANSPORT	11.98
128278	OTERO COUNTY COMMISSIONERS	RENT	ADULT SERVICES	2,646.00
128279	OTERO COUNTY SOCIAL SERVICES	OPERATING	ADULT SERVICES	116.38
128280	PERKINS MOTOR - LA JUNTA	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF	465.50
128281	PERKINS MOTOR COMPANY, INC.	PARTS/SERVICE	R&B	331.50
128282	ROCKY FORD DAILY GAZETTE	ADVERTISING/LEGAL NOTICES	TREASURER	164.85
128283	SHRED AMERICA COLORADO	DOCUMENT SHREDDING	ADMIN/ADULT SERVICES	41.20
128284	SOUTHERN TIRE MART LLC	TIRES	R&B	3,161.91
128285	TASC	FEES	MEDICAL TRUST	309.60
128286	TASCOSA OFFICE MACHINES, INC	CAPITAL OUTLAY/OPERATING	INTERNAL SVCS/ADULT SVCS	5,879.93
128287	TRIAD COMPUTER SERVICES, INC	SOFTWARE/HARDWARE RENTAL	SHERIFF	499.90
128288	VALLEY PLUMBING & HEATING, INC	MAINT/REPAIRS-215 RATON	G&B	294.96
128289	VANESSA ROMERO	TRAVEL	ADULT SERVICES	121.37
128290	VIAERO WIRELESS	TELEPHONE	VARIOUS	4,224.51
128291	WALMART / CAPITAL ONE	OPERATING SUPPLIES	SHERIFF	87.81
3122	16TH JUDICIAL DISTRICT	16TH JUDICIAL DISTRICT	INTERGOVERNMENTAL	43,272.61
3123	BNSF RAILWAY COMPANY	PARKS & REC FACILITIES	ADMIN	164.99
3124	DIGITCOM ELECTRONICS, INC	RADIO REPAIR	SHERIFF	208.76
3125	EATON SALES & SERVICE, LLC	PARTS/SERVICE	R&B	2,326.10
3126	ELSIE MAE KLEIN	TRAVEL	ADULT SERVICES	348.00
3127	FLOYD R WARD JR	TRAVEL	ADULT SERVICES	235.00
3128	GALLS, LLC	UNIFORMS	SHERIFF/JAIL	140.85
3129	GREGGORY PORTCH	TRAVEL	ADULT SERVICES	110.00
3130	IVOR JOHN HILL	CONTRACT SERVICES	ASSESSOR	375.76
3131	JACKI SHERIFF CLARK	TRAVEL	ADULT SERVICES	125.00
3132	JOHNETTE SUE FULLER	TRAVEL	ADULT SERVICES	515.00
3133	MARDONA L MORELAND	TRAVEL	ADULT SERVICES	99.00
3134	NEWMAN TRAFFIC SIGNS	SIGNS	R&B	599.05
3135	PSA WORLDWIDE CORP	STEPP GRANT	HEALTH	1,226.90
3136	QUILL CORPORATION	OFFICE SUPPLIES	ADMIN/R&B	719.34
3137	SANDRA LEE ESTEP	TRAVEL	ADULT SERVICES	495.00
3138	SHELLY R BAUER	TRAVEL	ADULT SERVICES	15.00
3139	THE HOME DEPOT PRO	BUILDING MAINT/REPAIRS	G&B/JAIL	537.43
3140	TYLA T HIATT	TRAVEL	ADULT SERVICES	99.80
				84,890.35

Check #	Vendor	Description	Department	Amount
128258	A CUT ABOVE PEST CONTROL, LLC	MAINTENANCE CONTRACTS	LAND USE/G&B/R&B	141.00
		Fund Summary		
		010 - GENERAL FUND		54,221.98
		011 - SMALL BUSINESS DEVL P RLF		880.00
		020 - ROAD & BRIDGE FUND		11,729.96
		025 - MEDICAL TRUST FUND		309.60
		040 - AAA FUND		602.87
		050 - DETENTION CENTER FUND		252.42
		065 - INTERNAL SERVICES FUND		5,615.00
		070 - GENERAL HUMAN SERVICES		7,106.71
		080 - HEALTH FUND		3,297.07
		085 - CONSERVATION TRUST FUND		164.99
		095 - E-911		<u>709.75</u>
				<u>84,890.35</u>

STATE OF COLORADO )  
 ) ss.  
County of Otero )

At a Regular Meeting of the Board of County Commissioners for Otero County, Colorado, held at the Courthouse in La Junta, Colorado, on the 8<sup>th</sup> day of April, A.D., 2024, there were present:

- Rob Oquist, Chairman
- Tim Knabenshue, Commissioner
- Jim Baldwin, Commissioner
- Lyn Scott, Clerk to the Board
- Amy White-Tanabe, County Administrator

when the following proceedings were had and done, to-wit:

**Resolution #2024-07**

**STANCE AGAINST THE SALE OF AGRICULTURAL WATER FOR MUNICIPAL USE,  
UPHOLDING PERSONAL PROPERTY RIGHTS**

**WHEREAS**, the Otero County Commissioners recognize and deeply value the significance of agriculture to our local economy and the sustainability of the Arkansas Valley; and

**WHEREAS**, water stands as the lifeblood of agriculture in our region, nourishing our farms, ranches, and livelihoods; and

**WHEREAS**, the bedrock of our society lies in the absolute rights of personal property, including the right to make decisions about one's property; and

**WHEREAS**, despite our disagreement with the sale of agricultural water for municipal use, we acknowledge and respect the right of property owners to make choices in accordance with their personal property rights; and

**WHEREAS**, the practice of diverting agricultural water to urban areas weakens our agricultural sector and diminishes the robustness of our local economy as a whole; and

**WHEREAS**, the redirection of agricultural water undermines our ability to fulfill our duty in feeding our nation; and

**WHEREAS**, the Board of County Commissioners of Otero County desires to support personal property rights, but desires to stand resolute against the sale of agricultural water for municipal use.

**NOW THEREFORE, BE IT RESOLVED**, by the Otero County Board of Commissioners that:

1. Otero County Commissioners assert their opposition to the sale of agricultural water for municipal use while fervently upholding the integrity of personal property rights.
2. Be it further resolved that the Otero County Commissioners reiterate their unwavering commitment to safeguarding agricultural water resources within the Arkansas Valley for agricultural purposes, thereby ensuring the vitality of our farms, ranches, and communities.

Adopted this 8th day of April, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
OTERO COUNTY, STATE OF COLORADO:

\_\_\_\_\_  
Clerk & Recorder

\_\_\_\_\_  
Rob Oquist, Chairman

\_\_\_\_\_  
Tim Knabenshue

\_\_\_\_\_  
Jim Baldwin

**MEMORANDUM OF UNDERSTANDING**  
**(2024 Fiscal Year)**

This Memorandum of Understanding is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **16<sup>th</sup> Judicial District Attorney**, hereafter referred to as the "D.A.", and **Bent County, Colorado, Crowley County, Colorado, and Otero County, Colorado**, hereafter referred to as "Counties".

This agreement is to provide an understanding on how funds from the three counties in the 16<sup>th</sup> Judicial District are provided to the D.A.'s office for calendar year 2024. The agreement will identify responsibility for such items as expenditures, payroll, and revenues.

NOW THEREFORE, in consideration of their mutual promises to each, stated below, the parties hereto agree as follows:

1. The term of this MOU is January 1, 2024, until December 31, 2024; however, this MOU is not valid until it has been approved by all parties' authorized designees. The other provisions of this agreement, notwithstanding financial obligations of the Counties payable after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. The Counties are prohibited by law from making financial commitments beyond the term of the current fiscal year.

2. Under C.R.S. 20-1-302, the District Attorneys of each judicial district in the State of Colorado shall be entitled to collect and receive at the end of each month, of and from the respective counties in the District Attorney's judicial district, the necessary expenses of maintaining an office for the transaction of official business. The three counties associated with this MOU will be responsible for their percentage contribution as identified hereafter.

3. The D.A. understands and acknowledges that he is responsible to utilize the funds supplied by the Counties in a fiscally responsible fashion and in accordance with the budget presented by the D.A. to the Counties and approved by the Counties. Further, the D.A. acknowledges that it is his responsibility to provide appropriate accounting for his revenues and expenditures so that his fiscal operations can be appropriately audited and confirmed.

4. The D.A. understands that the D.A.'s office is responsible for providing health, liability and Workers' Compensation insurance to employees. These insurances will be available through one of the three Counties or can be obtained independently, as determined and negotiated by the D.A.

5. If the D.A.'s office chooses to obtain health insurance through one of the three Counties, the D.A. will be responsible for and adequately budget for any necessary increases in premium cost caused to the County in question.

6. The D.A. acknowledges that all operating expenses of his office, including, but not limited to, the expenses for salary, FICA, taxes, Social Security, life insurance, and retirement will be paid through the D.A.'s office. The D.A. will be required to report to the Boards of County Commissioners in the three-county region on a quarterly basis the status of payroll taxes, proof of filing other taxes, and any additional reports requested by the Boards of County Commissioners.

7. The D.A. shall report any changes in employee status immediately to the entity that is contracted to provide health insurance for said employees.

8. The D.A. is solely responsible for all administrative procedures and policies regarding his staff.

9. The D.A. shall provide a copy of his annual audit to the three Counties within one week after the D.A. receives the same.

10. The D.A. shall provide financial statements to the Boards of County Commissioners in the three-county region on a monthly basis, such financial statements to include profit and loss statements (if applicable), balance sheets, general ledger reports, budget vs. actual report, and any additional financial reports requested by the Boards of County Commissioners.

11. As provided under Colorado law, nothing shall prevent any county or governmental entity from agreeing to fund programs, projects, personnel, or salaries that are in addition to the funds provided for the reasonable and necessary expenses of the District Attorney so long as such is done with the agreement of the relevant Boards of County Commissioners.

12. The agreed upon yearly percentage owed by each County as of the date of this MOU is as follows: Bent County 18.69%, Crowley County 18.69% and Otero County 62.62%. These percentages are documented and agreed upon by the Boards of County Commissioners during yearly preliminary budget meetings.

13. The Counties agree to pay to or on behalf of the D.A. the following amounts:

A. ANNUAL ALLOCATION:

The annual allocation for the D.A.'s office for 2023 was \$829,242.00. For 2024, that amount shall be increased by 21% (\$174,092.00) for a total of \$1,003,334.00. This substantial increase is intended to assist the D.A.'s office with recruitment to fill currently unfilled positions. Any unspent revenue appropriated for salary will be taken



into account when formalizing the 2025 budget. The annual allocation from the three counties shall be paid as follows:

Bent County will be responsible to pay 18.69% of the annual allocation, or \$187,530.00; Crowley County will be responsible to pay 18.69% of the annual allocation, or \$187,530.00; and Otero County will be responsible to pay 62.62% of the annual allocation, or \$628,284.00, such sums to be paid on a monthly basis, as follows:

Bent County will pay \$15,627.50; [ $\$187,530 \div 12$ ]  
Crowley County will pay \$15,627.50; [ $\$187,530 \div 12$ ] and  
Otero County will pay \$52,357; [ $\$628,284 \div 12$ ]

The monthly payments shall be paid to the D.A. beginning on January 15, 2024, and on the 15<sup>th</sup> day of each month thereafter through December, 2024.

**B. UTILITIES:**

In addition to the annual allocation, the Counties will pay all utilities for the D.A.'s Offices for the year 2024, estimated to be approximately \$18,000.00.

Bent County will be responsible to pay 18.69% of the utilities; Crowley County will be responsible to pay 18.69% of the utilities, and Otero County will be responsible to pay 62.62% of the utilities, such sums to be paid on a monthly basis, as follows: pursuant to a separate agreement between the Counties and Otero Partners, Inc., (OPI), OPI will provide a monthly invoice to each County with a breakout of the amount each owes for utilities according to the percentages shown above.

Beginning in January, 2024, and running through December, 2024, each County will make payment to OPI in accordance with the monthly invoice sent to each County.

**C. LOAN PAYMENT/COUNTRY MANOR, INC.:**

Further, in addition to the annual allocation and the payment of the D.A.'s utilities, the Counties will be responsible to pay the **D.A.'s portion** of the loan payment to Country Manor, Inc., in the sum of \$38,490.12 (2024 annual total). Bent County will be responsible to pay 18.69% or \$7,193.80; Crowley County will be responsible to pay 18.69% or \$7,193.80; and Otero County will be responsible to pay 62.62% or \$24,102.51, such sums to be paid on a monthly basis, as follows:

Bent County will pay \$599.48; [ $\$7193.80 \div 12$ ]  
Crowley County will pay \$599.48; [ $\$7193.80 \div 12$ ] and  
Otero County will pay \$2,008.55 [ $\$24,102.51 \div 12$ ]

[NOTE: this represents the D.A.'s portion of the monthly loan payment for 2024 only.]

Pursuant to the terms of a Loan Agreement between the three Counties and Country Manor, Inc., Bent County, Crowley County, and Otero County pay the following sums to Country Manor, Inc., on a monthly basis:

Bent County pays \$420.53  
Crowley County pays \$420.53  
Otero County pays \$1408.95

Thus, the total monthly payment to be made by the Counties each month for the period January, 2024, through December, 2024, is:

Bent County will pay  $\$420.53 + \$599.48 = \$1020.01$   
Crowley County will pay  $\$420.53 + \$599.48 = \$1020.01$   
Otero County will pay  $\$1408.95 + \$2008.55 = \$3417.50$

[NOTE: this represents the entire monthly loan payment.]

Pursuant to a separate agreement between the Counties and OPI, the Counties will make payment to OPI by the 15<sup>th</sup> day of each month commencing January 15, 2024, and OPI will in turn make payment to Country Manor, Inc., by the 22<sup>nd</sup> day of each month, 2024, said payments to continue through December, 2024.

14. The parties acknowledge and agree that the D.A. will enter into a Lease Agreement with Otero Partners, Inc., concerning the D.A.'s Offices; however, all parties agree that the D.A. will not be required to pay any rent to OPI or the Counties during the year 2024.

15. The Parties may prospectively increase or decrease the amount payable under this MOU through a "Limited Amendment". To be effective, the Amendment must be in writing and signed by all Parties.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. The parties agree that the effective date of this agreement shall be January 1, 2024.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding (MOU) on the day first above written.

ATTEST:

OTERO COUNTY  
A Governmental Entity

\_\_\_\_\_  
Otero County Clerk and Recorder

By \_\_\_\_\_  
ROB OQUIST  
Chairman, Board of County Commissioners of Otero  
County, Colorado

ATTEST:

BENT COUNTY  
A Governmental Entity

\_\_\_\_\_  
Bent County Clerk and Recorder

By \_\_\_\_\_  
JEAN SYKES  
Chairman, Board of County Commissioners of Bent  
County, Colorado

ATTEST:

CROWLEY COUNTY  
A Governmental Entity

\_\_\_\_\_  
Crowley County Clerk and Recorder

By \_\_\_\_\_  
BLAINE ARBUTHNOT  
Chairman, Board of County Commissioners of  
Crowley County, Colorado

16<sup>th</sup> Judicial District Attorney

\_\_\_\_\_  
William J. Culver

STATE OF COLORADO            )  
  ) ss.  
County of Otero                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **William J. Culver, 16<sup>th</sup> Judicial District Attorney.**

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

4/8/2024 to 4/12/2024

# Commissioner's Calendar

Mon 8	Tue 9	Wed 10	Thu 11	Fri 12
0 AM				
Public Works/Facility Debbie Bogner			CCI Steering Committee	CCI Steering Committee
0:30 AM		RESADA - RO		
Department of Human Services / RO, TK, JB, DR, AT Room 212	SEWCD			
1:30 AM				
Administration / RO, TK, JB, AT Room 212		Ark River Basin Roundtable / JB		
2:30 PM	Construction Conference			
0 PM	Department of Human Services Room 107 or	Otero County Board of Room 107 or		
0 PM	Joey Gacnik - USDA			Manley Retirement IF
0 PM				
0 PM		Historic Preservation Room 107		
0 PM				

4/15/2024 to 4/19/2024

### Commissioner's Calendar

Mon 15	Tue 16	Wed 17	Thu 18	Fri 19
AM				
AM				
1 AM				
1 AM				
1 AM				
1 PM				
1 PM				
1 PM				
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PM				
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