MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625 (970) 824-5517 (970) 824-9191 fax

Don Cook Ray Beck Donald Broom
District 1 District 2 District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, December 22, 2020

8:30 am Pledge of Allegiance/Moment of Silence

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Approve minutes:

- a) December 8 (pgs 3-6)
- b) Board of Public Health minutes: December 7 (pgs 7 & 8)
- c) 2020-131: Resolution for Transfer of Payroll Warrants (pg 9)
- d) 2020-132: Transfer of Payment of Warrants for the month of December (pg 10)
- e) 2020-134: Transfer of Intergovernment Funds for the month of December (pg 11)
- f) 2020-137: Voided Warrants Resolution for the month of December (pg 12)
- g) 2020-121: Authorization for Chair to Sign Documents for Purchase of Lots 2 & 3 of Beyer Minor Subdivision (pg 13 & 14)
- h) Annual Merit System notification (pgs 15 & 16)
- i) Farming Lease Amendment #3 (pg 17)
- j) Hays Insurance Services agreement (pgs 18-24)
- k) Monthly Treasurer's Report (pg 25)
- l) Amendment to Clinic and Wellness Services Agreement with Yampa Valley Medical Center (pg 26)
- m) Electronic Recording Technology Grant Award Letter for the Clerk's Office (pgs 27-47)
- n) Underfunded Courthouse Grant contract (pgs 48-58)

Public Comment, General Discussion & BOCC Reports:

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

BOCC:

- General Discussion
- 1) Wolf Reintroduction Op-Ed (pgs 59 & 60)



Staff Reports:

9:00 am – Public Hearing:

Finance Department - Mindy Curtis

- 2) December Budget Supplemental (pgs 61-76)
 - Mill Levy Certification (pgs 77-84)

Regular Session:

Road & Bridge Department - Bruce White

- 3) Final Payment Letter to Elam (pgs 85-87)
 - Resolution 2020-133: Closure of the Landfill 12/24/2020 (pg 88)

Adjournment

The next scheduled BOCC meeting will be Tuesday, January 5, 2021 - 8:30 am

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

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

For ZOOM participation in this meeting, please follow these instructions:

Join Zoom Meeting

https://zoom.us/j/96675297176?pwd=S0laaTZkd3ZjM0QyTlMzNFFkYmJwUT09

Meeting ID: 966 7529 7176

Passcode: 218469 One tap mobile

- +13462487799,,96675297176#,,,,*218469# US (Houston)
- +16699009128,,96675297176#,,,,*218469# US (San Jose)

Dial by your location

- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (+1 253 215 8782 US (Tacoma)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington D.C)

Meeting ID: 966 7529 7176

Passcode: 218469



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

December 8, 2020

In attendance: Ray Beck, Chair; Don Cook, Board Member (by phone); Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Josh Carney; Jeff Comstock; Shauana Merrill; Stuart Coles; Mike Cochran; Roy Tipton; Dan Miller; Dan Davidson; Mindy Curtis; (by phone) Rebecca Tyree; Melody Villard;

Call to Order Pledge of Allegiance/Moment of Silence

Commissioner Beck called the meeting to order

Broom made a motion to approve the amended agenda as presented. Cook seconded the motion. Motion carried 3-0.

Consent Agenda -

Review & Sign the following documents: (see attached)

Approve minutes:

- a) November 24
- b) 2020-127: Transfer of Payment of Warrants for the month of December
- c) 2020-128: Resolution for Transfer of Payroll Warrants
- d) 2020-125: Establishing All Crimes Enforcement Team Fund
- e) 2020-126: Observed Holidays for 2021
- f) 2020-129: Transfer of Payment of Warrants for the month of December
- g) Department of Human Services October Electronic Transactions
- h) Irish Canyon Restroom Cleaning contract
- i) Public Safety Center Radio Site Lease
- j) Maybell Shop Radio Site Lease
- k) Bargain & Sale Deed for Museum of Northwest Colorado (Mineral Rights)
- l) Landfill Environmental Engineering contract w/NWCC
- m) Appraisal Services contract Amendment #2 CLH Professional Services
- n) Ad Valorem Valuation contract Amendment #1 ValueWest
- o) Mapping & GIS Services contract Amendment #3 Yampa Geo
- p) Exclusive Professional Support contract Amendment #3
- q) Elevated Technologies contract amendment #3
- r) T-PREP Letter of Support (CNCC)

Cook made a motion to approve the consent agenda items A-R. Broom seconded the motion. Motion carried 3-0.

Public Comments, General Discussion & BOCC Reports:

BOCC:

- General Discussion was held among the Board:
- ✓ Broom:
 - No comment

✓ Cook: COVID has polarized the community, and seems like whatever choices the BOCC makes, it's not the right one. More support would be appreciated.

✓ Beck:

- Made comments about the 79th anniversary of the attack on Pearl Harbor
- Reminded everyone that today is Colorado Gives Day
- Winter parking restrictions in Shadow Mountain Village
- Underfunded Courthouse Commission hearing was December 3. (Commissioner Beck asked Office of Development Services Director, Roy Tipton to update the meeting) Moffat County requested \$134,000 to complete design work on the old Kmart building. In order to apply for a DOLA construction grant March 1, 80% of design work needs to be completed.
- Tri-State has requested a letter of support to the Air Quality Control Commission regarding them closing a year earlier

Dan Davidson:

- Thanked the BOCC for the transfer of the minerals.
- Reminded them about some quiet title work that he had requested from the County Attorney.
- Commented on the state of our community in the pandemic and moving into different "colors"

Public Health Professionals & Heroes Appreciation Week Proclamation (see attached)

Beck read portions of the proclamation.

Broom made a motion to Proclaim December 8th – 15th Public Health Professionals & Heroes Appreciation Week. Cook seconded the motion. Motion carried 3-0.

Cook commented that it's unfortunate that the public doesn't realize that health professionals have their best interest in mind.

Staff Reports:

Road & Bridge Department - Dan Miller

Salvage Metal bid recommendation (see attached)

One bid was received from X Field Services for \$28/ton.

Broom made a motion to accept the bid from X Field Services for \$28/ton for Salvage Metal. Cook seconded the motion. Motion carried 3-0.

- Monthly report (see attached)
- Crusher We are at the Smith pit crushing.
- 2. The truck crew finished graveling CR 7 from the end of pavement to Great Divide. They shouldered CR 51 and are currently graveling CR 17. We also hauled gravel to CR 38 for the new winter parking lot. This will make winter travel to Wilderness Ranch Safer for the winter and save some plow time for the motor grader on the route.

- 3. The grader crew has been working on the roads trying to get them ready for winter. They are repairing the shoulders on the paved roads and smoothing out some of the damage our roads received from hunting traffic. We have only plowed snow once so far this fall. We did pull the fire ban signs.
- 4. The bridge / mag crew has been cleaning cattle guards and repairing broken guards. They have also installed several new guards. The Bridge crew has also installed several signs along highway 13 marking county roads. The Tourism association paid for the sign materials. The City of Craig let us use their hydraulic potholing machine to dig the holes for the signposts resulting in a cleaner and safer installation.
- 5. The construction crew repaired a washout on CR 39. The Williams Fork River had undercut the edge of the road and high water in the spring could have washed the road out.

Landfill – Things are going smoothly at the landfill. The demo has begun at the old hospital. Shane at the landfill has done a great job coordinating with the general contractor, the asbestos removal contractor and the environmental consultants to insure everything is disposed of in accordance with state regulations regarding asbestos disposal

Public Hearing: 9:00 am:

Planning & Zoning – Jerry Hoberg (see attached) Axial Basin, LLC Zone Change from Ag to Heavy Industrial R-20-02 Axial Basin, LLC Conditional Use Permit C-20-05

Beck read the Public Hearing protocol.

Hoberg explained that because of COVID and the Courthouse being closed down, the Planning & Zoning Commission had voted on this by email.

Stuart Coles, of Juwi Solar, gave a slide presentation that provided information about his company and this proposed project.

There was no testimony either for or against the project.

Broom made a motion to approve the Axial Basin, LLC Zone Change from Ag to Heavy Industrial R-20-02. Cook seconded the motion. Motion carried 3-0.

Cook made a motion to approve the Axial Basin, LLC Conditional Use Permit C-20-05. Broom seconded the motion. Motion carried 3-0.

Public Hearing: 9:29 am:

Finance Department - Mindy Curtis

Approval of the 2021 Final County Budget: (see attached)

2020-120: Resolution to adopt 2021 budget

2020-122: Resolution to Appropriate Sums of Money

2020-123: Resolution to Set Mill Levies

2020-124: Distribution of Sales Tax Amending Resolution 2019-124

Beck read the Public Hearing protocol

Curtis presented the final 2021 County Budget and explained the various components.

There was no testimony either for or against the budget presentation.

Regular Session:

Back in Regular Session, Broom made a motion to approve Resolution 2020-120: Resolution to Adopt the 2021 Budget. Cook seconded the motion. Motion carried 3-0. The BOCC thanked Curtis and the Finance Department for their hard work on the budget process.

Broom made a motion to approve **Resolution 2020-122**: Resolution to Appropriate Sums of Money. Cook seconded the motion. Motion carried 3-0.

Broom made a motion to approve Resolution 2020-123: Resolution to Set Mill Levies. Cook seconded the motion. Motion carried 3-0.

Broom made a motion to approve Resolution 2020-124: Amending Resolution 2019-124: Distribution of Sales Tax. Cook seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:46 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by:	
Approved on:	
Attest by:	

Moffat County Board of Public Health 221 W Victory Way Suite 130 Craig, CO 81625

December 7, 2020 - Special Meeting

In attendance: Ray Beck, Chair; Donald Broom, Board Member; Rebecca Tyree; KC Hume; Mike Cochran; Jerry DeLong; Shauana Merrill; Jeff Comstock; Mason Siedschlaw; Peter Brixius; Heather Cannon; Jarod Ogden; (ZOOM) Don Cook, Board Member Kari Ladrow; Jennifer Riley; Allen Reishus; Steven Hilley; Josh Carney; Rebecca Tyree; Olivia Scheele

Call to Order - 2 pm

Commissioner Beck called the meeting to order.

Agenda Items - Topic:

Update on Sandrock Ridge Rehabilitation Center outbreak – Kari

The facility has been on Outbreak status for three weeks; there have been 12 deaths with COVID as at least a contributing factor in their deaths. Kari said it's important to recognize how difficult of a time it has been at Sandrock Ridge for the families and staff members. No confirmation on how it is being spread within the facility.

2. Update on deaths in the community - Kari

- In addition to the deaths at Sandrock, 7 additional community deaths. It's important to remember that there are families in the community that will be going into the holidays without their family members.
- 452 total cases
- 19 total deaths
- 69 active cases
- -364 recoveries

Dr. Reishus commented on the fact that there were three married couples that had passed away due to COVID.

Update on current hospitalizations - Memorial Regional Health - Jennifer

Discussed the current treatments that are being used at Memorial Regional Health for COVID patients.

- 5 people admitted to COVID unit. The hospital can handle up to 12 patients in negative pressure rooms/spaces.
- 21 patients admitted since the pandemic started. Current patients are sicker and requiring more care.
- Significant oxygen needs
- More severe symptoms developing in week two
- Should know the effects on the spread from Thanksgiving by next week

(Proposed) Public Health Order and Enforcement Discussion- Commissioners and Law Enforcement

- There was discussion regarding enforcement of contact tracing
- Updates to the "color" chart by the CDPHE. Because of our 18% positivity rate, Moffat County is scheduled to be moved to the Red level on December 10. If the County was to decline this move, the community would not be eligible for Relief funds for local businesses from SBI. Kari reviewed the changes between Red & Orange. It was suggested to find out what the payoff would be from the Relief funds vs staying in Orange. Commissioner Cook commented that the State Senate was only going to allocate \$37,000,000 across the whole state for the Relief Fund, and that we would probably not be

getting a large amount, if we chose to go the Red level. Kari discussed the differences between Orange, Red & Purple. Dr. Reishus advised going to Red to help make some kind of difference in our positivity rate.

5. Vaccination Planning

- Kari spoke about the vaccination distribution in our community. Each of the healthcare agencies (Public Health, Northwest CO Health, & Memorial Regional Health) has ordered their own stock; MCPH should have some in hand by the end of December. Although a larger amount was ordered, not near enough will be received. Distribution to the vulnerable populations, frontline healthcare professionals, law enforcement, etc. will be hard to determine.

There was discussion about the timeline for making the decisions regarding for the Public Health Orders.

Cook spoke about the"5 Star" program that has been proposed by Mesa County.

Meeting adjourned at 2: 42 pm

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by:		
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-	The The Hilling Law 2 and Alband Michael	
Approved on: _	remaining the community of the	
Attest by:		
_	51 a) 1997. The place	

RESOLUTION 2020-131 PAYMENT OF PAYROLL WARRANTS PAYROLL ENDING 12/12/2020

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:

	12/21/2020		l .
FROM FUND:			
General FROM FOND.	0010.7000	\$292,791.40	cr
Road & Bridge	0020.7000	\$203,145.69	cr
andfill	0070.7000	\$16,920.85	cr
virport	0120.7000	\$2,639.06	cr
ibrary	0130.7001	\$10,434.94	cr
Maybell WWTF	0280.7000	\$0.00	cr
lealth & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$9,954.01	cr
No Co Tourism	0320.7000	\$3,184.22	cr
SC Jail	0072.7000	\$95,195.80	cr
luman Services	0030.7100	\$97,624.11	cr
Public Health	0065.7000	\$27,561.82	cr
SM I	0168.7000	\$5,790.92	cr
SM II	0169.7000	\$6,669.50	cr
TO FUND:			
Varrant	0100.1000	\$771,912.32	dr
dopted this	_day of	A.D. 2	2020
	Chairman		
	Chairman		
TATE OF COLORADO)		
COUNTY OF MOFFAT)ss.		

RESOLUTION 2020-132 TRANSFER OF PAYMENT OF WARRANTS FOR THE MONTH OF DECEMBER 2020

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:	12/22/2020		
General	110	\$182,790.76	CR	0010.7000
Road & Bridge		\$41,191.59		
Landfill		\$2,399.08		0070.7000
Airport	-	\$651.39		0120.7000
Emergency 911		\$181.48		0350.7000
Capital Projects		\$2,108,244.85		0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	\$767.80	CR	0130.7001
Maybell Sanitation	610	\$223.70	CR	0280.7000
Health & Welfare	720	\$57,390.80	CR	0080.7000
Senior Citizens	215	\$850.34	CR	0170.7000
Internal Service Fund	710	\$595.13	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	\$1,088.49	CR	0166.7000
Mo Co Tourism Assoc	219	\$780.95	CR	0320.7000
PSC - JAIL	210	\$7,570.67	CR	0072.7000
Human Sevices	220	\$15,591.15	CR	0030.7100
Public Health	250	\$1,713.35	CR	0065.7000
Sunset Meadows I	910	\$8,055.33	CR	0168.7000
Sunset Meadows I Security	910	\$501.93	CR	0167.7000
Sunset Meadows II	920	\$8,205.74	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275		CR	0310.7000
Shadow Mountain LID	530	\$1,364.84	CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund Warrant	,	\$2,440,159.37	DR	
Adopted this day of		, 2020		
		Chairman		
STATE OF COLORADO) ss.)			
COUNTY OF MOFFAT)			
I, Tammy Raschke County Clerk ar County Commissioners, County of Mof that the above and foregoing is a true a as adopted on the date stated.	fat, State of Colora	do do hereby certify		
WITNESS my hand and seal this	day of		A.D.	2020
	Cou	unty Clerk & Ex-officio		

RESOLUTION 2020-134 TRANSFER OF INTERGOVERNMENT FUNDS FOR THE MONTH OF DECEMBER

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:

		Amount	To: (Fund) (db)			Amount
	\$	470.18	Health & Welfare		\$	470.18
	\$	25.98	R&B		\$	25.98
	\$	22,210.83	Public Health		\$	22,210.83
	\$	22,037.06	Publich Health		\$	22,037.06
TOTALS	\$	44.744.05		TOTALS	\$	44,744.05
	TOTALS	\$ \$ \$	\$ 470.18 \$ 25.98 \$ 22,210.83 \$ 22,037.06	\$ 470.18 Health & Welfare \$ 25.98 R&B \$ 22,210.83 Public Health \$ 22,037.06 Publich Health	\$ 470.18 Health & Welfare \$ 25.98 R&B \$ 22,210.83 Public Health \$ 22,037.06 Publich Health	\$ 470.18 Health & Welfare \$ \$ 25.98 R&B \$ \$ 22,210.83 Public Health \$ \$ 22,037.06 Publich Health \$

A.D. 2020

Adopted this	day of A.D.	2020
-		Chairman
COUNTY OF MOFFAT))\$	
County Commissioners, Cou	by Clerk and Ex-officio Clerk to the Board of intry of Moffat, State of Colorado do hereby co is a true and complete copy of the resolution d.	ertify 1
WITNESS my hand and seal	this day of	A.D. 2020

		RESOLUTION	N 2020-137			T
			S RESOLUTION			
	FO	R THE MONTH	OF DECEMBER			
WHEREAS, The Boar						
have approved the payme	ent of various deb	ts and obligation	s from the various			
county funds:						
AND WHEREAS, the	warrants issued in	n payment of said	d debts and obligations			
have been issued against	t the Moffat Count	ty Warrant Fund:				
NOW THEREFORE, E	BE IT RESOLVED	that the Moffat	County Treasurer be and			
he is hereby authorized to	transfer money	among the variou	us funds as follows:			
			12/22/2020			
TO: WARRANT FUND		10-0000-2003		\$	50,000.00	dr
VOID FUND	WARRANT #		VENDOR NAME			
General	430473	11/30/2020	Dennis Otis	\$	12,500.00	
			Check not needed			
General	430570	12/4/2020	Christopher B Jurney	\$	12,500.00	
			Check not needed			
General	430575	12/4/2020	The Jungle Pet Shop LLC	\$	12,500.00	
			Check not needed			
General	430579	12/4/2020	Good Vibes River Gear	\$	12,500.00	
			Check not needed			
FROM: WARRANT FUND		10-0000-1001		\$	F0 000 00	
THOM: WARRANT TONE		10-0000-1001		ð	50,000.00	CI
						-
			•			
	Chairman					
STATE OF COLORADO)					
)ss.					
COUNTY OF MOFFAT)					
I T D						
I, Tammy Raschke, Co	unty Clerk and Ex	x-officio Clerk to	the Board of			
County Commissioners, C	ounty of Moffat, S	State of Colorado	do hereby certify			
that the above and forego	ing is a true and o	complete copy of	the resolution			
as adopted on the date sta	ated.					
WITNESS band and a	I 4b:-	1				
WITNESS my hand and s	eai this	_ day of	A.D. 2020			
Cour	nty Clerk & Ex-of	ficio	_			
Cou	inty Clerk & EX-OI	IICIO				

RESOLUTION 2020 - 121

AUTHORIZATION FOR CHAIR OF BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY TO SIGN DOCUMENTS FOR PURCHASE OF LOT 2 AND LOT 3 OF BEYER MINOR SUBDIVISION

WHEREAS, C.R.S. § 30-11-101(1)(b) authorizes each county within the state to be empowered to purchase and hold real and personal property for the use of the county, and

WHEREAS, C.R.S. § 30-11-101(1)(d) authorizes counties to make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers; and,

WHEREAS, C.R.S. § 30-11-103 states that the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners therefor; and

WHEREAS, C.R.S. § 30-11-104(1)(a) states that each county, at its own expense, shall provide a suitable courthouse and other necessary county buildings and keep them in repair; and

WHEREAS, the Moffat County Board of County Commissioners is empowered by C.R.S. § 30-11-107(1)(aa), as amended, to establish policies and procedures in regard to entering into contracts binding on the county, and to delegate its power to enter into such contracts pursuant to such policies and procedures, where amounts specified in such policies and procedures and where such contracts otherwise comply with limits and requirements set forth in such policies and procedures; and

WHEREAS, the Moffat County Board of County Commissioners is empowered by C.R.S. § 30-11-107(1)(e), as amended, to represent the 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, the Moffat County Board of County Commissioners regularly meets and makes decisions concerning various matters concerning Moffat County and enters into agreements and contracts, passes resolutions, and, when it is in the best interest of the County, authorizes the Chair of the Board of County Commissioners to act on their behalf; and

WHEREAS, the Moffat County Board of County Commissioners held three public hearings to present the findings of the feasibility study regarding the proposed Courthouse Project in the old Kmart Building, located at Lot 2 and Lot 3 of the Beyer Minor Subdivision. The proposal is to purchase the old Kmart building for the sale price of \$2.25 million, with an estimated construction cost of \$20 million, and feedback from the public was primarily positive after they heard the presentation. Information presented included information that the purchase of the old Kmart building could be from funds allocated for capital projects in Moffat County, and construction costs could then be financed by other means; and

WHEREAS, the Moffat County Board of County Commissioners met on October 13, 2020, and approved and adopted Resolution 2020-102, a Resolution Authorizing Negotiations for Purchase of Real Property for the Use of Moffat County, which authorized negotiations with the owners of the Kmart building in Craig, Colorado, with the purpose of purchasing said building if a suitable agreement could be reached. Following negotiations, a suitable agreement to buy and sell the property was signed by both parties on October 29, 2020; and

WHEREAS, on October 27, 2020, the Moffat County Board of County Commissioners met and adopted Resolution 2020-108 authorizing Moffat County to make capital expenditures in connection with the acquisition of certain land and the construction of improvements thereon to be used for County Courthouse and Offices, and to be reimbursed for some expenditures with the proceeds of tax exempt certificates of participation; and

WHEREAS, the Moffat County Board of County Commissioners desires to authorize its Chairman, Ray Beck, to sign any documents required for the purchase of the property legally described as Lot 2 and Lot 3 of Beyer Minor Subdivision, according to the Amended Plat thereof, filed March 9, 1994 as Reception No. 352778, known as 1198 W. Victory Way, Craig, CO 81625.

NOW THEREFORE, BE IT RESOLVED, that the Moffat County Board of County Commissioners hereby authorizes the undersigned Chairman of the Board of County Commissioners to have the authority to sign any and all documentation to effectuate the purchase of the real property described more fully herein and located at 1198 W. Victory Way, Craig, CO 81625.

PASSED and APPROVED this 22nd day of December, 2020.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Ray Beck, Chairman of the Board	Don Cook, Commissioner
Donald Broom, Co	ommissioner
STATE OF COLORADO) ss.	
COUNTY OF MOFFAT)	
	d Ex-officio to the Board of Commissioners, do hereby certificate copy of the resolution as adopted by the Board of Countries
Witness, my hand and seal of said Count	y this 22 nd day of December, 2020.
	Erin Miller, Deputy Clerk and Ex-officio to County
	Erm winer, Deputy Clerk and Ex-officio to County



To: County Human/Social Services Directors From: Colorado Department of Human Services

Date: November 16th 2020

Re: 2021 County Merit System Certification

This letter serves as a reminder that the County Department of Human/Social Services is required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department on or before January 1 of each year.

The Volume 2 rules regarding the County Personnel and Merit System requirements can be accessed at https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=583&fileName=9%20CCR%202502-1. Please submit your certifications to the CDHS County Liaisons, 1575 Sherman Street, 8th Floor, Denver, CO 80203, or via email to nicole.miera@state.co.us or laura.miller1@state.co.us. Thank you for your assistance!

Enclosure

cc: Anne Marie, Deputy Executive Director of Community Partnerships
Sarah Lipscomb, CDHS Director of Operations, Community Partnerships
Nicole Miera, CDHS County Liaison, Executive Director
Laura Miller, CDHS County Liaison Supervisor, Office Community Partnerships



CDHS Certification of Compliance - Year 2021 County Personnel and Merit System

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

Moffat County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2021, and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

The County Director is exempt from the Co Colorado Department of Human Services.	Dunty Merit System per the Transitional Plan submitted to the \[Yes \quantimes No \]
By:	
Signature	Date
Print Name	Title



FARMING LEASE AMENDMENT NUMBER 3

THIS CONTRACT AMENDMENT NUMBER 3 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Sterling Rollins whose address is PO Box 1027, Craig, CO 81625, whose telephone number is 970-629-8898.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date of this Amendment. The effective date of this amendment is upon approval of the BOCC.
- 2. Identification of Original Agreement. BOCC and Contractor entered into a written agreement dated April 24, 2018 (the "Agreement"), entitled "Lease Agreement", concerning the following subject matter: Farming Lease for Hay crops at Loudy Simpson Park and the Craig Moffat Airport. That Agreement is incorporated herein by reference and except as amended herein, this amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.
- 3. Amendments. BOCC and Contractor now desire to amend the Agreement and the prior amendments thereto, if any, as follows:

By exercising the option to renew the Lease Agreement for 2021. The Lease Agreement shall be extended through December 31, 2021.

4. **Effect.** All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

1

MY COMMISSION EXPIRES:

SHAUANA MERRILL NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID #20014012384 My Commission Expires April 20, 2021

N WITNESS WHEREOF, the B BOARD OF COUNTY COMMISSIO MOFFAT COUNTY, COLORADO		actor have set th	neir hands a	nd seals. ATTI	EST:	
By:Dat	e:			Clerk to the l	Board	
		LESEE:	A CAN DE PARTIE DE LA CANTRE DE			
			Ву:	The	Sterling Rollins	S
STATE OF COLORADO)					
COUNTY OF MOFFAT) ss.)		= th			
The foregoing instrument	was acknowledged	before me this	day	of Decemb	12020 by Sterling F	Rollins

1

221 W. Victory Way, Craig, CO 81625

Address of Notary

INSURANCE SERVICES AGREEMENT

This Insurance Services Agreement ("Agreement") is made and entered into effective this 1st day of November 2020, no matter the date it is signed, by and between The Hays Group, Inc. d/b/a Hays Companies ("Company") and the Board of County Commissioners of Moffat County, Colorado ("Client").

WHEREAS, the Client desires to retain the Company to perform certain insurance-related services as set forth in this Agreement; and

WHEREAS, the Company is in the business of providing such services;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Services.

1.1 **General**. The Client hereby retains the Company, upon the terms and conditions set forth herein, to provide the services set forth in this Agreement with regard to the following lines of Health and Welfare benefits:

Medical Limited Medical Dental

Vision Basic Life and AD&D

Basic Life and AD&I Voluntary Benefits

Patient Advocacy Short-Term Disability Long-Term Disability COBRA

Flexible Spending Account (FSA) Employee Assistance Program (EAP)

- 1.2 Types of Services. The Company and/or its affiliates shall provide the following services to the Client under this Agreement:
 - A. Review the Client's Employees Benefits Program, on a continuing basis to ensure that those plans are compliant with federal requirements and their adequacy of benefits with respect to other plans. Recommend alternative benefit designs or delivery systems as dictated by emerging plan costs or benefit practices.
 - B. Review and reaffirm changes to the goals and objectives of the benefit design. Notify, monitor and provides information on pending or new legislation including, but not limited to, Patient Protection and Affordable Care Act and HIPPA and changes in tax laws. Consult on benefit and funding trends that may affect the benefits program, applying assumptions to various scenarios, often with only a few hours' notice. Advise Client of market and like business benefit trends. Recommend appropriate action to be taken by the Client's Employee Benefits Program.
 - C. Annually, provide a formal analysis and benchmark report of Client's Employee Benefits Program in comparison to competitors.
 - D. Provide the Client's Employee Benefits Program with (1) writing plan modifications and new plans (2) assisting in the amendment approval process (3) submitting written reports and other documents as required by the Federal Government and (4) evaluate potential benefit plan cost reductions.

- E. Collect schedules from Client's TPA/carriers and prepare 5500 Forms for any and all health and welfare programs as necessary.
- F. Prepare/develop "Request For Proposal" for products necessary to implement the benefit plans or for competitive analysis of marketplace costs to ensure Client receives the best possible pricing.
- G. Manage the vendor renewal/selection process, including contract negotiations with the third party administrator (TPA) or insurance carrier.
- H. Review contracts, plan documents, summary plan descriptions, insurance policies and other documents for applicability, accuracy and consistency. Prepare and deliver necessary reports to the Client's Employee Benefits Program.
- I. Prepare alternative funding analysis and conduct actuarial analysis of claims reserves and funds requirements as requested.
- J. Provide any necessary actuarial services, including projecting funding needs for upcoming fiscal year.
- K. Maintain records of the financial and claims experience, condition, and progress of Client's plans and provides quarterly reports.
- L. Review all benefit services for technical accuracy.
- M. Participate with Client when requested in communications and actions with the insurance and healthcare reimbursement carriers; and with boards or other independent bodies.
- N. Prepare the Client's Employees Benefit Program and wellness communication materials. Provide print ready communication materials.
- O. Conduct employee education meetings as requested.
- P. Personal availability for meetings as required. Provide a backup service person that is knowledgeable about the Employee Benefits Program.
- Q. Adjudication of specific claims when requested by Client.
- R. Discuss and coordinate information with other consultants employed with Client when requested.
- S. Participate in appropriate audits of vendors, based on a statistically valid stratified random sample that achieves a minimum 95% confidence level and prepare comprehensive and detailed reports, and recommendations of the audit findings, review results with Client's plan administrators. The audit will include, but not be limited to, the following:
 - A detailed operation review of the third party claims administrator, which includes, but is not limited to,
 - Claims payment system;

- Claims procedure and office work flow;
- Forms and communication process;
- Training programs and employee evaluation process,
- Exception processing;
- Cost containment procedures;
- Quality and quantity of procedural manuals provided to claims processing, customer service, etc.
- Internal audit system;
- Mail receipt and tracking;
- Evaluation of the security of records and data;
- Evaluation of customer service, including communication of the Plans' benefits, policies and procedures; and
- Security and override procedures relating to approval of claims and access to records.
- A comprehensive, objective review of 100% of the received and processed claims to determine whether the claims are adjudicated according to contractual performance standards, appropriate benefits, and industry standards which includes, but is not limited to,
- A statistically valid stratified random sample that achieves a minimum 95% confidence level:
- On-site review of transactions processed by the third party claims administrator, including the reprocessing of claims to evaluate the third party claims administrators process and systems relating to such areas as: eligibility, coding, pricing including proper application of allowable charge and discount arrangements, deductible accumulators, identification of duplicate bills, application of Plan benefits, COB, medical necessity, ineligible/eligible charges, compliance with the Plans' Master Plan Document, timeliness of processing, interaction with other vendors, and file documentation;
- T. Provide liaison services between Client's Employee Benefits Program and other benefits contractors, including coordination of reporting and assistance resolving claims.
- U. Prepare the quarterly financial reports for the self-funded plan. Conduct quarterly meetings, or more often if necessary, to review the financials, utilization and benefits design.
- V. Manage annual open enrollment process with TPA/Carrier.
- W. Prepare strategic plan for Client's Employee Benefits Program.
- X. Provide ongoing customer support to address claims, billings, benefit, eligibility and other service issues.
- Y. Perform special projects as requested by Client. For example:
 - Develop and assist in implementation of new insurance plans.
 - Assist in drafting, reviewing, issuing and evaluating requests for proposals and invitations to bid.
 - Advise Client in contract negotiations and renewals.
 - Assist in developing the costs associated with various issues involving the benefit plans.
 - Assist with special employee communication projects, which may result from legislative or regulatory changes.

- Prepare special reports showing claims experience.
- Z. Responsible for maintaining the confidentially of Client's records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from Client's Employee Benefits Plan Officials.
- AA. Assist Client with the development of performance guarantees relating to vendors' performance of services to the Client's Benefits Plan Administrator and evaluate the performance of vendors.
- BB. Provide medical and dental management oversight including, but not limited to precertification requirements, paid claims, prescription drug utilization and high cost claims/stop loss.
- CC. Assist Client with wellness programs and provides continuing consultative services for the development and improvement of Client's wellness program.
- DD. Provide recommendations on voluntary benefit plans.
- 1.3 Information. The Company shall make available to the Client upon its request documents and information reasonably requested relating to the Client's account. The Client shall provide to the Company all information reasonably requested by the Company in order to fulfill its obligations under this Agreement. The Client shall report to the Company any material changes in its exposures, loss or other relevant items which are pertinent to the provision of services under this Agreement. The Company may rely on all information provided by the Client and on all decisions made and approvals given by the Client in connection with this Agreement. The Company is under no obligation to verify the accuracy or completeness of the information provided by the Client, and the Company shall have no liability or responsibility for any inaccuracies in the information provided by the Client. The Company may supply information provided by the Client to any insurance company or intermediary or employee as necessary to fulfill its obligations under this Agreement, but will otherwise take reasonable steps to ensure the confidentiality of such information.
- 1.4 Placement of Insurance. The Company is hereby authorized to assist the Client in discussions and transactions with insurance companies, provided that the Company shall not place any insurance coverage on behalf of the Client unless authorized by the Client to do so. The parties acknowledge that the Company sells insurance and that the Client is under no obligation to purchase any insurance through the Company and that the Company does not have the authority to make binding commitments on behalf of any particular insurance company. Upon request, the Company shall provide to the Client additional information about its licensure status and the companies by which it is appointed to sell insurance.
- 1.5 Additional Available Services. The Company may be able to make available to the Client, for an additional negotiated fee, additional services. The Client may consult with the Company if it is in need of additional services.
- 2. <u>Compensation</u>. The Client shall pay to the Company the following negotiated fees, which the parties agree are reasonable in relation to the services to be performed under this Agreement:
 - 2.1 Fees. Company will perform its services on a fee or commission basis. Client shall pay the Company an annual fee of \$32,000.00, payable monthly or quarterly. Client shall remit payment

- to the Company within thirty (30) days of receipt of each such invoice, if applicable. Annual fee will be guaranteed not to increase until November 1st, 2023.
- 2.2 Substantial Changes. In the event that there are significant changes in the Client's operations which materially affect the nature and scope of the Company's obligations under this Agreement, the Company and the Client shall negotiate in good faith an appropriate modification of the fees payable under this Agreement.

3. Term of Agreement.

- 3.1 Duration. The term of this Agreement is from November 1, 2020 through November 1, 2021, no matter the date of execution of this Agreement unless terminated earlier through the termination provision described herein. This Agreement may be extended for up to two (2) additional one-year terms, with the same terms and conditions unless there are Substantial Changes in the Client's operations as stated in Section 2.2. The extension option may be exercised providing satisfactory service is given and all terms and conditions of the Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the Client and the Company.
- 3.2 **Termination**. The Company or the Client may terminate this Agreement without cause at any time upon sixty (60) days written notice. Either party may terminate this Agreement without notice and for cause, which shall include a material breach of this Agreement, including non-payment of fees, gross negligence, or illegal act by the other party. In the event of an early termination of this Agreement, the Company's fee will be deemed earned on a pro-rata basis except when policies of insurance have been substantially negotiated or placed, in which event, the minimum earned fee shall be no less than 50% of annual fee stated in paragraph 2.1.
- 3.3 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of Moffat 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 Moffat County's monies. Notwithstanding any termination, Moffat County shall remain liable for any amounts for prior services provided and not paid.
- 4. <u>Sources of Insurer Compensation</u>. The Company may, whether related or unrelated to the services provided under this Agreement, be compensated from insurance companies in a variety of ways, including the following:
 - 4.1 Contingent Commissions and Other Incentive Payments. Many of the insurers with which the Company places business grant the Company the opportunity to receive contingent commissions or supplemental income. Unlike regular commissions, contingent commissions and supplemental income are not tied to a specific policy, but rather are generally tied to various criteria relating to the overall business the Company places with those insurers, typically measured on an annual basis. These contingent commissions and supplemental income may be based on a number of factors relating to the business placed by the Company with the insurance company, including growth in premium, loss ratios, total written premium, premium volume, retention of business, profitability and/or other criteria. In connection with the placement

of insurance, the Company may also receive compensation from intermediaries, such as wholesalers, other agencies and brokers, or re-insurers. In addition, some insurance companies offer the Company other incentives or payments, such as marketing or administrative support, promotional fees, educational costs, and/or prizes, gifts, or awards (e.g. meals, trips, etc.). In some cases, the Company may enter into relationships with an insurance company whereby the Company provides the insurer with additional services for which the Company receives a fee, such as premium finance contracts, policy or claims administration, or loss control services. In some cases, the Company may own stock in a particular insurance company or reinsurance company.

4.2 Additional Information Available. The Company will disclose to the Client and to Client's attorney, to the extent reasonably possible, the actual or anticipated compensation the Company receives in connection with the issuance or placement of insurance business on behalf of the Client and will provide additional information about the Company's contingency fee and supplemental income arrangements with particular insurance companies at the same time Company recommends an insurance company to Client. In the event the Company recommends an insurance company to Client when the Company receives an incentive or fee from that company, the Company shall disclose that information to Client and Client's attorney on a forthwith basis.

5. Miscellaneous.

- 5.1 Independent Contractor Status. This Agreement is one of an independent contractor relationship and does not constitute any type of employment, partnership, joint venture, or similar undertaking between the Company and Client.
- 5.2 Legal Responsibility. Neither party shall have liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, etc. The Company shall not be responsible for the solvency or claims payments or denials of any insurance company. The Company shall not be responsible for the adequacy or effectiveness of any insurance policies or programs arranged by another broker prior to the retention of the Company. Within four (4) months after being retained by the Client, however, the Company shall review the Client's existing insurance programs and policies and make recommendations to the Client concerning its insurance programs. The Company shall not be liable for any special, consequential, or punitive damages or for any lost profit or other economic loss in connection with, or arising out of, services provided under this Agreement.
- 5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to its conflicts or choice of law principles.
- 5.4 **Entire Agreement**. This Agreement constitutes the entire and complete understanding of the parties with respect to the subject matter contained herein and supersedes all prior oral or written agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or amended only in a writing signed by the parties.
- 5.5 **Compliance with Laws.** The Company shall comply, at its own expense, with all federal, state and local laws, ordinances, resolutions, codes and regulations which are applicable to the performance of the Services hereunder.

- 5.5 **No Waiver**. No failure or delay on the part of any party in exercising any of its rights, powers, or remedies hereunder shall operate as a waiver thereof.
- 5.6 **Assignments**. This Agreement may not be assigned by either party without the prior written consent of the other.
- 5.7 **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been omitted.
- 5.8 **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.
- 5.9 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the Client or the Company on this Agreement and any modification hereto shall be effective for all purposes.

THE TIXTO CHOOT, INC, AIDIA HATO COMI ANIES
By: Justin W Troupe Senior Vice President
Its: Senior Vice President
Print Name:Justin W Troupe
CLIENT: Moffat County, Colorado
By:
Ray Beck, Chairman of the Moffat County of the Board of County Commissioners

COMPANY: THE HAYS GROUP INC. d/b/2 HAYS COMPANIES

OCTOBER 31, 2020 THRU NOVEMBER 30, 2020

		REVENUES					D.T. ODUD O DMENING			
FUND	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	ENDIN BALANG
GENERAL FUND - 01	14 800 411 04									
ROAD & BRIDGE FUND 02	16,790,611.86	25,095.20	403,306.28	8,325.52				-12,746.14	-699,302.19	16,515,290.5
DEPARTMENT OF HUMAN SERVICES - 22	12,995,484.60	2 222 223	518,404.01	222 277	81,411.44	100.00		-4,584.13	-416,604.44	13,174,211.
ACET	0.00	1,451.19	118,600.23	453.34					-252,613.22	1,232,467.
MOFFAT COUNTY LOC MRKT DIST - 31 CONSERVATION TRUST FUND - 11	522,697.01 35,828.51		46,008.32 116,755.00						-20,788.23	547,917.
MOFFAT COUNTY PUBLIC HEALTH - 25	384,982.00	518.28	17,853.00			151 54		-1,167.55		151,415.9
LANDFILL - 04	958,868.17		54,850.48			151.54			-44,968.96	
POST CLOSURE - LANDFILL	218,000.00		54,050.40					-547.17	-40,002.18	
PSC - JAIL FUND 21	1,170,912.45		118,935.00							218,000.0
COUNTY HEALTH & WELFARE - 14	2,606,152.06		345,507.07						-219,898.37	
MEMORIAL REGIONAL HEALTH	1,092.94	3,887.11	2.12.122.132.1	1,305.49			-1,092.94		-258,382.16	2,693,276.9
WARRANT FUND - COUNTY - 10	290,522.66			-,		2 235 931 05	-1,674,482.64			5,192.6
SHADOW MTN LOCAL IMPROVE DIST - 30	174,157.88					2,233,031.33	-1,074,402.04		-9,864.46	851,871.9
AIRPORT FUND - 06	161,122.87		16,388.04					-158.75	-5,006.99	164,293.4
PUBLIC LIBRARY - 12	299,489.42		601.19	418.76				-26.95	-22,203.34	172,345.1
COLO NORTHWEST COMM COLLEGE	10,051.42	3,889.18		1,319.75	10,222.45		-10,051.42	-52.09	-22,203.34	278,279.0 15,379.2
M C SCHOOLS RE#1 - GENERAL	94,410.94	33,438.79		11,314.20	106,828.36		-94,410.94	-160.22		
CAPITAL PROJECTS FUND - 08	4,447,051.85		166,421.45		200,000,00		-34,410.34	-160.22	-132,875.06	151,421.1 4,480,598.2
PUBLIC SAFETY CENTER - CAP PROJ 1	532.63		.06						-132,075.00	532.6
NC TELECOM ESCROW ACCOUNT	285,527.46		39.88						-708.53	284,858.8
SUNSET #1 SECURITY DEPOSIT -27	15,996.12								-700.55	15,996.1
SUNSET MEADOWS #1 - 27	467,006.68		34,275.24						-24,660.40	476,621.5
SUNSET MEADOWS #2 - 28	353,496.97		37,735.77						-88,029.89	303,202.85
SENIOR CITIZENS CENTER - 15	121,163.41		2,212.93						-16,217.40	107,158.9
SUNSET #2 SECURITY DEPOSIT - 28	14,870.45		680.00						-332.02	15,218.4
JAIL LEASE PURCHASE FUND -17	0.00					39,337.13			-39,337.13	0.00
SCHOOLS RE#1 - BOND	2,028.46	7,209.14		2,396.70			-2,028.46			9,605.84
CITY OF CRAIG	25,472.11	9,154.39		12.94	10,514.92		-25,472.11	-177.39		19,504.86
TOWN OF DINOSAUR	844.50	1,728.34			212.68		-844.50	-33.45		1,907.5
CAPITAL FUND - CITY OF CRAIG	1,425.75	1,077.25		1.52	1,237.34		-1,425.75	-20.87		2,295.24
ARTESIA FIRE PROTECTION DISTRICT	395.65	824.01			268.30		-395.65	-39.06		1,053.2
CRAIG RURAL FIRE PROTECTION DIST	7,915.92	3,460.83		1,541.32	8,163.37		-7,915.92	-217.96		12,947.5
MAYBELL IRRIGATION	10,326.86				167.49					10,494.35
MAYBELL SANITATION - 13	92,880.50	22272	807.97					-8.08	-4,764.39	88,916.00
COLO. RIVER WATER CONSERVATION	783.46	303.13		109.13	800.23		-783.46	-18.28		1,194.21
YELLOW JACKET CONSERVANCY DIST.	39.42	1.46			44.93		-39.42	07		46.32
MUSEUM OF NORTHWEST COLORADO - 29 POTHOOK WATER DISTRICT	40.39	205.45								40.39
MOFFAT COUNTY TOURISM -LODGING 19	100,527.49	205.45						-9.73		199.80
INTERNAL SER FUND-CENTRAL-DUP 16	92,812.31		39,484.42						-8,123.73	131,888.18
JUNIPER WATER CONSERVANCY DIST.	37,897.83								-595.06	93,340.28
HIGH SAVERY WATER DISTRICT	0.00	25.20	1.33					01		37,899.15
UPPER YAMPA WATER CONSERVANCY	2,337.27	34.98	360.00		2 542 02					385.20
911 FUND - 07	362,034.29	34.20	5,033.63		2,642.81		-2,337.27	-1.66		2,676.13
ADVANCE TAXES - REAL ESTATE	430.00		35,480.98						-9,479.60	357,588.32
ADVANCED TAXES - 2012	0.00		35,400.50							35,910.98
ADVANCE TAXES - MOBILE HOMES	0.00		150.00							0.00
COUNTY CLERK'S COLLECTION	334,603.89		291,832.27				-369,313.10			150.00
CHECK CHANGE ACCOUNT	0.00		1,396.45				-1,396.45			257,123.06
INDIVIDUAL REDEMPTION ACCOUNT	576.02		1,416.39				-1,396.45			0.00
PAYROLL EFT TAX PAYMENTS	0.00		273,118.84				-273,118.84			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00		epochacteriana (1858)				273,110.04			
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		222,514.32				-222,514.32			0.00
COUNTY SALES & LEASES	589.36		278.39							867.75
MOTOR VEHICLE REGIST.	6,779.78		6,217.25							12,997.03
2018 TREASURERS TAX DEED	6,519.08		24.45							6,543.53
2017 TREASURERS TAX DEED	594.73									
2010 TREASURER'S TAX DEED	3,652.74		255.28				-240.00			594.73 3,668.02
GRAND TOTALS	44,876,117.85	92,303.93	2,878,068.95	27,198.67	222 514 32	2,275,420.62	2 600 000 60	10 000 00	-2,314,757.75	45,347,041,43

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 30th Day of November 2020.

Linda Peters, Moffat County Treasurer

Examined by Roard of the Moffat County Commissions

AMENDMENT TO CLINIC AND WELLNESS SERVICES AGREEMENT

THIS Amendment to Clinic and Wellness Services Agreement ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Yampa Valley Medical Center d/b/a UC Health Yampa Valley Medical Center ("YVMC").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Effective Date of this Amendment.</u> The effective date of this Amendment is January 10, 2021, no matter the date it is signed by the parties.
- 2. <u>Identification of Original Agreement.</u> BOCC and YVMC entered into a written agreement dated August 6, 2019, entitled "Clinic and Wellness Services Agreement" (the "Agreement") concerning the provision of certain outpatient health and wellness services and an on-site wellness clinic to elected officials, employees, and other eligible individuals. Said Agreement is incorporated herein by reference. Except as amended herein, this Agreement.
- 3. <u>Amendments.</u> BOCC and YVMC now desire to amend the Agreement and the prior amendments thereto, if any, as follows:
 - a. The term of this Agreement is lengthened in 2021 so that the Agreement shall continue through December 31, 2021, after which it may be renewed for an additional two (2) year period as set forth in Section 3A of the Agreement.
 - b. Section 2B of the Agreement is amended so that the total compensation for Clinic Services and Wellness Services in 2020 shall be Two Hundred Seventy-Two Thousand Eight Hundred Eighty-Eight Dollars (\$272,888.00).
 - c. The amount to be expended pursuant to this Amendment in Section 2 of the Agreement shall increase by \$1,750.00 per week to pay for an additional day per week for the provision of services by YVMC, the year 2021. This amount shall be in additional payment of \$89,250.000 (51 weeks x \$1,750.00) for Thousand Eight Hundred Eighty-Eight Dollars (\$272,888.00) for 2021, so the total annual compensation paid by BOCC to YVMC for 2021 shall be Three Hundred Sixty-Two Thousand One Hundred Thirty Eight Dollars (\$362,138.00).
 - d. The Hours of Clinic Services set forth in Exhibit A2 of the Agreement shall increase to thirty-two (32) hours per week beginning on January 10, 2021.
- 4. Effect. All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

IN WITNESS WHEREOR IL- DOGG -- LVID (C)

	IN WITNESS WHEREOF, the BOCC and YVMC have set their hands and seals.			
	BOARD OF COUNTY COMMISS MOFFAT COUNTY, COLORADO	IONERS	ATTEST:	
Ву:	Ray Beck, Chair	Date:	Erin Miller, Deputy Clerk to the Board	
D	YAMPA VALLEY MEDICAL CENTER, d/b/a UC HEALTH:			
Ву:	Soniya Fidler, President			



December 15, 2020

Tammy Raschke Moffat County Clerk and Recorder 221 W. Victory Way Craig, CO 81625

Dear Clerk Raschke:

On behalf of the Electronic Recording Technology Board, we are pleased to inform you that your county has been awarded a grant in the amount of \$35,343.40 from the Electronic Recording Technology Fund.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which the County agrees by accepting the Grant Funds.

Once you have reviewed the Grant Award Letter, please sign both copies, include an invoice for the grant amount and mail them back to:

Electronic Recording Technology Board c/o Colorado Department of State ATTN: Cashier's Office 1700 Broadway Suite 200 Denver, CO 80290

You will then be contacted regarding the process of receiving the grant funds.

If you have questions regarding this Grant, please contact: Executive Director Michelle Batey at 303-356-2174 or by email ertbexecutivedirector@gmail.com.

Sincerely,

Gary Zimmerman, Treasurer Electronic Recording Technology Board

GRANT AWARD LETTER SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency	Grant Amount
Electronic Recording Technology Board,	State Fiscal Year 2020-2021: \$35,343.40
Colorado Department of State	Total Grant Amount for all State Fiscal Years: \$35,343.40
Grantee	
Board of County Commissioners of Moffat County	Total Grant Amount will be disbursed upon full execution of this Grant Award Letter.
Grant Issuance Date	
The later of December 15, 2020 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date	
June 30, 2022	
Grant Authority	
§§ 24-21-401 et seq., C.R.S., particularly § 24-21-404, C.R.S.	

Grant Purpose

By statute, Grant Funds are awarded to establish, maintain, improve, or replace a County's electronic filing system. The purpose of this grant is described more fully in the County's grant application (Exhibit A, Statement of Work).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- 1. The provisions of the other sections of the main body of this Grant.
- 2. Exhibit A, Statement of Work.

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO Jared Polis, Governor Jena Griswold, Secretary of State Electronic Recording Technology Board (ERTB)	MOFFAT COUNTY Board of County Commissioners of Moffat County	
By: Gary Zimmerman, Treasurer	By:	
Date:	Date:	
In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD		
By:		

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State. less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- B. "CORA" means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.
- C. "Grant Award Letter" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- D. "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- E. "Grant Expiration Date" means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- F. "Grant Issuance Date" means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- G. "Exhibits" exhibits and attachments included with this Grant as shown on the first page of this Grant
- H. "Extension Term" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- I. "Goods" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- J. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- K. "Initial Term" means the time period between the Grant Issuance Date and the Grant Expiration Date.
- L. "Party" means the State or Grantee, and "Parties" means both the State and Grantee.
- M. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- N. "Services" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- O. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- P. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- Q. "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- R. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- S. "Subcontractor" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.
- T. "Work" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- U. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred after the Grant Expiration Date.

B. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5B, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall maintain records that provide a complete audit trail of funds received and expended, and Grantee shall cooperate and participate in any audits conducted under authority of the Electronic Recording Technology Board or the Colorado State Auditor.

Grantee shall maintain an accounting system and financial records that accurately account for the receipt and disbursement of Grant Funds. For this purpose, Grantee may use either general ledger fund accounting that tracks Grant Funds separately from other county funds or use a tracking spreadsheet. All payments and expenditures must be tracked. Each expenditure must be classified by budget category, such as Personnel, Supplies and Operating, Travel, Equipment, and Professional Services. All financial records must be supported by source documentation (such as invoices, time sheets, etc.).

In addition, Grantee shall provide proof of purchase by a signed contract for any new purchase. Contracts may be emailed to ERTB.Grants@sos.state.co.us.

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish,

copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee and its Subcontractors shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

15. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of

digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. [Reserved]

L. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

EXHIBIT A, STATEMENT OF WORK (GRANT APPLICATION)



Clerk & Recorder

Tammy Raschke, Clerk & Recorder

November 16, 2020

To: Electronic Recording Technology Board

Re: Moffat County Grant Application

Dear Board Members,

The Moffat County Clerk & Recorder's Office respectfully requests grant funding for our annual recording system software and maintenance, WEB housing access and storage, and continued importation and indexing additional books and documents. Our grant application is in the amount of \$35,343.40.

Moffat County does not collect sufficient funds to cover recording systems and expanding features. This grant opportunity is extremely helpful and we are grateful for the support.

Thank you in advance for your consideration, and if you have any questions feel free to contact me at traschke@moffatcounty.net or by phone at 970-824-9116.

Best Regards,

Tammy Raschke

Moffat County Clerk & Recorder

temmij Raschke

Electronic Recording Technology Fund Grant Application Form

General Information

County Name Moffat County

County Clerk & Recorder Name Tammy Raschke

Phone (970) 824-9116 Email traschke@moffatcounty.net

Alternant contact Debbie Winder

Phone (970) 824-9119 Email dwinder@moffatcounty.net

Mailing Address 221 W. Victory Way

City Craig

State CO

Zip 81625

County Tier V

County budget cycle (calendar, fiscal) including dates

January 1 to December 31 (Calendar)

How many recordings do you do in a year?

3808

How much do you collect of the \$1 Recording Technology Fee in an average year (over the last three years)?

\$3427.00

How much money is in your technology fund? \$1,852.00

Recording Equipment Information

Is your county currently recording documents XX Electronically XX Manually

What is the age of your current software? Last updated in 2020

What is the age of the equipment (hardware) for which you are applying? Last updated in 2018 What is the expected life of the software and hardware? Expect to be replace in 2023

What is the condition of your current software? Good and Current with Technologies.

What is the condition of the equipment (hardware) for which you are applying? Good and being maintained annually.

Who is your current vendor? LEDS, LLC

What product and version do you currently use? Cash Tendering, eRecording, Recording, Web Hosting, and Document Management

What is your current annual payment to your vendor and how is it calculated?

2020 Annual payments were \$15,538.00 Calculation basis on base recording fees and amount of data storage. Web Hosting and storage annual payment are \$11,232.00

How and what kind of hosting is done with any parts of your recording system?

Local equipment with county IT managing and maintaining. Both local and remote hosting is used for the recording documents, remote is used for 24/7 document searching. Internet Services are hosted off-site, including backup.

What is the term of your contract (dates) with your current vendor? Current contract is through 2023, with LEDS, LLC.

What percentage of your documents have been digitized? 99%
What percentage of your documents have been indexed? 93%
What will the percentage be if this grant application is approved? 99%

What percentage of your documents are accessible on-line? 90% What will the percentage be if this grant application is approved? 99%

Grant Information

Amount of grant request (no funding requests past the ERT Fund expiration on June 30, 2022). \$35,343.40

What do you want to use the grant money for? Since the County does not collect sufficient funds to fund the 2021 recording system maintenance, Document Management System and the annual WEB Hosting services, the grant funds will be used to fund the 2021 annual maintenance fees and continue importing and indexing additional books and documents including document auditing and verification.

Breakout the expenses and include bids, invoice or proposal with your request. See Attachment A

How do you plan to segregate grant funds from county funds?

The County plans on creating a separate fund similar to the eRecording Surcharge Fee's currently being used.

Will any monies from your technology fund (cited in the application above) be used for the purpose(s) contained in the grant request? If yes, how much? \$852.00

If no, explain the plans for the use of your technology fund.

What specifically do you want to purchase (if equipment)? No equipment Is being requested

If the grant is for temporary staff, what specific project will the staff be working on? (Please attach a Statement of Work).

No temporary staff.

Will this be (or was this) a competitive bid process (RFP) or an upgrade to an existing system?

The county IT Department currently provides hardware competitive bids for hardware purchases through bids processed per current purchasing policies.

Will the grant award increase your annual maintenance costs? NO If so, do you have a long-term plan to budget for the increase? N/A

Why are you applying for grant funds?

Since the County does not collect sufficient funds to fund the 2021 recording system maintenance, Document Management System and the annual WEB Hosting services, the grant funds will be used to fund the 2021 annual maintenance fees and continue importing and indexing additional books and documents including document auditing and verification.

Describe how the funds will be used to achieve the stated business purpose and core goals.

A) To assure the security, accuracy and preservation of public records

All digitized records will be houses in multiple locations

- B) To maintain the privacy of personal identifying information, on line access. Will comply too all existing rules.
- C) To assure that the sequence in which documents are received by a clerk are accurately reflected to the greatest extent practicable

YES

- D) Funds will provide for online public access to public records
 YES, Through the iCounty Online search services
- E) Assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records.

YES

With my signature below, I do hereby certify that I have read, understand, and support the above application for grant funds through the Electronic Recording Technology Board.

Signature of County Clerk & Recorder

11/16/2020

Moffat County Colorado Attachment A of the Electronic Recording Technology Board Grant Application 12/2020

 The county would like to request funds for helping to offset the annual 2021 recording maintenance and web hosting public access services. The county has identified additional Books and Documents that have been digitized but was not include in previous grant for indexing and redacting documents. These documents and land records will need to be added to our local and remote Web Hosted Public Access equipment.

2. Project Cost Summary

a)	Total cost projected	\$ 36,195.40
b)	Clerk Surcharge fee contribution	-\$ 852.00
c)	Grant funds requested is	\$ 35,343.40

3. Detail Pricing

a) b)	2021 Recording System maintenance and Licenses WEB Hosting Access and Storage for 2021	\$ 15,538.00 \$ 11,232.00
	Additional Documents and redacting recently located Sub Total	\$ 9,425.40 \$ 36,195.40

4. Grant Core Goals

- a. County does not collect sufficient funds to cover recording systems and expand features.
- Moffat County meets the sequencing of documents between paper and electronic to ensure that documents are received and processed in accordance with best practices and statutes.
- c. The County system provides Web Hosting of off-site public document access and maintains backup of local recording files.
- d. The County will continue to provide security and accuracy of public records.
- e. The clerk's office provides electronic eRecordings submission with multiple submitters. Additional submitters can be added at no cost to the County if new ones request to submit.
- f. The County plans on providing annual funding for the core recording system maintenance.
- g. The current recording systems and procedures are in place to provide redactions of documents as needed to meet the public access requirements.



3957 N Lazy K Dr., # 11 Castle Rock, CO 80104

November 2, 2021

Moffat County Clerk and Recorder Tammy Raschke 221 W. Victory Way Craig, CO 81625

Dear Tammy,

The estimated Recording System maintenance and support, and Web Hosting and Storage fee for the Public Access site is expected to be \$15,538.00 and \$11,232 = \$26,770 for 2021.

Please feel free to contact me if you have any questions, comment or concerns.

Sincerely,

John L. Paulsen John L. Paulsen LEDS, LLC

> Voice: 303-814-9043 FAX: 303-814-9045 E-Mail: leds@leds.org



November 12, 2020

Re:

State of Colorado Electronic Technology Fund

Letter of Support of Grant Application

To Whom It May Concern:

This letter is written in support of the Moffat County Clerk and Recorder's ongoing efforts to complete the digitization of the real estate records and reception books. These records are digitized and indexed and are uploaded to ICounty, where access is readily available.

Many years of records have already been digitized and are currently available through ICounty document search. However, many more records are yet to be scanned and digitized. Those records require a manual search which is time consuming. Access to these records is needed after business hours and by having the remaining records digitized, would greatly benefit many offices and other entities needing access on a regular basis.

Digitizing these records also eliminates the risk of loss in the event of fire, theft, or vandalism. All of these records are irreplaceable and can never be duplicated in the event of loss. The importance of digitizing the records has never been more apparent.

The Moffat County Board of County Commissioners wishes for your favorable consideration of the Moffat County Clerk and Recorder's Office grant application to the State of Colorado Electronic Technology Fund to advance this most important project.

Should you have any questions or concerns, please feel free to contact our offices.

Thank you for your consideration.

Sincerely,

Ray Beck

Vice Chair, Moffat County Board of County Commissioners

cc:

Tammy Raschke, Moffat County Clerk and Recorder

DC/sm



Ref: Moffat County Clerk and Recorders - Record Digitizing Project

To: Tammy Raschke,

I fully support the continuation of the real estate recording project. The employees of the Treasurers office utilize these records on a daily basis and it is a great asset not only to our office but to the public as well.

To be able to complete this process to its finish would make these historic and important records available to our office, the public and even to online users.

We defiantly endorse this project.

If you need any other documentation, or if you would like to talk to me about my passion for this project. Please feel free to call anytime.

Thank you.

Robert Razzano **Moffat County** Deputy Treasurer / Public Trustee

970-8124-9127

Robert Razzana

MOFFAT COUNTY Assessor

November 12, 2020

Re: State of Colorado Electronic Technology Fund

Letter of Support for Grant

To whom it may concern,

This letter is written in support of the Moffat County Clerk and Recorder's ongoing efforts to complete the digitation of their real estate records and reception books. The Assessor's office relies heavily on these documents and requires access to them daily. Many years of these records have already been digitized and are currently accessible via the ICounty document search. However, those records that have not been digitized require a manual search which is both time consuming and inconvenient, especially at times when their office is closed or when access is required after general business hours. By having these remaining records and books digitized would greatly benefit our office and those other entities needing access to them on a regular basis.

Aside from the quick and convenient research by having these remaining records digitized, a more significant reason is that these non-digitized documents are at significant risk in the event of a fire, theft or vandalism. All of which, are irreplaceable and can never be duplicated again.

The Assessor's Office respectfully requests your favorable consideration for the Moffat County Clerk & Recorders grant application for funds from the State of Colorado Electronic Technology Fund to complete this vital project. By having all real estate records and reception books digitized it will be not only an asset for our office but it will insure they will be preserved for future generations.

Sincerely.

Chuck Cobb

Moffat County Assessor

COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION	FISCAL YEAR 2021	COLORADO
STATEMENT OF GRANT AWARD	Moffat County	COURTS

STATEMENT OF GRANT AWARD)	MOFFAT COUNTY	OURT
RECIPIENT NAM	F AND ADDRESS	AWARD NUMBER	
NECIFICIO IVAIVI	LAND ADDRESS	AVAILENTIALER	
Roy Tipton Director of Development S Moffat County 221 W. Victory Way Craig, CO 81625	Services	21 JRNAA UNDR 05	
AWARD DATE:	December 3, 2020	AMOUNT REQUESTED:	\$134,400
AWARD END DATE:	December 31, 2021	AMOUNT AWARDED:	\$134,400
GRANT TYPE: Matching	Master Planning	TOTAL PROJECT COST:	\$336,000
PRORATED REIMBURSEMENT	AMOUNT: N/A		
GRANT REQUEST			
Moffat County is awarded judicial operations.	master planning funds to	continue the process of developing n	ew facilities for
STATUTORY AUTHORITY FOR 1	THE GRANT		
Section 13-1-301, Colorad	o Revised Statutes		
GRANT CONDITIONS			
The above grant award is Rules and the Conditions	12.02.0	onditions or limitations as are set fort	h in 2021 Grant
JUDICIAL DE	PARTMENT	GRANTEE ACCEPTANCE	
Steven Vasconcellos State Court Administrator Colorado Judicial Departn		Name: Position: Ray Beck: Board of County Commission County:	ers Chair: Moffat County
SIGNATURE OF APPROVING O	FFICIAL	SIGNATURE OF AUTHORIZED RECIPIENT	
DATE		DATE	

COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION	Fiscal Year 2021	COTORION
CONDITIONS OF GRANT AWARD	PAGE 1	COURTS

- This award shall not be effective or enforceable until the Statement of Grant Award is approved and signed by an authorized signatory of recipient and the State Court Administrator (the "Effective Date").
- The recipient shall use the funds provided under this award to complete the work detailed in recipient's Underfunded Courthouse Facilities Commission Grant Application, attached hereto as Exhibit A, on or before the Award End Date.
- 3. The Judicial Department shall not be liable to pay or reimburse recipient for any performance hereunder, including, but not limited to costs or expenses incurred, prior to the Effective Date or after the Award End Date.
- 4. The recipient may request an extension of the Award End Date by submitting a request in writing to the Judicial Department outlining good cause for the extension. The Judicial Department may, in its sole discretion after consultation with the Underfunded Courthouse Facility Commission, grant an extension to the Award End Date. The Judicial Department shall provide timely written notice of its decision to grant or deny the extension request to the recipient.
- 5. Funds provided under this award shall be used only for eligible costs identified in Exhibit A and in accord with C.R.S. section 13-1-301, et seq. Failure to use funds for eligible expenses or in compliance with the intent of the Underfunded Courthouse Facility Fund may result in revocation of the award, termination of this grant agreement, and return of funds.
- 6. The maximum amount payable to recipient pursuant to this award is limited to the Amount Awarded as indicated on the Statement of Grant Award to which these conditions are attached.
- 7. The recipient shall provide county contribution funds as provided in Exhibit A. The recipient agrees that such county contribution funds are available as of the Award Date to be used for the activities of this award.
- 8. The recipient agrees to provide reimbursement requests for eligible expenses incurred at a frequency to be determined by the recipient, but not more than once per month. Such request shall be submitted using the Reimbursement Request Form attached to the Statement of Grant Award attached hereto as Exhibit B Reimbursement requests must be supported by pertinent purchasing documentation and accompanied by proof that services have been performed. The Judicial Department shall make payment within 30 days after receipt of valid reimbursement requests from recipient.
- The recipient agrees to provide programmatic narrative reports detailing the progress of the projects funded by the award, specific project milestones met or deliverables provided, and estimated or actual timeframes for completion of remaining milestones or deliverables as requested by the Judicial Department.
- 10. Onsite monitoring by the Judicial Department may occur during the Award Period. Onsite monitoring shall include but not be limited to, review of financial records and payroll documents, site visits, and inspection of final work product and/or completed services. The recipient agrees to provide the Judicial Department access to all records, information, and physical locations necessary for the Judicial

COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION	FISCAL YEAR 2021	COLORADO
CONDITIONS OF GRANT AWARD	Page 2	COURTS

Department to perform onsite monitoring. The Judicial Department shall provide the recipient advance notice of onsite monitoring visits.

- 11. The recipient shall make, keep, maintain, and allow inspection and monitoring by the Judicial Department of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the work performed under this award. The recipient shall maintain such records for a period of seven years after the Award End Date.
- 12. The Judicial Department shall have the right to inspect the recipient's performance at all reasonable times and places during the Award Period. The recipient shall permit the Judicial Department and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this award, to audit, inspect, examine, excerpt, copy and/or transcribe the recipient's records related to this award to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Judicial Department shall not unduly interfere with the recipient's performance hereunder.
- 13. At the Judicial Department's sole discretion, payments made to county in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by county, may be recovered from county by deduction from subsequent payments under this Grant or other grants or agreements between the Judicial Department and recipient or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.
- 14. The recipient and the Judicial Department shall treat the confidential information of each other with the same degree of care and protection they afford to their own confidential information and shall notify the other party immediately if they receive a request or demand from a third party for records or information of the other party.
- 15. The recipient understands and agrees that funding provided under this award may not be used for any advocacy related services in connection with or related to any current or future ballot measure campaign.
- 16. If the courthouse facility is listed on the State Register of Historic Properties, Pursuant to Section 24-80.1-104, C.R.S., prior to performing any work on the project funded by this award, recipient agrees to submit the project to the Colorado State Historical Society (the "Society") for review and comment. Comments made by the Society which include specific recommendations to prohibit or alter all or some aspects of the project shall be implemented by recipient, subject to the following:
 - a. If the recipient rejects some or all of the comments of the Society relative to the project, recipient shall be afforded a period of thirty days during which to negotiate a satisfactory agreement with the Society.
 - b. If no agreement is reached or if any party to any such agreement is dissatisfied therewith, an appeal may be made to the Underfunded Facilities Commission, whose decision shall be final.
- 17. The recipient certifies that funds provided by the Judicial Department under this award will not be used to supplant local funds.

COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION	FISCAL YEAR 2021	COLORADO
CONDITIONS OF GRANT AWARD	PAGE 3	COURTS

- 18. The recipient shall comply with the letter and spirit of all applicable federal, state, and local laws and regulations related to the performance of this award, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices.
- 19. The recipient assures that open, competitive procurement procedures will be followed for all purchases under this award. The recipient shall provide documentation of the competitive procurement procedure followed for any purchase under this award to the Judicial Department upon the Judicial Department's request.
- 20. This award shall not be deemed or construed to create a partnership or joint venture between the recipient and the Judicial Department. All persons employed by the recipient or recipient's subgrantees shall be considered employees of the recipient or the recipient's subgrantees and shall not be employees of the Judicial Department for any purpose as a result of this award. For purposes of this provision, subgrantees means third-parties, if any, engaged by the recipient to aid in performance of its obligations under this award. The Judicial Department assumes no ownership or liability for any county courthouse or county facility that is the subject of funding under this grant award.
- 21. The recipient warrants that it possesses the legal authority to enter into this grant award and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize the signatory signing the Grant Award Notice to execute this grant award and to bind the recipient to its terms. If requested by the Judicial Department, the recipient shall provide the Judicial Department with proof of the recipient's authority to enter into this grant award within 15 days of receiving such request.
- 22. The recipient shall maintain at all times during the term of this award such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended (the "CGIA"). The recipient shall show proof of such insurance satisfactory to the Judicial Department, if requested by the Judicial Department.
- 23. The recipient shall require each contract with subgrantees, other than those that are public entities within the meaning of the CGIA, providing goods or services in connection with this award to include insurance requirements substantially similar to the following:
 - a. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of subgrantee's employees acting within the course and scope of their employment.
 - b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION	FISCAL YEAR 2021	COLORADO
CONDITIONS OF GRANT AWARD	Page 4	COURTS

- c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- d. The recipient and the Judicial Department shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies.
- e. Coverage required by this terms shall be primary over any insurance or self-insurance program carried by the Judicial Department.
- f. The recipient shall require all insurance policies in any way related to this award and secured and maintained by the recipient's subgrantees to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the Judicial Department, its agencies, institutions, organizations, officers, agents, employees and volunteers.

For purposes of this provision, subgrantees means third-parties, if any, engaged by the recipient to aid in performance of its obligations under this award.

- 24. If the recipient fails to comply with the terms and conditions of this award, the Judicial Department may (i) terminate or revoke this award in whole or in part; (ii) suspend the recipient's performance with respect to all or any portion of this award pending necessary corrective action as specified by the Judicial Department, during which period of suspension the Judicial Department shall not be liable to reimburse the recipient for costs incurred; (iii) withhold payment to the recipient until corrections in the recipient's performance are satisfactorily made and completed; (iv) demand removal of any of the recipient's subgrantees whom the Judicial Department deems incompetent, careless, insubordinate, unsuitable, or other unacceptable, or whose continued relation to this award is deemed to be contrary to the public interest; and (v) pursue any other remedy available by law, including requiring the return of improperly expended funds.
- 25. If, within a 10-year period beginning on the Effective Date, the facilities to be improved using funds provided under this award cease to be used for the same purposes as identified in Exhibit A, the Judicial Department may, at its sole discretion, recover from the recipient any or all funds provided under this award by deduction from subsequent payments under this Grant or other grants or agreements between the Judicial Department and recipient or by other appropriate methods and collected as a debt due to the State.
- 26. In the event that funding for any activity established by this award is discontinued or decreased by the State of Colorado, the Judicial Department may terminate this award or reduce its scope without penalty effective immediately upon receipt of notice of such termination or reduction. In the event of such termination or reduction, the recipient shall be compensated for the value of services actually and satisfactorily performed, if any, prior to the effective date of the termination or reduction.
- 27. The construction, interpretation and performance of this award shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this award shall be brought exclusively in the state courts of Colorado.
- 28. Enforcement of all rights and obligations hereunder are reserved solely to the Judicial Department and recipient. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.

COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION FISCAL YEAR 2021 GRANT APPLICATION

APPLICATIONS DUE: OCTOBER 23, 2020



1. Applicant						
County:		Address:	221 W. Victory Way			
	Moffat County	City:	Craig			
		Zip Code:	81625			
Grant Appli	cant Contacts:					
County Administrator		Judicial Dis	trict Representative			
Name:	Roy Tipton	Name:	Peggy Gentles			
Title:	Director Development Services	Title:	Court Executive			
Phone:	970-824-9160	Phone:	970-870-22234			
E mail:	rtipton@moffatcounty.net	E mail:	Peggy.gentles@judicial.state.co.usx			

2. Project Type	
	Master Planning: Projects involve entering into contracts for professional design services or engineering consulting to determine construction or remodeling options, feasibility, or cost estimates for the proposed courthouse project. Master planning does not include creation of or drafting of construction documents.
	Matching Funds: Projects involve seeking funds to provide for required matching funds for, or leveraging alternative grant program awarded funds. Matching funds shall be awarded to provide funds required by the awarding entity.

3. Grant R	Request		
	\$	134,400	Grant Request
	\$	201,600	Funds Contributed by Applicant
	\$		Funds received from other source towards project
	\$	\$336,000	Total Cost

Provide information if you are seeking funds from an alternative source and are requesting Underfunded Courthouse Facility grant funds as matching funds. Attach supporting documentation as necessary to provide the Commission with sufficient information regarding the total project costs and funding associated with this application.

COLORADO JUDICIAL DEPARTMENT	
Underfunded Courthouse Facility Commission	
FISCAL YEAR 2021	
GRANT APPLICATION	

APPLICATIONS DUE: OCTOBER 23, 2020



4. Project Description

Provide a detailed description of the project. This section demonstrates the appropriateness of the project and the steps necessary to complete the project. Review the Underfunded Courthouse Facility Commission Grant Rules to ensure that the proposed project meets the intent and purpose of the program.

The Commission is very interested in exhibits and other attachments to aid in the review and selection of grant applications. Provide additional supporting documentation, photos, professional services reports, etc., that can be used by the Commission during the review process.

Moffat County was awarded a grant from the Underfunded Courthouse Facility Commission last year in the amount of \$80,000. Along with that grant the County contributed \$20,000 and was awarded another \$20,000 from DOLA to conduct an assessment and programming study of the existing facility and a vacant Kmart building in town that could also be remodeled to accommodate County needs. An RFP was issued January 31 of 2020 and a contract was awarded on March 5, 2020 to Treanor HL.

Based on the results of that study the County is moving toward purchase of the Kmart Building and planning to remodel it into a new Courthouse facility. This project is to move to the next stage of planning and design. Work includes architectural, Mechanical Electrical, and plumbing, security, technology, and civil schematic design and development.

Total cost of this phase is estimated at \$336,000 split 60% between County Department Office space and 40% Judicial space. With this allocation of funds Moffat County will be responsible for funding \$201,600 for its office space and we are asking for \$134,400 from the Under Funded Courthouse Facility Commission for spaces that would be occupied by the 14th Judicial District.

The overall construction project is supported by a .75 cents sales tax approved by voters in 1997 that can only be used on capital projects. The tax has been dedicated to pay for the Certificates of Participation on the Public Safety Center that was built in 2000. Those bonds mature in 2023 and 2025. New Certificates would be acquired to payoff the existing as well as finance new construction. The Sales tax can support a construction budget of \$18,760,710. The purchase of the building is utilizing funds dedicated to capital projects.

The study that was conducted by TreanorHL is attached for review.

5. Project Timeline

Create a list with key project milestones with corresponding month and year showing how the project will be completed.

7.00.00		Date	Activity	
---------	--	------	----------	--

COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION	Applications Due: October 23, 2020	COLORADO
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GRANT APPLICATION		OURT

December 15,2020	Engage Treanor HL and begin Schematic Design	
January 31, 2021	Preliminary Design Complete	
February 15, 2021	Design complete	

COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION	APPLICATIONS DUE: OCTOBER 23, 2020	COLORADO
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GRANT APPLICATION		OUR

6. Acknowledgement

In accordance with Section 13-3-105 (2), C.R.S., grants from the fund may only be awarded to a county when: (I) The county has demonstrated good faith in attempting to resolve the issues before seeking a grant from the fund. Describe the actions taken by the county to resolve the issues causing the application for grant funds.

The County is looking all options on how to better serve the community and court system. Options in the existing building as configured are extremely limited. The cost to improve the existing building is double the cost to acquire and remodel the Kmart building. Moffat County is a coal impacted community with very limited resources the only way forward is with help from additional sources of funding.

In accordance with Section 13-3-105 (2), C.R.S., grants from the fund may only be awarded to a county when: (II) The county has agreed to disclose pertinent financial statements to the Commission or the State Court Administrator for review. Provide the contact information for the county official responsible for providing this information.

Mindy Curtis	970-824-9106
Finance director	
Name & Title	Phone

7. Financial Information	
Provide the financial information for the county based on Calend	lar Year 2019 year-end totals.
Total Budget Expenditures (General Fund + All Special Funds)	\$37,123,065
General Fund Expenditures	\$11,390,938
General Fund Balance	\$9,968,772
General Fund Balance (Uncommitted)	\$5,296,323

COLORADO JUDICIAL DEPARTMENT
Underfunded Courthouse Facility Commission
FISCAL YEAR 2021

GRANT APPLICATION

APPLICATIONS DUE: OCTOBER 23, 2020



8. Application Approval	
MM. Minde	October 20, 2020
Chief Judge	Date
Ray Beck	10/20/2020
A	
Board of County Commissioners Chair	
Board of County Commissioners	Date

The Commission is scheduled to meet on <u>December 3, 2020</u> to review the applications. Applicants will be afforded time to present their application to the Commission on the morning of <u>December 3, 2020</u>. Presentations need not be made in person. Please contact Marty Galvin marty.galvin@judicial.state.co.us to schedule your presentation.

Submit one (1) complete hard copy and one (1) complete electronic copy via disc or flash drive along with attachments and supporting documentation to the following:

Underfunded Courthouse Facility Commission
Office of the State Court Administrator
1300 Broadway, Suite 1200
Denver, CO 80203

Application Due: October 23, 2020

5:00 pm

COLORADO JUDICIAL DEPARTMENT		COLORADO
Underfunded Courthouse Facility Commission	FISCAL YEAR 2021	
REIMBURSEMENT REQUEST	MOFFAT COUNTY	COURTS

RECIPIENT NAM	E AND ADDRESS	AWARD N	IUMBER
Roy Tipton Director, Development Se Moffat County 221 West Victory Way Craig, CO 81626	ervices	2021 JRNAA	UNDR 05
AWARD DATE:	December 3, 2020	AMOUNT REQUESTED:	\$134,400
AWARD END DATE:	December 31, 2021	AMOUNT AWARDED:	\$134,400
REIMBURSEMENT REQUEST			
Grants funds awarded as ma	atching funds shall be reimbur	rsed to the county for actual ex	spenses incurred based on
the prorated amount of awa application and the Stateme	arded grant funds as a percent		
the prorated amount of awa application and the Statemer PRORATED REIMBURSEMENT	arded grant funds as a percent ent of Grant Award. AMOUNT: N/A (MATCHING F	tage of the total project costs a	
the prorated amount of awa application and the Statemer PRORATED REIMBURSEMENT	arded grant funds as a percent ent of Grant Award. AMOUNT: N/A (MATCHING F	tage of the total project costs a	
the prorated amount of awa application and the Stateme PRORATED REIMBURSEMENT TOTAL PROJECT COST TO DATE	arded grant funds as a percent ent of Grant Award. AMOUNT: N/A (MATCHING F TE ING RECEIVED TO DATE	SUNDS ONLY)	
the prorated amount of awa application and the Stateme PRORATED REIMBURSEMENT TOTAL PROJECT COST TO DATE TOTAL GRANT AWARD FUND	arded grant funds as a percent of Grant Award. AMOUNT: N/A (MATCHING FITE ING RECEIVED TO DATE REQUEST AMOUNT	SUNDS ONLY) \$	is identified in the original

I certify that (i) the request for funds contained herein is a true and accurate reflection of an expenditure (or expenditures) incurred for eligible costs identified in the grant award; (ii) the expenditure has not otherwise been reimbursed; and (iii) this request is being made in compliance with the terms and conditions of the grant award.



December 22, 2020

Guest Column to Craig Daily Press,

Once again, out-of-state special interests have funded a ballot initiative (Proposition 114-Wolf Introduction) to manage wildlife in a manner that is neither scientific nor in the best interest of wildlife or the citizens of Colorado. We are greatly concerned when we hear wildlife commission members advocating to fast-track wolf introduction (releasing wolves in 2021) and foregoing adequate time to develop a comprehensive management plan. Proposition 114 requires that CPW "takes steps necessary to begin reintroduction of gray wolves by December 31, 2023." Our county strongly objects to any efforts to short-circuit or abandon the planning window provided by Prop 114 that interferes with public input, transparency, and that jeopardizes the safety of our communities and economies. Our county is in support of the Associated Governments of Northwest Colorado (AGNC) submission of a Colorado Open Records Act (CORA) request to determine if, indeed, CPW and the Governor's office are working to accelerate the development of a plan and limit public and stakeholder input on this important matter.

Proposition 114, requiring the reintroduction of gray wolves on designated lands in Colorado, west of the continental divide, passed by a narrow <2% margin in November. It is not hard for urban voters to support such a measure when it doesn't impact them. The measure states the General Assembly, "Shall make such appropriations as are necessary to fund the programs authorized and obligations, including fair compensation for livestock losses ... but cannot be paid from moneys in the wildlife cash fund..." Money is not the only issue. Wolf presence around livestock, change behaviors of livestock. Whether it's cattle, sheep, domestic horses, or "wild horse" herds in Sandwash, wolves negatively impact other animals. Wolves change grazing behaviors, herding characteristics, add stress to pregnant livestock, and generally negatively impacts the ability to care for, and manage domesticated animals. Wolves have been naturally migrating into Colorado for some time, but now we will spend millions of dollars on an unnecessary recovery program at the expense of education, transportation, health care and any number of State priorities.

Each wolf will take approximately 22 ungulates each year just to survive which could lead to radical reductions in hunting licenses, ergo radical reductions in available funds for all wildlife programs.

As elected officials, we are charged with the health, safety, and welfare of our constituents as well as visitors to our communities. The language passed by voters in Proposition 114 indicates a lengthy planning period to address concerns. The ballot measure calls for statewide hearings to gather information needed to develop a plan for reintroduction. Information to be gathered includes scientific, economic, and social considerations as stated in the ballot language. Elected officials across Northwestern Colorado call on the Governor, his administration, and CPW to engage in a robust, transparent, and effective discussion through public hearings across the State, to develop a plan that will accomplish the directive of Proposition 114. Colorado Parks and Wildlife, Colorado's wildlife specialists, should thoughtfully, and inclusively, lead this planning effort consistent with the 3 year time frame of Proposition 114.

Our residents voted against this measure and as stakeholders, as well as the people in Colorado most directly impacted by wolf introductions, we should be very involved in the development of a plan that will have far reaching and long-lasting consequences to our citizens, communities, wildlife, and economies.

Respectfully,

Ray Beck, Chairman Moffat County Commissioner Don Cook, District 1 Moffat County Commissioner Donald Broom, District 3 Moffat County Commissioner

RESOLUTION NO. 2020-130 December 22, 2020 Supplemental Budget

WHEREAS, the Board of County Commissioners of the County of Moffat and State of Colorado have approved the 2020 Budget.

WHEREAS, various departments have a need to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

WHEREAS, this supplemental has been properly published prior to adoption.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that the 2020 appropriations and budgets be supplemented as follows:

Account	Account Description	Debit	Credit
11000001-41001	SALES TAX		\$300000.00
11000001-41003	SEVERANCE TAX		\$234874.11
20500002-46004	REIMBURSEMENT		\$3022.00
20500002-53056	EMPLOYEE EDUCATION	\$3022.00	
20500002-46004	REIMBURSEMENT		\$235.00
20500002-54045	OPERATING SUPPLIES	\$235.00	
20500002-46004	REIMBURSEMENT		\$148.63
20500002-54045	OPERATING SUPPLIES	\$148.63	
20500002-46004	REIMBURSEMENT		\$306.00
20500002-54045	OPERATING SUPPLIES	\$306.00	
20500002-46004	REIMBURSEMENT		\$225.00
20500002-54045	OPERATING SUPPLIES	\$225.00	
20500002-46004	REIMBURSEMENT		\$100.00
20500002-54068	SPECIAL PROJECTS	\$100.00	
20500002-46004	REIMBURSEMENT		\$750.00
20500002-54037	MISC EQUIPMENT	\$750.00	
20500002-46004	REIMBURSEMENT		\$1500.00
20500002-54037	MISC EQUIPMENT	\$1500.00	
20500002-46004	REIMBURSEMENT		\$6103.75
20500002-53056	EMPLOYEE EDUCATION	\$6103.75	
20500002-43416	STATE FINES		\$20000.00
20500002-53056	EMPLOYEE EDUCATION	\$20000.00	
52100005-45008	DONATIONS		\$18436.00
52100005-60004	CAPITAL IMPROVEMENTS	\$18436.00	
32000003-46004	REIMBURSEMENT		\$1814.29
32500003-46001	INSURANCE REIMBURSEMENT		\$11187.15

Account	Account Description	Debit	Credi
175CARE1-43027	FEDERAL - CARES ACT		\$674590.00
175CARE1-50025	FULL TIME SHARED WAGES	\$85000.00	
175CARE1-50060	FRINGE BENEFITS	\$14590.00	
175CARE1-55206	CVRF TELEWORK	\$95000.00	
175CARE1-55202	PUBLIC HEALTH EXPENSE	\$60000.00	
175CARE1-55203	CVRF PPE	\$20000.00	
175CARE1-55204	ECONOMIC SUPPORT	\$40000.00	
175CARE1-45001	MISCELLANEOUS		\$29275.33
175CARE1-60014	EQUIPMENT VEHICLES	\$29275.33	
35000003-45001	MISCELLANEOUS		\$80460.00
35000003-60005	CAPITAL OUTLAY	\$80460.00	
54500005-45008	DONATIONS		\$5000.00
54500005-54051	PROJECTS & DEVELOPMENT	\$4570.00	
54500005-54042	OFFICE SUPPLIES	\$310.00	
54500005-54045	OPERATING SUPPLIES	\$120.00	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$4498.59
23500002-51018	OTHER PROFESSIONAL SERVICES	\$1494.00	
23500002-53056	EMPLOYEE EDUCATION	\$330.90	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$3665.37
23500002-51018	OTHER PROFESSIONAL SERVICES	\$1439.71	
23500002-53056	EMPLOYEE EDUCATION	\$301.74	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$3992.58
23500002-51018	OTHER PROFESSIONAL SERVICES	\$1537.00	
23500002-53056	EMPLOYEE EDUCATION	\$603.48	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$3795.96
23500002-51018	OTHER PROFESSIONAL SERVICES	\$1546.34	
23500002-53056	EMPLOYEE EDUCATION	\$373.00	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$1689.03
23500002-51018	OTHER PROFESSIONAL SERVICES	\$614.98	
23500002-53056	EMPLOYEE EDUCATION	\$121.38	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$401.92
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$2673.69	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$1923.92	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$1852.10	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$1876.62	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$952.67	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$401.92
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$76.73	
23500002-51018	OTHER PROFESSIONAL SERVICES	\$325.19	

Account	Account Description	Debit	Credit
23500002-43013	FEDERAL JBBS & MAT GRANT		\$5147.46
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$2927.23	
23500002-51018	OTHER PROFESSIONAL SERVICES	\$1513.15	
23500002-53056	EMPLOYEE EDUCATION	\$433.65	
23500002-54045	OPERATING SUPPLIES	\$273.43	
430PON_4-43208	FEDERAL PROTECT OUR NEIGHBORS		\$50000.00
430PON_4-50025	FULL TIME SHARED WAGES	\$27390.00	
430PON_4-50060	FRINGE BENEFITS	\$22410.00	
430PON_4-54038	MISCELLANEOUS	\$200.00	
430RURL4-43209	CVRF RURAL & FRONTIER		\$35714.29
430RURL4-50042	OVER TIME	\$360.00	
430RURL4-50060	FRINGE BENEFITS	\$6620.61	
430RURL4-50025	FULL TIME SHARED WAGES	\$28733.68	
20500002-46004	REIMBURSEMENT		\$3027.00
20500002-52035	REPAIRS AUTO	\$3027.00	
11500001-53046	TRAVEL		\$1250.00
11500001-54049	POSTAGE	\$1250.00	
12000001-54045	OPERATING SUPPLIES		\$965.00
12000001-50054	JUDGES	\$965.00	
52100005-50054	JUDGES		\$3893.00
52100005-53032	SECURITY		\$350.00
52100005-54025	FAIR QUEEN EXPENSE		\$1291.00
52100005-54005	AWARDS & RIBBONS		\$1200.00
52100005-54049	POSTAGE		\$200.00
52100005-54015	COPIES		\$300.00
52100005-53002	ADVERTISING/LEGAL NOTICES		\$5700.00
52100005-54024	FAIR BOOK		\$2038.00
52100005-51026	ENTERTAINMENT		\$48011.00
52100005-54045	OPERATING SUPPLIES		\$100.00
52100005-54038	MISCELLANEOUS	7	\$400.00
52100005-60004	CAPITAL IMPROVEMENTS	\$63483.00	
36036303-60011	EQUIPMENT MISCELLANEOUS		\$187241.00
36036303-60034	RADIOS	\$187241.00	
53500005-54042	OFFICE SUPPLIES		\$44.28
53500005-52052	SPECIAL PROGRAMS	\$44.28	
18000001-53062	MEDICAL CLAIMS		\$232000.00
18000001-54050	PRESCRIPTIONS	\$190000.00	
18000001-53024	MEDICAL ADMIN FEE	\$40000.00	
18000001-53007	DENTAL ADMIN FEE	\$2000.00	

Account	Account Description	Debit	Credit
430CARE4-60014	EQUIPMENT VEHICLES	12/11/11/15/19/19	\$43708.00
430CARE4-50050	CONTRACT LABOR	\$600.00	
430CARE4-50060	FRINGE BENEFITS	\$5089.97	
430CARE4-53005	COMPUTER EXPENSE/SERVICES	\$1940.90	
430CARE4-54045	OPERATING SUPPLIES	\$8114.05	
430CARE4-50025	FULL TIME SHARED WAGES	\$27963.08	
60061006-53001	ADVERTISING		\$600.00
60061006-54042	OFFICE SUPPLIES		\$450.00
60061006-54006	BOARD EXPENSE		\$100.00
60061006-53057	CONTINUING EDUCATION		\$2500.00
60063006-52017	FACILITY EXPENSE		\$7500.00
60063006-52012	ELECTRICAL REPAIR		\$1100.00
60063006-60006	CARPET REPLACEMENT		\$2500.00
60063006-60020	LINOLEUM REPLACEMENT		\$375.00
60063006-60023	PARKING LOT REPLACE/OVERLAY		\$500.00
60061006-54046	OTHER ADMIN EXPENSE	\$775.00	
60061006-52009	COPIER LEASE	\$600.00	
60062006-52046	UTILITIES WATER	\$2275.00	
60062006-52011	UTILITIES ELECTRIC	\$2000.00	
60062006-52040	UTIILITES SEWER	\$1000.00	
60063006-52037	REPAIRS EQUIP/MAINT	\$4500.00	
60063006-52007	CLEANING SERVICES	\$2000.00	
60063006-51011	EXTERMINATING	\$900.00	
60063006-54010	CLEANING SUPPLIES	\$475.00	
60063006-52004	CABLE TV TENANT	\$1100.00	
60561006-53001	ADVERTISING		\$600.00
60561006-54042	OFFICE SUPPLIES		\$725.00
60561006-54006	BOARD EXPENSE		\$100.00
60561006-53057	CONTINUING EDUCATION		\$2500.00
60562006-52030	UTILITIES NATURAL GAS		\$2500.00
60563006-52037	REPAIRS EQUIP/MAINT		\$16000.00
60563006-52017	FACILITY EXPENSE		\$8000.00
60563006-52007	CLEANING SERVICES	The state of the s	\$600.00
60563006-60006	CARPET REPLACEMENT		\$1625.00
60563006-60023	PARKING LOT REPLACE/OVERLAY		\$100.00
60563006-54080	WASHER/DRYER		\$400.00
60563006-54081	WINDOW COVERINGS		\$450.00
60563006-54072	STOVES & REFRIDGERATOR		\$100.00

Account	Account Description	Debit	Credit
60561006-54046	OTHER ADMIN EXPENSE	\$225.00	
60561006-52009	COPIER LEASE	\$550.00	And the state of t
60562006-52046	UTILITIES WATER	\$1300.00	
60562006-52040	UTIILITES SEWER	\$1000.00	
60563006-54010	CLEANING SUPPLIES	\$500.00	
60563006-52012	ELECTRICAL REPAIR	\$3350.00	
60563006-52020	UTILITIES GARBAGE REMOVAL	\$1000.00	
60563006-52004	CABLE TV TENANT	\$1675.00	
60564006-57007	MORTGAGE PAYMENT	\$3000.00	
60563006-60018	INTERIOR BLDG IMPROVEMENT	\$21100.00	
30000003-50030	PART TIME WAGES		\$705.00
30000003-50060	FRINGE BENEFITS		\$236.00
30000003-50080	RETIREMENT		\$21.00
14000001-50025	FULL TIME SHARED WAGES	\$132.00	
14000001-50060	FRINGE BENEFITS	\$284.00	
15000001-50020	FULL TIME WAGES	\$4414.00	
15000001-50060	FRINGE BENEFITS	\$711.00	
15000001-50080	RETIREMENT	\$119.00	
20500002-52035	REPAIRS AUTO	\$4353.58	
42540504-43800	DEPT OF HUMAN SERVICES		\$8913.00
42540504-55002	ASSISTANCE PAYMENTS	\$8913.00	
42550004-43800	DEPT OF HUMAN SERVICES		\$159611.00
42550004-55002	ASSISTANCE PAYMENTS	\$159611.00	
42560004-43800	DEPT OF HUMAN SERVICES		\$690649.00
42560004-55011	FOOD STAMPS	\$690649.00	
42570004-50020	FULL TIME WAGES	\$67361.00	
42570004-43800	DEPT OF HUMAN SERVICES		\$53888.80
60563006-60018	INTERIOR BLDG IMPROVEMENT	\$79825.00	
11000001-43004	FEDERAL MINERAL LEASE	\$136699.36	
18000001-48110	TRANSFER IN FROM GENERAL	\$230000.00	
17000001-59006	TRANSFER OUT HEALTH & WELFARE		\$230000.00
34500003-60005	CAPITAL OUTLAY		\$340000.00
17500001-54013	CONTINGENCY		\$625000.00
36000003-43010	FEDERAL STATE HYW USERS	\$350000.00	
18000001-53062	MEDICAL CLAIMS		\$410000.00
430ELC_4-43026	FEDERAL-ELC & EPI	\$158894.00	
430ELC_4-50050	CONTRACT LABOR		\$42989.00
430ELC_4-50060	FRINGE BENEFITS		\$15830.00
430ELC_4-54042	OFFICE SUPPLIES		\$3700.00
430ELC_4-53002	ADVERTISING/LEGAL NOTICES		\$4000.00
430ELC_4-54045	OPERATING SUPPLIES		\$10000.00

Account	Account Description	Debit	Credit
430ELC_4-53042	TELEPHONE		\$1500.00
430ELC_4-54038	MISCELLANEOUS		\$47900.00
430ELC_4-50080	RETIREMENT		\$2055.00
430ELC_4-50025	FULL TIME SHARED WAGES		\$31300.00
430ELC_4-50040	CALL OUT WAGES		\$380.00
55000005-43900	CITY OF CRAIG	\$300000.00	
55000005-45008	DONATIONS	\$15000.00	
55000005-45018	MINERAL ROYALTIES	\$10000.00	
55000005-45020	WALK IN DONATIONS	\$11000.00	
55000005-45021	GIFT SHOP	\$15000.00	
55000005-50020	FULL TIME WAGES		\$67248.00
55000005-50025	FULL TIME SHARED WAGES		\$47732.00
55000005-50030	PART TIME WAGES		\$53684.00
55000005-50020	FULL TIME WAGES	\$1600.00	
55000005-45001	MISCELLANEOUS	\$145.00	
55000005-46004	REIMBURSEMENT		\$49.00
55000005-50020	FULL TIME WAGES	1011 25500	\$2624.00
55000005-50046	LEAVE PAID OUT	\$20341.00	
55000005-50060	FRINGE BENEFITS		\$59555.00
55000005-50080	RETIREMENT		\$5740.00
55000005-52036	REPAIRS BUILDING	Carlotte Carlotte	\$8000.00
55000005-52043	UTILITIES		\$5983.00
55000005-53002	ADVERTISING/LEGAL NOTICES		\$8000.00
55000005-53042	TELEPHONE	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$734.00
55000005-53046	TRAVEL		\$1000.00
55000005-54015	COPIES		\$1978.00
55000005-54020	DISPLAY SUPPLIES		\$9990.00
55000005-54023	ELECTRONIC RECORDING		\$100.00
55000005-54045	OPERATING SUPPLIES		\$5980.00
55000005-54054	PUBLICATIONS		\$9958.00
55000005-54074	TAXES		\$1000.00
55000005-58012	INVENTORY		\$12000.00
55000005-58020	CITY OF CRAIG	142916	

Ray Beck Chair, Board of County Commissioners

STATE OF COLORADO)

) ss

COUNTY OF MOFFAT)

I, Tammy Raschke, County Clerk and Ex-officio 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 December 22, 2020.

Clerk and Ex-officio to County Commissioners, Moffat County State of Colorado; Tammy Raschke

Justifications December 2020 Supplemental Resolution 2020-130

CLERK & RECORDER (01-0300)

1. The Clerk requests to transfer \$1,250.00 from Travel/Staff Development to Postage to cover mailings of renewal notices.

Change to Contingency

2. The Clerk requests to transfer \$965.00 from Elections Operating to Judges to cover the 2020 General Election Expenses.

Change to Contingency

FINANCE (01-1000)

1. The Finance Department requests a downward supplemental of \$136,699.26 for Mineral Lease Revenue received of \$463,300.74, budgeted at \$600,000.00.

No Change to Contingency

- 2. The Finance Department requests an increase of \$234,874.11 for unexpected Severance Tax revenue.

 No Change to Contingency
- 3. The Finance Department requests an increase of \$300,000.00 for unexpected Sales Tax revenue.

 No Change to Contingency
- 4. The Finance Department requests a downward supplemental to remove \$230,000.00 from the Transfer in from General to Transfer out from Health and Welfare as it is not needed in 2020.

No Change to Contingency

- The Finance Department requests a downward supplemental to remove \$340,000.00 from the Capital Outlay for the Munis Implementation not completed in 2020 and carried forward in the 2021 budget.
 No Change to Contingency
- 6. The Finance Department requests a downward supplemental to remove \$625,000.00 from Contingency as it was not utilized during 2020.

\$625,000.00 Change to Contingency

7. The Finance Department requests an increase to various personnel costs from the approval of the Human Resource Specialist and Public Health Finance Specialist changes approved at the September 29, 2020, Board as follows:

Facilities FT Shared Wages	-705.00
Facilities Fringe	-236.00
Facilities Retirement	-21.00
Finance FT Shared Wages	132.00
Finance Fringe	284.00
Human Resource FT Wages	4,414.00

SHERIFF (01-2000)

 The Sheriff's office requests \$3,022.00 of unexpected revenue from Reimbursement/Sheriff Training from Colorado Peace Officer Standards and Training (POST) grant to be used to cover the Employee Education expenses.

No Change in Contingency

2. The Sheriff's office requests \$148.63 of unexpected revenue from Reimbursement Operating from sold towed vehicles to be used towards covering the Operating expense for the tow.

No Change to Contingency

 The Sheriff's office requests \$306.00 of unexpected revenue from Reimbursement Operating from the owner of the vehicle to be used towards covering the Operating expense for the tow.
 No Change in Contingency

 The Sheriff's office requests \$235.00 of unexpected revenue from Reimbursement Operating from the owner of the vehicle to be used towards covering the Operating expense for the tow.
 No Change in Contingency

- The Sheriff's office requests \$225.00 of unexpected revenue from Reimbursement Operating from the owner of the vehicle to be used towards covering the Operating expense for the tow.
 No Change in Contingency
- The Sheriff's office requests \$100.00 of unexpected revenue from Reimbursement Operating from donation for the Cop & Kids fishing day to be used for Special Projects for the event this year.
 No Change in Contingency
- 7. The Sheriff's office requests to utilize Capital Reserves of \$4,353.58 for Auto Repairs to a patrol truck that had to have the engine replaced.

No Change in Contingency

8. The Sheriff's office requests \$750.00 of unexpected revenue from Operating for the Colowyo patrol done by Deputies to be used for Misc. Equipment.

No Change to Contingency

9. The Sheriff's office requests \$1,500.00 of unexpected revenue from Operating for the Colowyo patrol done by Deputies to be used for Misc. Equipment.

No Change to Contingency

10. The Sheriff's office requests \$6,103.75 of unexpected revenue from Operating for the Craig Police Departments portion of the interview room upgrade to be used towards Employee Education. No Change to Contingency 11. The Sheriff's office requests \$3,027.00 of unexpected revenue from Operating from grant revenue to be used towards Repairs Auto to fix emergency lights and radios of Office of Emergency Management Truck.

No Change to Contingency

12. The Sheriff's office requests \$20,000.00 of unexpected revenue from State Fines for Sampson funds from a wildlife violation to be used towards Employee Education.

No Change to Contingency

MOFFAT COUNTY FAIR (01-3900)

1. The Moffat County fair requests \$18,436.00 of unexpected revenue be used towards Improvements for the County Fair.

No Change in Contingency

2. The Moffat County Fair requests to transfer \$63,483.00 from the following accounts to Improvements for the County Fair:

No Change to Contingency

Judges	3,893.00
Security	350.00
Queens	1,291.00
Awards	1,200.00
Postage	200.00
Copies	300.00
Ad/Legal Notices	5,700.00
Fair Book	2,038.00
Entertainment	48,011.00
Operating	100.00
Miscellaneous	400.00
	63,483.00

PARKS & RECREATION (01-4900)

1. Parks & Recreation requests \$1,814.29 of unexpected revenue, not posted in error from March 2020 Supplemental, from the Yampa Valley Community Foundation for trail maintenance endowment, be corrected as it was used to cover Capital Outlay trail improvement expenses.

No Change to Contingency

SHERMAN YOUTH CAMP (01-4902)

1. Sherman Youth Camp requests and increase of \$11,187.15 for unexpected Insurance Reimbursement revenue.

No Change to Contingency

OTHER ADMIN CORONAVIRUS RELIEF FUND (01-5301)

 The Finance Department requests \$674,590.00 of unexpected revenue received through the CARES Act to be utilized as follows:

Full Time Wages	\$85,000.00
Fringe Benefits	\$14,590.00
Telework	\$95,000.00
Public Health	\$60,000.00
Personal Protective Equipment	\$20.000.00
Economic Support	\$400,000.00
CONTROL SURFACE SERVICE SERVICE SERVICE	

No Change to Contingency

2. The Finance Department requests \$29,275.33 of unexpected Miscellaneous revenue received through a refund of vehicle deposit be utilized towards the expense of the deposit made.

ROAD AND BRIDGE (02)

- 1. Road & Bridge previously requested in the March 2020 supplemental to utilize Capital Reserves towards Outlay Misc. Equipment for 700/800 band radios to improve communication for Road Department employees. The expense was spent out of Radios rather than Misc. Equipment. Requesting to transfer \$187,241.00 from Misc. Equipment to Radios to cover the expense.
- 2. Road & Bridge is requesting a downward supplemental in Highway User Tax Revenue of \$350,000.00 due to travel restrictions from COVID reducing statewide revenue received.

CONSERVATION TRUST (11)

1. The Conservation Trust requests \$80,460.00 of unexpected Miscellaneous revenue received through Department of Local Affairs be utilized towards Capital Outlay for Loudy Simpson improvements.

LIBRARY (12)

1. The Library requests to transfer \$44.28 from Supplies to Special Programs.

HEALTH & WELFARE (14)

- 1. Health & Welfare requests to transfer \$232,000.00 from Medical Claims to \$190,000.00 Prescriptions, \$40,000 Medical Admin Fee & \$2,000 Dental Admin Fee.
- 2. Health & Welfare requests a downward supplemental of \$410,000.00 in Medical Claims due to insurance claim savings in 2020.

MOFFAT COUNTY TOURISM (19)

 Moffat County Tourism Association requests \$5,000.00 of unexpected revenue from Donations be used towards:

Projects

\$4,570.00

Office Supplies	\$310.00
Operating Supplies	\$120.00

JAIL (21)

1. The Jail requests \$4,498.59 of unexpected revenue from Jail Based Behavioral Services & Medically Assisted Treatment Grant for reimbursement of expenses related to mental health and addiction services required in the Jail.

JBBS \$2,673.69 Prof Services other \$1,494.00 Employee Education \$330.90

2. The Jail requests \$3,665.37 of unexpected revenue from Jail Based Behavioral Services & Medically Assisted Treatment Grant for reimbursement of expenses related to mental health and addiction services required in the Jail.

JBBS \$1,923.92 Prof Services other \$1,439.71 Employee Education \$301.74

The Jail requests \$3,992.58 of unexpected revenue from Jail Based Behavioral Services & Medically
Assisted Treatment Grant for reimbursement of expenses related to mental health and addiction
services required in the Jail.

JBBS \$1,852.10 Prof Services other \$1,537.00 Miscellaneous \$603.48

4. The Jail requests \$3,795.96 of unexpected revenue from Jail Based Behavioral Services & Medically Assisted Treatment Grant for reimbursement of expenses related to mental health and addiction services required in the Jail.

JBBS \$1,876.62 Prof Services other \$1,546.34 Employee Education \$373.00

5. The Jail requests \$1,689.03 of unexpected revenue from Jail Based Behavioral Services & Medically Assisted Treatment Grant for reimbursement of expenses related to mental health and addiction services required in the Jail.

JBBS \$952.67 Prof Services other \$614.98 Employee Education \$121.38

6. The Jail requests \$401.92 of unexpected revenue from Jail Based Behavioral Services & Medically Assisted Treatment Grant for reimbursement of expenses related to mental health and addiction services required in the Jail.

JBBS \$76.73 Prof Services other \$325.19 7. The Jail requests \$5,147.46 of unexpected revenue from Jail Based Behavioral Services & Medically Assisted Treatment Grant for reimbursement of expenses related to mental health and addiction services required in the Jail.

 JBBS
 \$2,927.73

 Prof Services other
 \$1,513.15

 Employee Education
 \$ 433.65

 Operating
 \$ 273.43

HUMAN SERVICES (22)

- 1. Human Services Department requests Spending Authority of \$8,913.00 for Old Age Pension due to an increase in assistance payments, which is a 100% reimbursed expense.
- 2. Human Services Department requests Spending Authority of \$159,611.00 for Low Income Energy Assistance Payments (LEAP) due to COVID19 resulting in an additional 5 months extension in assistance payments, which is a 100% reimbursed expense.
- 3. Human Services Department requests Spending Authority of \$690,649.00 for Food Assistance due to COVID19 resulting in an increase in payments, which is a 100% reimbursed expense.
- 4. Human Services Department requests Spending Authority of \$67,361.00 for Regular Administration due to position changes and COVID19 expenses, which is an 80% reimbursed expense

PUBLIC HEALTH (25)

1. Public Health Department requests \$50,000.00 of unexpected revenue from Protect our Neighbors Grant to be utilized for the following:

Full Time Shared Wages \$27,390.00 Fringe Benefits \$22,410.00 Miscellaneous \$200.00

2. Public Health Department requests \$35,714.29 of unexpected revenue from Coronavirus Relief Fund Rural and Frontier Grant to be utilized for the following:

Full Time Shared Wages \$28,733.68 Fringe Benefits \$6,620.61 Overtime \$360.00

3. Public Health Department requests to transfer \$43,708.00 from Equipment Vehicles to the following accounts:

Contract Labor \$600.00
Fringe Benefits \$5,090.00
Computer Expenses \$1,941.00
Operating Supplies \$8,114.00
Full Time Shared Wages \$27,963.00

 Public Health Department received \$172,944.00 in unexpected revenue from Emergency Preparedness Laboratory Capacity Paycheck Protection Act to be used towards increased Public Health needs as approved in July 2020 Supplemental. The funding covers multiple years and is not being fully utilized in 2020. Requesting a downward supplemental for the unused funding in this budget year as follows:

Revenues:		Expenditures	
ELC & EPI	(158,894.00)	Contract Labor	(42,989.00)
		Fringe Benefits	(15,830.00)
		Office Supplies	(3,700.00)
		Advertising/Legal Notice	(4,000.00)
		Operating Supplies	(10,000.00)
		Telephone	(1,500.00)
		Miscellaneous	(47,900.00)
		Retirement	(2,055.00)
		Full Time Shared Wages	(31,300.00)
		Call Out Wages	380.00
			(158,894.00)

SUNSET MEADOWS I (27)

1. The Housing Board for Sunset Meadows I requests to transfer \$15,625.00 of between the following funds due COVID and increases for water and cable:

From:		To:	
Advertising	600.00	Other Admin	775.00
Office Expense	450.00	Copier	600.00
Board Expense	100.00	Water	2,275.00
Continuing Education	2,500.00	Electric	2,000.00
Facilities	7,500.00	Sewer	1,000.00
Electrical	1,100.00	Repairs Equip & Maint	4,500.00
Carpet	2,500.00	Cleaning	2,000.00
Linoleum	375.00	Exterminating	900.00
Parking Lot Repair	500.00	Cleaning Supplies	475.00
3	15,625.00	Cable TV Tenants	1,100.00
			15,625.00

SUNSET MEADOWS II (28)

- 1. The Housing Board for Sunset Meadows II requests to rollover \$79,825.00 from 2019 to Interior Building Improvement for work not started until 2020.
- 2. The Housing Board for Sunset Meadows II requests to transfer \$33,700.00 of between the following funds due COVID and increases for water and cable:

From:		To:	
Advertising	600.00	Other Admin	225.00
Office Expense	725.00	Copier	550.00
Board Expense	100.00	Water	1,300.00
Continuing Education	2,500.00	Sewer	1,000.00
Natural Gas	2,500.00	Cleaning Supplies	500.00
Repairs Equip Maint	16,000.00	Electrical	3,350.00
Facilities	8,000.00	Garbage	1,000.00
Cleaning	600.00	Cable TV Tenants	1,675.00
Carpet	1,625.00	CFHA Mortgage	3,000.00
Parking Lot Repair	100.00	Interior Bldg Improvement	21,100.00
Washer & Dryer	400.00		33,700.00
Window Covering	450.00		
Stove & Fridge	100.00		
	33,700.00		

Museum (29)

1. The Finance department requests a downward supplemental as the Museum was transferred to the City of Craig during the 2020 budget year for the following accounts:

Revenues:		Expenditures	
City of Craig	(300,000)	Full Time Wages	67,248
Miscellaneous	(145)	Full Time Wages Shared	47,732
Donations	(15,000)	Part Time Wages	53,684
Mineral Royalties	(10,000)	Over Time	(1,600)
Walk in Donations	(11,000)	Longevity	2,624
Gift Shop	(15,000)	Leave Paid Out	(20,341)
Reimbursement	49	Fringe Benefits	59,555
	(351,096)	Retirement	5,740
		Repairs Building	8,000
		Utilities	5,983
		Advertising/Legal Notices	8,000
		Telephone	734
		Travel	1,000
		Copies	1,978
		Display Supplies	9,990
		Electronic Recording	100
		Operating Supplies	5,980
		Publications	9,958
		Taxes	1,000
		Inventory	12,000
		City of Craig	(142,916)
			136,449

Budget supplemental requests by catego	ry:
Unexpected Revenue	\$1,500,361.38
Transfers	\$578,016.28
Increase Spending Authority	\$936,547.58
Rollovers	\$74,825.00
Downward Supplemental	\$674,413.64
Contingency	
Total Adjustments	\$3,764,163.88

Contingency Account History		
Balance as of January 1, 2020	\$625,000.00	
March Supplemental	\$0.00	
July Supplemental	\$0.00	
December Supplemental (removed)	(\$625,000.00)	
Balance as of December 22, 2020	\$0	

Emergency Reserve Account History		
Balance as of January 1, 2020	\$1,052,245.00	
Balance as of December 22, 2020	\$1,052,245.00	

081 County Number

Budget Year 2 0 2 1

CERTIFICATION OF LEVIES AND REVENUE

BY

MOFFAT COUNTY

COUNTY COMMISSIONERS

STATE OF COLORADO
Division of Property Taxation
Department of Local Affairs
1313 Sherman Street, #419
Denver, Colorado 80203

Distribution:

Property Tax Administrator	- 1 COPY
Division of Local Government	- 1 COPY
School Finance Office	- 1 COPY
Assessor	- 1 COPY
Board of County Commissioners	- 1 COPY

Prepared by Mindy Curtis

Phone No. (970) 824-9106

15-DPT-AR 3-CLR-01 Rev 8/02

CERTIFICATION OF LEVIES AND REVENUE

Page 2 of 8 Moffat County

\$13,702,582

\$1,293,363

\$14,995,945

\$10,293,082

\$1,458,291

\$1,661,633

\$13,413,006

\$28,408,951

\$0

TOTAL ALL FUNDS
Revenue
Dollars

SUMMARIES

NET GEN OPERATING

	ASSESSED	NET TOTAL PROGRAM	ONTRACTUAL OBLIGATION BOND REDEMPTION	REFUND/ABATEMENT	CAPITAL EXPENDITURES
	<u>VALUATION</u> Nearest Ten	& CAT BUYOUT	OVERRIDES	TRANSPORTATION	OTHER
TYPE OF LEVY	Dollars	Revenue <u>Dollars</u>	Revenue <u>Dollars</u>	Revenue <u>Dollars</u>	Revenue <u>Dollars</u>
SCHOOLS					
Districts	\$430,546,789	\$8,833,098	\$4,849,679	\$19,805	\$0
Junior Colleges	\$430,546,789	\$1,291,640	\$0	\$1,722	\$0
Sub-Total Schools		\$10,124,738	\$4,849,679	\$21,527	\$0
OCAL GOVERNMENT					
Counties	\$430,546,789	\$8,986,373	\$0	\$15,069	\$1,291,640
Cities and Towns	\$76,503,449	\$1,307,610	\$0	\$0	\$150,682
Local Improvement & Service All Other	\$0	\$0	\$0	\$0	\$0
Local Improvement & Service	\$1,083,409,255	\$1,074,658	\$0	\$2,633	\$584,342
Sub-Total Local Government		\$11,368,640	\$0	\$17,702	\$2,026,664
OTAL VALUATION & REVENUE:	\$2,451,553,071	\$21,493,378	\$4,849,679	\$39,230	\$2,026,664
CERTIFICATION: STATE OF COLORADO)				
COUNTY OF MOFFAT) ss:)				
I, Don Cook, Chairman, Board of County Commis going are true copies of valuations as certified to	ssioners of Moffat County, State of County Commissioners by the Cou	Colorado, do hereby certify that the nty Assessor, and levies and revenu	above and fore- e are certified to the Assessor and	Property Tax Administrator by the	Board of County Commissioners.
IN WITNESS WHEREOF, I have hereunto set my	hand at		Colorado, the da	y of	, 2020.
Deputy) Clerk and Ex-officio to the County Commisis	soners		Chairman, Board of County Comm	nissioners	_

\$0

	•											Monat County
Rev 8/02		ASSESSED		AL PROGRAM ORICAL BUYOUT	(3)BO	ND REDEMPTION	(5) ABA	TEMENTS (7)S	SPECIAL BU	ILDING/TECHNO	OLOGY	
(DDT)	DEPT. OF EDUCATION	<u>VALUATION</u>	(2)TEMPORA	ARY TAX CREDIT~	(4)OVE	RRIDE MILL LEVY	(6)TRANS	PORTATION	<u>(8)</u>	<u>OTHER</u>	TOTAL A	ALL FUNDS
(DPT use)		Nearest Ten	Levy	Revenue	Levy	Revenue	Levy		Levy	Revenue	Levy	Revenue
(ONLY)	SCHOOL DISTRICT NAME	<u>Dollars</u>	(Mills)	(Dollars)	(Mills)	(Dollars)	(Mills)	(Dollars)	(Mills)	(Dollars)	(Mills)	(Dollars)
	Moffat County RE: No 1 School District	\$430,546,789	(1) 20.516	\$8,833,098	(3) 5.057	\$2,177,275	(5) 0.046	\$19,805 (7	7) 0.000	\$0	0	\$0
			(2)(0)	\$0	(4) 6.207	\$2,672,404	(6) 0.000	\$0 (8	3) 0.000	\$0	31.826	\$13,702,582
			(1)		(3)		(5)	(7	7)			
			(2)() (_		(4)		(6)	(8	3)			
			(1)		(3)		(5)	(7	7)			
			(2)() (_		(4)		(6)	(8	3)			
			(1)		(3)		(5)		7)			
			(2)() (_		(4)		(6)	(8	3)			
		((1)		(3)		(5)	(7	7)			
			(2)() (_		(4)		(6)	(8	3)			
		((1)		(3)		(5)	(7)			
			(2)() (_		(4)		(6)	(8	3)			
		(1)		(3)		(5)	(7	7)			
		(2)() (_)	(4)		(6)	(8	3)			
		(1)		(3)		(5)	(7	7)			
		(2)() (_)	(4)		(6)	(8	3)			
		(1)		(3)		(5)	(7	7)			
		(2)() (_)	(4)		(6)	(8	3)			
			(1)	\$8,833,098	= (3)	\$2,177,275	(5) =	\$19,805	(7)	\$0	•	
~Reduction i	in levy set by DOE. Negative levy & dollar	\$430,546,789	(2) =	\$0	<u>(4)</u>	\$2,672,404	(6)	\$0	(8)	\$0	31.826	\$13,702,582
	,, Hogalite lety a dollar	ASSESSED	/// 67		101 0C11==-		400000000000000000000000000000000000000		·	A 5/7.1		
	JUNIOR COLLEGE	VALUATION		AL OPERATING ARY TAX CREDIT		CTUAL OBLIGATIONS ND REDEMPTION		ABATEMENTS THER		APITAL NDITURE	TOTAL A	ALL FUNDS
(OPT use)		Nearest Ten	Levy	Revenue	Levy	Revenue	Levy	Revenue	Levy	Revenue	Levy	Revenue
(ONLY)	<u>NAME</u>	Dollars	(Mills)	(Dollars)	(Mills)	(Dollars)	(Mills)	(Dollars)	(Mills)	(Dollars)	(Mills)	(Dollars)
М	Ioffat County Affiliated Jr. College Dist.	\$430,546,789 (1) 3.000	\$1,291,640	(3) 0.000	\$0	(5) 0.004	\$1,722			3.004	\$1,293,363

\$0 (6) 0 000

\$0 (7) 0.000

\$0 (4) 0.000

(2)(0.000)

CITIES AND TOWNS

Page 5 of 8 Moffat County

(3) CONTRACTUAL OBLIGATIONS*

		ASSESSED VALUATION		RAL OPERATING RARY TAX CREDIT~		REDEMPTION*		ABATEMENTS		CAPITAL NDITURE**	TOTAL	ALL FUNDS
(DPT use)	Nearest Ten	Levy	Revenue	Levy	Revenue	Levy	Revenue	Levy	Revenue	Levy	Revenue
ONLY	CITY/TOWN NAME	<u>Dollars</u>	(Mills)	(Dollars)	(Mills)	(Dollars)	(Mills)	(Dollars)	(Mills)	(Dollars)	(Mills)	(Dollars)
	Craig	\$75,340,288	(1) 16.996	\$1,280,484	(3) 0.000	\$0	(5) 0.000	\$0			(1) 18.996	\$1,431,165
		· 	(2)(0.000)	\$0	(4)0.000	\$0	(6) 0.000	SO ((7) 2.0000	\$150,682		
	Dinosaur	\$1,163,161	(1) 23.443	\$27,268	(3) 0.000	\$0	(5) 0.000	\$0				
			(2)(0.122)	(\$142) (4) 0.000	\$0	(6) 0.000	\$0 ((7) 0.000	\$0	23.321	\$27,126
			(1)		(3)		(5)					
			(2)()) (4)		(6)		(7)			
			(1)	<u> </u>	(3)		(5)					
			(2)()) (4)		(6)	(7)	· 		
			(1)		(3)		(5)					
			(2)()	() (4)		(6)	(7)			
			(1)		(3)		(5)					
			(2)()		(4)		(6)		7)			
			(1)		(3)		(5)					
			(2)()	<u></u>	(4)		(6)	(7)			
			(1)		(3)		(5)					
			(2)()		(4)		(6)	(7)			
			(1)		(3)		(5)					
 -			(2)()		(4)		(6)		7)			
			(1)		(3)		(5)					
			(2)()		(4)		(6)	(7)			
		,	(1)		(3)		(5)					
			(2)()	((4)		(6)	(7)			
			(1)	\$1,307,752	(3)	\$0	(5)	\$0				
	TOTAL:	\$76,503,449	(2)	(\$142)	(4)	\$0	(6)	\$0	(7)	\$150,682	xxx =	\$1,458,291

[~]Negative levy & dollar (Temporary tax credit must go here. If the entity applied it to a component levy other than General Operating, please footnote.)

29-1-301(1.2), CRS

^{*}All entries in the column MUST be approved at election .

^{**}Election generally not required (some entity-specific exceptions); includes capital expenditures approved under 29-1-301(1.2), C.R.S.

^{***}Other special fund levies exempt from the 5.5% statutory revenue limitation. (NAME MUST BE FOOTNOTED).

15-DPT-AR 3-CLR-01 Rev 8/02		ASSESSED VALUATION	<u>F</u>	(A) GENERAL REVENUE	NERAL TAXPAYER APPROVED REFUNDS/ABATEMENTS		(B) (C) Mo ER APPROVED REFUNDS/ABATEMENTS			
(DPT use)	TYPE OF FUND	Nearest Ten <u>Dollars</u>	Levy (Mills)	Revenue (<u>Dollars)</u>	Levy (<u>Mills)</u>	Revenue (Dollars)	Levy (Mills) (C.1)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)
8000	General	\$430,546,789	19.352	\$8,331,941			(C 2) 0.035	\$15,069	19.387	\$8,347,011
8010	Road and Bridge									
8020	Public Welfare	\$430,546,789	1.12	\$482,212					1.12	\$482,212
8040	Contingent Fund Per 29-1-301(1) Contractual Obligations				(B 1)					
8050	Per 29-1-301(1) Bond Redemption & Interest				(B.2)					
8060	Per 29-1-301(1.2) Capital Expenditures				(B 3)					
8080	Library			\$0	•			_	0	\$0
8090	Retirement									
8100	Self-Insurance									
8110	Ambulance									
8120	Solid Waste Disposal									
8130	Airport									
8140	Public Hospital	\$430,546,789		\$0	•		3.000	\$1,291,640	3.00	\$1,291,640
	Public Health	\$430,546,789	0.400	\$172,219					0.400	\$172,219
	TOTAL:	\$430,546,789	(A)_	\$8,986,372.58		B) \$	<u> </u>	\$1,306,710	23.907	\$10,293,082

^{*}Other levies (EXEMPT FROM THE 5.5% LIMITATION), such as reimbursement of excess State Aid to Schools and Reappraisal Costs. (NAME MUST BE FOOTNOTED)

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LOCAL IMPROVEMENT & SERVICE DISTRICTS

Page 6 of 8 Moffat County

TITLE 32 STATUTORY DISTRICTS WITH ONE OR MORE BOND LEVIES

(For each bond, you must show the bond date and number of years. See instructions to determine the districts authorized by Title 32)

(3) CONTRACTUAL OBLIGATIONS*

ASSESSED (1)GENERAL OPERATING (4) BOND REDEMPTION* (5)REFUNDS/ABATEMENTS (7)CAPITAL (6)OTHER*** VALUATION **EXPENDITURE** TOTAL ALL FUNDS** (Levies approved at election) (2)TEMPORARY TAX CREDIT~ (DPT use) Nearest Ten Revenue Revenue Levy Revenue Levy Revenue Levy Revenue Levy Levy **ONLY DISTRICT NAME Dollars** (Mills) (Mills) (Dollars) (Mills) (Dollars) (Mills) (Dollars) (Mills) (Dollars) (Dollars) (1) **Total Levy Total Revenue** bond date = bond date = term in years = bond date = bond date = **Total Levy** Total Revenue bond date = bond date = bond date = term in years = Total Levy Total Revenue bond date = bond date = bond date = term in vears = bond date = term in years = Total Levy Total Revenue bond date = term in years = bond date = term in years = bond date = bond date = term in years = (1) \$ TOTAL: \$ (4) \$ (7) \$ (2) \$((6) \$ XXX

***Other special fund levies exempt from the 5.5% statutory revenue limitation. (NAME MUST BE FOOTNOTED).

29-1-301(1.2), CRS

[~]Negative levy & dollar (Temporary tax credit must go here. If the entity applied it to a component levy other than General Operating, please footnote.)
*All entries in the column MUST be approved at election.

^{**}Election generally not required (some entity-specific exceptions); includes capital expenditures approved under 29-1-301(1.2), C.R.S.

29-1-301(1.2), CRS

(All Non-Title 32 districts and Title 32 districts with no bond levy. See instructions for list of Title 32 districts.)

(3) CONTRACTUAL OBLIGATIONS*

		ASSESSED VALUATION		RAL OPERATING RARY TAX CREDIT~	• •	O REDEMPTION*	• •	OS/ABATEMENTS OTHER***		CAPITAL ENDITURE**	TOTAL A	ALL FU <u>nds</u>
(DPT use) ONLY	DISTRICT NAME	Nearest Ten <u>Dollars</u>	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)
	Artesia Fire Protection District	\$3,578,543	(1) 9.233	\$33,041	(3) 0.000	\$0	(5) 0.000	\$0			9.233	\$33,041
			(2)(0.000)	\$0	(4) 0.000	\$0	(6) 0.000	\$0 (7) 0.000	\$0 _		
	Colorado River Water Cons District	\$430,546,789	(1) 0.5	\$215,273	(3) 0.000	\$0	(5) 0.002	\$861			0 502	\$216,134
			(2)0.00	\$0	(4) 0.000	\$0	(6) 0.000	\$0 (7) 0.000	\$0 _		
	Craig Rural Fire Protection District	\$295,421,230	(1) 1.997	\$589,956	(3) 0.000	\$0	(5) .006	\$1,772			3.503	\$1,034,859
			(2)(0.000)	\$0	(4) 0.000	\$0	(6) 0.000	\$0 (7) 1.500	\$443,131 _		
	Great N. Water Conservancy District	\$89,001,153	(1) 0.000	\$0	(3) 0.000	\$0	(5) 0.000	\$0			0	\$0
			(2)(0.000)	\$0	(4) 0.000	\$0	(6) 0.000	\$0 (7) 0.000	\$0 _		
	Juniper Water Conservancy District	\$45,753,867	(1) 0.000	\$0	(3) 0.000	\$0	(5) 0.000	\$0			0	\$0
			(2)(0.000)	\$0	(4)0.000	\$0	(6)0.000	\$0 (7) 0.000	\$0 _		
1	Maybell Imigation District	\$49,570	(1) 410.00	\$20,324	(3) 0.000	\$0	(5) 0.000	\$0			410.00	\$20,324
			(2)(0.000)	\$0	(4) 0.000	\$0	(6) 0.000	\$0 (7) 0.000	\$0 _		
I	Pot Hook Water Conservancy District	\$2,048,379	(1) 4.000	\$8,194	(3) 0.000	\$0	(5) 0.000	\$0			4.00	\$8,194
 -			(2)(0.000)	\$0	(4) 0.000	\$0	(6) 0.000	\$0 (7) 0.000	so <u></u>		
ł	Upper Yampa Water Conservancy Dist	\$188,532,345	(1) 1.071	\$201,918	(3) 0.000	\$0	(5) 0	\$0			1.820	\$343,129
			(2)(0)	\$0	(4) 0.000	\$0	(6) 0	\$0 (7) 0.749	\$141,211 _		
١	Yellow Jacket Water Conservancy District	\$28,477,379	(1) 0.209	\$5,952	(3) 0.000	\$0	(5) 0.000	\$0			0.209	\$5,952
			(2)(0.00)	\$0	(4) 0.000	\$0	(6) 0.000	\$0 (7) 0.000	\$0 _		
			(1)		(3)		(5)					
			(2)(L	(4)		(6)		7)			
		1	(1)		(3)		(5)					
			(2)((4)		(6)	(7)			
			(1)	\$1,074,658	(3)	\$0	(5)					
	TOTAL:	\$1,083,409,255	(2)	\$0	: (4)	\$0	₌ (6)	<u>\$0</u>	(7)	\$584,342	*** =	\$1,661,633

[~]Negative levy & dollar (Temporary tax credit must go here. If the entity applied it to a component levy other than General Operating, please footnote.)

^{*}All entries in the column MUST be approved at election .

^{**}Election generally not required (some entity-specific exceptions); includes capital expenditures approved under 29-1-301(1.2), C.R.S.

^{***}Other special fund levies exempt from the 5.5% statutory revenue limitation. (NAME MUST BE FOOTNOTED).

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3-CLR-01
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County

District TIF

TAX INCREMENT FINANCE BREAKDOWN *

	Full name of T	Tax Increment Finance area	_	Base Value (PLEASE FILL IN BLANK
	SCHOOL DISTRICT # in		Valuation and	
	Assessed Valuation and \$			
3. CITY OFattributable to	includes \$	Assessed Valuation and \$	Revenue	
and \$ Revenue attributable to	FIRE PROTECTION DISTRICT in		Valuation	
	(special district) includes \$	Assessed Valuation and \$	Revenue	
attributable to	(special district) includes \$	Assessed Valuation and \$	Revenue	
attributable to	(special district) includes \$	Assessed Valuation and \$	Revenue	***
attributable to	(special district) includes \$	Assessed Valuation and \$	Revenue	
attributable to	(special district) includes \$	Assessed Valuation and \$	Revenue	
TOTAL VALUATION AND REVENUE includes \$ attributable to	Assessed Valuation	and \$Revenue		

^{*} NOTE: ON THE FRONT 6 PAGES OF THIS CERTIFICATION, SHOW THE GROSS ASSESSED VALUATION OF ALL PROPERTY WITHIN THE DISTRICT NOT THE NET. (Total assessed valuation as if the TIF did not exist.)



MOFFAT COUNTY ROAD DEPARTMENT

BOCC

Moffat County Road Department 2020 Aprons Paving Project

We would like to pay ELAM Construction \$225,446.25 for work completed. This includes retainage of \$11,272.32.

A legal notice was published in the Craig Press December 4th and December 9th 2020. No claims were made against the project.

Thank you,

Dan Miller, Director

Moffat County Road Department

LEGAL NOTICE

The Board of Moffat County Commissioners will hold a public meeting at 221 West Victory Way on December 22, 2020, at which time approval will be given for the Final Settlement to Kilgore Companies LLC for the 2020 Paving Project pursuant to Revised Statutes 1973, Section 38-26-107.

Please notify the Moffat County Road Department, P. O. Box 667, Craig, CO, prior to the above stated date, of any unpaid invoices relating to this project.

Signed:

Dan Miller

Moffat County Road Department Director

Please publish:

December 4, 2020

December 9, 2020

Ad #: 0000642147-01

Customer: MOFFAT COUNTY ROAD DEPT, Your account number is: 910011981

PROOF OF PUBLICATION CRAIG PRESS STATE OF COLORADO COUNTY OF MOFFAT

I, Sheli Steele, do solemnly swear that I am General Manager of the CRAIG PRESS, that the same daily newspaper printed, in whole or in part and published in the County of Moffat, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Moffat for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said daily newspaper for the period of 2 insertions; and that the first publication of said notice was in the issue of said newspaper dated 12/4/2020 and that the last publication of said notice was dated 12/9/2020 in the issue of said newspaper.

In witness whereof, I have here unto set my hand this day, 12/9/2020.

Sheli Steele, General Manager

Subscribed and sworn to before me, a notary public in and for the County of Moffat, State of Colorado this day 12/9/2020.

euMedua

Jeri Medina, Notary Public

My Commission Expires: August 19, 2024

Expires. August 19, 202

NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20164023666

LEGAL NOTICE

The Board of Moffet County Commissioners will hold a public meeting at 221 West Victory Way or December 22, 2020, at which time approval will be given for the Final Settlement to Kilgore Companies LLC for the 2020 Paving Project pursuan

Please notify the Moffat County Road Department, P. O. Box 667, Craig, CO, prior to the above stated date, of any unpaid invoices relating to this

Signed:___

niser t County Road Department Director

Published in the Craig Press on December 4 an 9, 2020, 0000642147

Resolution 2020-133 Landfill Closure for December 24, 2020

WHEREAS, the Moffat County Landfill is requesting that the Board of County Commissioners approve allowing the Moffat County Landfill to close on December 24, 2020; and

WHEREAS, the Moffat County Landfill is currently open Monday thru Saturday from 8:30 a.m. to 5:30 p.m.; and

WHEREAS, the Moffat County Landfill wishes to close on December 24, 2020 to allow the Landfill employees to spend the holiday with their families. Employees scheduled to work December 24, 2020 at the Landfill may use either annual leave or comp time to cover the remainder of their shift.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners approves allowing the Moffat County Landfill to close on December 24, 2020.

Ray Beck, Chair
State of Colorado)
)§ County of Moffat)

ADOPTED, this 22nd day of December, 2020.

I, Tammy Raschke, County Clerk and Ex-Officio to the Board of County 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 22nd day of December, 2020.

(Deputy) Clerk and Ex-Officio to the County Commissioners, Moffat County, State of Colorado, Tammy Raschke