

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625

(970) 824-5517 (970) 824-9191 fax

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

**Tuesday, March 14, 2023**

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) February 28 (pgs 3-6)

**Resolutions:**

- b) 2023-34: Transfer of Intergovernment Funds for the month of December 2022 (pg 7)
- c) 2023-35: Accounts Payable (pg 8)
- d) 2023-36: Resolution for Payment of Payroll Warrants (pg 9)
- e) Payroll Voucher (pg 10)

**Contracts & Reports:**

- f) Treasurer's Report (pg 11)
- g) Memo of Understanding:
  - Between Moffat County Library Board of Trustees & Department of Human Services (pgs 12 & 13)
  - Between Moffat County Library Board of Trustees & Moffat County Human Resources Department (pg 14)
- h) Opioid Settlement Participation Form (pgs 15-29)
- i) Termination of Lease Agreement w/CO Department of Labor & Employment for Veterans Services Office (pg 30)

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:**



11:42 AM3/10/2023

## Staff Reports:

- 1) Office of Development Services – Roy Tipton
  - New Courthouse project monthly progress report (pgs 31-43)
  - Pay Applications: (pgs 44-49)
    - BHI Pay Application #16
    - Treanor HL Pay Application #15
    - Workplace Resource – Final Settlement
- 2) Craig/Moffat County Airport – Candace Miller
  - Federal Match Grant Application (pg 50)

## Adjournment

The next scheduled BOCC meeting will be Tuesday, March 28, 2023 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/scDAqkzV97M?feature=share>

OR

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

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

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



11:42 AM 3/10/2023

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

February 28, 2023

**In attendance:** Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Rebecca Tyree; Carol Haskins; Jim Howell; Dan Haskins; Allison Adair; Rachel Bower; Dan Miller; Jeff Comstock

**Call to Order**  
**Pledge of Allegiance**

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

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

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) February 14

**Resolutions:**

- b) 2023-25: Voided Warrant
- c) 2023-26: Resolution Correction
- d) 2023-27: Payment Cards
- e) 2023-28: Resolution for Transfer of Payment of Warrants for December 2022
- f) 2023-29: Payment of Warrants for the month of February
- g) 2023-30: Payroll Warrant
- h) 2023-31: Regulations relating to Moffat County, CO Open Records Act (“CORA”) requests
- i) 2023-32: Amendment to Fee Schedule
- j) 2023-33: Authorizing Conveyance of County-Owned Parcel to City of Craig for Public Purpose and Use

**Contracts & Reports:**

- k) Core Services Program - Substance Abuse Treatment Services contract w/Reflect, Resolve, Recover, LLC
- l) Core Services Program - Mental Health Services contract w/Psyche, Soma & Soul Therapy
- m) Fire Alarm Test & Inspection agreement w/Commercial Specialists, Inc.
- n) 2<sup>nd</sup> Amendment to Master Subscription and Services agreement w/BINTI
- o) Treasurer's Reports
- p) Special Warranty Deed for old Memorial Regional Health property (8<sup>th</sup> & Russell)

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

Bohrer mentioned that it has been brought to the Board's attention that maybe there needs to be more conversation/discussion about some of the Consent Agenda items, rather than just “pushing” them through. This particular agenda just contains basic resolutions and contracts, but that they will try to examine that in the future.

Villard commented that also while the BCC does not comment and/or engage during Public Comment, it might be constructive to use the General Discussion portion of the meeting to answer some of the questions at that time.

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:

### Allison Adair:

- Wondered what changes were made to the CORA request?
- Questioned why it was not mentioned in the recent newspaper article about the Planning & Zoning Commission, that criminal penalties would be attached to any proposed Junk & Rubbish Ordinance?
- There now is three realtors and a County employee on the Planning & Zoning Commission, and she feels there could be a real conflict of interest. She feels that there is not a real understanding of the rural lifestyle.
- Spoke about a vote hand count
- Wants to see minutes for all public meetings & workshops on the County website

Dan Haskins voiced his support for a multi-use event center.

### Board of County Commissioners

Bohrer appreciated the comment on the multi-use event center. This has been on their agenda for the last couple of years and they are looking at ways to move this forward.

He pointed out that after the last BCC meeting, he had addressed some constituents regarding a proposed Junk & Rubbish Ordinance. We are just looking at the processes at this time, not bringing it to a vote, just looking at what other counties are doing.

Bohrer asked County Attorney, Rebecca Tyree, to explain what changes there was to the CORA. Tyree stated that some times a CORA request comes in that requires a lot of work (research) by our employees. The research time rate went up in 2019 to \$33.58/hr (after the first hour), so we made that change. There was also a portion that talked about County employees receiving their printed records for free; that was removed, since they now receive the records electronically. Haskins asked who that fee goes to? The fee goes to whatever department does the work.

There was no further General Discussion.

## Staff Reports:

- 1) Road & Bridge Department – Dan Miller  
 Bid Recommendations:
  - Mag Chloride

There was only one bid received for Mag Chloride this year. The budget for 2023 is \$500,000. The one bid received was from GMCO for \$0.885/gallon; we have projected 600,000 gallons will be needed this year's project, which would bring the bid total to \$528,000. We will either cut the concentration on some roads or



shorten the length of some areas to save the \$28,000 to bring us down to budget. If fuel goes above \$5.00 per gallon, based on the US Department of Energy Rocky Mountain Regional Average, GMCO will charge a fuel surcharge similar to last year. As of 2/20/2023 that average was \$4.21/gallon.

Miller recommend awarding the 2023 Mag Chloride bid to GMCO for \$0.885 per gallon.

Broom moved to award the Mag Chloride bid to GMCO for \$0.885/gallon. Villard seconded the bid. Motion carried 3-0.

- Cattle Guard Iron

We received 2 bids for cattle guard iron this year:

Craig Steel - \$32,284.05

Doherty Welding LLC (Pilot Rock, Oregon) - \$40,980.00

The total steel budget which covers cattle guard iron and miscellaneous steel needs throughout the year is \$50,000.

Miller recommend accepting the bid from Craig Steel of \$32,284.05.

Villard moved to accept the bid from Craig Steel for Cattle Guard Iron for \$32,284.05. Broom seconded the motion. Motion carried 3-0.

- Asphalt Aprons Project

Only one bid was received for this year's asphalt project. United Companies out of Grand Junction, bid a total of \$419,288.00 for the entire project. The budget for this project is \$300,000. The golf course road and the landfill portion will be dropped, saving \$122,428.00, bringing the total down to \$296,860.00.

This will leave the aprons on CR 202, 15 and 22, as well as Pence Drive, 2<sup>nd</sup> Avenue West and the milling and overlay on the west end of 1<sup>st</sup> Street.

Miller recommend awarding the asphalt bid to United Companies for a total of \$296,860.00.

Broom moved to award the Asphalt bid to United Companies for \$296,860.00. Villard seconded the motion. Motion carried 3-0.

## 2) Office of Development Services – Roy Tipton

Bid Recommendation(s): (see attached)

- Herbicides

Two bids were received:

Red River Specialties - \$21,809.90

Snyder-Counts - \$18, 975.80

Tipton recommended going with the low bid by Snyder-Counts for \$18, 975.80.

Broom moved to accept the bid for Herbicides from Snyder-Counts for \$18, 975.80. Villard seconded the motion. Motion carried 3-0.

- Pesticides

Two bids were received:

Snyder-Counts - \$17, 549.50

Adapco - \$9,964.40

Tipton explained that Adapco did not bid one of the items that were requested. What Tipton suggested was doing a "mix and match" because we had the vendors do this as a line item bid. We would buy three products from Snyder-Counts for \$9,674.50 and one product from Adapco (they are the manufacturer) for \$4,635.00. This will save us about \$2,000 off the high bid figure.

Villard moved to approve the pesticide bid in the following way: three products from Snyder-Counts for \$9,674.50 and one product from Adapco for \$4,635.00. Broom seconded the motion. Motion carried 3-0.

**3) Human Resources Department – Rachel Bower**  
 Personnel Requisition

This Personnel Requisition request is for two part-time, occasional workers for the Department of Human Services. At 160 hours a month (80 hours each), plus travel, lodging and meals, cost for each would be \$3,264/month, each employee. The County would be reimbursed 80% from the State. Bower recommended hiring the two part-time employees.

Villard moved to approve hiring two part-time, occasional workers for Department of Human Services. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:51 am

The next scheduled Board of County Commissioners meeting is Tuesday, March 14, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

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

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

**Clerk & Recorder**

RESOLUTION 2023-35  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF MARCH 2023

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

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

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

FROM FUND:	Check Date:	3/14/2023		
General	110	<u>\$191,428.27</u>	CR	0010.7000
Road & Bridge	200	<u>\$58,833.43</u>	CR	0020.7000
Landfill	240	<u>\$2,358.94</u>	CR	0070.7000
Airport	260	<u>\$476.53</u>	CR	0120.7000
Emergency 911	270	<u>\$178.33</u>	CR	0350.7000
Capital Projects	510	<u>\$640.00</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$6,242.12</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$108.58</u>	CR	0280.7000
Health & Welfare	720	<u>\$229,536.43</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,036.46</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$5.52</u>	CR	0320.7000
PSC - JAIL	210	<u>\$17,430.48</u>	CR	0072.7000
Human Seviles	220	<u>\$35,033.35</u>	CR	0030.7100
Public Health	250	<u>\$2,996.14</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$17,926.98</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$620.59</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$17,063.07</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$4,590.00</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund Warrant		<u>\$586,505.22</u>	DR	

Adopted this 14th day of March, 2023

RESOLUTION 2023-36  
PAYMENT OF PAYROLL WARRANTS  
Payroll Ending 3/4/23

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 03/17/23 Payroll**

FROM FUND:

General	0010.7000	\$250,693.96	cr
Road & Bridge	0020.7000	\$188,638.59	cr
Landfill	0070.7000	\$16,289.73	cr
Airport	0120.7000	\$740.79	cr
Library	0130.7001	\$10,864.42	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$8,548.59	cr
Mo Co Tourism	0320.7000	\$3,505.64	cr
PSC Jail	0072.7000	\$76,926.76	cr
Human Services	0030.7100	\$61,188.84	cr
Public Health	0065.7000	\$13,573.14	cr
SM I	0168.7000	\$4,028.89	cr
SM II	0169.7000	\$4,679.75	cr

TO FUND:

Warrant	0100.1000	\$639,679.10	dr
---------	-----------	--------------	----

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2023

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 that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.		
--	--	--

WITNESS my hand and seal this                      day of                      A.D. 2023.

County Clerk &amp; Ex-officio

# PAYROLL VOUCHER APPROVAL

Pay period 2/19 - 3/4/2023

PAYROLL CHECK DATE: March 17, 2023

PAYROLL TOTAL: \$688,976.93

I hereby certify that the persons named in the payroll attached are employed and solely in, and have actually performed, the proper duties of positions and employment's indicated; And that the persons described herein as 'Laborers' are employed at ordinary unskilled labor only; That said payroll for the period designated above is approved at the amount shown for payment from the appropriations authorized; That the persons named herein, except that appointed filed and employed as laborers, have taken and filed the constitutional oath or subscribed an appropriate statement as prescribed by laws, and that they are members of an appropriate retirement system where mandated in accordance with the provisions of the Retirement and Social Security laws.

DATE: February 28, 2023

Tony Bohrer, Chair \_\_\_\_\_

Donald Broom, Commissioner \_\_\_\_\_

Melody Villard, Commissioner \_\_\_\_\_

General	\$270,102.45
Road & Bridge	\$185,708.17
Landfill	\$15,984.62
Airport	\$2,459.67
Library	\$10,577.69
Maybell WWTF	\$0.00
Health & Welfare	\$0.00
Senior Citizens	\$8,855.84
Mo Co Tourism	\$3,131.94
PSC Jail	\$76,625.06
Human Services	\$86,953.67
Public Health	\$17,083.01
SM I	\$5,353.66
SM II	\$6,141.15

688,976.93

MONTHLY REPORT OF MOFFAT COUNTY TREASURER  
FEBRUARY 01, 2023 THRU FEBRUARY 28, 2023

FUND	BEGINNING BALANCE	REVENUES-- CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	DISBURSEMENTS-- CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	ENDING BALANCE
GENERAL FUND	25,829,981.03	1,736,938.87	805,175.33	42.96		20,273.03		-109,656.42	-3,062,628.95	25,220,125.85
ROAD & BRIDGE FUND	12,057,856.28		304,283.88		77,068.50			-2,780.50	-803,228.99	11,633,199.17
DEPARTMENT OF HUMAN SERVICES	1,289,997.85	99,911.23	101,593.43	2.49		54.50			-238,091.32	1,253,468.18
ACET	254,866.27		24,076.71						-1,812.24	277,130.74
MOFFAT COUNTY LOC MRKT DIST	688,346.81		83,052.99						-17,566.25	753,833.55
CONSERVATION TRUST FUND	173,536.69		326.71					-3.27		173,860.13
MOFFAT COUNTY PUBLIC HEALTH	741,470.71	34,790.52	7,540.25	.89					-84,685.94	699,116.43
LANDFILL	1,551,787.18		8,969.31					-60.48	-53,597.26	1,507,098.75
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	574,020.91		74,604.71			51.50			409,673.79	1,058,350.91
COUNTY HEALTH & WELFARE	3,223,366.36		404,781.75						-318,738.30	3,309,409.81
MEMORIAL REGIONAL HEALTH	0.00	267,619.36		6.65						267,626.01
WARRANT FUND - COUNTY	190,774.58					3,072,694.60	-2,235,035.07			1,028,434.11
SHADOW MTN LOCAL IMPROVE DIST	185,231.29		3,475.77						-13.00	189,694.06
AIRPORT FUND	235,335.86		115,981.43					-1,153.54	-6,540.82	343,622.93
PUBLIC LIBRARY	273,946.70		1,197.19			345,897.51		-11.97	-49,355.67	571,673.76
COLO NORTHWEST COMM COLLEGE	7,219.38	267,707.18		6.65	9,636.18		-7,219.38	-2,677.14		274,672.87
M C SCHOOLS RE#1 - GENERAL	79,129.42	2,487,338.07		59.23	110,117.68		-79,129.42	-6,218.56		2,591,296.42
CAPITAL PROJECTS FUND	6,258,371.81		12,901.94						-53,768.64	6,217,505.11
PUBLIC SAFETY CENTER - CAP PROJ	537.88		.69							538.57
NC TELECOM ESCROW ACCOUNT	258,234.48		486.16						-2,526.32	256,194.32
SUNSET #1 SECURITY DEPOSIT	14,990.72		675.00			247.55				15,913.27
SUNSET MEADOWS #1	690,040.12		36,129.89						-44,139.64	682,030.37
SUNSET MEADOWS #2	238,180.57		36,582.41						-37,452.51	237,310.47
SENIOR CITIZENS CENTER - 15	76,730.59		6,615.95			168,401.00			-27,862.40	223,885.14
SUNSET #2 SECURITY DEPOSIT	15,836.31					256.89				16,093.20
COURTHOUSE LEASE PURCHASE FUND	0.00					821,500.00			-821,500.00	0.00
SCHOOLS RE#1 - BOND	0.00	571,901.32		12.47						571,913.79
CITY OF CRAIG	7,539.33	281,896.72		37.70	10,098.07		-7,539.33	-5,638.63		286,393.86
TOWN OF DINOSAUR	153.63	4,860.90			205.04		-153.63	-97.22		4,968.72
CAPITAL FUND - CITY OF CRAIG	887.19	33,172.12		4.44	1,188.29		-887.19	-663.53		33,701.32
ARTESIA FIRE PROTECTION DISTRICT	189.27	5,481.85			252.27		-189.27	-274.09		5,460.03
CRAIG RURAL FIRE PROTECTION DIST	5,836.19	288,229.68		7.77	7,504.33		-5,836.19	-14,411.82		281,329.96
MAYBELL IRRIGATION	2,238.44	262.40			156.41					2,657.25
MAYBELL SANITATION	133,477.80		1,866.29					-18.66	-1,307.51	134,017.92
COLO. RIVER WATER CONSERVATION	1,202.43	44,692.11		1.12	1,608.71		-1,202.43	-2,234.66		44,067.28
YELLOW JACKET CONSERVANCY DIST.	36.29	282.71			52.11		-36.29	-14.14		320.68
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	0.00	770.25						-38.51		731.74
MOFFAT COUNTY TOURISM - LODGING	169,202.47		52,455.43						-37,793.68	183,864.22
INTERNAL SER FUND-CENTRAL-DUP	100,079.57		-4,402.07						-569.42	95,108.08
JUNIPER WATER CONSERVANCY DIST.	38,019.62		22.91							38,042.30
HIGH SAVERY WATER DISTRICT	0.00		800.00							800.00
UPPER YAMPA WATER CONSERVANCY	1,889.75	107,045.81			2,328.45		-1,889.75	-5,352.29		104,021.97
911 FUND	581,292.70		15,418.03			14,221.70			-11,593.21	599,339.22
ADVANCE TAXES - REAL ESTATE	25,282.70						-24,847.62			435.08
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	1,243.14		2,445.39				-3,888.33			-199.80
COUNTY CLERK'S COLLECTION	387,320.55		313,814.93				-353,987.65			347,147.83
CHECK CHANGE ACCOUNT	0.00		4,699.15				-4,699.15			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		34,717.43				-34,717.43			0.00
PAYROLL EFT TAX PAYMENTS	0.00		312,307.20				-312,307.20			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		220,216.04				-220,216.04			0.00
COUNTY SALES & LEASES	2,155.44		5,828.58							7,984.02
MOTOR VEHICLE REGIST.	3,830.46		4,659.79							8,490.25
2018 TREASURERS TAX DEED	5,344.39		120.49						-665.22	4,799.66
2017 TREASURERS TAX DEED	614.38									614.38
2010 TREASURER'S TAX DEED	3,912.30									3,912.30
GRAND TOTALS	56,600,537.84	6,232,901.10	2,993,421.09	182.37	220,216.04	4,443,598.28	-3,294,446.59	-151,305.66	-5,265,098.28	61,780,006.19

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 28th day of February 2023.

Robert Razzano, Moffat County Treasurer

Examined By Board of the Moffat County Commissioners

Tony Bohrer  
Chairman

Melody Villard

Donald Broom

## **MEMORANDUM OF UNDERSTANDING**

Between

**Moffat County Libraries Board of Trustees**

And

**Moffat County Department of Human Services**

This Memorandum of Understanding is made by and between the Moffat County Libraries Board of Trustees, hereinafter called "Library", and the Moffat County Department of Human Services, hereinafter called "DHS".

Whereas the Library and DHS strive to reduce costs, minimize duplication, and increase access to services within the Dinosaur community, the Moffat County Libraries Board of Trustees reaches this Memorandum of Understanding with the Moffat County Department of Human Services.

Nothing in this Memorandum of Understanding shall be construed to alter the relationship or responsibility for services that the Moffat County Libraries or the Moffat County Department of Human Services has with the public.

It is understood that the Library in the Dinosaur community will be a host site to house equipment provided by DHS for use by community members seeking access to services offered through DHS, with the purpose of providing a secure environment and routine replenishment of supplies, i.e., keeping paper in the copy machine, toner cartridge replacements.

It is further understood that DHS is responsible for costs associated with the initial costs and maintenance for the purchase of equipment, phone line, internet access, and office supplies. The Library will keep DHS informed of any technical issues and supplies as needed.

It is further understood that if a need for financial participation by DHS for Library staff is identified in the future, a contract may be developed as appropriate and agreed upon by the Library and DHS.

It is further understood that Library staff will provide guidance to the community for accessing the internet or basic use of electronic equipment functions. DHS will provide written instructions to be displayed on the equipment to assist patrons and mitigate any burden placed upon Library staff.

It is further understood that Library staff shall not provide information or guidance on eligibility or service programs through DHS.

It is further understood that Library staff will respect individual rights to privacy and confidential information. Library staff will not use or disclose any information learned through the course of providing services outlined in the MOU.

Finally, it is understood that the library is not liable for any damage to or theft of materials purchased by DHS for use by DHS clients.



This Memorandum of Understanding will be effective January 1, 2023 regardless the date of execution. This Memorandum of Understanding will expire on December 31, 2023, at which time it may be revised and/or renewed by mutual agreement between the Library and DHS. At any time, should either party be unable or unwilling to comply with the terms of this MOU and are either unable or unwilling to reach an agreeable revision to the MOU, either party may terminate the MOU with 30 days written notice to the other party.

This Memorandum of Understanding signed and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Moffat County Library Board of Trustees

Carol Preece  
Carol Preece, President

Carol Haskins  
Carol Haskins, Vice President

Kathey Ogle  
Kathey Ogle, Secretary/Treasurer

Shirley Balleck  
Shirley Balleck, Member

Sandra Hershiser  
Sandra Hershiser, Member

Katie Johnston  
Katie Johnston, Member

Moffat County Department of Human Services

Kristin Grajeda 1/10/2023  
Kristin Grajeda, Director

Moffat County Board of County Commissioners

Donald Broom Ex-Officio

# MEMORANDUM OF UNDERSTANDING

Between

Moffat County Libraries Board of Trustees

And

Moffat County Human Resources

Moffat County Libraries strives to maintain a work environment that fosters good working relationships. It is within this spirit of cooperative relationships that Moffat County Libraries will provide its employees access to the expertise of the Moffat County Human Resources Department to facilitate the resolution of employees' issues of dispute, disagreement and/or conflict within the workplace.

Nothing in this Memorandum of Understanding shall be construed to alter the at-will employment status of employees or to provide for the establishment of a grievance procedure.

## Moffat County Libraries Board of Trustees

## Moffat County Board of Commissioners

Carol Preece, President Date

Carol Preece

Donald Broom Date

\_\_\_\_\_

Carol Haskins, Vice President Date

Kathey Ogle 1-17-2023

Melody Villard Date

\_\_\_\_\_

Kathey Ogle, Secretary/Treasurer Date

Carol Haskins 1-21-23

Tony Bohrer Date

\_\_\_\_\_

Shirley Balleck, Member Date

Shirley Balleck 1-17-2023

Sandra Hershisier, Member Date

Sandra Hershisier 02-21-23

Katie Johnston, Member Date

Katie Johnston 2/24/23

**Attachment A: Teva Settlement Participation Form**

**Exhibit K**

**Subdivision and Special District Settlement Participation Form**

Governmental Entity: <u>Moffat County</u>	State: <u>CO</u>
Authorized Signatory: <u>Tony Bohrer</u>	
Address 1: <u>221 W. Victory Way</u>	
Address 2: <u>Ste 130</u>	
City, State, Zip: <u>Craig, CO 81625</u>	
Phone: <u>(970) 824-5517</u>	
Email: <u>t.bohrer@moffatcounty.net</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Teva Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.





8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Attachment B: Allergan Settlement Participation Form

**EXHIBIT K**

**Subdivision and Special District Settlement Participation Form**

Governmental Entity: <u>Moffat County</u>	State: <u>CO</u>
Authorized Signatory: <u>Tony Bohrer</u>	
Address 1: <u>221 W. Victory Way</u>	
Address 2: <u>Ste 130</u>	
City, State, Zip: <u>Craig, CO 81625</u>	
Phone: <u>(970) 824-5517</u>	
Email: <u>tbohrer@moffatcounty.net</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Allergan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**Attachment C: Walmart Settlement Participation Form**

**EXHIBIT K**

**Subdivision Participation Form**

Governmental Entity: <u>Moffat County</u>	State: <u>CO</u>
Authorized Official: <u>Tony Bohrer</u>	
Address 1: <u>221 W. Victory Way</u>	
Address 2: <u>Ste 130</u>	
City, State, Zip: <u>Craig, CO 81625</u>	
Phone: <u>(970) 824-5517</u>	
Email: <u>tbohrer@moffatcounty.net</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Attachment D: CVS Settlement Participation Form

**EXHIBIT K**

**Subdivision Participation and Release Form**

Governmental Entity: <u>Moffat County</u>	State: <u>CO</u>
Authorized Signatory: <u>Tony Bohrer</u>	
Address 1: <u>221 W. Victory Way</u>	
Address 2: <u>Ste 130</u>	
City, State, Zip: <u>Craig CO 81625</u>	
Phone: <u>(970) 824-5517</u>	
Email: <u>tbohrer@moffatcounty.net</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.





6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K**

**Subdivision Participation and Release Form**

Governmental Entity: <u>Moffat County</u>	State: <u>CO</u>
Authorized Signatory: <u>Tony Bohrer</u>	
Address 1: <u>221 W - Victory Way</u>	
Address 2: <u>Ste 130</u>	
City, State, Zip: <u>Craig, CO 81625</u>	
Phone: <u>(970) 824-5517</u>	
Email: <u>tbohrer@moffatcounty.net</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("Walgreens Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.





11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS**

March 14, 2023

Colorado Department of Labor and Employment  
Lisa Eze, Director, Purchasing & Contract Services  
633 17<sup>th</sup> Street, Ste. 1100  
Denver, CO 80202

**Certified Mail: 7018 1130 0000 8610 7056**  
and Regular U.S. Mails Delivery

Re: Lease Agreement (State-Owned Real Estate)  
Notice of Termination  
Lease Location: 480 Barclay Street, Craig, CO 81625  
Lessee: Moffat County Board of County Commissioners for and on behalf of County Veterans Service  
Officers

Dear Ms. Eze:

Pursuant to the Lease Agreement (State-Owned Real Estate) entered into March 12, 2019, between the State of Colorado, acting by and through the Department of Labor and Employment as Lessor and the Board of County Commissioners of Moffat County, Colorado, for and on behalf of the County Veterans Service Officers (CVSO), Lessee, and pursuant to Paragraphs 28 and 31A of said Agreement, Moffat County hereby provides 60 days' written notice of termination of said Agreement. Moffat County will vacate the Premises by May 31, 2023.

Should you have any questions or concerns regarding this notice of termination of Agreement, please feel free to contact our office at 970-824-5517.

Thank you.

Sincerely,

Tony Bohrer, Chair  
Moffat County Board of County Commissioners

Cc: Ed Wilkinson, Moffat County Veteran Service Officer  
Catherine Neilson, Moffat County Finance Director

TB/

221 West Victory Way, Ste. 130  
Craig, CO 81625  
(970) 824-5517 Office  
(970) 824-9191 Facsimile  
Website: <https://moffatcounty.colorado.gov>

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

BOCC 3/14/2023

Moffat County Courthouse

Project Update

Contract timeline is 11/15/21 – 03/25/23 Contract 97.15% complete

1. Punch list
2. Exterior work will stop this week
3. Temporary certificate of occupancy end of the month
5. Project Closeout
6. Moving April 10-14
7. BHI Pay App #16 in the amount of \$424,835.25
8. Treanor HL Pay App #15 in the amount of \$15,461.55
9. Workplace Resource #3 Retainage Release \$38,665.81
10. Pay Application Summary











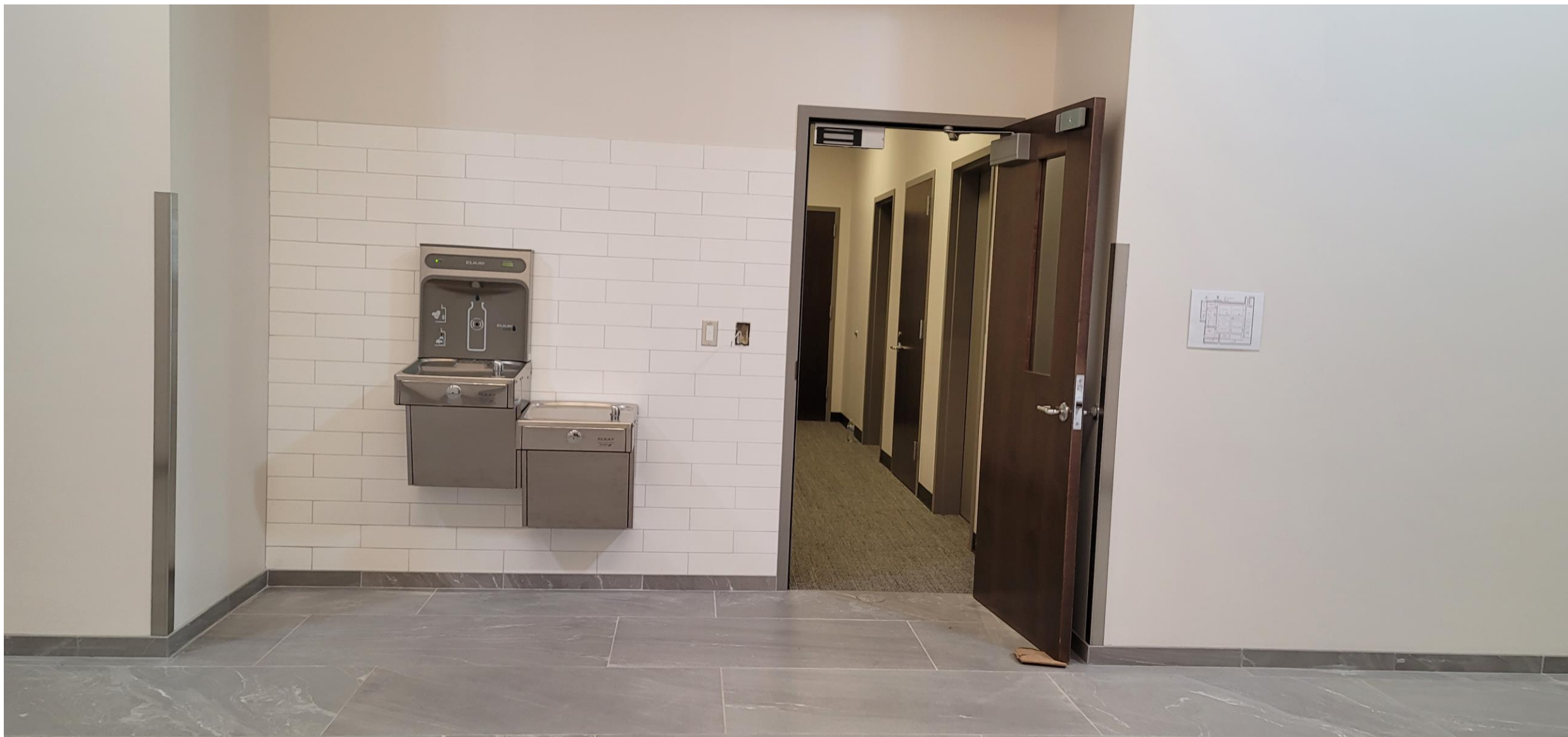




















## Timeline of Events

Temp Certificate of Occupancy 3/28/23

County will begin to move non essential furniture and fixtures in March

**Move in to new courthouse April 10-15**

## Move in April 10-15

County administration offices will be closed to the public April 10-15 for the move. Includes all county offices in the existing Courthouse, DHS, Extension office, Public Health, Veterans Services.

Clerk and Recorder, Treasurer, and Assessor will not be open to the public that week.

All employees will work a regular work week to help with the move.

Since we are moving all of the existing servers, beginning Monday April 10 there will be no phones, voicemail, email through out the week.

**New Courthouse will be open to the public on April 17**



## Timeline for 14<sup>th</sup> Judicial District

April 10-13 (Mon – Thurs) – open to public in old building –  
Judges to not conduct jury trials during that time.

April 14 (Fri)– April 18 (Tues) Closed to the public

April 19 (Wed) – Open to the public

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 178290

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

Project:   66101-0000 CO\_Moffat County Court  
House

Application No.:                   16

Distribution to :  
☐ Owner  
☐ Architect  
☐ Contractor

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

Via Architect:

Period To:               2/28/2023

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$18,535,618.00
2. Net Change By Change Order .....	\$1,695,252.52
3. Contract Sum To Date .....	\$20,230,870.52
4. Total Completed and Stored To Date .....	\$19,654,507.04
5. Retainage:	
a.   5.00% of Completed Work	\$982,725.36
b.   0.00% of Stored Material	\$0.00
Total Retainage .....	\$982,725.36
6. Total Earned Less Retainage .....	\$18,671,781.68
7. Less Previous Certificates For Payments .....	\$18,246,946.43
8. Current Payment Due .....	\$424,835.25
9. Balance To Finish, Plus Retainage .....	\$1,559,088.84

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$1,695,252.52	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$1,695,252.52	\$0.00
Net Changes By Change Order	\$1,695,252.52	

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

CONTRACTOR:       BH INC

By: \_\_\_\_\_ Date: 03-08-23

State of: Utah  
Subscribed and sworn to before me this  
Notary Public: \_\_\_\_\_  
My Commission expires: Aug 2, 2026

County of: Uintah  
day of March 23



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED   \$424,835.25

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

# CONTINUATION SHEET

Page 2 of 3

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

Application No. : 16

Application Date : 03/07/23

To: 02/28/23

Architect's Project No.:

Invoice # : 178290

Contract : 66101-0000 CO\_Moffat County Court House

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
01.00	General Conditions	147,248.00	146,221.25	513.00	0.00	146,734.25	99.65%	513.75	7,336.71
01.01	Payment Bond	183,414.00	183,414.00	0.00	0.00	183,414.00	100.00%	0.00	9,170.70
01.02	Supervision	325,600.00	317,230.00	4,185.00	0.00	321,415.00	98.71%	4,185.00	16,070.75
01.03	GC Fee	1,329,979.00	1,270,091.12	28,578.00	0.00	1,298,669.12	97.65%	31,309.88	64,933.46
01.04	Contingency Allowance	300,000.00	280,824.00	13,524.00	0.00	294,348.00	98.12%	5,652.00	14,717.40
02.01	Division 02 - Existing Conditions	221,178.00	221,178.00	0.00	0.00	221,178.00	100.00%	0.00	11,058.90
03.01	Division 03 - Concrete	125,350.00	125,350.00	0.00	0.00	125,350.00	100.00%	0.00	6,267.50
04.01	Division 04- Masonry	324,250.00	324,250.00	0.00	0.00	324,250.00	100.00%	0.00	16,212.50
05.01	Division 05 - Metals	27,600.00	27,600.00	0.00	0.00	27,600.00	100.00%	0.00	1,380.00
06.01	Division 06 - Wood, Plastics And Composites	559,100.00	445,854.29	90,200.00	0.00	536,054.29	95.88%	23,045.71	26,802.71
07.01	Division 07 - Thermal And Moisture Protection	1,556,292.00	1,544,331.00	8,711.00	0.00	1,553,042.00	99.79%	3,250.00	77,652.10
08.01	Division 08 - Openings	1,153,647.00	1,118,719.00	8,053.00	0.00	1,126,772.00	97.67%	26,875.00	56,338.60
09.01	Division 09 - Finishes	4,013,962.00	3,970,472.00	10,713.00	0.00	3,981,185.00	99.18%	32,777.00	199,059.25
10.01	Division 10 - Specialties	123,297.00	68,595.00	613.00	0.00	69,208.00	56.13%	54,089.00	3,460.40
12.01	Division 12 - Furnishings	3,574.00	0.00	1,455.00	0.00	1,455.00	40.71%	2,119.00	72.75
13.01	Division 13 - Special Construction	183,268.00	181,219.00	2,049.00	0.00	183,268.00	100.00%	0.00	9,163.40
21.01	Division 21 - Fire Suppression	175,000.00	173,455.00	0.00	0.00	173,455.00	99.12%	1,545.00	8,672.75
22.01	Division 22 - Plumbing	967,151.00	960,571.00	4,950.00	0.00	965,521.00	99.83%	1,630.00	48,276.06
23.01	Division 23 - HVAC	1,831,400.00	1,809,242.00	8,655.00	0.00	1,817,897.00	99.26%	13,503.00	90,894.85
26.01	Division 26- Electrical	3,389,365.00	3,329,790.00	33,105.00	0.00	3,362,895.00	99.22%	26,470.00	168,144.75
27.01	Division 27- Communications	1,019,470.00	961,123.00	55,996.00	0.00	1,017,119.00	99.77%	2,351.00	50,855.95
31.01	Division 31- Earthwork	423,413.00	400,167.00	17,588.00	0.00	417,755.00	98.66%	5,658.00	20,887.75
32.01	Division 32- Exterior Improvements	152,060.00	0.00	0.00	0.00	0.00	0.00%	152,060.00	0.00
99.01	CO#1 Roofing Material Increase	225,450.63	225,450.63	0.00	0.00	225,450.63	100.00%	0.00	11,272.53
99.02	CO#2	1,216,696.49	943,301.75	145,652.00	0.00	1,088,953.75	89.50%	127,742.74	54,447.69
99.03	PCO #5	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.04	PCO #6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.05	PCO #04	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.06	PCO #08	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.07	PCO #09	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.08	Change Order #004	139,093.87	108,651.00	12,655.00	0.00	121,306.00	87.21%	17,787.87	6,065.30
0-99-08	Change Order #03	114,011.53	70,212.00	0.00	0.00	70,212.00	61.58%	43,799.53	3,510.60

Grand Totals

20,230,870.52

19,207,312.04

447,195.00

0.00

19,654,507.04

97.15%

576,363.48

982,725.36

# TREANORHL

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

February 28, 2023  
Project No: JS0884.2001.01  
Invoice No: 51248

Project JS0884.2001.01 Moffat County Courthouse  
**Professional Services from February 1, 2023 to February 28, 2023**  
**FEE**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design- Courthouse	57,600.00	100.00	57,600.00	57,600.00	0.00
Design Development- Courthouse	76,800.00	100.00	76,800.00	76,800.00	0.00
Schematic Design- County	86,400.00	100.00	86,400.00	86,400.00	0.00
Design Development- County	115,200.00	100.00	115,200.00	115,200.00	0.00
Construction Documents - County	168,000.00	100.00	168,000.00	168,000.00	0.00
Construction Documents - Courthouse	168,000.00	100.00	168,000.00	168,000.00	0.00
Bidding - Courthouse	24,000.00	100.00	24,000.00	24,000.00	0.00
Bidding - County	24,000.00	100.00	24,000.00	24,000.00	0.00
Contract Admin- Courthouse	120,000.00	98.00	117,600.00	110,400.00	7,200.00
Contract Admin- County	120,000.00	98.00	117,600.00	110,400.00	7,200.00
Add Service #1 - County	105,950.00	100.00	105,950.00	105,950.00	0.00
Add Service #2 - Civil	55,700.00	98.00	54,586.00	54,586.00	0.00
Total Fee	1,121,650.00		1,115,736.00	1,101,336.00	14,400.00
		<b>Total Fee</b>			<b>14,400.00</b>

## CONSULTANTS

Cator, Ruma & Associates, Co.		
2/22/2023	Cator, Ruma & Associates, Co.	1,061.55
	<b>Total Consultants</b>	<b>1,061.55</b>
	<b>Total this Invoice</b>	<b>\$15,461.55</b>

Roy Tipton <rtipton@moffatcounty.net>

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

treasnorhl.com





**WORKPLACE  
RESOURCE**

The Power, Spirit and Possibility of Place

**WORKPLACE RESOURCE**  
9600 EAST 40TH AVENUE  
DENVER, CO 80238  
Phone: 303 571-5211  
Fax: 303 571-4888  
[www.wrcoloro.com](http://www.wrcoloro.com)  
Federal Id: 26-4459211

**Invoice**

Page: 1 of 1

Invoice Date: 02/01/23  
Date Due: 02/01/23  
Invoice Number: 53202338.2  
Apply To: 53202338.2  
Project: 54951  
Order: 54951.001  
Project Name: MOFFAT COUNTY  
COURTHOUSE RFP

Sold To: 2866-00  
MOFFAT COUNTY  
1198 W VICOTRY WAY  
CRAIG, CO 81625

Bill To: 2866-00  
MOFFAT COUNTY  
Attention: ROY TIPTON  
1198 W VICOTRY WAY  
CRAIG, CO 81625

Ship To: 2866-00  
MOFFAT COUNTY  
1198 W VICOTRY WAY  
CRAIG, CO 81625

ORDER REF: MOFFAT COUNTY COURTHOUSE RFP

Date Shipped	Customer PO	Shipped Via	FOB	Terms	Sales Person		
202209		Best Way	DEST	NETDUE UPON RECEIPT	BRITTANY HEGUY		
Line No	Loc	TAG Number	Description	Invoice Qty	Unit Price	Extended	
49	01	RETAINAGE	Retainage - 5% per contract for product	0.05	665,669.42	33,283.47	
50	01	RETAINAGE	Retainage - 5% per contract for installation	0.05	107,646.70	5,382.34	

Non-Taxable Sub-Total: 38,665.81

Remit To:  
**WORKPLACE RESOURCE**  
9600 EAST 40TH AVENUE  
DENVER, CO 80238

GRAND TOTAL: - USD - - - - - 38,665.81  
AMOUNT DUE 38,665.81  
If paid by cash, check or EFT



Development Services

RE: Final Settlement to Workplace Resource. for the furniture and furnishings at the ne Moffat County Courthouse. Pursuant to Revised Statutes 1973, Section 38-26-107 advertising for final payment was posted in The Craig Daily Press on March 3 and March 10, 2023. No notices of claims or outstanding payments have been received.

Workplace Resource	
Contract	\$ 773,316.72
Pay App #1	\$ 665,669.42
Retainage	\$ 33,283.47
INV 53202757	\$ 401.70
Amount Due	\$ 108,049.00
Retainage	\$ 5,402.45
Pay App #2	\$ 102,646.55
Total Retainage withheld	\$ 38,685.92

Submitted March 14, 2023 by

Roy Tipton  
Director  
Development Services



<b>BHI</b>	
Contract	\$18,535,618.00
Change Order #1	\$225,450.63
Change Order #2	\$1,216,696.46
Change Order #3	\$114,011.53
Change Order #4	\$139,093.87
<b>Total</b>	<b>\$20,230,870.49</b>
<b>Pay Applications trough 2/28/23</b>	
<b>BHI</b>	<b>97.12% Complete</b>
#1	\$ 193,414.00
#2	\$ 133,855.00
#3 1/31/2022	\$ 2,023,297.65
#4 3/1/2022	\$ 2,093,268.00
#5 4/1/2022	\$ 1,495,428.25
#6 5/2/2022	\$ 1,291,425.25
#7 5/31/2022	\$ 1,303,414.25
#8 6/30/2022	\$ 1,196,662.75
#9 7/31/2022	\$ 1,207,291.35
#10 8/31/2022	\$ 1,967,652.35
#11 9/30/2022	\$ 1,324,649.88
#12 10/31/22	\$ 1,578,260.30
#13 11/30/22	\$ 884,716.61
#14 12/27/22	\$ 1,188,770.15
#15 1/31/23	\$ 662,844.06
#16 2/28/23	\$ 424,835.25
<b>Total</b>	<b>\$ 18,969,785.10</b>
<b>Treanor HL</b>	
#1	\$ 15,622.38
#2 1/31/2022	\$ 14,400.00
#3 2/28/2022	\$ 30,292.50
#4 3/31/2022	\$ 40,417.00
#5 5/4/2022	\$ 14,400.00
#6 5/31/2022	\$ 50,985.00
#7 6/30/2022	\$ 56,066.95
#8 7/31/2022	\$ 33,622.50
#9 8/31/2022	\$ 25,666.17
#10 9/30/2022	\$ 22,775.73
#11 10/31/22	\$ 19,200.23
#12 11/30/22	\$ 17,650.50
#13 12/31/22	\$ 27,265.23
#14 1/31/2023	\$ 2,119.00
#15 2/28/23	\$ 15,461.55
<b>Total</b>	<b>\$ 385,944.74</b>

<b>NWCC</b>	
1/15/2022	\$ 587.20
2/17/2022	\$ 6,022.00
3/15/2022	\$ 3,845.00
6/3/2022	\$ 6,614.00
6/14/2022	\$ 1,285.20
6/16/2022	\$ 442.20
9/14/2022	\$ 3,296.60
NWCC 10/17/22	\$ 3,030.00
11/16/2022	\$ 984.40
1/16/2023	\$ 934.40
<b>Total</b>	<b>\$ 27,041.00</b>
<b>Workplace Resources FF&amp;E Contract</b>	\$ 773,316.12
Pay App #1	\$ 632,385.95
Pay App #2	\$ 102,264.36
Pay App #3	\$ 38,665.81
<b>Total</b>	<b>\$ 632,385.95</b>
<b>Summit Partners Network Equipment Contract</b>	\$ 157,054.62
<b>Total</b>	
<b>MicKinstry Essention LLC</b>	
Solar Field Design #1	\$ 33,134.40
Solar Field #2	\$ 29,265.60
<b>Total</b>	<b>\$ 62,400.00</b>
<b>Moffat County</b>	
WAP	\$ 7,514.65
Phones	\$ 19,868.05
YVEA	\$ 32,541.15
YVEA 8/3/22	\$ 2,892.61
Treasure Electronics 9/27/22	\$ 25,895.00
Arctic industries	\$ 8,423.01
Fort Knox Ballot Box	\$ 2,610.00
Wagner Equipment	\$ 11,520.00
Restaurant Supply	\$ 4,609.58
Reusable Transoprt Packing	\$ 4,329.89
Western Storage	\$ 15,000.00
Miller Family Appliance	\$ 2,077.00
ProVantage 1/25/23	\$ 29,629.32
<b>Total</b>	<b>\$ 166,910.26</b>
<b>Total Expenses through 2/28/2023</b>	<b>\$ 20,244,467.05</b>
<b>Total Contracts</b>	<b>\$21,741,137.23</b>