

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, June 24, 2025

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) June 10 (pgs 3-6); June 16 – Special meeting (pg 7)

Resolutions:

- b) 2025-55: Amended Fee Schedule (pgs 8 & 9)
- c) 2025-58: Payroll (pg 10)
- d) 2025-60: A/P (pg 11)
- e) 2025-61: P-cards (pg 12)

Contracts & Reports:

- f) Treasurer's Report (pgs 13 & 14)
- g) Department of Human Services/CO Division of Economic & Workforce Support – contract for Equifax verification support (pgs 15-42)
- h) Department of Human Services/Connections 4 Kids – Love & Logic Program CORE Contract (pgs 43-46)
- i) Craig/Moffat County Airport/Department of Transportation Reimbursement Agreement (pgs 47-55)
- j) Fairgrounds Livestock Watering System contract w/CRC (pgs 56-63)
- k) Airport Infrastructure Grant (pgs 64-99)
- l) Fair Entertainment contract - Tris Munsick & The Innocents (pgs 100-103)
- m) Ratify: Parrotheads/Whittle the Wood Liquor License (pgs 104-108)

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:

8:45 am - Public Hearing:

- 1) Clerk & Records Office - Stacy Morgan
 - Balloon Fest Liquor License (pgs 109-113)



1:32 PM6/23/2025

- 2) Planning & Zoning – Candace Miller
- Shimizu Minor Subdivision S-25-03- Final (pgs 114-116)

Staff Reports:

- 3) Office of Development Services – Candace Miller
- Events Center Architecture and Engineering contract (pgs 117-208)
- 4) Sheriff's Office – KC Hume
- Resolution 2025-59: Sheriff Hume Retirement /Vacancy Appointment - Office of Sheriff (pg 209)

Adjournment

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

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/rfo2TN-iW1M>

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



1:32 PM6/23/2025

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

June 10, 2025

In attendance: Melody Villard, Chair; Donald Broom, Vice-Chair; Tony Bohrer, Board Member; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Jon Miller; Chris Nichols; Jeff Comstock; Tracy Winder; Karen Stillion; John Williams; Ryan Dennison; Stacy Morgan; Heidi Rogers; Alison White; Kyler Scott; Steve Hinkemeyer; Alisha Brown; Susan Robertson; Tom Kleinschnitz

Call to Order
Pledge of Allegiance

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) May 27

Resolutions:

- b) 2025-56: Payroll
- c) 2025-57: A/P

Contracts & Reports:

- d) Road & Bridge Department Skid Steer contract
- e) Freeman Reservoir Annual Operating Plan
- f) Freeman Reservoir Annual Offset Agreement
- g) Department of Human Services Core Services contract FY 25-26:
 - Porch Light Health

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

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

Public Comment:

Tracy Winder and John Williams came up before the BCC and read statements regarding new Federal voting Executive Orders and their opposition to hiring a new vendor for Elections materials. They believe there should only be in-person, on the date of voting, no electronics or mail-in ballots. Winder also read a statement from Carol Haskins.

Karen Stillion, with CASA (Court Appointed Special Advocates for children) invited the BCC to a dinner that is being held on July 26 at a board member's house. Area legislators have been invited, too. Of the three regions in the 14th Judicial District, Moffat County has the most clients in this program.

Alisha Brown spoke to oppose the installation of a replacement/taller Union cell tower off east 9th Street. The Browns are building a new house (on a hill) approximately 700' east of the tower location and feel that the proximity and height of the tower would be detrimental. The existing temporary tower has been in place since 2013. The application for the new tower had been approved in public hearing(s) at the May 6th Planning & Zoning Commission meeting and the May 13th BCC meeting, with no public comment/opposition. Due to addressing issues, the Browns never received a notice about the public hearings. They would like Union to change the location of the tower and would appreciate the support of the BCC in that. Union has been contacted and we are waiting for answers from them.

Susan Robertson, Brown's mother, commented that she had moved to Craig and bought a house on east 9th Street just to be close to her daughter and grandchildren and also feels that the tower site should be relocated.

Ryan Dennison, City of Craig Parks & Rec Director, informed the BCC about the Craig Sports Complex community meetings, scheduled for June 23 & 24. The purpose of these meetings is to get community input on various elements of the proposed Craig Sports Complex project. The City is hoping to replace the aging swimming pool complex at City Park with an indoor Aquatics Center (along with two gymnasiums), to be located at the Woodbury Park Sports Complex. Dennison encouraged the BCC to attend one of the meetings.

General Discussion:

Commissioner Bohrer attended the Colorado Counties, Inc summer conference last week. At the conference, Mesa County revealed that they had done an audit regarding the costs of unfunded state government mandates. The study showed that the mandates cost Mesa County \$7 million dollars. Bohrer commented that he realized that Moffat County's mandates would not be that large, but feels that Moffat County should still do their own audit to see where we sit. Mesa County would like to form a coalition to push back on these mandates and let the state know that the counties can't afford it.

Commissioner Villard announced employee anniversaries:

Tim Dilldine – Road & Bridge Department – 41 years
 Chip McIntyre – Sheriff's Office – 11 years
 Mary Burnett – Senior Housing - 11 years
 Ashley Joyce – Department of Human Services - 5 years
 Dale Clerk – Road & Bridge Department – 38 years
 Debbie Winder – Clerk & Records Office – 29 years
 Mike Mercer – Wildland Fire Crew - 19 years
 Kristin Grajeda – Department of Human Services – 18 years
 Karen Gray – Treasurer's Office – 13 years
 Tara Wojtkiewicz – Youth Services – 17 years

Staff Reports:

Clerk & Recorder's Office – Elections – Stacy Morgan & Heidi Rogers
 - Bid recommendation for Elections Vendor (see attached)

Three bids were received for the 2025 Coordinated Election Ballot Printing & Mailing Services.

Blue Crest (this vendor was ruled out because they could not provide the services the Election Department requires at this time).

ProVote Solutions	\$19,399.20
KP Election Services	\$17,887.00

Rogers recommended awarding the bid for the 2025 Coordinated Election Ballot Printing & Mailing Services to KP Election Services, not only for their lower bid price, but for the fact that they focus their business on smaller counties and cities and have very good recommendations from other counties and cities across our state. Rogers also pointed out that postage costs are due to increase in July.

There was some discussion about Executive Orders related to the voting process and what we had to go through for the 2024 General Election.

Bohrer moved to approve the bid from KP Election Services for \$17,887.00 for 2025 Coordinated Election Ballot Printing & Mailing Services. Broom seconded the motion. Motion carried 3-0.

Land Use Board - Steve Hinkemeyer & Natural Resources Department – Jeff Comstock

- Request adoption of updated Land Use Plan (see attached)

Hinkemeyer, chair of the Land Use Board, presented the updated Land Use Plan to the BCC and explained the history of the Plan and what was recently changed and/or added to it.

Comstock expressed appreciation for how much time the Land Use Board (and particularly Hinkemeyer) put into the revisions to the Plan.

Broom moved to approve the updated Moffat County Land Use Plan. Bohrer seconded the motion. Motion carried 3-0.

Fairgrounds – Kyler Scott

- Bid recommendation for Fairgrounds Livestock Watering System (see attached)

Five bids were received for replacement of the Livestock Watering System at the Fairgrounds:

CRC	\$44,233
Anson Excavating	\$66,000
High Country Excavating	\$64,869
X Field Services	\$55,300
Fones	\$75,200

Scott recommended awarding the bid to CRC for \$44,233. The budgeted amount for this project was \$60,000.

Bohrer moved to approve awarding the bid for the Fairgrounds Livestock Watering System to CRC for \$44,233. Broom seconded the motion. Motion carried 3-0.

Bohrer also moved to approve the contract with CRC for the Fairgrounds Livestock Watering System for \$44,233. Broom seconded the motion. Motion carried 3-0.

Presentation:

Craig Skatepark Alliance (CSA) – Jon Miller
 Skatepark project presentation (see attached)

Miller presented a draft proposal to the BCC for a Memo of Understanding with Moffat County for Public Skatepark Development at Loudy-Simpson Park. In order for CSA to pursue any type of fundraising and/or grant acquisition opportunities, it's vital that they have "dirt" to tie the project to. Loudy-Simpson Park is a great location for the skatepark due to the existing infrastructure and not being too close to residential areas (for the noise factor). Not only would this be a amazing feature for locals to use, but can potentially draw in visitors.

Bohrer stated that as soon as the new County Attorney is on board, it would be a good idea to have a workshop to begin developing the Memo of Understanding and then get it on an upcoming agenda for approval.

Meeting adjourned at 9:33 am

The next scheduled Board of County Commissioners meeting is Tuesday, June 24, 2025

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

June 16, 2025 – Special Meeting

In attendance: Melody Villard, Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton (ZOOM)

Call to Order

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

Commissioner Bohrer was absent

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 (see attached)

Tipton presented the Revised 8th Amendment to Operating Agreement between Moffat County and State of Colorado Department of Public Safety/CO State Patrol (CSP) for the Moffat County Public Safety Center. The total payment by CSP for building use including its fair share of utilities, routine maintenance and operating supplies and the maintenance and repair fund shall be \$8.92/square foot for a total of \$81,395.19 per year for two consecutive years beginning in 1/1/26. The total annual payment shall be due in January of each year.

Broom moved to approve the Revised 8th Amendment to Operating Agreement between Moffat County and State of Colorado Department of Public Safety/CO State Patrol (CSP) for the Moffat County Public Safety Center in the amount of \$81,395.19. Motion carried 2-0.

Meeting adjourned at 9:04 am

The next scheduled BOCC meeting is Tuesday, June 24, 2025, 8:30 am

Submitted by:
Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2025-55

A RESOLUTION AMENDING RESOLUTION 2010-18 (and subsequent amendments) ESTABLISHING FEES AND RATES

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.

WHEREAS, the Board of County Commissioners deems it advisable to adopt existing fees set by earlier ordinances and resolutions in one general fee resolution; and

WHEREAS, the Board of County Commissioners has determined that the fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged.

NOW, THEREFORE, BE IT RESOLVED by the Moffat County Board of County Commissioners as follows:

1. That the fees set forth in Exhibit "A" attached hereto and made a part hereof, be in force and effect in all matters relating to fees beginning the 1st day of July 2025.
2. That any resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

Adopted this 24th day of June, 2025.

Melody Villard
Chair, Board of County Commissioners

State of Colorado)
)§
County of Moffat)

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

Witness my hand and the seal of said County this 24th day of June, 2025.

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

**MOFFAT COUNTY
FEE SCHEDULE**

RESOLUTION NO. 2025-55

EXHIBIT “A”

AMENDED: June 24, 2025

ASSESSOR

Copies	\$0.25/page
Assessor Maps & Plats: (Letter or Legal Size)	\$2.00 each
From Plotter – Line Drawing	\$5.00 each
Aerial Photos	\$10.00 each
County Road Maps	\$3.00 each
Copies of Sales Catalog	\$1.00/page
Data Downloads /Email (small files)	\$.10 kb
Shape File (all)	\$10.00 min/\$400.00 max
Mineral Book Scans	\$100.00/book
Full Tax Roll	\$750.00
Characteristic File - All	\$900.00
Ag Book Scans on Digital Media	\$25.00/book
	\$275.00/all

CLERK AND RECORDER

Recording Fees	\$43.00/flat fee per document recorded
Copies	\$0.25 per page
Copy of Plat Maps	\$5.00 per page
On-line Web Searching	\$25.00/24 hrs or \$350.00/month plus \$0.25/download or printed copy
Fax or Email Documents	\$3.00 plus \$0.25/page
Certified Document	\$1.00 additional
Documentary Fees (Warranty & Quit Claim Deeds)	\$0.10 per \$1,000
Mining Claims	\$43.00/flat fee per document recorded
Subdivision Map	\$43.00/flat fee per plat recorded
Survey Plat Map	\$40.00/flat fee per plat recorded
Motor Vehicle Title Fee	\$7.20
Duplicate Title	\$8.20
Temporary Permit	\$7.67
Auto Plate Replacement	\$12.01
Trailer Plate Replacement	\$8.32
Copy of Registration	\$4.00
Tab Replacement (month) (year) (month & year)	\$.45/month \$4.48/yr \$4.93/yr & month
Postage to mail plate	\$5.00
Laminating Fee	\$1.00
Issue Marriage License	\$30.00
Certified Copy of Marriage License	\$3.00
Voter ID Card	\$2.00
Voter Registration Mail Labels	\$0.01 per name & \$25.00 set-up fee

RESOLUTION 2025-58
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 6/7/2025

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 6/20/2025

FROM FUND:

General	0010.7000	\$289,411.94	cr
Road & Bridge	0020.7000	\$183,907.36	cr
Landfill	0070.7000	\$16,607.01	cr
Airport	0120.7000	\$415.20	cr
Library	0130.7001	\$12,353.31	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,489.60	cr
Mo Co Tourism	0320.7000	\$3,691.02	cr
PSC Jail	0072.7000	\$82,636.13	cr
Human Services	0030.7100	\$76,053.84	cr
Public Health	0065.7000	\$14,695.78	cr
SM I	0168.7000	\$4,466.70	cr
SM II	0169.7000	\$5,126.31	cr

TO FUND:

Warrant	0100.1000	\$696,854.20	dr
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Adopted this 24th day of June, A.D. 2025

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 2025-60
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2025

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:	6/24/2025		
General	110	<u>\$189,714.86</u>	CR	0010.7000
Road & Bridge	200	<u>\$488,264.10</u>	CR	0020.7000
Landfill	240	<u>\$21,778.88</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270		CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$3,234.82</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>\$99,045.74</u>	CR	0080.7000
Senior Citizens	215	<u>\$544.68</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210	<u>\$40,376.82</u>	CR	0072.7000
Human Sevices	220	<u>\$9,124.91</u>	CR	0030.7100
Public Health	250	<u>\$3,213.30</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$10,806.63</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$15,323.43</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>\$337.08</u>	CR	0171.7000
ACET	275	<u>\$90.00</u>	CR	0040.7000
Shadow Mountain LID	530	<u>\$48.62</u>	CR	0110.7000
MC Local Marketing District	231	<u>\$93,012.37</u>	CR	0050.7000
To Fund Warrant		<u>\$974,916.24</u>	DR	

Adopted this 24th day of June, 2025

Chairman

RESOLUTION 2025-61
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2025

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:	6/24/2025		
General	110	<u>\$33,295.75</u>	CR	0010.7000
Road & Bridge	200	<u>\$4,232.31</u>	CR	0020.7000
Landfill	240	<u>\$159.96</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$997.20</u>	CR	0350.7000
Capital Projects	510	<u>\$6,084.32</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$1,267.83</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>\$34.37</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,665.22</u>	CR	0170.7000
Internal Service Fund	710	<u>\$909.41</u>	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$817.53</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$7,061.22</u>	CR	0320.7000
PSC - JAIL	210	<u>\$3,938.04</u>	CR	0072.7000
Human Sevices	220	<u>\$3,609.46</u>	CR	0030.7100
Public Health	250	<u>\$18,021.48</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$3,648.10</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$3,417.45</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$1,822.44</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund Warrant		<u>\$90,982.09</u>	DR	

Adopted this 24th day of June, 2025

Chairman

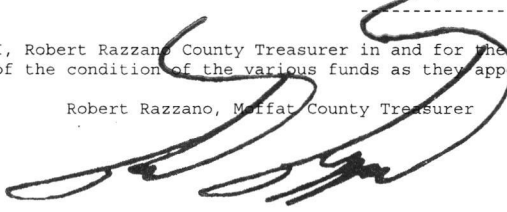
MONTHLY REPORT OF MOFFAT COUNTY TREASURER
APRIL 31, 2025 THRU MAY 30, 2025

FUND	REVENUES-----					DISBURSEMENTS-----				ENDING BALANCE
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	33,615,906.96	419,070.90	665,610.92	16.05		2,840.00		-38,008.39	-2,278,490.50	32,386,945.94
ROAD & BRIDGE FUND	10,484,339.08		547,769.45		68,533.10			-3,493.63	-518,427.89	10,578,720.11
DEPARTMENT OF HUMAN SERVICES	1,536,832.91	23,965.25	203,881.97	.92					-164,682.08	1,599,998.97
ACET	333,503.33								-3,513.75	329,989.58
MOFFAT COUNTY LOC MRKT DIST	473,922.86		42,178.59						-34,929.41	481,172.04
CONSERVATION TRUST FUND	156,913.57		485.00					-4.85		157,393.72
MOFFAT COUNTY PUBLIC HEALTH	1,155,519.24	6,761.63	16,109.65	.26					-50,559.88	1,127,830.90
LANDFILL	1,765,439.26		73,226.64					-677.70	-50,992.16	1,786,996.04
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	2,250,426.48		136,663.63			1,262,812.00			-245,288.47	3,404,613.64
COUNTY HEALTH & WELFARE	3,107,730.72		502,843.34						-887,991.14	2,722,582.92
MEMORIAL REGIONAL HEALTH	375,496.98	64,192.64		2.46			-375,496.98			64,195.10
WARRANT FUND - COUNTY	7,391.23					3,096,779.39	-2,627,401.92			476,768.70
SHADOW MTN LOCAL IMPROVE DIST	193,663.49		2,995.02						-9,312.46	187,346.05
AIRPORT FUND	350,582.37		16,003.51					-148.34	-14,702.82	351,734.72
PUBLIC LIBRARY	630,454.30		8,405.83				-29.79	-84.06	-32,361.42	606,384.86
COLO NORTHWEST COMM COLLEGE	384,909.49	64,216.17	322.39	2.48	8,554.24		-384,909.49	-642.18		72,453.10
M C SCHOOLS RE#1 - GENERAL	3,932,092.20	646,182.05	12,175.96	23.69	104,686.11		-4,550,667.92	-1,615.97		142,876.12
CAPITAL PROJECTS FUND	2,530,408.78		8,660.11							2,539,068.89
PUBLIC SAFETY CENTER - CAP PROJ	562.78		.99							563.77
NC TELECOM ESCROW ACCOUNT	253,145.54		782.45						-1,635.06	252,292.93
SUNSET #1 SECURITY DEPOSIT	20,967.43		10.00							20,977.43
SUNSET MEADOWS #1	927,201.05		45,336.91						-27,319.30	945,218.66
SUNSET MEADOWS #2	20,594.38		44,027.66						-29,703.45	34,918.59
SENIOR CITIZENS CENTER - 15	419,238.99		5,350.84						-19,100.73	405,489.10
SUNSET #2 SECURITY DEPOSIT	19,116.48		10.00			50.00				19,176.48
COURTHOUSE LEASE PURCHASE FUND	0.00					30,375.00			-30,375.00	0.00
SCHOOLS RE#1 - BOND	816,953.86	139,661.26		5.36			-816,953.86			139,666.62
CITY OF CRAIG	341,478.50	91,017.96			9,166.51		-341,478.50	-1,820.09		98,364.38
TOWN OF DINOSAUR	3,851.75	1,071.61			144.88		-3,851.75	-21.43		1,195.06
CAPITAL FUND - CITY OF CRAIG	37,195.78	10,710.52			1,078.67		-37,195.78	-214.18		11,575.01
ARTESIA FIRE PROTECTION DISTRICT	12,445.02	2,914.20		.95	224.82		-12,445.02	-145.72		2,994.25
CRAIG RURAL FIRE PROTECTION DIST	225,826.20	47,152.62		.72	6,470.16		-225,826.20	-2,357.42		51,266.08
MAYBELL IRRIGATION	19,467.74				145.35					19,613.09
MAYBELL SANITATION	193,268.57		2,043.37					-20.43	-1,827.28	193,464.23
COLO. RIVER WATER CONSERVATION	61,223.03	10,723.57	53.84	.40	1,428.08		-61,223.03	-536.16		11,669.73
YELLOW JACKET CONSERVANCY DIST.	470.70	42.09			43.28		-470.70	-2.10		83.27
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	2,811.28	646.24					-2,811.28	-32.31		613.93
MOFFAT COUNTY TOURISM -LODGING 19	174,355.61		538.92						-10,482.33	164,412.20
INTERNAL SER FUND-CENTRAL-DUP	98,313.07		912.58						-641.80	98,583.85
JUNIPER WATER CONSERVANCY DIST.	39,445.57		52.82					-.53		39,497.86
HIGH SAVERY WATER DISTRICT	4,543.00		1,375.00				-4,543.00			1,375.00
UPPER YAMPA WATER CONSERVANCY	60,026.35	10,401.52		.18	1,921.60		-60,026.35	-520.09		11,803.21
911 FUND	828,903.84		21,666.89						-10,894.46	839,676.27
ADVANCE TAXES - REAL ESTATE	643.64									643.64
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	656,565.45		378,607.55				-456,169.74			579,003.26
CHECK CHANGE ACCOUNT	0.00		316.40				-316.40			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		13,145.49				-13,145.49			0.00
PAYROLL EFT TAX PAYMENTS	0.00		304,092.70				-304,092.70			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		202,396.80				-202,396.80			0.00
COUNTY SALES & LEASES	552.03		540.59							1,092.62
MOTOR VEHICLE REGIST.	5,733.63		5,961.86							11,695.49
2023 TREASURERS TAX DEED	590.99		5,795.15							6,386.14

2017 TREASURERS TAX DEED	240.98		3,436.24				-3,436.24			240.98
2010 TREASURER'S TAX DEED	6,384.36									6,384.36
2024 TREASURER DEED'S	7,937.10		100.00				-13.00			8,024.10
GRAND TOTALS	68,763,587.95	1,538,730.23	3,273,887.06	53.47	202,396.80	4,392,856.39	-10,484,901.94	-50,345.58	-4,423,231.39	63,213,032.99

I, Robert Razzano County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 30th day of May, 2025.

Robert Razzano, Moffat County Treasurer



Examined by Board of the Moffat County Commissioner

Melody Villard
Chairperson

Tony Bohrer

Donald Broom

Contract Amendment #4

Signature and Cover Page

State Agency

Colorado Department of Human Services
Office of Economic Security
Division of Economic and Workforce Support

Contractor

Moffat County

Current Contract Maximum Amount**Initial Term**

State Fiscal Year 2022 \$1,610.34

Extension Terms

State Fiscal Year 2023 \$2,458.77

State Fiscal Year 2024 \$8,261.38

State Fiscal Year 2025 \$6,403.75

State Fiscal Year 2026 \$7,231.06

Total for All State Fiscal Years \$25,965.30

Original Contract Number

21 IHGA 168845

Amendment Contract Number

26 IHGA 197912

Contract Performance Beginning Date

June 01, 2021

Current Contract Expiration Date

June 30, 2026

Signature page begins on next page.

The Parties Hereto Have Executed This Amendment

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

Contractor
Moffat County

State of Colorado
Jared S. Polis, Governor
Colorado Department of Human Services
Michelle Barnes, Executive Director

By: Melody Villard, Chair

By: Barry J. Pardus, Deputy Director,
Office of Economic Security

Date: _____

Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: _____

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 01, 2025, and shall terminate on the termination of the Contract.

4. Purpose

The State entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services (“EVS”), for use of The Work Number. The State and the County entered into a Contract that allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number. This Amendment adds an additional term and modifies the Contract Maximums Amount.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. **Exhibit A-3 - Statement of Work** is modified by the addition of **Exhibit A-4 - Statement of Work**, attached and incorporated herein.
- D. **Exhibit C-3 - Amendment 15 - 25 IHGA 191309** is modified by the addition of **Exhibit C-4 - Amendment 16 - 26 IHGA 197707**, attached and incorporated herein.

6. Limits Of Effect and Order of Precedence

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

Exhibit A-4 - Statement of Work

A. Background

For purposes of this Exhibit A-4, Contractor may also be referred to as “County.” The State has entered into a contract (Exhibit B - Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment (Exhibit C-4- Amendment 16 - 26 IHGA 197707) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

B. Payment

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County's proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of July 1, 2025 to June 30, 2026, is \$12,375,000.00, which is based upon an estimated 825,000 income verification requests at approximately \$15.00 per income verification request. County's responsibility for its share of any deficiency or overage survives termination of this Contract or the Work Number Agreement.

The State's (including participating counties) contracted minimum volume is 825,000 income verifications at a rate of \$15.00/verification with \$2,000,000 credit from Equifax. This brings the effective rate of the contract to approximately \$15.00/verification and a contract total of \$12,375,000.00

If the State's aggregate volume exceeds 825,000 income verifications, the rate is adjusted to approximately \$19.50/verification.

A \$2,000,000 annual credit will be applied as an equal monthly credit of \$166,666.67 to the statewide billing statement, effectively reducing participating county rates accordingly.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

$$\begin{aligned} & [\text{County's Minimum Usage}] / [\text{Total Participating counties' Previous Usage}] = \\ & \text{County Percentage} \\ & [\text{County Percentage}] \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County} \\ & \text{Financial Obligation} \end{aligned}$$

IF County's Actual Annual Payment is less than County's Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

$$\begin{aligned} & [\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total} \\ & \text{Deficiency} \\ & [\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County} \\ & \text{Deficiency} \\ & [\text{County Deficiency}] / [\text{Total counties' Deficiency}] = \text{Deficient County} \\ & \text{Percentage} \\ & [\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County} \\ & \text{Payment to State} \end{aligned}$$

This table represents each county's financial obligation:

Participating County and Participating Entity Allocation Chart						
July 1, 2025 - June 20, 2026						
Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Credit	Minimum Annual Total Financial Obligation
Adams	75,500	\$15.00	\$1,132,500	\$0.00	\$183,030.30	\$949,469.70
Alamosa	2,901		\$43,515		\$7,032.73	\$36,482.27
Arapahoe	90,000		\$1,350,000		\$218,181.82	\$1,131,818.18
Archuleta	48		\$720		\$116.36	\$603.64
Baca	48		\$720		\$116.36	\$603.64
Bent	565		\$8,475		\$1,369.70	\$7,105.30
Boulder	24,000		\$360,000		\$58,181.82	\$301,818.18
Broomfield	7,582		\$113,730		\$18,380.61	\$95,349.39
Cheyenne	48		\$720		\$116.36	\$603.64
Clear Creek	188		\$2,820		\$455.76	\$2,364.24
Conejos	565		\$8,475		\$1,369.70	\$7,105.30
Crowley	848		\$12,720		\$2,055.76	\$10,664.24
Delta	3,626		\$54,390		\$8,790.30	\$45,599.70
Denver	150,000		\$2,250,000		\$363,636.36	\$1,886,363.64
Douglas	9,273		\$139,095		\$22,480	\$116,615.00
Eagle	5,575		\$83,625		\$13,515.15	\$70,109.85
El Paso	16,600		\$249,000		\$40,242.42	\$208,757.58
Elbert	659		\$9,885		\$1,597.58	\$8,287.42
Fremont	7,760		\$116,400		\$18,812.12	\$97,587.88
Garfield	3,051		\$45,765		\$7,396.36	\$38,368.64
Gilpin	48		\$720		\$116.36	\$603.64
Grand / Jackson	424		\$6,360		\$1,027.88	\$5,332.12
Huerfano	424		\$6,360		\$1,027.88	\$5,332.12
Jefferson	54,000		\$810,000		\$130,909.09	\$679,090.91
Kiowa	48		\$720		\$116.36	\$603.64
Kit Carson	1,224		\$18,360		\$2,967.27	\$15,392.73
Larimer	35,000		\$525,000		\$84,848.48	\$440,151.52
Las Animas	3,108		\$46,620		\$7,534.55	\$39,085.45
Lincoln	300		\$4,500		\$727.27	\$3,772.73
Mesa	27,000		\$405,000		\$65,454.55	\$339,545.45
Moffat	575		\$8,625		\$1,393.94	\$7,231.06
Montezuma	11,113		\$166,695		\$26,940.61	\$139,754.39
Morgan	5,912		\$88,680		\$14,332.12	\$74,511.36
Park	377		\$5,655		\$913.94	\$4,741.06
Pitkin	989		\$14,835		\$2,397.58	\$12,437.42
Prowers	5,925		\$88,875		\$14,363.64	\$74,511.36
Pueblo	28,090		\$421,350		\$68,096.97	\$353,253.03

Rio Grande / Mineral	3,934		\$59,010		\$9,536.97	\$49,473.03
Routt	825		\$12,375		\$2,000	\$10,375.00
San Miguel / Ouray	48		\$720		\$116.36	\$603.64
Summit	669		\$10,035		\$1,621.82	\$8,413.18
Teller	800		\$12,000		\$1,939.39	\$10,060.61
Washington	141		\$2,115		\$341.82	\$1,773.18
Weld	40,000		\$600,000		\$96,969.70	\$503,030.30
Yuma	200		\$3,000		\$484.85	\$2,515.15
CDHS SNAP QA	989		\$14,835		\$2,397.58	\$12,437.42
HCPF	204,000		\$3,060,000		\$494,545.45	\$2,565,454.55
Total	825,000	\$15.00	\$12,375,000	\$0.00	\$2,000,000	\$10,375,000.00

Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.
2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments

to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.

3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.
4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.
5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.
6. County hereby grants the State authority to do the following:
 - a. Extend until June 30, 2026 the State's agreement with TALX corporation; and
 - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

Exhibit C-4

AMENDMENT 16 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 16 is entered into by and between **Equifax Workforce Solutions LLC**, a provider of **Equifax Verification Services** (“EWS” or “EVS”) and **The State of Colorado, Colorado Department of Human Services** (“CDHS” or “Agency”) jointly “the Parties,” with reference to the following:

WHEREAS, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the “**Agreement**”); and

WHEREAS, the Parties made effective the Schedule A - The Work Number® Express Social Service on October 19, 2016 (the “**Schedule A**”); and

WHEREAS, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the “**Successive Term Schedule A**”); and

WHEREAS, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the “**Temporary Extension Period**”) while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, CDHS exercised its second optional renewal term (as permitted in Section II of the Successive Term Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 (“**Amendment 1**”); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 2 to Schedule A made effective by the parties on April 15, 2019, to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the “**Second Temporary Extension Period; Amendment 2**”) while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 3 to Schedule A made effective by the parties on June 6, 2019, to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the **“Third Temporary Extension Period; Amendment 3”**) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 4 to Schedule A made effective by the parties on August 18, 2019, to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the **“Fourth Temporary Extension Period; Amendment 4”**) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 5 to Schedule A made effective by the parties on October 31, 2019, to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (**“Amendment 5”**); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 6 to Schedule A made effective by the parties on October 28, 2020, in order to provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the **“Fifth Temporary Extension Period; Amendment 6”**); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 7 to Schedule A made effective by the parties on November 30, 2020, in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the **“Sixth Temporary Extension Period; Amendment 7”**); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 8 to Schedule A made effective by the parties on March 25, 2021, in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 - May 31, 2021 (the **“Seventh Temporary Extension Period; Amendment 8”**); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 9 to the Universal Membership Agreement and Schedule A made effective by the parties on May 28, 2021, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 - May 31, 2022 and add a new Scope of Work to allow Colorado government entities, **“Participating Entities”**, in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement (the **“Third Successive Schedule A; Amendment 9”**); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 10 to the Universal Membership Agreement and Schedule A made effective by the parties on June 8, 2021, in order to add a new Section to the Scope of Work to Schedule A for Participating Entities only regarding Web Services and to allow HCPF a Pilot Period (**“Amendment 10”**); and

WHEREAS, the Parties subsequently amended the Agreement, by means of that certain Amendment 11 to the Universal Membership Agreement made effective by the parties on May 31, 2022, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2022 - May 31, 2023 and to add access to the system by Batch (the **“Fourth Successive Schedule A; Amendment 11”**); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 12 to the Universal Membership Agreement made effective by the parties on October 17, 2022, in order to revise the Scope of Work to Schedule A for Employment and Income Verification

(VOE/VOI) Database and Web Services and to reflect EWS' name change (**"Amendment 12"**); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A in order to provide the verification of employment and income services for one (1) additional month from June 1, 2023 - June 30, 2023 (the **"Eighth Temporary Extension Period"**; **"Amendment 13"**); and

WHEREAS, the Parties subsequently amended the Agreement by replacing the Successive Term Schedule A with that certain Schedule A, effective as of July 1, 2023, in order to provide the verification of employment and income services for one (1) additional year from July 1, 2023 - June 30, 2024 (the **"Second Successive Schedule A"**; **"Amendment 14"**); and

WHEREAS, the Parties subsequently amended the Agreement by replacing the Successive Term Schedule A with that certain Schedule A, effective as of July 1, 2024, in order to provide the verification of employment and income services for one (1) additional year from July 1, 2024 - June 30, 2025 (the **"Second Successive Schedule A"**; **"Amendment 15"**); and

WHEREAS, the Parties desire to amend the Agreement and the Second Successive Schedule A in order to provide the verification of employment and income services for 1 (one) additional year from July 1, 2025 - June 30, 2026. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 16, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

NOW, THEREFORE, upon Colorado State Controller signature, and effective on July 1, 2025, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 16 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

A. CDHS hereby exercises a one (1) year extension beginning July 1, 2025, and ending on June 30, 2026.

- B. The Second Successive Schedule A shall be deleted in its entirety and replaced in full with the attached and revised Schedule A with its Schedules, Exhibits, Appendices, and Attachments, attached hereto as Schedule A. The Schedule A replacement shall be effective as of July 1, 2025. The SOW and Exhibit 1-A to the Universal Membership Agreement for the “Participation Agreement for Participating Entity” from Amendment 9 dated May 28, 2021, shall explicitly continue to be attached to the Agreement and the Schedule A to be effective as of July 1, 2025.
- C. New Section 17 (Appropriation) shall be added to the Universal Membership Agreement Effective August 27, 2015:

17. Appropriation. In the event insufficient funds are appropriated, or funds are modified or deallocated, beyond Agency's control for any current or future fiscal year under this Agreement, Agency shall promptly notify EVS of such lack of appropriation. As a result of such a change in funding, the parties shall timely work to modify, suspend, or terminate this Agreement as circumstance and funding dictates then memorialize these changes in a mutually agreed upon and executed amendment. Such modifications shall account for partial payments, if possible, for all or part of Services received up until the point of effectivity for the appropriation change

IN WITNESS WHEREOF, the Parties have executed this 16TH Amendment through their duly authorized representatives.

STATE OF COLORADO

Jared Polis, GOVERNOR

Colorado Department of Human Services

Michelle Barnes, Executive Director

**Equifax Workforce Solutions LLC,
provider of Equifax Verification
Services**

By
(signature): _____
Name
(print): _____
Title: _____
Date: _____

By
(signature): _____
Name
(print): _____
Title: _____
Date: _____

This Amendment 16 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

**COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER**

By (signature): _____

Name/Title: (print): _____

Date: _____

SCHEDULE A
TO THE UNIVERSAL MEMBERSHIP AGREEMENT
EQUIFAX VERIFICATION SERVICES

“Agency”:	The State of Colorado, Colorado Department of Human Services
“Effective Date” of this Schedule A:	July 1, 2025
Industry Type:	Government
“Agreement”:	<i>Universal Membership Agreement</i>
Agreement effective date:	August 26, 2015

Agency may request various Services from EVS (i) during the term of the Agreement, (ii) in accordance with the Agreement and this Schedule A (which is part of the Agreement), and (iii) only when intended to be used for the use case described below. Some Services have additional terms and conditions which are referenced in Schedule A-1. Agency will pay EVS for the Services pursuant to the terms of Schedule A-2. Unless otherwise defined in this Schedule A, all defined terms used herein shall have the meaning ascribed to them in the Agreement. This Schedule A, including all attachments hereto, specifically supersedes and replaces any Schedules, Statements of Work, and other product or pricing agreements between the parties that predate this Schedule A and which relate to the Service(s) selected below in this Schedule A, even if the prior agreements contain an “entire agreement” or “merger” clause, and any such Schedules, Statements of Work, and other product or pricing agreements are terminated.

This Schedule shall begin on the Effective Date and continue for a period of one (1) year (“Initial Term”), unless earlier terminated as set forth in the Agreement. Upon expiration of the Initial Term, this Schedule shall automatically renew for successive one (1) year terms (each a “Renewal Term”), unless otherwise terminated in accordance with the terms of the Agreement.

1. AGENCY INFORMATION. *(Please use the physical business location address; a P.O. Box is not acceptable.)*

Agency Name:	Colorado Department of Human Services	Phone:	303-866-5700
Address:	1575 Sherman St	State:	CO
City:	Denver	Zip Code:	80203

DBA or Management Agency, if different:	
Website address:	www.colorado.gov/cdhs

2. MAIN CONTACT INFORMATION.

Name:	Barry Pardus	Phone / Fax:	720-333-4521
Title:	Deputy Office Director	Email:	barry.pardus@state.co.us
Supervisor:	Shelley Banker	Supervisor Phone:	

IN WITNESS WHEREOF, the parties have executed this Schedule A on the date indicated below.

Agency

**Equifax Workforce Solutions LLC, provider
of Equifax Verification Services**

By
(signature): _____
Name
(print): _____
Title: _____
Date: _____

By
(signature) _____
Name
(print): _____
Title: _____
Date: _____

SCHEDULE A-1

SERVICE DESCRIPTIONS / ADDITIONAL TERMS AND CONDITIONS

1. SERVICE DESCRIPTIONS

A. The Work Number® Services.

The Work Number® Express Social Service Verification. A Social Service verification report provided via the Service (“Verification Report”) will include, without limitation and as available, the Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.

2. ADDITIONAL TERMS AND CONDITIONS

A. Agency Representation. Agency represents that it has authorization from the Consumer authorizing Agency to verify income Data. Agency need not use any particular form of authorization for an income verification, provided the authorization is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized Agency to receive the income Data.

B. Audit. Upon request by EVS at any time, Agency shall provide Consumer authorizations to verify the Consumer’s information, including but not limited to the Consumer’s income, and Agency shall provide EVS with records as EVS may reasonably request to conduct such audit(s). Agency’s failure to fully cooperate or to produce requested consumer authorizations may result in immediate suspension of the Services until such time as Agency corrects any discrepancy revealed by such audit.

C. Compliance with Laws. Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. (“GLB”) and the implementing regulations issued thereunder and any other applicable statutes or federal laws, Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.

D. Modification of Service Description. EVS may modify this Schedule A, including pricing, on thirty (30) days’ notice to Agency. Agency may terminate the Agreement

and/or this Schedule A within thirty (30) days after such modification notice by providing written notice of termination to EVS. Absence of such termination shall constitute Agency's agreement to the modification.

E. Input Requirements.

(1) **Batch.** Agency may request the Data and Service be delivered via batch by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS's standard format and secure batch website. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement.

(2) **Online.** Agency shall request access to Data and Service by inputting the Consumer's social security number at the relevant EVS website.

F. Delivery.

(1) **Batch.** EVS will deliver monthly usage reports by county. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements above, EVS will deliver a return file of Data via the secure batch website.

(2) **Online.** The Service will be delivered online, providing automated access to requested Data.

SCHEDULE A-2

PAYMENT TERMS AND SERVICE PRICING

1. PAYMENT TERMS AND CONDITIONS.

A. **Invoices.** EVS will use commercially reasonable efforts to invoice agency within fifteen (15) days after the prior month's close. All Fees (except the one-time Setup Fee) shall apply during any Renewal Term. EVS reserves the right to increase all Fees pursuant to the terms of the Agreement. Invoices are due net thirty (30) days with one and a half (1.5%) percent interest per month applied over forty-five (45) days. Agency will be invoiced electronically through EVS's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon Agency's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written notice. If payment is made by credit card, EVS will charge the credit card each month for Transactions completed in the prior month.

Undisputed invoices outstanding over forty-five (45) days may result in loss of access to the Service. If Agency, in good faith, disputes any portion of an amount invoiced, Agency shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. All disputes must be submitted to EVS in writing within ninety (90) days from the date of the invoice for those Services. Agency waives the right to dispute any portion of the invoice that is not disputed within such ninety (90) day period.

In the event that it is determined or agreed that Agency must or will pay the disputed amount, then Agency shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by EVS at the interest rate set forth above. In the event the Parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights hereunder. For the avoidance of doubt, invoices issued which reflect a price change or pertain to fees for service description modifications that have been accepted according to the terms of this Schedule, shall be deemed correct invoices for purposes of this section.

B. **Agency Purchase Orders.** If the use of a Purchase Order ("PO") or similar ordering document is required by Agency, the following information must be provided as part of

the Agreement. Failure to include this information reflects Agency’s agreement that a PO shall not be required by Agency. Agency shall provide notice of any PO changes no less than thirty (30) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control. The PO Amount or dollar limit, if applicable, of initial PO does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified herein. The PO effective dates (as defined below) does not impact the Effective Date(s) or Term(s) specified herein.

PO Number (or similar):		PO Amount:	
PO Start Date:		PO End Date:	
PO Contact Name:		PO Contact Email:	

- C. **Taxes.** Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS’s net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

2. **SERVICE PRICING.**

A. **Third Party Fees Applicable to All Services.**

- (1) **Third Party Fee.** EVS will pass along any fees incurred by third parties to Agency, including program fees implemented by the IRS. EVS will post these third-party fees as a separate line item on the invoices.
- (2) **Technology Portal Delivery Fee.** EVS will pass along any delivery fees incurred for the use of a technology portal connection, as specified by Agency, to Agency. EVS will post these technology portal delivery fees as a separate line item on the invoices.

B. **The Work Number® Services**

Service Name		Annual Subscription Payment ¹	Annual Transactions Included in the Annual Subscription ¹
Express Social Service Verification	Internal EFX Use		
Subscription Service (Annual)	0210111385	\$12,375,000.00	825,000

Overage Charges	0210111384		\$19.50
	3 Full Months	0210112497	
	6 Full Months	0210112511	
	1 Full Year	0210112512	
	3 Full Years	0210112513	
	Purchase All	0210112514	

¹ **Participating County and Entity Allocation.** The Work Number Express Social Service Verification Annual Subscription Payment and Annual Transactions Included in the Annual Subscription shall be allocated amongst the Participating County and Participating Entities in accordance with the chart attached hereto as Exhibit 1.

C. Termination.

- 1) **Termination.** If this Amendment or Agreement is terminated by either party for any reason prior to the end of the twelve (12) month term, any remaining, unapplied portion of the Credit shall immediately expire and be of no further effect.

D. Pricing Terms

- (1) **Order Date Ranges.** The specific use and/or program shall be denoted by the Agency in each request. Agency may select which employment records to order when accessing the Service online by selecting from various “pay date” range or “Purchase all” options. Order options will include: “3 full months”, “6 full months”, “1 full year”, “3 full years”, and “Purchase all” records. Date ranges go back in full calendar months, i.e. selecting “3 full months” on January. 30, would result in all records available between October 1 and January 30. If multiple records exist in the date range option Agency selects, then each record will count as a separate Transaction.
- (2) **Annual Commitment.** Notwithstanding anything herein or the Agreement to the contrary, in the event Agency terminates this Schedule A prior to the end of the then-current term, Agency shall pay the remaining Annual Subscription Payment due under the then-current year obligation, including any overages that have been incurred, but not paid. Should the Agency cancel prior to the end of the month, that month (and any overages incurred in that month) shall be considered part of the remaining Annual Subscription Payment. The Annual Subscription Payment for the Service(s) listed above will be payable as the transactions come in. At the end of the Term, if the Agency has not met the Annual Transactions Included in the Annual Subscription as required, the difference between the Annual Subscription Payment and the amount paid and/or invoiced at that time for the Transactions made will then be due and payable.

- (3) **Transaction.** A 'Transaction' is defined by a database search which returns data in the form of a Verification Report. A 'Verification Report' is the output file returned from a database search containing various employer records. Each employer returned in a Verification Report constitutes a separate Transaction. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions. The above pricing reflects the rate for each 'successful' Transaction and is based on one single use/decision per Transaction.
- (4) **Overages.** If Agency exceeds the Annual Number of Transactions Included with the Annual Subscription Payment during any Term (Initial Term or Renewal Term), applicable Overage Charges will be charged for the remainder of the then-current Term on a per Transaction basis.
- (5) **Credit.** EVS shall apply a credit in the amount of Two Million Dollars (\$2,000,000.00) (the "Credit"), to the Annual Subscription Payment due under this Amendment 16. The Credit shall be issued in twelve (12) installments. The first installment shall be in the amount of One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Three Cents (\$166,666.67) and the next eleven (11) installments shall be in the amount of One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$166,666.67) and be reflected on a monthly basis on that month's relevant invoice. If this Amendment 16 or Agreement is terminated by either party for any reason prior to the end of the July 1, 2025 - June 30, 2026 term any remaining unapplied or uncredited portion of the Credit shall immediately expire and be of no further effect.

3. ADDITIONAL SERVICE FEES.

Internal EFX Use		
Annual Setup Fee	0210100037	\$0.00
Monthly Account Servicing Fee	0210100693	\$0.00

EXHIBIT 1
Participating County and Participating Entity Allocation Chart

Participating County and Participating Entity Allocation Chart						
July 1, 2025 - June 20, 2026						
Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Credit	Minimum Annual Total Financial Obligation
Adams	75,500	\$15.00	\$1,132,500	\$0.00	\$183,030.30	\$949,469.70
Alamosa	2,901		\$43,515		\$7,032.73	\$36,482.27
Arapahoe	90,000		\$1,350,000		\$218,181.82	\$1,131,818.18
Archuleta	48		\$720		\$116.36	\$603.64
Baca	48		\$720		\$116.36	\$603.64
Bent	565		\$8,475		\$1,369.70	\$7,105.30
Boulder	24,000		\$360,000		\$58,181.82	\$301,818.18
Broomfield	7,582		\$113,730		\$18,380.61	\$95,349.39
Cheyenne	48		\$720		\$116.36	\$603.64
Clear Creek	188		\$2,820		\$455.76	\$2,364.24
Conejos	565		\$8,475		\$1,369.70	\$7,105.30
Crowley	848		\$12,720		\$2,055.76	\$10,664.24
Delta	3,626		\$54,390		\$8,790.30	\$45,599.70
Denver	150,000		\$2,250,000		\$363,636.36	\$1,886,363.64
Douglas	9,273		\$139,095		\$22,480	\$116,615.00
Eagle	5,575		\$83,625		\$13,515.15	\$70,109.85
El Paso	16,600		\$249,000		\$40,242.42	\$208,757.58
Elbert	659		\$9,885		\$1,597.58	\$8,287.42
Fremont	7,760		\$116,400		\$18,812.12	\$97,587.88
Garfield	3,051		\$45,765		\$7,396.36	\$38,368.64
Gilpin	48		\$720		\$116.36	\$603.64
Grand / Jackson	424		\$6,360		\$1,027.88	\$5,332.12
Huerfano	424		\$6,360		\$1,027.88	\$5,332.12
Jefferson	54,000		\$810,000		\$130,909.09	\$679,090.91
Kiowa	48		\$720		\$116.36	\$603.64
Kit Carson	1,224		\$18,360		\$2,967.27	\$15,392.73
Larimer	35,000		\$525,000		\$84,848.48	\$440,151.52
Las Animas	3,108		\$46,620		\$7,534.55	\$39,085.45
Lincoln	300		\$4,500		\$727.27	\$3,772.73
Mesa	27,000		\$405,000		\$65,454.55	\$339,545.45
Moffat	575		\$8,625		\$1,393.94	\$7,231.06
Montezuma	11,113		\$166,695		\$26,940.61	\$139,754.39
Morgan	5,912		\$88,680		\$14,332.12	\$74,511.36
Park	377		\$5,655		\$913.94	\$4,741.06
Pitkin	989		\$14,835		\$2,397.58	\$12,437.42
Prowers	5,925		\$88,875		\$14,363.64	\$74,511.36
Pueblo	28,090		\$421,350		\$68,096.97	\$353,253.03

Rio Grande / Mineral	3,934		\$59,010		\$9,536.97	\$49,473.03
Routt	825		\$12,375		\$2,000	\$10,375.00
San Miguel / Ouray	48		\$720		\$116.36	\$603.64
Summit	669		\$10,035		\$1,621.82	\$8,413.18
Teller	800		\$12,000		\$1,939.39	\$10,060.61
Washington	141		\$2,115		\$341.82	\$1,773.18
Weld	40,000		\$600,000		\$96,969.70	\$503,030.30
Yuma	200		\$3,000		\$484.85	\$2,515.15
CDHS SNAP QA	989		\$14,835		\$2,397.58	\$12,437.42
HCPF	204,000		\$3,060,000		\$494,545.45	\$2,565,454.55
Total	825,000	\$15.00	\$12,375,000	\$0.00	\$2,000,000	\$10,375,000.00

Exhibit A
Agency Information

(To be completed by Agency prior to Services being provided)

Physical address of where verifications will be performed (if different than above).	
Onsite contact for onsite inspection.	Barry Pardus
Onsite contact email and phone number.	barry.pardus@state.co.us, (303) 866-3726

Additional User Information

IMPORTANT: All individuals who will use the service must be registered below. During the login process, the user will be asked for their registered fax number. All fields are mandatory.

	Name	E-mail Address
User1	n/a	n/a
User2		
User3		
User4		
User5		

Please provide the names, fax numbers and e-mail addresses of up to five (5) additional users.

Note: The "Main Contact" above will have the ability to add users via the webManager function.

WebManagers have the ability to add, manage and approve users within the organization. If Agency has additional users, once Agreement is accepted, Agency will receive more information on how to register users.

Billing Information

Billing Contact:	Jacques Livingston	Billing Address:	1575 Sherman Street
Billing Contact Title:	Finance Manager	City:	Denver
Billing Phone #:	720-413-7337	State:	CO
Billing Fax #:	n/a	Zip Code:	80203
Billing E-mail:	jacques.livingston@state.co.us		

Is Agency Tax Exempt? ☐ Yes ☐ No

If Yes, please submit tax exemption certificate.

Agency Type:

<input checked="" type="checkbox"/>	Federal/State/County/City/Local/Government	<input type="checkbox"/>	Social Security Administration
<input type="checkbox"/>	Non- Profit Organization	<input type="checkbox"/>	Housing Authority
<input type="checkbox"/>	For-Profit Organization	<input type="checkbox"/>	Third Party Vendor for Government Agency
<input type="checkbox"/>	Apartment Complex/Property Management	<input type="checkbox"/>	Other: Please specify

Each program requires documented proof. Specific Program(s) that will use this service:

<input checked="" type="checkbox"/>	Food Stamps	<input checked="" type="checkbox"/>	TANF	<input checked="" type="checkbox"/>	MEDICAID
<input checked="" type="checkbox"/>	Child Support Enforcement	<input checked="" type="checkbox"/>	Daycare Assistance	<input checked="" type="checkbox"/>	Low-Income Energy Assistance
<input type="checkbox"/>	Pre-Employment	<input checked="" type="checkbox"/>	Work-related Assistance	<input type="checkbox"/>	Collections
<input checked="" type="checkbox"/>	Low-Income Housing	<input type="checkbox"/>	Mortgage Loans		

If Agency is an Apartment Complex or Property Management Agency, please answer the following questions:

How many units does Agency have? n/a

How many of those are subsidized units? n/a

Note: Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government.

Is Agency affiliated with City/State Housing Authority? ☐ Yes ☒ No

If yes, please include the name: _____

Qualifications: In order to process Agency's application, Agency's agency/organization is required to provide proof (supporting documentation) of Agency's need for employment and income verifications.

Please provide the following:

Federal/State/County/City/Local/Government Copy of program's application Income guidelines to determine eligibility	Social Security Administration Copy of program's application Income guidelines to determine eligibility
Non-Profit / For-Profit Organizations Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a Federal/State/County/City/Local/Government Funding source	Third Party Vendor for Government Agency Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a Federal/State/County/City/Local/Government Funding source.
Housing Authority Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)	Apartment Complex/Property Management Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

Failure to provide supporting documentation, which must include the name of Agency's agency/organization/Agency name, may delay processing of Agency's agreement or disqualify Agency's application.

PURCHASE OF SERVICE CONTRACT
Core Services Program
Life Skills Treatment Services
06/1/2025 - 05/31/2026



1. THIS CONTRACT, made this _____ day of _____, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Connections 4 Kids/Love & Logic at P.O. Box 427, Craig, CO 81625, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2025 until May 31, 2026, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Life Skills Treatment Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303, and, if appropriate, the State-approved County Core Services Plan.
4. County agrees to purchase and the contractor agrees to provide services to be billed at the following rates:
 - Up to 3 Love and Logic Courses will be offered for the FY25-26
 - Up to 20 Participants per 5 Week Course for a Total of 60 Participants a Year
 - Food and Participants - \$15/Class/Participant, or up to \$4500
 - Manuals - \$11/Manual, or up to \$600
 - Child Care for 2 Providers - \$28/Hour x 2, or up to \$2700
 - Love and Logic Facilitator - \$28/Hour, or up to \$1500
 - Love and Logic Facilitator Training - \$1500

The amount to be expended pursuant to this Agreement shall not exceed FIFTEEN THOUSAND DOLLARS AND NO/100 CENTS (\$15,000). 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. The parties agree that the Contractor's relationship with the county is that of an independent Contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with the County. The Contractor shall receive no additional reimbursement for expenses without prior approval from the County (i.e. travel, computer supplies, meeting expenses of its employees, phone / fax / internet fees, etc.).

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

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

6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
 - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
 - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
 - c) To provide the Contractor with referral information, including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d) To monitor the provision of contracted service.
 - e) To pay the Contractor after receipt of timely billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
 - a) Not to assign any provision of this Contract to a subcontractor.
 - b) Not to charge clients any fees related to services provided under this contract.
 - c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.
 - d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - e) To provide the service described herein at a cost not greater than that charged to other persons in the same community.
 - f) To submit a billing statement by the 5th working day of the month following provision of service. The Contractor acknowledges that billing statements must be received in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in non-payment.
 - g) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services, the County Department of Human/Social Services, the laws of the United States, and the State of

Colorado.

- h) To provide County with reports on the provision of services as follows:
- Within 6 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
 - At intervals of 1 month with the submission of the monthly bill, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.
- i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
- j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.
- k) Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment insurance in accordance with sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

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

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

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

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
10. All payments will be paid through the State's approved automated system, as appropriate.

Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

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

Moffat County Department of Human Services

Kristin Grajeda 6/16/25
Kristin Grajeda, Director Date

Moffat County Board of County Commissioners

Melody Villard, Chair

Date

Contractor

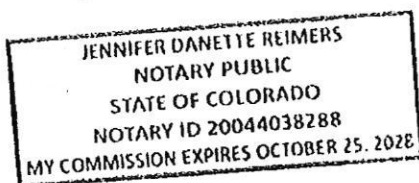
Betsy Overton Exec. Director 6/12/25
Contractor Signature, Title Date

STATE OF COLORADO)

COUNTY OF Moffat) ss.

Subscribed and affirmed to before me this 12 day of June, 2025, by
Betsy Overton.

Witness my hand and seal.



Jennifer Reimers
Notary Public

Original to Contractor Copy
to the Case File
Copy to County Bookkeeping

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**MOFFAT COUNTY
CRAIG, CO**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Moffat County** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA-Flight Program Operations and **Moffat County**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a commissioning flight inspection of the REILs/MIRLs on Rwys 07/25 at Craig-Moffat Airport (KCAG) Craig, CO**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Moffat County, Craig, CO

- B. The FAA will **perform a commissioning flight inspection of the REILs/MIRLs on Rwy 07/25 at Craig-Moffat Airport (KCAG) Craig, CO.**
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact Richard Montgomery at 405-954-0792 or Richard.Montgomery@faa.gov once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant ☒ Yes ☐ No. If Yes, the grant date is: 08/23/2023 and the grant number is: 3-08-0012-021-2023. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, **Flight Program Operations, Program Support Group** will provide administrative oversight of this Agreement. **Shelley Ochs** is the **Agreement Coordinator** and liaison with the Sponsor and can be reached at 405-954-5757 or via email at shelley.d.ochs@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, **Flight Program Operations, Flight Operations Group** will perform the scope of work included in this Agreement. **Richard Montgomery** is the **Lead Scheduler**, Flight Program Operations, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9780 or via email at richard.montgomery@faa.gov. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the **Contracting Officer, Michele Mustin** who can be reached at 405-954-7879 or via email at michele.d.mustin@faa.gov.

B. Sponsor:

Sponsor: Moffat County
ATTN: Candace Miller, Planner/Airport Manager
Address: 1198 W. Victory Way #107
Craig, CO 81625-2910
Phone: 970-824-9148
Email: cmiller@moffatcounty.net

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$9,990.00
Non-Labor Overhead (8%)	\$ 799.20
Total Non-Labor	\$10,789.20
TOTAL ESTIMATED COST	\$10,789.20

Detailed Estimate:

Flight Inspection Estimated Cost

	Type	Hours	Inspections	Estimated Cost
<i>Beech Rate \$3,330/hr</i>				
REILs/MIRLs Rwy 07/25				
at KCAG	Commission	3	1	\$9,990.00
	8% Administrative Overhead			\$ 799.20
	Total Estimated Cost			\$10,789.20

- B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 4040.28 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The estimate is based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to the FAA.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The Sponsor will send an electronic copy of the executed Agreement to the Agreement Coordinator and submit the advance payment to the Reimbursable Receipts Team. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex/ UPS/USPS Priority (**overnight**):

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Moffat County
ATTN: Candace Miller, Planner/Airport Manager
1198 W. Victory Way #107
Craig, CO 81625-2910
970-824-9148
cmiller@moffatcounty.net

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

MOFFAT COUNTY

SIGNATURE _____
NAME Michele Mustin
TITLE Contracting Officer

DATE _____

SIGNATURE _____
NAME Melody Villard
TITLE Chairman Board of
County Commissioners

DATE _____

AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 24th day of June, 2025 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and CRC, Inc. ("Contractor"), whose address is PO Box 322;150 N 2nd St. Hayden, CO 81639 and whose telephone number is 970-756-5305.

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:

Article 1 - Scope of Work.

1. The Contractor shall complete all tasks to satisfaction as needed to replace the livestock watering systems at the Moffat County Fairgrounds located at 640 E Victory Way, Craig, CO 81625 as outlined in the Exhibit below:

Exhibit "A" RFP 202504 Livestock Watering System and Addendum(s) 1, 2, and 3.
Exhibit "B" Bid submittal from CRC, Inc.

Article 2 - Time of Performance.

- 2.1 Services of the Contractor shall commence on 06/24/2025 and shall be substantially completed on or before 10/31/2025, no matter the date of execution of this agreement.

Article 3 - Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be Forty Four Thousand Two Hundred Thirty Three Dollars and 00/100 cents (44,233.00). 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.
- 3.2 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.
- 3.3 LIQUIDATED DAMAGES: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred dollars

(\$100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

Article 4 – Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.

4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:

95% of the work completed, and

95% of materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.

4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.

4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.

4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

Article 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.

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

Article 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.

Article 7 - Independent Contractor.

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.

- 7.1 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.
- 7.2 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.

Article 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.

Article 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.

Article 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.

Article 11 - Insurance.

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

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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 \$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, and in addition \$1,000,000 aggregate.

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;

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.

Contractor waives any right of recovery against the BOCC, its employees or agents for any damages, losses, or liabilities covered by insurance. This waiver applies whether such damages, losses, or liabilities arise from negligence, breach of contract, or any other causes of action. Contractor will make sure that any insurance policy referenced in this Agreement includes a provision stating that the insurer of such insurance policy waives any right of subrogation against the BOCC, its employees or agents

Article 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.

Article 13 - Inspections, corrections, removal, or acceptance of defective work

13.01 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

13.02 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

13.03 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

13.04 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

13.05 Correction Period

A. If within 30 days year after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project if possible and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or BOCC's property or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

13.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

13.07 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 14 Termination for Cause.

- 14.01 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.

14.02

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.
2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 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.

Article 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.

Article 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.

Article 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.

Article 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.

Article 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:

Melody Villard
MCBOCC Chair
1198 West Victory Way, Suite 104
Craig, CO 81625
(970) 824-5516

Contractor:

CRC Inc.
Call Camblin
PO Box 322 ;150 N 2nd St.
Hayden, CO 81639
970-756-5305

Article 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.

Article 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.

Article 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.

Article 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.

Article 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

ATTEST:

Clerk to the Board

By: Melody Villard, Chair

CONTRACTOR:
CRC, Inc.

By:

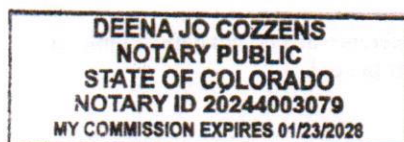
Call Camblin

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this 20th day of June, 2025 by Carl Camblin.

MY COMMISSION EXPIRES: 01/23/2028

Notary Public



101 N. 6th St. Hayden, CO 81639
Address



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

June 17, 2025

Commissioner Melody Villard, Chair
Board of County Commissioners
County of Moffat
211 W. Victory Way Suite 130
Craig, Colorado 81625

Dear Commissioner Melody Villard:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-08-0012-022-2025 at Craig-Moffat Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 22, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

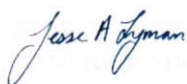
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Cameron Bryant, (303) 342-1252, cameron.g.bryant@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Jesse A. Lyman
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	June 17, 2025	
Airport/Planning Area	Craig-Moffat Airport	
Airport Infrastructure Grant Number	3-08-0012-022-2025	[Contract No. DOT-FA25NM-1019]
Unique Entity Identifier	JK39NCN9VSD6	
TO:	County of Moffat, Colorado	
	(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 27, 2025, for a grant of Federal funds for a project at or associated with the Craig-Moffat Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Craig-Moffat Airport (herein called the "Project") consisting of the following:

Install Weather Reporting Equipment (ASOS Relocation)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$350,000

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$350,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 22, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of IJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.
21. **Ban on Texting While Driving.**
 - a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
22. **Trafficking in Persons.**
 1. *Posting of contact information.*

- a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant:
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
- b. "Private entity" means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility

Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be

considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

- (3) any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

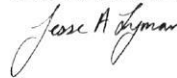
35. **Airport Layout Plan (ALP).** The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).
36. **Utility Relocation in Project.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and
 - c. The utilities exclusively serve the Airport.
37. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Install Weather Reporting Equipment (ASOS Relocation); and the parties agree that within 365 days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for Install Weather Reporting Equipment (ASOS Relocation) contained within the project description, which is more fully described in the Project Application. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.
38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
39. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. 47106(a)(6).

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jesse A Lyman

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

COUNTY OF MOFFAT, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Moffat, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of February 27, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



MOFFAT COUNTY FAIR ENTERTAINMENT AGREEMENT

This CONTRACT OF SERVICES AGREEMENT ("Agreement") is made this ____ day of _____, 2025, by and between the Board of County Commissioners of Moffat County, Colorado ("County") on behalf of the Moffat County Fair Board and Tris Munsick and the Innocents ("Contractor"), whose permanent address is 33 Brayton Ln, Sheridan, WY 82801, and whose telephone number is (307) 751-8174.

Type of Entertainment: Live music concert performance

Location of Entertainment: Moffat County Fairgrounds, Craig, Colorado

Check Payable to: Green Broke Productions

Federal ID#: _____

Scope of Work: Artist shall provide a professional concert performance with all necessary personnel and equipment, as detailed in Exhibit A, incorporated herein.

Date of Performance: August 8, 2025

Time of Performance: As scheduled by Moffat County Fair Board, approximately 8:00 PM

Payment Procedures:

Flat fee of \$7,000.00 to be paid to Artist by check payable to Green Broke Productions, night of the performance.

STANDARD TERMS

Independent Contractor: Artist is an independent contractor and not an employee of Moffat County. Artist shall secure all necessary personnel and equipment at its own expense and is responsible for taxes and benefits.

Quality of Performance: Artist agrees to deliver a high-quality performance in a professional and safe manner.

Compliance with Laws: Artist shall comply with all applicable federal, state, and local laws.

~~Insurance: Contractor shall maintain at minimum:~~

~~-General Liability: \$1,000,000 per person and \$1,000,000 per occurrence;~~

~~-Automobile Liability: \$1,000,000 per occurrence;~~

~~-Workers' Compensation as required by law.~~

~~Moffat County shall be named as an additional insured on Contractor's general liability policy. Certificates of insurance must be submitted with this Agreement.~~

Indemnification: Artist shall indemnify and hold harmless the County, its officials, employees, and agents from all claims or damages arising from the Artist's, or Artist's Agents, actions or omissions. Nothing herein waives protections under the Colorado Governmental Immunity Act.

Force Majeure: Neither party shall be liable for performance failure due to uncontrollable events. However, inclement weather shall constitute a Force Majeure, and the County shall not be liable for payment in such cases.

Modifications: This Agreement may only be modified in writing signed by both parties.

Governing Law: This Agreement is governed by the laws of the State of Colorado. Venue lies in the District Court of Moffat County.

Notices:

To County: Melody Villard, Chair, BOCC, 1198 W. Victory Way, STE 104, Craig, CO 81625, (970) 824-5517

To Artist: Tris Munsick, 33 Brayton Ln, Sheridan, WY 82801, tmunsick1@gmail.com

Exhibit A: Approved Rider Terms is attached and incorporated herein.

EXHIBIT A: APPROVED RIDER TERMS

The following terms from the Artist 's rider are agreed upon and incorporated:

1. Hospitality:

- Meals - Buyer will provide a hot, well-balanced meal) - no fast food or pizza - to be scheduled in advance. A buyout of \$30.00 per person is acceptable and must be presented to the tour manager at load-in. (One meal before the show)
- Cooler with 1 case bottled water, 12-pack Coors, 12-pack Coors Light provided stage side at least 30 min prior to showtime

2. Lodging:

- Three (3) double hotel rooms, minimum quality equivalent to Holiday Inn, with early check-in reserved under TRIS MUNSICK

3. Publicity and Billing:

- Artist is to receive 100% sole headline billing in all publicity and paid advertising. Artist shall have approval of any other artist appearing on the show
- Promotional materials must be approved by Artist

4. Stage Use and Sound:

- Should other artists be appearing with TRIS MUNSICK, TRIS MUNSICK shall have 100% equal access to all stage, technical and support equipment and personnel. During Artist's performance, they shall have sole control of all sound and light equipment, including personnel and sound level. (ARTIST TO PROVIDE & OPERATE PROFESSIONAL GRADE SOUND SYSTEM. NO OTHER ARTISTS WILL BE APPEARING ON DAY OF ARTISTS PERFORMANCE. PURCHASER REQUESTS PERMISSION TO USE ARTISTS SOUND SYSTEM FOR ANNOUCEMENTS AND THANK YOU TO SPONSORS BETWEEN ARTISTS SETS.)
- County may make announcements using sound system only between sets

5. Merchandise:

- Contractor may sell merchandise onsite and retain 100% of proceeds
- Artist 's merchandise shall be the only merchandise available with Artist 's name or likeness employed.

6. Parking:

- Parking for 1 van and trailer as near to stage as feasible

7. Security:

- PURCHASER shall provide personal security at all times to ensure the safety of the Artist / Artist's instruments, costumes, supporting personnel and personal property before, during and after Artist's performance(s). All security personnel shall be under Artist and Artist representative's supervision and direction.

8. Backstage Access: will be limited to only those personnel required to work the show. Please see that backstage traffic is held to a minimum. Artist's laminates or passes will be required. If possible, the Artist requests that the performance area be closed to all but necessary staff and crew during sound check. All other terms in the original rider not expressly included above are superseded by this Agreement.

IN WITNESS WHEREOF, the County and the Contractor have set their respective hands this 24th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Melody Villard, Chair

ARTIST/CONTRACTOR

By: _____
Tris Munsick

Date: _____

June 19, 2025

It came to our attention, as the Whittle the Wood Rendezvous festival was kicked off at Loudy-Simpson Park (county owned property situated outside city limits), that the application and issuance of the Special Events Permit for the Northwest Colorado Charter of Parrotheads to operate a Beer Garden Friday and Saturday during the festival was erroneously accepted and issued by the City of Craig City Clerk and not applied for through the Moffat County Clerk.

The facts:

The application was complete and was submitted on time. (attached)

The required public posting was done correctly and on time. (attached)

There were no complaints or objections filed with the city by the deadline.

The City Clerk submitted notification to the State and issued a SEP in accordance with the city code.

The timeframe for the SEP is Friday June 20th 11am – 10pm (NOTE: WTW Schedule of events states beer garden opens at 2pm) Saturday June 21st 11am – 10pm

The correction that needs to be made:

The City SEP needs to be rescinded

A County SEP needs to be issued

Resolution:

Per the Department of Revenue Liquor Licensing Department, since the application and all necessary documents and required public posting was done correctly and on time, the Moffat County Clerk can issue the Liquor License. It will need to be sent to the state and they will update it in their system.

All is well!

Stacy Morgan
Moffat County Clerk & Recorder
1198 W Victory Way, Suite 103
Craig, CO 81625

MOFFAT COUNTY SPECIAL EVENTS PERMIT

FERMENTED MALT BEVERAGE
VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

NORTHWEST COLORADO
CHAPTER OF PARROTHEADS

LOUDY SIMPSON PARK
600 S RANNEY ST
CRAIG, CO 81625

DATE: JUNE 20, 2025 Time: 11:00 a.m. to 10:00 p.m.
JUNE 21, 2025 Time: 11:00 a.m. to 10:00 p.m.

FEE: \$100.00

SPECIAL EVENTS LICENSE #2025-01

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of, TITLE 44, ARTICLE 5, C.R.S. This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location. In testimony whereof I have hereunto set my hand and seal on the 20th day of June 2025.

Signed:

Melody Ward
Stacy Morgan



City of Craig Application and Special Events
Permit Liquor License for Northwest
Colorado Chapter of Parrotheads.

Moffat County's Application and Special
Events Permit Liquor License will supersede
the City of Craig's License as it will be held
on county grounds.



STATE OF COLORADO
CITY OF CRAIG

BY AUTHORITY OF THE CRAIG CITY COUNCIL

City Fee: \$100.00

VALID FOR THIS ORGANIZATION AT THIS LOCATION

Northwest Colorado Chapter of Parrot Heads
TO BE HELD AT: *Loudy-Simpson Park, Craig, CO 81625*

SPECIAL EVENTS PERMIT
MALT, VINOUS AND SPIRITUOUS LIQUOR

VALID ONLY FOR THE FOLLOWING PERIODS

	Hour	Date		Hour	Date
FROM	11:00 A.M.	06/20/25	TO	10:00 P.M.	06/20/25
	11:00 A.M.	06/21/25		10:00 P.M.	06/21/25

This is to Certify, this permit is issued subject to the laws of the State of Colorado especially under the provisions of Articles 3, 4, and 5 Title 44, Colorado Revised Statutes. This permit is non-transferable. It is issued only for the specific time(s) and specific location described above, and must be conspicuously posted at that location.



A. Cannady
CITY OF CRAIG
LIQUOR LICENSING ADMINISTRATOR

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

NORTHWEST COLORADO CHAPTER OF PARROTHEADS, INC

is a

Nonprofit Corporation

formed or registered on 09/29/2009 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20091513716.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/12/2025 that have been posted, and by documents delivered to this office electronically through 05/13/2025 @ 18:39:54.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/13/2025 @ 18:39:54 in accordance with applicable law. This certificate is assigned Confirmation Number 17297193.




Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, www.sos.state.co.us, and entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, click "Businesses, trademarks, trade names" and select "Frequently Asked Questions".



Clerk & Recorder

Stacy Morgan, Clerk & Recorder

Samuel Havenga Jr. VFW Post #4265 has applied for a Special Events Liquor License for the Moffat County Balloon Festival. It will be held at Loudy-Simpson Park on August 2, 2025. They will operate a Beer Garden between the hours of 6:00 a.m. to 11:59 p.m.

Notice for the Special Events Liquor License was posted at least 10 days prior to this hearing, per C.R.S. 44-5-106.

MOFFAT COUNTY SPECIAL EVENTS PERMIT

FERMENTED MALT BEVERAGE
VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

SAMUEL HAVENGA JR
VFW POST #4265

LOUDY SIMPSON PARK
600 S RANNEY ST
CRAIG, CO 81625

DATE: AUGUST 2, 2025 Time: 6:00 a.m. to 11:59 p.m.

FEE: \$100.00
SPECIAL EVENTS LICENSE #2025-01

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of, TITLE 44, ARTICLE 5, C.R.S. This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location. In testimony whereof, I have hereunto set my hand and seal on the 24th day of June 2025.

Signed: _____

Stacy Morgan



Chair/BOCC

County Clerk

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SAMUEL HAVENGA, JR., POST NUMBER 4265, VETERANS OF FOREIGN WARS OF THE
UNITED STATES

is a

Nonprofit Corporation

formed or registered on 06/02/1947 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871112778 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/20/2025 that have been posted, and by documents delivered to this office electronically through 05/21/2025 @ 12:54:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/21/2025 @ 12:54:01 in accordance with applicable law. This certificate is assigned Confirmation Number 17323468 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <http://www.colorado.gov/hct/certificates-and-integrity>, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <http://www.colorado.gov>, click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- ☐ Social ☐ Athletic ☐ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☒ Patriotic ☐ National Organization or Society ☐ Municipality Owned Arts Facilities
☐ Political ☐ Religious Institution ☐ Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☐ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☒ Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Samuel Haveraga VFW Post 4265

012022820000

Mailing Address of Organization or Political Candidate

419 E. Victory Way

City

State ZIP Code

Craig

CO

81625

Address of Place to Have Special Event

600 S. Ranney St. - Loudy Simpson Park

City

State ZIP Code

Craig

CO

81625

Authorized Representative of Qualifying Organization or Political Candidate

Tara Garber

Date of Birth (MM/DD/YY)

Phone Number

06/08/1972

937-554-0368

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

7822 County Rd 33

City

State ZIP Code

Craig

CO

81625

Event Manager

Maggie St. John

Date of Birth (MM/DD/YY)

01/20/1948

Phone Number

970-629-1367

Event Manager Home Address

360 Apple St

City

Craig

State

ZIP Code

CO

81625

Email Address of Event Manager

stjohnmt@msn.com

1. Is the place to have the Special Event located on State-owned property?

☐ Yes ☒ No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

☒ No ☐ Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

☒ Yes ☐ No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

☐ Yes ☒ No

6. For Chambers of Commerce - Please list all members participating in the SEP.

Moffat County Planning Commission



Application: S-25-03

Applicant: Shimizu Minor Subdivision

Description: Minor subdivision

Regulation Reference: Minor Subdivision

Location: Sec 21, T5N, R91W

Access: CR 93 and HWY 13

Staff Comments: This is a 33 acre parcel that is split by CR 93. The minor subdivision will create Lot 1-11.713 parcel to the north and Lot 2- 18.540 acre parcel to the south.

Attachments: Copy of application and other information.

Results:



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

File # S-
Sketch/Prelim: \$300
Date Paid _____
Final: \$250
Date Paid _____

MINOR SUBDIVISION APPLICATION

Application Date: 12-31-24 Subdivision Name: TBD
Section 21 Township 5N Range 91W General Description of Location: _____
Intersection of Hwy 13 and CR 93
Total Acreage: 33 Proposed Number of Lots: 2 Zoning: Agricultural
Owner(s) Name: Shimizu Family Trust Phone #: 760-403-3558
Email Address: Wackyduck@aol.com
Address: 2282 Dakota Sky Court Henderson NV 89052
Subdivider(s) Name: Wayne Shimizu Phone #: 760-403-3558
Email Address: Wackyduck@aol.com
Address: SAME
Registered Surveyor: Lloyd Powers Phone #: 970-824-3435
Address: 1790 W Victory Way
Estimated Water Requirement: 0 gallons/day Proposed Water Source(s): N/A
Estimated Sewage Disposal Requirement: 0 gallons/day
Proposed Means of Sewage Disposal: None

Type of Subdivision:	Dwelling Units	Area (Acres)	% of Total Acres
() Single	<u>0</u>	<u>0</u>	<u>0</u>
() Commercial	_____	_____	_____
() Mobile Homes	_____	_____	_____
(X) Other	_____	_____	_____
Street	_____	_____	_____
Walkways	_____	_____	_____
Other	_____	_____	_____
Total	_____	_____	_____

Submitting Application

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

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-fourth 24 th day of June in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The Moffat County Board of County Commissioners
Moffat County Colorado
1198 W. Victory Way, Suite 107
Craig, CO 81625

and the Architect:
(Name, legal status, address and other information)

C.H. Johnson Consulting, Inc. (as Project lead and non-architect advisor), in
collaboration with McCarty Holsaple McCarty Architects, Inc. (as Project Architect of
Record).

C.H. Johnson Consulting, Inc. ("JC")
6 East Monroe Suite 500
Chicago, IL 60603
Phone: 312.447.2010

McCarty Holsaple McCarty Architects, Inc. ("MHM")
550 W. Main Street, Suite 300
Knoxville, Tennessee 37902
Phone: 865-544-2000

for the following Project:
(Name, location and detailed description)

A new Multi-Use Events and Conference Center to be located at the Moffat County
Fairgrounds. Also included in the scope is the replacement of the exterior envelope of the
existing indoor arena and outdoor improvements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

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User Notes:

(3B9ADA44)

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- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

By way of a Teaming Agreement heretofore executed between C.H. Johnson Consulting, Inc ("JC"). and McCarty Holsaple McCarty Architects, Inc. ("MHM"), JC and MHM have agreed to team their respective Project finance and planning expertise (JC) together with their design expertise (MHM) in order to perform the requirements of this agreement for the Owner. Under this Agreement, JC will manage the overall JC/MHM Team and will serve as the primary client liaison, ensuring continuity and a seamless transition from the prior master planning services provided to Moffat County. JC will be responsible for providing updated financial projections, conducting/managing design reviews, economic and fiscal impact estimates, funding strategies, and overseeing cost estimates, to align with refinements to the proposed venue and site that are made during the design services phase. This work will keep the business plan current with the design. JC will also prepare grant updates and status/compliance reports with the Client. MHM will render all design professional services for the Project through its personnel or that of design sub-consultants separately contracted for by MHM. Under this Agreement, the term "Architect" is intended to refer to the JC/MHM team as a whole, but any duty, performance requirement, or term hereof or service required hereunder for which architect licensure is required shall be solely rendered by MHM as the Project Architect of Record.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Identified in EXHIBIT A - Concept design presented in the November 12, 2024 Multi-Use Events Center Feasibility Study & Master Plan by Johnson Consulting, MIG, CD Smith & Cumming.

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User Notes:

(3B9ADA44)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project consists of a +/- 110,000 SF Multi-Use Events and Conference Center with a 150'x300' showing floor and a main hall for conference with a capacity of 340 at tables. Also included – recladding of existing Indoor Arena and new straight track. Additional parking, park improvements, landscaping, fencing, and site lighting also included in scope.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Budget for project identified as Phase 1 scope in 10/03/2024 Budget prepared by Cumming Group and attached as EXHIBIT B.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Project to be LEED Certified.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Roy Tipton
Office of Development Services
Moffat County, Colorado
1198 West Victory Way, Suite 107
Craig, CO 81625
970-824-9160

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

NWCC, Inc
2580 Copper Ridge Drive
Steamboat Springs, CO 80487
P: 970.879.7888

.2 Civil Engineer:

To be provided in Basic Services in 1.1.11.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Existing Site and Building Survey:
TBD

Environmental Engineering/Consulting
TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Charles Johnson
C.H. Johnson Consulting, Inc.
6 East Monroe Suite 500
Chicago, IL 60603
Phone: 312.447.2010
cjohnson@chjc.com

Init.

Margaret Butler, AIA
McCarty Holsaple McCarty Architects, Inc.
550 West Main Street, Suite 300
Knoxville, TN 37902
Phone: 865-544-2000
Mobile: 865-300-4514
mbutler@mhminc.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

The following sub-consulting are being retained by MHM through separate
(Paragraph Deleted)

contracts.

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

SGM
Glenwood Springs Office
(Headquarters)
118 W. Sixth St., Suite 200
Glenwood Springs, CO 81601
970.945.1004

.2 Mechanical Engineer:

SGM
Glenwood Springs Office
(Headquarters)
118 W. Sixth St., Suite 200
Glenwood Springs, CO 81601
970.945.1004

.3 Electrical Engineer:

SGM
Glenwood Springs Office
(Headquarters)
118 W. Sixth St., Suite 200
Glenwood Springs, CO 81601
970.945.1004

.4 Civil Engineer

SGM

Glenwood Springs Office
(Headquarters)
118 W. Sixth St., Suite 200
Glenwood Springs, CO 81601

970.945.1004

.5 Local Architectural Consulting (during Construction Administration)
Blythe Group + Co.
theblythegroup.com
622 Rood Ave,
Grand Junction, CO 81501
(970) 242-1058

§ 1.1.11.2 Consultants retained under Supplemental Services:

1. Geothermal Design:

SGM
Glenwood Springs Office
(Headquarters)
118 W. Sixth St., Suite 200
Glenwood Springs, CO 81601
970.945.1004

2. Landscape Architecture:
MIG

518 17th Street, Suite 630
Denver, CO 80202
303.440.9200

3. Furniture, Fixtures and Equipment (FFE)

MHM
550 W. Main Street, Suite 300
Knoxville, Tennessee 37902
865-544-2000

4. LEED Consulting

SSR (Smith Seckman Reid, Inc.)
7935 East Prentice Avenue
Suite 300W
Greenwood Village, Colorado 80111
(303) 779-1222

5. Food Service Consulting

Dennis Ford, Food Service Consulting, LLC
2516 Cedar Lane, Bldg. B
Knoxville, TN 37918
865-216-8418

6. AV/Acoustic Consulting

WJHW
220 W. Jefferson Avenue
Suite 216

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User Notes:

(3B9ADA44)

Lakewood, CO 80235
(972) 934-3700

7. Cost Consulting
Cumming-Group
88 Inverness Cir E Building G Suite 101
Denver, CO 80112
(904) 400-0252

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 Subject to the delineation of services as between JC and MHM as described in Paragraph 1.1, above, team member MHM shall provide all professional design services as set forth in this Agreement as Architect of Record. MHM represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 MHM shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. MHM shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. JC shall perform its services in a professional and timely manner consistent within the standards of practice of their area of expertise.

§ 2.3 MHM shall identify a representative authorized to act on behalf of MHM with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, MHM shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise MHM's professional judgment with respect to this Project.

§ 2.5 The JC/MHM team shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the JC/MHM team with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.3 The JC/MHM team may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability at JC/MHM's respective standard policy limit.

§ 2.5.6 **MHM shall maintain design** professional liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and four million (\$ 4,000,000) in the aggregate.

JC shall maintain professional liability covering negligent acts, errors and omissions in the rendering of professional services with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the JC/MHM team shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by JC's and/or MHM's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The JC/MHM team and the team's subconsultants shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

For purposes of this Article 3, the term "Architect" refers to MHM, in coordination with, and as assisted by JC as described Paragraph 1.1,
(Paragraph Deleted)

above.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs Deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Corrections or comments made to the Shop Drawings during this review do not relieve contractor from compliance with requirements of the drawings, specifications, or the Contractor's agreement with the Owner. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.)

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	Provided as an Additional Service
§ 4.1.1.4 Existing facilities surveys	Provided by Owner
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Included in Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Included in Basic Services
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included as a Supplemental Service
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	Included in Basic Services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Provided as an Additional Service
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Included in Basic Services
§ 4.1.1.15 As-designed record drawings	Included in Basic Services
§ 4.1.1.16 As-constructed record drawings	Provided as an Additional Service
§ 4.1.1.17 Post-occupancy evaluation	Included in Basic Services
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Provided as an Additional Service
§ 4.1.1.21 Telecommunications/data design	Included as a Supplemental Service
§ 4.1.1.22 Security evaluation and planning	Included as a Supplemental Service
§ 4.1.1.23 Commissioning	Provided as an Additional Service
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Included as a Supplemental Service
§ 4.1.1.25 Fast-track design services	Provided as an Additional Service
§ 4.1.1.26 Multiple bid packages	Provided as an Additional Service if beyond 2 bid packages which are included in Basic Services.
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Included as a Supplemental Service
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services – Food Service Consultant, LEED Consultant, Cost Consultant, AV/Acoustic Consultant	Included as a Supplemental Service

4.1.2 Description of Supplemental Services

4.1.2.1 A description of each Supplemental Services identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Paragraph Deleted)

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4.1.2.2

(Paragraph Deleted)

If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide as a Supplemental Service, the Sustainability Services required in AIA Document E204 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

- and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services Sixty (60) days after One (1) the date of Substantial Completion of the work or Two (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) Two monthly visits to the site by the Architect and/or local Architect consultant during construction.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 Not Used.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204 2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared primarily by team member JC, assisted by MHM, and represent JC's judgment. It is recognized, however, that neither JC nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods

of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the JC/MHM team cannot and do not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by JC.

§ 6.3 In preparing estimates of the Cost of Work, the JC/MHM team shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. JC's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, JC shall provide such an estimate, if identified as the JC/MHM team's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the JC/MHM team, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time JC's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, JC, as assisted by MHM, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the JC/MHM team in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the JC/MHM team could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize

the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and JC/MHM team shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and JC/MHM team waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the JC/MHM team, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

(Paragraph Deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien out of the MHM's services as Architect of Record, MHM may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and JC/MHM team shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

(Paragraph Deleted)

☒ [X] Litigation in a court of competent jurisdiction in locale of project - Moffat County, Colorado.

(Paragraph Deleted)

If the Owner and JC/MHM team do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent

(Paragraphs Deleted)

jurisdiction
in

(Paragraph Deleted)

locale of project – Moffat County, Colorado.

§

(Paragraph Deleted)

8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using MHM's Instruments of Service:

To be negotiated.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Except as modified hereunder, terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 It is understood and agreed that the JC/MHM team will submit a single invoice encompassing the separate billings of their respective forms according to the Project intervals as described herein below. For purposes of the billings of MHM, the following specific terms shall apply:

For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

BASIC DESIGN SERVICES FEE PROPOSAL \$ 2,695,848

SUPPLEMENTAL SERVICES / SPECIALTY CONSULTING \$ 1,130,000

.2 Percentage Basis

(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

(Paragraphs Deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per the attached rate schedule. (See Exhibit “C”)

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), Compensation for Supplemental Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Hourly per the attached rate schedule. (See Exhibit “C”)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Twenty Five	percent (25	%)
Construction Documents Phase	Twenty Five	percent (25	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty Five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit C

Employee or Category

Rate (\$0.00)

Init.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

Expenses will be in addition to fees and will only be billed if incurred, subject to pre-approval by the Client. Reimbursable expenses estimate not to exceed without prior written authorization: \$130,000.

§ 11.9 Not used.

(Paragraph Deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

18 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

(Paragraph Deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Force Majeure - Neither Party shall be liable to the other for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, supply chain disruption, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy. The Architect and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

§ 12.2 179D Tax Credit - Our proposal pricing assumes MHM will be assigned the 179D tax deduction for this property if applicable. MHM will be notified if this deduction is assigned to another entity. Qualification and certification of the project for the 179D deduction will be the responsibility of MHM.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☒ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .3 Other documents:

(List other documents, if any, forming part of the Agreement.)

Init.

EXHIBIT A - Concept design presented in the November 12, 2024 Multi-Use Events Center Feasibility Study & Master Plan by Johnson Consulting, MIG, CD Smith & Cumming.

EXHIBIT B - Budget for project identified as Phase 1 scope in 10/03/2024 Budget prepared by Cumming Group

EXHIBIT C – Hourly Rates of Johnson Consulting and McCarty Holsaple McCarty Architects, Inc.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Melody Villard, Moffat County,
Colorado

(Printed name and title)

ARCHITECT (Signature)

Charles Johnson, CEO, C. H. Johnson Consulting,
Inc.

Margaret Butler, Principal McCarty Holsaple
McCarty Architects, Inc.

(Printed name, title, and license number, if required)

EXHIBIT A



MULTI-USE EVENTS CENTER FEASIBILITY STUDY & MASTER PLAN

Presented By
Johnson Consulting, MIG, CD Smith & Cumming
November 12, 2024

EST. 1911



**JOHNSON
CONSULTING**



CDSmith

**CUMMING
GROUP**

CONSULTING TEAM



CHARLES JOHNSON
President & CEO
Project Executive



SARAH EMMERTON
Project Manager
Director of Research



MARK DE LA TORRE
Director of Denver
Area Operations,
Director of Visualization



CLAIRE FETTIG
Project Associate

CDSmith



CHARLES D. SMITH
Equestrian
& Arena Architect



MARGARET BUTLER
Principal
MHM

CUMMING
GROUP



LUCAS STOVER
Director,
Cost Management

Introduction

The Consulting Team was retained by Moffat County to provide a Feasibility Study and Master Plan for a new Multi-Use Events Center at, and broader campus improvements to, the Moffat County Fairgrounds in Craig, CO.

Today's **workshop** will summarize our Feasibility Study and Master Plan:

- 1. Key Objectives & Methodology
- 2. Existing Conditions Review
- 3. Community Engagement Findings
- 4. Market Analysis
- 5. Strategic Recommendations
- 6. Key Performance Metrics
- 7. Responsiveness of Final Plan to Key Objectives

Tasks 3 & 5: Market Analysis	✓ Task 1	Project Management/ Kick-Off Meeting and Field Work	Tasks 2 & 7: Existing Conditions Review
	✓ Task 2	Existing Conditions Review	
	✓ Task 3	Market Analysis	
	✓ Task 4	Stakeholder and Community Engagement	
	✓ Task 5	Regional and Comparable Facilities Analysis	
Task 4: Community Engagement	✓ Task 6	Strategic Recommendations	Tasks 6 & 8-9: Strategic Recommendations
Tasks 6 & 8-9: Strategic Recommendations	✓ Task 7	Site Analysis	
	✓ Task 8	Site Concept Options	
	✓ Task 9	Architectural Renderings	
	✓ Task 10	Probable Cost Estimates	
Tasks 10-13: Key Performance Metrics	✓ Task 11	Demand Projections	Tasks 10-13: Key Performance Metrics
	✓ Task 12	Financial Projections	
	✓ Task 13	Economic and Fiscal Impact Analysis	
	✓ Task 14	Final Plan	

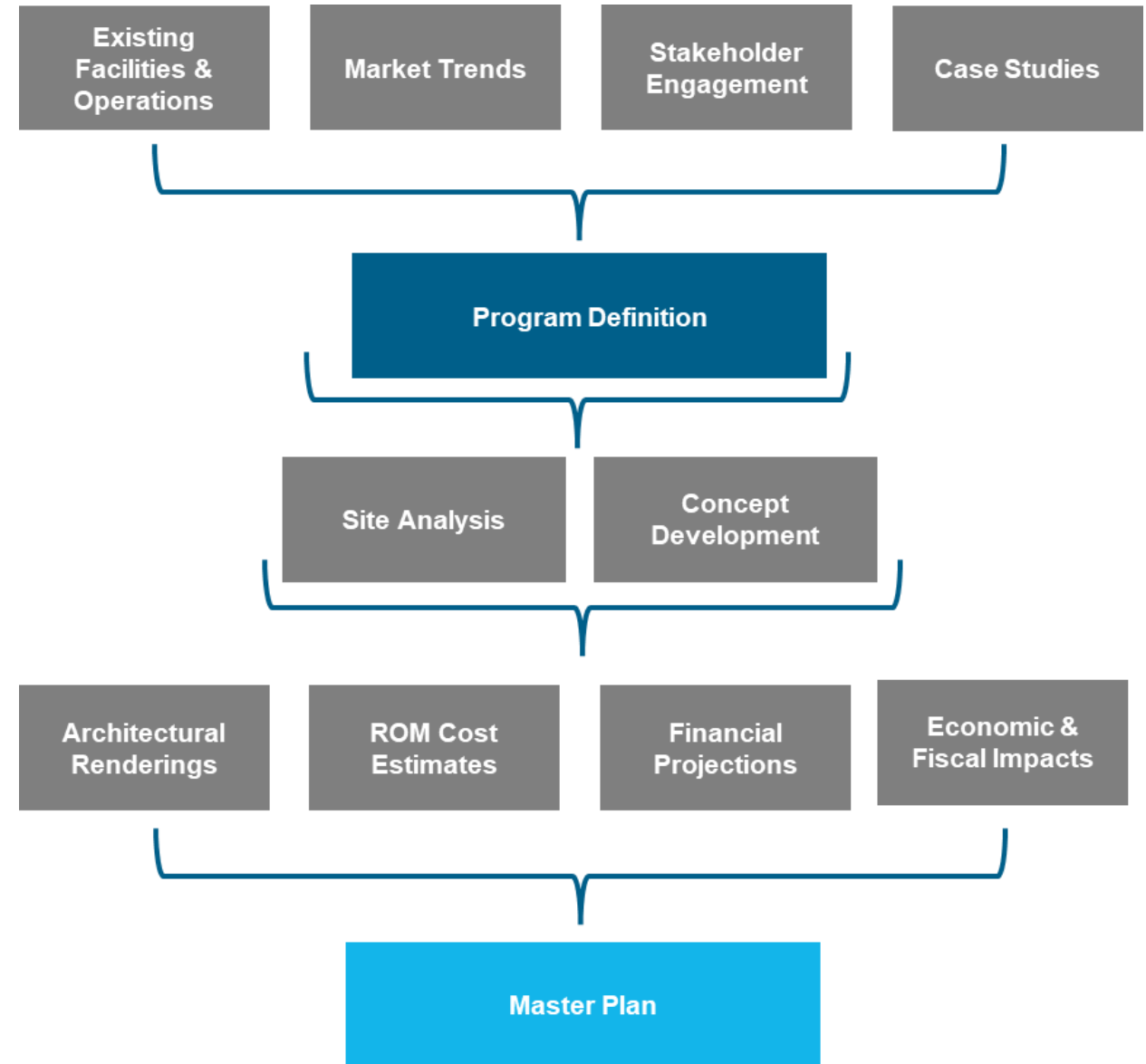
1. Key Objectives & Methodology

Moffat County is exploring the potential for a Multi-Use Events Center, and broader improvements to the Fairgrounds, to:

- Diversify County revenues and serve as an **economic development driver** that will draw visitors from outside of the local area, particularly given that there are very few venues like this in the region.
- Help to **offset the impact** of the closure of Tri-State Energy's coal mines and the Craig Station power plant, by 2028.

Key Objectives

1. **Maintain the core function of the Fairgrounds and facilitate the annual Fair and other major events, including Grand Old West Days (GOWD).**
2. **Increase year-round events, attendance, and revenue generation, to maximize the Fairgrounds' economic impact, and drive economic development and tourism.**



2. Existing Conditions - Operations



STAFF

- Very lean, competent and passionate staff
- Consider adding dedicated marketing, sales and booking, and sponsorship procurement functions



EXISTING TENANCIES & CONTRACTS

- Annually repeating events - Moffat County Fair, Grand Old West Days (GOWD), Moffat County High School Rodeo, and Rio Caromo lease agreement
- Tenancies and contracts do not provide any significant contribution to operating revenues – target 20-25% “known” revenues



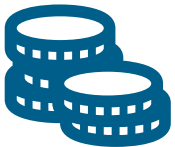
BOOKING, SALES, & MARKETING

- Existing social media accounts - no formal marketing plan, no record of lost/ turned-away business
- Opportunity for dedicated marketing staff to improve presence – websites optimization, analytics, sponsorships, cross-promotion, other advertising mediums, testimonials, “festivalization”



DEMAND

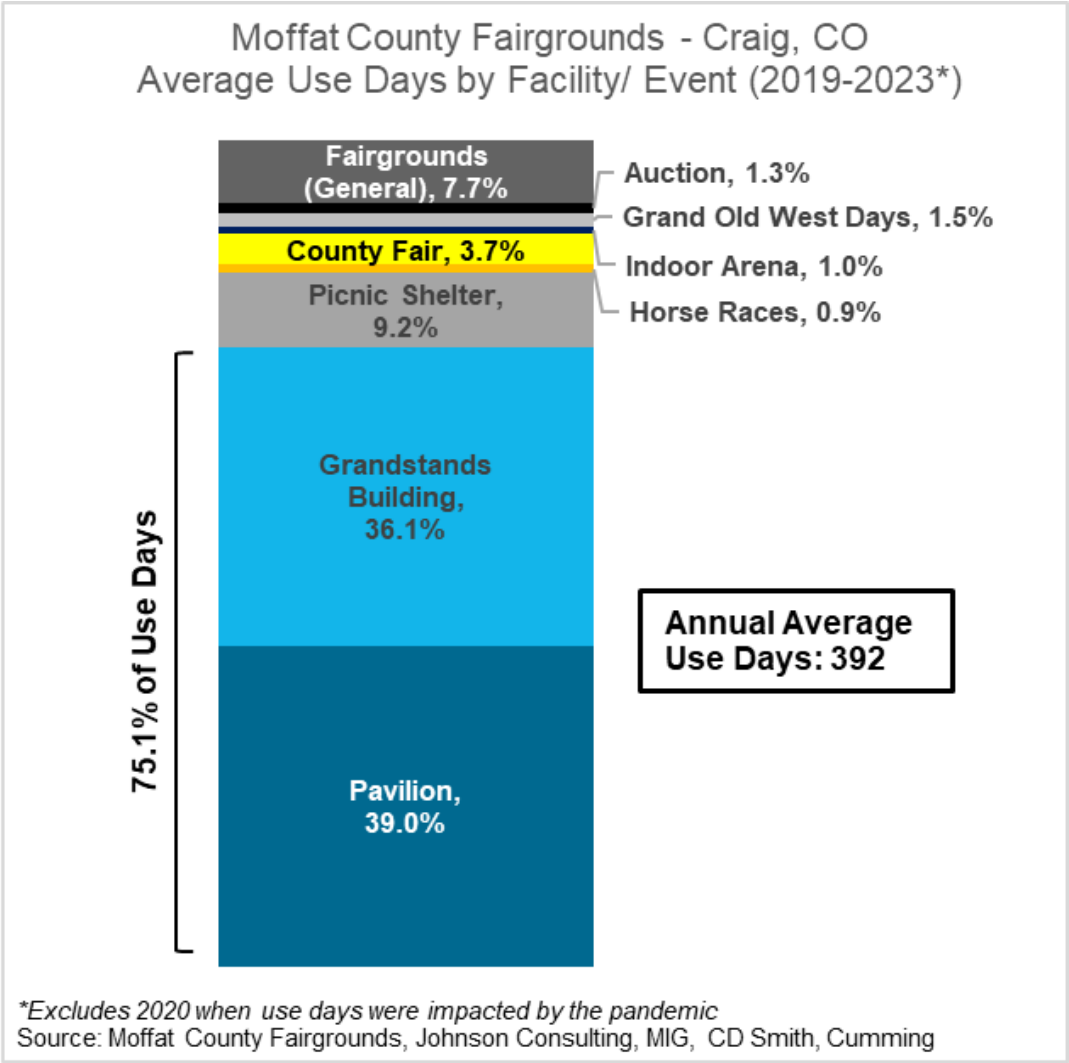
- Robust – 435 use days in 2022 and 434 in 2023, including Fair and GOWD
- Pavilion and Grandstand Building account for 75.1% annual use days – indicative of demand for indoor multi-purpose space



FINANCES

- Operates at a deficit – not uncommon but many Fairgrounds have dedicated funding sources
- County support for capital improvements, dedicated funds for Multi-Use Events Center, ARPA funds
- Complex rental fee structure – simplify to streamline communication with potential users

2. Existing Conditions – Utilization



Moffat County Fairgrounds - Craig, CO Use Days (2019-2023)						
Facility/ Event	2019	2020	2021	2022	2023	CAGR*
Pavilion	160	90	150	145	156	(0.8%)
Grandstands Building	128	86	103	169	166	9.1%
Picnic Shelter	35	31	40	40	29	(6.1%)
Horse Races	6	1	3	3	2	(30.7%)
County Fair	15	15	15	15	13	(4.7%)
Indoor Arena	-	-	-	7	8	-
Grand Old West Days	6	6	6	6	6	0.0%
Auction	3			8	4	10.1%
Fairgrounds (General)	2	16	27	42	50	192.4%
TOTAL	355	245	344	435	434	6.9%

*Compounded Annual Growth Rate 2019-2023 (excluding 2020 when use days were impacted by the pandemic)
Source: Moffat County Fairgrounds, Johnson Consulting, MIG, CD Smith, Cumming

- **High number of use days** – attendance is highest on event days (when both participants and spectators are present).
- Prevalence of 4H and animal activities reflects the core mission of the Fairgrounds.
- Opportunity to **expand or duplicate** more of the same types of events particularly in the typical closed season, and **attract new, diversified**, event types.

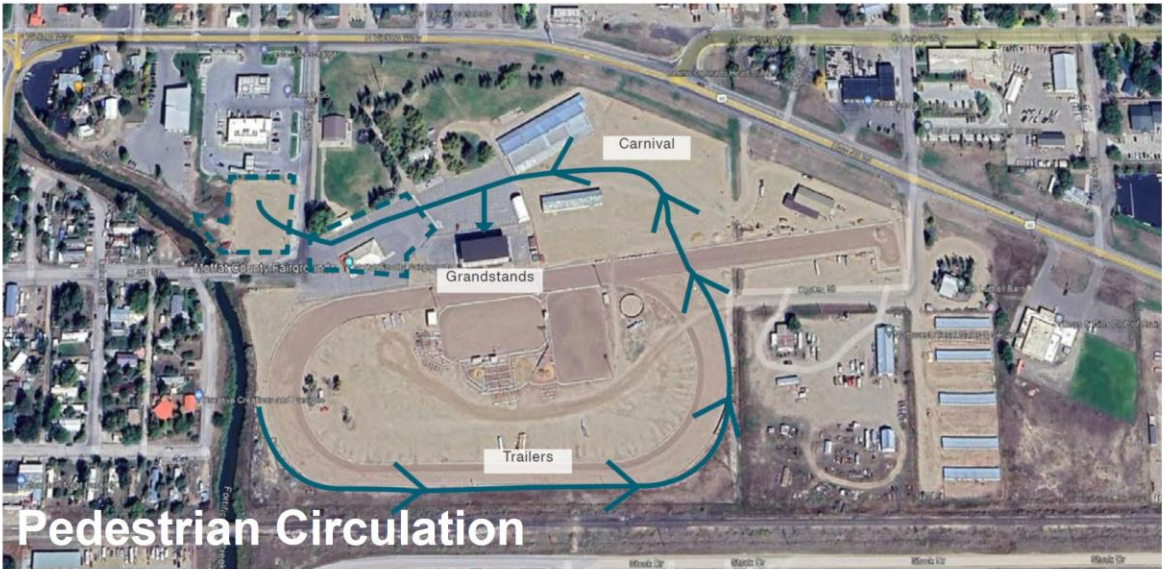
2. Existing Conditions – Site



MOFFAT COUNTY FAIRGROUNDS

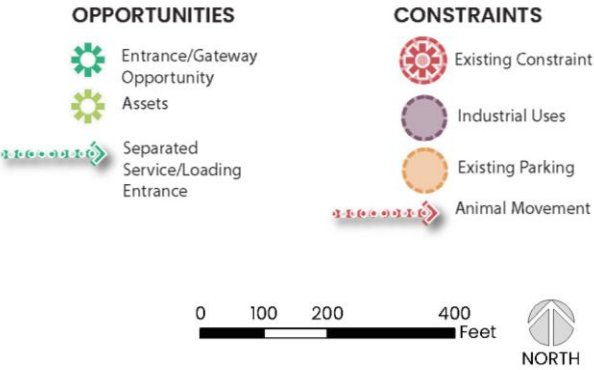
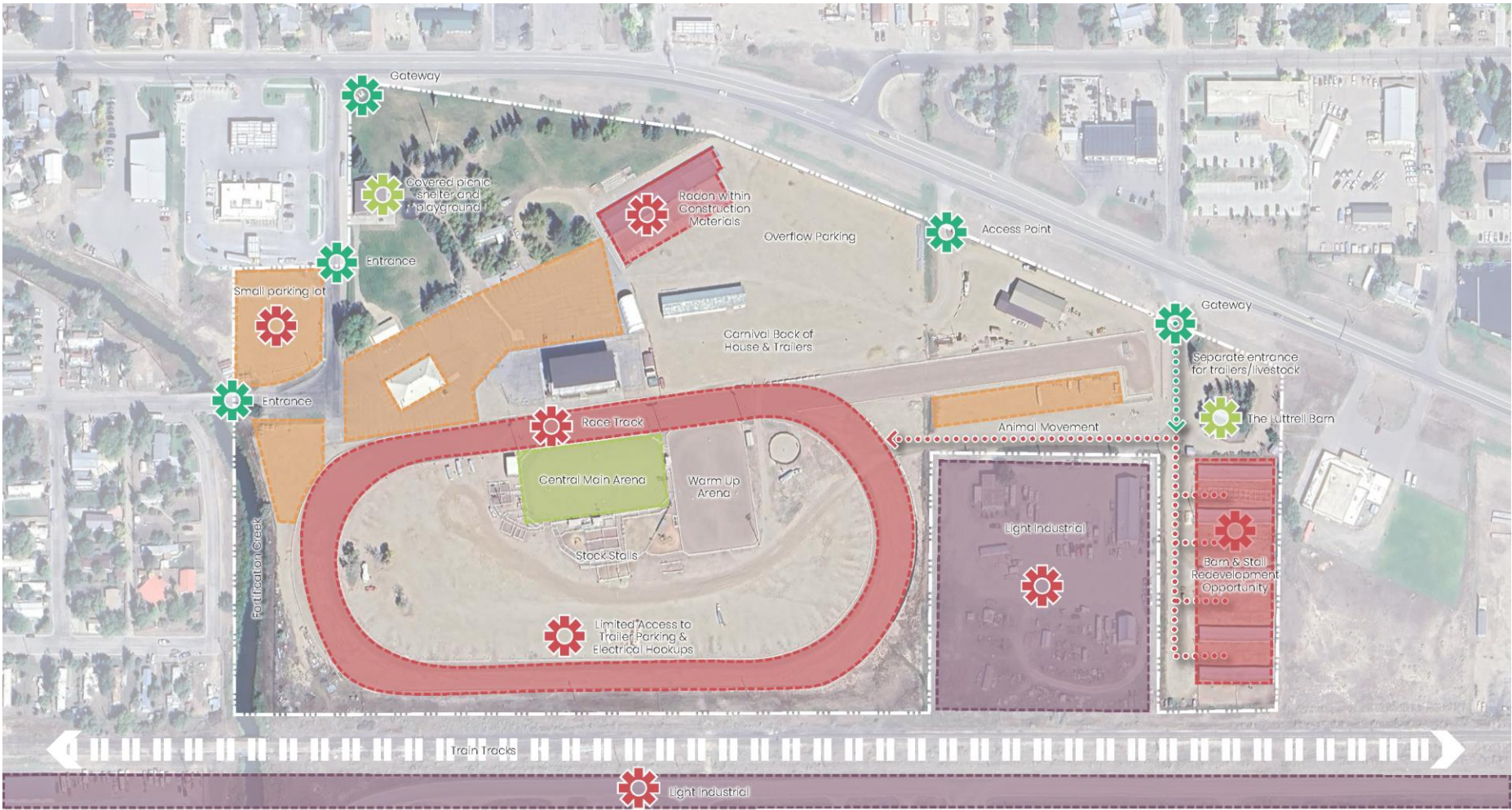


2. Existing Conditions – Site Analysis



Site Analysis was completed, reviewed and accepted in March 2024.

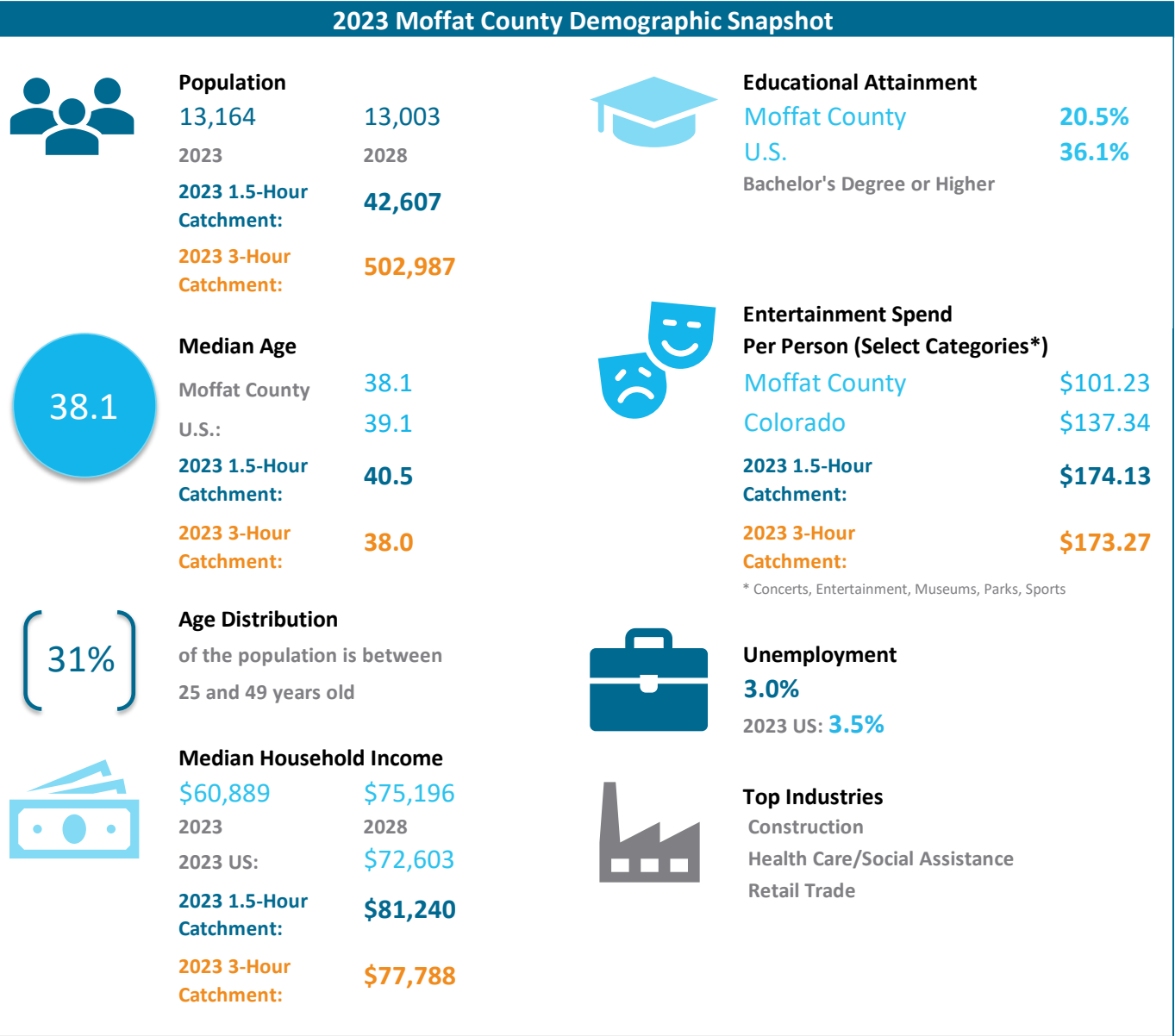
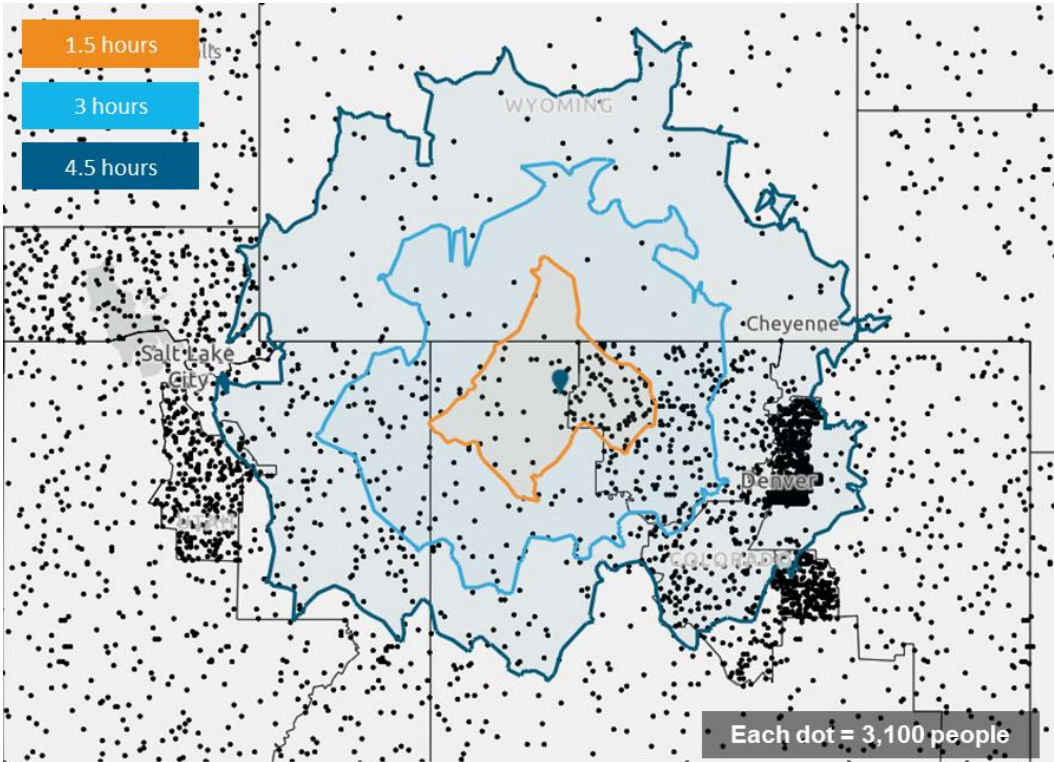
2. Existing Conditions – Opportunities/ Constraints



MOFFAT COUNTY FAIRGROUNDS

3. Market Analysis – Demographic Snapshot

- Moffat County has a fairly **small population base**.
- Access to significant population bases within a 1.5- and 3-hour (drive time) radius of the Fairgrounds, with much **greater propensity to spend** on entertainment/recreation.



Source: ESRI BAO, U.S. Bureau of Labor Statistics, Johnson Consulting, MIG, CD Smith, Cumming

3. Community Engagement - What We Heard

Moffat County...

Has a mission to promote what it already offers – attractions with potential to provide a unique experience

Has significant ecotourism potential

Lacks large year-round multi-purpose/ conference/ expo space - residents have to leave the community to host / attend events

Needs improved hotel inventory to support large events

Lacks good transportation connectivity - potential for a depot if passenger rail comes into Craig

Has a deficit of sports facilities (outdoor fields, indoor courts, swim/ dive facilities)

3. Community Engagement - What We Heard

Moffat County Fairgrounds...

Should be positioned as an economic driver with community benefit

Lacks large year-round multi-purpose/ expo space

Lacks updated equestrian/ livestock/ rough stock facilities

The Pavilion - the main space used for community events - has functional/ capacity limitations

Parking is a challenge

3. Community Engagement - What We Heard

A new Multi-Use Event Center...

Would provide the ability to have indoor year-round events at the Fairgrounds

Should be presented to the community as a true multi-use facility

Must ensure that ease of resident use is not lost (booking policies and cost)

Could be mutually beneficial to the Fair, by providing a larger and newer space with updated facilities/amenities

Will require updated equestrian/ livestock facilities (proximate stalls)

Will require more storage space and thoughtful parking/ trailer parking

May be limited by transportation (lack of ride-share options, year-round service to Hayden airport)

Could attract new equestrian and sports/ entertainment events to the market (skijoring, extreme trail riding, monster truck shows)

Could attract people from Steamboat and other regional areas to Moffat County – most residents work in Steamboat

Could accommodate youth sports – residents currently leave Craig

Potential for the arts community to utilize a new facility and expand their current events (such as the Holiday Artisan Market)

3. Community Engagement - What We Heard

Desired Programming and Demand Layers



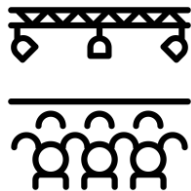
Equestrian Events



Community / Cultural Events



Conference / Expo / Trade Show / Consumer Show Events



Concerts / Entertainment



Ag Events



4H/ FFA Events



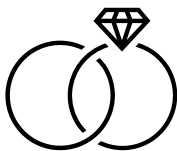
Enhanced Fair



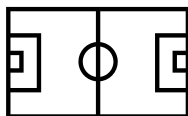
Agritourism



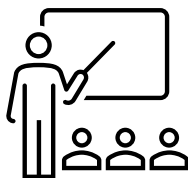
Extreme Trail Riding, Motorcycle Jumping, Skijoring, etc.



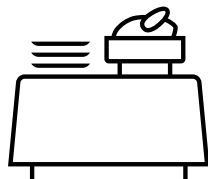
Weddings



Youth Sports



Education Programming/ Classrooms



Commercial Kitchen/ Catering/ Food Service



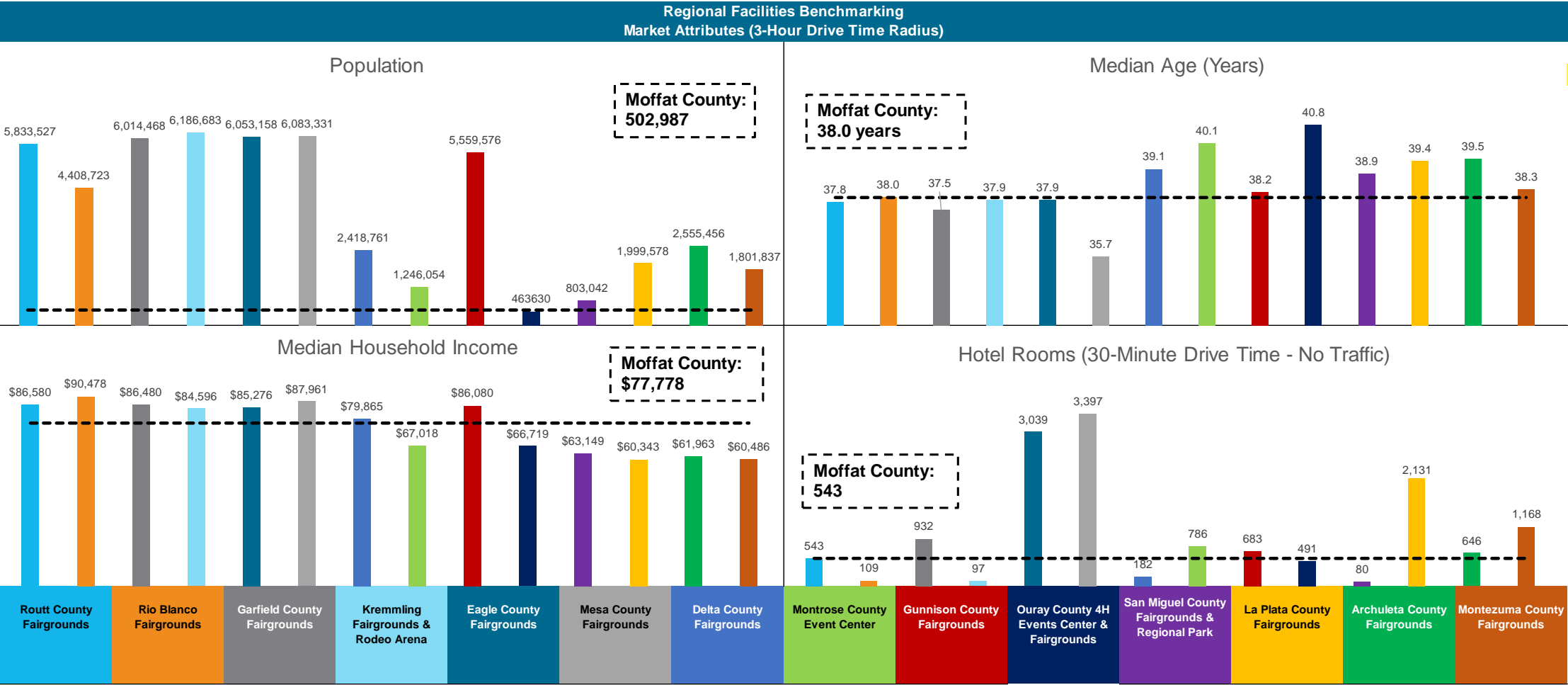
Flex Space



Parking

4. Regional Facilities

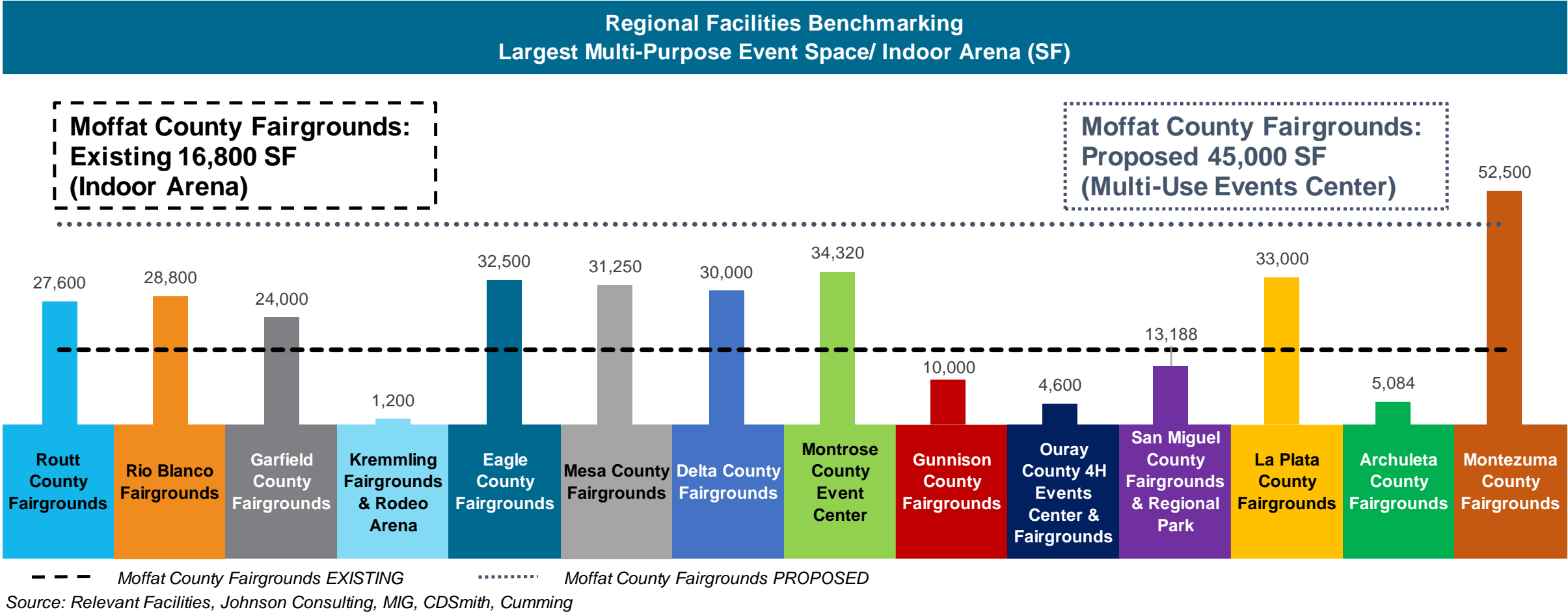
Benchmarking – Market Attributes



--- Moffat County Fairgrounds
Source: Esri, CoStar, Johnson Consulting, MIG, CDSmith, Cumming

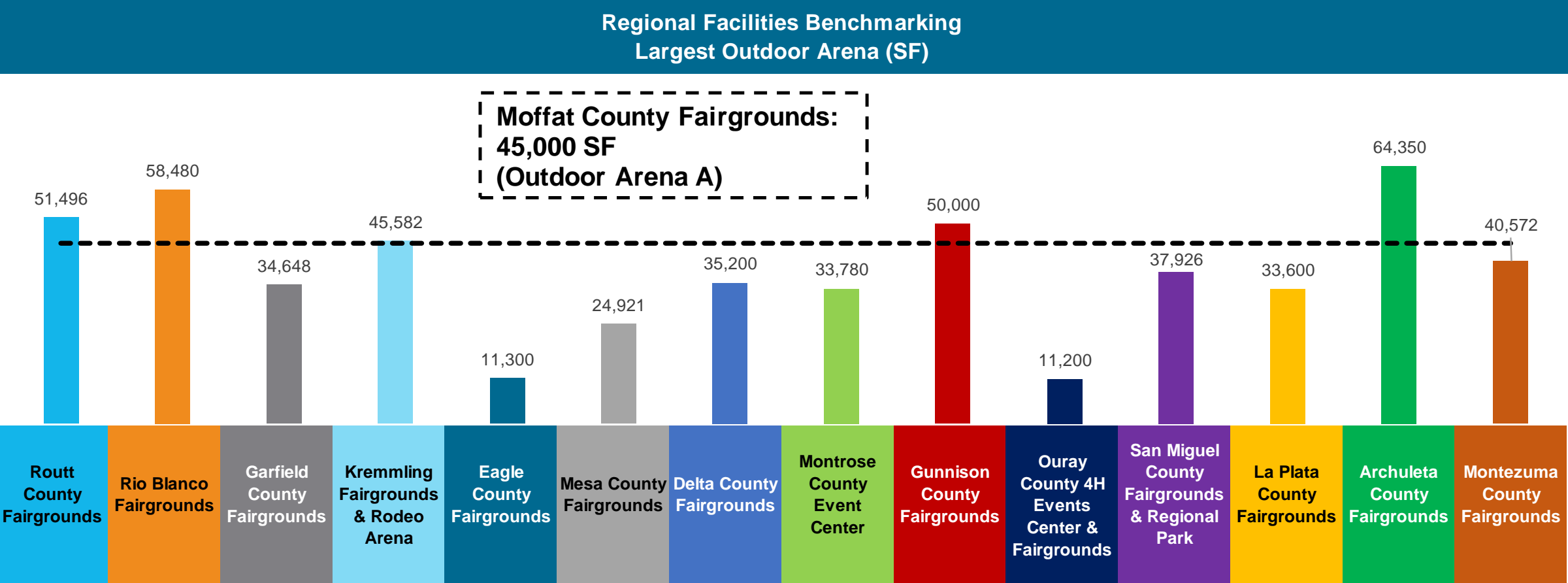
4. Regional Facilities

Benchmarking – Largest Multi-Purpose Event Space/ Indoor Arena



4. Regional Facilities

Benchmarking – Largest Outdoor Arena

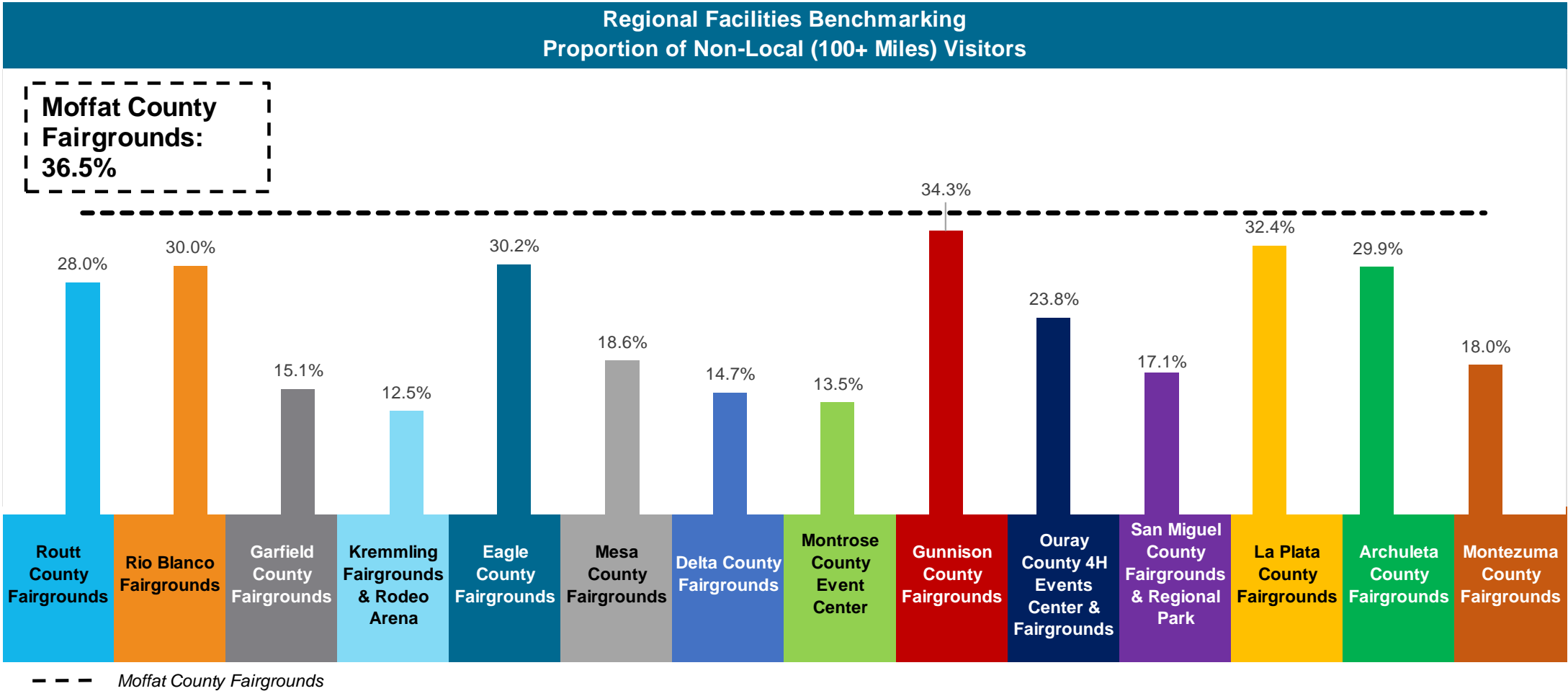


--- Moffat County Fairgrounds

Source: Relevant Facilities, Johnson Consulting, MIG, CDSmith, Cumming

4. Regional Facilities

Benchmarking - Visitors



Source: Placer.ai, Johnson Consulting, MIG, CDSmith, Cumming

4. Comparable Facilities

Key Characteristics of Comparable Facilities and Markets							
	Moffat County Fairgrounds		Western Park	Montrose County Event Center	Event Center at Archer	Garfield County Fairgrounds & Event Center	Sweetwater Events Complex
	EXISTING	PROPOSED					
Location	Craig, CO		Vernal, UT	Montrose, CO	Cheyenne, WY	Rifle, CO	Rock Springs, WY
Economic and Demographic Characteristics (2023)							
3-Hour Drive Time							
Population	502,987		976,812	445,834	5,260,920	516,450	2,284,839
Median Age (Years)	38.0		31.1	41.0	37.6	39.5	33.2
Median Household Income	\$77,788		\$79,583	\$67,889	\$87,713	\$75,177	\$81,719
Hotel Rooms (30-Minute Drive Time - No Traffic)	543		1,218	786	2,842	932	2,085
Facility Attributes							
Largest Multi-Purpose Event Space/ Indoor Arena (SF)	16,800	45,000	40,000	34,320	52,800	24,000	20,000
Capacity (Persons)	- (up to 1,250)	1,800 (up to 4,500)	1,500 Smaller Indoor Arena: 5,000	1,727 (up to 6,000)	1,164 (up to 2,164)	Limited Seating (2,000 standing)	1,500
Flooring Type	Dirt	Concrete	Concrete	Dirt	Concrete	Dirt	Dirt
Largest Outdoor Arena (SF)	45,000		43,000	33,780	51,000	34,638	30,000
Capacity (Persons)	1,800		6,500	1,500	2,000	2,000	5,000
Largest Expo/ Meeting Space (SF)	4,000	11,400	10,000	17,580	21,500	7,500	20,000
Permanent Stalls	120	300	160	196	98	148	983
RV Hookups	~30	~100	30	25	80	42	1,224
Racetrack	✓	Straight Track	✓	X	X	✓	✓
Amphitheater	X	X	✓	X	X	X	X
Commercial Kitchen	✓	✓	✓	✓	✓ (OVG360 Use)	✓	✓
Demand							
Annual Fair	Moffat County Fair (5 days/ 13 days of total use)		Uintah County Fair (4 days)	Montrose County Fair & Rodeo (10 days)	Laramie County Fair (11 days)	Garfield County Fair & Rodeo (9 days)	The Big Show (9 days)
Event Days	434	662	600	260 Indoor Arena: 130	160	Indoor Arena: 327	Indoor Arena: 246 Exhibit Hall: 87 Campus: 1,313 (use days)
Predominant Event Types	Rodeo/ Equestrian; Community; 4H	Rodeo/ Equestrian; Community; 4H; Meetings, Consumer Shows	Equestrian; Sports; Community; Entertainment; Consumer Shows	Rodeo/ Equestrian; 4H	Animal; Community; Consumer Shows; Sports/ Entertainment	Equestrian	Equestrian; 4H; Consumer Shows; Meetings; Social Events
2023 Non-Local* Visitors (%)	35.0%	n/a	28.2%	15.4%	21.3%	13.9%	37.5%

* Defined as visitors who live 100+ miles away

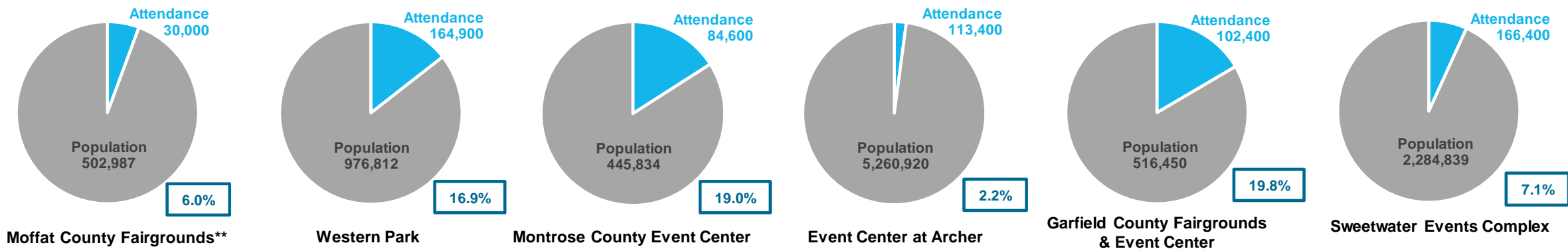
Source: Relevant Facilities, Esri, Placer.ai, Johnson Consulting, MIG, CD Smith, Cumming

4. Regional & Comparable Facilities – Summary of Observations



- Predominantly rural locations
- Moffat County Fairgrounds’ 3-hour (drive time) catchment is comparable to Montrose County Fairgrounds and Garfield County Fairgrounds & Event Center.
- Low penetration of 3-hour catchment area – 6.0 percent compared to 18.6 percent across comparable facilities
- Opportunity to achieve greater attendance with right mix of facility offerings and events

Penetration Rate* of Population Base (within 3-Hour Drive Time Catchment) - Moffat County Fairgrounds vs. Comparable Facilities (2023)



AVERAGE PENETRATION RATE*** (ATTENDANCE PER POPULATON) = 18.6%

*Penetration rate calculated by dividing attendance (visits sourced from Placer.ai) by total population within catchment area (sourced from ESRI)

**Reflects estimate for Moffat County Fairgrounds (sourced from Placer.ai)

***Average penetration rate excludes Event Center at Archer and Sweetwater Events Complex which are outliers in terms of total population base

Source: Placer.ai, ESRI, Johnson Consulting, CD Smith, MIG, Cumming

4. Regional & Comparable Facilities – Summary of Observations



OWNERSHIP/ MANAGEMENT

- All County-owned/ operated
- Moffat County Fairgrounds has smallest staff – average 8



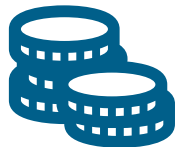
FACILITIES

- All have 1+ Indoor Arena, supplemented by Outdoor Arena(s)
- Many have dedicated multi-purpose (non-dirt) space of varying scale
- Moffat County Fairgrounds has 2nd largest Outdoor Arena but by far the smallest indoor space
- Combination of these facilities correlates with higher utilization



DEMAND

- Moffat County Fairgrounds reports relatively high number of use days
- Attracts 2nd highest proportion of non-local visitors (100+ miles) – 36.5 percent
- Reflects regional drawer – high-impact events currently include GOWD, State competitions (Colorado High School and Middle School Rodeo Finals) and the National Omoksee Championship - established reputation as a high-quality rodeo and equestrian facility, and lack of facilities in local market



REVENUES & EXPENSES

- All operate at a deficit except Western Park
- Moffat County Fairgrounds has lowest deficit but also lowest revenues – opportunity for growth
- Operating deficits are not uncommon – value in economic impact and community benefit

4. Regional & Comparable Facilities – Summary of Observations



RENTAL RATES

- \$1,000 per day = upper threshold for individual facility
- All offer varied rates for private/ commercial and non-profit/ government
- Moffat County Fairgrounds is the only facility that offers discounted rates for County residents – merit in serving local community and maximizing utilization vs. added complexity in terms of pricing communication



FUNDING

- Funding support for Moffat County Fairgrounds limited to capital projects
- All facilities receive General Fund support for capital projects and ongoing operations
- Western Park has dedicated sales tax support
- Sweetwater Events Complex has dedicated property tax support

- The most successful facilities are those that are **thoughtfully designed**, with a target market in mind, while also being able to adapt to **respond to changing demographics and market dynamics**.
- Moffat County Fairgrounds **benefits from proximity to WY and UT borders**; Regional facilities do not offer indoor space of the scale nor quality contemplated for the Multi-Use Events Center.
- Supplementing equestrian-focused/ ag and animal facilities with multi-purpose space has enabled many comparable facilities to expand their **demand calendars** and generate **additional revenues**. Notwithstanding this, operating deficits are not uncommon.
- Key is to **establish ongoing and reliable funding sources** and define resources to attract sponsorships, donations and other forms of support.

5. Strategic Recommendations

TOP OPPORTUNITIES TO IMPROVE MOFFAT COUNTY FAIRGROUNDS:

- Develop a **Multi-Use Events Center** that can provide greater event flexibility and opportunities for year-round activities - 45,000 SF (300' x 150') concrete arena floor, with seating for 1,800 spectators, supplemented by ~15,000 SF of **dedicated conference/ meeting space**.
- Develop an **indoor warm-up arena and stall barn** (~200 stall capacity) attached to the Multi-Use Events Center.
- Create a more **campus-like environment** through improved public spaces and landscaping; Redesign the primary site entrances to create **strong community gateways**; and Create a cohesive and navigable **wayfinding** system.
- **Decommission the racetrack** and reconfigure to create a straight track (60' x 390') in front of the Grandstand; and Improve and enhance the Grandstand.
- Upgrade, improve and provide additional **RV campsites; Address parking issues**; and Provide additional storage on the site.
- Re-skin the existing Indoor Arena and remove the existing Pavilion.
- Expand staffing to include **dedicated marketing, sales and booking, and/ or sponsorship procurement functions**. This will be particularly important in the initial years prior to opening of the new Multi-Use Events Center.































5. Strategic Recommendations

Summary of Recommendations

Each of the opportunities identified above, including facility-specific uses and campus improvements, **responds to the Fairgrounds’ mission, market demand or community needs**, or a combination of these factors.

The intent is to **create cohesive uses and dedicated facility offerings** that appeal to specific user groups, while **working synergistically** with other uses to create a critical mass of facility offerings to support current users, attract new users, and ensure year-round utilization of the Fairgrounds campus.

The recommended facility and site strategies will also serve to support the annual Fair and GOWD and encourage them to grow and draw visitors from a broader catchment.

	Mission-Driven	Community-Driven	Market-Driven
New Multi-Use Events Center			
Re-Skin Indoor Arena			
Remove Pavilion			
Additional Stalls & Warm-Up/ Practice Arenas			
Grandstand Improvements			
Decommission Racetrack (Maintain Short Track)			
Additional RV Spaces			
Address Parking Issues			
Cohesive Thematics			
Strong Community Gateways			
Enhanced Wayfinding			
Enhanced Campus Environment			
Acquire Industrial Property			
Marketing & Sponsorship Procurement Functions			

5. Strategic Recommendations - Site Concept



5. Strategic Recommendations - Phasing



Phase 1 Plan

Legend

- Buildings
- Landscaping
- Gravel
- Plaza
- Parking and Roads
- Concrete
- Arena Addition

5. Strategic Recommendations - Phasing



Phase 2 Plan

Legend

- Buildings
- Landscaping
- Gravel
- Plaza
- Parking and Roads
- Concrete
- Arena Addition



5. Strategic Recommendations - Phasing



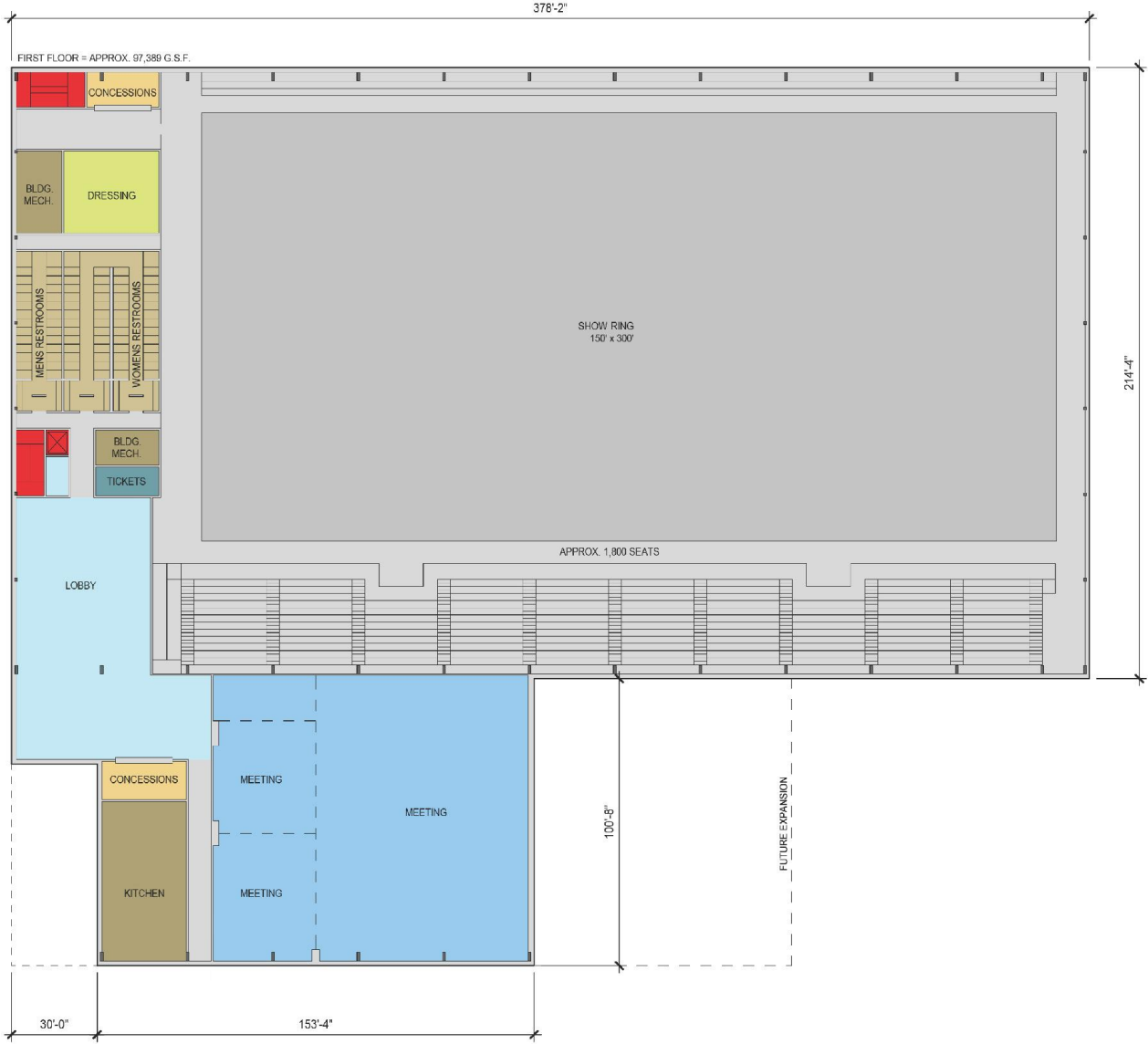
Phase 3 Plan

Legend

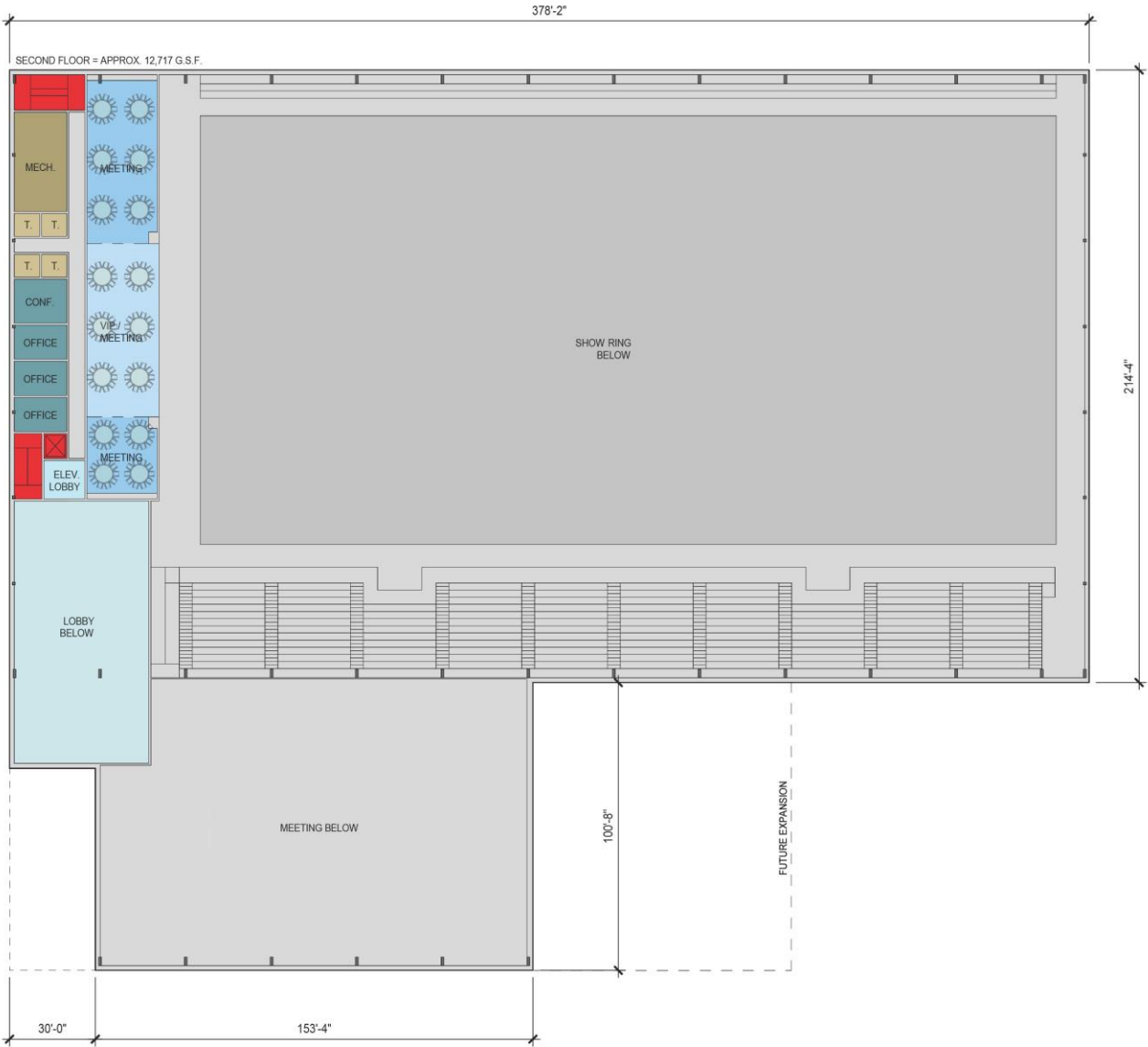
- Buildings
- Landscaping
- Gravel
- Plaza
- Parking and Roads
- Concrete
- Arena Addition



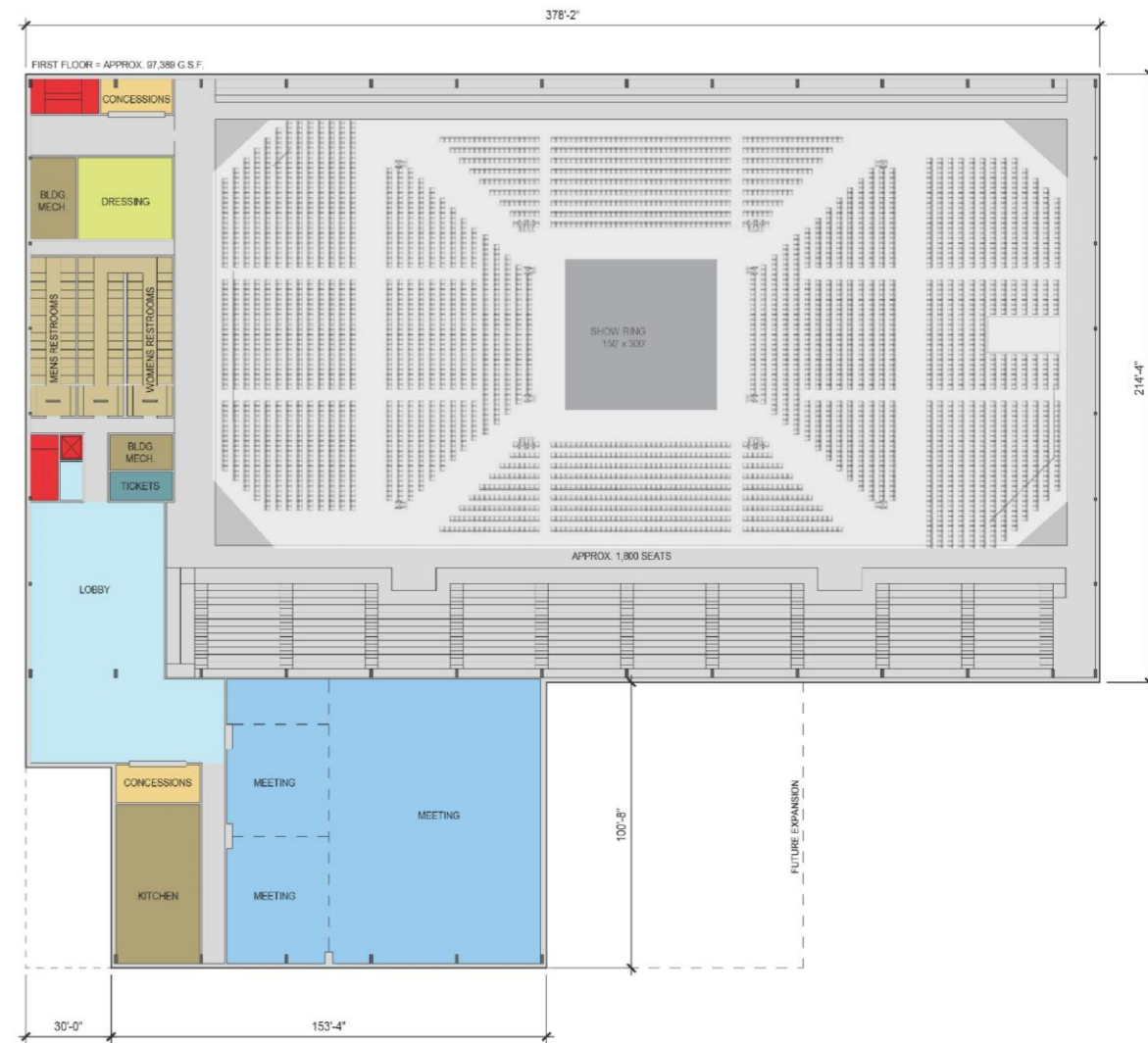
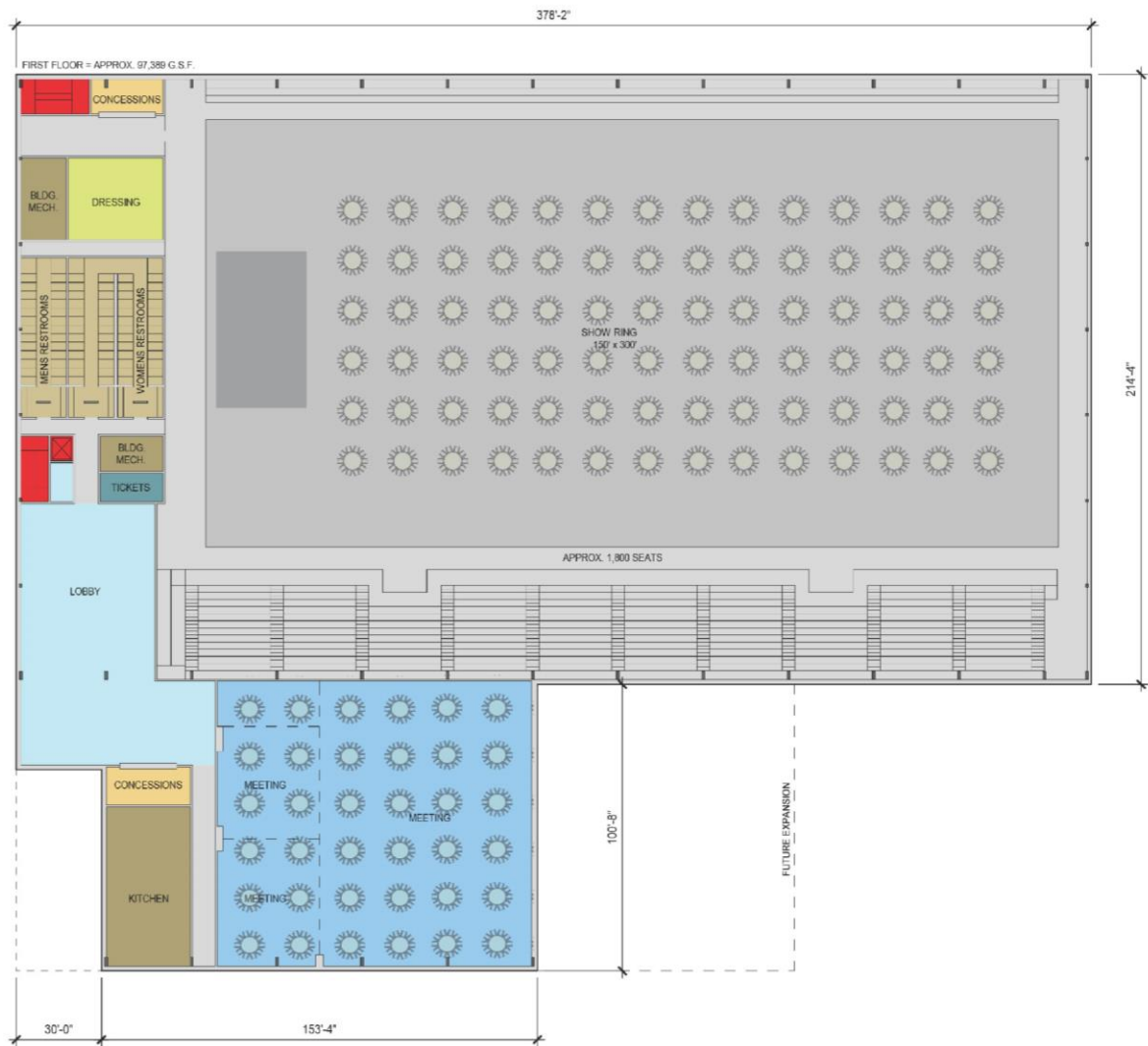
5. Strategic Recommendations - Building Layout



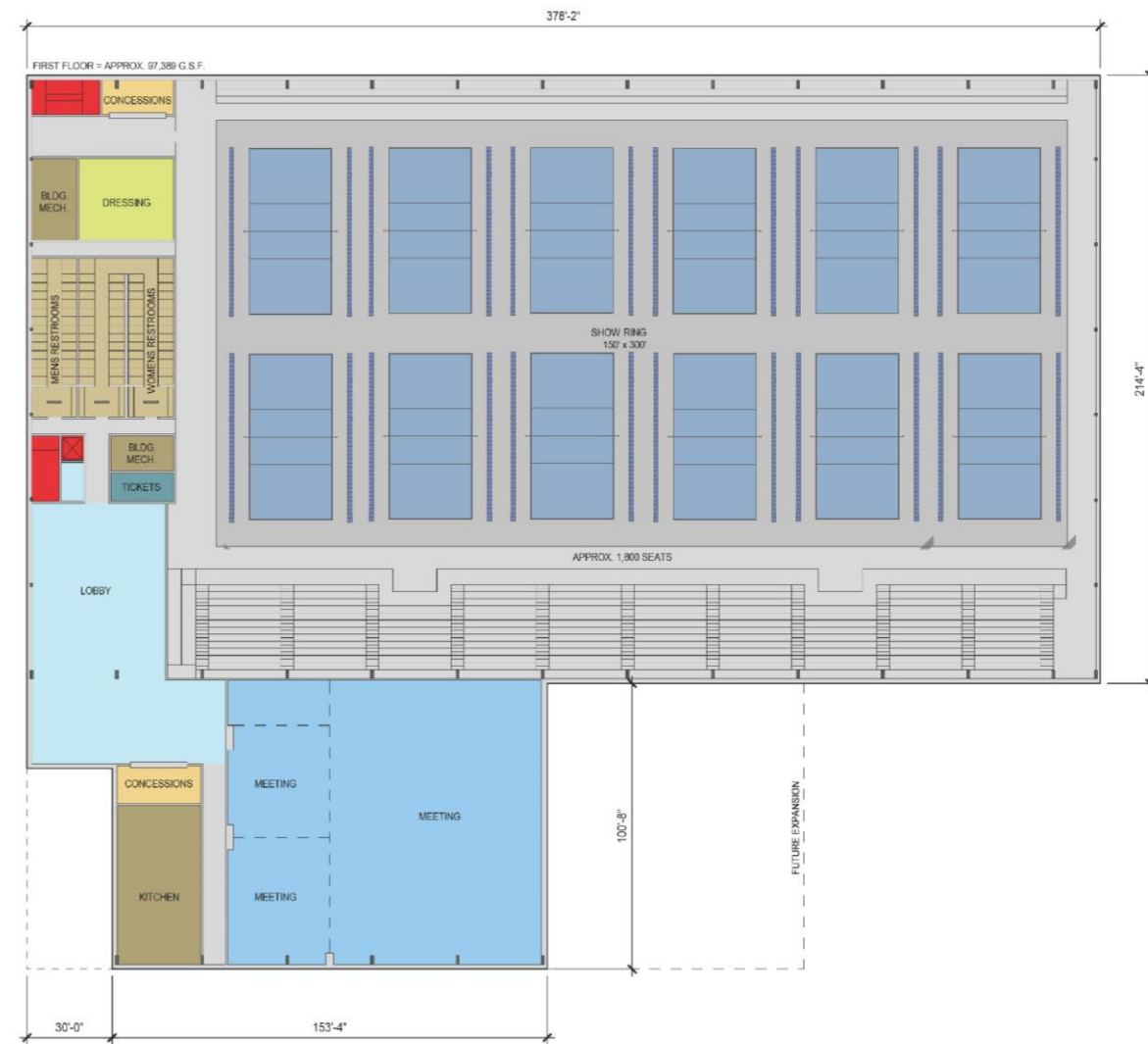
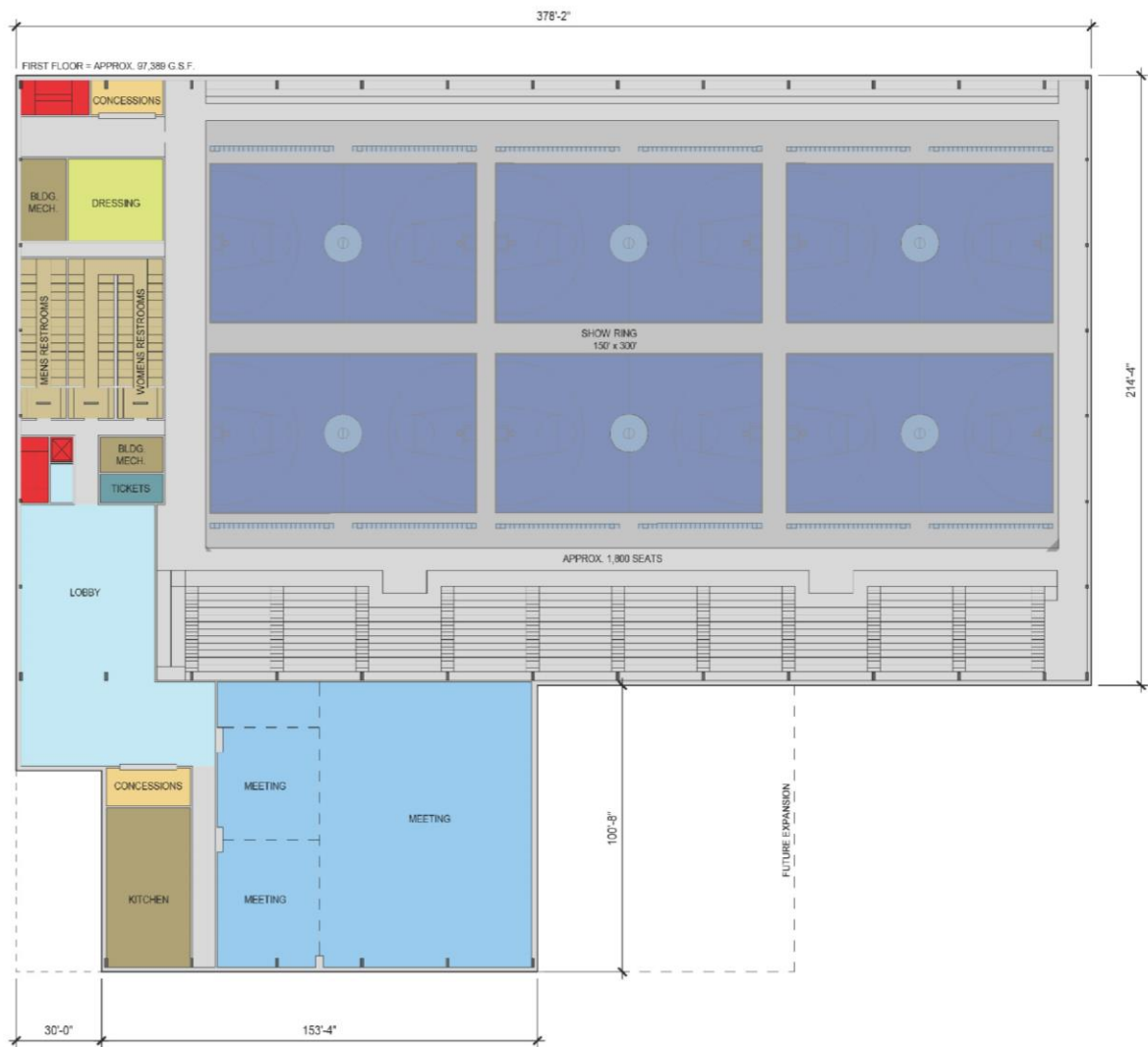
5. Strategic Recommendations - Building Layout



5. Strategic Recommendations - Example Event Layouts



5. Strategic Recommendations - Example Event Layouts



5. Strategic Recommendations - Conceptual Aerial Renderings

BEFORE



5. Strategic Recommendations - Conceptual Aerial Renderings

AFTER



5. Strategic Recommendations - Conceptual Perspective Renderings

BEFORE
GATEWAY



5. Strategic Recommendations - Conceptual Perspective Renderings

AFTER
GATEWAY



5. Strategic Recommendations - Conceptual Perspective Renderings

BEFORE
PLAZA



5. Strategic Recommendations - Conceptual Perspective Renderings

AFTER
PLAZA



5. Strategic Recommendations - Conceptual Building Renderings



5. Strategic Recommendations - Conceptual Building Renderings



5. Strategic Recommendations - Conceptual Building Renderings



5. Strategic Recommendations - Conceptual Building Renderings

RENDERING AT ENTRY

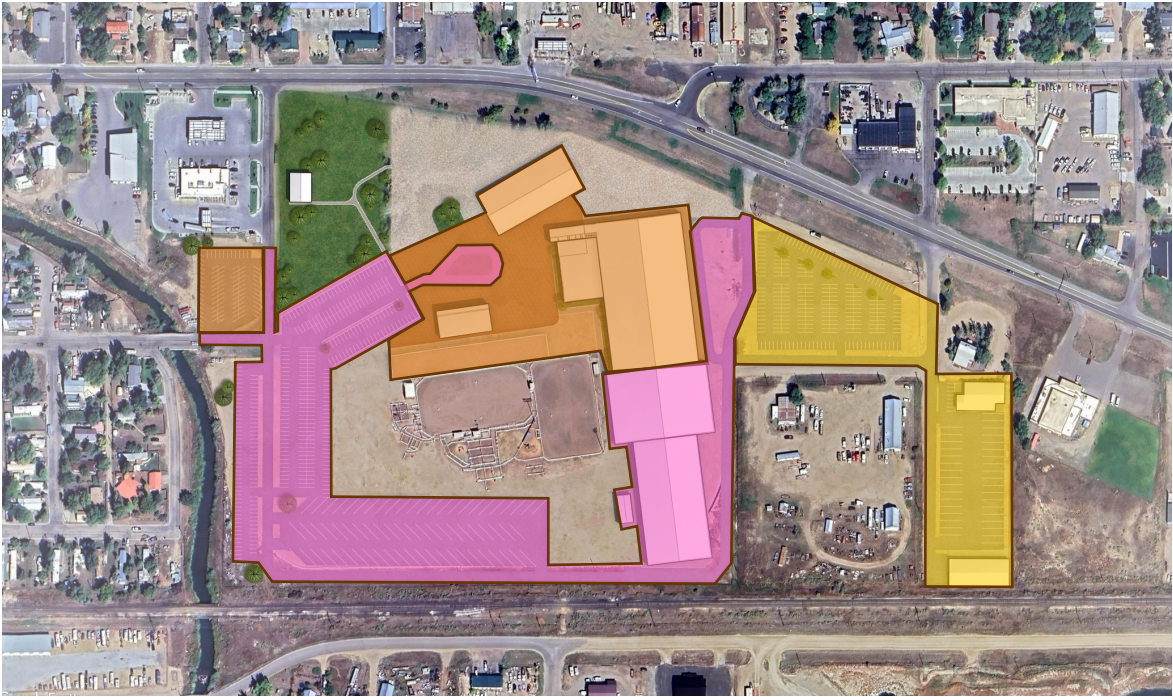


6. Key Performance Metrics - Probable Cost Estimates

Moffat County Fairgrounds Master Plan Estimate of Probable Costs					
	\$/ SF	Phase 1	Phase 2	Phase 3	TOTAL
PROGRAM ELEMENTS					
- New Construction/ Renovation		Multi-Use Events Center; Indoor Arena; Plaza/ Flex Space; Small Animal Barn (Relocation)	Warm-Up Arena; Stall Barn; Holding Pens; Parking	Grandstand; Fair Office (Relocation); Storage; Parking	
- Demolition		Hog Barn; Racetrack	Pavilion	Existing Stall Barns	
PROBABLE COSTS					
Demolition & Site Prep	\$11	\$456,626	\$1,959,038	\$500,848	\$2,916,512
New Buildings & Structures	\$150	\$27,820,939	\$11,406,735	\$422,945	\$39,650,618
Hard Scapes	\$25	\$1,713,336	\$3,403,975	\$1,587,353	\$6,704,664
Soft Landscaping	\$4	\$962,342	\$125,667	\$0	\$1,088,009
Site Fixtures, Fittings & Furnishings	\$6	\$1,255,828	\$320,728	\$0	\$1,576,556
Site Lighting	\$4	\$537,500	\$322,500	\$215,000	\$1,075,000
Utilities	\$28	\$3,262,120	\$3,647,720	\$343,360	\$7,253,200
Subtotal	\$229	\$3,262,120	\$3,647,720	\$343,360	\$7,253,200
General Conditions & Requirements	\$13	\$2,070,500	\$1,218,216	\$176,497	\$3,465,212
Phasing Premium	\$3	\$457,000	\$268,900	\$39,000	\$764,900
Insurance	\$6	\$963,400	\$566,800	\$82,100	\$1,612,300
Contractor's Fee	\$13	\$1,975,000	\$1,162,000	\$168,400	\$3,305,400
Design Contingency	\$53	\$8,294,900	\$4,880,500	\$707,100	\$13,882,500
Total Estimated Construction Cost (2024 \$)	\$316	\$49,769,490	\$29,282,779	\$4,242,603	\$83,294,871
Escalation to MOC		\$1,482,260	\$2,043,426	\$465,764	\$2,480,730
Total Estimated Construction Cost (Escalated)		\$51,251,750	\$31,326,204	\$4,708,367	\$85,775,601
FF&E Allowance		\$3,310,000	\$500,000	\$200,000	\$4,010,000

Key Assumptions & Exclusions: Design, bid, build; Phased construction excluded; Flat site assumed; Excavated materials to be spread on site; All buildings are pre-engineered systems; Project soft costs excluded; Hazardous materials excluded; Utility installation assumed; Future use areas excluded; Fairgrounds manager shop & Luttrell barn

Source: Johnson Consulting, MIG, CD Smith, Cumming



Phase 1 (Year 1) Phase 2 (Year 3) Phase 3 (Year 5)

6. Key Performance Metrics - Demand Projections

Projected Use Days

Moffat County Fairgrounds - Craig, CO Projected Incremental Use Days										
	PHASE 1		PHASE 2		PHASE 3					
First Full Year of Operation	Year 1		Year 3		Year 5					
PROGRAM ELEMENTS	Multi-Use Events									
- New Construction/ Renovation	Center; Indoor Arena; Plaza/ Flex Space; Small Animal Barn (Relocation)		Warm-Up Arena; Stall Barn; Holding Pens; Parking		Grandstand; Fair Office (Relocation); Storage; Parking					
- Demolition	Hog Barn; Racetrack		Pavilion		Existing Stall Barns					
ROM COST ESTIMATE (\$M)*	\$51.3		\$31.3		\$4.7					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Exhibit Events										
Conventions/ Trade Shows	12	12	16	20	24	24	24	24	24	24
Consumer Shows/ Specialty Shows	15	15	20	25	30	30	30	30	30	30
Subtotal Exhibit Events	27	27	36	45	54	54	54	54	54	54
Ag-Related Events										
Fair	13	13	13	13	13	13	13	13	13	13
GOWD	6	6	6	6	6	6	6	6	6	6
Animal Shows/ Auctions	6	7	10	11	14	14	16	16	16	16
Rodeo/ Equestrian Events	28	28	35	35	41	41	45	45	45	45
4-H & FFA Events	5	5	10	10	14	14	14	14	14	14
Farmers / Flea/ Vintage Market	2	2	4	4	6	6	6	6	6	6
Subtotal Ag-Related Events	60	61	78	79	94	94	100	100	100	100
Community and Social Events										
Meetings	100	120	120	150	150	150	150	150	150	150
Banquets	12	12	18	18	24	24	24	24	24	24
Entertainment/ Concerts/ Festivals/ Sports	9	9	12	15	19	19	19	19	19	19
Community and Other Events	16	16	19	19	23	23	23	23	23	23
Subtotal Community and Social Events	137	157	169	202	216	216	216	216	216	216
Total (Excluding Fair & GOWD)	205	226	264	307	345	345	351	351	351	351
Less Transferred Use Days*	86	86	164	164	164	164	164	164	164	164
Total Incremental Use Days (Excluding Fair & GOWD)	119	140	100	143	181	181	187	187	187	187
Baseline Use Days (2023)	434	434	434	434	434	434	434	434	434	434
Total Use Days (Including Fair & GOWD)	553	574	534	577	615	615	621	621	621	621

*Assumes 50% of event days at the Pavilion and 100% of event days at Indoor Arena will transfer to new Multi-Use Events Center in Years 1 & 2; and almost all event days at the Pavilion will transfer to the new Multi-Use Events Center upon demolition of the Pavilion.

**Construction Cost inclusive of contingency and escalation

Source: Johnson Consulting, MIG, CD Smith, Cumming

- Following completion of all Master Plan improvements (Year 5), total use days are projected to stabilize at **615 use days** (including baseline use days and the annual Fair and GOWD).
- Projections assume a mix of single- and multi-day events, and are consistent with comparable facilities.

6. Key Performance Metrics - Demand Projections

Projected Attendance

Moffat County Fairgrounds - Craig, CO Projected Attendance										
	PHASE 1		PHASE 2		PHASE 3					
First Full Year of Operation	Year 1		Year 3		Year 5					
PROGRAM ELEMENTS	Multi-Use									
- New Construction/ Renovation	Events Center; Indoor Arena; Plaza/ Flex Space; Small Animal Barn (Relocation)		Warm-Up Arena; Stall Barn; Holding Pens; Parking		Grandstand; Fair Office (Relocation); Storage; Parking					
- Demolition	Hog Barn; Racetrack		Pavilion		Existing Stall Barns					
ROM COST ESTIMATE (\$M)**	\$51.3		\$31.3		\$4.7					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Exhibit Events										
Conventions/ Trade Shows	4,050	4,050	5,700	7,020	8,380	8,520	8,660	8,800	8,940	9,080
Consumer Shows/ Specialty Shows	5,300	5,300	6,900	8,950	11,080	11,320	11,560	11,800	12,040	12,280
Subtotal Exhibit Events	9,350	9,350	12,600	15,970	19,460	19,840	20,220	20,600	20,980	21,360
Ag-Related Events										
Fair	5,100	5,200	5,300	5,410	5,550	5,690	5,830	5,980	6,130	6,280
GOWD	9,690	9,880	10,080	10,280	10,540	10,800	11,070	11,350	11,630	11,920
Animal Shows/ Auctions	2,400	2,870	4,200	4,730	6,160	6,300	7,360	7,520	7,680	7,840
Rodeo/ Equestrian Events	16,800	17,080	21,700	22,050	26,650	27,470	31,050	31,950	32,850	33,750
4-H & FFA Events	1,500	1,500	3,000	3,100	4,480	4,620	4,760	4,900	5,040	5,180
Farmers / Flea/ Vintage Market	600	600	1,200	1,240	1,920	1,980	2,040	2,100	2,160	2,220
Subtotal Ag-Related Events	36,090	37,130	45,480	46,810	55,300	56,860	62,110	63,800	65,490	67,190
Community and Social Events										
Meetings	2,000	2,400	2,400	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Banquets	1,800	1,800	2,700	2,700	3,600	3,600	3,600	3,600	3,600	3,600
Entertainment/ Concerts/ Festivals/ Sports	7,400	7,400	9,820	12,340	15,960	16,500	17,040	17,580	18,120	18,660
Community and Other Events	4,800	4,800	5,700	5,890	7,360	7,590	7,820	8,050	8,280	8,510
Subtotal Community and Social Events	16,000	16,400	20,620	23,930	29,920	30,690	31,460	32,230	33,000	33,770
Total	61,440	62,880	78,700	86,710	104,680	107,390	113,790	116,630	119,470	122,320
Less Baseline Attendance at Transferred Events*	3,210	3,210	6,130	6,130	6,130	6,130	6,130	6,130	6,130	6,130
Less Baseline Attendance at Fair & GOWD	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500
Total Incremental Attendance	43,730	45,170	58,070	66,080	84,050	86,760	93,160	96,000	98,840	101,690
Baseline Attendance (Including Fair & GOWD)	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Total Attendance (Including Fair & GOWD)	73,730	75,170	88,070	96,080	114,050	116,760	123,160	126,000	128,840	131,690

*Reflects estimated 2023 attendance at events other than Fair & GOWD of 15,500 persons, equating to an average of 37 persons per use day and 86 transferred use days in Year 1 & 2, and 164 transferred use days in Year 3 onwards.

**Construction Cost inclusive of contingency and escalation

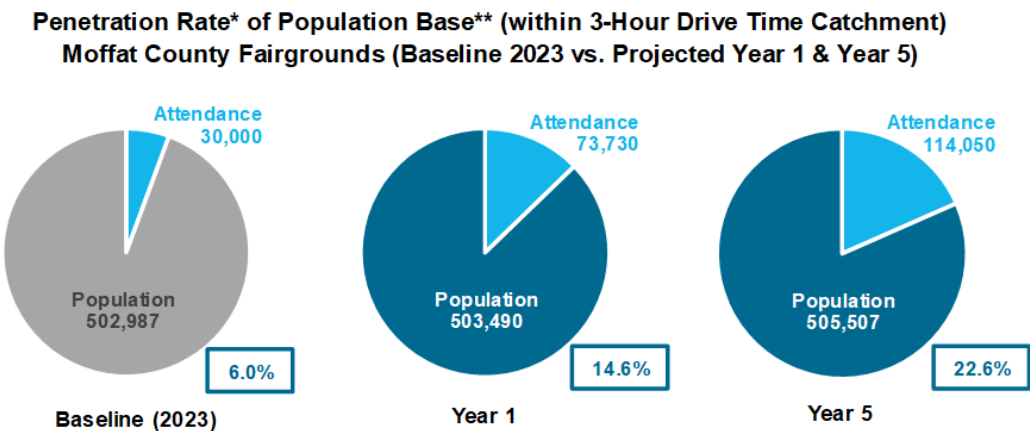
Source: Johnson Consulting, MIG, CD Smith, Cumming

- Total attendance is projected to be **114,050 persons** in Year 5 (upon completion of all Master Plan improvements), including 64,050 incremental attendees.

6. Key Performance Metrics - Demand Projections

Penetration Analysis

- Moffat County Fairgrounds will achieve a **penetration rate of 22.6 percent** in Year 5 – slightly higher than comparable facilities (18.6 percent) reflecting the scale and quality of recommended improvements.

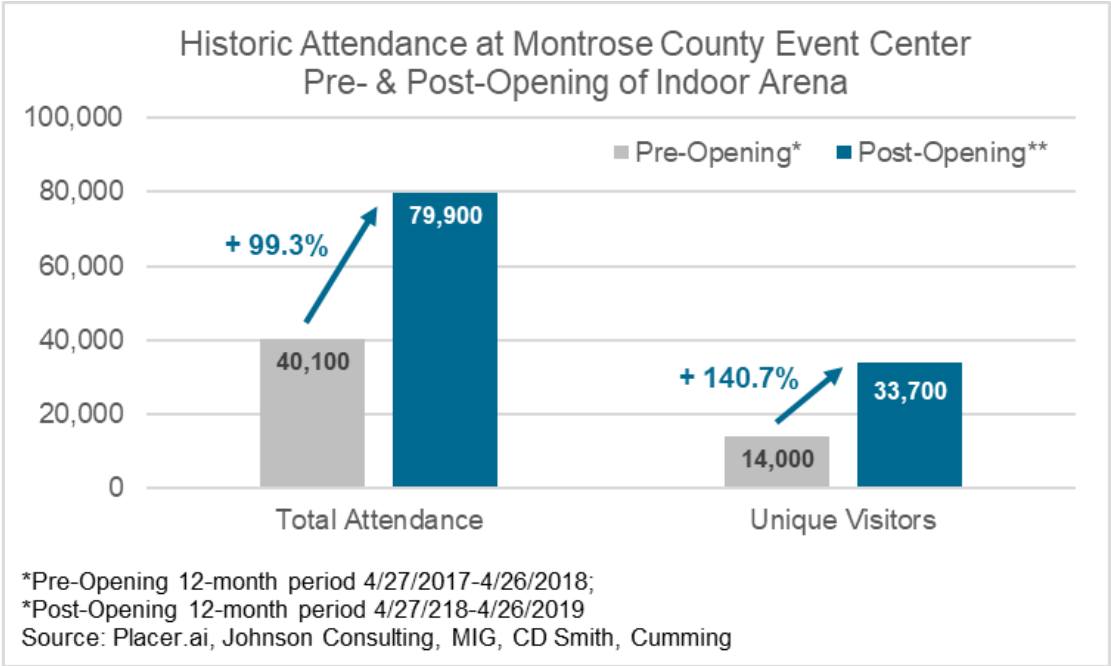


AVERAGE PENETRATION RATE* (ATTENDANCE PER POPULATION) = 18.6%**

*Penetration rate calculated by dividing attendance by total population within catchment area (sourced from ESRI)
**Population base is assumed to grow at an annual rate of 0.1 percent (based on projections sourced from ESRI)
***As previously shown, includes average penetration rates of Western Park, Montrose County Event Center, and Garfield County Fairgrounds & Event Center (2023)
Source: ESRI, Johnson Consulting, CD Smith, MIG, Cumming

Comparative Analysis

- Year 1 projected attendance at Moffat County Fairgrounds represents an **increase of 145.8 percent over the 2023 baseline estimate** (30,000 visitors).
- Higher rate of increase relative to Montrose County Event Center (post-opening of the Indoor Area) - reflects a **larger venue** at Moffat County Fairgrounds, including **dedicated conference space**, and is considered to be reasonable and achievable.



6. Key Performance Metrics - Financial Projections

Moffat County Fairgrounds Combined Pro Forma Operating Statement of Revenue and Expenses by PHASE (Inflated)						
	PHASE 1	PHASE 2	PHASE 3			
First Full Year of Operation	Year 1	Year 3	Year 5			
PROGRAM ELEMENTS	Multi-Use Events Center; Indoor Arena; Plaza/ Flex Space; Small Animal Barn (Relocation)	Warm-Up Arena; Stall Barn; Holding Pens; Parking	Grandstand; Fair Office (Relocation); Storage; Parking			
- Demolition	Hog Barn; Racetrack	Pavilion	Existing Stall Barns			
ROM COST ESTIMATE (\$M)**	\$51.3	\$31.3	\$4.7			\$85.8
	2022 Actual	PHASE 1	PHASE 2	PHASE 3	Incremental	TOTAL* Assumptions
OPERATING REVENUES						
Campground Rental	\$4,528	\$9,195	\$10,350	\$10,605	\$6,077	\$10,605 Reflects new demand at improved campgrounds; Consistent with comparable Fairgrounds
Department Fees	29,335	374,358	535,860	841,004	811,669	841,004 Includes rental fees; Assumes outside organization is contracted to provide catering/ concessions (45% of gross sales are retained by the venue)
RV Dump Fees	8,908	18,089	20,362	20,863	11,955	20,863 Adjusted proportional to Campground Rental
Advertising/ Naming Rights	0	45,000	47,741	50,648	50,648	50,648 Assumes \$100,000 in advertising of which 90% is sold and 50% is retained by venue
Reimbursement	0	0	0	0	0	0
Total Operating Revenues	\$42,771	\$446,642	\$614,312	\$923,119	\$880,348	\$923,119
OPERATING EXPENSES						
Personnel						
Full Time Wages	\$96,285	\$189,174	\$200,694	\$212,916	\$116,631	\$212,916 Reflects 2 additional FTE staff (sales/ marketing and 1 x maintenance)
Over Time	1,378	1,419	1,506	1,597	219	1,597 Inflated
Longevity	2,600	2,678	2,841	3,014	414	3,014 Inflated
Leave Paid Out	3,557	3,664	3,887	4,124	567	4,124 Inflated
Contract Labor	33,005	33,995	36,065	38,262	5,257	38,262 Inflated
Fringe Benefits	43,569	85,601	90,814	96,345	52,776	96,345 Adjusted proportional to Full Time Wages
Retirement	6,099	11,983	12,713	13,487	7,388	13,487 Adjusted proportional to Full Time Wages
SubTotal Personnel	\$186,493	\$328,514	\$348,520	\$369,745	\$183,252	\$369,745
Operating						
Utilities Garbage Removal	\$1,978	\$2,973	\$5,339	\$8,463	\$6,485	\$8,463 Reflects incremental event days
Maintenance Contracts	4,472	4,606	4,887	5,184	712	5,184 Inflated
Repairs Building	452	466	494	524	72	524 Inflated
Repairs Equipment/ Maintenance	6,484	6,679	7,085	7,517	1,033	7,517 Inflated
Utilities	53,551	80,492	144,537	229,109	175,558	229,109 Reflects incremental event days
Telephone	1,821	1,876	1,990	2,111	290	2,111 Inflated
Gas & Oil	197	203	215	228	31	228 Inflated
Maintenance Supplies	9,624	9,913	10,516	11,157	1,533	11,157 Inflated
Event Costs (Dirt Floor)	0	177,125	218,530	261,880	261,880	261,880 New line item: Assumes \$6,500 per event to install/ remove dirt
Sales & Marketing	0	70,000	75,382	55,191	55,191	55,191 New line item: Assumes Marketing Firm is engaged in Years 1-3 for \$50,000 per annum.
Miscellaneous	2,075	2,137	2,267	2,405	330	2,405 Inflated
SubTotal Operating	\$80,654	\$356,469	\$471,243	\$583,769	\$503,115	\$583,769
Total Operating Expenses	\$267,147	\$684,983	\$819,763	\$953,514	\$686,367	\$953,514
Net Operating Profit (Loss)	(\$224,376)	(\$238,341)	(\$205,450)	(\$30,394)	\$193,982	(\$30,394)
Capital Expenditures	\$109,971	\$113,270	\$120,168	\$127,487	\$17,516	\$127,487
Operating Profit (Loss)	(\$334,347)	(\$351,611)	(\$325,619)	(\$157,881)	\$176,466	(\$157,881)

*Total upon completion of all Phases

**Construction Cost inclusive of contingency and escalation

Source: Moffat County, Johnson Consulting, MIG, CD Smith, Cumming

- Before accounting for regular capital expenditures, excluding the Master Plan improvement costs, the improved Moffat County Fairgrounds is projected to report a net operating loss of (\$238,341) upon completion of the Phase 1, improving to a deficit of (\$205,450) upon completion of Phase 2, and to a slight deficit of (\$30,394) upon completion of Phase 3.
- This equates to an incremental increase of \$193,982 in net operating profit, over 2022 actuals, by Year 5.

6. Key Performance Metrics - Financial Projections

Moffat County Fairgrounds Non-Fair Pro Forma Operating Statement of Revenue and Expenses (Inflated)											
	2022 Actual	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
OPERATING REVENUES											
Campground Rental	\$4,528	\$9,195	\$9,451	\$10,350	\$9,805	\$10,605	\$9,622	\$9,638	\$9,655	\$9,672	\$9,690
Department Fees	29,335	\$374,358	\$403,333	\$535,860	\$650,733	\$841,004	\$940,651	\$1,070,905	\$1,207,108	\$1,349,498	\$1,498,327
RV Dump Fees	8,908	18,089	18,593	20,362	19,289	20,863	18,929	18,961	18,994	19,029	19,064
Advertising/ Naming Rights	-	45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715
Reimbursement	-	-	-	-	-	-	-	-	-	-	-
Total Operating Revenues	\$42,771	\$446,642	\$477,727	\$614,312	\$729,000	\$923,119	\$1,021,368	\$1,153,236	\$1,291,101	\$1,435,204	\$1,585,796
OPERATING EXPENSES											
Personnel											
Full Time Wages	\$96,285	\$189,174	\$194,849	\$200,694	\$206,715	\$212,916	\$219,304	\$225,883	\$232,660	\$239,639	\$246,829
Over Time	1,378	1,419	1,462	1,506	1,551	1,597	1,645	1,695	1,746	1,798	1,852
Longevity	2,600	2,678	2,758	2,841	2,926	3,014	3,105	3,198	3,294	3,392	3,494
Leave Paid Out	3,557	3,664	3,774	3,887	4,003	4,124	4,247	4,375	4,506	4,641	4,780
Contract Labor	33,005	33,995	35,015	36,065	37,147	38,262	39,410	40,592	41,810	43,064	44,356
Fringe Benefits	43,569	85,601	88,169	90,814	93,539	96,345	99,235	102,212	105,279	108,437	111,690
Retirement	6,099	11,983	12,342	12,713	13,094	13,487	13,891	14,308	14,737	15,180	15,635
SubTotal Personnel	\$186,493	\$328,514	\$338,369	\$348,520	\$358,976	\$369,745	\$380,837	\$392,263	\$404,030	\$416,151	\$428,636
Operating											
Utilities Garbage Removal	\$1,978	\$2,973	\$4,067	\$5,339	\$6,811	\$8,463	\$10,114	\$11,793	\$13,473	\$15,152	\$16,831
Maintenance Contracts	4,472	4,606	4,744	4,887	5,033	5,184	5,340	5,500	5,665	5,835	6,010
Repairs Building	452	466	480	494	509	524	540	556	573	590	607
Repairs Equipment/ Maintenance	6,484	6,679	6,879	7,085	7,298	7,517	7,742	7,975	8,214	8,460	8,714
Utilities	53,551	80,492	110,111	144,537	184,407	229,109	273,811	319,279	364,746	410,213	455,681
Telephone	1,821	1,876	1,932	1,990	2,050	2,111	2,174	2,240	2,307	2,376	2,447
Gas & Oil	197	203	209	215	222	228	235	242	250	257	265
Maintenance Supplies	9,624	9,913	10,210	10,516	10,832	11,157	11,492	11,836	12,191	12,557	12,934
Event Costs (Dirt Floor)	-	177,125	188,216	218,530	230,993	261,880	268,427	275,137	282,016	289,066	296,293
Sales & Marketing	-	70,000	71,750	75,382	53,845	55,191	56,570	57,985	59,434	60,920	62,443
Miscellaneous	2,075	2,137	2,201	2,267	2,335	2,405	2,478	2,552	2,629	2,707	2,789
SubTotal Operating	\$80,654	\$356,469	\$400,799	\$471,243	\$504,334	\$583,769	\$638,923	\$695,094	\$751,496	\$808,134	\$865,014
Total Personnel & Operating Expenses	\$267,147	\$684,983	\$739,168	\$819,763	\$863,310	\$953,514	\$1,019,760	\$1,087,357	\$1,155,527	\$1,224,285	\$1,293,650
Net Operating Profit (Loss)	(\$224,376)	(\$238,341)	(\$261,441)	(\$205,450)	(\$134,310)	(\$30,394)	\$1,608	\$65,880	\$135,575	\$210,919	\$292,146
Capital											
SubTotal Capital	\$109,971	\$113,270	\$116,668	\$120,168	\$123,773	\$127,487	\$131,311	\$135,250	\$139,308	\$143,487	\$147,792
Total Operating Expenses	\$377,118	\$798,253	\$855,836	\$939,931	\$987,083	\$1,081,000	\$1,151,071	\$1,222,607	\$1,294,835	\$1,367,773	\$1,441,442
Operating Profit (Loss)	(\$334,347)	(\$351,611)	(\$378,109)	(\$325,619)	(\$258,084)	(\$157,881)	(\$129,703)	(\$69,371)	(\$3,733)	\$67,431	\$144,355

Source: Moffat County, Johnson Consulting, MIG, CD Smith, Cumming

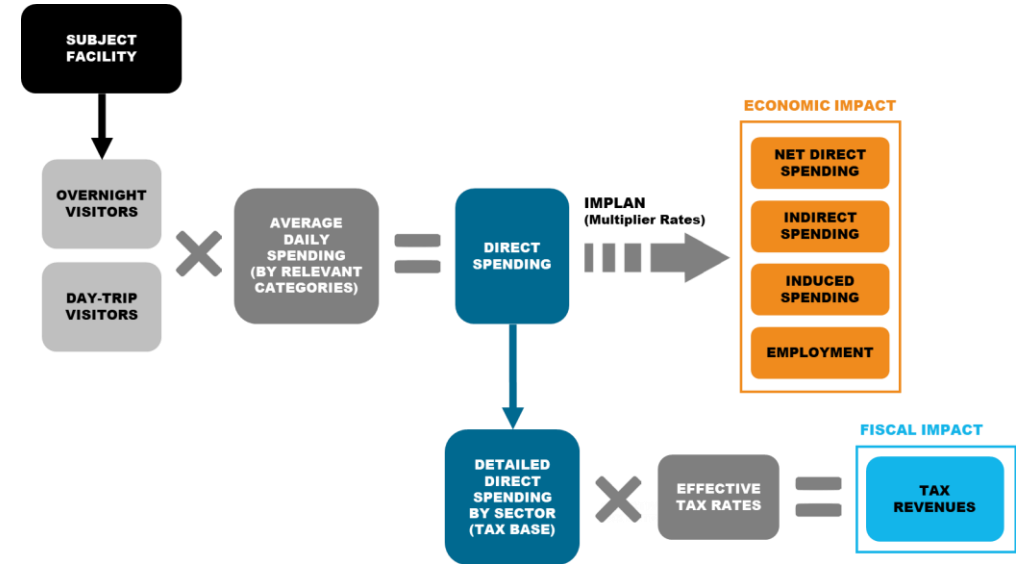
- Moffat County Fairgrounds is projected to report an **operating profit of \$144,355 in Year 10.**
- This represents an **improvement of \$478,702 over 2022 actual figures.**

6. Key Performance Metrics - Economic & Fiscal Impact Analysis

Moffat County Fairgrounds - Craig, CO Estimated Economic and Fiscal Impact										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Activity Volume										
Attendance	76,650	77,800	93,320	101,020	118,590	120,900	126,890	129,300	131,710	134,120
Room Nights	3,899	3,939	4,657	5,073	5,853	5,953	6,205	6,309	6,412	6,515
Est. Spending Volume (\$000)										
- Spending at Facility*	\$402	\$431	\$567	\$680	\$872	\$969	\$1,100	\$1,236	\$1,378	\$1,527
- Spending outside Facility										
Lodging	\$626	\$648	\$802	\$893	\$1,067	\$1,109	\$1,186	\$1,231	\$1,277	\$1,324
Meals	\$1,254	\$1,298	\$1,582	\$1,747	\$2,075	\$2,155	\$2,301	\$2,388	\$2,477	\$2,570
Incidental Expenses	\$139	\$144	\$176	\$194	\$231	\$239	\$256	\$265	\$275	\$286
Retail and Transportation	\$435	\$451	\$550	\$608	\$723	\$751	\$802	\$832	\$863	\$895
Booth Construction and Services	\$360	\$373	\$482	\$536	\$658	\$683	\$738	\$766	\$794	\$823
Subtotal	\$2,815	\$2,913	\$3,592	\$3,978	\$4,753	\$4,937	\$5,282	\$5,481	\$5,686	\$5,898
- Other Operational Spending	\$70	\$72	\$73	\$74	\$76	\$78	\$80	\$82	\$84	\$86
Total Spending	\$3,287	\$3,416	\$4,231	\$4,733	\$5,701	\$5,984	\$6,462	\$6,799	\$7,149	\$7,511
Economic Impact (\$000)										
	<u>Multipliers</u>									
Direct Spending		\$3,287	\$3,416	\$4,231	\$4,733	\$5,701	\$5,984	\$6,462	\$6,799	\$7,511
Indirect Spending	0.1637	538	559	693	775	933	980	1,058	1,113	1,230
Induced Spending	0.1968	647	672	833	931	1,122	1,178	1,271	1,338	1,478
Total Spending		\$3,825	\$3,975	\$4,924	\$5,507	\$6,635	\$6,964	\$7,519	\$7,912	\$8,741
Increased Earnings	0.4278	\$1,406	\$1,461	\$1,810	\$2,024	\$2,439	\$2,560	\$2,764	\$2,908	\$3,213
Increased Employment (Ongoing Jobs)	9.9014	33	33	39	43	50	51	54	55	57
Fiscal Impact (\$000)										
	<u>Tax Rates</u>									
General Sales Tax										
State of Colorado	2.90%	\$63	\$66	\$81	\$89	\$107	\$111	\$119	\$128	\$133
Moffat County	2.00%	44	45	56	62	74	77	82	88	91
City of Craig	4.00%	37	39	48	54	64	67	72	77	80
Accommodations Taxes										
State of Colorado	4.00%	\$25	\$26	\$32	\$36	\$43	\$44	\$47	\$51	\$53
Moffat County	2.00%	13	13	16	18	21	22	24	26	26
City of Craig	2.25%	14	15	18	20	24	25	27	29	30
Total		\$196	\$203	\$251	\$278	\$333	\$346	\$370	\$384	\$413





*Corresponding to facility proforma revenue less advertising revenue.

Source: Johnson Consulting, MIG, CD Smith, Cumming



- Visitors to the improved Fairgrounds are estimated to generate **\$6.6M in total spending** and **\$2.4M in increased earnings**, and support **50 jobs annually** by Year 5.
- Fiscal impact is estimated to include **\$333,000 in tax revenues** to state and local jurisdictions in Year 5.

6. Key Performance Metrics – Incremental Impact

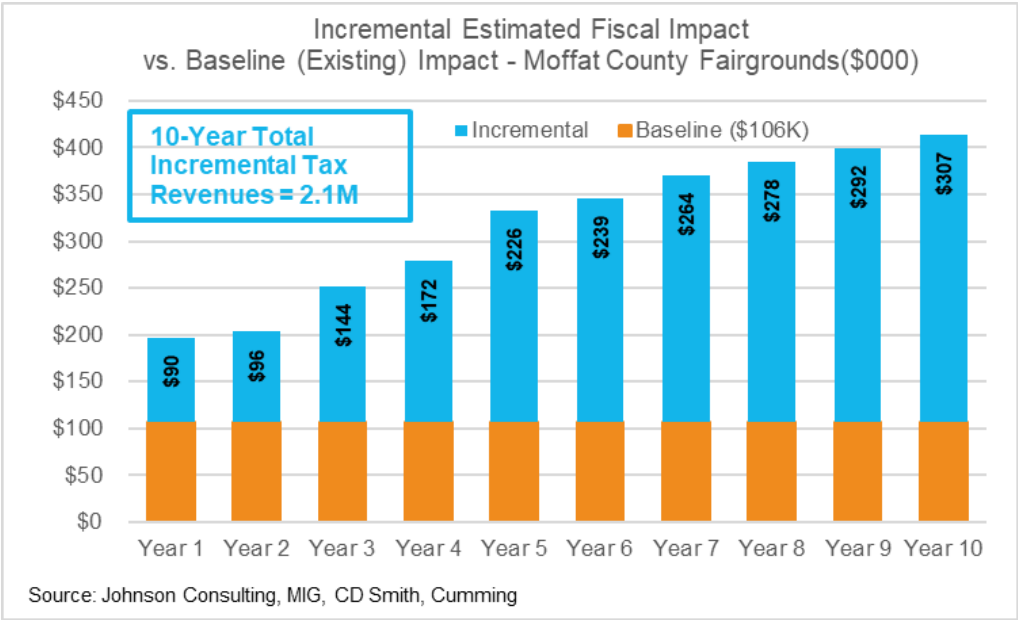
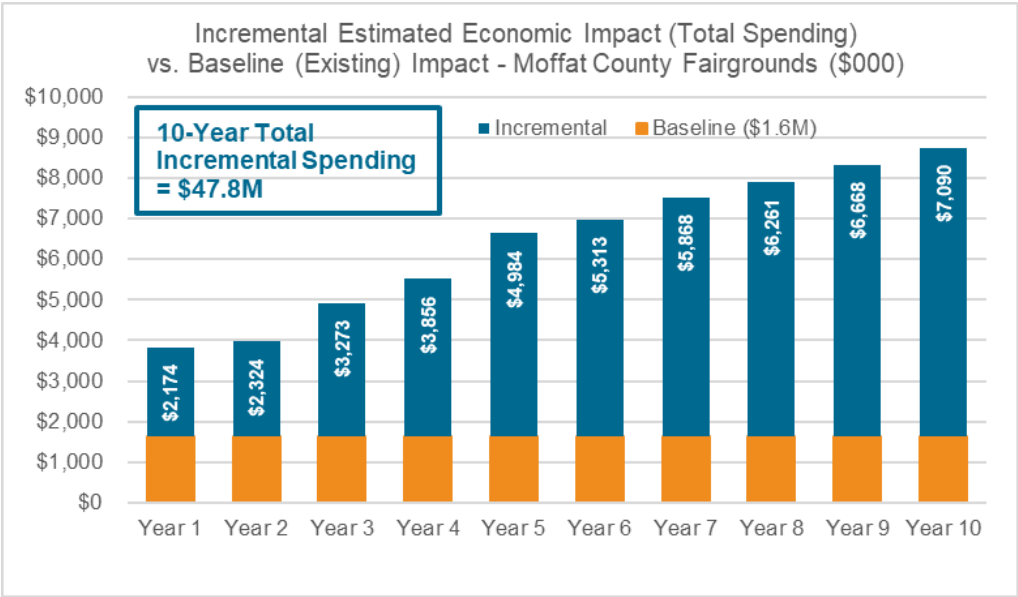
MOFFAT COUNTY FAIRGROUNDS		Baseline (2022 Actual)	Improved Fairgrounds (Year 5 Projected)
Activity Volume			
	Use Days:	435	615
	Fair Attendance ¹ :	5,000	5,500
	Non Fair Attendance:	25,000	108,550
	Total Attendance:	30,000	114,050
	Out-of-Town Visitors ² :	10,950	36,481
	Hotel Room Nights:	1,825	5,853
Estimated Spending Volume			
	Spending At Facility:	\$195,000	\$872,472
	Spending Outside Facility:	\$907,025	\$4,752,556
	Facility Operational Spending:	\$111,593	\$76,392
	Total Direct Spending:	\$1,213,618	\$5,701,420
Economic Impact			
	Wages Created:	\$519,134	\$2,438,824
	Ongoing Jobs Sustained:	12	50
	Total Economic Impact³:	\$1,651,091	\$6,634,761
Fiscal Impact			
	State Sales & Hotel Tax Revenues:	\$37,343	\$149,565
	County Sales & Hotel Tax Revenues:	\$24,272	\$95,051
	City Sales & Hotel Tax Revenues:	\$45,127	\$88,437
	Total Fiscal Impact:	\$106,743	\$333,053

1. 2022 baseline Fair attendance represents average between 2020 and 2023 to account for fluctuation in estimated attendance counts

2. Out-of-Town visitors refer to visitors from outside of Moffat County

3. Total economic impact includes direct, indirect and induced spending volumes

Source: Johnson Consulting, MIG, CD Smith, Cumming



7. Responsiveness of Final Plan to Key Objectives

✓ **Maintain the core function of the Fairgrounds and facilitate the annual Fair and other major events, including Grand Old West Days (GOWD)**

- Multi-Use Events Center (Phase 1) with a dedicated arena that will **support the growth of the ag and equine industries**, the **promotion of 4H/ FFA and youth activities**, and the hosting of the **annual Fair and GOWD**.
- Allows for increased capacity for year-round events and activities, while simultaneously creating an attractive and modern facility that can draw new events to the market.
- **Covered warm-up arena and new stalls will further support ag and equestrian activities.**
- Reconfiguration of the racetrack to create a straight track (Phase 1), improvements to the Grandstand (Phase 3), along with new campsites, additional storage, and aesthetic, landscaping, wayfinding and signage improvements on the campus, will **improve functionality** and **contribute to a positive customer experience** during both the annual Fair and GOWD, as well as other events occurring year-round at Moffat County Fairgrounds.

✓ **Increase year-round events, attendance, and revenue generation, to maximize the Fairgrounds' economic impact, and drive economic development and tourism.**

- **Dedicated conference space** responds to significant unmet demand, locally and regionally.
- **Concrete floor in the arena** within the Multi-Use Events Center further expands the opportunity to host larger events such as consumer shows, trade shows, and sporting events – high-impact.
- **181 incremental use days, 615 total use days and 114,050 attendees** in Year 5.
- Operating profit of \$292,146, before depreciation and cap ex, in Year 10 representing an **improvement of \$516,522 over 2022 actual figures.**
- By Year 10, visitors are projected to generate **\$8.7M in total spending and \$3.2M in increased earnings, and support 57 jobs annually**, generating **\$413,000 in sales and hotel/ motel tax revenues** to State and local jurisdictions.

7. Responsiveness of Final Plan to Key Objectives – Implementation Strategy

Moffat County Fairgrounds Master Plan Recommended Improvements - Phasing & Implementation Rating									
Program Element		Recommended Improvement	Community/ User Need ¹	County Priority ¹	Ease ²	Cost ³	Effectiveness ⁴	Cumulative Impact on Demand	Cumulative Impact on Demand (cost weighted)
PHASE 1 (Year 1)	New Multi-Use Events Center	Construct new 110,106 GSF building including 300' x 150' concrete floor Arena (45,000 SF of net useable space), seating for ~1,800 spectators, dedicated conference space (11,400 SF), supplemental meeting rooms (3,700 SF), commercial kitchen and concessions areas.	1	1	5	5	5	16	26
	Indoor Arena	Re-skin Arena; add spray foam insulation & paint	2	1	5	2	3	12	16
	Hog Barn	Removal	5	1	2	1	3	11	13
	Racetrack	Reconfiguration to create a straight track (60' x 390')	4	3	1	3	3	11	17
	Plaza/ Flex Space	Formalized plaza/ flex space between new Multi-Use Events Center, Indoor Arena and Grandstand	3	4	1	3	3	10	16
	Small Animal Barn	Relocation to accommodate plaza/ flex space	3	4	1	3	2	9	15
	Staffing	Add dedicated marketing, sales and booking, and/ or sponsorship procurement functions	3	2	2	2	4	11	15
PHASE 2 (Year 3)	Covered Warm-Up Arena	Add attached, covered warm-up arena (100' x 200') to new Multi-Purpose Events Center	2	3	3	4	4	13	21
	Stall Barn	Add new stall barn, attached to the warm-up arena and accommodating ~200 (10' x 10') stalls	2	2	2	4	4	12	20
	Holding Pens	Improvement to holding pens to the south of existing Outdoor Arenas	3	2	1	1	3	8	10
	Pavilion	Removal of Pavilion (functions absorbed by new Multi-Use Events Center)	4	2	2	2	5	13	17
	Parking	New parking to be developed to the east and northeast of demolished racetrack; Trailer parking to be developed to the south of demolished racetrack.	2	2	2	3	4	11	17
PHASE 3 (Year 5)	Grandstand	Renovate/ improve	3	2	3	2	2	10	14
	Storage	Construction of new storage facility on the south end of the new parking area (formerly where the barns were located)	3	2	1	3	3	10	16
	Parking	Demolition of existing barns; Conversion trailer parking	2	2	2	3	4	11	17
	Fair Manager Shop	Relocate to northeast area of campus	4	2	2	2	2	10	14

1. Community Need/ User Need & County Priority: 1 = Greater Interest; 5 = Less Interest
2. Ease: 1 = Easily Implemented; 5 = Difficult to Implement
3. Cost: 1 = Inexpensive to Implement; 5 = Expensive to Implement
4. Effectiveness: 1 = Results in Less Meaningful Changes, 5 = Results in Meaningful Changes

Source: Johnson Consulting, MIG, CD Smith, Cumming

With the implementation of the recommended Master Plan improvements, Moffat County Fairgrounds will be **positioned to generate an even more significant economic and fiscal impact**, 4-times the economic impact and 3-times the fiscal impact of current operations, **reflecting its true role as a recreational, tourism and economic development asset and an invaluable resource** for Craig, Moffat County, and the State of Colorado, as well as communities in the neighboring areas of Wyoming and Utah.



Questions

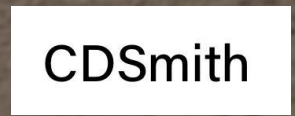




EXHIBIT B

Moffat County Fairgrounds Rev 9

Masterplan
October 3, 2024

CUMMING GROUP

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Section 1.1 | Summary

1.1 Introduction

This estimate has been prepared, pursuant to an agreement between CHJC and Cumming, for the purpose of establishing a probable cost of construction at the master plan stage. The project scope encompasses the construction of new buildings, and various site improvements.

1.2 Cost Estimation Breakdown

The total estimated construction cost within our cost report is summarized below:

Element	Phase 1 Total \$	Phase 2 Total \$	Phase 3 Total \$	Total \$
Buildings	\$37,850,568	\$12,417,718	\$0	\$50,268,333
Site	\$11,918,922	\$16,865,060	\$4,242,603	\$33,026,539
Total Estimated Construction Cost (Today's \$)	\$49,769,490	\$29,282,779	\$4,242,603	\$83,294,871
Escalation	\$1,482,260	\$2,043,426	\$465,764	\$2,480,730
Total Estimated Construction Cost (Escalated)	\$51,251,750	\$31,326,204	\$4,708,367	\$85,775,601
FF&E Allowance	\$3,310,000	\$500,000	\$200,000	\$4,010,000

The project totals stated above are inclusive of all general requirements & conditions, insurances, fee, and design contingency.

Section 2.1 | Dashboard

Total Elemental Summary						
Ref	Element	Phase 1	Phase 2	Phase 3	Total	
1	Demolition & Site Prep	\$456,626	\$1,959,038	\$500,848	\$2,916,512	\$ 11 / ft²
2	New Buildings & Structures	\$27,820,939	\$11,406,735	\$422,945	\$39,650,618	\$ 150 / ft²
3	Hard Scapes	\$1,713,336	\$3,403,975	\$1,587,353	\$6,704,664	\$ 25 / ft²
4	Soft Landscaping	\$962,342	\$125,667	\$0	\$1,088,009	\$ 4 / ft²
5	Site Fixtures, Fittings & Furnishings	\$1,255,828	\$320,728	\$0	\$1,576,556	\$ 6 / ft²
6	Site Lighting	\$537,500	\$322,500	\$215,000	\$1,075,000	\$ 4 / ft²
7	Utilities	\$3,262,120	\$3,647,720	\$343,360	\$7,253,200	\$ 28 / ft²
Sub-Total		\$36,008,690	\$21,186,363	\$3,069,507	\$60,264,559	\$ 229 / ft²
General Conditions & Requirements		5.8%	\$2,070,500	\$1,218,216	\$176,497	\$ 13 / ft²
Phasing Premium		0.0%	\$457,000	\$268,900	\$39,000	\$ 3 / ft²
Insurance		2.5%	\$963,400	\$566,800	\$82,100	\$ 6 / ft²
Contractor's Fee		5.0%	\$1,975,000	\$1,162,000	\$168,400	\$ 13 / ft²
Design Contingency		20.00%	\$8,294,900	\$4,880,500	\$707,100	\$ 53 / ft²
Escalation to MOC		See Summary	See Summary	See Summary	See Summary	See Summary
Total Estimate		\$49,769,490	\$29,282,779	\$4,242,603	\$83,294,871	\$ 316 / ft²

Key Assumptions & Exclusions	
▪ Design, bid, build	▪ Project soft costs excluded
▪ Phased Construction Excluded	▪ Hazardous materials excluded
▪ Flat site assumed	▪ Utility installation assumed
▪ Excavated material to be spread on site	▪ Future use areas excluded
▪ All buildings are pre-engineered systems	▪ Fairground manager shop & luttrell barn

Key Metrics		
▪ Multi-Use Event Center (95,106 SF Arena + 15,000 SF Event Center)	\$37,344,735	\$339 / ft²
▪ Rodeo Arena / Arena / Holding Pens / Straight Track Piece	\$3,950,333	\$30 / ft²
▪ Stall Barn 1	\$5,590,363	\$114 / ft²
▪ Site Utilities	\$10,025,036	\$29 / ft²
▪ Expanded Grandstand - Renovate Existing Only	\$414,646	\$20 / ft²

Area Schedule ft²				
Element	Site Works	New Buildings		Total
Phase 1	43 acre	263,672 ft²		263,672 ft²
Total	43 acre	263,672 ft²		263,672 ft²

Section 3.1 | Controls

Schedule of Areas	Total
Gross Areas	
Site Area (Acres)	43 acre
Multi-Use Event Center (95,106 SF Arena + 15,000 SF Event Center)	110,106 ft ²
Covered Warm Up	44,070 ft ²
Stall Barn 1	48,909 ft ²
Stall Barn 2 - Not Required	48,909 ft ²
Rodeo Arena	45,000 ft ²
Arena	37,500 ft ²
Holding Pens	24,800 ft ²
Straight Track Piece	22,598 ft ²
Expanded Grandstand - Renovate Existing Only	20,382 ft ²
Paved Plaza	110,233 ft ²
Carnival Flex Space (new soil / compact / fill in holes)	118,873 ft ²
Park Improvements	122,788 ft ²
Fairground Manager Shop - Relocate	
Luttrell Barn - Existing To Remain	
Small Barn	1,800 ft ²
Storage Facility	11,678 ft ²
Total Gross Floor Area (Buildings)	170,693 ft²

Section 2.2 | Elemental Summary

Element	Phase 1	Phase 2	Phase 3	Total
GIA (sqft)				
1 Demolition & Site Prep	\$456,626	\$1,959,038	\$500,848	\$2,916,512
2 New Buildings & Structures	\$27,820,939	\$11,406,735	\$422,945	\$39,650,618
3 Hard Scapes	\$1,713,336	\$3,403,975	\$1,587,353	\$6,704,664
4 Soft Landscaping	\$962,342	\$125,667	\$0	\$1,088,009
5 Site Fixtures, Fittings & Furnishings	\$1,255,828	\$320,728	\$0	\$1,576,556
6 Site Lighting	\$537,500	\$322,500	\$215,000	\$1,075,000
7 Utilities	\$3,262,120	\$3,647,720	\$343,360	\$7,253,200
Sub Total	\$36,008,690	\$21,186,363	\$3,069,507	\$60,264,559
General Conditions & Requirements	\$2,070,500	\$1,218,216	\$176,497	\$3,465,212
Phasing	\$457,000	\$268,900	\$39,000	\$764,900
Insurance	\$963,400	\$566,800	\$82,100	\$1,612,300
Contractor's Fee	\$1,975,000	\$1,162,000	\$168,400	\$3,305,400
Design Contingency	\$8,294,900	\$4,880,500	\$707,100	\$13,882,500
Escalation to MOC	See Summary	See Summary	See Summary	See Summary
Total Estimated Construction Cost	\$49,769,490	\$29,282,779	\$4,242,603	\$83,294,871

Moffat County Fairgrounds Rev 9

Craig, CO

Project # 24-00870.00

Master Plan

10/03/24

Section 4.1 | Construction Detail

Ref	Element	Unit	Rate	Phase 1		Phase 2		Phase 3		TOTAL	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Demolition & Site Prep				\$ 456,626		\$ 1,959,038		\$ 500,848		\$ 2,916,512
	<u>Site Works</u>										
	Mobilization	ls	\$34,800.00	0	\$ 12,180	1	\$ 17,400	0	\$ 5,220		\$ 34,800
	Clear and grub	acre	\$9,500.00	6	\$ 61,275	29	\$ 276,925	7	\$ 70,300		\$ 408,500
	Demolition, Allowance, Assume Entire Site	sf	\$0.20	343,150	\$ 68,630	1,215,910	\$ 243,182	322,298	\$ 64,460		\$ 376,272
	<u>Earth Works</u>										
	Field staking / layout	acre	\$5,800.00	6	\$ 37,410	29	\$ 169,070	7	\$ 42,920		\$ 249,400
	Excavated material to be spread on site	cy	\$10.09	1,437	\$ 14,504	6,495	\$ 65,548	1,649	\$ 16,640		\$ 96,691
	Rough Grading; max depth 1'	cy	\$10.09	5,749	\$ 58,015	25,980	\$ 262,191	6,595	\$ 66,560		\$ 386,766
	Fine Grading	acre	\$20,000.00	6	\$ 129,000	29	\$ 583,000	7	\$ 148,000		\$ 860,000
	Erosion control	acre	\$11,722.87	6	\$ 75,612	29	\$ 341,722	7	\$ 86,749		\$ 504,083
2	New Buildings & Structures				\$ 27,820,939		\$ 11,406,735		\$ 422,945		\$ 39,650,618
	Multi-Use Event Center (95,106 SF Arena + 15,000 SF Event Center)	sf	\$245.39	110,106	\$ 27,019,239		\$ -		\$ -		\$ 27,019,239
	Reskin Existing Indoor Arena	ls	\$366,000.00	1	\$ 366,000		\$ -		\$ -		\$ 366,000
	Covered Warm Up	sf	\$70.00		\$ -	44,070	\$ 3,084,900		\$ -		\$ 3,084,900
	Stall Barn 1	sf	\$82.70		\$ -	48,909	\$ 4,044,676		\$ -		\$ 4,044,676
	Stall Barn 2 - Not Required	sf			\$ -		\$ -		\$ -		\$ -
	Rodeo Arena	sf	\$23.32		\$ -	45,000	\$ 1,049,400		\$ -		\$ 1,049,400
	Arena	sf	\$23.32		\$ -	37,500	\$ 874,500		\$ -		\$ 874,500
	Holding Pens	sf	\$20.10		\$ -	24,800	\$ 498,500		\$ -		\$ 498,500
	Straight Track Piece	sf	\$19.28	22,598	\$ 435,700		\$ -		\$ -		\$ 435,700
	Expanded Grandstand - Renovate Existing Only	ls	\$300,000.00		\$ -		\$ -	1	\$ 300,000		\$ 300,000
	Grandstand								<i>Incl. Above</i>		
	Fairground Manager Shop - Relocate	sf	\$15.00					7,863	\$ 117,945		\$ 117,945
	Luttrell Barn - Existing To Remain	sf							<i>To Remain</i>		
	Small Barn	sf	\$2.78		\$ -		\$ -	1,800	\$ 5,000		\$ 5,000
	Storage Facility	sf	\$158.83		\$ -	11,678	\$ 1,854,758		\$ -		\$ 1,854,758
3	Hard Scapes				\$ 1,713,336		\$ 3,403,975		\$ 1,587,353		\$ 6,704,664
	Road, assume heavy duty Asphalt, 25' wide	sf	\$5.22		\$ -	98,758	\$ 515,517	31,385	\$ 163,830		\$ 679,346
	Parking lot	sf	\$8.18	31,760	\$ 259,797	211,281	\$ 1,728,277	54,149	\$ 442,939		\$ 2,431,013
	Trailer Parking	sf	\$7.50		\$ -		\$ -	117,286	\$ 879,645		\$ 879,645
	Camping / RV Parking - 170 spaces	sf	\$15.08		\$ -	31,720	\$ 478,466		\$ -		\$ 478,466
	Road markings / striping	sf	\$1.00	-	\$ -	98,758	\$ 98,758	31,385	\$ 31,385		\$ 130,143
	Curb and gutters	lf	\$29.00		\$ -	1,196	\$ 34,684		\$ -		\$ 34,684
	Loading zone, assume heavy duty concrete	sf	\$16.24		\$ -	5,000	\$ 81,200		\$ -		\$ 81,200

Moffat County Fairgrounds Rev 9

Craig, CO

Project # 24-00870.00

Master Plan

10/03/24

Section 4.1 | Construction Detail

Ref	Element	Unit	Rate	Phase 1		Phase 2		Phase 3		TOTAL	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
	Park Improvements	ls	\$50,000.00		\$ -		\$ -	1	\$ 50,000		\$ 50,000
	Plaza pavers (concrete paving only)	sf	\$10.16	59,335	\$ 602,844	26,451	\$ 268,742		\$ -		\$ 871,586
	Gravel	sf	\$3.50	119,404	\$ 417,914				\$ -		\$ 417,914
	Carnival Flex Space (new soil / compact / fill in holes)	sf	\$2.00	101,853	\$ 203,706		\$ -		\$ -		\$ 203,706
	Concrete sidewalk, allowance	sf	\$10.16	22,539	\$ 229,075	19,514	\$ 198,331	1,924	\$ 19,555		\$ 446,961
4	Soft Landscaping				\$ 962,342		\$ 125,667		\$ -		\$ 1,088,009
	Compact / Adjust Dirt Surrounding Site	sf	\$0.20		\$ -	456,629	\$ 91,326		\$ -		\$ 91,326
	Landscaped Area (entry roundabout)	sf	\$4.66	134,201	\$ 625,913	4,789	\$ 22,336		\$ -		\$ 648,249
	Irrigation	sf	\$2.51	134,201	\$ 336,428	4,789	\$ 12,006		\$ -		\$ 348,434
5	Site Fixtures, Fittings & Furnishings				\$ 1,255,828		\$ 320,728		\$ -		\$ 1,576,556
	<u>Fencing</u>										
	Perimeter fence - 6' high, allowance	lf	\$92.80	7,220	\$ 670,016		\$ -		\$ -		\$ 670,016
	Vehicular gate, allow at main road entry points	ea	\$23,200.00	4	\$ 92,800		\$ -		\$ -		\$ 92,800
	Pedestrian gate	ea	\$11,600.00	20	\$ 232,000		\$ -		\$ -		\$ 232,000
	Decorative fence - Assume Not Required				Not Required						
	<u>Site Fixtures</u>										
	Site wayfinding signage	acre	\$580.00	43	\$ 24,940		\$ -		\$ -		\$ 24,940
	Monument Signage; entrance	ls	\$58,000.00	1	\$ 58,000		\$ -		\$ -		\$ 58,000
	Site benches, tables, trash cans, etc...	ls	\$174,580.00	0.50	\$ 87,290	0.50	\$ 87,290		\$ -		\$ 174,580
	Shade structures	ls	\$324,220.00	0.28	\$ 90,782	0.72	\$ 233,438		\$ -		\$ 324,220
	Bus shelter; including foundations - Assume Not Required				Not Required						
6	Site Lighting				\$ 537,500		\$ 322,500		\$ 215,000		\$ 1,075,000
	Site lighting; allowance to half area site	ls	\$1,075,000.00	0.50	\$ 537,500	0.30	\$ 322,500	0.20	\$ 215,000		\$ 1,075,000
7	Utilities				\$ 3,262,120		\$ 3,647,720		\$ 343,360		\$ 7,253,200
	<u>Water</u>										
	Allowance to developed site area	acre	\$9,883.72	43	\$ 425,000		\$ -		\$ -		\$ 425,000
	<u>Sanitary Sewer</u>										
	Allowance to developed site area	acre	\$9,883.72	43	\$ 425,000		\$ -		\$ -		\$ 425,000
	<u>Storm Drainage</u>										
	Allowance to developed site area	acre	\$46,400.00	6	\$ 299,280	29	\$ 1,352,560	7	\$ 343,360		\$ 1,995,200
	Bio-retention ponds	ls	\$1,000,000.00	1	\$ 1,000,000	1	\$ 1,000,000		\$ -		\$ 2,000,000

Moffat County Fairgrounds Rev 9

Craig, CO

Project # 24-00870.00

Master Plan

10/03/24

Section 4.1 | Construction Detail

Ref	Element	Unit	Rate	Phase 1		Phase 2		Phase 3		TOTAL	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
	<u>Electrical</u> Allowance to developed site area	acre	\$1,161,000.00	0.40	\$ 464,400	0.60	\$ 696,600		\$ -		\$ 1,161,000
	<u>Communications</u> Allowance to developed site area	acre	\$997,600.00	0.40	\$ 399,040	0.60	\$ 598,560		\$ -		\$ 997,600
	<u>Gas</u> Allowance to developed site area	acre	\$5,800.00	43	\$ 249,400		\$ -		\$ -		\$ 249,400
Total Net Cost					\$ 36,008,690		\$ 21,186,363		\$ 3,069,507		\$ 60,264,559

Moffat County Fairgrounds Rev 9

Craig, CO
Master Plan

Section 5.1 | Scope Assumptions

Basis of Estimate	Moffat County Fairgrounds Takeoffs and Precedents
Estimate Format	A component cost classification format has been used for the preparation of this estimate. It classifies costs by building system / element.
Cost Mark Ups	<p>The following % mark ups have been included in each design option:</p> <ul style="list-style-type: none">- General Conditions & Requirements (5.75% on direct costs)- Insurance (2.50% on direct costs)- Contractor's Fee (5.00% on direct costs)- Design Contingency (20.00% on direct costs)
Design Contingency	An allowance of 20% for undeveloped design details has been included in this estimate. As the design of each system is further developed, details which historically increase cost become apparent and must be incorporated into the estimate while decreasing the % burden.
Construction Contingency	It is prudent for all program budgets to include an allowance for change orders which occur during the construction phase. These change orders normally increase the cost of the project. It is recommended that a 3.00% to 5.00% construction contingency is carried in this respect. This cost is not included within the estimate.
Construction Schedule	Construction schedule to be determined
Bid Conditions	This estimate has been based upon competitive bid situations (minimum of 3 bidders) for all items of subcontracted work.
Basis For Quantities	Wherever possible, this estimate has been based upon the actual measurement of different items of work. For the remaining items, parametric measurements were used in conjunction with other projects of a similar nature.
Basis for Unit Costs	Unit costs as contained herein are based on current bid prices in Craig, CO. Sub overheads and profit are included in each line item unit cost. Their overhead and profit covers each sub's cost for labor burden, materials, and equipment, sales taxes, field overhead, home office overhead, and profit. The general contractor's overhead is shown separately on the master summary.
Sources for Pricing	This estimate was prepared by a team of qualified cost consultants experienced in estimating construction costs at all stages of design. These consultants have used pricing data from Cumming's database for site works, office and warehouse construction, updated to reflect current conditions in
Key Assumptions	<p>The following assumptions have been used to form our estimate:</p> <ul style="list-style-type: none">- Design, bid, build procurement- Flat site assumed- Excavated material to be spread on site- All Buildings Are Pre-engineered Systems
Key Exclusions	<p>The following items have been excluded from our estimate:</p> <ul style="list-style-type: none">- Project soft costs excluded- Hazardous materials excluded- Future use areas excluded

Section 5.1 | Scope Assumptions

- Works outside of site boundary excluded
- Fairground manager shop & luttrell barn

Items Affecting Cost Estimate

Items which may change the estimated construction cost include, but are not limited to:

- Modifications to the scope of work included in this estimate.
- Unforeseen sub-surface conditions.
- Restrictive technical specifications or excessive contract conditions.
- Any specified item of material or product that cannot be obtained from 3 sources.
- Any other non-competitive bid situations.
- Bids delayed beyond the projected schedule.

Statement of Probable Cost

Cumming has no control over the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions. This estimate is made on the basis of the experience, qualifications, and best judgement of a professional consultant familiar with the construction industry. Cumming, however, cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.

Cumming's staff of professional cost consultants has prepared this estimate in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested party.

Pricing reflects probable construction costs obtainable in the project locality on the target dates specified and is a determination of fair market value for the construction of this project. The estimate is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all sub and general contractors with a range of 3 - 4 bidders for all items of work. Experience and research indicates that a fewer number of bidders may result in higher bids. Conversely, an increased number of bidders may result in more competitive bid day responses.

COVID-19 Disclosure

The outbreak of the novel Coronavirus (COVID-19), declared by the World Health Organization as a "Global Pandemic" on 11 March 2020, has impacted global financial markets.

Market activity is being impacted in many sectors and circumstances remain very fluid and variable in different jurisdictions. Accordingly, as of this date, we are concerned with the market related impacts on the deliverables we are furnishing to you as part of our Services including cost estimates, budgets, and schedules ("Deliverable(s)"). Indeed, the current response to this pandemic means that we are faced with an unprecedented set of circumstances on which to base a judgement of the effects on the availability of labor, materials, and access and other impacts, although we are monitoring those on a continuing basis. Particularly including productivity impacts as a result of the CDC directives regarding social distancing.

Our Deliverables must be regarded with a degree of 'material uncertainty, – and a higher degree of caution – than would normally be the case. Given the unknown future impact that the COVID-19 pandemic might have on the construction and real estate markets, we recommend that you keep the Deliverables of this project under frequent review. For your information, we have not added or considered a COVID19 additional contingency within this Deliverable"

Section 5.1 | Scope Assumptions

Recommendations

Cumming recommends that the Owner and the Architect carefully review this entire document to ensure it reflects their design intent. Requests for modifications of any apparent errors or omissions to this document must be made to Cumming within ten days of receipt of this estimate. Otherwise, it will be assumed that its contents have been reviewed and accepted. If the project is over budget or there are unresolved budget issues, alternate systems / schemes should be evaluated before proceeding into further design phases.

It is recommended that there are preparations of further cost estimates throughout design by Cumming to determine overall cost changes since the preparation of this preliminary estimate. These future estimates will have detailed breakdowns indicating materials by type, kind, and size, priced by their respective units of measure.



MCCARTY HOLSAPLE MCCARTY HOURLY BILLING RATES 2025

EXHIBIT C

The following billing rates will apply when services are provided on an hourly basis:

Principal	\$224.00	to	\$275.00
Senior Architect / Interior Designer Level II	\$171.00	to	\$208.00
Senior Architect / Interior Designer Level I	\$135.00	to	\$189.00
Architect / Interior Designer Level III	\$127.00	to	\$157.00
Architect / Interior Designer Level II	\$113.00	to	\$138.00
Architect / Interior Designer Level I	\$95.00	to	\$117.00
Emerging Professional Level II	\$86.00	to	\$112.00
Emerging Professional Level I	\$82.00	to	\$105.00
Clerical Support	\$50.00	to	\$80.00

CONSULTANT AND REIMBURSABLE EXPENSES

Outside consultants will be billed at 1.1 times the expense incurred.
All out of pocket expenses, including travel, sustenance, reproductions, printing and photography will be billed at 1.1 times the expense incurred.

TERMS

Payments are due and payable upon receipt of invoice.

The rates and multipliers set forth shall be adjusted in accordance with normal salary review practices of the Architect.

RESOLUTION NO. 2025-59_

**A RESOLUTION APPOINTING UNDERSHERIFF CHIP MCINTYRE AS
MOFFAT COUNTY SHERIFF – EFFECTIVE JULY 2, 2025.**

WHEREAS, Sheriff KC Hume has announced his retirement, and as such, will resign his position as Moffat County Sheriff effective July 2, 2025; and

WHEREAS, pursuant to C.R.S. 30-10-505, following a vacancy in the office of sheriff, the undersheriff shall in all things execute the office of sheriff until a sheriff is appointed or elected and qualified; and

WHEREAS, the Board has the responsibility pursuant to Article XIV Section 9 of the Colorado Constitution to fill the office of sheriff by appointment; and

WHEREAS, Undersheriff Chip McIntyre is a qualified elector and long-term resident of Moffat County, and has been a peace officer in Colorado for 30 years; and has served as Moffat County Undersheriff since June 19, 2023, and is well qualified to serve as sheriff based on his background, training, education and experience; and

WHEREAS, the Board of County Commissioners desires that the transition following Sheriff Hume's departure be accomplished with as little disruption as possible, and that the stability of the Moffat County Sheriff's Office be ensured to the greatest extent possible.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners declares, Effective July 2, at 10:00 A.M., Undersheriff Chip McIntyre is hereby appointed Moffat County Sheriff, to serve the remainder of Sheriff Hume's term until a newly elected Sheriff takes office in January 2027.

DONE THIS 24th day of June, 2025, at Craig, Colorado.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Melody Villard, Chair

ATTEST:

Erin Miller, Deputy Clerk