

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, May 14, 2024**

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) April 23 (pgs 3-5)

**Resolutions:**

- b) 2024-52: Voided Warrants for May 2024 (pg 6)
- c) 2024-53: Payroll (pg 7)
- d) 2024-54: Amended Fee Schedule (pgs 8-23)
- e) 2024-55: Accounts Payable (pg 24)

**Contracts & Reports:**

- f) Treasurer's Report (pgs 25 & 26)
- g) Fair Entertainment contract: 1340 Band (pgs 27-30)
- h) Senergy Petroleum account application (pgs 31 & 32)
- i) Groendyke Transport account application (pgs 33 & 34)
- j) Cooperative Services Agreement w/USDA for Wildlife Services (pgs 35-42)
- k) Construction Agreement for Airport Apron Seal Coat w/CR Contracting (pgs 43-52)
- l) Contract Amendment #1 – SWCA/Pumped Hydro Socio-Economic Study (pg 53)
- m) Maybell Store dba Backyard Booze Shop liquor license renewal (pg 54)
- n) Clerk's Office Recording Grant application (pgs 55 & 56)
- o) Clerk's Office Service Agreement w/LEDS (pgs 57-64)
- p) Loudy-Simpson Park Ice Arena Insulation Retrofit contract w/Charchalis Construction (pgs 65-73)
- q) Department of Public Health Emergency Exit Door installation contract w/Charchalis Construction (pgs 74-83)
- r) Public Safety Center Locks and Hinges Assessment contract w/Corvinus Group, LLC (pgs 84-92)



11:59 AM 5/13/2024

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:

## Staff Reports:

### Office of Development Services – Neil Binder

- Additional abatement/demolition costs at old Courthouse (pg 93)

## Presentation:

### Senior Social Center – Rebekah Greenwood

- Program update

Moffat County's YouTube link to view meeting:

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

OR

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

## Adjournment

The next scheduled BOCC meeting will be Tuesday, May 28, 2024 - 8:30 am



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

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

11:59 AM 5/13/2024

Moffat County Board of County Commissioners  
1198 W Victory Way Ste 104 Craig, CO 81625

April 23, 2024

**In attendance:** Tony Bohrer, Chair; Melody Villard, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Angie Boss; Chris Nichols; Candace Miller; Matt Solomon; Jim Howell; Loretta Earle; Julie Grobe; Rebecca Tyree; Steve Hinkemeyer; Barry Barnes; Ray Beck; Ashley Dishman; KC Hume

Commissioner Broom was absent for the Wild Horse Work Group meeting in Grand Junction

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

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

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

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) April 9

**Resolutions:**

- b) 2024-47: Accounts Payable
- c) 2024-48: Voided Warrants for the month of April 2024
- d) 2024-49: P-cards
- e) 2024-50: Payroll
- f) 2024-51: Transfer of Intergovernment Funds for the month of April

**Contracts & Reports:**

- g) Landfill Farming Lease
- h) Maybell Park/Sani-Star Dump Station license & service agreement
- i) Fair Entertainment Agreement – Demolition Derby

Bohrer made a motion to approve the consent agenda items A-I. Villard seconded the motion. Motion carried 2-0.

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

**Public Comment/General Discussion:**

Ray Beck came up to comment on SB 197. This is a water conservation bill.

**Commissioner Villard talked about:**

- The upcoming on-site BRECC (Building Resilient Economies in Coal Communities) committee meeting in Moffat County in June.

- The Dinosaur and Rangely Rural Technical Assistance Project for Developing Outdoor Recreation is wrapping up. This emphasizes OHV trails and the river in this location.
- Just in time for Maybell Heritage Days, the mural on the bathhouse at the Maybell Park is complete.

Bohrer spoke a bit more in detail about the background on SB 197. He thanked Moffat County Natural Resources Director, Jeff Comstock, for his work on this.

## Staff Reports:

### Office of Development Services – Neil Binder

- Bid Recommendation: Ice Arena Insulation Retrofit (see attached)

Bohrer mentioned the approval of the Ice Arena management agreement that was approved at the last BCC meeting.

Binder explained the criteria that was looked at in the bid process for the Ice Arena Insulation Retrofit. Two bids were received:

- |                                   |           |
|-----------------------------------|-----------|
| - Fenix Insulation (Hayden)       | \$179,000 |
| - Charchalis Construction (Craig) | \$178,000 |

Charchalis Construction had submitted three different bid amounts based on different material scenarios. Binder reasoned that spray-in insulation would be more “puck worthy” and better for longevity of the insulation as well as the building. \$110,000 had been the original budgeted amount and it was proposed to do the job over two years. In order to do the job in one year, and at a higher cost, ARPA funding and some additional monies will be put towards the project.

Binder recommended awarding the bid to Charchalis Construction in the amount of \$178,000.

Villard made a motion to approve the bid from Charchalis Construction in the amount of \$178,000 for the Ice Arena insulation project. Bohrer seconded the motion. Motion carried 2-0.

## Presentation(s):

### National Day of Prayer – Julie Grobe & Loretta Earle

- Annual Proclamation (see attached)

Grobe gave the background on the National Day of Prayer and plans for this year’s event.

Villard moved to proclaim May 2, 2024 as the Moffat County Day of Prayer. Bohrer seconded the motion. Motion carried 2-0.

### AGNC – Matt Solomon

- AGNC Grant Program update

Solomon (AGNC Grant Navigator Program), spoke about a survey NW CO Energy Initiative will be distributing beginning May 1<sup>st</sup>. He asked for the BCC’s help in getting the survey out to our citizens.

His next topic of discussion concerned the Communities LEAP Grant. The idea of this grant is a modeling exercise to look at economic development to see what the future of Craig can be. Solomon said his goal is to find a multi-faceted approach to replace a single source economy with a multi-source economy.

Solomon also explained the purpose behind the AGNC Grant Navigator Program.

**Land Use Board – Steve Hinkemeyer**

- **Resolution 2024-46:** No Net Loss of Private Lands Policy (see attached)

Hinkemeyer, chairman of the Moffat County Land Use Board, spoke about updating the county’s No Net Loss of Private Lands Policy. The LUB was asked by the BCC to examine and reevaluate the existing policy. The policy expresses the need for state, federal, nonprofit, and private lands to remain proportional in ownership in Moffat County to protect economies, customs and cultures into the future.

Villard moved to adopt **Resolution 2024-46:** No Net Loss of Private Lands Policy (Replacing Appendix G: Moffat County Public Lands Policy) as presented. Bohrer seconded the motion. Motion carried 2-0.

**Advocates**

- **Denim Day Annual Proclamation** (see attached)

No one was present to represent Advocates for this proclamation, so Bohrer gave a background on “Denim Day” in conjunction with Sexual Assault Awareness month.

Villard moved to proclaim April 24, 2024 Denim Day in Moffat County. Bohrer seconded the motion. Motion carried 2-0.

Before adjourning the meeting, Villard spoke about the survey that is out there right now regarding the feasibility study for the proposed multi-use event center at the Moffat County Fairgrounds.

**Meeting adjourned at 9:03 am**

**The next scheduled BOCC meeting is Tuesday, May 14, 2024**

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

\_\_\_\_\_

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

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

RESOLUTION 2024-52  
 VOIDED WARRANTS RESOLUTION  
 FOR THE MONTH OF MAY

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:

5.14.24

TO: WARRANT FUND 10-0000-2003 \$ 1,165,215.63 dr

VOID FUND	WARRANT #		VENDOR NAME	
GENERAL	438344	4.23.24	Craig Powersports Duplicate	\$ 16,358.79
CAPITAL	438297	4.9.24	SGLC Constulting Inc Lost	\$ 1,148,823.76
GENERAL	438365	4.30.24	Ivory Tip Fencing Tony Bohrer	\$ 33.08

FROM: WARRANT FUND 10-0000-1001 \$ 1,165,215.63

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
 Chairman

STATE OF COLORADO )  
 )ss.  
 COUNTY OF MOFFAT )

I, Erin Miller, (Deputy) 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. 2024

\_\_\_\_\_  
 County Clerk & Ex-officio

cr

RESOLUTION 2024-53  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 4/27/2024

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

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

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

**Pay Date 5/10/2024**

FROM FUND:			
General	0010.7000	\$251,319.00	cr
Road & Bridge	0020.7000	\$159,236.83	cr
Landfill	0070.7000	\$15,049.51	cr
Airport	0120.7000	\$726.96	cr
Library	0130.7001	\$10,887.24	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,519.92	cr
Mo Co Tourism	0320.7000	\$3,184.18	cr
PSC Jail	0072.7000	\$60,408.18	cr
Human Services	0030.7100	\$64,681.81	cr
Public Health	0065.7000	\$12,872.89	cr
SM I	0168.7000	\$4,185.70	cr
SM II	0169.7000	\$4,818.65	cr
TO FUND:			
Warrant	0100.1000	\$593,890.87	dr

Adopted this 14th day of May, A.D. 2024

\_\_\_\_\_  
 Chairman

STATE OF COLORADO     )  
                                   )ss.  
 COUNTY OF MOFFAT     )

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

**RESOLUTION 2024-54**

**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 14<sup>th</sup> day of May 2024.
2. That any resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

Adopted this 14th day of May, 2024.

\_\_\_\_\_  
Tony Bohrer  
Chairman, 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 14th day of May, 2024.

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



**MOFFAT COUNTY  
FEE SCHEDULE**

**RESOLUTION NO. 2024-54**

**EXHIBIT "A"**

**AMENDED: May 6, 2024**

**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	\$13.00 first page \$5.00 each additional page
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	\$0.25 per claim additional
Motor Vehicle Title Fee	\$7.20
Duplicate Title	\$8.20
Temporary Permit	\$7.03
Auto Plate Replacement	\$8.73
Trailer Plate Replacement	\$6.55
Copy of Registration	\$4.00
Tab Replacement (year)/(month)	\$4.22/yr    \$4.37/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

**SHERIFF**  
**Civil Papers (Any Non-Gov't Agency)**

<b>Types of Civil Service</b>	<b>Location</b>	<b>Total Fees</b>	<b>Non- Service Fees</b>
<b>Service &amp; Return - Summons</b>			
	<b>Craig</b>	<b>\$40.00</b>	<b>\$20.00</b>
	<b>Hamilton</b>	<b>\$45.00</b>	<b>\$23.00</b>
	<b>Maybell</b>	<b>\$55.00</b>	<b>\$35.00</b>
	<b>Dinosaur</b>	<b>\$93.00</b>	<b>\$73.00</b>
<b>Writ of Garnishment -</b>			
	<b>Craig</b>	<b>\$25.00</b>	
	<b>Hamilton</b>	<b>\$28.00</b>	
	<b>Maybell</b>	<b>\$40.00</b>	
	<b>Dinosaur</b>	<b>\$78.00</b>	
<b>Service &amp; Return - Subpoena</b>			
	<b>Craig</b>	<b>\$70.00</b>	<b>\$20.00</b>
	<b>Hamilton</b>	<b>\$73.00</b>	<b>\$23.00</b>
	<b>Maybell</b>	<b>\$85.00</b>	<b>\$35.00</b>
	<b>Dinosaur</b>	<b>\$123.00</b>	<b>\$73.00</b>
<b>*Writ of Restitution &amp; Order of Possession</b>			
	<b>Craig</b>	<b>\$65.00</b>	
	<b>Hamilton</b>	<b>\$75.00</b>	
	<b>Maybell</b>	<b>\$85.00</b>	
	<b>Dinosaur</b>	<b>\$123.00</b>	
<b>Criminal Papers Any Gov't Agency</b>			
<b>Service &amp; Return - Summons</b>	<b>Craig</b>	<b>\$20.00</b>	<b>\$10.00</b>
	<b>Hamilton</b>	<b>\$23.00</b>	<b>\$13.00</b>
	<b>Maybell</b>	<b>\$35.00</b>	<b>\$25.00</b>
	<b>Dinosaur</b>	<b>\$73.00</b>	<b>\$63.00</b>
<b>Service &amp; Return - Subpoena</b>			
	<b>Craig</b>	<b>\$12.50</b>	<b>\$10.00</b>
	<b>Hamilton</b>	<b>\$15.50</b>	<b>\$13.00</b>
	<b>Maybell</b>	<b>\$27.50</b>	<b>\$25.00</b>
	<b>Dinosaur</b>	<b>\$65.00</b>	<b>\$63.00</b>
<b>Records Fees</b>			
<b>Search Charge</b>	<b>\$5.00</b>	<b>\$25.00/hr (if over 30 min)</b>	
	<b>Copy Fee</b>	<b>\$0.25/page</b>	
	<b>Retrieving Electronic Data (Recordings, photos, and video)</b>	<b>\$20.00</b>	

<b>Concealed Weapons Permit Fees:</b>			
<b>Sheriff's Fee - New</b>		<b>\$100.00</b>	
<b>CBI/FBI Background Check - New</b>		<b>\$52.50</b>	
<b>Sheriff's Fee - Renewal</b>		<b>\$50.00</b>	
<b>CBI/FBI Background Check - Renewal</b>		<b>\$13.00</b>	
<b>Late Fee</b>		<b>\$15.00</b>	
<b>Lost Permit Fee</b>		<b>\$15.00</b>	
<b>Ranch Watch Signs</b>		<b>\$15.00</b>	
<b>VIN Inspections</b>	<b>Out of Office</b>	<b>\$10.00/vehicle</b>	
<b>Certified VINS</b>		<b>\$50.00/vehicle</b>	

\*For service of any Writ of Restitution or Order of Possession of Premises, except that if execution of any such writ is required, and the work performed exceeds two hours in duration, an additional fee may be charged after the Sheriff has provided detailed accounting of his or her actual expenses.

This fee structure for Civil Process Fees under 30-1-104 as approved by the Moffat County Commissioners under resolution 2008-13. These fees will include at least three attempts, round trip mileage, return of service if not included and postage. We are required by statute to collect fees in advance.

Please note that we are no longer required to notarize a return of service.

### JAIL

Booking Fee	\$30.00
Booking Sheets	\$5.00
Processing of Bonds	\$10.00
Processing of Finger Prints	\$10.00 for Applicants \$15.00 Court Ordered
Cost of Care	\$75.65 per day
Work Release	\$75.65 per day

### Office of Emergency Management

Secure Transport Service licensing and permitting (non-refundable flat fees):

Three (3) Year Secure Transportation Service License Fee	\$100
One (1) Year Secure Transport Vehicle Fee	\$20 per vehicle (ambulances exempt)
Replacement Sticker/New Vehicle Fee	\$20 per vehicle

### TREASURER

Collecting School Taxes	1/4%
Collecting Town and City Taxes	2%
Collecting Taxes of every other kind	5%
Collecting all moneys other than taxes, except Federal Funds	1%
Certificate of Purchase delivered	\$4.00
Certificate of Redemption delivered	\$7.00
Processing and application for a Treasurer's Deed – Advertised	\$75.00
Processing an application for a Treasurer's Deed – Not Advertised	\$35.00

Certificate of Taxes and Assessments due, for each parcel or description	\$10.00
Copy of duplicate Tax Receipt (current year)	\$2.00
Copy of duplicate Tax Receipt (prior year)	\$5.00
Assignment of Recording of Certificate of Purchase from county, city, or town	\$13.00
Endorsing payment of subsequent taxes on Tax Certificate and books of tax sales for each tract	\$5.00
Penalty Assessment for returned check	\$20.00
Preparation of a Distrain Warrant	\$15.00
<b>Public Trustee:</b> File and Record Release Deed of Trust	\$28.00
Advertising delinquent personal property	\$15.00 or the cost of advertising, whichever is greater
Research	\$15.00 per hour or portion thereof, but not less than \$15.00
Copies	\$0.25 per page

### OPEN RECORD REQUESTS

Open Record Requests	\$0.25 per standard page or an amount not to exceed the actual cost of providing a copy, printout or photograph of a public record in a format other than a standard page.
Staff Research Time	When County Employees must expend time to research, redact, retrieve, review, supervise, copy, process, or otherwise take time away from their normally assigned duties in response to this Open Records Request, such employee's time shall be payable by the requesting party and billed at <b>\$33.58/hour</b> , unless the elected official or department head had set a lower hourly rate. No staff time shall be billed for the expenditure of time of one (1) hour or less.

### LIBRARY

Fines	\$0.15 per day
Copies	Color - \$0.50/pg; B&W - \$0.20/pg
Fax	\$1.00 per page to send \$0.50 per page to receive

## Department of Public Health

Basic Life Saving/Heartsaver Class(es)	\$25/person/class
Birth Certificate	*\$20 first copy - \$13 all additional copies
Death Certificate	*\$20 first copy - \$13 all additional copies

\*plus postage, if necessary

## Department of Human Services

Copies of paper & electronic documents from Child Welfare Records & Self Sufficiency Records	\$0.25 per page plus postage (if necessary)
Adoptive Studies (for non-foster parents)	\$800.00
Relinquishment Counseling (for non-clients)	\$37.10/hr

## HOUSING AUTHORITY

60 years of age or older Daily Dining (in house)	\$2.50 per single meal
60 years of age or older Meals-on-Wheels	\$3.50 per single meal

## AIRPORT

New Hanger Lease (Ground)	One half of 1% of Assessed Value
Tie Down Fee	\$30.00/ month for single engine \$50.00/month for multi engine \$50.00/month helicopter

## BUILDING PERMITS

Value	Permit Fee
<i>\$100,001.00 to \$500,000.00</i>	
First \$100,000.00	\$993.75
For each additional \$1,000.00	\$5.60
<i>\$500,001.00 to \$1,000,000.00</i>	
First \$500,000.00	\$3,233.75
For each additional \$1,000.00	\$4.75
<i>\$1,000,001.00 and up</i>	
First \$1,000,000.00	\$5,608.75
For each additional \$1,000,000.00 or fraction thereof	\$315
<i>Plan Check Fee 65%</i>	

### Other Buildings use for Value Calculation:

Finished Garage	\$25.00/Sq. Ft.
Pole Construction	\$16.00/Sq. Ft.
w/Cement Floor	\$20.00/Sq. Ft.

Shop (metal)	\$30.00/Sq. Ft.
Covered Deck	\$20.00/Sq. Ft.

**Modular use for Value Calculation:**

Crawl Space	\$50.00/Sq. Ft.
Unfinished Basement	\$65.00/Sq. Ft.
Finished Basement	\$85.00/Sq. Ft.
Single Wide on Ground Blocks	Single: \$145/ Double: \$220

**Mechanical:**

1	For the issuance of each mechanical permit	
2	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$25.00
		\$10.00
	<b>FURNACES:</b>	
1	For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance, up to and including 100,000 BTU.	\$17.00
2	For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance over 100,000 BTU.	\$21.00
3	For the installation or relocation of each floor furnace, including vent.	\$17.00
4	For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater.	\$17.00
	<b>APPLIANCE VENTS:</b>	
1	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$8.50
	<b>REPAIRS OR ADDITIONS:</b>	
1	For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, abortion unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the international mechanical code.	\$16.00
	<b>BOILERS, COMPRESSORS and ABSORPTION SYSTEMS</b>	
1	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kw), or each absorption system to and including 100,000 BTU	\$17.00
2	... over 3 to 15 horsepower, or over 100,000 BTU including 500,000 BTU	\$31.00
3	... over 15 to 30 horsepower, or over 500,000 BTU including 1,000,000 BTU	\$43.00
4	... over 30 to 50 horsepower, or over 1,000,000 BTU including 1,750,000 BTU	\$64.00
5	... over 50 horsepower, or over 1,750,000 BTU	\$106.00

	<b>AIR HANDLERS:</b>	
1	For each air-handling unit to and including 10,000 cfm (4719L/s) including ducts attached thereto NOTE: This fee does not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the International Mechanical Code	\$12.00
	For each air-handling unit over 10,000 cfm	\$21.00
	<b>EVAPORATIVE COOLERS</b>	
1	For each evaporative cooler other than portable type (swamp cooler)	\$12.00
	<b>VENTILATION and EXHAUST</b>	
1	For each ventilation fan connected to a single duct	\$8.00
2	For each ventilation system which is not a portion of any heating or AC system	\$12.00
3	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$12.00
	<b>MISCELLANEOUS:</b>	
1	For each appliance or piece of equipment regulated by the International Mechanical Code but not classified in other appliance categories, or for which no other fee is listed in the table e.g.... ducts	\$12.00
2	Gas piping (one to five outlets)	\$20.00
	(each additional outlet)	\$1.00
3	Inserts, Stoves & Fireplaces (classified under Furnaces)	\$17.00
4	Roof Top Unit	
	* if Duo Pac, charge for Compressor & Furnace according to BTUs	
	* if Cooling, charge for Compressor according to BTUs	
	* if Heating, charge for Furnace according to BTUs	
5	* In-Floor (Radiant) Heating System	
	* Charge for Boiler according to BTUs	

**Plumbing:**

1	For the issuance of each plumbing permit	\$ 25.00
2	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$ 15.00
	<b>UNIT FEE SCHEDULE (in addition to items 1&amp;2 above):</b>	
1	For each plumbing fixture on 1 trap or a set of fixtures on 1 trap.	\$8.00
2	For each building sewer and each trailer park sewer.	\$18.00
3	Rainwater systems - per drain (inside building).	\$8.00
4	For each water heater and/or vent.	\$8.00

5	For each gas piping system of 1 to 5 outlets.	\$20.00
6	For each additional gas piping system outlet, per outlet.	\$1.00
7	For each industrial waste pretreatment interceptor including its trap.	\$10.00
8	For each installation, alteration or repair of water piping and/or water treating equipment, each	\$8.00
9	For each repair or alteration of drainage or vent piping, each fixture.	\$8.00
10	For each lawn sprinkler system on any 1 meter, includes backflow devices.	\$8.00
11	For atmospheric-type vacuum breakers:	
	1 to 5 fixtures	\$5.00
	over 5, each	\$1.00
	For each backflow protective device other than atmospheric type vacuum breakers:	
	2-inch (51 mm) diameter and smaller	\$10.00
	over 2-inch (51mm) diameter	\$20.00
	For each graywater system	\$40.00
	For initial installation and testing for a reclaimed water system	\$30.00
	For each annual cross-connection testing of reclaimed water system (excluding initial test)	\$30.00
	For each medical gas piping system serving 1 to 5 inlets 1 outlets for specific gas	\$50.00
	For each additional medial gas inlet 1 outlet	\$5.00

**Contractor Registry:**

Annual Contractor Registry Fee	\$60.00/yr

**PLANNING**

**Meeting with Moffat County Planning Department in required prior to submittal of any application  
Pricing does not include State, survey, recording or other fees**

<b>Conditional Use</b> (including Seismic & Meteorological Towers)	\$300
<b>Conditional Use</b> (Utility Scale Solar & Battery Storage)	\$1,000
<b>Conditional Use</b> (Utility Scale Wind Farm)	\$1,000
<b>Exemption from Subdivision Regulations</b>	\$200
<b>Permit Amendment</b>	\$200
<b>Temporary Use</b> (1-year with 2 optional renewals - \$50 each)	\$100
<b>Zoning Variance</b>	\$175
<b>Replat</b>	\$100
<b>Rezone</b>	\$300
<b>Resubdivision</b>	\$250
<b>Road/Alley Vacation</b>	\$75
<b>Minor Subdivision –</b> Sketch/Preliminary Plan (\$300) Minor Subdivision Final Plan (\$200)	\$500
<b>Major Subdivision –</b> Subdivision Sketch Plan (\$300) Subdivision Preliminary Plan (for 10 lots or less) (\$450) Additional \$50 per lot over 10 lots Subdivision Final Plan (\$250)	\$1,000



## FACILITIES

**\$500.00 refundable security deposit required on all facilities**

### **Buildings:**

**Pavilion:** (Includes use of Kitchen, 40) 8' Tables & 300 Chairs, & A/V System - Projector, Screen, Sound System, Wireless Microphones, WiFi)

<b>Cleaning fee (all renters)</b>	<b>\$75.00</b>	<b>+ Cleaning Fee</b>
County resident (private) day or days of event	\$275.00/day	\$350.00/day
Non-county resident (private) day or days of event	\$300.00/day	\$375.00
Commercial/County resident (for profit) Includes Dances & Concerts	\$450.00/day	\$525.00
Commercial/Non-county resident (for profit) Includes Dances & Concerts	\$700.00/day	\$775.00
County Resident (private) 3 day special (ex.: Friday, Saturday, Sunday) set-up/event/clean-up	\$475.00 (includes cleaning fee)	N/A
Setup/cleanup days	\$75.00/day	N/A
Pavilion dishes (washing required)	\$25.00 flat fee	N/A
<b><u>Moffat County Non-Profit:</u></b> (must supply non-profit status) <b>Youth/ Non-Profit/Special Use –</b> Any organization deemed to receive special consideration by the Moffat County Board of County Commissioners	\$50.00/day	\$125.00
Usage by Moffat County staff for county business	No Charge	N/A

### **Grandstands Bldg:** (includes use of 39) 8' tables & 170 chairs, concession stand, WiFi)

County resident (private) day or days of event	\$250.00/day
Non-county resident (private) day or days of event	\$275.00/day
County resident (for profit) Includes Dances, Concerts & Auctions	\$400.00/day
Commercial/Non-county resident (for profit) Includes Dances & Concerts	\$650.00/day
Setup/cleanup days	\$50.00/day
<b><u>Moffat County Non-Profit:</u></b> (must supply non-profit status) <b>Youth/ Non-Profit/Special Use –</b> Any organization deemed to receive special consideration by the Moffat County Board of County Commissioners	\$50.00/event day
Usage by Moffat County staff for county business	N/C

**Picnic Shelter:**

Large Group Picnics (100 people or more) using one or both shelters	\$165.00/day
County resident (private/non-profit)	\$90.00/day
Non-County resident (private/non-profit)	\$115.00/day
Setup and cleanup days	\$60.00/day

<b>Non-County Resident</b> (large scale/for profit) Includes dances & concerts	\$765.00/day* (499 capacity) \$1030/day* (500+ capacity)
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**Large Scale Community Events:**

1-3 days	\$360.00
3-5 days	\$560.00
Any additional days after 5	\$110.00/day

**\*Large scale events require \$500.00 refundable security deposit, Certificate of Liability Insurance, porta-potties, security and parking attendants**

**Indoor Arena:**

County resident- Non-profit and service organizations day or days of event	\$250/day*
Non-profit and service organizations, in or out of County charging admission or entrance fees	\$275/day*
County (for profit) Includes dances and concerts	\$450.00/day*
Non-County resident (for profit) Includes dances and concerts	\$800.00/day* (499 capacity) \$1000/day* (500+ capacity)
*Open Bldg only	
<b>Additional Fees:</b>	
Panels	\$100/event
Bleachers	\$50/event
PA System	\$25/event
<b>If available: (event only)</b>	
Tables (8')	\$10/table
Chairs (metal/folding)	\$1.50/chair
Setup and cleanup days	\$75.00/day
Usage by Moffat County staff for County business	No Charge

**Outside Arenas, with Racetrack and Grandstands:**

County resident (non-profit) and service organizations, in or out of County, <b>not</b> charging admission or entrance fees	Arena A - \$100.00/day Arena B - \$100.00/day
County resident (non-profit) and service organizations, in or out of County, charging admission or entrance fees	Arena A - \$150.00/day Arena B - \$150.00/day
County resident (for profit)	Arena A - \$300.00/day Arena B - \$300.00/day
Non-County (for profit)	Arena A - \$550.00/day Arena B - \$400.00/day
Race Track – Horse Races	\$1000/day

Includes use of grandstands, restrooms and horse barns. Ground preparation <b>one time</b> per event, lights and PA system.	
Any <b>extra</b> ground work during event:	\$63.50/Arena (Water - \$23.50 & Labor - \$40.00)

<b>Clinics, Schools and Lessons sponsored by a county resident when instructor charges a fee</b> <b>Per hour, Per arena</b>	<b>Arena A - \$100.00/day</b> <b>Arena B - \$100.00/day</b> <b>\$25.00/hr</b>
<b>Local clubs and organizations seasonal use (up to a 6-month period). Includes ground preparation and lights for jackpots and competition events.</b>	<b>\$400.00/season</b>
<b>Arena lights private use per arena (time period dark till midnight)</b>	<b>\$35.00/night</b>
<b>Stock pen seasonal use by clubs or organizations</b> <b>Stock pen seasonal use by clubs or organizations</b> <b>Stock pen over night travelers</b> <b>Stock pen for profit use</b>	<b>\$400.00/season up to 30 head</b> <b>\$10.00 per head over 30</b> <b>\$20.00 per day/night</b> <b>\$50.00 per day/night</b>

**Horse Stalls:**

Overnight boarding	\$20.00 per night
Vet care (Max. three weeks stay)	\$10.00 per day/night

**RV/Water Hookups:**

Overnight travelers (40 spots available)	\$25.00 per night/night
Short weekend type events	\$25.00 per day/night
Larger events running more than a weekend (over 2-3 nights)	May be negotiated with Fairgrounds Manager
All other electric outlets. (Use only after all RV hookups full). Event producer / user responsible to collect all fees and pay Moffat County.	\$15.00 per day/night

**Loudy-Simpson Park:**

**Picnic Shelter**

Large Group Picnics (100 people or more) using one or both shelters	\$165.00/day
County resident (private/non-profit)	\$90.00/day
Non-County resident (private/non-profit)	\$115.00/day
Setup and cleanup days	\$60.00/day

<b>Non-County Resident</b> (large scale/for profit) Includes dances & concerts	\$765.00/day* (499 capacity) \$1030/day* (500+ capacity)
---	---

**Large Scale Community Events:**

1-3 days	\$360.00
3-5 days	\$560.00
Any additional days after 5	\$110.00/day

**\*Large scale events require \$500.00 refundable security deposit, Certificate of Liability Insurance, porta-potties, security and parking attendants**

**Ball Fields:**

Practice	\$15.00 per field/per day
Games (7 am to 7 pm)	\$65.00 per field/per day

**Soccer Field:**

Marking of soccer field	\$215.00/time
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**Freeman Reservoir Campground:**

17 available campsites (first-come, first-served basis)	\$20/night
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Moffat County does the care-taking at Freeman Reservoir Campground on behalf of the U.S. Forest Service

## PEST MANAGEMENT CHEMICAL APPLICATION

<b>Private Pest Management:</b> includes the labor provided by the county to treat weeds, ground squirrels, gophers, etc. In addition to these services all applicable materials will also be billed back with a 5% handling charge. All rates are per laborer and include equipment.	
Private Pest Mgmt, in conjunction with an approved Pest Management Partnership	\$25.00/hr
Individual Private Pest Mgmt. (No partners)	\$65.00/hr
Inter-Agency Pest Management	\$500/day
<b>Mosquito Control</b>	
Public Health Mosquito Mitigation: Habitat and population monitoring	FREE
Aerial Mosquito Spraying	50% costshare (flying and materials) on approved projects

## MAYBELL SANITATION FEES

<b>Tap Fees:</b>	
<b>Residential</b>	\$2,930.00
<b>Commercial (2 to 4 taps)</b>	\$5,860.00 to \$11,720.00
<b>Rates:</b>	
1 Tap	\$120/qtr
2 Taps	\$240/qtr
3 Taps	\$360/qtr
4 Taps	\$480/qtr

## LANDFILL TIPPING FEES

Due to trash blowing out of trucks and trailers and scattering along roadways, the Moffat County Landfill will start requiring all loads to be secured with a tarp, completely covering the entire load or hauled in an enclosed trailer. Any loads that are not secured will be charged at double the normal rate for the load.

<b>Description</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>*Out of State</b>
Minimum:	\$15.00	\$20.00	\$40.00
Municipal Waste	\$50.00/ton	\$80.00/ton	\$160.00/ton
Residential Waste	\$50.00/ton	\$80.00/ton	\$160.00/ton
Commercial/Industrial	\$50.00/ton	\$80.00/ton	\$160.00/ton
Solid Waste	\$45.00/ton	\$80.00/ton	\$160.00/ton
Concrete	\$50.00/ton	\$80.00/ton	\$160.00/ton
Special Waste (contaminated soils, non-friable asbestos)	\$55.00/ton	\$110.00/ton	\$220.00/ton

### **Tires:**

<b>Description</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>*Out of State</b>
Car/Pickup	\$6.00	\$15.00	\$30.00
Semi-Truck	\$10.00	\$20.00	\$40.00
Heavy Equipment	\$30.00	\$60.00	\$60.00

### **Other Items:**

<b>Description</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>*Out of State</b>
Surcharge – Mattress, Box Springs	\$10.00 each	\$20.00 each	\$40.00/each

\*Effective July 1, 2024

The Landfill does not accept the following items: tires on rims, refrigerated units without the proper certification, liquid waste, batteries, hazardous waste or chemicals, Bio-Hazard bags or refuse, friable asbestos, and propane tanks (unless valve has been removed completely and recycle in metal dumpster).

## ROAD & BRIDGE DEPARTMENT

Right-Of-Way Access Permit	\$100.00
Right-Of-Way Access Permit – Address Only	\$65.00
Utilities Installation Permit - May require bond Additional \$0.25 per linear foot for installations within county right-of-way	\$100.00
Road Maintenance Permit for Private Entities - May require bond	\$250.00
Oil & Gas Rig Movement Permit Application	\$1000.00
Maps (Charge an additional \$1.50 for postage if we mail.)	\$3.00 per map

### **Transport Permits:**

Single Trip Oversize	\$15.00
Single Trip Oversize/Overweight	\$15.00 + \$5.00/Axle
Annual Oversize/Overweight	\$250.00
Annual Fleet	\$750.00 + \$25.00/Vehicle
Special Permit	\$125.00

### **Credit/Debit Card Transaction Fees:**

Additional Charge of 2.25% + \$0.75 per transaction

## CEMETERY

Cemetery Lots	\$425.00
Cemetery Lot – Infant Section	\$100.00
Cemetery Lot – Half Lots for cremation or infant burials	\$215.00
Internment Fee (Full Burial)	\$390.00
Weekend or Holiday	\$690.00
Internment Fee (Cremains)	\$210.00
*Weekend or Holiday	\$360.00
Internment Fee – Infant (varies depending on size of casket used)	\$210-\$390
Disinterment of casketed burial with open space on one side	\$825.00
Disinterment of casketed burial with no space on either side	\$1,025.00
Disinterment of cremains	\$110.00
Disinterment of infant	Quoted at time
Cement Stone foundations	\$150.00
Flower vases – Eaton Style – Per Vase	\$75.00

\*The above overtime charge will be added to the above interment fees if cemetery personnel are required to be on premises of the cemetery on Saturday, Sunday, or holidays regardless of the amount of time needed.

No burials will be allowed on Memorial Day, Thanksgiving, Christmas or New Years Day. If these days are part of a three-day weekend for County employees, no burials will be allowed on any of those days.

RESOLUTION 2024-55  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF MAY 2024

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

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

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

FROM FUND:	Check Date:	5/14/2024		
General	110	<u>\$394,346.35</u>	CR	0010.7000
Road & Bridge	200	<u>\$63,664.53</u>	CR	0020.7000
Landfill	240	<u>\$12,250.51</u>	CR	0070.7000
Airport	260	<u>\$3,407.08</u>	CR	0120.7000
Emergency 911	270	<u>\$4,475.58</u>	CR	0350.7000
Capital Projects	510	<u>\$1,405,871.76</u>	CR	0160.7000
Conservation Trust	211	<u>\$7,218.01</u>	CR	0060.7000
Library	212	<u>\$4,744.21</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$4,549.74</u>	CR	0280.7000
Health & Welfare	720	<u>\$239,779.02</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,270.10</u>	CR	0170.7000
Internal Service Fund	710	<u>\$576.13</u>	CR	0325.7000
Lease Purchase Fund	410	<u>                    </u>	CR	0175.7000
NCT Telecom	520	<u>                    </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$1,724.21</u>	CR	0320.7000
PSC - JAIL	210	<u>\$51,774.11</u>	CR	0072.7000
Human Sevices	220	<u>\$24,508.60</u>	CR	0030.7100
Public Health	250	<u>\$4,781.10</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$88,774.41</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>                    </u>	CR	0167.7000
Sunset Meadows II	920	<u>\$16,222.25</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>                    </u>	CR	0171.7000
Museum	229	<u>                    </u>	CR	0310.7000
ACET	275	<u>                    </u>	CR	0040.7000
Shadow Mountain LID	530	<u>\$9,299.46</u>	CR	0110.7000
MC Local Marketing District	231	<u>\$39,405.26</u>	CR	0050.7000
To Fund				
Warrant		<u>\$2,378,642.42</u>	DR	

Adopted this 14th day of May, 2024

\_\_\_\_\_  
Chairman



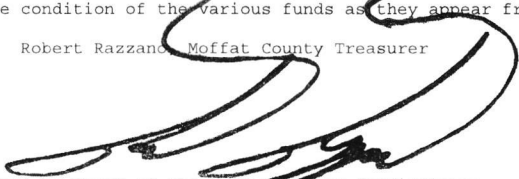
MONTHLY REPORT OF MOFFAT COUNTY TREASURER  
MARCH 30, 2024 THRU APRIL 30, 2024

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	30,791,949.74	3,223,493.08	861,223.74	51.72		-1,418.34		-176,706.22	-851,532.05	33,847,061.67
ROAD & BRIDGE FUND	10,059,194.33		453,583.58		86,198.28			-3,311.79	-520,369.63	10,075,294.77
DEPARTMENT OF HUMAN SERVICES	1,388,898.00	134,773.87	167,914.77	2.96					-152,039.36	1,539,550.24
ACET	303,404.52								-1,382.44	302,022.08
MOFFAT COUNTY LOC MRKT DIST	784,128.04		10,658.94						-30,214.36	764,572.62
CONSERVATION TRUST FUND	240,949.87		855.99					-8.56	-8,555.70	233,241.60
MOFFAT COUNTY PUBLIC HEALTH	955,698.14	38,025.48	48,885.33	.80					-74,476.46	968,133.29
LANDFILL	1,760,070.81		101,610.29					-953.58	-76,053.18	1,784,674.34
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,137,624.07		105,629.24						-187,648.39	1,055,604.92
COUNTY HEALTH & WELFARE	3,927,712.56		351,943.77						-336,419.28	3,943,237.05
MEMORIAL REGIONAL HEALTH	286,016.85	361,001.44		7.95			-286,016.85			361,009.39
WARRANT FUND - COUNTY	401,084.60					3,792,048.72	-3,935,023.68			258,109.64
SHADOW MTN LOCAL IMPROVE DIST	196,389.37		1,468.94							197,858.31
AIRPORT FUND	268,249.17		14,129.09							249,392.35
PUBLIC LIBRARY	555,955.95		2,415.09					-131.27	-32,854.64	523,745.86
COLO NORTHWEST COMM COLLEGE	293,055.11	470,125.97		7.95	10,775.22		-293,055.11	-4,675.44	-34,601.03	476,233.70
M C SCHOOLS RE#1 - GENERAL	349,170.16	3,500,245.23		71.48	126,965.21		-349,170.16	-8,674.76		3,618,967.16
CAPITAL PROJECTS FUND	3,531,412.74		12,545.52			1,562.90			-1,149,823.76	2,395,697.40
PUBLIC SAFETY CENTER - CAP PROJ	550.16		1.05							551.21
NC TELECOM ESCROW ACCOUNT	255,006.62		905.93						-1,635.06	254,277.49
SUNSET #1 SECURITY DEPOSIT	17,540.06								-300.00	17,240.06
SUNSET MEADOWS #1	807,299.13		40,226.97			150.00			-25,890.31	821,785.79
SUNSET MEADOWS #2	282,625.56		43,140.35						-265,165.51	60,600.40
SENIOR CITIZENS CENTER - 15	300,959.35		12,594.69						-18,612.06	294,941.98
SUNSET #2 SECURITY DEPOSIT	18,393.81								-654.33	17,739.48
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	621,769.56	785,423.33		16.07			-621,769.56			785,439.40
CITY OF CRAIG	204,208.37	646,985.24			11,057.73		-204,208.37	-12,715.58		645,327.39
TOWN OF DINOSAUR	5,999.56	15,737.96			172.93		-5,999.56	-311.02		15,599.87
CAPITAL FUND - CITY OF CRAIG	24,030.17		39,772.09		1,301.22		-24,030.17	-795.44		40,277.87
ARTESIA FIRE PROTECTION DISTRICT	6,589.88	20,389.77			244.29		-6,589.88	-1,015.59		19,618.47
CRAIG RURAL FIRE PROTECTION DIST	214,039.75	1,160,306.35		9.31	8,052.56		-214,039.75	-57,889.30		1,110,478.92
MAYBELL IRRIGATION	5,756.58	9,819.50			177.24		-12,537.58			3,215.74
MAYBELL SANITATION	164,148.95		8,578.14					-85.78	-1,506.81	171,134.50
COLO. RIVER WATER CONSERVATION	46,933.20	78,339.61		1.02	1,795.27		-46,933.20	-3,895.40		76,240.50
YELLOW JACKET CONSERVANCY DIST.	2,686.44	619.34			56.03		-2,686.44	-30.87		644.50
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	1,601.04	2,224.67					-1,601.04	-111.23		2,113.44
MOFFAT COUNTY TOURISM -LODGING 19	182,128.15		713.90						-18,699.92	164,142.13
INTERNAL SER FUND-CENTRAL-DUP	95,671.95		1,026.87						-576.09	96,122.73
JUNIPER WATER CONSERVANCY DIST.	38,684.66		63.51					-.64		38,747.53
HIGH SAVERY WATER DISTRICT	5,500.00		2,304.00				-5,500.00			2,304.00
UPPER YAMPA WATER CONSERVANCY	84,086.41	42,892.97		4.83	2,453.46		-84,086.41	-2,140.10		43,211.16
911 FUND	752,606.44		23,650.91						-3,332.91	772,924.44
ADVANCE TAXES - REAL ESTATE	120.15									120.15
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	467,839.74		457,001.75				-406,530.91			518,310.58
CHECK CHANGE ACCOUNT	367.82		4,002.54				-4,370.36			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		4,889.36				-4,889.36			0.00
PAYROLL EFT TAX PAYMENTS	0.00		291,825.09				-291,825.09			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		249,249.44				-249,249.44			0.00
COUNTY SALES & LEASES	0.00		1,179.65							1,179.65
MOTOR VEHICLE REGIST.	13,966.43		5,488.60							19,455.03
2023 TREASURERS TAX DEED	4,567.59		344.19					-1,872.07		3,039.71

2017 TREASURERS TAX DEED	0.00		4,538.39				-1,506.54			3,031.85
2010 TREASURER'S TAX DEED	3,868.05		54.00				-54.00			3,868.05
2022 TREASURER DEED'S	1,518.70									1,518.70
GRAND TOTALS	62,080,028.31	10,530,175.90	3,284,643.62	174.09	249,249.44	3,792,343.28	-7,053,545.53	-273,476.72	-3,792,343.28	68,817,249.11

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 30th day of April 2024.

Robert Razzano, Moffat County Treasurer



Examined by Board of the Moffat County Commissioner

\_\_\_\_\_  
Tony Bohrer  
Chairperson

\_\_\_\_\_  
Melody Villard

\_\_\_\_\_  
Donald Broom



**MOFFAT COUNTY FAIR  
STANDARD FORM ENTERTAINMENT CONTRACT**

Name of Entertainer: 1340 Band LLC c/o John Husband

Agent/Company (if any): \_\_\_\_\_

Address: 737 Dunn Drive  
Craig, CO 81625

Telephone: 970-629-2586

Cell: \_\_\_\_\_

Date of Performance: Saturday, August 10, 2024 Time of Performance: Varies

Entertainer(s) Shall Arrive Before: 9:00 AM on Saturday, August 10, 2024

Type of Entertainment/Performance(s): Sound Production

Location of Entertainment/Performance(s): Moffat County Fairgrounds

Purchaser: **MOFFAT COUNTY FAIR**  
1198 W. VICTORY WAY, STE 106  
CRAIG, CO 81625

Moffat County Fair Contact Person: Jackie Goodnow

Telephone: 970-824-9180

Agreed Price for Performance(s)/Event: \$1,200.00 (\$400 to Contractor; \$800 incentives for performers)

Moffat County Check Made Payable to: 1340 Band, LLC

Federal ID # or Social Security Number of Check Recipient: \_\_\_\_\_

**THIS AGREEMENT** is made and entered into by and between Moffat County, a political subdivision of the State of Colorado, by and through the Moffat County Fair, ("Purchaser") and John Husband of the 1340 Band, LLC ("Entertainer").

**CONTRACT OF SERVICES AGREEMENT ("Agreement")** made this 23 day of April, 2024 by the Board of County Commissioners of Moffat County, (hereinafter "BOCC") and John Husband of the 1340 Band, LLC whose address is 737 Dunn Drive, Craig, CO 81625 (hereinafter "Entertainer"). That Entertainer agrees to provide the Moffat County Fair with volunteer performers on the 10<sup>th</sup> day of August, 2024 from 9:00 AM to 5:00 PM, at various times throughout that day and shall provide a sound system for the volunteer performers. Entertainer agrees to distribute incentives for entertaining. In full consideration of Entertainer's performance of services, the Moffat County BOCC agrees to pay \$400.00

to Contractor for his services and \$800.00 to provide incentives for volunteer performers which the Contractor shall distribute to volunteer performers.

1. **Independent Contractor:** Contractor shall perform its duties pursuant to this Agreement 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 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 Moffat County Board of County Commissioners. Contractor shall receive no additional reimbursements for expenses without prior approval from Moffat 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 Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.**

- A. It is the expressed intent of the parties that the Entertainer is an independent contractor and not the agent, employee or servant of the County.
- B. Entertainer shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, State, Federal and Social Security taxes, unemployment taxes, workers' compensation and self-employment taxes. Entertainer is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. No Federal, State or Local Taxes of any kind shall be withheld or paid by the County.
- C. Entertainer is not entitled to unemployment insurance or workers' compensation benefits unless such are provided by the Entertainer.
- D. Entertainer does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the County.
- E. Entertainer has and hereby retains control of and supervision over the performance of Entertainer's obligations hereunder and control over any persons employed by Entertainer for performing the Services hereunder. All Services are to be performed solely at the risk of Entertainer and Entertainer shall take all precautions necessary for the proper and sole performance thereof.
- F. Entertainer represents that all personnel engaged in the work shall be fully qualified and properly licensed or certified to perform the Services, as may be required by local, state and federal law or regulation.
- G. Entertainer represents that it is engaged in providing similar services to clients other than the County and is not required to work exclusively for the County.
- H. Entertainer shall furnish all tools, labor, personnel and supplies at its own expense, in such quantities and of the proper quality to professionally and timely perform the Services. Entertainer shall not use any employees of the County, Moffat County, its elected officials, agents, or any program administered or funded by the County to perform any of the Services.

2. Entertainer shall remain liable for its own acts during the performance of any of Entertainer's obligations arising under the Contract and during any travel to and/or from the Moffat County Fair.
3. Entertainer shall comply, at its own expense, with all federal, state and local laws, ordinances, resolutions, codes and regulations which are applicable to the performance of the Services hereunder. Entertainer shall obtain and pay for all permits and licenses that Entertainer may be required to obtain for any and all of its operations in connection with the Service.
4. Entertainer represents and warrants that in performing its obligations under the Contract it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Entertainer (or anyone in conjunction with the ownership or presentation of the performance by Entertainer) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Entertainer will indemnify, defend and hold harmless Purchaser against and from any and all loss, claim, damage, cost, attorneys fees or other loss whatsoever.
5. The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Moffat Courts of the 14<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
6. Unless otherwise agreed by the parties in writing, Contractor shall provide all necessary equipment for the performance at Contractor's sole expense. County is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Contractor shall be prepared to begin the performance precisely at the date and time set forth in this Agreement. Any required setup shall be completed by Contractor in advance of said date and time.
7. The Contract represents the entire agreement between the parties hereto and supersedes all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract must be in writing and initialed by both parties in order to be valid.
8. Any damage to County's property, including equipment, which results from the acts of omissions of Contractor shall be the responsibility of Contractor and payment for such damage shall be made by Contractor within 30 days of written notification of the damage by County.
9. In signing the Contract, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf, that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.
10. Entertainer certifies that he or she is legally present in the United States.
11. If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
12. This Contract shall be binding on and extend to the successors and assigns of the respective parties.
13. **NO ASSIGNMENT:** The work required of Contractor under this Agreement shall not be delegated to any other person or entity, and no right or obligation of this Agreement shall be assigned by either Party without the express consent of the other Party.

14. APPROPRIATION: The amount to be expended pursuant to this Agreement shall be Twelve Hundred Dollars and no Cents (\$1,200.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

15. ADDITIONAL PROVISIONS: (must be initialed here by each party) \_\_\_\_\_  
John Husband of the 1340 Band, LLC will provide a sound system and a schedule of volunteer performers to provide entertainment for those who attend the Moffat County Fair. John Husband will distribute incentives for performers.

Said incentives shall be provided by Moffat County Fair. Moffat County will provide the stage, the tent, and the power for entertainment.

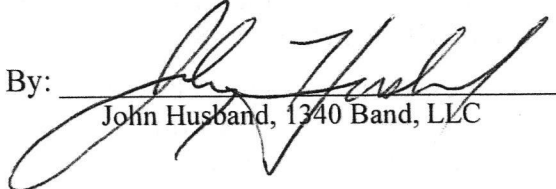
IN WITNESS WHEREOF, the parties hereto have set their respective hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Tony Bohrer, Chairman  
Moffat County Board of County Commissioners

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

**ENTERTAINER:**

By:  \_\_\_\_\_  
John Husband, 1340 Band, LLC

Date: 4/20/24 \_\_\_\_\_



**SENERGY**  
PETROLEUM

Tax Exempt?  
 Y or  N  O  
If yes, please return Tax  
Exemption Questionnaire and  
required Certificates

Type of Account:  Terms  C.O.D.

OFFICE USE ONLY: Sales Rep: \_\_\_\_\_

\* Include Tax Questionnaire if Exemptions are Marked Yes

**ACCOUNT APPLICATION & AUTHORIZATION AGREEMENT**

**COMPANY INFORMATION**

Moffat County Road & Bridge  
Full Legal Company Name

Tim Alexandar

PO Box 667  
DBA or Trade Name  
Billing Address  
State of Formation  
Craig, CO 81625  
City, State & Zip

Purchasing Contact  
970-824-1018

Purchasing Phone Number  
Fax Number

Mindy Newell  
Accounts Payable Contact

822 E 1st Street  
Street Address (if different from Billing Address)  
Delivery Address  
Craig, CO 81625  
City, State & Zip

finance@moffatcounty.net  
Accounts Payable Email

970-824-9103  
Accounts Payable Phone  
Fax Number

INDICATE ONE

- Sole Owner  Partnership  
 Corporation  L.L.C.

Government  
Type of Business/Industry

84-6000785  
Federal ID #

1911  
Date Company Established

DUNS Number

**OWNERS, PARTNERS & SHAREHOLDER**

Owner/Partner/Officer Social Security Number Title

Spouse's Name Social Security Number Home Phone Number Cell Phone Number

Address City State Zip

Owner/Partner/Officer Social Security Number Title

Spouse's Name Social Security Number Home Phone Number Cell Phone Number

Address City State Zip

**REFERENCES**

Bank of Colorado Craig, CO 0901526868 Stacy Razzano

Bank Name Branch Checking Account Number Bank Representative's Name

250 W Victory Way Craig, CO 81625 970-824-9421

Bank Address City & State Zip Bank Telephone Number

Current Fuel Supplier Person to Contact Telephone Number

Address, City, Zip & State Email Address Account Number

Yampa Valley Electric 970-824-6593

Trade Reference - Company Name Person to Contact Telephone Number

3715 US-40, Craig, CO 81625

Address, City, Zip & State Email Address Account Number

City of Craig 970-826-2000

Trade Reference - Company Name Person to Contact Telephone Number

300 W 4th Street, Craig, CO 81625

Address, City, Zip & State Email Address Account Number

(PLEASE COMPLETE REVERSE SIDE)

Company Name: Moffat County

**SENERGY PETROLEUM, LLC**

1. Company hereby warrants, but does not require, Senergy, Petroleum, LLC ("Senergy") to obtain consumer credit reports and to not disclose any credit and financial records that are in the name of Company or its principal officers and owners. Senergy shall have the right to limit the amount of credit available to Company and may increase or decrease this limit at Senergy's sole discretion without notice to any person, including Company and Guarantor. In the event Company makes purchases that exceed any previously requested and/or approved credit limit, Company will be deemed to have actual knowledge of such additional credit purchase, and Company agrees to assume full responsibility therefore.

7. This Credit Agreement and the documents referenced herein constitute the entire agreement between Company and Senergy. Should any provision of this Credit Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect. This Credit Agreement shall inure to the benefit of Senergy and its successors or assigns. The person signing this Credit Agreement represents that they are \_\_\_\_\_ on behalf of Company have full legal authority to enter into legally binding agreements on behalf of \_\_\_\_\_ Company. This Credit Agreement may be executed by the parties or counterparts of its facsimile, email copies and such copies shall be binding and effective as if in the original.

\_\_\_\_\_  
Name (print)  
  
\_\_\_\_\_  
Title

→ \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Date

→ GUARANTOR  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

DO NOT  
SIGN  
as  
Guarantor

Confidentially Return To

33 [www.GoSenergy.com](http://www.GoSenergy.com)



**Groendyke Transport Credit Application**  
**PO Box 632 | 2510 Rock Island Blvd | Enid, OK 73702-0632**

Type or print clearly. The following information must be provided. It will be held in strictest confidence.

Name of Firm: Moffat County Road & Bridge Date: \_\_\_\_\_  
Address: 1198 W Victory Way, Ste. 109 Phone: 970-824-3211  
City: Craig State: CO Zip: 81625/81626 Tax ID: \_\_\_\_\_  
Billing Address: PO Box 667 Craig CO 81626

**AP Approver Contact:**

Person: Bruce White Phone: 970-824-3211 Email: bwhite@moffatcounty.net

**Acct/Payable Supervisor:**

Person: Mindy Newell Phone: 970-824-9103 Email: finance@moffatcounty.net

Nature of Business: Government Date Business Established: 1911

Is Company a Subsidiary? If so, Name of the Parent Company: \_\_\_\_\_

Line of Credit Requested \$ \_\_\_\_\_ Corporate Net Worth \$ \_\_\_\_\_

Retained Earnings from Previous Year \$ \_\_\_\_\_ Publicly Traded Company  Yes  No

**Type of Business:**

- Corporation
- LLC
- Partnership
- Sole Proprietor

**Name/Title/Address of Principal Owners:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Incorporated in the State of: \_\_\_\_\_

**Bank Reference:**

Name: Bank of Colorado Address: 250 W Victory Way Craig CO  
Person to Contact: Stacy Razzano Phone: 970-824-9247 81625

**Business or Trade References:** (Please list suppliers of Major products and services and provide Phone numbers and Email addresses for contacts)

Company Name: Grainger Phone: 800-Grainger

Address: 95 S Tejon Denver CO 80223-1251

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: Jampa Valley Electric Phone: 970-879-1160

Address: 2211 Elk River Rd Stimt Sprgs CO 80487

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: MJK Sales + Feed Phone: 970-824-6581

Address: 2315 W 1st Craig CO 81625

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Is a Purchase Order required? Yes  No

**Condition of Sale and Terms of Payment:**

In consideration of any extension of credit, purchaser agrees to the terms hereof and to the conditions of sales set forth on each invoice. Unless otherwise stipulated in a bilateral contract with Groendyke Transport, Inc., or by interstate transport regulations, the terms of payment of each invoice is net 30 days.

Authorized Signature: \_\_\_\_\_ Position with Firm: \_\_\_\_\_

## Billing Information Sheet

This completed information sheet is required to complete your credit application and new customer onboarding process. Please fill out the following information and return to us with your credit application and financial statement. This will let us know what invoice information you will need and how you will be receiving your invoice.

Groendyke Transport, Inc. can supply an invoice in one of 3 methods. Please indicate which you would prefer. In addition, to get a better understanding of your needs, please indicate what supporting documents, reference numbers, or additional requirements you may have to process payment.

- Invoice paper copy mailed via US Postal Service  
Address: \_\_\_\_\_
- Emailed invoice received from delivery@mg.withvector.com with the standard subject line **GROENDYKE INC. Invoice xxxxxxxx**
- o Customized Subject Line:  YES  NO Text to include in Subject Line: \_\_\_\_\_
  - o Email address(es): MGRD.invoices@moffatcounty.net
  - o PDF attachments (**Select one of the options below**):
    - Invoice and supporting documents as separate attachments
    - Invoice and supporting documents as one (1) attachment

**If you selected one of the above methods, please also select the appropriate option for supporting documentation:**

- We don't require any additional documents to support the invoice.
- We only require a copy of the Bill of Lading to support the invoice.
- We require a copy of the Bill of Lading and a signed freight bill.
- We require all back-up information which may include supporting documents such as weight tickets, cleaning tickets, etc.
- Company specific documents required, please list: \_\_\_\_\_

Electronic Data Interchange (EDI) - additional supporting documentation is not provided with individual invoices when receiving invoicing via EDI.

**If you selected EDI, please also complete the following additional information:**

- o Contact Name to coordinate set up: \_\_\_\_\_
- o Contact email & phone: \_\_\_\_\_
- o Specific reference number requirements: \_\_\_\_\_

Are you capable of electronic funds transfer (EFT)?  YES  NO

If YES, remittance advice needs to come via 820 ctx file or email to gti.credit@groendyke.com

Additional Billing Comments & Requests:

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

INTERNAL USE ONLY	
Date Approved for Credit:	GP Account Number:
TMW Bill To Code:	Employee Initials:

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**MOFFAT COUNTY (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

**ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

## ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;  
Tony Bohrer, Chairman of the Board  
1198 W. Victory Way  
Craig CO 81625  
970-824-5517  
[tbohrer@moffatcounty.net](mailto:tbohrer@moffatcounty.net)
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees. *{as needed}*
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

## ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.  
Martin S. Lowney, Colorado State Director  
USDA / APHIS / Wildlife Services  
13922 Denver West Parkway  
Building 54, Suite 100-WS  
Golden, CO 80401  
303-328-9041  
[martin.s.lowney@usda.gov](mailto:martin.s.lowney@usda.gov)
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

#### **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on 05/01/2024 and shall continue through 12/31/2024, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 84-6000785

APHIS-WS's Tax ID: 41-0696271

**Cooperator: Moffat County**

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Tony Bohrer – Chair BOCC  
Moffat County  
1198 W Victory Way  
Craig, CO 81625

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

---

Martin S. Lowney, Colorado State Director  
USDA / APHIS / Wildlife Services  
13922 Denver West Parkway  
Building 54, Suite 100-WS  
Golden, CO 80401

Date

---

Wendy Anderson, Western Regional Director  
USDA / APHIS / Wildlife Services  
2150 Centre Avenue  
Building B, Mailstop 3W9  
Fort Collins, CO 80526

Date

## FY24 WORK PLAN

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<b>Cooperator:</b>	<b>Moffat County</b>
<b>Contact:</b>	<b>Tony Bohrer, Ph. 970-824-5517</b>
<b>Cooperative Service Agreement Number:</b>	<b>24-7308-7397-RA</b>
<b>WBS Element:</b>	<b>AP.RA.RX08.73.0249</b>
<b>FMMI Shorthand Code:</b>	<b>24XXWSWR0808REIMBRX08730249</b>
<b>Location:</b>	<b>Moffat County, CO</b>
<b>Dates:</b>	<b>May 1, 2024 – December 31, 2024</b>

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In accordance with the Cooperative Service Agreement between Moffat County, Colorado, and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

### **Program Objective**

Removal of nuisance animals from Moffat County properties and right of ways.

### **Plan of Action**

Removing problem animals by trapping and or other lethal means including artificial lighting, thermal equipment and firearms.



## FY24 FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$2,244.50
Travel		
Vehicles		\$151.50
Services		\$124.02
Supplies and Materials		\$60.00
Equipment		\$330.00
Subtotal (Direct Charges)		\$2,910.02
Pooled Job Costs	11.00%	\$320.10
Indirect Costs	16.15%	\$469.97
Aviation Flat Rate Collection		
Agreement Total		\$3,700.09
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$3,700.09 <i>[other description information to be added as desired]</i>		

### **Financial Point of Contact/Billing Address [as appropriate]:**

**Cooperator Name, Address, Phone Number, Email**

Tony Bohrer, Chair BOCC  
 1198 W victory Way  
 Craig, CO 81625  
 970-824-5517  
 tborher@moffatcounty.net

Billing Address:  
 Moffat County  
 1198 W. Victory Way  
 Craig, CO 81625

**APHIS-WS State Office Name, Address, Phone Number, Email**

April Nelson, Budget Analyst  
 13922 Denver West Parkway  
 Building 54, Suite 100-WS  
 Golden, CO 80401  
 303-328-9052  
[april.nelson@usda.gov](mailto:april.nelson@usda.gov)

Leslie Garrison, Budget Technician  
 13922 Denver West Parkway  
 Building 54, Suite 100-WS  
 Golden, CO 80401  
 303-328-9045  
[leslie.garrison@usda.gov](mailto:leslie.garrison@usda.gov)

**AUTHORIZATION:**

**Cooperator: Moffat County**

---

Tony Bohrer – Chair BOCC  
Moffat County  
1198 W Victory Way  
Craig, CO 81625

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

---

Martin S. Lowney, Colorado State Director  
USDA / APHIS / Wildlife Services  
13922 Denver West Parkway  
Building 54, Suite 100-WS  
Golden, CO 80401

Date

---

Wendy Anderson, Western Regional Director  
USDA / APHIS / Wildlife Services  
2150 Centre Avenue  
Building B, Mailstop 3W9  
Fort Collins, CO 80526

Date

## AGREEMENT

This Agreement is made and entered into this 15th day of March, 2024 by and between City of Craig and Moffat County, (hereinafter "Sponsor"), and C.R. Contracting, LLC (hereinafter "Contractor").

## WITNESSETH

**WHEREAS**, Sponsor received sealed proposals for the provision and furnishing of any and all labor, tools, supplies, equipment, and/or materials necessary and required for the Pavement Maintenance of the Main Apron and Hangar Apron construction, and which more fully defined and identified in ACI No. 236898 (hereinafter "Project"); and

**WHEREAS**, Contractor submitted a sealed proposal to Sponsor for the Project; and

**WHEREAS**, the Project has been awarded to Contractor; and

**WHEREAS**, Contractor is willing and able to perform all of the work that is necessary and required to complete the Project; and

**THEREFORE**, for and in consideration of the fees, covenants, and agreements contained herein, and for other good and valuable consideration, it is agreed and understood between Sponsor and Contractor:

## ARTICLES 1, 2, 3, 4, 5

Not Applicable.

## ARTICLE 6

### CIVIL RIGHTS - TITLE VI ASSURANCES (49 USC § 47123 and FAA Order 1400.11)

**\*\*\*NOTE: SEE INSTRUCTIONS TO BIDDERS - SECTION 23 FOR SOLICITATION COMPLIANCE.\*\*\***

**6.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**6.2 Nondiscrimination Requirements/Title VI Clauses for Compliance.**

The Sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.

- 3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1) **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation

Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **6.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

- A.** The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1.** In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B.** With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C.** With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Sponsor) and its assigns\*.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**ARTICLES 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28**

Not Applicable

**ARTICLE 29  
CONTRACT DOCUMENTS**

The Contract Documents consist of the following:

Invitation for Bids	Instructions to Bidders	Change Orders
Notice of Award	Agreement	Applications for Payment
Performance Bond	EEO Requirements in Subcontracts	Notice of Contractor's Settlement
Proposal	Payment Bond	Wage Rates
Notice to Proceed	Certification of Inclusion of Labor	General Provisions
Technical Specifications	Special Provisions	Construction Safety and Phasing Plan
Plans and Drawings	Addenda	

These Contract Documents are incorporated herein and are a part of this Agreement.

**ARTICLE 30  
SCOPE OF WORK**

Contractor is to complete the Project in accordance with the Contract Documents and in accordance with all codes and regulations governing the construction of the Project. Any work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. Sponsor shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

**ARTICLE 31  
CONTRACT TIME**

Contractor agrees to undertake the performance of the Project on the date stated in the Notice to Proceed as issued by the Sponsor and agrees to fully complete the Project within seven (7) calendar days for Schedule I and Schedule II unless an extension of time is granted by Sponsor in accordance with the provisions of Section 80, Paragraph 7, of the General Provisions.

**ARTICLE 32  
DAMAGES**

**32.1** It is acknowledged that Contractor's failure to complete the Project within the Contract Time will cause Sponsor to incur substantial economic damages and losses of the types and in the amounts which are significantly difficult to compute and ascertain with any certainty as a basis for the recovery by Sponsor of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Sponsor as against

Contractor and its Surety in the event of delayed completion and without Sponsor being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Contractor shall be liable to Sponsor for payment of liquidated damages in the amount of One Thousand Seven Hundred Fifty and No/100ths Dollars (\$1,750) for each day that the Project is delayed beyond the Contract Time as adjusted for any time extension that may be provided for by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Sponsor without limiting Sponsor's right to terminate this Agreement for default as provided elsewhere herein. Additionally, Sponsor may hold all or part of any liquidated damages from payments that may be due to Contractor for the Project. The acceptance by Sponsor of such liquidated damages does not constitute a waiver by Sponsor of any other remedy available at law or in equity, and Sponsor expressly reserves its right to pursue any available remedy.

- 32.2** If Contractor fails to comply with any covenants or conditions of this Agreement, Sponsor may take such actions as Sponsor deems necessary to complete the Project using persons and entities selected by Sponsor. If Sponsor's costs of completing the Project exceed any unpaid amounts to Contractor for the Project, upon demand, Contractor shall reimburse Sponsor the difference between the actual cost of completion and the unpaid balance of any amounts that remain to be paid for the Project. Sponsor's rights and remedies under this section are not exclusive and are cumulative with any other rights and remedies Sponsor may have under this Agreement or applicable law. Notwithstanding the foregoing, Sponsor shall have all available rights and remedies pursuant to Colorado's statutes related to the Construction Defect Action Reform Act as well as any and all other applicable federal, state, or local statutes, laws, rules, and/or regulations.

### **ARTICLE 33 TERMS OF PAYMENT**

- 33.1** Sponsor agrees to pay Contractor in accordance with the price or prices set forth in Contractor's Proposal, for the total cost of the Project, or the "Contract Price," will be Seventy-two thousand nine hundred and sixty-eight dollars and 00/100. (\$72,968.00). Partial payments will be made for work completed on the Project during the previous month, as well as for materials (invoice cost only) delivered to the site of the Project and which are properly and suitably stored.
- 33.2** Application for partial payments for stored materials must be accompanied by certified invoices showing all pertinent data that may be required by Armstrong Consultants, Inc. ("Engineer"), to verify the accuracy of the invoices and their relation to the stored materials. Failure to provide certified invoices will disqualify the materials in question from consideration for partial payment. Partial payments for work completed on the Project during the previous month will be made based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. Sponsor will retain, from any partial payments, five percent (5%) of the total amount due to Contractor based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. However, nothing herein shall be construed as relieving Contractor and his, her, or its Sureties on the Contractor's Bond from any claim or claims for work or labor done, or materials or supplies furnished, as part of this Agreement and the completion of the Project.
- 33.3** It is the intent of Sponsor to make any partial payments in the following manner:



**33.3.1** The Contractor shall submit to Engineer his Application for Payment no later than the next to last Friday of the month.

**33.3.2** Engineer will, within 7 days after receipt, submit the Application for Payment to Sponsor for payment along with its Recommendation of Payment, noting any changes. The Sponsor will then make payment to Contractor when funds are received from the State and are available to Sponsor for payment to Contractor.

#### **ARTICLE 34 BONDS & INSURANCE**

**34.1** At the time of the execution of this Agreement, Contractor shall provide the bonds that are required by the Contract Documents. The Performance Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and shall provide for the completion of the Project in accordance with the Contract Documents, without additional cost to Sponsor. The obligation period of the Performance Bond will provide for the correction or replacement of any portion of the Project that is considered by Sponsor and/or Engineer to be defective in materials and workmanship for a period of one year following final acceptance of the Project, and it shall fully cover any and all of the costs of removal, correction, reconstruction, and any and all other related expenses in repairing or correcting the defective portions of the Project, without additional cost to Sponsor. The Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and it shall provide for the payment of all Project costs in accordance with the Contract Documents, without additional cost to Sponsor.

**34.2** Contractor shall obtain, before beginning the Project, and maintain in full force at all times relevant to this Agreement, as well as assure that all persons or entities working on the Project obtain and maintain in full force at all times, insurance for the protection of claims under workers' compensation laws. Prior to commencing work on the Project, Contractor, at Sponsor's request, shall provide Sponsor with a certification of the maintenance of workers' compensation as required by this section. Contractor shall also maintain, in full force at all times relevant to this Agreement, public liability/commercial general liability insurance and property damage insurance for the Contractor and for his Subcontract operations with a limit of at least \$2,000,000. This insurance shall also include coverage for completed operations, contractual liability, and automotive liability and shall afford coverage for all claims for bodily injury, including death, and all claims for the destruction of, or damage to, property arising out of or in connection with any work completed on the Project in regard to this Agreement, whether such work was done by Contractor or anyone directly or indirectly employed by Contractor or by a subcontractor. At a minimum, Public Liability Insurance shall be in the amount of not less than \$2,000,000.00 for injuries, including accidental death, to any one person, nor less than \$2,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an amount not less than \$2,000,000.00. Additionally, Contractor shall name Sponsor and Engineer as additional named insureds on these insurance policies, with the exception of the Workers' Compensation Insurance. Contractor, at Sponsor's request, shall provide Sponsor with certificates of these insurance policies. Prior to the completion of the Project, the insurance required under this Agreement cannot be cancelled by Contractor. See Special Provisions for additional insurance information.

**ARTICLE 35  
BONDING CLAUSES**

- 35.1** Contractor agrees to furnish a performance bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement in order to secure fulfillment of all of Contractor's obligations under this Agreement.
- 35.2** Contractor agrees to furnish a payment bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement to ensure payment of all monies owed by Contractor under this Agreement and other Contract Documents.

**ARTICLE 36  
CHANGE ORDERS**

Changes in the scope of work for the Project or the performance of the work under this Agreement and any materials used may be accomplished after execution of the Agreement and without invalidating the Agreement. However, a change order shall be in writing and signed by Sponsor, Contractor, Engineer, and other Funding Agencies as required. Change orders shall include notice to the Sponsor of the increase or decrease in cost as a result thereof. Any revision to the Plans and Specifications that are approved by Sponsor, if any, shall be considered to be a change order that has been approved by Sponsor when delivered to Contractor, requiring no further approval by Sponsor.

**ARTICLE 37  
DEBRIS REMOVAL**

Contractor shall, at all times, keep the work site reasonably free from the accumulation of waste materials or rubbish caused by its operations during its work on the Project. All waste and debris, tools or equipment, and surplus materials or machinery shall be removed as a condition of the substantial completion of the Project.

**ARTICLE 38  
ATTORNEY'S FEES & PUNITIVE DAMAGES**

In the event of litigation or arbitration to resolve any claim made by either party to this Agreement, the prevailing party shall be entitled to its costs and attorney fees incurred as a result of such litigation or arbitration. Each party hereto also intentionally waives all rights to recover punitive or exemplary damages from the other.

**ARTICLE 39  
GOVERNING LAW**

This Agreement shall be interpreted and governed in accordance with the laws of the State of Colorado.

**ARTICLE 40  
MODIFICATION OF AGREEMENT**

No subsequent modification of the terms of this Agreement shall be valid, binding on the parties, or enforceable unless made in writing and signed by the parties.

**ARTICLE 41  
SEVERABILITY**

In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under any present or future law, then the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted.

**ARTICLE 42  
BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

**ARTICLE 43  
HOLD HARMLESS**

Contractor shall release Sponsor and Engineer, and all of their agents, representatives, officers, employees, boards, directors, committees, and commissions, of any liability for, and shall protect, defend, indemnify, and hold Sponsor and Engineer harmless from and against all claims, demands, and causes of action of every kind and character that are asserted or brought on account of bodily injury, death, or damage to property as a result of the actions, omissions, negligence, gross negligence, and/or recklessness of Contractor or Contractor's agents, employees, representatives, invitees, licensees, subcontractors, or subcontractor's subcontractors. Contractor's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Contractor. Additionally, Contractor's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Contractor's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Contractor's indemnity obligations hereunder are not limited by any insurance coverage Contractor may have.

**CAUTION: READ BEFORE SIGNING.**

IN WITNESS THEREOF, the parties have executed this Agreement on the date set forth next to their signatures.

C.R. CONTRACTING, LLC (CONTRACTOR)

By Russell Davis Digitally signed by Russell Davis  
Date: 2024.03.15 12:17:32 -07'00' Date 03/15/2024  
Authorized Representative

CITY OF CRAIG, COLORADO

By \_\_\_\_\_ Date \_\_\_\_\_  
Chris Nichols, Mayor

CITY OF CRAIG, COLORADO (ATTEST)

By \_\_\_\_\_ Date \_\_\_\_\_  
Liz White, City Clerk

MOFFAT COUNTY, COLORADO

By \_\_\_\_\_ Date \_\_\_\_\_  
Tony Bohrer, Chairman, BOCC

MOFFAT COUNTY, COLORADO (ATTEST)

By \_\_\_\_\_ Date \_\_\_\_\_  
Stacy Morgan, County Clerk

**CONTRACT AMENDMENT NUMBER 1**

THIS CONTRACT AMENDMENT NUMBER 1 (“Amendment”) is entered into by and between the Board of County Commissioners of Moffat County (“BOCC”) and SWCA Environmental Consultants, (“Consultant”), whose address is 295 Interlocken Boulevard, Suite 300, Broomfield, Colorado 80021.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date of this Amendment. The effective date of this Amendment is upon approval of the BOCC.
- 2. Identification of Original Agreement. BOCC and Consultant entered into a written agreement dated December 15, 2023 (the “Agreement”), entitled “Agreement”, concerning the following subject matter: Craig-Hayden Pumped Storage Social Environmental Assessment and the proposal submitted by Consultant, labeled Exhibit B and dated 11/30/2023. That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.

3. Amendments. BOCC and Consultant now desire to amend the Agreement and the prior amendments thereto, if any, as follows:

The Time of Performance referenced in Article 2 shall be extended from April 4, 2023, to December 31, 2024, and the Services of the Consultant shall be substantially completed on or before December 31, 2024.

4. Effect. All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

ATTEST:

By: \_\_\_\_\_  
Tony Bohrer, Chair

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

\_\_\_\_\_  
Clerk to the Board

CONSULTANT:

\_\_\_\_\_  
(Name of Consultant)

By: \_\_\_\_\_  
Authorized Signer

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2024, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# THIS LICENSE EXPIRES

## June 9, 2025

License Fee \$137.50

License No. RLS24-01

### STATE OF COLORADO COUNTY OF MOFFAT

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

## Retail Liquor Store Alcoholic Beverage License

This is to certify that, **MAYBELL LIQUOR, LLC dba BACKYARD BOOZE SHOP**, of the State of Colorado, having applied for a license to sell Malt, Vinous, and Spirituous Liquors, and having paid the County Treasurer the sum of One Hundred, thirty-seven dollars and fifty cents (\$137.50), therefore, the above applicants are hereby licensed to sell **MALT, VINOUS & SPIRITUOUS LIQUORS** containing more than 3.2% of alcohol by weight in sealed containers not for consumption on the premises, as a **Retail Liquor Store**, at 60311 US Highway 40 Maybell, Colorado in the County of Moffat, for a period beginning on the **10<sup>th</sup>** day of **June 2024** and ending on the **9<sup>th</sup>** day of **June 2025**, unless this license is revoked sooner as provided by law.

This license is issued subject to the Laws of the State of Colorado, and especially under the provisions of Title 44, Articles 4,3, CRS 1973, as amended.

**IN TESTIMONY WHEREOF**, The Board of County Commissioners has hereunto subscribed its name by its officers duly authorized this 10<sup>th</sup> day of June, 2023.

**ATTEST**

**Board of Moffat County Commissioners  
Moffat County, Colorado**

\_\_\_\_\_  
**Clerk & Recorder**

\_\_\_\_\_  
**Chairman – B.O.C.C.**



# Clerk & Recorder

Stacy Morgan, Clerk & Recorder

April 22, 2024

To: Electronic Recording Technology Board  
Re: Moffat County Grant Application

Dear Board Members,

The Moffat County Clerk & Recorder's office respectfully requests grant funding for our annual software and maintenance, WEB housing access and storage agreement and document indexing. We would also like to upgrade the Recording server, monitors, scanner, printers and backup drive. Our grant application is in the amount of \$67,950.70.

Moffat County continues to struggle with collecting sufficient funds to cover recording systems and expand features. This grant opportunity is extremely helpful and we are grateful for the support.

Thank you for your consideration, and if you have any questions, please contact me at [smorgan@moffatcounty.net](mailto:smorgan@moffatcounty.net) or phone me at 970-824-9123.

Respectfully,

Stacy Morgan  
Moffat County Clerk & Recorder

Reviewed and Approved by the BOCC: \_\_\_\_\_

Date \_\_\_\_\_

Chair \_\_\_\_\_



Date Grant Documents Received by Grant Review Committee \_\_\_\_\_

**ROUTING:**

Original - Requesting Department File  
Copy - Grant Review Committee (GRC)  
Copy - Other \_\_\_\_\_

### GRANT REVIEW ROUTING FORM

REQUESTING DEPARTMENT:	Clerk & Recorder	
Contact Person: Stacy Morgan	Phone: 970-824-9123	Email: smorgan@moffatcounty.net
GRANT SOURCE: Electronic Recording Technology Board (ERTB)		
GRANT PROPONENT: Stacy Morgan	COUNTY MATCH: \$ 0	GRANT AMOUNT: \$67,950 <sup>70</sup> - \$3,000 <sup>00</sup> From \$1.00 Surcharge

**STATEMENT OF PURPOSE OF GRANT:**  
 Recording Services

The Grant Proponent shall submit a draft of the grant application and a written narrative describing the grant program, together with a statement of the expected benefits of the grant to Moffat County and the expected costs to the County in accepting the grant.  
 \* The Grant Proponent shall submit the above information to the Grant Review Committee at least two (2) weeks before the date of a pre-application review of the Grant.  
 \*\* Note: It's the Grant Proponent's responsibility to learn the Moffat County Grant Policy and to comply with its requirements.

**GRANT POLICY PROVISIONS:**  
 In applying for and accepting Grants, the following considerations must be evaluated:

<input checked="" type="checkbox"/> The Grant meets the scope and mission of Moffat County;	<input checked="" type="checkbox"/> Organizational and personal conflicts of interest; <i>No</i>
<input checked="" type="checkbox"/> Cost/benefit of administration, reporting, etc.;	<input checked="" type="checkbox"/> Future costs and staffing needs that occur after the grant period ends;
<input checked="" type="checkbox"/> Current and future impacts on staffing and operations;	<input type="checkbox"/> Correlation with other existing and reasonably potential grants;
<input checked="" type="checkbox"/> Appropriate financial accounting can reasonably be accomplished;	<input type="checkbox"/> TABOR implications, both short-term and long-term.
<input checked="" type="checkbox"/> Appropriate staff support exists for implementation & administration; and	
<input checked="" type="checkbox"/> Compliance w/ Office of Management of Budget Code of Fed. Regs. (2 CFR 200).	

The Grant Proponent shall include any written informational materials concerning the grant program, at a minimum shall include the following:

Application Deadline: <i>None</i>	Personnel impact: <i>None</i>
Grant start and end date (duration): <i>Jan 2024 - Dec 2024</i>	Asset impact: <i>Minimal</i>
In-kind proposed: <i>\$5,000.00</i>	Letter of support requirements: <i>N/A</i>
Proposed Grant Administrator: <i>Stacy Morgan</i>	Supplemented services or items:

**REVIEW COMMITTEE REVIEW & RECOMMENDATIONS:**  
 The Grant Review Committee has analyzed the benefits and costs of the proposed grant and believes this grant:  
 is a value of benefits likely to be received by Moffat County from the Grant with a classification of:  New  Existing  One-Time  
 Costs to Moffat County (soft and/or hard match elements) of complying with the terms of the grant are:  
*\$5,000 in-kind match.*

Are there less cost alternatives available for obtaining the benefits that would be available through the grant?  Yes  No  Unknown  
 Is there ability and management capacity of Moffat County to staff to administer the grant?  Yes  No  Unknown  
 Is this proposed grant to be "passed through" to another agency, the ability of sub-grantee to administer the grant?  Yes  No  Unknown

**OTHER RECOMMENDATIONS:**

**COMMITTEE'S APPROVAL RECOMMENDATION:**  
 Recommended for Approval  NOT Recommended for Approval Date: *5/1/2024*



## SERVICES AGREEMENT

**THIS AGREEMENT** with an effective date of December 11, 2023, regardless of the date it is signed, by and between **LEDS, LLC**, (Servicer) with its principal place of business at 3957 N. Lazy K Drive, #11, Castle Rock, Colorado, 80104 and the **BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY**, (“County”), a political subdivision of the State of Colorado, with its principal place of business at 1198 W Victory Way, Suite 103, Craig, Colorado 81625.

**WHEREAS**, County carries on the business of a county government;

**WHEREAS**, Servicer carries on business as a software system provider, and in connection thereof, has developed a proprietary software application known as the LEDS Recording System and

**WHEREAS**, the County purchased from the Servicer, and the Servicer sold to the County, licenses to the following software; Cash Tendering System, Recording (Core) System, eRecording System, WEB Search, Marriage License (collectively know as the “Program”), and

**WHEREAS**, upon and subject to the terms and conditions set forth herein, County desires to purchase from Servicer, and Servicer desires to provide to County, maintenance and support services regarding the software as more fully described herein,

**NOW THEREFORE**, in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### Article 1 DESCRIPTION OF SERVICES

#### 1.1 Maintenance

Upon and subject to the terms set forth herein, during the term hereof, Servicer will maintain the Program software license to County as follows:

**1.1.1 Updates:** Servicer will provide to County all new releases, enhancements, updates, system revisions, improvements, error corrections or other corrections, bug fixes, or other modifications (regardless of how characterized) to the software, together with release notes and updated training materials and documentation regarding the releases. Without limiting the foregoing, Servicer will provide updates to the software to enable County to operate under revisions or releases of all the supported operating systems.

**1.1.2 Problems:** Servicer will, upon discovery, notify County of any known problems with the software and will provide to County any discrepancy reports or technical

newsletters when such problems are identified and are applicable to County's installation.

## **1.2 Support**

Upon and subject to the terms set forth herein, during the term hereof, Servicer will support the Program software license to County as follows:

- 1.2.1 Questions:** In the event County has any questions relating to the functionality of the software or in the event the County believes the software is not operating as intended or described in documentation provided, County may contact Servicer's Support Desk, via telephone at 800-580-6828, or email at [john@leds.org](mailto:john@leds.org).
- 1.2.2 Support Desk:** The Support Desk is manned with trained staff from 8 a.m. to 5 p.m., Mountain Time, Monday to Friday, excluding U.S. public holidays. In the event a Support Desk representative is not immediately available to assist the County during the Support Desk hours, County may leave a message and a Servicer representative will respond to the call via telephone within four (4) business hours.

## **1.3 Custom Programming**

The Servicer will provide custom programming changes and modifications of the Program as requested by the County. The request for custom changes and modifications must be made in writing by the County and signed by the Moffat County Clerk and Recorder.

## **1.4 After Hours Support**

Servicer will provide after hours support and non-business day support, when specifically requested by the County. After Hours Support is defined as support requested after 5:00 PM and before 8:00 am on a business day, or support requested on Saturday, Sunday or any County holiday.

# **Article 2** **REMUNERATION FOR SERVICES**

## **2.1 Remuneration of Servicer**

In consideration for the performance of the services, County shall pay to Servicer the fees set out in Schedule "A" hereto (the "Compensation") which shall be invoiced by Servicer to the County on an annual basis. The Compensation shall be paid by County within thirty (30) days following receipt of such invoice.

Notwithstanding anything in this Agreement, Servicer shall note that the County is a public entity. Nothing in this document waives the Governmental Immunity Act. All

funding obligations beyond the current fiscal year are subject to the funds being budgeted and appropriated.

### **2.1.1 Non-Appropriation**

The other provisions of this Contract notwithstanding, financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. The County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing thirty (30) days written notice to the Contractor, and will be released from any and all obligations hereunder, except that the County shall be required to make payment for Services which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Services for which the County has made payment prior to providing written notice to the Contractor of the termination. 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.

### **2.2 Taxes**

All amounts payable by County to Servicer regarding the services provided are exclusive of federal, state, sales, duty or any other taxes now or hereafter levied or imposed thereon. All other taxes, including personal property taxes, taxes based on Servicer's income shall be borne by Servicer. **Moffat County is tax exempt.**

## **Article 3** **CONFIDENTIALITY**

### **3.1 Non-Disclosure of Confidential Information**

Servicer acknowledges that pursuant to the performance of its obligations under this Agreement, it may acquire confidential information. Servicer covenants and agrees, during the term, and thereafter, to hold and maintain all confidential information in trust and confidence for county and not to use confidential information other than for the benefit of County. Except as authorized in writing by County, Servicer covenants and agrees not to disclose any confidential information, by publication or otherwise, to any person other than those persons whose services are contemplated for the purposes of carrying out this Agreement, provided that such persons agree in writing to be bound by, and comply with the provisions of this paragraph.

Servicer acknowledges that the County is required by the laws of Colorado to safeguard PII and State Confidential Information, and as part of its duties, to obtain a Non-Disclosure Agreement from Servicer. Servicer agrees to the terms of the Non-Disclosure Agreement (Exhibit "B") between the Moffat County Clerk and Recorder and LEDS, LLC, effective on December 11, 2023, being incorporated into this Services Agreement.

### **3.2 Agreement with Servicer Personnel**

Servicer will have an appropriate agreement with each of its employees or others whose services it may require, which agreements shall be sufficient to enable it to comply with all the terms of this Agreement.

### **3.3 Permitted Disclosure**

Notwithstanding the foregoing, Servicer shall only disclose such confidential information to a government, regulatory or judicial agency as may be required by law.

### **3.4 Safekeeping of Confidential Information**

Servicer covenants and agrees that it will safeguard personally identifiable information ("PII") in a manner consistent with the Non-Disclosure Agreement labeled Exhibit B and shall take appropriate steps and precautions to adequately safeguard and protect all materials and other documents which may contain confidential information against theft, damage or access by unauthorized persons.

## **Article 4** **LIABILITY**

### **4.1 Indemnification.**

Servicer agrees to indemnify and defend the County from and against any and all third party claims, demands, lawsuits, or legal actions arising out of any actual or alleged infringement of any patent, copyright, trademark, trade secret, or any other right claimed, and Servicer will pay any liabilities, damages, costs, expenses, and reasonable attorney fees finally awarded in such action or paid to settle such action, provided that the County promptly notifies Servicer in writing of the claim, allows Servicer to control the defense and related settlement negotiations, and cooperates with Servicer with regard to any requests for information in defending such claims. The County at its option and expense may be represented by separate counsel in any such action. If such a claim is made, or appears likely to be made, Servicer may modify the Program or replace the Program with one that is functionally equivalent. If Servicer determines that an alternative is not available, Servicer will refund any money paid by the County for services related to the use of the Program. Servicer does not indemnify the County for a claim based on modification of the Program by the County, the combination, operation, or use of the Program with any programs that Servicer did not provide, or infringement by a non-Servicer program.

## **4.2 Limits on Liability.**

The cumulative liability of Servicer to the County for all claims relating to the Program and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees and charges paid to Servicer under this Agreement. Each party will be responsible for its own attorney fees and any other fees in any legal action. This Section shall not apply with regard to the indemnification provisions as stated in Article 4.1.

## **Article 5** **TERM AND TERMINATION**

### **5.1 Term**

Subject to earlier termination in accordance with its terms, this Agreement will commence on **December 11, 2023** and shall remain in effect for a period of up to five (5) years, subject to annual appropriation by County. The terms and conditions of this Agreement will continue in full force and effect until the term expires, or a written amendment is agreed and signed by both parties, or is terminated per 5.2, 5.3 or 5.4 below.

### **5.2 Term Extension.**

The Term will be extended for an additional one (1) year provided the County provides written notice thirty (30) days prior to the end of the Term period requesting an additional term of one year. LEDS shall accept such request for an extension unless it can no longer comply with the terms and conditions of this Agreement. Acceptance of the extension shall be implied if the County does not receive a written response by LEDS by the expiration of the Term. The terms and conditions of this Agreement will continue in full force and effect if the Term is extended.

### **5.3 Contract Termination**

The County may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Servicer of such termination and specifying the effective date thereof. The County may terminate the performance of work under this Agreement without cause and in the County's sole and absolute discretion. Such termination may be in whole, or from time to time in part. Any such termination shall be effected by delivery of a written Notice of Termination to the Servicer, specifying the extent to which performance of work under the Agreement is terminated and the date upon which termination becomes effective.

## **5.4 Termination for Cause**

If Servicer fails to perform any of the service(s) contained in this Agreement at the time specified herein or otherwise defaults in the performance of any of its obligations hereunder and the default continues for ten (10) calendar days, or if Servicer becomes insolvent, a trustee or receiver of Servicers business or assets is appointed, Servicer makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against Servicer, then in any such event, the County, at its sole and ultimate discretion, may cancel this Agreement in whole or in part and any other agreement, order, confirmation, or terms of sale between the parties, by written notice to Servicer. The County shall have no liability or obligation whatsoever to Servicer by reason of or resulting from such cancellation. In addition to any other remedies available, the County may purchase similar product(s) or service(s) elsewhere in such manner as the County may deem appropriate.

## **Article 6** **GENERAL**

### **6.1 Governing Law and Attornment**

This Agreement, will be deemed to have been entered into and will be governed by and construed in accordance with the laws of the State of Colorado.

### **6.2 Public Notices**

No press release or other announcement concerning the transactions contemplated by, or the subject matter of, this Agreement may be made by either party, without the prior written consent of the other party, which consent shall not to be unreasonably withheld. Notwithstanding the foregoing, the parties acknowledge that County will publish this Agreement on the County website as part of its compliance with the Open Meetings Law.

### **6.3 Relationship of Parties**

The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement is to be construed to constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint venture or common undertaking.

### **6.4 Further Assurances**

The parties will each, as reasonably required by the other, enter into agreements, execute documents and otherwise do all things as may be necessary or desirable to carry into full force and affect the intention of this Agreement.

## 6.5 Assignment

Neither party may assign or delegate this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, except to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement. In addition, any permitted assignment will be subject to the permitted assignee or transferee agreeing in writing to comply with all the terms and restrictions contained in this Agreement. Any attempted assignment in violation of the provisions of this section will be void. Subject to the foregoing, this Agreement will be binding upon and ensure to the benefit of the parties and their respective successors and assigns.

## 6.6 Severability

If any provision of this Agreement is held invalid by a tribunal of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect.

## 6.7 Notices

All payments and communications which may be or are required to be given by any party to any other party, shall be in writing and (i) delivered personally, or (ii) sent by prepaid courier service or registered mail with acknowledgement of receipt to the parties at their following respective addresses:

**For Servicer:**

**LEDS, LLC**

3957 N. Lazy K Drive, #11 Castle Rock, CO 80104

Attention: John L. Paulsen

**For County:**

**MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS**

1198 W Victory Way, Craig, Colorado 81625.

Any such notice so given shall be deemed conclusively to have been given and received when so personally delivered or delivered, by courier or on the day on which transmission is confirmed if sent by fax or on the fifth day, in the absence of evidence to the contrary, following the sending thereof by registered mail. Any party may from time to time change its address hereinbefore set forth by notice to the other parties in accordance with this section.

## 6.8 Entire Agreement, Waiver

This Agreement, together with the Non-Disclosure Agreement between the Moffat County Clerk and Recorder and LEDS, LLC, constitutes the entire agreement between

the Parties pertaining to the subject matter hereof. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with this subject matter except as specifically set forth or referred to in this Agreement. Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

### 6.9 Counterparts

This Agreement may be signed in counterparts by facsimile and each counterpart will constitute an original document and all counterparts, taken together, will constitute one and the same instrument.

### 6.10 Solvency

Servicer, by signing this Agreement, certifies that they are financially stable, that there are not now, nor have there been in the last seven (7) years, any bankruptcy proceedings associated with their business.

### 6.11 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.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**LEDS, LLC**

**BOARD OF COUNTY COMMISSIONERS OF  
MOFFAT COUNTY**

By: John L Paulsen

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

Date: 12/7/2023

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

Name: **John L. Paulsen**  
Title: Manager

Name: **Tony Bohrer**  
Title: Chair



## AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** (“Agreement”) made this 14th day of May 2024 by and between the Board of County Commissioners of Moffat County, Colorado (“BOCC”) and 4 Rivers Construction LLC dba Charchalis Construction (“Contractor”), whose address is PO Box 1133, Craig, CO 81626 and whose telephone number is 970-215-5157.

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 furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to Retrofit Insulation in the Moffat County Ice Arena at Loudy Simpson Park, 600 S Ranney St. Craig, CO 81625 as described in the attachments below.

Exhibit “A” RFP # 202404

Exhibit “B” Bid submittal from Charchalis Construction

### **Article 2 - Time of Performance.**

- 2.1 Services of the Contractor shall commence on 5/14/2024, and shall be substantially completed on or before 8/16/2024, 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 One Hundred Seventy-Eight Thousand Dollars and 00/100 cents (\$178,000.00) subject to additions and deductions pursuant to authorized change orders. 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: Moffat County’s expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County’s budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County’s obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC 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 a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC 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.

#### **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.**

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

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

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

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$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.

#### **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 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 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 to BOCC's property.

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 such defective Work and for the diminished value of the Work. 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:

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

Contractor:

4 Rivers Construction dba Charchalis Construction  
PO Box 1133  
  
Craig, CO 81626  
970-215-5157

**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

By: \_\_\_\_\_  
Tony Bohrer, Chair

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

**CONTRACTOR:**  
4 Rivers Construction dba Charchalis Construction

By: \_\_\_\_\_  
Michael Charchalis

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address of Notary Public

## AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** (“Agreement”) made this 14th day of May 2024 by and between the Board of County Commissioners of Moffat County, Colorado (“BOCC”) and 4 Rivers Construction LLC dba Charchalis Construction (“Contractor”), whose address is PO Box 1133, Craig, CO 81626 and whose telephone number is 970-215-5157.

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 furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to install a new exterior door in the Moffat County Public Health Office at the Moffat County Courthouse, 1198 W Victory Way Craig, CO 81625 as described in the attachments below.

Exhibit “A” Bid submittal from Charchalis Construction

### **Article 2 - Time of Performance.**

- 2.1 Services of the Contractor shall commence on 5/14/2024, and shall be substantially completed on or before 8/23/2024, 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 Seventeen Thousand Five Hundred Dollars and 00/100 cents (\$17,500.00) subject to additions and deductions pursuant to authorized change orders. 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: Moffat County’s expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County’s budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County’s obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC 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 a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC 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.

#### **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:

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.

## 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 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 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 to BOCC's property.

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 such defective Work and for the diminished value of the Work. 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.

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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.

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

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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.

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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.



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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:

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MCBOCC Chair  
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Contractor:

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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.

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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.

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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.

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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.



# EXHIBIT A



MIKE CHARCHALIS  
175 CLAY AVE.  
CRAIG, CO 81625  
970-629-2839

MAY 6, 2024

## MOFFAT COUNTY COURTHOUSE WEST DOOR QUOTE

CHARCHALIS CONSTRUCTION (CCI) PROPOSES TO FURNISH AND INSTALL A NEW 3/0x7/0 EXTERIOR STEEL DOOR IN EXISTING CMU WEST WALL IN THE LOCATION OF THE CURRENT STORAGE ROOM. AT THE ADDRESS OF 1198 W. VICTORY WAY.

### THE SCOPE OF WORK TO INCLUDE THE FOLLOWING:

- PROVIDE AND INSTALL SAW CUT ROUGH OPENING PER DOOR SUPPLIER REQUIREMENTS IN CMU WALL (INCLUDES RETROFIT METAL ANGLE FOR LINTEL)
- PROVIDE AND INSTALL NEW 3/0x7/0 METAL DOOR WITH METAL FRAME
- PROVIDE AND INSTALL ALL HARDWARE INCLUDING AN INTERIOR ONLY EXIT DEVICE. (DOOR TO STAY LOCKED FROM INSIDE NO EXTERIOR ENTRY HARDWARE).
- PROVIDE AND INSTALL NEW INTERIOR WOOD WALL TRIM/JAMB TO MATCH INTERIOR
- PROVIDE AND INSTALL PAINT FOR NEW DOOR, FRAME AND INTERIOR WALL TOUCHUPS
- PROVIDE SLAB PREP FOR NEW SIDEWALK
- PROVIDE AND INSTALL NEW 8' LF OF SIDEWALK FROM EXISTING WALKWAY TO BUILDING

**TOTAL** **\$17,500.00**

### EXCLUSIONS:

PERMITS, ENGINEERING, PLUMBING, ELECTRICAL, SOIL OR CONCRETE TESTING,

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_

## AGREEMENT

**This CONTRACT OF SERVICES AGREEMENT** (“Agreement”) made this 14th day of May 2024 by and between the Board of County Commissioners of Moffat County, Colorado (“BOCC”) and Corvinus Group LLC (“Contractor”), whose address is 4210 Wadsworth Blvd, Wheat Ridge, CO 80034 and whose telephone number is 720-287-1051.

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 furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to assess Detention Locks and Controls, and Intercom System in the Moffat County Public Safety Center at, 800 W 1st St. Craig, CO 81625 as described in the attachments below.

Exhibit “A” Bid submittal from Corvinus Group LLC

### **Article 2 - Time of Performance.**

- 2.1 Services of the Contractor shall commence on 5/14/2024, and shall be substantially completed on or before 8/31/2024, 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 Ten Thousand Two Hundred Seventy-Five Dollars and 00/100 cents (\$10,275.00) subject to additions and deductions pursuant to authorized change orders. 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: Moffat County’s expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County’s budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County’s obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC 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 a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC 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.

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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.

#### **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:

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.

**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 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 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 to BOCC's property.

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 such defective Work and for the diminished value of the Work. 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:

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

Contractor:

Corvinus Group LLC  
4210 Wadsworth Blvd #1962  
  
Wheat Ridge, CO 80034  
(720) 287-1051

**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

By: \_\_\_\_\_  
Tony Bohrer, Chair

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

**CONTRACTOR:**  
Corvinus Group LLC

By: \_\_\_\_\_  
Martin Morris

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address of Notary Public



CONSULT  
DESIGN  
DEMOLITION  
CONSTRUCTION



Date: 5/9/2024

Attn: Neil Binder  
Moffat County Colorado  
1198 W. Victory Way, Suite 107  
Craig, CO 81625

**RE:** Not to Exceed for the removal of copper panels  
**RFP Number:** 2023-09  
**Project Name:** Old Courthouse Demolition  
**Project Location:** 227 W Victory Way, Craig, CO

Dear Neil,

The abatement crew moved to the abatement process on the exterior. They abated all the stucco texture with the break in nicer weather. They commenced the abatement of the two-layer silver material on the roof decking. In the process of peeling back the roofing membrane they discovered areas with 3 and 4 layers. There was no way to verify the extra material until the roofing membrane was removed. I appreciate you coming up to verify the additional layers.

I requested the abatement crew to quantify the extra material. There is an additional 5800 sq ft of material to abate, encapsulate and dispose of in the appropriate landfill.

The additional labor and waste disposal is \$ 22,141.

Please confirm so we can proceed with the work.

Regards,

Grant Cunningham  
President  
SGLC Consulting, Inc

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_



# Senior Citizen Action Group DBA Senior Social Center (SSC)

Our mission is to provide a permanent, accessible gathering place to enhance the quality of life for seniors citizens through socialization, exercise, creativity, and education.

# Where People Connect

We believe that adults over 50 deserve an opportunity to achieve their greatest potential with physical, social, and emotional health.

- Socialization > Conversation- Special Events- Coffee- Cards- Groups
- Exercise > Full gym of exercise equipment- Geri Fit- Qigong- Yoga- Swimming- Movement & Exercise class- Line Dancing & more
- Creativity- Art- Cooking- Crafts- Music- Sewing- crocheting
- Education- Presentations (Lunch & Learns)- Resources- Senior Law Series- other classes & trainings. AARP Tax prep

# We have a committed and talented board of directors and Senior Center staff.

## BOARD OF DIRECTORS

Title	Name
President/Chair	Arin Daigneau
Vice Chair	Lois Wymore
Secretary	Jnl Linsacum
Treasurer	Bill Booker
Board Member	Kathy Shea
Board Member	Stephanie Whitman
Board Member	Cheryl Fultz
Board Member	Stephanie Etzler
Board Member	Dale Peterson

## SSC & Medicare SHIP Staff

Title	Name
Executive Director	Rebekah Greenwood
Medicare SHIP Coordinator	"
Office Assistant	Jackie Camp
Medicare Navigator	Lynne Malizia
Medicare Navigator	Rashella Huber
Senior Outreach Coordinator	Ruth Ann Hendershott
Resource Navigator/Program Assistant	Kristin Skowronski
Custodian	Gabriel Holloway



Senior Center Action Group DBA Senior Social Center was founded 10 years ago this June in 2014, when a group of Moffat County delegates for the Area Agency on Aging of Northwest Colorado (AAA) collaborated with local business owners and community members to create a permanent, accessible gathering place for active adults. In addition, the SSC partnered with many non-profits and other agencies interested in the health and wellbeing of seniors in our community.

Since this time the SSC has grown exponentially and has become the Hub for Aging Services in Moffat County.

We served a recorded number of 766 unique clients in 2023 and had 7814 recorded participants sign-in. Not everyone signs in, so we don't capture the total number of participants. We are consistently growing in participation each year.

In 2020 our budget was \$67,206.  
We ended the year at \$83,770.39  
brought in as income.

Our current budget for our fiscal year  
July 1, 2023- June 30, 2024 is  
\$186,135.83.  
We will surpass that budget by at least  
\$20,000 because of additional funding to  
start our Home Modification and  
Services program.

# SSC Funding

The Senior Social Center receives its primary funding from the Area Agency on Aging of Northwest Colorado grant. About 40% of that funding goes to operate the Medicare SHIP program.

## **We receive some additional grants from:**

Yampa Valley Community Foundation

Yampa Valley Electric Association

The City & County HRC grant

CHFA- Colorado Housing and Finance Authority

Other grant funders when opportunities arise

We also receive some donations and participants contribute to programming.

Our annual Wine Tasting/Art Show event goes to pay for things our grants don't cover, like events and meetings.

*Keep Your Mind & Body Active!*

The Senior Social Center believes that adults over 50 deserve an opportunity to achieve their greatest potential with physical, social, and emotional health.

*Join us!*

**EXPERIENCE MORE:**

**JOIN US!**

**WHERE**

**SENIORS**

**CONNECT**



A 501(C)(3) Organization

*Exercise*

**Geri Fit · CT  
Combo · Qigong  
Yoga · Swimming  
Exercise Equipment**

*Creativity*

**Art · Music  
Cooking**

*Education*

**Classes · Presentations  
Resources · Training  
Medicare Counseling**

*Socialization*

**Conversation  
Coffee · Cards  
Parties · Activities**

*Senior Outreach Services:*

We strive to improve participants' quality of life through consistent, appropriate personal contact. SOS reaches isolated seniors in need of connection with phone calls, cards, visits & gifts.

**775 Yampa Ave.  
Craig, CO 81625**

**970-326-3188**

**info@seniorsocialcenter.org  
www.seniorsocialcenter.org**



Navigating Medicare

## Medicare SHIP (State Health Insurance Assistance Program)

Helping recipients:

- \*Understand options
- \*Make informed choices
- \*Know their rights
- \*Save money

970-819-6401

The SSC's SHIP program serves Moffat and Rio Blanco County residents. We provided 410 one-on-one appointments with Medicare recipients during this last year SHIP fiscal year.

We serve more clients per capita in Moffat County than any other county or region in Colorado. We are very proud of our staff and volunteers.

This program makes such a difference in peoples lives, helping them make the best choices for their health and finances as they grow older.

Our services are free and confidential. We do not sell or endorse health plans. Colorado SHIP is part of a national network of programs. Counselors go through a rigorous training and are required to continue training as long as they serve as a counselor.

3 employees have part-time hours assigned to this program and we currently have 3 volunteers.

# Senior Outreach Services

We strive to improve participants' quality of life through consistent, appropriate personal contact. Our Outreach program targets those in need of socialization and encouragement, who may be homebound, frail, and/or low-income residents age 60 and older who live in Craig and its surrounding communities.

A SSC staff person (Ruth Ann Hendershot) and two volunteers connect with 77 clients through:

- Weekly phone calls.
- Cards for birthdays, holidays, encouragement and bereavement.
- Providing multiple home visits, visit in groups at Sunset Meadows and periodically visit at either the Haven, Casey's Pond, Sandrock Ridge Care & Rehabilitation and the Walbridge Memorial Wing.

# Resource Navigator Program

The SSC 's Resource Navigator finds ways to provide needed resources and services to help senior live more comfortably in their homes and help improve their quality of life. This position improves the capacity of the SSC to reach more vulnerable underserved clients. Staff sits down face to face with clients to help them sign up for programs like LEAP, CARE, free internet, lo-cost phone service, etc.

We had gentleman come in that had been to many different agencies in the city looking for help. He really just needed someone to take time with him and address his individual concerns. It was overwhelming to him having to go to so many different places and not really understanding the services they provided. He kept saying "no one has the time to help me". He needed someone to look at his overall picture and help go through the process of applying through a website or over the phone. Funds are secured to fund this position through Sept. 2024. The SSC is in the process of applying for funding to help develop this program to where it is sustainable.

Our Resource Navigator will facilitate an expansion of our Senior Outreach program to include more tangible services through the new Home Modification & Services program. Providing things like small home repairs and cleaning services. To help seniors live more comfortably in their homes and help improve their quality of life.

The navigator works to enlist volunteers, donations, in-kind service and products to enable the SSC's capacity to deliver these services.

Working with area partners like NWCCI and NWCO options for Long Term Care to find additional funding to help the clients gets as much of the needed projects done as possible.

# CircleTalk Program



It has become increasingly and more apparent that one of the most critical needs for our community's older population is Mental Health services.

The SSC has started structured support-group meetings using courses from the "CircleTalk" program, with the goal of forming a healthy group to foster belonging and connection, a place to share personal stories, insights, and feelings.

CircleTalk is a relationship-centered program where people can experience an intimate community and meaningful connections with their peers.

Everyone deserves to belong to something.

Connection. Belonging. Community.



# Resource Provider Meeting- Partners

- Memorial Region Health
- Integrated Community
- Health Partnership
- Community Budget Center
- Alzheimer Association
- AARP
- Department of Human Services
- Northwest Colorado Health
- Veteran Association
- Caregiver Support & Senior Equipment
- Options for Long Term Care

# Funding of Regional Senior Center's

- Radino Senior Center in Rangely- County owns and maintains the building. County staff run meal sites and transportation. Volunteer help with other center activities.
- Meeker Chuck Wagon- is not an official Senior Center. County owns and maintains the building. County staff run meal sites and transportation. They play games and have other activities occasionally.
- Rifle Senior Center- funded and operated by City staff. The City owns and maintains the building. Garfield County helps pay for the meals. Other activities are at the center.
- Fruita Senior Center- The City Community Center is owned and maintained by the city. They have a full list of activities that are run by city employees.
- Grand Junction Senior Center- City owns and maintains the building. County meals are in a separate location. Volunteers help with other center activities.
- Routt County Council on Aging- City owns and maintains the community center building. RCCOA pay \$1 per year. The County pays for 3 shuttles busses, insurance and staffing. An additional \$25,000 each from the city and county for operations. Regional funding for Vintage Area Aging of NWCO.

# SSC Funding invested into the Yampa Building

## CO Senate Grant

- HVAC System in the Senior Social Center area \$18,576.00
- Remodel in 2 restrooms- Flooring & ADA Toilets & bars \$2,695.85
- Electric repair \$220.00

## Area Agency on Aging NWCO

- Fence & Garden project- \$3952.29
- Patio Area- Limestone \$3827.84

## \*\*\* Foundation

- Support for the Yampa Building Project \$50,000.00

Total Capital Improvements- invested \$79,271.98

# Large Annual Events



JUNE 3, 2024, 10AM- 3PM @ 775 YAMPA	
<h2>Senior SPA DAY</h2> <p>MANICURES AND MINI FACIALS FROM CNCC STUDENTS</p> <p>@ the SSC</p>  <p>the Salon + Spa AT CNCC</p>	 <p>CALL FOR A FREE APPOINTMENT 970-326-3188</p> 
<p>HAIR CUTS</p> 	<p>Chair Massage</p>
	<p>Chair Yoga</p>

# OLDER ADULT RESOURCE BOOTHS VOLUNTEER OPPORTUNITIES EXPO

**JUNE 27 2-6 PM THURSDAY**





**Food, Fun & Prizes**

**775 YAMPA AVE. CRAIG, CO**  
@ THE YAMPA BUILDING

**HEALTH FAIR SERVICES & SCREENINGS**

HEALTH & WELLNESS

SOCIALIZE  
CREATE EXERCISE

MENTAL HEALTH

VOLUNTEER

the SENIOR SOCIAL CENTER OF CRAIG presents

The better with age

# WINE TASTING

ENJOY VARIOUS CHARACTER BOARDS

**SATURDAY SEPT 30, 2023 FROM 6PM - 9PM**

**TICKETS \$25**

MORE INFO: (970) 326-3188

**PLUS ART AUCTION STARTS AT 7:30PM**  
Enjoy an evening of wine, live music and local artwork.

EVENT HOSTED AT THE YAMPA BUILDING 775 YAMPA AVE, CRAIG, CO

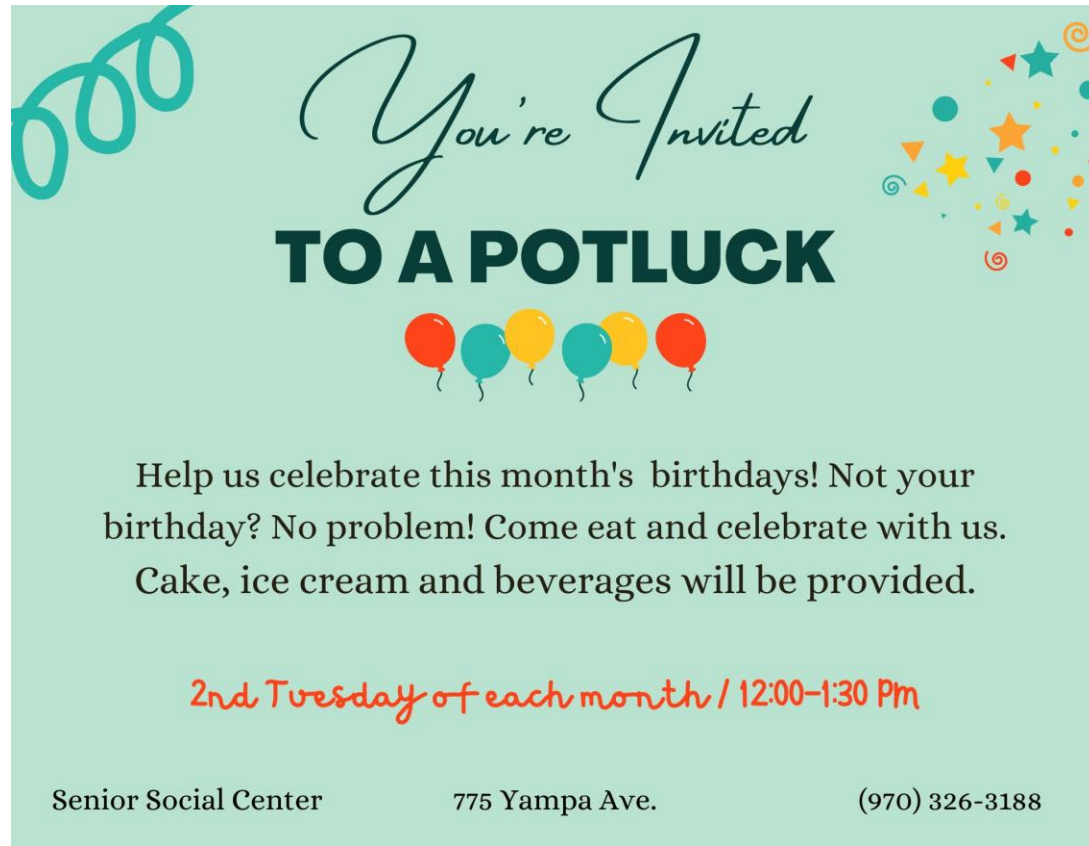
tickets available @ THE CRAIG CHAMBER SENIOR SOCIAL CENTER OF CRAIG DOWNTOWN BOOKS



More fun: events, cooking classes, games on the grass, lunch on the lawn, a regional picnic and much more.



Potluck is the 2<sup>nd</sup> Tuesday each month.  
Lunch & Learn the 3<sup>rd</sup> Tuesday each month.

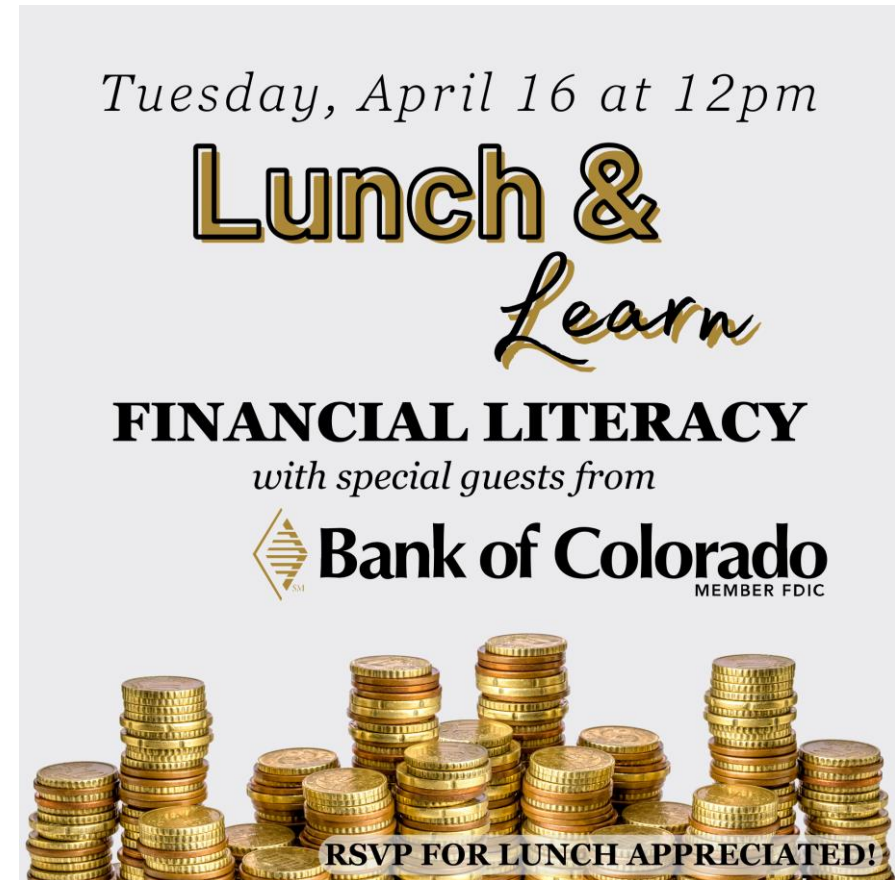


*You're Invited*  
**TO A POTLUCK**

Help us celebrate this month's birthdays! Not your birthday? No problem! Come eat and celebrate with us. Cake, ice cream and beverages will be provided.

*2nd Tuesday of each month / 12:00-1:30 Pm*


Senior Social Center      775 Yampa Ave.      (970) 326-3188



*Tuesday, April 16 at 12pm*

**Lunch &**  
*Learn*

**FINANCIAL LITERACY**  
*with special guests from*

 **Bank of Colorado**  
MEMBER FDIC

**RSVP FOR LUNCH APPRECIATED!**

Art Class every Wednesday at 4 PM. Tie Dye and other special classes throughout the year.





Community  
Garden

Volunteers

Patio



Cornhole pit  
Parrotheads



# Youth volunteerism & intergenerational connection.



Rocky Mountain Youth Corp (RMYC) In the Community Garden



Boys & Girls Club in the Community Garden



RMYC at Seniors Home



CMS in the Community Garden

# We have a strong partnership with NWCO Health.



## AGING WELL FITNESS CLASSES

**Aging Well Fitness Classes are held in Craig and open to adults 50 and older of all abilities.**

We appreciate your donation of \$3 per class. We do not turn away anybody due to inability to donate.

<b>Improve strength, balance &amp; flexibility</b>	<b>Help prevent falls</b>	<b>Reduce pain &amp; improve mobility</b>
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<b>GERI FIT</b>	<b>MONDAYS</b> Senior Social Center • 9:30-10:30am
<b>MOVEMENT &amp; EXERCISE</b>	<b>MONDAYS</b> Sunset Meadows • 10:30-11:30am
<b>GERI FIT &amp; MOVEMENT &amp; EXERCISE</b>	<b>WEDNESDAYS</b> St. Michael's Church • 10:30-11:30am
<b>GERI FIT</b>	<b>THURSDAYS</b> Sunset Meadows II • 10:30-11:30am
<b>MOVEMENT &amp; EXERCISE</b>	<b>FRIDAYS</b> Senior Social Center • 10:00-11:00am

**FOR MORE INFORMATION CALL 970-871-7676**  
[northwestcoloradohealth.org/agingwell](http://northwestcoloradohealth.org/agingwell)

NORTHWEST COLORADO **HEALTH**



## SENIOR WELLNESS CLINICS



Held monthly at multiple locations in Moffat County. Drop-ins are welcome.



Services provided by specially trained nurse.



Visits include weight and blood pressure check, medication review & consultation.

### CRAIG

<b>St. Michael's Church (Wellness Wednesday)</b> 1 <sup>st</sup> & 3 <sup>rd</sup> Wednesdays of the month 9:30am - 12pm	<b>Sunset Meadows II</b> 4 <sup>th</sup> Thursday of the month 10 - 11am
<b>Sunset Meadows I</b> 4 <sup>th</sup> Monday of the month 10:30am - 1pm	<b>Senior Social Center</b> 2 <sup>nd</sup> Tuesday of the month 11:30am - 1pm

**FOR MORE INFORMATION, CALL 970-871-7676.**

NORTHWEST COLORADO **HEALTH**  
[northwestcoloradohealth.org](http://northwestcoloradohealth.org)

*Senior Wellness Checks are offered on a donation basis. No one is turned away due to inability to pay.*



NORTHWEST COLORADO **HEALTH**  
 740 Russell Street | Craig, CO 81625  
 580 Center Park Drive, Suite 108 | Steamboat Springs, CO 80487  
[northwestcoloradohealth.org](http://northwestcoloradohealth.org)

### JOIN OUR FREE HEART HEALTHY CLASS

**Mondays- 1 - 3 PM**  
 August 28, 2023 - November 14, 2023  
 Senior Social Center

Led by Shania Duzik, Registered Dietitian.

**Topics will include:**

- Knowing the Signs of Heart Attacks and Strokes
- Diabetes and Cholesterol Nutrition Education
- Shopping Tips & more!

**CALL TO SIGN UP! 970-871-7694**

@ the Senior Social Center, 775 Yampa Ave.

Conversation with Dr. Jo Anne Grace, from NW CO Health about forming a:

## Community Grief Support Group

Thursday  
 April 11  
 11:30 am

You're invited.



# Chair Yoga at 10:30 am & Floor Yoga at 4 pm on Thursdays



# Swimming Transportation Shuttle

The SSC funded shuttle service to the Meeker Recreation Center throughout the winter.

## With our Partners:

Northwest Center of Independence:  
NWCCI

**19 trips**

Craig City Parks and Recreation

**17 trips**



The flyer features a blue and white color scheme with decorative bubble patterns. At the top right, a circular inset shows three women swimming in a pool. Below this, a white shuttle van is shown in a circular inset. The text is arranged in a clear, readable layout with bold headings and bullet points.

**MEEKER REC CENTER**  
**SWIMMING SHUTTLE**

**TRANSPORTATION FEE**  
\$4 PER TRIP OR  
PURCHASE PUNCH CARD  
5 TRIPS FOR \$16  
(SCHOLARSHIPS AVAILABLE)

*Rec center senior daily fee \$5 for adults 62 and over*

**TUESDAYS & THURSDAYS**  
MEETS AT 8:50 AM  
at the Yampa Building  
775 Yampa Ave  
Craig, CO 81625

**STAY ACTIVE THIS WINTER!**

- Thursday program begins **November 2nd**
- Tuesday program begins **November 14th**
- No swimming November 16th or 23rd
- No swimming December 26th

**RSVP 2 business days in advance to save your spot on the van!**  
**#970-326-3188**

**#970-326-3188**      **Senior Social Center**      **775 Yampa Ave**  
**Craig, CO 81625**

## New spaces within the Center

A larger equipment room with three new machines in 2023. A open exercise classroom for Geri fit, Gigong and Chair Yoga. This space also services as over full space for events within the center.



We appreciate your support!

Please spread the word about the great service we offer.

775 Yampa Ave. Suite 101, Craig, CO 81625

[www.seniorsocialcenter.org](http://www.seniorsocialcenter.org)

970-326-3188

Medicare SHIP Program

970-819-6401



# Senior Social Center Calendar May 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	<b>Wellness Wednesday at St. Michaels</b> 9am Memoir 10:30am Exercise classes 11:30am lunch Pinochle & Cards Wellness Clinic 4 p.m. Art Class	10:30 a.m. Chair Yoga 12:30 p.m. Games 3 p.m. QiGong 4 p.m. Yoga 7 p.m. Square Dancing  <i>National Day of Prayer</i>	9:30 a.m. Cribbage 10 a.m. Movement & Exercise 3 p.m. Movie Night	4
5	9:30 a.m. Geri-Fit 3 p.m. QiGong	9 a.m. Card Players 2 p.m. Circle Talk	9 a.m. Wellness Wednesday at St. Michaels 12 p.m. Yampa Valley Sewing Guild 4 p.m. Art Class	10:30 a.m. Chair Yoga 12:30 p.m. Games 3 p.m. QiGong 4 p.m. Yoga 7 p.m. Square Dancing	9:30 a.m. Cribbage 10 a.m. Movement & Exercise 5 p.m. Bookworms at Downtown Books	11
12 <i>Mother's Day</i>	9:30 a.m. Geri-Fit 1 p.m. Rock Club 3 p.m. QiGong	9 a.m. Card Players 12 p.m. Birthday Potluck 2 p.m. Circle Talk	9 a.m. Wellness Wednesday at St. Michaels 4 p.m. Art Class	10:30 a.m. Chair Yoga CSU Cooking Class 11am-1 pm 12:30 p.m. Games 3 p.m. QiGong 4 p.m. Yoga 7 p.m. Square D	9:30 a.m. Cribbage 10 a.m. Movement & Exercise 3 p.m. Movie Night	18 <i>Armed Forces Day</i>
19	9:30 a.m. Geri-Fit 3 p.m. QiGong	9 a.m. Card Players 12 p.m. Lunch & Learn 2 p.m. Circle Talk	9 a.m. Wellness Wednesday at St. Michaels 4 p.m. Art Class	10:30 a.m. Chair Yoga 12:30 p.m. Games 3 p.m. QiGong 4 p.m. Yoga 7 p.m. Square Dancing	9:30 a.m. Cribbage 10 a.m. Movement & Exercise	25
26	SSC CLOSED  <i>Memorial Day</i>	9 a.m. Card Players 2 p.m. Circle Talk	9 a.m. Wellness Wednesday at St. Michaels 4 p.m. Art Class	10:30 a.m. Chair Yoga 12:30 p.m. Games 3 p.m. QiGong 4 p.m. Yoga 7 p.m. Square Dancing	9:30 a.m. Cribbage 10 a.m. Movement & Exercise	1