

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
221 W Victory Way, Suite 130 Craig, Colorado 81625
(970) 824-5517 (970) 824-9191 fax

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, June 8, 2021

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Approve minutes:

- a) May 25th (pgs 3-5)
- b) 2021-62: Resolution for Transfer of Payroll Warrants (pg 6)
- c) 2021-63: Resolution for Payment of Warrants (pg 7)
- d) Department of Human Services Electronic Transactions for April (pg 8)
- e) Department of Human Services Collaborative Service Agreement with Mind Springs Health (pgs 9-13)
- f) Department of Human Services Core Services Program contracts:
 - Ariel Clinical Services (pgs 14-19)
 - Wendy Nadolny (pg 20)
 - Prather Productions (pg 21)
 - Children's Wellness Center of Colorado (pg 22)
 - Schmidt Polygraph & Consulting (pg 23)
 - Qunico/McNairy County Counseling Center (2) (pgs 24 & 25)
 - Behavioral Health & Wellness (pg 26)
- g) Department of Human Services Core Services Program contract addendum with Behavioral Health & Wellness (pg 27)
- h) Treasurer's Report (pg 28)

Public Comment, General Discussion:

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

BOCC:

- General Discussion & Public Comment



2:55 PM6/4/2021

Staff Reports:

- 1) Office of Development Services – Roy Tipton
 - Request waiving bid process:
 - Public Safety Center parking lot repair (pg 29)
 - Maybell Park bathhouse boiler repair (pg 30)
 - Contract for Design Phase II of new Courthouse

9:00 am

Public Hearing(s):

- 2) County Clerk- Tammy Raschke
 - Liquor License hearing for Maybell Store (pgs 31-60)
- 3) Health Services District – Sam Radke/Paul Wisor (ZOOM)
 - Hearing for proposed Health Services District (pgs 61-75)
- 4) Northwest Colorado Parks & Recreation District – Northwest Colorado Recreation Foundation
 - Hearing for proposed Recreation District (pgs 76-118)

Adjournment

The next scheduled BOCC meeting will be Tuesday, June 22, 2021 - 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://youtu.be/Uy5CqPcPFrA>

OR

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



2:55 PM6/4/2021

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

May 25, 2021

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Jeff Comstock; Rebecca Tyree; Roy Tipton; Dimitar Tzerovski; Vickie Huyser; Jane Morely; Bruce Cummings; Mindy Curtis; Jerry Hoberg; Bruce White; Mardi Anson; Brittany Young; Dan Miller

**Call to Order
Pledge of Allegiance**

Commissioner Broom called the meeting to order

Broom 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)

Approve minutes:

- a) May 11th
- b) 2021-54: Correction to Resolution 2021-47
- c) 2021-55: Resolution for Transfer of Payroll Warrants
- d) 2021-56: Voided Warrants Resolution for the Month of May
- e) 2021-57: Resolution for Payment of Warrants
- f) 2021-58: Payment Cards
- g) 2021-59: Transfer of Intergovernment Funds for the month of May
- h) Liquor License: Chamber of Commerce\Whittle the Wood
- i) Moffat County Public Health Agency contract amendment #5 w/Colorado Department of Public Health & Environment
- j) 2020 National Forest Payment letter
- k) Agreement for Vital Records & Statistics w/NW CO Health
- l) Core Services contract w/Advantage Treatment Centers

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

Public Comments & General Discussion:

Mardi Anson got up to speak about the Draft Horse show the weekend of June 4-6 at the Fairgrounds.

Jayne Morley complimented the park/library caretaker down in Maybell.

Vickie Huyser requested:

- That the water at the Courthouse be turned on so they can plant flowers

- Some maintenance be done to the Frisbee golf course at Loudy-Simpson Park
- **Appoint Northwest Colorado Development Council representative**

Commissioner Villard discussed the newly reformed Northwest Colorado Development Council's regional efforts to identify projects that could be developed if and when Just Transition monies come into play.

Bohrer moved to appoint Commissioner Villard as the Moffat County representative for the Northwest Colorado Development Council. Broom seconded the motion. The motion carried 3-0.

Staff Reports:

Road & Bridge Department – Dan Miller

- Bid recommendation: Pick-Up Trucks (5) (see attached)

Only one bid was received from Victory Motors. Due to the microchip shortage at this time, Miller recommended waiting until October to rebid this, when he is hoping that more bids could be received.

Villard moved to accept Miller's recommendation to postpone the bid process for five pick-up trucks for the Road & Bridge Department. Bohrer seconded the motion. Motion carried 3-0.

Finance Department - Mindy Curtis

- March Financial Statement (see attached)

Curtis hit the high points of financial reporting for the last quarter.

Bohrer moved to accept the **March Financial Statement** as presented. Villard seconded the motion. Motion carried 3-0.

County Attorney – Rebecca Tyree

- Request waiving the bid process for Department of Human Services clients Mental Health Services from:
 - Jacquelyn Adams, Healthy Mind LLC (see attached)
 - Wendy Nadolny, LCSW, LLC (see attached)
 - Behavioral Health & Wellness (see attached)

Tyree presented three Department of Human Services contracts from long-time vendors that are over \$25,000, and according to policy, must be approved by the Board of County Commissioners. All of these vendors have long-time relationships with clients, and because there are not a lot of local providers, it would be in the best interest of the County to approve these contracts.

Bohrer moved to approve waiving the bid process for all three vendors. Villard seconded the motion. Motion carried 3-0.

Planning & Zoning – Jerry Hoberg

- **Resolution 2021-60: Change Land Zoning from Ag to Heavy Industrial for Axial Basin Solar (see attached)**

Hoberg explained that any time there is a zone change, the commissioners have to approve it with a resolution. He also gave a quick overview of the solar project, and explained the reasons for the zoning change.

Villard moved to adopt **Resolution 2021-60** as presented. Bohrer seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:59 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2021-62
 PAYMENT OF PAYROLL WARRANTS
 PAYROLL ENDING 5/29/2021

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:

6/7/2021

FROM FUND:			
General	0010.7000	\$167,157.41	cr
Road & Bridge	0020.7000	\$107,058.26	cr
Landfill	0070.7000	\$9,102.03	cr
Airport	0120.7000	\$1,473.41	cr
Library	0130.7001	\$7,586.67	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$4,176.83	cr
Mo Co Tourism	0320.7000	\$2,288.52	cr
PSC Jail	0072.7000	\$46,818.19	cr
Human Services	0030.7100	\$45,948.38	cr
Public Health	0065.7000	\$12,093.37	cr
SM I	0168.7000	\$2,835.38	cr
SM II	0169.7000	\$3,202.02	cr
TO FUND:			
Warrant	0100.1000	\$409,740.47	dr

Adopted this _____ day of _____ A.D. 2021

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

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

RESOLUTION 2021-63
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2021

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

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

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

FROM FUND:	Check Date:	6/8/2021		
General	110	<u>\$45,958.14</u>	CR	0010.7000
Road & Bridge	200	<u>\$129,494.15</u>	CR	0020.7000
Landfill	240	<u>\$6,736.12</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$121.22</u>	CR	0350.7000
Capital Projects	510	<u>\$50,283.00</u>	CR	0160.7000
Conservation Trust	211	<u>\$750.00</u>	CR	0060.7000
Library	212	<u>\$439.07</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>\$88,965.88</u>	CR	0080.7000
Senior Citizens	215	<u>\$52.80</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210	<u>\$93,422.06</u>	CR	0072.7000
Human Sevices	220	<u>\$37,341.18</u>	CR	0030.7100
Public Health	250	<u>\$907.36</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$853.22</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$757.47</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$196.74</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$3,357.65</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$23,200.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$482,836.06</u>	DR	

Adopted this _____ day of _____ 2021

ELECTRONIC TRANSACTIONS
April 2021

EBT Date	Payroll Reason	Payroll AMT	COWS Asst Pymts	COWS Burials	COWS Other Asst	COWS State Dvrsn	COWS County Dvrsn	AND Asst Pymts	AND Burial	OAP Burial	OAP Asst Pymt	MEDICAID Burials/FMA	LEAP	CHILD CARE	CHILD WELFARE	CASE SERVICES	CORE SERVICES	FOOD STAMPS	Total Distribution	
04/20	LEAP	2,290.16											2,290.16							2,290.16
04/20	Cwelfare	25,744.66													25,744.66					25,744.66
04/20	Core Serv	10,521.00															10,521.00			10,521.00
04/20	Ccare	14,850.60												14,850.60						14,850.60
04/20	Case Serv	0.00																		0.00
04/20	Coio Wks	13,908.60	13,908.60																	13,908.60
04/20	AND	3,646.49						3,646.49												3,646.49
04/20	OAP	11,809.24								11,809.24										11,809.24
04/20	SNAP	326,092.00																326,092.00		326,092.00
TOTALS		408,862.75	13,908.60	0.00	0.00	0.00	0.00	3,646.49	0.00	0.00	11,809.24	0.00	2,290.16	14,950.60	25,744.66	0.00	10,521.00	326,092.00		408,862.75

STATE OF COLORADO)
)SS.
COUNTY OF MOFFAT)

I, Tia Murry, Director - Moffat County DHS, Colorado, herby certify that the payments as herein set forth are authorized federal assistance payments for the month of April 2021, totaling the sum of : \$408,862.75

Date: 5/24/2021

Tia Murry Director

Board of Commissioners, Chairperson _____

**COLLABORATIVE SERVICE
AGREEMENT**

This document serves as a Collaborative Service Agreement between Colorado West Regional Mental Health, Inc., dba **Mind Springs Health, Inc.**, (hereinafter called "**MSH**"), the **Moffat County Department of Human Services**, (hereinafter called "**Department**") and the **Moffat County School District** (hereinafter called "**RE-1**"). This Agreement begins June 1, 2021, regardless of date signed, and continues to May 31, 2022. It is the desire of all parties to this Agreement that this Agreement will be renegotiated on a yearly basis with requirements that meet the changing needs of the agencies involved.

This is an interagency prevention program with the specific purpose of serving at-risk adolescents up to age 18 and preventing out-of-home placement. Students are identified as candidates for this program through an interagency referral process outlined in Appendix B.

A. Colorado West Regional Mental Health, Inc., dba Mind Springs Health, Inc., (MSH), agrees to:

1. Provide one .75 FTE Masters level licensed staff to conduct Day Treatment Mental Health programs to middle school and high school students and their families, or elementary school students, as outlined in the interagency referral process. If a licensed staff is not available to hire, an appropriate non-licensed staff will be considered for the position, with associated cost adjustments. See Appendix A for cost breakdown.
2. Day Treatment Mental Health services will consist of individual, group (if needed) and family sessions for the student and their family on-site, at the school and other locations as needed, which may include home. Maximum caseload, unless otherwise specifically agreed upon between all collaborative partners, will be 10 students enrolled on the therapist's caseload. MSH will provide emergent mental health services, as needed.
3. Participate with the Department and school staff to develop integrated, interagency treatment plans for enrolled students, as well as participation in ongoing multidisciplinary team meetings for enrolled students.
4. Utilize appropriate resources and referrals so that the concerns of the student, family and school staff are managed as quickly, efficiently and effectively as possible. These could include, but are not limited to, specific Department programming, parenting classes, basic family needs, localized resources (i.e., food and housing resources), special needs (i.e., Yampa Valley Autism), educational needs (i.e., Individualized Education Plan support), other appropriate life skills, substance use or parenting supports, Individualized Service and Support Team (ISST) and any other appropriately identified resource.
5. Provide education to teachers and students as needed, as well as work collaboratively with other individuals and agencies that also provide prevention and/or intervention programs for schools and families in Moffat County.
6. Invoice the Department a monthly cost for the .75 FTE Master's level staff based on licensure, education and experience, benefits, travel and cost of living figures. This amount shall be identified based on financial figures in Appendix A, depending on licensure and years of experience to break down. A total 12 month cost will be determined through Appendix A worksheet calculations, then divided by 12 to determine the monthly billing cost.

7. MSH agrees to submit a billing statement by the 5th working day of the month following provision of service. Billing statements must include a unique progress note for each service received by each student and/or their family. MSH acknowledges that billing statements and progress notes must be received within two months of the provision of service and understands that failure to submit a billing statement and/or a progress note in a timely manner will result in forfeiture of payment for services rendered.
8. Continue to give feedback and refine the services offered by MSH's Moffat County office, as well as other collaborative agencies involved, so this preventive program will be a success.
9. Conduct quarterly reviews of the Day Treatment Alternative program caseload and associated billing and Medicaid eligible services, and adjust monthly billing to the Department accordingly. MSH billing adjustments may fluctuate quarterly to ensure Medicaid services and billing compliance and will not exceed the identified 1/12 billing cost to the Department from Appendix A.
10. If MSH has any employees or subcontractors, MSH shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Agreement. By execution of this Agreement, MSH certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that MSH will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.
 - a. MSH shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - ii. Enter into a contract with a subcontractor that fails to certify to MSH that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. MSH has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement through participation in either the E-Verify Program or Department Program.
 - c. MSH shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.
 - d. If MSH obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, MSH shall:
 - e. Notify the subcontractor and the County within three days that MSH has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - f. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that MSH shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- i. MSH shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102 (5), C.R.S.
 - ii. If MSH violates this provision of this Agreement, the Department may terminate the Agreement for a breach of contract. If the Agreement is so terminated, MSH shall be liable for actual and consequential damages to the Department as required by law.
 - iii. The Department will notify the Office of the Secretary of State if MSH violates this provision of this Agreement, and the Department will terminate the Agreement for such breach.
11. **Insurance.** At all times during the term of this Agreement, MSH 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;

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

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, MSH 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 Department and filed with and approved by the Colorado Department of Insurance. **MSH shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to the Department at the time originals of this Agreement, executed by MSH, are delivered to the Department's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to the Department.

B. Moffat County Department of Human Services (Department) agrees to:

- 1. Participate with MSH and Moffat County school staff to develop integrated, interagency treatment plans on active Day Treatment students, as well as participation in ongoing multidisciplinary team meetings for enrolled students.
- 2. Reimburse MSH at a monthly rate pursuant to the financial figures in Appendix A. The monthly amount to be expended pursuant to this Agreement shall not exceed the following:
 - a. \$4,896.33 per month for Master's level, non-licensed therapist at .75 FTE covered through this Agreement.
 - b. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation

set forth herein, which amount shall constitute the contract amount.

3. Continue to give feedback and refine the services offered through this collaborative program, as well as other collaborative agencies involved to support the program's success.
4. Provide one case worker to provide appropriate Department services for each enrolled student's case.

C. Moffat County School District (RE-1) agrees to:

1. Identify a teacher/instructor with a special education and/or at-risk youth background to provide ongoing academic support, communication with MSH and Department staff and participate in multidisciplinary team meetings for enrolled students.
2. Provide a confidential space or room on school grounds for the MSH therapist to meet with enrolled students, as well as a space that can accommodate monthly multidisciplinary meetings or staffings on identified Day Treatment students.
3. Continue to give feedback and refine the services offered through this collaborative program, as well as other collaborative agencies involved, to support the program's success.

D. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the County under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this Agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services were authorized by County and billed by MSH according to Paragraph A.6 above.


E. The parties may receive or create from or on the behalf of each other certain health or medical information ("Protected Health Information" or "PHI" as defined in 45 C.F.R. Section 164.501) in connection with performance of services under this Agreement. Use or disclosure of this PHI is subject to protection under State and federal law including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191("HIPPA"). The parties specifically agree that they will take such action as is necessary, including amending the Agreement in a timely manner, to implement the requirement of HIPPA and other applicable laws relating to the security of confidentiality of PHI.

The remainder of this page intentionally left blank.

F. This Agreement will be renegotiated on a yearly basis between all identified parties. Any party may terminate this agreement upon 30 days written notice.

Michelle Hoy
Executive Vice President-Mental Health Center
Colorado West Regional Mental Health Center, Inc.,
d/b/a Mind Springs Health

Date _____



Tia Murry, Director
Moffat County Department of Human Services

Date 5/13/2021

Donald Broom, Chairperson
Moffat County Board of County Commissioners/
Board of Human Services

Date _____

Moffat County School District Superintendent

Date _____

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2021 – May 31, 2022**

1. THIS CONTRACT, made this _____ day of _____, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Ariel Clinical Services, 2938 North Avenue, Suite G, Grand Junction, CO 81504, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
 - Individual Counseling: \$90.00/hour and \$45.00/half hour
 - Family Counseling: \$105.00/event
 - Court Testimony, authorized preparation time and report writing: \$85.00/hour
 - If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as the missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed Five Thousand dollars and no/100 cents (\$5,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a) To determine child eligibility.
 - b) To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
 - c) To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d) To monitor the provision of contracted service.
 - e) To pay Contractor after timely receipt of billing statements according to paragraph 9(f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - A. Contractor/Consultant shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - (ii) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - (i) Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
- G. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminate the Contract for such breach.

9. Contractor agrees:

- a) Not to assign any provision of this Contract to a subcontractor.
- b) Not to charge clients any fees related to services provided under this Contract.
- c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e) To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f) To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g) To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
 - Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County approval.
 - At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
 - Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i) To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j) To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- k) **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:

in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

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

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

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

10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2021 – May 31, 2022

1. THIS CONTRACT, made this _____ day of _____, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Wendy Nadolny, LCSW, LLC, 11 West Victory Way, Suite 200, Craig, CO 81625, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible individuals and families at a location that shall facilitate the provision of such services. The services are as described in Rule Manual Volume 7, Section 7.303.1, and, if appropriate, the State approved County Core Service Plan.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
 - Individual Counseling: \$125.00/hour and \$62.50/each additional half hour.
 - Family Counseling: \$125.00/hour and \$62.50/each additional half hour.
 - Group Therapy is \$80.00 per/person per group session, with a minimum group fee of \$250.00 per group session. Group limits will be set by the Contractor based on best practice recommendations for the specific group. This will include all prep time for the group. It will not include any necessary follow-up with group members or community partners. Follow-up with group members outside of the scheduled group time and/or communication with community partners, including MCDHS, will be considered Care Co-ordination, see below. If co-facilitation is suggested for better outcomes, this will be addressed with the County. An appropriate co-facilitator will be found. They will be paid in addition to this fee with this provider based on their own contract with the county.
 - Court Testimony, preparation time and report writing: \$150.00/hour.
 - Care Co-ordination: \$35.00/15-minute increments. This will include attendance at meetings and/or time spent communicating/educating/collaborating other parties involved in the case, such as caseworkers, parents, guardians, GAL, school, probation officers, law enforcement, other therapists.

If a client/family does not contact the Contractor to reschedule or cancel at least 24 hours prior to the scheduled appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year. If the client misses more than three times throughout the fiscal year, then the client will be responsible for paying the full fee of the missed appointment before services will resume with the Contractor.

The amount to be expended pursuant to this Agreement shall not exceed seventy thousand dollars and no/100 cents (\$70,000.00). The Moffat County Board of County

PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
LIFE SKILLS SERVICES
June 1, 2021 – May 31, 2022

1. THIS CONTRACT, made this _____ day of _____, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Prather Productions, Box 415, Craig, CO 81626, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide Life Skills Services to an average of 8 children per month at the residence of the child/children or at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.

4. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:

- Life Skills Services at a cost of \$80.00 per hour of service
- "No shows" at \$80.00 per occurrence; up to 4 "no shows" per running year. After 2 "no shows," client, caseworker and contractor shall meet to decide whether to continue and to make new commitments. A "no show" is defined as a client failing to notify Diane Prather that he or she will not be at an appointment at 824-8809 or 756-8808 before 7:00 a.m. on the day of the appointment.
- Report writing at \$80.00 per hour
- Class planning at \$80.00 per hour
- Out of town client visits at \$80.00 per hour with travel time at \$40.00 per hour

The amount to be expended pursuant to this Agreement shall not exceed Twenty-Five Thousand dollars and no/100 cents (\$25,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to**

PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2021 – May 31, 2022

1. THIS CONTRACT, made this _____ day of _____, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Children's Wellness Center of Colorado, PLLC, 12150 East Briarwood Avenue, #202, Centennial, CO 80112, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
 - Mental Health Assessment: \$125.00/hour
 - Mental Health Therapy: \$125.00/hour
 - Trauma Assessment: \$1,900.00/episode
 - Trauma Informed Therapy: \$125.00/hour
 - EMDR Therapy: \$125.00/hour
 - Services are to be provided individually or in a family or group setting.
 - Services will be pro-rated to the nearest quarter hour after a standard, initial 45-60 minute session.
 - If youth or family is eligible for Colorado Medicaid and provided service is Colorado Medicaid eligible, services are paid for by County only until such time that Contractor is approved to bill service cost to Colorado Medicaid.
 - If family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County billing office the same day as the missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed Twenty Five Thousand dollars and no/100 cents (\$25,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
SEXUAL ABUSE TREATMENT SERVICES
June 1, 2021 – May 31, 2022**

1. THIS CONTRACT, made this _____ day of _____, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Schmidt Polygraph and Consulting, LLC, P.O. Box 3716, Eagle, CO 81631, EIN 20-4610746, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
 - Polygraph testing and interpretive reports at the rate of \$250.00 each.

The amount to be expended pursuant to this Agreement shall not exceed One Thousand dollars and no/100 cents (\$1,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

4. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2020 – May 31, 2021**

1. THIS CONTRACT, made this _____ day of _____, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Quinco/McNairy County Counseling Center, 641 East Poplar Avenue, Selmer, TN 38375, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2020, until May 31, 2021, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
 - Intake w/Licensed Practitioner - \$125.00/event
 - Intake w/Unlicensed Practitioner - \$100.00/event
 - Individual Counseling – 45 minutes: \$70.00
 - Individual Counseling – 1 hour: \$95.00
 - If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as the missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed Ten Thousand dollars and no/100 cents (\$10,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
*June 1, 2021 – May 31, 2022***

1. THIS CONTRACT, made this _____ day of _____, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Quinco/McNairy County Counseling Center**, 641 East Poplar Avenue, Selmer, TN 38375, hereinafter called "Contractor."
2. This contract will be effective from **June 1, 2021, until May 31, 2022**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
 - Intake w/Licensed Practitioner - \$125.00/event
 - Intake w/Unlicensed Practitioner - \$100.00/event
 - Individual Counseling – 45 minutes: \$70.00
 - Individual Counseling – 1 hour: \$95.00
 - If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as the missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed **Ten Thousand dollars and no/100 cents (\$10,000.00)**. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any**

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2021 – May 31, 2022**

1. THIS CONTRACT, made this 24 day of May, 2021, by and between the, hereinafter called "County," and Behavioral Health & Wellness, P.O. Box 10700, Grand Junction, CO 81502-5517, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
 - Individual Counseling: \$100.00/hour
 - Family Counseling: \$105.00/event
 - Psychological Exam (Child): \$600.00 per child
 - Psychological Exam (Adult): \$750.00 per adult
 - Neuropsychological Exam: \$1,800.00 per event
 - Parent/Child Interactional: \$100.00 per hour not to exceed \$3,500.00 per family evaluation
 - Court Testimony, authorized preparation time and report writing: \$100.00/hour
 - If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as the missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed Twenty Thousand dollars and no/100 cents (\$20,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
 APRIL 31, 2021 THRU MAY 28, 2021

FUND	BEGINNING BALANCE	REVENUES - CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	DISBURSEMENTS - CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	ENDING BALANCE
GENERAL FUND	16,787,120.97	1,033,926.97	1,713,270.07	15,951.38		87,340.47		-76,001.26	-637,016.18	18,924,592.42
ROAD & BRIDGE FUND	11,594,777.31		388,260.44		103,680.61	6,578.56		-3,228.39	-494,617.55	11,595,450.98
DEPARTMENT OF HUMAN SERVICES	1,341,895.94	59,730.65	83,009.71	922.31		571.59			-141,946.38	1,344,183.82
ACET	222,594.12		48,057.98						-106,752.33	163,899.77
MOFFAT COUNTY LOC MKRT DIST	568,319.70		20,032.07						-55,000.00	533,351.77
CONSERVATION TRUST FUND	146,364.52		18.22					-0.18	-1,221.17	145,161.39
MOFFAT COUNTY PUBLIC HEALTH	455,526.42	21,332.37	65,438.80	328.32					-36,830.15	505,795.76
LANDFILL	984,809.83		60,147.73			38.04		-600.25	-31,871.68	1,012,523.67
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	681,991.14		123,621.68			1,056.66			-160,749.37	645,920.11
COUNTY HEALTH & WELFARE	2,758,302.93		303,353.75			38.04			-169,215.42	2,892,479.30
MEMORIAL REGIONAL HEALTH	301,812.57	159,992.83		2,470.65			-301,812.57			162,463.48
WARRANT FUND - COUNTY	318,468.40					1,910,815.77	-1,804,338.49			424,945.68
SHADOW MTN LOCAL IMPROVE DIST	186,575.98		2,796.04						-9,338.46	180,033.56
AIRPORT FUND	185,496.04		8,378.13						-82.63	185,829.79
PUBLIC LIBRARY	489,132.22		468.85	.49		-419.43			-4.71	464,999.89
COLO NORTHWEST COMM COLLEGE	311,285.91	160,205.38		2,472.31	13,017.48		-311,285.91		-1,626.78	174,068.39
M C SCHOOLS RE#1 - GENERAL	2,825,093.14	1,427,613.87	8,329.36	21,254.69	137,914.20		-4,251,436.70		-3,624.52	165,144.04
CAPITAL PROJECTS FUND	2,039,587.57		253.92							1,995,041.49
PUBLIC SAFETY CENTER - CAP PROJ	532.97		.06							533.03
NC TELECOM ESCROW ACCOUNT	273,341.86		34.03						-716.86	272,659.03
SUNSET #1 SECURITY DEPOSIT	16,730.40		293.66						-496.53	16,527.53
SUNSET MEADOWS #1	524,196.45		35,267.68			84.57			-19,441.68	540,107.02
SUNSET MEADOWS #2	400,639.22		36,397.78			160.94			-23,414.46	413,783.48
SENIOR CITIZENS CENTER - 15	141,605.83		5,809.31			52.80			-16,285.45	131,182.49
SUNSET #2 SECURITY DEPOSIT	16,016.37								-209.44	15,806.93
JAIL LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	508,747.40	269,694.18		4,582.52			-508,747.40			274,276.70
CITY OF CRAIG	313,838.75	105,036.95		7.50	12,887.86	8,866.18	-313,838.75	-2,099.88		124,698.61
TOWN OF DINOSAUR	9,010.58	1,708.93			273.02	379.09	-9,010.58		-34.13	2,326.91
CAPITAL FUND - CITY OF CRAIG	36,930.89	12,360.20		.88	1,516.57		-36,930.89		-247.11	13,630.54
ARTESIA FIRE PROTECTION DISTRICT	15,739.34	1,254.43			332.54		-15,739.34		-62.55	1,524.42
CRAIG RURAL FIRE PROTECTION DIST	236,609.65	102,534.36		41.00	10,415.71		-236,609.65		-5,127.56	107,863.51
MAYBELL IRRIGATION	10,415.85	4,619.89			204.56					15,240.30
MAYBELL SANITATION	97,036.51		1,047.08						-10.47	96,315.82
COLO. RIVER WATER CONSERVATION	49,809.76	26,666.49		193.58	2,166.69		-49,809.76	-1,342.78		27,683.98
YELLOW JACKET CONSERVANCY DIST.	485.42	80.73			59.90		-485.42	-4.03		136.60
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	1,894.70	754.74		408.74			-1,894.70	-58.17		1,105.31
MOFFAT COUNTY TOURISM -LODGING	106,890.80		21,057.61						-16,151.32	111,797.09
INTERNAL SER FUND-CENTRAL-DUP	93,352.01		711.83						-596.57	93,467.27
JUNIPER WATER CONSERVANCY DIST.	37,903.54		.55							37,904.08
HIGH SAVERY WATER DISTRICT	3,184.00		400.00				-3,184.00			400.00
UPPER YAMPA WATER CONSERVANCY	70,424.98	36,306.82		1.02	3,453.53		-70,424.98	-1,815.36		37,946.01
911 FUND	411,069.36		11,047.58			121.22			-423.23	421,814.93
ADVANCE TAXES - REAL ESTATE	0.00									0.00
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	132.36									132.36
COUNTY CLERK'S COLLECTION	389,020.57		405,680.81				-430,643.32			364,058.06
CHECK CHANGE ACCOUNT	0.00		2,509.90				-2,509.90			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		8,984.16				-8,984.16			0.00
PAYROLL EFT TAX PAYMENTS	0.00		266,413.89				-266,413.89			0.00
CRAIG DIST ADVISORY GRAZING BOARD	21,329.72						-21,329.72			0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00		285,922.67				-285,922.67			0.00
SPECIFIC OWNERSHIP	0.00		9,423.32							24,263.85
COUNTY SALES & LEASES	14,840.53		6,709.51						-14,693.69	14,256.55
MOTOR VEHICLE REGIST.	22,240.73									1,520.30
2018 TREASURERS TAX DEED	1,614.78						-94.48			1,520.30
2017 TREASURERS TAX DEED	766.84									766.84
2010 TREASURER'S TAX DEED	3,648.94						-51.38			3,597.56
GRAND TOTALS	46,247,155.82	3,423,819.79	3,923,148.18	48,635.39	285,922.67	2,015,684.50	-8,931,498.66	-95,970.77	-2,015,684.50	44,901,212.42

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 28th Day of May 2021.

Linda Peters
 Linda Peters, Moffat County Treasurer

Examined by Board of the Moffat County Commissioners

Donald Broom
 Chairperson

Tony Bohrer

Melody Villard



2273 River Road
Grand Junction, CO 81505
(970) 243-4900

3794 County Road 109
Glenwood Springs, CO 81601
(970) 704-4800

13124 6175 Road
Montrose, CO 81403
(970) 249-1615

964 CR 63L
Telluride, CO 81435
(970) 728-3775

www.united-gj.com

To:	Moffat County	Contact:	Roy Tipton
Address:	221 W. Victory Way, Suite 250 Craig, CO 81625	Phone:	970-824-9160
Project Name:	Moffat County Public Safety Center	Bid Number:	21040
Project Location:	800 West 1st Street, Craig, CO	Bid Date:	4/1/2021

We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization Asphalt Crew	1.00	EACH	\$3,000.00	\$3,000.00
2	Saw Cut And Remove Asphalt Pavement	1,875.00	SF	\$1.25	\$2,343.75
3	Place 2" Road Base & Grade Prior To Paving	25.00	TON	\$74.00	\$1,850.00
4	4" Asphalt Pavement	1,875.00	SF	\$5.00	\$9,375.00

Total Bid Price: \$16,568.75

Notes:

- This proposal is to become part of the contract documents.
- A minimum of 2% grade is required for all pavement. If the design specifies less than a 2% minimum grade, or the physical character of the site does not allow for a 2% minimum grade, then there is no warranty or guarantee for that pavement.
- If United Companies is asked to pave out of specification, then there is no warranty or guarantee for that pavement.
- Price shown does not include Performance and Payment bond. Add 1% if bond is required.
- This proposal is based on "spec" weather paving and conditions. Paving after the onset of cold weather may require the owner to sign a waiver of warranty.
- Base course work performed by others to be left at paving tolerances (+/- 0.02'). Asphalt overages will be billed to General Contractor.
- Base course and subbase performed by others must be approved by Soils Consultant. If not approved, then there is no warranty or guarantee for that pavement.
- This proposal is based on a site visit with Roy Tipton on 3-23-21
- Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by United Companies
- Scheduling of work will be upon mutual consent between the owner and United Companies.
- Work is scheduled on a first come, first serve in order of receiving a signed quote or contract. United Companies will make our best effort in coordinating with the owner, however, if the project site is not ready for our scope of work when originally scheduled it will be rescheduled at the end of our current backlog at that time.
- This proposal does not include excavation or stabilization of soft areas. If soft conditions are discovered during the work, an engineered pavement section will be needed and upon receipt, a change order proposal will be prepared for authorization prior to proceeding with the work.
- The above price excludes engineering, staking, testing, striping, stormwater management, permits and fees as applicable.
- The tops of manholes will be left at base grade, plated, and referenced prior to asphalt paving. The adjustment of manhole rings to final asphalt grade is not included unless a separate bid item and unit price is offered on the proposal. Manhole rings & covers will be furnished to United Companies, Inc. for the final adjustment.
- The tops of water valves will be left at base grade and referenced prior to asphalt paving. The adjustment of water valve boxes to final asphalt grade is not included unless a separate bid item and unit price is offered on the proposal.
- Prices are valid for 30 days from the date of this proposal.
- Pre-emergent controls many annual grasses and broadleaf weeds as they germinate but does not control established weeds. Russian knapweed, morning glory, alfalfa, etc. require weed killer treatment prior to disturbance of the soil. United Companies' warranty does not include weeds coming through the new asphalt mat.
- The owner agrees to hold United Companies harmless for any increase in drainage flows either onsite or offsite the owner's property, resulting from the installation of any hard surfacing.
- The above prices are valid contingent on the work being performed during the 2021 construction season. In the event that the work described within the signed proposal is not completed within the 2021 construction season, United Companies reserves the right to adjust the prices accordingly.

PROPOSAL



Phone	Date: 2/24/2021
Job Name/Location Maybell Park Shower House 60100-60198 US-40, Maybell, CO 81640	

The following quote is for the installation of a high efficiency Condensing Knight Boiler 285,000 BTU's. Included in the proposal is the option to replace the side arm tank at the same time. This would include CSD-1 controls. These make the installation compliant with state boiler inspections. Either boiler will be filled with a mix of RO water and 30% glycol to help sustain the life of the boiler. Additionally, this boiler is able to modulate gas usage to the building load requirement, meaning it only fires the burner to meet the specific needs of the building for the conditions of the day. This boiler will vent out of the building in a PVC vent. Additionally, we will replace all of the wear items such as the pumps, zone valves, etc.

Includes all materials and labor for completion.

TOTAL-

OPTION A Boiler replacement only- \$15,951.00

OPTION B Boiler replacement and side are replacement- \$18,572.00

*The final bill will reflect any extra cost should electrician services be required for this project.

Pricing does not include permit fee or taxes which will be included in final billing.

****Due to the unpredictable effects of COVID and unforeseeable responses, the material supply chain is unpredictable. We cannot at this time promise concrete timelines or material costs. Quote pricing is based on current material pricing on the date at the heading of the bid. Upon bid acceptance, material orders will be completed and availability and final pricing fluctuation from manufacturers will be communicated for final approval.**

We Propose hereby to furnish material and labor – complete in accordance with the above specification, for the sum of: **\$TBD**

Payment to be made as follows:

All jobs 50% upon acceptance, full payment upon completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Victor Updike
Masterworks Mechanical, Inc.

2/24/2021
Date

Customer Authorized Signature

* This proposal may be withdrawn if not accepted within 30 days*

461 Yampa Avenue Craig Colorado, 81625 (970)824-4840 fax (970)824-7520

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Identogo FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input checked="" type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name <i>Maybell Liquor LLC</i>	Type of License <i>Retail Liquor</i>	Account Number <i>86-2494604</i>		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
Waiver by local ordinance?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>3rd Generation Grocer LLC</i>	Tenant <i>Maybell Liquor LLC</i>	Expires <i>06/30/2026</i>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary				
Last Name <i>3rd Generation Grocer LLC</i>	First Name	Date of Birth	FEIN or SSN <i>47-1271044</i>	Interest/Percentage <i>0%</i>
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/>				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?				
<input type="checkbox"/> <input type="checkbox"/>				
If "yes" a copy of license must be attached.				

Name <i>Maybell Liquor LLC</i>	Type of License <i>Retail Liquor</i>	Account Number <i>86-2494604</i>		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
23. For all on-premises applicants:				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager	First Name of Manager			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant . All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Mary Schminkey	7600 CR 21 Maybell, CO	11061959	Member	100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name <i>Maybell Liquor LLC</i>	Type of License <i>Retail Liquor</i>	Account Number <i>86-3494604</i>
-----------------------------------	---	-------------------------------------

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Mary Schminkey</i>	Printed Name and Title Mary Schminkey	Date 05/03/2021
---	---	---------------------------

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

Date application filed with local authority 5-4-2021	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
--	--

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date **5-21-2021**
- Will conduct inspection upon approval of state licensing authority

- | | | |
|---|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? | Yes | No |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? | | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. | | |
| <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? <i>Na</i> | <input type="checkbox"/> | <input type="checkbox"/> |

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for <i>Moffat County</i>	Telephone Number 970-824-9116	<input type="checkbox"/> Town, City	<input checked="" type="checkbox"/> County
Signature	Print	Title	Date
Signature	Print	Title	Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Mary I Schminkey am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Maybell Liquor LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

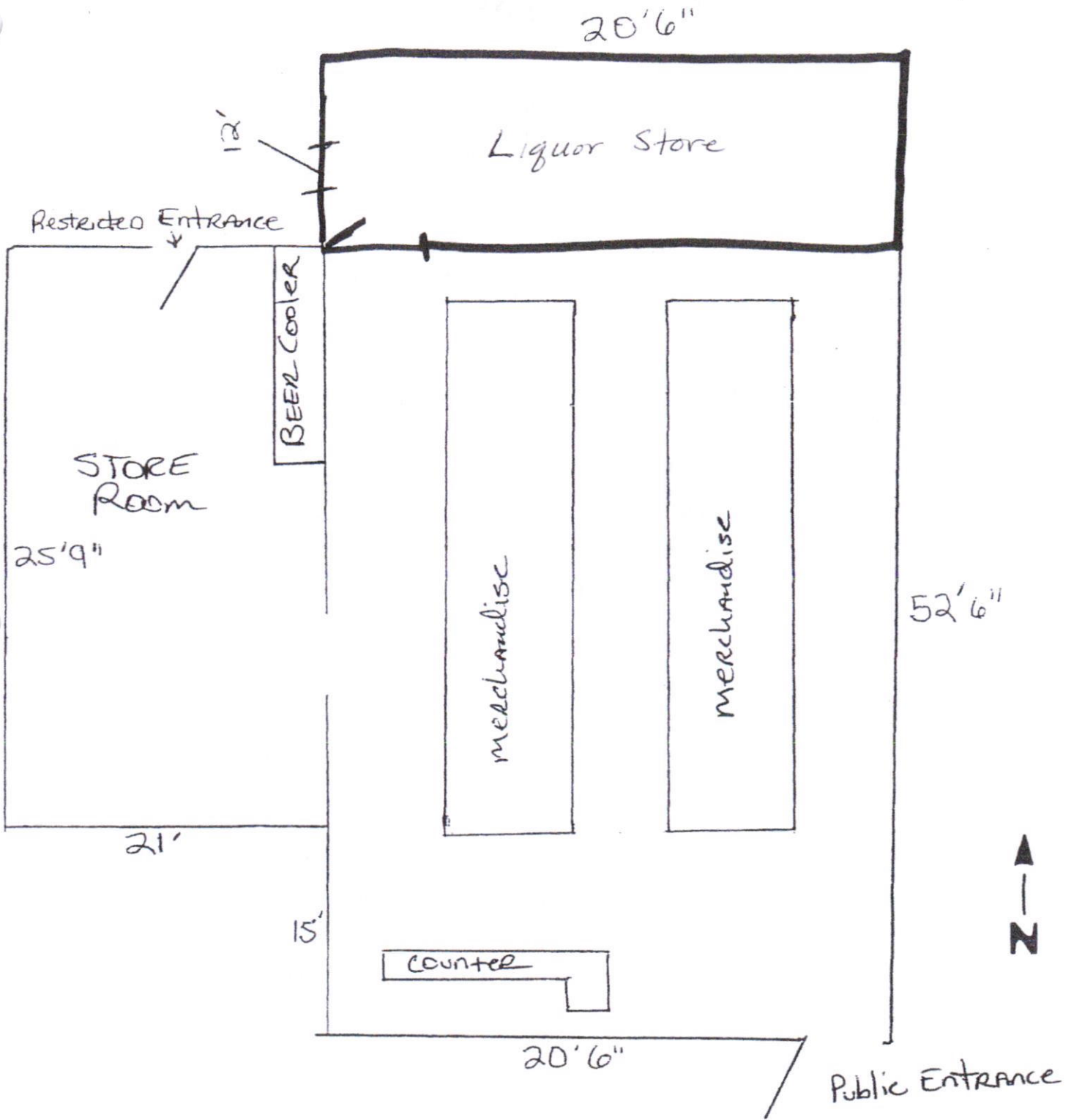
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Maybell Liquor LLC dba Backyard Booz Shop</u>		Social Security Number/Tax Identification Number <u>86-2494604</u>	
Address <u>60311 US 40 Po Box 100</u>			
City <u>Maybell</u>		State <u>CO</u>	Zip <u>81640</u>
Home Phone Number <u>720-434-2340</u>		Business/Work Phone Number <u>970-272-3262</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Mary Schminkey</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Mary Schminkey</u>			Date signed <u>4-26-21</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



HWY 40

MAYBELL STORE
60311 Hwy 40
MAYBELL, CO. 81640

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on April 26 2021 is between:

The **Lessor** is a business entity known as 3rd Generation Grocer LLC with a mailing address of P.O. Box 100, Maybell, Colorado, 81640, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as Maybell Liquor LLC with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described retail space located at 60311 HWY 40, Maybell, Colorado, 81640.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for operation of a Retail Liquor Store..

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on July 1 2021 and expire at Midnight on June 30 2026 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$0.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$0.00 in addition to any late fee.

LATE FEE. The Lessor shall not charge a late payment fee if the rent is not paid on time by the Lessee.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on July 1 2026 and end on July 1 2031 with the Rent to be paid per year with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per year and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessee will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall not have to provide or maintain personal liability or property damage insurance as a lessee.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: Internet, electricity, water/sewer and trash removal

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. There shall not be any parking provided to the Lessee.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be

construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessor shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the building of the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

HVAC MAINTENANCE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System." In addition, the Lessor shall be responsible for all costs associated to the everyday upkeep and maintenance of said HVAC System.

COMMON AREAS. The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to, entry-ways, bathrooms, meeting rooms, and any other space on the Property that is shared by the Lessees or Co-Tenants.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage

of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Colorado. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and

additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Colorado.

NOTICES. Notices shall be addressed to the following:

Lessee: Maybell Liquor LLC
60311 HWY 40, Maybell, Colorado, 81640

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature Mary Schminkey Date 4-26-21
Mary Schminkey, Member of 3rd Generation Grocer LLC

LESSEE SIGNATURE

Signature Mary Schminkey Date 4-26-21
Mary Schminkey, Member

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. **All** questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.**

1. Name of Business Maybell Liquor LLC dba Backyard Booze Shop				
2. Your Full Name (last, first, middle) Schminkey, Mary, Irene			3. List any other names you have used. Bowden, Mary and Smith, Mary	
4. Mailing address (if different from residence) PO Box 100 Maybell, Co 81640				
5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).				
	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	7600 CR 21	Maybell, CO 81640	07/2007	05/2021
Previous				
6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)				
	NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM
	Maybell General Store	60311 US Hy 40 Maybell, CO 81640	owner	08/2014
				05/2021
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
	NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Currently hold Fermented Malt beverage License for 3rd Generation Grocer LLC dba Maybell General store				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 11/06/1959	b. Social Security Number SSN 482883595	c. Place of Birth Phoenix, AZ	d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, State where		f. When	g. Name of District Court
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number
k. Permanent Residence Card Number			
l. Height 5'8"	m. Weight 190	n. Hair Color grey	o. Eye Color green
p. Sex F	q. Race White	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 92-024-4274 Colorado	

14. Financial Information.

a. Total purchase price \$ 0.00 (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ 0.

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ 15,000

c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount
Equipment - Beer Cooler	Loan	\$5000 ⁺
Cash for Inventory	Loan	\$8000 ⁻
Cash for POS and advertising	Loan	\$2000 ⁻

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
3 rd Generation Spices	60311 Hwy 40 PO Box Maybell, Co 81640	8 mo	None	\$15,000

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <i>Mary Jane Schneider</i>	Title owner	Date 7-26-21
--	----------------	-----------------

STANDARD PROMISSORY NOTE

1. THE PARTIES. On May 1 2021, Maybell liquor LLC of P.O. Box 100, MAYBELL, Colorado, 81640 with Mary Schminkey acting as member, referred to as the "Borrower",

HAS RECEIVED AND PROMISES TO PAY:

3rd Generation Grocer LLC of P.O. Box 100, MAYBELL, Colorado, 81640 with Mary Schminkey acting as member, referred to as the "Lender", the sum of \$15,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 0.0 percent (%) per annum, referred to as the "Interest Rate", beginning on May 1 2021 under the following terms and conditions:

2. PAYMENTS. The full balance of this Note, including any accrued interest and late fees, is due and payable on 12/31/2021, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the Due Date and not in violation of any Prepayment Penalties as mentioned in Section 6.

In addition, money that is not paid by the Borrower on-time for any installment will continue to be charged the Interest Rate stated in this Note.

3. SECURITY. There shall be no Security put forth by the Borrower in this promissory note.

4. INTEREST DUE IN THE EVENT OF DEFAULT. In the event the Borrower fails to pay the note in full on the Due Date, the unpaid principal shall accrue interest at the maximum rate allowed by law until the Borrower is no longer in default.

5. ALLOCATION OF PAYMENTS. Payments shall be first credited to any late fees due, then to interest due and any remainder will be credited to principal.

6. PREPAYMENT. Borrower may prepay this Note without penalty.

7. ACCELERATION. If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable.

8. ATTORNEYS' FEES AND COSTS. Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

9. WAIVER OF PRESENTMENTS. Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.

10. NON-WAIVER. No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

11. SEVERABILITY. In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

12. INTEGRATION. There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by a written agreement signed by Borrower and Lender.

13. CONFLICTING TERMS. The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

14. NOTICE. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

15. GUARANTORS. There shall be no person or entity, under the terms of this Note, that shall be responsible for the payment, late fees, and any accrued interest other than the Borrower.

16. EXECUTION. The Borrower executes this Note as a principal and not as a surety. If there is a Co-Signer, the Borrower and Co-Signer shall be jointly and severally liable under this Note.

17. GOVERNING LAW. This note shall be governed under the laws in the State of Colorado.

With my signature below, I affirm that I have read and understand this promissory note.

Borrower's Signature Mary Schminkey
Maybell liquor LLC with Mary Schminkey acting as member

Lender's Signature Mary Schminkey
3rd Generation Grocer LLC with Mary Schminkey acting as member

Articles of Organization for a Limited Liability Company
filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Maybell Liquor LLC

The principal office street address is 60311 HIGHWAY 40
Maybell CO 81640-9769
US

The principal office mailing address is PO Box 100
Maybell CO 81640
US

The name of the registered agent is Mary Schminkey

The registered agent's street address is 7600 CR 21
Maybell CO 81640
US

The registered agent's mailing address is PO Box 100
Maybell CO 81640
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Mary Schminkey
7600 CR 21
Maybell CO 81640
US

Joseph Schminkey
7600 CR 21
Maybell CT 81640
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Mary Schminkey
7600 CR 21
PO BOX 100
Maybell CO 81640
US

Maybell Liquor
LLC

Colorado Secretary of
State

To Whom it May Concern:

May 1, 2021

Please make the following change to Articles of Organization
for Maybell Liquor LLC ID# 20211188446

Removal of member
Joseph Schminkey

Effective immediately.

Mary Schminkey
Registered Agent

[

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Maybell Liquor LLC

is a

Limited Liability Company

formed or registered on 02/24/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211188446 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/16/2021 that have been posted, and by documents delivered to this office electronically through 04/19/2021 @ 11:59:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/19/2021 @ 11:59:05 in accordance with applicable law. This certificate is assigned Confirmation Number 13106876 .



Jena Griswold

Secretary of State of the State of Colorado

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

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Maybell Liquor LLC**

This Single-Member LLC Operating Agreement ("Agreement") represents Maybell Liquor LLC that was formed in the State of Colorado on April 26 2021 ("Company").

Mary Schminkey of P.O. Box 100, 7600 CR 21, Maybell, Colorado, 81640 is recognized as the sole member and owner of the Company ("Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business.

The name of the Company is Maybell Liquor LLC with a principal place of business at 60311 Hwy 40, Maybell, Colorado, 81640. The mailing address shall be P.O. Box 100, Maybell, Colorado, 81640.

2. Registered Agent.

The name of the Registered Agent is Mary Schminkey with a registered office located at 7600 CR 21, P.O. Box 100, Maybell, Colorado, 81640 for the service of process as of April 26 2021 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Colorado.

3. Formation.

The Company was formed on April 26 2021, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Colorado (the "Statutes").

4. Purpose.

The purpose of the Company is to operate a retail liquor store.

5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

The Member shall make a capital contribution to the Company as follows: Remodel of space \$3000.00, display cooler \$5000.00, POS \$1000.00 and start up inventory \$3000.00 The Capital Contribution made by the Member shall not be paid back and was made as consideration for the ownership interest in the Company.

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash, and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities, and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

7. Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. Books, Records, and Tax Returns.

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes, and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records, and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single-member LLC, shall be taxed as a(n) Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Colorado.

Mary Schminkey, as the sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree, or order of a court. The Company is

organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

11. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

12. Dissolution and Liquidation.

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

13. Indemnification.

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this Agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs, and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and

from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

14. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Colorado. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts, all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on April 26 2021.

Signature: Mary Schminkey Date: 4-26-21
Print Name: Mary Schminkey



COLORADO
Bureau of Investigation
Department of Public Safety

Biometric Identification and Records Unit
690 Kipling Street, Suite 4000
Lakewood, CO 80215
303-239-4208

SCHMINKEY, MARY
7600 CR 21
MAYBELL, CO 81640

Date: 05/15/2021 06:38:14(MT)

RE: SCHMINKEY, MARY DOB: 110659 SOC: XXXXX3595

No Colorado Record of arrest has been located based on information provided.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests, which are not supported by fingerprints, will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records (except those allowed per state statute 24-72-703), and juvenile records are not available to the public.

The results attached are based on a name search which may or may not be the subject of this inquiry. This search does not include a fingerprint comparison, which is the only means of positive identification. Since an arrest record may be established after this inquiry, an arrest record is only valid at the time of the current request. To ensure the most current available information in regards to subsequent arrest after an initial inquiry, it is recommended another query be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law, and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
John Camper, Director
Colorado Bureau of Investigation



COLORADO CRIMINAL HISTORY INFORMATION SHEET

1. WHO IS CRIMINAL JUSTICE/LAW ENFORCEMENT?

"Criminal justice agency" means any court with criminal jurisdiction and any agency of the state or of any county, city and county, town, boards of institutions of higher education, school district, special district, judicial district, or law enforcement authority which performs any activity directly relating to the detection or investigation of crime; the apprehension, pretrial release, posttrial release, prosecution, correctional supervision, rehabilitation, evaluation, or treatment of accused persons or criminal offenders; or criminal identification activities or the collection, storage, or dissemination of arrest and criminal records information.

2. DEFINE LAWFUL USE OF THE RECORDS.

Records shall not be used by any person for the purpose of soliciting business for pecuniary gain. The official custodian shall deny any person access to records of official actions and criminal justice records unless such person signs a statement which affirms that such records shall not be used for the direct solicitation of business for pecuniary gain.

3. WHO ARE FINGERPRINT CARD CONTRIBUTORS?

Fingerprint card contributors are "Criminal Justice Agencies," as defined above (#1).

4. WHAT IS A DISPOSITION?

"Disposition" means a decision not to file criminal charges after arrest; the conclusion of criminal proceedings, including conviction, acquittal, or acquittal by reason of insanity; the dismissal, abandonment, or indefinite postponement of criminal proceedings; formal diversion from prosecution; sentencing, correctional supervision, and release from correctional supervision, including terms and conditions thereof; outcome of appellate review of criminal proceedings; or executive clemency.

5. WHERE CAN I GET A DISPOSITION IF IT IS NOT POSTED TO MY CBI RECORD?

You can get copies of your dispositions from www.cocourts.com for a nominal fee. These records are also available from the courts in which you appeared. If your case never went to court, you may be able to get the records from the arresting agency itself (the police department or sheriff's office) or the district attorney's office in the jurisdiction where you were arrested.

6. WHAT JUVENILE RECORDS ARE RELEASED TO THE PUBLIC?

The records of law enforcement officers concerning juveniles, including identifying information, shall be identified as juvenile records and shall not be inspected by or disclosed to the public. The only Juvenile records released to the public are those juveniles that have been charged as adults. DUI and minor traffic violations are also releasable if the juvenile is over 16 years old when the offenses occur. Juvenile registered sex offender records will also be released.

7. WHAT IS A SEALED RECORD AND HOW CAN I GET MY RECORD SEALED?

A sealed record is available only to law enforcement, not to the general public. Any person in interest (party to the case) may petition the District Court to seal records by filing a civil action in the county in which any arrest and/or criminal records are filed. A separate civil case must be filed for each court case record you want sealed, unless both a county court case (F Case) and a district court case (CR case) were established as a result of the same offense. You can obtain information on sealing your record from the State Judicial website, www.courts.state.co.us, or from the courts in which you appeared.

8. WHO DO I CONTACT IF I HAVE A DISPUTE WITH MY RECORD?

Any person in interest who is provided access to any criminal justice records shall have the right to challenge the accuracy and completeness of records to which he has been given access, insofar as they pertain to him, and to request that said records be corrected. You can do a record challenge at CBI (for information on this procedure go to the website, www.cbi.state.co.us/id or call (303) 239-4208. You can also take your dispute directly to the arresting agency.

9. WHAT ARE COURT FILING ON DOCKET ENTRIES?

These entries on the CBI record are displayed electronically on the Colorado criminal history by the State Judicial Department. They are currently posted from district court cases and they are based on the court case number, the arrest number, the last name of the individual, and the arresting agency.

10. WHAT IS DOC INCARCERATION SENTENCE?

DOC Incarceration Sentence is not a new arrest entry on the criminal history. When a person is convicted of a crime and they are sentenced to the Department of Corrections, an entry is made into the criminal history showing the charge the person was convicted of and how long the jail sentence was.

11. WHAT SEX OFFENDER INFORMATION WILL BE RELEASED WITH THE RECORD?

For additional sex offender information please access the Colorado Sex Offender website, www.sor.state.co.us. The results of the CBI record check will show if the person being checked on is currently a registered sex offender. Sex offender charges do not necessarily require a person to register as a sex offender.

12. DOES CBI RELEASE WARRANT INFORMATION? WHAT IS A FUGITIVE OF OTHER JURISDICTION ENTRY?

CBI does not release warrant information to the public. If you know what agency the warrant is out of, you will need to contact that agency for the information. That agency may or may not be able to release the warrant information; depending on their policy regarding the release of such information. The website, www.cocourts.com, may also provide some warrant information. A Fugitive of Other Jurisdiction charge means that the person in question had a warrant out of one law enforcement agency and was arrested by another agency for that warrant. The person does not necessarily have an active warrant out for their arrest.

SERVICE PLAN
FOR
MOFFAT COUNTY HEALTH SERVICE DISTRICT
IN
MOFFAT COUNTY, COLORADO

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	PURPOSE AND ORGANIZATION OF THE DISTRICT	1
III.	DISTRICT SERVICES AND FACILITIES.....	2
IV.	QUALITY ASSURANCE MEASURES.....	3
V.	NEED FOR THE DISTRICT	4
VI.	LOCATION AND BOUNDARIES.....	4
VII.	FINANCIAL INFORMATION	4
VIII.	ARRANGEMENT FOR PERFORMANCE OF SERVICES.....	5
IX.	MODIFICATION OF SERVICE PLAN	5
X.	DISCLOSURE STATEMENT	5

APPENDICES:

EXHIBIT A – Map of District

EXHIBIT B – Financial Plan

EXHIBIT C – MRH Board of Trustees Resolution 2021-1

I. INTRODUCTION

This Service Plan is presented for organization of the Moffat County Health Service District (the "District") pursuant to Article 19, Title 32, Colorado Revised Statutes (C.R.S.) and applicable provisions of the Colorado Special District Act, C.R.S. § 32-1-101, *et seq.* The purpose of the District is to provide dependable emergency medical services and promote community health through a united, county-wide health service district. The District will be located in and throughout Moffat County, Colorado.

Pursuant to C.R.S. § 32-19-106, the following information is included in this Service Plan:

- A. Description of the District facilities to be established, maintained, or operated;
- B. Quality assurance measures;
- C. Financial plan showing how the facilities or services will be financed, including proposed operating revenue from property taxes for the first budget year of the District;
- D. Map of the District boundaries;
- E. General description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the District are compatible with facility and service standards of Moffat County and the municipalities in which the District is located;
- F. General description of the estimated cost of acquiring or leasing land or facilities, engineering services, legal services, administrative services, initial proposed indebtedness and estimated maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the District;
- G. Description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the District and such other political subdivision, including the form of contract to be used, if available; and
- H. Evidence of sufficient existing and projected need for organized facilities and/or services of the District and that the District is capable of providing economical and sufficient services within its boundaries.

II. PURPOSE AND ORGANIZATION OF THE DISTRICT

The purpose of the District is to finance, furnish, maintain, and operate emergency medical facilities and services, including without limitation ambulance services, for the constituents of Moffat County. The District will provide funding and resources for coordinated and timely emergency medical services throughout Moffat County.

The District will be organized pursuant to Article 19, Title 32, C.R.S. and the Special District Act. It will be governed by a five-person board of directors who will be elected at-large. The board of directors may exercise all powers and authorities granted to it by law.

III. DISTRICT SERVICES AND FACILITIES

The District shall have all of the powers and may provide all of the services, facilities, and operations of a health service district as provided in the Special District Act, including without limitation the powers and services provided in C.R.S. §§ 32-1-1001 and -1003, and in Article 19, Title 32, C.R.S. The District shall have the power and authority to contract with other private or governmental entities for the facilities, services, and operations the District is authorized or empowered to provide.

While the District will have the power to provide any and all services which health service districts are authorized by State statute to provide, the initial intention is for the District to focus on medical transportation and emergency medical services. The District will provide for coordinated and stable emergency medical services throughout Moffat County. District funding and partnerships will allow for the expansion of emergency medical services to remote and rural areas of the County, equip ambulances with the tools necessary to respond to a medical emergency, and help ensure long term stability and local control over EMS services in Moffat County.

Currently, emergency medical services are provided through several EMS agencies that exist in the county:

- Community Clinics at Memorial Regional Health d/b/a Memorial Regional Health EMS is housed in the City of Craig and serves the City of Craig and surrounding Moffat County, its service area extending west to Highway 40 at mile marker 75 and to the East at the Routt / Moffat County line. Memorial Regional Health EMS is the busiest agency in the region and responds to about 1900 calls annually in the eastern portion of Moffat County.
- Maybell Volunteer Ambulance is housed in Maybell, Colorado and responds to approximately 40 calls for service annually. Maybell volunteers serve the entire county north / south from Highway 40 mile marker 75 west to mile marker 30 and northwest along Colorado State Highway 318 to the Wyoming and Utah borders.
- Artesia Fire Protection District responds to calls for service in the southwest portion of Moffat County, bordered on the south by Rio Blanco County line to the Yampa River through Dinosaur National Monument to the north. Artesia Fire Protection District does not have transport capabilities and relies on mutual aid ambulance response from the Town of Rangely, Colorado and from Gold Cross Ambulance based in Vernal, Utah.
- Moffat County EMS Reserves were founded in 2015 and report to Moffat County Office of Emergency Management. The reserves are a volunteer group of EMS providers that perform event standby and mutual aid response. The reserve ambulance is housed at Colorado Northwestern Community College (CNCC) and is used in the EMS education program.

Creation of the District will consolidate EMS services and funding streams, improving upon the fragmented services Moffat County currently relies on. Through District funding and partnerships with existing EMS agencies, the District will acquire or share utilization of facilities,

equipment, and personnel and will operate to meet emergency medical service needs throughout the District as described below.

- Craig Division: The District will allocate four ambulances to serve as primary emergency response to the City of Craig and surrounding area. The Craig Division will be staffed with a mix of full-time, part time, and per diem employees with a State of Colorado Emergency Medical Responder, Technician, or Paramedic certification, as appropriate.
- Reserve Division: One ambulance will remain as reserves for the purposes of backup emergency response, co-response with Moffat County Search and Rescue, regional response to wildland fires and requests for mutual aid, miscellaneous event standby, and training. The reserves ambulance will continue to be housed at Colorado Northwestern Community College, as it exists today. The Reserve Division will be staffed with paid and/or volunteer personnel in possession of a State of Colorado Emergency Medical Responder, Technician, or Paramedic certification, as appropriate.
- Maybell Division: Two ambulances will be housed in the community of Maybell and be used for emergency response, as it exists today. The Maybell Division will be staffed with paid and/or volunteer personnel in possession of a State of Colorado Emergency Medical Responder, Technician, or Paramedic certification, as appropriate.
- Artesia Division: Two ambulances will be housed within the Town of Dinosaur and used for emergency response. The Artesia Division will be staffed with paid and/or volunteer personnel in possession of a State of Colorado Emergency Medical Responder, Technician, or Paramedic certification, as appropriate.

In addition to the above services, Moffat County Health Service District will pursue, establish, and maintain training center status in accordance with the State of Colorado Department of Public Health and Environment. Training center status ensures the District provides validated and quality continuing education to employees and volunteers of the District. Training aids, supplies and materials will be shared and available to all employees and volunteers of the District.

Over time, as determined by the District Board of Directors, the District may acquire additional ambulances or equipment or build additional facilities to house equipment and ambulances and further aid in the provision of emergency medical services by the District. The District will ensure that any facilities or improvements constructed by the District are designed and constructed in accordance with applicable standards and specifications of Moffat County or of any municipality in which such facilities or improvements are located, as applicable, and that it obtains applicable permits for such construction.

IV. QUALITY ASSURANCE MEASURES

In its operations, the District will strive to comply with applicable Federal, State of Colorado, regional, and local laws and regulations pertaining to EMS and ambulance responses. District ambulances will be licensed in accordance with Moffat County ambulance licensing regulations through Moffat County EMS Council. District employees and volunteers will be

certified or licensed in accordance with the requirements of the State of Colorado Department of Public Health and Environment. Additionally, the District will pursue, establish, and maintain training center status in accordance with the State of Colorado Department of Public Health and Environment. Training center status ensures the District provides validated and quality continuing education to employees and volunteers of the District.

V. NEED FOR THE DISTRICT

While the District will have the power to provide any and all services which health service districts are authorized by State statute to provide, the current intention is for the District to focus on medical transportation and emergency medical services to all of Moffat County. Moffat County is geographically large, comprising 4751 square miles and having a 2019 population of 13,283 people. There is an existing and projected need for ambulance and emergency medical services throughout Moffat County's geographic area: Memorial Regional Health EMS responds to nearly 2000 calls for service annually; Maybell Volunteer Ambulance and Artesia Fire Protection District each respond to roughly 40 calls for service annually; and call volumes have increased on average 4.4% annually since 2010.

Existing emergency medical services in Moffat County are inadequate to meet those needs. Current emergency medical services are provided in a fragmented fashion by several EMS agencies with varying levels of funding and service. EMS departments operate at a significant financial loss to Memorial Regional Health and Moffat County. There is currently no ambulance service in the Town of Dinosaur, and there is a limited pool of qualified volunteers across the County. Based on a 2014 study by the Colorado Emergency Medical Trauma and Advisory Council, a single, county-wide EMS agency is the ideal model to deliver EMS in Moffat County.

A single District is needed to provide governance and public funding for coordinated, stable, and reliable emergency medical response services to the community of Moffat County. District funding and partnerships will provide for the expansion of emergency medical services to remote and rural areas of the County where services are currently lacking, will equip ambulances with the tools necessary to respond to a medical emergency, and will help ensure long term stability and local control over EMS services in Moffat County, all in an economical manner.

VI. LOCATION AND BOUNDARIES

The District will consist of the entire County of Moffat, its boundaries being the same as the County's boundaries. Moffat County comprises 4751 square miles and is situated in the northwest corner of Colorado. A map of the District is attached hereto as Exhibit A.

VII. FINANCIAL INFORMATION

A financial plan including an operating budget for the fiscal year 2022 and a ten-year forecast model through 2032 is attached to this Service Plan as Exhibit B and incorporated herein by reference (the "Financial Plan"). The Financial Plan demonstrates that the District is capable of providing economical and sufficient services within its boundaries.

The operating budget of the Financial Plan projects first year operating costs will total approximately \$1,175,000. Revenue sources under the plan include billing insurance carriers and patients for EMS services (estimated to cover 34% of operating costs) and property taxes collected from an operating mill levy to be levied by the District (covering the remaining 66% of operating costs). The Financial Plan projects that a mill levy of up to 2.5 mills will produce revenue sufficient to support operation of District.

The District currently does not have plans to construct any facilities, but the Financial Plan includes a contingency for acquisition of major equipment (such as ambulances) or building lease/acquisition if deemed appropriate by the District Board of Directors. By resolution, Memorial Regional Health has committed to provide five ambulances and other equipment to the District upon its formation, which will help alleviate the District's up-front facilities/equipment acquisition costs. (See MRH Board of Trustees Resolution No. 2021-1 included in Exhibit C.) The District also intends to pursue other funding partnerships and capital grants, but the Financial Plan does not assume or rely on any income from such sources.

VIII. ARRANGEMENT FOR PERFORMANCE OF SERVICES

The District intends to partner with Memorial Regional Health for the provision of support services and use of facilities. Specifically, the District will pursue an intergovernmental agreement with Memorial Regional Health whereby MRH will provide support services (*e.g.*, human resources functions, accounting services, and computer system IT services) and use of facilities (District EMS offices, sleeping quarters, and ambulance bays would be housed at Memorial Regional Health) to the District for a monthly fee. Additionally, as noted above, Memorial Regional Health has committed by resolution to supply ambulances and equipment to the District upon its approval/formation. The District may also partner with other agencies or organizations, as available and deemed appropriate by the Board of Directors, to support EMS services throughout the District.

IX. MODIFICATION OF SERVICE PLAN

Pursuant to C.R.S. § 32-1-207, the District shall obtain the approval of Moffat County before making any material modifications to this Service Plan. Material modifications include modifications of a basic or essential nature, including but not limited to: any addition to the types of services provided by the District; a decrease in the level of services; a decrease in the financial ability of the District to discharge the existing or proposed indebtedness; or a decrease in the existing or projected need for organized service in the area. Inclusion of property that is located in a county or municipality with no other territory within the District may constitute a material modification of the Service Plan.

X. DISCLOSURE STATEMENT

Upon formation, the District shall record with the Moffat County Clerk and Recorder a special district disclosure statement containing the information required by C.R.S. § 32-1-104.8 and map of the District's boundaries.

EXHIBIT A
Map of District

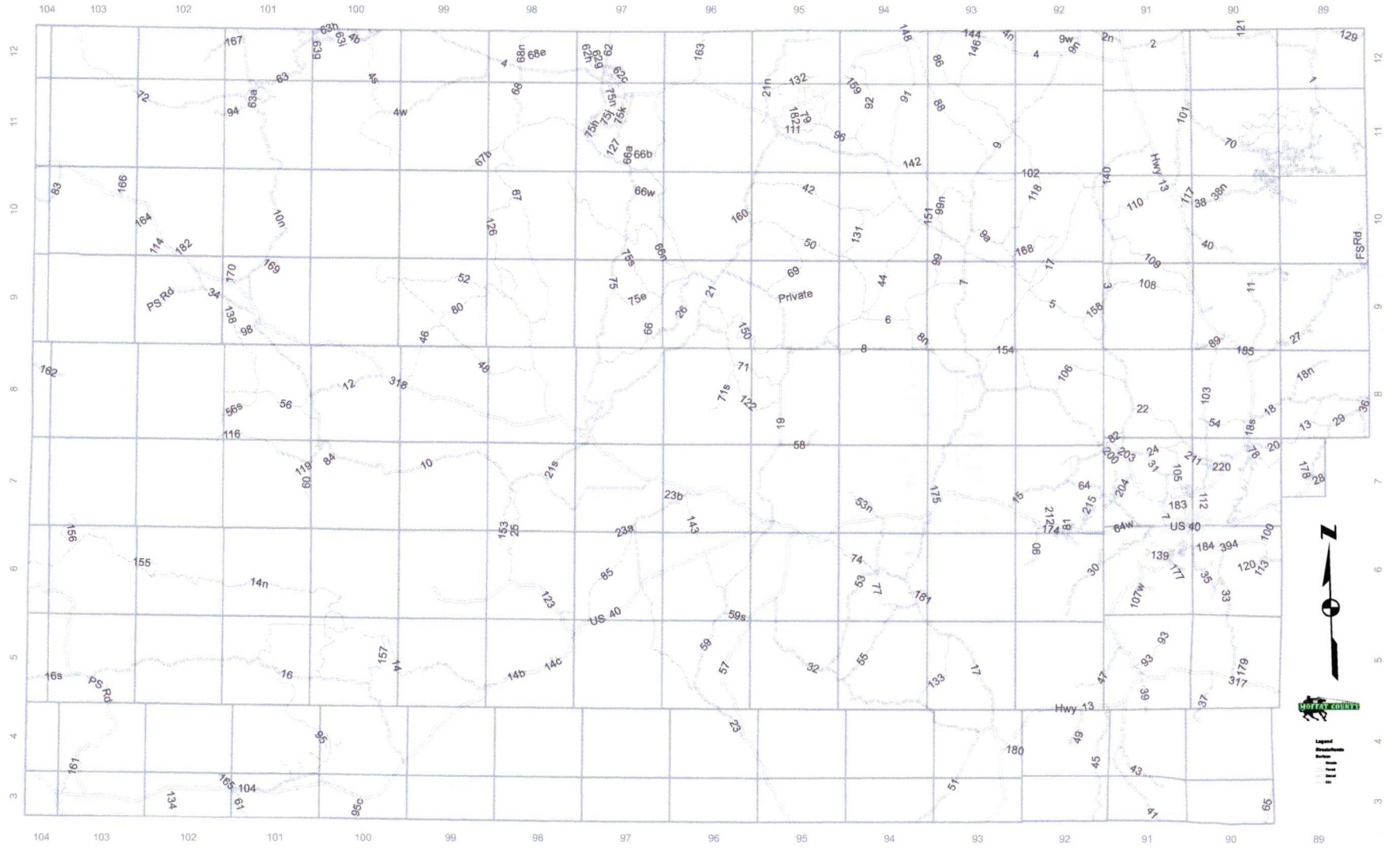


EXHIBIT B
Financial Plan

Proposed Moffat County Health Service District**

Proposed Revenues and Expenses

Proposed Budget Year December 31, 2022

1	Acute Run Volume**	1,875
2	Revenue Gross Charges	\$1,010,000
3	Revenue Deductions (contractual discounts and Bad Debts)	\$ (605,000)
4	Net Patient Revenue	<u>\$405,000</u>
5	Salaries & Wages	\$680,000 - 12
6	Benefits	\$165,000
7	Purchased Services	\$48,000
8	Medical Supplies	\$108,000
9	Minor Equipment	\$10,000
10	Utilites	\$15,000
11	Repairs / Maintenance	\$30,000
12	Lease / Rentals	\$10,000
13	Insurance	\$25,000
14	Travel & Education	\$5,000
15	License & Dues	\$16,000
16	Miscellaneous	\$15,000
17	MRH Support Services (HR, Accounting, IT services)	<u>\$48,000</u>
18	Total Operating Expenses	<u>\$1,175,000</u>
19	Operating Income (Loss)	<u>\$ (770,000)</u>

** Based upon consolidated services of:
EMS of MRH, Maybell, Reserves and Artesia. ?

Proposed Property Tax Support

Moffat County Assessed Valuation:	\$ 430,546,790
One Mill	0.001
Tax Revenue per Mill	<u>\$ 430,547</u>
Tax Revenue for 2.5 Mills	<u>\$ 1,076,367</u>
Average Household will pay (per year).....	<u>\$ 35.75</u>

Moffat County Health Service District
Proposed Ten Year Cash Forecast
 Ten years Ended 2031

Source of Funds	A 2022	B 2023	C 2024	D 2025	E 2026	F 2027	G 2028	H 2029	J 2030	K 2031
1 County Assessed Valuation (Note #1)	\$ 430,546,790	\$ 430,546,790	\$ 430,546,790	\$ 430,546,790	\$ 399,547,422	\$ 368,548,054	\$ 337,548,686	\$ 306,549,318	\$ 275,549,950	\$ 275,549,950
2 Assessed Mills	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5
3 EMS Tax Revenue	\$ 1,076,367	\$ 1,076,367	\$ 1,076,367	\$ 1,076,367	\$ 998,869	\$ 921,370	\$ 843,872	\$ 766,373	\$ 688,875	\$ 688,875
4 Net Patient Revenues (Note #2)	\$ 405,000	\$ 421,200	\$ 438,048	\$ 455,570	\$ 473,793	\$ 492,744	\$ 512,454	\$ 532,952	\$ 554,270	\$ 576,441
5 Total Source of Funds	\$ 1,481,367	\$ 1,497,567	\$ 1,514,415	\$ 1,531,937	\$ 1,472,661	\$ 1,414,115	\$ 1,356,326	\$ 1,299,326	\$ 1,243,145	\$ 1,265,316

Use of Funds	A 2022	B 2023	C 2024	D 2025	E 2026	F 2027	G 2028	H 2029	J 2030	K 2031
6 Operations: Salaries & Benefits (Note #3, #4)	\$ 845,000	\$ 862,745	\$ 880,863	\$ 899,361	\$ 918,247	\$ 937,531	\$ 957,219	\$ 877,320	\$ 895,744	\$ 914,555
7 Medical supplies & Purchased Services	\$ 166,000	\$ 169,486	\$ 173,045	\$ 176,679	\$ 180,389	\$ 184,178	\$ 188,045	\$ 191,994	\$ 196,026	\$ 200,143
8 Utilities/Repairs/Insurance/Licenses	\$ 86,000	\$ 87,806	\$ 89,650	\$ 91,533	\$ 93,455	\$ 95,417	\$ 97,421	\$ 99,467	\$ 101,556	\$ 103,688
9 Support Services & Other Expenses	\$ 78,000	\$ 79,638	\$ 81,310	\$ 83,018	\$ 84,761	\$ 86,541	\$ 88,359	\$ 90,214	\$ 92,109	\$ 94,043
10 Total Operational Expenses	\$ 1,175,000	\$ 1,199,675	\$ 1,224,868	\$ 1,250,590	\$ 1,276,853	\$ 1,303,667	\$ 1,331,044	\$ 1,258,996	\$ 1,285,435	\$ 1,312,429
11 Contingency--building lease/major equipment (Note #5)	\$ 85,000	\$ 86,785	\$ 88,607	\$ 90,468	\$ 92,368	\$ 94,308	\$ 96,288	\$ 98,310	\$ 100,375	\$ 102,483
12 Total Use Funds	\$ 1,260,000	\$ 1,286,460	\$ 1,313,476	\$ 1,341,059	\$ 1,369,221	\$ 1,397,975	\$ 1,427,332	\$ 1,357,306	\$ 1,385,809	\$ 1,414,911
13 Annual Cash Excess (Shortage)	\$ 221,367	\$ 211,107	\$ 200,939	\$ 190,878	\$ 103,440	\$ 16,140	\$ (71,006)	\$ (57,980)	\$ (142,664)	\$ (149,595)

Cash Balances	A 2022	B 2023	C 2024	D 2025	E 2026	F 2027	G 2028	H 2029	J 2030	K 2031
14 Beginning Cash Balance	\$ 1	\$ 221,368	\$ 432,475	\$ 633,414	\$ 824,293	\$ 927,733	\$ 943,873	\$ 872,867	\$ 814,887	\$ 672,223
15 Ending Cash Balance	\$ 221,368	\$ 432,475	\$ 633,414	\$ 824,293	\$ 927,733	\$ 943,873	\$ 872,867	\$ 814,887	\$ 672,223	\$ 522,627

Comments/Notes:

- #1 County Assessed Valuations includes a \$93,000,000 reduction over a three year period, beginning in 2027 for anticipated reductions caused by the closure of power plant and mine.
- #2 CPI for patient prices is projected annually at..... 4.00%
- #3 CPI for operational costs is projected annually at..... 2.10%
- #4 Salaries and Benefits includes a \$100,000 reduction in year 2029 based on assumption of lower run volumes, due to lower patient volumes.
- #5 Contingency for capital needs assumes no external sources (grants or contribution) of funding for the ten year period. Applicant DOES intend to apply for capital grants whenever available).

EXHIBIT C

MRH Board of Trustees Resolution 2021-1

BOARD OF TRUSTEES OF MEMORIAL REGIONAL HEALTH

RESOLUTION 2021 – 1

Approving a Resolution Adopting the Transition of Emergency Medical Services (EMS) in Moffat County

Whereas, The Memorial Hospital, doing business as Memorial Regional Health, (MRH) is a rural county hospital as defined by Colorado Revised Statute Section 25-3-301, et. seq.;

Whereas, the Board of Trustees (BOT) for MRH is a duly and regularly created, established, organized and existing public hospital board created by Moffat County, Colorado, pursuant to Title 25, Article 3, Part 3, C.R.S. (Hospital Act) and existing as such under and pursuant to the constitution and laws of the State of Colorado;

Whereas, the BOT supports the goal of providing a sustainable EMS for Moffat County as a community priority;

Whereas, the BOT acknowledges that every governmental entity within the City of Craig and Moffat County, including MRH, has attempted historically to provide the delivery of EMS, and have separately been unable to financially sustain EMS indefinitely;

Whereas, the BOT also acknowledges that the current EMS delivery model is not sustainable as MRH continues to fund in excess of \$750,000.00 annually through its closely held 501c3 Corporation Community Clinics while at the same time providing fragmented EMS in Moffat County.

Whereas, the BOT supports the creation of a special EMS district and independent governing board separate from and without any competing interests with MRH, along with dedicated financial resources to operate an on-going and coordinated service in Moffat County;

Whereas, the BOT recognizes that if Moffat County voters successfully establish the special district, MRH should review and commit to a formal recommendation to the Board of Directors, Community Clinics at MRH, (Community Clinics) that it transfer 100% of its EMS assets to the new special district without cost, subject to any binding transfer restrictions MRH or Community Clinics may have (e.g., former grants, etc.). These assets would include five (5) ambulances, significant capital, and minor equipment. The estimated contribution from the entities to the new district in fixed assets and minor equipment is approximately \$965,594.55 based on March 2021 financial reporting;

Whereas, the BOT acknowledges that MRH will therefore no longer provide the management assistance and financial support of EMS in Moffat County; and

Whereas, the BOT understands that MRH should independently provide notice to the community that it will cease providing EMS on a future date not yet determined, providing completion of the appropriate legal notice to the Moffat County Board of County Commissioners and other government stakeholders.


Therefore, it is resolved by the Board of Trustees of Memorial Regional Health that:

1. The current EMS delivery model is not sustainable as MRH continues to fund at a loss in excess of \$750,000.00 annually to support, while at the same time providing fragmented EMS in Moffat County;
2. MRH supports the creation of an independent governing board and special EMS district with dedicated financial resources to operate an on-going and coordinated service in Moffat County;
3. MRH shall both review and commit to a formal recommendation to the Board of Directors, Community Clinics at MRH, (Community Clinics) that it transfer 100% of its EMS assets to the new district without cost, subject to any binding transfer restrictions MRH may have (e.g., former grants, etc.). These assets would include five (5) ambulances, significant capital, and minor equipment. The estimated contribution from both entities to the new district in fixed assets and minor equipment is approximately \$965,594.55 based on March 2021 financial reporting;

4. MRH shall cease to provide EMS funding, management assistance and financial support in Moffat County; and
5. MRH shall independently provide notice to the community that it will cease providing EMS funding on a future date not yet determined, providing completion of the appropriate legal notice to the Moffat County Board of County Commissioners and other government stakeholders.

Adopted this 25th day of March, 2021.

Board of Trustees of Memorial Regional Health

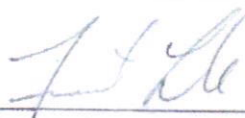


Kelly Hepworth, Chair

Approved: March 25, 2021

Secretary's Certification

I, Forrest Luke, Secretary of The Memorial Hospital, doing business as Memorial Regional Health, hereby authenticate and certify that the preceding Resolution was duly approved by the Board of Trustees at a duly called meeting of the Trustees on March 25, 2021 at which a quorum was present, and this Resolution and the approval thereof has been duly entered into the minutes of The Memorial Hospital, doing business as Memorial Regional Health.

By: 

Forrest Luke, Secretary

Date: March 25, 2021

Secretary, The Memorial Hospital, doing business as Memorial Regional Health

SERVICE PLAN
FOR
NORTHWEST COLORADO PARKS AND RECREATION DISTRICT
IN
MOFFAT COUNTY, COLORADO

TABLE OF CONTENTS

I. INTRODUCTION..... 1

II. PURPOSE AND ORGANIZATION OF THE DISTRICT 1

III. DISTRICT SERVICES AND FACILITIES.....2

IV. NEED FOR THE DISTRICT2

V. LOCATION AND BOUNDARIES.....3

VI. POPULATION AND ASSESSED VALUATION.....3

VII. FINANCIAL INFORMATION4

VIII. MODIFICATION OF SERVICE PLAN5

IX. DISCLOSURE STATEMENT6

APPENDICES:

- EXHIBIT A – Recreation Center Preliminary Design
- EXHIBIT B – Boundary Map and Excluded Parcels
- EXHIBIT C – Operation and Maintenance Budget
- EXHIBIT D – Financial Plan

I. INTRODUCTION

This Service Plan is presented for organization of a park and recreation district pursuant to the Colorado Special District Act, C.R.S. § 32-1-101, *et seq.*, named the Northwest Colorado Parks and Recreation District (the “District”). The purpose of the District is to finance, construct, and operate a recreation and aquatic center and to acquire, develop, and manage other park and recreation facilities and programs as may be approved by the District’s board of directors. The District will be located in portions of Moffat County, including the City of Craig.

Pursuant to C.R.S. § 32-1-202, the following information is included in this Service Plan:

- A. Description of the District services;
- B. Financial plan showing how the services will be financed, including proposed operating revenue derived from property taxes for the first budget year of the District and proposed indebtedness and debt schedule of the District;
- C. Preliminary engineering or architectural survey showing how the services will be provided;
- D. Map of the District boundaries and estimate of population and valuation for assessment of the District;
- E. General description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the District are compatible with facility and service standards of Moffat County, the City of Craig, and any other municipalities or special districts which are interested parties pursuant to C.R.S. § 32-1-204(1);
- F. General description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated maximum interest rates and discounts, and other major expenses of organization and initial operation of the District; and
- G. Documentation of support of the City of Craig.

II. PURPOSE AND ORGANIZATION OF THE DISTRICT

The purpose of the District is to finance, construct, and operate a recreation and aquatic center (the “Recreation Center”) on property located in or near the City of Craig and to acquire, develop, and manage other park and recreation facilities and programs within the District as may be approved by the District’s board of directors. The District will create a gathering space and opportunities for the community to participate in year-round recreation, sports, swimming, health and fitness, and other activities and programs such as day camps for children, sports clinics, swimming lessons, and dance classes.

The District will be organized pursuant to the Special District Act. It will be managed by a five-person board of directors who will be elected at-large. The board of directors may exercise all powers and authorities granted to it by law.

III. DISTRICT SERVICES AND FACILITIES

The District shall have all of the powers and may provide all of the services and facilities/improvements of a park and recreation district as provided in the Special District Act, including without limitation the powers and services provided in C.R.S. §§ 32-1-1001 and -1005. The District shall have the power and authority to contract with other private or governmental entities to provide any or all of the public improvements and services the District is authorized or empowered to provide.

Initially, the District is proposed for the financing, construction, and operation of the Recreation Center for the use and benefit of District residents and other constituents. The Recreation Center will include a gymnasium, indoor swimming pools, fitness rooms and equipment, community gathering spaces, and other facilities. Operation services for the Recreation Center include staffing, community rooms and rentals, and recreational programming and equipment. Recreation Center program services may include:

- Aquatics – swim lessons, lifeguard training, water exercise, and recreational swimming
- Day Camps – summer/spring break/winter break day camps for school children, sports camps, and dance camps
- Sports – youth and adult sports leagues and clinics, such as basketball or volleyball, and introductory sports clinics
- Teen Center – after school, weekend, and summer activities for teens; teen nights, educational and vocational opportunities
- Health and Wellness – cardiovascular and weight-training equipment and fitness classes (aerobics, yoga, Pilates, spin classes, etc.)
- Art/Dance – youth and adults dance classes and youth art programs
- Senior Social Center – senior activities and programming

Preliminary site location and architectural renderings of the Recreation Center, attached hereto as Exhibit A, provide a vision for the District’s facilities and services that may be provided. The District shall ensure that the Recreation Center and any other District improvements are designed and constructed in accordance with applicable standards and specifications of the City of Craig or Moffat County, as applicable, and that it obtains applicable permits for such construction.

After development and implementation of the Recreation Center and associated services, the District may acquire or develop and operate other park and recreation facilities as may be approved by the District’s board of directors – such as parks, playgrounds, and ballfields – to further the District’s purposes.

IV. NEED FOR THE DISTRICT

There currently is no public recreation center with gymnasium, fitness facilities and equipment, and indoor swimming pools serving the District’s community. Children and families

of the District need public recreation facilities – an indoor center where they can swim, engage in sport, exercise, or attend classes or programs year-round – for the health, safety, and well-being of the community. According to 2019 U.S. Census Bureau estimates, persons under the age of 18 make up approximately 25% of the population of Moffat County.

In particular, the community needs a public indoor swimming facility that can be used on a year-round basis. The City of Craig operates a public outdoor swimming pool, but that is only open from Memorial Day to Labor Day. The school district used to operate an indoor swimming pool, but it closed-down in 2018 and has not operated since. Without a public indoor swimming pool, our community’s swim teams, senior citizens, and others must travel 50 miles to Meeker for their swim practices or exercise at least nine months out of the year. The District’s Recreation Center will be located in or near the City of Craig. As the population center of Moffat County and the District, this location provides convenient access to the Recreation Center by a majority of the District’s residents.

Currently, no other governmental entities located in the vicinity of the District, including the City of Craig or Moffat County, consider it desirable, feasible, or practicable to undertake the planning, financing, acquisition, construction, and operation of a recreation center – including gymnasium, fitness facilities and equipment, and indoor swimming pools – for the community. Formation of the District is therefore necessary for the public funding and financing required for the construction and operation of the Recreation Center in the most economical manner possible.

V. LOCATION AND BOUNDARIES

The District will be located entirely within Moffat County, generally consisting of slightly more than the eastern half of the county, and including the City of Craig. The boundaries of the District are identified on the map attached hereto as Exhibit B.

Notwithstanding the District’s boundaries identified on Exhibit B, pursuant to C.R.S. § 32-1-307(1), no parcel of land consisting of 40 or more acres zoned and used primarily for agricultural uses shall be included within the District without the prior written consent of the owners of such parcels. Parcels of land within the District’s boundaries that are eligible for such exclusion are shaded in green on Exhibit B (the “Excluded Parcels”). Any owner consents to inclusion of an Excluded Parcel within the District will be presented to the Board of County Commissioners at the public hearing for this Service Plan. Pursuant to C.R.S. § 32-1-307(2), if the use or zoning of any Excluded Parcels is changed from agricultural use or zoning to another use or zoning designation, such parcels and the personal property thereon shall no longer be excluded from the District and shall be subject to all obligations, liens, or charges of the District on and after January 1st of the year following such change in use or zoning.

VI. POPULATION AND ASSESSED VALUATION

Not all Moffat County residents will be located within the District, but the District will encompass the most populated region of Moffat County, including the City of Craig. According to the U.S. Census Bureau, the 2019 estimated population of Moffat County is 13,283 people.

Accounting for areas of the county that will not be included within the District, the District's estimated population is 10,000 people.

The current assessed valuation of property included within the District is \$299,301,429.60. With the anticipated closure of Tri-State's coal-fired power plant located in Craig, the District's preliminary debt service levy projects declining property valuations for the first 10 years of debt service, followed by steadily increasing assessed valuations over the remaining 20-year repayment period. As shown in the Financial Plan (discussed below), even with declining valuations, the assessed value of property within the District is expected to be sufficient to discharge the District's general obligation debt.

VII. FINANCIAL INFORMATION

A. Estimated Costs of Recreation Center Services and Improvements

Upon formation and financing approval, the District will have an initial investment in the acquisition, design, and construction of the Recreation Center facility. Estimated costs of the Recreation Center improvements are as follows:

Building:

Direct construction cost:	\$18,200,000
Estimated building soft costs*:	\$4,730,000

Site:

Land acquisition cost:	\$200,000
Direct construction cost:	\$1,950,000
Estimated site soft costs*:	\$350,000

Total estimated project cost: \$25,430,000

* Soft costs include: design and engineering fees; surveys, reports, entitlements, testing and inspection; development fees for utilities, tap fees, and review fees; and fixtures, furnishings, and equipment; and contingency for design, estimating, owner items, and construction.

Following construction of the Recreation Center, the District will have ongoing costs and expenses of ownership, operation, and maintenance of the facility and programs. A detailed, multi-year operation and maintenance budget estimate for the Recreation Center and programs is attached as Exhibit C (the "O&M Budget"). The initial O&M Budget projects first year operational costs will total approximately \$1,686,729. Personnel costs are projected to be the largest operating cost, at approximately \$1,125,669 (67%). Services – including District programs, facility maintenance, utilities, etc. – are estimated to be \$422,660 (25%). Finally, commodities – including supplies, training, insurance, etc. – are estimated to be \$138,400 (8%). (See Exhibit C, O&M Budget.)

The District will charge fees for use of the Recreation Center and programs, which will generate revenue for the District. Examples include: facility use passes (annual, day, family, punch passes, etc.); room or facility rentals; and lessons, leagues, tournaments, or clinics. Revenue forecasts and assumptions are contained in the O&M Budget, and are estimated to be \$904,250 in the first year of operations. Factored with the estimated operating costs, the projected cost to the District of operating the Recreation Center in the first year is estimated to be a net cost of \$782,479. (See Exhibit C, O&M Budget.)

B. Funding of District Services and Improvements

The District will impose a mill levy on taxable property within the District as the primary source of revenue to finance construction of improvements and fund District operations, including the Recreation Center. A preliminary financial plan projecting how the improvements and services will be financed, including proposed operating revenue derived from property taxes and proposed indebtedness and debt schedule, is attached hereto as Exhibit D (the "Financial Plan"). Given the change in economic trends anticipated within the District, the Financial Plan provides a best estimate of the mill levies required for the District to finance construction of the Recreation Center, discharge the indebtedness on a reasonable basis, and operate on a sound fiscal basis.

1. Debt Service Mill Levy

The District will finance construction of the Recreation Center by voter-approved general obligation bonds. The District is authorized to impose a mill levy to support the debt service of the District as provided in C.R.S. § 32-1-1101. Given the change in economic trends for the area, the District anticipates a debt service mill levy of up to 5.96 mills will produce revenue sufficient to support debt service costs throughout the anticipated bond repayment period (see Exhibit D, Financial Plan).

2. Operations and Maintenance Mill Levy

The District is authorized to impose a mill levy to support the operation and maintenance of District services and improvements. Given the change in economic trends for the area, the District anticipates a mill levy of up to 4.0 mills will produce revenue sufficient to support the operation and maintenance of District services and improvements (see Exhibit D, Financial Plan).

VIII. MODIFICATION OF SERVICE PLAN

Pursuant to C.R.S. § 32-1-207, the District shall obtain the approval of Moffat County before making any material modifications to this Service Plan. Material modifications include modifications of a basic or essential nature, including but not limited to: any addition to the types of services provided by the District; a decrease in the level of services; a decrease in the financial ability of the District to discharge the existing or proposed indebtedness; or a decrease in the existing or projected need for organized service in the area. Inclusion of property that is located in a county or municipality with no other territory within the District may constitute a material modification of the Service Plan.

IX. DISCLOSURE STATEMENT

Upon formation, the District shall record with the Moffat County Clerk and Recorder a special district disclosure statement containing the information required by C.R.S. § 32-1-104.8 and map of the District's boundaries. Upon authorization of a general obligation debt, the District shall record notice thereof with the Moffat County Clerk and Recorder pursuant to C.R.S. § 32-1-1604.

EXHIBIT A

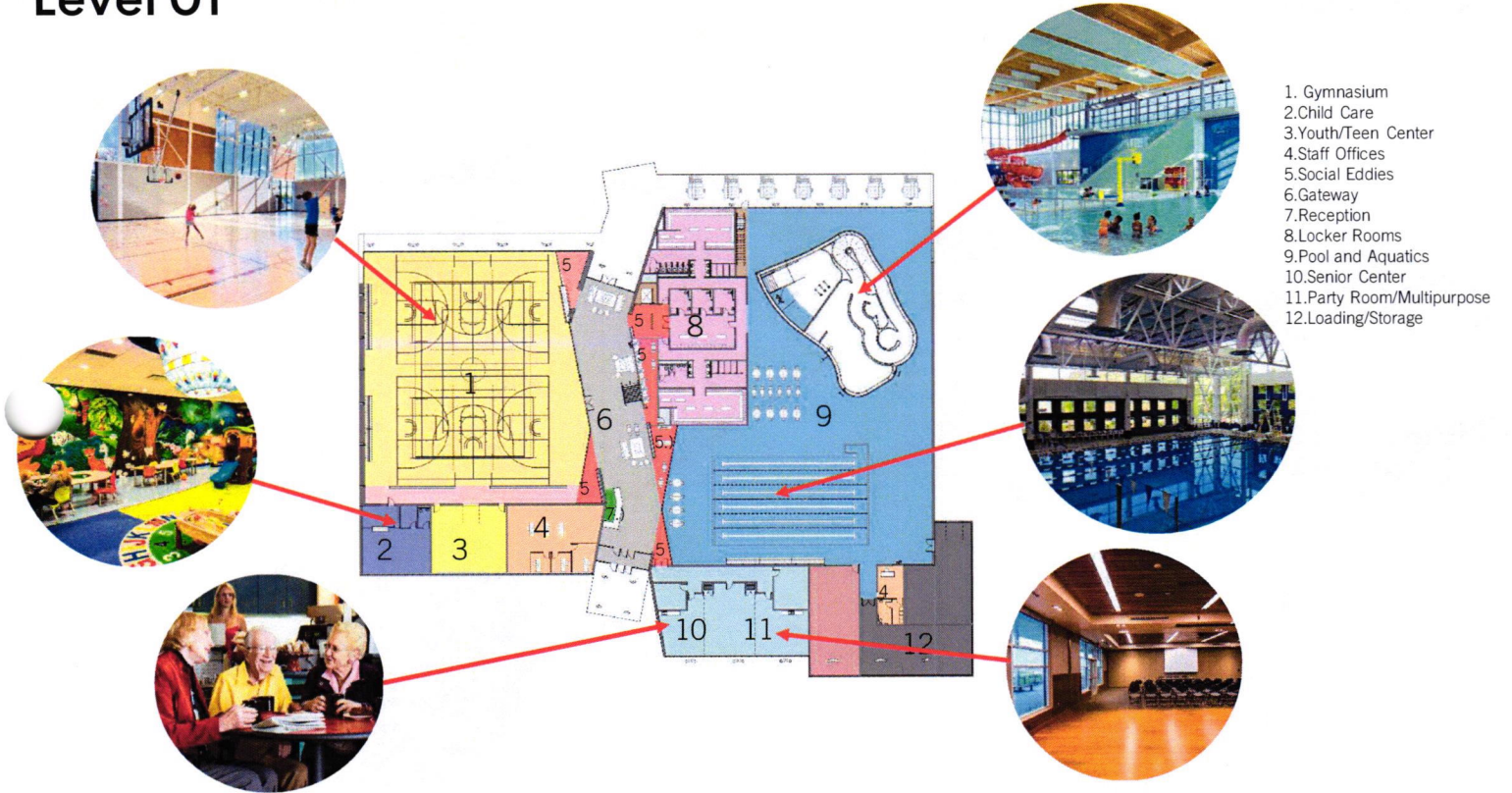
Recreation Center Preliminary Design

Craig Recreation Center Feasibility Study

Community Update January 15, 2020

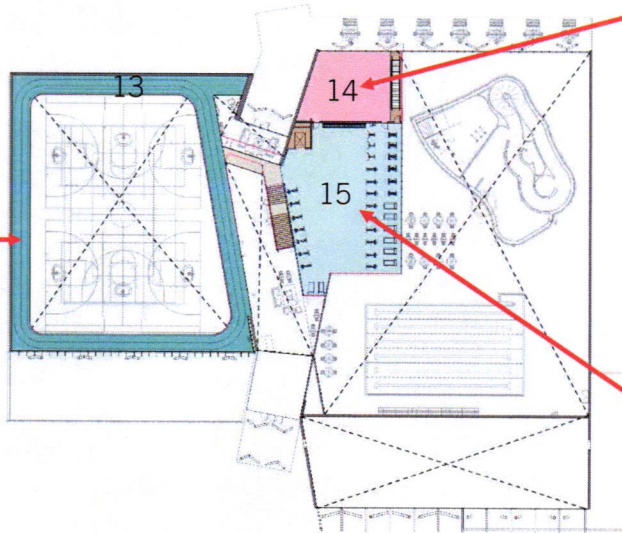


Level 01



1. Gymnasium
2. Child Care
3. Youth/Teen Center
4. Staff Offices
5. Social Eddies
6. Gateway
7. Reception
8. Locker Rooms
9. Pool and Aquatics
10. Senior Center
11. Party Room/Multipurpose
12. Loading/Storage

Level 02

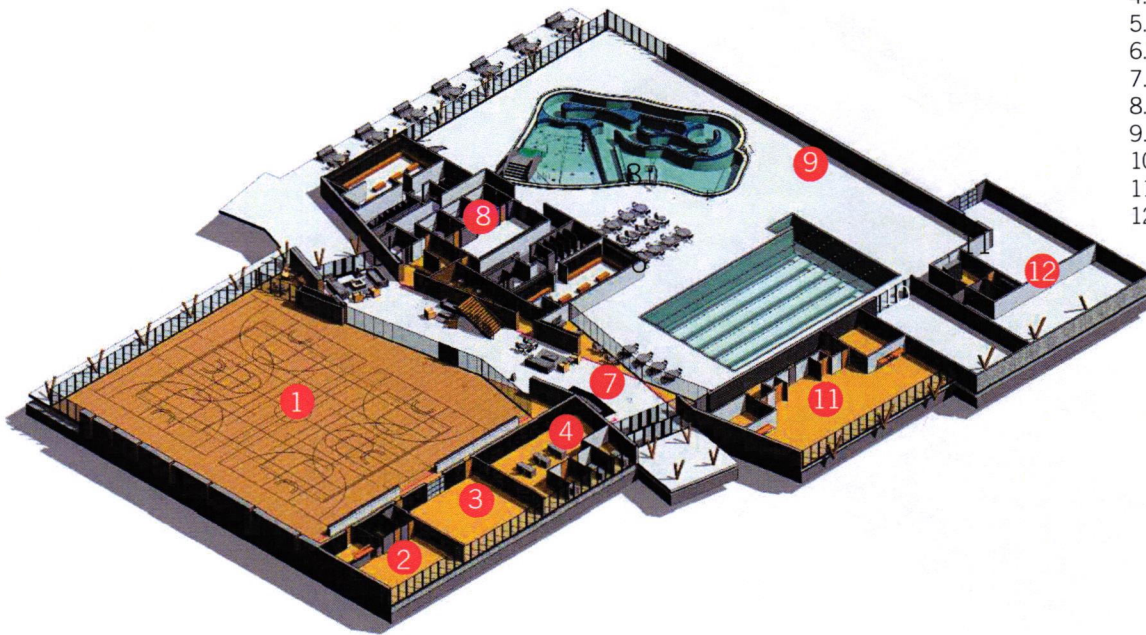


- 13. Running Track
- 14. Group Exercise
- 15. Fitness

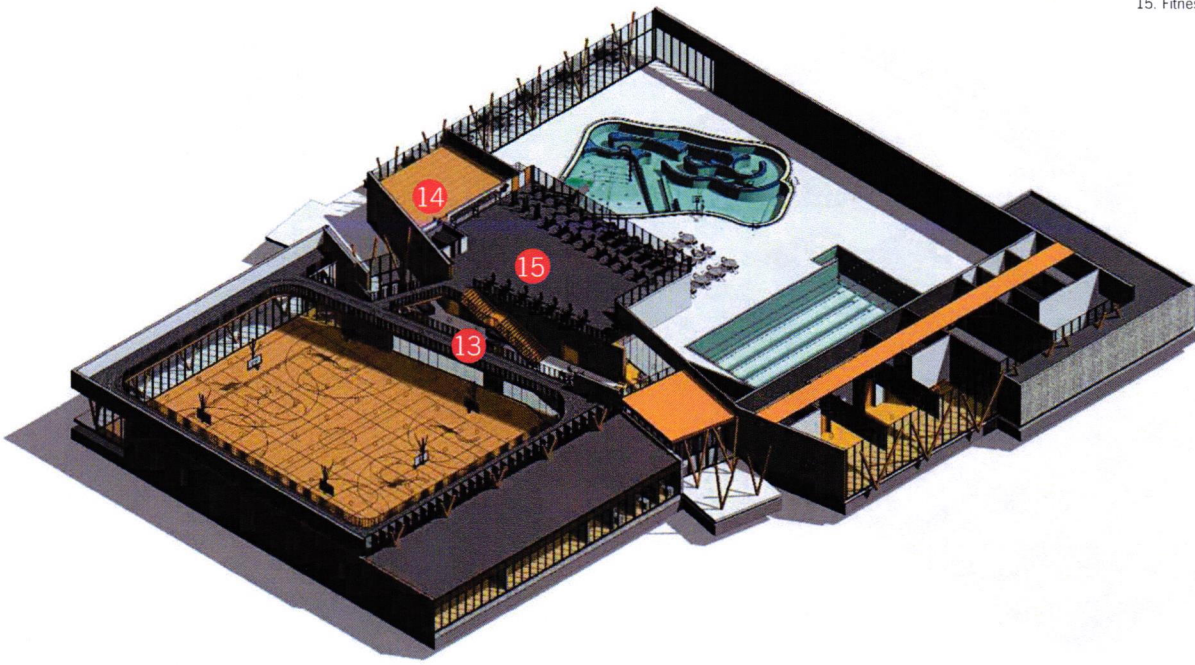


Level 01 Axonometric

1. Gymnasium
2. Child Care
3. Youth/Teen Center
4. Staff Offices
5. Social Eddies
6. Gateway
7. Reception
8. Locker Rooms
9. Pool and Aquatics
10. Senior Center
11. Multipurpose Rooms
12. Loading/Storage

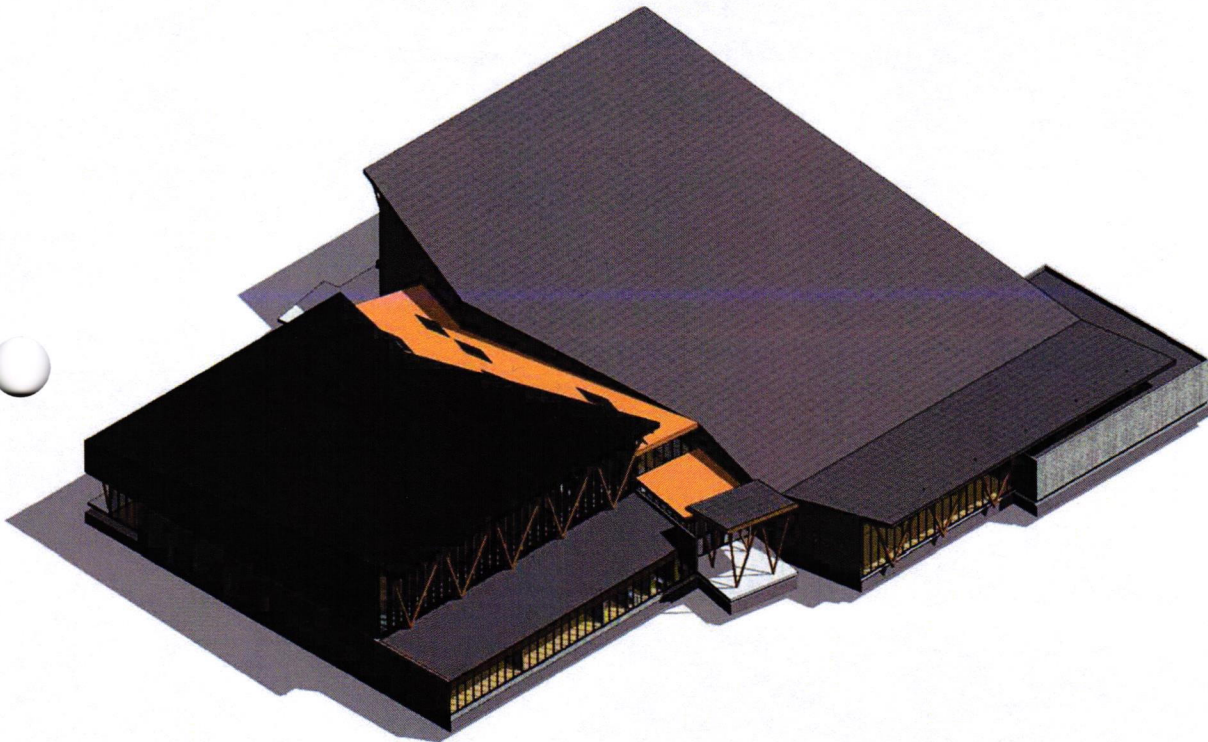


Level 02 Axonometric



- 13. Running Track
- 14. Group Exercise
- 15. Fitness

Roof Level Axonometric



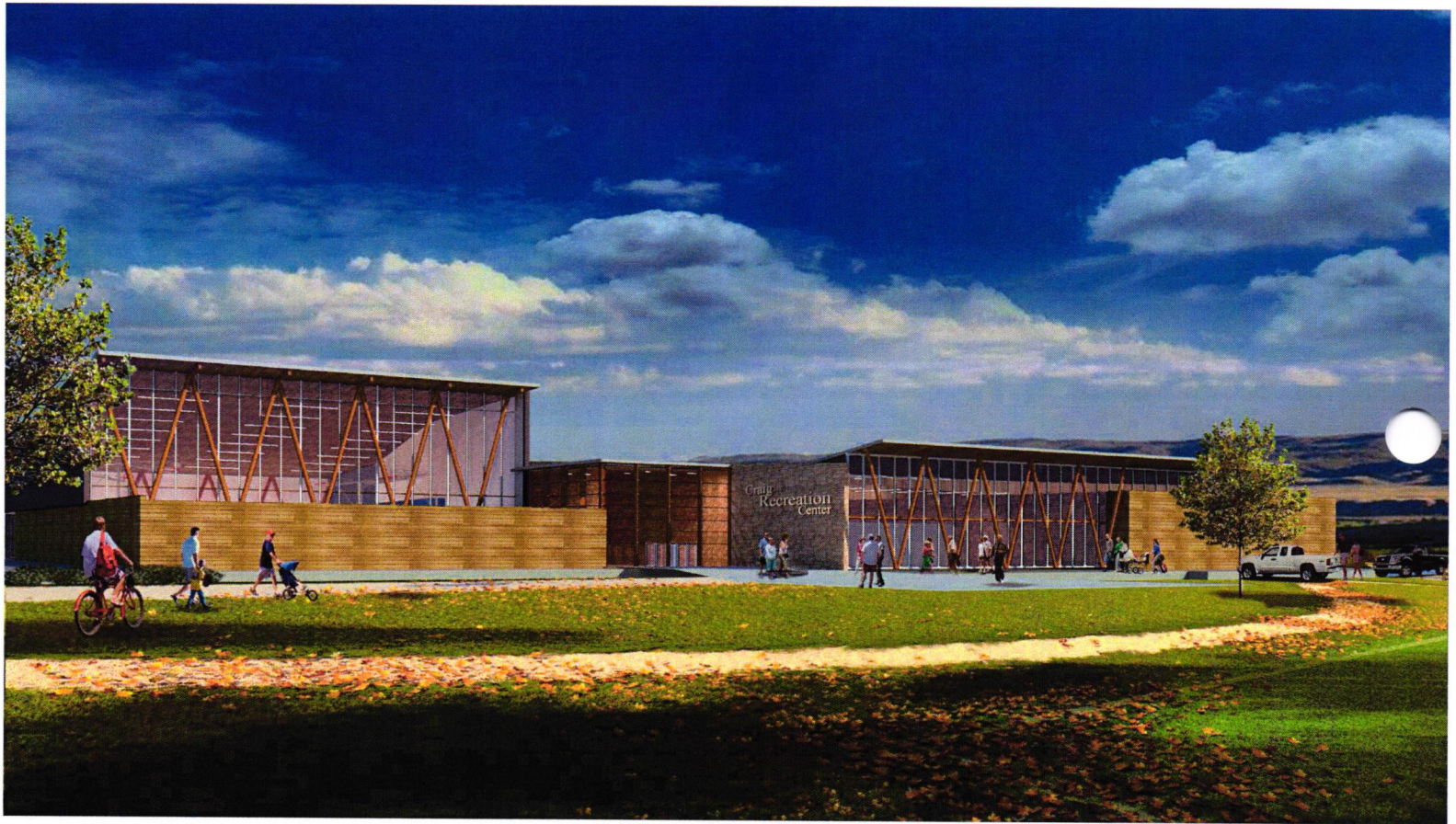
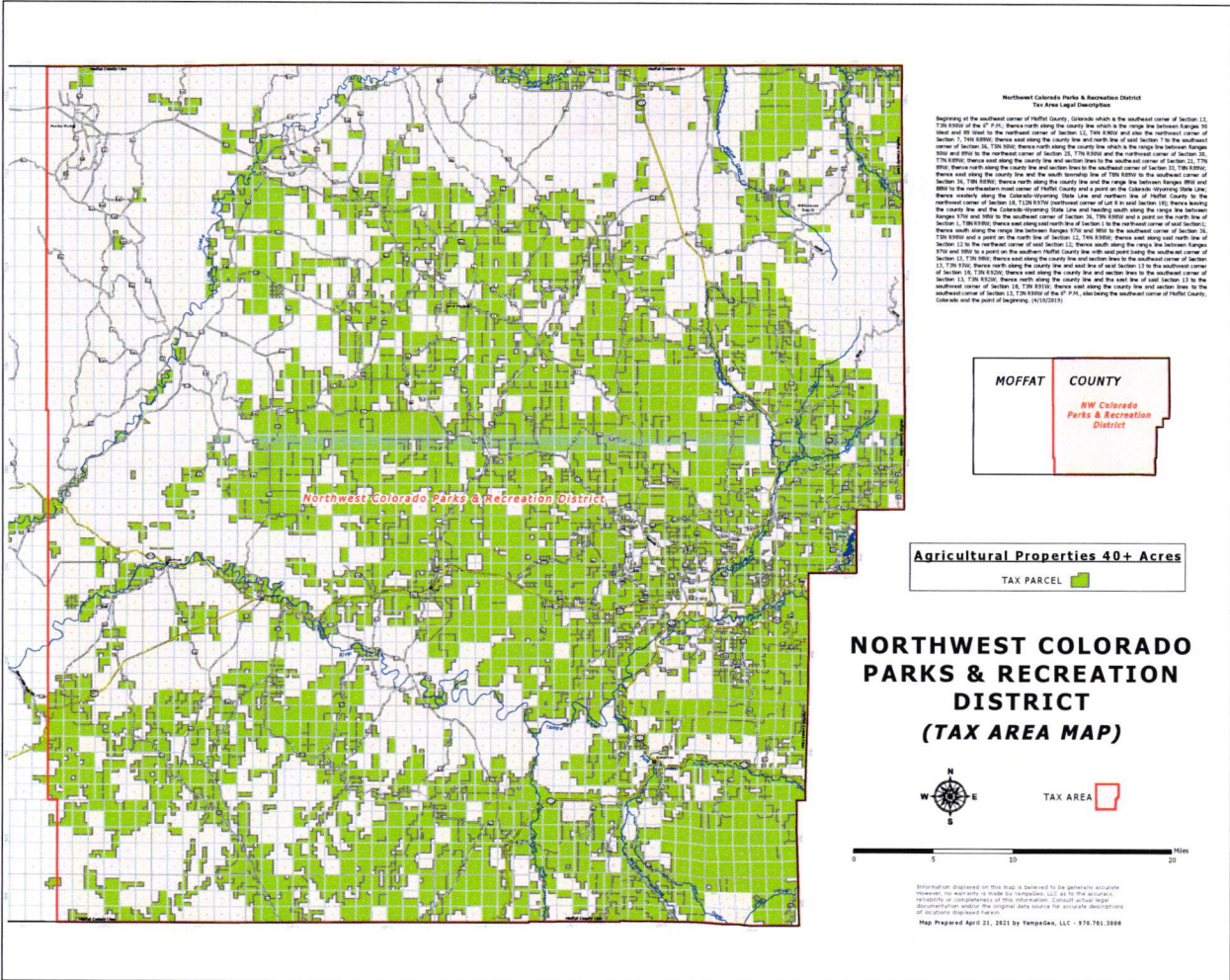






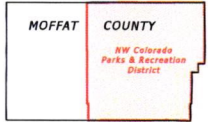
EXHIBIT B

Boundary Map and Excluded Parcels



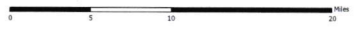
**Northwest Colorado Parks & Recreation District
Tax Area Legal Description**

Beginning at the southeast corner of Moffat County, Colorado which is the southeast corner of Section 13, T26 R30W of the 1st P.M.; thence north along the county line which is the range line between Ranges 10 West and 20 West to the northeast corner of Section 12, T46 R30W and also the northeast corner of Section 7, T46 R30W; thence east along the county line and north line of said Section 12 to the southeast corner of Section 24, T16 R30W; thence north along the county line which is the range line between Ranges 10W and 20W to the northeast corner of Section 25, T16 R30W and the northeast corner of Section 20, T16 R30W; thence east along the county line and north line to the southeast corner of Section 21, T16 R30W; thence north along the county line and the south township line of T16 R30W to the southeast corner of Section 24, T16 R30W; thence north along the county line and the range line between Ranges 10W and 20W to the northeasternmost corner of Moffat County and a point on the Colorado-Vermont State Line; thence westerly along the Colorado-Vermont State Line and northern line of Moffat County to the northeast corner of Section 14, T16 R30W; thence east along the county line and north line of said Section 14; thence bearing the county line and the Colorado-Vermont State Line and heading south along the range line between Ranges 17W and 18W to the southeast corner of Section 24, T16 R30W and a point on the north line of Section 1, T16 R30W; thence east along the north line of Section 1 to the southeast corner of said Section; thence south along the range line between Ranges 17W and 18W to the southeast corner of Section 14, T16 R30W and a point on the north line of Section 14, T16 R30W; thence east along the north line of Section 14 to the northeast corner of said Section 14; thence south along the section line between Ranges 17W and 18W to a point on the eastern Moffat County line with said point being the southeast corner of Section 11, T16 R30W; thence east along the county line and section line to the southeast corner of Section 15, T16 R30W; thence north along the county line and east line of said Section 15 to the southwest corner of Section 18, T16 R30W; thence east along the county line and section line to the southeast corner of Section 13, T16 R30W; thence north along the county line and the east line of said Section 13 to the southeast corner of Section 14, T16 R30W; thence east along the county line and section line to the southeast corner of Section 15, T16 R30W of the 1st P.M., also being the southeast corner of Moffat County, Colorado and the point of beginning. (N151221)



Agricultural Properties 40+ Acres
TAX PARCEL

**NORTHWEST COLORADO
PARKS & RECREATION
DISTRICT
(TAX AREA MAP)**



Information disclosed on this map is believed to be accurate; however, no warranty is made by TompCo, LLC as to the accuracy, reliability or completeness of this information. Contact actual legal documentation and/or the original data source for accurate descriptions of locations depicted thereon.
Map Prepared April 21, 2021 by TompCo, LLC - 978.761.3898

EXHIBIT C

Operation and Maintenance Budget



**Craig Recreation and Aquatic Center
Annual Operations and Maintenance Budget Projections
With 2026 Wage Rates**

May 2021



1021 E. South Boulder Road, Suite N
Louisville, CO 80027
303-439-8369
www.greenplayllc.com

CRAIG CO RECREATION AND AQUATIC CENTER OPERATIONAL BUDGET

Operating Budget Purpose

The operating budget is driven by the overall service philosophy, which should define the facility's purposes, including whom the facility is going to serve and at what level the service is going to be provided.

An operating budget developed in this preliminary stage serves several purposes:

- Assists in helping to establish goals and expectations with operations to match the desire to obtain the highest cost recovery possible.
- Provides a foundation for understanding what will be necessary to meet budget expectations and guides how marketing plans and strategies are developed and implemented.
- Offers a guide for future project decisions by providing a framework for understanding the impact of decisions about fees, operation systems, staffing levels, etc.
- Demonstrates potential overall impacts to the District's budget.

Overall Budget

It is a goal to minimize the amount of tax subsidy necessary to operate the center. It is extremely difficult for public recreation facilities to be run without subsidy and solely from the collection of fees and charges and alternative funding such as grants, philanthropic gifts or volunteers. With this mind the operational budget planning for this facility uses a conservative approach to estimating reasonable expenses and moderate approach to projecting revenues. Since recovering all of the operating expenses through revenues generated by the facility is not the norm and the envisioned outcome, revenues should view as "goals" as much as they are considered "projections."

While this initial budget provides a baseline, it is anticipated that revenues during the first year of operation may exceed these projections for several reasons.

- Leading up to and during the first year of operation, marketing and promotion efforts and costs will be elevated to attract an expanded population.
- Particularly in year one and two, the attraction of the facility will be higher than in subsequent years when the "newness" of the spaces declines and interest in participation weakens.
- If the guest experience does not deliver as promised, people who initially utilized the facility will be disenchanted, resulting in lower retention and repeat visits, and potentially promoting negative word-of-mouth communications.

There is no guarantee that the estimates and projections will be met, and there are many variables that cannot be accurately determined during this conceptual planning stage or may be subject to change during the actual design and implementation process.

Assumptions

- Budget projections are calculated in 2026 figures
- Facility Total Program Area: 47,000 square feet
- Hours of Operation

Monday -Friday	6:00am - 10:00pm
Saturday	8:00am - 9:00pm
Sunday	1:00pm - 8:00pm

Expenditures

Generally, personnel costs make up the single highest expense for most multi-purpose recreation facilities. For this initial operating budget, personnel costs are projected to be around 67%. For this facility, services are estimated to be 25% and supplies will be 8% of the total expenditures.

The estimated utility costs for the volume of space within the facility accounts for a high percentage of the services budget and needs to be verified by the design team as the use of solar power or other energy saving construction practices may reduce utility expenses.

Other typical services include contracted instructional services, marketing and advertising, printing and publishing, travel and training, subscriptions and memberships, telephone, bank charges and administrative fees, miscellaneous service charges (permits, licenses, taxes, fees), building and equipment maintenance (contractual or rental services), other contracted services (custodial services, security and fire systems, elevator, garbage pick-up, etc.), utilities, property and liability insurance, building maintenance and repair.

Expenditure estimates are based on the type and size of the activity and support spaces in the facility and the anticipated hours of operation. When possible and wherever available, calculations are based on actual best practice or methodology. All other expenses are estimated based on our research and reported experience at similar facilities.

- Budget is based on : 100 hours/week x 51 weeks – 1 week for deep cleaning/repairs plus 3 Holidays/Shutdown (average 13 hours/day) = 5,100 hours per year
- One front desk employee is on duty during all open hours with additional staff operating as building monitors.
- In-house custodial staff will keep building clean and keep all equipment clean during the operational hours of the facility.
- A contractual janitorial service will conduct a thorough cleaning of building after hours on a monthly basis.
- Utilities are calculated at \$3.40 per square foot based on the actual similar mountain community recreation centers with aquatic centers as well as other experience.

- Administrative Services have been budgeted in contractual services at \$50,000 to cover all the additional administrative services necessary for the facility including payroll, accounting, human resources, etc.
- Capital Replacement Fund is included in the budget at approximately 2% of expense budget to purchase capital replacement items for the facility when necessary.
- Equipment Replacement Fund is included in the budget at approximately 1% of expense budget to purchase replacement or new fitness equipment for the facility when necessary.
- All computers, registrations system, software, etc. will be included in the Furniture, Fixtures, and Equipment (FFE) list and funded through the capital budget and is not included in the operational and maintenance budget.
- Staffing:

Full Time – (Staggered weekly schedule to cover building supervision responsibility)

Center Manager	\$55,000/yr.
Assistant Center Manager	\$50,000/yr.
Recreation Coordinator	\$45,000/yr.
Aquatic Manager	\$45,000/yr.
Building Maintenance	\$45,000/yr.
Office Manager	\$40,000/yr.

Part Time/Seasonal

Front Desk	\$15/hr.
Building Maintenance	\$18/hr.
Program Coordinators	\$15/hr.
Fitness Supervisor	\$15/hr.
Gymnasium Supervisor	\$15/hr.
Head Lifeguards	\$18/hr.
Lifeguards	\$16/hr.
Child Watch/Babysitters	\$15/hr.

- Benefits are added to full time salaries at 65.4% including payroll taxes, health insurance, retirement, and workers comp; and part time at 11.097%.
- Lifeguard staffing is assumed at capacity up to 8 guards due to bather load at prime time; and at non-prime time 4 guards for rotation (4 lifeguards); not inclusive of the Aquatic Manager and Head Lifeguards scheduled for all open hours of operations.
- Recreational Programming expenses such as instructor and officials' fees are calculated at the same rate currently being paid in Craig.

Revenues

Revenues are forecast based on anticipated drop-in fees, punch card and pass sales, and rentals around anticipated scheduled programming. The preliminary budget projects recreational program revenue at approximately the same user fees currently in Craig. **Recreational programs are calculated at approximately 60% capacity of marketable availability which is currently realistic and leaves room for growth.** Revenue projections take into account program and facility components, multiple admission and age discounts, and political and economic realities.

Revenue forecasts are based on the space components included in the facility, the demographics of the local service area, the current status of alternative providers in the service area, and a comparison to other facilities with similar components in Colorado communities. Actual figures will vary based on the final design of the facility and the activity spaces included, the market at the time of opening, the designated facility operating philosophy, the aggressiveness of fees and use policies adopted, and the type of marketing effort undertaken to attract potential users to the facility. The revenue forecast will require a developed marketing approach by staff in order to meet revenue goals.

- Pass holders can participate in self-directed activities and must pay additionally for the classes.
- There will be no contracts, initiation fees or registration fees associated with the passes.
- Automatic debits from checking accounts, savings accounts or credit cards will be an option and not mandatory for passes.
- Pass Rates

Full Facility Passes	Daily	Annual	10 Punch
Adult	\$6	\$485	\$40
Senior (55+)	\$4	\$300	\$24
Family	N/A	\$900	N/A
Youth	\$4	\$300	\$24

Fitness Passes	Annual
Adult	\$300
Senior (55+)	\$190
Family	\$540
Youth	\$190

Aquatic Passes	Annual
Adult	\$300
Senior (55+)	\$190
Family	\$540
Youth	\$190

- Rental Rates

Amenity	Hourly Rental Rates	Deposit
Multipurpose Room	\$50/hr.	N/A
After Hours Party Room	\$50/hr.	\$100
Gymnasium	\$40/hr./court (\$20/hr./crosscourt)	N/A
Full facility after hours	\$2,500	\$500

- Drop-In child Watch/Babysitting for pass holders and program participants is based on 20 hours per week at \$4 per hour. A 50% discount is given for additional children.
- Minimal merchandise resale items are to be sold at the front desk including swim caps, swim goggles, nose plugs, ear plugs, swim diapers, etc. Revenue is calculated at 200% of direct costs.
- Vending revenue is calculated at 200% of direct costs.

*Note: Potential facility programs are outlined in **Attachment A** that follows. These are not included in the pro-forma outlined in this report but rather serve as information for other program possibilities.*

ATTACHMENT A

Recreational Program Services Description

Given the nature of the proposed recreation facility and its activity components, a series of recreation services including programs and events can be designed and implemented to accommodate the surrounding community. A basic menu of recreation services are listed below as a recommended first effort to provide a diverse sampling of programs and events that will reach across a broad range on interest areas, skills, ability levels and age ranges.

Categories of Recreation Services

Category: Aquatics

Swim Lessons - Swim lessons provide the life-long skill of swimming to all ages. Both youth and teen/adult swim lessons should include ability categories for the varying skill levels of all interested participants. For example, there can be three different skill levels of swim lessons offered for the youth and teen/adult categories. These may include beginner or novice, intermediate, and advanced. Private or semi-private lessons can be made available to those who wish to learn in a more intimate, individualized setting.

- Parent-tot - under 3 years of age
- Preschool swim lessons - ages 3-5 years
- Youth swim lessons- 6-12 years
- Teens/Adult swim lessons - 13 and over
- Private/Semi-private lessons

Lifeguard/CPR Training – This training opportunity can be made available to the general public or offered strictly to those who are either applying for employment or are currently employed by the District. These trainings provide mandatory certifications to those who wish to be certified as a lifeguard, or trained in water safety and/or CPR.

Summer Swim Camp – This specialized camp is intended to provide life-long skills in swimming and water safety to youth during the summer season. The camp is recommended in one week increments but can be scheduled for any length of time that aligns with summer vacation schedules.

Birthday Parties – These rentals provide for those who wish to celebrate birthdays (or any other special occasion). Aquatics facilities are popular venues for this type of rental in that they provide a party experience in a monitored and controlled venue designed for physical activity.

Water Exercise – Water exercise classes are designed as alternative health and wellness activities in that they provide all the benefits of traditionally exercise classes without inherent resistance. These classes are increasingly popular among older adults and can also be therapeutic in nature.

Category: Day Camps

Summer Day Camp – Summer day camps can be designed as traditional, multi-activity sessions or as specialized camps focusing on a specific activity area. These camps may be offered in one-week increments but can be scheduled for any length of time that aligns with summer vacation schedules.

Summer Sports Camp – Sports camps can be general in nature offering exposure to a variety of sports activities or they can focus on a specific sport. These camps may be offered in one-week increments but can be scheduled for any length of time that aligns with summer vacation schedules.

Summer Dance Camp – Dance camps can be general in nature offering exposure to a variety of dance genres or they may focus on a specific form of dance. These camps may be offered in one-week increments but can be scheduled for any length of time that aligns with summer vacation schedules.

Spring Break Camp – Spring break camp is designed to provide structured recreation to youth who are out of school during the week of spring break. These types of spring break activities can be popular in that they provide assistance to working parents.

Winter Break Camp – Winter break camp mirrors spring break camp except for the season in which it is offered.

Category: Sports

Youth Basketball League – A youth basketball league provided to area youth, ages 7-8; 9-10; and 11-12 years of age, or for 3rd and 4th grades; 5th and 6th grades; 7th and 8th grades that encourages sportsmanship and healthy lifestyles. Co-ed or gender-specific teams could be coordinated.

Teen Basketball League – Complementing the youth basketball league could be a teen league for high school aged students or those aged 13-18 years. It is recommended that gender-specific teams be developed.

Adult Basketball League – This league could be designed for those over 18 years of age. It is recommended that gender-specific teams be developed.

Youth Volleyball Clinic – A volleyball clinic designed to develop the basic skills of volleyball could be planned for youth ages 9-12 years.

Adult Volleyball League – This league could be designed for those over 18 years of age. This league's success may rely on the development of co-ed teams.

Tots-Sports Clinic – This clinic would be an introduction to a variety of pre-selected sports for those 5-6 years of age.

Category: Teens

Dances – Organized teen dances are recommended to accommodate the social needs and desires of community teens. These dances may include organized activities as well as informal social opportunities. Food should be provided as an incentive.

Friday Nights at the Center – Aligning with the social motives of teen dances, organized, weekly gatherings at the center during the fall/winter season will also provide an informal, yet supervised and controlled outlet for area teens. Again, food should be provided as it acts as a powerful incentive encouraging participation.

Category: Health and Wellness

Aerobics – Aerobic classes offer an opportunity for enhanced health and wellness through flexibility and cardiovascular conditioning, and resistance exercises. These classes are typically designed for those over 18 years of age but could also be made available for teens as well.

- **Low-Impact** – This form of aerobics provides a less intensive exercise program for those who are just beginning an exercise regime, those who are in rehabilitation, or for those who wish to re-engage in a regular exercise program.

- **Moderate Impact** – Moderate impact aerobics is a more intensive form of aerobics than low-impact but does not offer the intensity of a high impact workout.
- **High impact** – The most intensive of the aerobic class levels, this program provides a challenging cardiovascular workout.

Yoga - Yoga is about creating balance in the body by developing both strength and flexibility. Yoga typically consists of a series of poses or postures, each of which has specific physical benefits. The poses can be done quickly in succession, creating heat in the body through movement or slowly to increase stamina and perfect the alignment of the pose. The poses are a constant, but the approach to them varies depending on the tradition in which the teacher has been trained.

Pilates – Pilates focuses on core postural muscles, which help keep the body balanced and are essential to providing support for the spine. In particular, Pilate’s exercises teach awareness of breath and alignment of the spine and aim to strengthen the deep torso muscles. This activity is quickly becoming a staple of health and wellness offerings nationwide.

Other current fitness classes – Boot Camp, Zumba, TRX, etc.

Category: Arts

Youth Ballet - Ballet is a formal dance practice that is primarily performed with the accompaniment of classical music. It has been influential as a form of dance globally and is taught in schools around the world which use their own culture and society to modernize the art. It is best known in the form of classical ballet, notable for its techniques and its graceful, flowing, and precise movements. These classes can be designed for youth approximately 9-12 years of age.

Youth Jazz - Jazz dance is an umbrella term that can refer to several related dance styles, most of which are connected via common roots in tap, ballet, jazz music, and African-American rhythms. These classes can be designed for youth approximately 9-12 years of age.

Youth Hip-Hop – This form of dance has increased in popularity as it combines athleticism with the essence of dance. It has become a common form of expression for both youth and teens. These classes can be designed for youth approximately 9-12 years of age and may also appeal to boys through its athletic elements.

Teen Ballet – Please refer to the description above as detailed in Youth Ballet. However, these classes should be designed for teens ages 13-18.

Teen Jazz - Please refer to the description above as detailed in Youth Jazz. However, these classes should be designed for teens ages 13-18.

Teen Hip Hop - Please refer to the description above as detailed in Youth Hip Hop. However, these classes should be designed for teens ages 13-18.

Adult Jazz - Please refer to the description above as detailed in Youth Jazz. However, these classes should be designed for adults ages 18 and older.

Tots Art Smart – This art class for pre-school aged children emphasizes creativity as it introduces various age appropriate art forms leading to creative expression and fun.

Category: Community Events

Health Fair – An annual Health Fair can provide the District with the opportunity to showcase health and wellness services and related classes.

Flea Market – A community-wide Flea Market can provide an opportunity for residents to purchase a space and sell their wares and goods.

Center Open House – An Open House can debut District services through class demonstrations and provides an opportunity to showcase the community recreation center to all residents. This type of special event can be enhanced with giveaways and food.

Category: Child Care

Child Care – This program is typically viewed as a service to those who require child care while they participate in recreation center activities or wish to drop-in and utilize the fitness center.

Facility Use

Table 1 below suggests appropriate facility spaces for each of the recreational service categories listed above.

Table 1: Facility Use Matrix

	Leisure/ Lap Pool	Gymnasium	Running Track	Fitness Center	Multi- purpose	Child Sitting
Aquatics	■					
Day Camps	■			■		
Sports		■				
Teens	■				■	
Health & Wellness		■				
Arts					■	
Community Events	■	■	■	■	■	■
Child Care						■

Craig CO Recreation and Aquatic Center							
Operational and Maintenance Budget Projections							
						% of Budget	
STAFFING PROJECTIONS						\$1,125,669	66.74%
Full Time Staff		Number	Unit Cost			\$463,120	
Center Manager	1	\$ 55,000	\$55,000				
Assistant Center Manager	1	\$ 50,000	\$50,000				
Recreation Coordinator	1	\$ 45,000	\$45,000				
Aquatic Manager	1	\$ 45,000	\$45,000				
Building Maintenance	1	\$ 45,000	\$45,000				
Office Manager	1	\$ 40,000	\$40,000				
Benefit Percentage not included in wages		65.4%				\$183,120	
Part Time Staff		Hours	Unit Cost			\$662,549	
Front Desk	5100	\$15.00	\$76,500				
Building Maintenance	3640	\$18.00	\$65,520				
Program Coordinators	1650	\$15.00	\$24,750				
Building Supervisors							
Fitness	1580	\$15.00	\$23,700				
Gymnasium	1460	\$15.00	\$21,900				
Head Lifeguards	4120	\$18.00	\$74,160				
Lifeguards	18000	\$16.00	\$288,000				
Child Watch/Babysitters	1456	\$15.00	\$21,840				
Benefits Percentage		11.097%				\$66,179	
OPERATING EXPENSES						\$422,660	25.06%
Contractual Services		Multiplier	Unit Cost				
Utilities: Electrical, Gas, Water/Sewer, Trash (Square Footage Cost)		47,000	\$3.40			\$159,800	
Instructors/Officials/Etc.						\$115,440	
Recreation Programs	352	\$35	\$ 12,320				
Aquatic Programs	176	\$35	\$ 6,160				
Day Camps	1080	\$30	\$ 32,400				
Sports Clinics	1128	\$30	\$ 33,840				
Youth Sports Officials	512	\$25	\$ 12,800				
Adult Sports Officials	512	\$35.00	\$ 17,920				
Telephone / Internet / Cable / WiFi	12	\$400	\$4,800				
Equipment Maintenance	12	\$400	\$4,800				
Trash Removal	12	\$360	\$4,320				
Building, Grounds and Landscape Maintenance	12	\$625	\$7,500				
Administrative Services (Accounting, Payroll, HR, etc.)						\$50,000	
Janitorial	12	\$4,000	\$48,000				
Security/Fire Alarm Service	12	\$250	\$3,000				
Bank Fees - Credit Card Charges/Registration						\$25,000	
OPERATING EXPENSES continued							
Commodities						\$138,400	8.21%
Recreational Supplies						\$ 23,500	
Recreational and Aquatic Programs			\$ 20,000				
Drop-In Child Watch			\$ 2,000				
Resale Merchandise			\$ 1,500				
Vending Inventory						\$3,000	
Pool Chemicals						\$25,000	
Pool Supplies						\$5,000	
Pool Laboratory Supplies						\$1,000	
First Aid Equipment						\$800	
First Aid Supplies						\$600	
Custodial Supplies						\$1,000	
Building Maintenance Supplies						\$2,000	
Marketing/Printing						\$10,000	
Office Supplies						\$6,000	
Education/Training						\$5,000	
Dues/Subscriptions						\$1,000	
Uniforms						\$2,500	
Capital Replacement Fund						\$28,000	
Equipment Replacement Fund						\$14,000	
Insurance						\$10,000	
TOTAL EXPENSES						\$1,686,729	

REVENUE							
Passes						\$635,640	70.29%
<u>Annual Full Facility Passes</u>	<u>Number</u>	<u>Price</u>			\$159,200		
Adult	220	\$485	\$106,700				
Senior	30	\$300	\$9,000				
Family	30	\$900	\$27,000				
Youth	55	\$300	\$16,500				
<u>Annual Fitness Passes</u>	<u>Number</u>	<u>Price</u>			\$225,840		
Adult	140	\$300	\$168,000				
Senior	30	\$190	\$22,800				
Family	12	\$540	\$25,920				
Youth	12	\$190	\$9,120				
<u>Annual Aquatic Passes</u>	<u>Number</u>	<u>Price</u>			\$250,600		
Adult	55	\$300	\$66,000				
Senior	25	\$190	\$19,000				
Family	45	\$540	\$97,200				
Youth	90	\$190	\$68,400				
Full Facility Punch Passes	<u>Number</u>	<u>Price</u>			\$47,320	5.23%	
<u>10 Punch Passes</u>							
Adult	445	\$40	\$17,800				
Senior	330	\$24	\$7,920				
Youth	900	\$24	\$21,600				
Full Facility Daily Admissions	<u>Number</u>	<u>Price</u>			\$39,600	4.38%	
Adult	3000	\$6	\$18,000				
Senior	900	\$4	\$3,600				
Youth	4500	\$4	\$18,000				
Rentals	<u>#/Year</u>	<u>Cost</u>	<u>Multiplier</u>		\$16,000	1.77%	
Multipurpose Room (\$50/hr x 6 hrs/wk avg x 25 wks.)	25	\$50	6	\$7,500			
Gymnasium (\$40/hr x 8 hrs/wk avg x 15 wks.)	15	\$40	8	\$4,800			
After Hours Party Room Rentals (\$50/hr x 2 hrs/wk avg x 8 wks.)	12	\$50	2	\$1,200			
Full Facility After Hours	1	\$2,500	1	\$2,500			
Recreation Programs					\$152,850	16.90%	
Recreation Programs	400	\$50	\$20,000				
Aquatic Programs	400	\$50	\$20,000				
Day Camps	700	\$50	\$35,000				
Sports Clinics	600	\$80	\$48,000				
Swim Lessons	150	\$50	\$7,500				
Youth Sports Leagues (Basketball/Volleyball)	330	\$35	\$11,550				
Adult Sports Leagues (Basketball/Volleyball)	36	\$300	\$10,800				
Customer Services	<u>Hours</u>	<u>Amount</u>	<u>Multiplier</u>		\$12,840	1.42%	
Drop-In Child Watch	20	\$4	48	\$3,840			
Vending		\$3,000	200%	\$6,000			
Merchandise		\$1,500	200%	\$3,000			
TOTAL REVENUE						\$904,250	
TOTAL NET						-\$782,479	
COST RECOVERY						54%	

**Craig CO
Recreation and Aquatic Center
Five-Year Pro-forma**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
EXPENSES					
Personnel	\$1,125,669	\$1,125,669	\$1,125,669	\$1,125,669	\$1,125,669
Contractual Services	\$422,660	\$431,113	\$444,047	\$457,368	\$471,089
Commodities	\$138,400	\$141,168	\$143,991	\$146,871	\$149,809
TOTAL EXPENSES	\$1,686,729	\$1,697,950	\$1,713,707	\$1,729,908	\$1,746,567
REVENUES					
Passes	\$635,640	\$654,709	\$674,350	\$694,581	\$715,418
Punch Passes	\$47,320	\$48,740	\$50,202	\$51,708	\$53,259
Daily Admissions	\$39,600	\$40,788	\$42,012	\$43,272	\$44,570
Rentals	\$16,000	\$16,480	\$16,974	\$17,484	\$18,008
Recreation Programs	\$152,850	\$157,436	\$162,159	\$167,023	\$172,034
Customer Services	\$12,840	\$13,225	\$13,622	\$14,031	\$14,452
TOTAL REVENUE	\$904,250	\$931,378	\$959,319	\$988,098	\$1,017,741
NET	-\$782,479	-\$766,573	-\$754,388	-\$741,810	-\$728,825
COST RECOVERY	54%	55%	56%	57%	58%

Based on 2026 Figures

EXHIBIT D
Financial Plan

SOURCES AND USES OF FUNDS

**NW Colorado Recreation District
General Obligation Bonds, Series 2022
\$25.430 Million Project -- BBB-Rated -- Declining AV
*Preliminary, subject to change**

Dated Date	12/01/2022
Delivery Date	12/01/2022

Sources:

Bond Proceeds:	
Par Amount	24,045,000.00
Premium	1,789,646.45
	<hr/>
	25,834,646.45
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	25,430,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Underwriter's Discount:	
Other Underwriter's Discount	204,382.50
Other Uses of Funds:	
Rounding Amount	263.95
	<hr/>
	25,834,646.45
	<hr/> <hr/>

BOND SUMMARY STATISTICS

**NW Colorado Recreation District
General Obligation Bonds, Series 2022
\$25.430 Million Project -- BBB-Rated -- Declining AV
*Preliminary, subject to change**

Dated Date	12/01/2022
Delivery Date	12/01/2022
First Coupon	06/01/2023
Last Maturity	12/01/2051
Arbitrage Yield	2.669154%
True Interest Cost (TIC)	2.831666%
Net Interest Cost (NIC)	2.878136%
All-In TIC	2.895513%
Average Coupon	3.320117%
Average Life (years)	16.840
Weighted Average Maturity (years)	16.467
Duration of Issue (years)	12.469
Par Amount	24,045,000.00
Bond Proceeds	25,834,646.45
Total Interest	13,443,650.00
Net Interest	11,858,386.05
Bond Years from Dated Date	404,915,000.00
Bond Years from Delivery Date	404,915,000.00
Total Debt Service	37,488,650.00
Maximum Annual Debt Service	1,775,950.00
Average Annual Debt Service	1,292,712.07
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	8.500000
Total Underwriter's Discount	8.500000
Bid Price	106.592905

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bond due 2031	6,115,000.00	110.538	4.000%	4.460	05/18/2027	2,778.15
Term Bond due 2036	2,955,000.00	117.847	4.000%	12.113	01/11/2035	2,925.45
Term Bond due 2041	3,890,000.00	115.884	4.000%	17.108	01/09/2040	3,812.20
Term Bond due 2051	11,085,000.00	100.000	3.000%	24.835	10/01/2047	21,394.05
	24,045,000.00			16.840		30,909.85

	TIC	All-In TIC	Arbitrage Yield
Par Value	24,045,000.00	24,045,000.00	24,045,000.00
+ Accrued Interest			
+ Premium (Discount)	1,789,646.45	1,789,646.45	1,789,646.45
- Underwriter's Discount	-204,382.50	-204,382.50	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	25,630,263.95	25,430,263.95	25,834,646.45
Target Date	12/01/2022	12/01/2022	12/01/2022
Yield	2.831666%	2.895513%	2.669154%

BOND PRICING

**NW Colorado Recreation District
General Obligation Bonds, Series 2022
\$25.430 Million Project -- BBB-Rated -- Declining AV
*Preliminary, subject to change**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bond due 2031:								
	12/01/2023	925,000	4.000%	0.710%	103.272			
	12/01/2024	795,000	4.000%	0.870%	106.192			
	12/01/2025	830,000	4.000%	1.030%	108.751			
	12/01/2026	695,000	4.000%	1.200%	110.903			
	12/01/2027	725,000	4.000%	1.400%	112.513			
	12/01/2028	585,000	4.000%	1.580%	113.801			
	12/01/2029	610,000	4.000%	1.710%	115.047			
	12/01/2030	465,000	4.000%	1.870%	115.758			
	12/01/2031	485,000	4.000%	1.990%	116.487			
		<u>6,115,000</u>						
Term Bond due 2036:								
	12/01/2032	530,000	4.000%	2.020%	117.847 C	2.483%	12/01/2032	100.000
	12/01/2033	550,000	4.000%	2.020%	117.847 C	2.483%	12/01/2032	100.000
	12/01/2034	595,000	4.000%	2.020%	117.847 C	2.483%	12/01/2032	100.000
	12/01/2035	615,000	4.000%	2.020%	117.847 C	2.483%	12/01/2032	100.000
	12/01/2036	665,000	4.000%	2.020%	117.847 C	2.483%	12/01/2032	100.000
		<u>2,955,000</u>						
Term Bond due 2041:								
	12/01/2037	690,000	4.000%	2.220%	115.884 C	2.906%	12/01/2032	100.000
	12/01/2038	745,000	4.000%	2.220%	115.884 C	2.906%	12/01/2032	100.000
	12/01/2039	770,000	4.000%	2.220%	115.884 C	2.906%	12/01/2032	100.000
	12/01/2040	825,000	4.000%	2.220%	115.884 C	2.906%	12/01/2032	100.000
	12/01/2041	860,000	4.000%	2.220%	115.884 C	2.906%	12/01/2032	100.000
		<u>3,890,000</u>						
Term Bond due 2051:								
	12/01/2042	920,000	3.000%	3.000%	100.000			
	12/01/2043	945,000	3.000%	3.000%	100.000			
	12/01/2044	1,000,000	3.000%	3.000%	100.000			
	12/01/2045	1,030,000	3.000%	3.000%	100.000			
	12/01/2046	1,085,000	3.000%	3.000%	100.000			
	12/01/2047	1,120,000	3.000%	3.000%	100.000			
	12/01/2048	1,180,000	3.000%	3.000%	100.000			
	12/01/2049	1,215,000	3.000%	3.000%	100.000			
	12/01/2050	1,275,000	3.000%	3.000%	100.000			
	12/01/2051	1,315,000	3.000%	3.000%	100.000			
		<u>11,085,000</u>						
		<u>24,045,000</u>						

Dated Date	12/01/2022	
Delivery Date	12/01/2022	
First Coupon	06/01/2023	
Par Amount	24,045,000.00	
Premium	1,789,646.45	
Production	25,834,646.45	107.442905%
Underwriter's Discount	-204,382.50	-0.850000%
Purchase Price	25,630,263.95	106.592905%
Accrued Interest		
Net Proceeds	25,630,263.95	

BOND DEBT SERVICE

**NW Colorado Recreation District
General Obligation Bonds, Series 2022
\$25.430 Million Project -- BBB-Rated -- Declining AV
*Preliminary, subject to change**

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2023	925,000	4.000%	850,950	1,775,950
12/01/2024	795,000	4.000%	813,950	1,608,950
12/01/2025	830,000	4.000%	782,150	1,612,150
12/01/2026	695,000	4.000%	748,950	1,443,950
12/01/2027	725,000	4.000%	721,150	1,446,150
12/01/2028	585,000	4.000%	692,150	1,277,150
12/01/2029	610,000	4.000%	668,750	1,278,750
12/01/2030	465,000	4.000%	644,350	1,109,350
12/01/2031	485,000	4.000%	625,750	1,110,750
12/01/2032	530,000	4.000%	606,350	1,136,350
12/01/2033	550,000	4.000%	585,150	1,135,150
12/01/2034	595,000	4.000%	563,150	1,158,150
12/01/2035	615,000	4.000%	539,350	1,154,350
12/01/2036	665,000	4.000%	514,750	1,179,750
12/01/2037	690,000	4.000%	488,150	1,178,150
12/01/2038	745,000	4.000%	460,550	1,205,550
12/01/2039	770,000	4.000%	430,750	1,200,750
12/01/2040	825,000	4.000%	399,950	1,224,950
12/01/2041	860,000	4.000%	366,950	1,226,950
12/01/2042	920,000	3.000%	332,550	1,252,550
12/01/2043	945,000	3.000%	304,950	1,249,950
12/01/2044	1,000,000	3.000%	276,600	1,276,600
12/01/2045	1,030,000	3.000%	246,600	1,276,600
12/01/2046	1,085,000	3.000%	215,700	1,300,700
12/01/2047	1,120,000	3.000%	183,150	1,303,150
12/01/2048	1,180,000	3.000%	149,550	1,329,550
12/01/2049	1,215,000	3.000%	114,150	1,329,150
12/01/2050	1,275,000	3.000%	77,700	1,352,700
12/01/2051	1,315,000	3.000%	39,450	1,354,450
	24,045,000		13,443,650	37,488,650

NET DEBT SERVICE

**NW Colorado Recreation District
General Obligation Bonds, Series 2022
\$25.430 Million Project -- BBB-Rated -- Declining AV
*Preliminary, subject to change**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2023	925,000	850,950	1,775,950	1,775,950
12/01/2024	795,000	813,950	1,608,950	1,608,950
12/01/2025	830,000	782,150	1,612,150	1,612,150
12/01/2026	695,000	748,950	1,443,950	1,443,950
12/01/2027	725,000	721,150	1,446,150	1,446,150
12/01/2028	585,000	692,150	1,277,150	1,277,150
12/01/2029	610,000	668,750	1,278,750	1,278,750
12/01/2030	465,000	644,350	1,109,350	1,109,350
12/01/2031	485,000	625,750	1,110,750	1,110,750
12/01/2032	530,000	606,350	1,136,350	1,136,350
12/01/2033	550,000	585,150	1,135,150	1,135,150
12/01/2034	595,000	563,150	1,158,150	1,158,150
12/01/2035	615,000	539,350	1,154,350	1,154,350
12/01/2036	665,000	514,750	1,179,750	1,179,750
12/01/2037	690,000	488,150	1,178,150	1,178,150
12/01/2038	745,000	460,550	1,205,550	1,205,550
12/01/2039	770,000	430,750	1,200,750	1,200,750
12/01/2040	825,000	399,950	1,224,950	1,224,950
12/01/2041	860,000	366,950	1,226,950	1,226,950
12/01/2042	920,000	332,550	1,252,550	1,252,550
12/01/2043	945,000	304,950	1,249,950	1,249,950
12/01/2044	1,000,000	276,600	1,276,600	1,276,600
12/01/2045	1,030,000	246,600	1,276,600	1,276,600
12/01/2046	1,085,000	215,700	1,300,700	1,300,700
12/01/2047	1,120,000	183,150	1,303,150	1,303,150
12/01/2048	1,180,000	149,550	1,329,550	1,329,550
12/01/2049	1,215,000	114,150	1,329,150	1,329,150
12/01/2050	1,275,000	77,700	1,352,700	1,352,700
12/01/2051	1,315,000	39,450	1,354,450	1,354,450
	24,045,000	13,443,650	37,488,650	37,488,650

Debt Service Mill Levy
NW Colorado Recreation District
General Obligation Bonds, Series 2022
\$25.430 Million Project -- BBB Rated -- Declining AV
***Preliminary, subject to change**

<i>Period Ending</i>	<i>Principal</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Assessed Valuation</i>	<i>Debt Service Mill Levy</i>
12/1/2022	0	0	0	299,301,429.60	0.000000
12/1/2023	925,000.00	850,950.00	1,775,950.00	299,301,429.60	5.933650
12/1/2024	795,000.00	813,950.00	1,608,950.00	271,259,368.20	5.931408
12/1/2025	830,000.00	782,150.00	1,612,150.00	271,259,368.20	5.943205
12/1/2026	695,000.00	748,950.00	1,443,950.00	243,217,306.80	5.936872
12/1/2027	725,000.00	721,150.00	1,446,150.00	243,217,306.80	5.945917
12/1/2028	585,000.00	692,150.00	1,277,150.00	215,175,245.40	5.935395
12/1/2029	610,000.00	668,750.00	1,278,750.00	215,175,245.40	5.942830
12/1/2030	465,000.00	644,350.00	1,109,350.00	187,133,184.00	5.928131
12/1/2031	485,000.00	625,750.00	1,110,750.00	187,133,184.00	5.935612
12/1/2032	530,000.00	606,350.00	1,136,350.00	190,875,847.68	5.953346
12/1/2033	550,000.00	585,150.00	1,135,150.00	190,875,847.68	5.947059
12/1/2034	595,000.00	563,150.00	1,158,150.00	194,693,364.63	5.948585
12/1/2035	615,000.00	539,350.00	1,154,350.00	194,693,364.63	5.929067
12/1/2036	665,000.00	514,750.00	1,179,750.00	198,587,231.93	5.940714
12/1/2037	690,000.00	488,150.00	1,178,150.00	198,587,231.93	5.932657
12/1/2038	745,000.00	460,550.00	1,205,550.00	202,558,976.56	5.951600
12/1/2039	770,000.00	430,750.00	1,200,750.00	202,558,976.56	5.927903
12/1/2040	825,000.00	399,950.00	1,224,950.00	206,610,156.10	5.928799
12/1/2041	860,000.00	366,950.00	1,226,950.00	206,610,156.10	5.938479
12/1/2042	920,000.00	332,550.00	1,252,550.00	210,742,359.22	5.943513
12/1/2043	945,000.00	304,950.00	1,249,950.00	210,742,359.22	5.931176
12/1/2044	1,000,000.00	276,600.00	1,276,600.00	214,957,206.40	5.938856
12/1/2045	1,030,000.00	246,600.00	1,276,600.00	214,957,206.40	5.938856
12/1/2046	1,085,000.00	215,700.00	1,300,700.00	219,256,350.53	5.932325
12/1/2047	1,120,000.00	183,150.00	1,303,150.00	219,256,350.53	5.943499
12/1/2048	1,180,000.00	149,550.00	1,329,550.00	223,641,477.54	5.945006
12/1/2049	1,215,000.00	114,150.00	1,329,150.00	223,641,477.54	5.943218
12/1/2050	1,275,000.00	77,700.00	1,352,700.00	228,114,307.09	5.929922
12/1/2051	1,315,000.00	39,450.00	1,354,450.00	228,114,307.09	5.937593
	24,045,000.00	13,443,650.00	37,488,650.00		

Operating Mill Levy
NW Colorado Recreation District
General Obligation Bonds, Series 2022
\$25.430 Million Project -- BBB Rated -- Declining AV
***Preliminary, subject to change**

<i>Period Ending</i>	<i>Assessed Valuation</i>	<i>OPS Mill Levy</i>	<i>OPS Revenue</i>
12/1/2022	299,301,429.60	4.000000	1,197,205.72
12/1/2023	299,301,429.60	4.000000	1,197,205.72
12/1/2024	271,259,368.20	4.000000	1,085,037.47
12/1/2025	271,259,368.20	4.000000	1,085,037.47
12/1/2026	243,217,306.80	4.000000	972,869.23
12/1/2027	243,217,306.80	4.000000	972,869.23
12/1/2028	215,175,245.40	4.000000	860,700.98
12/1/2029	215,175,245.40	4.000000	860,700.98
12/1/2030	187,133,184.00	4.000000	748,532.74
12/1/2031	187,133,184.00	4.000000	748,532.74
12/1/2032	190,875,847.68	4.000000	763,503.39
12/1/2033	190,875,847.68	4.000000	763,503.39
12/1/2034	194,693,364.63	4.000000	778,773.46
12/1/2035	194,693,364.63	4.000000	778,773.46
12/1/2036	198,587,231.93	4.000000	794,348.93
12/1/2037	198,587,231.93	4.000000	794,348.93
12/1/2038	202,558,976.56	4.000000	810,235.91
12/1/2039	202,558,976.56	4.000000	810,235.91
12/1/2040	206,610,156.10	4.000000	826,440.62
12/1/2041	206,610,156.10	4.000000	826,440.62
12/1/2042	210,742,359.22	4.000000	842,969.44
12/1/2043	210,742,359.22	4.000000	842,969.44
12/1/2044	214,957,206.40	4.000000	859,828.83
12/1/2045	214,957,206.40	4.000000	859,828.83
12/1/2046	219,256,350.53	4.000000	877,025.40
12/1/2047	219,256,350.53	4.000000	877,025.40
12/1/2048	223,641,477.54	4.000000	894,565.91
12/1/2049	223,641,477.54	4.000000	894,565.91
12/1/2050	228,114,307.09	4.000000	912,457.23
12/1/2051	228,114,307.09	4.000000	912,457.23
			26,448,990.49

Total Mill Levy
NW Colorado Recreation District
General Obligation Bonds, Series 2022
\$25.430 Million Project -- BBB Rated -- Declining AV
***Preliminary, subject to change**

<i>Period Ending</i>	<i>Debt Service Mill Levy</i>	<i>OPS Mill Levy</i>	<i>Total Mill Levy</i>
12/1/2022	0.000000	4.000000	4.000000
12/1/2023	5.933650	4.000000	9.933650
12/1/2024	5.931408	4.000000	9.931408
12/1/2025	5.943205	4.000000	9.943205
12/1/2026	5.936872	4.000000	9.936872
12/1/2027	5.945917	4.000000	9.945917
12/1/2028	5.935395	4.000000	9.935395
12/1/2029	5.942830	4.000000	9.942830
12/1/2030	5.928131	4.000000	9.928131
12/1/2031	5.935612	4.000000	9.935612
12/1/2032	5.953346	4.000000	9.953346
12/1/2033	5.947059	4.000000	9.947059
12/1/2034	5.948585	4.000000	9.948585
12/1/2035	5.929067	4.000000	9.929067
12/1/2036	5.940714	4.000000	9.940714
12/1/2037	5.932657	4.000000	9.932657
12/1/2038	5.951600	4.000000	9.951600
12/1/2039	5.927903	4.000000	9.927903
12/1/2040	5.928799	4.000000	9.928799
12/1/2041	5.938479	4.000000	9.938479
12/1/2042	5.943513	4.000000	9.943513
12/1/2043	5.931176	4.000000	9.931176
12/1/2044	5.938856	4.000000	9.938856
12/1/2045	5.938856	4.000000	9.938856
12/1/2046	5.932325	4.000000	9.932325
12/1/2047	5.943499	4.000000	9.943499
12/1/2048	5.945006	4.000000	9.945006
12/1/2049	5.943218	4.000000	9.943218
12/1/2050	5.929922	4.000000	9.929922
12/1/2051	5.937593	4.000000	9.937593