

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W. Victory Way Craig, Colorado 81625

(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, January 23, 2024

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) January 9 (pgs 3-6); January 16 – Special Meeting (pg 7)

Resolutions:

- b) 2024-12: Resolution for Payment of Payroll Warrants (pg 8)
- c) 2024-13: Transfer of Intergovernment Funds for the month of December 2023 (pg 9)
- d) 2024-15: Payment of Warrants for the month of December 2023 (pg 10)
- e) 2024-16: Accounts Payable (pg 11)
- f) 2024-17: Purchase Cards (pg 12)

Contracts & Reports:

- g) Road & Bridge Department contract w/Axis Steel for pick-up & disposal of Scrap Metal (pgs 13-17)
- h) Annual HUTF Report (pg 18)
- i) Memo of Understanding Amendment #1 between CO Department of Early Childhood & Department of Human Services (pg 19)
- j) Letter(s) of Support for Pot Hook Water Conservancy District grant application (pgs 20 & 21)
- k) Irish Canyon Restrooms Seasonal Cleaning contract w/E. Dana (pgs 22-25)
- l) Yampa Valley Golf Course Board annual change of members & manager (pgs 26-30)
- m) Eligible Governmental Entity agreement between the CO Statewide Internet Portal Authority & Moffat County (pgs 31-36)

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

Public Comment/General Discussion:



9:45 AM 1/22/2024

Board of County Commissioners

- 1) Announce Community Volunteer Board seat appointments (pg 37)

Staff Reports:

- 2) **Road & Bridge Department – Dan Miller**
 - Request waiving bid process for Waste Tire Recycling at Landfill (pg 38)
 - Approve contract with Overton Recycling for Waste Tire Recycling at Landfill (pgs 39-45)
 - Resolution 2024-14: Authorization for Director of the Moffat County Road & Bridge Department to Sign License Agreements re: Employee Housing (pgs 46-53)
- 3) **Office of Emergency Management – Todd Wheeler**
 - Request waiving bid process for Search & Rescue Vehicle Tracks (pgs 54-57)
- 4) **Sheriff's Office – KC Hume**
 - Dog Control Ordinance 2024-0227 – First Reading (pgs 58-75)
- 5) **Human Resources Department – Rachel Bower**
 - Present Employment Offer for Veteran Services' Officer position (pg 76)
- 6) **Department of Human Services – Kristin Grajeda**
 - Request waiving bid process for Core Services Program/Mental Health Services contract
 - Approve Addendum to Core Services Program/Mental Health Services contract w/K. Persichitte (pg 77)
- 7) **Office of Development Services – Neil Binder**
 - Partial retainage pay on the courthouse to BHI (pgs 78-80)

Adjournment

The next scheduled BOCC meeting will be Tuesday, February 13, 2024 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/eiOY6PsO5Q4>

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



9:45 AM 1/22/2024

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

January 9, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Rebecca Tyree; Carol Haskins; Tom Kleinschnitz; Candace Miller; Neil Binder; Bruce White; Angie Boss; Ashley Dishman

Call to Order
Pledge of Allegiance

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) December 28

Resolutions:

- b) 2024-01: Resolution for Payment of Payroll Warrants
- c) 2024-02: Official Newspaper
- d) 2024-03: Treasurer Depositories
- e) 2024-04: BCC Meeting Dates/Postings
- f) 2024-05: Appointment of Budget Officer
- g) 2024-06: Transfer of Payment of Warrants for December 2023
- h) 2024-07: Accounts Payable
- i) 2024-08: Special Payroll
- j) 2024-09: Transfer of Intergovernment Funds for December 2023
- k) 2024-11: Voided Warrants Resolution for January 2024

Contracts & Reports:

- l) Colorado Department of Public Health & Environment Discharge Monitoring Report: Limestone Pit #10
- m) Department of Human Services – Merit System Compliance
- n) Treasurer's Reports (4)
- o) Ratify appointment to the Basin Roundtable Board
- p) Department of Human Services Core Services Program/Mental Health Services contract(s):
 - S. Coleman
 - L. Treanor
- q) Loudy-Simpson Park Ballfield upgrade contract w/Garvick Construction
- r) Dental Insurance Services contract w/Delta Dental
- s) HealthComp contract

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

Announce Community Volunteer Board seat appointments (see attached)
The appointments are as follows:

Area Council on Aging: Kathy Shea

Hamilton Community
Center Board: Tina Smith
Kim Lewis

Housing Authority Board: Beth Gilchrist

*Land Use Board: Will Myers – Recreation Rep
Jon Miller – Recreation Alt
John Cromer – Landowner Rep
Doug Winters – Landowner Alt
T. Wright Dickinson – Ag Alt
Doug Davis – Business Rep
Steve Hinkemeyer – Minerals & Mining Rep
Troy Osborn – Business Alt

LMD: Nate Browning

MCTA: Brittany Jennings
Shannon Moore

Maybell Community Board: Kathey Ogle
Chip McIntyre
April McIntyre

Maybell VFD Advisory Board: Joe Huffaker

Memorial Regional Health Board
of Trustees: Steve Hilley

Planning & Zoning Commission: Shauana Merrill

*Jeff Comstock, Natural Resources Department Director, came up before the BCC to explain the process (see attached) the Land Use Board had reviewed their board seat terms so they wouldn't have so many members going off at one time. The Recreation seat representative would be extended by one year; the Landowner

representative seat would be extended by one year, and the Government alternate seat was shortened by one year. These term adjustments will be a one-time only move, just to realign the term lengths.

The Agriculture representative seat member, Joel Tuck, has moved out of the County, and as he is no longer a resident, he is not able to serve on the Land Use Board. The LUB decided to move Mike Camblin out of the Business representative seat into the Agriculture representative seat; Doug Davis, the alternate Business seat will now be the Business representative seat. New applicant, Troy Osborn, has been appointed to the Business alternate seat.

Villard moved to adjust three terms (Recreation, Landowner & Government) on the Land Use Board. Broom seconded the motion. Motion carried 3-0.

Villard moved to:

- Move Mike Camblin from Business to Agriculture to replace Joel Tuck.
- Reappoint Doug Davis to Business Representative (Move from Business Alternate to Business Representative)
- Reappoint Will Myers to Recreation
- Reappoint Jon Miller to Recreation Alt
- Reappoint John Cromer to Landowner
- Reappoint Doug Winters to Landowner Alt
- Reappoint T. Wright Dickinson to Agriculture Alt
- Reappoint Steve Hinkemeyer to Minerals and Mining
- New Appointment Troy Osborn to Business Alt

Broom seconded the motion. Motion carried 3-0.

Commissioner Bohrer read through the list of the other boards/applicants.

Villard moved to approve the other board appointments as read. Broom seconded the motion. Motion carried 3-0.

Staff Reports:

Road & Bridge Department – Bruce White

Bid Recommendation: Salvage Metal (see attached)

The Road & Bridge Department received two bids for the 2024 pick-up/disposal of Salvage Metal contract:

X-Field Services	\$29/ton
Axis Steel	\$40/ton

White recommended going with the bid from Axis Steel at \$40/ton.

Bohrer clarified that this money is paid to the County? White said yes, that the value of scrap has gone up this much.

Broom moved to accept the Salvage Metal bid recommendation for Axis Steel at \$40/ton. Villard seconded the motion. Motion carried 3-0.

Office of Development Services – Neil Binder

Bid Recommendation: Multi-Use Event Center Feasibility Study (see attached)

Binder described the process the selection committee (City/County) went through to determine the best contractor for this Multi-Use Event Center Feasibility Study. Due to the complexity of this project, rather than just relying on cost, a scoring system based on qualifications, past experience with similar projects, etc. was used to help the committee make this recommendation.

Three bids were received:

KO Crossroads Consulting	\$260,800	Score: 131
Johnson Consulting	\$275,825	Score: 142
Treanor HL	\$135,750	Score: 107

Based on the scoring system, Binder recommended going with Johnson Consulting.

Villard moved to approve the bid recommendation for the Multi-Use Event Center Feasibility Study from Johnson Consulting for \$275,825. Broom seconded the motion. Motion carried 3-0.

Bohrer asked, for public knowledge, where does the money for the Feasibility Study come from? Binder replied that it is from a DOLA grant. If it proves practical to move forward, the funding for the project would come from Office of Just Transition monies.

Meeting adjourned at 8:49 am

The next scheduled Board of County Commissioners meeting is Tuesday, January 23, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

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

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

January 16, 2024 – Special Meeting

In attendance: Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Jeff Comstock; Rebecca Tyree; Rachel Bower; Cathy Nielson; Heather Brumblow

Commissioner Bohrer was absent

Call to Order

Commissioner Villard called the meeting to order at 9:00 am

Villard made a motion to approve the agenda as presented. Broom seconded the motion. Motion carried 2-0.

Consent Agenda -

Review & Sign the following documents: (see attached)

- Resolution 2024-10: Resolution to Set Mill Levies
- Event Center Feasibility Study contract w/Johnson Consulting

Villard made a motion to approve the consent agenda as presented. Broom seconded the motion. Motion carried 2-0.

Human Resources Department – Rachel Bower

- Facilities Department Personnel Request (see attached)

Bower requested, effective January 31, 2024, an increase rate of pay for one of the Facilities /Grounds Maintenance Techs from a Grade 6N/Step 3/\$22/hr to Grade 6N/Step 4/\$23/hr. The employee has completed certified welding training on his own to broaden his knowledge and skill set. This training will help the department to complete projects in-house, rather than hiring an outside contractor.

Broom moved to approve the pay increase as presented. Villard seconded the motion. Motion carried 2-0.

Meeting adjourned at 9:05 am

The next scheduled BOCC meeting is Tuesday, January 23, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-12
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 1/6/2024

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

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

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

Pay Date 1/19/2024

FROM FUND:

General	0010.7000	\$251,637.16	cr
Road & Bridge	0020.7000	\$170,040.35	cr
Landfill	0070.7000	\$16,336.94	cr
Airport	0120.7000	\$791.50	cr
Library	0130.7001	\$10,964.86	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$9,026.12	cr
Mo Co Tourism	0320.7000	\$3,505.94	cr
PSC Jail	0072.7000	\$69,132.86	cr
Human Services	0030.7100	\$64,431.64	cr
Public Health	0065.7000	\$13,882.89	cr
SM I	0168.7000	\$4,115.32	cr
SM II	0169.7000	\$4,802.83	cr

TO FUND:

Warrant	0100.1000	\$618,668.41	dr
---------	-----------	--------------	----

Adopted this _____ day of _____ A.D. 2024

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

RESOLUTION 2024-13
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF DECEMBER 2023

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

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

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
SUNSET MEADOWS 1	368.69	SM 1 SECURITY DEPOSITS	368.69
SUNSET MEADOWS 2	315.40	SM 2 SECURITY DEPOSITS	315.40
TOTALS	<u>\$ 684.09</u>	TOTALS	<u>\$ 684.09</u>

Adopted this 23rd day of January, A.D. 2024

Chairman

COUNTY OF MOFFAT)
)§

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

WITNESS my hand and seal this 23rd day of January, A.D. 2024

Clerk & Recorder

RESOLUTION 2024-15
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2023 (PRIOR YEAR EXPENSES)

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:	1/23/2024		
General	110	<u>\$329,298.84</u>	CR	0010.7000
Road & Bridge	200	<u>\$211,050.16</u>	CR	0020.7000
Landfill	240	<u>\$51,802.78</u>	CR	0070.7000
Airport	260	<u>\$52,546.03</u>	CR	0120.7000
Emergency 911	270	<u>\$74.51</u>	CR	0350.7000
Capital Projects	510	<u>\$235,216.87</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$1,363.01</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$431.07</u>	CR	0280.7000
Health & Welfare	720	<u>\$40,108.35</u>	CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210	<u>\$40,378.58</u>	CR	0072.7000
Human Sevices	220	<u>\$82,362.33</u>	CR	0030.7100
Public Health	250		CR	0065.7000
Sunset Meadows I	910		CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920		CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$1,044,632.53</u>	DR	

Adopted this 23rd day of January, 2024

Chairman

RESOLUTION 2024-16
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JANUARY 2024

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

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

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

FROM FUND:	Check Date:	1/23/2024		
General	110	<u>\$243,838.77</u>	CR	0010.7000
Road & Bridge	200	<u>\$25,300.38</u>	CR	0020.7000
Landfill	240	<u>\$601.16</u>	CR	0070.7000
Airport	260	<u>(\$111.64)</u>	CR	0120.7000
Emergency 911	270		CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$1,786.45</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>\$6,541.38</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,172.22</u>	CR	0170.7000
Internal Service Fund	710	<u>\$576.09</u>	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$52,716.99</u>	CR	0320.7000
PSC - JAIL	210	<u>\$97,620.99</u>	CR	0072.7000
Human Seviles	220	<u>\$5,624.63</u>	CR	0030.7100
Public Health	250	<u>\$4,553.55</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$7,620.70</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$150.00</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$15,403.13</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		CR	0050.7000
To Fund				
Warrant		<u>\$463,394.80</u>	DR	

Adopted this 23rd day of January, 2024

Chairman

RESOLUTION 2024-17
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JANUARY 2024

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

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

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

	Check Date:	1/23/2024	
FROM FUND:			
General	110	\$21,209.11	CR 0010.7000
Road & Bridge	200	\$4,937.81	CR 0020.7000
Landfill	240		CR 0070.7000
Airport	260		CR 0120.7000
Emergency 911	270	\$3,049.17	CR 0350.7000
Capital Projects	510		CR 0160.7000
Conservation Trust	211		CR 0060.7000
Library	212	\$645.82	CR 0130.7001
Maybell Sanitation	610		CR 0280.7000
Health & Welfare	720		CR 0080.7000
Senior Citizens	215	\$1,862.26	CR 0170.7000
Internal Service Fund	710		CR 0325.7000
Lease Purchase Fund	410		CR 0175.7000
NCT Telecom	520	\$2,713.53	CR 0166.7000
Mo Co Tourism Assoc	219	\$580.15	CR 0320.7000
PSC - JAIL	210	\$4,448.61	CR 0072.7000
Human Sevices	220	\$697.63	CR 0030.7100
Public Health	250	\$3,424.85	CR 0065.7000
Sunset Meadows I	910	\$6,251.80	CR 0168.7000
Sunset Meadows I Security	910		CR 0167.7000
Sunset Meadows II	920	\$6,441.60	CR 0169.7000
Sunset Meadows II Security	920		CR 0171.7000
Museum	229		CR 0310.7000
ACET	275	\$945.38	CR 0040.7000
Shadow Mountain LID	530		CR 0110.7000
MC Local Marketing District	231		CR 0050.7000
To Fund			
Warrant		\$57,207.72	DR

Adopted this 23rd day of January, 2024

Chairman

CONTRACT OF SERVICES AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 23rd day of January, 2024, by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Axis Steel Inc., ("Contractor"), whose address is P. O. Box 1282 Craig, CO 81626.

WHEREAS, the Contractor has been selected to provide services; and

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

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

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

1. Scope of Work. The Contractor shall pickup and dispose of Salvage Metal and perform in a satisfactory and proper manner, as determined by the BOCC, the work identified in the January 1, 2024 Salvage Metal (Pickup and Disposal) Specifications, for the Moffat County Road and Bridge Department and Moffat County Landfill, attached to and incorporated in this Agreement by reference as "Exhibit A".

2. Time of Performance. Services of the Contractor shall commence on the 1st day of January, 2024, and shall be substantially completed on or before December 31, 2024 no matter the date of execution of this Agreement.

3. Compensation/Appropriation. Contractor shall pay the Moffat County Road Department for Salvage Metal Forty Dollars and Zero Cents (\$40.00) per ton for loads picked up at 822 E. 1st Street and shall pay the Moffat County Landfill for Salvage Metal Forty Dollars and Zero Cents (\$40.00) per ton for loads picked up at 1806 County Road 107. Payments shall be sent to P.O. Box 667, Craig, CO 81626.

4. Method of Payment. Each load must be weighed and a scale ticket must be included with payment detailing date of pickup and total tons picked up at each location. **Payment must be made by the 20th of each month for loads picked up the previous month.**

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

6. Audits and Inspections. At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and

make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

7. Independent Contractor.

- A. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of nor have any contractual relationship with the BOCC.
- B. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- C. None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

8. No Assignment. The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

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

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

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

11. Insurance. At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

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

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

12. Document Ownership - Works Made for Hire. All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

13. Termination for Cause. If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the

Contractor, the BOCC may withhold access to the containers until such time as the exact amount of payment due the BOCC from the Contractor is determined.

14. Termination for Convenience. The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If the Agreement is terminated for the convenience of BOCC, the Contractor shall pay for loads up to date of termination in accordance with Paragraph 3 of this Agreement.

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

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

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

18. Severability. Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

19. Notices. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Road and Bridge Representative:

Dan Miller
Moffat County Road Department
P. O. Box 667
Craig, CO 81626

Contractor:

Axis Steel Inc
P.O. Box 1282
Craig, CO 81626

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

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

22. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

23. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

Attest:

By: _____
Tony Bohrer, Chair

Clerk to the Board

CONTRACTOR:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2024, by _____ in their capacity as _____ (title) of _____.

MY COMMISSION EXPIRES: _____

Notary Public

G:\Contracts\Road and Bridge\Salvage Metal Contract-X Field Services 12112021.doc



Colorado Department of Transportation

1/10/2024

Moffat Co Signature Sheet

FIPS Code : 081

543.700 miles of arterial streets

1110.846 miles of local streets

1654.546 total miles of H.U.T. eligible streets

110.140 miles of non H.U.T. eligible streets - Maintained by others

60.470 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2023

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Dan Miller 970-824-3211
Name XT-1015 Phone

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

CLOSE

DocuSign Envelope ID: BD56499B-D93F-4399-9AD7-C6A8AE093CEA

**COLORADO**
Department of Early Childhood

Routing Number 19906466

Memorandum of Understanding Amendment #1
Between
The Colorado Department of Early Childhood
and
Moffat County Department of Social Services

This Amendment No. 1 ("Amendment") is effective as of January 1, 2024, and hereby amends the Memorandum of Understanding (MOU) executed by and between the State of Colorado Department of Early Childhood and the Board of the County Commissioners or other elected governing body of Moffat County Department of Social Services (the "County") on May 23, 2023 (the "MOU"). All capitalized terms not defined in this Amendment shall have the meanings set forth in the MOU.

In consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Reaffirmation of the MOU for the Colorado Child Care Assistance Program (CCCAP).

Signatures

By signing this Amendment, both parties agree to reaffirm the MOU for another year from signature.

Signature: _____ Date: _____

Tony Bohrer

Moffat County Commissioner Chair

Moffat County Department of Social Services

Signature: _____ Date: _____

Mary Alice Cohen

Chief Program Officer, Office of Program Delivery

Colorado Department of Early Childhood



January 23, 2024

Colorado Water Conservation Board
1313 Sherman Street, Room 718
Denver, CO
Re: Water Plan Grant

Dear Colorado Water Conservation Board members,

The Moffat County Commissioners are writing to you in support of the Pothook Water Conservancy District's application for the development and implementation of three different irrigation diversion structures on the Little Snake River in Moffat and Routt Counties. The long history of agricultural production in NW Colorado is a matter of regional economy and local culture.

A lot has changed in the 130 years since the water rights in this area of the state were appropriated. There are more demands on water resources, different hydrologic conditions, more information and knowledge about the ecosystems and habitat connected to the river, as well as major improvements to the engineering and design of irrigation infrastructure.

The three diversion projects that the Pothook Water Conservancy District are proposing in this grant application demonstrate how Colorado can maintain traditional economies while accounting for the best available knowledge of the natural systems they are a part of. By removing pushed up gravel dams, stabilizing stream banks, creating fish passage, and supporting agriculture, this project promises outsized benefits in relation to the required investment.

If you have questions about our support of this project, please contact any of the Moffat County Commissioners, or our Natural Resources Director.

Sincerely,

Tony Bohrer, Chairman

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

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3



January 23, 2024

Andy Mueller, General Manager
Colorado River Water Conservation District
201 Centennial St. Suite 200
Glenwood Springs, Co 81601
Re: Community Funding Partnership

Andy Mueller and the Board of Directors,

The Moffat County Commissioners are writing to you in support of the Pothook Water Conservancy District's application for the development and implementation of three different irrigation diversion structures on the Little Snake River in Moffat and Routt Counties. The long history of agricultural production in NW Colorado is a matter of regional economy and local culture.

A lot has changed in the 130 years since the water rights in this area of the state were appropriated. There are more demands on water resources, different hydrologic conditions, more information and knowledge about the ecosystems and habitat connected to the river, as well as major improvements to the engineering and design of irrigation infrastructure.

The three diversion projects that the Pothook Water Conservancy District are proposing in this grant application demonstrate how Colorado can maintain traditional economies while accounting for the best available knowledge of the natural systems they are a part of. By removing pushed up gravel dams, stabilizing stream banks, creating fish passage, and supporting agriculture, this project promises outsized benefits in relation to the required investment.

If you have questions about our support of this project, please contact any of the Moffat County Commissioners, or our Natural Resources Director.

Sincerely,

Tony Bohrer, Chairman

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

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY AND
ELLEN DANA REGARDING SEASONAL CLEANING OF THE IRISH CANYON RESTROOMS**

This AGREEMENT made this 23rd Day of January 2024, effective December 1, 2023 by and between the Board of County Commissioners of Moffat County, Colorado, (hereafter referred to as "County" or "BOCC"), and Ellen Dana (herein "Ms. Dana").

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

WHEREAS, the Board of County Commissioners of Moffat County, State of Colorado is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and §30-11-103, Colorado Revised Statutes, as amended.

WHEREAS, Colorado Revised Statute §30-11-101 states that each organized county within the State of Colorado is a body corporate and politic, and shall be empowered for certain purposes, including making all contracts and doing all other acts in relation to the property and concerns necessary to the exercise of its corporate and administrative powers.

WHEREAS, Colorado Revised Statutes §30-11-107(1)(e), empowers the Board of County Commissioners of Moffat County to represent Moffat County and have the care of the county property and the management of the business and concerns of the county in all cases where no other provisions are made by law.

PURPOSE:

The purpose of this Agreement is to facilitate an agreement between the County and Ms. Dana regarding the cleaning of the restrooms at Irish Canyon (Interpretative Site only) until December 31, 2024.

The BLM owns and manages the Irish Canyon Restrooms (Interpretative Site), and it has recently identified funding and manpower constraints on continued restroom cleaning at those Restrooms. A range of management options ranging from closing, relocating, or continuing operation of the existing restrooms has been discussed and contemplated.

Moffat County desires that these restrooms continue to operate during the winter months because the Irish Canyon Restrooms are a public amenity which travelers along Moffat County Road 10N, as well as residents and travelers of Northwest Moffat County, benefit from and depend upon year round.

AGREEMENT:

The facilities governed by this Agreement are the restrooms the BLM owns and manages which are known as the Irish Canyon Restrooms at the Interpretive Site, located approximately 4.3 miles north of the intersection of County Road 10N and State Highway 318 in NW Moffat County.

In support of the traveling public, the Board of County Commissioners of Moffat County desires to assist the BLM and to formalize an Agreement with Ms. Dana to pay for cleaning of the Irish Canyon Restrooms. The County will dedicate \$1,800.00 for this period of six (6) months for cleaning of the Irish Canyon Restrooms, located approximately 4.3 miles north of the intersection of Moffat County Road 10N and Highway. Moffat County is only responsible to pay the amount stated herein.

Ms. Dana agrees to invoice Moffat County every two (2) months for her services and will submit such invoices to the Moffat County Finance Department, 221 W. Victory Way, Ste. 115, Craig, CO 81625.

Moffat County agrees to pay Ms. Dana a total amount of \$1,800.00 to provide routine maintenance and cleaning for the Irish Canyon Restrooms from December 1, 2023 to May 31, 2024. The following is a list of services to be provided by Ms. Dana:

1. Pick up and remove trash at the site;
2. Clean inside restrooms and replace toilet paper as needed;
3. Notify BLM recreation staff of any missing signs, vandalism, or other items which may need attention; and
4. Store trash removed from the site in a trailer located on private property in Bull canyon.

This Agreement shall be effective upon being signed by Ms. Ellen Dana and the Moffat County Board of County Commissioners. This Agreement may be terminated in whole or in part by either party upon thirty (30) days prior written notice, whereupon the Parties shall be excused from further actions or payments pursuant to its terms.

NON-APPROPRIATION: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of Moffat County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of Moffat County's monies. Notwithstanding any termination, Moffat County shall remain liable for any amounts for prior services provided and not paid.

INDEPENDENT CONTRACTOR: Ms. Dana shall perform her duties herein as an independent contractor and not as an employee.

Services required herein shall be performed by the MS. DANA or under her supervision, and all personnel engaged in the Work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither MS. DANA nor her personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Ms. Dana is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

None of the services to be performed by MS. DANA under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The Work subcontracted shall be specified in a written agreement between MS. DANA and her subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

CONTACT INFORMATION:

Moffat County Board of County Commissioners
221 W. Victory Way, Ste. 130
Craig, CO 81625
Phone: (970) 824-5517
Email: emiller@moffatcounty.net

Ms. Ellen Dana
540 County Road 170
Maybell, CO 81640
Phone: (970) 365-3655
Email: K_swingin_e@yahoo.com

MISCELLANEOUS:

DRAFTING: It is agreed that both parties have contributed to the drafting of the terms and conditions of this Agreement and if there exist any ambiguities, each party agrees that they have contributed in the drafting so that such ambiguity shall not be interpreted against either as the drafting party.

COVENANT OF GOOD FAITH AND FAIR DEALING: This Agreement includes this express covenant of good faith and fair dealing by all parties.

COUNTERPARTS: All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile or electronic copy of a signature of a party hereto shall have the same effect and validity as an original signature.

PARAGRAPH HEADINGS: The paragraph headings herein are for convenience only, and shall not be construed to limit or affect any provision of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY.]

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____
Tony Bohrer, Chair

Date: _____

ATTEST:

[SEAL]

Clerk to the Board

By: Ellen K. Dana
Ellen Dana

Date: 1-17-24

DR 8177 (06/10/19)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Report of Changes Corporation, Limited Liability Company and Partnership Liquor and Fermented Malt Beverage Licenses

☐ LLC/Partnership

☐ Corporation See Instructions and Fee Schedule on Page 2

1. Corporate/LLC Partnership Name Yampa Valley Bar & Grill, LLC		2. State Tax Account Number <div style="border: 1px solid red; height: 20px; width: 100%;"></div>		3. State Liquor License Number	
4. Trade Name Yampa Valley Bar & Grill				5. Telephone Number (970) 824-3673	
6. Address of Licensed Premises 2179 Hwy 394		City Craig	State CO	ZIP 81625	
7. Mailing Address if different than above P.O. Box 1110		City Craig	State CO	ZIP 81626	
8. LIST ALL officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner MUST FILL OUT a DR 8404-I (Individual History Record).					
Position Held	Names	Home Address	DOB	Replaces	
President	Steven Eugene Maneotis				
Vice President	Michael Shane Camilletti				
Treasurer	Joe M. Padon				
Secretary	Terresa Lynn White				
Board Member	Nathan Luke Tucker				
Board Member	John Andrew Maneotis			John Edward Doane	
Board Member	Modesto Hilario Ortega			Michael Joseph Gush	
9. LIST ALL 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed Must Fill out a DR 8404-I (Individual History Record)					
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Home Address	DOB	Replaces	
10. Registered Agent		Address For Service			
Oath of Application I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.					
11. Authorized Signature <i>Terresa White</i>		Title Secretary		Date 12/15/23	
Report of Local Licensing Authority The foregoing changes have been received and examined by the Local Licensing Authority.					
12. Local Licensing Authority For <i>Moffat County</i>				<input checked="" type="checkbox"/> County <input type="checkbox"/> Town/City	
Signature		Title		Date	
Attest				Date	
Do Not Write In This Space – For Department of Revenue Use Only					
Liability Information					
License Account Number	Period	Cash Fund	Total		

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a					License Number	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company					<div style="border: 1px solid red; width: 150px; height: 20px; margin: 0 auto;"></div>	
2. Name of Licensee Yampa Valley Bar & Grill, LLC			3. Trade Name of Establishment (DBA) Yampa Valley Bar & Grill			
4. Address of Premises (specify exact location of premises) 2179 Hwy 394			5. Business Email Address golfshop@yampavalleygolf.com			
City	County	State	ZIP	Business Phone Number		
Craig	Moffat	CO	81625	(970) 824-3673		
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.						
Section A – Manager Reg/Change				Section C		
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input checked="" type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) <u>NO FEE</u> <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>				<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> \$150.00 x Total Fee: </div> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> \$100.00 x Total Fee: </div> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> \$160.00 x Total Fee: </div> <input type="checkbox"/> Campus Liquor Complex DesignationNo Fee <input type="checkbox"/> Sidewalk Service Area \$75.00		
Section B – Duplicate License						
<input type="checkbox"/> Duplicate License \$50.00						

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>		TOTAL AMOUNT DUE <div style="display: flex; justify-content: space-between; align-items: center;"> \$.00 </div>

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☒ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☐ Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	<p>8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change</p> <p>Select the option that applies to your situation:</p> <p><input type="checkbox"/> Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or</p> <p><input type="checkbox"/> Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).</p> <p>(a) Address of Location 1: _____</p> <p>City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____</p> <p>City _____ County _____ ZIP _____</p>
Change of Manager	<p>9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.</p> <p>(a) Change of Manager</p> <p>Former manager's name _____ John Doane</p> <p>New manager's name _____ Terresa White</p> <p>(b) Date of Employment <u>12/12/23</u></p> <p>Has manager ever managed a liquor licensed establishment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Does manager have a financial interest in any other liquor licensed establishment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(d) Is the proposed change in compliance with local building and zoning laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Terresa White</i>	Print name and Title Terresa White, Manager	Date 12/12/23
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County) <i>Moffat County</i>	Date filed with Local Authority 12-12-2023	
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



**ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT
BETWEEN
THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY
AND MOFFAT COUNTY**

PREAMBLE

This Eligible Governmental Entity (EGE) Agreement ("Agreement") is made and entered into as of the date of the last signature below (the "Effective Date") by and between Moffat County ("EGE") and the Colorado Statewide Internet Portal Authority ("SIPA") established pursuant to §§ 24-37.7-101 et seq., C.R.S., with its office at 950 S. Cherry Street, Suite 900, Denver, CO 80246.

SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties.

BACKGROUND

Pursuant to §§ 24-37.7-101 through 114, C.R.S., SIPA is created as a body corporate and political subdivision of the state to provide electronic information, products, and services to all state agencies, local governments, and members of the public, and, among other things, to give members of the public, state agencies, and local governments an alternative way to transact business. Pursuant to § 24-37.7-104(1)(q), SIPA is authorized to enter into agreements and contracts for electronic information, products, and services and all state agencies and local governments (as defined within § 24-37.7-101) are authorized to enter into and do all things necessary to perform any such arrangements or contracts with SIPA, including this EGE Agreement.

Neither Party is committing funds or required to perform services as part of this agreement.

SIPA has entered into certain contracts with its suppliers to provide electronic information, products, and services which will be available to EGE pursuant to this EGE Agreement, which includes the statewide internet portal managed by the statewide internet portal integrator, as defined in § 24-37.7-101, C.R.S. ("Portal Integrator").

GENERAL TERMS

SIPA will provide, through its suppliers, electronic information, products, and services to EGE pursuant to an Order under this Agreement ("Order"). An Order will be prepared for each electronic information, product, and service and mutually signed by SIPA and EGE.

SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in an

Order under this Agreement. As mutually agreed upon in subsequent Orders under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.

2. SIPA may, with the authorization of EGE, through the statewide internal portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information resides, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.
3. SIPA and EGE may enter into an Order under this Agreement. Orders under this Agreement shall describe specific services and applications to be provided to EGE. EGE acknowledges that services and applications are usually offered by SIPA's suppliers. Orders shall cover the purchase of electronic information, products, and services from SIPA through the use of EGE funds. All Orders involving EGE funds may be approved by the EGE official with authority to execute such agreement. Orders shall contain specific time or performance milestones for SIPA's supplier(s), timelines for completion of relevant Orders, including design specifications and other criteria relevant to the completion of applicable Orders, criteria, and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Orders.
4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use suppliers to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Order under this Agreement.
5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an

individual Order under this Agreement will be subject to the terms and conditions of that document.

6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.
7. This Agreement (and related Orders) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
8. Neither SIPA nor its suppliers have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its suppliers shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall be the custodian of EGE's records. Neither SIPA nor its suppliers shall be deemed to be either the custodian of record or the custodian's agent.
9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement will constitute effective and binding execution and delivery of this Agreement.
10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its suppliers protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination

of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

11. SIPA must approve all requests from EGE CUSTOMERS for Electronic Information, Products, and Services pursuant to an Order under this Agreement.

MISCELLANEOUS PROVISIONS

Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the amount required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

Choice of Law. The laws of the State of Colorado (except Colorado laws related choose of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA and EGE shall adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

Access to Data. SIPA shall have no access to EGE's data, including but not limited to PII and information protected by FERPA and HIPAA. All EGE data shall remain in possession of EGE. If a SIPA supplier may have access to PII, the SIPA supplier will be responsible for ensuring compliance with any regulations related to such access.

PCI Compliance. If at any point during the term of this Agreement, EGE performs payment processing through SIPA and the Portal Integrator, EGE agrees to identify a single point of contact for the EGE and maintain up to date contact information.

The single point of contact will:

- Assign security responsibility to a primary person;
- Ensure security policies are developed or adhere to state security policies and are practiced;
- Maintain an Information Security Policy that addresses Information Security for employees and contractors;

- Annually respond to the Compliance Validation Assessment or appropriate self-assessment questionnaires (SAQ);
- Annually train employees on security awareness that includes but is not limited to credit card payment account handling procedures, device inspection, and how to report security incidents. An online training link will be provided to the point of contact by SIPA or the Portal Integrator annually;
- Maintain an Incident Response Plan;
- Notify SIPA and the Portal Integrator, as soon as possible, whenever a suspected Incident has occurred involving cardholder data or credit card reading devices;
- Maintain up-to-date contact information with the Portal Integrator; and
- Identify the payment flow for the payment solutions implemented within its organization.

These requirements will be updated in writing by SIPA and the Portal Integrator if PCI security requirements change.

The above responsibilities will apply to all EGE payment processing, regardless of the supplier providing the services. Any EGE contracting with a payment processor supplier that is not the Portal Integrator may be subject to additional responsibilities related to the completion of the annual SAQ. In that event, the EGE or the payment processing supplier is responsible for management of the SAQ process as relates to that portion of the application capturing payment card information.

Website Accessibility. The Portal Integrator will comply with the requirements of HB21-1110 as relates to any website provided by SIPA to EGE to ensure that the platform on which the website is built and hosted is compliant. EGE agrees to comply with the requirements of HB21-1110 as relates to any website provided by SIPA to EGE to ensure that the content of any website provided by SIPA to EGE is compliant.

Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority
Attn: EGE Administrator
950 Cherry Street, Suite 900
Denver, CO 80246
(720) 409-5634
sipa@cosipa.gov

If to EGE:

Attn: Administrative Assistant to Moffat County Board of County Commissioners
1198 W. Victory Way, Suite 104
Craig, CO 81625
(970) 824-5517
emiller@moffatcounty.net

and

Attn: Moffat County Attorney
1198 W. Victory Way, Suite 202
Craig, CO 81625
(970) 826-3404
rtyree@moffatcounty.net

and to other address or addresses as the parties may designate in writing.

Third Party Beneficiary. EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its suppliers under which SIPA provides electronic information, products, and services to EGE.

Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

Ajay Bagal, Executive Director
Statewide Internet Portal Authority

Tony Bohrer, Chair
Board of County Commissioners of
Moffat County

Date Signed: _____

Date Signed: _____

Board Letter of Interest Summary

<u>BOARD</u>	<u>Seats Open</u>	<u>Length of Term</u>	<u>Letter submitted by:</u>
<u>Employee Retirement Board</u>	1	4 yrs	Brad McDermott Completing a term through 12/2025
<u>Library Board</u>	2	5 yrs	Michelle Gottschall
<u>Planning & Zoning Commission</u>	1	3 yrs	Rena Olsen - County Resident Completing a term through 12/2025
	2 Alts	3 yrs	Ford Richmond – County Resident

1/23/2024

Every year the landfill is required by the Colorado Department of Public Health and Environment to dispose of a portion of the tires we receive at the landfill. In years past we had contractors come in and haul the tires off to a recycling center on the East Slope. For the last two years the BOCC allowed us to waive the bid process and hire Overton Recycling out of Meeker to Haul our tires to their facility and shred them. Overton placed a roll off dumpster at the landfill so that customers could place the tires directly into the dumpster, eliminating much of the need for landfill personnel to handle the tires. Overton would then back haul the shreds which we used for alternative daily cover at the landfill as approved by the CDPHE. Overton hauled off 58 tons of tires last year.

The process worked well last year so we are asking the BOCC to waive the bid process again this year and allow us to hire Overton to shred our tires. It benefits the landfill by turning the waste tires into a useful product to use for alternative daily cover. It also benefits a local hauler of the tires and our neighbors to the south in Rio Blanco County.

Thank you,

Dan Miller

Director,

Moffat County Road and Bridge

CONTRACT AGREEMENT

This CONTRACT OF SERVICES AGREEMENT ("Agreement") made this 1st day of February, 2024 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Overton Recycling a ("Contractor"), whose address is P.O. Box 92, 73550 Hwy 64, Meeker, CO 81614.

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

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

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

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

1. **Scope of Services.** The Contractor shall perform in a satisfactory and proper manner, as determined by the BOCC, the services identified in the "Scope of Services", attached to and incorporated in this Agreement by reference as "Exhibit A".

2. **Time of Performance.** Services of the Contractor shall commence on the 1st day of February, 2024, and shall be completed by December 31, 2024, no matter the date of execution of this Agreement. This Agreement will terminate on the date set forth above unless renewed in writing at least thirty (30) days prior to the date of completion.

3. **Compensation/Appropriation.** The amount to be expended pursuant to this Agreement shall not exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00). The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount. Such amount may be altered by mutual written consent of parties.

4. **Non-Appropriation:** Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

5. **Method of Payment.** The BOCC shall compensate the Contractor at the rate of \$250.00 (Two Hundred Fifty Dollars) per ton of whole tires, with a minimum of \$900.00 (Nine Hundred Dollars) per bin/trip. Each billing or request for payment shall specify the total payment due the contractor for the specific work that is the subject of the request for payment. The total of all billings or requests for payment during the term of this Agreement shall not exceed the amount stated in paragraph 3 above.

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

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

8. **Independent Contractor.**

a. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of nor have any contractual relationship with the BOCC.

b. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

c. None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

9. **No Assignment.** The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

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

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

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

12. Insurance. At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

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 the BOCC and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Additionally, if Contractor's insurer determines that the BOCC has an insurable interest as a result of the contractual relationship created herein, the BOCC shall also be named as an additional insured on the Comprehensive Automobile Liability Policy for liability purposes only. Proof of Workers'**

Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

13. Document Ownership - Works Made for Hire. All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

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

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

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

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

18. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute

legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

19. Severability. Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

20. Notices. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

BOCC's Representative:

Dan Miller, Director
Moffat County Road Department
P. O. Box 667
Craig, CO 81626

Contractor:

Lee Overton
Overton Recycling
P.O. Box 92
Meeker, CO 81641

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

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

23. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

24. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____

Tony Bohrer
Chair, Board of County Commissioners

ATTEST:

Clerk to the Board

ATTEST:

CONTRACTOR:

Overton Recycling Inc.
(Type or Print Name)

By: _____

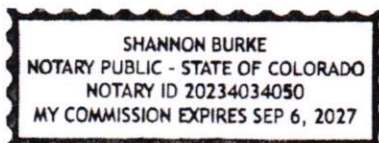
Secretary

President
(Title)

STATE OF Colorado)
COUNTY OF Rio Blanco) ss.

The foregoing instrument was acknowledged before me this 16 day of
January, 2024, by Shannon Burke, as
_____, (insert title) of

_____, a _____
(insert corporation, partnership, etc.)



Shannon Burke
Notary

“EXHIBIT A”

PROJECT LOCATION:

The Moffat County Municipal Solid Waste Landfill is located approximately 2.5 miles south of Craig, Colorado off Moffat County Road 107.

SCOPE OF WORK:

The Scope of Work may include, but is not limited to, the following:

- Hauling of approximately 60 tons of tires from the Moffat County Municipal Solid Waste Landfill to Overton Recycling where they will be shredded then returned to the Moffat County Landfill.
- Overton Recycling will place a 30 cubic yard roll-off container at the landfill.
- Moffat County will load the tires into the roll-off.
- When the roll-off is full Overton Recycling will haul the roll-off to their facility, shred the tires and return the shreds to the Moffat County Landfill.
- Overton Recycling will replace the full roll-off with an empty roll-off so that the landfill will have room for incoming tires at all times.
- The scales at the Moffat County Landfill will be used to determine the actual weight of the waste tires removed from the Landfill facility. Trucks and trailers will be weighed empty and again when full to determine the net weight for invoicing and payment purposes.
- Billing will be based on whole tire weight.
- Overton Recycling must furnish a copy of certification from State of Colorado Department of Health and Public Environment for the hauling of waste tires.
- Overton Recycling shall furnish Uniform Waste Tire Manifests (Form WT-2) to Moffat County as per state regulations.

Attach Fee Schedule – Include all costs associated with bid.

RESOLUTION 2024-14

AUTHORIZATION FOR DIRECTOR OF THE MOFFAT COUNTY ROAD AND BRIDGE DEPARTMENT TO SIGN LICENSE AGREEMENTS ON BEHALF OF THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS FOR MOFFAT COUNTY EMPLOYEES WHO RESIDE IN MOFFAT COUNTY HOUSING AS A JOB REQUIREMENT

RECITALS:

The Board of County Commissioners of Moffat County, State of Colorado, is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and Section 30-11-101, Section 30-11-103, and Section 30-11-107, Colorado Revised Statutes ("C.R.S."), as amended.

The Board of County Commissioners of Moffat County, State of Colorado, represents Moffat County and has the care of county property and the management of the business and concerns of the county and is also authorized to make all contracts and do all other acts in relation to property and concerns necessary to the exercise of its corporate or administrative powers.

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

The Moffat County Board of County Commissioners regularly meets and makes decisions concerning various matters concerning Moffat County and enters into agreements and contracts, and, when it is in the best interest of the County, adopts resolutions authorizing County employees or elected officials to act for them, including authorizing said persons to sign binding agreements of various types on behalf of Moffat County.

Moffat County provides residences for some employees of the Road and Bridge Department and requires those employees to live in these residences so they can better provide timely services as needed for roads in Moffat County. These residences and certain essential services are provided at no cost to road and bridge employees who live there. The Board finds it reasonable and appropriate for Moffat County to obtain a security deposit of \$500.00 and a License Agreement for the use of the county residence from each employee living in a house owned by Moffat County.

It is in the best interests of the citizens of Moffat County for the Moffat County Board of County Commissioners to adopt a policy and to delegate its power to enter into License Agreements binding on Moffat County to the Moffat County Road and Bridge Director so that said Director is authorized to sign License Agreements with Moffat County Road and Bridge

employees who reside in a Moffat County house as a job requirement, with the limitation that the Board of County Commissioners has approved a template for such License Agreements and each License Agreement has been reviewed and approved by the Moffat County Attorney before it is signed.

NOW THEREFORE BE IT RESOLVED, that the Moffat County Board of County Commissioners hereby authorizes the Moffat County Road and Bridge Director to sign License Agreements with Moffat County Road and Bridge employees on the behalf of the Board of County Commissioners, subject to the limitation that the Board has approved a template for such License Agreements and each agreement is reviewed and approved by the Moffat County Attorney before it is executed.

ADOPTED and APPROVED this 23rd day of January, 2024.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chairman

STATE OF COLORADO)
) ss.
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 seal this 23rd day of January, 2024.

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

AGREEMENT TO LICENSE PROPERTY

**LICENSE TO OCCUPY PREMISES OWNED BY MOFFAT COUNTY PURSUANT TO
EMPLOYMENT RELATIONSHIP**

By this Agreement, made and entered into on _____, 2024, between Moffat County, a body corporate and politic, 1198 West Victory Way, Suite 104, Craig, CO 81625, referred to as "Property Owner" and County Employee, referred to as "Licensee," Property Owner hereby demises and licenses to Licensee, and Licensee takes as employee of Property Owner, a house known as Great Divide, situated at 28601 County Road 7, Craig, Colorado, 81625, hereafter referred to as the "Premises", to be used and occupied by Licensee as a residence and for no other use or purpose, beginning on _____, 2024, and ending pursuant to the terms of this Agreement to License Property, hereafter referred to as "Agreement to License Property" or "Agreement".

This Agreement reflects the Property Owner's desire to provide Licensee with housing as a job requirement and as part of Licensee's compensation, so long as Licensee is employed by Property Owner and does not default on Licensee's obligations pursuant to this license agreement. Property Owner requires Licensee to reside on the licensed Premises as part of Licensee's job requirements.

This Agreement is a license for Licensee to occupy the Premises pursuant to an employment relationship between Property Owner and Licensee, and this License is subject to termination at any time after the employment relationship ceases between Property Owner and Licensee. A termination of a license to occupy the Premises shall be effective three days after the service of written notice of termination of a license to occupy the Premises.

It is further mutually agreed between the parties as follows:

SECTION ONE
Security Deposit

Property Owner acknowledges receipt of \$500.00 as security for the faithful performance by Licensee of the terms of this license to occupy the Premises, to be returned to Licensee within thirty (30) days of vacating the Premises, without interest, on the full and faithful performance by Licensee of the provisions of this license agreement. In the event of damage to the Premises caused by Licensee or Licensee's family, agents or visitors, Property Owner may use funds from the deposit to repair any damage, but repair costs are not limited to funds from the deposit. Licensee shall remain liable for any costs of repair not covered by Licensee's security deposit.

SECTION TWO
Use of Premises

Licensee agrees to use the Premises only as a private single-family residence for him/herself, and for immediate family.

SECTION THREE
Assignment and Subletting

Licensee shall not assign this license to occupy the Premises or sublet the Premises or any part of the Premises without the prior, express, and written consent of Property Owner. A consent by Property Owner to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting.

SECTION FOUR
Entry for Inspection, Repairs, and Alterations

Property Owner shall have the right to enter the licensed Premises for inspection at reasonable times to inspect, make necessary repairs, or supply services. Whenever practicable, twenty-four notice of the Property Owner's intent to enter shall be given to the Licensee; but in the event the Licensee cannot be reached, or in the event of an emergency of any nature, the requirement of notice is hereby waived by Licensee.

SECTION FIVE
Utilities

Electricity, gas, telephone service (if provided), and other utilities are furnished as a part of this license to occupy the Premises.

SECTION SIX
Repairs, Redecoration, or Alterations

Property Owner shall be responsible for repairs to the interior and exterior of the building, provided, however, repairs required through damage caused by Licensee shall be charged to Licensee as additional costs. It is agreed that Licensee will not make or permit to be made any alterations, additions, improvements, or changes in the licensed Premises without in each case first obtaining the written consent of Property Owner. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes for the future. All alterations, changes, and improvements built, constructed, or placed in or on the licensed Premises by Licensee, with the exception of fixtures removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Property Owner and Licensee, be the property of Property Owner and remain in the licensed Premises at the expiration or earlier termination of this license.

SECTION SEVEN
Animals

Licensee shall keep no domestic or other animals in or about the Premises without the prior, express, and written consent of Property Owner. In the event animals are permitted to be in or about the Premises by Property Owner, no animal shall be allowed to roam loose except within confines of a fenced yard or within the residence. Licensee will be responsible for any damage caused by said animals. Licensee acknowledges and agrees that no animals owned by Licensee shall be permitted in buildings or shops adjacent to the Premises. (See Moffat County Board of County Commissioners Resolution 2014-67 dated May 27, 2014 entitled "No Pets in the Workplace Policy.")

SECTION EIGHT

Waste, Nuisance, or Unlawful Use and Maintenance of Premises

Licensee agrees that Licensee will not commit waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in an unlawful manner.

Licensee agrees to maintain Premises as follows:

a. Licensee will not use said Premises for any unlawful or immoral purpose, nor violate any county ordinance, state law or any regulation of the County or State Board of Health.

b. Licensee shall keep that portion of the Premises that is occupied and used as a residential dwelling unit as clean and safe as the condition of the Premises permit.

c. Licensee shall properly dispose of all rubbish, garbage, and other waste in a clean and safe manner.

d. Licensee shall use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in the manner and for the use intended.

e. Licensee shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so.

f. Licensee hereby accepts the property in its present state of cleanliness and agrees to return the Premises in the same condition or better.

g. Licensee agrees not to put or pour any debris, grease, paper towels, newspaper, food, or any other matter in the sink drain or toilets.

h. Licensee must not overload electrical circuits.

i. Licensee covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles shall be permitted on the Premises; and no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.

j. Licensee is responsible for any ongoing pest control on the Premises.

k. Licensee shall inform the Moffat County Road and Bridge Director in writing of problems with the Premises, including, but not limited to, problems with heating, plumbing, or appliances included with the Premises.

SECTION NINE

Waivers

A waiver by Property Owner of a breach of any covenant or duty of Licensee under this license is not a waiver of a breach of any other covenant or duty of Licensee, or of any subsequent breach of the same covenant or duty.

SECTION TEN

Licensee's Holding Over

The parties agree that any holding over by Licensee under this license is subject to Licensee's continued employment by Moffat County. Once such employment ends, this license may be terminated at any time by Property Owner three (3) days after the service of written notice of termination of a license to occupy the Premises. Written notice may be delivered either personally or by depositing same in the United States mail, postage prepaid, certified, return receipt requested, addressed to the intended recipient at the address of the Premises, and, if necessary, will also be posted on the door of the Premises.

SECTION ELEVEN

Option to Renew

This Agreement to License Property may be renewed upon the written agreement of the parties, upon such terms as the parties may mutually agree.

SECTION TWELVE

Redelivery of Premises

At the end of the term of this Agreement, Licensee shall quit and deliver up the Premises to Property Owner in as good condition as they are now, ordinary wear, decay, and damage by the elements excepted. At the sole discretion of the Property Owner, if the Premises are in as good condition as they are at the beginning of this Agreement, a portion of the Security Deposit of \$500.00 may be returned to Licensee.

SECTION THIRTEEN

Default

If Licensee defaults in the performance of or compliance with any other term or condition of this Agreement, the license, at the option of Property Owner, shall terminate and be forfeited, and Property Owner may reenter the Premises and retake possession and recover damages, including costs and attorney fees.

SECTION FOURTEEN

Destruction of Premises and Eminent Domain

In the event the licensed Premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Licensee, or if the licensed Premises are taken by eminent domain, this license shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this license agreement.

SECTION FIFTEEN

Termination of License by Property Owner

In the event that Licensee terminates his/her employment with Moffat County, this Agreement to License Property may be terminated by Property Owner three (3) days after the service of written notice of termination of a license to occupy the Premises. Written notice may be delivered either personally or by depositing same in the United States mail, postage prepaid, certified, return receipt requested, addressed to the intended recipient at the address of the Premises, and, if necessary, will also be posted on the door of the Premises.

SECTION SIXTEEN

Binding Effect

The covenants and conditions contained in this Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this Agreement, and all covenants are to be construed as conditions of this license.

SECTION SEVENTEEN

Governing Law

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of Colorado.

SECTION EIGHTEEN

Time of the Essence

It is specifically declared and agreed that time is of the essence of this Agreement.

SECTION NINETEEN

Paragraph Headings

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, each party to this Agreement to License Property has caused it to be executed on this ____ day of _____, 2024.

Moffat County Road & Bridge

By:

Dan Miller, Road and Bridge Director
On behalf of the Board of County Commissioners of
Moffat County, Property Owner

County Employee, Licensee

Printed Name

G:\Contracts\Road and Bridge\2024\24-01-17.License of premises to employee at Great Divide for employment purposes.doc



Moffat County Sheriff's Office

800 West 1st Street, Ste. 100
Craig, Colorado 81625
(970) 824.4495 Phone
(970) 824.9780 Fax

SHERIFF KEVIN (KC) HUME

January 17, 2024

Commissioners,

Moffat County Office of Emergency Management is requesting the bid process be waived for the purchase of a vehicle track system from A&D Boivin Design. The purchase was approved in the 2024 County budget but exceeds the maximum purchase amount.

The track system will be used by Moffat County Emergency Management to assist the Moffat County Sheriff's Office and Moffat County Search and Rescue in rural search and rescue and patrol functions.

The track system determined to be the most beneficial to our county is manufactured by A&D Boivin (aka TrackNGo) out of Quebec Canada. This is the only system that allows quick attachment and detachment from a 4 wheel drive vehicle and requires no modifications to a vehicle. This track system will allow rapid response to emergent situations. Other track systems require major modifications to the vehicle and takes that vehicle out of everyday service.



Respectfully submitted.

Todd Wheeler

Moffat County Sheriff's Office

Office of Emergency Management.



January 18, 2024

Moffat County
1198 W. Victory Way
Craig, CO 81625

Re: The Moffat County Office of Emergency Management seeks to procure a unique track system called Trackngo through a sole source contract.

To Whom It May Concern:

I am Neil Binder, the Development Services Director for Moffat County, Colorado. One of my job duties is to procure County capital assets for Moffat County. The Moffat County Office of Emergency Management seeks to procure a unique track system called Trackngo through a sole source contract.

Pursuant to the current Moffat County Purchasing Policy, a sole source contract may be entered when a competitive bid process is not feasible, such as when there is only one source for an item.

Pursuant to section 24-103-205 of the Colorado Revised Statutes, a contract may be awarded for an item without competition when a procurement official determines in writing there is only one source for the required item.

After reviewing the letter from Trackngo to Todd Wheeler dated January 12, 2024, the patent information sent by Trackngo, and by searching on the internet for similar items and finding nothing comparable to Trackngo, I find Trackngo is the only source for this item. Thus, it is appropriate for Moffat County to award a sole source contract to Trackngo for this item.

Thank you

Neil Binder
Director Development Services



Levis, QC Canada, January 12th 2024

Dear Mr. Todd Wheeler
Moffat County Sheriff's Office
800 W. 1st ST. Suite 100
Craig, CO 81625

Trackngo is a unique track system patented by the USPTO since June 27th 2017 and the Canadian Patent Organization. See attached US patent US 9,688,323 B2.

We are the only manufacturer in the world, based in Canada and we sell worldwide this product directly to customers.

This track system is specifically designed for emergency applications. This is the only one track system in the world that could be installed in less than 15 minutes and be ready to respond quickly.

The high-end quality of this product and its great reliability allows us to sell it directly to customers and provide after-sales service directly from Canada. The product is easy to use and does not require local dealer support. The installation is documented by many installation videos and installation manual.

The warranty is one year and covers parts and labor. If a repair should be necessary, we will find specialized labor on site to replace the part.

The TrackNgo system is maintenance free.

Best Regards,

Denis

Denis Boivin, ing. / P.Eng.
AD Boivin Design Inc.
700 rue Jean-Marchand
Lévis, QC G6Y9G6
tel: 418.838.3783 ext. #4
fax: 418.838.3957

Registered on **SAM.GOV**:
A & D BOIVIN DESIGN INC
UNIQUE ENTITY ID: **KS9SQP5MJ3P7**



US009688323B2

(12) **United States Patent**
Boivin

(10) **Patent No.:** **US 9,688,323 B2**
(45) **Date of Patent:** **Jun. 27, 2017**

(54) **TRACK SYSTEM FOR AN ALL-WHEEL
DRIVE VEHICLE**

(71) Applicant: **Denis Boivin**, Beaumont, CA (US)

(72) Inventor: **Denis Boivin**, Beaumont, CA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: **14/878,538**

(22) Filed: **Oct. 8, 2015**

(65) **Prior Publication Data**

US 2016/0023694 A1 Jan. 28, 2016

Related U.S. Application Data

(63) Continuation of application No. PCT/CA2014/050223, filed on Mar. 12, 2014, which is a continuation of application No. 13/861,883, filed on Apr. 12, 2013, now Pat. No. 8,776,931, which is a continuation-in-part of application No. 12/763,666, filed on Apr. 20, 2010, now abandoned.

(51) **Int. Cl.**

B62D 55/084 (2006.01)
B62D 55/088 (2006.01)
B62D 55/04 (2006.01)
B62D 55/12 (2006.01)
B62D 55/14 (2006.01)
B62D 55/24 (2006.01)

(52) **U.S. Cl.**

CPC **B62D 55/084** (2013.01); **B62D 55/04** (2013.01); **B62D 55/088** (2013.01); **B62D 55/12** (2013.01); **B62D 55/14** (2013.01); **B62D 55/24** (2013.01)

(58) **Field of Classification Search**

CPC **B62D 55/12**; **B62D 55/084**; **B62D 55/088**;

B62D 55/0882; B62D 55/04; A63C 5/08; A63C 5/085; B62M 2027/021; B62M 2027/022; B62M 2027/027
USPC ... 180/198, 9.26, 9.21, 9.22, 9.62, 180, 181, 180/184, 185; 305/20, 100, 107, 108, 305/109, 110, 115, 120, 193, 195
See application file for complete search history.

(56)

References Cited

U.S. PATENT DOCUMENTS

881,008 A 3/1908 Knut
916,601 A 3/1909 Roberts et al.
(Continued)

FOREIGN PATENT DOCUMENTS

AU 1853100 A 8/2000
CA 2260192 7/2000
(Continued)

Primary Examiner — Anne Marie Boehler

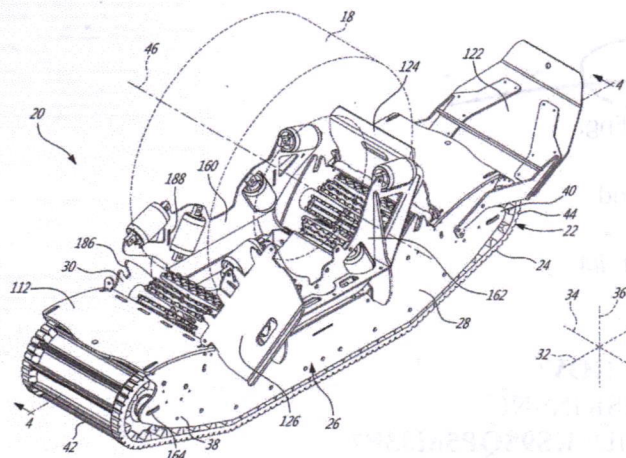
(74) *Attorney, Agent, or Firm* — Norton Rose Fulbright Canada LLP; Alexandre Daoust

(57)

ABSTRACT

The track system includes a plurality of track assemblies, each having track; a frame structure to mount the track to the vehicle; and inner wheels in contact with an inner surface of the track. The track assembly also includes two drive gears disposed externally to the track and configured to frictionally engaged an outer surface of a corresponding one of the tires. The drive gears are drivingly connected with the track for transmitting power thereto. Each one of the drive gears has a rotation axis, a plurality of elongated traction bars extending substantially parallel and circumferentially to the rotation axis, and open ends. The elongated traction bars are spaced-apart from one another and define channels therebetween allowing granular and liquid materials to flow inwardly towards the rotation axis, and outwardly of the drive gears through the apertured ends.

7 Claims, 12 Drawing Sheets



ORDINANCE NO. 2024-0227

AN ORDINANCE REPEALING ANY ORDINANCES, AMENDED ORDINANCES, RESOLUTIONS, OR PORTIONS THEREOF, CONCERNING THE LICENSING AND CONTROL OF DOGS IN MOFFAT COUNTY, COLORADO

WHEREAS, the Board of County Commissioners of the County of Moffat ("Board"), pursuant to Colorado Revised Statutes ("C.R.S.") Sections 30-15-101(1)(a) and 30-15-401, as amended, has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health, safety, and welfare of the citizens of Moffat County; and

WHEREAS, Moffat County first adopted an Ordinance regulating the licensing and restraint of dogs on February 17, 1978; has amended said Ordinance several times; and has also adopted Resolutions concerning the licensing and control of dogs in Moffat County. Some Moffat County Resolutions conflict with each other or cause confusion; and the Board finds it is in the best interests of the citizens of Moffat County to repeal all previously adopted Moffat County Resolutions and Ordinances concerning the licensing and control of dogs in Moffat County, including any amendments to same, and to adopt a resolution for these purposes pursuant to C.R.S. Section 30-15-101, as amended.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT AS FOLLOWS:

Section 1. Repeal

The Board of County Commissioners hereby repeals any ordinances or resolutions or amended ordinances or amended resolutions or portions thereof which concern the licensing and control of dogs in Moffat County.

Section 2. Title

This ordinance shall be known and referred to as "**AN ORDINANCE REPEALING ANY ORDINANCES, AMENDED ORDINANCES, RESOLUTIONS, OR PORTIONS THEREOF, CONCERNING THE LICENSING AND CONTROL OF DOGS IN MOFFAT COUNTY, COLORADO**" and may be cited and referenced as such.

Section 3. Purpose

The purpose of this Ordinance is to repeal all ordinances or resolutions or amendments to either of these or portions of same which concern the licensing and control of dogs in Moffat County, Colorado. Licensing and control of dogs and other pet animals in Moffat County by resolution is permitted by the Colorado Revised Statutes, and it is an efficient and effective means to provide for the immediate preservation of the public health, safety, and welfare of residents and

visitors in Moffat County. It is simpler to amend a resolution in the event an amendment may be required in the future.

Section 4. Authority

All former County ordinances, resolutions, amended ordinances, amended resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed.

Section 5. Effective Date

The effective date of this Ordinance shall be February 27, 2024, at 9:00 AM.

FIRST READING:

INTRODUCED, READ, AND ORDERED PUBLISHED BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD ON THE 23RD DAY OF JANUARY, 2024.

MOFFAT COUNTY BOARD OF
COUNTY COMMISSIONERS,
COLORADO

Clerk to the Board, Moffat County

Tony Bohrer, Chairman

Melody Villard

Donald Broom

I HEREBY CERTIFY THAT THE ABOVE Ordinance was introduced to the Board of County Commissioners of Moffat County, State of Colorado, at its meeting of January 23, 2024 and published one time in full in the Craig Daily Press newspaper and placed on the Moffat County website on January 26, 2024.

ATTEST:

Stacy Morgan, Clerk and Recorder
Moffat County, Colorado

SECOND READING:

FINALLY ADOPTED, PASSED, APPROVED WITH AMENDMENTS, IF ANY, AND ORDERED PUBLISHED BY TITLE ONLY IN THE CRAIG DAILY PRESS AND ON THE MOFFAT COUNTY WEBSITE UPON A MOTION DULY MADE, SECONDED, AND PASSED AT ITS MEETING HELD ON THE 27TH DAY OF FEBRUARY, 2024, AFTER BEING PREVIOUSLY INTRODUCED, READ AND ADOPTED ON FIRST READING ON JANUARY 23, 2024, AND PUBLISHED IN FULL IN THE CRAIG DAILY PRESS ON THE 26th DAY OF JANUARY, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MOFFAT, COLORADO

Tony Bohrer, Chairman

Melody Villard

Donald Broom

ATTEST:

I HEREBY CERTIFY THAT THE ABOVE Ordinance was finally adopted by the Board of County Commissioners of Moffat County, State of Colorado, at its meeting of February 27, 2024 and ordered published one time by title only in the Craig Daily Press newspaper and on the Moffat County website on the 26th day of January, 2024.

Stacy Morgan, Clerk and Recorder
Moffat County, Colorado

(Seal)

RESOLUTION NO. 2024-_____

**A RESOLUTION PROVIDING FOR THE LICENSING AND CONTROL OF DOGS IN
MOFFAT COUNTY, COLORADO, AND REPEALING ALL RESOLUTIONS,
OR PORTIONS THEREOF, IN CONFLICT THEREWITH**

RECITALS

A. The Moffat County Board of County Commissioners (the “Board”) has the authority pursuant to Colorado Revised Statutes (“C.R.S.”) § 30-15-101(1)(a), as amended, to adopt a resolution for the control and rabies vaccination of pet animals, and to establish such other reasonable regulations and restrictions as may be deemed necessary.

B. The Board has the authority pursuant to C.R.S. § 30-15-101, as amended, to adopt a resolution for the control of unleashed or unclaimed animals.

C. The Board recognizes there are existing provisions in previous Moffat County Resolutions concerning the control of dogs which sometimes conflict with each other in various areas of unincorporated Moffat County, particularly on public recreation lands and facilities owned by the County.

D. The Moffat County Sheriff and his deputies are authorized by C.R.S. § 25-4-612 as amended, to assist and cooperate with public health officials in capturing and impounding any dog or cat which has not been inoculated for rabies or is found running at large.

E. Sometime before June 20, 1978, the Moffat County Board of County Commissioners adopted an Ordinance regarding the keeping, licensing, and restraining of dogs, which was subsequently amended and the original Ordinance cannot be located.

F. On June 20, 1978, the Moffat County Board of County Commissioners adopted “Amended Ordinance No. _____”, entitled AN ORDINANCE PURSUANT TO C.R.S. 1973, 30-15-101 *et seq.* PROVIDING FOR THE LICENSING OF ALL DOGS WITH THE BOUNDARIES OF THE COUNTY OF MOFFAT, STATE OF COLORADO; PROHIBITING THE RUNNING AT LARGE OF ANY DOG; AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

G. On February 8, 1979, and on other dates as well, the Moffat County Board of County Commissioners has adopted several other resolutions amending ordinances with provisions pertaining to the licensing and control of dogs. These provisions can be confusing.

H. The Moffat County Sheriff has recommended that the previously adopted Resolutions, Amended Resolutions and portions of Resolutions addressing dogs, be repealed, and a Resolution providing for the licensing and control of dogs be approved and adopted as necessary in order to better enable the County to regulate the licensing and control of dogs. The Board finds that the licensing and control of dogs within the territory of unincorporated Moffat County are matters of local concern and that regulation is necessary for the protection of the health, safety, and welfare of the citizens of Moffat County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Moffat County that the following rules and regulations governing animal safety, licensing and control are hereby adopted for application in the entire unincorporated area of Moffat County. Nothing herein shall prohibit the application of this Resolution to incorporated municipalities which contract with Moffat County for animal safety and control services if the governing body of such municipality has adopted these regulations as required by applicable law.

SECTION 1. Applicability. The control provisions of this Resolution shall apply to all dogs in the entire unincorporated area of Moffat County except for those dogs certified as assistance dogs for the physically handicapped, dogs actually working livestock, livestock protector dogs, dogs lawfully locating, pursuing or retrieving wild game in season when accompanied by and under the control of a licensed hunter, or dogs assisting search and rescue or law enforcement personnel, or dogs being trained in any of these pursuits. This Resolution shall also apply throughout any incorporated town or city which elects by ordinance or resolution to have the provisions hereof apply.

SECTION 2. Definitions. For the purposes of this Resolution, the following terms and words shall have the meanings set forth below.

- (a) “*Abandon*” means the leaving of a dog without adequate provisions for the dog's proper care for a period of twenty-four (24) hours or more, or leaving the dog with no intent of retrieving the dog by its owner, the person responsible for the dog's care or custody, or any other person having possession of such dog.
- (b) “*Animal*” means any living vertebrate creature, domestic or wild, except human beings and those animals defined in Section 35-44-101(1), C.R.S.
- (c) “*Animal*” (pet or domesticated). Pet animal or domesticated animal means dogs, cats, rodents, birds, reptiles, fish, pot-bellied pigs weighing less than seventy (70) pounds, and any other species of animal which is sold or retained as a household pet, but does not include skunks, nonhuman primates and other species of wild, exotic or carnivorous animals that may be further restricted in this chapter.
- (d) “*Attack*” means any violent or hostile physical contact with a person or other animal or any violent or hostile behavior that confines the movement of a person, including, but not limited to, chasing, cornering, or encircling a person.
- (e) “*Bodily injury*” means any physical pain, illness, or any impairment of physical or mental condition under C.R.S. § 18-1-901 (3)(c), as amended, and includes severe bruising, muscle tears, skin lacerations requiring professional medical treatment, or fracture of any bone, or injury that requires corrective or cosmetic surgery under C.R.S. § 18-9-204.5(2)(a), as amended; bodily injury that is "serious" means bodily injury which, either at the time of the actual injury or at a later time, involves a substantial risk of death, a substantial risk of serious permanent disfigurement, a substantial risk of protracted loss or impairment of the function of any part or organ of the body, or breaks or fractures under C.R.S. § 18-1-901(3)(p), as amended.

- (f) “*Caretaker*” means any person who keeps or harbors a dog or has the custody, charge, care, or possession of a dog, including the owner of the dog.
- (g) “*Certificate*” means a statement by a licensed veterinarian specifically describing the animal.
- (h) “*Confined*” means caged or restrained in a manner that prevents or precludes escape.
- (i) “*Control*” means:
 - (i) A dog which is actually working livestock, locating or retrieving wild game in season with a licensed hunter, or assisting law enforcement officers; or while being trained for any of these pursuits; or
 - (ii) A dog under physical control by means of a leash, cord, or chain not more than eight (8) feet in length, or confinement of such dog within the boundaries of the real property of its owner or caretaker; or
 - (iii) A dog whose owner prevents the dog from nuisance barking.
- (j) “*Custodian*” means any person who is in possession of or is keeping, harboring or caring for any animal.
- (k) “*Dangerous dog*” means any dog that:
 - (i) Inflicts bodily or serious bodily injury upon or causes the death of a person or domestic animal (dog, cat, or livestock); or
 - (ii) Demonstrates tendencies that would cause a reasonable person to believe that the dog may inflict bodily or serious bodily injury upon or cause the death of any person or domestic animal (dog, cat, or livestock); or
 - (iii) Engages in or is trained for animal fighting as described and prohibited in C.R.S. § 18-9-204.
- (l) “*Dog*” means any domesticated animal of the canine species, regardless of sex.
- (m) “*Dog harassing wildlife*” means any dog that unlawfully endangers, worries, impedes, annoys, pursues, disturbs, molests, rallies, concentrates, harries, chases, drives, herds, or torments wildlife as defined in C.R.S. § 33-1-102(24) and C.R.S. § 33-6-128(2).
- (n) “*Dog worrying livestock*” means any dog that runs after, chases, barks at, or injures livestock as defined in C.R.S. § 35-43-126.

- (o) “*Domestic animal*” means any animal owned or kept by a person for companionship or protection or for sale to others for such purposes, or livestock as defined in C.R.S. § 35-1-102(b).
- (p) “*Electronic control*” means the use of a device physically attached to the dog which is used to positively control the dog's behavior through electromagnetic signal transmitted to the device by the owner or through the use of a signal transmitted through an "invisible" fence.
- (q) “*Harbor*” means the act of keeping or caring for an animal or providing premises to which the animal returns for food, shelter, or care.
- (r) “*Impound*” means to take custody of and hold an animal at the Bear Creek Animal Hospital or other approved location.
- (s) “*Leash control*” means that a dog is firmly attached to a secured tether or leash not more than eight (8) feet in length which is being held by a person who is thereby in fact able to prevent the dog from charging, chasing or otherwise disturbing or interfering with any person, domestic animal or wildlife, irrespective of the presence of any distraction or provocation.
- (t) “*Livestock*” means cattle, sheep, goats, swine, mules, poultry, and such horses, mules, asses, and other animals used in the farm or ranch production of food, fiber, or other agricultural products.
- (u) “*Livestock protector dog*” means any dog which has been bonded to sheep or other livestock for the purpose of remaining with and protecting such livestock.
- (v) “*Nuisance animal*” means any animal that constitutes a nuisance by being a safety or health hazard, by damaging the property of another, or creating offensive odors, any of which materially interferes with or disrupts another person in the conduct of lawful activities at such person's home.
- (w) “*Nuisance barking*” means frequent, repeated, or continued barking, howling, yelping, screeching, moaning, crying, squawking, or other humanly audible noise made by a dog.
- (x) “*Owner*” means any person eighteen (18) years of age or older who owns, controls, keeps, harbors, or has custody of or cares for a dog. If a dog has more than one owner, each shall be considered an “owner” and subject to the provisions of this Resolution.
- (y) “*Possess*” or any derivation thereof, means exercising physical control over any animal.
- (z) “*Premises*” means the area of land surrounding the residence of the owner of any dog, which is owned, occupied or under the control of the owner of the dog, or any other confined area which is under the control or immediate supervision of the owner of the dog. “Premises” does not include any public right of way.

- (aa) “*Provocation*” means threatening, tormenting, teasing, or striking a dog.
- (bb) “*Quarantine*” means confinement of a dog for a minimum period of ten (10) days when such dog's bite has caused bodily injury.
- (cc) “*Rabies vaccination*” means the inoculation of a dog or cat with a vaccine licensed by the United States Department of Agriculture for use in the prevention of rabies.
- (dd) “*Running at large*” means a dog which is off of or away from the premises of its owner or keeper and not under the control of any person.
- (ee) “*Shelter*” means the Bear Creek Animal Hospital, located at 2430 East Victory Way, Craig, CO 81625, or any successor facility.
- (ff) “*Stray dog*” means any unlicensed dog, or licensed dog found unaccompanied by a person who has control, anywhere in unincorporated Moffat County.
- (gg) “*Tether*” means to tie up or chain to a fixed or heavy, inanimate object so as to restrict the free movement of an animal to a distance no greater than the length of its leash or chain.
- (hh) “*Vicious dog*” means any dog which has bitten or attempted to bite any person, without provocation, or has bitten a domestic or wild animal without being attacked or threatened with attack first.
- (ii) “*Wildlife*” means wild vertebrates, mollusks and crustaceans and includes mammals, birds, fishes, and reptiles that are not domesticated, as defined in C.R.S. § 33-1-102(51).

SECTION 3. Dog License Requirements and Fees.

- (a) Any owner of a dog residing within unincorporated Moffat County whose dog is over the age of three (3) months shall, on or before the first day of April for the current year, pay a required license fee as set forth by Moffat County.
- (b) At the time that a dog owner makes application for a license, the owner shall state (upon printed forms provided for such purpose) the name, address and telephone number of the dog owner, the dog's name, and the breed, age, color and sex of the dog. A current valid rabies vaccination certificate for the dog is also required as stated hereafter.
- (c) The provisions of this section are not intended to apply to dogs whose owners are non-residents temporarily residing within Moffat County. For purposes of this section, a person shall be deemed to be a resident if he or she remains in Moffat County for at least thirty (30) continuous days.
- (d) Upon payment of the license fee, a receipt for payment and a tag for each dog so licensed shall be issued. Each owner shall be required to provide his or her dog(s) with a durable collar to which the license tag must be affixed. The dog license tag must be constantly worn

by the dog to which the tag was issued, except when such dog is securely confined on the property of the owner. If a dog licensing tag is lost, destroyed, or mutilated, then a duplicate will be issued upon payment of \$2.00 (or as hereafter required by Moffat County) and presentation of the receipt showing payment of the license fee for the current year. Dog licensing tags shall not be transferable from one dog to another, and no refunds shall be made on any dog license fees for any reason.

- (e) Registration and licensing of dogs shall be done at the Moffat County Sheriff's Office.
- (f) The annual licensing fee is to be paid not later than April 1 of the year for which the license is issued; however, no license shall be issued unless and until the owner of the dog shall exhibit a current valid rabies vaccination certificate showing that the dog has been vaccinated against rabies by a licensed veterinarian.

SECTION 4. Rabies Inoculation Required.

- (a) The owner of every dog in unincorporated Moffat County shall have such dog inoculated by a licensed veterinarian against rabies at three (3) months of age, one year thereafter and every year thereafter (unless the veterinarian specifically recommends scheduling vaccinations once every three years for dogs), so as to provide inoculation during the period of effectiveness of the vaccination.
- (b) Upon vaccination of a dog, a licensed veterinarian shall execute and furnish to the owner a certificate of rabies inoculation which shall include the following information:
 - (i) The name, physical and mailing addresses, and telephone number(s) of the owner;
 - (ii) The name and address of the veterinarian administering the vaccination;
 - (iii) The breed, age, color, name, sex and reproductive status of the vaccinated animal;
 - (iv) The date of vaccination and expiration thereof;
 - (v) The type of vaccine used, lot number and manufacturer; and
 - (vi) The rabies vaccination tag number. The veterinarian shall also furnish a rabies tag, which shall be firmly affixed to the collar of the dog.
- (c) Any dog which has bitten a person so as to cause any abrasion and/or break of the skin and which dog has no verification of a valid rabies inoculation may be impounded or quarantined in the shelter, or any approved private veterinary hospital, for observation for at least ten (10) days in order to determine whether the dog has rabies. The Moffat County Sheriff or his designated representative shall give notice of such impoundment to the owner, if known. If no owner appears to claim the animal after the quarantine period has passed, the dog will be put up for adoption or humanely destroyed pursuant to local policy. Before a dog can be released from the impoundment facility, the owner or prospective

owner must show proof of a valid rabies inoculation or make specific arrangements with the Moffat County Sheriff or his designated representative who will verify rabies inoculation after release. Any dog which the owner establishes had a current rabies inoculation prior to the time of the incident in which the dog bit a person may, alternatively, be quarantined on the premises of the owner.

SECTION 5. Barking Dogs.

- (a) It shall be unlawful for any person owning or keeping a dog to fail to prevent such dog from disturbing the peace of any other person by nuisance barking or loud, persistent or habitual barking, howling, yelping, or making any other loud, persistent, or habitual noise as described in Section 2(x), whether the dog is on or off the owner's premises. Dogs guarding livestock shall not be exempt from the application of this section unless such barking is related to the presence of a predator, intruder, or unconfined animal.
- (b) Provocation of a dog whose noise is complained of, whether by a person or an unconfined animal, shall be a defense to any complaint brought under this section.
- (c) If the Moffat County Sheriff or his designated representative determines that a violation of this section has occurred for the first time, the Moffat County Sheriff or his designated representative may either give the violator a written warning for the violation or issue a penalty assessment notice. If a warning is given, the violator shall be entitled to a period of three (3) days after the date on which the written warning is given in order to correct the violation. If the violation persists or recurs after the three (3) day period, then the violator shall be subject to enforcement action under this Resolution. No enforcement action for a Violation of this section shall be taken more than one calendar year after the date on which written warning for that violation was given.
- (d) The warning process to be employed by the Moffat County Sheriff is as follows:
 - (i) The Moffat County Sheriff or his designated representative may give a written warning of the violation after any of the following circumstances occurs: a complaint which the Moffat County Sheriff or his designated representative investigates; two complaints from different households; or a complaint from a single household if it is the only household within a quarter mile of the source of the complaint.
 - (ii) Complainants must clearly identify themselves and the dog complained of by either the name of the dog owner or the address at which the dog is located.
 - (iii) Such warning is sufficient if it is identified as coming from the Moffat County Sheriff's Office, refers to this Section 5, states that a complaint has been received, and that the owner's dog is disturbing the peace of another person.
 - (iv) A warning is given under this section if it is personally served on the dog's owner, posted on the owner's premises, or placed in the U.S. mail, postage prepaid, and

addressed to the owner of the dog at the address contained in the licensing records, rabies inoculation records, or at an address based on the best information available.

- (v) The Moffat County Sheriff's Office shall maintain records of a "such warnings given", and such records shall be *prima facie* evidence that the warnings were given.
- (e) No person shall be convicted at trial of violating this section unless at least one witness testifies to the loud, persistent, or habitual nature of the noise. The Moffat County Sheriff, or his designated representative, may be relied upon as a witness in meeting this requirement.
- (f) All presently existing and properly approved veterinary hospitals, animal shelters, commercial kennels, or commercial boarding facilities and any such facilities which are approved in the future by the Board of County Commissioners shall be exempt from the provisions of this section.
- (g) Violations of this section are "strict liability" offenses, and it shall not be necessary to prove a culpable mental state on the part of any person with respect to any material element of such offenses. Violations shall be proved by establishing beyond a reasonable doubt that a person voluntarily acted, or failed to perform an act which such person was capable of performing, and that such act or omission is contrary to the provisions of this section.

SECTION 6. Dogs Running at Large.

- (a) It shall be unlawful for the owner of any dog to fail to prevent the dog from running at large in any unincorporated area of Moffat County. Any dog off the owner's premises or on private property without the permission of the property owner must be under control as defined in Section 2(i) of this Resolution, inside a vehicle, or physically confined so that said dog does not have access to passers-by. If injury, damage, or trespass has occurred, there shall be a presumption that the dog was not under control.
- (b) It shall be unlawful for the owner of a dog to allow such dog to attack or chase any person or domestic animal, harass any species of wildlife, or worry any livestock.
- (c) After apprehending a dog at large, the Moffat County Sheriff or his designated representative may impound the dog or return the dog to its owner. The Moffat County Sheriff or his designated representative may also issue a penalty assessment notice or a summons and complaint to the dog's owner. The Moffat County Sheriff or his designated representative shall have the right to enter upon private property when it is necessary to apprehend any dog that has been running at large. Such entrance upon private property shall be in reasonable pursuit of said dog and shall not include entry into a domicile or enclosure which confines a dog, unless it is at the invitation of the owner of the premises.

SECTION 7. Vicious or Dangerous Dogs.

(a) Running at Large.

- (i) It shall be unlawful for the owner of a dangerous or vicious dog as defined in Section 2(k) to fail to prevent said dog from going off the premises of the owner unless said dog is under leash control so as to prevent it from injuring any person, animal, or property.
- (ii) It shall be unlawful for the owner of a vicious dog to allow such dog to chase or attack any person, domestic animal or species of wildlife.
- (iii) Provocation by a person or attack (actual or threatened) by a domestic or wild animal shall be an affirmative defense to such an offense if the actions of any person or animal provoke the dog to such an extent that a dog of normal temperament would react viciously.

(b) On the Owner's Premises.

- (i) It shall be unlawful for the owner of a dangerous or vicious dog as defined in Section 2(k) to fail to confine said dog on the owner's premises in a secure enclosure which has secure sides and a secure base so as to effectively prevent the dog from escaping by digging or climbing or any other means and which enclosure must be of such material and closed in such a manner that the dog cannot exit the enclosure on its own.
- (ii) This provision shall not apply to any dog which has been trained by qualified instructors for guard or police purposes.
- (iii) No provision of this section relieves the owner of a dangerous or vicious dog from the obligation to comply with other provisions of this Resolution nor from the obligation to comply with any rule or regulation concerning building permit requirements or fences.
- (iv) Nothing herein shall be construed so as to limit the application of C.R.S. § 18-9-204.5 concerning the unlawful ownership of dangerous dogs.

SECTION 8. Miscellaneous Provisions.

- (a) **Removal of Animal Excrement.** No person owning or keeping any dog shall fail to prevent such animal from defecating upon any property other than the premises of the owner or keeper. It shall be unlawful for any owner to allow excessive animal feces to accumulate. The accumulation of feces shall be deemed to be excessive if there is a sufficient quantity to generate odors off the premises of the dog owner or to otherwise generate a health and safety hazard in the opinion of the Moffat County Sheriff or his designated representative.

- (b) **Habitual Offender.** A dog owner who violates any section of this Resolution three (3) or more times in any twelve (12) month period may be subject to special sanctions under Section 11. Time shall be calculated as running from the date of the violation and not from the date the case was disposed of or tried.

SECTION 9. Seizure and Impoundment.

- (a) Any dog found in violation of this Resolution is subject to seizure and impoundment. The Moffat County Sheriff or his designated representative shall apprehend and impound any dog found running at large, any dog required to be vaccinated against rabies which is either not vaccinated or not wearing a current rabies vaccination tag, any dangerous or vicious dog not properly confined, any dog which has bitten a person or is sick or injured or unaltered or abandoned, and any dog being kept or maintained contrary to the provisions of this Resolution.
- (b) When the Moffat County Sheriff or his designated representative has apprehended a dog, he or she may take appropriate action, including returning the dog to its owner, impounding the dog at the Bear Creek Animal Hospital, or issuing a penalty assessment or summons and complaint.
- (c) If the dog is impounded, then the Moffat County Sheriff or his designated representative shall give notice of such impoundment to the owner, if known. If no owner appears to claim the dog within five (5) days of receipt of the notice to the owner, then the dog will be deemed abandoned and will be disposed of by sale, adoption or humane destruction in accordance with local policy. Upon good cause shown, the Moffat County Sheriff or his designated representative may cause a dog to be impounded for more than five (5) days.
- (d) Before a dog can be released from the impoundment facility, the owner or prospective owner must show proof of a valid rabies inoculation or make specific arrangements with the Moffat County Sheriff or his designated representative who will verify rabies inoculation after release. The owner must pay the costs of impoundment, including any veterinarian costs and expenses incurred by the Moffat County Sheriff's Office. The quarantine provisions for a dog which has bitten a person so as to cause an abrasion or break of the skin and which have no verification of a valid rabies inoculation are set forth in Section 4.
- (e) Impoundment fees are as follows:
 - (i) Altered Animal (Spayed/Neutered): First offense: \$10.00; Second offense: \$20.00; and
 - (ii) Unaltered Animal: First offense: \$25.00; Second offense: \$50.00.

- (f) The Moffat County Board of County Commissioners, the Moffat County Sheriff's Office, agents, or employees or any other person authorized to enforce the provisions of this Resolution shall not be held responsible for any accident or subsequent disease or illness that may occur to the animal in connection with the administration of this Resolution.

SECTION 10. Enforcement.

The term "Moffat County Sheriff or his designated representative" includes any employee of Moffat County who is authorized to engage in animal control, including all Sheriff's deputies. Pursuant to C.R.S. § 30-15-105, as amended, any Moffat County Employee engaged in animal control, however titled or administratively assigned, may issue citations or summonses and complaints enforcing this Resolution on behalf of the Moffat County Sheriff's Office and shall be included in the definition of a "peace officer" under C.R.S. § 18-3-201 (2), as amended, as it pertains to assaults upon peace officers. It shall be unlawful for any person to interfere with, hinder, or prevent the Moffat County Sheriff or his authorized representatives in the discharge of their duties as herein prescribed.

SECTION 11. Penalties. The following penalties shall apply to this Resolution:

- (a) Any violation of this Resolution **not** involving bodily injury to any person shall be a petty offense as provided for in C.R.S. § 30-15-102(1), punishable by a fine of not more than three hundred (\$300.00) dollars or imprisonment in the county jail for not more than ten (10) days, or by both such fine and imprisonment for each separate offense.
 - (i) Pursuant to C.R.S. § 30-15-102(3), whenever the Moffat County Sheriff or his designated representative has probable cause to believe that a violation of this Resolution has occurred, he or she may issue a penalty assessment or summons and complaint to the violator stating the nature of the violation with sufficient particularity to provide notice to the violator. In the discretion of the Moffat County Sheriff or his designated representative, for third and subsequent violations, the summons and complaint procedure may be used instead of the penalty assessment procedure.
 - (ii) The Moffat County Sheriff or his designated representative may use the penalty assessment procedure described under C.R.S. § 16-2-201(1) for those violations referenced in Section 12(a)(iii), below. The statute permits the Moffat County Sheriff or his designated representative to give a person arrested for a petty offense a penalty assessment notice and release the person upon its terms, or take the person before a county court judge. The penalty assessment notice shall contain the identification of the violator, the specification of the violation (including location of the violation), the applicable fine, and the amount of pending fines on the violator's prior offenses, if any.
 - (iii) The penalty assessment procedure shall incorporate the schedule of fines attached hereto at Appendix A.

- (b) Pursuant to C.R.S. § 30-15-102(3), whenever the Moffat County Sheriff or his designated representative has probable cause to believe that any violation of this Resolution involving bodily injury has been committed, he or she may issue a penalty assessment or summons and complaint to the violator stating the nature of the violation with sufficient particularity to provide notice to the violator.
- (c) Any violation of this Resolution **involving** bodily injury to any person shall be a class 2 misdemeanor as provided in C.R.S. § 30-15-102(2) and C.R.S. § 18-1.3-501(1), punishable by a maximum sentence of imprisonment for one hundred twenty (120) days, not more than a seven hundred fifty dollars (\$750.00) fine, or both, for each separate offense.
- (d) In recognition of the serious nature of violations involving bodily injury to persons and habitual offenders, and in the interest of protecting and promoting public safety, the Moffat County Sheriff's Office and/or the District Attorney's Office has the authority to recommend to the court that a special sanction be imposed against a dog owner convicted of one or more offenses under this Resolution. The recommendation for a special sanction may be presented to the court as a proposed condition of sentencing upon conviction, which may be in lieu of or in addition to the specified fine, at the discretion of the court. The court may take into consideration the severity of the incident and the prior history of the dog and the dog owner when fashioning a sentence. The following is a non-exclusive list of potential sanctions which the court may order to be completed within a specified time:
 - (i) Construct a secure enclosure for the dog, as defined in Section 7(b)(i) or to the specifications of the Moffat County Sheriff or his designated representative, or confine the dog to the house or existing secure enclosure;
 - (ii) Require signage on the owner's property warning of the presence of a dangerous or vicious dog;
 - (iii) Spay or neuter the dog;
 - (iv) Attend and successfully complete dog obedience training;
 - (v) Perform community service work at an animal sheltering facility;
 - (vi) Require use of a short (2') hand-held leash and/or muzzle if the dog is taken off the owner's premises; or
 - (vii) Humanely euthanize the animal.

The Moffat County Sheriff or his designated representative will be responsible for conducting follow-up visits with the dog owner to ensure compliance with court-ordered sanctions and will report back to the court in a timely manner.

SECTION 12. *Fines; Fees; and Surcharges and Proceeds.*

All license fees, penalty assessments, fines, impoundment fees, proceeds from sales, or other moneys collected pursuant to this Resolution shall be paid into the Moffat County Treasury. No fine or penalty or assessment levied by the court for any violation of this Resolution shall be suspended by the court. Any person who pleads guilty to or is convicted of any violation of this Resolution shall pay an additional surcharge of eight dollars (\$8.00) for the victims and witnesses assistance and law enforcement fund pursuant to C.R.S. § 16.2.3-102 (1)(b)(III) and C.R.S. § 24-4.2-104(1)(b)(III) and an additional surcharge of two dollars and fifty cents (\$2.50) for the offender identification fund pursuant to C.R.S. § 16.2.3-102 (1)(b)(III) and C.R.S. § 24-33.5-415.6 (11).

SECTION 13. *Severability Clause.*

If any provision of this Resolution or the application thereof to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provisions or applications and, to this end, the provisions of this Resolution are declared to be severable.

SECTION 14. *Liability Clause.*

The Board of County Commissioners of Moffat County, the Moffat County Sheriff's Office, agents or employees or any other person authorized to enforce the provisions of this Resolution shall not be responsible for any accident or subsequent disease or illness that may occur to an animal in connection with the administration of this Resolution.

SECTION 15. *Safety Clause.*

The Board of County Commissioners hereby finds, determines and declares that this Resolution is necessary for the immediate preservation of the public health, safety, and welfare.

SECTION 16. *Other Remedies.*

Nothing in this Resolution is intended to limit or prohibit the application of, or charges and prosecution under C.R.S. Titles 18, 33, 35, or other provisions of state law in appropriate cases.

SECTION 17. *Effective Date.*

The Board of County Commissioners hereby finds, determines and declares that this Resolution shall take effect on the ____ day of _____, 2024. Until that time, any previous resolutions or ordinances concerning animal control shall remain in effect.

SECTION 18. *Revocation of Previous Resolutions.*

By adoption of this Resolution, any and all Moffat County Animal Control regulations, including any portions of resolutions in conflict herewith are hereby revoked, rescinded, and repealed as of the effective date of this Resolution.

Upon motion duly made, seconded and adopted this 27 day of February, 2024, effective at 9:15 A.M.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Tony Bohrer, Chairman

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

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

Witness my hand and the official seal of said County this _____ day of February, 2024.

Erin Miller, Deputy Clerk and Ex-Officio to the County
Commissioners, Moffat County, Colorado

G:\BOCC\Resolutions\2024\24-01-11.Revised Dog Resolution.docx

APPENDIX A TO RESOLUTION NO. 2024-__

Failure to Vaccinate or Failure to Wear Rabies Tag

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Failure to License Dog

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Barking Dog

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Dog at Large

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Vicious or Dangerous Dog at Large or Not Properly Confined

1st Offense: Court appearance and a fine of not less than (\$75.00).

2nd & subsequent offenses: court appearance & a fine of not less than \$150.00.

Unneutered or Unspayed Dog at Large¹

Unneutered: First Offense \$25.00; Second Offense \$50.00

Neutered: First Offense: \$10.00; Second Offense: \$20.00

Cruelty to Animals

First Offense: \$100.00; *Second Offense:* \$300.00; & *Subsequent Offenses* and Maximum Penalty \$1,000.00

Failure to Remove Excrement

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Impoundment Fees:

Altered Animal (Spayed/Neutered): *First offense:* \$10.00; *Second offense:* \$20.00;

Unaltered Animal: *First offense:* \$25.00; *Second offense:* \$50.00.

¹ *These fees are collected by Bear Creek Animal Hospital directly from the owner of the animal and not payable to Moffat County.

Department: Human Resources

Date 01/17/2024

Director: Rachel Bower

Department Request/Change:

Request to fill open Vet Service Officer position. Per hiring committee and interviews conducted on 01/17/24, it was recommended to offer this position to Ronald Epplin.

Justification:

This is an open county position that needs to be filled.

Consequences Deferring Request:

Providing services to our local veterans.

Alternative Request:

None

Total 2024 Fiscal Impact:

None, this position is currently budgeted for 2024.

Department Requesting Change: Human Resources Department

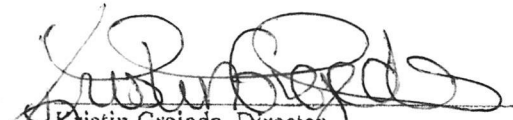
Supervisor/Director: Rachel Bower

**ADDENDUM TO PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2023 – May 31, 2024**

1. THIS ADDENDUM TO THE PURCHASE OF SERVICE CONTRACT, made this 10th day of January, 2024, by and between Moffat County, hereinafter called "County," and Karla Persichitte, LPC, P.O. Box 1609, Hayden, CO 81639, hereinafter called "Contractor."
2. This Addendum will be effective from June 1, 2023, until May 31, 2024, regardless the date of execution.
3. County and Contractor entered into a written agreement dated May 24, 2023 (the "Contract") entitled Purchase of Service Contract Core Services Program Mental Health services. Except as modified herein, this Addendum is subject to the terms of said contract.
4. Paragraph 4 of the Contract is modified to increase the total amount of the contract as follows:
The additional amount to be expended pursuant to this addendum shall not exceed Fifty Thousand dollars and no/100 cents (\$50,000). 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. All other provisions of the contract remain in effect.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

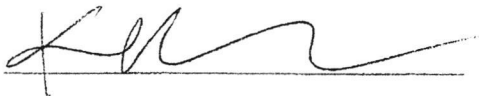

Kristin Grajeda, Director

Tony Bohrer, Chairperson

DATE: 1/17/2024

DATE: _____

CONTRACTOR



DATE: 1/10/2024

STATE OF COLORADO)

) ss.

County of Moffat)

Subscribed and affirmed to before me this 10 day of January, 2023 by
Karla Persichitte, Independent Contractor.

Witness my hand and seal.

My commission expires: 1/13/2025


Notary Public

MANDY DECKLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20094001274
My Commission Expires January 13, 2025

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 188138

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. : 24

Period To: 11/30/2023

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	\$3,902,041.42
3. Contract Sum To Date	\$22,437,659.42
4. Total Completed and Stored To Date	\$22,437,659.42
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$22,437,659.42
7. Less Previous Certificates For Payments	\$21,916,878.74
8. Current Payment Due	\$520,780.68 \$470,780.68
9. Balance To Finish, Plus Retainage	\$0.00 \$50,000.00

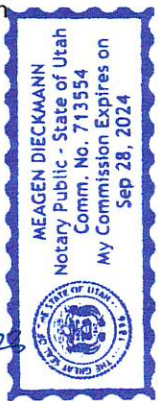
CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$3,902,041.42	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$3,902,041.42	\$0.00
Net Changes By Change Order	\$3,902,041.42	

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

CONTRACTOR: BH INC

By:  Date: 12/1/23

State of: Utah
Subscribed and sworn to before me this 11th day of December, 2023
Notary Public: Meagen Dieckmann
My Commission expires: Sept. 28, 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 ~~\$ 520,780.68~~ **\$470,780.68**

(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: 1.16.24

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. : 24

Application Date : 11/30/23

To: 11/30/23

Architect's Project No.:

Invoice # : 188138

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	147,248.00	0.00	0.00	147,248.00	100.00%	0.00	0.00
01.01	Payment Bond	183,414.00	183,414.00	0.00	0.00	183,414.00	100.00%	0.00	0.00
01.02	Supervision	325,600.00	325,600.00	0.00	0.00	325,600.00	100.00%	0.00	0.00
01.03	GC Fee	1,329,979.00	1,329,979.00	0.00	0.00	1,329,979.00	100.00%	0.00	0.00
01.04	Contingency Allowance	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00%	0.00	0.00
02.01	Division 02 - Existing Conditions	221,178.00	221,178.00	0.00	0.00	221,178.00	100.00%	0.00	0.00
03.01	Division 03 - Concrete	125,350.00	125,350.00	0.00	0.00	125,350.00	100.00%	0.00	0.00
04.01	Division 04- Masonry	324,250.00	324,250.00	0.00	0.00	324,250.00	100.00%	0.00	0.00
05.01	Division 05 - Metals	27,600.00	27,600.00	0.00	0.00	27,600.00	100.00%	0.00	0.00
06.01	Division 06 - Wood, Plastics And Composites	559,100.00	559,100.00	0.00	0.00	559,100.00	100.00%	0.00	0.00
07.01	Division 07 - Thermal And Moisture Protection	1,556,292.00	1,556,292.00	0.00	0.00	1,556,292.00	100.00%	0.00	0.00
08.01	Division 08 - Openings	1,153,647.00	1,153,647.00	0.00	0.00	1,153,647.00	100.00%	0.00	0.00
09.01	Division 09 - Finishes	4,013,962.00	4,013,962.00	0.00	0.00	4,013,962.00	100.00%	0.00	0.00
10.01	Division 10 - Specialties	123,297.00	123,297.00	0.00	0.00	123,297.00	100.00%	0.00	0.00
12.01	Division 12 - Furnishings	3,574.00	3,574.00	0.00	0.00	3,574.00	100.00%	0.00	0.00
13.01	Division 13 - Special Construction	183,268.00	183,268.00	0.00	0.00	183,268.00	100.00%	0.00	0.00
21.01	Division 21 - Fire Suppression	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00%	0.00	0.00
22.01	Division 22 - Plumbing	967,151.00	967,151.00	0.00	0.00	967,151.00	100.00%	0.00	0.00
23.01	Division 23 - HVAC	1,831,400.00	1,831,400.00	0.00	0.00	1,831,400.00	100.00%	0.00	0.00
26.01	Division 26- Electrical	3,389,365.00	3,389,365.00	0.00	0.00	3,389,365.00	100.00%	0.00	0.00
27.01	Division 27- Communications	1,019,470.00	1,019,470.00	0.00	0.00	1,019,470.00	100.00%	0.00	0.00
31.01	Division 31- Earthwork	423,413.00	423,413.00	0.00	0.00	423,413.00	100.00%	0.00	0.00
32.01	Division 32- Exterior Improvements	152,060.00	152,060.00	0.00	0.00	152,060.00	100.00%	0.00	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	0.00
99.02	CO#2	1,216,696.49	1,216,696.49	0.00	0.00	1,216,696.49	100.00%	0.00	0.00
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
99.08	Change Order #004	139,093.87	139,093.87	0.00	0.00	139,093.87	100.00%	0.00	0.00
99.09	Change Order #09	148,924.28	148,924.28	0.00	0.00	148,924.28	100.00%	0.00	0.00

CONTINUATION SHEET

Page 3 of 3

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. : 24

Application Date : 11/30/23

To: 11/30/23

Architect's Project No.:

Invoice # : 188138

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					
99.10	Change Order #06	1,170,526.46	1,170,526.46	0.00	0.00	1,170,526.46	100.00%	0.00	0.00
99.11	Change Order #07	625,584.33	625,584.33	0.00	0.00	625,584.33	100.00%	0.00	0.00
99.12	Change Order #08	109,599.04	109,599.04	0.00	0.00	109,599.04	100.00%	0.00	0.00
99.13	Change Order #09	152,154.79	152,154.79	0.00	0.00	152,154.79	100.00%	0.00	0.00
0-99-08	Change Order #03	114,011.53	114,011.53	0.00	0.00	114,011.53	100.00%	0.00	0.00
Grand Totals		22,437,659.42	22,437,659.42	0.00	0.00	22,437,659.42	100.00%	0.00	0.00