

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, September 26, 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) September 12 (pgs 3-8); September 18 (pg 9) – Special meeting

Resolutions:

- b) 2023-98 (pg 10) & 100 (pg 11): Payroll
- c) 2023-101: P-Cards (pg 12)
- d) 2023-102: Payment of Warrants (pg 13)

Contracts & Reports:

- e) Landfill Audit letter (pg 14)
- f) 1st Amendment to YVEA Solar Bill Credit agreement (pgs 15-19)
- g) Library Carpet Replacement contract w/TLC (pgs 20-27)
- h) Colorado Youth Detention Continuum/14th Judicial District Sub-Grantee agreement (pgs 28-34)
- i) Memo of Understanding between Department of Human Services & Love, INC (pg 35)
- j) Release of All Claims for Charchalis Gravel Pit (pg 36)
- k) Professional Airport Engineering Services Agreement w/City of Craig & Armstrong Consulting (pgs 37-45)
- l) Public Building Allocation (pg 46)

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

Board of County Commissioners

- 1) - Appoint Marshelle Gray to open seat on Local Marketing District Board (pg 47)
- Appoint Kymm Gressett to Government Alternate seat on Land Use Board (pg 48)



10:04 AM 9/25/2023

9:00 am

Public Hearing

- 2) County Clerk's Office/Elections – Stacy Morgan & Sarah Colding
 - Hearing on revised Commissioner District boundaries (Resolution 2023- 92) (pgs 49-51)

Staff Reports:

- 3) Natural Resources Department - Jeff Comstock & Distributed Clean Energy Development - Thomas Sweeney
 - Letter of Support:
GAIN Application Funding for Small Modular Reactor Feasibility Study (pg 52)
- 4) Office of Development Services – Roy Tipton
 - Courthouse east boundary fence (pg 53)
- 5) Human Resources Department – Rachel Bower
 - Present employment offer(s) for:
 - Facility Maintenance Director
 - Director of Development Services

Adjournment

The next scheduled BOCC meeting will be Tuesday, October 10, 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/my8VFx-0oEE>

OR

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



10:04 AM9/25/2023

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

September 12, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Candace Miller; Tom Kleinschnitz; Jeff Comstock; Rebecca Tyree; Paul Everitt; Ann Dodd; Arloa Gerber; Kymm Gresset; Stacy Morgan; Sarah Colding; Ashley Dishman; Cathy Nielson; KC Hume; Allison Adair; Dan Haskins; Tracy Winder; Mario Lewis; Heather Brumblow; Wendy Buckley; Janet Willshire; Sandra Kuhn; Mindy Newell; Paul Backes (ZOOM)

**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 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) August 22

Resolutions:

- b) 2023-93: Payroll
- c) 2023-94: Special Payroll
- d) 2023-95: Amend Resolution 2022-141 – Observed Holidays for 2023
- e) 2023-96: Payment of Warrants
- f) 2023-97: Voided Warrants for the month of September

Contracts & Reports:

- g) Final payment letter for Road Paving
- h) Striping contract w/Stripe-a-Lot
- i) Department of Human Services Core Services Program – Mental Health Services contract
w/:
 - Baker Neuropsychology and Learning Center
 - Liz Smith Counseling
- j) Department of Human Services Core Services Program – Substance Abuse Treatment Services contract
w/Reflect, Resolve, Recover, LLC
- k) Treasurer's Report
- l) Electronic Recording Technology grant award letter
- m) RTU Replacement contract w/Masterworks
- n) Propane gas agreement
- o) Department of Public Health Memo of Understanding w/Colorado Department of Public Health & Environment for Vaccine Storage

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

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

Public Comment/General Discussion:

Tracy Winder stated that she was confused about the junk ordinance and asked for some clarification.

Paul Everitt asked if it would be possible to put an item on the upcoming agenda to defund CNCC due to mismanagement of the Craig campus. He feels Colorado Mountain College could better handle the school.

Kymm Gresset, the new Field Director for the BLM Little Snake Field Office introduced herself to the Board.

Ann Dodd & Arloa Gerber, with the Augusta Wallihan Chapter of the Daughters of the American Revolution, presented and read a proclamation (see attached) for the 236th Anniversary for the signing of the Constitution. Constitution week is September 17-23 every year.

Broom made a motion to proclaim September 17-23 Constitution Week in Moffat County. Villard seconded the motion. Motion carried 3-0.

Natural Resources Department – Jeff Comstock (see attached)

- Memo(s) of Understanding w/:

- The Juniper Water Conservancy District
- The Great Northern Water Conservancy District

Comstock presented Memo(s) of Understanding from the two regional water conservancy districts in our area, that state they support our Water Augmentation Plan in their jurisdiction.

Villard moved to approve the Memo(s) of Understanding with the Juniper Water Conservancy District and the Great Northern Water Conservancy District, as presented today. Broom seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:

Planning & Zoning – Candace Miller (see attached)

Bohrer read the read the Public Hearing protocol and declared the Public Hearing open

- Resolution 2023-99: Adopt 2018 International Property Maintenance Code

County Attorney, Rebecca Tyree, came up to the table with Miller and explained that even though the original resolution, 2023-82, was approved at the last BCC meeting, it was done without a public hearing. That resolution needs to be rescinded and a new amended resolution, 2023-99, will need to be passed today. Miller reminded everyone that this is just an updated version of the 2000 version of the IPMC, that Moffat County has been using since 2013. She read and explained the amendments that are attached to the 2018 version, and emphasized that this is not an ordinance, it is only used in extreme cases; the majority of the IPMC refers mostly to building codes.

Miller also pointed out that because we share the building inspector with the City of Craig, and he already follows the 2018 IPMC, it helps us to be on the same page.

Bohrer called for public comment either for or against adopting the 2018 International Property Maintenance Code.

Dan Haskins questioned why it's called the "International" Property Maintenance Code? He totally opposes it, feels it's too "nit-picky" for people that live outside the city limits and is unconstitutional.

Allison Adair testified that she is against any past or present property maintenance rules; she feels this is unconstitutional and does not consent to any outside control over her property.

Back in regular session, Bohrer emphasized that the majority of the IPMC is building codes; there has to be some kind of outline to follow. Commissioner Villard stated that she has had several people approach her to say that they appreciate the opportunity to have some kind of assistance when the actions of others encroach on their property.

Broom moved to rescind **Resolution 2023-82**. Villard seconded the motion. Motion carried 3-0. Bohrer apologized that we jumped the gun on this last time. Dan Haskins asked if the public's objections to this are noted? The answer was "yes" that the meetings are recorded.

Bohrer asked Miller what was the consensus of the Planning & Zoning Board regarding adoption of the 2018 IPMC? She stated that there had been some updating to some definitions that they had been opposed to, so those were removed. All but one board member had voted against passing the adoption.

Broom moved to approve **Resolution 2023-99** Adopting the 2018 International Property Maintenance Code. Villard seconded the motion. Motion carried 3-0.

Coyote FED Temporary Use Permit – T-23-02

Back in Public Hearing, Miller clarified that the applicant for this TUP is Anschutz Exploration Corporation.

Location: T3N, R97W, NWNW- Section 14

The applicant requests use of Oil & Gas well pad to temporarily house drilling and completion field personnel in the development of 6 wells. Applicant anticipates up to 4 living trailers and 2 office trailers will be situated on the pad. 3 potable water tanks and 3 sewer tanks will also be onsite. They will have staff onsite September 1, 2023 to January 27, 2024 and then July 1, 2024 to November 30, 2024. Once they are done, all structures will be gone. The Planning & Zoning Board unanimously approved this Temporary Use Permit application.

This agenda item was advertised in the Craig Press on August 25, 2023

There was no testimony either for or against.

Back in regular session, Villard moved to approve the Coyote FED Temporary Use Permit – T-23-02 as presented. Broom seconded the motion. Motion carried 3-0.

Staff Reports:

Planning & Zoning – Candace Miller

- Lewis Variance Request

Mario Lewis, the property owner joined Miller in the presentation. Miller explained that Mr. Lewis had reached out to her about relocating an older mobile home. Section 511 of the Moffat County Zoning Code regulates the use of mobile homes older than 1977, and one of the requirements is that the owner must come before the Board of County Commissioners for determination. As part of personal economic downsizing, Lewis and his wife want to rehab this trailer that they got for free, to live in and rent their house out. He and his wife run a business that grows/sells specialty mushrooms. Lewis has been working closely with Building Inspector, Marlin Eckhoff, on any upgrades that the trailer might need. A copy of a letter that Eckhoff had sent to Lewis with a list of required repairs and/or upgrades was shared with the BCC.

Villard moved to approve the **Lewis Variance Request** on the condition that all items on the Building Inspector's list be completed. Broom seconded the motion. Motion carried 3-0.

Office of Development Services – Candace Miller

- Library carpet replacement bid recommendation (see attached)

The Moffat County Library went out for bid on July 11 on a long-overdue carpet replacement project. Three bids were received:

Office Outfitters	\$33,565.99
TLC	\$35,963.57/\$41,963.57
SGLC	\$37,461.00

The BCC asked why there are two prices from TLC? Miller explained they had a couple of variables built into the bid process concerning the moving of the books, shelves, etc. or just going up to the edges of the shelves. Miller stated that she had tried to contact TLC prior to the meeting for some pricing clarification, but had been unable to get in touch with them. The BCC commented that the local bidder was preferable in the long run, due to warranties, follow-up work, etc.

Villard moved to approve awarding the **Library carpet replacement** contract to TLC for \$35,963.57. Broom seconded the motion. Motion carried 3-0.

Office of Development Services – Roy Tipton (see attached)

- Old Courthouse demolition bid recommendation & contract award

Tipton reviewed the bid process and compared the bid prices. Due to environmental studies, mitigation, etc. this project will have to be done in phases, and will have a large change order attached after the first phase. Phase two will be a not to exceed amount. The funding for this project will be from the Congressionally Directed Spending award we got.

Three bids were received:

SGLC	\$493,492.00
FCI	\$2,627,964.00
X-Field Services	\$2,998,775.00

Tipton recommended awarding the bid to SGLC for \$493,492.00.

Villard moved to award the old Courthouse demolition project bid to SGL Consulting in the amount of \$493,492.00. Broom seconded the motion. Motion carried 3-0.

Villard moved to approve the old Courthouse demolition contract with SGL Consulting for \$493,492.00. Broom seconded the motion. Motion carried 3-0.

BHI change order #8

There are three items on this change order:

NVR Recording equipment changes	\$61,798.26
French Drain at ADA Parking	\$2,444.20
Unsuitable Grade Replacement	<u>\$45,365.58</u>
Total	<u>\$109,599.04</u>

We are so close to being completely done with the new Courthouse project and are just trying to get the last few things completed. There is probably still about \$10,000.00 in remaining change orders, but we are still within budget.

Villard moved to approve BHI Change Order #8 for \$109,599.04. Broom seconded the motion. Motion carried 3-0.

Clerk & Records Office – Stacy Morgan & Elections Office – Sarah Colding (see attached)

- Election Materials print vendor bid recommendation revision
- Ballot Print and Mail Services agreement w/Fort Orange Press

Morgan stated that they had originally recommended at the July 25th BCC meeting to go with K&H for the Election Materials printing vendor. However, since then, K&H has proved to be difficult to work with and have asked for information that we could not provide to them at this time. Fort Orange Press was one of the other vendors on the Bid Tabulation Sheet; their cost is \$20,250.00 (actually a little less than K&H) and has agreed to this pricing through December 2024.

Broom moved to rescind the prior bid recommendation for K&H Election Services and accept the bid recommendation for Fort Orange Press for \$20,250.00. Villard seconded the motion. Motion carried 3-0.

Villard moved to approve the ballot print and mail services agreement with Fort Orange Press for \$20,250.00. Broom seconded the motion. Motion carried 3-0.

Presentation:

McMahon & Associates – Paul Backes (ZOOM)

- Present 2022 Audited Financials (see attached)

Paul Backes, CPA, with McMahan and Associates, presented the 2022 official Independent Auditor's Report to the Board of County Commissioners.

Meeting adjourned at 10:11 am

The next scheduled BOCC meeting is Tuesday, September 26, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

September 18, 2023 – Special Meeting

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Rebecca Tyree

Call to Order

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

Office of Development Services – Roy Tipton

- Inspection resolution for 595 Breeze Street (see attached)

John Raftopoulos had Wilson Roofing inspect the roof at the old Department of Human Services building prior to his purchase of the building. It was installed in 2004 and needs to be replaced; the estimated cost was \$118,000. Tipton recommended reducing the sale price of the building by \$118,000, from \$350,000 to \$332,000. The BCC asked if this was a competitive price? Tipton answered that it was; they just had roofing estimates done for Sunset Meadows and the estimates were in line.

Broom moved to amend the sale price of the County-owned building at 595 Breeze Street by \$118,000 so that the buyer can replace the roof. The amended sale price shall be \$332,000. Villard seconded the motion. Motion carried 3-0.

- Review & approve consulting agreement w/SPL7 (see attached)

Tipton has recently resigned his position as Director of Development Services to move out of state, and in order to finish up existing projects, has been asked to provide consulting services. This agreement with his recently formed LLC, will include Project Management, Administration, Grant Writing and Administration, Policy Development and Procurement Strategies. This contract will be funded by ARPA monies through 2024. Tipton will also train and advise whoever is hired to be the new Director.

Villard moved to waive the bid process for consulting services and approve the consulting agreement with SPL7, LLC, not exceed \$150,000 (annually) as presented. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:08 am

The next scheduled BOCC meeting is Tuesday, September 26, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

RESOLUTION 2023-98
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 09/02/2023

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 09/15/23 Payroll

FROM FUND:

General	0010.7000	\$255,760.30	cr
Road & Bridge	0020.7000	\$172,386.55	cr
Landfill	0070.7000	\$16,316.81	cr
Airport	0120.7000	\$740.80	cr
Library	0130.7001	\$11,205.78	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$8,049.55	cr
Mo Co Tourism	0320.7000	\$3,505.65	cr
PSC Jail	0072.7000	\$71,565.12	cr
Human Services	0030.7100	\$75,488.74	cr
Public Health	0065.7000	\$14,007.69	cr
SM I	0168.7000	\$3,998.61	cr
SM II	0169.7000	\$4,684.00	cr

TO FUND:

Warrant	0100.1000	\$637,709.60	dr
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Adopted this 26th day of September. 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 2023-100
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 09/16/2023

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 09/29/23 Payroll

FROM FUND:

General	0010.7000	\$190,483.06	cr
Road & Bridge	0020.7000	\$128,068.47	cr
Landfill	0070.7000	\$11,455.95	cr
Airport	0120.7000	\$483.42	cr
Library	0130.7001	\$9,682.38	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$5,050.52	cr
Mo Co Tourism	0320.7000	\$2,360.42	cr
PSC Jail	0072.7000	\$55,667.91	cr
Human Services	0030.7100	\$55,539.60	cr
Public Health	0065.7000	\$10,814.28	cr
SM I	0168.7000	\$2,671.72	cr
SM II	0169.7000	\$3,081.35	cr

TO FUND:

Warrant	0100.1000	\$475,359.08	dr
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Adopted this 26th day of September, 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 2023-101
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF SEPTEMBER 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:	9/26/2023		
General	110	<u>\$20,562.28</u>	CR	0010.7000
Road & Bridge	200	<u>\$1,056.67</u>	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260	<u>\$62.12</u>	CR	0120.7000
Emergency 911	270	<u>\$3,008.88</u>	CR	0350.7000
Capital Projects	510	<u>\$1,762.80</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$265.21</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$998.73</u>	CR	0280.7000
Health & Welfare	720	<u>\$4.00</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,269.90</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$465.89</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$1,656.34</u>	CR	0320.7000
PSC - JAIL	210	<u>\$2,429.63</u>	CR	0072.7000
Human Sevices	220	<u>\$3,227.36</u>	CR	0030.7100
Public Health	250	<u>\$7,643.32</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$1,711.01</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$1,655.66</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$532.92</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$48,312.72</u>	DR	

Adopted this 26th day of September, 2023

Chairman

RESOLUTION 2023-102
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF SEPTEMBER 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:	9/26/2023		
General	110	<u>\$1,386,100.05</u>	CR	0010.7000
Road & Bridge	200	<u>\$195,593.94</u>	CR	0020.7000
Landfill	240	<u>\$214.30</u>	CR	0070.7000
Airport	260	<u>\$3,411.62</u>	CR	0120.7000
Emergency 911	270	<u>\$74.40</u>	CR	0350.7000
Capital Projects	510	<u>\$1,088,784.46</u>	CR	0160.7000
Conservation Trust	211	<u>\$769.92</u>	CR	0060.7000
Library	212	<u>\$2,882.41</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$692.31</u>	CR	0280.7000
Health & Welfare	720	<u>\$187,459.04</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,209.30</u>	CR	0170.7000
Internal Service Fund	710	<u>\$569.42</u>	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$26.86</u>	CR	0320.7000
PSC - JAIL	210	<u>\$38,977.25</u>	CR	0072.7000
Human Services	220	<u>\$4,468.44</u>	CR	0030.7100
Public Health	250	<u>\$12,789.06</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$9,494.44</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$11,942.48</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$4,753.92</u>	CR	0040.7000
Shadow Mountain LID	530	<u>\$13.00</u>	CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$2,950,226.62</u>	DR	

Adopted this 26th day of September, 2023

Chairman



September 26, 2023

Ms. Emily Everett
Colorado Department of Public Health and Environment
Hazardous Material Waste Management Division
4300 Cherry Creek Drive S.
Denver, CO 80246-1530

Dear Ms. Everett:

In accordance with the requirements of 6 CCR 1007-2, Part 1, Section 4.6.7(B), as amended, please be advised that Moffat County has reported the following current cost estimates in its audited December 31, 2022 financial statements and related notes:

Liability for closure and post-closure costs at December 31, 2022: \$2,009,176
Estimated total closure and post-closure care costs remaining to be
recognized at December 31, 2022: \$864,798

Percentage of landfill capacity used to date at December 31, 2022: 76.1%
Estimated landfill life in years at December 31, 2022: 7 years

Moffat County has complied with the requirements of Government Accounting Standards Board Statement No. 18, *Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs*. A copy of Moffat County's audited December 31, 2022 financial statements is attached for your reference.

Moffat County has placed a copy of this letter and the audited December 31, 2022 financial statements have been placed in the facility's operating record.

Sincerely,

Tony Bohrer, Chair
Moffat County Commissioners

Office of the County Commissioners
1198 West Victory Way, Ste. 104
Craig, CO 81625
(970) 824-5517 Office
Website: www.colorado.gov/moffat

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

FIRST AMENDMENT
TO
BILL CREDIT AGREEMENT

THIS AMENDMENT to the BILL CREDIT AGREEMENT (this “**Amendment**”), dated September 15th, 2023 (the “**Amendment Effective Date**”), is made by and among Yampa Valley Electric Association, Inc. a Colorado cooperative association (“**Seller**”) and the City of Craig, Colorado; Moffat County, Colorado; the City of Steamboat Springs, Colorado; the Town of Hayden, Colorado; the Town of Yampa, Colorado; and Routt County, Colorado (each, a “**Purchaser**,” and together, the “**Regional Partners**”). Each of Seller and the Regional Partners shall sometimes be referred to herein as a “**Party**” and together, as the “**Parties**.”

Recitals

A. Seller and the Regional Partners entered into that certain Bill Credit Agreement, dated May 27, 2022 (the “**Agreement**”).

B. The Parties desire to amend the Agreement pursuant to the terms and conditions of this Amendment.

Agreement

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendments. Exhibit E to the Agreement shall be deleted in its entirety and replaced with Exhibit E attached hereto.
2. No Further Amendment. Except as specifically amended by this Amendment, the Agreement shall continue in full force and effect in accordance with its provisions as in existence on the Amendment Effective Date and is ratified and confirmed in all respects.
3. Governing Law and Jurisdiction; Disputes. The provisions of Article 11 of the Agreement is incorporated by reference herein.
4. Amendment. No amendments or modifications of this Amendment shall be valid unless evidenced in writing and signed by duly authorized representatives of the Parties or their respective successors in interest.
5. Entire Agreement. This Amendment contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and commitments with respect thereto.
6. Counterparts. The Parties may execute this Amendment in counterparts, which shall, in the aggregate, when signed by both Parties constitute one and the same instrument; and,

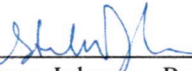
thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it. A facsimile or scanned transmission of a signature page shall be considered an original signature page. At the request of a Party, a Party shall confirm its faxed or scanned signature page by delivering an original signature page to the requesting Party.

[Signature Page Follows]

The Parties have executed this Amendment to be effective as of the Amendment Effective Date.

SELLER

Yampa Valley Electric Association, Inc.

By: 
Steve Johnson, President and
General Manager

REGIONAL PARTNERS

City of Craig, Colorado

By: _____
Name: Ryan Hess
Title: Mayor

Moffat County, Colorado

By: _____
Name: Tony Bohrer
Title: Chairman, Moffat County Board of
County Commissioners

City of Steamboat Springs, Colorado

By: _____
Name: Gary Suiter
Title: City Manager

Town of Hayden, Colorado

By: _____
Name: Zachary Wuestewald
Title: Mayor

Town of Yampa, Colorado

By: _____
Name: Stacey L. Geilert
Title: Mayor

Routt County, Colorado

By: _____
Name: Tim Redmond
Title: Chair of the Board of County
Commissioners

EXHIBIT E
ALLOCATION OF PURCHASER PERCENTAGE AND ACCOUNT INFORMATION

Please identify each eligible Member account to which the Member is allocating solar credits by providing the

Metered Accounts will be Compatible for Bill Credits - Street Lamp Accounts are not metered.

Fewest Accounts possible - For all but the Town of Yampa the Single Largest Account will Satisfy. No Credit Balance's.

This spreadsheet may be updated once annually, with at least 60 days advance notice required before any changes to take effect.

Credit Recipient Information			Total Regional Partner Credit Allocation = \$2,265,000			
	<i>Craig Subtotal</i>		\$ 23,457		20.00%	\$ 22,650
1	Town of Hayden	Water Plant	\$ 28,433	660007802	10.00%	\$ 11,325 Primary Meter
2	Town of Hayden	Golden Mdws Pump	\$ 18,740	780008803		1st Backup
3	Town of Hayden	Hospital Hill Pump House	\$ 403	720008901		2nd Backup
	<i>Hayden Subtotal</i>		\$ 47,576		10.00%	\$ 11,325
1	Town of Yampa	SEWER PLANT	\$ 5,570	70000101	4.00%	\$ 4,530 1st Meter
2	Town of Yampa	101 MAIN STREET/CROSSAN'S	\$ 6,341	90007301	3.00%	\$ 3,397 2nd Meter
3	Town of Yampa	WATER WRKS	\$ 3,380	10027501	2.00%	\$ 2,265 3rd Meter
4	Town of Yampa	LADIES AID HALL	\$ 1,858	90001702	1.00%	\$ 1,133 4th Meter
	<i>Yampa Subtotal</i>		\$ 17,149		10.00%	\$ 11,325
1	Routt County	Detention Center	\$ 38,677	160003702	20.00%	\$ 22,650 Primary Meter
2	Routt County	The Annex	\$ 24,317	580001601		1st Backup
3	Routt County	Fire House	\$ 16,165	660021201		2nd Backup
	<i>Routt Subtotal</i>		\$ 79,159		20.00%	\$ 22,650
1	City of Steamboat Springs	850 Critter Court (Streets/Fleet)	\$ 14,625	300007802	6.67%	\$ 7,550 Primary Meter
2	City of Steamboat Springs	115 Howelsen Parkway (PR Admin)	\$ 14,236	290011001	6.67%	\$ 7,550 2nd Backup
3	City of Steamboat Springs	124 10th Street (Centennial Hall)	\$ 16,229	410009301	6.67%	\$ 7,550 3rd Backup
	<i>Steamboat Subtotal</i>		\$ 45,089		20.00%	\$ 22,650
1	Moffat County	Maybell Park	\$ 1,813	7150013901	0.80%	\$ 906.00 Primary Meter
2	Moffat County	Maybell PK RV site	\$ 1,113	7150015701	0.80%	\$ 906.00 1st Backup
3	Moffat County	Ice Arena	\$ 10,503	5630019801	8.50%	\$ 9,626.21 2nd Backup
4	Moffat County	Fairgrounds	\$ 10,675	5610007501	8.50%	\$ 9,626.21 3rd Backup
5	Moffat County	640 E Victory Way- RV Hookup	\$ 2,257	5610009001	1.4%	\$ 1,585.49 4th Backup
	<i>Moffat Subtotal</i>		\$ 26,361		20.00%	\$ 22,650
	<i>Total</i>				100.00%	\$ 113,250

AGREEMENT

This CONTRACT OF SERVICES AGREEMENT ("Agreement") made this 26th day of September 2023 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and TLC Carpet One Floor & Home. ("Contractor"), whose address is 1820 W. Victory Way Craig, CO 81625 and whose telephone number is 970-824-4945.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to replace carpet at the Moffat County Public Library located at 570 Green Street Craig, CO 81625 as described in the attachment below.

Exhibit "A" TLC Carpet One Floor & Home Quote # ES301709 from Jay Oxley submitted 9/6/2023

Article 2 - Time of Performance.

- 2.1 Services of the Contractor shall commence 9/26/2023, and shall be substantially completed on or before 12/31/2023, no matter the date of execution of this Agreement.

Article 3 Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be Thirty-five thousand, nine hundred and sixty-three dollar and fifty-seven cents (\$35,963.57) subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Moffat County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such proposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One Hundred dollars

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

Article 4 – Payment procedures

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

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
 - 95% of the work completed, and
 - 95% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

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

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

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

Article 6 - Audits and Inspections.

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

Article 10 - Indemnification.

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - Insurance.

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

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

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

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

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance.

Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Article 12 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

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

13.01 Notice of Defects

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

13.02 Acknowledgement of Notice by Contractor

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

13.03 BOCC May Stop the Work

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

13.04 Correction or Removal of Defective Work

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

13.05 Correction Period

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

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

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

13.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of such defective Work and for the diminished value of the Work. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

13.07 BOCC May Correct Defective Work

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

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

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

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

Article 14 Termination for Cause.

14.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

14.02

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

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

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

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

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

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

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

Article 15 - Termination for Convenience.

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for the convenience of BOCC, the Contractor shall be paid for services provided prior to the date of termination.

Article 16 - Conflict of Interest.

During the term of this Agreement, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

Article 17 - Modifications.

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

Article 18 - Governing Law.

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

Article 19 - Severability.

Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

Article 20 - Notices.

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

BOCC's Representative:

Tony Bohrer
MCBOCC Chair
1198 West Victory Way, Suite 104
Craig, CO 81625
(970) 824-5517

Contractor:

TLC Carpet One Floor & Home
1820 W. Victory Way
Craig, CO 81625
(970)824-4945

Article 21 - Headings.

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

Article 22 - Authority.

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

Article 23 - Counterparts and Facsimile Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

Article 24 - Force Majeure.

Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

Article 25 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Tony Bohrer, Chair

ATTEST:

Clerk to the Board

CONTRACTOR:
TLC Carpet One Floor & Home

By: _____
Click here to enter text.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 26th day of September , 2023 by
_____.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public

COLORADO YOUTH DETENTION CONTINUUM (FORM CYCD)
14TH JD SUB-GRANTEE AGREEMENT

THIS agreement made this 26th day of September 2023 by and between the Board of County Commissioners of the County of Grand, State of Colorado, as fiscal agent, through the 14th Judicial District Colorado Youth Detention Continuum Coordinator, hereinafter referred to as "Coordinator", whose address is 308 Byers Avenue, Hot Sulphur Springs, CO 80451, and Board of County Commissioners for the County of Moffat, State of Colorado, hereinafter referred to as "Sub-Grantee", whose address is 1198 W. Victory Way, Craig, CO 81625

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this agreement under Colorado Department of Human Services, Division of Youth Services Encumbrance Number C-WR-070071 from funds acquired by Grand County, as fiscal agent, the U.S. Department of Human Services under 42 USC §§ 5631-5633, and the State of Colorado under the Colorado Youth Detention Continuum Juvenile Services (CYDC) program, C.R.S. §§ 19-2.5-1511, -19-2.5-1519, -19-2.52-108, -19-2.5-606, -19-2.5-1113, -19-2.5-1515 and

WHEREAS, Coordinator has secured the required approval, clearance and coordination from the State of Colorado, Department of Human Services, Division of Youth Services, to administer distribution of CYDC funds to sub-grantees in order to provide community-based services in Colorado's 14th Judicial District (14th JD); and

WHEREAS, Sub-Grantee has participated in the CYDC funding/planning process with Coordinator and Grand County, and has committed the necessary resources and personnel to provide the community-based services, as set forth herein, within 14th JD during the CYDC 2023-2024 funding cycle.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Statement of Work and Responsibilities: Sub-Grantee agrees to provide community-based alternatives to secure detention services for delinquent youth in accordance with the 14th JD CYDC Juvenile Services Plan, and as further described in Exhibit A, attached hereto and incorporated by reference as if set forth in full herein (herein after referred to as "Project"), such services shall meet federal and state juvenile service objective(s) contained in the 14th JD CYDC Juvenile Services Plan, attached here to as Exhibit B. Sub-Grantee shall provide qualified personnel to administer and oversee this agreement, including compliance with HIPPA as set forth in Exhibit C. Sub-Grantee shall perform the work as an Independent Contractor, and at no time under this agreement shall Sub-Grantee, its agents or employees, be considered agents or employees of Coordinator or Grand County.

2. Payment Amount and Billing Procedure: In consideration of the obligation of Sub-Grantee to perform in accordance with paragraph 1, Coordinator will transfer requested and approved funds to Sub-Grantee upon satisfactory completion of performance and compliance with the expense and caseload reporting requirements set forth in Exhibit A. At no time shall reimbursement of costs provided under this Agreement and the Plan exceed budgeted amounts set forth in the 14th JD CYDC Juvenile Services Plan Budget, attached hereto as Exhibit B.
3. Performance Term: The term of this agreement is from July 1, 2023 through June 30, 2024.
4. Availability of Funds: Payment pursuant to this agreement is subject to and contingent upon the continuing availability of funds for the purposes hereof. If any of said funds become unavailable, as determined by the State Controller, fiscal agent, or Coordinator, either party to this agreement may immediately terminate or seek amend this agreement.
5. Record Keeping Requirements: Sub-Grantee shall maintain complete files of all records, documents, communications and other material which pertain to this agreement for a period of five (5) years from the date of final payment under this agreement, unless Coordinator and/or County requests that the records be retained for a longer period, or until an audit has been completed with the following qualification: if an audit by or on behalf of Coordinator and/or County has begun but is not completed at the end of the five (5) year period, the materials shall be retained until the resolution of the audit findings.
 - (a) Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Sub-Grantee records.
 - (b) All such records, documents, communications, and other materials shall be the property of the Coordinator unless otherwise specified herein and shall be maintained by the Sub-Grantee, for the period set forth above.
6. Audits and Performance Monitoring: Sub-Grantee shall permit Coordinator, fiscal agent, and any other governmental agency authorized by law, or their authorized designee to monitor all activities conducted by Sub-Grantee pursuant to the terms of this agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, reexamination of program data, special analysis, on-site verification, formal audit examinations, or any other reasonable

procedures. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

Sub-Grantee authorizes the Coordinator, fiscal agent, and either's representatives to perform audits and/or inspections of Sub-Grantee's records at any reasonable time during the term of this agreement and for a period of five (5) years, (unless the Coordinator of fiscal agent determines a longer timeframe is required) following the date of final payment under this agreement, to assure compliance with its terms and/or to evaluate the Sub-Grantee's performance. Any amounts which have been paid by Coordinator which are found to be improper in accordance with other terms of this agreement shall be immediately returned to fiscal agent or may be received in accordance with other remedies.

7. Conformance with Law:

(a) Sub-Grantee shall at all times during the term of this agreement strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Sub-Grantee shall also require compliance with these statutes and regulations in subcontract agreements, if any, permitted under this agreement.

(b) Sub-Grantee also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this agreement. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, Sub-Grantee makes the following assurances, upon which the Coordinator and Grand County relies:

(i) Sub-Grantee shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work under this agreement;

(ii) At all times during the performance of this contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by Sub-Grantee, or be subjected to any discrimination by Sub-Grantee;

(iii) Sub-Grantee shall take all necessary affirmative steps, as required by 45 CFR 92.36(e), Colorado Executive Orders D0055 87 and D0005 94 and State Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this agreement.

(c) Sub-Grantee shall at all times during the term of this agreement strictly adhere to all Colorado Division of Youth Services (DYS) policies and

regulations, including DYS Policy 3.2 regarding staff/personnel qualification.

8. Assignment/Delegation/Subcontracting: Except as otherwise provided, the duties and obligations of Sub-Grantee shall not be assigned, delegated or subcontracted except with the express prior written consent of Coordinator. All subcontractors will be subject to the requirements of this assignment.
9. Beneficiary: Except as otherwise stated, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
10. Performance Disputes: Any failure of Sub-Grantee to performance in accordance with the terms of this agreement shall constitute a breach of the agreement. Any dispute concerning the performance of this agreement which cannot be resolved at an informal level shall be submitted in writing by both parties to the Board of County Commissioners of the County of Grand, whose sole discretion in resolving the dispute shall be final.

Any notice required under this agreement may be personally delivered or mailed in the United States mail, first class postage prepaid to the party to be served at the following addresses:

Sub-Grantee: Board of County Commissioners
of the County of Moffat
State of Colorado
1198 W. Victory Way,
Suite 104
Craig, CO 81625

Coordinator: Kelly Friesen
P.O. Box 251
Hot Sulphur Springs, CO
80451

Notices personally served shall be deemed served on the date of delivery. Notice mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado, otherwise on the date which is two business days following the date of mailing.

11. Termination:

(a) Termination of Default: Coordinator and / or County may terminate the agreement for cause without compensation for termination costs. If Coordinator and/or County terminates the agreement for cause, it will first give ten (10) days prior written notice to Sub-Grantee, stating the reasons for cancellation, procedures to correct problems, if any, and the date the agreement will be terminated in the event problems have not been corrected.

(i) In the event this agreement is terminated for cause, Coordinator will only reimburse Sub-Grantee for acceptable work or deliverables received up to the date of termination.

(ii) In the event this agreement is terminated for cause, final payment to Sub-Grantee may be withheld at the discretion of Coordinator and/or County until completion of final audit.

(b) Termination for Convenience: Coordinator and Grand County shall have the right to terminate this agreement by giving Sub-Grantee at least thirty (30) days prior written notice. If notice is so given, this agreement shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this agreement shall cease.

(c) Immediate Termination: This agreement is subject to immediate termination by Coordinator or Grand County in the event that Coordinator or County determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, Coordinator or County may immediately terminate this agreement upon verifying that Sub-Contractor has engaged in or is about to participate in fraudulent acts.

12. Exhibits- Interpretation:

(a) Unless otherwise stated, all exhibits referenced herein are attached hereto and incorporated herein and made a part of this agreement.

(b) The terms of this agreement shall control over any conflicting terms in any of its attached exhibits.

13. Conflicts of Interest: Neither Sub-Grantee nor any of its employees shall, at any time during the term of this agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Sub-Grantee in connection with the Project.

14. Confidentiality: Sub-Grantee acknowledges that it may receive confidential information from Coordinator or County in connection with the Project or, as part of the Project, develop such information. Sub-Grantee shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

15. Ownership of Work: Subject to Coordinator's obligation to compensate Sub-Grantee, all work, reports, designs, drawings, renderings and other work product produced by Sub-Grantee in connection with the Project shall belong to Coordinator and County, and Sub-Grantee shall not use any part thereof for purposes other than the Project without the written consent of Coordinator.

16. Indemnification: To the extent permitted by Colorado law, sub-Grantee shall indemnify the Coordinator and Grand County and hold and defend Coordinator and County and its officials, officers and employees harmless from all costs, claims, and expenses arising from claims made by any person in connection with

the acts or omissions of, or representations by, Sub-Grantee. This indemnification shall not apply to claims by third parties against Coordinator or County to the extent that the Coordinator of County is liable to such third party for such claims without regards to the involvement of Sub-Grantee.

17. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the work and may not be amended except by a written document executed by both parties hereto.
18. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.
19. Choice of Laws and Venue: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be only in the District Court in and for the County of Grand, State of Colorado.
20. Governmental Immunity: Nothing contained herein shall constitute a waiver of County's Governmental Immunity.

SUB-GRANTEE
Moffat County Board of County Commissioners

By: _____

Title: _____

STATE OF COLORADO} ss.
County of _____}

Acknowledged and sworn to before me this _____ day of _____, 2023 by _____
in the capacity of _____, for _____.

My commission expires: _____

In witness whereof, I have hereunto set my hand and seal.

Notary Public

COORDINATOR

County of Grand, State of Colorado

By: _____
Richard Cimino, Chairman
Grand County Board of County Commissioners

By: _____
Kelly L. Friesen, CYDC Coordinator
14th Judicial District, Colorado

ATTEST

By: _____
Jolene Stetson Linke
Grand County Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN MOFFAT COUNTY DEPARTMENT OF HUMAN SERVICES
AND
LOVE INC (LOVE IN THE NAME OF CHRIST)**

This Memorandum of Understanding (MOU) is made and entered into by and between the Moffat County Department of Human Services, 1198 West Victory Way, Suite 204, Craig CO 81625, hereinafter referred to as MCDHS and Love INC, P.O. Box 892, Craig CO 81626, respectively.

WHEREAS: The parties above have an interest in sustaining monthly storage and distribution of food commodities to those eligible in the community. Food commodities are available through The Emergency Food Assistance Program (TEFAP), and supplied by Food Bank of the Rockies.

This Agreement shall be in effect for the period commencing on June 1, 2023, and to expire on or before May 31, 2024, subject to extension.

THEREFORE, the parties agree to the following:

1. Love INC will assume all responsibility and liability to TEFAP, contracting directly with Food Bank of the Rockies.
2. Love INC will distribute commodities three times per month during regularly scheduled MCDHS office hours, or as otherwise agreed upon by both parties. Distribution will take place in the space provided at 1198 West Victory Way, Craig CO 81625, using entrances and exits on the southwest side of the building. Traffic will be routed to ensure the least disruption to Courthouse clients and staff. Love INC will monitor client flow and access to Courthouse equipment located in the adjacent areas.
3. MCDHS will provide space for distribution and storage. The existing shelving and two freezers are available for use by Love INC.
4. MCDHS will not provide equipment maintenance or repair.
5. Love INC will complete rodent and temperature logs.
6. MCDHS is not responsible for the work force, compensation, or workers compensation claims resulting from food distribution or usage of the county property by Love INC.
7. The parties agree the site is intended to provide food service within the community.
8. This MOU may be terminated by either party by giving thirty (30) days written notice to the other party.
9. This MOU is contingent upon site and contract approval obtained by Love INC through Food Bank of the Rockies. Love INC shall provide a copy of that contract to MCDHS when this MOU is signed by Love INC.
10. This MOU will be reviewed annually from the date the last signature hereto is obtained and may be extended, modified or nullified.

NOW THEREFORE, we the undersigned agree to the terms and condition of this MOU as of the last date written below:

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

Tony Bohrer, Chair
Moffat County Board of County Commissioners

Date

LOVE INC


Karina Browning, Director

Date

9.20.23

RELEASE OF ALL CLAIMS

THIS AGREEMENT (the "Release") is made and entered into this 26th day of September, 2023 by and between the Board of County Commissioners of Moffat County, whose address is 1198 W. Victory Way, Craig, CO 81625, on behalf of the Moffat County Road and Bridge Department ("Moffat"), and John G. Charchalis whose mailing address is PO Box 40, Parker, CO 80134 ("Charchalis") known together as the "Parties."

WHEREAS, Moffat and Charchalis are parties to an Application for Conditional Use, a copy of which was recorded in the records of Moffat County on November 24, 1980 in Book 482 at Page 232, Reception No. 261960 ("Conditional Use") for use of the NE ¼ SW ¼ of Section 21, Township 4 North, Range 92 West of the 6th P.M. (the "Property") for a pit run and to use crushed gravel for county roads;

WHEREAS, Moffat never pursued the use of the Property for a pit run or crushed gravel and Moffat is willing to release its rights in and to any use of the Property for a pit run or crushed gravel;

AND WHEREAS, Charchalis desires to obtain a release from the Conditional Use of the Property and to release Moffat from any and all obligations under the Conditional Use.

Therefore, Moffat hereby releases and discharges the Property and Charchalis from the Conditional Use and any obligations, right, title or claims arising from or relating to the Conditional Use; and

Charchalis hereby releases and discharges Moffat from the Conditional Use and any obligations, right, title or claims arising from or relating to the Conditional Use.

Each of the Parties represents and warrants that it is authorized to enter into this Agreement and that any required consents, authorizations, or approvals have been obtained.

IN WITNESS WHEREOF, the undersigned parties have accepted all of the terms and provisions of the Release as of the date shown above.

Board of County Commissioners of Moffat County

By: Tony Bohrer, Chair

TASK ORDER C
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED September 26, 2023

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on February 19, 2019, between **CITY OF CRAIG and MOFFAT COUNTY, COLORADO (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Craig-Moffat County Airport, Craig, Colorado

3. **WORK PROGRAM** – Attached

Element 1 – Pavement Maintenance (Main Apron) [Design, Bid & Const]

Element 2 – Pavement Maintenance (Hangar Apron) [Const]

4. **FEES** - The fees will be as noted below. (All lump sums unless noted otherwise)

Element 1 and 2 – Project Development	\$3,150.00
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Element 1 and 2 – Design

Preliminary Design	\$5,600.00
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Final Design	\$3,070.00
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Element 1 and 2 – Bidding Services	\$3,480.00
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Element 1 – Construction Period Services

Construction Administration Services	\$5,010.00
--------------------------------------	------------

Construction Inspection Services	\$13,830.00
----------------------------------	-------------

Element 2 – Construction Period Services

Construction Administration Services	\$0.00
--------------------------------------	--------

Construction Inspection Services	\$6,000.00
----------------------------------	------------

Elements 1 and 2 – Project Closeout	\$1,130.00
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Engineering Total	\$41,270.00
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5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program.

SPONSOR:
MOFFAT COUNTY, COLORADO

Tony Bohrer, Chairman BOCC

ATTESTED BY:
MOFFAT COUNTY, COLORADO

~~Stacy Morgan~~, County Clerk
Erin Miller, Deputy

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Erik Vliek, Business/Operations Manager,

SPONSOR:
CITY OF CRAIG, COLORADO

Derek Duran, Mayor

ATTESTED BY:
CITY OF CRAIG, COLORADO

Liz White, City Clerk

ELEMENT #1 Pavement Maintenance (Main Apron) – Design, Bidding, and Construction

- Estimated Construction Cost (Element 1) is: \$50,000

Estimated Construction Period is: 5 days¹

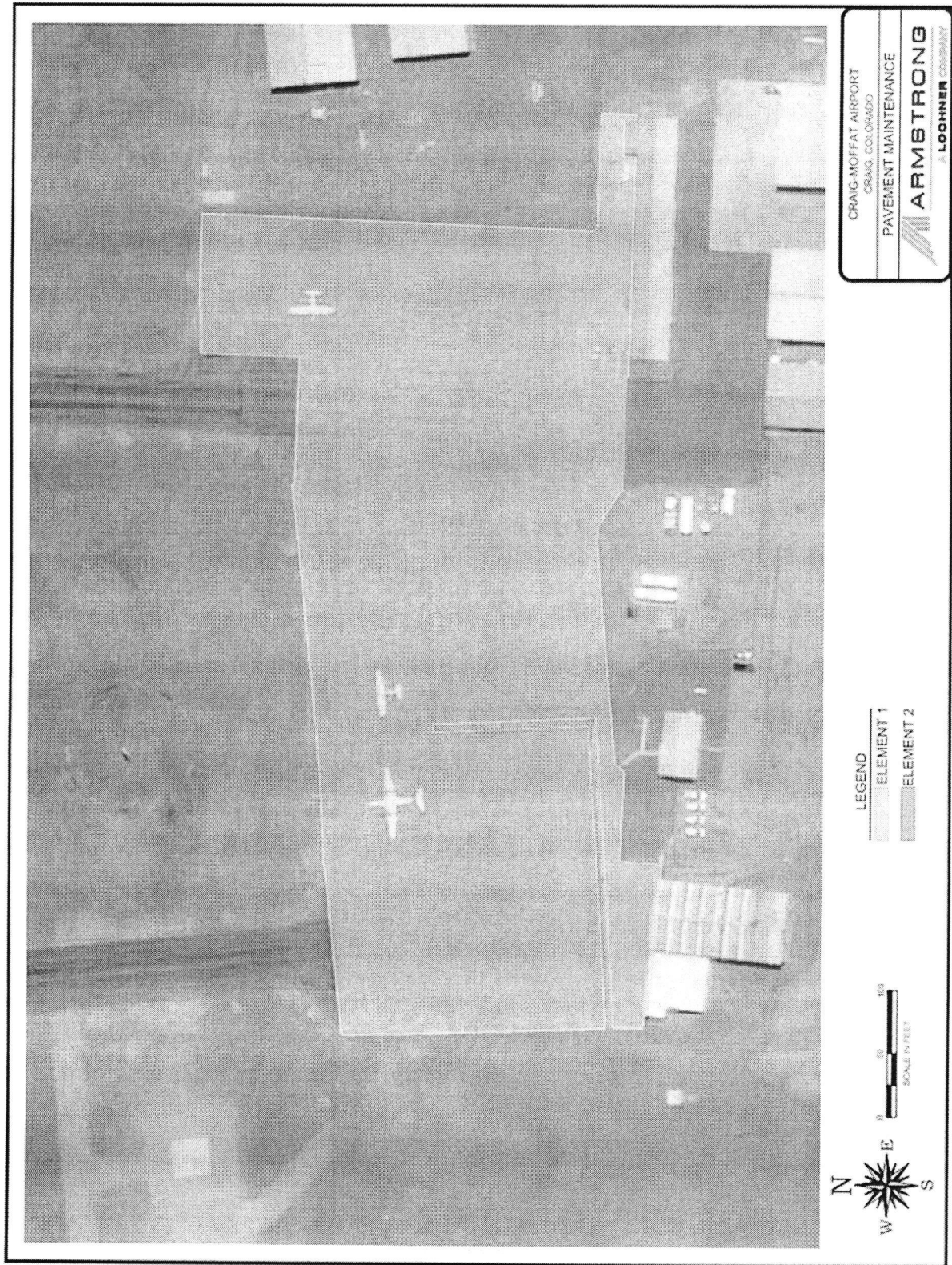
ELEMENT #2 Pavement Maintenance (Hangar Apron) – Construction

- Estimated Construction Cost (Element 2) is: \$7,000

Estimated Construction Period is: 2 days^{1,2}

Note: ¹ Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$1,750/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.

Note: ² The days shown are in addition to the construction days included with Element 1. Should just Element 2 be awarded, this scope of work will require modification to fully account for the work required.



S:_Colorado\Projects\Project Files\Active Projects\235698 CRAIG - Airport Pavement Maintenance\CAD\dwg\235698100 SOW EXHIBIT.dwg 9/19/2023 8:45:19 AM WCOATIS

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established-Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor and State to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigations.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a draft Scope of Work narrative for review and approval.
4. Prepare final Scope of Work and Contract.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A topographical survey will not be required.
2. A geotechnical investigation will not be required.
3. Review and evaluate project layout.
 - a. Evaluate existing pavement markings and determine if changes need to be made so that the markings meet current FAA design guidance.
 - b. Determine aircraft usage through coordination with Sponsor.
 - c. Verify existing ALP dimensions and data.
 - d. Prepare schematic project layout.
4. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Review available record drawings of the project site.

5. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1 and 2. The following list of drawings will be used as a guideline.

DESCRIPTION		ELEMENTS 1 & 2
a	Cover Sheet	1 Sheet
b	General Notes, Legend, and Survey Control	1 Sheet
c	Removals Plan	1 Sheet
d	Pavement Maintenance and Marking Layout and Details	3 Sheets
e	Construction Safety and Phasing Plan	1 Sheet
TOTAL SHEET COUNT		7 Sheets

Drawings may be added or deleted during the design phase if required.

6. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the Sponsor for review. Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.
7. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Element 1 may include the following items:

Item C-105	Mobilization
Item P-101	Preparation/Removal of Existing Pavements
Item P-608	Emulsified Asphalt Seal Coat
Item P-620	Runway and Taxiway Marking

8. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
- a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Airport Security, Closure of Air Operations Areas
 - j. Accident Prevention
 - k. Warranty

9. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
5. Prepare and submit final plans and specifications. Copies will be submitted to the Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the Sponsor's review. After final plan acceptance, plan sets will be provided to the Sponsor.

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor will be given a digital copy of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held via online video conference run by the Project Manager.
4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. All bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules. Review contractor's sub-contracts.
2. Provide Sponsor with a copy of the Contract Documents, Specifications, and Construction Plans. Provide Contractor with digital copies of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.

3. Conduct pre-construction conference. The conference will be conducted on-site and will be attended by Resident Project Representative. The Project Engineer will participate over the phone.
4. No AGIS survey requirements are to be conducted as a part of this contract or project.
5. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the Resident Project Representative and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
6. Provide technical assistance and recommendations to the airport during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.
7. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
8. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and Resident Project Representative.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full time Resident Project Representative to monitor and document construction progress for, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities.
3. Conduct final project inspection with the Sponsor and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare record drawings, indicating changes made to the design during construction. The Sponsor will each receive one copy of the record drawings in half size (11"x17") format, as well as one in electronic format.

**Contractor/Designer 179D Tax Deduction
Public Building Allocation Form**

Public Building Authorized Representative Information	
Agency:	Moffat County, CO
Rep. Name:	Roy Tipton
Address:	1198 W Victory Way, Craig, CO 81625
Telephone Number:	(970) 824-9160

Contractor/Designer Authorized Representative Information	
Company:	TreanorHL, Inc
Rep. Name:	Andrew Pitts
Address:	1040 Vermont St. Lawrence, KS 66044
Telephone Number:	785-842-4858

Public Building Information	
Address of public owned building where property was installed:	See Attached Exhibit "A"
Cost of property:	\$22,157,656.00
Date property was placed in service:	2023
Amount of 179D deduction allocated to Contractor/Designer (Percentage)	100%
Signature of authorized representative of Contractor/Designer:	

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete. The authorized owner representative is not responsible for the verification of the energy efficient commercial building property. The designer/contractor receiving the allocation is solely responsible for obtaining the required certification, onsite verification, and ensuring their accuracy.

Authorized Representative of Public Building

Tony Bohrer, Board Of County Commissioners Chair

9/26/23

Date

213 Ceratosaurus Circle Box 284

Dinosaur, CO 81610

Marshelle.gray1@gmail.com

1-435-823-6338

Local Marketing District

Po Box 1163

Craig, CO 81626

Greetings Erin Miller,

I am writing this letter to express my interest in applying for the position of Board Member for the Moffat County Local Marketing District. I currently sit as a Trustee for the Town of Dinosaur and have lived in the county for three years. I am familiar with the LMD board and am confident that I would be able to perform the duties of Board Member.

I hope that you will consider me for the position. I would be happy to interview or attend meetings regarding this position.

Thank you for your time,

Marshelle D. Gray

Erin Miller

From: Gresset, Kymm E <kgresset@blm.gov>
Sent: Tuesday, September 12, 2023 9:00 AM
To: Jeff Comstock; Erin Miller
Cc: Waters, Elijah
Subject: Government Alternate on Land Use Board

Jeff -

Please accept this email as a request to replace Bruce Sillitoe on as the Government Alternate on the Land Use Board. Thank you for the warm welcome to the group yesterday, I look forward to working with you all.

Kymm Gresset
Field Manager

**Bureau of Land Management
Northwest District
Little Snake Field Office**

Desk: 970-826-5089

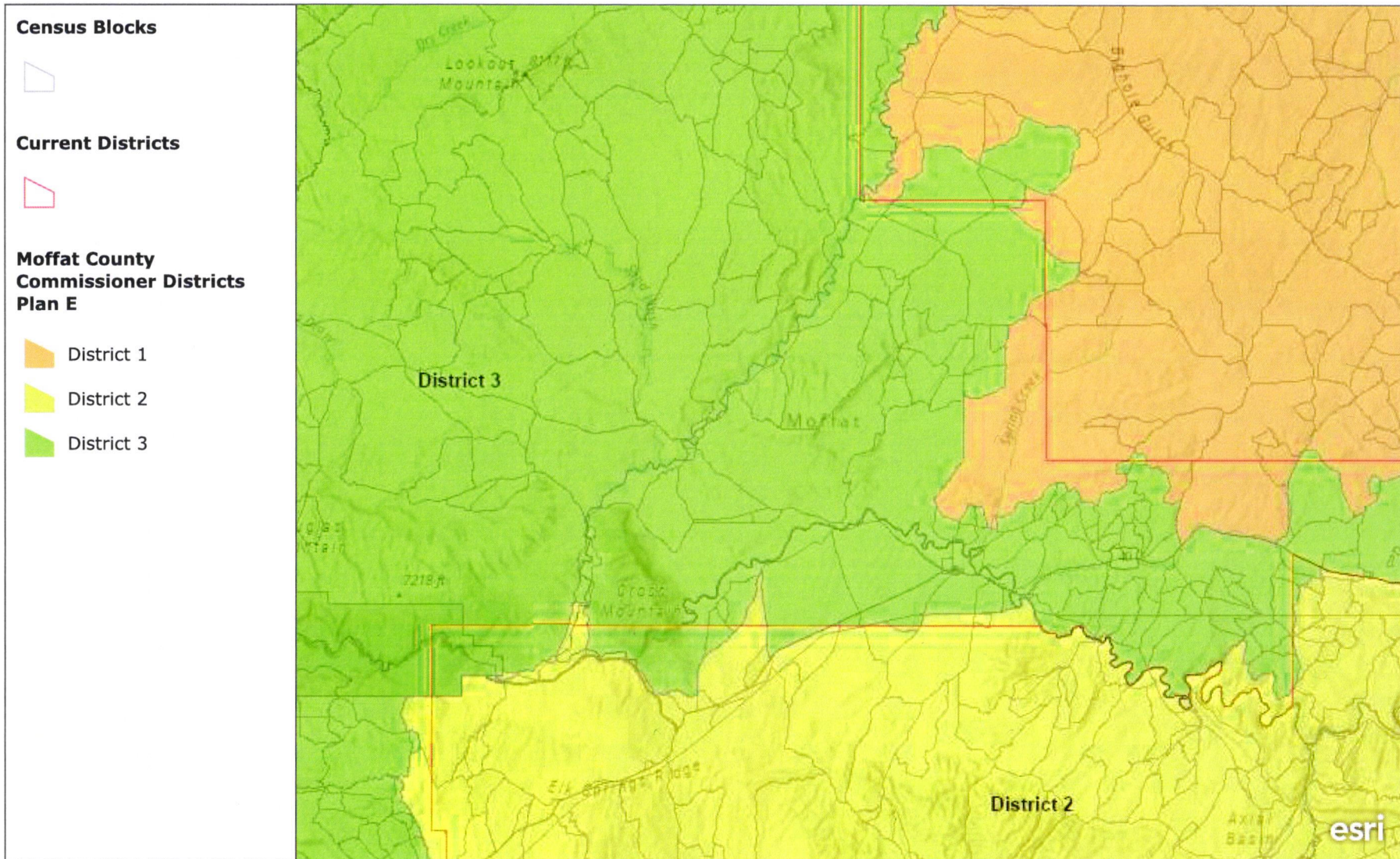
kgresset@blm.gov

455 Emerson St.
Craig, CO 81625



Our Values: to serve with honesty, integrity, accountability, respect, courage, and a commitment to make a difference.

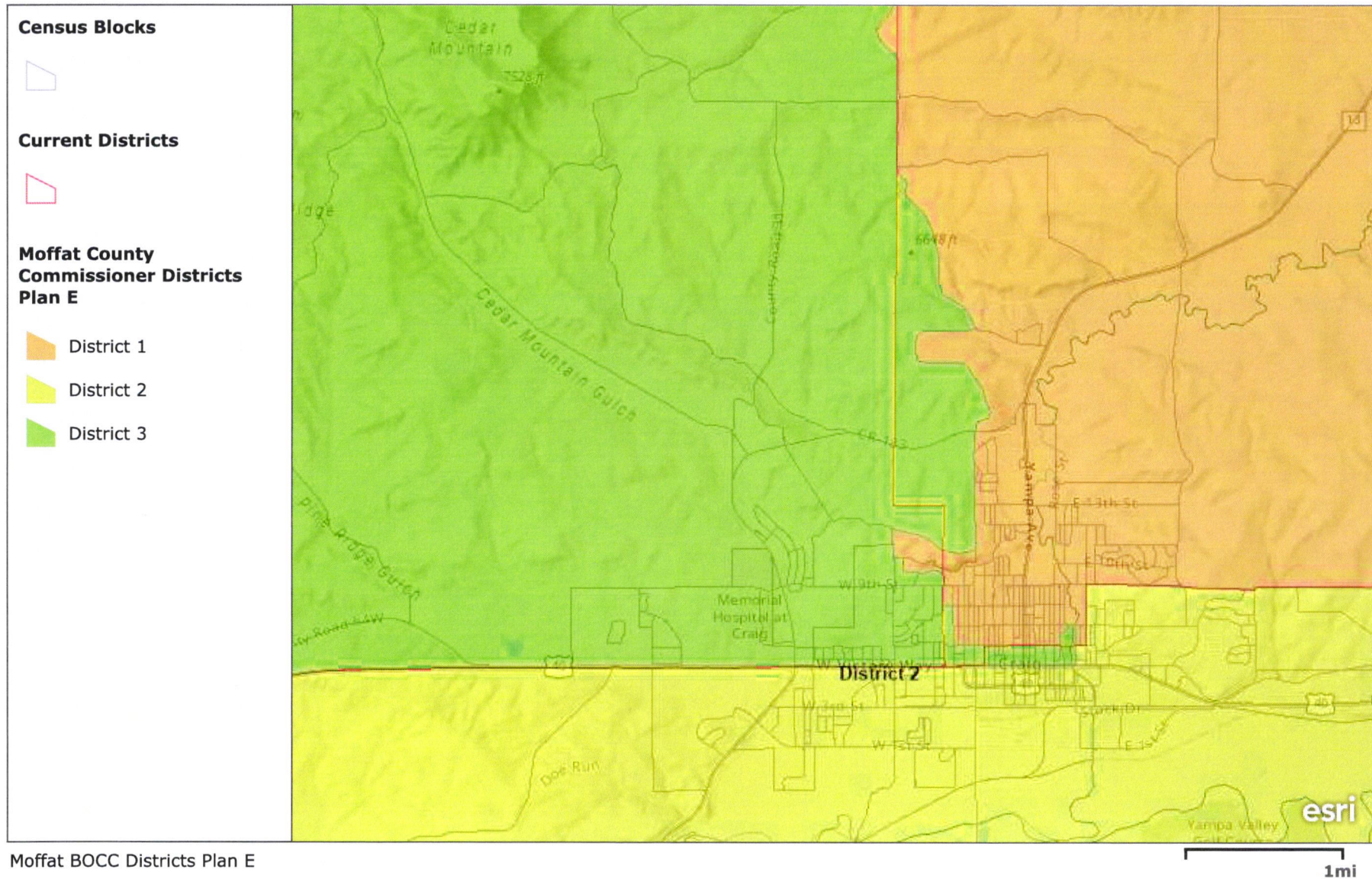
Moffat BOCC Districts Plan E



Moffat BOCC Districts Plan E

Esri, CGIAR, USGS | Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Moffat BOCC Districts Plan E



Moffat BOCC Districts Plan E

Esri, NASA, NGA, USGS, FEMA | Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

RESOLUTION 2023 - 92

**BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF MOFFAT, STATE OF COLORADO
RESOLUTION ESTABLISHING REVISED COMMISSIONER DISTRICTS**

WHEREAS, C.R.S. § 30-10-306 requires that each county in the State of Colorado be divided into three (3) compact districts by the Board of County Commissioners; and

WHEREAS, changes in the boundaries of such Districts shall be made only in odd numbered years;
and

WHEREAS, C.R.S. § 30-10-306 (4) requires that after each federal census, commission districts shall be revised to assure that districts remain as nearly equal in population as possible based upon such census data;
and

WHEREAS, C.R.S. § 30-10-306 (1) provides that there shall not be more than five percent deviation between the most populous and the least populous district in each county, at the time such district boundaries are adopted; and

WHEREAS, after review of the 2020 census data, and after a public hearing held more than thirty (30) days following the introduction of a proposed redistricting map at a meeting of the Board of County Commissioners on August 22, 2023, and the posting of said proposed redistricting map on the Moffat County website, the Board of County Commissioners has determined that revision to commissioner district boundaries is necessary in order to assure that the county remains in compliance with requirements of C.R.S. § 30-10-306 *et. seq.*;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT, that effective upon the date of adoption of this Resolution, the commissioner districts for the County of Moffat are hereby revised as more fully described in Exhibit E, attached and incorporated by reference in this Resolution.

ADOPTED this 26th day of September, 2023, by a vote of ____ to ____.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chair

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

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

Witness my hand and the seal of said County this 26th day of September, 2023.

Erin Miller, Deputy Clerk and Ex-officio to the
County Commissioners, Moffat County



September 26, 2023

Thomas Sweeney
Senior Vice President, Distributed Clean Energy Development
RWE Clean Energy
100 Summit Lake Drive, Suite 210, Valhalla, NY 10595

RE: Moffat County Support for GAIN Application Funding- Small Modular Reactor Feasibility Study

Dear Mr. Sweeney:

The Moffat County Commission is pleased to support the Gateway Accelerated Innovative Nuclear (GAIN) Application as a co-applicant for SMR Feasibility Studies at the Craig Power Station. We are supportive of jointly submitting the GAIN Application request with the City of Craig. The Commission understands that the assets and infrastructure that exist at the Craig Power Station, along with the available transmission, could have the potential of serving the production of electrical power using carbon-free, climate resilient technologies, such as small modular nuclear reactor technology.

The Moffat County Commission also understand the importance of gauging local support for this technology through community outreach, collection of public sentiment, comments, and local publications and editorials. These steps, along with estimating the available workforce to support a nuclear facility in this area are critical to the feasibility study findings.

Lastly, and very important to the process, is understanding the political climate as this technology works to determine if a path forward exists for nuclear power generation in NW Colorado. Once a proven safe and efficient nuclear reactor design has been developed and approved by federal and state regulators, such as Idaho National Laboratories; Craig could be an ideal candidate to address the establishment of this reactor design at the Craig Power Station.

On behalf of this effort and financial support provided through RWE Clean Energy – Distributed Clean Energy Development, Moffat County is pleased to support this effort and endorse the GAIN Application for the purpose of generating an SMR Feasibility Study at the Craig Power Station.

Sincerely,

Tony Bohrer, Chairman
Board of County Commissioners

Office of the County Commissioners
1198 West Victory Way, Ste. 104
Craig, CO 81625
(970) 824-5517 Office
Website: www.colorado.gov/moffat

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Quote

JC FENCE LLC.

Jerry R. Cox
PO Box 801
Meeker, CO 81641
970-756-2166
jcfencellc@outlook.com

DATE
9/20/2023

BILL TO

Craig Christian Church
960 W Victory Way
Craig, Co. 81625

CUSTOMER ID

TERMS

Due upon
completion

JOB SITE/ LOCATION:

Craig Christian Church Fence Quote

DESCRIPTION:	QTY	UNIT PRICE	AMOUNT
Install 6 ft white vinyl privacy fence to clients specifications.			
Vinyl Fence			
Materials	900 ft	\$25 per ft	\$22,500.00
Labor	900 ft	\$14 per foot	\$12,600.00
Concrete			\$1,400.00
			\$36,500.00
Install 6ft chainlink residential fence to clients specifications . Braces and corners where needed.			
Chain Link Fence			
Materials	900 ft	\$14 per foot	\$12,600.00
Labor	900 ft	\$12 per foot	\$10,800.00
Concrete			\$900.00
			\$24,300.00
Material cost due upfront and remaining costs due upon completion.			
Prices subject to change on materials due to tax and availability (Material Delivery Fee also maybe applied)			
*Bid Quote is Good for 30 days			
		TOTAL DUE	

PAYMENT TYPE	AMOUNT	CHECK #	PAID DATE

THANK YOU FOR YOUR BUSINESS

If you have any questions about this invoice please contact

• Jerry Cox • Phone: 970-756-2166 • Email: jcfencellc@outlook.com •