

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

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, January 10, 2023

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) December 28 (pgs 3-7); December 28 – Board of Public Health (pgs 8 & 9)

Resolutions:

- b) 2023-01: Resolution for Payment of Payroll Warrants (pg 10)
- c) 2023-02: Official Newspaper (pg 11)
- d) 2023-03: Treasurer Depositories (pg 12)
- e) 2023-04: BCC Meeting Dates/Postings (pg 13)
- f) 2023-05: Appointment of Budget Office (pg 14)
- g) 2023-06: Payment of Warrants for the month of December 2022 (pg 15)
- h) 2023-07: Payment of Warrants for the month of January 2023 (pg 16)

Contracts & Reports:

- i) Colorado Department of Public Health & Environment Discharge Monitoring Report: Limestone Pit #10 (pg 17)
- j) Department of Human Services - Core Services Program/Mental Health Services contract: Yampa Valley Psychotherapists (pgs 18-21)
- k) Treasurer's Reports (pgs 22-24)
- l) Colorado Department of Public Health & Environment Master Task Order Amendment #1 (pgs 25-27)
- m) Memo of Understanding re: Wolf Creek Reservoir project (pgs 28-38)
- n) Department of Human Services Foster Care Worker contract (pgs 39-42)

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:

Board of County Commissioners

- 1) Announce Community Volunteer Board seat appointments (pg 43)



2:44 PM 1/9/2023

Staff Reports:

- 2) Office of Development Services – Roy Tipton
 - New Courthouse project monthly progress report (pgs 44-58)
 - Pay Applications: (pgs 59-71)
 - BHI Pay Application #14
 - Treanor HL Pay Application #13
 - McKinstry Pay Application #2

Presentation:

- 3) Memorial Regional Health – Jennifer Riley
 - Resolution 2023-08: Sale of County Hospital Real Property to the Craig Housing Authority for the Public Purpose and use of Providing Affordable Housing for Healthcare Workers and Community Members in Moffat County (pgs 72-74)

Adjournment

The next scheduled BOCC meeting will be Tuesday, January 24, 2023 - 8:30 am

Moffat County's YouTube link to view meeting:

https://youtu.be/dFaUH-J_EuI

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



2:44 PM 1/9/2023

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

December 28, 2022

In attendance: Donald Broom (ZOOM); Tony Bohrer, Acting Chair; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Bruce White; Rebecca Tyree; Cathy Nielson; Shauana Merrill; Jay Cranmer; Carol Haskins; Allison Cutler; John Ponikvar; Kristin Grajeda

**Call to Order
Pledge of Allegiance**

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

Villard made a motion to approve the agenda as presented, with the addition of closing half day on Friday, December 30. Bohrer seconded the motion. Motion carried 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

- a) Approve minutes:
 - December 15

Resolutions:

- b) 2022-150: Year-end Health & Welfare Claims
- c) 2022-153: Payment of Payroll Warrants
- d) 2022-154: Payment of Special Payroll Warrants
- e) 2022-155: Transfer of Intergovernment Funds for December
- f) 2022-156: Transfer of Funds for December
- g) 2022-157: Accounts Payable
- h) 2022-158: Payment Cards
- i) 2022-159: Intergovernment Loan from Sunset Meadows I to Sunset Meadows II
- j) Ratify:
 - Letter of Support for Perry Will's appointment to Senate District 5
- k) Report of Changes to Golf Course Board (Liquor License)
- l) Department of Human Services/Morrow – Purchase of Service contract
- m) Extension of Gravel Lease – Sweeney Pit
- n) Real Estate purchase agreement

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

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

Public Comment/General Discussion:

No public comment

Board of County Commissioners

Commissioner Villard discussed considering closing half day Friday, December 30 with pay, for the New Year's holiday, as we have done before in the past. Villard suggested that we put this on the annual holiday resolution before next year.

Villard moved to close half day Friday, December 30, with pay, in lieu of the holiday. Bohrer seconded the motion. Motion carried 3-0.

- Reconsideration and possible rescinding of Resolution 2022-85 and possible employee testimony in regards to participation in the State of Colorado Paid Family and Medical Leave Insurance Program (Resolution 2022-160) (see attached)

Villard explained that Moffat County had opted out of this program last August because the County has much better employee benefits than this program offers. While the BCC had approved a resolution at that time, there were some other steps in the process that were missed; employees were not notified of the option or offered the opportunity to "testify" either for or against the plan and payroll deduction processing. In the new resolution, payroll deductions would be up to the employee to make arrangements for that.

Shauana Merrill, County Paralegal, came up before the BCC to state that while this plan might be good for individuals that don't have good employee benefits, Moffat County employees have wonderful benefits all around and don't have a need for the "FAMLI" plan and we need to opt out.

Villard moved to adopt Resolution 2022-160, rescinding Resolution 2022-85. Broom seconded the motion. Motion carried 3-0.

- Instruct County Attorney to contact candidate for Human Resources Director position and begin negotiations

Due to the long-time HR Director leaving for a new job and the resignation of her replacement, the County has been looking for a new HR Director. After completing interviews, the BCC asked County Attorney, Rebecca Tyree, to contact the successful candidate.

Villard moved to instruct acting HR Director, Rebecca Tyree, to contact Stephanie Pearce, and begin negotiations to hire her for HR Director. Broom seconded the motion.

Tyree asked for direction in the negotiating process, since we have six steps of salary. Bohrer stated that since Pearce was experienced with both MUNIS software and HR, we need to offer her the highest step available.

Motion carried 3-0.

8:45 am

Public Hearing:

Finance Department – Cathy Nielson

- December Budget Supplemental (Resolution 2022-147) (see attached)

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

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

Budget supplemental requests by category:	
Unexpected Revenue	\$7,927,941.32
Transfers	\$444,284.72
Increase Spending Authority	\$0.00
Rollovers	\$0.00
Downward Supplemental	\$243,358.15
Total Adjustments	\$8,615,584.19

Contingency Account History	
Balance as of January 1, 2022	\$625,000.00
March Supplemental	\$0.00
July Supplemental	\$0.00
December Supplemental	\$172,187.95
Balance as of July 26, 2022	\$452,812.05

Emergency Reserve Account History	
Balance as of January 1, 2022	\$1,131,865.00
Balance as of December 28, 2022	\$1,131,865.00

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

In regular session, Villard moved to adopt **Resolution 2022-147** to approve the December 2022 Budget Supplemental as presented. Broom seconded the motion. Motion carried 3-0.

Staff Reports:

Human Resources Department – Rebecca Tyree (Acting Director) &
 Department of Human Services – Kristin Grajeda
 - Personnel Requisition (see attached)

Department of Human Services has been struggling to fill several vacant positions with qualified candidates – child welfare, adult protection, and 2 admin assistant positions. Grajeda has reached out to other counties and the State for support and services to help fill these positions. Grajeda gave the BCC a list of names (and costs associated with) of individuals that are willing to come to Craig, either temporarily or as needed, or to work remotely. These employees would be hired either through Flint or be contract workers.

Villard moved to approve the Personnel Requisition as presented. Broom seconded the motion. Motion carried 3-0.

Road & Bridge Department – Bruce White

- Salvage bid recommendation (see attached)

Earlier this month, the Road & Bridge Department put out a bid for the salvage metal that they generate on a daily basis. The only bid they got was from X Field Services at \$29/ton; their cost went up \$1.00 per ton compared to last year.

Villard moved to award the bid for 2023 Salvage to X Field Services at \$29/ton. Broom seconded the motion. Motion carried 3-0.

Office of Development Services – Roy Tipton

- Pay Application #1 – Workplace Resource (see attached)

Workplace Resource is providing the furniture for the new Courthouse, at a total contract price of \$760,000. This pay app in the amount of \$632,385.95 is strictly for the furniture and does not include labor. The remaining amount will cover labor and 5% retainage.

Villard moved to approve the Pay Application #1 from Workplace Resource in the amount of \$632,385.95. Broom seconded the motion. Motion carried 3-0.

- Change order #4 (see attached)

Tipton presented Change Order #4 to BHI for storm water and gas supply, changing ceiling height, hand screeding of the shop floor, and state required elections/voting video surveillance for a total of \$139,093.87.

Villard moved to approve Change Order #4 to BHI for \$139,093.87, bringing the contract total to \$20,230,870.52. Broom seconded the motion. Motion carried 3-0.

- Request waiving bid and approve contract for GIS Data Maintenance for Assessor's Office (see attached)

This contract with YampaGeo is for GIS work in the Assessor's Office, done on an as needed basis, for a not to exceed amount of \$27,000. They have done this for years and there is no other local vendor for this type of work.

Villard moved to approve waiving the bid for GIS Maintenance and award the bid to YampaGeo, not to exceed \$27,000. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:42 am

The next scheduled Board of County Commissioners meeting is Tuesday, January 10, 2023

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/UC0d8avRo294ja2irOdSXzQ>

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

December 28, 2022 – Special Meeting

In attendance: Tony Bohrer, Acting Chair; Melody Villard, Board Member; Erin Miller; Rebecca Tyree

Commissioner Broom was out of town

Commissioner Bohrer called the meeting to order at 9:44 am.

Agenda Items – Topic:

- Approve Colorado Department of Public Health & Environment Minimum Qualifications Review for Local Public Health Directors (see attached)

County Attorney, Rebecca Tyree, presented a form from Colorado Department of Public Health & Environment - Minimum Qualifications Review for Local Public Health Directors, that needed to be completed for our new Public Health Director, Sarah Copeland. While Sarah is a Registered Nurse with experience in Public Health Nursing, Family Practice Nursing and Charge Nurse Leadership, she does not have the specific education or experience as a Public Health Director. Moffat County Board of Public Health may waive the minimum qualifications if:

- There are factors inherent to the jurisdiction that limit its ability to recruit a qualified Public Health Director;
- The Public Health Director candidate will seek to obtain additional Public Health education and experience within five years of the waiver;
- The County Board of Public Health has a separate Medical Advisor

All three of these provisions will be adhered to, plus, Kari Ladrow, the former Public Health Director, has been retained through June 2023 on an as needed basis to provide advice and direction.

Commissioner Villard moved to approve the Colorado Department of Public Health & Environment Minimum Qualifications Review for Local Public Health Directors for Sarah Copeland. Bohrer seconded the motion. Motion carried 2-0.

Due to a technical malfunction, recorded minutes for this meeting are not available.

1st quarter meeting scheduled for March 28, 2023 at 10:30 am.

Meeting adjourned at 9:47 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2023-01
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 12/24/22

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 01/06/2023

FROM FUND:

General	0010.7000	\$211,983.03	cr
Road & Bridge	0020.7000	\$144,937.27	cr
Landfill	0070.7000	\$13,068.37	cr
Airport	0120.7000	\$1,624.43	cr
Library	0130.7001	\$8,980.77	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,093.56	cr
Mo Co Tourism	0320.7000	\$3,132.97	cr
PSC Jail	0072.7000	\$66,777.12	cr
Human Services	0030.7100	\$62,397.87	cr
Public Health	0065.7000	\$15,258.25	cr
SM I	0168.7000	\$3,527.54	cr
SM II	0169.7000	\$4,103.22	cr

TO FUND:

Warrant	0100.1000	\$542,884.40	dr
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Adopted this 10th day of January A.D. 2023

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of

Resolution 2023-02
Official Newspaper

WHEREAS, in accordance with the laws of the State of Colorado, the County Commissioners are to designate the legal newspaper in the county whereby the County will publish the delinquent tax list;

AND WHEREAS, the legal newspaper for the county shall also publish all other legal notices of the county as may be required;

NOW THEREFORE BE IT RESOLVED, the official newspaper for Moffat County has been designated as: The Craig Press

ADOPTED, this 10th day of January 2023

Donald Broom, Chair
Board of County Commissioners

State of Colorado)
)§
County of Moffat)

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

Witness, my hand and the seal of said County this 10th day of January 2023

(Deputy) County Clerk and Ex-Officio to the
County Commissioners, Moffat County
State of Colorado; Stacy Morgan

**Resolution 2023-03
Treasurer – Approved Depositories**

WHEREAS, the County Commissioners are required by law to designate the depositories in which the county Treasurer shall invest County funds:

NOW THEREFORE BE IT RESOLVED, in accordance with C.R.S. 30-10-708, said Treasurer shall be instructed to keep county funds in the following approved Depositories of Investments: (Resolution may be amended with additional qualified fund designations as needed)

Bank of the San Juans
600 Yampa Avenue
Craig, Co 81625

Bank of Colorado
250 W. Victory Way
Craig, CO 81625

Yampa Valley Bank
435 Mack Lane
Craig, CO 81625

Colorado Surplus Funds Trust: Established under the rules of C.R.S. 24-75-701 et seq., as amended.

The County Treasurer is solely empowered to invest funds not immediately required to be disbursed, in the following funds:

COLO Trust
717 17th Street, Ste 1850
Denver, CO 80202

C. Safe
1600 Broadway, Ste. 1100
Denver, Co 80202

Any Eligible Public Depositories that are currently on the PDPA (Public Deposit Protection Act) approved list of depositories

Adopted this 10th day of January 2023

Donald Broom, Chair
Board of County Commissioners

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

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

WITNESS, my hand and the seal of said County this 10th day of January 2023

**Resolution 2023 -04
Posting Meeting Dates**

WHEREAS, per C.R.S. 30-10-303, all meeting dates for the Board of County Commissioners shall be published;

AND WHEREAS, the Board of County Commissioners have determined that all meeting dates along with Board of County Commissioners schedules and agendas shall be posted in the main corridor of the Courthouse in a designated location, and on the County website.

AND WHEREAS, such special or emergency meetings shall be posted in the main corridor of the Courthouse and on the County website, as soon as said information is available.

AND WHEREAS, it is in the best interest of the public to be informed as timely as possible in the event a posted meeting is cancelled.

NOW THEREFORE BE IT RESOLVED said meeting dates shall be the second and fourth Tuesdays of each month. Any changes will be posted 24 hours ahead of time. In the event a meeting is cancelled, notice of such cancellation shall be posted as timely as possible.

Adopted this 10th day of January 2023.

Donald Broom, Chair
Board of County Commissioners

State of Colorado)
)§
County of Moffat)

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

Witness my hand and the seal of said County this 10th day of January 2023.

(Deputy) Clerk and Ex-officio to
County Commissioners, Moffat County
State of Colorado; Stacy Morgan

RESOLUTION 2023-05
APPOINTMENT OF BUDGET OFFICER

WHEREAS, the Board of County Commissioners of the County of Moffat and State of Colorado is required by Colorado Revised Statute 29-1-104 to “designate or appoint a person to prepare the budget and submit the same to the governing body”.

WHEREAS, the Board of County Commissioners is appointing the Budget Officer to prepare the 2024 budget and submit the same to the governing body.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that Cathy Nielson, Finance Director, is appointed as the Budget Officer pursuant to §29-1-104, C.R.S. for the 2024 Budget.

ADOPTED this 10th day of January, 2023.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Donald Broom, Chair

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

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

Witness my hand and the seal of said County this 10th day of January, 2023.

(Deputy) Clerk and Ex-officio to
County Commissioners, Moffat County
State of Colorado; Stacy Morgan

RESOLUTION 2023-06
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2022

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

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

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

FROM FUND:	Check Date:	1/10/2023		
General	110	<u>\$58,315.86</u>	CR	0010.7000
Road & Bridge	200	<u>\$11,278.11</u>	CR	0020.7000
Landfill	240	<u>\$5,882.63</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$116.48</u>	CR	0350.7000
Capital Projects	510	<u>\$4,480.00</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$971.32</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>\$0.00</u>	CR	0080.7000
Senior Citizens	215	<u>\$225.71</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		CR	0320.7000
PSC - JAIL	210	<u>\$5,374.62</u>	CR	0072.7000
Human Sevcies	220	<u>\$8,237.04</u>	CR	0030.7100
Public Health	250		CR	0065.7000
Sunset Meadows I	910	<u>\$147.86</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$5,553.57</u>	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	<u>\$13.00</u>	CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$100,596.20</u>	DR	

RESOLUTION 2023-07
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JANUARY 2023

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

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

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

FROM FUND:	Check Date:	1/10/2023		
General	110	<u>\$891,867.66</u>	CR	0010.7000
Road & Bridge	200	<u>\$11,435.04</u>	CR	0020.7000
Landfill	240	<u>\$1,344.52</u>	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	<u>\$148.72</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>(\$105,404.09)</u>	CR	0080.7000
Senior Citizens	215	<u>\$936.60</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>\$5.52</u>	CR	0320.7000
PSC - JAIL	210	<u>\$8,938.69</u>	CR	0072.7000
Human Sevices	220	<u>\$632.41</u>	CR	0030.7100
Public Health	250	<u>\$440.29</u>	CR	0065.7000
Sunset Meadows I	910		CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$4,196.54</u>	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	<u>\$1,892.80</u>	CR	0050.7000
To Fund				
Warrant		<u>\$816,434.70</u>	DR	

Adopted this 10th day of January, A.D. 2023

PERMITTEE NAME: Moffat County Road Department
 ADDRESS: P.O. Box 667
 Craig, CO 81626

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

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

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

MONITORING PERIOD
 FROM 2022 10 01 TO 2022 12 31
 (20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

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

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER Donald Broom, BOCC Chair TYPED OR PRINTED	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.	TELEPHONE		DATE		
		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	970	824-3211	2023	01
		AREA CODE	NUMBER	YEAR	MO	DAY

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

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this 10th day of January, 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Yampa Valley Psychotherapists, 2045 West Victory Way, Craig, CO 81625**, hereinafter called "Contractor."
2. This Contract will be effective from **June 1, 2022 until May 31, 2023**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State approved County Core Service Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Individual Counseling: \$90.00/hour and \$45.00/half hour
 - b. Group Therapy: \$40.00/event
 - c. Family Counseling: \$105.00/event
 - d. Anger Evaluation: \$325.00/event
 - e. Court Testimony, authorized preparation time and report writing: \$90.00/hour
 - f. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement SHALL NOT EXCEED FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$5,000,00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure as its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by the Contractor under this contract shall be subcontracted or otherwise delegated.

6. 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 payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
 - a. Not to assign any provision of this Contract to a subcontractor.
 - b. Not to charge clients any fees related to services provided under this Contract.
 - c. To hold the necessary license(s) which permits the performance of the services to be purchased, and/or to meet applicable State Department of Human Services qualifications 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 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
 - g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.
 - h. To provide County with reports on the provision of service as follows:

- i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
 - iii. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
 - 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. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
 - k. **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 §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

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

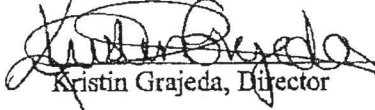
If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance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

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

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT
 OF HUMAN SERVICES


 Kristin Grajeda, Director


12/15/2022
 Date

MOFFAT COUNTY BOARD
 OF COUNTY COMMISSIONERS

 Donald Broom, Chairperson

 Date

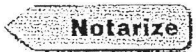
CONTRACTOR


 Jacqueline Cabrera
 Yampa Valley Psychotherapists

12/30/2022
 Date



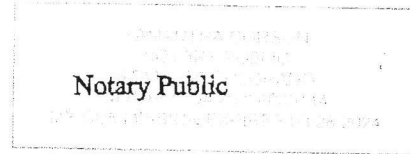
STATE OF COLORADO)
) ss.
 COUNTY OF Moffat)



Subscribed and affirmed to before me this 30th day of December, 2022, by Jacqueline Cabrera, Independent Contractor.

Witness my hand and seal.





FUND	BEGINNING BALANCE	REVENUES				TRANSFERS (IN)	DISBURSEMENTS			ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP		CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	24,735,523.27		3,215,978.71			244,469.43		-44,372.89	-1,233,355.41	26,918,243.11
ROAD & BRIDGE FUND	12,305,627.70		131,715.42		82,200.60	8,209.35		-496.16	-474,224.62	12,053,032.29
DEPARTMENT OF HUMAN SERVICES	1,470,237.56		111,016.69			214.21			-162,969.94	1,418,498.52
ACET	198,211.98		195.26						-5,161.89	193,245.35
MOFFAT COUNTY LOC MRKT DIST	670,865.87		15,084.26						-7,300.00	678,650.13
CONSERVATION TRUST FUND	159,355.97		13,956.44					-139.57		173,172.84
MOFFAT COUNTY PUBLIC HEALTH	660,144.59		96,645.59						-42,720.22	714,069.96
LANDFILL	1,498,991.72		74,217.90					-713.13	-34,053.64	1,538,442.85
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	396,888.91		84,985.97			300,000.00			-173,307.23	608,567.65
COUNTY HEALTH & WELFARE	3,267,373.56		378,127.79			1,130.20			-868,084.77	2,778,546.78
MEMORIAL REGIONAL HEALTH	3,160.83					575.46		-3,160.83		575.46
WARRANT FUND - COUNTY	38,653.34					2,830,444.75		-2,167,117.05		701,981.04
SHADOW MTN LOCAL IMPROVE DIST	180,944.46		1,237.56						-13.00	182,169.02
AIRPORT FUND	286,823.34		2,847.80						-14.80	242,050.29
PUBLIC LIBRARY	307,661.46		16,174.41						-161.74	296,552.62
COLO NORTHWEST COMM COLLEGE	12,288.45				10,320.81	575.46		-12,288.45	-5.75	10,890.52
M C SCHOOLS RE#1 - GENERAL	128,358.62				113,123.28	6,318.52		-128,358.62	-63.19	119,378.61
CAPITAL PROJECTS FUND	1,697,890.76		3,290.24			3,798.99			-14,314.47	1,690,665.52
PUBLIC SAFETY CENTER - CAP PROJ	536.33		.74							537.07
NC TELECOM ESCROW ACCOUNT	257,997.78		499.96						-810.16	257,687.58
SUNSET #1 SECURITY DEPOSIT	15,543.01								-552.29	14,990.72
SUNSET MEADOWS #1	753,063.52		37,420.13						-123,412.97	667,070.68
SUNSET MEADOWS #2	309,919.92		36,208.57			100,000.00			-217,663.56	228,464.93
SENIOR CITIZENS CENTER - 15	101,122.81		9,264.97						-19,214.65	91,173.13
SUNSET #2 SECURITY DEPOSIT	15,686.31		150.00							15,836.31
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	6,597.44								-6,597.44	0.00
CITY OF CRAIG	19,819.62				10,778.21	10,124.63			-19,819.62	20,902.84
TOWN OF DINOSAUR	2,554.32				219.63	311.27			-2,554.32	530.90
CAPITAL FUND - CITY OF CRAIG	2,332.26				1,268.32				-2,332.26	1,268.32
ARTESIA FIRE PROTECTION DISTRICT	1,330.16				270.59				-1,330.16	270.59
CRAIG RURAL FIRE PROTECTION DIST	9,698.63				8,343.41				-9,698.63	8,343.41
MAYBELL IRRIGATION	1,960.08				163.79					2,123.87
MAYBELL SANITATION	128,545.66		2,227.57						-22.27	129,459.60
COLO. RIVER WATER CONSERVATION	2,026.46				1,718.99	96.10		-2,026.46	-.96	1,814.13
YELLOW JACKET CONSERVANCY DIST.	47.50				51.88				-47.50	51.88
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	18.35								-18.35	0.00
MOFFAT COUNTY TOURISM -LODGING 19	191,489.84		2,377.11						-8,716.47	185,150.48
INTERNAL SER FUND-CENTRAL-DUP	94,301.99		773.40						-569.46	94,505.93
JUNIPER WATER CONSERVANCY DIST.	37,975.94		20.84						-.21	37,996.57
HIGH SAVERVA WATER DISTRICT	0.00									0.00
UPPER YAMPA WATER CONSERVANCY	2,427.79				2,701.59			-2,427.79		2,701.59
911 FUND	583,134.96		13,911.84						-17,490.92	579,555.88
ADVANCE TAXES - REAL ESTATE	120.11		24,831.72							24,951.83
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	343,186.83		281,578.73						-329,775.09	294,990.47
CHECK CHANGE ACCOUNT	0.00		489.00						-489.00	0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		12,667.61						-12,667.61	0.00
PAYROLL EFT TAX PAYMENTS	0.00		282,644.34						-282,644.34	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		231,161.10						-231,161.10	0.00
COUNTY SALES & LEASES	6,493.72		5,085.02							0.00
MOTOR VEHICLE REGIST.	13,355.62		5,062.84						-11,578.74	0.00
2018 TREASURERS TAX DEED	5,952.24								-543.22	5,409.02
2017 TREASURERS TAX DEED	614.38									614.38
2010 TREASURER'S TAX DEED	3,912.30									3,912.30
GRAND TOTALS	51,148,768.27	0.00	5,091,849.53	0.00	231,161.10	3,506,268.37	-3,215,057.84	-45,990.67	-3,509,951.79	53,207,046.97

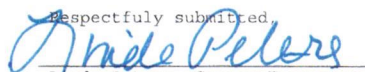
I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 30th Day of December 2022.

Linda Peters
Linda Peters, Moffat County Treasurer

SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
 JULY 01, 2022 THRU DECEMBER 31, 2022

FUND	BEGINNING BALANCE	REVENUES				TRANSFERS (IN)	DISBURSEMENTS			ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP		CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	23,970,766.78	213,770.34	9,004,907.55	610.09		291,934.19		-176,547.11	-6,387,198.73	26,918,243.11
ROAD & BRIDGE FUND	11,456,387.10		3,249,692.31		492,192.71	68,476.48		-27,508.20	-3,186,208.11	12,053,032.29
DEPARTMENT OF HUMAN SERVICES	1,514,851.82	12,354.74	774,825.66	35.25		886.20			-884,455.15	1,418,498.52
ACET	201,072.60		1,005.41			6,017.76			-14,850.42	193,245.35
MOFFAT COUNTY LOC MKRT DIST	641,213.14		232,367.87						-194,930.88	678,650.13
CONSERVATION TRUST FUND	153,234.90		26,572.58					-265.73	-6,368.91	173,172.84
MOFFAT COUNTY PUBLIC HEALTH	553,719.44	4,302.10	476,895.59	12.57		1,700.00			-322,559.74	714,069.96
LANDFILL	1,304,345.20		519,341.52					-5,082.42	-280,161.45	1,538,442.85
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	508,721.90		472,219.37			817,956.15			-1,190,329.77	608,567.65
COUNTY HEALTH & WELFARE	3,236,306.14		2,430,961.09			1,130.20			-2,889,850.65	2,778,546.78
MEMORIAL REGIONAL HEALTH	338,851.00	33,093.08		94.39		1,458.27		-372,921.28		575.46
WARRANT FUND - COUNTY	523,352.90					15,099,374.62		-14,920,746.48		701,981.04
SHADOW MTN LOCAL IMPROVE DIST	181,451.98		10,104.65						-9,387.61	182,169.02
AIRPORT FUND	210,385.67		259,941.53						-2,548.86	242,050.29
PUBLIC LIBRARY	437,005.95		22,012.49						-220.13	296,552.62
COLO NORTHWEST COMM COLLEGE	348,180.16	33,110.40	309.98	94.49	61,797.95	1,458.27		-433,714.10	-346.63	10,890.52
M C SCHOOLS RE#1 - GENERAL	195,270.57	293,875.85	13,426.20	841.12	677,348.39	16,011.71		-1,076,417.03	-978.20	119,378.61
CAPITAL PROJECTS FUND	1,688,195.77		104,445.38			9,627.00			-111,602.63	1,690,665.52
PUBLIC SAFETY CENTER - CAP PROJ	534.03		3.04							537.07
NC TELECOM ESCROW ACCOUNT	261,854.18		2,036.00						-6,202.60	257,687.58
SUNSET #1 SECURITY DEPOSIT	6,495.74		787.00						7,707.98	14,990.72
SUNSET MEADOWS #1	681,376.59		226,421.58			612.20			-241,339.69	667,070.68
SUNSET MEADOWS #2	162,517.82		322,448.59			105,595.00			-362,096.48	228,464.93
SENIOR CITIZENS CENTER - 15	162,138.18		38,401.14						-109,366.19	91,173.13
SUNSET #2 SECURITY DEPOSIT	10,613.12		408.00						4,815.19	15,836.31
COURTHOUSE LEASE PURCHASE FUND	0.00					454,041.15			-454,041.15	0.00
SCHOOLS RE#1 - BOND	707,048.56	69,073.29		159.73					-776,281.58	0.00
CITY OF CRAIG	263,779.13	110,951.22		51.49		54,572.36			-470,808.04	20,902.84
TOWN OF DINOSAUR	3,273.06	4,684.00				1,315.06			-10,374.72	530.90
CAPITAL FUND - CITY OF CRAIG	31,040.15	13,056.15		6.07		7,594.33			-50,171.86	1,268.32
ARTESIA FIRE PROTECTION DISTRICT	3,023.80	2,603.39				1,620.20			-6,851.80	270.59
CRAIG RURAL FIRE PROTECTION DIST	294,421.72	27,827.03		10.61		49,957.84			-362,522.59	8,343.41
MAYBELL IRRIGATION	853.83	6,193.63				980.71			-5,904.30	2,123.87
MAYBELL SANITATION	118,840.67		21,362.50						-213.61	129,459.60
COLO. RIVER WATER CONSERVATION	55,734.88	5,512.87	51.04	15.41		10,292.80			-270.87	1,814.13
YELLOW JACKET CONSERVANCY DIST.	2,776.25	58.80				310.63			-3,090.96	51.88
MUSEUM OF NORTHWEST COLORADO	0.00								-2.84	0.00
POTHOOK WATER DISTRICT	779.62	1,179.16		14.21					-1,914.99	0.00
MOFFAT COUNTY TOURISM -LODGING	134,522.79		109,617.56			6,295.00			-58.00	185,150.48
INTERNAL SER FUND-CENTRAL-DUP	92,794.58		5,597.01						-3,885.66	94,505.93
JUNIPER WATER CONSERVANCY DIST.	37,916.62		80.76						-	37,996.57
HIGH SAVERY WATER DISTRICT	0.00	61.00	1,220.00						-1,281.00	0.00
UPPER YAMPA WATER CONSERVANCY	116,740.65	336.48				16,176.30			-130,535.62	2,701.59
911 FUND	542,145.68		96,946.62						-59,536.42	579,555.88
ADVANCE TAXES - REAL ESTATE	120.11		24,831.72							24,951.83
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	415,136.70		2,332,909.89						-2,453,056.12	294,990.47
CHECK CHANGE ACCOUNT	0.00		6,138.89						-6,138.89	0.00
INDIVIDUAL REDEMPTION ACCOUNT	65.42		51,089.96						-51,155.38	0.00
PAYROLL EFT TAX PAYMENTS	0.00		1,874,708.20						-1,874,708.20	0.00
CRAIG DIST ADVISORY GRAZING BOARD	19,148.99								-19,148.99	0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		1,384,123.60						-1,384,123.60	0.00
COUNTY SALES & LEASES	0.00		29,341.60							0.00
MOTOR VEHICLE REGIST.	52,897.87		40,923.99						-93,821.86	0.00
2018 TREASURERS TAX DEED	984.55		9,740.26						-5,315.79	5,409.02
2017 TREASURERS TAX DEED	4,385.24								-3,770.86	614.38
2010 TREASURER'S TAX DEED	3,962.12		22,134.52						-22,184.34	3,912.30
GRAND TOTALS	51,869,235.67	832,043.53	24,200,352.65	1,945.43	1,384,123.60	16,939,114.90	-24,513,787.29	-218,063.66	-17,287,917.86	53,207,046.97

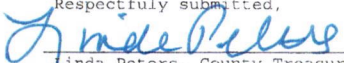
I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursements of the reports of my office, to the best of my knowledge and belief.

Respectfully submitted,

 Linda Peters, County Treasurer

SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
 JANUARY 01, 2022 THRU DECEMBER 31, 2022

FUND	BEGINNING BALANCE	REVENUES				TRANSFERS (IN)	DISBURSEMENTS			ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP		CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	19,665,571.47	8,319,867.70	12,519,941.82	1,026.66		361,138.12		-663,616.66	-13,285,686.00	26,918,243.11
ROAD & BRIDGE FUND	12,867,680.38		5,992,364.48	84.84	975,454.19	84,891.04		-44,041.02	-7,823,401.62	12,053,032.29
DEPARTMENT OF HUMAN SERVICES	1,241,258.56	479,608.19	1,548,643.25	56.99		65,278.21			-1,916,346.68	1,418,498.52
ACET	145,501.53		84,570.37			6,017.76			-42,844.31	193,245.35
MOFFAT COUNTY LOC MRKT DIST	513,763.96		393,865.44						-228,979.27	678,650.13
CONSERVATION TRUST FUND	150,003.25		52,503.85					-525.03	-28,809.23	173,172.84
MOFFAT COUNTY PUBLIC HEALTH	490,349.47	167,006.44	649,998.48	-3.36		1,700.00			-594,981.07	714,069.96
LANDFILL	1,244,320.61		895,645.85			4,270.59		-8,828.28	-596,965.92	1,538,442.85
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	772,807.36		1,143,792.46			1,277,091.84			-2,585,124.01	608,567.65
COUNTY HEALTH & WELFARE	3,372,645.29		4,573,750.89			1,218.50			-5,169,067.90	2,778,546.78
MEMORIAL REGIONAL HEALTH	388.58	1,284,664.85		174.15		2,144.75		-1,286,796.87		575.46
WARRANT FUND - COUNTY	234,606.05					31,092,313.50		-30,624,938.51		701,981.04
SHADOW MTN LOCAL IMPROVE DIST	177,113.43		23,755.66						-18,700.07	182,169.02
AIRPORT FUND	206,929.98		313,738.94			3,200.00			-278,745.54	242,050.29
PUBLIC LIBRARY	258,221.98		55,643.09	68.96		361,051.48		-883.24	-3,073.09	296,552.62
COLO NORTHWEST COMM COLLEGE	10,007.65	1,288,190.95	309.98	176.37	122,474.36	2,144.75		-559.76	-376,989.89	10,890.52
M C SCHOOLS RE#1 - GENERAL	106,026.93	11,438,076.67	25,705.46	1,483.21	1,339,671.46	23,549.11		-12,786,283.06	-28,851.17	119,378.61
CAPITAL PROJECTS FUND	1,705,164.23		106,796.41			39,158.83			-160,453.95	1,690,665.52
PUBLIC SAFETY CENTER - CAP PROJ	533.45		3.62							537.07
NC TELECOM ESCROW ACCOUNT	267,776.17		2,400.10						-12,488.69	257,687.58
SUNSET #1 SECURITY DEPOSIT	15,088.08		4,117.00						-4,214.36	14,990.72
SUNSET MEADOWS #1	622,067.85		426,756.15			33,991.38			-415,744.70	667,070.68
SUNSET MEADOWS #2	247,574.12		544,241.00			301,161.94			-864,512.13	228,464.93
SENIOR CITIZENS CENTER - 15	71,195.75		79,279.72			154,229.00			-213,531.34	91,173.13
SUNSET #2 SECURITY DEPOSIT	16,476.01		1,433.00						-2,072.70	15,836.31
COURTHOUSE LEASE PURCHASE FUND	0.00					1,290,461.71			-1,290,461.71	0.00
SCHOOLS RE#1 - BOND	0.69	2,681,517.72		322.54					-2,681,840.95	0.00
CITY OF CRAIG	9,526.38	1,350,463.26		-1,142.73	127,497.07	54,572.36			-1,493,302.75	20,902.84
TOWN OF DINOSAUR	201.81	27,711.64		1,827.92	2,603.96	1,724.81			-32,955.73	530.90
CAPITAL FUND - CITY OF CRAIG	1,121.01	157,549.56		-134.47	15,003.17				-169,127.79	1,268.32
ARTESIA FIRE PROTECTION DISTRICT	245.81	33,799.64		768.09	3,205.97				-36,031.64	270.59
CRAIG RURAL FIRE PROTECTION DIST	7,699.03	1,044,606.53		-234.56	98,947.27				-1,090,632.22	8,343.41
MAYBELL IRRIGATION	777.64	20,941.33			1,942.47				-21,537.57	2,123.87
MAYBELL SANITATION	103,665.43		43,994.38						-439.93	129,459.60
COLO. RIVER WATER CONSERVATION	1,666.18	214,570.98	51.04	8.82	20,397.97	358.17			-10,701.37	1,814.13
YELLOW JACKET CONSERVANCY DIST.	44.28	6,440.04		-0.09	612.45				-6,723.00	51.88
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	0.00	8,812.94		14.21					-8,387.46	0.00
MOFFAT COUNTY TOURISM - LODGING	141,653.75		197,300.16			6,295.00			-439.69	185,150.48
INTERNAL SER FUND-CENTRAL-DUP	92,218.49		11,329.04						-9,041.60	94,505.93
JUNIPER WATER CONSERVANCY DIST.	37,906.28		91.22						-93	37,996.57
HIGH SAVERY WATER DISTRICT	0.00	61.00	12,276.00						-12,337.00	0.00
UPPER YAMPA WATER CONSERVANCY	2,552.76	338,555.73							-353,570.14	2,701.59
911 FUND	477,165.73		186,314.79						-83,924.64	579,555.88
ADVANCE TAXES - REAL ESTATE	50,379.65		37,113.18						-62,541.00	24,951.83
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	191.24								-191.24	0.00
COUNTY CLERK'S COLLECTION	302,354.65		4,633,474.07						-4,640,838.25	294,990.47
CHECK CHANGE ACCOUNT	0.00		51,387.72						-51,387.72	0.00
INDIVIDUAL REDEMPTION ACCOUNT	1,838.62		124,256.67						-126,095.29	0.00
PAYROLL EFT TAX PAYMENTS	0.00		3,674,570.90						-3,674,570.90	0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00		19,342.41						-19,148.99	0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		2,739,895.77						-2,739,895.77	0.00
COUNTY SALES & LEASES	0.00		43,153.96							0.00
MOTOR VEHICLE REGIST.	18,430.79		75,391.07						-43,153.96	0.00
2018 TREASURERS TAX DEED	984.55		9,740.26						-93,821.86	0.00
									-5,315.79	5,409.02
2017 TREASURERS TAX DEED	9,381.47		5,853.37						-14,620.46	614.38
2010 TREASURER'S TAX DEED	3,449.97		33,871.88						-33,409.55	3,912.30
GRAND TOTALS	45,884,528.35	28,862,445.17	41,338,664.91	4,497.55	2,739,895.77	35,167,962.85	-63,597,435.81	-875,589.96	-36,317,921.86	53,207,046.97

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 and just copy of the fund balances, receipts and disbursements of the reports of my office, to the best of my knowledge and belief.

Respectfully submitted,

 Linda Peters, County Treasurer

STATE OF COLORADO

MASTER TASK ORDER CONTRACT

AMENDMENT #1

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor: Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) 221 Victory Way, Suite 130 Craig CO 81625 for the use and benefit of Moffat County Public Health
Master Task Order Contract Number: 23 FAA 00058 AMD1	Master Task Order Contract Performance Beginning Date: The later of the Effective Date or October 1, 2022
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	Initial Contract Expiration Date: June 30, 2027
Principal Representatives:	
For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	For Contractor: Donald Broom, Chair Moffat County Board of County Commissioners 221 West Victory Way, Suite 130 Craig CO 81625 (970)824-5517

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) for the use and benefit of Moffat County Public Health</p> <p>_____</p> <p style="text-align: center;">By: Signature</p> <p>_____</p> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>_____</p> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____</p> <p style="text-align: center;">By: Signature</p> <p>_____</p> <p style="text-align: center;">Name of Executive Director Delegate</p> <p>_____</p> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date: _____

1. PARTIES

This Amendment (the “Amendment”) to the Original Master Task Order Contract shown on the Signature and Cover Page for this Amendment is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Master Task Order Contract shall be construed and interpreted in accordance with the Master Task Order Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Master Task Order Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **October 1, 2022**, whichever is later, and shall terminate on the termination of the Master Task Order Contract or **June 30, 2027**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process.

The Parties now desire to make an administrative change to the original Master Task Order Contract to delete three subsections as defined in **§5** of this Amendment.

5. MODIFICATIONS

The Master Task Order Contract is modified as follows: The Parties now agree to **delete** Sub-Sections **iv. Protected Information**, **v. Professional Liability Insurance**, and **vi. Crime Insurance** from **§10B-Insurance-Subcontractor Requirements** of the original Master Task Order Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Master Task Order Contract, and the Master Task Order Contract remains in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Master Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Task Order Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Master Task Order Contract to the extent that this Amendment specifically modifies those Special Provisions.

**MEMORANDUM OF UNDERSTANDING
AMONG THE
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT,
WHITE RIVER FIELD OFFICE
AND
MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
FOR THE
WOLF CREEK RESERVOIR PROJECT**

I. Introduction

The U.S. Department of the Interior, Bureau of Land Management, White River Field Office (herein referred to as “BLM”), and Moffat County Board of County Commissioners (herein referred to as “Moffat County”), collectively referred to herein as “the Parties,” enter this Memorandum of Understanding (MOU) establishing a cooperating agency relationship pursuant to the National Environmental Policy Act 42 U.S.C. 4321 *et seq.* (NEPA), providing a framework for cooperation and coordination, and documenting agreed upon procedures, roles and responsibilities associated with the preparation of an Environmental Impact Statement (EIS) and possible Resource Management Plan Amendment (RMPA) for the Wolf Creek Reservoir Project (Project).

The BLM is the lead agency with responsibility for the completion of the RMPA/EIS and the Record of Decision (ROD) for the Project. The BLM acknowledges that the Cooperator has special expertise applicable to the Project effort, as defined at 40 CFR 1508.1. Moffat County is a Cooperating Agency due to special expertise or jurisdiction by law within Moffat County Colorado.

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality’s NEPA regulations (in particular, 40 C.F.R. 1501.7-8), the BLM’s planning regulations (in particular, 43 C.F.R. 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5). This MOU will facilitate an environmental review process that will satisfy the purpose for the RMPA/EIS.

II. Background

The BLM has received an application from the Rio Blanco Water Conservancy District for the proposed Wolf Creek Reservoir in northwestern Colorado near Rangely. Construction, and operation and maintenance of the Project requires a Right-of-Way for the use of public lands managed by the Bureau of Land Management’s White River Field Office in northwest Colorado. The reservoir is a multi-purpose reservoir that is proposed to meet several water supply needs for water users and the environment in the White River in Colorado. The

proposed reservoir involves a 110-foot-tall, embankment dam that would be built across an ephemeral stream called Wolf Creek. The dam would generally be located north of the gap between Coal Ridge and Pinyon Ridge. Water would be diverted and pumped uphill from the White River to the reservoir, which would be located in Moffat and Rio Blanco counties north of Highway 64 and southeast of Highway 40. Water from the reservoir would be released from the outlet works of the dam through a discharge channel back to the White River. The proposed reservoir would hold up to 66,720 acre-feet of water. If approved, the Rio Blanco Water Conservancy District would build, operate, and maintain the reservoir.

The BLM's consideration of the application would also include a potential Amendment to the White River Resource Management Plan (RMP).

III. Purpose

- A. To recognize the BLM as the lead agency with responsibility for the completion of the RMPA/EIS and ROD. The BLM determined an EIS should be prepared to analyze the impacts of the proposed Project because the effects of the Proposed Action are likely to significantly affect the quality of the human environment.
- B. To recognize Moffat County as a Cooperating Agency in the RMPA/EIS process.
- C. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMPA/EIS in a timely, efficient, and thorough manner that satisfies compliance requirements, including completion of a document in less than two years (Notice of Intent to Record of Decision) and that is less than 150 pages in length, excluding appendices. For proposals of unusual scope or complexity, the RMPA/EIS will be 300 pages or fewer, unless a senior agency official of the lead agency approves in a writing a statement to exceed 300 pages and establishes a new page limit in accordance with 40 CFR 1502.7.
- D. To formalize the commitment among the Parties regarding their respective responsibilities and expertise in the RMPA/EIS process.

IV. Authority

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
 - 2. Department of the Interior Manual (516 DM 2.5).
- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR §1501.7 and 1501.8.)
 - 2. U.S. Department of the Interior's NEPA regulations, 43 CFR parts 46, *et seq.*,

- and its regulation regarding Cooperating Agencies, 43 CFR § 46.225(d)
3. Bureau of Land Management planning regulations (43 CFR 1601 *et seq*)

- C. The authorities for Cooperator to enter into this MOU include, but are not limited to:
- A. General Powers of Counties (Colo. Rev. Stat. § 30-11-101)
 - B. County Coordination of Planning Efforts with Federal Agencies (Colo. Rev. Stat. § 30-11-101(1)(k))

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

V. Roles and Responsibilities

A. Responsibilities of all Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements.
2. Each party agrees the Draft RMPA/EIS will be prepared in 150 pages or fewer (excluding appendices) and will be completed within two years of Notice of Intent publication (unless the BLM determines this proposal is of unusual scope or complexity and requires 300 pages in the RMPA/EIS or a senior agency official of the lead agency approves a longer period in writing and establishes a new time limit 43 C.F.R. 1501.10(b)(2)).
3. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for RMPA/EIS milestones, and timeframes for Cooperating Agency reviews and submissions.
4. Each Party agrees to fund its own expenses associated with the Project. This MOU does not authorize funding from or to either party.
5. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

B. Lead Agency (BLM) Responsibilities:

1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Analysis of the Management Situation¹, Scoping Report, draft RMPA/EIS, proposed RMPA/final EIS, and the Record of Decision. The BLM's responsibilities include determining the purpose

¹ The Analysis of the Management Situation should describe the current conditions and trends of the resources and the uses/activities in the planning area to create framework to resolve BLM planning issues through the development of alternatives. See the BLM Land Use Planning Handbook H-1601-1.

of and need for the EIS, selecting alternatives for analysis, identifying effects of the proposed alternatives, and selecting the preferred alternative. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.

2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the RMPA/EIS process, giving particular consideration to those topics on which the Cooperators are acknowledged to possess jurisdiction by law or special expertise.
3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperators with copies of documents underlying the RMPA/EIS relevant to the Cooperators' responsibilities, including technical reports, data, analyses, comments received, and working drafts related to environmental reviews.
4. Ensure that Parties receive the internal Analysis of the Management Situation, internal draft RMPA/EIS, and internal proposed RMPA/Final EIS and have an opportunity to review and comment on the documents. Additionally, responsibilities include coordinating with cooperating agencies during opportunities outlined in Attachment A.
5. Provide the schedule to Cooperating Agencies as soon as it is available. The schedule may or may not be modified if a party cannot meet a milestone. Overview of milestones are outlined in Attachment B.
6. Maintain records management and the decision file to provide for the official Project Record, protecting all proprietary information and data collected to the extent allowed by the Freedom of Information Act, the Privacy Act, and/or other Federal law.
7. BLM shall have the lead role for National Historic Preservation Act (NHPA) and Section 106 compliance as well as NEPA compliance. This lead agency designation includes fulfilling the collective responsibilities of the Cooperating Federal Agencies under Section 106 of the NHPA for this undertaking on federally owned or managed lands, including tribal consultation per 36 C.F.R. 800.2(a)(2).
8. BLM shall assume the lead role for consultation with the United States Fish and Wildlife Service pursuant to Section 7 of the Endangered Species Act related to effects of the Project on special status species.

C. Cooperating Agency Responsibilities:

1. Moffat County participating as a Cooperating Agency in this RMPA/EIS process is recognized to have special expertise or jurisdiction by law including but not limited to, all subject matters

directly or indirectly related to health, safety, and welfare of the County.

2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the EA, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide information on the following topics:
 - a. Environmental issues in which or where Moffat County has jurisdiction by law or special expertise
 - b. Public health, welfare and safety
 - c. Special expertise in roads, rights of way, and access routes
 - d. Customs, cultures, social and environmental values of Moffat County
 - e. Public or other records available to the County that may assist in the EA process.

3. Within the areas of their special expertise, the Cooperator may participate in activities that include, but are not limited to providing guidance on public involvement strategies; identifying data needs; assisting with alternative development to resolve issues; identifying effects of alternatives; and providing written comments on administrative drafts of the RMPA/EIS and supporting documents (participation identified in Attachment A).

4. Provide comments within the timeframe identified in the schedule. Limit comments to those matters for which the Cooperating Agency has special expertise with respect to any environmental issue (40 CFR 1501.8(7)).

5. If a milestone is anticipated to be missed, elevate any issue that may affect the ability to meet the schedule to BLM for timely resolution. Additional time may not be granted.

VI. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- C. Conflict of interest. Moffat County will disclose any future potential conflicts of interest, funding agreements, or written agreements (or changes to existing ones) to

the BLM as the project progresses. Additional questions regarding potential conflicts of interest should be referred to BLM Head or Field Ethics Counselors for resolution.

Disclosure of current potential conflicts of interest, funding, or other agreements:

NA

- D. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMPA/EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperators' views in the Draft RMPA/EIS and the Proposed RMPA/Final EIS. The BLM will also describe substantial inconsistencies between its preferred alternative and the objectives of state, local, or tribal land use plans and policies.
- E. Management of information. Any records or documents generated as a result of this MOU shall become part of the official BLM Decision File maintained in accordance with BLM record management policies. Moffat County acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The cooperating agencies will keep confidential and protect from public disclosure any and all documents related to, or generated by, this agreement. BLM will determine their suitability for public review or release under the provisions of the Freedom of Information Act (FOIA), Privacy Act, and in accordance with Department of the Interior or BLM regulations. The BLM acknowledges that Moffat County's handling of these materials may be impacted by state-specific open records laws. The Parties agree that the BLM at its discretion may withhold from the cooperator those documents that would otherwise be available for public release under (§ 24-72-201 to 206, C.R.S.).
- F. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts. In the event any disagreement between the Parties cannot be resolved in a reasonable time, either party may refer the disagreement to the Colorado BLM State Director to timely resolve the issue. The decision of the Colorado BLM State Director will be the final decision for purposes of resolving the issue. The Parties acknowledge that BLM retains final responsibility for the analysis and decisions identified in the RMPA/EIS and ROD.
- G. The BLM will retain a contractor to assist with portions of the RMPA/EIS preparation. Cooperators may communicate with the contractor only through BLM's representative. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of the contract.

- H. Contingent Upon Appropriations and Authorization. Where activities provided for in the agreement extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the agreement.
- I. Contingent on Apportionment or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this MOU shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States for failure to perform any obligation under this MOU in the event that funds are not appropriated or allotted.

VII. Agency Representatives

Each Party will designate a representative as described in Attachment C to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative by providing written notice to the other Parties.

VIII. Administration of the MOU

- A. Approval: This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B. Amendment: This MOU may be amended through written agreement of all signatories.
- C. Termination: If not terminated earlier, this MOU will end when the Notice of Availability of the BLM's Record of Decision for the Proposed RMPA/Final EIS is published in the Federal Register. Any Party may end its participation in this MOU by providing written notice to the other Party.
- D. Withdrawal: Any party may withdraw from the MOU with 30 days written notice.

IX. Signatures

The Parties hereto have executed this MOU on the dates shown below.

BUREAU OF LAND MANAGEMENT (LEAD AGENCY)

By: _____ Date: _____
Bill Mills, Field Manager
White River Field Office

Moffat County Board of County Commissioners

By: _____ Date: January 10, 2023

Donald Broom, Chair

Attachment A
Cooperating Agency Participation in the Wolf Creek Reservoir
RMPA/EIS

RMPA/EIS Stage	Potential Activities of Cooperating Agencies within Acknowledged Areas of Expertise
Share Data and Identify Issues	Identify data needs; provide data and technical analyses within the cooperator's expertise. Identify coordination or consultation requirements; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments following the Notice of Intent to Prepare an RMPA/EIS published in the <i>Federal Register</i> .
Develop Planning Criteria	Provide any advice on proposed planning criteria. Identify pertinent elements of relevant plans and legal requirements that shape other policies and responsibilities.
Analysis of the Management Situation	Provide information (such as local monitoring and baseline data) for the draft AMS and help interpret the AMS to constituents as appropriate. Identify management opportunities to respond to the gathered data and the planning issues. Review draft AMS.
Formulate Alternatives	May cooperate with the BLM in developing alternatives. Suggest goals and objectives for potential alternatives. Suggest land allocations or management actions to resolve issues. Suggest management actions to resolve issues.
Estimate Effects of Alternatives	Review, and where appropriate, may develop effects analysis within area of expertise; suggest models and methods of impact analysis; suggest mitigation measures for adverse effects.
Select the Preferred Alternative; Issue Draft RMPA/EIS	Cooperate with the BLM in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on internal-Draft RMPA/EIS. Cooperating agencies may provide written, public comments on Draft RMPA/ EIS if desired. Decision to select a preferred alternative and to issue a Draft RMPA/EIS is reserved to the BLM.
Respond to Comments	As appropriate, review comments within expertise and provide assistance in preparing the BLM's responses.
Issue Proposed RMPA/FEIS	Action reserved to the BLM.
Initiate Governor's Consistency Review	Once initiated by the BLM, State Cooperating Agencies may contribute to the Governor's Consistency Review.
Resolve Protests; Modify Proposed RMPA/FEIS (if needed)	A cooperator that has provided information relevant to a protest may be asked for clarification. Cooperating relationship does not negate an agency's or government's rights to comment or protest the decision.
Sign Record of Decision	Action reserved to the BLM.

Attachment B: Schedule Overview

Preliminary Schedule:

Please note that the dates are general, and the timeframes are approximate. The BLM's intent is to complete an informed process in a timely manner. Concurrence between the BLM and other Federal agencies on the purpose and need and preliminary range of alternatives is a critical step (go/no-go) before submitting a Notice of Intent for higher level agency review.

Task	Approximate Timeframe
Project Startup	Initiated
Cooperating Agency Onboarding	In process
Develop Federal Agency's Purpose and Need and Identify Preliminary Range of Alternatives	May 5, 2023
Complete Analysis of the Management Situation and Situation Assessment	May 5, 2023
Submit Notice of Intent	June 20, 2023
Notice of Intent and Public Scoping	September 2023
Determine Issues and Range of Alternatives	November 2023
Issue Draft RMPA/EIS & Public Comment Period	June 2024
Issue Proposed RMPA/Final EIS	March 2025
Record of Decision	September 2025

Attachment C Agency Representatives

Bureau of Land Management

Primary Representative:

Heather Sauls

BLM NW Colorado District Office – Planning & Environmental Coordinator

hsauls@blm.gov

970-878-3855

Backup Representative:

Pete Doan

BLM White River Field Office – Planning & Environmental Coordinator

pdoan@blm.gov

970-878-3813

Moffat County Board of County Commissioners

Primary Representative:

Name: Jeff Comstock

Title: Natural Resources Director

Email: jcomstock@moffatcounty.net

Phone: 970.826.3400

Backup Representative:

Name: To be assigned by Board of County Commissioners: Contact Erin Miller

Title: Administrative Assistant to the Board of County Commissioners

Email: emiller@moffatcounty.net

Phone: 970.824.5517

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Cheri Barger, MSW LCSW**, whose address is 1 _____ hereinafter called "Contractor."
2. This Contract will be effective from June 1, 2022 until May 31, 2023, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide SAFE Home Studies to at the residence of potential foster/adoptive home applicant(s). This service is described in Staff Manual Volume 7, Section 7.303, and the State approved County Core Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. SAFE Home Study at \$1,000.00 per study.

The amount to be expended pursuant to this Contract shall not exceed Ten Thousand dollars and no/100 cents (\$10,000,00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure as its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by the Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its

elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

6. 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 Contract 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 payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this Contract shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9(f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
 - a. Not to assign any provision of this Contract to a subcontractor.
 - b. Not to charge clients any fees related to services provided under this Contract.
 - c. To hold the necessary license(s) which permits the performance of the services to be purchased, and/or to meet applicable State Department of Human Services qualifications 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 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
 - g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.

- h. To provide County with reports on the provision of service as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
 - iii. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- 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. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:
 - i. Workers' Compensation & Employers' Liability and Unemployment Insurance: In accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

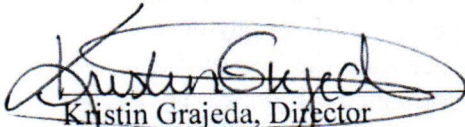
Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

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 Contract, 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 Contract, 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.

- 9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
- 10. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Kristin Grajeda, Director

11/9/2023
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

PLEASE SIGN & DATE

Cheri Barger, MSW, LCSW

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Notarize

Subscribed and affirmed to before me this ____ day of _____, 202____, by Cheri Barger, Independent Contractor.

Witness my hand and seal.

Notary Public

Board Appointment Summary
January 10, 2023

<u>BOARD</u>	<u>Appointed:</u>				
Airport Advisory Board	Roy Tipton Kevin Peck				
Cemetery Board	Sunshine White				
Hamilton Community Center	Shawn Brookshire				
Housing Authority Board	Shannon Buchanan				
Land Use Board	Joel Tuck Mike Camblin Ken Bekkedahl Rich Thompson Jerod Smith Bruce Sillitoe				
Library Board of Trustees	Michelle Reed				
MCTA	Cindy Looper Megan Veenstra				
Maybell VFD	Leesa Huffaker Joyce Barnes				
Memorial Regional Health Board of Trustees	John Ponikvar Steve Hilley	5 yrs	Complete	term thru Jan of 24	
Planning & Zoning Commission	Dorina Fredrickson Lonnie Gustin				
CO River Water Conservation District	Tom Gray				

BOCC 1/10/2023

Moffat County Courthouse

Project Update

Contract timeline is 11/15/21 – 02/25/23 Contract 93% complete

1. MEP trim continuing
2. Entry area concrete ready to pour 1/9-1/13
3. Finish Carpentry scheduled to complete week of 1/18
4. County side FF&E 90% installed
5. Carpet installed in 85%
6. BHI Pay App #14 in the amount of \$1,188,770.15
7. Treanor HL Pay App #13 in the amount of \$27,625.23
8. McKinstry Pay App #2 in the amount of \$29,265.60
9. Pay Application Summary
10. 4 week look ahead schedule







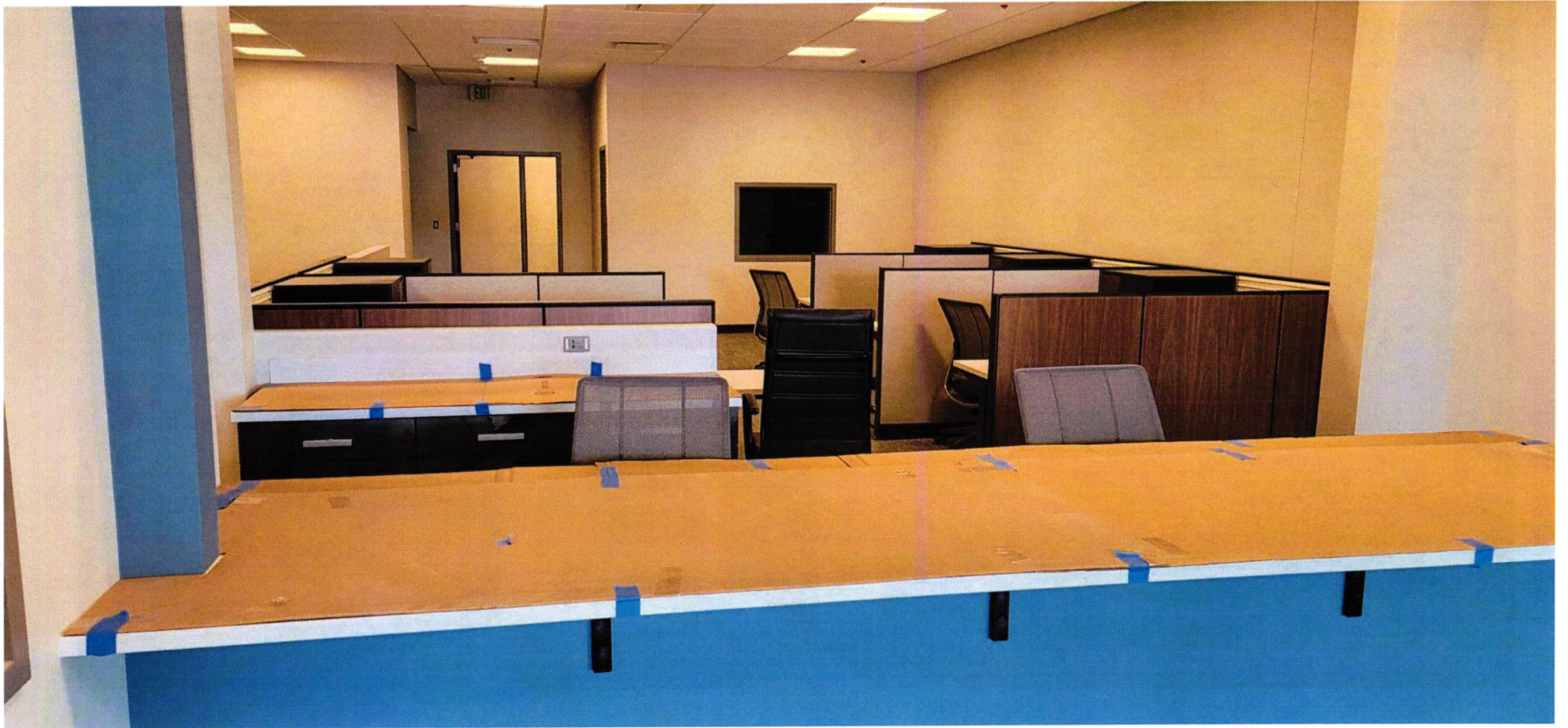










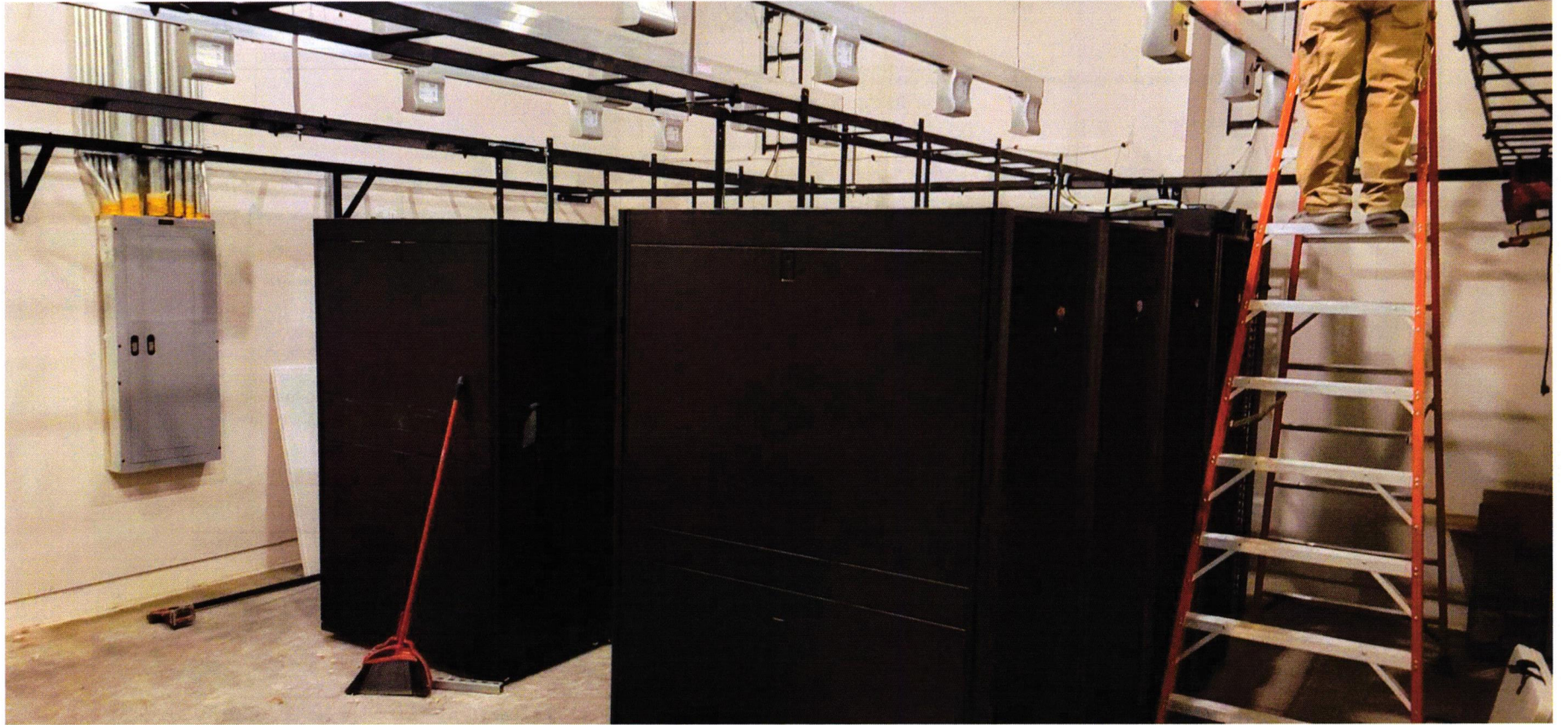












APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 176002

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

Project: 65101-0000 CO_Moffat County Court
House

Application No.: 14

Period To: 12/27/2022

Distribution to:

Owner

Architect

Contractor

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

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$18,535,618.00
2. Net Change By Change Order	\$1,556,158.65
3. Contract Sum To Date	\$20,091,776.65
4. Total Completed and Stored To Date	\$18,687,481.69
5. Retainage:	
a. 5.00% of Completed Work	\$934,374.09
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$934,374.09
6. Total Earned Less Retainage	\$17,753,107.60
7. Less Previous Certificates For Payments	\$16,564,337.45
8. Current Payment Due	\$1,188,770.15
9. Balance To Finish, Plus Retainage	\$2,338,669.05

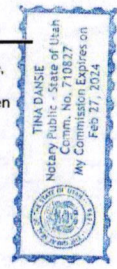
CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$1,556,158.65	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$1,556,158.65	\$0.00
Net Changes By Change Order	\$1,556,158.65	

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

CONTRACTOR: BH INC

By: [Signature] Date: 12-28-2022

State of Utah County of Utah
Subscribed and sworn to before me this 28 day of December 2022
Notary Public: [Signature]
My Commission expires: Feb. 27, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 1,188,770.15

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

ARCHITECT:
By: _____ Date: _____

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

CONTINUATION SHEET

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

Application No. : 14

Application Date : 12/27/22

To: 12/27/22

Architect's Project No.:

Invoice #: 176002

Contract : 66101-0000 CO_Moffat County Court House

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
01.00	General Conditions	147,248.00	144,510.00	1,369.00	0.00	145,879.00	99.07%	1,369.00	7,293.95
01.01	Payment Bond	183,414.00	183,414.00	0.00	0.00	183,414.00	100.00%	0.00	9,170.70
01.02	Supervision	325,600.00	303,280.00	11,160.00	0.00	314,440.00	96.57%	11,160.00	15,722.00
01.03	GC Fee	1,329,979.00	1,153,411.12	86,525.00	0.00	1,239,936.12	93.23%	90,042.88	61,996.81
01.04	Contingency Allowance	300,000.00	220,164.00	35,210.00	0.00	255,374.00	85.12%	44,626.00	12,768.70
02.01	Division 02 - Existing Conditions	221,178.00	221,178.00	0.00	0.00	221,178.00	100.00%	0.00	11,058.90
03.01	Division 03 - Concrete	125,350.00	125,350.00	0.00	0.00	125,350.00	100.00%	0.00	6,267.50
04.01	Division 04 - Masonry	324,250.00	324,250.00	0.00	0.00	324,250.00	100.00%	0.00	16,212.50
05.01	Division 05 - Metals	27,600.00	27,600.00	0.00	0.00	27,600.00	100.00%	0.00	1,380.00
06.01	Division 06 - Wood, Plastics And Composites	559,100.00	320,660.29	125,194.00	0.00	445,854.29	79.74%	113,245.71	22,292.71
07.01	Division 07 - Thermal And Moisture Protection	1,556,292.00	1,531,865.00	0.00	0.00	1,531,865.00	98.43%	24,427.00	76,593.25
08.01	Division 08 - Openings	1,153,647.00	1,010,447.00	104,772.00	0.00	1,115,219.00	96.67%	38,428.00	55,760.95
09.01	Division 09 - Finishes	4,013,962.00	3,849,639.00	85,377.00	0.00	3,935,016.00	98.03%	78,946.00	196,750.80
10.01	Division 10 - Specialties	123,297.00	0.00	61,297.00	0.00	61,297.00	49.71%	62,000.00	3,064.85
12.01	Division 12 - Furnishings	3,574.00	0.00	0.00	0.00	0.00	0.00%	3,574.00	0.00
13.01	Division 13 - Special Construction	183,268.00	179,697.00	1,522.00	0.00	181,219.00	98.88%	2,049.00	9,060.95
21.01	Division 21 - Fire Suppression	175,000.00	172,500.00	955.00	0.00	173,455.00	99.12%	1,545.00	8,672.75
22.01	Division 22 - Plumbing	967,151.00	914,345.70	29,442.00	0.00	943,787.70	97.58%	23,363.30	47,189.39
23.01	Division 23 - HVAC	1,831,400.00	1,758,133.00	17,387.00	0.00	1,775,520.00	96.95%	55,880.00	88,776.00
26.01	Division 26- Electrical	3,389,365.00	3,091,518.20	172,326.00	0.00	3,263,844.20	96.30%	125,520.80	163,192.21
27.01	Division 27- Communications	1,019,470.00	772,392.00	123,601.00	0.00	895,993.00	87.89%	123,477.00	44,799.65
31.01	Division 31- Earthwork	423,413.00	316,497.00	68,050.00	0.00	384,547.00	90.82%	38,866.00	19,227.35
32.01	Division 32- Exterior Improvements	152,060.00	0.00	0.00	0.00	0.00	0.00%	152,060.00	0.00
99.01	CO#1 Roofing Material Increase	225,450.63	225,450.63	0.00	0.00	225,450.63	100.00%	0.00	11,272.53
99.02	CO#2	1,216,696.49	578,280.75	268,500.00	0.00	846,780.75	69.60%	369,915.74	42,339.04
99.03	PCO #5	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.04	PCO #6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.05	PCO #04	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.06	PCO #08	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.07	PCO #09	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
0-99.08	Change Order #03	114,011.53	11,562.00	58,650.00	0.00	70,212.00	61.58%	43,799.53	3,510.60
Grand Totals		20,091,776.65	17,436,144.69	1,251,337.00	0.00	18,687,481.69	93.01%	1,404,294.96	934,374.09

TREANORHL

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

December 31, 2022
Project No: JS0884.2001.01
Invoice No: 50902

Project JS0884.2001.01 Moffat County Courthouse
Professional Services from December 1, 2022 to December 31, 2022
FEE

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design- Courthouse	57,600.00	100.00	57,600.00	57,600.00	0.00
Design Development- Courthouse	76,800.00	100.00	76,800.00	76,800.00	0.00
Schematic Design- County	86,400.00	100.00	86,400.00	86,400.00	0.00
Design Development- County	115,200.00	100.00	115,200.00	115,200.00	0.00
Construction Documents - County	168,000.00	100.00	168,000.00	168,000.00	0.00
Construction Documents - Courthouse	168,000.00	100.00	168,000.00	168,000.00	0.00
Bidding - Courthouse	24,000.00	100.00	24,000.00	24,000.00	0.00
Bidding - County	24,000.00	100.00	24,000.00	24,000.00	0.00
Contract Admin- Courthouse	120,000.00	92.00	110,400.00	103,200.00	7,200.00
Contract Admin- County	120,000.00	92.00	110,400.00	103,200.00	7,200.00
Add Service #1 - County	105,950.00	98.00	103,831.00	95,355.00	8,476.00
Add Service #2 - Civil	55,700.00	98.00	54,586.00	50,130.00	4,456.00
Total Fee	1,121,650.00		1,099,217.00	1,071,885.00	27,332.00
			Total Fee		27,332.00

CONSULTANTS

JVA , Inc.					293.23
12/22/2022	JVA , Inc.				293.23
	Total Consultants				293.23
				Total this invoice	\$27,625.23

Roy Tipton <rtipton@moffatcounty.net>

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

treanorhl.com





INVOICE

250364 Moffat County
211 W Victory Way
Craig, CO 81626

INVOICE #: 20080567
INVOICE DATE: 12/27/22
JOB: 206585-
APPLICATION #: 2
PAY TERMS: NET 30

Invoice 2 - Work complete

DESCRIPTION	AMOUNT
206585- Moffat County PV Development	29,265.60
CURRENT BILLING	29,265.60
SALES TAX	0.00
LESS RETENTION	0.00
INVOICE TOTAL	<u>\$29,265.60</u>

REMIT TO: **McKinstry Lockbox**
PO Box 3895
Seattle, WA 98124

McKinstry Estimation, LLC
FEDERAL ID 46-1562311
CONTRACTOR LICENSES: www.mckinstry.com/licenses
1.7% INTEREST AFTER 30 DAYS
DIRECT INQUIRIES TO ACCOUNTSRECEIVABLE@MCKINSTRY.COM OR 206.832.8799

BHI	
Contract	\$18,535,618.00
Change Order #1	\$225,450.63
Change Order #2	\$1,216,696.46
Change Order #3	\$114,011.53
Change Order #4	\$139,093.87
Total	\$20,230,870.49
Pay Applications trough 12/31/22	
BHI	93% Complete
#1	\$ 193,414.00
#2	\$ 133,855.00
#3 1/31/2022	\$ 2,023,297.65
#4 3/1/2022	\$ 2,093,268.00
#5 4/1/2022	\$ 1,495,428.25
#6 5/2/2022	\$ 1,291,425.25
#7 5/31/2022	\$ 1,303,414.25
#8 6/30/2022	\$ 1,196,662.75
#9 7/31/2022	\$ 1,207,291.35
#10 8/31/2022	\$ 1,967,652.35
#11 9/30/2022	\$ 1,324,649.88
#12 10/31/22	\$ 1,578,260.30
#13 11/30/22	\$ 884,716.61
#14 12/27/22	\$ 1,188,770.15
Total	\$ 17,882,105.79
Treanor HL	
#1	\$ 15,622.38
#2 1/31/2022	\$ 14,400.00
#3 2/28/2022	\$ 30,292.50
#4 3/31/2022	\$ 40,417.00
#5 5/4/2022	\$ 14,400.00
#6 5/31/2022	\$ 50,985.00
#7 6/30/2022	\$ 56,066.95
#8 7/31/2022	\$ 33,622.50
#9 8/31/2022	\$ 25,666.17
#10 9/30/2022	\$ 22,775.73
#11 10/31/22	\$ 19,200.23
#12 11/30/22	\$ 17,650.50
#13 12/31/22	\$ 27,265.23
Total	\$ 368,364.19

NWCC	
1/15/2022	\$ 587.20
2/17/2022	\$ 6,022.00
3/15/2022	\$ 3,845.00
6/3/2022	\$ 6,614.00
6/14/2022	\$ 1,285.20
6/16/2022	\$ 442.20
9/14/2022	\$ 3,296.60
NWCC 10/17/22	\$ 3,030.00
11/16/2022	\$ 984.40
Total	\$ 26,106.60
Workplace Resources FF&E Contract	\$ 773,316.12
Pay App #1	\$ 632,385.95
Total	\$ 632,385.95
Summit Partners Network Equipment Contract	
	\$ 157,054.62
Total	
MicKinstry Essention LLC	
Solar Field Design #1	\$ 33,134.40
Solar Field #2	\$ 29,265.60
Total	\$ 62,400.00
Moffat County	
WAP	\$ 7,514.65
Phones	\$ 19,868.05
YVEA	\$ 32,541.15
YVEA 8/3/22	\$ 2,892.61
Treasure Electronics 9/27/22	\$ 25,895.00
Arctic industries	\$ 8,423.01
Fort Knox Ballot Box	\$ 2,610.00
Wagner Equipment	\$ 11,520.00
Restaurant Supply	\$ 4,609.58
Reusable Transoprt Packing	\$ 4,329.89
Western Storage	\$ 15,000.00
Total	\$ 135,203.94
Total Expenses through 10/11/2022	\$ 19,106,566.47
Total Contracts	\$21,690,915.96

**EXHIBIT D
FORM OF REQUISITION**

REQUISITION NO. 42 Dated: 1/10/2023

To: BOKF, N.A., as Trustee
Attention: Corporate Trust Services/Keith Papantonio
Facsimile number: _____

The undersigned County Representative (the "County Representative") of and for Moffat County, Colorado (the "County"), as the lessee's representative under the Lease Purchase Agreement, dated as of May 27, 2021 (the "Lease"), between BOKF N.A., as Trustee, as lessor, and the County, as lessee, hereby requisitions the following sum from the Construction Fund established under the Indenture of Trust, dated as of May 27, 2021 (the "Indenture"), entered into by BOKF N.A., as Trustee, and in connection with such request, certifies as follows:

Amount: \$ 1,188,770.15

Name and Address of Payee: BH, Inc
1175 East 2000 South
Vernal, UT 84078

Wire Instructions (if applicable): Master Payment Instructions

Describe Nature of Obligation: General Contractor Courthouse Construction.
Pay App #14 Completed and stored to date see attached.

The County Representative further certifies that:

- (a) the obligation described above has been properly incurred, is a proper charge against the Construction Fund and has not been the basis of any previous withdrawal or requisition;
- (b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied;
- (c) the disbursement requested is due and payable and will be used for the "Costs of the Project" permitted under the Lease and the Indenture;
- (d) the County is not in breach of any of the agreements contained in the Lease; and
- (e) No Event of Default or Event of Nonappropriation has occurred and is continuing.

MOFFAT COUNTY, COLORADO

By: _____
County Representative Donald Broom

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 176002

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

Project: 66101-0000 CO_Moffat County Court House

Application No.: 14

Distribution to:

Owner

Architect

Contractor

Period To: 12/27/2022

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

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$18,535,618.00
2. Net Change By Change Order	\$1,556,158.65
3. Contract Sum To Date	\$20,091,776.65
4. Total Completed and Stored To Date	\$18,687,481.69
5. Retainage:	
a. 5.00% of Completed Work	\$934,374.09
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$934,374.09
6. Total Earned Less Retainage	\$17,753,107.60
7. Less Previous Certificates For Payments	\$16,564,337.45
8. Current Payment Due	\$1,188,770.15
9. Balance To Finish, Plus Retainage	\$2,338,669.05

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

CONTRACTOR: BH INC

By: [Signature] Date: 12-28-2022

State of: Utah County of: Uintah
Subscribed and sworn to before me this 28 day of December 2022
Notary Public: [Signature]
My Commission expires: Feb. 27, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 1,188,770.15 [Signature]

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

ARCHITECT: [Signature] Date: 1/5/23

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$1,556,158.65	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$1,556,158.65	\$0.00
Net Changes By Change Order	\$1,556,158.65	

CONTINUATION SHEET

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

Application No. : 14
 Application Date : 12/27/22
 To: 12/27/22
 Architect's Project No.:

Invoice #: 176002 Contract : 66101-0000 CO_Moffat County Court House

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
01.00	General Conditions	147,248.00	144,510.00	1,369.00	0.00	145,879.00	99.07%	1,369.00	7,293.95
01.01	Payment Bond	183,414.00	183,414.00	0.00	0.00	183,414.00	100.00%	0.00	9,170.70
01.02	Supervision	325,600.00	303,280.00	11,160.00	0.00	314,440.00	96.57%	11,160.00	15,722.00
01.03	GC Fee	1,329,979.00	1,153,411.12	86,525.00	0.00	1,239,936.12	93.23%	90,042.88	61,996.81
01.04	Contingency Allowance	300,000.00	220,164.00	35,210.00	0.00	255,374.00	85.12%	44,626.00	12,768.70
02.01	Division 02 - Existing Conditions	221,178.00	221,178.00	0.00	0.00	221,178.00	100.00%	0.00	11,058.90
03.01	Division 03 - Concrete	125,350.00	125,350.00	0.00	0.00	125,350.00	100.00%	0.00	6,267.50
04.01	Division 04- Masonry	324,250.00	324,250.00	0.00	0.00	324,250.00	100.00%	0.00	16,212.50
05.01	Division 05 - Metals	27,600.00	27,600.00	0.00	0.00	27,600.00	100.00%	0.00	1,380.00
06.01	Division 06 - Wood, Plastics And Composites	559,100.00	320,660.29	125,194.00	0.00	445,854.29	79.74%	113,245.71	22,292.71
07.01	Division 07 - Thermal And Moisture Protection	1,556,292.00	1,531,865.00	0.00	0.00	1,531,865.00	98.43%	24,427.00	76,593.25
08.01	Division 08 - Openings	1,153,647.00	1,010,447.00	104,772.00	0.00	1,115,219.00	96.67%	38,428.00	55,760.95
09.01	Division 09 - Finishes	4,013,962.00	3,849,639.00	85,377.00	0.00	3,935,016.00	98.03%	78,946.00	196,750.80
10.01	Division 10 - Specialties	123,297.00	0.00	61,297.00	0.00	61,297.00	49.71%	62,000.00	3,064.85
12.01	Division 12 - Furnishings	3,574.00	0.00	0.00	0.00	0.00	0.00%	3,574.00	0.00
13.01	Division 13 - Special Construction	183,268.00	179,697.00	1,522.00	0.00	181,219.00	98.88%	2,049.00	9,060.95
21.01	Division 21 - Fire Suppression	175,000.00	172,500.00	955.00	0.00	173,455.00	99.12%	1,545.00	8,672.75
22.01	Division 22 - Plumbing	967,151.00	914,345.70	29,442.00	0.00	943,787.70	97.58%	23,363.30	47,189.39
23.01	Division 23 - HVAC	1,831,400.00	1,758,133.00	17,387.00	0.00	1,775,520.00	96.95%	55,880.00	88,776.00
26.01	Division 26- Electrical	3,389,365.00	3,091,518.20	172,326.00	0.00	3,263,844.20	96.30%	125,520.80	163,192.21
27.01	Division 27- Communications	1,019,470.00	772,392.00	123,601.00	0.00	895,993.00	87.89%	123,477.00	44,799.65
31.01	Division 31- Earthwork	423,413.00	316,497.00	68,050.00	0.00	384,547.00	90.82%	38,866.00	19,227.35
32.01	Division 32- Exterior Improvements	152,060.00	0.00	0.00	0.00	0.00	0.00%	152,060.00	0.00
99.01	CO#1 Roofing Material Increase	225,450.63	225,450.63	0.00	0.00	225,450.63	100.00%	0.00	11,272.53
99.02	CO#2	1,216,696.49	578,280.75	268,500.00	0.00	846,780.75	69.60%	369,915.74	42,339.04
99.03	PCO #5	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.04	PCO #6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.05	PCO #04	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.06	PCO #08	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.07	PCO #09	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
0-99-08	Change Order #03	114,011.53	11,562.00	58,650.00	0.00	70,212.00	61.58%	43,799.53	3,510.60
Grand Totals		20,091,776.65	17,436,144.69	1,251,337.00	0.00	18,687,481.69	93.01%	1,404,294.96	934,374.09

**EXHIBIT D
FORM OF REQUISITION**

REQUISITION NO. 41 Dated: 1/10/2023

To: BOKF, N.A., as Trustee
Attention: Corporate Trust Services/Keith Papantonio
Facsimile number: _____

The undersigned County Representative (the "County Representative") of and for Moffat County, Colorado (the "County"), as the lessee's representative under the Lease Purchase Agreement, dated as of May 27, 2021 (the "Lease"), between BOKF N.A., as Trustee, as lessor, and the County, as lessee, hereby requisitions the following sum from the Construction Fund established under the Indenture of Trust, dated as of May 27, 2021 (the "Indenture"), entered into by BOKF N.A., as Trustee, and in connection with such request, certifies as follows:

Amount: \$ 27,625.23

Name and Address of Payee: Treanor HL, Inc.
1040 Vermont St.
Lawrence, KS 66044

Wire Instructions (if applicable):

Describe Nature of Obligation: Architectural Services for Phase 3 construction contract

The County Representative further certifies that:

- (a) the obligation described above has been properly incurred, is a proper charge against the Construction Fund and has not been the basis of any previous withdrawal or requisition;
- (b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied;
- (c) the disbursement requested is due and payable and will be used for the "Costs of the Project" permitted under the Lease and the Indenture;
- (d) the County is not in breach of any of the agreements contained in the Lease; and
- (e) No Event of Default or Event of Nonappropriation has occurred and is continuing.

MOFFAT COUNTY, COLORADO

By: _____
County Representative Donald Broom

TREANORHL

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

December 31, 2022
 Project No: JS0884.2001.01
 Invoice No: 50902

Project JS0884.2001.01 Moffat County Courthouse
Professional Services from December 1, 2022 to December 31, 2022
FEE

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design- Courthouse	57,600.00	100.00	57,600.00	57,600.00	0.00
Design Development- Courthouse	76,800.00	100.00	76,800.00	76,800.00	0.00
Schematic Design-County	86,400.00	100.00	86,400.00	86,400.00	0.00
Design Development-County	115,200.00	100.00	115,200.00	115,200.00	0.00
Construction Documents - County	168,000.00	100.00	168,000.00	168,000.00	0.00
Construction Documents - Courthouse	168,000.00	100.00	168,000.00	168,000.00	0.00
Bidding - Courthouse	24,000.00	100.00	24,000.00	24,000.00	0.00
Bidding - County	24,000.00	100.00	24,000.00	24,000.00	0.00
Contract Admin- Courthouse	120,000.00	92.00	110,400.00	103,200.00	7,200.00
Contract Admin- County	120,000.00	92.00	110,400.00	103,200.00	7,200.00
Add Service #1 - County	105,950.00	98.00	103,831.00	95,355.00	8,476.00
Add Service #2 - Civil	55,700.00	98.00	54,586.00	50,130.00	4,456.00
Total Fee	1,121,650.00		1,099,217.00	1,071,885.00	27,332.00
		Total Fee			27,332.00

CONSULTANTS

JVA , Inc.					
12/22/2022	JVA , Inc.			293.23	
	Total Consultants			293.23	293.23
			Total this Invoice		\$27,625.23

Roy Tipton <rptipton@moffatcounty.net>

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

treanorhl.com



**EXHIBIT D
FORM OF REQUISITION**

REQUISITION NO. 43 Dated: 1/10/2023

To: BOKF, N.A., as Trustee
Attention: Corporate Trust Services/Keith Papantonio
Facsimile number: _____

The undersigned County Representative (the "County Representative") of and for Moffat County, Colorado (the "County"), as the lessee's representative under the Lease Purchase Agreement, dated as of May 27, 2021 (the "Lease"), between BOKF N.A., as Trustee, as lessor, and the County, as lessee, hereby requisitions the following sum from the Construction Fund established under the Indenture of Trust, dated as of May 27, 2021 (the "Indenture"), entered into by BOKF N.A., as Trustee, and in connection with such request, certifies as follows:

Amount: \$ 29,265.60

Name and Address of Payee: McKinsty Essention
PO Box 3895
Seattle, WA 98124

Wire Instructions (if applicable): See Attached remit letter

Describe Nature of Obligation: Solar Field Design

The County Representative further certifies that:

- (a) the obligation described above has been properly incurred, is a proper charge against the Construction Fund and has not been the basis of any previous withdrawal or requisition;
- (b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied;
- (c) the disbursement requested is due and payable and will be used for the "Costs of the Project" permitted under the Lease and the Indenture;
- (d) the County is not in breach of any of the agreements contained in the Lease; and
- (e) No Event of Default or Event of Nonappropriation has occurred and is continuing.

MOFFAT COUNTY, COLORADO

By: _____
County Representative Donald Broom



INVOICE

250364 Moffat County
211 W Victory Way
Craig, CO 81625

INVOICE #: 20060567
INVOICE DATE: 12/27/22
JOB: 206585-
APPLICATION #: 2
PAY TERMS: NET 30

Invoice 2 - Work complete

DESCRIPTION	AMOUNT
206585- Moffat County PV Development	29,265.60
	CURRENT BILLING 29,265.60
	SALES TAX 0.00
	LESS RETENTION 0.00
	INVOICE TOTAL <u><u>\$29,265.60</u></u>

REMIT TO: McKinstry Lockbox
PO Box 3895
Seattle, WA 98124

McKinstry Essention, LLC
FEDERAL ID 46-1563231
CONTRACTOR LICENSES www.mckinstry.com/licenses
1.5% INTEREST AFTER 30 DAYS
DIRECT INQUIRIES TO ACCOUNTSRECEIVABLE@MCKINSTRY.COM OR 206 832 8799

RESOLUTION 2023 - 08

SALE OF COUNTY HOSPITAL REAL PROPERTY TO THE CRAIG HOUSING AUTHORITY FOR THE PUBLIC PURPOSE AND USE OF PROVIDING AFFORDABLE HOUSING FOR HEALTHCARE WORKERS AND COMMUNITY MEMBERS IN MOFFAT COUNTY

Whereas, the Board of Commissioners of the County (BOCC) of Moffat, State of Colorado, is empowered to sell, convey, or exchange any real or personal property owned by the county and make such order respecting the same as may be deemed conducive to the interests of the inhabitants, and is also empowered to make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers, pursuant to Section 30-11-101, C.R.S.; and

Whereas, The Memorial Hospital, doing business as Memorial Regional Health, (MRH) is a county hospital as defined by Colorado Revised Statute Section 25-3-301, *et. seq.* The public hospital board has exclusive control of the use and expenditure of all moneys collected to the credit of the hospital and of the purchase of sites, pursuant to Section 25-3-304 (1) C.R.S.; and

Whereas, real property acquired by MRH, in furtherance of its duties and powers, is required by law to be titled in Moffat County. [Section 25-3-304(1) C.R.S.]; and

Whereas, MRH acquired the real property described below as part of a larger parcel from School District No. 5 on July 6, 1949. After MRH became a county hospital, MRH deeded the real property to Moffat County, a body politic, on November 12, 1952, as required by Colorado law. The deed conveying the real property contained numerous restrictions regarding the use of the property; and

Whereas, the Board of Trustees for MRH adopted Resolution 2023-1 on January 5, 2023, releasing Moffat County from any and all restrictions in the deed transferring title to Moffat County and also stating the Board of Trustees' desire to transfer title of the Property described herein to the City of Craig and its Housing Authority for a nominal fee to promote affordable housing for healthcare workers and community members in Moffat County; and

Whereas, the Board of Commissioners of the County of Moffat finds there is a public use and purpose for affordable housing set forth in Section 29-4-2022 of the Colorado Revised Statutes. On behalf of MRH, Moffat County is selling the real property described below for a nominal fee; however, it is anticipated that the property will ultimately be the property of the City of Craig Housing Authority. The Housing Authority has recently been formed with the intention of providing affordable housing with the City of Craig. Some of the affordable housing units will be first offered to hospital employees and local school district employees on a right of first refusal basis; and

The Board therefore finds it is in the best interests of the citizens of Moffat County for Moffat County to be authorized to sell the following described property for a nominal fee on behalf of MRH to promote affordable housing for healthcare workers and community members in

furtherance of a plan to meet the needs of the hospital and the community;

Legal description of property: 785 Russell Street, Lot 1A, MRH Replat #2, City of Craig, Moffat County, Colorado, (herein "Property"), and

Whereas, MRH acting through its Board of Trustees, has determined that the foregoing Property is no longer needed for any foreseeable hospital purpose; and

Whereas, the BOCC of Moffat County, Colorado, acting pursuant to Section 30-11-101 and 102 C.R.S. and Section 38-30-141 C.R.S. has full authority to make such orders regarding property titled in the county as the Board deems appropriate; and

Whereas, the Board of Trustees of MRH has requested the BOCC of Moffat County to authorize the sale of the Property to the Craig Housing Authority on such terms as are acceptable to MRH acting through its administrator, Jennifer Riley, so long as the terms of transfer of title do not involve pledging the public credit of Moffat County in violation of state law; and

Whereas, the Trustees of MRH have requested Moffat County to designate Jennifer Riley, Chief Executive Officer of Memorial Regional Health, a "Commissioner" to sell and convey the Property all as provided by Section 38-30-141 C.R.S.; and

Whereas, MRH acting through its Board of Trustees, has requested the approval of its Chief Executive Officer, Jennifer Riley, as the "Commissioner" to transfer title and convey the Property and to execute on behalf of Moffat County all contracts, conveyances, closing instructions, settlement sheets and other reasonable and customary closing documents in furtherance thereof; and

Whereas, inasmuch as no county government revenues were utilized to acquire the Property, all proceeds of the transfer of such Property should be deposited to the account of MRH.

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

1. The sale of the following Property: Subd: Lot 1A, MRH Replat #2, City of Craig, Moffat County, Colorado, with a street address of 785 Russell Street, Craig, Colorado, now titled in Moffat County, Colorado, is hereby authorized and approved, and this order of sale shall be entered of record among the proceedings of this Board, all as required by Section 38-30-141, C.R.S.
2. Jennifer Riley, Chief Executive Officer of Memorial Regional Health, is appointed as the designated "Commissioner" of Moffat County, as that term is defined in Section 38-30-141, C.R.S., to sell and convey the Property and to execute contracts, conveyances, closing instructions, settlement sheets and other reasonable and customary closing documents in furtherance of such transfer of title. Because the sale of the Property is for a public purpose to the Craig Housing Authority, the Property may be sold for a nominal fee.

3. All proceeds of such sale shall be delivered to and deposited to the account of the Memorial Hospital, doing business as Memorial Regional Health, Craig, Colorado.

Adopted this 10th day of January, 2023.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Donald Broom, Chair

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio to the Moffat County 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 Moffat County Board of County Commissioners on the date stated.

Witness my hand and seal of said county this 10th day of January, 2023.

Stacy Morgan, Clerk and Ex-Officio to the County Commissioners, Moffat County, State of Colorado