

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W. Victory Way Craig, Colorado 81625
(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, February 13, 2024

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) Jan 23 (pgs 3-6); Feb 1 – Special Meeting (pg 7)

Resolutions:

- b) 2024-18: Payroll (pg 8)
- c) 2024-19: Transfer of Intergovernment Funds for the month of January 2024 (pg 9)
- d) 2024-20: Voided Warrants Resolution for February 2024 (pg 10)
- e) 2024-21: Payment of Warrants for December 2023 (pg 11)
- f) 2024-22: Accounts Payable (pg 12)
- g) 2024-23: Payroll (pg 13)

Contracts & Reports:

- h) Annual Stormwater Reports (13) (pgs 14-16)
- i) Annual Reaffirmation of Colorado Works Program Memo of Understanding (pgs 17-24)
- j) Treasurer's Report (pgs 25 & 26)
- k) Ratification of Letter of Commitment for Partnerships for Success grant (Department of Public Health) (pg 27)
- l) Renewal of Liquor License for Yampa Valley Golf Course (pg 28)
- m) Department of Public Health Building Access Policy (pgs 29-32)
- n) Department of Public Health HIPAA Policy and Confidentiality Agreement (pgs 33-35)
- o) CO Works Life Skills Services contract w/Prather Productions (pgs 36-42)

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

Public Comment/General Discussion:

- 1) Board of County Commissioners
 - Appoint Airport Advisory Board seat (pgs 43)



11:13 AM 2/12/2024

- 2) - Resolution 2024-24: Resolution Ratifying By-Laws of the Moffat County Local Marketing District - adopted on February 8, 2024 (pgs 44-54)

8:45 am

Public Hearing:

- 3) Sheriff's Office – Chip McIntyre
- Ordinance 2024-0326: Adoption of Model Traffic Code (First Reading) (pgs 55-59)
- 4) Planning & Zoning – Candace Miller
- Lazarus application for Exemption from Subdivision Regulation – E-24-01 (pgs 60-63)

Staff Reports:

- 5) Office of Development Services – Neil Binder
- Final Release of Retainage for BHI (pg 64)

Adjournment

The next scheduled BOCC meeting will be Tuesday, February 27, 2024 - 8:30 am

Moffat County's YouTube link to view meeting:

https://youtube.com/live/0K9aAeyzx_g

OR

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

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

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



11:13 AM 2/12/2024

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

January 23, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Carol Haskins; Tracy Winder; Neil Binder; Dan Miller; Angie Boss; Ashley Dishman; Kristin Grajeda; Jeff Comstock; Chip McIntyre; Todd Wheeler; Rachel Bower

Call to Order
Pledge of Allegiance

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) January 9; January 16 – Special Meeting

Resolutions:

- b) 2024-12: Resolution for Payment of Payroll Warrants
- c) 2024-13: Transfer of Intergovernment Funds for the month of December 2023
- d) 2024-15: Payment of Warrants for the month of December 2023
- e) 2024-16: Accounts Payable
- f) 2024-17: Purchase Cards

Contracts & Reports:

- g) Road & Bridge Department contract w/Axis Steel for pick-up & disposal of Scrap Metal
- h) Annual HUTF Report
- i) Memo of Understanding Amendment #1 between CO Department of Early Childhood & Department of Human Services
- j) Letter(s) of Support for Pot Hook Water Conservancy District grant application
- k) Irish Canyon Restrooms Seasonal Cleaning contract w/E. Dana
- l) Yampa Valley Golf Course Board annual change of members & manager
- m) Eligible Governmental Entity agreement between the CO Statewide Internet Portal Authority & Moffat County

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

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

Public Comment/General Discussion:

Tracy Winder questioned if the County is licensing dogs? She also wanted clarification on item M on the Consent Agenda.

Board of County Commissioners

Announce Community Volunteer Board seat appointments (see attached)

- Brad McDermott applied for an open seat on the Employee Retirement Board. This is to complete a four-year term through 2025.
- Michelle Gottschall applied for one of the open seats on the Library Board of Trustees. This is a five-year term.
- Rena Olsen applied for an open seat on the Planning & Zoning Commission. This is to complete a three-year term through 2025.
- Ford Richmond applied for one of the open alternate seats on the Planning & Zoning Commission; this is a three-year term. Both Olsen and Richmond are County residents.

Villard made a motion to approve the volunteer board appointments as presented. Broom seconded the motion. Motion carried 3-0.

Staff Reports:

Road & Bridge Department – Dan Miller

- Request waiving bid process for Waste Tire Recycling at Landfill (see attached)

Miller explained that every year the Landfill is required by the Colorado Department of Public Health & Environment to dispose of the waste tires that they have accumulated over the year. For the last two years, Overton Recycling, out of Meeker, has hauled the tires to their facility and shredded them. These shreds are used for alternative daily cover at the Landfill. Overton hauled off 58 tons of tires last year. Their price has gone up just a little bit, but since they won't be charging us a fuel surcharge this year, it's a wash. The contract is for \$15,000 for 60 tons of tires.

Broom made a motion to approve waiving the bid process for waste tire recycling. Villard seconded the motion. Motion carried 3-0.

- Approve contract with Overton Recycling for Waste Tire Recycling at Landfill (see attached)

Broom made a motion to approve the contract with Overton Recycling for Waste Tire Recycling for \$15,000. Villard seconded the motion. Motion carried 3-0.

- Resolution 2024-14: Authorization for Director of the Moffat County Road & Bridge Department to Sign License Agreements re: Employee Housing (see attached)

This resolution authorizes the Road & Bridge Department Director to sign License Agreements with employees for County-owned housing at remote shop locations.

Villard moved to approve **Resolution 2024-14: Authorization for Director of the Moffat County Road & Bridge Department to Sign License Agreements re: Employee Housing**. Broom seconded the motion. Motion carried 3-0.

Office of Emergency Management – Todd Wheeler

- Request waiving bid process for Search & Rescue Vehicle Tracks (see attached)

Wheeler requested waiving of the bid process for the purchase of a quick install track system for Search & Rescue, Office of Emergency Management or Sheriff's Office vehicles to expedite response time to limited access areas in the winter. This item has been budgeted for, but because there is only one company that manufactures this system and because they are out of Canada, it is necessary to waive the bid process.

Villard moved to approve waiving the bid process for a quick install track system from A&D Boivin Design for \$30,975. Broom seconded the motion. Motion carried 3-0.

Sheriff's Office – Chip McIntyre

- Dog Control Ordinance 2024-0227 – First Reading (see attached)

McIntyre presented **Dog Control Ordinance 2024-0227**, which proposes to repeal any ordinances, amended ordinances, resolutions (or portions thereof) concerning the licensing and control of dogs in Moffat County. The first adopted ordinance concerning the licensing and restraint of dogs was adopted in 1978, and has been amended or added to many times over the years. This ordinance will allow us to repeal all of those and start over. This is the first reading; the ordinance will be published in the newspaper this Friday and posted on the County webpage. A public hearing will be held for the second reading at the BCC meeting February 27. Commissioner Bohrer suggested that we have at least a draft of the resolution that would be proposed to replace existing regulations to present at that time, too.

Villard moved to approve the first reading of **Dog Control Ordinance 2024-0227**, an ordinance repealing any ordinances, amended ordinances, resolutions (or portions thereof) concerning the licensing and control of dogs in Moffat County. Broom seconded the motion. Motion carried 3-0.

Human Resources Department – Rachel Bower

- Present Employment Offer for Veteran Services' Officer position (see attached)

A hiring committee held several interviews on January 17 for the open Veteran's Services Officer position, as current VSO, Ed Wilkinson, is retiring. Bower presented a request to offer the position to Ronald Epplin.

Broom moved to offer the Veteran's Services Officer position to Ronald Epplin. Villard seconded the motion. Motion carried 3-0.

Department of Human Services – Kristin Grajeda

- Request waiving bid process for Core Services Program/Mental Health Services contract
- Approve Addendum to Core Services Program/Mental Health Services contract w/K. Persichtte

Grajeda requested waiving the bid process for an existing Core Services Program/Mental Health Services contract because it has gone over the \$25,000 contract limit. This mental health provider already has relationships established with families/individuals and the department would like to amend the current contract for an additional \$25,000. These services are reimbursed from the state at 100%.

Villard moved to waive the bid process for Core Services Program/Mental Health Services contract. Broom seconded the motion. Motion carried 3-0.

Villard moved to approve the addendum not to exceed \$50,000 to the Core Services Program/Mental Health Services contract w/K. Persichtte. Broom seconded the motion. Motion carried 3-0.

Villard mentioned that they are reassessing the contract process for Department of Human Services that would still allow them to fall under our fiscal responsibility policy, but would not tie their hands for contracts that are reimbursed by the State.

Office of Development Services – Neil Binder

Partial retainage pay on the courthouse to BHI

Binder brought this before the BCC as a transparency issue. We are trying to have BHI finalize some remaining items that need to be completed, but there are multiple subcontractors that have finished their portion of the job and need to be paid their retainage. The amount of this requisition is \$470,780.68, with a remaining \$50,000. Binder explained that retainage is in place to keep contractors honest and keep the quality of work up to a good level. Villard reminded everyone that we didn't get a new building, but retrofitted an old building.

Villard moved to approve the partial retainage pay on the courthouse to BHI in the amount of \$470,780.68. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:01 am

The next scheduled Board of County Commissioners meeting is Tuesday, February 13, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

<https://www.youtube.com/channel/UCOd8avRo294jia2irOdSXzQ>

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

February 1, 2024 – Special Meeting

In attendance: Tony Bohrer, Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder

Commissioner Villard was absent

Call to Order

Commissioner Bohrer called the meeting to order at 11:00 am

Office of Development Services – Neil Binder

- Contract Amendment #2 w/SGLC Consulting /Integrated Demolition & Remediation (see attached)

Binder explained that even though we have an existing contract for the old courthouse demolition with SGLC, who has a sub-contract with IDR for the remediation process, both require special bonds and due to the cost associated with these, they have to team up to cover the entire project. This amendment just holds both companies accountable for their respective parts of the contract and does not change the dollar amount for the project.

Broom moved to approve the Contract Amendment #2 w/SGLC Consulting /Integrated Demolition & Remediation as presented. Bohrer seconded the motion. Motion carried 2-0.

Meeting adjourned at 11:05 am

The next scheduled BOCC meeting is Tuesday, February 13, 2024

Submitted by:
Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-18
PAYMENT OF PAYROLL WARRANTS

Payroll Ending 1/20/2024

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

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

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

Pay Date 2/2/2024

FROM FUND:			
General	0010.7000	\$237,536.36	cr
Road & Bridge	0020.7000	\$172,797.70	cr
Landfill	0070.7000	\$15,557.67	cr
Airport	0120.7000	\$726.96	cr
Library	0130.7001	\$11,357.31	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,516.02	cr
Mo Co Tourism	0320.7000	\$3,184.18	cr
PSC Jail	0072.7000	\$67,128.59	cr
Human Services	0030.7100	\$66,174.12	cr
Public Health	0065.7000	\$13,103.31	cr
SM I	0168.7000	\$3,767.35	cr
SM II	0169.7000	\$4,416.33	cr
TO FUND:			
Warrant	0100.1000	\$602,265.90	dr

Adopted this 13th day of February, A.D. 2024

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

RESOLUTION 2024-19
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF JANUARY 2024

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

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

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
PUBLIC HEALTH	444.42	GENERAL	444.42
TOTALS	<u>\$ 444.42</u>	TOTALS	<u>\$ 444.42</u>

Adopted this 13th day of February, A.D. 2024

Chairman

COUNTY OF MOFFAT)
)§

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of
County Commissioners, County of Moffat, State of Colorado do hereby certify
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 13th day of February, A.D. 2024

Clerk & Recorder

RESOLUTION 2024-20
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF FEBRUARY

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:

2.13.24

TO: WARRANT FUND	10-0000-2003	\$ 500.00	dr
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VOID FUND	WARRANT #	11.28.23	VENDOR NAME	\$	
General	437394	11.28.23	Wendy Nadolyn	\$	250.00
Wrong Amount					
General	437175	10.24.23	Wendy Nadolyn	\$	250.00

FROM: WARRANT FUND	10-0000-1001	\$ 500.00	
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Adopted this 13th day of February, 2024

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

WITNESS my hand and seal this 13th day of February, A.D. 2024

County Clerk & Ex-officio

cr

RESOLUTION 2024-21
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2023 (PRIOR YEAR EXPENSE)

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:

	Check Date:	2/13/2024	
FROM FUND:			
General	110	\$57,480.93	CR 0010.7000
Road & Bridge	200	\$194,464.09	CR 0020.7000
Landfill	240		CR 0070.7000
Airport	260		CR 0120.7000
Emergency 911	270		CR 0350.7000
Capital Projects	510		CR 0160.7000
Conservation Trust	211		CR 0060.7000
Library	212		CR 0130.7001
Maybell Sanitation	610		CR 0280.7000
Health & Welfare	720	\$10,854.39	CR 0080.7000
Senior Citizens	215		CR 0170.7000
Internal Service Fund	710		CR 0325.7000
Lease Purchase Fund	410		CR 0175.7000
NCT Telecom	520		CR 0166.7000
Mo Co Tourism Assoc	219		CR 0320.7000
PSC - JAIL	210	\$5,217.33	CR 0072.7000
Human Sevices	220		CR 0030.7100
Public Health	250		CR 0065.7000
Sunset Meadows I	910		CR 0168.7000
Sunset Meadows I Security	910		CR 0167.7000
Sunset Meadows II	920		CR 0169.7000
Sunset Meadows II Security	920		CR 0171.7000
Museum	229		CR 0310.7000
ACET	275		CR 0040.7000
Shadow Mountain LID	530		CR 0110.7000
MC Local Marketing District	231		CR 0050.7000
To Fund			
Warrant		\$268,016.74	DR

Adopted this 13th day of February, 2024

Chairman

RESOLUTION 2024-22
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF FEBRUARY 2024

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

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

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

	Check Date:	2/13/2024	
FROM FUND:			
General	110	<u>\$192,322.35</u>	CR 0010.7000
Road & Bridge	200	<u>\$101,955.21</u>	CR 0020.7000
Landfill	240	<u>\$13,644.85</u>	CR 0070.7000
Airport	260	<u>\$514.28</u>	CR 0120.7000
Emergency 911	270	<u>\$126.18</u>	CR 0350.7000
Capital Projects	510	<u>\$473,241.18</u>	CR 0160.7000
Conservation Trust	211	<u>\$623.70</u>	CR 0060.7000
Library	212	<u>\$5,889.06</u>	CR 0130.7001
Maybell Sanitation	610		CR 0280.7000
Health & Welfare	720	<u>\$72,618.80</u>	CR 0080.7000
Senior Citizens	215	<u>\$2,135.70</u>	CR 0170.7000
Internal Service Fund	710		CR 0325.7000
Lease Purchase Fund	410		CR 0175.7000
NCT Telecom	520		CR 0166.7000
Mo Co Tourism Assoc	219	<u>\$2,223.32</u>	CR 0320.7000
PSC - JAIL	210	<u>\$14,744.91</u>	CR 0072.7000
Human Services	220	<u>\$6,766.00</u>	CR 0030.7100
Public Health	250	<u>\$9,282.22</u>	CR 0065.7000
Sunset Meadows I	910	<u>\$6,630.23</u>	CR 0168.7000
Sunset Meadows I Security	910		CR 0167.7000
Sunset Meadows II	920	<u>\$27,375.72</u>	CR 0169.7000
Sunset Meadows II Security	920	<u>\$10.20</u>	CR 0171.7000
Museum	229		CR 0310.7000
ACET	275	<u>\$4,830.80</u>	CR 0040.7000
Shadow Mountain LID	530		CR 0110.7000
MC Local Marketing District	231	<u>\$12,337.18</u>	CR 0050.7000
To Fund			
Warrant		<u>\$947,271.89</u>	DR

Adopted this 13th day of February, 2024

Chairman

Summary of Stormwater Renewal Permits – Moffat County Sand & Gravel Pits for the
Colorado Department of Public Health & Environment -2023

Big Burn Pit #17

Brown's Park #1

Cross Mtn. Ranch Pit #1

Limestone Pit #10

Little Snake Pit #26

Lyons Pit #2

Mantle Pit #3

Powderwash Pit #66

Smith Pit #20

State Pit #38

Sweeney Pit #30

Tuttle Pit #1

Villard Pit #2



COLORADO

Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

COG500000 Annual Report Form

Sand and Gravel Mining and Processing

Applicable to Stormwater-only discharges

FOR INTERNAL USE ONLY

Reviewer: _____

Further Review: Yes No

Part A: Permit Identification

General Permit Number: **COG500000**

Facility Certification Number COG50¹⁹⁰¹

Part B: Reporting Period Jan 1 through Dec 31

(Check one. Report due by February 28 of the following year.)

2021 ☐

2022 ☐

2023 ☒

2024 ☐

Part C: Permittee Information

Organization: Moffat County

Mailing Address: P.O. Box 667

City: Craig State: Colorado Zip: 81626

Part D: Facility Information

Facility Name: Big Burn Pit No. 17

Facility Address: 12801 CR 10N

City: Maybell, Moffat County, Colorado 81640

Facility Contact Name: Dan Miller

Title: Director

Telephone No: (970) 824-3211 Ext. 1015

Email Address: dmiller@moffatcounty.net

Part E: Permittee-conducted Inspections

Check the box for which inspection frequency applies to the permitted facility, Part I.J.:

Active Site - 4 inspections annually
(Quarterly)

Inactive Site w/ No Exposure - 2
inspections annually (Spring/Fall)



Inactive Site w/ Exposure - 6
inspections annually (Every 2 months)

Provide the date(s) the inspections were conducted, as required by Part I.J of the permit:

4/18/2023

11/7/2023

If an inspection(s) was not conducted in accordance with the required frequency, attach an explanation of why.



Part F: Required Monitoring (Indicate if the following monitoring is required at the permitted facility. Refer to the facility's permit certification for information on required monitoring.)		YES	NO
- Visual Monitoring (Part I.I.1) (If any of the characteristics in Part I.I.1.b are observed, attach a summary)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- Benchmark Monitoring (Part I.I.2)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- Water Quality Standards Monitoring (Part I.I.3)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- Additional Monitoring Required by Division (Part I.I.4)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Part G: Corrective Actions (Indicate whether any of the following conditions occurred at the permitted facility.)		YES	NO
- An unauthorized release or discharge observed (e.g., spill, leak, discharge of non-stormwater not authorized under COG500000 or another permit);		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- Facility control measures are not stringent enough for the discharge to meet applicable water quality standards;		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- Modifications to the facility control measures are necessary to meet the practice-based effluent limits in this permit;		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- The permittee finds in a facility inspection, that facility control measures are not properly selected, designed, installed, operated or maintained.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- Construction or a change in design, operation, or maintenance at the facility significantly changes the nature of pollutants discharged in stormwater from the facility, or significantly increases the quantity of pollutants discharged;		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- The average of quarterly sampling results as described in Part I.I.2.e of this permit exceeds an applicable benchmark.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to any of the above is "YES," provide a description of the conditions that met the criterion/criteria and describe the corrective action(s) taken (attach additional pages as needed):			
<p>Part H: Required Certification Signature [Reg 61.4(1)(h)]</p> <p>"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."</p>			
Name: Tony Bohrer		Title: BOCC Chair	
Signature:		Date signed:	



MEMORANDUM OF UNDERSTANDING - ANNUAL REAFFIRMATION

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of Moffat County, Colorado.

This Memorandum of Understanding (MOU) is made this 1st day of July, 2022 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Moffat County, Colorado (the "County").

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal "Personal Responsibility and Work Opportunity Reconciliation Act of 1996" thereby adopting the Colorado Works Program ("Works Program") for the purposes of this MOU.

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County's duties and responsibilities in implementing the Works Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

1) MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

- a) The parties agree that the provisions of this MOU constitute compliance with CRS 26-2-715.

2) TERM

- a) The term of this MOU will be from July 1, 2022 through June 30, 2025. This MOU shall be reaffirmed annually through an amendment signed by both parties.

3) REQUIRED DUTIES OF THE COUNTY

- a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).
- b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.
- c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.



COLORADO
Department of Human Services

- d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.
- e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2-712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.
- f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.
- h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.
- k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

4) OPTIONAL OUTCOME MEASURES

- a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues



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regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

5) DUTIES OF CDHS

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

(1) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).

e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.

f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the



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calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

- g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

6) JOINT STATE AND COUNTY DUTIES

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.
- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

7) REMEDIATION PLANS

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

- a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
- b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
- c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;

8) SANCTIONS



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a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:

1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;

b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.

c) The county will not be sanctioned or required to follow a remediation plan if:

1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

a) The process for a sanction or remediation plan against the County by CDHS will be as follows:

1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.
3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.



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b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION

a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.

i) In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before assuming the duties.

b) If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program. CDHS is under no obligation to accept or assume the administration of the Works Program.

i) If CDHS assumes the County's administration and implementation of the Works Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS 26-2-714 for the Colorado Works Program. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717 for the Colorado Works Program

11) DISCRETIONARY MATTERS

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

12) SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

13) INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.



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The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, and for Colorado Works includes, lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

14) NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDHS and the County as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

15) DISPUTE RESOLUTION

a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).

b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;

i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, is non-binding.

ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.

iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

c) None of these options will be a jurisdictional prerequisite to legal action by either party.

Clint Woodruff

Digitally signed by Clint Woodruff
Date: 2023.12.15 11:54:59 -07'00'

Clint Woodruff, Acting Executive Director, State of Colorado Department of Human Services



COLORADO
Department of Human Services

COUNTY OF MOFFAT COLORADO, by and through the BOARD OF COUNTY
COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
JANUARY 01, 2024 THRU JANUARY 31, 2024

FUND	BEGINNING BALANCE	REVENUES----- CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	DISBURSEMENTS----- CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	ENDING BALANCE
GENERAL FUND	32,292,459.12		785,167.85			49,890.75		-24,513.61	-1,236,984.62	31,866,019.49
ROAD & BRIDGE FUND	10,987,138.53		406,144.05		79,483.16			-3,098.04	-710,411.52	10,759,256.18
DEPARTMENT OF HUMAN SERVICES	1,478,451.03		116,584.62						-218,334.49	1,376,701.16
ACET	241,263.46		58,513.60						-11,327.78	288,449.28
MOFFAT COUNTY LOC MKRT DIST	839,198.93		12,156.34							851,355.27
CONSERVATION TRUST FUND	225,480.51		776.47					-7.76		226,249.22
MOFFAT COUNTY PUBLIC HEALTH	886,705.44		32,831.06			50.83			-41,882.92	877,704.41
LANDFILL	1,839,753.30		20,371.88					-140.36	-85,599.79	1,774,385.03
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	723,587.26		124,657.07						-286,181.33	562,063.00
COUNTY HEALTH & WELFARE	3,294,704.99		581,526.08						-191,856.56	3,684,374.51
MEMORIAL REGIONAL HEALTH	564.11						-564.11			0.00
WARRANT FUND - COUNTY	843,675.44					3,303,658.29	-3,735,008.05			412,325.68
SHADOW MTN LOCAL IMPROVE DIST	187,899.89		4,322.36							192,222.25
AIRPORT FUND	328,992.05		25,377.33					-232.13	-53,952.85	300,184.40
PUBLIC LIBRARY	304,825.56		1,894.15					-18.94	-28,556.87	278,143.90
COLO NORTHWEST COMM COLLEGE	9,903.26				9,938.09		-9,903.26			9,938.09
M C SCHOOLS RE#1 - GENERAL	112,681.68				113,567.81		-112,681.68			113,567.81
CAPITAL PROJECTS FUND	3,763,579.34		12,960.38						-242,553.79	3,533,985.93
PUBLIC SAFETY CENTER - CAP PROJ	547.34		.99							548.33
NC TELECOM ESCROW ACCOUNT	255,995.72		881.55						-2,713.53	254,163.74
SUNSET #1 SECURITY DEPOSIT	18,859.16		442.00			368.69			-973.93	18,695.92
SUNSET MEADOWS #1	864,000.75		40,089.60						-120,241.19	783,849.16
SUNSET MEADOWS #2	280,545.51		40,843.10						-34,385.37	287,003.24
SENIOR CITIZENS CENTER - 15	102,887.98		4,487.06						-22,250.34	85,124.70
SUNSET #2 SECURITY DEPOSIT	17,239.79					315.40			-630.18	16,925.01
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	41.29						-41.29			0.00
CITY OF CRAIG	19,940.76				10,414.45		-19,940.76			10,414.45
TOWN OF DINOSAUR	522.95				211.46		-522.95			211.46
CAPITAL FUND - CITY OF CRAIG	1,164.84				1,225.52		-1,164.84			1,225.52
ARTESIA FIRE PROTECTION DISTRICT	244.61				260.17		-244.61			260.17
CRAIG RURAL FIRE PROTECTION DIST	7,298.11				7,739.45		-7,298.11			7,739.45
MAYBELL IRRIGATION	3,783.25				161.31					3,944.56
MAYBELL SANITATION	153,592.73		6,456.91					-64.57	-1,631.07	158,354.00
COLO. RIVER WATER CONSERVATION	1,653.55				1,659.11		-1,653.55			1,659.11
YELLOW JACKET CONSERVANCY DIST.	50.53				53.75		-50.53			53.75
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	0.00									0.00
MOFFAT COUNTY TOURISM -LODGING 19	219,960.05		1,770.49						-59,992.98	161,737.56
INTERNAL SER FUND-CENTRAL-DUP	96,067.73		1,370.06						-576.09	96,861.70
JUNIPER WATER CONSERVANCY DIST.	38,499.66		63.21					-1.63		38,562.24
HIGH SAVERY WATER DISTRICT	0.00									0.00
UPPER YAMPA WATER CONSERVANCY	2,257.78				2,401.41		-2,257.78			2,401.41
911 FUND	708,938.01		17,170.74						-3,246.76	722,861.99
ADVANCE TAXES - REAL ESTATE	60,693.16		136.68							60,829.84
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	393,660.06		387,810.32				-333,860.79			447,609.59
CHECK CHANGE ACCOUNT	0.00		344.22				-344.22			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00									0.00
PAYROLL EFT TAX PAYMENTS	0.00		281,539.10				-281,539.10			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		227,115.69				-227,115.69			0.00
COUNTY SALES & LEASES	0.00		884.04							884.04
MOTOR VEHICLE REGIST.	0.00		3,890.36							3,890.36
2023 TREASURERS TAX DEED	6,165.31						-555.28			5,610.03

2017 TREASURERS TAX DEED	0.00		3,804.60							3,804.60
2010 TREASURER'S TAX DEED	3,712.59									3,712.59
2022 TREASURER DEED'S	1,518.70									1,518.70
GRAND TOTALS	61,838,705.82	0.00	3,202,383.96	0.00	227,115.69	3,354,283.96	-4,734,746.60	-28,076.04	-3,354,283.96	60,505,382.83

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 31st day of January 2024.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioners

Tony Bohrer
Chairperson

Melody Villard

Donald Broom



Colorado Department of Public Health & Environment
Prevention Services Division
4300 Cherry Creek Drive South
Denver, CO 80246

2-6-2024

To Sharon Liu or Marc Morgan,

This is a letter of commitment for the Colorado Department of Public Health & Environment, Prevention Services Division for the SAMHSA Strategic Prevention Framework - Partnerships for Success States Funding Opportunity No. SP-23-003. Moffat County Public Health aligns with the selected Northwest, Health Statics Region (HSR11 - Jackson, Moffat, Rio Blanco, Moffat counties) of Colorado. We are committed to further strengthening and building our capacity to implement substance use/misuse primary prevention services and approaches in our community for youth and young people. According to the Colorado Overdose Dashboard, updated and maintained by the CDPHE, in the past 2 years (2020-2022), Moffat County has lost 19 of its citizens to overdose deaths. This is a crude overdose death rate of 48/100,000, compared to the national crude overdose death rate of 29.6/100,000. By working together and preventing substance use disorder (SUD) in youth, the Northwest region of Colorado can impact these statistics and improve the lives of all affected by SUD in our community.

Sincerely,

Tony Bohrer
Chair, Moffat County Board of County Commissioners

THIS LICENSE EXPIRES

License Fee \$175.00 **April 3, 2025** #HRLL24-01

STATE OF COLORADO COUNTY OF MOFFAT

BY AUTHORITY OF THE BOARD OF COMMISSIONERS

ALCOHOLIC BEVERAGE LICENSE Hotel & Restaurant, Malt, Vinous & Spirituous

This is to certify, That **YAMPA VALLEY BAR & GRILL, LLC, dba YAMPA VALLEY BAR & GRILL** of the State of Colorado, having applied for a license to sell Malt, Vinous & Spirituous Liquors, and having paid to the County Treasurer the sum of One Hundred and Seventy-Five dollars (\$175.00), therefore, the above applicants are hereby licensed to sell **MALT, VINOUS & SPIRITUOUS LIQUORS** containing more than 3.2% Alcohol by weight, **BY THE DRINK, FOR CONSUMPTION ON THE PREMISES AS A Hotel & Restaurant Liquor License with Optional Premises, at 2179 HWY 394, Craig, Colorado** in the County of Moffat, for a period beginning the **3rd day of April, 2024** and ending on the **3rd day of April, 2025**, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Title 44, Articles 4,3, CRS 1973, as amended.

IN TESTIMONY WHEREOF, The Board of County Commissioners has here unto subscribed its name by its officers duly authorized this 13th day of February, 2024

ATTEST

THE BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

CLERK AND RECORDER

CHAIRMAN BOCC



MOFFAT COUNTY PUBLIC HEALTH CLINIC BUILDING ACCESS

1.0 BACKGROUND AND PURPOSE

This policy establishes guidelines for facilitating access to the Moffat County Public Health (MCPH) Clinic on the Moffat County Courthouse grounds. It is necessary that access be carefully and thoughtfully controlled as the Moffat County Public Health contains many forms of private information including Private Medical Information (PMI) and critical identification information such as Social Security numbers, birthdates, and demographics.

2.0 DEFINITIONS

2.1 Building Proctors: Individuals responsible for managing hard key and electronic building access requests to a particular building. A building may have more than one Building Proctor depending on the building. Building Proctors are designated as such by the Moffat County Facilities Maintenance Department (FMD).

2.2 Proctor Authorization: Form used to identify Building Proctor(s) and the space(s) that will be controlled by the proctor. The form also includes the authorizing Department(s) Head's signature. This form will be on file at Facilities Maintenance Department.

2.3 Building Access Request: Form used to grant hard key or electronic card access to individuals. This form must be signed by the appropriate Building Proctor and Department Head before access will be granted.

3.0 POLICY

Access to the Public Health clinic is controlled by a security lock system. The Facilities Maintenance Department (FMD) will maintain oversight and maintenance of all hard keys in use for building and room access. The Moffat County Information Technology department (IT) will maintain oversight for any electronic card access within all facility types. Moffat County Public Health will maintain oversight to all hard keys for protected information files.

Facilities Maintenance will work with Moffat County Public Health to create a satisfactory access system for departmental needs within the framework of this policy and security constraints.

During the hours of 8 a.m. to 4 p.m. M-F, Moffat County Public Health will be accessible to the community. After hours, 4 p.m. to 8 a.m., and on weekends and holidays, MCPH will be locked for safety and security purposes and to keep critical Private Medical Information (PMI) forms secure.

The County Courthouse including Public Health is accessible after hours by electronic access only. Employees may be granted access to the MCPH clinic after hours by following the procedure outlined below.

All persons who are issued building access have a responsibility to keep spaces secure by not granting access to others, propping doors open, or purposefully leaving spaces unlocked. **The loss of a key may result in the re-keying of a portion of the County Courthouse at the expense of the authorizing department or the individual to whom the key was issued as outlined below.**

4.0 Contractor Access:

Public Health may request building access for contractors working within the PH space. During business hours, no contractor will be permitted to work within the MCPH clinic space without Public Health employees being present. This is to protect all critical patient information. If access is requested after hours (8 a.m. to 4 p.m. M-F), the contractor will request entry into the PH clinic space from the Facilities Management department (MCG). Under no circumstance with the contractor be left alone within the PH space without direct supervision.

Public Health Director Signature: _____

Moffat County Commissioner Chair Person Signature: _____

Effective Date: _____

Building Access Request



This form must be signed by the Building Proctor and the Moffat County Public Health Executive Director. Full legal name and department are required. Hand written forms are not accepted.

Last Name _____ First Name _____

Date _____ Department _____

E-mail address _____

Phone _____

Number _____

Additional Information / Reason for requested access _____

The Undersigned has read, signed, and understands Moffat County Public Health's HIPAA policy and confidentiality agreement and agrees to comply with outlined security measures.

I Accept ☐ I Decline ☐

Key Requestor Signature _____

Building Proctor _____ Phone # _____
(Type name)

Building Proctor Signature _____ Date _____

Moffat County Public Health Director signature _____ Date _____



Building Proctor Authorization Form

This form is used to identify Building Proctor(s) and the space(s) that will be controlled by the proctor. Completed forms will be on file at Facilities Maintenance Department.

Department

Name: Moffat County Public Health

Department

Address: 1198 West Victory Way, Suite 110

City/State/Zip Craig, Co, 81625

Department

Head Phone

Number: 970-701-7903

Department

Head Email: sarahcopeland@moffatcounty.net

Moffat County Public Health Building Proctor:

Proctor controlled spaces/access:

- ☐ Electronic Card Access
- ☐ Hard Key Access
- ☐ Hard Key for Protected Information

Moffat County Public Health Department Head

Signature: _____

Building Proctor

Signature: _____



Health Insurance Portability and Accountability Act – Moffat County

Public Health Policy

1. PURPOSE:
 - a. This policy is to ensure the personal health information is protected within Moffat County Public Health.
2. POLICIES:
 - a. All Public Health Employees have signed confidentiality agreements to comply with HIPAA at orientation. These confidentiality agreements will be signed yearly, on or before December 30th of each year.
 - b. All HIPAA PHI is scanned into the V drive that is only accessible to Moffat County Public Health Employees, anything that is not needed to be kept in paper form is shredded within Moffat County Public Health Office.
 - c. For PHI that is needed in paper form, it is placed in locking filing cabinet in the Public Health Directors Office, with keys to filing cabinet stored in a locking key safe behind a secured locking door. Only approved public health employees, will have access to the key safe and code.
3. DEFINITIONS:
 - a. PHI: personal health information
 - b. HIPAA: health insurance portability and accountability act
4. SCOPE:
 - a. All public health employees

Public Health Director Signature: _____

Moffat County Commissioner Chair Signature: _____

Effective Date: _____



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Moffat County Public Health is committed to client confidentiality and complying with HIPAA regulations. Public Health information that may include, but is not limited to, paper, magnetic, optical media, digital, conversations, film, etc, may be considered confidential. Client confidentiality and integrity are to be preserved. The value and sensitivity of information is protected by law and by the policies of MOFFAT COUNTY PUBLIC HEALTH. The intent of these laws and policies is to assure that confidential information will remain confidential and will only be used as necessary to accomplish Moffat County Public Health's mission. As a condition to being allowed access to areas where protected health information (PHI) is available, to a computer or system, and/or being granted authorization to access any form of confidential information identified above, I, the undersigned, agree to comply with the following terms and conditions:

Please read and initial acknowledgement after each entry.

- 1) COMPUTERS – Computers includes desktops, laptops, tablets, smart phones, external memory drives, and jump drives.
 - a) My log-on code is equivalent to my LEGAL SIGNATURE, and I will not disclose this code to anyone or allow anyone to access the system using my log-on code. _____
 - b) I am responsible and accountable for all entries made and all retrievals accessed under my log-on code, even if such action was made by me or by another due to my intentional or negligent act or omission. Client data available to me will be treated as confidential information. _____
 - c) I will not attempt to learn or use another's log-on code. I will not access any online computer system using a log-on code other than my own. _____
 - d) I will not access or request any information I have no responsibilities for. _____
 - e) In addition, I will not access any other confidential information, including personnel, billing, or private information. _____
 - f) If I have reason to believe that the confidentiality of my user log-on code/password has been compromised, I will immediately change my password and notify the Human Resources (HR). _____
 - g) I will not leave a secured computer application unattended while signed on. _____
 - h) I will log off and power down my computer at the end of my work day. _____
 - i) I will comply with all policies and procedures and other rules of the Moffat County Public Health relating to confidentiality of information and sign-on codes. _____
 - j) I understand that my use of the system will be periodically monitored to ensure compliance with this agreement. _____
 - k) I will utilize a HIPAA coversheet for any hard copy records, containing PHI, that have to potential to be visualized while in use _____
- 2) INFORMATION
 - a) I will not disclose PHI or other information that is considered proprietary, sensitive, or confidential unless there is a need to know basis. _____
 - b) I will not disclose any confidential information unless required to do so in the official capacity of my employment or contract. _____
 - c) I also understand that I have no right or ownership interest in any confidential information. _____
 - d) I will limit distribution of confidential information to parties with legitimate need for the information. _____
 - e) I agree that disclosure of confidential information is prohibited indefinitely, even after termination of employment or business relationship, unless specifically waived in writing by the authorized party. _____
 - f) I agree to use encryption or authorized secured systems to transmit all electronic confidential information. _____

- g) I agree not to remove confidential or protected information from the physical premises without appropriate approval or authorization. _____
- h) I agree that I am solely responsible for safeguarding all forms of confidential information in my possession from both intentional and unintentional disclosures. _____
- 3) CELL PHONES & SMART PHONES - I will use discretion when using my cell phone to discuss PHI and only when other more confidential means of communication is not possible. I will protect any confidential information that is on my SMART PHONE. Using authorized encryption software or utilizing a password to restrict access use of the phone _____
- 4) DISCLOSURES - In the event I become aware of either an intentional or unintentional disclosure, I will immediately notify the HR. _____
- 5) ACCESS - I will not allow anyone to access the building using my access badge. I will not allow access to the building or to any HIPAA area inside the building to anyone who does not have a work related reason for access. I will not attempt to use another's access badge. I will access only areas in which I have a work related reason to access. _____
- 6) TERMINATION - This agreement shall survive the termination, expiration, or cancellation of this agreement. Upon termination or upon request I agree to immediately forfeit all confidential information in my possession and sensitive equipment such as laptops, computers, computer disc or CD, keys, and badges. _____
- 7) SANCTIONS - I further understand that if I violate any of the above terms, I may be subject to disciplinary action, including discharge, loss of privileges, termination of contract, legal action for monetary damages or injunction, or both, or any other remedy available to Moffat County Public Health. _____

Please print

Name: _____ Date: _____

Signature: _____ Agency/Employer: _____

Reason (If not an employee of MCPH):

Name of MCPH employee/department working with (If applicable):

Witness: _____ Date: _____

**PURCHASE OF SERVICE CONTRACT
COLORADO WORKS PROGRAM
Prather Productions
January 1, 2024 – December 31, 2024**

1. THIS CONTRACT, made this 1st day of January, 2024, by and between the Moffat County Department of Human Services, hereinafter called "County" and **Prather Productions**, P.O. Box 415, Craig, CO 81626, hereinafter called "Contractor."
2. This contract will be effective from January 1, 2024 until December 31, 2024, and may be extended through December 31, 2024, dependent upon grant funding and mutual agreement by the County and Contractor.
3. County agrees to purchase and Contractor agrees to provide Life Skills Services pursuant to this Contract as specified below and shall not exceed Seventeen Thousand Eight Hundred and Twenty Dollars and no cents (\$17,820.00) through December 2024 (Exhibit F), specific to the eligible population as listed below. Similar contractual services provided to other populations or referred by other agencies and programs to the Contractor may not be billed under this Contract.
4. Purposes:
 - Provide one-on-one support to assist individuals in identifying missing life skills that impact their ability to achieve long-term self-sufficiency.
 - Assist individuals in developing a plan and identify resources and tools to address and overcome challenges as identified.
 - Promote healthy relationship and financial outcomes, enabling individuals to enrich the lives of their family and reduce or eliminate utilization of public assistance programs.
5. Scope of Work:
 - What
 - Provide to approximately 10 families individual sessions to identify and resolve challenges and behaviors that sabotage individual's ability to become self-supporting and stabilize healthy family units.
 - Why
 - Increase independence and opportunities while strengthening family structures.
 - Who
 - TANF eligible populations including those at or below \$75,000 annual income.
 - Target Population
 - Individuals with long-term program participation and those who declare or demonstrate an inability to attain and/or maintain self-sufficiency.
 - Eligibility Criteria
 - Current participants of Colorado Works Basic Cash Assistance having met all eligibility criteria.
 - Non-Colorado Works recipients who attest (Exhibit E) they are citizens or legal residents with dependent children and at or below \$75,000 annual income, including people who transition out of the Colorado Works Basic Cash Assistance program. Survey will be retained by the County.

- How/When/Where
 - Individualized Class Plans (Exhibit B) will be established between the provider and participant following the initial assessment, utilizing the participant's initial Colorado Works Stepping Stones to Success (Exhibit A) as available and appropriate.
 - Life skill activities identified by the assessments and outlined on the action plans in these areas: Family Stability, Well-Being, Financial Health and Legal, Education/Training, Employment and Career Pathway. Specific activities may include, but are not limited to referrals to parenting classes, support for building healthy and sustainable relationships, budgeting assistance and training, establishing routines/schedules, nutrition (meal planning, shopping list, meal preparation).
 - Life Skills Services at a cost of \$90.00 per hour of service
 - No shows: No-shows are defined as not notifying the Contractor that they will not attend an appointment prior to 7:00 a.m. the day of the appointment. After 1 "no show," participant, case manager and contractor shall meet to decide whether to continue and make new commitments. After 2 "no shows," the same group will convene again to reconsider next steps, likely resulting in the participant's termination from the Contractor's program.
 - Report writing at \$90.00 per hour.
 - Class planning at \$90.00 per hour.
 - The county will reimburse \$90.00 each for no-show appointments, up to 3 occurrences.
 - Based upon the participants' need and availability, sessions may be provided at the individual's home, the County Department of Human Services, or another appropriate location.
 - Individuals will have the opportunity to explore and identify challenges they are experiencing that prevent sustained self-support and reoccurring crises.
 - Therapeutic tools, resources, and hands-on support through direct service and referral will be offered to assist individuals in establishing and reaching goals for self-support. The Contractor will send requests for these supports to the County for approval.
- TANF Purpose – Define which of the four purposes of TANF is being met (one or more)
 - Provide assistance to needy families so that children can be cared for in their own homes.
 - Reduce the dependence of needy parents by promoting job preparation, work and marriage.
 - Prevent and reduce the incidence of out-of-wedlock pregnancies.
 - Encourage the formation and maintenance of two-parent families.

6. Outcomes and Measurements

- Each family has an Individualized Action Plan in their file.
- All families will make progress monthly on the goals identified on their Stepping Stones Assessment (Exhibit A). Each family served will increase on at least one Stepping Stones to

Success area quarterly, moving up the Stepping Stones to Success scale. The Contractor will document progress towards that motion monthly.

- This will be measured at initial referral, monthly, and annually or at the end of the contract term using Stepping Stones to Success tool.
 - Participants referred will complete the initial assessment through the County. Colorado Works participants will be re-assessed by the County and non-Colorado Works by the Contractor based upon the referenced schedule. A copy of the completed assessments will be shared between the County and Contractor.
- More than 25% of families served will receive fewer public benefits one year from date of referral. The County will determine this by reviewing the SNAP, Medicaid, Colorado Works, and other benefits received in the month they were referred to the Contractor and one year later.

7. County agrees:

- a. To determine eligibility.
- b. To provide Contractor with authorization regarding eligibility as the basis for services to be purchased.
- c. To provide Contractor with a signed release of information (Exhibit G).
- d. To provide Contractor with referral information including name, address and phone number of family, and educational information as appropriate to the referral.
- e. To provide Contractor with a copy of the Stepping Stones to Success for each referral and re-assessments and charting of progress.
- f. Make available additional referrals, support and services to participants when a need is identified and appropriate as outlined in the County Policy, and funding is available.
- g. Review monthly reports received to evaluate:
 - i. Did each family receive services?
 - ii. Do the services and skills taught match with one on their Stepping Stones to Success goals?
- h. To provide office space for meetings at no charge with a minimum of 2 weeks advance notice.
- i. To monitor the provision of contracted service.
- j. To pay Contractor after timely receipt of billing statements according to Paragraph 8 for services rendered satisfactorily and in accordance with this Contract. Due to county payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Billing and Payment

- Invoice due date by the 7th of each month; reimburse allowable expenditures and no prepayments.

9. Contractor is an independent contractor and shall not be deemed to be an employee of the County for any purpose. Contractor shall provide all materials necessary to perform all services to be provided as described herein. The Contractor is expected to perform the duties at its own expense, receiving no additional reimbursements for expenses without prior approval from the County (i.e.,

computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.). In addition, the Contractor is responsible for all employment expenses of its employees, including tax withholding, worker's compensation, unemployment, retirement, health insurance and other related costs.

10. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies.

Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services were authorized by County as described in Paragraphs 7 and 8.

11. Contractor agrees:

- a. Not to assign any provision of this Contract to a subcontractor.
- b. Not to charge participants any fees related to services provided under this Contract.
- c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 7th working day of the month following provision of service. Failure to do so may result in nonpayment.
- g. To safeguard information and confidentiality of those served in accordance with the rules of the Colorado Department of Human Services, the County Departments of Human Services, and the laws of the United States and State of Colorado.
- h. To provide County with reports on the provision of service as follows:
 - a. Within two (2) weeks of enrollment/participation, a Class Plan for the family with specific objectives and target dates must be provided to the County. The Contractor's Class Plan must support the Colorado Works Stepping Stones to Success.
 - b. Notify the County within 2 business days of any missed appointments or individual's refusal to participate.
 - c. On or before the 7th of each month, provide the County with the Monthly Activity Summary (Exhibit C) and Invoice (Exhibit D) and individual reports to include days/hours participating in an activity, progress, and barriers in achieving provisions of the plan. Submit all initial, monthly, and annual (or

term-end) Stepping Stones to Success for all families served in the previous month.

- i. When the participant does not move up the scale in one or more of the focus areas, the Contractor will provide documentation of what progress was made towards advancing up the scale.
 - ii. Together, the County and Contractor will evaluate to determine ongoing services and terminate as appropriate.
- i. To provide any duly authorized representative of the Department or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
 - j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.
 - k. To have the knowledge, experience, and expertise to provide the services listed.
 - l. To provide for and include supplies, travel, training, or other expenses in the rates listed above, and not to bill the County in excess of the hourly rates.
 - m. Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with Section 8-40-101 and 8-70-101, *et. seq.*, as amended;

Professional Liability Insurance: \$1,000,000 per claim and \$1,000,000 aggregate.

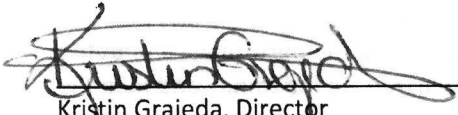
If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance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

All insurance shall be issued by Company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Agreement, executed by the Contractor, are delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

12. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

CONTRACTOR


Kristin Grajeda, Director


Diane Prather, Prather Productions

DATE: 2/6/2004

DATE: 1/30/24

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

Chairperson

DATE: _____

Moffat County Department of Human Services
Prather Productions
Contractual Budget
Exhibit F

Colorado Works and other TANF Eligible Participants – Expected Participation	10 families per year
Usage – Anticipate 2, one-hour sessions per month	180 per year (10 participants x 18 sessions)
Contract development beginning in January expiring in December with the option to extend.	
Monthly Report Writing/Billing	12 (1 hour per month)
	Total Hours – 192
	Hourly Rate – \$90.00
	Total – \$17,280.00
+6 No-Shows per year	\$540.00 (6 x \$90.00)
Total Budget	\$17,820.00

CFMS Coding 1850-4210

Erin Miller

From:
Sent: Tuesday, February 6, 2024 1:28 PM
To: Erin Miller
Subject: Airport Board

Hello, my name is Darryl Willshire, I am interested in the open position on the airport board. I have spoken with Candace Miller about the position.

Thank you
Darryl Willshire

This appointment would complete an unfinished term through December of 2025

RESOLUTION NO. 2024 - 24

**A RESOLUTION RATIFYING BYLAWS OF THE
MOFFAT COUNTY LOCAL MARKETING DISTRICT ADOPTED ON FEBRUARY 8, 2024**

WHEREAS, on the 8th day of February, 2024, the Board of Directors of the Moffat County Local Marketing District (“MCLMD”) voted to revise the Bylaws of the MCLMD and has provided the revised Bylaws to the clerks of the three entities consisting of the City Council of Craig, the Board of County Commissioners of Moffat County, and the Town Council of Dinosaur for ratification as required by its current Bylaws; and

WHEREAS, the governing bodies of the City of Craig, the Town of Dinosaur and Moffat County are to ratify any changes in the Bylaws for the MCLMD, and

WHEREAS, the Board of County Commissioners of Moffat County, acting as a member of the combination of local governments required to ratify a change in the Bylaws for the MCLMD, finds it is appropriate to ratify the revised Bylaws adopted by the MCLMD on February 8, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, COLORADO:

The Bylaws of the Moffat County Local Marketing District which were adopted by the Board of Directors for the Moffat County Local Marketing District on February 8, 2024, are hereby ratified by the Moffat County Board of County Commissioners, Moffat County, Colorado.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chair

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Erin Miller, Deputy Clerk 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 seal of the County this 13th day of February, 2024.

Erin Miller, Ex-Officio to the Board of County
Commissioners, Moffat County, State of Colorado

BYLAWS OF THE
MOFFAT COUNTY LOCAL MARKETING DISTRICT

ARTICLE 1

General Provisions

Section 1

NAME: This organization is formed in the State of Colorado under the Local Marketing District Act, specifically Part 1 of Article 25, Title 29, Colorado Revised Statutes (hereinafter "C.R.S.") ("the Act") and is known as the Moffat County Local Marketing District ("the LMD" or "MCLMD").

Section 2

PURPOSE: The purposes of the MCLMD are as follows:

Vision: The MCLMD funding will help promote Moffat County as a premier recreation – tourism destination as well as a desirable business friendly location for those that enjoy a varied outdoor lifestyle with a western atmosphere.

Mission: The MCLMD will support, enhance, encourage and develop programs that lead to economic diversification by increasing business retention, development and recruitment in Moffat County that will in turn increase tourism, including funding for special events.

DEFINITIONS: When used in these Bylaws, the following words, terms and phrases shall have the following meaning:

- a. The term "District" or "Local Marketing District" or "LMD" shall mean the MOFFAT COUNTY LOCAL MARKETING DISTRICT, a local marketing district formed under the provisions of C.R.S. Section 29-25-101 *et seq.* The District is an entity of its own but is governed by the Three Entities whose elected officials are all members of the "Ex Officio Board" when convened as described in Article II, Section 8.
- b. The phrase "the Three Entities" shall mean the Moffat County Board of County Commissioners, the City of Craig City Council and the Town of Dinosaur Town Council. Each of those shall be known in the singular as an "Entity".
- c. "Board Member" means an individual appointed to the Board of the LMD.

- d. Colorado Open Meetings Law as defined in C.R.S. 24-6-401.

Section 3

BUSINESS OFFICE: The principal office of the District shall be designated from time to time by the Board, but initially the office shall be the office of the Moffat County Commissioners.

ARTICLE II

Board of Directors

Section 1

COMPOSITION: The Board of Directors shall consist of seven (7) Members appointed by Three Entities. Moffat County Board of County Commissioners shall appoint three (3) Members. The City Council for the City of Craig shall appoint three (3) Members. The Town Council for the Town of Dinosaur shall appoint one (1) Member.

Section 2

QUALIFICATIONS FOR BOARD APPOINTMENT: A person shall be considered for appointment to the Board if they have the following qualifications:

- a. Be a resident of or property owner in Moffat County, Colorado;
- b. View the County as one interdependent and interconnected economic system; and
- c. Each Entity can choose other criteria as that Entity deems if important.

Section 3

TERM: Except as provided in Section 4 of this Article II pertaining to the initial staggering terms, each Board Member shall serve a term of three (3) years. Any Board Member is eligible for re-appointment at the discretion of the Board who appointed the Board Member. Otherwise, there shall be no maximum number of terms that a Board Member may serve.

Section 4

FIRST BOARD: The first Board shall be appointed by the Three Entities with staggering terms, as outlined below, and shall meet the qualification requirements of Section 2 above. The appointments of Board Members shall be as follows:

- a. The City of Craig shall appoint one Member to serve a three (3) year term, one Member to serve a two (2) year term, and one Member to serve a one (1) year term.

- b. The Town of Dinosaur shall appoint one Member to serve a three (3) year term.
- c. Moffat County shall appoint one Member to serve a three (3) year term, one Member to serve a two (2) year term, and one Member to serve a one (1) year term.

Section 5

VACANCY: When there is a vacancy on the Board, the Entity whose position is vacant shall make an appointment to fill the vacancy for the remaining term of that vacant position within 90 days.

Section 6

RESIGNATION: A resignation by a Board Member shall occur after the Board Member gives notice of resignation to the Board President and the Entity that appointed the Board Member. It is requested that a resigning Board Member give two weeks notice. A vacancy created by such a resignation shall be filled in accordance with Section 5.

Section 7

REMOVAL OF BOARD MEMBER: Any Member may be removed from the Board in accordance with the provisions of C.R.S. Section 29-25-108(1)(e) for “inefficiency”, neglect of duty” or “misconduct in office”. Each Entity in its sole discretion may make the determination of whether a Board Member appointed by the Entity is subject to removal under any of these criteria. Missing 3 consecutive Board Meetings without good cause shall be considered neglect of duty.

Section 8

EX OFFICIO BOARD OF DIRECTORS. Until the first Board of Directors is appointed and at any time during the duration of the District, the Three Entities shall act by virtue of the Ex Officio Board of Directors which shall consist of all the elected board members of the Three Entities. The Three Entities may convene the Ex Officio Board at any time that is deemed necessary for the continued governance of the District.

ARTICLE III

Duties of the Board

Section 1

GENERAL STATEMENT: The activities and affairs of the Moffat County Local Marketing District shall be managed and carried out by and under the direction of the Board. The Members shall have the specific powers and duties as set forth in these Bylaws and in the Act, subject to the delegation of authority by the Three Entities who have ultimate powers and authority.

Section 2

ADOPTION OF BUDGET AND OPERATING PLAN: The Board shall annually adopt a budget and Operating Plan for each calendar year prior to September 30. A copy shall be sent by the Secretary of the District to each of the Three Entities no later than September 30 of each year. Pursuant to C.R.S. § 29-25-110, each of the Three Entities shall approve or disapprove of the Operating Plan within thirty days after receipt of such operating plan and all requested documentation relating thereto, but not later than December 5 of the year in which such documents are filed. The Three Entities may require the District to supplement the District's Operating Plan or budget where necessary.

Section 3

REPORTING: The Board shall provide a written report on a quarterly basis to the Three Entities. The Board shall issue an Annual Report no later than February 28 of the following year.

Section 4

REGULAR MEETINGS: The Board shall meet once each month and shall determine the specific dates and times of meetings. The meetings will be held within Moffat County, including in the Town of Dinosaur on occasion, at a place to be determined by the Board. The Board will comply with the Colorado Open Meetings Law in the conduct of its meetings. The Board President may reschedule a regular meeting at least 24 hours before the regular meeting.

Section 5

SPECIAL MEETINGS: The Officers or any two (2) Board Members may call a special meeting by giving at least 72-hours advance notice to each Member and by posting such meeting pursuant to the Colorado Open Meetings Law.

Section 6

QUORUM AND VOTING: A quorum shall exist when at least four (4) members are present at any regular or special meeting. Action shall occur by the vote of a simple majority of those Members present at each meeting. In the event that a quorum of the Board is not present at any meeting, the meeting shall be adjourned until such time as quorum may be present. The next meeting will be the next scheduled regular meeting unless a special meeting is called for and notice of such meeting is given to all Board Members. Board Members may appear at and participate in meetings by conference call or by video-conference provided all Board Members may hear each other and communicate. The President shall vote on all matters before the Board. There shall be no voting of Members by proxy or assignment.

Section 7

FINANCIAL POLICIES: The Board shall adopt and follow acceptable financial practices, which provide transparency and accountability for the financial affairs of the District. Moffat County shall be the fiscal agent for the District and shall provide financial account services to the Board. The Board is entitled to apply for and receive grant money as well as donations, which are acceptable forms of revenue in addition to the revenues generated by the tax levy.

Section 8

COMPENSATION: Board Members may receive reimbursement of reasonable mileage and travel expenses.

Section 9

CONFLICTS OF INTEREST: Any Board Member, Officer or Employee who may be associated with other entities which have interests adverse to the interests of the District, shall not disclose or use confidential information received as a Member in a manner contrary to the District's interests without approval of the Board. A Board Member shall disclose any potential conflicts of interest to the Board and recuse himself or herself from any discussions, actions or votes regarding the conflicting matters. Each year all Board Members, Officers and Employees will sign a written statement disclosing any conflicts and agreeing to adhere to the conflicts of interest policy of the District.

ARTICLE IV

Officers

Section 1

OFFICERS: The Officers of the District shall be President, Vice President, Secretary, and Treasurer as well as any other appointments that the Board deems appropriate.

Section 2

ELECTION OF OFFICERS: At the first meeting after each annual appointment of Members, the Board shall elect the Officers. Each Officer so chosen shall hold office for one year or until their successor is appointed. Officers cease to act in such capacity if they are removed from the Board or otherwise cease to act, or if they resign as an Officer or from the Board.

Section 3

DUTIES OF THE OFFICERS: The duties of the Officers shall be as follows:

- a. President: The President shall be the principle executive officer of the Board and shall
 1. Be the principle Officer of the Board and shall approve agendas and chair meetings of the Board of the District;
 2. Sign all notes, contracts or other legal instruments which the Board has approved or otherwise authorized to be executed, including anything of a ministerial nature which is required by statute or these Bylaws;
 3. Be a signatory to sign all checks or other orders for payment to of the District unless otherwise provided for in the Financial Policy of the Board; and
 4. Perform all duties incidental to the office of President and such other duties as my be prescribed by the Board from time to time.
- b. Vice President: The Vice President shall assist the President and the Board and shall perform such duties as may be assigned by the President or the Board. In the absence of the President, the Vice President shall have all the powers and perform all the duties of the President.
- c. Secretary: The Secretary may be a Board Member or may be a nonmember of the Board appointed by the Board to act in such capacity. The Secretary shall:
 1. Keep or cause to be kept the recording and preparation of minutes of all meetings of the Board and that such minutes are made available for to the public;

2. See that all notices of meetings and other notices are duly given in accordance with the Act, these Bylaws and the Colorado Open Meetings Law; and
 3. In general perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned by the President or the Board
- d. Treasurer: The Treasurer shall provide the following duties in his or her role as Treasurer:
1. coordinate with the fiscal agent to keep full and accurate account of receipts and disbursements in books belonging to the District;
 2. request disbursements of funds from the fiscal agent for the District as ordered by the Board of Directors after taking proper vouchers for such disbursements.

Section 4

LIABILITY OF DIRECTORS, OFFICERS AND EMPLOYEES. To the fullest extent permitted by law, the Directors, Officers and employees shall not be liable for any of the Board's obligations or for any act or failure to act by the Board. Nothing in these Bylaws shall constitute a waiver of any and all rights and protections from liability of governmental entities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, or from sovereign immunity in general.

The Board shall purchase and maintain insurance of a sufficient level on behalf of its Directors, Officers and employees against any liability asserted against or incurred by such Directors, Officers and employees.

Section 5

INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES. The District shall defend, hold harmless and indemnify any Director, officer, agent or employee, against any tort or liability, claim or demand, without limitations, arising out of any alleged act, error or omission occurring during the performance of official duty, as more fully defined by law. The provisions of this Section shall be supplemental and subject to and to the extent of any inconsistency therewith, shall be modified by the provisions of the Colorado Governmental Immunity Act, 24-10-101, *et seq.* C.R.S. Such indemnity shall extend to and include the payment by the District of all costs, expenses (including attorney fees), damages, and penalties incurred by any Director, officer, agent, or employee against whom any such claim or demand has been made, EXCEPT that the District shall not indemnify any Director, officer, agent or employee with respect to any act or omission which is a crime or with respect to any willful and wanton act.

ARTICLE V

General Powers

Pursuant to C.R.S. 29-25-111. General Powers of the District

- (1) The district has the following powers, except as limited by the operating plan:
 - (a) To have perpetual existence;
 - (b) To have and use a corporate seal;
 - (c) To sue and be sued and be a party to suits, actions, and proceedings;
 - (d) To enter into contracts and agreements, except as otherwise provided in this article, affecting the affairs of the district, including contracts with the United States and any of its agencies or instrumentalities;
 - (e)
 - (I) To provide any of the following services within the district:
 - (A) Organization, promotion, marketing, and management of public events;
 - (B) Activities in support of business recruitment, management, and development;
 - (C) Coordinating tourism promotion activities.
 - (II) No revenue collected from the marketing and promotion tax levied under section 29-25-112 may be used for any capital expenditures, with the exception of tourist information centers.
 - (f) To have the management, control, and supervision of all the business and affairs of the district and of the operation of district services therein;
 - (g) To appoint an advisory board of owners of property within the boundaries of the district and provide for the duties and functions thereof;
 - (h) To hire employees or retain agents, engineers, consultants, attorneys, and accountants;
 - (i) To adopt and amend bylaws not in conflict with the constitution and laws of the state or with the ordinances of the local government affected for carrying on the business, objectives, and affairs of the board and of the district; and

- (j) To exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this article. Such specific powers shall not be considered as a limitation upon any power necessary or appropriate to carry out the purposes and intent of this article.

ARTICLE VI

Amendments, Maintenance and Dissolution

Section 1

AMENDMENTS: These Bylaws are adopted by the Three Entities acting as the initial board of the District. After the new Board has been appointed and is operating as the Board for the District, the Bylaws may be amended by a supermajority of the Board which is described as at least five of the seven board members. Any changes to the Bylaws must be ratified by each of the Three Entities prior to becoming effective.

Section 2

MAINTENANCE OF RECORDS: Every Member of the Board and the Three Entities shall have all the rights of inspection of the records of the District.

Section 3

SUNSET PROVISION: The authority of the District to collect tax revenues shall end on December 31, 2025, by virtue of a sunset provision in the ballot measure approved by the registered electors on November 3, 2015. If the authority is extended through a subsequent ballot measure, then the District will continue beyond that date. Upon ceasing to have revenues that Three Entities will direct the Board to wind down the District and upon completion of the mission and activities of the Board, the District will be dissolved.

Section 4

DISSOLUTION: Upon the dissolution of the LMD, all records, assets and property of the LMD will be placed in the custody of the fiscal agent on behalf of the Three Entities.

Unanimously Adopted at the February 8th Regular meeting of the Moffat County Local Marketing District 2024 by all five members present.

ADOPTED: Moffat County Local Marketing District

By: _____ Date: _____, 2024

Name: _____ Title: _____

Approval ratified by each member of the Ex-Officio Board of Directors on the following dates:

APPROVED: Board of County Commissioners Moffat County

By: _____ Date: _____, 2024

Name: _____ Title: _____

APPROVED: City Council City of Craig

By: _____ Date: _____, 2024

Name: _____ Title: _____

APPROVED: Board of Trustees of the Town of Dinosaur

By: _____ Date: _____, 2024

Name: _____ Title: _____

ORDINANCE NO. 2024-0326

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT, COLORADO

AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE COUNTY OF MOFFAT, COLORADO; ADOPTING BY REFERENCE THE 2020 EDITION (REVISION 2: DATED JULY 7, 2021) OF THE "MODEL TRAFFIC CODE"; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT COLORADO:

WHEREAS, § 30-15-401(1)(h), C.R.S., authorizes a Board of County Commissioners to adopt ordinances which control and regulate the movement and parking of motor vehicles on public property; and

WHEREAS, § 42-4-110(1), C.R.S., authorizes all local authorities, including counties, to adopt by reference all or any part of a model traffic code; and

WHEREAS, the Board of County Commissioners has previously adopted Moffat County Ordinance 05-001, "An Ordinance Pertaining to the Control and Regulation of the Movement and Parking of Motor Vehicles on Public Property in Moffat County" and Ordinance No. 13-04, entitled "'An Ordinance for the Regulation of Traffic by the County of Moffat, Colorado; Adopting by Reference the 2010 Edition of the "Model Traffic Code"; Repealing All Ordinances and Resolutions in Conflict Therewith; and Providing Penalties for Violation Thereof", and desires to replace those Moffat County Ordinances with the 2020 "Model Traffic Code for Colorado", (Revision 2: Dated: 7/7/2021); and

WHEREAS, the Board of County Commissioners finds that the adoption of a revised traffic Ordinance that incorporates by reference the 2020 Model Traffic Code for Colorado (Revision 2: Dated: 7/7/2021) is in the best interests of the public health, safety, and welfare of the citizens of Moffat County. Thus, the Board of County Commissioners desires to adopt this Ordinance establishing consolidated traffic enforcement and establishing the current authorities and priorities thereof on which Moffat County will rely, hereby superseding and revoking all prior ordinances and resolutions inconsistent or overlapping herewith; now, therefore,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT as follows:

Section 1. Adoption.

Pursuant to part 4 of article 15 of title 30, C.R.S., there is hereby adopted by reference the 2020 edition of the "Model Traffic Code" (Revision 2: Dated: 7/7/2021); promulgated and published as such by the Colorado Department of Transportation, Traffic Engineering and Safety Branch, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for Moffat County. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein

are now filed in the office of the Clerk and Recorder of the County of Moffat, Colorado, and may be inspected during regular business hours.

Section 2. Deletions.

The 2020 edition of the Model Traffic Code (Revision 2: Dated 7/7/2021) is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to this county and are therefore expressly deleted:

The definition for "Automobile" in (8) of the Appendices on page 174 of said Code is deleted.

Section 3. Additions or Modifications.

The said adopted Code is subject to the following additions or modifications:

The definition of "Vehicle" is modified. "Vehicle" means a device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. "Vehicle" includes, without limitation, a bicycle, electrical assisted bicycle, or EPAMD, but does not include a wheelchair, off-highway vehicle, snowmobile, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air. For the purpose of offenses described in Part 6, Part 7, Part 9, Part 10, Part 11, Part 12, and Part 14, an off-highway vehicle as defined in section 33-14.5-101(3), operated on a street, highway, or park or other public property within the unincorporated territory of Moffat County, "vehicle" includes an off-highway vehicle that is not otherwise classified as a vehicle.

The definition of "Motor Vehicle" is added. "Motor Vehicle" means any self-propelled vehicle that is designed primarily for travel on the public highways or a low-speed electric vehicle; except that the term does not include electrical assisted bicycles, low-power scooters, wheelchairs, or vehicles moved solely by human power. For the purposes of the offenses described in Part 6, Part 7, Part 9, Part 10, Part 11, Part 12, and Part 14, off-highway vehicles, as defined in section 33-14.5-101(3), operated on streets, highways, or park or other property within the unincorporated territory of Moffat County, "motor vehicle" includes an off-highway vehicle that is not otherwise classified as a motor vehicle.

Section 4. Penalties.

The following penalties, herewith set forth in full, shall apply to this ordinance:

(a) It is unlawful for any person to violate any of the provisions adopted in this Ordinance. The penalty assessment procedure provided by C.R.S. §16-2-201 may be followed by an arresting officer for any such violation of this Ordinance.

(b) Any person who violates this Ordinance commits a traffic infraction C.R.S. §30-15-402.

(c) For its schedule of fines, the Board of County Commissioners hereby adopts the schedule of fines, penalties, and surcharges set forth in C.R.S. § 42-4-1701, as those fines and penalties correspond to the sections of the Model Traffic Code adopted by this Ordinance for all cases in which the alleged violator acknowledges guilt or liability, is found guilty by a court of competent jurisdiction, or has judgment entered against him/her. If the penalty for violation of a provision is not otherwise provided in

C.R.S. § 42-4-1701 or this Ordinance, the penalty for class A and class B traffic infractions shall be fifteen dollars, and the surcharge shall be ten dollars.

(d) Unless otherwise provided by law, all fines and penalties, and surcharges thereon, for violations of this Ordinance shall be paid into the treasury of Moffat County.

(e) In addition to the penalties prescribed in the preceding subsections of this Section, persons convicted of, or admitting responsibility to, a violation of this Ordinance are subject to:

- I. Additional surcharges as set forth in C.R.S. § 42-4-1701, if the surcharge is not specified in this Ordinance, which shall be paid to the Moffat County General Fund or to the State Treasurer as specified by the Colorado Revised Statute, as amended; and
- II. A surcharge of ten dollars that shall be paid to the Clerk of the Court by the defendant. Each Clerk shall transmit the moneys to the Court Administrator of the 14th Judicial District for credit to the Victims and Witness' Assistance and Law Enforcement Fund established in the 14th Judicial District pursuant to C.R.S. C.R.S. § 24-4.2-103.

(f) In addition to the penalties prescribed previously, each defendant convicted of, or admitting responsibility to, operating a vehicle in excess of the speed limit in violation of Section 1101 shall pay to the Clerk of the Court a twenty-dollar surcharge, as provided in C.R.S. § 30-15-402(3). The Clerk of the Court shall transmit the moneys to the State Treasurer, who shall credit them to the Colorado Traumatic Brain Injury Trust Fund created pursuant to C.R.S. §26-1-309.

(g) If the penalty assessment procedure authorized by this Ordinance is not used, Court costs may be assessed against violators in addition to the fines imposed by this Ordinance.

Section 5. Application.

This Ordinance shall apply to every street, alley, sidewalk area, or driveway, the use of which the County of Moffat has jurisdiction and authority to regulate, to include all park or other public property within the unincorporated territory of Moffat County. The provisions of sections 1401, 1402, 1413, and part 16 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, eluding a police officer, and accidents and accident reports shall apply not only to public places and ways but also throughout this county.

Section 6. Validity.

If any part or parts of this Ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 7. Repeal.

Existing or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are

hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 8. Interpretation.

This Ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of the Ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 9. Enforcement.

The Moffat County Sheriff is hereby directed to enforce the provisions of this Ordinance. As to subsection 1202, the Moffat County Sheriff and all deputies and designees thereof shall have the authority to tow and impound any vehicle found to be in violation of that section of this Ordinance.

Section 10. Certification.

The Moffat County Clerk and Recorder shall certify to the passage of this Ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

Section 11. Public Safety

The provisions of this traffic code are necessary for the immediate preservation of public safety by ensuring a uniform and predictable code to the traveling public and ensuring first responders have access to remote and sensitive areas.

Section 12. Effective Date

This Ordinance shall be effective ten days after publication after adoption on second reading.

{The remainder of this page left blank intentionally.}

INTRODUCED, READ, AND ORDERED PUBLISHED AFTER A PUBLIC HEARING ON FEBRUARY 13, 2024, AND ORDERED PUBLISHED IN THE CRAIG DAILY PRESS AND ON THE COUNTY WEBSITE.

BOARD OF COUNTY COMMISSIONERS OF
MOFFAT COUNTY, COLORADO

Tony Bohrer, Chair

Melody Villard

Donald Broom

I hereby certify that the above Ordinance was introduced to the Board of County Commissioners of Moffat County, State of Colorado, at its meeting on February 13th, 2024 and ordered published one time in full in the Craig Daily Press newspaper and on the County website on February 16th, 2024.

ATTEST:

Moffat County Clerk and Recorder

FINALLY ADOPTED, PASSED, AND APPROVED WITH AMENDMENTS, IF ANY, AFTER A PUBLIC HEARING, AND ORDERED PUBLISHED BY TITLE ONLY IN THE CRAIG DAILY PRESS AND ON THE COUNTY WEBSITE, UPON A MOTION DULY MADE, SECONDED, AND PASSED AT ITS MEETING HELD ON THE 26th DAY OF MARCH, 2024.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chair

Melody Villard

Donald Broom

I hereby certify that the above Ordinance was finally adopted by the Board of County Commissioners of Moffat County, State of Colorado, at its meeting of March 26th, 2024, and ordered published one time by title only in the Craig Daily Press newspaper and on the County website on March 26th, 2024.

ATTEST:

(SEAL)

Moffat County Clerk and Recorder

Moffat County Planning Commission

February 6th 2024

Application: E-24-01

Applicant: Lori Lazarus

Description: Exemption of 5.72 acres from 70.18 acres

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

Location: Sections 2, T3N; R101W

Access: Frontier Road Between US 40 and CR 104.

Staff Comments: This was originally a 70.18 acre parcel and 5.72 acres will be exempted off as part of the dividing the property to sell smaller parcel. There are no previous exemptions on this parcel.

Attachments: Copy of application and plat

PLANNING COMMISSION RESULTS/ACTION:

- ☐ Tabled
☐ Denied, pursuant to the following findings ☐ Approved, pursuant to the following findings:

Chairman, Planning Commission

Date

BOARD OF COUNTY COMMISSIONERS RESULTS/ACTION:

- ☐ Tabled
☐ Denied, Pursuant to the following findings: ☐ Approved, pursuant to the following findings:

Chairman, Board of County Commissioners

Date

ROL0162



Moffat County Planning Department
1198 W Victory Way, Suite 107
Craig CO 81625
(970) 824-9148

No. # E-2401
Fee: \$200.00
Date Paid _____

APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS

Owner: Lori Lazarus Phone #: 970-629-8801
Email address: SkullcreekCattle@yahoo.com
Address: 480 Frontier Road, Dinosaur Co 81610
Buyer: Lee F. Bailey Phone #: 435-549-3109
Address: 1665 E. 4500 S., Vernal UT 84078
Agent, (if any): ~~Q~~ Phone #: _____
Address: 34.99
Acreage: ~~34.99~~ 70.18 (lot 103+104) cm
Existing parcel: ~~34.27~~ 34.27 + 5.72 Zone: Aq. Proposed parcel(s): 2
34.27 64.46
Legal Description (existing parcel) - Section 2 Township 3N Range 10W 6th PM
Driving Directions: off old 104, To frontier Road

Proposed Use: Residential

Provide the following attachments:

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

70.18 Total 103+104
+ 5.72 To Lee
64.46

Submitting Application

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

Application for Exemption from Subdivision Regulations

Under State and County Subdivision Regulations, the division of property containing 35 or more acres into parcels containing less than 35 acres may be accomplished by obtaining approval of an Exemption from Subdivision Regulations, if no more than two parcels will result from the division. If a resulting under 35 acre parcel is contiguous to property under the same ownership, the two properties may merge and, if they form a parcel over 35 acres, an exemption is not needed.

It is required that the applicant, landowner, or agent attend the Planning Commission meeting and recommended that they attend the Board of County Commissioners meeting.

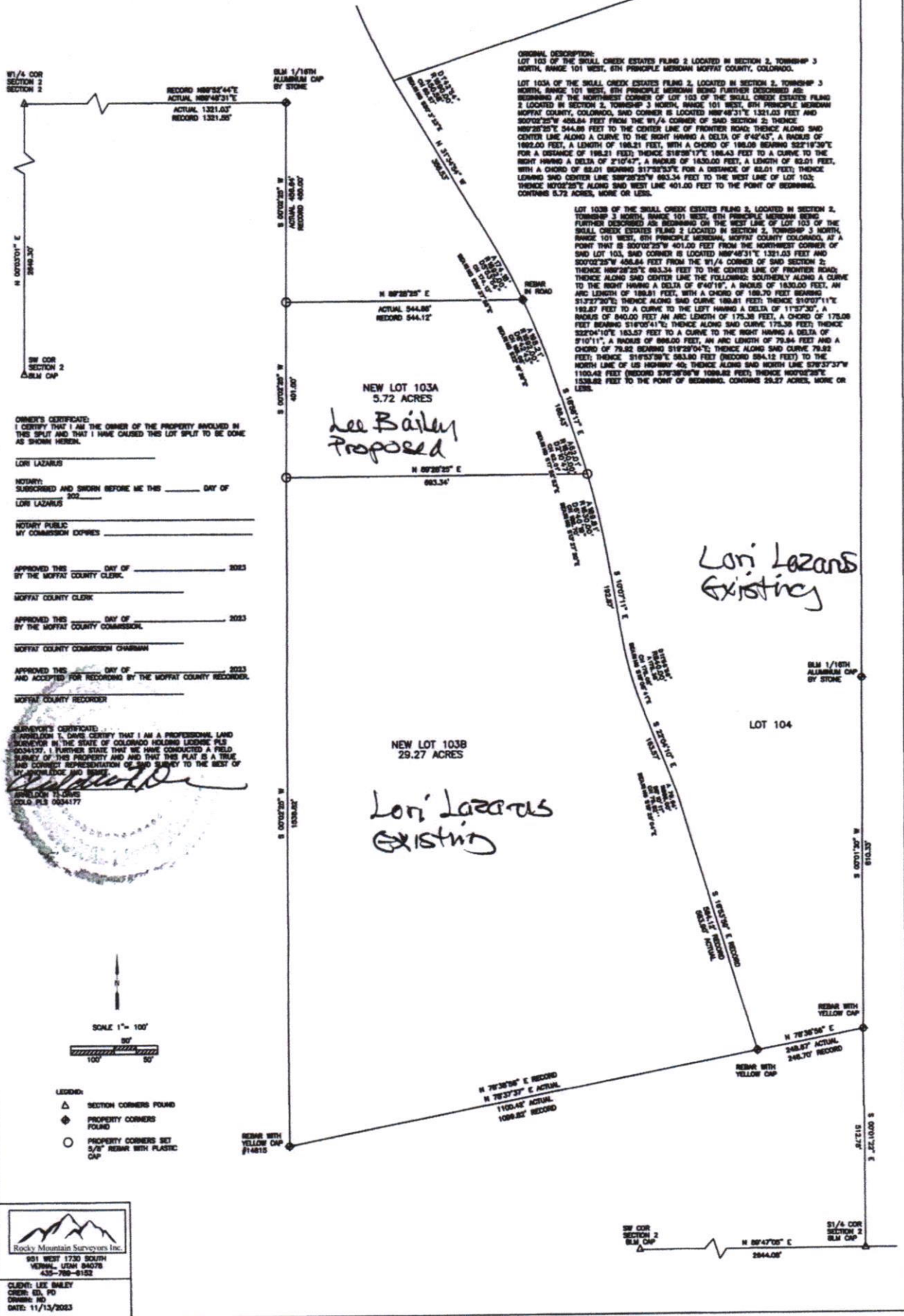
After Planning Commission review, legal notices are sent by the County to the affected property owners at least 15 days prior to consideration by the Board of County Commissioners.

The below signed hereby authorizes the Planning Director to conduct an on-site inspection of the property described to make an informed evaluation of the proposed Exemption.

Applicant Signature: *Lauri Langer* Date: 12-28-23

Agent Signature: _____ Date: _____

**AMENDMENT OF LOT 103 SKULL CREEK ESTATES FILING 2
LOCATED IN SECTION 2, TOWNSHIP 3 NORTH, RANGE 101 WEST, 6TH PM
MOFFAT COUNTY, COLORADO**





Development Services

February 13, 2024

RE: Final Settlement to BH Inc for the construction at the new courthouse.

Pursuant to Revised Statutes 1973, Section 38-26-107 advertising for final payment was posted in The Craig Daily Press on February 2nd and February 9th. No notices of claims or outstanding payments have been received. All Lien releases have been received.

Contract Amount:	\$22,437,659.42
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Total Completed to Date:	\$22,387,659.42
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Unused Contingency	<u>\$0.00</u>
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Final payment	\$50,000.00
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Retainage	\$0.00
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Total Due	<u>\$50,000.00</u>
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Submitted February 13th, 2024 by

Neil Binder
Director
Development Services