

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 9, 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) March 26 (pgs 3-6)
- b) March 26 – Board of Health (pgs 7 & 8)

Resolutions:

- c) 2024-44: Accounts Payable (pg 9)
- d) 2024-45: Payroll (pg 10)

Contracts & Reports:

- e) Treasurer's Report (pgs 11 & 12)
- f) Ratify Letter of Support – YVEA Transmission Capacity Expansion Study (pg 13)
- g) Quarterly Discharge Monitoring Report – Limestone Pit #10 (pg 14)
- h) Public Health Records Retention Schedule Policy (pgs 15-19)
- i) Public Health Cash Handling Policy (pgs 20 & 21)
- j) PRCA Stock Contractor contract (pgs 22-28)
- k) Logo & Branding service contract for Craig/Moffat County Airport (pgs 29-35)

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:

Board of County Commissioners

- 1) Appoint Maybell Volunteer Fire Department Advisory Board seat (pg 36)



11:56 AM 4/5/2024

Staff Reports:

- 2) Road & Bridge Department - Bruce White
 - Bid recommendation: Tractor/Truck (2) (pg 37)

- 3) Office of Development Services – Neil Binder
 - Bid recommendation: Ice Arena management (pgs 38-40)

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/5O5IGzMrzHU?feature=share>

OR

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

Adjournment

The next scheduled BOCC meeting will be Tuesday, April 23, 2024 - 8:30 am

**** 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



11:56 AM 4/5/2024

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

March 26, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Rebecca Tyree; Angie Boss; Jeff Comstock; Tracy Winder; Chris Nichols; Jim Howell; Jennifer Pieroni; Steve Hilley; Jennifer Riley; Angela Modesitt; Neil Binder; Chris Zulian; Nicole Zulian; Todd Wheeler; Cathy Nielson; Heather Brumbrow; Kristin Grajeda; Allan Reishus; KC Hume; Roger Richmond; John Ponikvar

**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. Broom seconded the motion. Motion carried 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) March 12

Resolutions:

- b) 2024-39: Voided Warrants for the month of March
- c) 2024-40: P-cards
- d) 2024-41: Accounts Payable
- e) 2024-42: Payroll
- f) 2024-43: Transfer of Intergovernment Funds for the month of March

Contracts & Reports:

- g) Request for FAA Approval of Agreement for Transfer of Entitlements
- h) Amendment to Public Health Clinic Building Access Policy
- i) Department of Public Health Shared Cost Allocation Policy
- j) SGLC Contract Amendment #3

Bohrer made a motion to approve the consent agenda items A-J. 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:

Tracy Winder read from an online article regarding foreign interference and vote/voter corruption/manipulation in the 2020 election. She shared the printed version of the article with the BCC.

Presentation:

Integrated Communities – Angela Modesitt

- Program update

Modesitt, Program Director for the Moffat County office for Integrated Communities, shared a slide show on the purpose, mission, and focus behind their program. The program also has offices in Routt County.

Board of County Commissioners had a brief discussion about options for “sharing” of legal ads now that the Craig Press is only going to be printed once a week. One solution might be to have a specific spot on the County website for this information. This is an on-going conversation.

8:45 am

Public Hearing:

Finance Department – Cathy Nielson & Heather Brumblow

- March Budget Supplemental (Resolution 2024-36) (see attached)

Bohrer read the Public Hearing protocol and declared the Public Hearing open.

Nielson presented the March Budget Supplemental and highlighted any transactions that were over \$10,000. The supplemental provides a chance for various departments to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

Budget supplemental requests by category:	
Unexpected Revenue	\$177,474.47
Transfers	\$261,210.03
Increase Spending Authority	\$5,500.00
Rollovers	\$4,911,384.70
Downward Supplemental	\$150,546.81
Total Adjustments	\$5,506,116.01

Contingency Account History	
Balance as of January 1, 2024	\$625,000.00
March Supplemental	\$5,500.00
July Supplemental	\$0.00
December Supplemental	\$0.00
Balance as of March 26, 2024	\$619,500.00

Emergency Reserve Account History*	
Balance as of January 1, 2024	\$1,292,870.00
Balance as of March 26, 2024	\$1,292,870.00

*Emergency Reserve is 10% of the current year general fund budget

Bohrer asked the audience if there was anyone that would like to speak either for or against the March Supplemental Budget.

Robert Razzano, County Treasurer, came up to explain that his office will be upgrading the credit card side of their website, which has not been upgraded since 2004. This software allows citizens to pay their taxes online. He feels this will be very beneficial to the public, especially since the current site is so slow.

There was no other testimony or comments.

Back in regular session, Broom moved to approve the March Budget Supplemental (**Resolution 2024-36**). Villard seconded the motion. Motion carried 3-0.

Sheriff's Office – KC Hume & County Attorney – Rebecca Tyree (see attached)

- **Ordinance 2024-0326: Adoption of Model Traffic Code – Second (Final) Reading**

Bohrer read the Public Hearing protocol and declared the Public Hearing open

Hume gave a brief recap on the purpose of this ordinance, which is to clean-up and to repeal any ordinances, amended ordinances, resolutions (or portions thereof) concerning any old Traffic Codes in Moffat County, and in essence, adopting the current State of Colorado Traffic Code. The final step in this process would be that approval would have to be obtained from CDOT regarding adoption of this ordinance.

There was no public comment either for or against.

Back in regular session, Villard moved to approve **Ordinance 2024-0326: Adoption of Model Traffic Code – Second (Final) Reading**. Broom seconded the motion. Motion carried 3-0.

Presentation:

Memorial Regional Health – Jennifer Riley & Steve Hilley

- Facility update

Riley (CEO) and Hilley (Board of Trustees) presented a slide show illustrating goals, highlights, budgets and strategic planning for the hospital. Three other members of the Board of Trustees were also present.

Board of County Commissioners

- Discuss appointing representative to the Rural Transportation Authority Steering Committee

Villard spoke about virtually attending a meeting in Hayden last week regarding the formation of a Rural Transportation Authority. While the City of Craig is highly involved with this project, and not so much of a focus for the County, we still need to be aware of what is going on. Villard sits with Heather Sloop on the Northwest Transportation Planning Region Board, and she has volunteered to represent Moffat County at the RTA meetings. Villard commented that she had found a “unicorn”, someone who is involved, educated and willing to work between the meetings.

Villard moved to appoint Heather Sloop as Moffat County's representative to the Rural Transportation Authority Steering Committee. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:40 am

The next scheduled BOCC meeting is Tuesday, April 9, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

Moffat County Board of Public Health
1198 W Victory Way
Craig, CO 81625

March 26, 2024

In attendance: Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller; Becky Copeland; Heather Brumblow; Amanda Pipher; Selene Cooper (ZOOM); Dr. Kevin Fitzgerald (ZOOM)

Commissioner Bohrer was absent

Commissioner Villard called the meeting to order at 1:30 pm.

Agenda Items – Topic:

- **Vital Records Audit Updates** - Selene Cooper

Vital Records had their first audit in January for birth and death certificate applications and documentation. They did really well, considering it was their first time and they had received no training by the state. They are expecting to have another audit in March.

- **School Clinics 5/5 Tdap, 8/7-8/8 MMR Updates** - Selene Cooper

The PH office will be holding some back to school vaccine clinics in May & August.

- **Finance Update/Spenddown** - Heather Brumblow

The PH office is in their “spenddown” time right now; the fiscal year ends June 30. Brumblow said to expect to see contract renewals coming up.

- **CPR Class Updates** - Amanda Pipher

Pipher gave dates for upcoming community/County employee CPR classes. There has been a lot of interest in the classes.

- **PH Trainings Update** - Amanda Pipher

Pipher is working towards getting an Epidemiology certification so that by 2025 they would be able to do in-house testing on this rather than sending it to Mesa County.

- **Nomination for Best Clinic** - Becky Copeland

The PH clinic was nominated for “Best Clinic” in Moffat County for 2024.

- **Public Health Order: Requirements for Sheltering Migrant Persons in Moffat County** - Becky Copeland (see attached)

Copeland presented a Public Health Order regarding the “Sheltering of Migrant Persons of Moffat County”, in relation to other counties possibly sending migrants to our area and what types of responses would be put in place for that situation. This Public Health Order would be good for one year.

Broom moved to approve the **Public Health Order: Requirements for Sheltering Migrant Persons in Moffat County**. Villard seconded the motion. Motion carried 2-0.

The next quarterly meeting will be June 25, 2025 - 10:30 am

Meeting adjourned at 1:49 pm

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-44
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:	4/9/2024		
General	110	<u>\$199,741.38</u>	CR	0010.7000
Road & Bridge	200	<u>\$90,372.87</u>	CR	0020.7000
Landfill	240	<u>\$22,816.91</u>	CR	0070.7000
Airport	260	<u>\$24,857.15</u>	CR	0120.7000
Emergency 911	270	<u>\$195.04</u>	CR	0350.7000
Capital Projects	510	<u>\$1,149,823.76</u>	CR	0160.7000
Conservation Trust	211	<u>\$8,555.70</u>	CR	0060.7000
Library	212	<u>\$5,526.45</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$1,413.81</u>	CR	0280.7000
Health & Welfare	720	<u>\$183,597.26</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,881.21</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$7,691.33</u>	CR	0320.7000
PSC - JAIL	210	<u>\$3,911.69</u>	CR	0072.7000
Human Sevices	220	<u>\$12,847.05</u>	CR	0030.7100
Public Health	250	<u>\$19,984.05</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$8,868.59</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$150.00</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$13,115.94</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>\$654.33</u>	CR	0171.7000
Museum	229		CR	0310.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$30,214.36</u>	CR	0050.7000
To Fund				
Warrant		<u>\$1,786,218.88</u>	DR	

Adopted this 9th day of April, 2024

Chairman

RESOLUTION 2024-45
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 3/30/2024

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 4/12/2024

FROM FUND:			
General	0010.7000	\$246,544.05	cr
Road & Bridge	0020.7000	\$159,466.63	cr
Landfill	0070.7000	\$15,049.50	cr
Airport	0120.7000	\$726.96	cr
Library	0130.7001	\$11,079.11	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,523.65	cr
Mo Co Tourism	0320.7000	\$3,184.17	cr
PSC Jail	0072.7000	\$64,926.95	cr
Human Services	0030.7100	\$62,480.94	cr
Public Health	0065.7000	\$12,944.71	cr
SM I	0168.7000	\$4,233.37	cr
SM II	0169.7000	\$4,880.93	cr
TO FUND:			
Warrant	0100.1000	\$592,040.97	dr

Adopted this 9th 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

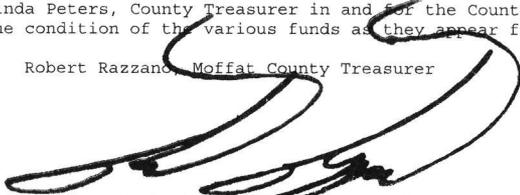
MONTHLY REPORT OF MOFFAT COUNTY TREASURER
 FEBRUARY 30, 2024 THRU MARCH 29, 2024

FUND	REVENUES-----					DISBURSEMENTS-----				ENDING BALANCE
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	29,740,943.10	1,862,336.24	713,825.57	4.18		413,811.53		-109,378.24	-1,829,592.64	30,791,949.74
ROAD & BRIDGE FUND	10,232,033.88		439,481.94		78,312.49			-3,463.25	-687,170.73	10,059,194.33
DEPARTMENT OF HUMAN SERVICES	1,306,576.34	106,691.39	118,600.45	.24		-1,208.05			-141,762.37	1,388,898.00
ACET	288,661.14		16,002.40						-1,259.02	303,404.52
MOFFAT COUNTY LOC MRKT DIST	899,005.49		7,343.03						-122,220.48	784,128.04
CONSERVATION TRUST FUND	226,343.47		14,753.94					-147.54		240,949.87
MOFFAT COUNTY PUBLIC HEALTH	890,103.46	30,102.21	67,141.94	.09					-31,649.56	955,698.14
LANDFILL	1,795,239.76		19,603.04					-136.29	-54,635.70	1,760,070.81
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,341,934.04		70,836.04						-275,146.01	1,137,624.07
COUNTY HEALTH & WELFARE	3,789,773.08		428,237.66						-290,298.18	3,927,712.56
MEMORIAL REGIONAL HEALTH	108,855.34	285,780.50		.65		235.70	-108,855.34			286,016.85
WARRANT FUND - COUNTY	1,025,959.14					3,195,914.66	-3,820,789.20			401,084.60
SHADOW MTN LOCAL IMPROVE DIST	193,450.59		2,938.78							196,389.37
AIRPORT FUND	272,066.06		2,834.32					-18.21	-6,633.00	268,249.17
PUBLIC LIBRARY	605,811.81		2,392.96					-23.93	-52,224.89	555,955.95
COLO NORTHWEST COMM COLLEGE	118,443.39	285,890.59		.64	9,789.46	235.70	-118,443.39	-2,861.28		293,055.11
M C SCHOOLS RE#1 - GENERAL	1,169,376.20	2,746,754.08		5.97	115,349.87	2,779.92	-3,678,201.18	-6,894.70		349,170.16
CAPITAL PROJECTS FUND	3,526,455.24		11,734.44						-6,776.94	3,531,412.74
PUBLIC SAFETY CENTER - CAP PROJ	549.20		.96							550.16
NC TELECOM ESCROW ACCOUNT	254,160.89		845.73							255,006.62
SUNSET #1 SECURITY DEPOSIT	18,695.92								-1,155.86	17,540.06
SUNSET MEADOWS #1	794,352.52		45,299.96						-32,353.35	807,299.13
SUNSET MEADOWS #2	274,788.32		48,675.37						-40,838.13	282,625.56
SENIOR CITIZENS CENTER - 15	311,829.63		6,683.12						-17,553.40	300,959.35
SUNSET #2 SECURITY DEPOSIT	18,393.81									18,393.81
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	236,880.02	621,768.19		1.37			-236,880.02			621,769.56
CITY OF CRAIG	283,609.01	198,124.74			10,046.12		-283,609.01	-3,962.49		204,208.37
TOWN OF DINOSAUR	4,666.82	5,961.68			157.11		-4,666.82	-119.23		5,999.56
CAPITAL FUND - CITY OF CRAIG	33,373.61	23,314.28			1,182.18		-33,373.61	-466.29		24,030.17
ARTESIA FIRE PROTECTION DISTRICT	3,513.21	6,703.09			221.94		-3,513.21	-335.15		6,589.88
CRAIG RURAL FIRE PROTECTION DIST	112,623.46	217,603.34		.74	7,315.88		-112,623.46	-10,880.21		214,039.75
MAYBELL IRRIGATION	5,513.56	82.00			161.02					5,756.58
MAYBELL SANITATION	159,056.48		5,605.27					-56.05	-456.75	164,148.95
COLO. RIVER WATER CONSERVATION	19,011.03	47,645.72		.10	1,631.03	39.04	-19,011.03	-2,382.69		46,933.20
YELLOW JACKET CONSERVANCY DIST.	115.51	2,774.25			50.90		-115.51	-138.71		2,686.44
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	996.93	1,685.31					-996.93	-84.27		1,601.04
MOFFAT COUNTY TOURISM -LODGING	192,097.84		1,391.39						-11,361.08	182,128.15
INTERNAL SER FUND-CENTRAL-DUP	95,025.61		1,222.68						-576.34	95,671.95
JUNIPER WATER CONSERVANCY DIST.	38,624.20		61.07						-.61	38,684.66
HIGH SAVERY WATER DISTRICT	0.00		5,500.00							5,500.00
UPPER YAMPA WATER CONSERVANCY	17,488.84	86,165.68			2,229.01		-17,488.84	-4,308.28		84,086.41
911 FUND	740,465.77		15,343.53						-3,202.86	752,606.44
ADVANCE TAXES - REAL ESTATE	120.15									120.15
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	436,223.78		417,214.61				-385,598.65			467,839.74
CHECK CHANGE ACCOUNT	0.00		17,155.38				-16,787.56			367.82
INDIVIDUAL REDEMPTION ACCOUNT	0.00		13,810.87				-13,810.87			0.00
PAYROLL EFT TAX PAYMENTS	146,686.86		306,647.29				-453,334.15			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		226,447.01				-226,447.01			0.00
COUNTY SALES & LEASES	4,134.45		806.76						-4,941.21	0.00
MOTOR VEHICLE REGIST.	8,912.56		5,053.87							13,966.43
2023 TREASURERS TAX DEED	5,710.03		1,075.54					-2,217.98		4,567.59

2017 TREASURERS TAX DEED	0.00		1,995.88				-1,995.88			0.00
2010 TREASURER'S TAX DEED	3,712.59		342.68				-187.22			3,868.05
2022 TREASURER DEED'S	1,518.70									1,518.70
GRAND TOTALS	61,971,882.84	6,529,383.29	3,036,905.48	13.98	226,447.01	3,611,808.50	-9,538,946.87	-145,657.42	-3,611,808.50	62,080,028.31

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 29th day of March 2024.

Robert Razzano, Moffat County Treasurer



Examined by Board of the Moffat County Commissioner

Tony Bohrer
Chairperson

Melody Villard

Donald Broom



March 28, 2024

Senator Michael Bennet
Cesar E. Chavez Memorial Building
1244 Speer Blvd.
Denver, CO 80204

Senator John Hickenlooper
Byron Rogers Federal Building
1961 Stout Street, Suite 12-300
Denver, CO 80294

Dear Senators Bennet and Hickenlooper,

The Moffat County Commissioners are pleased to write a letter of support for Yampa Valley Electric Association's (YVEA) proposed efforts to conduct a **Northwest Colorado Transmission Capacity/Expansion Study for Renewable Energy** which will include YVEA's transmission system in Moffat County. Our understanding is that YVEA is requesting \$100,000 to contract with a third-party consultant to conduct the study in a relatively short timeframe (3-6 months). In the long term, the study will save YVEA time and money allowing them to move more quickly in evaluating energy projects in Moffat County, especially with recent interest in solar array developments.

The resulting study will allow YVEA and potential project developers to determine what areas of the YVEA system are best suited for energy projects. It will also help determine areas where transmission system improvements are required and provide a cost estimate suitable for developers to use in determining total project costs for any proposed projects.

Moffat County is also facing the shutdown of the Craig Station coal-fired power plant, Trapper Mine, and Colowyo Mine within the next 5 years. The power plant currently provides up to 1427 MW of electric generation to the bulk electric grid, much of which flows into the surrounding electrical systems. Coal mining has been a major economic booster to our remote rural community for over 100 years; the power plant began commercial operation in 1984. This shut down of our coal industry will have a major impact to the overall health of our community and economy. New local power generation will help provide jobs and economic growth opportunities that the plant once provided.

If you have questions about the Moffat County Commissioner's support for YVEA's CDS grant request, please feel free to reach out to myself or any of the Moffat County Commissioners.

Sincerely,

Tony Bohrer, Chairman
Board of County Commissioners

Office of the County Commissioners
1198 West Victory Way, Ste. 104
Craig, CO 81625
(970) 824-5517 Office
Website: www.colorado.gov/moffat

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)
 NAME Moffat County Road Department
 ADDRESS P.O. Box 667
 Craig, CO 81626

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)
 (2-16) (17-19)
 COG502063 PERMIT NUMBER
 001A DISCHARGE NUMBER

Form Approved.
 OMB No. 2040-0004
 Approval expires 05-31-98

FACILITY LOCATION Limestone Pit #10
 27250 CR 10, Maybell, CO

MONITORING PERIOD
 FROM 2024 01 01 TO 2024 03 31
 (20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

PARAMETER (32-37)	X	(3 Card Only) QUANTITY OR LOADING (46-53)			(4 Card Only) QUALITY OR CONCENTRATION (38-45)				NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE (54-61)	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
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	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
 Tony Bohrer,
 BOCC Chair
 TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE 970 824-3211
 DATE 2024 04 09
 AREA CODE NUMBER YEAR MO DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

Permanent

- Birth Certificates
- Death Certificates
 - Exception for Death Certificate Worksheets received after 2015
- Fetal Death Certificates
 - Greater than and equal to 20 weeks gestation
- Home Birth Documentation
- Logs of Security Paper Received
 - Bulk range of numbers office received, permanently kept from 2012 forward; acceptable if previous years unknown.

Three Years (Current Year +2)

- Applications
- Logs of Security Paper Use (daily use)
 - All security paper must be tracked in COVIS, you do not need to maintain a separate log, unless this is a useful practice for your office.

Two Years (Current Year +1)

- Disposition Permits
- Visitor logs

June 30th following Year

- Drop to paper worksheets & Death Certificate Worksheets received after 2015
 - For example, death record worksheets for 2015 deaths must be destroyed on or soon after June 30, 2016. 2016 death records must be destroyed on or soon after June 30, 2017.



Program Title: Archives & Record Retention

POLICY STATEMENT

Data will be collected, protected, stored, and utilized for a designated period of time after which it will be deleted from Moffat County Public Health systems regardless of whether it is electronic or paper.

PURPOSE

Moffat County Public Health will maintain accurate records, to abide by local, state and federal laws, and comply with public health regulations, (**2022 Colorado Code Title 6 - Consumer and Commercial Affairs Article 17 - Uniform Records Retention Act § 6-17-104**), to ensure that information is easily accessible, appropriately protected and properly destroyed when it has served its purpose

SCOPE

All Moffat County Public Health employees with access to Moffat County Public Health data will comply with this policy. Programs will comply with this policy but will establish and/or comply with program specific policies for the program specific data, especially when the data is held and retained in a statewide system by another governing organization. It is expected that this policy will set minimum standards while assuring program specific guidelines are adhered to. Program level policies are encouraged, especially for work paper level resources collected in the course of gathering required program data and program specific audit requirements, which typically are not retained for the length of time required of the core data.

GUIDELINES

Privacy is a fundamental right resulting in any data that relates to an identified or identifiable individual as "personal data," no matter where the data originates. This means that data that

directly identifies an individual or data that can reasonably be used to identify an individual is personal data which we will protect. Aggregated data is considered non-personal data for the purposes of this Policy.

Data will be held for the length of time as established in the Data Retention Schedule attached to this policy.

Sensitive vs. Nonsensitive PII:

Nonsensitive PII is information that can be transmitted in an unencrypted form without resulting in harm to the individual. Nonsensitive PII can be easily gathered from public records, phone books, corporate directories and websites.

Sensitive PII is information that, when disclosed, could result in harm to the individual if a data breach occurs. This type of sensitive data often has legal, contractual or ethical requirements for restricted disclosure.

Employee personnel records; tax information, including Social Security numbers and Employer Identification Numbers (EINs); password information; credit card numbers; bank accounts; electronic and digital account information, such as email addresses and internet account numbers; and school identification numbers and records are also on the list of sensitive PII.

Sensitive PII will be stored in a specific location on the county network, when electronic, and stored in secure archives, when they are in the form of paper or hard copy. The electronic data will be managed by the public health staff that generated the data and access to that data will be reviewed as needed. Any individual with access that should no longer have access will have access removed. Any concerns regarding access will be reported to the Director of public health as well as to the director of HR to be assessed. Electronic data will be deleted by the director of public health as appropriate to comply with the retention policy.

Confidential Document Shredding: Shred confidential documents to be destroyed immediately, when appropriate, while complying with the retention policy.

Non-Sensitive Document Recycling: place non-sensitive documents in recycling wastebaskets, or shed.

DEFINITIONS

Personal Data is also known as PII or personally identifiable information.

Personally Identifiable Information (PII) is data that can be linked to an individual person or any data that could potentially identify a specific individual. This includes any information that can be used to distinguish one person from another and can be used to de-anonymize previously anonymous data.



Moffat County Public Health Data Retention Schedule

Communicable Disease

Surveillance Case Reports- 3 years

Case database- All cases are recorded in the Colorado Electronic Disease Reporting system (CEDRS), with access only to pre -approved users

Notes and reference material not part of the permanent case history- 2 years

Immunization records- Colorado Immunization Information System

Patient Records- 5 year after last visit

Medical records- 7 years for the date to client turns 18 or last treatment, whichever is later.

Any information that can uniquely identify people as individuals, separate from all others, may include the following: name, address, email, telephone number, date of birth, passport number, fingerprint, driver's license number, credit or debit card number, Social Security number or patient insurance number(s).

This could include data related to education, financial transactions, medical history and criminal or employment history, and information that can be used to distinguish or trace an individual's identity, such as his/her name, Social Security number, date and place of birth, mother's maiden name, biometric data, and including any other personal information that is linked or linkable to a specific individual.

Administrative Coordinator (AC): Staff that can help you with archiving: Business Analysts and the staff at the Vital Records front desk.

IMPLEMENTATION DOCUMENTS

Attachment: Data Retention Schedule.

Fair Labor Standards Act (FLSA) requires employers to maintain records for a period of at least three years. Section 11(c) of the Fair Labor Standards Act (FLSA) requires the Solicitor of Labor (SOL) to issue regulations (i.e., 29 CFR 516) prescribing recordkeeping requirements.

HIPAA Records Retention Requirements: 45 CFR § 164.316 - Policies and procedures and documentation requirements. <https://www.hipaaguide.net/hipaa-record-retention-requirements>

Moffat County Public Health Director Signature: _____

Moffat County Commissioner Chair Person Signature: _____

Effective Date: _____



Moffat County Public Health Cash Handling Policy

1. OVERVIEW

The establishment of strong internal controls for cash collections is necessary to prevent mishandling of funds and to safeguard against loss. In addition, strong internal controls are also designed to prevent employees from inappropriate charges of mishandling funds by defining an employee's responsibilities in the cash handling process.

Cash handling includes but is not limited to coin, currency, checks, and credit/debit cards.

All Moffat County Public Health employees handling money should be aware that at any time, internal or external auditors may visit cash handling department to perform unannounced cash observations or cash counts.

2. PURPOSE

The purpose of this policy is to ensure control and safekeeping of business cash assets. These rules are in place to protect the employee and Moffat County Public Health.

3. SCOPE

This policy applies to all employees at Moffat County Public Health.

4. POLICY AND PROCEDURE

Handling money can be a challenge. In order to reduce errors, and the risk of loss, Moffat County Public Health has developed the following list of policies and procedures that must be followed when handling cash or any other forms of funds, as defined previously.

a.) Cash Funds Must Not Be Left Unattended

Cash funds must be stored in a cash box within view of cashier during business hours. After hours, the cash box must be locked and placed in the locked cabinet in the vital records room (vital records room is also locked after hours). Keys to cash box and accompanying cabinets and room must be stored within secure key storage in Public Health Office.

b.) Petty Cash

Petty cash will be counted and logged on Petty Cash Sheet once a month, or as needed to ensure correct amount remains in Petty Cash.

c.) Taking Currency from Customers

Moffat County Public Health Employees will only take acceptable amount of cash from customers (the price of the items they are purchasing), if customer does not have exact change, employee will give correct change with transaction.

See attached Munis instructions for cash intake and receipt development (

d.) Currency Tracking

There is a binder located in Moffat County Public Health office (administrative assistants' desk) that holds daily tracking information for all transactions. Transactions will be written on daily transaction sheet. There will also be a receipt attached to this log sheet for each transaction for all currency.

e.) End of Day/Week Taking Cash to Treasurers Office

All currency will be taken to the Treasurer's office, at a minimum, on a weekly basis, or more regularly as seen fit. Cash will be taken with a copy of the receipt from Munis for each transaction. Cash and checks will be put into Munis (see attached Munis instructions) for each transaction (Treasurer's office can see this on Munis, a receipt does not need to be taken for credit card or check transactions).

Public Health Director Signature: _____

Moffat County Commissioner Chairperson Signature:

Effective Date:



MOFFAT COUNTY FAIR ENTERTAINMENT AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 6th day of February 2024 by and between the Board of County Commissioners of Moffat County, Colorado ("County") and Rocky Mountain Rodeo, LLC (Chase Richter) ("Contractor"), whose permanent address is _____ whose telephone number is _____

Type of Entertainment: All-Inclusive Professional Rodeo Cowboys Association ("PRCA")/Women's Professional Rodeo Association ("WPRA") sanctioned Rodeo Event and Specialty Act. Events include Bareback; Saddle Bronc; Bull Riding; Tie-Down Roping; Steer Wrestling; Team Roping; Barrel Racing; and Breakaway Roping.

All events, Bareback, Saddle Bronc, Bull Riding, Tie-Down Roping, Steer Wrestling, Team Roping, Breakaway Roping, and Barrel Racing, are to be run with an equal number of contestants providing entries allow for this.

Location of Entertainment: Moffat County Fairgrounds

Moffat County Check Made Payable to: Rocky Mountain Rodeo, LLC

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 furnish all materials 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 8, 2024, and shall be completed on August 8, 2024, no matter the date of execution of this Agreement.
Time of Performance: 7 PM PRCA/WPRA Rodeo; 10 PM Slack (following Rodeo); Contractor and stock shall arrive before 12 PM, Thursday, August 8, 2024.
- 3. Payment Procedures:** For satisfactory performance of the Services hereunder, County shall pay Contractor the contract rate of \$18,500.00. County shall pay Contractor either on August 8, 2024 or within one week of that date. 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:

Rocky Mountain Rodeo, LLC

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 provide approximately 25 small bales of quality hay;
- Will provide approximately 15-50# sacks of textured livestock grain;
- Will provide 6 - 30 amp plugs for announcer, barrelman, pickup men, secretary and timers;
- Will provide housing for stock and pickup horses;
- Will provide ambulance/EMT coverage for the Slack and Rodeo performances;

- Will provide \$1,500.00 added purse to each event: Bareback, Saddle Bronc, Bull Riding, Tie-Down Roping, Steer Wrestling, Team Roping, Barrel Racing, and Breakaway Roping for a total of \$12,000.00;
 - Will pay for judges fees and sanction fees as set by PRCA/WPRA.
 - Will provide veterinary services for Slack and Rodeo performances.
- **Rocky Mountain Rodeo will provide:**
 - PRCA Announcer;
 - PRCA Rodeo Secretary;
 - PRCA Timers;
 - PRCA Bullfighters;
 - PRCA Pickup men and horses;
 - Adequate and knowledgeable chute help;
 - PRCA sound for the rodeo performance;
 - Contractor Liability Insurance for \$1,000,000. Moffat County as an additional insured;
 - Opening/Grand Entry to start the rodeo;
 - PRCA Barrelman with act;
 - PRCA good quality timed event cattle and pay the run money on the cattle;
 - PRCA good quality bareback horses, saddle bronc horses and bulls (15 max each discipline); Provide team roping steers, steer wrestling steers and tie down & breakaway roping calves;
 - Arena crew;
 - Flankman;
 - Hotel rooms for crew;
 - Electric Eyes from WPRA;
 - All flanks, neck ropes, halters, barrier for timed event end, flags (American and Colorado), shirts, scarves and chaps for pickup men, and quality, happy, friendly crew to work the rodeo.
 - Rocky Mountain Rodeo, LLC will safely run the rodeo event and will supervise and manage everything to do with the rodeo at the Moffat County Fair on August 8, 2024 per PRCA/WPRA guidelines.

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: *Chase Richter*
Chase Richter, Rocky Mountain Rodeo LLC
Chase Richter
(Printed Name)

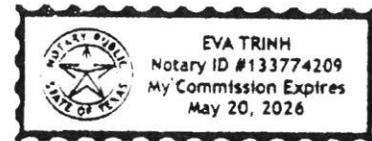
Texas ET
STATE OF ~~WYOMING~~)
Parker ET) ss.
COUNTY OF ~~WESTON~~

The foregoing instrument was acknowledged before me this 3rd day of April, 2024

by Chase Anthony Richter

MY COMMISSION EXPIRES: May 20, 2026

[Signature]
Notary Public



225 E 1-20 Weatherford TX 76086
Address of Notary Public

AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 9th day of April 2024 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Glissade Media ("Contractor"), whose address is _____ and whose telephone number is _____

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, for re-branding/Brand identity development services for the Craig-Moffat County airport.

Exhibit "A" Project estimate/Scope of work

Article 2 - Time of Performance.

1 Services of the Contractor shall commence on 4/15/2024, and shall be substantially completed on or before 7/1/2024, no matter the date of execution of this Agreement.

Article 3 Compensation/Appropriation.

3.1 The amount to be expended pursuant to this Agreement shall be Four thousand five hundred Dollars and 00/100 cents (\$4,500.00) subject to additions and deductions pursuant to authorized change orders. The BOCC 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.

3.2 Non-Appropriation: Moffat County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such proposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One Hundred dollars (\$100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

Article 4 – Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
- 95% of the work completed, and
 - 95% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.
- Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.
- 4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

Article 6 - Audits and Inspections.

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder 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 required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work 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.
- 7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

Article 10 - Indemnification.

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - 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.

Article 12 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 13 - Inspections, corrections, removal, or acceptance of defective work

13.01 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

13.02 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

13.03 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

13.04 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

13.05 Correction Period

A. If within 30 days after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project, if possible, and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others, or to BOCC's property.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

13.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of such defective Work and for the diminished value of the Work. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

13.07 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 14 Termination for Cause.

14.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

14.02

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.
2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and

3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 15 - Termination for Convenience.

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for the convenience of BOCC, the Contractor shall be paid for services provided prior to the date of termination.

Article 16 - Conflict of Interest.

During the term of this Agreement, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

Article 17 - Modifications.

This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Contractor.

Article 18 - Governing Law.

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

Article 19 - 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.

Article 20 - 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:

BOCC's Representative:

Tony Bohrer
MCBOCC Chair
1198 West Victory Way, Suite 104
Craig, CO 81625
(970) 824-5516

Contractor:

Glissade Media

Article 21 - Headings.

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

Article 22 - 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.

Article 23 - 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 BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

Article 24 - 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.

Article 25 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Tony Bohrer, Chair

ATTEST:

Clerk to the Board

CONTRACTOR:
Glissade Media

By: _____
Jonathon Miller

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by _____.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public

Mark T. Graham

Maybell, Colorado 81640

Erin Miller
1198 West Victor Way
Suite 10
Craig, Colorado 81625

25 March, 2024

RE: Maybell Volunteer Fire Department

Ms. Miller,

I have learned of the vacancy on the Board of the MVFD (Maybell Volunteer Fire). I am wanting to apply for that position.

I am a 4 year resident of Maybell and a native of Colorado. Presently, I work for The Colorado Department of Transportation (CDOT). I have recently submitted paperwork to be a member of MVFD, and one of my sons is already serving as a volunteer.

Please advise me on next steps, applications, whatever documents you may need from me and I will be happy to accommodate. I look forward to hearing from you, or speaking with you in the near future.

All the very best,



Mark Graham.

2024
Tractor/Truck Bid
Summary and Recommendation

The Road & Bridge Department recently advertised for bids on two tractor/trucks to replace one 1993 tractor and one 1997 end dump truck currently in use. Notice was posted on Public Purchase web site and in the newspaper. We received one bid. The following is a summary of that bid.

Peterbilt of Wyoming

(2) 2024 Peterbilt Tractor/Trucks	\$186,211.00 each
	x2 \$372,422.00 Total

Grand Total \$372,422.0

After reviewing the bid/quote and finding all specifications being met, the Road & Bridge Dept. recommends awarding the bid to Peterbilt of Wyoming. Budgeted amount for these trucks was \$440,000.00. This bid is \$67,578.00 under the 2024 budgeted amount.



Rink proposal:

From: Colorado Extreme Hockey Association

To: Moffat County - Tony Bohrer, Melody Villard, Donald Broom Commissioners

RE: Loudy Simpson Park Ice Arena, 600 South Ranney Street, City of Craig

March 6, 2024

Colorado Extreme is a 501(c)(3) non-profit organization that provides free youth hockey for over 400 children in the mid-Roaring Fork Valley and over 200 at the Garfield County Fairgrounds in Rifle.

Our founder, Sheldon Wolitski, aims to benefit the youth of these communities through exceptional coaching with an eye on health, wellness, and a sense of community. All players learn about our creed, "H.E.A.R.T.," as they dig deep to find their **Hustle**, put forth a strong **Effort**, maintain a positive **Attitude**, and **Respect** their coaches and opponents while being a great **Teammate**. Combined experience we have over 3 consecutive years' experience operating ice rinks

What we propose:

Colorado Extreme Hockey Association proposes to take over managing the Loudy Simpson Park Ice Arena starting August 19th 2024 for a 3 year lease term. We propose to maintain ice in the facility year-round starting in summer of 2025 so we can open more opportunities for the community to utilize and benefit from the arena.

- Colorado Extreme Hockey would agree to a triple net lease, paying \$1000.00 per year for a basic lease, but then assume the costs of maintenance, labor, utilities and have Moffat County as a named insured on our liability insurance.
- Colorado Extreme Hockey would provide free learn-to-skate programs, free use by schools for field trips, and free use by first responders in the community.
- Year-round ice would mean the opportunity for summer camps, drawing in at least 1000 families to Craig – thus opening economic stimulus from those families to hotels and restaurants in the city.
- The summer camps would feature former NHL all-stars, thus allowing the kids involved to learn from the very best in the game.
- The NHL Alumni would also be available for community engagement with the residents of Craig and the surrounding areas, thus bringing further tourism and interest to the city.
- We would open the ice for birthday parties and events, bringing our on-ice bumper cars, music, games, mascot, and expertise to enhance the experience of community families.
- Colorado Extreme Hockey would host a minimum of three hockey tournaments bringing hundreds of families to Craig creating more economic stimulus.
- Our overall goal is to have the Loudy Simpson Park Ice Arena as a year-round go-to destination for the families of Moffat County and surrounding areas – somewhere that will enhance the community and contribute to the health and well-being of all in the community.
- We would request one month of consultation from one current staff member as we complete the transition.
- We would request a temporary use permit to sell food, beer & wine at the arena
- We would request the ability to make parent and player improvements to the ice arena at our cost. i.e. adding additional seating, adding TV's, vending machines, food & beverage, merchandise store.

PROJECT IDENTIFICATION:

RFP #202406 Moffat County Ice Arena Operations Lease

THIS BID IS SUBMITTED TO:

Board of County Commissioners
Moffat County
1198 West Victory Way
Craig, CO 81625

Attn: Neil Binder
Moffat County Development Services Department
1198 West Victory Way, Suite 107
Craig, CO 81626

- 1) The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to operate as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.
- 2) BIDDER accepts the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security.
- 3) In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all Lease Documents and all addenda to the documents and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.
 - b) BIDDER has examined the site and locality where operations will be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the work, and has made such independent investigations as BIDDER deems necessary.
 - c) This bid is genuine, and not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not, directly or indirectly, induced nor solicited any other bidder to submit a false or sham bid; BIDDER has not solicited nor induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other bidder or over OWNER.
- 4) **Bid Check List** These Items must be included in bid package:
 - a) Name of firm principal to be manager of the contract.
 - b) Insurance Certificate and Supplement to Insurance Form
 - c) Previous experience in operating Ice Arenas. Operators must have at least three (3) consecutive years of experience.
 - d) 1-page summary of your experience and skills to run a successful On-Ice Program that includes: hockey, open skate, figure skating, public involvement, and community events.
- 5) Moffat County reserves the right to accept or reject any portion of the Bid package.

PRICING SHEET

(Please type or print clearly in ink only)

RFP #202406 Moffat County Ice Arena Operations Lease

****TO BE COMPLETED BY BIDDERS AND SUBMITTED WITH BID****

- Name of firm principal to be manager of the contract
- Insurance Certificate and Supplement to Insurance Form
- Previous experience in operating Ice Arenas. Operators must have at least three (3) consecutive years of experience.
- 1-page summary of your experience and skills to run a successful On-Ice Program that includes: hockey, open skate, figure skating, public involvement, and community events.

Annual lease payment \$ 1000.00

received
4/4/24 *ESM*

For questions concerning bid specifications, please contact Neil Binder at 970-824-9160

Bid submittal includes acknowledgement of receipt of the following Addendums (please list):

My signature certifies that the Bid as submitted complies with all Terms and conditions as set forth in RFP: **202406 Moffat County Ice Arena Operations Lease** except as noted herein. My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a Representative for the Firm: _____

Sheldon Wolitski *SI* _____

Complete Legal Name of Firm: Colorado Extreme Hockey

Order from Address: _____

Remit to Address: _____

Fed ID No.: _____

Signature: *SI* _____

Name (type/print): Sheldon Wolitski
president.

Telephone: (_____) _____ mail: _____ Date: 4/1/24