



Town Council Packet
May 27, 2025 @ 7:00pm



Item #1 – Agenda



GUIDELINES FOR PUBLIC INPUT

Public Input is a vital and important portion of every meeting and will be permitted throughout the meeting, but according to the following guidelines:

- a. Public input is allowed during the Agenda identified **Public Input** and **Public Hearing** portion of the meeting.
 - i. If you would like to address the meeting during the appropriate times, please raise your hand and when called upon you will be asked to come to the podium. ***Announce your name*** so that your statements can be adequately captured in the meeting minutes.
 - ii. ***Please keep your comments to 3-5 minutes*** as others may want to participate throughout the meeting and to insure that the subject does not drift.
- b. Throughout the meeting agenda calls for public input will be made, generally pertaining to specific action items. Please follow the same format as above.
- c. At the conclusion of the meeting, if the meeting chair believes additional public comment is necessary, the floor will be open.

We hope that this guideline will improve the effectiveness and order of the Town's Public Meetings. It is the intent of your publicly elected officials to stay open to your feelings on a variety of issues.

Thank you, Rangely Mayor

Town of Rangely

May 27th, 2025 - 7:00pm

Town of Rangely Council Chambers

Agenda

Rangely Board of Trustees (Town Council)

RON GRANGER, MAYOR

ANDY SHAFFER, MAYOR PROTEM

TODD THAYN, TRUSTEE

SHAWN MORGAN, TRUSTEE

TIM WEBBER, TRUSTEE

KYLE WREN, TRUSTEE

ROBBY ELAM, TRUSTEE

1. Call to Order

2. Roll Call

3. Invocation

4. Pledge of Allegiance

5. Minutes of Meeting

a. Discussion and Action to approve the Town Council minutes of May 13th, 2025.

6. Petitions and Public Input

7. Changes to the Agenda

8. Public Hearings - 7:10pm

9. Town Manager Update

10. Council Reports

11. Supervisor Reports

a. Chief Hamblin

12. Old Business

13. New Business

a. Discussion and action to approve April 2025 Financial Statement

b. Discussion and action to approve the MOU between Colorado Northwestern Community College and the Rangely Police Department for the Academic year 2025-2026 and 2026-2027.

c. Discussion and action to approve the Revised Contract for Professional Services between Rio Blanco County and the Town of Rangely for Building Official Services for 2025.

14. Informational Items

a. RALLY CAR July 18th-20th, 2025

15. Board Vacancies

16. Scheduled Announcements

a. Giant Step Preschool Board meeting is scheduled for May 1st, 2025, at 6:00 pm

b. Rio Blanco County Commissioners Board meeting is scheduled for May 13th, 2025, at 11:00 am in Meeker.

- c. Community Outreach meeting is scheduled for May 14th, 2025, at noon at RDH Conference Room*
- d. Rangely School District Board meeting has been scheduled for May 20th, 2025, at 6:15 pm*
- e. Rangely Junior College District Board meeting is scheduled for May 20th, 2025, at 12:00 noon.*
- f. Rangely Chamber of Commerce Board meeting is scheduled for May 15th, 2025, at 12:30 noon.*
- g. Rangely District Library Board meeting is scheduled for May 19th, 2025, at 5:00 pm*
- h. WRB Park & Recreation District Board meeting is scheduled for May 19th, 2025, at 6:00 pm*
- i. Rural Fire Protection District Board meeting is scheduled for May 19th, 2025, at 7:00 pm*
- j. Rio Blanco County Commissioners Board meeting is scheduled for May 27th, 2025, at 9:00 am in Rangely*
- k. Rangely District Hospital Board meeting is scheduled for May 28th, 2025, at 6:00 pm*
- l. RBC Water Conservancy District Budget Work session is scheduled for May 29th, 2025, at 6:30 pm*
- m. RDA/RDC Board meeting is scheduled for June 12th, 2025, at 7:30 am*

17. Adjournment

Item #5 – Minutes

Town of Rangely

May 13th, 2025 - 7:00pm

Town of Rangely Council Chambers

Minutes

Rangely Board of Trustees (Town Council)

RON GRANGER, MAYOR

ANDY SHAFFER, MAYOR PROTEM

TODD THAYN, TRUSTEE

SHAWN MORGAN, TRUSTEE

TIM WEBBER, TRUSTEE

KYLE WREN, TRUSTEE

ROBBY ELAM, TRUSTEE

1. **Call to Order** – 7:00pm
2. **Roll Call** – Andy Shaffer, Todd Thayne, Shawn Morgan, Tim Webber, Kyle Wren, and Robby Elam present.
3. **Invocation** – Led by Kyle Wren
4. **Pledge of Allegiance** – Led by Allen Parker
5. **Minutes of Meeting**
 - a. *Discussion and Action to approve the Town Council minutes of April 22nd, 2025.* – **Motion made by Kyle Wren to approve the Town Council minutes of April 22nd, 2025, second by Shawn Morgan. Robby Elam and Todd Thayne abstain. Motion passed.**
6. **Petitions and Public Input**
 - a. *Kelly Christian – 4R Animals Update* – Kelly wanted to update the council on grants that they have applied for and received. Kelly stated that they applied and were awarded a \$8000 grant from CPOF to help with spay & neuter, vaccinations and chipping animals. Kelly also stated that they are seeking another grant to help with non-capital projects. Utah Gas Corp made a donation to help offset adoption fees and the money jars around town are used directly for the animals. Kelly mentioned that the shelter continues to need volunteers.
7. **Changes to the Agenda** - None
8. **Public Hearings** - 7:10pm
9. **Town Manager Update** – Allen stated that the banners were put up, the flowers have been planted, and the Purdy pit has been burned. Allen reported that grants for the east entrance have been submitted and will be used to get concrete blocks. Allen stated that the lots for the housing project have been closed on, Kerry is back to digitize files for the summer. Allen also stated that he met with Matt Franks from the county to discuss new ideas. Allen reported that Rally car came to Rangely to look at the routes and make changes to some of the routes and have an organizational meeting.
10. **Council Reports** – Ron Granger stated that CNCC graduation will be on May 17th. Kyle Wren reminded everyone of the Community Outreach Meeting to be held at the hospital on May 14th at noon. Officer Kilduff stated that Raelynn Norman will be graduating from the NPS program at CNCC on May 16th at 10:30am. Tim Webber stated that LARPing will be in town the weekend of Memorial day.
11. **Supervisor Reports**

12. Old Business

13. New Business

- a. *Discussion and action to approve April 2025 Check Register – Motion made by Todd Thayn to approve the April 2025 Check Register, second by Robby Elam. Motion passed.*
- b. *Discussion and action to approve the Liquor License renewal for Perry Investments Inc. DBA Main Street Pub – Motion made by Tim Webber to approve the Liquor License renewal for Perry Investments Inc. DBA Main Street Pub, second by Kyle Wren. Motion passed.*

14. Informational Items

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- m. *RDA/RDC Board meeting is scheduled for June 12th, 2025, at 7:30 am*

17. Adjournment – 7:31pm

ATTEST:

RANGELY TOWN COUNCIL:

Marybel Cox, Clerk

Ron Granger, Mayor

Items #8 - Public Hearing

#9 - Reports from Officers

#10 - Report from Council

#11 - Supervisors Reports

Items #12 – Old Business
#13 - New Business

Income Statement

Town of Rangely

Month Ending April 2025

GENERAL FUND Revenue	YTD ACTUAL		2025 BUDGET	
	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
Taxes	\$460,657	51%	\$1,928,500	23.89%
Licenses and Permits	\$9,492	1%	\$34,800	27.28%
Intergovernmental Revenue	\$101,142	11%	\$2,246,000	4.50%
Charges for Services	\$163,336	18%	\$490,000	33.33%
Miscellaneous Revenue	\$174,059	19%	\$658,100	26.45%
Total General Revenue	\$908,686	100%	\$5,357,400	16.96%
GENERAL FUND Operating Expenses	YTD ACTUAL		2025 BUDGET	
	YTD Amount	% of Expenses	Budget 2025	% of Budget Expended
Town Council	\$16,306	1%	\$65,161	25.02%
Court	\$6,371	0%	\$23,340	27.30%
Administration	\$84,975	5%	\$301,809	28.16%
Finance	\$70,639	4%	\$241,441	29.26%
Building & Grounds	\$119,390	7%	\$335,552	35.58%
Economic Development	\$124,222	7%	\$434,126	28.61%
Police Department	\$416,313	25%	\$1,178,652	35.32%
Animal Shelter	\$38,972	2%	\$135,010	28.87%
Public Works	\$160,942	10%	\$507,390	31.72%
Foundation Trans. & Non Depart. Transfer	\$278,176	17%	\$895,000	31.08%
Total Capital Improvements	\$367,596	22%	\$1,563,000	23.52%
Total General expenses	\$1,683,902	100%	\$5,680,481	29.64%
Net Revenue over Expenditures	(\$775,216)	100%	(\$323,081)	239.94%
WATER FUND Revenue	YTD ACTUAL		2025 BUDGET	
	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
Water Revenue	\$227,248	100%	\$1,718,655	13.22%
WATER FUND Operating Expenses	YTD ACTUAL		2025 BUDGET	
	YTD Amount	% of Expense	Budget 2025	% of Budget Expended
Water Supply	\$154,845	49%	\$493,134	31.40%
Water Supply Capital Expense	\$6,561	2%	\$725,500	0.90%
Water Fund Dept. Transfers and Conting.	\$112,583	35%	\$282,957	39.79%
PW - Transportation & Distribution	\$30,919	10%	\$131,372	23.54%
PW - Transportation & Distrib. Capital Exp	\$19	0%	\$20,000	0.00%
Raw Water	\$12,335	4%	\$56,521	21.82%
Raw Water Capital Expense	\$0	0%	\$40,000	0.00%
Total Water expenses	\$317,261	100%	\$1,749,484	18.13%
Net Revenue over Expenditures	(\$90,013)	100%	(\$30,829)	291.97%
GAS FUND Revenue	YTD ACTUAL		2025 BUDGET	
	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
Gas Revenue	\$648,561	100%	\$1,545,503	41.96%
GAS FUND Operating Expenses	YTD ACTUAL		2025 BUDGET	
	YTD Amount	% of Expense	Budget 2025	% of Budget Expended
Gas Expenses	\$440,930	88%	\$1,175,082	37.52%
Gas Capital Expense	\$0	0%	\$171,700	0.00%
Total Transfers	\$60,000	12%	\$180,000	33.33%
Total Selling Expenses	\$500,930	100%	\$1,526,782	32.81%
Net Revenue over Expenditures	\$147,631	100%	\$18,721	788.59%
Wastewater FUND Revenue	YTD ACTUAL		2025 BUDGET	
	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
Wastewater Revenue	\$137,258	100%	\$610,500	22.48%
Wastewater FUND Oper Expenses	YTD ACTUAL		2025 BUDGET	
	YTD Amount	% of Expense	Budget 2025	% of Budget Expended
Wastewater Expenses	\$59,558	54%	\$249,443	23.88%
Wastewater Capital Expense	\$338	0%	\$137,000	0.25%
Total Transfers	\$50,000	45%	\$150,000	33.33%
Total Selling Expenses	\$109,896	100%	\$536,443	20.49%
Net Revenue over Expenditures	\$27,362	100%	\$74,057	36.95%

Town of Rangely

Month Ending April 2025

Rangely Housing Auth Revenue			2025 BUDGET	
	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
Rangely Housing Auth Revenue	\$83,603	100%	\$275,000	30.40%
		+	2025 BUDGET	
Rangely Housing Auth Oper Expenses	YTD Amount	% of Expense	Budget 2025	% of Budget Expended
Rangely Housing Auth Expenses	\$65,926	78%	\$200,881	32.82%
Housing Authority Capital Expense	\$9,155	11%	\$25,000	36.62%
Debt Service and Transfers	\$9,560	11%	\$48,500	19.71%
Total Expense	\$84,641	100%	\$274,381	30.85%
Net Revenue over Expenditures	(\$1,037)	100%	\$619	-167.59%
		YTD ACTUAL	2025 BUDGET	
Fund for Public Giving Revenue	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
Fund for Public Giving Revenue	\$1,600	100%	\$9,000	17.78%
		YTD ACTUAL	2025 BUDGET	
Fund for Public Giving Oper Expenses	YTD Amount	% of Expense	Budget 2025	% of Budget Expended
Fund for Public Giving Expenses	\$3,500	100%	\$6,000	58.33%
Net Revenue over Expenditures	(\$1,900)	100%	\$3,000	0.00%
		YTD ACTUAL	2025 BUDGET	
Economic Development Revenue	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
RDA Revenues	\$30,212	100%	\$2,119,500	1.43%
		YTD ACTUAL	2025 BUDGET	
Economic Development Oper Expenses	YTD Amount	% of Expense	Budget 2025	% of Budget Expended
RDA Expenses	\$20,534	100%	\$210,200	9.77%
RDA Capitol Expense	\$0	100%	\$1,800,000	0.00%
Total Expense	\$20,534	100%	\$2,010,200	1.02%
Net Revenue over Expenditures	\$9,678	100%	\$109,300	8.85%
		YTD ACTUAL	2025 BUDGET	
Conservation Trust Revenue	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
Conservation Trust Revenue (Grant \$136K)	\$3,617	100%	\$816,700	0.44%
		YTD ACTUAL	2025 BUDGET	
Conservation Trust Oper Expenses	YTD Amount	% of Expense	Budget 2025	% of Budget Expended
Conservation Trust Expenses	\$0	100%	\$950,000	0.00%
Net Revenue over Expenditures	\$3,617	100%	(\$133,300)	-2.71%
		YTD ACTUAL	2025 BUDGET	
Housing Assistance Revenue	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
Housing Assistance Revenue	\$964	100%	\$25,500	3.78%
		YTD ACTUAL	2025 BUDGET	
Housing Assistance Oper Expenses	YTD Amount	% of Expense	Budget 2025	% of Budget Expended
Housing Assistance Expenses	\$0	100%	\$2,000	0.00%
Housing Capitol Expense	\$945	100%	\$40,000	2.36%
Net Revenue over Expenditures	\$19	100%	(\$16,500)	-0.11%
		YTD ACTUAL	2025 BUDGET	
Rangely Develop Corp Revenue	YTD Amount	% of Revenue	Budget 2025	% of Budget Expended
Rangely Develop Corp Revenue	\$2,926	100%	\$10,250,500	0.03%
		YTD ACTUAL	2025 BUDGET	
Rangely Develop Corp Expenses	YTD Amount	% of Expense	Budget 2025	% of Budget Expended
Rangely Develop Corp Expenses	\$912	100%	\$67,500	1.35%
RDC Capitol Expense	\$486	100%	\$10,600,000	0.00%
Total Expense	\$1,397	100%	\$10,667,500	0.01%
Net Revenue over Expenditures	\$1,528	100%	(\$417,000)	0.00%

INCOME STATEMENT ROLL-UP		Actual YTD	Budget YTD	
Total Revenues		\$2,044,676	\$22,728,258	9.00%
Total Expenses		\$2,723,006	\$23,441,271	11.62%
Net Revenue over Expense		-\$678,330	-\$713,013	95.14%

MEMORANDUM OF UNDERSTANDING

Between

COLORADO NORTHWESTERN COMMUNITY COLLEGE, CRAIG
AND
POLICE DEPARTMENT, RANGELY COLORADO

Academic Years 2025-2027

The Memorandum of Understanding aims to enhance public safety and overall quality of life in the Town of Craig by strengthening collaboration between Colorado Northwestern Community College (CNCC), its Safety Staff, and the Rangely Police Department (RPD). While CNCC's conduct team manages most incidents of misconduct and campus safety concerns, the college recognizes that certain situations may require RPD's intervention and support.

This agreement is designed to:

- Improve communication between CNCC and RPD.
- Identify and address potential barriers to effective collaboration.
- Establish problem-solving strategies that both CNCC and RPD can implement.

CNCC and RPD seek to foster a deeper understanding of each partner's perspectives, creating opportunities for compromise and collaboration. Recognizing the mutual benefits of cooperation and the shared commitment to maintaining a safe and secure environment on and around the CNCC campus, both organizations agree to establish a working partnership. This collaboration aims to enhance services, strengthen community support, and advance the mission and goals of each institution.

The CNCC Safety Management Office, through the Safe Campus Coordinator, will serve as the primary point of contact for all matters related to this agreement. CNCC will designate a Safe Campus Associate for the Craig Campus to facilitate local coordination.

In the event of an incident on the CNCC Craig campus, RPD will contact the Safe Campus Associate. RPD will also maintain a College Resource Coordinator as its designated CNCC contact, with the understanding that communication will likely be initiated by the on-duty supervisor at the time.

This agreement is designed to ensure a seamless transition between CNCC's safety and security services and the local criminal justice system's support, fostering an effective and coordinated response.

The Rangely Police Department (RPD) agrees to the following:

- When contacted by the CNCC Office of Safety Management, RPD will collaborate to resolve issues, enforce regulations, and provide necessary updates. In fulfilling its public safety duties as prescribed by Colorado statute, RPD will maintain communication with CNCC unless confidentiality requirements or investigative concerns prevent disclosure. RPD will keep the CNCC Safety Management team informed of the situation throughout

the course of RPD involvement with students, staff and college administrators until closure of the investigation or litigation.

- Unless conducting a particularly sensitive or confidential investigation not initiated by CNCC, RPD personnel will contact CNCC and keep the CNCC Office of Security Management informed of the situation as both a resource and a courtesy to the College.
- RPD will conduct routine patrols on campus, including occasional monitoring of parking lots and roads, brief visits to familiarize personnel at Information Central and other administrative offices, classroom training sessions, and periodic walkthroughs of campus buildings to ensure general public safety. It is understood that CNCC will be consulted directly if CPD plans to expand its presence in the following ways:
 - Establishing irregular or more frequent patrols on campus.
 - Conducting hallway monitoring and student questioning.
 - Deploying non-uniformed officers for surveillance.
 - Increasing traffic monitoring in campus parking lots and surrounding roads.
- RPD will respond to and investigate all person-to-person crimes on the CNCC campus.
- RPD will assist with dignitary protection operations when directed by the Chief of Police and based upon the existing policy of the City of Craig.
- RPD will support CNCC by responding to felony drug crimes that occur on campus.
- Unless it would compromise an ongoing investigation, RPD will provide CNCC with information regarding any police action exercised by the RPD while on campus.

Colorado Northwestern Community College (CNCC) agrees to the following:

- Provide campus identification specific to each RPD officer, which such officer(s) will use for access to campus facilities.
- Escort and provide assistance to the RPD whenever needed to aid in the performance of the on-duty police officers.
- Be responsible for providing basic community safety on the CNCC campus.
- Investigate and prosecute all college conduct cases and offenses; interview and establish the need for RPD to be involved in investigations; refer cases to RPD when deemed substantial, have the potential for violent outcomes, endanger staff/students or involve narcotics.
- Work with crime victims; provide assistance and consultation regarding offenses.
- Keep incident reports for all conduct infractions, Title IX concerns, property crimes and misdemeanor person-to-person crimes on campus and make such available upon request by RPD.
- If there is evidence of a felony drug crime, weapons offense, or other crime, RPD will be informed and the case will be turned over to the RPD.
- CNCC will turn over to the RPD any unlawfully possessed firearms or other weapons seized from persons on campus.

If resident halls are ever purchased or construction on the CNCC Craig campus, the parties to this agreement shall meet to develop appropriate procedures.

Any updates or amendments to this agreement must be made in writing and approved by the President of CNCC and the Rangely Chief of Police, in consultation with CNCC's Safety Management Office.

In conclusion, this agreement is designed to facilitate clear communication and structured collaboration, promoting the well-being of both CNCC and the Rangely community. All provisions within this agreement, as well as the actions taken by both parties in its execution, are expected to comply with the requirements of the Clery Act.

By signing this MOU, both parties agree to the terms stated in this partnership agreement.

Dr. Lisa Jones, CNCC President

Date

Chief of Police, RPD

Date

Mayor of Rangely

Date

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (hereinafter referred to as "Contract") is made and entered into this _____ day of May, 2025 by and between the Board of County Commissioners of Rio Blanco County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as the "County") and the Board of Trustees of the Town of Rangely, a Colorado Statutory Town (hereinafter referred to as the "Town").

WITNESSETH

WHEREAS, both Town and County are organized and existing under and by virtue of the laws of the State of Colorado and are authorized pursuant to C.R.S. §29-1-203 to cooperate and contract with each other to provide for functions, services, and facilities as hereinafter set forth.

WHEREAS each entity possesses plenary power and authority over the construction and building of structures within their respective jurisdictions as evidenced among other things by their adoption and enforcement of certain building codes; and,

WHEREAS, the Town desires to continue to exercise its plenary power and authority over the building process but from time-to-time desires to engage the services of the County to perform certain work as specified herein for the benefit of the Town; and,

WHEREAS, the County is willing to perform the work for the Town in accordance with the terms and conditions set forth herein; and,

WHEREAS, in an effort to improve data sharing and reduce operating costs associated with reviewing, issuing and inspecting building permits the Town and the County have agreed to cooperate; and,

WHEREAS, the Parties find that the performance of this Contract is in the best interest of both the Town and the County and that this undertaking will benefit the public, by reducing personnel and administrative costs.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREIN SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Service to Be Provided by County:

The County shall provide the following services to the Town:

- a. County will make its Chief Building Official services available to the Town as its Chief Building Official who will provide the services that are the subject of this Agreement by interpreting and enforcing the provisions of the building codes currently adopted by Town. The parties agree and recognize that the County's Chief Building Official shall be and remain an employee of the County and except for the remuneration set forth herein, Town shall have no obligation to provide salary or benefits to said Building Official. County shall not be responsible for any plumbing or electrical inspections and those inspections are to be performed by a State of Colorado inspector. State of Colorado Plumbing or Electrical inspections shall be arranged by the property owner, or designee directly, County shall have no responsibility to make such arrangements or to ensure said state required inspections have occurred. All septic systems shall be engineered to comply with the State of Colorado and the Building Code requirements.
- b. County will provide Town with reasonable reports on services provided by County

as requested by Town.

- c. The County shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work and enforce within the jurisdictional boundaries of the Town of Rangely.

2. Services not provided by County:

The Town retains its own independent building operations and the County is only assisting in providing County personnel and expertise as needed by Town. For instance, any complaints or appeals relative to the enforcement or other recommendations of the County personnel providing inspection services hereunder are to be managed, handled and heard by the Town through the Town's own administration and appeal process. The County will not investigate building code violations of non-permitted projects. Any complaints or requests for investigation will be referred to the Town. In addition, County will not directly perform commercial or industrial inspections, but may upon request provide Town assistance and share expertise with Town. The actual commercial or industrial inspections shall be performed by a third party designated and hired by Town.

3. Triggering County Services.

Notice will only be provided to the County once the following items have been completed by the Town:

- a. All Zoning and/or Planning requirements have been met and approved by the Town, as applicable.
- b. All fees have been collected by the Town
- c. Notice of Activity has been approved by the Town
- d. Written Notice to Proceed has been issued to the County by the Town

4. Payment. For the performance by the County under this Contract, the Town shall compensate and reimburse the County as follows:

- a. Annual contract based on a lump sum of \$40,000.00 to be paid annually on the date of signature of this contract.
- b. The total sum of Forty Thousand Dollars (\$40,000.00) shall be paid by the Town to the County in four (4) equal quarterly installments of Ten Thousand Dollars (\$10,000.00) each, with the first installment due upon execution of this Agreement, and subsequent installments due every three (3) months thereafter until the total amount is paid in full.

5. In the performance of its work hereunder the County shall be deemed an independent contractor with the authority to control and direct the performance and detail of its work to be performed hereunder.

6. Except for documents or records subject to the Colorado Open Records Act ("CORA") the parties hereto shall retain in the strictest confidence all information furnished to or created pursuant to this Contract. If either party is served or provided a request for CORA information, they shall immediately notify the other and the parties shall, to the extent possible, work cooperatively to respond to such request.

7. This Contract may be terminated at any time by either party upon 90 days advanced written

notice of intent to terminate this Contract.

8. Upon notice of impending termination or expiration of this Contract, the County shall complete all field work, and documentation for the construction or other projects which were started under this Contract, unless it is determined by the Town Manager that is not necessary which such determination may be made at the discretion of Town Manager on a case-by-case basis. At this time the County shall also deliver to the Town the final report and all other documents, papers, calculations, notes, designs, maps, reports or other technical papers which have been prepared by the County under this contract. Provided further, nothing herein prevents the County from retaining copies of such items for its own use.

9. The term of this Contract shall be for one (1) year from the date of the execution hereof and may be renewed by mutual consent of the parties by addendum approved by each of the party's governing bodies.

10. Any expenditure under this Contract by either party outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

11. In any action brought under this Contract, the prevailing party shall be entitled to recover its actual costs and attorney's fees and all other litigation costs, including expert witness fees, and all actual reasonable attorney's fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Contract and shall survive the entry of any such judgment. The Parties submit to jurisdiction and venue in the District Court of the County of Rio Blanco, Colorado.

12. No provision of this Contract shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of the Contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

13. Force Majeure: Should any circumstances beyond the control of Town or County occur that delay or render impossible the performance of any obligation due under this Contract, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension or canceled if performance has been rendered impossible thereby. Such events may include, without limitation, war, acts of terrorism; natural disasters; industry-wide labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Town and Customer. Neither party shall be liable under this Contract for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances.

14. Governmental Immunity: No term or condition of this Contract shall be construed or interpreted as a waiver by either the County or the Town, express or implied, of any of the immunities, rights,

benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 2671 et seq., as applicable now or hereafter amended.

15. Entire Contract: The Contract constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the Contract.

16. Required Signatures: Person(s) signing as or on behalf of Town and County represent by their signature the person(s) signing is/are fully authorized to so sign this Contract and that each has taken all steps necessary so that the signature(s) is/are binding upon the Parties.

17. Execution by Counterparts; Electronic Signatures: Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or Facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted into PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS § 24-71-101 to 121.

Dated this _____ day of _____ 2025

**The Board of County Commissioners
Of Rio Blanco County, Colorado**

Town of Rangely

Jennifer O'Hearon, Chair

Allen Parker, Town Administrator

Item #15 – Informational Items

Item 17 – Scheduled Announcements