

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
1198 W. Victory Way Craig, Colorado 81625
(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, April 23, 2024

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) April 9 (pgs 3-5)

Resolutions:

- b) 2024-47: Accounts Payable (pg 6)
- c) 2024-48: Voided Warrants for the month of April 2024 (pg 7)
- d) 2024-49: P-cards (pg 8)
- e) 2024-50: Payroll (pg 9)
- f) 2024-51: Transfer of Intergovernment Funds for the month of April (pg 10)

Contracts & Reports:

- g) Landfill Farming Lease (pgs 11-17)
- h) Maybell Park/Sani-Star Dump Station license & service agreement (pgs 18-23)
- i) Fair Entertainment Agreement – Demolition Derby (pgs 24-30)

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

Public Comment/General Discussion:

Staff Reports:

Presentation(s):

- 1) National Day of Prayer – Julie Grobe (pg 31)
 - Annual Proclamation
- 2) Advocates – Monique Williams
 - Denim Day Annual Proclamation (pg 32)



1:11 PM 4/19/2024

- 3) AGNC – Matt Solomon
 - AGNC Grant Program update
- 4) Land Use Board – Steve Hinkemeyer
 - Resolution 2024-46: No Net Loss of Private Lands Policy (pgs 33 & 34)

Adjournment

The next scheduled BOCC meeting will be Tuesday, May 14, 2024 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/uGzpDhh4Kzg?feature=share>

OR

<https://www.youtube.com/channel/UC0d8avRo294jia2irOdSXzQ>

**** Agenda is Subject to Change until 24 hours before scheduled Hearings****

The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings



1:11 PM4/19/2024

Moffat County Board of County Commissioners
1198 W Victory Way Ste 104 Craig, CO 81625

April 9, 2024

In attendance: Melody Tony Bohrer, Chair; Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Angie Boss; Chris Nichols; Bruce White; Candace Miller; Jeff Comstock; Jess Binder

**Call to Order
Pledge of Allegiance**

Commissioner Bohrer called the meeting to order at 8:30 am

Bohrer made a motion to approve the agenda as presented. Villard seconded the motion. Motion carried 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) March 26
- b) March 26 – Board of Health

Resolutions:

- c) 2024-44: Accounts Payable
- d) 2024-45: Payroll

Contracts & Reports:

- e) Treasurer's Report
- f) Ratify Letter of Support – YVEA Transmission Capacity Expansion Study
- g) Quarterly Discharge Monitoring Report – Limestone Pit #10
- h) Public Health Records Retention Schedule Policy
- i) Public Health Cash Handling Policy
- j) PRCA Stock Contractor contract
- k) Logo & Branding Development service contract for Craig/Moffat County Airport

Bohrer made a motion to approve the consent agenda items A-K. Villard seconded the motion. Motion carried 3-0.

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

Public Comment/General Discussion:

There was no public comment or general discussion.

Board of County Commissioners

Appoint Maybell Volunteer Fire Department Advisory Board seat (see attached)

Mark Graham submitted a letter of interest for an open seat on the Maybell Volunteer Fire Department Advisory Board.

Broom moved to appoint Mark Graham to the Maybell Volunteer Fire Department Advisory Board. Villard seconded the motion. Motion carried 3-0.

Staff Reports:

Road & Bridge Department - Bruce White

- Bid recommendation: Tractor/Truck (2) (see attached)

One bid was received for two 2024 tractor/trucks from Peterbilt of Wyoming for \$186,211.00 each, for a total of \$372,422.00. The budgeted amount for these trucks is \$440,000. These two tractor/trucks would replace a 1993 tractor and a 1997 end dump truck that are currently in use. Instead of using these for trade-ins, the Road & Bridge Department is looking into putting them into an auction to hopefully realize a higher return. After reviewing the bid/quote, and finding all specifications have been met, the Road & Bridge Department recommended awarding the bid to Peterbilt of Wyoming.

Broom moved to accept the recommended bid from Peterbilt of Wyoming for 2) 2024 tractor/trucks for \$372,422.00. Villard seconded the motion. Motion carried 3-0.

Office of Development Services – Neil Binder & Colorado Extreme Hockey- Sheldon Wolitski (ZOOM)

- Bid recommendation: Loudy-Simpson Park Ice Arena management (see attached)

Bohrer asked that Binder give a brief overview of how we got to this point.

Binder explained that over the last year or so the County has been examining ways that the Loudy-Simpson Park Ice Arena could be utilized more effectively for the benefit of more of the community. An RFP was put out for an ice operations facility manager to have not only more open time, but upgraded activities, as well. One bid was received from Colorado Extreme Hockey, based out of Carbondale. Binder turned the floor over to Wolitski to elaborate on their experience and programs. It is proposed that Colorado Extreme Hockey would take over management of the Ice Arena in late August. The annual lease payment would be \$1000 a year and they would be responsible for all aspects of operations and programming. Binder said that this initial three-year lease (with the option for a five-year extension following that) will be a rough savings to the County of approximately \$110,000.

Villard moved to award the bid to Colorado Extreme Hockey as presented. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:47 am

The next scheduled BOCC meeting is Tuesday, April 23, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-47
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF APRIL 2024

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	4/23/2024		
General	110	<u>\$108,449.11</u>	CR	0010.7000
Road & Bridge	200	<u>\$97,021.99</u>	CR	0020.7000
Landfill	240	<u>\$21,849.79</u>	CR	0070.7000
Airport	260	<u>\$6,479.03</u>	CR	0120.7000
Emergency 911	270	<u> </u>	CR	0350.7000
Capital Projects	510	<u> </u>	CR	0160.7000
Conservation Trust	211	<u> </u>	CR	0060.7000
Library	212	<u>\$5,482.31</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$93.00</u>	CR	0280.7000
Health & Welfare	720	<u>\$152,822.02</u>	CR	0080.7000
Senior Citizens	215	<u>\$246.96</u>	CR	0170.7000
Internal Service Fund	710	<u>\$576.09</u>	CR	0325.7000
Lease Purchase Fund	410	<u> </u>	CR	0175.7000
NCT Telecom	520	<u> </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$3,510.00</u>	CR	0320.7000
PSC - JAIL	210	<u>\$49,238.21</u>	CR	0072.7000
Human Services	220	<u>\$5,282.56</u>	CR	0030.7100
Public Health	250	<u>\$3,095.29</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$7,960.45</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$150.00</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$241,629.98</u>	CR	0169.7000
Sunset Meadows II Security	920	<u> </u>	CR	0171.7000
Museum	229	<u> </u>	CR	0310.7000
ACET	275	<u>\$770.80</u>	CR	0040.7000
Shadow Mountain LID	530	<u> </u>	CR	0110.7000
MC Local Marketing District	231	<u> </u>	CR	0050.7000
To Fund				
Warrant		<u>\$704,657.59</u>	DR	

Adopted this 23rd day of April, 2024

Chairman

RESOLUTION 2024-48
 VOIDED WARRANTS RESOLUTION
 FOR THE MONTH OF APRIL

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

4.23.24

TO: WARRANT FUND 10-0000-2003 **\$ 150.00** dr

VOID FUND	WARRANT #		VENDOR NAME		
Sunset Meadows I Lost	438219	4.9.24	Sally Weber	\$	150.00

FROM: WARRANT FUND 10-0000-1001 **\$ 150.00**

Adopted this 23rd day of April, 2024

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Erin Miller, (Deputy) County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.

WITNESS my hand and seal this 23rd day of April, A.D. 2024

 County Clerk & Ex-officio

cr

RESOLUTION 2024-49
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF APRIL 2024

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	4/23/2024		
General	110	\$27,139.75	CR	0010.7000
Road & Bridge	200	\$650.70	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	\$3,137.87	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	\$800.94	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	\$2,935.94	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	\$1,635.06	CR	0166.7000
Mo Co Tourism Assoc	219	\$808.49	CR	0320.7000
PSC - JAIL	210	\$2,335.79	CR	0072.7000
Human Sevices	220	\$2,592.45	CR	0030.7100
Public Health	250	\$24,770.20	CR	0065.7000
Sunset Meadows I	910	\$277.40	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	\$286.11	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	\$611.64	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		\$67,982.34	DR	

Adopted this 23rd day of April, 2024

Chairman

RESOLUTION 2024-50
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 4/13/2024

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

Pay Date 4/26/2024

FROM FUND:			
General	0010.7000	\$269,657.76	cr
Road & Bridge	0020.7000	\$172,857.44	cr
Landfill	0070.7000	\$16,336.98	cr
Airport	0120.7000	\$791.50	cr
Library	0130.7001	\$11,712.22	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,024.30	cr
Mo Co Tourism	0320.7000	\$3,505.93	cr
PSC Jail	0072.7000	\$67,235.75	cr
Human Services	0030.7100	\$68,836.36	cr
Public Health	0065.7000	\$13,537.65	cr
SM I	0168.7000	\$4,550.50	cr
SM II	0169.7000	\$5,252.55	cr
TO FUND:			
Warrant	0100.1000	\$641,298.94	dr

Adopted this 23rd day of April, A.D. 2024

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify

RESOLUTION 2024-51
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF APRIL 2024

WHEREAS, The budget of Moffat County defines moneys that are to be cleared from the various funds.

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to clear the following sum of money between the funds as indicated:

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
PUBLIC HEALTH	144.56	GENERAL	144.56
TOTALS	<u>\$ 144.56</u>	TOTALS	<u>\$ 144.56</u>

Adopted this 23rd day of April, A.D. 2024

Chairman

COUNTY OF MOFFAT)
)κ

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.

WITNESS my hand and seal this 23rd day of April, A.D. 2024

Clerk & Recorder

LEASE AGREEMENT
FARMING LEASE

LESSOR: Moffat County, a Body Politic
Moffat County Courthouse
1198 West Victory Way, Suite 107
Craig, CO 81625

LESSEE: Floyd Gutierrez

Craig, CO 81625

PREMISES: The following described land, situated in the County of Moffat and State of Colorado, to wit:

All of that portion of land under cultivation in:
Lots 1, 2, & 3 of section 15
Lots 3 & 4 of Section 14

All in Township 6 North, Range 91 West of the 6th P.M.
Consisting of 156 Acres more or less.

TERM: This lease shall commence on the 1st day of May, 2024 and continue through December 31, 2028.

RENT: The annual rent shall be Two Thousand Dollars and 00/100 (\$2,000.00) payable on or before the 15th day of December, commencing May 1, 2024 and on the 1st day of March in 2025, 2026, 2027, 2028.

RECITALS

1. Lessor, the Board of County Commissioners of the County of Moffat, State of Colorado, holds title to the above-described premises and has the legal authority to enter into this lease, pursuant to C.R.S., 30-11-101 and 30-11-103.
2. Lessee desires to obtain a lease of the above-described for farming purposes.
3. Lessor has determined that it is in the best interest of Moffat County to lease the above-described premises to Lessee upon the terms and conditions enumerated below.

WITNESSETH THAT, for and in consideration of the rent reserved herein, and the other promises and agreements made by the parties hereto, Lessor does hereby lease and demise unto Lessee and Lessee does hereby accept and hire from Lessor the Premises above described, on the terms and conditions set forth herein, and the parties do hereby agree as follows:

1. PURPOSE: The leased Premises shall be occupied by Lessee for farming purposes only.
2. RENT: The annual rent shall be Two Thousand Dollars and 00/100 (\$2,000.00) payable on or before May 1, 2024 and on or before the 1st day of March in 2025, 2026, 2027, 2028.
3. TERM AND RENTAL DATE: The initial term of this Lease shall be five annual growing seasons, commencing May 1, 2024 and continuing through December 31, 2028. Rental payments shall be on or before the 1st day of March each year of the term, commencing May 1, 2024 and continuing through December 31, 2028.
4. TERMINATION: Either party may terminate this lease by giving written notice to the other party no later than March 31st of each calendar year of the term. Upon termination and if Lessee is not in default (see paragraph 12), Lessee shall retain the right to harvest the current crop and shall pay the Lessor for any unpaid share (Rent paragraph 2) of the harvested crop as soon as the harvest is completed. Upon Termination, Lessee shall be the owner of any crop that has not been harvested and will be responsible to harvest in a timely manner.
5. RESERVATION OF RIGHTS BY LESSOR: Lessor reserves the right to lay out, construct and maintain roads and ditches to develop a landfill on the Premises, and to lease the Premises for oil, gas and other minerals and to prospect for, mine and remove oil, gas and other minerals, as well as to prospect for, dig and remove gravel from the Premises. Lessor in no way covenants or agrees that this is the exclusive use of the land upon which the hay crop stands and specifically reserves the right to make whatever use of said property which Landlord, in its sole discretion, determines appropriate. Lessee's seeding and harvesting of the hay crop shall be the sole use of the premises granted to Lessor through this Lease.
6. TAXES: Lessee shall pay all *ad valorem* taxes assessed against Lessee's possessory interest in the Premises and for all sales taxes assessed against Lessee's sale of the produce by the State of Colorado or its political subdivisions.

7. WEED CONTROL OF THE PREMISES: It is agreed that Lessor will be responsible for maintenance of and payment for control of all weeds on the Premises. Moffat County Weed and Pest agrees to a one time application of herbicides prior to the growing season in 2024. It is further agreed that the timing of control will be determined by the Lessee in cooperation with Moffat County's Pest Management Department.

8. LESSOR'S OBLIGATIONS: Subject to Lessor's reservation of rights as set forth in paragraph 5 herein, Lessor, in consideration of the leasing of said Premises, covenants and agrees to grant Lessee peaceable and quiet enjoyment of the Premises during all times that Lessee is not in default of this Lease. Lessor undertakes no other obligation to Lessee, express or implied.

9. LESSEE'S OBLIGATIONS: Lessee, in consideration of the leasing of said Premises, covenants and agrees as follows:

- a. To pay the rent for said Premises as herein above provided.
- b. To assume the risk of loss or damage to Tenant's crop.
- c. To notify Dan Miller, Moffat County Road Department Director, prior to the removal of the standing hay crop from the premises and to make all arrangements for removal of the crop through Dan Miller.
- d. To use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, the City of Craig, including but not limited to zoning and building, and for no improper or questionable purpose whatsoever.
- e. To use said Premises for the farming purposes only.
- f. To not store any toxic substances or hazardous wastes on the Property. To not store and accumulate flammable explosives other than the fuel contained in motorized equipment legitimately stored on the Premises. Tenant will assume all costs associated with mitigating any damages caused by a violation of this covenant including, but not limited to, environmental cleanup, fines, penalties and attorney fees.

- g. To neither hold nor attempt to hold the Lessor liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to Premises and/or to adjacent property by reason of the negligence or default of the Lessee.
- h. To keep title to the Property free and clear of all liens, encumbrances and security interests, and to pay in full all persons who perform labor on the Property, and not to permit or suffer any mechanics' liens or materialmen's liens of any kind for any work done or materials furnished thereon at the request or demand of Lessee, or for the benefit or account of Lessee.

Lessee shall indemnify and save Lessor harmless from any breach of covenants contained herein.

10. PAYMENT/BILLING PROCEDURES: Lessee shall pay Lessor annual rent by May 1, 2024, and on or before the 1st day of March in 2025, 2026, 2027, and 2028.

11. ASSIGNMENT AND SUBLETTING: The Tenant shall not assign or sublet this Lease or any interest therein without the written consent of the Landlord having first been obtained. Unless such written consent has been obtained, any assignment, subletting or transfer of this Lease or of any interest therein shall, at the option of the Landlord, terminate this Lease and any purported assignment, transfer or subletting without such consent shall be null and void.

12. HOLD HARMLESS: Lessee shall hold the Lessor harmless from any claim or claims made by any person for injuries which may be suffered by such persons on the Premises by reason of the acts or omissions of the Lessee.

13. DEFAULT: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

- a. Vacating the Premises: The vacating or abandonment of the Premises by Lessee for a period of twelve (12) months.
- b. Failure to Pay Rent: The failure by Lessee to make any payment of rent as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Lessor to Lessee. If the failure to pay rent is not cured within three (3) days of such notice, this Lease shall terminate and Lessor shall not thereafter be required to accept subsequently tender cures.

- c. Failure to Perform: The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.
- d. Use of Premises for Non-Farming Purposes: The failure by Lessee to observe or perform the requirement that the sole use of the premises shall be for farming purposes.

14. REMEDIES: In the event of default or breach by Lessee as set forth in Paragraph 13 above, Lessor may at any time thereafter, with or without demand and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach, terminate Lessee's right to possession of the Premises by any lawful means, which shall include written notice to lessee that the Lease is terminated, whereupon Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from the Lessee all past due rents.

Failure by the Lessor to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by the Lessee. Acceptance of rentals by the Lessor from the Lessee, or performance by the Lessor under the terms hereof, for any period or periods after a default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppel of any right on the part of the Lessor to terminate this Lease for any subsequent failure by the Lessee to so perform, keep or observe any of said terms, covenants or conditions.

15. SURRENDER OF PREMISES: At the conclusion or termination of the Term or any renewal thereof, Lessee shall yield and deliver possession of the Premises and shall remove the personal property of Lessee. If any such property is not timely removed, Lessee may not re-enter the Premises without the permission of Lessor, which may be conditioned upon the payment of rent, including hold over rent.

16. NOTICE: All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by United States mail, to the party to be notified. Notice to Lessee shall be at the address set forth above. Notice to Lessor shall be at the address set forth above.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of legal process.

17. ENFORCEMENT OF AGREEMENT: In the event Lessor is required to enforce, defend and/or protect its rights under this Agreement, Lessee agrees that in addition to all other amounts which it might be required to pay, it will pay Lessor's costs of defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorney fees and costs.

18. BINDING EFFECT: This agreement shall be binding upon the heirs, successors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2024.

LESSOR

Moffat County, A Body Politic

By: _____
Tony Bohrer, Chairman

ATTEST:

Clerk to the Board

LESSEE

Floyd Gutierrez
Floyd Gutierrez

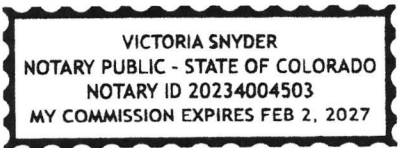
STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

The above and foregoing Lease was duly acknowledged before me this 15th day of April, 2024, Floyd Gutierrez.

WITNESS my hand and official seal.

My Commission Expires: _____

Victoria Snyder
Notary Public



SANI-STAR, LLC

LICENSE & SERVICE AGREEMENT

This License and Service Agreement ("Agreement") is between Sani-Star, LLC ("Sani-Star") and Moffat County ("Proprietor"), in Craig, Colorado with the intent to be legally bound, the parties agree as follows:

1. Equipment License.

- 1.1 **License Grant.** Sani-Star grants Proprietor a non-exclusive, non-transferable license to operate and maintain the Sani-Star automated RV dump payment system, which may include, the kiosk pedestal, kiosk housing, payment devices (may include: bill acceptor and/or credit card reader and/or coin & token acceptor) and, the Sani-Star patented locking cap, ("Equipment") for use by Proprietor's customers at the locations set forth on Exhibit A ("Locations"). This license grant provides Proprietor with the right to use the Equipment, consistent with Sani-Star documentation, to permit Proprietor's Customers to use the Equipment for dumping wastewater in the normal course of Proprietor's business. The parties shall execute a written Installation Acceptance upon completion of Sani-Star's installation of Kiosks at each Location.
- 1.2 **Set-Up/Equipment Package.** The Sani-Star Equipment package shall include, the kiosk pedestal, kiosk housing, payment devices (including: credit card reader, software, wireless data download wand and keypad) the Sani-Star patent pending locking cap, and the installation of such Equipment at proprietor's designated location. It does not include freight or installation of equipment (installation available for additional fee).
- 1.3 **Phone Support and Parts.** Sani-Star will provide necessary phone support ("Phone Support") and parts for the Equipment from time to time. Phone Support and parts services will commence following the installation date of the Equipment, as defined in Exhibit A, and continue for the full term of this Agreement. Proprietor shall notify Sani-Star of any need for Phone Support or parts by phone at Sani-Star's offices any time 24 hours a day 7 days a week.

2. Equipment Access & Use.

- 2.1 **Location Access.** Proprietor grants to Sani-Star the exclusive right to access, supply, operate, and maintain the Sani-Star automated payment dump station kiosk for use by Proprietor's customers at the designated Locations. If Sani-Star is installing equipment, proprietor grants Sani-Star the right to alter the site on which the Equipment is or will be installed, including but not limited to alterations such as concrete and asphalt removal, drilling of holes, adding gravel, and pouring concrete. Sani-Star shall have the exclusive right to supply, install, operate and maintain the Equipment on the Location(s), and Proprietor shall not permit the right, use or installation of any other equipment or operation of equipment by any other provider of a coin-operated, cash, or electronic payment dump station facility or otherwise on the Location(s) to any other entity (Including Proprietor) or person during the term of this Agreement. Proprietor represents and warrants that it is not bound by any existing agreement that conflicts with the rights granted hereunder.

3. Fees & Charges.

The Sani-Star Equipment package shall include, the kiosk pedestal, kiosk housing, payment devices (including: Keypad Only), the Sani-Star patented pending locking cap.

- 3.1 **Equipment License, Set-Up & Service Charge.** Proprietor agrees to pay the following fees and charges as applicable:
 - a. **Set-Up Fee:** \$2850.00 set-up and programming fee plus actual freight charges to customers designated location.
 - b. **Annual Service Fee:** \$1920 annually, may be paid monthly @\$160.00 per month for a term of sixty (60) months. Monthly service fees are due and payable on the first of each month following the Install Date of the Kiosk at each Location, and will continue monthly

for the term of the Agreement. A finance charge computed at the periodic rate of 1.5% monthly may be assessed on past due balances of thirty (30) days or more.

3.2 Customer Usage Fee. The imposition and collection of any Usage fee to be charged to Proprietor's customers for use of the Equipment will be the sole responsibility of Proprietor. This includes the collection of credit card data from the kiosk using the data download wand and the subsequent downloading procedure at proprietor's designated PC. The imposition, processing and collection of all credit card usage fees shall be the sole responsibility of Sani-Star. Sani-Star will pay, to proprietor, on a quarterly basis, 100% of all credit card revenues minus credit card and gateway fees based on the actual credit card revenues collected and supply appropriate reporting documentation. The initial vend price charged to Proprietor's customers for use of the Equipment will be: **\$10.00**

4. Term. This Agreement will commence upon execution by both parties ("Effective Date") and will continue until December 31, 2030. There will be an option to renew this agreement with the existing terms and conditions each year for 5 consecutive years with the term ending December 31 of each calendar year.

5. Appropriations:

- a. The Proprietor being a government agency has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- b. Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall *constitute current expenditures and revenues payable and receivable in the fiscal years for which funds* are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

6. Sani-Star's Responsibilities. Sani-Star shall be responsible for the following:

- a. providing equipment that complies with all federal and local laws, regulations and ordinances
- b. placing signage on or near Equipment that complies with mutually agreed upon specifications (i.e.: kiosk door signage);
- c. continuing to own the Equipment at all times hereunder;
- d. providing necessary Phone Support and parts for the Equipment from time to time. Phone Support and parts services will commence following the installation date of the Equipment, as defined in Exhibit A, and continue for the full term of this Agreement. Proprietor shall notify Sani-Star of any need for Phone Support or parts by phone at Sani-Star's offices any time 24 hours a day 7 days a week.
- e. maintain in force with a financially responsible insurance company, general liability insurance policy with limits of not less than \$1,000,000.00 for losses that arise as a result of any occurrence.

7. Proprietor's Responsibilities. Proprietor shall be responsible for the following:

7.1 Equipment Access, Operation and installation.

- a. assure free and unencumbered access at all times to the general public to allow use of the Equipment;
- b. if applicable, supply continuous, uninterrupted electrical service to the Equipment in the voltage and amperage for the proper operation of the Equipment;
- c. operate and maintain each dump station/Location in compliance with all federal, provincial and local laws, regulations and ordinances for the operation of a dump station;
- d. immediately notifying Sani-Star of any failure of proper operation, damage, and vandalism and of any other matter that may affect the operation of the Equipment.
- e. designate a single PC for installation of Sani-Star's credit card data collection software. This PC shall have the following requirements: Windows XP/7/8, CD-ROM drive, two free USB ports, internet connection (wired NOT wireless), one time administrator-level access for software installation, strong password protection, up to date virus protection, backup procedure in place
- f. Install equipment with phone support from Sani-Star and per specifications outlined in Sani-Star site plan

7.2 Equipment/Location Security.

- a. immediately report any attempts or actual break-ins to the Equipment to the police and obtain a police report to be given to Sani-Star's personnel upon arrival to Proprietor's location;
 - b. not remove, or cause to be removed, Equipment from the Location(s);
 - c. maintain in force with a financially responsible insurance company, general liability insurance policy with limits of not less than \$1,000,000) Dollars for losses that arise as a result of any occurrence on Proprietor's Location.
 - d. Proprietor assumes all responsibility and all liability for theft, vandalism, and any accidental injury of a customer or third party concerning the Location and the use of the Equipment. Proprietor will, within thirty (30) days of request by Sani-Star, reimburse Sani-Star for any Equipment damage or loss of Equipment not to exceed \$5,600.00.
8. **Indemnity.** Sani-Star will indemnify, defend and hold Proprietor harmless from any loss, claim, damage, liability or expenses, of any nature or kind, arising out of or resulting from the Equipment or use of the Equipment that may infringe upon any patented, trademark, or copyright or proprietary rights of any third party.
9. **Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, SANI-STAR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALIDITY OR SCOPE OF THE EQUIPMENT OR SERVICE. SANI-STAR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF THE EQUIPMENT. SANI-STAR SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF THIS AGREEMENT OR THE INSTALLATION, USE, OPERATION OR MAINTENANCE OF THE EQUIPMENT. PROPRIETOR AGREES THAT SANI-STAR'S LIABILITY ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE INSTALLATION AND SERVICE FEES RECEIVED BY SANI-STAR UNDER THIS AGREEMENT DURING THE THREE (3) CALENDAR MONTHS PRIOR TO THE DATE SUCH CLAIM FIRST AROSE.

10. Termination & Responsibilities Upon Termination.

- 10.1 Termination.** Proprietor may terminate the Agreement at any time upon sixty (60) days prior written notice to Sani-Star for any of the following reasons: 1) breach by Sani-Star of any of the terms herein that are not cured within forty-five (45) days of Sani-Star's receipt of written notice of breach; or 2) Sani-Star is adjudicated bankrupt or makes a voluntary assignment for the benefit of creditors. Sani-Star may terminate the Agreement at any time upon thirty (30) days prior written notice to Proprietor for any of the following reasons: 1) breach by Proprietor of any of the terms herein that are not cured within thirty (30) days of Proprietor's receipt of written notice of breach; 2) Proprietor is adjudicated bankrupt or makes a voluntary assignment for the benefit of creditors
- 10.2 Early Termination.** In the event Proprietor terminates the Agreement or using the Equipment at any time prior to the end of the current term of the Agreement for convenience or Sani-Star terminates the Agreement for Proprietor's breach of the Agreement under Section 9.1, Proprietor agrees to pay Sani-Star an early termination fee equal to the Monthly Service Fees (as set forth in section 3.1 of this Agreement) for each installed Kiosk through the end of the current term of this Agreement ("Early Termination Fee"). If the Proprietor terminates the Agreement due to a breach of the Agreement by Sani-Star, the Early Termination Fee will not apply.
- 10.3 Removal of Equipment.** On termination, this Agreement and all licenses granted in it shall terminate. Proprietor shall promptly return to Sani-Star any documents and surrender possession of the Equipment. Upon expiration or termination of the Agreement for any reason other than Sani-Star's breach, Sani-Star shall have sixty (60) days following the effective date of such termination to remove the Equipment and Proprietor shall pay to Sani-Star a removal fee of \$500.00 per Kiosk.

11. Miscellaneous.

- 11.1 Assignment.** This Agreement shall be binding upon the successors and assigns of Sani-Star and Proprietor. Upon a sale or transfer of the business, stock or assets of Proprietor, Proprietor agrees that it shall either (i) obtain from the purchaser a written consent to assume all of the obligations under this Agreement, or (ii) pay the Early Termination Fees set forth in Section 9.2 of this Agreement. Sani-Star may assign this Agreement to a third party of its choosing, provided however, such assignee or subcontractor shall be subject to the terms of this Agreement. Upon assignment, Proprietor shall be released from any obligations under this agreement.
- 11.2 Excused Delays.** To the extent that a delay or failure to perform result from causes beyond the reasonable control of the affected party, that party will be excused and not liable for such delay or failure. If Sani-Star experiences any delays in the installation of the Equipment which result from Proprietor's failure to meet Proprietor's responsibilities, Proprietor will reimburse Sani-Star for any reasonable additional costs Sani-Star incurs as a result of such delays.
- 11.3 Independent Contractor.** In the performance of this Agreement, Sani-Star will at all times be Proprietor's independent contractor, and not Proprietor's partner. Sani-Star and not Proprietor will be responsible for any payments to or on behalf of any Sani-Star employees including, without limitation, any wages, workers' compensation insurance or unemployment insurance. Proprietor and not Sani-Star will be responsible for any payments to or on behalf of any Proprietor's employees including, without limitation, any wages, workers' compensation insurance or unemployment insurance.
- 11.4 Amendments.** This Agreement may be amended only by an instrument in writing executed by all the parties.
- 11.5 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Colorado, without regard to conflict-of-laws principles.

- 11.6 **Attorney Fees.** If any suit or action is commenced to enforce the provisions of this Agreement the party prevailing on an issue will be entitled to recover its costs and reasonable attorney fees for such action including any appeal.
- 11.7 **Injunctive and Other Equitable Relief.** The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief.
- 11.8 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- 11.9 **Counterparts.** This Agreement may be executed in two or more counterparts, and signatures may be exchanged by facsimile, each signature page shall be deemed an original and all of them together shall constitute one binding instrument. Each of the signatories to this Agreement represents that he or she is authorized to execute and enter into this Agreement on behalf of their respective company.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the 1st day of May, 2024.

Sani-Star, LLC

By: _____

Name: Eric Huffman

Title: Director of Sales and Marketing

Address: 750 Buckaroo Trail Suite 101
Sisters, OR 97759

Contact Person: Eric Huffman

Phone: 541.588.6340

Moffat County Board of County
Commissioners

By: _____

Name: Tony Bohrer

Title: Moffat County Commissioners, Chair

Address: 1198 W. Victory Way
Craig, CO 81621

Contact Person: Neil Binder

Phone: (970) 824-9160

EXHIBIT A

PROPRIETOR'S LOCATIONS FOR INSTALLATION OF SANI-STAR EQUIPMENT

Proprietor's locations and target date for installation of Sani-Star Equipment are as follows:

Location: RV Dump Station at Maybell Park in Maybell Colorado

Installation Date: approximately April 22nd, 2024

Sani-Star, LLC

By: 

Date: 4-17-24

**Moffat County Board of County
Commissioners**

By: _____

Name: Tony Bohrer

Title: Moffat County Commissioners, Chair

Date: _____



MOFFAT COUNTY FAIR ENTERTAINMENT AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 23rd day of April 2024 by and between the Board of County Commissioners of Moffat County, Colorado ("County") and Travis Tiffany ("Contractor"), whose permanent address is _____, whose telephone number is _____.

Type of Entertainment: Demolition Derby

Location of Entertainment: Moffat County Fairgrounds

Moffat County Check Made Payable to: Travis Tiffany

Federal ID# or Social Security Number of Check Recipient:

In consideration of the mutual covenants and agreements set forth hereinafter, the County and the Contractor agree as follows:

- 1. Scope of Work:** The Contractor shall manage and promote this event and perform in a satisfactory and proper manner and shall provide the Services (herein "Services") which are described in Paragraph 21 entitled "Additional Provisions."
- 2. Date of Performance:** Services of the Contractor shall commence on August 9, 2024, and shall be completed on August 9, 2024, no matter the date of execution of this Agreement.
Time of Performance: 6 PM.
Contractor shall arrive in ample time to prepare before the Event on August 9, 2024.
- 3. Payment Procedures:** For satisfactory performance of the Services hereunder, County shall pay Contractor the contract rate of \$25,000.00. County shall pay Contractor a down payment of \$12,500.00 upon execution of contract, with the remaining \$12,500.00 paid to Contractor upon completion of the event on August 9, 2024. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth as the contract rate herein.
- 4. Independent Contractor:** Contractor shall perform its duties pursuant to this Agreement as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with the Moffat County Board of County Commissioners. Contractor shall receive no additional reimbursements for expenses without prior approval from Moffat County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.). Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and

properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.**

- A. It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the County.
 - B. Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, State, Federal and Social Security taxes, unemployment taxes, workers' compensation and self-employment taxes. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. No Federal, State or Local Taxes of any kind shall be withheld or paid by the County.
 - C. Contractor is not entitled to unemployment insurance or workers' compensation benefits unless such are provided by the Contractor.
 - D. Contractor does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the County.
 - E. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
 - F. Contractor represents that all personnel engaged in the work shall be fully qualified and properly licensed or certified to perform the Services, as may be required by local, state and federal law or regulation.
 - G. Contractor represents that it is engaged in providing similar services to clients other than the County and is not required to work exclusively for the County.
 - H. Contractor shall furnish all tools, labor, personnel and supplies at its own expense, in such quantities and of the proper quality to professionally and timely perform the Services. Contractor shall not use any employees of the County, Moffat County, its elected officials, agents, or any program administered or funded by the County to perform any of the Services.
5. **Quality of Performance:** Contractor shall be responsible for providing event in a safe manner.
6. **Compliance with Laws:** The Contractor shall comply, at its own expense, with all federal, state and local laws, ordinances, resolutions, codes and regulations which are applicable to the performance of the Services hereunder. Contractor shall obtain and pay for all permits and licenses that Contractor may be required to obtain for any and all of its operations in connection with the Service.
7. Contractor represents and warrants that in performing its obligations under the Agreement it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by

anyone alleging that Contractor (or anyone in conjunction with the ownership or presentation of the performance by Contractor) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Contractor will indemnify, defend and hold harmless County against and from any and all loss, claim, damage, cost, attorneys' fees or other loss whatsoever.

8. Unless otherwise agreed by the parties in writing, Contractor shall provide all necessary equipment for the performance at Contractor's sole expense. County is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Contractor shall be prepared to begin the performance precisely at the date and time set forth in this Agreement. Any required setup shall be completed by Contractor in advance of said date and time.
9. **No Assignment:** The work required of Contractor under this Agreement shall not be delegated to any other person or entity, and no right or obligation of this Agreement shall be assigned by either Party without express consent of the other Party.
10. **Damages:** Any damage to County's property, including equipment, which results from the acts or omissions of Contractor shall be the responsibility of Contractor and payment for any such damage shall be made by Contractor within thirty (30) days of written notification of the damage by County.
11. **Indemnification:** The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the services under this Contract. The Contractor agrees to indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. Nothing in this agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.
12. **Insurance:** At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:
Workers' Compensation & Employers' Liability and Unemployment Insurance:
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage:
\$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended
whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC.** The Certificate(s) shall provide that the insurance may not be materially changed, altered, or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC. If requested by BOCC, Contractor shall provide copies of insurance policies.

13. **Non-Discrimination:** The **Contractor** shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado involving non-discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, handicap or ancestry.
14. **Modifications:** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing and executed by the County and the Contractor.
15. **Governing Law:** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Moffat County, Colorado.
16. **Severability:** Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.
17. **Notices:** Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

County's Representative:

Tony Bohrer
MCBOCC Chair
1198 W. Victory Way, STE 104
Craig, CO 81625
(970) 824-5517

Contractor:

Travis Tiffany

- 18. Authority:** Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.
- 19. Counterparts and Facsimile Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the County or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.
- 20. Force Majeure:** Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.
- 21. Additional Provisions:**
- **Moffat County Fair:**
 - Will build and maintain a track/arena for the demolition derby event;
 - Will manage ticket sales;
 - Will provide equipment and volunteers to help remove and load disabled vehicles, as necessary;
 - Will provide a water truck, and support machinery for event;
 - Will provide ambulance/EMT coverage during the event;
 - Will provide fire equipment (extinguishers, and personnel to help in case of a fire);
 - Will provide pit area parking for contestants (trucks, trailers and support vehicles);
 - Will provide PA system with technical support;
 - Will provide security for the event;
 - Will provide arena/grandstand clean up after the event;
 - Will provide volunteer help if needed for flagging or pit organization (4-6 people);
 - Will provide announcer and National Anthem singer.

 - **Travis Tiffany will provide:**
 - Schedule of events;
 - Current rules;
 - Driver registration/fee collection for drivers and pit passes;
 - Insurance for special event as outlined in this contract;
 - Prize fund and awards for the event;
 - Pit control/technical support/judging/vehicle inspection;

- Flags, radios, timing equipment, and necessary equipment for event operations;
- Personnel for the actual event;
- Entertainment between events;
- Permits for any special access needed for or around the fairgrounds complex.
- Travis Tiffany will safely run the Demolition Derby event and will supervise and manage everything to do with the event at the Moffat County Fair on August 9, 2024.

IN WITNESS WHEREOF, the County and the Contractor have set their hands and seals.

**BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO**

By: _____
Tony Bohrer, Chair

CONTRACTOR:

By: _____
Travis Tiffany

Travis Tiffany
(Printed Name)

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 18th day of April, 2024

by Travis Tiffany

MY COMMISSION EXPIRES: 12/6/2026

LARRY STEWART
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224045840
MY COMMISSION EXPIRES DECEMBER 6, 2026

Notary Public

100 E 4th St. Rifle, Co 81650
Address of Notary Public



Honorary Proclamation
by the County Commissioners

WHEREAS, prayer has aided us in all times where support and guidance are needed; and

WHEREAS, the National Day of Prayer is a time set aside for Americans to pray to their heavenly Father and to reaffirm the spiritual principles upon which our nation was founded; and

WHEREAS, it is fitting that we should give thanks for the freedom and prosperity which our nation and state enjoys and to pray for the continued guidance and comfort which God has graciously bestowed upon this nation since its inception; and

WHEREAS, across our land on May 2nd, 2024, Americans will unite at specific times in prayer for our nation, state, county and cities, to acknowledge our dependence upon God, to give thanks for the many blessings our country has received from Him, to recognize our need for personal and corporate renewal of moral values and to invoke God's blessings upon our leaders;

*Now, Therefore, We, the Commissioners of Moffat County, of the State of Colorado, do hereby proclaim May 2nd, 2024, as **"MOFFAT COUNTY DAY OF PRAYER"***

Signed this 23rd day of April, 2024

Board of County Commissioners
Moffat County

Tony Bohrer
Commissioner, District 1

Melody Villard
Commissioner, District 2

Donald Broom
Commissioner, District 3

Clerk to the Board



Proclamation by County Commissioners

April 24, 2024 as “Denim Day” in Moffat County, Colorado

WHEREAS, April has been declared as “Sexual Assault Awareness Month” and the last Wednesday of the month as “Denim Day”; and

WHEREAS, both events are intended to draw attention to the fact that rape and sexual assault remains a serious issue in our society; and

WHEREAS, harmful attitudes about rape and sexual assault allow these crimes to persist and allow victim/survivors to be re-victimized; and

WHEREAS, “Sexual Assault Awareness Month” and “Denim Day” were also instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and

WHEREAS, every two minutes, someone in America, someone is sexually assaulted, approximately 1-in-6 women are raped during their lifetime and youths under 18 account for about 44% of all reported; and

WHEREAS, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

NOW, THEREFORE BE IT RESOLVED that the Moffat County, Colorado does hereby proclaim and designates April 24, 2024 as “Denim Day”, we urge everyone to wear jeans on April 24, 2024 to help communicate the message that there is “no excuse and never an invitation to rape.”

Tony Bohrer, Chairman
Commissioner

Melody Villard
Commissioner

Donald Broom
Commissioner

Erin Miller, Clerk to the Board

**NO NET LOSS OF PRIVATE LANDS POLICY
MOFFAT COUNTY COLORADO
(Replacing APPENDIX G: Moffat County Public Lands Plan)**

WHEREAS: Page 44 of the Moffat County 1994 Land Use Plan contains Moffat County's original No-Net Loss Policy. The 1994 Land Use Plan is Appendix C in the 2001 Land use Plan. Appendix G in the 2001 Land Use Plan was added in 2012. Appendix G ratifies Moffat County's No Net Loss Policy. This resolution (2024-26) is intended to replace and updates the previous No Net Loss Policies and ratification mentioned above.

WHEREAS: Moffat County is the second largest county in Colorado with over 3,000,000 acres of land, approximately 60% federal, state, owned/managed and 40% privately owned. Approximately 20% of the mineral estate in Moffat County is privately owned.

WHEREAS: Moffat County acknowledges the critical and inseparable tie between federal, state, and private lands within the County. Many agriculture, industry, recreation and other private business rely upon private, state and federal nexus to maintain a socially and economically viable community in Northwest Colorado.

WHEREAS: Moffat County desires to maintain or increase economic opportunity on private property land in Moffat County and a "working landscape" on federal, state, and non-profit lands where public land management balances resource use, care, and management.

WHEREAS: Much land within Moffat County's jurisdiction is in a protected status, as the County hosts 339,036 acres of Wilderness Study Areas (9 WSA's) and Lands with Wilderness Character. Moffat County hosts 10's of thousands of acres of private perpetual conservation easements. Moffat County hosts, over 150,000 acres of National Monument, 14,000 acres of US Fish and Wildlife Refuge, and 10's of thousands of acres of State Wildlife Areas, Areas of Critical Environmental Concern, and other conserved lands. Furthermore, every single acre of Bureau of Land Management, Forest Service, and State of Colorado lands are conserved and/or managed with active land management plans.

WHEREAS: Private land and mineral ownership in Moffat County are critical to maintaining land values, tax base, employment, business opportunity, and a socially and economically viable community. Land ownership patterns can influence and enhance responsible natural resource management, through rangeland and forestland management, enhance desired plant communities that benefit watersheds, wildlife, water quality, recreation, and private business such as livestock grazing and production and energy independence.

THEREFORE, BE IT RESOLVED: Federal, State, or Non-Profit surface and mineral acquisitions and disposals should result in "no net loss" of private land ownership in Moffat County.

THEREFORE, BE IT ALSO RESOLVED: No net losses of private land shall be evaluated on a "deal-by-deal" basis and not an accrual basis over time.

THEREFORE, BE IT ALSO RESOLVED: There shall be an equal or greater exchange in acres or value in favor of private property ownership in Moffat County, to retain at a minimum, a net-neutral ownership pattern in Moffat County.

THEREFORE, BE IT ALSO RESOLVED: As Moffat County consults, cooperates, coordinates, with federal agencies, state agencies, and non-profit organizations, we request coordination prior to land being offered for sale, purchase, or exchange. Moffat County shall be afforded the opportunity to re-zone or otherwise regulate the new use of such lands prior to conveyance as it pertains to land which is currently or will be privately owned through an exchange or conveyance.

THEREFORE, BE IT ALSO RESOLVED: Moffat County supports federal agencies implementing their land disposal policies established in their respective resource plans, as well as land exchanges consistent with this policy.

THEREFORE, BE IT ALSO RESOLVED: If a federal, state, or non-profit cannot honor Moffat County's no net loss policy, it shall provide, in writing, the reasoning for continuing the land acquisition contrary to this policy, including an analysis of the social and economic impact to Moffat County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado, as follows:

Tony Bohrer
Chairman, District 1

Melody Villard
Commissioner District 2

Donald Broom
Commissioner District 3

DATED this _____ day of _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
MOFFAT COUNTY, STATE OF COLORADO

Erin Miller, Clerk of the Board