

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
221 W Victory Way, Suite 130 Craig, Colorado 81625  
(970) 824-5517 (970) 824-9191 fax

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

**Tuesday, August 9, 2022**

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

- a) Approve minutes:
  - July 26 (pgs 3-6)

Resolutions:

- b) 2022-84: Amendment to Moffat County Employee Handbook for Electronic Approval of Time Submission (pg 7)
- c) 2022-86: Resolution for Transfer of Payroll Warrants (pg 8)
- d) 2022-89: Resolution for Payment of Warrants (pg 9)
- e) 2022-90: Voided Warrants Resolution for the month of August (pg 10)
- f) 2022-91: Transfer of Intergovernment Funds for the month of August (pg 11)
- g) Fixed Pricing & Volume Commitment for Propane (pg 12)
- h) Cooperative Agency Memo of Understanding w/BLM regarding Big Game Habitat & Migration (pgs 13-25)
- i) Department of Human Services Purchase of Service contract w/B. Moats for Technical Assistance (pgs 26-31)
- j) Ratify Section 10J comments to USFW (pgs 32-35)

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:**

9:00 am

**Public Hearing(s):**

- 1) County Clerk's Office – Debbie Winder
  - Special Permit Liquor License/Angel Nicolas, Inc (pgs 36-41)
- 2) Planning & Zoning – Jerry Hoberg
  - E-22-05: JH Land Company Exemption (pgs 42-45)



3:52 PM8/8/2022

## Staff Reports:

### 3) Office of Development Services – Roy Tipton

- New Courthouse project monthly progress report (pgs 46-58)
  - BHI Pay Application #9 (pgs 59-63)
  - Treanor HL Pay Application #7
- Resolution 2022-87: Authorization to sell County Property (pgs 64-71)
- Resolution 2022-88: Authorization to demolish Courthouse Building (pg 72)

### 4) Road & Bridge Department – Dan Miller

- Discuss replacing wrecked truck

### 5) Human Resources Department – Adam Krustchinsky

- Resolution 2022-85: Declining participation in the “FAMLI” Program (pg 73 & 74)

### 6) Public Health Department – Kari Ladrow

- Present contract w/Dr. Kevin Fitzgerald for Public Health Medical Director position (pgs 75-79)

## Adjournment

The next scheduled BOCC meeting will be Tuesday, August 23, 2022 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtu.be/elTmrft-lyk>

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*



3:52 PM 8/8/2022

**Moffat County Board of County Commissioners**  
221 W Victory Way Suite 130 Craig, CO 81625

July 26, 2022

**In attendance:** Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Rebecca Tyree; Jerry Hoberg; Allison Cutler; Dan Haskins; Jim Howell; Tracy Winder; Carol Haskins; John Williams; Denise Williams; Jeff Comstock; Tom Kleinschnitz; Tammy Raschke; Cathy Nielson; Heather Brumblow; Debbie Winder; Stacy Morgan; Ken Raschke; Amber Delay; Roy Tipton

**Call to Order**  
**Pledge of Allegiance**

Commissioner Broom called the meeting to order

Broom 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)

Approve minutes:

- a) Approve minutes:
  - July 12
  - June 28 (CBOE)
  - June 29 (Board of Public Health)
- b) 2022-76: Correction of Resolution 2022-53
- c) 2022-77: Resolution for Transfer of Payroll Warrants
- d) 2022-78: Correction of Resolution 2022-70
- e) 2022-79: Voided Warrants for the month of July
- f) 2022-80: Transfer of Intergovernment Funds for the month of July
- g) 2022-81: Resolution for Payment of Warrants
- h) 2022-82: Warrant for Payment of Purchase Cards
- i) 2022-83: Maybell Ambulance/Fire Department call-out fees
- j) Library grant application
- k) Department of Human Services contracts:
  - Adult Protective Services Remote Supervision contract w/B. Morrow
  - ~~- Child Welfare Remote Supervision contract w/P. Buddy~~

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

County Clerk & Recorder, Tammy Raschke, read a statement (see attached) regarding the 2022 Primary Election unofficial Hand Count. This statement explained the checks & balances and security processes that are in place to ensure a fair and accurate election. Her office does not have the time or the budget for a monitored hand count; her solution is to put the ballot images for the 2022 Primary Election on the County website.

### John Williams, Dan Haskins & Allison Cutler – Voter discussion

The group thanked Tammy for her statement but said they don't have any trust in the Dominion Voting equipment and the Secretary of State's office. There were several questions asked and discussed about the proposed hand count process. The BCC has been told by the State that the County Clerk's office has the final say on whether or not there would be a hand count. This group would like to see no machines used in the voting process.

### Natural Resources Department – Jeff Comstock

River Water Augmentation Plan grant application and Letter of Support (see attached)

Comstock presented a River Water Augmentation Plan grant application and a Letter of Support for the grant application. This grant is through the Community Funding Partnership and would encompass the whole lower Yampa River. The augmentation plan would cover projected housing/commercial/industrial growth that would be dependent on water wells. The funding would be mainly through the County (ARPA funds) and the Colorado River Water Conservancy District. The amount is not to exceed \$100,000.

Bohrer moved to approve the River Water Augmentation Plan grant application and Letter of Support, and the monies not to exceed \$100,000. Villard seconded the motion. Motion carried 3-0.

9:00 am

### Public Hearing(s):

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

### Planning & Zoning – Jerry Hoberg

- C-22-04: Union Telephone “Little Buck” Communications Tower (see attached)

The applicant wants to put in a communications tower. Applicant has right of way agreements and a land lease for the tower site in place. This application was approved by the Planning & Zoning Commission at their last meeting.

Broom asked the audience if there was anyone that would like to speak either for or against the Union Telephone Communications Tower. There was no testimony or comments.

Broom closed the Public Hearing

In regular session, Bohrer moved to approve the Union Telephone Communications Tower – C-22-04, as presented. Villard seconded the motion. Motion carried 3-0.

- E-22-02: Wyman Exemption (see attached)

This was originally a 105.71-acre parcel and 5.091 acres will be exempted off. There are no previous exemptions on this parcel. Mr. Wyman would like to exempt the museum off of his house property in order to make future inheritance issues easier for his family.

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

There was no other testimony or comments. Broom closed the Public Hearing

In regular session, Villard moved to approve the Wyman Exemption – E-22-02, as presented. Bohrer seconded the motion. Motion carried 3-0.

- E-22-04: Brooks Exemption (see attached)

This was originally a 46.89-acre parcel and 7.82 acres will be exempted off. There are no previous exemptions on this parcel.

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

Bohrer asked the landowner if they were aware of the current water well situation. They said they were. There was no other testimony or comments. Broom closed the Public Hearing

In regular session, Bohrer moved to approve E-22-04: Brooks Exemption, as presented. Villard seconded the motion. Motion carried 3-0.

Finance – Cathy Nielson

- July Budget Supplemental/Resolution 2022-75 (see attached)

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

Nielson presented the July Budget Supplemental. The supplemental provides a chance for various departments to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

<b>Budget supplemental requests by category:</b>	
<b>Unexpected Revenue</b>	<b>\$1,302,586.05</b>
<b>Transfers</b>	<b>\$95,660.60</b>
<b>Increase Spending Authority</b>	<b>\$</b>
<b>Rollovers</b>	<b>\$7,632.80</b>
<b>Downward Supplemental</b>	<b>\$362,765.00</b>
<b>Total Adjustments</b>	<b>\$1,768,644.45</b>

<b>Contingency Account History</b>	
<b>Balance as of January 1, 2022</b>	<b>\$625,000.00</b>
<b>March Supplemental</b>	<b>\$0.00</b>
<b>July Supplemental</b>	<b>\$0.00</b>
<b>December Supplemental</b>	<b>\$0.00</b>
<b>Balance as of July 26, 2022</b>	<b>\$625,000.00</b>

<b>Emergency Reserve Account History</b>	
<b>Balance as of January 1, 2022</b>	<b>\$1,131,865.00</b>
<b>Balance as of July 26, 2022</b>	<b>\$1,131,865.00</b>

Broom asked the audience if there was anyone that would like to speak either for or against the July Supplemental Budget. There was no testimony or comments.

In regular session, Villard moved to adopt Resolution 2022-75 to approve the July 2022 Budget Supplemental as approve. Bohrer seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:21 am

The next scheduled BOCC meeting is Tuesday, August 9, 2022

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

Link to view this meeting on the Moffat County YouTube channel:

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

**Resolution 2022-84**

**Amendment to Moffat County Employee Handbook for electronic approval of time submission**

WHEREAS, Moffat County is utilizing electronic time entry software for payroll and time tracking purposes;

WHEREAS, the approval process of time submission of the employee and the supervisor's approval of time and effort is completed within the software;

WHEREAS, the Board of County Commissioners of the County of Moffat has determined that the need for paper timesheet approval is no longer necessary as the separation of electronic approval is within the software;

WHEREAS, unforeseen corrections of time entry, after electronic approval, may be justified through written corrections by the employee as approved by the supervisor or Department Head;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that the need for paper timesheet approval is no longer required. In the event of unforeseen correction of time entry after the electronic approval submission, written corrections will serve as justification for the correction to the original electronic time submission. Effective August 9, 2022.

Adopted this 9th day of August, 2022.

\_\_\_\_\_  
Donald Broom  
Chairman, Board of County Commissioners

State of Colorado)  
                                  )§  
County of Moffat)

I, Tammy Raschke, County Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

Witness my hand and the seal of said County this 9th day of August, 2022.

\_\_\_\_\_  
(Deputy) Clerk and Ex-officio to  
County Commissioners, Moffat County  
State of Colorado; Tammy Raschke

RESOLUTION 2022-86  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 7/23/2022

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 08/05/2022**

FROM FUND:			
General	0010.7000	\$231,872.42	cr
Road & Bridge	0020.7000	\$139,949.56	cr
Landfill	0070.7000	\$13,279.92	cr
Airport	0120.7000	\$1,899.19	cr
Library	0130.7001	\$9,763.08	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,753.54	cr
Mo Co Tourism	0320.7000	\$3,111.45	cr
PSC Jail	0072.7000	\$68,268.47	cr
Human Services	0030.7100	\$51,038.19	cr
Public Health	0065.7000	\$15,176.73	cr
SM I	0168.7000	\$3,447.94	cr
SM II	0169.7000	\$4,049.82	cr
TO FUND:			
Warrant	0100.1000	\$548,610.31	dr

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022

\_\_\_\_\_  
 Chairman

STATE OF COLORADO )  
 )ss.  
 COUNTY OF MOFFAT )

I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of



RESOLUTION 2022-89  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF AUGUST 2022

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:	8/9/2022		
General	110	<u>\$89,311.94</u>	CR	0010.7000
Road & Bridge	200	<u>\$120,886.34</u>	CR	0020.7000
Landfill	240	<u>\$32,052.39</u>	CR	0070.7000
Airport	260	<u>\$318.69</u>	CR	0120.7000
Emergency 911	270	<u>\$184.86</u>	CR	0350.7000
Capital Projects	510	<u>\$640.00</u>	CR	0160.7000
Conservation Trust	211	<u>\$1,549.93</u>	CR	0060.7000
Library	212	<u>\$2,364.95</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$980.23</u>	CR	0280.7000
Health & Welfare	720	<u>\$227,385.62</u>	CR	0080.7000
Senior Citizens	215	<u>\$898.68</u>	CR	0170.7000
Internal Service Fund	710	<u>\$569.33</u>	CR	0325.7000
Lease Purchase Fund	410	<u>\$27,465.00</u>	CR	0175.7000
NCT Telecom	520	<u>                    </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$5.00</u>	CR	0320.7000
PSC - JAIL	210	<u>\$19,280.86</u>	CR	0072.7000
Human Services	220	<u>\$9,135.59</u>	CR	0030.7100
Public Health	250	<u>\$2,475.32</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$4,362.86</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>                    </u>	CR	0167.7000
Sunset Meadows II	920	<u>\$6,654.68</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>                    </u>	CR	0171.7000
Museum	229	<u>                    </u>	CR	0310.7000
ACET	275	<u>                    </u>	CR	0040.7000
Shadow Mountain LID	530	<u>                    </u>	CR	0110.7000
MC Local Marketing District	231	<u>\$18,364.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$564,886.27</u>	DR	

Adopted this 9th day of August, :

2022

\_\_\_\_\_  
Chairman

RESOLUTION 2022-90  
 VOIDED WARRANTS RESOLUTION  
 FOR THE MONTH OF AUGUST

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:

**8/9/2022**

**TO: WARRANT FUND 10-0000-2003 \$ 33,189.43 dr**

VOID FUND	WARRANT #		VENDOR NAME	
General Fund	429432	7/7/2020	Ellen Dana Stale dated	\$ 358.06
Road & Bridge	430788	1/19/2021	Dayton Dowling Stale dated	\$ 100.00
Road & Bridge	431147	3/10/2021	Arthur Villard Stale dated	\$ 125.00
General Fund	431419	4/27/2021	14th Judicial Dist Attorney Stale dated	\$ 44.00
Road & Bridge	431683	6/8/2021	Bull High LLC Stale dated	\$ 1,000.00
Public Health	431928	6/6/2021	Thomas N. Told Lost in mail	\$ 850.00
Public Health	432395	9/14/2021	Thomas N. Told Lost in mail	\$ 850.00
Road & Bridge	432672	11/1/2021	PRM Partners Stale dated	\$ 29,500.00
Sunset Meadow 1	433998	6/14/2022	HD Supply Lost in mail	\$ 112.39
Sunset Meadows 2	433998	6/14/2022	HD Supply Lost in Mail	\$ 112.38
General Fund	1419	7/26/2022	Column Software Duplicate	\$ 137.60

**FROM: WARRANT FUND 10-0000-1001 \$ 33,189.43 cr**

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
 Chairman

STATE OF COLORADO )  
 )ss.  
 COUNTY OF MOFFAT )

I, Tammy Raschke, 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022

RESOLUTION 2022-91  
TRANSFER OF INTERGOVERNMENT FUNDS  
FOR THE MONTH OF AUGUST 2022

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)(cr)</i>	<i>Amount</i>	<i>To: (Fund) (db)</i>	<i>Amount</i>
General Fund	\$ 5,482.62	Sunset Meadows 2	\$ 5,482.62
<b>TOTALS</b>	<b><u>\$ 5,482.62</u></b>	<b>TOTALS</b>	<b><u>\$ 5,482.62</u></b>

Adopted this 9th day of August. A.D. 2022

\_\_\_\_\_  
**Chairman**

COUNTY OF MOFFAT )  
  )§

I, Tammy Raschke, 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 9th day of August. A.D. 2022

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

District No. 1170

Account No. 201117831

## ATTACHMENT A

### FIXED PRICING AND VOLUME COMMITMENT FOR PROPANE

This Fixed Pricing Attachment ("Attachment") is entered into between AmeriGas Propane, L.P. ("Company") and Moffat County ("Customer") with a billing address of 221 W Victory Way Ste 115. Company and Customer agree as follows:

1. **Supplemental Terms.** This Attachment supplements and is subject to the Company's [CIRCLE ONE] Non-Residential / Dispenser / Temp Heat / Motor Fuel Agreement entered into between Customer and Company (the "Customer Agreement"), and the Company's standard Terms and Conditions for propane-related services and equipment rental contained in the Customer Agreement (the "Terms and Conditions"), which are incorporated herein by reference. Except for the Fixed Price, Volume, and Volume Commitment, the terms of the Customer Agreement control over the terms of this Attachment.

2. **Fixed Pricing Term and Price.** From Oct 1, 2022 to Sept 30, 2023, ("Fixed Pricing Term") Customer agrees to purchase 25,000 gallons of propane (the "Volume") and the Company agrees to provide Customer with a fixed price of \$1.90 per gallon (the "Fixed Price"), plus all applicable taxes, fees and charges for the Volume during the Fixed Pricing Term.

3. **Excess Gallons.** Gallons purchased by Customer in excess of the Volume will be priced pursuant to the pricing terms of the Customer Agreement.

4. **Volume Commitment.** Customer understands that this is a take-or-pay obligation and that Customer is obligated to purchase 100% the Volume during the Fixed Pricing Term, regardless of usage ("Volume Commitment.") If at the end of the Fixed Pricing Term Customer has not satisfied the Volume Commitment, payment for the balance will be due within 30 days of receipt of Company's invoice. If the Company and Customer agree, Company may elect to waive Customer's obligation to purchase up to 20% of the Volume by rolling over up to 20% of the Customer's Volume Commitment in the Attachment into a new fixed pricing agreement.

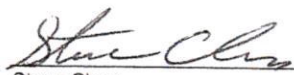
For example, if the Volume is 1,000 gallons and Customer only purchases 700 gallons during the Fixed Pricing Term, Customer will pay Company the Fixed Price multiplied by 300 gallons at the conclusion of the Fixed Pricing Term. But if Customer enters into a new fixed pricing agreement, Company may reduce the 1,000-gallon Volume Commitment by up to 20% (200 gallons), resulting in Customer then owing Company payment for only 100 gallons, and the remaining 200-gallon obligation deferred into a new fixed pricing agreement.

The parties have agreed to the terms of this Attachment as of the latest date signed by both Parties below. This Attachment may only be executed by a manager, director, or corporate officer of Company. The individual signing below on behalf of Customer represents that he or she is authorized to do so.

CUSTOMER:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COMPANY:

Signature:   
Name: Steve Cless  
Title: Manager  
Date: 8/1/2022



**MEMORANDUM OF UNDERSTANDING  
AMONG THE  
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT,  
COLORADO STATE OFFICE  
AND  
MOFFAT COUNTY, COLORADO  
FOR  
COOPERATIVE DEVELOPMENT OF THE  
BIG GAME HABITAT, MOVEMENT ROUTE AND MIGRATION CORRIDOR  
RESOURCE MANAGEMENT PLAN AMENDMENT**

**I. Introduction**

The U.S. Department of the Interior (USDI), Bureau of Land Management, Colorado State Office (herein referred to as “BLM”) and Moffat County (County/Cooperator) collectively referred to herein as “the Parties,” enter this Memorandum of Understanding (MOU) outlining cooperating agency relationship responsibilities during the National Environmental Policy Act (NEPA) process for the proposed big game habitat, movement route and migration corridor resource management plan amendment (RMPA) in Colorado, hereafter referred to as “the Project.” This MOU establishes a cooperating agency relationship between the BLM and the County, provides a framework for cooperation and coordination, and documents agreed upon procedures, roles, and responsibilities associated with the preparation of the environmental impact statement (EIS).

The BLM will consider and analyze an amendment to applicable BLM Colorado land use plans to evaluate consistency with plans of other Federal and State agencies, Local governments, and Tribes, to the extent possible with the BLM’s responsibility under the Federal Land Policy and Management Act of 1976 (FLPMA), as amended, for the conservation of big game movement routes, migration corridors and other important habitat areas. FLPMA mandates “land use plans [of the Secretary] shall be consistent with State and local plans to the maximum extent [the Secretary] finds consistent with Federal law and the purposes of this Act” (43 U.S.C. 1712).

The cooperating agency relationship established through this MOU shall be governed by all applicable legal and regulatory mandates, including FLPMA, Council on Environmental Quality’s (CEQ) NEPA regulations (40 CFR §1500; in particular, 40 CFR 1501.8), DOI Implementing Regulations (43 CFR 46), and the BLM’s planning regulations (43 CFR §1600; in particular, 43 CFR 1610.3.). The BLM recognizes a compelling need to ensure the interests of the County are accounted for and the agencies are meaningfully engaged in the above stated Project. As such, the BLM has invited Moffat County to be a cooperating agency pursuant to 40 CFR §1501.8.

The BLM acknowledges that the County has jurisdiction by law and/or special expertise applicable to the project, as defined at 40 CFR §1508.1 The County is a cooperating agency due

to expertise with County plans, implicated and applicable County land use and other regulations, and resources within the County.

This MOU will facilitate a cooperative environmental review process ultimately aiding the goals and missions of the Parties. The Parties agree to work cooperatively during the planning and NEPA process. This MOU does not invalidate any existing agreements between the BLM and the County.

## **II. Background**

Policies exist at Federal and State levels for the conservation of movement routes, migration corridors and important habitat for big game species. The “America the Beautiful” initiative sets targets for conserving the nation’s lands and waters—expanding collaborative conservation of wildlife habitats and corridors is one of the top priorities. The Department’s Secretarial Order 3362 “Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors” was signed in 2018. The Order is focused on conserving, enhancing, restoring, or improving the condition of priority big game winter range and migration corridor habitat. The Order directs BLM and appropriate Bureaus within DOI to work with states, including Colorado, to enhance and improve big game winter range and migration corridors on federal lands managed under the Department.

In 2019, the Governor of Colorado, Jared Polis, signed executive order D 2019 011, *Conserving Colorado’s Big Game Winter Range and Migration Corridors*. In 2021, the Colorado Parks and Wildlife updated their action plan for *Implementation of Department of the Interior Secretarial Order 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors*. In 2021, Colorado Department of Natural Resources released a report titled *Opportunities to Improve Sensitive Habitat and Movement Route Connectivity for Colorado’s Big Game Species*, encouraging the BLM to adopt recommendations for managing land use development in big game seasonal migration corridors, movement routes, priority winter ranges, and production, calving, fawning, and summer concentration areas.

### *Definitions*

1. Lead Agency means the Federal agency having the primary responsibility for preparing the NEPA document and for supervising compliance with the requirements of NEPA (42 U.S.C. §§ 4321 et seq.), and the regulations established by the Council on Environmental Quality (CEQ) (40 CFR 1501.7 Lead Agencies). For purposes of this MOU, the BLM is the Lead Agency for the Project.
2. Cooperating Agency or Cooperator means any Federal, State, or local agency, or tribal government which has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposed major Federal action significantly affecting the quality of the human environment. The selection and responsibilities of a cooperating agency are described in 40 CFR Part 1501.8. For purposes of this MOU, the County is a Cooperating Agency for this Project. Additional State or local agencies of similar qualifications or a Tribe may, by separate agreement, may become a Cooperating Agency.

3. An EIS is a detailed written Environmental Impact Statement as required by Section 102(2)(c) of NEPA, and as defined by CEQ regulations at 40 CFR 1500-1508. NEPA regulations (40 CFR §1508.1).
4. A No Action Alternative for this proposed Project means the Proposed Actions would not be implemented and there would be no change from the current planning decisions.

### **III. Purpose**

- A. This MOU designates the BLM as Lead Agency, and the County as Cooperating Agency in the proposed Project. The BLM determined an EIS should be prepared to analyze the impacts of the proposed Project because the effects of the Proposed Action are likely to significantly affect the quality of the human environment.
- B. To provide a framework for cooperation and coordination between the BLM and the County to ensure successful completion of the RMPA/EIS in a timely, efficient, and thorough a manner that satisfies compliance requirements.
- C. To recognize that the BLM is the Lead Agency with the responsibility for the completion of the RMPA/EIS and the Record of Decision (ROD).
- D. To formalize the commitment among the Parties regarding their respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning and NEPA process.

### **IV. Authority**

- A. The BLM's authorities to enter into and engage in the activities described within this MOU include, but are not limited to:
  1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
  2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
- B. Regulations implementing the above authorities:
  1. Council on Environmental Quality NEPA regulations (40 CFR §1501.7 *et seq.*).
  2. U.S. Department of the Interior's NEPA regulations, (43 CFR parts 46, *et seq.*), and its regulation regarding Cooperating Agencies (43 CFR § 46.225(d)).
  3. BLM planning regulations (43 CFR §1601 *et seq.*).
- C. The authorities of the Cooperating Agency to enter into this MOU include, but are not limited to:
  1. General Powers of Counties (Colo. Rev. Stat. § 30-11-101).
  2. County Coordination of Planning Efforts with Federal Agencies (Colo. Rev. Stat. § 30-11-101(1)(k)).

This MOU does not grant the signatories any additional rights or powers, nor does it excuse the signatories from fulfilling any other statutory obligation they might have or otherwise diminish their respective regulatory jurisdiction and authority. Each Party is responsible for its own actions/omissions. This MOU does not incur upon the signatories a shared statutory responsibility to fulfill the obligations of the other signatories.

## **V. Roles and Responsibilities**

### **A. Responsibilities of all Parties:**

1. The Parties agree to participate in this planning and NEPA process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the RMPA/EIS, the Parties agree to utilize the facilitation and conciliation procedures described below (see Sections VI.E and VI.H).
2. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for RMPA/EIS milestones and timeframes for Cooperating Agency reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the RMPA/EIS process. This MOU does not authorize funding from or to either party.
4. Each party will assist other agencies to the best extent possible and coordinate the exchange of information among the Parties for use of the best available science.
5. The EIS shall be completed in two years from the date of the issuance of the notice of intent and prepared in 300 pages or fewer (excluding appendices) unless a senior agency official of the Department approves in writing a new time or page limit (40 CFR §1501.10).
6. Each Party will meet upon request and make available staff support to enhance interdisciplinary capability.

### **B. Lead Agency (BLM) Responsibilities:**

1. The BLM is the Lead Agency with responsibility for preparation of the RMPA/EIS. It will ultimately be the responsibility of the BLM to comply with NEPA.
2. The BLM will collaborate, to the fullest extent possible, with the County concerning those issues relating to their special expertise.
3. Coordinate to develop the purpose and need and alternatives in consultation with cooperating agencies (§1501.7). Additionally, responsibilities include coordinating with cooperating agencies during opportunities outlined in Attachment A, including analyzing data, developing alternatives, evaluating alternatives and



estimating the effects, and/or carrying out any other tasks necessary for the development of the RMPA/EIS.

4. As the Lead Agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft RMPA/EIS, the Proposed RMPA/Final EIS, and the ROD. The BLM's responsibilities include final determination of the purpose and need, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements. Where the County may provide information, review, or contribute to analysis, the BLM is still responsible for all content within the RMPA/EIS.
5. To the fullest extent consistent with its responsibilities as the Lead Agency, the BLM will consider the comments provided by the County in the RMPA/EIS process, giving particular consideration to those topics on which the agency are acknowledged to possess jurisdiction by law or special expertise. The BLM will use information from the County to the maximum extent possible consistent with its responsibility as the Lead Agency.
6. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the County copies of the documents underlying the RMPA/EIS relevant to the agency responsibilities, including biological assessments, technical reports, data, comments received, and working drafts related to the Draft and Final RMPA/EIS.
7. Develop the schedule (Attachment B) in consultation with cooperating agencies, setting milestones for all environmental reviews and authorizations required for implementation of the action. Appropriate timelines should be adhered to throughout the process to the extent practicable by all parties. If a milestone is anticipated to be missed, agency representatives will be notified as soon as practicable (40 CFR §1501.7). Parties acknowledge the schedule may or may not be modified if a party cannot meet a milestone.
8. Maintain records management and decision file to provide for the official administrative record for the Project, protecting all proprietary information and data collected to the extent allowed by the Freedom of Information Act (FOIA), the Privacy Act, and/or other Federal law.
9. The BLM is responsible for developing the cost estimate for preparation of the RMPA/EIS (40 CFR §1502.11).
10. The BLM is responsible for obtaining contractor support for the RMPA/EIS. To facilitate timely and efficient completion of required environmental documents, the BLM intends to contract the EIS preparation with a consulting firm approved by the BLM. The contractor will conduct the environmental analysis process and to prepare a

Draft and Final EIS for BLM review at the BLM's expense. The BLM and the contractor will work together in a professional and productive manner under NEPA, and all other applicable Federal and State laws, including if a biological assessment will be prepared. The County's relationship with the contractor shall be governed by Section VI.I.

11. The BLM will maintain the integrity of the NEPA process for the EIS consistent with Sec. 5 of Secretarial Order 3399 (April 16, 2021) to "utilize the NEPA process to restore transparency and integrity to the decision-making process."

C. Cooperating Agency Responsibilities:

1. The County is a cooperating agency in this RMPA/EIS process and is recognized to have jurisdiction over and special expertise in the planning area. Counties participating as cooperating agencies in this effort are recognized to have special expertise in the following areas within the County: local land use information; resource management; oil and gas; socio-economics; soliciting public opinion; and engaging in matters relating to public land use and other county matters. In addition, pursuant to its land use and other applicable authorities under Colorado law, the County has promulgated regulations in its Land Use Resolution for the protection of wildlife and wildlife habitat, in particular LUR Section 11-106, Protection of Wildlife Habitat Areas.
2. The County may provide information, comments, and technical expertise to the BLM regarding those elements of the RMPA/EIS in which the agency has jurisdiction or special expertise or for which the BLM requests assistance. In particular, the County may provide information on relevant issues, data needs, and analysis.
3. Within the areas of their jurisdiction or special expertise, the County may participate in activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve issues, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on administrative drafts of the RMPA/EIS and supporting documents.
4. The County will meet the BLM's schedule, including providing comments in a timely manner and limit comments to those matters for which the Cooperating Agencies have jurisdiction by law or special expertise with respect to any environmental issue (40 CFR §1501.8(7)). If a milestone is anticipated to be missed, any issues relating to purpose and need, alternatives, or other issues that may affect ability to meet the schedule, should be elevated to the BLM for timely resolution (40 CFR § 1501.7). Additional time may not be granted.
5. On request of the BLM, the County will make available staff support review of the NEPA documents. In response to the BLM's request for assistance, if program commitments preclude any involvement or the degree of involvement requested in the action that is the subject of the environmental document, the County will notify

the BLM as soon as practicable (40 CFR §1501.7).

6. The County may contribute to the project Decision File, protecting all proprietary information and data collected to the extent allowed by Freedom of Information Act (FOIA), the Privacy Act, Colorado Privacy Act, the Colorado Open Records Act (CORA) and/or other state or Federal law. To the extent permitted by law, the County agrees not to release these materials to individuals or entities other than the Parties to this MOU (and their contractors), except as provided in Section VI.K.

## **VI. Other Provisions**

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available. The Anti-Deficiency Act, 31 U.S.C. §1341, prohibits Federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available. This MOU is neither a fiscal nor a funds obligation document.
- C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator, including officials, employees, or contractors, having a financial interest in the outcome of the RMPA/EIS. Questions regarding potential conflicts of interest should be referred to BLM headquarters or ethics counselors for resolution.
- E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMPA/EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Draft RMPA/EIS and the Proposed RMPA/Final EIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F. Nothing in this MOU precludes the County from participating in all phases of the planning process generally available to the public.
- G. Management of information. Any records or documents generated because of the project become part of the official BLM record maintained in accordance with BLM

record management policies. The Cooperator acknowledges that all supporting materials and draft documents may become part of the project record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by §24-72-201 to 24-72-206, C.R.S. The Parties agree that the BLM at its discretion may withhold from the cooperators those documents that would otherwise be available for public release under 24-72-201 to 24-72-206, C.R.S.

- H. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts and may agree to initiate a dispute resolution process. The Parties acknowledge that the BLM retains final responsibility for the decisions identified in the RMPA/EIS and ROD.
- I. The BLM, at its discretion, may select a contractor, or contractors, to assist in preparation of the RMPA/EIS. The contractor would support the BLM with public involvement, data collection, environmental analysis, and RMPA/EIS preparation. The Cooperators may only communicate with the BLM contractor through or with the approval of the BLM's representative. Specific opportunities may be provided for the Cooperators to provide information and comments directly to the contractor. In addition, sub-groups can be established as needed to collaborate with the BLM and the contractor's technical staff on matters within County jurisdiction or areas of special expertise. Parties acknowledge that the BLM retains the exclusive responsibility to authorize modifications to any BLM contracts and the County is not authorized to provide technical or policy direction regarding the performance of the contract.
- J. Contingent Upon Appropriations and Authorization: Where activities provided for in the MOU extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the MOU. The expenditure or advance of any money or the performance of any obligation of the United States under this MOU shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States for failure to perform any obligation under this MOU in the event that funds are not appropriated or allotted.
- K. Confidentiality: All Parties agree to keep all documents, including drafts, provided during the NEPA process and pursuant to this MOU confidential to the extent allowable by law. Each party will provide notice to the other before disclosing any document required by law to be disclosed to outside parties that has been shared with Cooperators or BLM pursuant to this MOU. All Parties agree to keep all deliberations concerning the process, prior to the release of a public Draft RMPA/EIS confidential to the extent allowable by law.

## **VII. Agency Representatives**

Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the County and the BLM during the planning

and NEPA process. Each Party may change its representative at will by providing written notice to the other Parties.

**VIII. Administration of the MOU**

- A. Approval: This MOU becomes effective upon signature by the authorized officials of the BLM and the County.
- B. Amendment: Amendment or modification of this MOU, within the scope of the MOU, shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by the Parties, prior to any changes being performed.
- C. Termination: If not terminated earlier, this MOU will end when the ROD for the RMPA/EIS is approved by the BLM State Director. Either of the Parties, in writing, may terminate the MOU, in whole or in part, at any time before the date of expiration.

**IX. Signatures**

BUREAU OF LAND MANAGEMENT (LEAD AGENCY)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Alan Bittner, Deputy State Director—Resources  
BLM Colorado

MOFFAT COUNTY, COLORADO

By: \_\_\_\_\_

Date: \_\_\_\_\_

County Commissioner

**Attachment A**  
**Cooperating Agency Participation in the Big Game Corridor**  
**RMPA/EIS**

<b>RMPA/EIS Stage</b>	<b>Potential Activities of Cooperating Agencies within acknowledged areas of expertise</b>
Data Share; Conduct scoping and identify issues	Identify data needs; provide data and technical analyses within the cooperator's expertise. Identify coordination or consultation requirements; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments following the NOI.
Develop planning criteria	Provide any advice on proposed planning criteria. Identify pertinent elements of relevant plans and legal requirements that shape other policies and responsibilities.
Baseline Assessment	Provide input on the Affected Environment, such as information on local monitoring and baseline data related to expertise
Formulate alternatives	May cooperate with the BLM Colorado State Office in developing alternatives. Suggest goals and objectives for potential alternatives. Suggest land allocations or management actions to resolve issues. Suggest management actions to resolve issues. Decision to select alternatives reserved to the BLM.
Estimate effects of alternatives	Review, and where appropriate, may develop effects analysis within area of expertise; suggest models and methods of impact analysis; suggest mitigation measures for adverse effects.
Select the preferred alternative; issue Draft RMP/EIS	Cooperate with the BLM Colorado State Office in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Draft RMPA/EIS. Cooperating agencies may provide written, public comments on Draft if desired. Decision to select a preferred alternative and to issue a Draft is reserved to the BLM.
Respond to comments	As appropriate, review comments within expertise and provide assistance in preparing the BLM's responses.
Issue Proposed RMP/FEIS	Action reserved to the BLM.
Initiate Governor's Consistency Review	Once initiated by the BLM, State Cooperating Agencies may contribute to the Governor's Consistency Review.
Sign ROD	Action reserved to the BLM.

Resolve protests; modify Proposed RMP/FEIS if needed; sign ROD	Action reserved to the BLM. A cooperator that has provided information relevant to a protest may be asked for clarification. Cooperating relationship does not negate an agency's or government's rights to comment or protest the decision.
--	--

**Attachment B:  
Schedule Overview**

Target Timeline	Key Milestones
<b>Spring 2022</b>	Invite cooperating agencies; begin data sharing for the RMPA/EIS and continuous cooperating agency meetings
<b>Summer 2022</b>	Preliminary alternative, identify issues
<b>July 2022</b>	Notice of Intent and 45-day scoping period
<b>December 2022</b>	4-week review of draft RMPA/EIS
<b>April 2023</b>	Notice of Availability for the RMPA/DEIS and 90-day public comment period
<b>September 2023</b>	4-week review of proposed RMPA/EIS
<b>January 2024</b>	Notice of Availability for the proposed RMPA/FEIS
<b>January 2024</b>	Public Protest Period (30 days) and Governor’s Consistency Review (60 days). If protests, BLM’s protest resolution is an internal review process
<b>June 2024</b>	Record of Decision/Approved Plan



**Attachment C**  
**Agency Representatives**

**Bureau of Land Management Colorado**

Primary Representative:

Ashley Phillips  
State Office Planning and Environmental Coordinator  
[amphillips@blm.gov](mailto:amphillips@blm.gov)  
303-239-3948

Backup Representative:

Alan Bittner  
Deputy State Director – Resources  
[abittner@blm.gov](mailto:abittner@blm.gov)  
303-239-3768

**Moffat County**

Primary Representative:

Jeff Comstock  
County Natural Resources Department  
[jcomstock@moffatcounty.net](mailto:jcomstock@moffatcounty.net)  
970-826-3400

## PURCHASE OF SERVICE CONTRACT

*August 3, 2022 – December 31, 2022*

THIS CONTRACT, made this 3rd day of August, 2022, by and between the **Moffat County Department of Human Services**, Colorado (hereinafter referred to as "County") and **Bryan Moats**, located at 9332 Desert Willow Road., Highlands Ranch, CO 80129; bmoats@jeffco.us; Phone: 720-273-9518 (hereinafter referred to as "Contractor").

WHEREAS, COUNTY is desirous of entering into an agreement with the Contractor to provide services described hereafter as the Scope of Work.

NOW THEREFORE, IN CONSIDERATION of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

1. This contract will be effective from **August 3, 2022** until **December 31, 2022**, regardless the date of execution. This contract may be terminated by either party at any time according to the terms contained herein.

County agrees to purchase and Contractor agrees to furnish the Services described in the Scope of Work, to be billed at a rate of \$55.00 per hour, but not to exceed a total of **\$25,000.00** in compensation. The monthly amount paid will be based on the monthly Invoice with noted activity. The Contractor agrees to supply an invoice no later than the 10<sup>th</sup> day following the month indicating that the services have been provided for the prior month, or within 90 days of service. Payments will be made by County. Under no circumstances shall the County pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve the COUNTY of payment for those respective services.

2. SCOPE OF WORK: The Contractor shall perform the Scope of Work:

- Provide support and technical assistance to the Moffat County Department of Human Services in various areas of state human service programs. Assistance will include supervision for child welfare caseworkers according to the guidelines set forth in the Department of Human Services Rules and Regulations, Volume 7 ("Volume 7") and related services as follows:
  - Contractor shall serve on the Review, Evaluate and Direct ("RED") Team for gathering information on and processing child welfare cases.
  - Assigning or re-assigning caseloads, reviewing work product, and assisting caseworkers in tasks that are only administrative in nature.
  - Providing this technical assistance will require that training and procedures be formed in areas that do not have clear guidance.
  - Case consultation, including review of Volume 7 and how that aligns with practice.
  - Case consultation including review of the Moffat County Case Management Order and provisions of that Order concerning Moffat County, including discovery mandates.

- Weekly supervision with individual staff.
- Available to work during and after normal hours as needed by Moffat County.
- Such other services as need or as may be required by the State Department of Human Services or as needed by Moffat County.

The amount to be expended pursuant to this Agreement shall not exceed Twenty-Five Thousand dollars and no/100 cents **(\$25,000.00)**. The Moffat County Board of County Commissioners 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. Contractor shall perform its duties pursuant to this Contract 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 County. Contractor shall receive no additional reimbursements for expenses without prior approval from 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 County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners.

4. 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 County 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 County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are set forth in the Scope of Work and are billed in a timely manner as described in Paragraph 6.

5. County agrees:
  - A. To monitor the provision of contracted services.
  - B. To pay Contractor after timely receipt of billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
  
6. Contractor agrees:
  - A. Not to assign any provision of this Contract to a subcontractor.
  - B. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
  - C. To submit a billing statement by the 10<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
  - D. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
  - E. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
  - F. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
  
7. TERMINATION: Either party may terminate this Contract for any reason by providing thirty (30) days prior notification in writing.

Moffat County Board of County Commissioners  
221 West Victory Way, Ste. 130  
Craig, CO 81625

Bryan Moats  
9332 Desert Willow Road  
Highlands Ranch, CO 80129  
bmoats@jeffco.us  
Phone: 720-273-9518

8. During the course of the parties' performance of their respective obligations hereunder, a party may gain access to confidential information. All such information shall be maintained in strict confidence, shall not be used except as necessary for the performance of the parties' obligations under this Contract and shall not be disclosed to any third party without prior written approval of the disclosing party, unless required under the Colorado Open Records Act or other law. If a party maintains such information in electronic form, such party will take all reasonable precautions to maintain such information in a secure environment to prevent its unauthorized access, use or disclosure. If a party becomes aware of any actual or suspected unauthorized access, use or disclosure of confidential party information, such party shall notify the other party as soon as practicable. Upon the cancellation, termination or completion of this Contract, all such information shall be returned or destroyed, at the discretion of the disclosing party.
9. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.
10. SEVERABILITY: The parties hereto agree that each term and condition contained herein is severable. In the event that any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.
11. INDEMNITY: Contractor shall indemnify COUNTY from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby or based upon any violation of any statute, regulation and in the defense of any such claims or actions.
12. MODIFICATIONS AND AMENDMENT:
  - A. *Modifications by Operation of Law*. This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be discussed by the parties prior to being incorporated into and being part of this Agreement.
  - B. *Programmatic or Budgetary Modifications*. No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. COUNTY shall have full discretion as to whether or not such modifications shall be authorized.
  - C. *Other Modifications*. If either COUNTY or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (A) and (B) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance

with applicable law.

- 13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and federal law and regulations governing the privacy of certain health information.
- 14. LEGAL VENUE: The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Moffat County, Colorado.
- 15. CONFIDENTIALITY: The Contractor shall safeguard information and confidentiality of cases referred by COUNTY to the Contractor.
- 16. FACSIMILE and EMAIL: A facsimile or email copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

\_\_\_\_\_ Date: \_\_\_\_\_  
 Kristin Grajeda, Director

MOFFAT COUNTY BOARD OF HUMAN SERVICES  
and the MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_ Date: \_\_\_\_\_  
 Donald Broom, Chairperson

**CONTRACTOR**

\_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_, Contractor

STATE OF COLORADO    )  
   ) ss.  
 COUNTY OF \_\_\_\_\_)

Subscribed and affirmed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
 \_\_\_\_\_, Independent Contractor.

Witness my hand and seal.

---

Notary Public

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August 4, 2022

Lisa Ellis  
Acting Chief, Division of Restoration & Recovery  
Attn: FWS-HQ-ES-2021-0033  
U.S. Fish & Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

Dear Ms. Ellis:

The Moffat County Board of Commissioners appreciates the opportunity to offer comments on the U.S. Fish and Wildlife's Proposed Rule to revise the regulations concerning experimental populations of endangered species and threatened species under the Endangered Species Act (ESA). 87 Red. Reg. 34625 (June 7, 2022). The primary proposed rule revision to the Section 10(j) regulations is to allow the FWS to introduce experimental populations into areas of habitat outside of the historical range of the affected listed species, as opposed to limiting the reintroduction to the species' historical range. The County is concerned about this Proposed Rule because it expands the FWS authority beyond what was intended under the ESA and has the potential to harm rural communities and other fish and wildlife species.

Moffat County is familiar with Section 10(j) reintroduction of experimental populations and is most recently dealing with a proposed rule to designate an experimental population of gray wolves in northwest Colorado. 87 Fed. Reg. 43489 (July 21, 2022). In November of 2020, the State of Colorado approved legislation that requires the reintroduction of gray wolves west of the Continental Divide by December 31, 2023. Colo. Rev. Stat. § 33-2-105.8. At the time the statute was passed, the gray wolf was no longer listed under the ESA (85 Fed. Reg. 69778 (Nov. 3, 2020), however the delisting decision was vacated by court order on February 10, 2022 (*Defenders of Wildlife v. U.S. Fish & Wildlife Serv.*, No. 21-CV-00344-JSW, 2022 WL 499838 (N.D. Cal. Feb. 10, 2022)). In order to provide more flexibility for the management of the reintroduction of gray wolves that are now listed again, the Colorado Parks and Wildlife (CPW) has requested the FWS to designate an experimental population of gray wolves. Moffat County is actively involved in CPW's reintroduction efforts and has a Commissioner on the CPW Stakeholder Advisory Group. With this background, we offer the following comments on FWS's proposed rule revisions.

**1. Proposed Rule Revision is Outside Authority Granted by the ESA**

Section 10(j) of the ESA authorizes the FWS to release an experimental population "of an endangered species or a threatened species outside the current range of such species if the Secretary determines that such release will further the conservation of such species." 16 U.S.C. § 1539(j)(2)(A). The legislative history of Section 10(j)

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*Office of the County Commissioners*  
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(970) 824-5517 Office  
(970) 824-9191 Facsimile  
Website: <https://moffatcounty.colorado.gov>

**Tony Bohrer**  
District 1

**Melody Villard**  
District 2

**Donald Broom**  
District 3



shows that the intent was to allow the introduction of an experimental population “outside their current range,” but to keep the endangered or threatened species “within historical range.” H.R. Rep. No. 97-567, 46 (1982), *reprinted in* 1982 U.S.C.C.A.N. 2807, 2846. The current regulations conform to the statute and legislative intent by limiting the release of an experimental population to “suitable natural habitat outside the species’ current natural range (but within its probable historic range, absent a finding by the Director in the extreme case that the primary habitat of the species has been unsuitably and irreversibly altered or destroyed).” 50 C.F.R. § 17.81(a). Removing the reference to the “historic range” of the species ignores the legislative intent of the ESA to keep endangered or threatened species within their historic range when releasing an experimental population under Section 10(j).

The FWS also states that the intent of the revision is to “allow for experimental populations to be introduced into habitat outside of the historical range of the species under appropriate circumstances.” 87 Fed. Reg. at 34625. This includes when little to no habitat remains within the historical range of a species or where formerly suitable habitat within the historical range has undergone or is undergoing irreversible decline or change. *Id.* However, the regulation as currently written already allows for introduction outside of the species’ historic range when the “primary habitat of the species has been unsuitably or irreversibly altered or destroyed.” 50 C.F.R. § 17.81(a). The proposed removal of this language from the regulation only makes the regulation less clear as to the type of habitat that experimental populations may be released into and unnecessarily expands the FWS’s authority.

The removal of the reference to the species historical range also conflicts with the ESA’s definition of critical habitat and the designation of critical habitat for endangered and threatened species. Under Section 10(j), an experimental population is treated as a threatened species unless it is non-essential to the continued existence of the species. 16 U.S.C. § 1539(j)(2)(C). When a determination is made that a species is endangered or threatened, then the FWS must designate “any habitat of such species which is then considered to be critical habitat.” 16 U.S.C. § 1533(a)(3)(A)(i). Since an experimental population is treated as a threatened species, the FWS may also designate critical habitat for an essential experimental population of species. 50 C.F.R. § 17.81(f).

Critical habitat is defined as “specific areas within the geographical area occupied by the species, at the time it is listed . . . on which are found those physical or biological features (I) essential to the conservation of the species and (II) which may require special management considerations or protection.” 16 U.S.C. § 1532(5)(A)(i). Critical habitat can also include those “specific areas outside the geographical area occupied by the species at the time it is listed . . . upon a determination by the Secretary that such areas are essential for the conservation of the species.” 16 U.S.C. § 1532(5)(A)(ii). The Supreme Court has interpreted this statutory definition and held that in order for an area to eligible for designation as critical habitat under the ESA, it must be habitat for the species. *Weyerhaeuser Co. v. U.S. Fish & Wildlife Serv.*, 139 S. Ct. 361, 368-69 (2018). “Even if an area otherwise meets the statutory definition of unoccupied critical habitat . . . Section 4(a)(3)(A)(i) does not authorize the Secretary to designate the area as *critical* habitat unless it is also *habitat* for the species.” *Id.* at 369.

The FWS proposed revision to expand the type of habitat that an experimental population may be introduced into to include areas outside the historic range of a species will conflict with the ESA’s definition and the Supreme Court’s interpretation of critical habitat. Federal land may have habitat components sufficient to support a species, but this does not make an area “habitat” under the Supreme Court’s holding or for purpose of the ESA. Even when introducing an experimental population of species outside its current range, the habitat it’s introduced into must still be tied to an area of documented, historic use as opposed to an area of theoretical use.

## 2. The Proposed Rule Would Have a Significant Effect on Small Entities

The FWS concludes that no regulatory flexibility analysis is required because the proposed rulemaking “would not have a significant economic effect on a substantial number of small entities” and that the “proposed changes to these regulations *do not expand the reach of species protections.*” 87 Fed. Reg. at 34627 (emphasis added). Moffat County disagrees with this conclusion and can attest to the types of impacts that reintroduction of endangered or threatened species within the historic habitat has on the economies of small governmental jurisdictions and small businesses. These impacts will only increase when the FWS is allowed to introduce experimental populations of species into areas outside of the historic habitat for the species.

For example, the reintroduction of gray wolves into northwestern Colorado will have an impact on Moffat County’s economy and the small businesses located within the County. It will have an impact on the County’s tourism and recreation industry, specifically as it relates to hunting, and also impact the County’s agricultural industry. Grey wolves prey on the elk, deer and other ungulates, so big game populations within the County will likely decline with the reintroduction of gray wolves. The livestock operators also have been and will continue to be impacted by reintroduction of gray wolves, who prey on their cattle. These types of economic impacts are only likely to increase with the ability to place experimental populations in any habitat outside of the historical range under the proposed rule.

Further, expanding the habitat available to an experimental population of species to include habitat outside of the historical range does expand the reach of endangered or threatened species protections. As described above, it expands the protection of their habitat outside of the historic range and beyond the types of habitat allowed protection under the ESA.

The proposed rule will likely have a significant economic effect on small entities, so Moffat County requests the FWS to conduct a regulatory flexibility analysis as required by the Regulatory Flexibility Act, 5 U.S.C. § 601 *et seq.*

## 3. Climate Change Cannot Be the Basis for Every Regulatory Revision

With the Presidential Executive Order on Tackling the Climate Crisis (Jan. 27, 2021) leading the charge on all things climate change related, the federal agencies have been solely relying on climate change as the basis for many regulatory revisions and land use management planning amendments. This proposed rulemaking is no different. The FWS states that when the Section 10(j) implementing regulations were passed, it had “not anticipate[d] the impact of climate change on species and their habitats.” 87 Fed. Reg. at 34625. But now they are learning that climate change is causing or anticipated to cause species’ suitable habitat to shift outside the historical range, so it may also be necessary to establish experimental populations outside of the historic range to provide for conservation. *Id.*

There is no doubt that climate conditions, such as drought, are impacting fish and wildlife habitats, but this is not the sole factor for changes in habitat. There are other factors that impact species habitat, including development and invasive species. But regardless of what is causing species habitat to change and evolve, the current regulations already provide the FWS authority to introduce experimental populations of species to habitat outside of the historic range when “the primary habitat of the species has been unsuitably or irreversibly altered or destroyed.” 50 C.F.R. § 17.81(a). The FWS does not need to rely on climate change to expand its authority to allow the introduction of experimental populations to any type of “habitat that is necessary to support one or more life history stages outside the species’ current range.” 87 Fed. Reg. at 34626, 34628.

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**Office of the County Commissioners**  
221 West Victory Way, Ste. 130  
Craig, CO 81625  
(970) 824-5517 Office  
(970) 824-9191 Facsimile  
Website: <https://moffatcounty.colorado.gov>

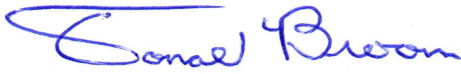
**Tony Bohrer**  
District 1

**Melody Villard**  
District 2

**Donald Broom**  
District 3

Moffat County appreciates the FWS consideration of these comments and respectfully requests the FWS to reconsider its proposed rulemaking.

Respectfully,



Donald Broom, Chair  
Commissioner District 3



Tony Bohrer  
Commissioner District 1



Melody Villard  
Commissioner, District 2

Angel Nicolas Inc. has applied for a Special Events Liquor License for a dance at the Moffat County Ice Arena, being held at Loudy-Simpson Park, on August 19, 2022. Liquor will be served between 9:00 p.m. until 2:00 a.m.

Notice for the Special Events Liquor License was posted at least 10 days prior to this hearing, per C.R.S. 44-5-106.



# MOFFAT COUNTY SPECIAL EVENTS PERMIT

**MALT, VINOUS & SPIRITUOUS LIQUOR  
VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION**

**ANGEL NICOLAS INC  
MOFFAT COUNTY ICE ARENA**

***Dates: August 19, 2022 Time: 9:00 p.m. to 2:00 a.m.***

**FEE: \$100.00**

**Special Events LICENSE #2022-05**

*This permit is issued subject to the laws of the State of Colorado and especially under the provisions of TITLE 44, ARTICLE 5, C.R.S. This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location. In testimony whereof, I have hereunto set my hand and seal on the 9th day of August, 2022.*

Signed:

Chair/BOCC

County Clerk

# Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- Social
- Fraternal
- Patriotic
- Political
- Athletic
- Chartered Branch, Lodge or Chapter
- National Organization or Society
- Religious Institution
- Philanthropic Institution
- Political Candidate
- Municipality Owned Arts Facilities

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage	

1. Name of Applicant Organization or Political Candidate: **Angel Nicolas Inc** State Sales Tax Number (Required): **84-4320670**

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP):  
**15650 E. Purdue Dr  
 Aurora, CO 80013**

3. Address of Place to Have Special Event (include street, city/town and ZIP):  
**1009 S. Ranney St  
 Craig, CO 81625**

4. Authorized Representative of Qualifying Organization or Political Candidate: **Angel Pedemonte** Date of Birth: **9/17/1995** Phone Number: **7203153734**

Authorized Representative's Mailing Address (if different than address provided in Question 2.): **same**

5. Event Manager: **Saul Hernandez** Date of Birth: **12/31/1975** Phone Number: **7192934064**

Event Manager Home Address (Street, City, State, ZIP): **P.O. Box 3115 Avon, CO 81620** Email Address of Event Manager: **saulhern75@gmail.com**

6. Has Applicant Organization or Political Candidate been granted a Special Events Permit this Calendar Year?  Yes How many days? **1**

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor & Beer codes?  No License Number: \_\_\_\_\_

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To
8/19/2022	9:00p.m.	2:00a.m.									

**Oath of Applicant**  
 I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct and complete to the best of my knowledge.

Signature: *[Signature]* Title: **President** Date: **7/18/2022**

**Report and Approval of Local Licensing Authority (City or County)**  
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.  
**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County): **Tammy Raschke**  City  County Telephone Number of City/County Clerk: **970-824-9116**

Signature: *[Signature]* Title: **County Clerk** Date: **7-25-2022**

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

Liability Information			Total
License Account Number	Liability Date	State	
		-750 (999)	\$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ANGEL NICOLAS INC

is a

Nonprofit Corporation

formed or registered on 01/16/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201042472 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/18/2022 that have been posted, and by documents delivered to this office electronically through 07/19/2022 @ 16:03:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/19/2022 @ 16:03:23 in accordance with applicable law. This certificate is assigned Confirmation Number 14173253 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

Signage - No alcohol  
beyond this  
point

Food truck

Signage

Parking

\* No Alcohol will be  
Sold or allowed outside  
of Building

Entrance

Security Posted at each  
Entrance

POTH Station

MC & G ARENA

DOOR SET IN 1/4 INCHES DOORS

Band entrance

\* Signage - No alcohol  
beyond this point



Event 8-19-22

NO ALCOHOL ALLOWED  
Beyond this point

Garage Door  
Band entry

Stage  
tables

Bar  
Post

Player's Booth  
to be used for  
Alcohol Sale

Bar  
Post

NO ALCOHOL  
ALLOWED  
Beyond  
this point

Main  
Entrance

Pottys to be set outside  
Close to main entrance

## **BOCC MEETING**

### **MOFFAT COUNTY PLANNING DEPARTMENT**

**August 9, 2022**

- JH Land Company Exemption E-22-05 - This was originally a 1045+ acre parcel and 32.549 acres will be exempted off. There are no previous exemptions on this parcel. There was no quorum at the Planning Commission Meeting.

This Agenda item was advertised in the paper on July 20, 2022

Moffat County Planning Commission

August 2, 2022

Application: E-22-05

Applicant: JH Land Company

Description: Exemption of 32.549 acres from 1045.88 acres

Regulation Reference: Section 2.011 – Procedure for exemption from subdivision regulations

Location: Sections 2; T9N; R90W

Access: North on Hwy 13; then right on MCR 11 (Freeman Road) for about 11 miles; property is on the left.

Staff Comments: This was originally a 1045+ acre parcel and 32.549 acres will be exempted off. There are no previous exemptions on this parcel.

Attachments: Copy of application and plat

Results:

Moffat County Planning Department  
221 W Victory Way, Suite 110  
Craig CO 81625  
(970) 824-9148

No. # E- 22-05  
Fee: \$200.00  
Date Paid 07-12-22

APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS

Owner: JH Land Company LLC Phone #: (435) 621-6517

Email address: j4m ranch@yahoo.com (Jared Jensen)

Address: 875 West 5000 North, Roosevelt, UT 84066

Buyer: Forrest Reiff Phone #: 970 948-1170

Address: 5109 14th St SW, Loveland, Co. 80537

Agent, (if any): Lloyd Powers (Baker & Assoc.) Phone #: 970 824-3435

Address: 1790 W. Victory Way, Craig Co. 81625

Acreage:  
Existing parcel: 1045.88 AC. Zone: Agriculture

Proposed parcel(s): 32.549 AC

Parcel No. 040704300050 Date Created: \_\_\_\_\_

Legal Description (existing parcel) – Section 2 Township 9N Range 90W  
Driving Directions: \_\_\_\_\_

Proposed Use:  
Agriculture & possible cabin

Provide the following attachments:

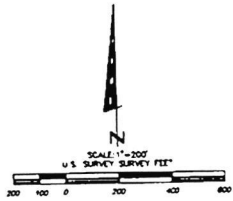
- A. Mylar Land Survey Plat drawn by a licensed surveyor showing the legal description and acreage of the total property, the exempted parcel, the remaining parcel, and show existing and proposed right-of-ways, easements and buildings.
- B. Copy of the deed, verifying proof of ownership.
- C. Names and mailing addresses of adjacent property owners, together with a map showing location of subject property and the property owned by the adjacent owners.
- D. On plat, dedicate right-of-way for county road, if applicable.

Submitting Application

Application, maps and accompanying textual documents must be turned in to the Planning Department 21 days before the next Planning Commission Meeting. The Planning Commission meets the first Tuesday of each month. The application will be presented to the Planning Commission for their recommendation and then, on the second Tuesday of each month, to the Board of County Commissioners for final approval. A notice of these hearings will be mailed to all adjacent landowners and will be advertised in the Legal Section of the Craig Daily Press.

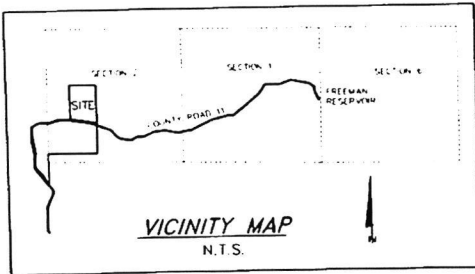
# JH LAND COMPANY EXEMPTION PLAT

## TRACT 39, SECTION 2, T9N, R90W, 6th P.M., MOFFAT COUNTY, COLORADO



**NOTES:**

- 1) WATER SUPPLY PRIVATE WELL OR CISTERN
- 2) SEWAGE DISPOSAL SEPTIC TANK & LEACH FIELD
- 3) ZONING AGRICULTURE
- 4) 4" SET #4 REBAR @ 1.5' RED PLASTIC CAP (PL4835801) 3" OUT OF GROUND
- 5) 0" FOUND #4 REBAR & PLASTIC CAP (PL4835875) FLUSH W/GROUND
- 6) 2" FOUND 3/4" C.I.O. BRASS CAP ON A 1" PIPE AS SHOWN
- 7) 1 LOT - 32.549± AC. - 1005
- 8) DATE OF SURVEY - JUNE, 2022
- 9) BASIS OF BEARING - S01°18'20"W BETWEEN THE CORNER NO.1 OF TRACT 39 AND CORNER NO.2 OF TRACT 39 IN SECTION 2, T9N, R90W, BETWEEN MONUMENTS AS SHOWN ON PLAT
- 10) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH FOR OWNERSHIP, RIGHT-OF-WAYS OR EASEMENTS OF RECORD FOR OWNERSHIP, RIGHT-OF-WAYS AND EASEMENTS OF RECORD. POWERS ENTERPRISES, INC. RELIES UPON THE CLIENT.
- 11) THE STATE OF COLORADO REQUIRES A PERMIT FOR 1 ACRE OR MORE OF SOIL DISTURBANCE.



**SURVEYOR'S CERTIFICATE**

I, Lloyd W. Powers being a duly registered Professional Land Surveyor do hereby certify that this survey was made by me or under my direct supervision and is based upon my professional knowledge, information and belief and conforms with the applicable standards of practice in the State of Colorado. This certificate does not constitute a warranty or warranty, either expressed or implied.

Lloyd W. Powers, PLS  
Colorado Reg. No. 13801



### SECTION 2

WALKER  
(RECEP. #1996L4004)

PARCEL "A"  
32.549 AC.±

TR 37

TR 39

TR 38

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner thereof has sold out, parted and addressed as shown on this plat the land described as follows:

A parcel of land located in Tract 39, Section 2, T9N, R90W of the 6th P.M., Moffat County, Colorado and being more particularly described as follows:

Beginning at Corner No.1 on side Tract 39, thence along the east line of said Tract 39, S01°18'20"W, 1320.27 feet to Corner No.2 of Tract 39, thence along the east line of side Tract 39, S01°17'31"W, 147.00 feet to a point on the north-south right-of-way line of County Road No. 11; thence along said right-of-way line the following (2) courses:

- 1) N70°04'37"W, 220.26 feet.
- 2) N02°53'57"W, 840.89 feet to a point on the east line of a parcel of land described in Reception #1996L4004 in the records of Moffat County; thence along said east line, N02°53'57"E, 1279.83 feet to a point on the north line of said Tract 39; thence along said north line, S88°37'21"E, 1050.29 feet to the point of beginning.

Containing 32.549 acres more or less, under the name and style of JH LAND COMPANY EXEMPTION PLAT, and by these presents, do hereby dedicate to the public all streets, easements, and other public places shown hereon and not already otherwise dedicated for public use.

JH LAND COMPANY, LLC

BY JAMES JENSEN  
AS MANAGING MEMBER  
875 WEST 5000 NORTH  
ROCKWELL, UT 84068  
(435) 621-6317

**NOTARIAL CERTIFICATE**

STATE OF \_\_\_\_\_ } 25  
COUNTY OF \_\_\_\_\_ }

The above and foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022, by James Jensen as Managing Member of JH Land Company, LLC.

Witness my hand and seal  
NOTARY PUBLIC

My commission expires \_\_\_\_\_

**COUNTY COMMISSIONER'S APPROVAL**

THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

BY \_\_\_\_\_

ATTEST \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

CHAIRMAN \_\_\_\_\_

**CLERK & RECORDER'S CERTIFICATE**

State of Colorado } 25  
County of Moffat }

I hereby certify that the original of this instrument was filed for record in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ of the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022.

Reception No. \_\_\_\_\_

Moffat County Clerk & Recorder

By \_\_\_\_\_

POWERS ENTERPRISES, INC.  
1790 W. VICTORY #21  
CRAG, CO 81425

BOCC 08/09/2022

Moffat County Courthouse  
Project Update



Contract timeline is 11/15/21 – 01/10/23

1. Drywall is installed 75% finished
2. Permanent power end of the month
3. Ceiling grid installed East side of the building
4. New site plan
5. Network equipment is ordered, November delivery
6. Updated Schedule
7. BHI Pay App #9 in the amount of \$1,207,291.35
8. Treanor HL Pay App #8 in the amount of \$33,622.50
9. Pay Application Summary
10. Contingency Log



















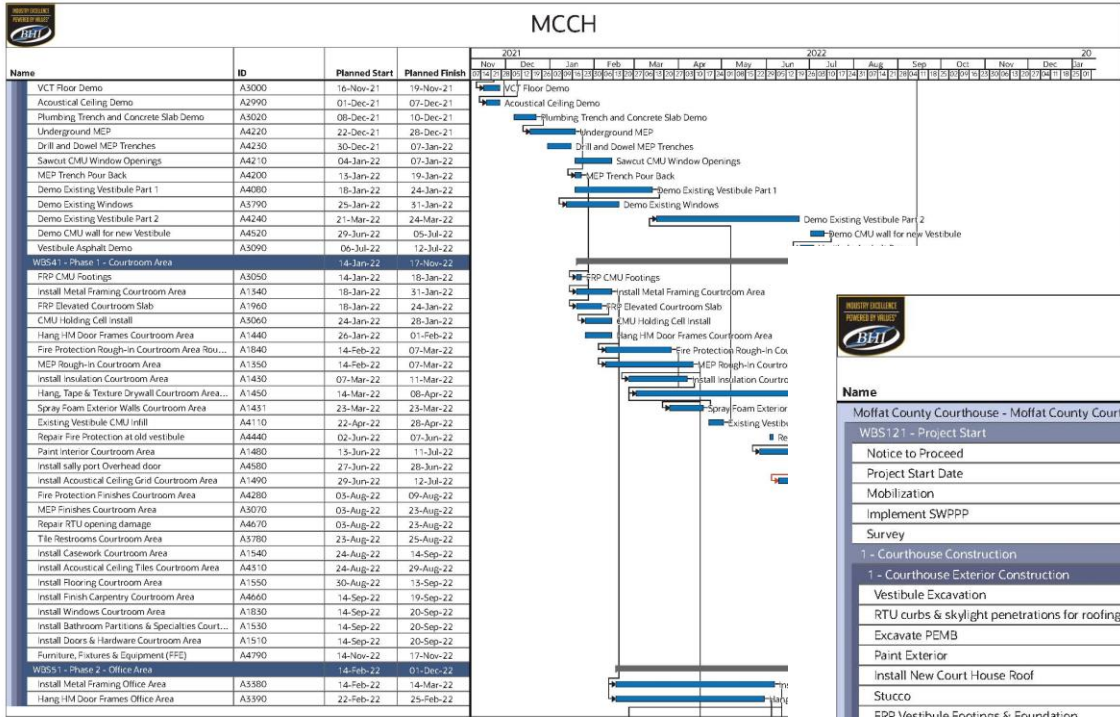




## SITE IMPROVEMENTS

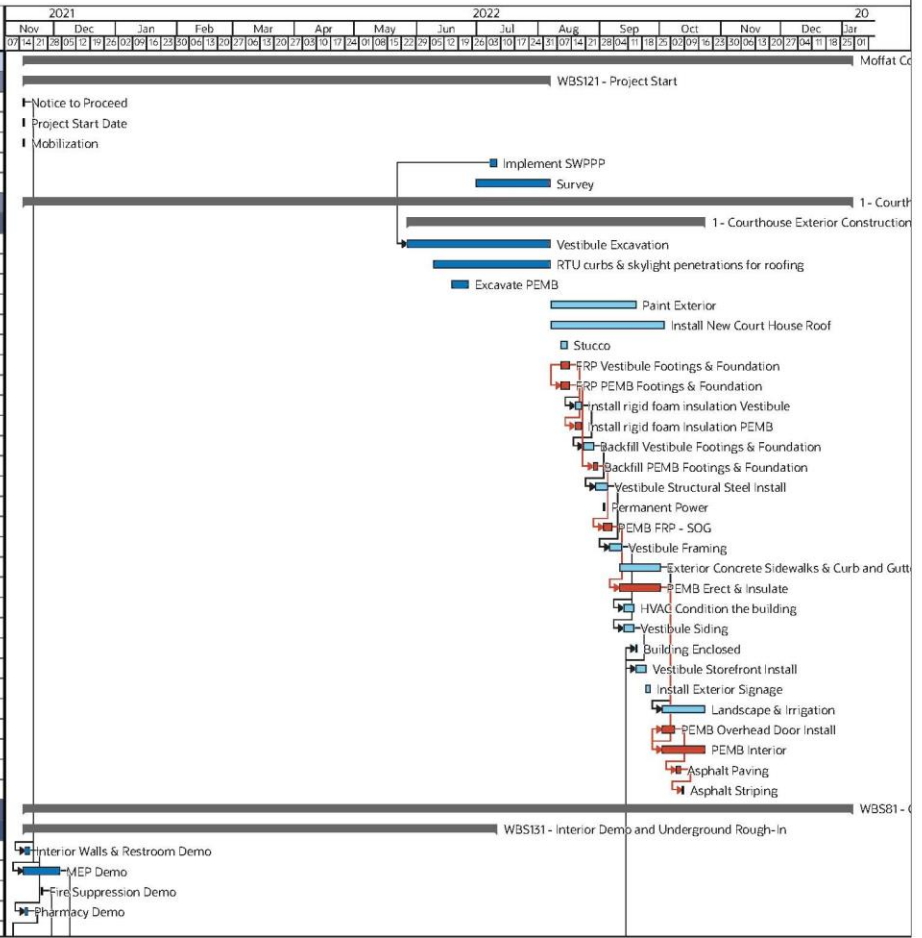
- ADJUSTED MAIN ENTRY TO INCORPORATE MIDDLE MEDIAN FOR MONUMENT SIGNAGE AND ADDED ENTRY VEGETATION
- MODIFIED THE SITE PARKING TO REDUCE SITE PAVEMENT
- RELOCATED THE MONUMENT STRUCTURE FROM EXISTING SITE TO THE ENTRY PLAZA
- INCORPORATED SIX (6) ELECTRICAL CHARGING STATIONS (SOUTHWEST CORNER OF THE SITE), ONE (1) TO BE INSTALLED WITH PROJECT FIVE (5) FUTURE
- INCORPORATED THE SOLAR PANELS TO THE EAST SIDE OF THE SITE
- CREATED EXTERIOR PATIO SPACE ON WEST SIDE OF THE BUILDING





Name	ID	Planned Start	Planned Finish
Moffat County Courthouse - Moffat County Courthouse		16-Nov-21	30-Dec-22
WBS121 - Project Start		21-Dec-21	07-Jul-22
Notice to Proceed		21-Dec-21	21-Dec-21
Project Start Date	A1030	22-Dec-21	22-Dec-21
Mobilization	A1740	23-Dec-21	23-Dec-21
Implement SWPPP	A1750	07-Jul-22	07-Jul-22
Survey	A1770	07-Jul-22	07-Jul-22
1 - Courthouse Construction		16-Nov-21	30-Dec-22
1 - Courthouse Exterior Construction		08-Jun-22	18-Oct-22
Vestibule Excavation	A3110	08-Jun-22	15-Jun-22
RTU curbs & skylight penetrations for roofing	A4450	13-Jun-22	16-Jun-22
Excavate PEMB	A1140	13-Jun-22	15-Jun-22
Paint Exterior	A1290	03-Aug-22	14-Sep-22
Install New Court House Roof	A1200	03-Aug-22	28-Sep-22
Stucco	A4540	08-Aug-22	11-Aug-22
FRP Vestibule Footings & Foundation	A3140	08-Aug-22	12-Aug-22
FRP PEMB Footings & Foundation	A4040	08-Aug-22	12-Aug-22
Install rigid foam insulation Vestibule	A4630	15-Aug-22	18-Aug-22
Install rigid foam insulation PEMB	A4600	15-Aug-22	18-Aug-22
Backfill Vestibule Footings & Foundation	A4640	19-Aug-22	24-Aug-22
Backfill PEMB Footings & Foundation	A1180	24-Aug-22	26-Aug-22
Vestibule Structural Steel Install	A3130	25-Aug-22	31-Aug-22
Permanent Power	A4830	29-Aug-22	29-Aug-22
PEMB FRP - SOG	A4070	29-Aug-22	02-Sep-22
Vestibule Framing	A4120	01-Sep-22	07-Sep-22
Exterior Concrete Sidewalks & Curb and Gutter	A1802	06-Sep-22	26-Sep-22
PEMB Erect & Insulate	A4060	06-Sep-22	26-Sep-22
HVAC Condition the building	A4740	08-Sep-22	13-Sep-22
Vestibule Siding	A4130	08-Sep-22	13-Sep-22
Building Enclosed	A4730	14-Sep-22	14-Sep-22
Vestibule Storefront Install	A4140	14-Sep-22	19-Sep-22
Install Exterior Signage	A1310	19-Sep-22	21-Sep-22
Landscape & Irrigation	A1801	27-Sep-22	18-Oct-22
PEMB Overhead Door Install	A4100	27-Sep-22	03-Oct-22
PEMB Interior	A4090	27-Sep-22	18-Oct-22
Asphalt Paving	A1800	04-Oct-22	06-Oct-22
Asphalt Striping	A1790	07-Oct-22	07-Oct-22
WBS81 - Courthouse Interior Construction		16-Nov-21	30-Dec-22
WBS131 - Interior Demo and Underground Rough-in		16-Nov-21	12-Jul-22
Interior Walls & Restroom Demo	A3010	16-Nov-21	18-Nov-21
MEP Demo	A2970	16-Nov-21	30-Nov-21
Fire Suppression Demo	A2980	16-Nov-21	18-Nov-21
Pharmacy Demo	A3480	16-Nov-21	16-Nov-21

# MCCH





**APPLICATION AND CERTIFICATE FOR PAYMENT**

Invoice #: 172313

To Owner: Moffat County Colorado Court  
221 West Victory Way #300  
apitts@treanorhl.com  
Craig, CO 81625

Project: 66101-0000 CO\_Moffat County Court House

Application No.: 9

Distribution to:

Owner

Architect

Contractor

Period To: 7/31/2022

From Contractor: BH INC  
1175 EAST 2000 SOUTH  
VERNAL, UT 84078

Via Architect:

Project Nos:

Contract For:

Contract Date:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum .....	\$18,535,618.00
2. Net Change By Change Order .....	\$225,450.63
3. Contract Sum To Date .....	\$18,761,068.63
4. Total Completed and Stored To Date .....	\$11,377,956.12
5. Retainage:	
a. 5.00% of Completed Work	\$568,897.81
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$568,897.81
6. Total Earned Less Retainage .....	\$10,809,058.31
7. Less Previous Certificates For Payments .....	\$9,601,766.96
8. Current Payment Due .....	\$1,207,291.35
9. Balance To Finish, Plus Retainage .....	\$7,952,010.32

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BH INC

By:  Date: 8/3/22

State of: Utah County of: Uintah  
Subscribed and sworn to before me this 3 day of August 2022  
Notary Public Tina Dansie  
My Commission expires: Feb 27, 2024



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$1,207,291.35

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$225,450.63	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$225,450.63	\$0.00
Net Changes By Change Order	\$225,450.63	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9  
 Application Date : 07/31/22  
 To: 07/31/22  
 Architect's Project No.:

Invoice # : 172313 Contract : 66101-0000 CO\_Moffat County Court House

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
01.00	General Conditions	147,248.00	121,500.00	0.00	0.00	121,500.00	82.51%	25,748.00	6,075.00
01.01	Payment Bond	183,414.00	183,414.00	0.00	0.00	183,414.00	100.00%	0.00	9,170.70
01.02	Supervision	325,600.00	217,400.00	27,000.00	0.00	244,400.00	75.06%	81,200.00	12,220.00
01.03	GC Fee	1,329,979.00	690,546.12	94,350.00	0.00	784,896.12	59.02%	545,082.88	39,244.81
01.04	Contingency Allowance	175,509.65	111,988.00	11,431.00	0.00	123,419.00	70.32%	52,090.65	6,170.95
02.01	Division 02 - Existing Conditions	221,178.00	221,178.00	0.00	0.00	221,178.00	100.00%	0.00	11,058.90
03.01	Division 03 - Concrete	125,350.00	125,350.00	0.00	0.00	125,350.00	100.00%	0.00	6,267.50
04.01	Division 04- Masonry	324,250.00	324,250.00	0.00	0.00	324,250.00	100.00%	0.00	16,212.50
05.01	Division 05 - Metals	27,600.00	13,000.00	0.00	0.00	13,000.00	47.10%	14,600.00	650.00
06.01	Division 06 - Wood, Plastics And Composites	559,100.00	110,530.00	21,923.00	0.00	132,453.00	23.69%	426,647.00	6,622.65
07.01	Division 07 - Thermal And Moisture Protection	1,556,292.00	159,036.00	0.00	0.00	159,036.00	10.22%	1,397,256.00	7,951.80
08.01	Division 08 - Openings	1,153,647.00	290,434.00	19,150.00	0.00	309,584.00	26.84%	844,063.00	15,479.20
09.01	Division 09 - Finishes	4,013,962.00	2,815,167.00	421,921.00	0.00	3,237,088.00	80.65%	776,874.00	161,854.40
10.01	Division 10 - Specialties	123,297.00	0.00	0.00	0.00	0.00	0.00%	123,297.00	0.00
12.01	Division 12 - Furnishings	3,574.00	0.00	0.00	0.00	0.00	0.00%	3,574.00	0.00
13.01	Division 13 - Special Construction	183,268.00	177,800.00	0.00	0.00	177,800.00	97.02%	5,468.00	8,890.00
21.01	Division 21 - Fire Suppression	175,000.00	167,500.00	0.00	0.00	167,500.00	95.71%	7,500.00	8,375.00
22.01	Division 22 - Plumbing	967,151.00	705,142.00	0.00	0.00	705,142.00	72.91%	262,009.00	35,257.10
23.01	Division 23 - HVAC	1,831,400.00	1,447,233.00	112,090.00	0.00	1,559,323.00	85.14%	272,077.00	77,966.15
26.01	Division 26- Electrical	3,389,365.00	1,773,767.00	288,147.00	0.00	2,061,914.00	60.83%	1,327,451.00	103,095.70
27.01	Division 27- Communications	1,019,470.00	308,181.00	274,821.00	0.00	583,002.00	57.19%	436,468.00	29,150.10
31.01	Division 31- Earthwork	423,413.00	143,707.00	0.00	0.00	143,707.00	33.94%	279,706.00	7,185.35
32.01	Division 32- Exterior Improvements	152,060.00	0.00	0.00	0.00	0.00	0.00%	152,060.00	0.00
99.01	CO#1 Roofing Material Increase	225,450.63	0.00	0.00	0.00	0.00	0.00%	225,450.63	0.00
99.02	PCO #1	60,033.35	0.00	0.00	0.00	0.00	0.00%	60,033.35	0.00
99.03	PCO #5	35,104.99	0.00	0.00	0.00	0.00	0.00%	35,104.99	0.00
99.04	PCO #6	-5,634.00	0.00	0.00	0.00	0.00	0.00%	-5,634.00	0.00
99.05	PCO #04	7,679.96	0.00	0.00	0.00	0.00	0.00%	7,679.96	0.00
99.06	PCO #08	3,532.52	0.00	0.00	0.00	0.00	0.00%	3,532.52	0.00
99.07	PCO #09	23,773.53	0.00	0.00	0.00	0.00	0.00%	23,773.53	0.00
<b>Grand Totals</b>		<b>18,761,068.63</b>	<b>10,107,123.12</b>	<b>1,270,833.00</b>	<b>0.00</b>	<b>11,377,956.12</b>	<b>60.65%</b>	<b>7,383,112.51</b>	<b>568,897.81</b>

Roy Tipton  
 Moffat County, CO  
 221 W. Victory Way  
 #200  
 Craig, CO 81625

July 31, 2022  
 Project No: JS0884.2001.01  
 Invoice No: 49948

Project JS0884.2001.01 Moffat County Courthouse

**Professional Services from July 1, 2022 to July 31, 2022**

**FEE**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design-Courthouse	57,600.00	100.00	57,600.00	57,600.00	0.00
Design Development-Courthouse	76,800.00	100.00	76,800.00	76,800.00	0.00
Schematic Design-County	86,400.00	100.00	86,400.00	86,400.00	0.00
Design Development-County	115,200.00	100.00	115,200.00	115,200.00	0.00
Construction Documents - County	168,000.00	100.00	168,000.00	168,000.00	0.00
Construction Documents - Courthouse	168,000.00	100.00	168,000.00	168,000.00	0.00
Bidding - Courthouse	24,000.00	100.00	24,000.00	24,000.00	0.00
Bidding - County	24,000.00	100.00	24,000.00	24,000.00	0.00
Contract Admin- Courthouse	120,000.00	59.00	70,800.00	63,600.00	7,200.00
Contract Admin- County	120,000.00	59.00	70,800.00	63,600.00	7,200.00
Add Service #1 - County	105,950.00	80.00	84,760.00	79,462.50	5,297.50
Add Service #2 - Civil	55,700.00	75.00	41,775.00	27,850.00	13,925.00
<b>Total Fee</b>	<b>1,121,650.00</b>		<b>988,135.00</b>	<b>954,512.50</b>	<b>33,622.50</b>
		<b>Total Fee</b>			<b>33,622.50</b>
			<b>Total this Invoice</b>		<b>\$33,622.50</b>

Roy Tipton <rtipton@moffatcounty.net>

PLEASE REMIT PAYMENT TO:  
 TreanorHL, Inc.  
 1040 Vermont St.  
 Lawrence, KS 66044

treanorhl.com



BHI

Contract	\$18,535,618.00
Change Orders	\$225,450.63
<b>Total</b>	<b>\$18,761,068.63</b>

Pay Applications trough 7/31/2022

BHI

#1	\$ 193,414.00
#2	\$ 133,855.00
#3 1/31/2022	\$ 2,023,297.65
#4 3/1/2022	\$ 2,093,268.00
#5 4/1/2022	\$ 1,495,428.25
#6 5/2/2022	\$ 1,291,425.25
#7 5/31/2022	\$ 1,303,414.25
#8 6/30/2022	\$ 1,196,662.75
#9 7/31/2022	\$ 1,207,291.35
<b>Total</b>	<b>\$ 10,938,056.50</b>

Treanor HL

#1	\$ 15,622.38
#2 1/31/2022	\$ 14,400.00
#3 2/28/2022	\$ 30,292.50
#4 3/31/2022	\$ 40,417.00
#5 5/4/2022	\$ 14,400.00
#6 5/31/2022	\$ 50,985.00
#7 6/30/2022	\$ 56,066.95
#8 7/31/2022	\$ 33,622.50
<b>Total</b>	<b>\$ 255,806.33</b>

NWCC

1/15/2022	\$ 587.20
2/17/2022	\$ 6,022.00
3/15/2022	\$ 3,845.00
6/3/2022	\$ 6,614.00
6/14/2022	\$ 1,285.20
6/16/2022	\$ 442.20
<b>Total</b>	<b>\$ 18,795.60</b>
Workplace Resources	
<b>Total</b>	
Summit Partners	
<b>Total</b>	

<b>Moffat County</b>	
WAP	\$ 7,514.65
Phones	\$ 19,868.05
YVEA	\$ 32,541.15
<b>Total</b>	<b>\$ 59,923.85</b>

<b>Total Expenses through 7/31/2022</b>	<b>\$ 11,272,582.28</b>
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Moffat County Courthouse Project - PCO Log

Contractor: BHI  
1175 E. 2000 S.  
Vernal, UT 84078

Architect:

TreanorHL  
1811 Baltimore Ave  
Kansas City, MO 64108



Contingency Amount \$300,000.00

PCO #	Description	ISSUE DATE	RESPONSE DATE	CHANGE ORDER	CONTINGENCY AMOUNT	CO #	Days	Status
1	ASI #01: RR 0067 and extra lighting	10/22/2021	1/5/2022		\$60,033.35		3	FULLY EXECUTED. Treanor needs to send CO for days
2	RFI 09 Storage Room Wall Type A6F (Storage 1810)	11/17/2021	1/5/2022					Declined
3	Addendum A - Roofing Material Increase	1/19/2022	1/25/2022	\$225,450.63		1		FULLY EXECUTED.
4	PR #02 Court Clerk & Courtroom C wall layout & Electrical changes	12/15/2021	1/19/2022		\$7,679.96	2	4	Fully Executed, Treanor to send out CO for 4 days
5	PR #05 Sewer Connection	1/21/2022	1/31/2022		\$35,104.99			FULLY EXECUTED.
6	PR #03 Access Control changes (door hardware & controls)	1/12/2022	2/16/2022		-\$5,634.00			FULLY EXECUTED.
7	PR #04 Hall 2201 casework and outlets	1/13/2022	2/23/2022		\$3,031.97			FULLY EXECUTED.
8	PR #06 Technology Plan	1/25/2022	2/16/2022		\$3,532.52			FULLY EXECUTED.
9	PR # 07 Added Office (in maintenance building)	2/3/2022	2/16/2022		\$23,773.53		6	FULLY EXECUTED, Treanor to send out CO for 6 days
10	Revise ASI#01 Site Lighting	2/16/2022	2/16/2022		-\$8,611.00			FULLY EXECUTED.
11	Additional Electrical Panel	3/14/2022			\$2,310.83			FULLY EXECUTED.
12	Increased Concrete Thickness	3/14/2022			\$24,073.35		5	Fully Executed, Treanor to send out CO for 5 days
13	Concrete Ramps	3/14/2022			-\$5,105.25		2	Declined
14	Glass Material Increase	3/16/2022			-\$11,926.68			Declined ( & Revisited)
15	PR #09 - Shop Finishes, mailboxes, electrical etc.	2/3/2022	4/13/2022		\$15,852.80			FULLY EXECUTED.
16	Electrical Room pad demo & cut	4/4/2022	4/13/2022		\$1,678.05			FULLY EXECUTED.
17	Glass Material Increase (negotiated 1/2 to Owner, 1/2 to Sub)	4/4/2022	4/13/2022		\$5,963.34			FULLY EXECUTED.
18	PR #10 - Plumbing fixtures, Court Clerk and Judge Bench power,	3/16/2022	4/13/2022		\$12,405.43			FULLY EXECUTED.
19	PR #11 Development Office & electrical changes	3/30/2022	4/13/2022		\$12,876.49		2	FULLY EXECUTED, Treanor to send out CO for 2 days
20	PR #12 - Technology Updates	4/27/2022			\$609.94			Sent, waiting for approval
21	Maple to Walnut Price Difference	4/27/2022			-\$27,552.80			Declined
22	PR #13 - Research Room Power	5/11/2022			\$1,015.46			Sent, waiting for approval
23	Concrete Islands	5/11/2022			-\$10,655.60			Declined
24	Spray Foam Material Increase	5/25/2022			\$3,366.33			FULLY EXECUTED.
25	PR #14 Icemaker in BREAK 0040	5/11/2022			\$106.03			
26	Restroom 6' Lighting	5/25/2022			\$3,163.91			FULLY EXECUTED.
27	PR #08 - Foundations & AV 2702 Casework	2/10/2022			-\$1,550.00			Prepared, not sent
28	PR #15 BREAK 0040 Cabinet add back plus 1	6/7/2022			\$1,610.95			Prepared, not sent
29	PR #16 Storm water, gas supply & cold storage							Getting pricing from Subcontractors
30	PR #17 Revised Site Plan							Getting pricing from Subcontractors
31	Floor leveling				\$2,710.84			Prepared, not sent
32	Fire Sprinkler valve replacement				\$21,672.56			Prepared, not sent
33	WO 8232 - Electrical work for EV charging stations				\$1,738.72			Prepared, not sent
34	PR #18	8/3/2022						Getting pricing from Subcontractors
35	PR #19	8/3/2022						Getting pricing from Subcontractors

Approved Totals | \$ 225,450.63 | \$202,227.25

Current Contingency Remaining | \$97,772.75

\$71,086 remaining after items 27-33

**Resolution 2022 -87**  
**Authorization to Sell County Properties**

WHEREAS, C.R.S. § 30-11-101 authorizes counties, acting by the board of county commissioners, to sell, convey, or exchange any real or personal property owned by the county and make such order respecting the same as may be deemed conducive to the interests of the inhabitants, when deemed by the board of county commissioners to be in the best interests of the county and its inhabitants; and

WHEREAS, Moffat County, a body politic, holds title to the following described real properties, located in Moffat County, Colorado; and being more particularly described as follows:

**Property No. 1**

Legal Description: Subd: Original Craig, Lots 34 -35, Block 27, City of Craig, State of CO  
Property physical address is: **539 Barclay Street, Craig, CO 81625**

This parcel of real estate it is depicted on the Property Record Card labeled **Exhibit A**, which is attached hereto and incorporated herein.

**Property No. 2**

Legal Description: Subd: Original Craig, Lots 45-48, Block 59, City of Craig, State of CO  
Property physical address: **595 Breeze Street, Craig, CO 81625**

This parcel of real estate it is depicted on the Property Record Card labeled **Exhibit B**, which is attached hereto and incorporated herein.

**Property No. 3**

Legal Description: Subd: Original Craig, Lots 37-38, Block 32, City of Craig, State of CO  
Property physical address: **551 Tucker Street, Craig, CO 81625**

This parcel of real estate it is depicted on the Property Record Card labeled **Exhibit C**, which is attached hereto and incorporated herein.

WHEREAS, Moffat County is replacing its County Courthouse and will move several county offices and departments to the new Courthouse, including all of the offices located in the foregoing properties. Once the new Courthouse is completed and Moffat County staff have moved into that facility, the properties listed herein will no longer be needed for the governmental use of Moffat County; and

WHEREAS, the sale of these real properties will return these real properties to the tax rolls of Moffat County and will benefit the residents of Moffat County.

NOW THEREFORE BE IT RESOLVED, that the Moffat County Board of County Commissioners hereby authorize the sale of these said Real Properties, provided that such sale will not occur until Moffat County offices located therein have been moved to the new Moffat County Courthouse.



PASSED and APPROVED by the Board of County Commissioners of Moffat County this 9<sup>th</sup> day of August, 2022.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Donald Broom, Chairman of the Board

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF MOFFAT    )

I, Tammy Raschke, County Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the board of County Commissioners on the date stated.

Witness, my hand and seal of said County this 9<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
Erin Miller, Deputy Clerk and Ex-officio to  
County Commissioners, Moffat County,  
State of Colorado

**Moffat County Assessor Data Site**  
 Chuck Cobb, 221 W Victory Way, Ste 240, Craig, CO, 81625  
 (P) 970.824.9102 | (F) 970.824.9189 | (E) ccobb@moffatcounty.net



**Account Information**

ACCOUNTNUMBER	R007399
ACCOUNTTYPE	RealAccount
PROPERTYCODE	9239,9139
PROPERTY CODE DESCRIPTION	EXEMPT-COUNTY-IMPS.,EXEMPT-COUNTY-LAND
PARCELNUMBER	065736427902
SITUS2	539 BARCLAY ST CRAIG CO 81625
LEGALSUMMARY	Subd: ORIGINAL CRAIG Lot: 34 - 35 Block: 27
CITY	CRAIG
ZIP	81625
PLATTEDSUBDIVISION	650_ORIGINAL CRAIG
NEIGHBORHOOD	900000_EXEMPT
ECONOMICAREA	7_COMM ECON 7
TAXAREAID	08_01CFG
OWNERNAME	MOFFAT COUNTY, A BODY POLITIC
OWNERADDRESS	221 W VICTORY WAY CRAIG, CO 81625
MODELLIST	1-MODEL_COMMERCIAL,1-MODEL_LAND
ARCLIST	90_EXEMPT
XUNITS	0
MAPLINK	<a href="https://www.google.com/maps?q=40.515004164,-107.550595">https://www.google.com/maps?q=40.515004164,-107.550595</a>

**Sales Information**

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
03/24/1998	SD	B1998 P1087	CRAIG MASONIC TEMPLE ASSO...	MOFFAT COUNTY	65,000

**Values and Estimated Taxes**

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2018	\$81,110.00	\$279,680.00	81.363	\$6,599.35
2019	\$70,200.00	\$242,065.00	80.992	\$5,685.64
2020	\$70,200.00	\$242,065.00	81.736	\$5,737.87
2021	\$70,200.00	\$242,065.00	82.788	\$5,811.72
2022	\$70,200.00	\$242,065.00	82.788	\$5,811.72

**Property Details**

Model	Attribute Name	Attribute Value
COMMERCIAL 1	PROPERTYCODE	9239-100%
	BUILDINGTYPE	904001_COURTHOUSE
	ARCHITECTURESTYLE	90_EXEMPT
	EXTERIORWALL	33_STUCCO-100%
	INTERIORWALL	5_DRYWALL-100%
	NEIGHBORHOOD	900000_EXEMPT
	ROOFCOVER	4_BUILT-UP-100%
	ROOFSTRUCTURE	1_FLAT
	STORIES	1_1
	ACTUALAREA	4880

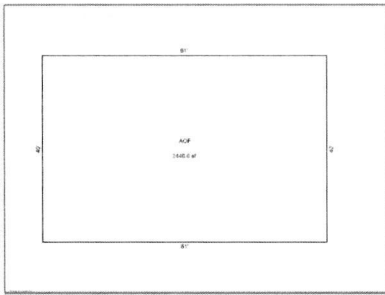
# Moffat County Assessor Data Site

Chuck Cobb, 221 W Victory Way, Ste 240, Craig, CO, 81625  
(P) 970.824.9102 | (F) 970.824.9189 | (E) ccobb@moffatcounty.net

Model	Attribute Name	Attribute Value
COMMERCIAL 1	EFFECTIVEAREA	3904
	FOOTPRINTAREA	0
	HEATEDAREA	0
	SFLAAREA	4880
	ECONOMICAREA	.
	ACTUALYEARBUILT	1927
LAND 1	PROPERTYCODE	9139-100%
	ACTUALAREA	6250
	ECONOMICAREA	.

## Property Images

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**Account Information**

ACCOUNTNUMBER	R007443
ACCOUNTTYPE	RealAccount
PROPERTYCODE	9239,9139
PROPERTY CODE DESCRIPTION	EXEMPT-COUNTY-IMPS.,EXEMPT-COUNTY-LAND
PARCELNUMBER	065736429904
SITUS2	595 BREEZE ST CRAIG CO 81625
LEGALSUMMARY	Subd: ORIGINAL CRAIG Lot: 45 - 48 Block: 29
CITY	CRAIG
ZIP	81625
PLATTEDSUBDIVISION	650_ORIGINAL CRAIG
NEIGHBORHOOD	900000_EXEMPT
ECONOMICAREA	7_COMM ECON 7
TAXAREAID	08T22_08 TIF 2022
OWNERNAME	MOFFAT COUNTY
OWNERADDRESS	221 W VICTORY WAY CRAIG, CO 81625
MODELLIST	1-MODEL_COMMERCIAL,1-MODEL_LAND
ARCLIST	20_OFFICES
XUNITS	0
MAPLINK	<a href="https://www.google.com/maps?q=40.51583131,-107.5482378">https://www.google.com/maps?q=40.51583131,-107.5482378</a>

**Sales Information**

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
11/03/1992	WD	B659 P677	CHARCHALIS, GUS	MOFFAT COUNTY	200,000

**Values and Estimated Taxes**

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2018	\$128,530.00	\$443,196.00	81.363	\$10,457.59
2019	\$127,050.00	\$438,101.00	80.992	\$10,290.03
2020	\$127,050.00	\$438,101.00	81.736	\$10,384.56
2021	\$127,050.00	\$438,101.00	82.788	\$10,518.22
2022	\$127,050.00	\$438,101.00	82.788	\$10,518.22

**Property Details**

Model	Attribute Name	Attribute Value
COMMERCIAL 1	PROPERTYCODE	9239-100%
	BUILDINGTYPE	907200_CO OFF BDG
	ARCHITECTURESTYLE	20_OFFICES
	EXTERIORWALL	32_CONC BLOCK-100%
	INTERIORWALL	5_DRYWALL-100%
	NEIGHBORHOOD	900000_EXEMPT
	ROOFCOVER	4_BUILT-UP-100%
	ROOFSTRUCTURE	1_FLAT
	STORIES	1_1
	ACTUALAREA	10815

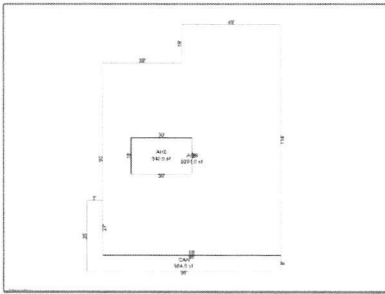
# Moffat County Assessor Data Site

Chuck Cobb, 221 W Victory Way, Ste 240, Craig, CO, 81625  
(P) 970.824.9102 | (F) 970.824.9189 | (E) ccobb@moffatcounty.net

Model	Attribute Name	Attribute Value
<b>COMMERCIAL 1</b>		
	EFFECTIVEAREA	9991
	FOOTPRINTAREA	0
	HEATEDAREA	0
	SFLAAREA	9831
	ECONOMICAREA	.
	ACTUALYEARBUILT	1947
<b>LAND 1</b>		
	PROPERTYCODE	9139-100%
	ACTUALAREA	12500
	ECONOMICAREA	.

## Property Images

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**Account Information**

ACCOUNTNUMBER	R007485
ACCOUNTTYPE	RealAccount
PROPERTYCODE	9272,9172
PROPERTY CODE DESCRIPTION	HEALTH CARE FA,HEALTH CARE FACILITY
PARCELNUMBER	065736432006
SITUS2	551 TUCKER ST CRAIG CO 81625
LEGALSUMMARY	Subd: ORIGINAL CRAIG Lot: 37 - 38 Block: 32
CITY	CRAIG
ZIP	81625
PLATTEDSUBDIVISION	650_ORIGINAL CRAIG
NEIGHBORHOOD	200000_COMMERCIAL
ECONOMICAREA	7_COMM ECON 7
TAXAREAID	08_01CFG
OWNERNAME	MOFFAT COUNTY, A BODY POLITIC
OWNERADDRESS	221 W VICTORY WAY CRAIG, CO 81625
MODELLIST	1-MODEL_COMMERCIAL,1-MODEL_LAND
ARCLIST	30_SPECIAL
XUNITS	0
MAPLINK	<a href="https://www.google.com/maps?q=40.515219354,-107.5446035">https://www.google.com/maps?q=40.515219354,-107.5446035</a>

**Sales Information**

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
05/06/2013	WD2	2013-1600	SUNSHINE PROPERTIES, LIMI...	MOFFAT COUNTY, A BODY POL...	99,900
07/25/2007	WD	2007-4121	DUSHAN VOYICH, D.M.D	SUNSHINE PROPERTIES, LIMI...	60,000
11/23/1992	WD	B661 P283	NASSIMBENE, ROBERT D	VOYICH, DUSHAN	27,800
01/27/1986	WD	B565 P646	DALASHMUTT, H	ANCHOR PROF OFFICE	60,000

**Values and Estimated Taxes**

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2018	\$20,760.00	\$71,561.00	81.363	\$1,689.10
2019	\$20,330.00	\$70,086.00	80.992	\$1,646.57
2020	\$20,330.00	\$70,086.00	81.736	\$1,661.69
2021	\$20,330.00	\$70,086.00	82.788	\$1,683.08
2022	\$20,330.00	\$70,086.00	82.788	\$1,683.08

**Property Details**

Model	Attribute Name	Attribute Value
COMMERCIAL 1	PROPERTYCODE	9272-100%
	BUILDINGTYPE	60700_DENTAL
	ARCHITECTURESTYLE	30_SPECIAL
	EXTERIORWALL	23_FRAME-100%
	INTERIORWALL	5_DRYWALL-100%
	NEIGHBORHOOD	200000_COMMERCIAL

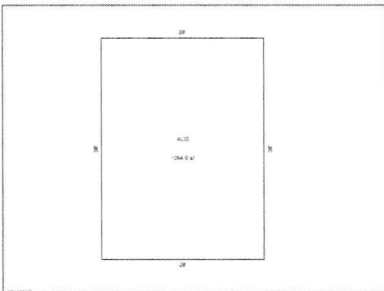
# Moffat County Assessor Data Site

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Model	Attribute Name	Attribute Value
COMMERCIAL 1	ROOFCOVER	3_COMP SHNGL-100%
	ROOFSTRUCTURE	3_GABLE/HIP
	STORIES	1_1
	ACTUALAREA	1064
	EFFECTIVEAREA	1064
	FOOTPRINTAREA	0
	HEATEDAREA	0
	SFLAAREA	1064
	ECONOMICAREA	.
	ACTUALYEARBUILT	1974
LAND 1	PROPERTYCODE	9172-100%
	ACTUALAREA	6250
	ECONOMICAREA	.

## Property Images

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**RESOLUTION 2022- 88**

**AUTHORIZING DEMOLITION OF MOFFAT COUNTY COURTHOUSE  
LOCATED AT 221 WEST VICTORY WAY, CRAIG, COLORADO**

WHEREAS, the Board of County Commissioners of Moffat County, State of Colorado (hereinafter referred to as "BOCC") is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and § 30-11-103, C.R.S., as amended; and

WHEREAS, Moffat County is an organized county within the State of Colorado and is empowered for the purposes set forth in § 30-11-101 and § 30-11-107, C.R.S., as amended; and

WHEREAS, § 30-11-107, Colorado Revised Statutes, authorizes the Board of County Commissioners of Moffat County to represent Moffat County and have the care of the county property and the management of the business and concerns of the county in all cases where no other provisions are made by law; and

WHEREAS, a new Moffat County Courthouse and Administration Building is being remodeled to replace the current Moffat County Courthouse. The new Courthouse will comply with current standards for court security and the Americans with Disabilities Act, and will also provide a vastly improved facility to house the Moffat County District and County Courts and related offices, and many Moffat County offices. The current Courthouse is over one hundred years old and has numerous structural deficiencies which would cost more than the building is worth to repair. It is in the best interests of the citizens of Moffat County for the current Moffat County Courthouse located at 221 West Victory Way, Craig, Colorado to be demolished after it has been vacated by Moffat County staff and those in the 14<sup>th</sup> Judicial District currently using the Courtrooms. It is anticipated that current occupants will be able to relocate to the new Moffat County Courthouse and Administration Building, located at 1198 West Victory Way, Craig, Colorado, after construction and remodeling of new facility is completed near the end of January, 2023.

NOW THEREFORE BE IT RESOLVED, the Board of County Commissioners of Moffat County, hereby authorizes the demolition of the Moffat County Courthouse located at 221 West Victory, Craig, Colorado, on a date in 2023 which will be determined after the relocation of Moffat County offices to the new Moffat County Courthouse and Administration Building located at 1198 West Victory Way, Craig, Colorado.

APPROVED and ADOPTED this 9<sup>th</sup> day of August, 2023.

MOFFAT COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Donald Broom, Chair

STATE OF COLORADO     )  
  )§  
COUNTY OF MOFFAT     )

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

Witness my hand and the seal of said County this 9<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
Erin Miller, Deputy Clerk and Ex-officio to the County  
Commissioners, Moffat County, State of Colorado



MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. 2022 - 85

DECLINING PARTICIPATION IN THE "FAMLI" PROGRAM AND PROVIDING FOR  
NOTIFICATION TO THE STATE OF COLORADO OF SUCH DECLINATION OF  
PARTICIPATION

WHEREAS, the Board of County Commissioners has the authority under Colorado law, including, but not limited to C.R.S. 30-11-103 and 107 to make decisions regarding the County budget, personnel benefits, and employment policies in the unincorporated areas of the County; and

WHEREAS, the Colorado General Assembly enacted legislation known as the Paid Family and Medical Leave Insurance Act ("FAMLI") in 2021, C.R.S. 8-13.3-501, *et seq.*, the provisions of which will become operative in 2023; and

WHEREAS, the Board has reviewed and considered the advantages and disadvantages of participation in FAMLI, and the current benefits provided by the County to its employees; and

WHEREAS, the Board has concluded that current benefits provided are inclusive of benefits under FAMLI; and

WHEREAS, an employee of a local government that has declined participation in the program pursuant to statute may elect coverage and individual participation; and

WHEREAS, a local government may decline participation by formally notifying the division of family and medical leave insurance in writing and providing the date of the vote and the local government's decision to decline participation in the FAMLI program;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. As of the date of adoption of this Resolution, Moffat County by and through its Board of County Commissioners provides written notice that it is declining participation in the Paid Family and Medical Leave Insurance Program ("FAMLI") by sending a copy of this Resolution to the division of family and medical leave insurance.
2. For purposes of compliance with the regulations promulgated concerning local government participation with FAMLI found at 7 CCR 1107-2, and in particular, Section 7 CCR 1107 2.5.A, the date of the vote of the Board of County Commissioners to decline participation in the date below identified as "Adopted and Effective".
3. Staff is directed to provide county employees with information regarding the FAMLI program as is required by statute and regulation, and to provide payroll

deduction processing to any employees who elect to participate in FAMILI as individuals.

- 4. The County will renew this declination not later than eight (8) years from the adopted and effective date, or may elect coverage in the future as provided by statute and regulation.

ADOPTED AND EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF MOFFAT COUNTY, COLORADO

\_\_\_\_\_  
Donald Broom, Chair

\_\_\_\_\_  
Melody Villard, Commissioner

\_\_\_\_\_  
Tony Bohrer, Commissioner

STATE OF COLORADO    )  
                                  )§  
COUNTY OF MOFFAT    )

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

Witness my hand and the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Erin Miller, Deputy Clerk and Ex-officio to  
the County Commissioners, Moffat County,  
State of Colorado

**AGREEMENT REGARDING PROVISION OF MEDICAL OFFICER SERVICES TO MOFFAT COUNTY PUBLIC HEALTH**

This Agreement Regarding Provision of Medical Officer Services to Moffat County Public Health is entered into by and between Moffat County, Colorado, acting by and through its Board of County Commissioners (“BOCC”), acting as the Board of Health for Moffat County (“Board of Health”), and Mesa County Public Health.

RECITALS

A. On April 7, 2009, the BOCC adopted Moffat County Resolution No. 2009-35 establishing Moffat County Public Health (“Public Health Agency”) and designating the members of the BOCC as the Board of Health in accordance with Colo. Rev. Stat. § 25-1-501, *et seq.*, as amended.

B. Subject to available appropriations, the Public Health Agency provides for the provision of services necessary to carry out applicable health laws and rules according to the specific needs and resources available within Moffat County as determined by the Board of Health pursuant to Colo. Rev. Stat. § 25-1-506(3)(a).

C. Kari Ladrow, who has been selected by the Board of Health to serve as the Moffat County Public Health Director, (“Public Health Director”) is not a physician. Therefore, the Board of Health is mandated to employ or contract with at least one medical officer to advise the Public Health Director on medical decisions pursuant to Colo. Rev. Stat. § 25-1-508(5)(c)(1).

D. The BOCC desires to contract with Mesa County Public Health for the services of Medical Officer to the Public Health Agency. Kevin Fitzgerald, MD, is the current Mesa County Public Health employee Medical Director. Mesa County Public Health is willing to extend this service to the Public Health Agency.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Parties agree as follows:

1. Purpose: The purpose of this Agreement is to secure the non-exclusive services of a licensed physician to serve as Medical Officer to the Public Health Agency and to fulfill all the powers and duties of that position.

2. Term: The term of this Agreement shall commence on August 1, 2022 and shall continue until it is revoked by the BOCC in its capacity as the Board of Health. Either Party may terminate this agreement at any time for any reason by providing thirty (30) day’s written notice to the other. In the event the Mesa County Public Health Medical Officer resigns, the BOCC will have the option of ratifying this agreement based on acceptance of the individual selected to replace Dr. Fitzgerald.

All financial obligations of the BOCC, the Board of Health or the Public Health Agency under this agreement subsequent to the fiscal year in which it is signed are contingent upon funds for this purpose being budgeted, appropriated, and otherwise made available for this purpose by the BOCC. This agreement shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4)(b) of the Colorado Constitution.

3. Medical Officer Responsibilities: Throughout the term of this agreement, Mesa County Public Health agrees to assure that their Medical Officer:

- a. Maintains a valid and unrestricted license to practice medicine in the state of Colorado;
- b. Maintains an unrestricted Drug Enforcement Administration (“DEA”) registration;
- c. Maintains professional liability insurance;
- d. Adheres to the standards and principles of medical ethics of the American Medical Association, and all recognized associations or accrediting boards concerned with physician’s area of medical specialty;
- e. Notifies the Moffat County Public Health Director immediately if his/her licenses or registrations are restricted or cancelled;
- f. Maintains current knowledge of public health threats and treatment guidelines;
- g. Reports and directs all media inquiries to the Moffat County Public Health Director; and
- h. Refrains from representing to any third person or entity that he or she is authorized to enter into any contract for or on behalf of the Public Health Agency and shall not execute any contract for or on behalf of the Public Health Agency or attempt to bind said Public Health Agency to any obligations without the Moffat County Public Health Director’s specific and prior written consent.

4. Services Provided By Physician Serving As Medical Officer: Mesa County Public Health agrees to assure that the Medical Officer provides the following administrative services to the Public Health Agency in his or her role as Medical Officer:

- a. Medical advice and consultation on topics including, but not limited to, communicable diseases control, immunizations, indigent health care, screening programs and any other health service provided by the Public Health Agency either by telephone, email, or in person;
- b. Advise and consult with Public Health Agency’s nurses and staff with regard to prescriptive authority provided to them in program areas defined by the Parties;
- c. Advise and consult with the Public Health Director on issues that impact public health, including both preparedness for and response to public health emergencies;

- d. Advise and consult with the BOCC acting as the Board of Health and others as requested on matters relating to public health, including sanitary standards and abatement of nuisances;
- e. Attend meetings of the Public Health Agency and Board of Health upon the request of the Public Health Director;
- f. Review and provide input on various documents and plans such as the public health plan, emergency preparedness and response plans, outbreak plans, and maternal and child health plans;
- g. Provide medical oversight and prescriptions as needed for staff treatment of clients of the Public Health Agency;
- h. Delegate prescriptive authority if appropriate;
- i. Review and approve Moffat County Public Health Clinic protocols; and
- j. Serve as signing authority with regard to grants that require a Drug Enforcement Administration number.

5. Public Health Agency Responsibilities: Throughout the term of this agreement, the Public Health Agency:

- a. Shall not interfere with the usual physician/patient relationship, or with the Medical Officer's independent exercise of judgment in the practice of medicine;
- b. Shall not be in violation of acceptable medical ethics;
- c. Shall communicate with the Medical Officer regarding medical matters that the Public Health Agency desires to be addressed by the Medical Officer; and
- d. Coordinate, manage and take action appropriate and necessary to support the Medical Officer.

6. Medical Officer Stipend: In consideration for the Medical Officer services rendered pursuant to this MOU, the Moffat County Public Health Agency shall pay Mesa County Public Health a total of \$100 per year. In addition, Mesa County Public Health will submit for reimbursement any direct expenses necessary for the Medical Officer to travel to Moffat County's offices, to be approved in advance by the Moffat County Public Health Director prior to travel. The annual fee paid to Mesa County Public Health will be evaluated in November of each year, and more frequently if needed, to determine whether it needs to be increased based on workload.

7. Insurance: The services performed by the Mesa County Public Health Medical Officer as the Moffat County Public Health Agency Medical Officer, shall be at all times covered by the Colorado Governmental Immunity Act, found at Colorado Revised Statutes, Title 24, Article 10, as specifically

provided by C.R.S. §25-1-508(5)(d)(II). In addition, the administrative duties performed as the Medical Officer for the Public Health Agency are covered by the Colorado Counties Casualty and Property Pool administered by County Technical Services, Inc.

Mesa County Public Health shall maintain Professional Liability Insurance coverage for Medical Officer Services performed outside the role of Medical Officer and shall provide a certificate evidencing such coverage upon the request of the Public Health Agency.

8. Independent Contractor Relationship: The relationship of Mesa County Public Health to the BOCC, the Board of Health and/or the Public Health Agency shall be that of an independent contractor. Mesa County Public Health is not an employee of any of these Moffat County entities.

9. Medical Records: In preparing, reviewing, or providing any records under this Agreement, the Public Health Agency and Mesa County Public Health's Medical Officer shall comply with all applicable state and federal laws relating to the privacy and confidentiality of medical records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10. Compliance with Applicable Law: The Public Health Agency and Mesa County Public Health's Medical Officer shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in providing the services detailed in this agreement.

11. No Assignment or Amendment: The rights and obligations agreed to in this Agreement may not be subcontracted, assigned or delegated by any Party. This Agreement may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by Parties.

12. Governing Law: The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Mesa County Public Health institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado and that all rights concerning remedies shall survive the termination of this agreement.

13. Severability: Should any provision 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.

14. Notice: Notices 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:

To Moffat County:

Moffat County Board of Health  
\*221 West Victory Way, Suite 130  
Craig, CO 81625

To:

Mesa County Public Health  
Jeff Kuhr, PhD Executive Director  
510.29 ½ Road  
Grand Junction, CO 81504

\* In February 2023, the Notice Address for Moffat County Board of Health will change to **1198 W. Victory Way, Craig, CO 81625.**

15. 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.

16. Counterparts: This agreement may be executed in the counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or Mesa County Public Health on this agreement and any modification hereto shall be effective for all purposes.

17. No Third Party Beneficiaries: Nothing herein is deemed to give anyone not a party to this agreement any right of action against either the BOCC, Mesa County Public Health or the Mesa County Public Health Medical Officer.

MOFFAT COUNTY, COLORADO

By: \_\_\_\_\_  
Donald Broom, Chair  
Moffat County Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Tammy Raschke, Moffat County Clerk

MESA COUNTY PUBLIC HEALTH

By: \_\_\_\_\_  
Jeff Kuhr, PhD, Executive Director