

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, November 28, 2023

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) November 14 (pgs 3-6)

Resolutions:

- b) 2023-118: Transfer of Intergovernment Funds for the month of October (pg 7)
- c) 2023-119: Payroll (pg 8)
- d) 2023-120: P-Cards (pg 9)
- e) 2023-121: Payment of Warrants (pg 10)

Contracts & Reports:

- f) CDHS/Department of Human Services Community Partnerships Intergovernmental Agreement – Amendment #1 (pgs 11-17)
- g) Ratify Letter of Support for Xcel Hayden Station Biomass proposal (pgs 18 & 19))
- h) Contract Amendments – Yampa Geo:
 - GIS Parcel Data Correction (pg 20)
 - Mapping & GIS Services for Assessor's Office (pg 21)
- i) Stripe-A-Lot Retainage Release letter (pg 22)
- j) Landfill Engineering and Environmental Services contract w/NWCC – contract amendment #4 (pgs 23-28)
- k) Ad Valorem Valuation Services contract w/ValueWest – contract amendment #1 (pg 29)
- l) CLH Professional Services Appraisal Services - contract amendment #1 (pg 30)
- m) Loudy-Simpson Park Hay Farming Lease w/Sterling Rollins (pgs 31-36)
- n) Oil & Gas Consulting Services contract w/Exclusive Professional Support – contract amendment #1 (pg 37)
- o) Coroner's Office Toxicology Grant application (pgs 38-43)
- p) Notice to terminate custodial services for Moffat County Courthouse:
 - Aftermath Cleaning (pg 44)
 - BD&R Cleaning (pg 45)



2:12 PM 11/22/2023

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

Public Comment/General Discussion

8:45 am

Public Hearing

- 1) Clerk & Recorder's Office – Stacy Morgan
 - Special Event Liquor License - Craig Youth Hockey Association/ 'Tis the Season Hockey Tournament (pgs 46-49)
- 2) Planning & Zoning – Candace Miller
 - Cook Application for Exemption from Subdivision Regulation – E-23-03 (pgs 50 & 51)
 - Cook Minor Subdivision Application – S-23-02 (pgs 52-61)

Staff Reports:

- 3) Natural Resources Department - Jeff Comstock
 - Pumped Hydro Project Socio-Economic Study grant (pgs 62 & 63)
- 4) Office of Development Services – Neil Binder
 - Bid recommendation: Loudy-Simpson Park concrete walking path (pgs 64-67)

Adjournment

The next scheduled BOCC meeting will be Tuesday, December 12, 2023 - 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

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/ Z4ccs2EvgQ>

OR

<https://us06web.zoom.us/j/83834598096?pwd=bkJhVW1NLzIPK3duR2Z1MUdzWVE2dz09>



2:12 PM 11/22/2023

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

November 14, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Candace Miller; Tom Kleinschnitz; Rebecca Tyree; Tracy Winder; Carol Haskins; Jennifer Riley; Todd Wheeler; Dan Miller; Rachel Bower; KC Hume; Tom Gray; Zane Kessler; Jeff Comstock; Allison Adair; Dan Haskins

Commissioner Broom was absent

**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) October 24; November 7 – Special Meeting

Resolutions:

- b) 2023-114: Transfer of Intergovernment Funds for the month of October
- c) 2023-115: Special Payroll
- d) 2023-116: Payroll
- e) 2023-117: Payment of Warrants

Contracts & Reports:

- f) Inmate Health Services Health Care Services agreement w/Memorial Regional Health
- g) Memo of Understanding between Moffat County Department of Human Services & Finance Department
- h) OHV Grant Application Letter of Support and Land Manager Approval for Megawatt Moto Complex
- i) Treasurer's Report

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:

Allison Adair made a statement about the experience that a young relative of hers had with voting. Her relative had forgotten their paper ballot, so Adair told them to just go into the voting center and ask for a paper ballot. When they did so, the election judges acted like it was a real effort and difficult to give them a paper ballot and basically coerced them to use a voting machine instead. Adair pointed out that it is illegal in any way to unduly

influence an elector to vote in any particular manner. She emphasized that she feels strongly that voting machines are too easily manipulated and that Moffat County should be using paper ballots only. Adair also commented negatively on the layout of the new Courthouse in relation to the Elections and the Elections Department.

Commissioner Villard commented on the defeat of Proposition HH on the recent ballot and how the governor has called a special session of the legislature to work around that vote. Both commissioners said they hoped our representatives would stand with how the people have voted.

Commissioner Bohrer commented on Veteran's Day last Saturday and thanked everyone serving, both past and present.

Staff Reports:

Road & Bridge Department – Dan Miller

- Culvert bid recommendation (see attached)

Miller presented two bids for culvert pipe:

- Craig Steel \$214,819.87
- Skyline Steel (Penrose, CO) \$64,059.25 (delivered)

The budget for culvert pipe is \$25,000, leaving us \$39,059.25 over budget. The overage is due in part to the number of culverts needing replacement this year and in part to culvert pipe prices more than doubling in the last few years. Miller stated that he would transfer funds from other under used budget line items to make up for the shortage. Miller recommended accepting the bid of \$64,059.25 from Skyline Steel.

Bohrer asked why there was such a huge discrepancy in the prices? Miller said he was unsure of that and was going to talk to Craig Steel after the fact. Part of the trouble is that Skyline Steel stocks miles of pipe and Craig Steel has to order everything in. The County always tries to shop local, but in this case, with a \$150,000 difference, we just can't justify it.

Villard moved to recommend accepting the culvert pipe bid from Skyline Steel for \$64,059.25. Bohrer seconded the bid. Motion carried 2-0.

Office of Emergency Management – Todd Wheeler

- Automated External Defibrillator bid recommendation (see attached)

The County recently went out for bid on 20 additional AED's to round out the County buildings and patrol deputy's vehicles. We received seven bids; Wheeler recommended accepting the bid from AED Everywhere (Fort Collins) for \$36,300. There has been a bit of a price increase from the last time we got these; Wheeler will be making up the difference from his budget. Bohrer questioned why some of the other lesser bidders were not recommended? Wheeler replied that 1) they wanted to keep the bid award in-state and 2) a lot of the other bidders did not submit for all items requested.

Villard moved to accept the bid from AED Everywhere for \$36,300. Bohrer seconded the bid. Motion carried 2-0.

Office of Development Services – Neil Binder

- Change Order #9 (see attached)

Binder pointed out that this is the final Change Order for the new Courthouse project. This Change Order includes the entryway sign, exhaust fans, parking lot concrete, and HVAC drain pans for a total of \$152,154.79, bringing the contract sum to \$22,437,659.42. Binder also emphasized that we still have sufficient funds for the demolition of the old Courthouse.

Villard moved to approve Change Order #9 for \$152,154.79, as presented. Bohrer seconded the motion. Motion carried 2-0.

- Final Settlement Letters: (see attached)
 - United Companies for new Courthouse Parking Lot Asphalt Paving

The final payment to United Companies for asphalt paving of the new Courthouse parking lot is \$68,393.30. No notices of claims or outstanding payments have been received. All lien releases have been received.

Villard moved to approve the final payment to United Companies for asphalt paving of the new Courthouse parking lot for \$68,393.30. Bohrer seconded the motion. Motion carried 2-0.

- McKinstry Essention, LLC for Courthouse Solar Field

The final payment to McKinstry Essention, LLC for the new Courthouse Solar Field is \$46,500.84. No notices of claims or outstanding payments have been received. All lien releases have been received.

Villard moved to approve the final payment to McKinstry Essention, LLC for the new Courthouse Solar Field for \$46,500.84. Bohrer seconded the motion. Motion carried 2-0.

Human Resources Department – Rachel Bower

- Consideration/Approval to add three Facilities/Custodial Building Maintenance Technician position(s). (see attached)

The janitorial contracts for the two companies that clean the two sides of the Courthouse are up at the end of the year, and it has been proposed that we have three in-house positions instead, for greater efficiency. Bower gave an overview of the duties of the three Facilities/Custodial Building Maintenance Technician positions, which would not only take care of the cleaning of the building, but would also be able to help free-up the Facilities Maintenance Department not to having to do little things around this property. They are hoping to hire one position in December and the other two after the first of the year.

Villard moved to approve adding the three positions of Facilities Custodial Building Maintenance Technician as presented today. Bohrer seconded the motion. Motion carried 2-0.

Presentation:

Colorado River District – Zane Kessler & Tom Gray

- Board Update

Zane Kessler, Director of Government Relations for the Colorado River District and Tom Gray, Moffat County's representative to the River District Board, joined the meeting for a conversation about water priorities and policies.

Meeting adjourned at 9:22 am

The next scheduled BOCC meeting is Tuesday, November 28, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2023-118
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF OCTOBER 2023

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

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

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
CAPITAL PROJECTS	195,840.00	GENERAL	195,840.00

Moving proceeds from 551 Tucker Street Per Cathy Nielson

TOTALS \$ 195,840.00

TOTALS \$ 195,840.00

Adopted this 28th day of November, A.D. 2023

Chairman

COUNTY OF MOFFAT)
)§

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

WITNESS my hand and seal this 28th day of November, A.D. 2023

Clerk & Recorder

RESOLUTION 2023-119
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 11/11/2023

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

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

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

Pay Date 11/24/23 Payroll

FROM FUND:

General	0010.7000	\$249,704.57	cr
Road & Bridge	0020.7000	\$189,137.11	cr
Landfill	0070.7000	\$16,365.00	cr
Airport	0120.7000	\$792.05	cr
Library	0130.7001	\$11,505.54	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$9,313.85	cr
Mo Co Tourism	0320.7000	\$3,505.65	cr
PSC Jail	0072.7000	\$70,841.82	cr
Human Services	0030.7100	\$69,519.56	cr
Public Health	0065.7000	\$10,791.52	cr
SM I	0168.7000	\$4,030.32	cr
SM II	0169.7000	\$4,730.72	cr

TO FUND:

Warrant	0100.1000	\$640,237.71	dr
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Adopted this 28th day of November, A.D. 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

RESOLUTION 2023-120
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF NOVEMBER 2023

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

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

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

FROM FUND:	Check Date:	11/28/2023		
General	110	<u>\$28,194.48</u>	CR	0010.7000
Road & Bridge	200	<u>\$2,249.83</u>	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$3,008.88</u>	CR	0350.7000
Capital Projects	510	<u>\$3,399.98</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$573.49</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$2,380.57</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$1,050.64</u>	CR	0320.7000
PSC - JAIL	210	<u>\$3,348.05</u>	CR	0072.7000
Human Sevices	220	<u>\$2,049.94</u>	CR	0030.7100
Public Health	250	<u>\$2,471.05</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$301.74</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$232.56</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$1,397.19</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$50,658.40</u>	DR	

Adopted this 28th day of November, 2023

Chairman

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:	11/28/2023		
General	110	<u>\$169,359.92</u>	CR	0010.7000
Road & Bridge	200	<u>\$127,158.64</u>	CR	0020.7000
Landfill	240	<u>\$16,131.56</u>	CR	0070.7000
Airport	260	<u></u>	CR	0120.7000
Emergency 911	270	<u>\$1,099.80</u>	CR	0350.7000
Capital Projects	510	<u>\$315,592.73</u>	CR	0160.7000
Conservation Trust	211	<u></u>	CR	0060.7000
Library	212	<u>\$2,380.62</u>	CR	0130.7001
Maybell Sanitation	610	<u></u>	CR	0280.7000
Health & Welfare	720	<u>\$73,582.83</u>	CR	0080.7000
Senior Citizens	215	<u></u>	CR	0170.7000
Internal Service Fund	710	<u></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></u>	CR	0320.7000
PSC - JAIL	210	<u>\$34,069.06</u>	CR	0072.7000
Human Seivces	220	<u>\$9,682.24</u>	CR	0030.7100
Public Health	250	<u>\$6,395.74</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$4,902.36</u>	CR	0168.7000
Sunset Meadows I Security	910	<u></u>	CR	0167.7000
Sunset Meadows II	920	<u>\$4,232.77</u>	CR	0169.7000
Sunset Meadows II Security	920	<u></u>	CR	0171.7000
Museum	229	<u></u>	CR	0310.7000
ACET	275	<u>\$4,500.00</u>	CR	0040.7000
Shadow Mountain LID	530	<u>\$9,299.46</u>	CR	0110.7000
MC Local Marketing District	231	<u>\$7,632.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$786,019.73</u>	DR	

Adopted this 28th day of November, 2023

Chairman

STATE OF COLORADO)
)
) ss.)
COUNTY OF MOFFAT)

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

WITNESS my hand and seal this 28th day of November, A.D. 2023

County Clerk & Ex-officio

2024 IHHA 187243
eClearance#: 2318504

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES
INTERGOVERNMENTAL AGREEMENT AMENDMENT #1
SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Community Partnerships	Original Contract Number 179153
Contractor County Moffat County Department of Social Services	Amendment Contract Number 187243 eClearance 2318504
Current Contract Maximum Amount Initial Term Perpetual Extension Terms NA	Contract Performance Beginning Date The later of the Effective Date November 17, 2023.
Maximum Amount for All Fiscal Years See Exhibit A and Attachments 1 & 2	Current Contract Expiration Date The oldest expiration date of both Leased Computing Asset Supplier Vendor and Leasing/Financing Vendor agreements. If either Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor agreement is in effect, this Agreement is in effect.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Moffat County	STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
By: Name & Title of Person Signing for Moffat County Date: _____	By: Pedro Almeida, Deputy Executive Director, Administrative Solutions Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Andrea Eurich/Toni Williamson/Telly Belton

Amendment Effective Date: _____



CMS#: 187243

eClearance#: 2318504

Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



Vendor, such as renewal lease fees for Leased Computing Assets that will continue to be used and buyout offers for lost, stolen or broken (not covered under warranty).

- ii. The State shall facilitate proper Leased Computing Asset reconciliation by offering adequate asset management resources and training in order to ensure sufficient asset management at the County.

e. Allocation Report

- i. The State will provide the County with monthly Allocation reports and will conduct a meeting every six months to review the Allocation balance, expenditures, and Party performance.

f. Absolute Software

- i. The State shall not utilize Absolute in an attempt to locate County personnel assigned to the Leased Computing Device except in the instances of an emergency or in determining whether the Leased Computing Device is being used for purposes outside the terms of this Agreement. The State might also pull data reports from the county's Absolute console in a number of different scenarios, including but not limited to:
 1. If the County reports and suspects that the Leased Computing Device has either gone missing or has been stolen.
 2. If the County reports or suspects that the Leased Computing Device has been damaged or determined to be broken.
 3. If the Leased Computing Assets Supplier Vendor reports that the device is expired and has been unreturned after the County has received, accepted, and installed refreshed the Leased Computing Device.
- ii. The State shall periodically audit random Leased Computing Assets to ensure that the Absolute software is installed, activated, and properly configured.
- iii. The State shall utilize Absolute to audit Leased Computing Assets that are reported in use by the County after the three-year lease cycle.

2. County Responsibilities

a. Option 2 County versus Option 3 County Responsibility

- i. Responsibilities for the HP Computer Refresh Program differ based upon whether the County is an Option 2 or Option 3 County.

1. Option 2 Counties are counties that receive 'To the Desk' support for IT infrastructure and hardware. This option is intended for a County that does not have any information technology department or staff. The State will be responsible for infrastructure installation and support of the leased equipment in its entirety; this may include the following: servers, routers, laptops, desktops, and other hardware; and connectivity to the Colorado State Network (CSN) using leased data communications circuit(s).
2. Option 3 Counties are counties that receive 'To the Door' support for IT infrastructure and hardware. This option is intended for a County that employs an Information Technology (IT) staff on-site who will perform all DHS state access duties in compliance with OIT and CDHS standards and procedures. The State will only be responsible for any leased equipment



rendered inactive via Absolute software and data will no longer be accessible by either Party.

- ii. The County will allow the State access to the County's Absolute console.
- iii. The County shall comply with all Colorado Office of Information Technology reporting policies. These reporting policies include the following features must be turned on:
 1. Hardware
 - a. This feature includes reports and alerts on hundreds of hardware attributes.
 - b. This feature also monitors the Lease Computing Assets on leasing reports.
 - c. This feature also tracks new device activations and connection history.
 - d. This feature also leverages pre-built custom reports for Absolute.
 - e. Finally, this feature flags missing Lease Computing Assets and can alert administrators when the Lease Computing Assets reconnect to the internet.
 2. Software
 - a. This feature assesses installed software by device and population.
 - b. This feature will also report and alert on software configuration changes or policy non-compliance.
 3. Full-Disk Encryption State
 - a. This feature will report on the encryption status reporting for the Lease Computing Asset.
 4. Device Usage
 - a. This feature will assess device usage by analyzing login/unlock and device interaction events.
 - b. This feature will also report on average daily usage by device.
 5. Geolocation Tracking
 - a. This feature will track device location with 365 days of history.
 - b. This feature will also define geofences to detect unauthorized device movement.
 6. Installed Applications
 - a. This feature will assess installed software by device or population.
 - b. This feature will also report and alert on software configuration changes or policy non-compliance.
- iv. Provide State with end usernames and location of all Leased Computing Assets upon request, at predetermined intervals, via a database shared by the Parties, via Absolute software, and/or via a spreadsheet. County shall update changed end-user names and location via Absolute software, shared databases, and spreadsheets when reassigning Leased Computing Assets to a different end-user and/or location and/or when an end-user has a name change.
- d. Acceptance and Deinstallation Requirements
 - i. When County completes a Lease Buyout of Leased Computing Assets, County shall provide State with County signed proof of acceptance and de-installation (de-



1. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty and is thus unrecoverable by the Leased Computing Asset Supplier or Financial Vendor.
 2. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County loses or is unable to recover the Leased Computing Asset and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.
 3. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.
- ii. During the Three-Year Lease Cycle - Lease Buyout Fee. At any time during the Leased Computing Asset 3-year lease cycle term, County may purchase the Leased Computing Asset via Lease Buyout, at a fee established by the Leasing/Financing Vendor, for any lost, stolen, and/or broken (not covered under warranty) Leased Computing Assets, or for any Leased Computing Assets County will not be able to timely return to the Leased Computing Asset Supplier Vendor – for example, if Leased Computing Assets are on a litigation hold, or if County wants to keep a stock of extra computing equipment and accessories. County shall maintain its proof of payment for three years after payment of Lease Buyout fee and immediately provide State with proof of payment.
1. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty.
 2. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County loses or is unable to recover the Leased Computing Asset before the end of the three year lease cycle.
 3. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable by the end of the three year lease cycle.



percentage of time spent by County personnel on fulfilling the duties in compliance with this Agreement is at the discretion of the County.

3. County Allocation

- a. State and County will work together to establish a methodology to determine a Leased Computing Asset budget to lease Computing Assets based on a dollar amount rather than on quantity of Leased Computing Assets.
- b. The County Budget shall be based on Leased Computing Asset quantity, rather than a dollar amount, until State and County establish the above methodology to determine a budget based on a County Leased Computing Asset dollar amount.
- c. Converting County Leased Computing Asset Allocation, based on a dollar amount rather than a Leased Computing Asset quantity, does not change any terms of this Agreement or change the way County participates under this Agreement.

4. Invoices & Payment

- a. Financial obligation to State by County under this Agreement is limited to the unpaid, obligated balance of every Leased Computing Asset Buyout Estimate for County unreturned Leased Computing Assets (unreturned for any reason) issued by Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for a Lease Schedule entered into by the State on behalf of County for Leased Computing Asset. This Agreement formalizes the existing business practice of County financial obligation to pay Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for unreturned, broken, lost, or stolen Leased Computing Assets:
 - i. In lieu of a Lease Buyout, the Leased Computing Assets Supplier Vendor or Leasing/Financing Vendor may implement a Lease Penalty for County unreturned Leased Computing Assets to County for not timely returning expired (past lease term) Leased Computing Assets, County agrees to pay this Lease Penalty in lieu of a Lease Buyout.
 - ii. State will make all attempts to work with Leased Computing Assets Supplier Vendor and/or Leasing/Financing Vendor to agree on behalf of County to obligate County to the lesser of a Lease Buyout fee or Lease Penalty. State is not obligated to pay any portion of the Lease Buyout fee and/or Lease Penalty.
- b. If County enters into a Lease Buyout for any Leased Computing Assets, the County is obligated to pay either the Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor directly for that Lease Buyout agreement and State is no longer obligated to pay the remaining lease fee of the unused lease term or the Service Level Option assigned to that Leased Computing Assets. See sections 2.f., 2.g. and 2.h. above.
- c. State shall not pay any amount under this Agreement to County, Leased Computing Assets Supplier Vendor, or Leasing/Financing Vendor unless payment is a reimbursement of a County overpayment to State or a passthrough reimbursement to County received by State from Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor.
- d. County shall pay the State for County's lease or purchase of computer device lease services beyond the County's State Allocation budget, stated within this Scope of the Work. The State shall promptly pass through any County's payments to the Leasing/Financing Vendor. Except within its role as a pass through entity, the State is not liable for County's obligations incurred under this Agreement which includes this Statement of Work. The State shall provide each County an invoice at least 30 days prior to the date the payment is



Attachment 2
Human Services Department State Fiscal Year Allocation

Moffat County agrees to participate in the County Leased Computer Program under the terms set forth in this Agreement by the Colorado Department of Human Services.

Human Services Department agrees to an allocation of \$10,823 for the three-year lease cycle starting in state fiscal year 2023-2024 and agrees to abide by the terms in this Agreement, including those terms that outline County obligations if Moffat County Department of Social Services orders computer devices for the totality of above state fiscal year that exceeds the dollar value of the above County state fiscal year allocation.

By: _____
Authorized County Representative

Date: _____

County Title:
County Name: Moffat

By: _____
Authorized County Representative

Date: _____

County Title:
County Name: Moffat

By: _____
Authorized County Representative

Date: _____

County Title: _____
County Name: _____



November 17, 2023

Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

RE: Xcel Energy's Colorado Clean Energy Plan 120 Day Report (Docket #21A-0141E)

To: Chairman Eric Blank
Commissioner Megan Gilman
Commissioner Tom Plant

The Moffat County Board of County Commissioners write to support the biomass proposal for the Hayden Station as well as opposing early closure of the Hayden Station. Residents of Moffat County and local businesses contribute to the labor force and supply chain for the Hayden Station. The multiplier effects from employment, property tax, and commercial businesses within the Yampa Valley are enormous. As Moffat County plans for a "just transition," shortening timeframes for power plant closures hamper our ability to recruit new businesses to replace the declining coal tax base. In addition, if timeframes for power plant closures are accelerated, our community loses workforce that could otherwise have opportunities to be employed in a well-planned transition.

A biomass facility at the Hayden Station supports the local community, tax base, and workforce as the coal station retires. The facility will use forest waste from fire prevention activities and Rocky Mountain Pine beetle-kill wood as a biofuel. The biomass facility will sustain employment at 26 full-time employees. Aside from workforce, if the biomass facility is not approved, taxing districts will see significant decreases in funding that leads to declined local services. A secure energy future includes timelines that allow for alternative energy to be built, and transition of the workforce that chooses to move from coal to another industry.

Taxing entities such as hospital, fire, school, and water conservation districts are all negatively affected by early closures of the coal industry. If you have any questions about Moffat County's support for the

Xcel Energy biomass project, and our opposition to early closure of the Hayden Station, please contact me anytime.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tony Bohrer'.

Tony Bohrer, Chairman
Moffat County Commissioners

Cc:

Speaker of the House -Julie McCluskie
Senator Dylan Roberts
Representative Meghan Lukens
Bradley D McCloud, Xcel Area Manager

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 Yampa Geo, LLC, ("Consultant"), whose address is 885 Bridger Circle Craig, CO 81625 whose telephone number is 970-620-1435.

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 Contractor entered into a written Agreement dated September 27th, 2022 (the "Agreement"), entitled "Agreement", concerning the following subject matter: GIS Parcel Data Correction Project for the Moffat County Assessor. 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 Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

The County wishes to exercise its option to renew the Agreement for another one year period from January 1, 2024 through 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 Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Tony Bohrer

Clerk to the Board

CONTRACTOR:

Yampa Geo, LLC.

By: _____
Josh Lowe

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2023 by Josh Lowe.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public

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 Yampa Geo, LLC, ("Consultant"), whose address is 458 Yampa Ave #110 Craig, CO 81625 whose telephone number is 970-701-3008.

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 Contractor entered into a written Agreement dated December 15th, 2022 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Mapping and GIS Services for the Moffat County Assessor. **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 Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

The County wishes to exercise its option to renew the Agreement for another one year period from January 1, 2024 through 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 Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Tony Bohrer

Clerk to the Board

CONTRACTOR:

Yampa Geo, LLC.

By: _____
Josh Lowe

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2023 by Josh Lowe.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public



MOFFAT COUNTY ROAD DEPARTMENT

November 20, 2023

Retainage release to Stripe-A-Lot Inc.

Release of partial retainage for final settlement to Stripe-A-Lot Inc. for the 2023 pavement striping project pursuant to Revised Statutes 1973, Section 38-26-107.

The Road and Bridge Department advertised for release of final payment in the Craig Daily Press on Oct. 18th 2023 and Oct. 20th 2023. No notices of claims or outstanding payments have been received by the Road Dept. We would like consent to make final payment of \$7,396.20.

Bruce White

Manager

Road and Bridge Dept.

P.O. Box 667
Craig, Colorado 81626
Phone: (970) 824-3211
Fax: (970) 824-0356

CONTRACT AMENDMENT NUMBER 4

THIS CONTRACT AMENDMENT NUMBER 4 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and North West Colorado Consultants, Inc. d/b/a NWCC, Inc., ("Consultant"), whose address is 2580 Copper Ridge Drive, Steamboat Springs, CO 80487, whose telephone number is 970-879-7891.

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 20, 2019, (the "Agreement"), entitled "Agreement", concerning the following subject matter: Engineering and Environmental Services for Moffat County Landfill. 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 County wishes to exercise its option to renew the Agreement for another one-year period, beginning January 1, 2024 through December 31, 2024.

Exhibit A as described in the Scope of Work in the Agreement shall be replaced by Exhibit B, which is attached to and incorporated in this Amendment by reference. Exhibit B consists of 5 pages which include the following:

- A letter from NWCC to Moffat County Office of Development Services Director dated October 26, 2023,
- Table 1 (2024 Moffat County Regional Landfill Environmental Consulting and Engineering Services Rates);
- Table 2 (Equipment Rental Rates (2024) Moffat County Regional Landfill), and
- A one-page communication from Gary Webber summarizing actual costs for 2022 through August 2023 and setting forth activities not included in the historic annual budget which have led to increased costs in order to comply with CDPHE regulations.

The amount to be expended pursuant to this Amendment shall not exceed Eighty-Two Thousand Six Hundred Sixty Dollars and 00/100 cents (\$82,660.00), 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.

If notice is mailed to the BOCC's Representative pursuant to Article 20, the BOCC Representative is now Tony Bohrer and the mailing address for the BOCC is currently 1198 W. Victory Way, Suite 104, Craig, CO 81625.

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: _____ Date: _____
Tony Bohrer, Chair Clerk to the Board

CONSULTANT:

NWCC Inc
(Print Name of Consultant)

By: [Signature]
Signature of Authorized Signer

STATE OF COLORADO)
COUNTY OF Routt) ss.

The foregoing instrument was acknowledged before me this 20 day of November, 2023,
by Gary Webber, Consultant.

[Signature]
Notary Public



Exhibit B



October 26, 2023

Moffat County Office of
Development Services Director
Attn: Roy Tipton
1198 Victory Way, Ste. 107
Craig, CO 81625

Subject: 2024 Environmental and Engineering Services
Budget, Moffat County Regional Landfill

Dear Mr. Tipton:

As we recently discussed, several regulatory activities that must be conducted during 2024 that are not included in the annual engineering and environmental consulting budget for the county landfill. The annual budget has remained \$33,160 since 2020. Actual costs for 2022 through September 2023 are summarized below.

- 2020: \$19,376.69
- 2021: \$29,606.56
- 2022: \$40,750.96; cost overrun of \$7,590.96 because of required regulatory reporting.
- 2023 (through September): \$19,382.05

Activities not included in the historic annual budget include the following.

- 1) Landfill cell expansion is planned during 2024 and will require CQA observations and testing during construction, followed by engineer reporting and certification, mandatory before CDPHE allows opening the new disposal cells. Based on costs for this task conducted during the last cell expansion, NWCC recommends a budget increase of \$20,000 to \$25,000.
- 2) Regulatory, 1) Groundwater Assessment and 2) Analyte Trend Analyses technical reports will be required. Based on the volume of data that must be evaluated and report development, NWCC recommends a budget of \$14,000 to \$16,000.
- 3) Five-Year Third Party Engineer Cost Estimate for Financial Assurance is required during April 2024. Based on historic costs, a budget of approximately \$6,500 to \$8,500 is recommended.

Taking the larger of the recommended budget ranges, the annual budget is anticipated to increase approximately \$49,500 in order to comply with CDPHE regulations. In summary;

•Historic Annual Budget:	\$33,160
•Cell Expansion CQA:	\$25,000
•Data Evaluation and Technical Reporting:	\$16,000
•Five Year Financial Assurance:	<u>\$8,500</u>
Total:	\$82,660

The work will be conducted on a time and materials basis in accordance with the contract and NWCC will suppress costs as much as possible. The Fee Schedule is attached as Table 1 and Equipment Rates as Table 2. We look forward to continue helping Moffat County successfully meet county disposal needs and CDPHE regulatory compliance.

Sincerely,
NWCC, Inc.



Gary R. Webber, PG
Senior Environmental Consultant/Vice President

Attachments

Cc: Dan Miller, Moffat County Road Department
Neil Binder, Moffat County Development Services

Table 1

2024 Moffat County Regional Landfill Environmental Consulting & Engineering Services Rates

The following describes the basis for compensation for services performed during 2024. This Fee Schedule will be effective through December 31, 2024. Each subsequent year, this Fee Schedule may be adjusted annually to reflect merit increases, economic salary increases, inflation increases, cost of living increases, and changes in the expected level and mode of operations for the new year. The new Fee Schedule will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in performing the scope of services, including office, field, and travel time, will be in the range of hourly rates by experience level set forth below for the labor classifications indicated.

Labor Classification	Rate/Hour
Administrative Assistant	\$50.00
AutoCAD/GIS	\$65.00
Senior AutoCAD/GIS	\$75.00
Environmental/Geotechnical Field Technician	\$65.00
Environmental Scientist	\$70.00
Environmental Engineer	\$85.00
Project Environmental, Civil, Geotechnical Engineer/Environmental Consultant/Scientist	\$95.00
Senior Project Professional Environmental, Civil, or Geotechnical Engineer/Environmental Consultant/Certified Geologist/Project Manager I	\$110.00
Principal Professional Environmental, Civil, or Geotechnical Engineer/Senior Project Manager II	\$120.00

In the event that higher classified personnel are used for a lower level activity (such as using a senior level person for staff level environmental monitoring), the lower technician billing rate will be used.

Charges for temporary personnel under Company supervision and using Company facilities will be invoiced according to the hourly rate corresponding to their classification, if not billed as subcontractors.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel will be charged at time and a half, in accordance with State Labor Laws.

Project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the appropriate rate of the staff performing the work.

OTHER PROJECT CHARGES

Administration Fee

Direct, indirect, and subcontractor costs will be charged at cost plus 10%.

Travel and Other Direct Costs

The cost of travel (airfares, lodging, meals, rental vehicles, parking fees, baggage handling cost, etc.) or other direct cost (field supplies, report reproduction, shipping, project-dedicated equipment, etc.) will be charged at cost plus 10%. A per diem may be used for lodging and meals. The mileage charge for automotive use will be the current mileage rate established by the U.S. Internal Revenue Service.

Note: Only change from 2020 contract is an administrative markup fee increase to 10% to off-set rising overall costs.

This fee schedule contains confidential business information. Do not disclose, copy, or distribute without written permission.

Table 2
Equipment Rental Rates (2024)
Moffat County Regional Landfill

GROUNDWATER SAMPLING EQUIPMENT	UNIT	TIME PERIOD	RATE
Pumps			
ES-60 Submersible Purge Pump	Each	Daily	\$45.00
Submersible Pump	Each	Daily	\$75.00
Waterra™ Inertial Pump Handle	Each	Daily	\$25.00
Waterra™ 5/8 O.D. Tubing	Per Foot	N/A	\$0.38
Waterra™ Foot Valve	Each	N/A	\$21.45
Waterra™ Surge Block	Each	N/A	\$9.35
ELECTRONIC METERS/SENSORS			
Solinst 300' Electronic Water Indicator	Each	Daily	\$25.00
Heron Oil/Water Interface Probe	Each	Daily	\$50.00
Oakton Con 10 - Ph/Temp/Cond Meter	Each	Daily	\$30.00
Extech II - Ph/Temp/Cond/Sal/Tds Meter	Each	Daily	\$25.00
MultiRAE Plus Multigas Detector	Each	Daily	\$90.00
DISPOSABLE SAMPLING EQUIPMENT			
Waterra™ VOC Sampling Tube	Per Foot	N/A	\$0.24
Waterra™ 0.45 Um Groundwater Filter	Each	N/A	\$15.35
Disposable Bailer	Each	N/A	\$10.00
HEALTH AND SAFETY EQUIPMENT			
Half Face Respirator	Each	Daily	\$25.00
Disposable Tyvek Suits	Each	N/A	\$10.00
Disposable Nitrile Gloves	Box	N/A	\$25.00 ⁽¹⁾
OTHER			
Generator	Each	Daily	\$100.00
Metal Detector	Each	Daily	\$25.00
Global Positioning System	Each	Daily	\$10.00
Video Camera	Each	Daily	\$20.00
Digital Camera	Each	Daily	\$10.00
Lab/Office Trailer	Each	Monthly	as per bid
ATV/Snowmobile	Each	Day	\$125.00

⁽¹⁾ NWCC cost, Only cost increase since 2020 contract.

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 **ValueWest, Inc.** ("Consultant"), whose address is 5125 S. Kipling Parkway, Suite 301, Littleton, CO 80127 whose telephone number is 303-903-8535.

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 Contractor entered into a written agreement dated December 15th, 2022 (the "Agreement"), entitled "Agreement", concerning the following subject matter: **Ad Valorem Valuation Services.** 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 Contractor now desire to amend the Agreement and the prior amendments thereto, if any, as follows:
The County wishes to exercise its option to renew the Agreement for another one year period beginning January 1, 2024 through 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 Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Tony Bohrer

Clerk to the Board

CONTRACTOR:

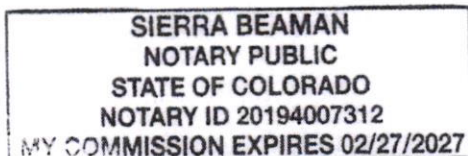
ValueWest, Inc.

By: John E. Zimmerman
John E. Zimmerman

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 16 day of November, 2023 by John E. Zimmerman.

MY COMMISSION EXPIRES: 02/27/2027



Notary Public

Address of Notary Public

FirstBank
Kipling & Bellevue Branch
5125 S. Kipling St.
Littleton, CO 80127

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 **CLH Professional Services** ("Consultant"), whose address is PO Box 183, Maybell CO 81640 whose telephone number is 970-629-0459.

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 Contractor entered into a written Agreement dated December 15th, 2022 (the "Agreement"), entitled "Agreement", concerning the following subject matter: **Appraisal Services for the Moffat County Assessor. 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 Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

The County wishes to exercise its option to renew the Agreement for another one year period from January 1, 2024 through 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 Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Tony Bohrer

Clerk to the Board

CONTRACTOR:

CLH Professional Services

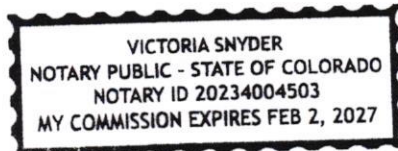
By: Camie Herod
Camie Herod

STATE OF COLORADO)
) ss.
COUNTY OF Moffat)

The foregoing instrument was acknowledged before me this 16th day of ^{November}~~December~~, 2023 by Camie Herod.

MY COMMISSION EXPIRES: _____

Victoria Snyder
Notary Public
1198 W. Victory Way Craig, CO
Address of Notary Public



LEASE AGREEMENT FARMING LEASE

LESSOR: Moffat County, a Body Politic
Moffat County Courthouse
1198 West Victory Way, Suite 107
Craig, CO 81625

LESSEE: Sterling Rollins
PO Box 433
Craig, CO 81625

PREMISES: The fields and standing hay crops, which are located within Loudy-Simpson Park and the Craig-Moffat Airport, all situated in Moffat County, Colorado as described in Exhibit A RFP 201806, Exhibit B Addendum #1, and Exhibit C Price quote and Signature Sheet submitted by Sterling Rollins.

TERM: This lease shall commence on the 1st day of January, 2024 and continue through December 31, 2024, with the option to renew for five additional 1 year terms.

RENT: The rent shall be the yearly fixed amount of \$9,000.00 per year.

RECITALS

1. Lessor, the Board of County Commissioners of the County of Moffat, State of Colorado, holds title to the above-described premises and has the legal authority to enter into this lease, pursuant to C.R.S., 30-11-101.
2. Lessee desires to obtain a lease of the above-described for farming purposes.
3. Lessor has determined that it is in the best interest of Moffat County to lease the above described premises to Lessee upon the terms and conditions enumerated below.

WITNESSETH THAT, for and in consideration of the rent reserved herein, and the other promises and agreements made by the parties hereto, Lessor does hereby lease and demise unto Lessee and Lessee does hereby accept and hire from Lessor the Premises above described, on the terms and conditions set forth herein, and the parties do hereby agree as follows:

1. PURPOSE: Lessee shall occupy the leased Premises for cattle grazing and farming purposes only.
2. RENT: The annual rent shall be \$9,000.00.
3. TERM: The term of this Lease shall be the 2024 growing season, commencing January 1, 2024 and continuing through December 31, 2024, with the option to renew for five (5) additional 1-year terms.
4. NON-EXCLUSIVE USE: The Lessor is granting to Lessee the right to use the premises in pursuit of a private purpose, to wit: the cattle grazing and removal and use of Lessor's standing hay crop on the premises, excluding cattle grazing on the parcel inside Loudy Simpson Park. Lessor in no way covenants or agrees that this is the exclusive use of the land upon which the pasture and hay crop stands and specifically reserves the right to make whatever use of Loudy-Simpson Park and the Craig-Moffat Airport which Landlord, in its sole discretion, determines appropriate, except for those uses that cause loss or damage to said crop. Lessee's removal of the standing hay crop shall be the sole use of the premises granted to Lessee through this lease. If the condition of any portion of the hay crop is such that removal of that portion is not economically feasible, Lessee shall have the discretion to determine whether said portion should be included in the removal of the standing hay crop.
5. LESSOR'S OBLIGATIONS: Subject to Lessor's reservation of rights as set forth in paragraph 4 herein, Lessor, in consideration of the leasing of said Premises, covenants and agrees to grant Lessee peaceable and quiet enjoyment of the Premises during all times that Lessee is not in default of this Lease. Lessor undertakes no other obligation to Lessee, express or implied.
6. LESSEE'S OBLIGATIONS: Lessee in consideration of the leasing of said Premises covenants and agrees as follows:
 - a. To pay the rent for said Premises as herein above provided.
 - b. To irrigate all possible fields when water is available.
 - c. To maintain all secondary ditches
 - d. To assume the risk of loss or damage to the standing hay crop.

- e. To use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, the City of Craig, including but not limited to zoning and building, and for no improper or questionable purpose whatsoever.
- f. To use said Premises for the farming and grazing purposes only.
- g. To not store any toxic substances or hazardous wastes on the Property. To not store and accumulate flammable explosives other than the fuel or other necessary petroleum products contained in motorized equipment legitimately stored on the Premises. Tenant will assume all costs associated with mitigating any damages caused by violation of this covenant including, but not limited to, environmental cleanup, fines, penalties and attorney fees.
- h. To neither hold nor attempt to hold the Lessor liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent property by reason of negligence or default of the Lessee.
- i. To keep title to the Property free and clear of all liens, encumbrances and security interests, and to pay in full all persons who perform labor on the Property, and not to permit or suffer any mechanics' liens or materialmen's liens of any kind for any work done or materials furnished thereon at the request or demand of Lessee, or for the benefit or account of Lessee.
- j. To take appropriate measures to prevent overgrazing pasture degradation and other environmental impacts to the Property. Cattle must be removed from the property prior to May 1 each year and can be returned after the hay is harvested.
- h. Lessee agrees to harvest and remove all hay crop by July 30th of each calendar year.

Lessee shall indemnify and save Lessor harmless from any breach of the covenants contained herein.

- 7. INSURANCE: Lessee shall hold the Lessor harmless from any claim or claims made by any person for injuries which may be suffered by such persons as a result of Lessee's operations on the premises or Lessee's responsibilities for the management and caretaking of Lessee's operations on the premises and which result from the acts or omissions of the Lessee or organization or person who occupies or utilizes the premises with the permission of the Lessee. Lessee shall secure this obligation by acquiring and maintaining farm liability insurance

coverage for all risks in the amount of One Million Dollars (\$1,000,000.00)

8. PAYMENT/BILLING PROCEDURES:

- a. Lessee shall pay Lessor the fixed amount of \$9,000.00 due and owing by October 31 of each year.

9. ASSIGNMENT AND SUBLETTING: The Lessee shall not assign or sublet this Lease or any interest therein without the written consent of the Landlord having first been obtained. Unless such written consent has been obtained, any assignment, subletting or transfer of this Lease or of any interest therein shall, at the option of the Landlord, terminate this Lease and any purported assignment, transfer or subletting without such consent shall be null and void.

10. HOLD HARMLESS: Lessee shall hold the Lessor harmless from any claim or claims made by any person for injuries which may be suffered by such persons on the Premises by reason of the acts or omissions of the Lessee.

11. DEFAULT: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

- a. Failure to Perform: The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.
- b. Use of Premises for Non-Farming Purposes: The failure by Lessee to observe or perform the requirement that the sole use of the premises shall be for farming purposes.

12. REMEDIES: In the event of default or breach by Lessee as set forth in Paragraph 11 above, Lessor may at any time thereafter, with or without demand and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach, terminate Lessee's right to possession of the Premises by any lawful means, which shall include written notice to Lessee that the Lease is terminated, whereupon Lessee shall immediately surrender possession of the premises to Lessor. In such event, Lessor shall be entitled to recover from the Lessee all past due rents.

Failure by the Lessor to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by the Lessee. Acceptance of rentals by the Lessor from the Lessee, or performance by the Lessor under the terms hereof, for any period or periods after a default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppel of any right on the part of the Lessor to terminate this lease for any subsequent failure by the Lessee to so perform, keep or observe any of said terms, covenants or conditions.

13. **SURRENDER OF PREMISES:** At the conclusion or termination of the Term, Lessee shall yield and deliver possession of the Premises and shall remove the personal property of Lessee.
14. **NOTICE:** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by United States mail, to the party to be notified. Notice to Lessee shall be at the address set forth above. Notice to Lessor shall be at the address set forth above.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of legal process.

15. **ATTORNEY FEES:** If either party is required to bring or maintain any action, [including assertion of any counterclaim or cross-claim (including an appeal, if applicable) or claim in a proceeding in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others], or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all of the costs incurred by the prevailing party, including reasonable attorney's fees.
16. **BINDING EFFECT:** This agreement shall be binding upon the heirs, successors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
this _____ day of _____, 2023

LESSOR

LESSEE

Moffat County, a Body Politic

Sterling Rollins

By: _____
Tony Bohrer, Chairman

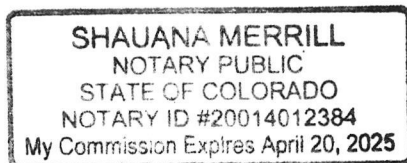


STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

The above and foregoing Lease was duly acknowledged before me this 8th day of November, 2023, by Tony Bohrer as Chairman, Moffat County Board of County Commissioners, for Moffat County, a Body Politic, Lessor.

WITNESS my hand and official seal.

My Commission Expires: 04/20/2025



Shauana Merrill
Notary Public

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 Julie S. Willems, DBA Exclusive Professional Support ("Consultant"), whose address is 100 N. Jackson St. Apt #8 Viborg, SD 57070 whose telephone number is 720-987-6618.

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 Contractor entered into a written Agreement dated December 15th, 2022 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Consulting Services for Oil and Gas Production Personal Property Account Specialist for the Moffat County Assessor. 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 Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

- The County wishes to exercise its option to renew the Agreement for another one year period from January 1 through December 31, 2024.
- Compensation shall be amended as follows: Total amount expended shall be Twenty Four Thousand Dollars and 00/100 (\$24,000.00). Payable in 12 monthly installments of \$2,000.00.

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 Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Tony Bohrer

Clerk to the Board

CONTRACTOR:

Julie S. Willems
DBA Exclusive Professional Support

By: Julie S. Willems
Julie S. Willems
STATE OF COLORADO)
COUNTY OF Turner) ss.

The foregoing instrument was acknowledged before me this 9th day of November, 2023 by Julie S. Willems.

MY COMMISSION EXPIRES: 4-18-24

Nichelle Boonlander
Notary Public
Viborg, SD 57070
Address of Notary Public

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:	MOFFAT COUNTY CORONER OFFICE	
Contact Person: Rebecca Warren	Phone: 970-761-8606	Email: coroner@moffatcounty.net
GRANT SOURCE: Colorado Department of Public Health & ENVIRONMENT		
GRANT PROPONENT:	COUNTY MATCH: \$	GRANT AMOUNT: \$

STATEMENT OF PURPOSE of GRANT:

TEMPORARY GRANT MONEY AVAILABLE ON A FIRST COME FIRST SERVE BASIS TO REIMBURSE PAYMENTS FOR TOXICOLOGY TESTING ON DECEASED VICTIMS OF ILLICIT DRUG USE.

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; |
| <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 checked="" type="checkbox"/> Correlation with other existing and reasonably potential grants; |
| <input checked="" type="checkbox"/> Appropriate financial accounting can reasonably be accomplished; | <input checked="" 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: OPEN UNTIL FUNDS USED Personnel impact: NONE
 Grant start and end date (duration): AS FUNDS AVAILABLE Asset impact: NONE
 In-kind proposed: NO Letter of support requirements: NONE
 Proposed Grant Administrator: Rebecca Warren Supplemented services or items: NONE

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: None

☒ 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: 11/22/23

Toxicology Support Grant

Colorado Coroners Association <coloradocoroners@gmail.com>

Mon 11/20/2023 8:17 AM

To: Colorado Coroners Association <Coloradocoroners@gmail.com>

Cc: Aaron Hankins <hasigns2@yahoo.com>; Alexander Krieg <akrieg@co.lake.co.us>; Amber Flenniken <amber.flenniken@summitcountyco.gov>; Andrew Lorensen <lincolncoroner@yahoo.com>; Annette Cannon <acannon@jeffco.us>; Annette Cannon <acannon@co.jefferson.co.us>; Bob Fowler <rmfowler@bresnan.net>; Brad Baltzly <coroner@custercounty-co.gov>; Brad Hunt <BHunt@archuletacounty.org>; Brandon Bishop <bbishop124@gmail.com>; Brian Cotter <cotterb@pueblocounty.us>; Chris Hegmann <chegmann@clearcreekcounty.us>; Dallas Bowin <dallas.bowin@hotmail.com>; Dave W. Tennant <tennantd@logancountyco.gov>; David Kintz <pccoroner@parkco.us>; David Tennant <tennant@tutamail.com>; Dennis Jelden <dennisjamesdrj@pctelcom.coop>; Dominic Verquer <lasanimascountycoroner@yahoo.com>; Dr. Michael Burson <mburson@co.weld.co.us>; Emil Sante <emils@sanmiguelcountyco.gov>

Good morning,

Christiane Baigent (Summit County) has asked me to forward the following information to you:

OD2A-S Coroner Toxicology Support Grant

CDPHE's Overdose Prevention Unit is pleased to announce the availability of funding to support Colorado coroners and medical examiners in conducting toxicology testing for deaths suspected to involve overdose due to opioids and/or stimulants. This funding is available through the Overdose Data to Action - States (OD2A-S) grant from the Centers for Disease Control and Prevention.

This funding is for reimbursement of toxicology testing expenses for deaths where overdose due to opioids and/or stimulants is suspected to be the cause of death or to have contributed to the death.

All Colorado coroner and medical examiner's offices are eligible to apply.

Applications are accepted on a rolling basis. Funding is disbursed on a first-come first-served basis and capped at \$45,000 per entity per grant year.

For more information about the grant, see [this document](#). To apply, fill out [this form](#). If you have any questions please contact Cody Brown at cody.brown@state.co.us.

Cody Brown, MPH

pronouns: they/them/theirs or he/him/his ([why pronouns matter](#))

OD Prevention Technical Assistance Coordinator

Violence and Injury Prevention-Mental Health Promotion Branch

STATEMENT OF WORK

I. Project Description: This project serves to improve the surveillance of overdose deaths in Colorado by increasing the ability of local coroners and the medical examiner in Denver City and County to accurately determine and report to the state the number of deaths due to overdose and the substances involved in overdose deaths. This will be accomplished by providing funding for toxicology testing for Colorado coroners and medical examiners as part of the Overdose Data to Action - States grant from the Centers for Disease Control and Prevention (CDC). This health project is being funded to reimburse laboratory fees associated with forensic toxicology testing related to overdose deaths or suspected overdose deaths suspected to involve opioids or stimulants.

II. Definitions:

1. **CDPHE:** Colorado Department of Public Health and Environment
2. **CHED:** Center for Health and Environmental Data
3. **Coroner:** an elected official who is responsible for conducting or ordering an inquest into the manner or cause of death, and to investigate or confirm the identity of an unknown person who has been found dead within the coroner's jurisdiction. This is an elected position in all counties in Colorado except Denver which has an appointed medical examiner.
4. **Fentanyl:** a synthetic opioid about 50 times as potent as heroin. Medically, it is used in clinical settings for pain management and during surgery. Illicit fentanyl can be found as powder and pressed pills, and as an adulterant in other substances.
5. **Medical Examiner:** in Denver City and County, the Medical Examiner is responsible for the investigating deaths that occur in the jurisdiction, to perform post-mortem examinations, and to initiate inquests regarding deaths.
6. **Novel Psychoactive Substances:** "designer drugs" designed to mimic the effects of established illicit drugs.
7. **Opioids:** substances that act on opioid receptors to produce morphine-like effects. Medically they are primarily used for pain relief, including anesthesia.
8. **Stimulants:** any drug that excites any bodily function, but more specifically those that stimulate the brain and central nervous system. Stimulants induce alertness, elevated mood, wakefulness, increased speech and motor activity and decrease appetite. There are prescription stimulants such as Ritalin and illicit stimulants such as cocaine and methamphetamine.
9. **Toxicology Testing:** a test that determines the approximate amount and type of drugs in a person's body.
10. **Xylazine:** a veterinary tranquilizer that produces some of the same sedative effects as opioids. Xylazine can sometimes be found as an adulterant in the illicit drug supply.

III. Work Plan:

Goal #1: Create connected and thriving communities free from injury and violence.	
Objective #1: No later than the expiration date of this contract, improve the ability to order toxicology testing and submit toxicology results for deaths in which overdose due to opioids and/or stimulants is suspected to be a contributing factor or cause of death.	
Primary Activity #1	The Contractor shall order toxicology testing from a laboratory for deaths in which overdose due to opioids and/or stimulants is suspected to play a role in the death.
Sub-Activity #1	1. The Contractor shall obtain documentation from the laboratory used for toxicology testing that includes the following information for every test submitted for reimbursement under this grant:

	<ul style="list-style-type: none"> a. Case number b. Test(s) performed c. Cost of testing
Primary Activity #2	The Contractor shall provide toxicology results upon request to CHED.
Standards and Requirements	<ol style="list-style-type: none"> 1. The Contractor shall redact supporting documentation submitted with invoices to remove identifying information regarding decedent such as: <ul style="list-style-type: none"> a. Name b. Date of birth c. Address 2. Project funding is for reimbursement of laboratory fees associated with forensic toxicology testing for overdose deaths or suspected overdose deaths due to opioids and/or stimulants only. 3. Funding from this project shall not be used for any of the following: <ul style="list-style-type: none"> a. Toxicology testing conducted for any reason other than overdose or suspected overdose b. Testing for deaths due to motor vehicle crashes c. Laboratory fees for testing not covered under this grant (e.g., carbon monoxide, electrolytes and glucose) d. Personnel expenses e. Supplies f. Equipment g. Technology costs h. Other expenses not related to laboratory fees for forensic toxicology testing for overdose or suspected overdose deaths due to opioids and/or stimulants 4. The minimum level of toxicological testing for suspected opioid and/or stimulant overdose deaths shall include: <ul style="list-style-type: none"> a. Screening, confirmatory, and quantitative testing for commonly prescribed drugs b. Illicit opioids such as fentanyl and heroin c. Illicit stimulants including cocaine, methamphetamine, other amphetamines, and cathinones d. Drugs commonly co-occurring with opioids and/or stimulants, such as (but not limited to) benzodiazepines. 5. When economically feasible, expanded testing shall be conducted to obtain a more comprehensive assessment of potential drugs involved in suspected opioid and/or stimulant overdose deaths. 6. The funding from this project can be used for the identification and quantification of the following substances: <ul style="list-style-type: none"> a. Amphetamine, Methamphetamine, MDA, MDMA, MDEA b. Alprazolam, Clonazepam, Diazepam, Nordiazepam, Oxazepam, Temazepam, Lorazepam c. Buprenorphine d. Cannabinoids e. Cocaine, Cocaethylene, Benzoyllecgonine f. Codeine, Hydrocodone, Hydromorphone, Morphine, Oxycodone, Oxymorphone, 6-Acetylmorphine g. Fentanyl, Fentanyl analogs h. Gabapentin i. Methadone, EDDP (methadone metabolite)

	j. Xylazine k. Common over-the-counter, prescription/therapeutic, and illicit drugs, including but not limited to antidepressants, antihistamines, antipsychotics, antiseizure, hallucinogens, sedatives, stimulants l. Novel Psychoactive Substances, when determined necessary by the ME/C m. Other substances as approved by CDPHE	
Expected Results of Activity(s)	CDPHE will have increased access to toxicology results for overdose deaths in Colorado.	
Measurement of Expected Results	Count of toxicology results submitted to CDPHE for reimbursement.	
		Completion Date
Deliverables	The Contractor shall submit to CDPHE documentation from the laboratory used for toxicology testing.	No later than the expiration date of this Purchase Order.

IV. Additional Provisions:

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. ADDITIONAL PROVISIONS – Invoicing

To receive compensation under the Purchase Order, the Contractor shall submit a signed CDPHE approved Invoice Form. The CDPHE approved Invoice Form must be submitted no later than forty-five (45) calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Submit the completed and signed CDPHE approved Invoice Form as an electronic document. Email the Invoice form and supporting documentation to Cody Brown, Overdose Prevention Technical Assistance Coordinator, at cody.brown@state.co.us.

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Purchase Order.

Payment to the Contractor is made from available funds encumbered through a General Accounting Encumbrance (GAE) and shared across multiple contractors. CDPHE may increase or decrease the total funds encumbered in the GAE at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

B. ENTIRE AGREEMENT

These Provisions together with the Purchase Order constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

V. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the *Overdose Prevention Technical Assistance Coordinator*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include invoices and supporting documentation and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *Overdose Prevention Technical Assistance Coordinator* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.



November 28th, 2023

Aftermath Cleaning
Roxanne Chadwick
345 Riverview
Craig, CO 81625

Re: Notice to terminate custodial services for Moffat County Courthouse (Secure half of the building)

Dear Roxanne Chadwick:

You are hereby notified that Moffat County wishes to terminate the provision of custodial services by Aftermath Cleaning at the Moffat County Public Safety Center.

The BOCC is providing you with 30 days advance notice of its decision and shall pay for custodial services at the Public Safety Center through December 31, 2023, which shall be the date of termination.

If you have any questions feel free to contact Neil Binder at 970-841-9097 or nbinder@moffatcounty.net.

Thank you for doing business with Moffat County.

Sincerely,

Tony Bohrer
Board of County Commissioners Chair



November 28th, 2023

BD & R Cleaning, LLC
Robert Fears
220 Mack Lane
Craig, CO 81625

Re: Notice to terminate custodial services for Moffat County Public Safety Center

Dear Robert Fears:

You are hereby notified that Moffat County wishes to terminate the provision of custodial services by Aftermath Cleaning at the Moffat County Public Safety Center.

The BOCC is providing you with 30 days advance notice of its decision and shall pay for custodial services at the Public Safety Center through December 31, 2023, which shall be the date of termination.

If you have any questions feel free to contact Neil Binder at 970-841-9097 or nbinder@moffatcounty.net.

Thank you for doing business with Moffat County.

Sincerely,

Tony Bohrer
Board of County Commissioners Chair

Craig Youth Hockey Association has applied for a Special Events Liquor License. They will be operating a Beer Garden for the 'Tis the Season Hockey Tournament. This will be held at the Loudy-Simpson Park Ice Arena and will take place on the following dates.

Friday December 15, 2023 5:00 p.m.- 9:00 p.m.

Saturday December 16, 2023 10:00 a.m.-9:00 p.m.

Sunday December 17, 2023 10:00 a.m.-8:00 p.m.

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

Application for a Special Events Permit

Departmental Use Only

☐ State Only Permit/State Property

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

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input checked="" type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

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

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate Craig Youth Hockey Assoc. State Sales Tax Number (Required)

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
Po Box 670
Craig CO 81626

3. Address of Place to Have Special Event (include street, city/town and ZIP)
Moffat County Ice Arena
1009 S. Ranner St
Craig CO 81625

4. Authorized Representative of Qualifying Organization or Political Candidate

Jessica Binder

Date of Birth

Phone Number

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

Same as above

5. Event Manager

Jessica Binder

Date of Birth

Phone Number

Same

Event Manager Home Address (Street, City, State, ZIP)

Email Address of Event Manager

bulldoghockeypres@gmail.com

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

☒ No ☐ Yes How many days? _____

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

☒ No ☐ Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date <u>12/15/23</u> Hours From <u>5 p.m.</u> To <u>9 p.m.</u>	Date <u>12/16/23</u> Hours From <u>10 a.m.</u> To <u>9 p.m.</u>	Date <u>12/17/23</u> Hours From <u>10 a.m.</u> To <u>8 p.m.</u>	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature

Jessica Binder

Title

President

Date

11-7-23

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

☐ City

☒ County

Telephone Number of City/County Clerk

970-824-9123

Signature

Stacy Morgan

Title

Clerk & Recorder

Date

11-14-23

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number

Liability Date

State

Total

-750 (999)

\$

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

CRAIG YOUTH HOCKEY ASSOCIATION

is a

Nonprofit Corporation

formed or registered on 04/24/1998 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/06/2023 that have been posted, and by documents delivered to this office electronically through 11/07/2023 @ 14:26:20 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/07/2023 @ 14:26:20 in accordance with applicable law. This certificate is assigned Confirmation Number



Jena Griswold

Secretary of State of the State of Colorado

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

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

MOFFAT COUNTY SPECIAL EVENTS PERMIT

FERMENTED MALT BEVERAGE
VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

CRAIG YOUTH HOCKEY ASSOCIATION
LOUDY-SIMPSON PARK
ICE ARENA
1009 S RANNEY ST
CRAIG, CO 81625

DATE: December 15, 2023	Time: 5:00 p.m. to 9:00 p.m.
December 16, 2023	Time: 10:00 a.m. to 9:00 p.m.
December 17, 2023	Time: 10:00 a.m. to 8:00 p.m.

FEE: \$100.00
SPECIAL EVENTS LICENSE
#2023-01, #2023-02, #2023-03

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of TITLE 44, ARTICLE 5, C.R.S. This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location. In testimony whereof, I have hereunto set my hand and seal on the 28th day of November, 2023.

Signed: _____

Chair/BOCC

County Clerk



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

No. # E- 23-03
Fee: \$200.00
Date Paid _____

APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS

Owner: Megan and Jenna Cook Phone #: 970-822-3055 970-629-5112
Email address: jenmcook1079@gmail.com
Address: PO Box 142 Craig CO 81626
Buyer: _____ Phone #: _____
Address: _____
Agent, (if any): _____ Phone #: _____
Address: _____

Acreage: 48.12 ac R002972 Vacant Land, CO
Existing parcel _____ + _____ Zone: AG Proposed parcel(s): 2
13A exemption. Antelope Meadows LOT:8 50.03A M/L
Legal Description (existing parcel) – Section 12 Township 7N Range 91W

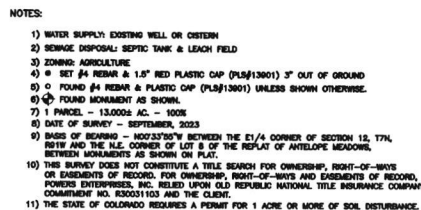
Driving Directions: North on HWY 13 Turn Left at County Rd 103 follow to 4 way stop turn
Left at 4 way stop onto County Rd 22. Follow to Johnson Trail, Property
is on the south side of Johnson Trail. 1st Lot after turn off on the left.

Proposed Use: Lot Sale

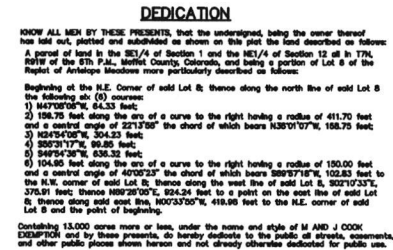
Provide the following attachments:

- Mylar Exemption Plat drawn by a licensed surveyor showing the legal description and acreage of the total property, the exempted parcel, the remaining parcel, and show existing and proposed right-of-ways, easements and buildings.
- Copy of the deed, verifying proof of ownership.
- Names and mailing addresses of adjacent property owners, together with a map showing location of subject property and the property owned by the adjacent owners.
- On plat, dedicate right-of-way for county road, if applicable.

SECTION 1 & 12 T7N, R91W of the 6th P.M., MOFFAT COUNTY, COLORADO



NOTE: According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.



COUNTY COMMISSIONER'S APPROVAL

THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED
AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS
THIS _____ DAY OF _____, 202__.

BY: _____
CHAIRMAN

ATTEST: _____
COUNTY CLERK

PLANNING COMMISSION APPROVAL

APPROVED BY THE MOFATT COUNTY PLANNING COMMISSION THIS
_____ DAY OF _____, 202__.

CHAIRMAN

POWERS ENTERPRISES, INC.
1790 W. VICTORY WAY
CRAIG, CO. 81625



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

File # S-23-02
Sketch/Prelim: \$300
Date Paid _____
Final: \$250
Date Paid _____

MINOR SUBDIVISION APPLICATION

Application Date: 8/24/23 Subdivision Name: Antelope Meadows
Section 12 Township 7N Range 9W General Description of Location: _____
Twin Peaks jenmcook1079@gmail.com
Total Acreage: 35 Proposed Number of Lots: 4 Zoning: _____
Owner(s) Name: Megan and Jenna Cook Phone #: 970-822-3055 970-629-5112
Email Address: jenmcook1079@gmail.com
Address: PO box 142 Craig CO, 81626
Subdivider(s) Name: Megan and Jenna Cook Phone #: 970-822-3055 970-629-5112
Email Address: jenmcook1079@gmail.com
Address: PO box 142 Craig CO, 81626
Registered Surveyor: Llyod Powers Phone #: 970-629-1156
Address: _____

Estimated Water Requirement: 350 gallons/day Proposed Water Source(s): Well
Estimated Sewage Disposal Requirement: 50 gallons/day
Proposed Means of Sewage Disposal: Septic tank/Leach Field

Type of Subdivision:	Dwelling Units	Area (Acres)	% of Total Acres
(X) Single	Single family	8.75	25%
() Commercial	_____	_____	_____
() Mobile Homes	_____	_____	_____
() Other	_____	_____	_____
	Street	_____	_____
	Walkways	_____	_____
	Other	_____	_____
	Total	_____	_____

Submitting Application

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

Megan Geck

Jenna Geck

Signature of Owner or Applicant

Pursuant to CRS 30-28-110(4) any subdivision or agent of a subdivider who transfers or sells or agrees to sell or offers any subdivided land before a final Plat for such subdivided land has been approved by the BOCC & recorded or filed in the office of the County Clerk and Recorder shall be guilty of a misdemeanor.

ACTION

Sketch/Preliminary Plat 10/3/2023

Planning Department Recommendation: Approved () Disapproved ()

Comments:

Board tabled due to questions on well permitting. Answers were obtained however, 3 board member resigned. NO board recommendation available.

Chairman, Planning Commission

Date

Board of County Commissioners: 11/28/2023
Approved () Disapproved ()

Comments:

Chairman, County Commissioners

Date

Final Plat

Planning Department Recommendation: Approved () Disapproved ()

Comments:

Chairman, Planning Commission

Date

Board of County Commissioners: Approved () Disapproved ()

Comments:

Adjacent Property Owners:

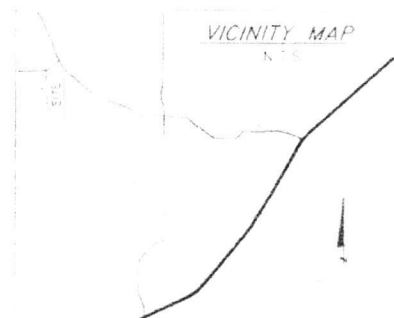
Shawn R. O'haver 2664 Jamaica Ave. S Lake Havasu AZ, 86406

Lance M Hammond - 200 Johnson TRL Craig CO 81625

Dean R Carey - 2254 CR 22 Craig CO, 81625

Denette Iris Doolin - PO BOX 1435 Craig CO, 81626

Nottingham Land and Livestock - PO Box 969 Craig CO, 81626

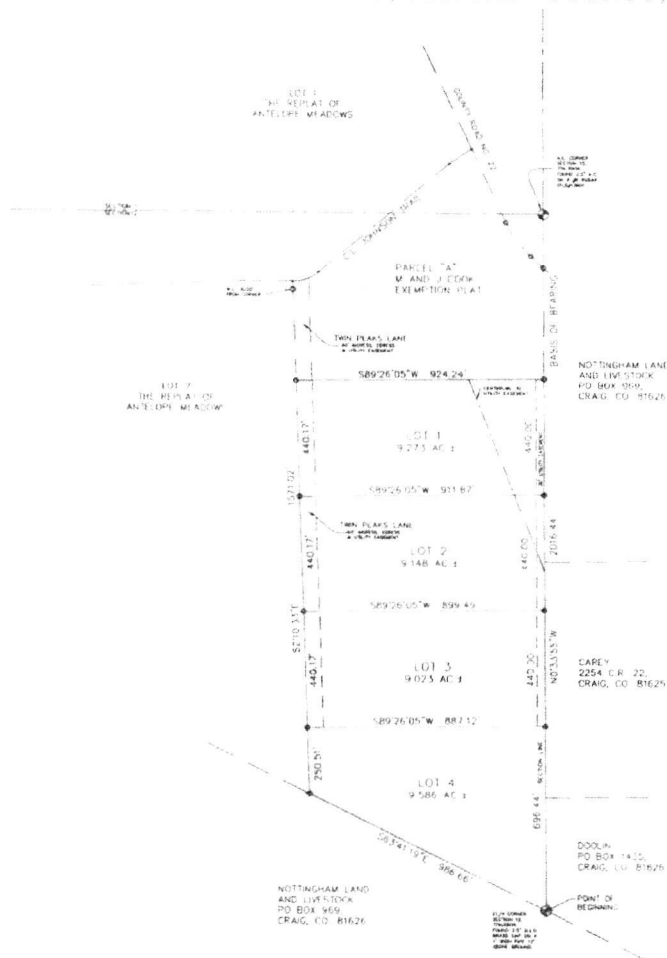
[illegible]

I, Lloyd M. Powers being duly registered Professional Land Surveyor do hereby certify that the survey was made by me or under my direct supervision and is based upon my professional knowledge, information and belief and conforms with the applicable standards of practice in the State of Colorado. This certificate does not constitute a warranty or warranty, either expressed or implied.

Lloyd M. Powers, P.E.
Colorado Reg. No. 13003

NOTE: According to the above, if you want someone
 to apply some power upon you (either a big energy which would
 stop the law of attraction and cause, in a word, stop any action based
 upon any matter in this world, or a sublimated force that for some time
 the state of the world would remain stable.

affili. The term "family" or "household" as John Herlihy is quoted to be an anthropological or premodern notion by the Europeans, failed upon the east European intellectual soil since for them it does not constitute a paradigm for modern, organized, or unified.



KNOW ALL MEN BY THESE PRESENTS, that the undersigned being the owner thereof has laid out, plotted and subdivided as shown on this plat the land described as follows:

A portion of land in the NE¹/₄ of Section 12 of T7N, R9W of the 6th-1st-Mdly County, Georgia, said being a portion of Lot B of the Region of Atlanta described more particularly described as follows:

Beginning at the S.W. Corner of said Section 12, said point is also the S.E. Corner of said Lot 8, thence along the east line of said Lot 8, N00°32'56"W, 2018.44 feet; S89°26'05"W, 924.24 feet to the west line of said Lot 8, thence along the west line of said Lot 8, S02°02'33"E, 1571.02 feet to the S.W. corner of said Lot 8, thence along the south line of said Lot 8, S63°41'19"E, 486.66 feet to the S.E. corner of said Lot 8 and the point of beginning.

containing 37,030 slides more or less, under the name and style of TANK PEARL, W406, SUBDIVISION and by these presents, do hereby dedicate to the public all slides, exposures and other public places shown herein and not already otherwise dedicated for public use.

AFRICAN FOOD
74 OLD STATE ROAD
ORLANDO, FL 32806

JENNIFER
74 (RD) STATE ROAD
CHATELAIN, CO. 81625

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____) ss.
I, the undersigned, being a duly qualified and acting Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2012, by Megan Cook and Jenna Cook.

Witness my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____

COMMITTEE'S APPROVAL: _____

THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED
AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS
THIS _____ DAY OF _____, 202__

CHAIRMAN

ATTEST

COUNTY CLERK

PLANNING COMMISSION APPROVAL:

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS
DAY OF _____ 202__

CHAIRMAN

CLARK & REGIMEN'S CERTIFICATE

State of Colorado }
County of Moffat }

I hereby certify that the original of this instrument was filed for record
in my office of _____ Clerk _____ M. on the _____ day of _____ A.D. 2002.

Reception No. _____

Shelby County Clerk & Recorder

POWERS ENTERPRISES, INC.
1700 W VICTORY WAY
CRAG, CO 81625

MOFFAT COUNTY PLANNING COMMISSION

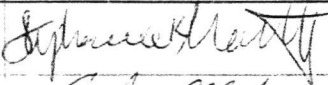
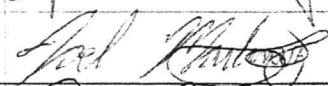
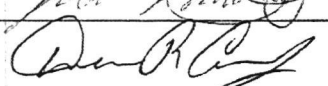
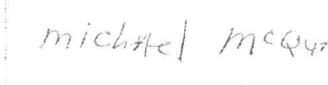
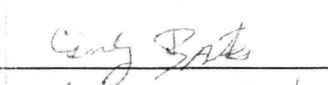
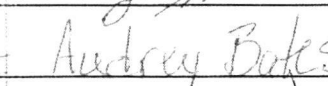
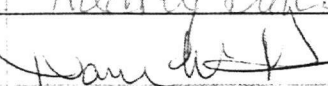
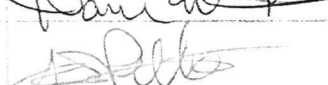
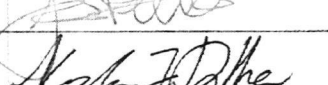
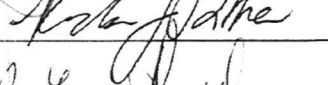
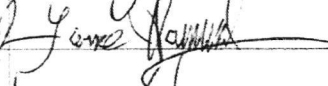
DATE: 10/3/2023

[illegible]

Petition to object the

Cood's Minor Subdivision Township 7N Range 91W Section 12

Petition summary and background	Please see attached letter
Action petitioned for	

Printed Name	Signature	Address
Stephanie Martinez		425 Johnson Trl Craig, Co. 81625
Joel Martinez		425 Johnson Trl. Craig, Co. 81625
DEAN R CAREY		2254 CR 22 CRAIG, CO. 81625
Michael McQuay		380 Johnson Trl Craig CO 81625
CINDY BATES		380 Johnson Trl CRAIG CO 81625
Audrey Bates		380 Johnson Trl. Craig CO 81625
Dawn Pitha		250 Johnson Trail Craig, CO 81625
John Pitha		250 Johnson Trl CRAIG, CO 81625
Karla Pitha		250 Johnson Trl Craig, CO 81625
Lance Hammond		700 Johnson Trl, Craig, CO 81625
Mary Hammond		700 Johnson Trl Craig CO 81625

Petition to Obtain the

Cook Minor Subdivision Township 7N Range 91W Section 12

Petition summary and background	Please See attached Letter
Action petitioned for	

Printed Name	Signature	Address
Denette Doolin	Denette Doolin	2055 MCR 211
Iris Doolin	Iris Doolin	2055 MCR 211
Boyd Waitman	Boyd Waitman	420 Johnson Trg 1

As a property owner adjacent to the proposed Cook Minor Subdivision, I have objections to this proposed rezoning. The proposed additional housing will have a negative impact of increased traffic on the Johnson Trail road that is maintained by the existing residence including blading and snow plowing. Increased traffic will impact every existing residence on Johnson Trail. The proposed subdivision access uses the steepest part of Johnson Trail which is historically the hardest section to maintain. Increased traffic will add additional burden to the existing residence to maintain the road.

Additional housing has a very real possibility of impacting the water table in the area with new water wells being drilled. This impact will only be felt after the wells are drilled and the water table drops to a level where it cannot sustain the additional draw, at which point it will force everyone to haul water.

The property of the proposed subdivision is a major big game migration route especially for the local antelope herd. The antelope tend to use it to travel from the south to the north of county road 22, the north side being a birthing area in the spring and the southern side more of a later summer and wintering area. The local mule deer also use the same route and tend to birth north of 22 as well, and cross to the southern side towards Nottingham property. In the winter, elk are seen using the same route as well.

In conclusion, I strongly urge you to reconsider this proposal and take into account the concerns of the residence and the surroundings that will be negatively affected by this rezoning. Thank you for your consideration on this matter.

Sincerely,

Lance and Mary Hammond

SUBDIVISION NOTIFICATION FORM

By execution of this form, I acknowledge that I have been notified of the
Cook Minor Subdivision located in Township 7N Range 91W Section 12.

I have reviewed a copy of the sketch/preliminary plat and

_____ I have no objections to this subdivision.

Or

☒ My objections are listed below

Do not want the impact on the land.
Do not want a 'min.' Subdivision.
Needs to stay 40 acre parcel
My Property will be divided into 4 10 acre parcels

Name of authorized person Denette Doolin

Name of Agency _____

Address 2055 MCB 211 Craig Co 81625

Signature Denette Doolin

Send direct questions and comments to:

Moffat County Planning Department
1198 West Victory Way, Suite 107
Craig, CO 81625
Office-970-824-9148
cmiller@moffatcounty.net

Recording requested by and
after recorded return to:

Rod Atherton
Aegis Law, LLC
6870 W. 52nd Ave., Ste. 203
Arvada, CO 80002

State Documentary Fee
Date
\$ 4.00

PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

THIS DEED is made by **Tracie Weeks**, as Personal Representative of The Estate of Lucius Henry Weeks A/K/A Lucius H. Weeks, Deceased, Grantor, to **Megan Cook and Jenna Cook**, Grantee, as joint tenants with rights of survivorship, whose legal address is [insert address].

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated September 19, 2006 and a second holographic Will not bearing a date, which Wills have been submitted to the Clerk of the Court in and for the County of Jefferson Probate Court, State of Colorado, Probate No. 2022 PR 31501.

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on December 28, 2022 and is qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, for and in consideration of the sum of \$40,000, the receipt and sufficiency of which is hereby acknowledged Grantor does hereby transfer and set over unto said Grantee the following described real property situate in the County of Moffat, State of Colorado:

LOT 8, THE REPLAT OF ANTELOPE MEADOWS, COUNTY OF MOFFAT, STATE OF COLORADO

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the state, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, her heirs and assigns forever.

As used herein, the singular includes the plural and the plural the singular.

The Estate of Lucius Henry Weeks
A/K/A Lucius H. Weeks, Deceased

Executed 08/09/2023

By: Tracie Weeks, Personal Representative

Florida
STATE OF ~~COLORADO~~)
COUNTY OF ~~JEFFERSON~~)
Broward

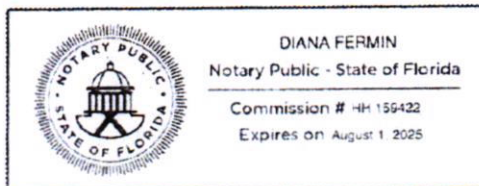
The foregoing instrument was acknowledged before me on 08/09/2023 by Tracie Weeks as Personal Representative of the Estate of Lucius H. Weeks, Deceased.

My Commission Expires: 08/01/2025

Witness my hand and official seal.



30031103



Diana Fermin
Notary Public Diana Fermin

Notarized online using audio-video communication
Type of Identification: Colorado Driver License



COLORADO

Department of Labor and Employment

November 9, 2023

CTGG1 KADA 2024*2772 (8741)

Moffat County
1198 W Victory Way, Ste 109
Craig, CO 81625

Dear Moffat County:

We are pleased to inform you that the Colorado Department of Labor and Employment, on behalf of the Office of Just Transitions, has approved your application for funding pursuant to the HB21-1290 ("Program") in the amount of: \$150,000.00. This letter authorizes you to proceed with the Moffat County Pumped Hydro Study Grant ("Project") in accordance with the terms of this Grant Award Letter.

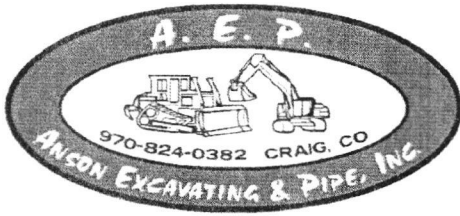
Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact: Kirstie McPherson, kirstie.mcpherson@state.co.us.

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Labor and Employment on behalf of Office of Just Transitions	Grant Amount State Fiscal Year 2024 \$150,000.00
Grantee Moffat County Grantee UEI JK39NCN9VSD6	Extension Terms State Fiscal Year 2025 \$0.00 Total for all State Fiscal Years: \$150,000.00
Grant Issuance Date The later of the effective date of this grant or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date July 31, 2024	
Grant Authority Authority to enter into this Agreement exists in C.R.S. § 8-83-504 and C.R.S. § 24-46-105 et seq. Funds have been made available pursuant to House Bill 21-1290.	
Grant Purpose The purpose of this agreement is to grant funding to Moffat County for an assessment of the economic impact of the proposed closed-loop Craig-Hayden Pumped Storage Hydropower Project including Moffat County's current economic status and projections.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 3. Exhibit C, PII Certification <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Grant. 2. Exhibit A, Statement of Work. 3. Exhibit C, PII Certification 4. Exhibit B, Budget. 	

Bid Tab



PO Box 777 Craig, CO 81626 (970) 824-0382 Fax (970) 629-8536

November 22, 2023

Mr Neil Binder
Director, D.S.
Moffat County
1198 W. Victory Way
Craig, CO 81625

Mr. Binder,

We are pleased to offer a bid for RFP 202316, Prep and Pour Concrete Sidewalk at Loudy Simpson Park.

Please note that our submitted bid form item 1 has two values in the unit and price fields. There is a corresponding dual value in the Total Bid.

We ask that you and the BOCC accept this informality in our bid for the reason following.

We have a contract with the City of Craig replacing sidewalks on Yampa Ave. This project is on hold until May 2024, and must be completed by June 30, 2024. If we were to be awarded your project, this would create a conflict with the end date of June 1, 2024 that is specified for RFP 202316.

We propose the higher bid amount as the base bid on our submitted price schedule **only if the 6/1/24 end date is important**, because we would perform this work in December 2023 – April 2024. Cold weather protections for the work would be required in this time.

If however you would consider extending the end date to August 1, 2024, then the lower bid amount is our proposed bid.

Thank you for your consideration.

Respectfully,

Peter Miles
Estimator, AEP, Inc.



Bid Schedule

received
11/22/23

11/22/23
E. Smith

RFP	202316	Description	Loudy Walkpath
Issue Date	10/27/2023	Prebid Meeting	11/8/2023
Questions Due	11/20/2023	Submission Date	11/22/2023
Award Date	11/28/2023	Contract time Line	11/28/2023 to 6/01/2024
		Quantity	Unit Price
Prep and pour concrete mix 1200 Linear feet 5 feet wide 4 inches thick			\$1000.00
		75 cubic yards	\$ 850.00
Prep 3/4 inch road base compacted 6 inches thick		350 tons	\$ 75.00
Pump Truck(Optional)		Lump Sum	\$ 6,000.00
Excavation		Lump sum	\$ 24,000.00
		6/1/24 end date	\$131,250.00
Total Bid		8/1/24 end date	\$120,000.00

Please see cover letter

Contractor: Anson Excavating & Pipe, Inc.



Bid Schedule

received
11/22/23

RFP	202316	Description	Loudy Walkpath	
Issue Date	10/27/2023	Prebid Meeting	11/8/2023	
Questions Due	11/20/2023	Submission Date	11/22/2023	
Award Date	11/28/2023	Contract time Line	11/28/2023 to 6/01/2024	
		Quantity	Unit	Price
Prep and pour concrete mix 1200 Linear feet 5 feet wide 4 inches thick		75 cubic yards	790.-	59,250.-
Prep 3/4 inch road base compacted 6 inches thick		350 tons	73.57	25,749. ⁵⁰
Pump Truck(Optional)		Lump Sum	2650 -	2650.-
Excavation		Lump sum	15,600. ⁷²	15,600. ⁷²
		Total Bid		103,250. ²²

Contractor: DURAN + PEARCE CONTRACTORS, Inc