

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

Special Board Meeting Agenda

Minutes will be recorded for these formal meetings

Monday, June 16, 2025

9:00 am

Office of Development Services – Roy Tipton

- ✓ Revised 8th Amendment to Operating Agreement between Moffat County and State of Colorado
Department of Public Safety/CO State Patrol for the Moffat County Public Safety Center

Adjournment

The next scheduled BOCC meeting will be Tuesday, June 24, 2025 - 8:30 am

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

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



8:26 AM 6/13/2025

**REVISED EIGHTH AMENDMENT TO
OPERATING AGREEMENT
MOFFAT COUNTY PUBLIC SAFETY CENTER**

This Revised Eighth Amendment to the Operating Agreement is made between the following parties:

MOFFAT COUNTY, a body politic
1198 West Victory Way, Suite 104
Craig, CO 81625

—and—

The State of Colorado
Department of Public Safety
Colorado State Patrol
700 Kipling Street
Denver, CO 80215
(hereinafter referred to as "CSP")

(hereinafter referred to as "MOFFAT COUNTY")

upon the following terms and conditions.

RECITALS

- A. The parties hereto are signatories to an Operating Agreement with an effective date of August 1, 2001.
- B. The Original Operating Agreement and the First Amendment to Operating Agreement including Exhibit "B" identified space exclusively dedicated to the Colorado State Patrol and "common use space" shared by the "Space Users" of the Moffat County Public Safety Center (hereinafter referred to as "PSC").
- C. The parties hereto ratify and confirm the original Operating Agreement is still of record and recognized in consideration of the mutual covenants and promises of the parties.
- D. The parties recognize that the CSP currently owns a total of 9,125 square feet in the PSC broken down as follows: 2,640 sq. ft. Communication Dispatch Center; 2,235 sq. ft. CSP Troop 4B office; and 1,250 sq. ft. CSP vehicle garage; 1/3 share of 9,000 sq. ft. in common space making the CSP share of the common space 3,000 sq. ft.
- E. The parties have authority to enter into this Revised Eighth Amendment to the Operating Agreement (hereinafter referred to as "Agreement"). Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment(s) pursuant to this Agreement. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW THEREFORE, in consideration of the mutual covenants and agreements, it is agreed as follows:

- 1. Utilities, Maintenance, Janitorial, Etc. The CSP shall pay \$6.61 per square foot for its fair share of the utilities, routine maintenance, and operating supplies as contemplated by Paragraph 6 of the original Operating Agreement. The total "fair share" costs due from the CSP shall be \$60,316.25 per year.
- 2. Capital Renewal/Controlled Maintenance. CSP agrees that at any time improvements or major repairs ("Controlled Maintenance") to the PSC are warranted, which improvements or major repairs may qualify for State Controlled Maintenance Funds ("CMF"), the CSP will apply for such funds. Moffat County understands and agrees that any such funding is at the exclusive discretion of the Colorado State Legislature and CSP can only request such funds without guarantee of obtaining the same. CSP shall be responsible to pay its pro rata share of any such improvements or major repairs, provided the same are previously approved by a person

designated by CSP. CSP shall not unreasonably withhold such approval or requests.

3. Exclusive Space. CSP shall pay for any and all non-structural cosmetic changes to the CSP's exclusive space, including but not limited to painting and flooring. The CSP shall have exclusive authority to make any and all such changes provided that such changes do not affect or endanger the structural integrity of the PSC nor otherwise negatively impact the use of the PSC by other Space Users. The cost of such changes shall be made through the Maintenance and Repair Fund as set forth in Paragraph 4 below.
4. Maintenance and Repair Fund. In anticipation that funds will be needed to pay for improvements, major repairs, or non-structural cosmetic changes as set forth in Paragraphs 2 and 3 above, the CSP shall pay \$2.31 per square foot each year to Moffat County which moneys shall be held by Moffat County until such time as such improvements, major repairs, or non-structural cosmetic changes are performed. Moffat County or CSP shall notify the other party at least thirty (30) days in advance of any improvement or major repairs to be done which either party believes should be paid from this fund. In the event that the total of cost of improvements, major repairs, or non-structural cosmetic changes exceeds the amount in the fund, CSP shall have the option to add additional funds during the fiscal year to make up the difference or use funds from the next fiscal year to cover the total costs. All additional funds or fund balance would be used to reimburse Moffat County until the total cost of said work is reimbursed. Moffat County or CSP shall not unreasonably withhold such approval or requests for expenditures against the fund. Fiscal year-end review of the fund is required.
5. Payment. The total payment by CSP for building use, including its fair share of utilities, routine maintenance and operating supplies as set forth in Paragraph 1 above and the maintenance and repair fund as set forth in Paragraph 4 above shall be \$8.92 per square foot for a total of \$81,395.19 per year for two (2) consecutive years beginning on 1/1/2026. The total annual payment shall be due in January of each year.
6. Telephone and Telecommunication. The CSP is responsible to pay its own cost for telephone service and any telecommunication charges incurred by its use of the PSC and shall be responsible for all equipment related thereto.
7. Other. CSP is responsible for the cost of any repairs to the PSC necessitated by the acts or omissions of its agents, invitees, contractors or employees. Moffat County is responsible for the cost of any repairs to the CSP Exclusive Space within the PSC necessitated by the acts or omissions of its agents, invitees, contractors or employees.
8. Renewal. A review of the operating costs for utilities, maintenance, janitorial, etc., and the maintenance and repair fund, as set forth in Paragraphs 1 and 4 herein, will be done by Moffat County every two (2) years based on audited financial statements for the prior two years. Adjustments to the square footage rate resulting from that review shall be submitted to the CSP by August 31. Adjustments to the rate set forth in Paragraph 1 above shall be made by letter of agreement. Any such rate adjustment shall be approved and signed by both parties prior to implementation.
9. Electric Vehicle Charging Station. The parties agree it is appropriate and in the best interests of Moffat County and CSP for the Operating Agreement to be amended to authorize CSP to install a new Electric Vehicle Charging Station (hereinafter referred to as "Charging Station") at the Public Safety Center located at 800 West 1st Street, Craig, CO 81625. Moffat County grants permission for CSP to install the Charging Station at the South East Parking Lot of the PSC. The Charging Station location is as attached hereto and incorporated by reference herein as "**Exhibit A**". Moffat County's sole responsibility for the Charging Station is to provide space for the

Charging Station at the South East Parking Lot. Moffat County is not requesting any additional payment for the real estate where the Charging Station and space for the Charging Station will be located. CSP agrees to pay for all costs and liabilities associated with the construction, installation, maintenance, and utility costs of the Charging Station, including payment for the installation of a dedicated electric meter for the Charging Station. CSP shall be permitted to install signage to specify what vehicles can use the Charging Station. The Charging Station will become affixed to the land at the PSC, such that the equipment and associated power lines are permanent fixtures which need not be removed upon sale or disposal of the real property at the PSC, unless the parties agree otherwise. If the Charging Station is kept in place after such sale or disposal, the ownership of the electric meter will need to be reassigned or transferred. Any removal of the Charging Station should include removal or abandonment of the dedicated electric meter and underground electric lines to said Charging Station.

10. Compliance with Laws. CSP shall comply with all applicable laws and regulations and shall secure any and all necessary governmental authorizations and permits in installing the Charging Station.
11. Order of Precedence. The provisions of the Operating Agreement shall govern the relationship of the CSP and Moffat County. In the event of conflicts or inconsistencies between said Agreement and the Revised Eighth Amendment to the Operating Agreement, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
 - i. The provisions of the Revised Eighth Amendment to the Operating Agreement,
 - ii. The provisions of the Revised Seventh Amendment to the Operating Agreement,
 - iii. The provisions of the Revised Sixth Amendment to the Operating Agreement,
 - iv. The provisions of the Fifth Amendment to the Operating Agreement,
 - v. The provisions of the Fourth Amendment to the Operating Agreement,
 - vi. The provisions of the Third Amendment to the Operating Agreement,
 - vii. The provisions of the Second Amendment to the Operating Agreement,
 - viii. The provisions of the First Amendment to the Operating Agreement, and
 - ix. The provisions of the main body of the Operating Agreement.
12. Except as modified by the provisions of this Revised Eighth Amendment to the Operating Agreement, all other terms and conditions in the Operating Agreement, are hereby ratified and confirmed and remain in full force and effect.
13. The effective date of this Revised Eighth Amendment to the Operating Agreement is January 1, 2026, or the date signed by the State Controller or his or her designee, whichever is later. In accordance with the requirements of § 24-30-202 (1), C.R.S., as amended, this Revised Eighth Amendment to the Operating Agreement shall not be deemed valid until it has been approved by the State Controller, or such assistant as he or she may designate.

(SIGNATURE PAGE TO FOLLOW.)

IN WITNESS WHEREOF, the parties hereto have executed this Revised 8th Amendment to Operating Agreement on the day and year herein written.

MOFFAT COUNTY, Colorado, a body politic,
By its Board of County Commissioners

STATE OF COLORADO
Jared S. Polis, Governor
The Department of Public Safety, **for the use and
benefit of the Colorado State Patrol**

By: _____
Melody Villard, Chairperson

By: _____
Executive Director

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

C.R.S. § 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good(s) and/or services provided.

STATE OF COLORADO
Jared S. Polis, Governor
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____

Date: _____

Exhibit A

Charging Station Location at the South East Parking Lot



OPERATING AGREEMENT MOFFAT COUNTY PUBLIC SAFETY CENTER

This Agreement is made between the following parties:

MOFFAT COUNTY, a body politic — and —
221 West Victory Way
Craig, CO 81625

(hereinafter, "MOFFAT")

THE STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY/
COLORADO STATE PATROL
700 Kipling Street
Denver, CO 80215
(hereinafter, "CSP")

and is upon the following terms and conditions.

R E C I T A L S

A. MOFFAT is constructing a Public Safety Center (hereinafter, "PSC"), which when completed will service the following law enforcement agencies:

- 1.) The Moffat County Jail
- 2.) The Moffat County Sheriff's Office
- 3.) The City of Craig Police Department
- 4.) The Colorado State Patrol Troop 4B and
- 5.) The Colorado State Patrol Regional Communications Center

(hereinafter, "SPACE USERS").

B. The State of Colorado, by and through The Department of Personnel/GSS is purchasing an undivided 11.73% of the PSC and the real property upon which it is situate, the legal description of which is attached hereto as Exhibit "A."

C. CSP shall occupy the space being acquired by the State in the PSC and has authority to enter this Operating Agreement.

D. Through a joint planning process, the SPACE USERS have allocated the space in the PSC between space dedicated exclusively to each user and space to be used in common by all of the users.

E. Attached hereto as Exhibit "B" is a schematic drawing of the main floor plan for the PSC, which drawing depicts the space dedicated exclusively to: (1) The Colorado State Patrol Troop 4B (dark green) and (2) the Colorado State Patrol Regional Communications Center (blue), as well as the space to be used in common by all of the SPACE USERS (light green).

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties, it is agreed as follows:

I. DEDICATION AND ACCEPTANCE OF EXCLUSIVE SPACE. By the execution hereof the parties dedicate to and the CSP accepts as its exclusive space 4875 square feet in the PSC, and more specifically described as follows:

- A. The 2640 net square feet of space titled "Communications" and indicated in blue on Exhibit "B," and
- B. The 2235 net square feet of space titled "State Patrol" and indicated in dark green on Exhibit "B."

Additionally CSP shall have 1250 net square feet of space in a maintenance building/garage to be constructed at a location on Exhibit "A." The net space allocated in said maintenance building/garage shall be exclusively dedicated to CSP.

CSP shall never pay rent for such space, inasmuch as CSP has purchased said space, all pursuant to a Contract dated the ____ day of _____, 2001, and shall only pay utilities and other maintenance costs pursuant to Paragraph 6 below.

This exclusive space shall be managed and controlled by the CSP without disturbance from MOFFAT or any other SPACE USER. The parties recognize that the space is subject to the Mortgage and Indenture of Trust dated July 1, 1998 and recorded August 4, 1998 at Reception No. 1998L 3303 of the Moffat County, Colorado records as supplemented by "First Supplement to Mortgage and Indenture of Trust" dated February 1, 2001 and recorded February 28, 2001 at Reception No. 2001L842 of the Moffat County, Colorado records (hereinafter, the "MORTGAGE"), and a Lease Purchase Agreement dated July 1, 1998 and recorded August 4, 1998 at Reception No. 1998L 3305 of the Moffat County, Colorado records as amended by "First Amendment to Lease Purchase Agreement" dated February 1, 2001 and recorded February 28, 2001 at Reception No. 2001L843 of the Moffat County, Colorado records (hereinafter, the "LEASE").

The parties recognize that the Trustee under the MORTGAGE has agreed with the County ("MOFFAT" herein) that in the event of default in the payment of the MORTGAGE, the Trustee will not disturb the use of up to 5,400 square feet of the "Facility" by the State of Colorado ("CSP" herein) so long as no default exists under the terms of this Operating Agreement.

In the event of any default by Seller under the Mortgage or Lease, which default results in the Trustee under the Mortgage exercising its rights in the property, the space subject to non-disturbance shall be the 4,875 square feet in the PSC, and so much of the maintenance building/garage as brings the total non-disturbance area to 5,400 square feet.

Unless Buyer is in default of its obligations under this Agreement, Seller shall, upon Seller's default under the Mortgage or Lease, defend Buyer's title to its exclusive space and indemnify Buyer to the full extent of its construction cost for any space from which Buyer is ultimately ejected by Trustee.

2. DEDICATION AND ACCEPTANCE OF COMMON AREAS. By the execution hereof MOFFAT agrees to commit to use as common space the approximate 9,000 square feet of space indicated in light green on Exhibit "B" attached hereto, together with the driveways and parking lot/spaces constructed on the property described on Exhibit "A." The common space will be used for the law enforcement function of all SPACE USERS, including but not limited to: (i.) reception and waiting rooms; (ii.) storage rooms, including evidence; (iii.) armory; (iv.) reporting, interview and viewing rooms; (v.) training/ classrooms; (vi.) locker rooms and wellness facilities; and (vii.) motor vehicle access and parking.

This common space will be used by all SPACE USERS. Any rules and/or protocols for said use will be established by the joint concurrence of the Moffat County Sheriff, Craig Chief of Police and the State Patrol Captain, with the Moffat County Board of County Commissioners reserving the right to make final decision regarding rules for common use. The common area shall not be used for a non law enforcement function without the consent of all the parties.

This common space shall be subject to the MORTGAGE and the LEASE.

3. SPACE RESERVED EXCLUSIVELY TO MOFFAT COUNTY. Any space not dedicated exclusively to the CSP per Paragraph 1 above is reserved exclusively to MOFFAT for use by the Moffat County Sheriff or by other law enforcement agencies occupying such space pursuant to a separate agreement with MOFFAT. Notwithstanding the fact that the CSP owns an undivided 11.73% in said space, said space shall be managed and controlled by MOFFAT without disturbance from the Colorado State Patrol, the State of Colorado or any other SPACE USER.

4. EFFECT OF DEDICATION AND ACCEPTANCE (EXCLUSIVE SPACE). The parties understand and agree that the space exclusively dedicated to each is that party's agreed to partition of that party's respective interest in the whole, and neither party shall hereafter claim and/or disturb the exclusive property of the other. If the parties subsequently create condominium interests in the PSC or otherwise partition the Property by legal action, each shall accept the space "exclusively partitioned" to them herein as their partitioned or condominium interest.

5. EFFECT OF DEDICATION AND ACCEPTANCE (COMMON AREAS). The parties understand and agree that the space dedicated to common areas is so dedicated for the first ten (10) years of occupancy of the PSC by the parties. MOFFAT reserves the right to alter, remodel and/or reconfigure the common areas.

6. UTILITIES, MAINTENANCE, JANITORIAL, ETC. With the exception of telephone and telecommunications (see Paragraph 7 below) and with the further exception of controlled maintenance (see Paragraph 8 below), MOFFAT shall provide at no cost to CSP the water, sewer, electrical and gas to the PSC, including hookup fees (e.g., taps), deposits and related equipment, all fire and extended casualty coverage on the improvements, as well as all routine maintenance and janitorial services for the first ten (10) years of occupancy of the PSC by the parties hereto. At the conclusion of ten (10) years, all users in the PSC shall negotiate a renewal of this Operating Agreement that fairly divides all costs including utilities associated with the PSC. Said division of costs shall consider the exclusive space utilized by CSP, as well as the functional use of each SPACE USER, to the end that each SPACE USER pays for its fair share.

7. TELEPHONE AND TELECOMMUNICATION. Each party shall pay their own cost for telephone service and shall be responsible for all equipment related thereto. MOFFAT shall provide a fiberoptic line and telecommunication services to the PSC as per a Memorandum of Understanding executed by CSP November 30, 1999, which is incorporated herein by reference.

8. CONTROLLED MAINTENANCE. CSP agrees that at any time improvements to the PSC are warranted, which improvements may qualify for State Controlled Maintenance Funds (CMF), the CSP will apply for such funds. MOFFAT understands and agrees that any such funding is at the exclusive discretion of the Colorado State Legislature and CSP can only request such funds without guarantee of obtaining the same.

9. FURNITURE, FIXTURES AND EQUIPMENT. Each party shall provide all furniture, fixtures and equipment necessary to properly utilize its exclusive space. CSP shall be responsible for any loss to such property, and may at its discretion, insure the same against fire and extended casualty. MOFFAT will provide all furniture, fixtures and equipment necessary for the proper utilization of the space dedicated to common use as identified in Paragraph 2 above.

10. SPECIAL CONSIDERATIONS FOR MOVE IN. Prior to actual occupancy and in furtherance of moving in, the parties agree as follows:

- A. CSP will provide an un-interruptible power supply (hereinafter, "UPS") for their communications operation and a tower to mount microwave dish. The UPS system and tower provided by CSP is to be installed by the contractor engaged by MOFFAT to construct the PSC at MOFFAT's expense.
- B. CSP will provide and install at CSP's expense and for the CSP communications operation an access flooring system not to exceed 1,100 square feet. As part of the installation of the flooring system, MOFFAT will install "anti-static" carpet and the CSP will pay for the difference of the cost for the purchase and installation of "anti-static" carpet on the access flooring (1,100 square feet) and the cost of regular carpeting.
- C. MOFFAT will assist CSP in its move to the PSC. MOFFAT may provide for these moving expenses by providing services in kind.

11. INSURANCE AND GOVERNMENTAL IMMUNITY. Each party shall maintain casualty and liability insurance coverage relative to its operation and activities, including coverage for its exclusive space and the furniture, fixtures and equipment therein. Additionally, MOFFAT shall insure all contents of the common areas. Each of the parties hereto is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S § 24-10-101, *et seq.*, as amended [hereinafter, the "ACT"], and shall at all times during the term of this Operating Agreement or any extension thereof, maintain such liability insurance, by commercial policy or self insurance, as is necessary to meet such party's liability under the ACT. Either party shall show proof of such insurance upon request of the other.

Defense of third party claims, including employment claims, shall be the responsibility of the party whose alleged actions or omissions gave rise to the claim.

12. NOTICES. Any notices hereunder shall be considered sufficiently given if delivered personally or mailed by first class mail, postage prepaid, and addressed as follows:

- A. If to the Colorado State Patrol: 700 Kipling Street, Denver, CO 80215;

- B. If to Moffat County, County Commissioners: 221 West Victory Way, Craig, CO 81625; and
- C. To each other address as either party shall specify in written notice given to the other party.

13. **BINDING EFFECT.** This Operating Agreement expresses the entire understanding of the parties and supersedes any and all prior dealings and commitments with respect to the subject matter of this Operating Agreement and may not be amended except in writing signed by the CSP or MOFFAT.

14. **AUTHORITY.** The persons signing this Operating Agreement on behalf of MOFFAT and CSP represent and warrant that such parties have the required power and authority to enter into, execute, and deliver this Operating Agreement and that this Operating Agreement is valid and is a legally binding obligation for Moffat County and the State of Colorado, Colorado State Patrol.

15. EFFECTIVE DATE: MOFFAT anticipates having the PSC ready for occupancy by July 18, 2001. CSP may, with the approval of the contractor, start to occupy the PSC prior to that date. Computation of any time periods herein shall commence August 1, 2001 unless further extended in writing.

MOFFAT COUNTY, Colorado
County Commissioners

By: Marianna Raptopoulos Chairperson
Date: 5/7/01

THE STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY

By: Chief Lonnie Westphal
Date: 5-14-01

ATTEST:

Gretchen K. Shannon
deputy clerk

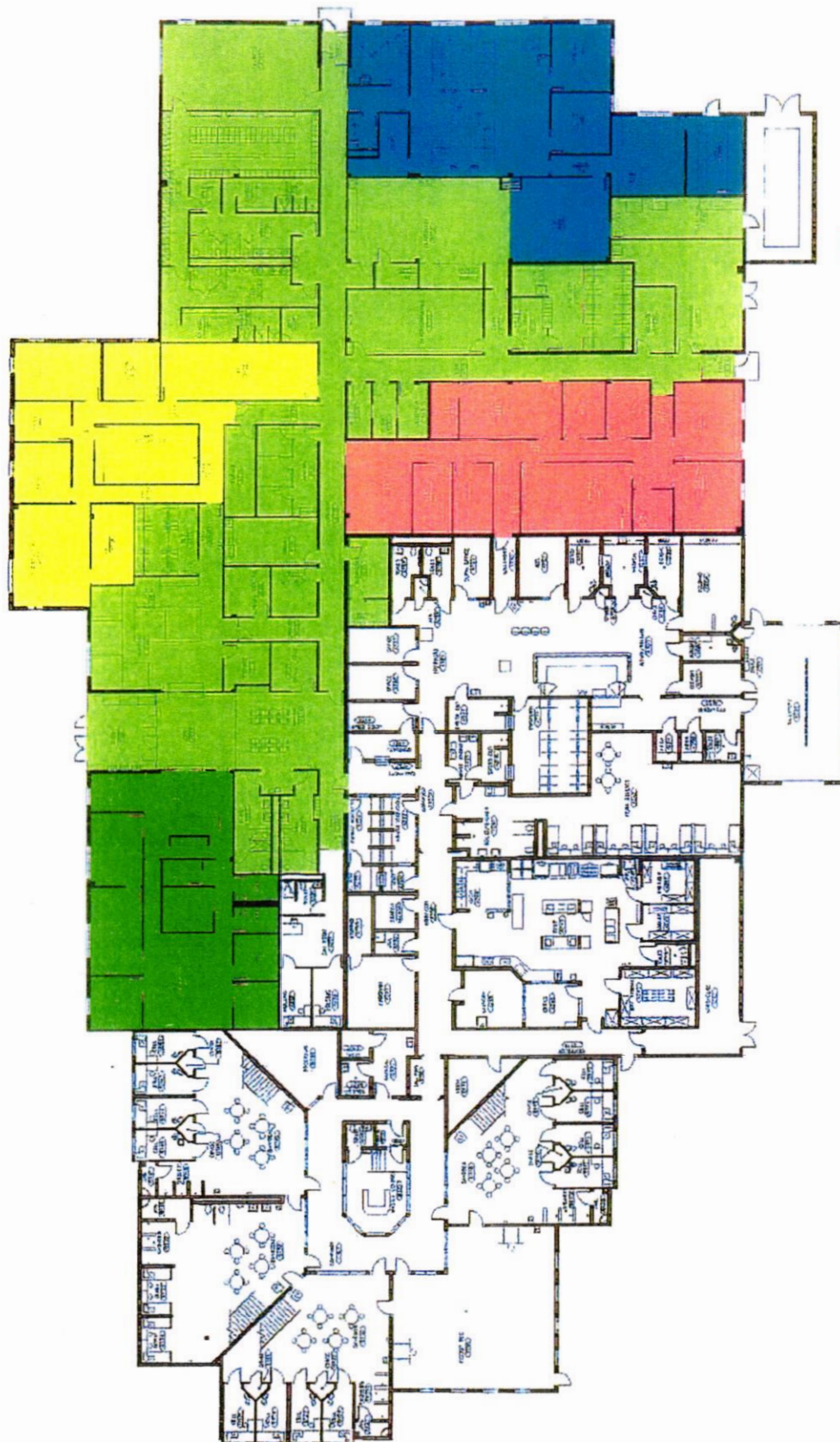


DESCRIPTION OF THE SITE

A tract of land situated in Moffat County, Colorado that is in the North one-half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section One (1), TOWNSHIP 6 NORTH, RANGE 91 WEST OF THE 6TH P.M., more particularly described as follows:

Commencing at a point on the North line of the $SW\frac{1}{4}$ of said Section 1, a distance of 650.00 feet West of the Northeast corner of the $SW\frac{1}{4}$ of said Section 1, thence South along a line parallel to the East line of the $SW\frac{1}{4}$ of said Section 1, a distance of 50.00 feet to the true point of beginning; thence South along the same line parallel to the East line of the $SW\frac{1}{4}$ of said Section 1, a distance of 1269.00 feet; thence West along a line parallel to the North line of the $SW\frac{1}{4}$ of said Section 1, a distance of 789.50 feet; thence North along a line parallel to the East line of the $SW\frac{1}{4}$ of said Section 1, a distance of 1269.00 feet; thence East along a line parallel to the North line of the $SW\frac{1}{4}$ of said Section 1, a distance of 789.50 feet to the true point of beginning.

EXHIBIT "A"



DLR Group

FLOOR PLAN
MOFFAT COUNTY PUBLIC SAFETY CENTER
MOFFAT COUNTY
MOFFAT COUNTY
SPRING, COLORADO
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STATE PATROL
COMMUNICATIONS
CITY POLICE
COUNTY SHERIFF
JAIL INTAKE/BOOKING
SHARED AREAS

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EXHIBIT "B"