

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
1198 W. Victory Way Craig, Colorado 81625
(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, August 13, 2024

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) July 23 (pgs 3-6)

Resolutions:

- b) 2024-84: Payroll (pg 7)
- c) 2024-85: Accounts Payable (pg 8)
- d) 2024-86: Payroll (pg 9)

Contracts & Reports:

- e) Department of Human Services/Core Services Program/Mental Health Treatment Services contract w/K. Gibbs (pgs 10-13)
- f) Ratify:
 - Letter of Support for MCTA Marketing grant application (pg 14)
 - Letter of Support for Town of Dinosaur sidewalk project grant application (pg 15)
 - Certificate of Completion for new Courthouse Project (pg 16)
- g) Treasurer's Report (pgs 17 & 18)
- h) Award Letter for Clerk's Office Electronic Recording Technology Grant (pg 19)
- ~~i) Loudy Simpson Park Ice Arena lease w/CO Extreme (pgs TBD)~~
- j) Sheriff's Office Professional Services contract w/J. Sanchez for Law Enforcement Skills Training Instructor (pgs 20-28)

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

Public Comment/General Discussion:



4:49 PM8/12/2024

8:45 am

Public Hearing:

1) Planning & Zoning – Candace Miller

- C-24-01: Franklin Stetson - Conditional Use Application for secondary residence (pgs 29-31)
- V-24-01: Tammy Thorpe - Zoning Variance Application for reduction of front setback (pgs 32-35)
- T-24-01: Masa B&B, LLC - Temporary Use Application for temporary employee housing (pgs 36-44)

Presentation:

TransWest Express – Kara Choquette

- Project update (pgs 45-52)

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/cMX8ChoVyEk?feature=share>

OR

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

Adjournment

The next scheduled BOCC meeting will be Tuesday, August 27, 2024 - 8:30 am

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

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



4:49 PM 8/12/2024

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

July 23, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Angie Boss; Jeff Comstock; Chris Nichols; Jim Howell; Cathy Nielson; Heather Brumblow; Todd Wheeler; Stacy Morgan; Jayne Morley; Chip McIntyre; Ashley Dishman

Call to Order
Pledge of Allegiance

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

Bohrer made a motion to approve the agenda as presented. Villard seconded the motion. Motion carried 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) July 9; June 26 – Executive Session

Resolutions:

- b) 2024-77: Payroll
c) 2024-78: Transfer of Intergovernment Funds
d) 2024-79: Accounts Payable
e) 2024-80: P-Card Payments
f) 2024-81: Colorado Open Records Act (CORA) fee update

Contracts & Reports:

- g) Moffat County Attorney Employment Contract
h) Treasurer's Report(s)
i) Department of Public Health Service Agreement w/Memorial Regional Health re: Communicable Disease Screening and Diagnostic Testing
j) Department of Human Services Substance Abuse Treatment Services contract w/PROCOM
k) Operation & Maintenance Plan w/Forest Service for Freeman Reservoir Campground
l) Ratify:
 - POST Grant
 - Election Improvement/Security Grant
 - Credit Applications:
 - KLS Equipment Leasing
 - American Made Liner Systems

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

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

Public Comment/General Discussion:

Jayne Morley reminded the Board how valuable the Public Library is to our community and encouraged them to put any additional funding towards that facility.

Her second comment was about the rumor that the Pavilion building might be getting torn down in the wake of building a new multi-use events center. She is totally opposed to the Pavilion being removed.

Board of County Commissioners – Commissioner Villard gave an update on the progress of potential economic development projects.

Staff Reports:

Office of Emergency Management – Todd Wheeler

- **Resolution 2024 – 82:** Resolution Establishing Moffat County as a Local Authorizing Authority for Emergency Medical Services, Establishing Ambulance Service Areas, and Adopting Rules Surrounding Authorization

In 2022, the State decided to remove the licensing authority of EMS ambulances from the counties and reassign it to the Colorado Department of Public Health & Environment. They did retain one caveat that would allow the counties some authorization for licensure, primarily out of area ambulances. This resolution covers that, requiring the out of area ambulance providers to get a permit and clears up language for the Emergency Medical Director. It also moves the complaint process to the State.

Broom made a motion to approve **Resolution 2024 – 82:** Resolution Establishing Moffat County as a Local Authorizing Authority for Emergency Medical Services, Establishing Ambulance Service Areas, and Adopting Rules Surrounding Authorization. Villard seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:

Finance Department – Cathy Nielson & Heather Brumblow

- July Budget Supplemental (**Resolution 2024-74**) (see attached)

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

Nielson presented the July Budget Supplemental and highlighted any transactions that were over \$10,000. The supplemental provides a chance for various departments to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

Budget supplemental requests by category:	
Unexpected Revenue	\$283,603.48
Transfers	\$248,970.35
Increase Spending Authority	\$0.00
Rollovers	\$164,771.86
Downward Supplemental	\$163,487.00
Total Adjustments	\$860,832.69

Contingency Account History	
Balance as of January 1, 2024	\$625,000.00
March Supplemental	\$5,500.00
July Supplemental	\$0.00
December Supplemental	\$0.00
Balance as of July 23, 2024	\$619,500.00

Emergency Reserve Account History*	
Balance as of January 1, 2024	\$1,292,870.00
Balance as of July 23, 2024	\$1,292,870.00

*Emergency Reserve is 10% of the current year general fund budget

Bohrer asked the audience if there was anyone that would like to speak either for or against the July Supplemental Budget.

There was no other testimony or comments.

Back in regular session, Broom moved to approve the July Budget Supplemental (**Resolution 2024-74**). Villard seconded the motion. Motion carried 3-0.

Clerk & Recorder's Office – Stacy Morgan

- Special Event Liquor License: VFW/Moffat County Balloon Fest (see attached)

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

The VFW Post 4265 is applying for a Special Event Liquor License to run a beer garden during the Balloon Fest, August 3rd, at Loudy-Simpson Park.

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

There was no testimony or comments.

Bohrer closed the Public Hearing.

In regular session, Broom moved to approve the Special Event Liquor License for the VFW Post 4265 during the Balloon Fest. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:58 am

The next scheduled BOCC meeting is Tuesday, August 13, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-84
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 7/20/2024

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

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

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

Pay Date 8/2/2024

FROM FUND:			
General	0010.7000	\$304,052.56	cr
Road & Bridge	0020.7000	\$184,415.09	cr
Landfill	0070.7000	\$15,049.54	cr
Airport	0120.7000	\$726.96	cr
Library	0130.7001	\$11,572.45	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,229.22	cr
Mo Co Tourism	0320.7000	\$3,184.19	cr
PSC Jail	0072.7000	\$63,007.82	cr
Human Services	0030.7100	\$53,522.40	cr
Public Health	0065.7000	\$12,816.93	cr
SM I	0168.7000	\$3,590.77	cr
SM II	0169.7000	\$4,228.04	cr
TO FUND:			
Warrant	0100.1000	\$662,395.97	dr

Adopted this 13th day of August, A.D. 2024

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

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

RESOLUTION 2024-85
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF AUGUST 2024

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

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

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

FROM FUND:	Check Date:	8/13/2024		
General	110	<u>\$589,964.86</u>	CR	0010.7000
Road & Bridge	200	<u>\$432,284.50</u>	CR	0020.7000
Landfill	240	<u>\$21,132.77</u>	CR	0070.7000
Airport	260	<u>\$375.43</u>	CR	0120.7000
Emergency 911	270	<u>\$69,455.18</u>	CR	0350.7000
Capital Projects	510	<u>\$9,348.43</u>	CR	0160.7000
Conservation Trust	211	<u>\$3,776.25</u>	CR	0060.7000
Library	212	<u>\$2,998.54</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$608.05</u>	CR	0280.7000
Health & Welfare	720	<u>\$221,916.85</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,962.04</u>	CR	0170.7000
Internal Service Fund	710	<u>\$575.40</u>	CR	0325.7000
Lease Purchase Fund	410	<u> </u>	CR	0175.7000
NCT Telecom	520	<u> </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$741.33</u>	CR	0320.7000
PSC - JAIL	210	<u>\$10,949.42</u>	CR	0072.7000
Human Sevices	220	<u>\$4,256.99</u>	CR	0030.7100
Public Health	250	<u>\$1,756.55</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$52,014.71</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$442.00</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$17,064.52</u>	CR	0169.7000
Sunset Meadows II Security	920	<u> </u>	CR	0171.7000
ACET	275	<u>\$50.57</u>	CR	0040.7000
Shadow Mountain LID	530	<u> </u>	CR	0110.7000
MC Local Marketing District	231	<u>\$3,317.21</u>	CR	0050.7000
To Fund				
Warrant		<u>\$1,444,991.60</u>	DR	

Adopted this 13th day of August, 2024

Chairman

RESOLUTION 2024-86
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 8/3/2024

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

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

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

Pay Date 8/16/2024

FROM FUND:

General	0010.7000	\$296,104.60	cr
Road & Bridge	0020.7000	\$157,649.86	cr
Landfill	0070.7000	\$17,145.42	cr
Airport	0120.7000	\$791.50	cr
Library	0130.7001	\$11,857.29	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,728.43	cr
Mo Co Tourism	0320.7000	\$3,505.93	cr
PSC Jail	0072.7000	\$60,225.40	cr
Human Services	0030.7100	\$63,967.92	cr
Public Health	0065.7000	\$13,457.06	cr
SM I	0168.7000	\$4,073.19	cr
SM II	0169.7000	\$4,762.10	cr

TO FUND:

Warrant	0100.1000	\$640,268.70	dr
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Adopted this 13th day of August, A.D. 2024

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

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

WITNESS my hand and seal this 13th day of August, A.D. 2024.

 County Clerk & Ex-officio

Notes: New Billing address for Dr. Gibbs, LLC
PO Box 775432
Steamboat Spgs CO
80477

PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH TREATMENT SERVICES
JUNE 1, 2024 – MAY 31, 2025

1. THIS CONTRACT, made this 1st day of June, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Dr. Kathy Gibbs, LLC, P.O. Box 880066, Steamboat Spring, Colorado 80488 "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele 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 Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
 - a. Individual Counseling: \$135/hr
 - b. Family Counseling: \$135/hr
 - c. Parent/Child Interactional: \$135/hr
 - d. Court Testimony, authorized preparation time and report writing: \$160/hr
 - e. Travel Fee for Appointment in Craig Office: \$15/trip
 - f. 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 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 Fifteen Thousand dollars and no/100 cents (\$15,000). 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 reimbursement 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.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. 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 8 (e) and (f).

7. County agrees:

- a. To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
- b. To provide Contractor with written prior authorization on a child or family 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 referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (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 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 Colorado 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 forty-five (45) days 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 the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
 - i. 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.
 - ii. 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.
- i. To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.

- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.
- 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 and Employer's Liability and Unemployment Insurance in accordance with Sections 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 shall be 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.

- 9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
- 10. All Payments will be paid through the State's approved automated system, as appropriate.
 - Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

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

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

Kristin Grajeda
Kristin Grajeda, Director

5/1/2024
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR

Katherine Gibbs Dr Gibbs LLC *7/16/24*
Date

Katherine Gibbs Dr Gibbs LLC
Psychologist (title)

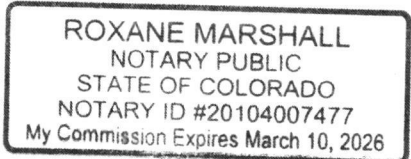
STATE OF COLORADO)
COUNTY OF *Moffat*) ss.

Subscribed and affirmed to before me this *16* day of *July*, 2024, by *Katherine Gibbs* (Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: *3-10-2026*

Roxane Marshall
Notary Public





August 6, 2024

Marketing Match Selection Committee
OEDIT / Colorado Tourism Office

RE: Moffat County Tourism Marketing Grant request

I am writing today on behalf of the Moffat County Board of County Commissioners to support the Moffat County Tourism grant request for adding video and photography assets in 2025.

Attaining these visual assets is fully supported by Moffat County. Recreational use in this area has grown extensively and the need for properly showing outdoor activities is a priority. The Moffat County Tourism proposal will offer new visual assets that potential visitors can clearly visualize local events, outdoor activities and our world class topography.

We thank you for your consideration.

Donald Broom
Commissioner
District 3



July 24, 2024

COOT Grant Review Committee
2829 W. Howard Place
Denver, CO 80204

Dear Review Committee Panel:

I am writing to support the Town of Dinosaur's Main Streets Grant Application for their Town Sidewalk Infrastructure Project along Highway 40. Dinosaur is a community impacted by the decline in the Oil and Gas industry, resulting in aging infrastructure. The installation of ADA-compliant sidewalks, and curb ramps is vital to ensure the safety of community members and visitors.

This project addresses the pressing need for ADA-compliant sidewalks and curb ramps to provide pedestrians with a safe route, while creating an inclusive and accessible environment. Additionally, it will promote active transportation by connecting the community to the local businesses and parks.

Supporting this project will significantly enhance the overall quality of life for the residents of Dinosaur. Furthermore, it will boost economic growth by encouraging increased foot traffic to local businesses.

Thank you for considering the Town of Dinosaur's Main Streets Grant Application for their Sidewalk Infrastructure project. This endeavor will positively impact the community and contribute to its continued development.

I appreciate your consideration for funding.

Sincerely,

Donald Broom District 3
Moffat County Commissioner

EXHIBIT E

CERTIFICATE OF COMPLETION

To: BOKF, N.A., as Trustee
Attention: Corporate Trust Services/Keith Papantonio

The undersigned hereby states and certifies that:

1. I am the County Representative (the "County Representative") of and for Moffat County, Colorado (the "County"), acting as the lessee's representative under the Lease Purchase Agreement, dated as of May 27, 2021 (the "Lease"), between BOKF, N.A., as Trustee, as lessor, and the County, as lessee. I am familiar with the facts herein certified and am authorized and qualified to certify the same.

2. The Project described in the Lease is substantially complete and all Costs of the Project as described therein have been paid except for the following amounts to be set aside by the Trustee to pay remaining Costs of the Project: \$ 937,668.31.

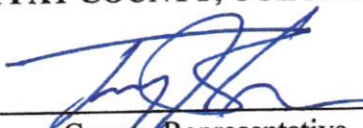
3. This Certificate shall constitute the Certificate of Completion for the purposes of the Lease and the definition of "Certificate of Completion" therein.

4. Notwithstanding the foregoing, this Certificate shall not prejudice any rights against third parties which exist at the date hereof or which may subsequently come into being.

5. In accordance with Section 7.3 of the Lease and Section 3.04 of the Indenture, the County hereby directs the Trustee to apply any balance remaining in the Construction Fund as follows:
Contracts with SGLC \$772,668.31; YVEA \$15,000; SPL7
\$150,000

MOFFAT COUNTY, COLORADO

By: _____


County Representative
Tony Bohrer

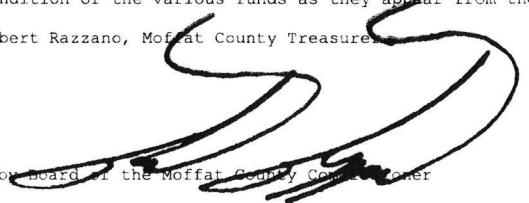
MONTHLY REPORT OF MOFFAT COUNTY TREASURER
 JUNE 29, 2024 THRU JULY 31, 2024

FUND	BEGINNING BALANCE	REVENUES				TRANSFERS (IN)	DISBURSEMENTS			ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP		CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	35,049,873.84	35,203.57	650,548.39	-25.12		42.86		-21,344.60	-968,515.60	34,745,783.34
ROAD & BRIDGE FUND	10,164,726.61		474,295.10		84,590.32			-3,602.09	-428,874.59	10,291,135.35
DEPARTMENT OF HUMAN SERVICES	1,638,279.47	2,016.77	118,161.40	-1.44					-132,884.34	1,625,571.86
ACET	313,504.16		-13,551.46						-6,172.50	293,780.20
MOFFAT COUNTY LOC MRKT DIST	606,261.34		10,878.22						-80,586.38	536,553.18
CONSERVATION TRUST FUND	228,213.18		785.17					-7.85	-1,859.09	227,131.41
MOFFAT COUNTY PUBLIC HEALTH	1,019,933.67	569.02	85,864.99	-0.50					-42,255.64	1,064,111.54
LANDFILL	1,840,806.46		95,048.90					-887.16	-81,727.29	1,853,240.91
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,864,560.17		168,047.98						-219,815.30	1,812,792.85
COUNTY HEALTH & WELFARE	4,066,572.05		345,946.12						-313,756.73	4,098,761.44
MEMORIAL REGIONAL HEALTH	316,150.74	5,402.08		-3.87						5,398.21
WARRANT FUND - COUNTY	392,955.06					2,414,450.92			-316,150.74	318,489.57
SHADOW MTN LOCAL IMPROVE DIST	191,475.16		1,421.94						-2,488,916.41	192,871.10
AIRPORT FUND	246,673.32		39,619.23						-26.00	283,993.65
PUBLIC LIBRARY	478,321.70		2,260.47						-386.00	450,692.41
COLO NORTHWEST COMM COLLEGE	327,246.89	5,404.58		-3.87	10,574.22				-22.61	15,920.92
M C SCHOOLS RE#1 - GENERAL	3,200,441.64	51,921.07	11,291.39	-35.97	124,596.76				-327,246.89	187,632.40
CAPITAL PROJECTS FUND	2,165,452.43		7,450.19			8,055.32			-140.85	2,175,876.44
PUBLIC SAFETY CENTER - CAP PROJ	553.16		1.06							554.22
NC TELECOM ESCROW ACCOUNT	255,170.91		877.91							254,413.76
SUNSET #1 SECURITY DEPOSIT	18,305.94									18,305.94
SUNSET MEADOWS #1	775,193.57		38,238.79			867.50			-30,760.99	783,538.87
SUNSET MEADOWS #2	78,415.84		38,512.50			867.50			-33,019.11	84,776.73
SENIOR CITIZENS CENTER - 15	271,520.74		12,173.66						-19,759.23	263,935.17
SUNSET #2 SECURITY DEPOSIT	17,786.86		438.00						-284.43	17,940.43
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	687,505.51	11,753.10		-8.27					-687,505.51	11,744.83
CITY OF CRAIG	263,000.36	18,339.89		-21.93	10,851.46				-263,000.36	28,808.38
TOWN OF DINOSAUR	1,798.28		322.62		169.70				-6.36	485.96
CAPITAL FUND - CITY OF CRAIG	29,980.98	2,158.14		-2.58	1,276.95				-29,980.98	3,390.02
ARTESIA FIRE PROTECTION DISTRICT	2,100.76		184.45		239.73				-9.03	415.15
CRAIG RURAL FIRE PROTECTION DIST	276,467.87	4,913.97		-4.54	7,902.34				-276,467.87	12,572.00
MAYBELL IRRIGATION	8,821.44	337.84			173.93				-239.77	9,333.21
MAYBELL SANITATION	171,011.14		5,267.36						-52.67	172,061.24
COLO. RIVER WATER CONSERVATION	52,418.03	900.52		-0.65	1,761.78				-43.98	2,617.67
YELLOW JACKET CONSERVANCY DIST.	2,564.53	.46			54.99				-0.02	55.43
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	644.51	4.68							-644.51	4.45
MOFFAT COUNTY TOURISM -LODGING 19	170,624.01		1,652.47						-0.23	-13,183.10
INTERNAL SER FUND-CENTRAL-DUP	97,201.51		830.41							-576.44
JUNIPER WATER CONSERVANCY DIST.	38,870.21		59.24							38,928.86
HIGH SAVERY WATER DISTRICT	0.00									0.00
UPPER YAMPA WATER CONSERVANCY	108,364.58	163.25			2,407.69				-0.59	2,562.97
911 FUND	762,301.59		19,135.68						-7.97	773,871.13
ADVANCE TAXES - REAL ESTATE	120.15									120.15
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	504,903.45		533,559.90						-455,147.09	583,316.26
CHECK CHANGE ACCOUNT	0.00		894.23						-894.23	0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		2,524.23						-2,524.23	0.00
PAYROLL EFT TAX PAYMENTS	0.00		301,955.81						-301,955.81	0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		244,599.87						-244,599.87	0.00
COUNTY SALES & LEASES	0.00		632.76							632.76
MOTOR VEHICLE REGIST.	17,833.90		5,985.38							23,819.28
2023 TREASURERS TAX DEED	1,640.11								-884.68	755.43

2017 TREASURERS TAX DEED	0.00									0.00
2010 TREASURER'S TAX DEED	3,878.18		219.54				-125.76			3,971.96
2022 TREASURER DEED'S	1,518.70									1,518.70
GRAND TOTALS	68,949,964.71	139,596.01	3,205,626.83	-108.74	244,599.87	2,424,284.10	-8,763,732.76	-27,209.32	-2,424,284.10	63,748,736.60

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 31st day of July 2024.

Robert Razzano, Moffat County Treasurer



Examined by board of the Moffat County Commissioner

Tony Bohrer
Chairperson

Melody Villard

Donald Broom



Select Start to begin

START

BOARD

July 3, 2024

Stacy Morgan
Moffat County Clerk & Recorder
1198 W Victory Way
Craig, CO 81625

Dear Clerk Morgan:

On behalf of the Electronic Recording Technology Board, we are pleased to inform you that your county has been awarded a grant in the amount of \$62,950.70 from the Electronic Recording Technology Fund. This reflects a deduction of the \$5,000.00 that Moffat County is contributing to the project.

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

Once you have reviewed the Grant Award Letter, please email Executive Director Michelle Batey ertbexecutivedirector@gmail.com with the name, title, and email address of the County Commissioner who will sign the grant agreement. He or she will then be routed a grant agreement to sign through DocuSign. There will be no need to mail any hard copies of the grant agreement.

Additionally, please email an invoice to ertbexecutivedirector@gmail.com.

If you have questions regarding this Grant, please contact: Executive Director Michelle Batey at 303-356-2174 by email ertbexecutivedirector@gmail.com.

Sincerely,

Christopher Beall
Electronic Recording Technology Board

AGREEMENT

This AGREEMENT ("Agreement") made this 1ST day of JULY, 2024, by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Jeffery L. Sanchez ("Contractor"), whose address is 4495 Echo Cliff Lane, Larkspur, CO 80118, and whose telephone number is 303-994-8035.

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

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

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

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

Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, the work identified in the Scope of Work attached to and incorporated in this Agreement by reference as:

Exhibit "A": P.O.S.T. NORTHWEST COLORADO LAW ENFORCEMENT TRAINING ALLIANCE ("NWCLETA").

Article 2 - Time of Performance.

2. Services of the Contractor shall commence on the date the Agreement is signed by both parties, and shall be substantially completed on or before June 30, 2025, no matter the date of execution of this Agreement. This Agreement may be extended for a one-year term subject to renegotiation by the parties. The extension option may be exercised providing satisfactory service is given and all terms and conditions of the Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the BOCC and the Contractor.

Article 3 - Compensation/Appropriation.

3. The BOCC shall pay the Contractor for services under this agreement a total not to exceed \$8,505.00 Dollars and no/100 cents (\$8,505.00), to be paid at the rate of \$708.75 per month. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3.1 Non-Appropriation: 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 parties 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 either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

Article 4 – Payment Procedures.

4. CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by the Moffat County Finance Office.

4.1 PAYMENTS: BOCC shall make payments on account of the Contract Price on the basis of Contractor's Applications for Payments per Exhibit "A".

Article 5 - Records, Reports, and Information.

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

Article 6 - Audits and Inspections.

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

Article 7 - Independent Contractor.

7. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent Contractors and not agents or employees of Moffat County. Any provisions in this Agreement that may appear to give Moffat County the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the County as to the end results of the work only. **As an independent contractor, Contractor is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this contract.**

Article 8 - No Assignment.

The Contractor shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

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

Article 10 - Indemnification.

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

The obligations of this Section 10 shall not extend to any injury, loss, or damage which is caused by the act or omission or fault of Moffat County. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of § 24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - Insurance.

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

- Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§ 8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended, if required by state law;
- Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

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

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. Moffat

County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof shall be named as an additional insured on Contractor's Professional Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required or Certificate of Independent Contractor. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Article 12 - Document Ownership - Works Made for Hire.

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

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

Article 13 - Termination for Cause.

If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 3, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

Article 14 - Termination for Convenience.

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

Article 15 - Conflict of Interest.

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

Article 16 - Modifications.

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

Article 17 - Governing Law.

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

Article 18 - Severability.

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

Article 19 - Notices.

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

County's Representative:

Tony Bohrer
MCBOCC Chair
1198 W. Victory Way, Ste. 104, Craig, CO 81625
Phone: (970) 824-5516
Email: emiller@moffatcounty.net

Contractor:

Jeffery L. Sanchez
4495 Echo Cliff Lane, Larkspur, CO 80118
Phone: 303-994-8035
Email: northwest.coordinator@gmail.com

Courtesy Copies to:

K.C. Hume, Moffat County Sheriff
Moffat County Sheriff's Office
800 W. First Street, Craig, CO 81625
Email: khume@sheriff.moffat.co.us

Moffat County Attorney's Office
1198 W. Victory Way, Ste. 202, Craig, CO 81625
Phone: 970-826-3404

Article 20 - Headings.

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

Article 21 - Authority.

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

Article 22 - Counterparts and Facsimile Signatures.

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

Article 23 - Force Majeure.

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

Article 24 - Integration of Understanding.

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

Article 25 - Equal Opportunity Employer.

25. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

25.1 Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

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

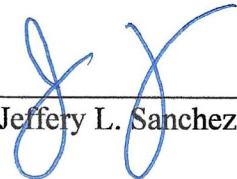
BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Tony Bohrer, Chair

ATTEST:

Clerk to the Board


CONTRACTOR:

By: 
Jeffery L. Sanchez

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 9th day of August,
2024, by Jeffery L. Sanchez, Contractor .

My Commission Expires: 2/9/28



Notary Public

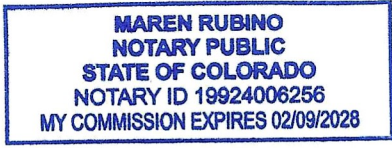


Exhibit A

POST Northwest Colorado Law Enforcement Training Alliance (NWCLETA) Jeff Sanchez, Training Coordinator Duties and Responsibilities

NW Colorado POST Region

Jeff Sanchez will work with direction from the NWCLETA board, and in coordination with Moffat County who is the Fiscal Agent for the NW Region. The board is comprised of 13 member agencies including:

- Steamboat Springs Police Department
- 14th Judicial District Attorney
- Craig Police Department
- Fraser/Winter Park Police Department
- Grand County Sheriff's Office
- Colorado State Patrol
- Moffat County Sheriff's Office
- Routt County Sheriff's Office
- Hayden Police Department
- Granby Police Department
- Oak Creek Police Department
- Kremmling Police Department
- Colorado Parks & Wildlife

Duties will include:

Meetings

- Meeting with the NW Board (virtually) approximately 6 times throughout the grant period.
- Putting together and providing the agenda (which is approved by the Board Chair) for meetings.
- Compiling minutes from previous meetings and presenting to the board for approval.

Reimbursements:

- Process all reimbursement requests for the region including requests for sponsored classes, equipment purchases and scholarships.
- Track all reimbursements and maintain separate budget spreadsheets for total reimbursements / classes / scholarships.
- Work with fiscal agent (Moffat County) and agencies to ensure that reimbursement requests contain all required backup material and are submitted to POST in a timely fashion according to the grant guidelines.

Grant Application:

- Solicit requests from the region in February/March regarding which classes they would like to see for the upcoming year.
- Follow-up with vendors to get up-to-date information and pricing.
- Provide this information to the Board members to assist them in determining how they want to allocate funding.
- Assist in completion of the Grant Application.

Communications:

- Work with contacts and all agencies via email on classes, scholarships, general inquiries, etc.
- Send out a weekly "Training Update" email which provides up-to-date information on upcoming classes.

Reporting:

- Complete all POST quarterly/final grant reports to include the financial section. The fiscal agent (Moffat County) will review and approve these reports.

Miscellaneous:

- Update the NWCLETA Grant Guidelines.
- Research potential for a dedicated website for the Northwest Region to provide information regarding classes, scholarships, and equipment.
- Assist fiscal agent with inventory spreadsheet.

Moffat County Planning Commission

August 6th 2024

Application: C-24-01

Applicant: Franklin Stetson

Description: Conditional Use

Regulation Reference: Section 410.5 Property Development standards

Location: 59431 HWY 318

Staff Comments: Applicant would like to build a secondary residence on the 5.47-acre parcel (they also own the adjoining 100 acres) the existing home will stay for guests, turn into a rental or may eventually be removed but the new home will end up the primary residence.

Zoning regulations state: Section 410.5 #2-One Dwelling may be constructed or placed on each parcel except that additional dwelling may be permitted, subject to approval of a Conditional use permit.

Attachments: Copy of application, maps and other information.

8-6-2024- Planning Commission voted 3-0 to recommend application for approval.

The building may be built where currently staked.



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

NO. C- 2401
Fee: \$300.00
Date Paid 7/16/2024

APPLICATION FOR CONDITIONAL USE

Applicant: FRANKLIN S STETSON Phone #: 970-326-8420

Email address: stetsonhaying@hotmail.com

Address: 59431 HWY 318

Landowner: FRANKLIN S STETSON Phone #: 970-326-8420

Address: 59431 Hwy 318

Agent, if any: _____ Phone #: _____

Address: _____

Acreage: 5.47 Zoned: AG

Legal Description: Address: _____ Section: 25 Township: 7N Range: 90W

Driving Directions: ONE MILE DOWN 318 ONCE TURNING OFF HWY 40.

Proposed Use (Describe in Detail): House - Second Dwelling

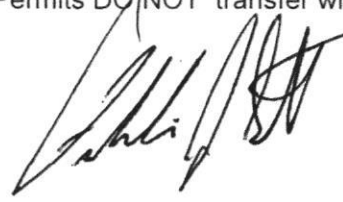
Proposed Starting Date: ~~7/15/24~~ 7/20/24 Proposed Completion Date: 12/1/24

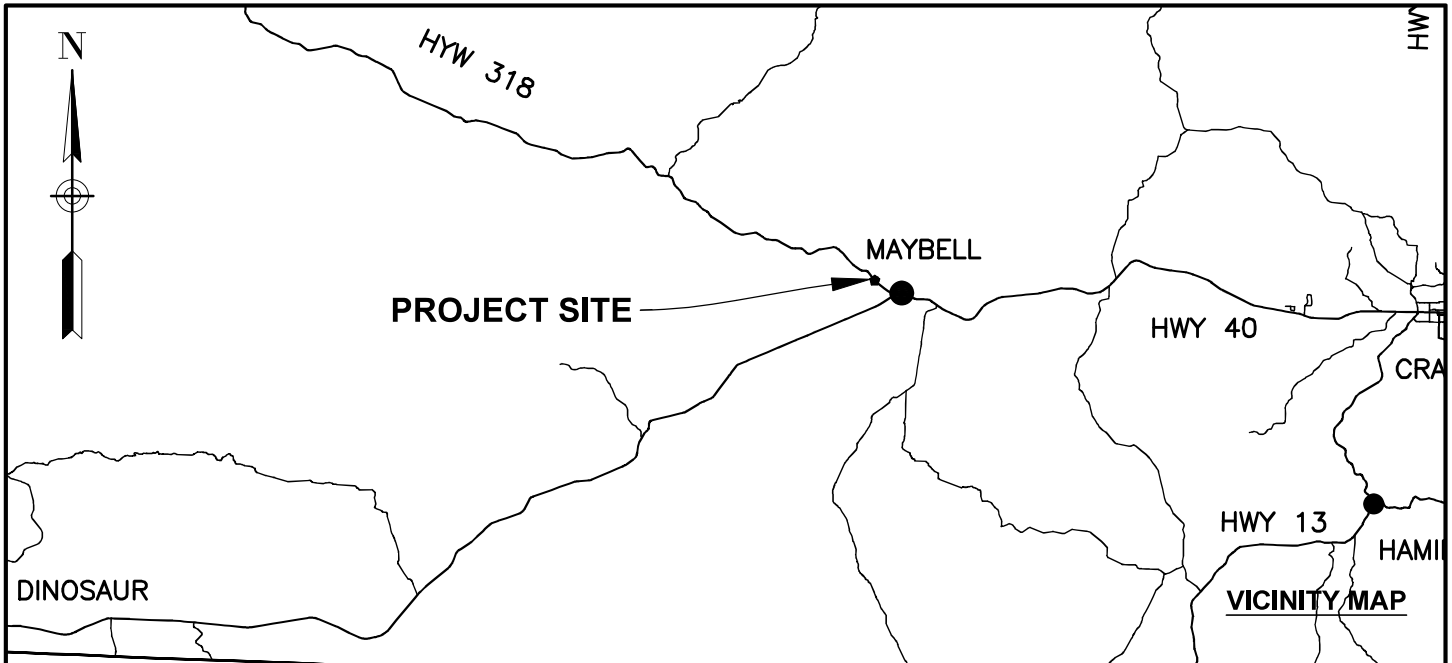
Attach copies of state and / or federal permit applications, if applicable. Attach copies of state and / or federal reclamation bonds, if applicable.

Indicate type of water system: Public () Private (X) Existing (X)
Indicate type of sewage system: Public () Private (X) Existing ()

Indicate any plans for buildings and structures (permanent or temporary) to be located on this land. Include any applicable site plans and elevation plans and building permits.

Conditional Use permits do not expire. A review, if specified under the conditions, will be performed. Any significant changes to the use of the property will require an amendment to the permit.
Conditional Use Permits DO NOT transfer with the sale of the property/business.

 7/15/24



Prepared By:
Headwater Engineering
Craig, CO 81625

Prepared For:
FRANK & MEGAN STETSON

LEGEND
 SOIL PROFILE PIT (SPP)

**59431 HWY 318
MAYBELL, CO
MOFFAT COUNTY**

VICINITY AND SITE MAPS

FIGURE 1

File:	Revised:
Drawn By: WAM	Checked By: WAM
Date:	Revised:

Moffat County Planning Commission

August 6th 2024

Application: V-24-01

Applicant: Tammy Thorpe

Description: Setback Variance

Regulation Reference: Section 7.060 - Variances

Location: 330 Barbra Drive

Staff Comments: Applicant would like to build a garage/shop on the edge of the ROW line or 25ft from center line (14 feet from physical edge of road) with the opening facing the east and will be accessed off existing driveway/lane.

Currently staked at roughly 35 ft from centerline (25 feet from physical edge of road) which make the current spacing between the front edge of the new building and the exiting garage only about 8 feet but needs 11ft between buildings for manufacture installation. The ground to the west and south of the existing garage slopes down and would require a great deal of fill to bring up the grade

Zoning regulations state: front set back- not less than 30 feet, as measured from the street right-of-way line, or 60 feet as measured from the street center line, whichever is greater.

Attachments: Copy of application, maps and other information.

8-6-2024- Planning Commission 3-0 recommended approval of application. No conditions



Moffat County Planning Department
 1198 West Victory Way, Suite 107
 Craig, Co. 81625
 (970) 824-9148

No. V- 24-01
 Fee: \$175.00 cash
 Date Paid 7-1-2024

APPLICATION FOR ZONE VARIANCE

Applicant: Tammy Thorpe Phone #: 970-326-5940

Email Address: mitterfamilyappliance@gmail.com

Address: 330 Barbara Dr

Owner: Tammy Thorpe Phone #: 970-326-5940

Address: 330 Barbara Dr

Agent, if any: Contractor T's Construction Phone #: 828 458 9043

Address: _____

Acreage, if applicable: 5 Zoning: AG

Legal description: _____

Proposed Variance (Describe in detail, give reasons why variance is needed): _____

To make grading easier, Better Access around the ~~door~~ Building.

List the names and addresses of adjacent property owners within a 200 foot perimeter, according to the Moffat County Assessor's Office tax

We, the undersigned owners of property hereby certify that we understand the applicant's proposed variance from the existing zoning standards and recommend that the application be granted. Signatures are desirable, but not required.

NAME	ADDRESS	SIGNATURE	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Include a map drawn to scale, showing the location of the property, roads and easements in relation to the proposed Zone Variance, and names of adjacent property owners. The map should include at least a 200-foot perimeter and show access to the property from a public road.

The below signed hereby authorizes the Moffat County Planning Director to conduct an on-site inspection of the property described herein when necessary to make an informed evaluation of the proposed Zone Variance.

Submitting Application

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

After Planning Director review, legal notices are posted by the County at least 15 days prior to consideration by the Board of County Commissioners.

The County Commissioners may grant variances from the provision of the County Zoning Resolution only where all of the following conditions are found to exist:

1. The variance would not authorize any use other than uses enumerated as a use-by-right in the zone district.
2. That an unnecessary hardship to the owner could be shown to occur if the provisions of the Zoning Resolution are literally followed.
3. That the circumstances found to constitute a hardship either were not created by the owner, or were in existence at the time of passage of the Zoning Resolution, and are not due to, nor were a result of, general conditions in the zone district, and cannot reasonably be corrected.
4. That the variance would not injure the value of, use of, or prevent the proper access of light and air to the adjacent properties.
5. That the variance would not be out of harmony with the intent and purpose of the Zoning Resolution.

Approval of a Zone Variance Application permits a designated use on a site without a time limitation.

The applicant and/or owner is responsible for ensuring that all other applicable property development standards for the zone district are complied with.

Applicant Signature: _____

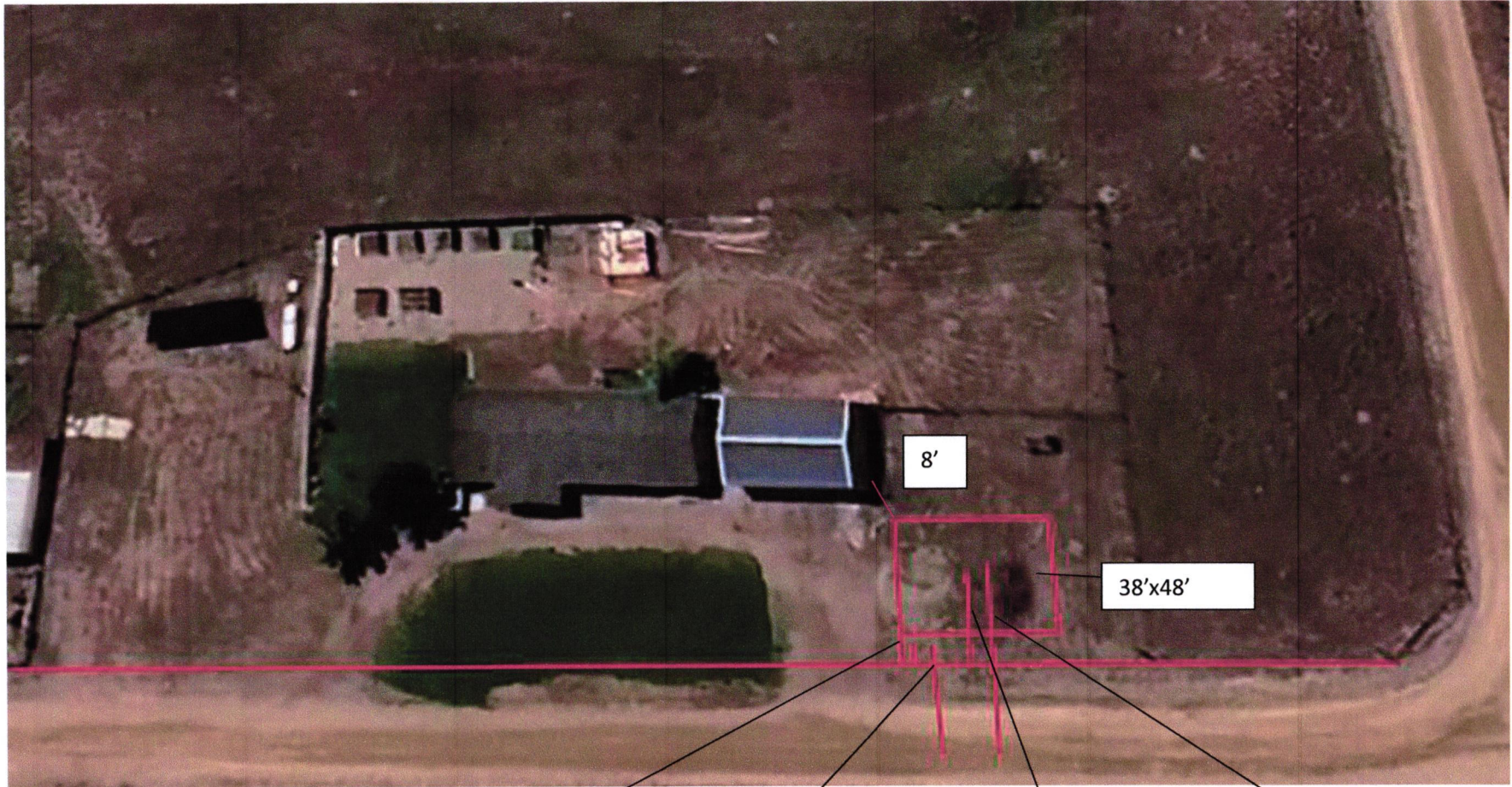
Date: _____

6/25/24

Agent Signature: _____

Date: _____

6/25/24



Current stake 10' from ROW

Roughly 34'-37' from centerline

30' from ROW

60' from centerline

8'

38'x48'

Moffat County Planning Commission

August 6th 2024

Application: T-24-01

Applicant: Masa B&B, LLC

Description: Temporary Use-Temporary housing

Regulation Reference: Section 410.4 Temporary Uses

Location: 3037 E. Victory Way

Staff Comments: Applicant would like to place 4 self-contained, 5 room units which will house up to 20 Peabody employees, as extension of their current Routt county location that has 16 units, which houses up to 48 employees. Their current permits will expire spring of 2026, at which time they would like to relocate those units to the Moffat County location. This relocation will be via an amendment to the TUP during the 2 years or during 1 of the 2 renewals.

They are trying to secure a permit for the operation through 2028.

The entire operation can be set and or removed in a weekend. All water, sewer and electric services are above ground.

Zoning regulations state: Section 410.4 #8: Dwellings, not otherwise in violation of this zoning Resolution or State and County Health Safety Regulations, erected to provide temporary shelter for workers employed at a temporary work site.

Attachments: Copy of application, maps and other information.

Planning commission voted 2-1 not recommend for approval based on the expressed concerns about road and placement of project. It was stated the if the project site was moved they may reconsider their votes.



Planning Department
1198 W Victory Way, Suite 107
Craig, Colorado 81625
(970) 824-9148
(970) 824-9193 fax

No. T 24-01

Fee: \$100.00

Paid: ✓ 7/11/24

APPLICATION FOR TEMPORARY USE

Applicant: MASA B&B LLC Home Phone: 970-326-8561

Address: 595 Taylor Craig, Colo. 81625 Work Phone: 970-326-8561

Owner: Darrell W. Camilletti Phone: 970-846-3995

Address: 3701 Hwy 394, Craig, CO 81625

Agent: _____ Phone: _____

Address: _____

Acreage: 10 Zoned: Agriculture

Legal Description: 3037 E Victory Way; Section 33, Twp 7N, Rge 90W

Type of Water System: Public () Private (x) Existing ()

Type of Sewage System: Public () Private (x) Existing ()

Describe in detail the type of use desired: see attached

Time Limit: () 2 weeks () 2 months () 6 months (x) ²⁴~~12~~ months

Include a map showing the general location of the property, roads and easements in relation to the proposed Temporary Use. The map should include at least a 200 feet perimeter and show access to the property from a public road.

Date: 7-11-24 Signature: Rick E. [Signature]
Applicant

Agent

The above signed authorizes the Moffat County Commissioners or their designee to conduct an on-site inspection of the property described herein when necessary to make an informed evaluation of the proposed temporary use.

Moffat County Planning Commission,

Masa Miner Camp houses 48 Twentymile Coal Co. employees/contractors weekly and is currently at capacity under our 3-year Temporary Housing Permit through Routt County. The affordability and accessibility of our Miner Camp facility has been paramount in the success of securing a regional workforce! So much so, we are now seeking expansion to keep up with the anticipated demand and growth of our traveling workforce.

Access to convenient amenities makes Craig and Moffat County a desirable location. Our current facility permit will expire spring of 2026. Masa Miner Camp is requesting the consideration of expanding to a second location in Moffat County before the end of this year 2024. A Temporary Housing Permit will be applied for through Moffat County for approximately 16 units with the intent to expand to 32 units once the current Routt County permit expires and that facility is ready to be relocated.

Our current facility consists of 16 single wide trailers each offering three single occupancy private rooms. Guests share a common bathroom, kitchen and living room. The facility is on a gravel pad w/ portable infrastructure that can be completely relocated upon expiration of the existing permit. Our guests have expressed extreme gratitude for the affordable and comfortable lodging option Masa Miner Camp provides. We hope to continue offering this wonderful benefit to our invaluable workforce for many years to come.

Thank you for your consideration,

Twentymile Coal Co. on behalf of Peabody Energy

~ Meagan Counts

Mesa Miner Camp Coordinator

#970-870-2763

Monday-Friday 6am-2pm

7:57



ON X HUNT

ELITE



Weather

Mapbox

East Victory Way

DEUGAN,
JASON

Sat

2D



Hunt Map
Layers



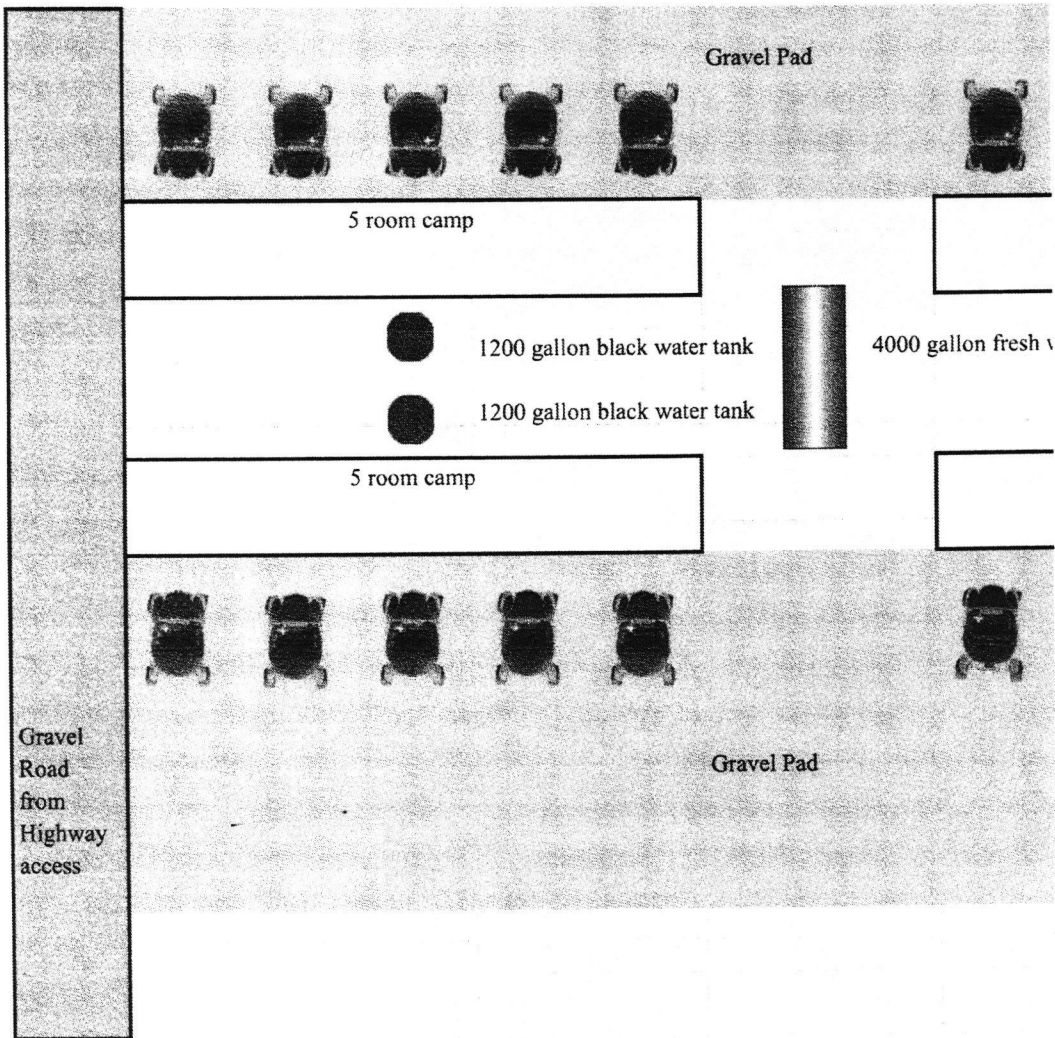
Offline Maps

My Account

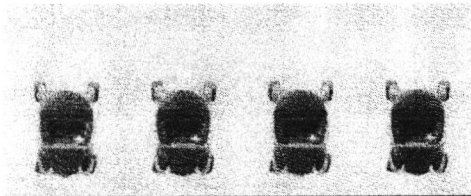


Tools

Traces



- 30 ft apron before Road. Asphalt overlay. Rumble strip to reduce
- Building for supplies?



5 room camp

water

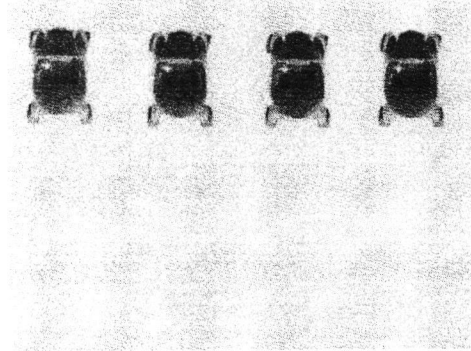


1200 gallon black wate



1200 gallon black wate

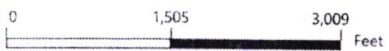
5 room camp





Enter Map Title...

Web Print: 07/15/2024



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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Mesa Miner Camp

MANAGED BY MASA B&B, LLC

12793 Routt County Road 51B Hayden, CO 81639

+19703268561

Arrival: *

Departure: *

Guests: 1

Policies

Mesa Personnel Camp Policies

1. You are responsible for the property, room, and building you stay in. This is employee housing offered as a privilege. Your privilege to stay at the personnel camp can be revoked by management at any time for any reason and inappropriate behavior could result in fines and/or revocation of rights to stay at the personnel camp. The following rules are the base ground rules, but are not a complete list of all policies. Best behavior is expected while staying at this property.
2. Management is not responsible for lost or stolen goods. You are responsible to store your items in a safe place. It is recommended that you do not bring or hold items of high value on the duration of your stay.
3. All rooms and houses will be inspected after your stay for missing items, damage, evidence of indoor smoking, or other breaches of policy. Damages or losses will be charged to the guest.
4. Access to the roof of the buildings is not permitted for any reason.
5. No smoking anywhere inside the units.
6. No cigarette butts to be discarded on the ground.
7. No littering on property.
8. No pets allowed on the property at any time.
9. No drugs allowed on the property at any time.
10. No firearms allowed on the property at any time.
11. You are responsible to ensure all entries to your room are locked.
12. Parking is to be parallel to the wooden log barriers along the front of buildings.
13. No outdoor storage is permitted. Only your personal vehicle is allowed to be stored outdoors. Only one vehicle per person is allowed on property. Your vehicle must be removed at your checkout date/time.
14. Conserve water. These use water that is trucked into tanks. If you leave faucets, showers etc on, then you will run the buildings out of water before a truck refills it.
15. Guest is responsible for snow shoveling from the power poles lying on the ground to the front door. This is a distance of less than 5 feet, so it is expected to be completed after all snowstorms to provide safe access into the building for all current and future guests.
16. No horseplay.
17. No pranking of other guests.
18. No motorized recreation or transports permitted besides your personal vehicle. For example: No OHV, ATV, dirt bike, RZR, dune buggy, go carts, pit bikes, or other similar recreational vehicle use permitted.
19. No fighting. 1 strike policy. Incidents will be reported to local police.
20. No harassing other guests in any manner.
21. Guests are not permitted to enter other's units/rooms without being accompanied by the guest that is staying there.
22. Alcohol is permitted in moderation.
 1. No excessive drinking and no problems.
 2. 1 strike policy for personnel camp rights revocation.
23. Visitors Policy
 1. Room is for employee only; no family or friends are permitted to stay.
 2. No overnight guests (or staying with you while you sleep during day if you're on nightshift)
 3. Friends are permitted to visit
 4. All guests must leave premises by 9PM
24. Quiet hours from 9PM to 7AM. People will be sleeping at all hours, be mindful of this and do not disturb others.
25. Trash disposal in dumpster only for trash accumulated from guest's stay in the personnel camp.
26. No hazardous waste disposal permitted in the dumpsters provided. No personal dumping permitted.
27. No open flames allowed indoors. or other cooking sources besides kitchen appliances provided in trailers.
28. No firepits permitted.

7/11/24, 8:20 AM

Policies | Mesa Miner Camp Managed by Masa B&B, LLC

29. Propane grills allowed outdoors only.
30. Charcoal, pellet, wood fired, or other grills/smokers not permitted.
31. All your personal belongings must be removed from the buildings and property before checkout time.
32. Security cameras will be in use on the exterior of the property.
33. Masa B&B, LLC is not liable or responsible for anything left in the buildings after your checkout nor is responsible for holding anything left in the buildings.
34. Management is not liable for damage to, theft of, or theft from vehicles onsite at the personnel camp.

Book It Now Online Reservation System by Innkeepers Advantage



**TransWest
Express**

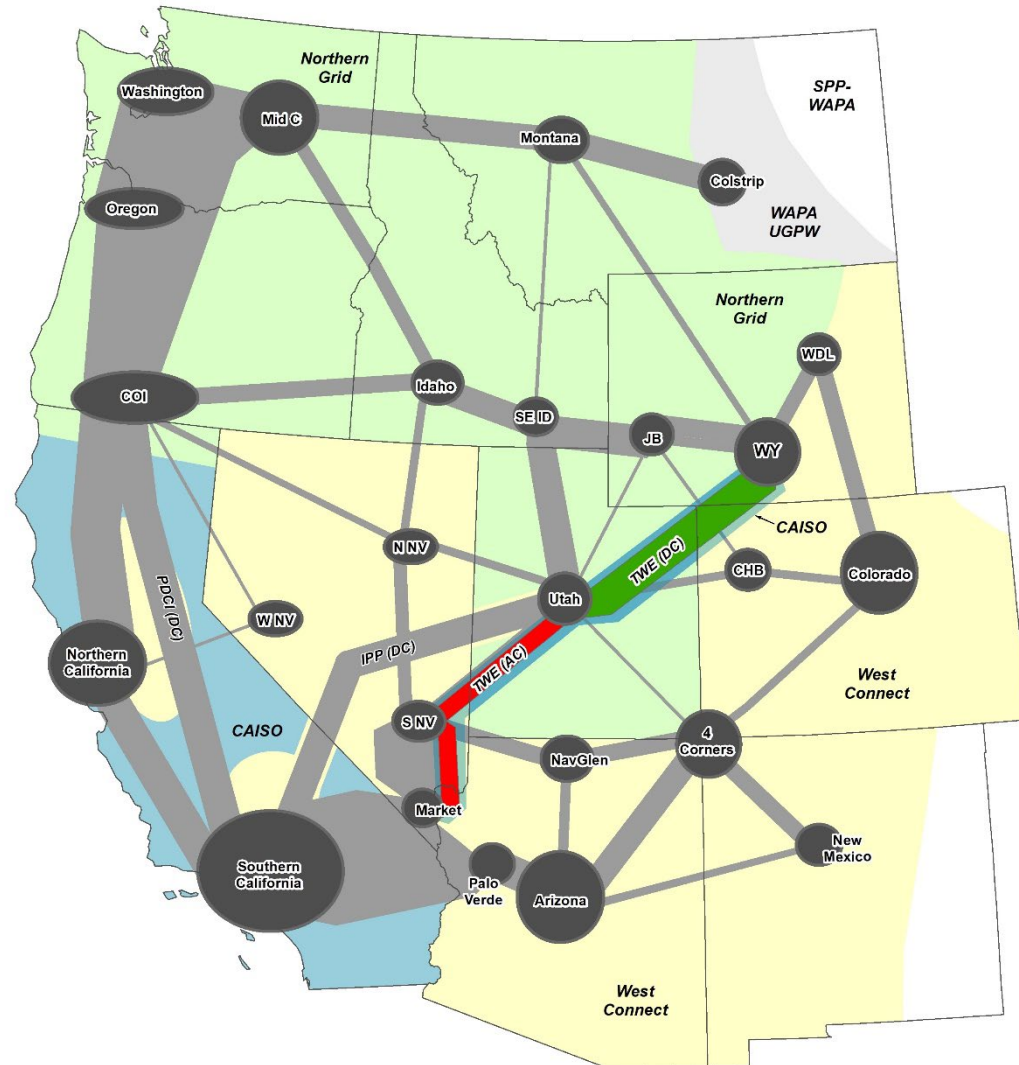


TransWest Express Transmission Project Update

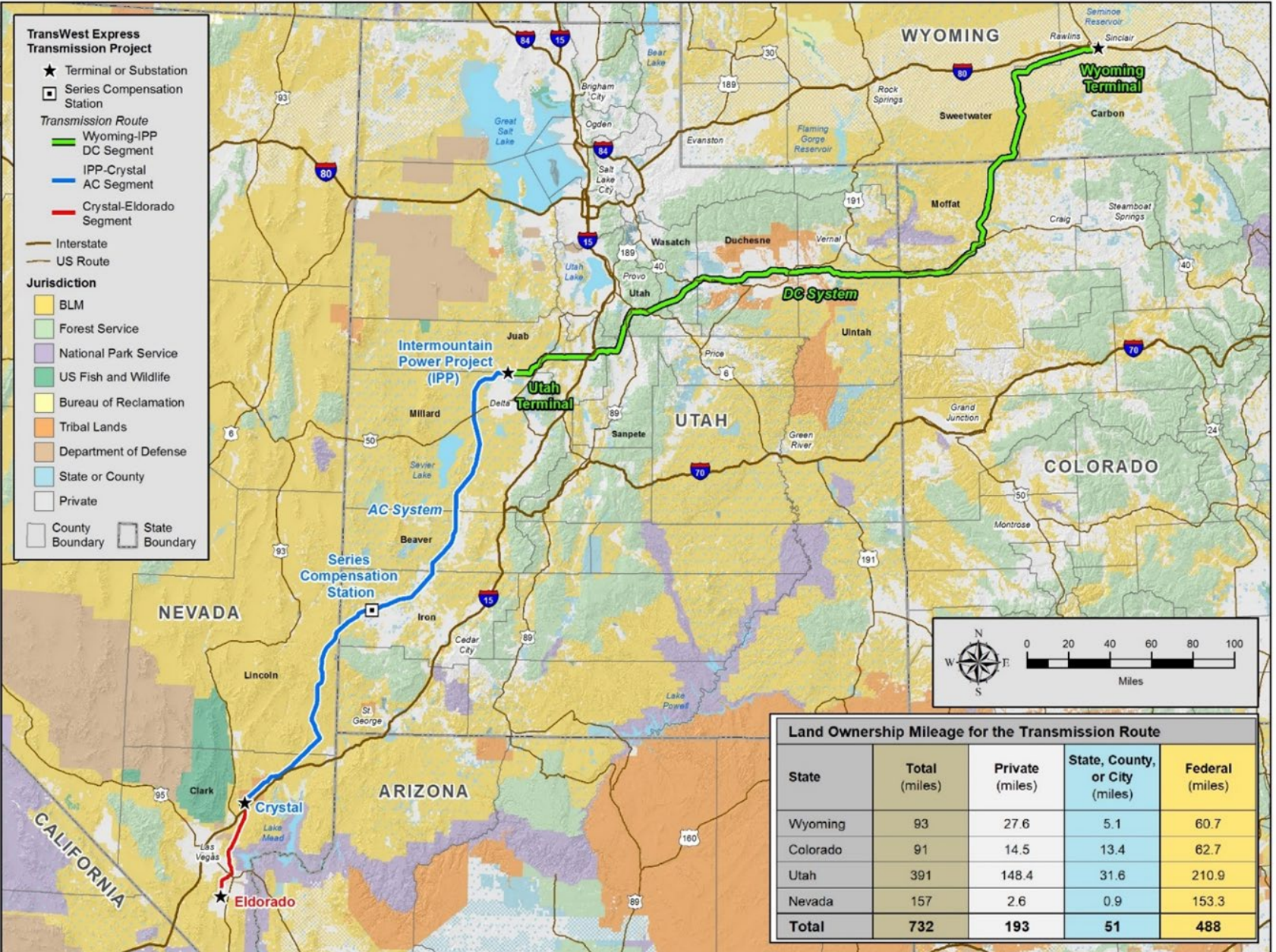
Moffat County Commission
Craig, Colorado
Aug. 13, 2024

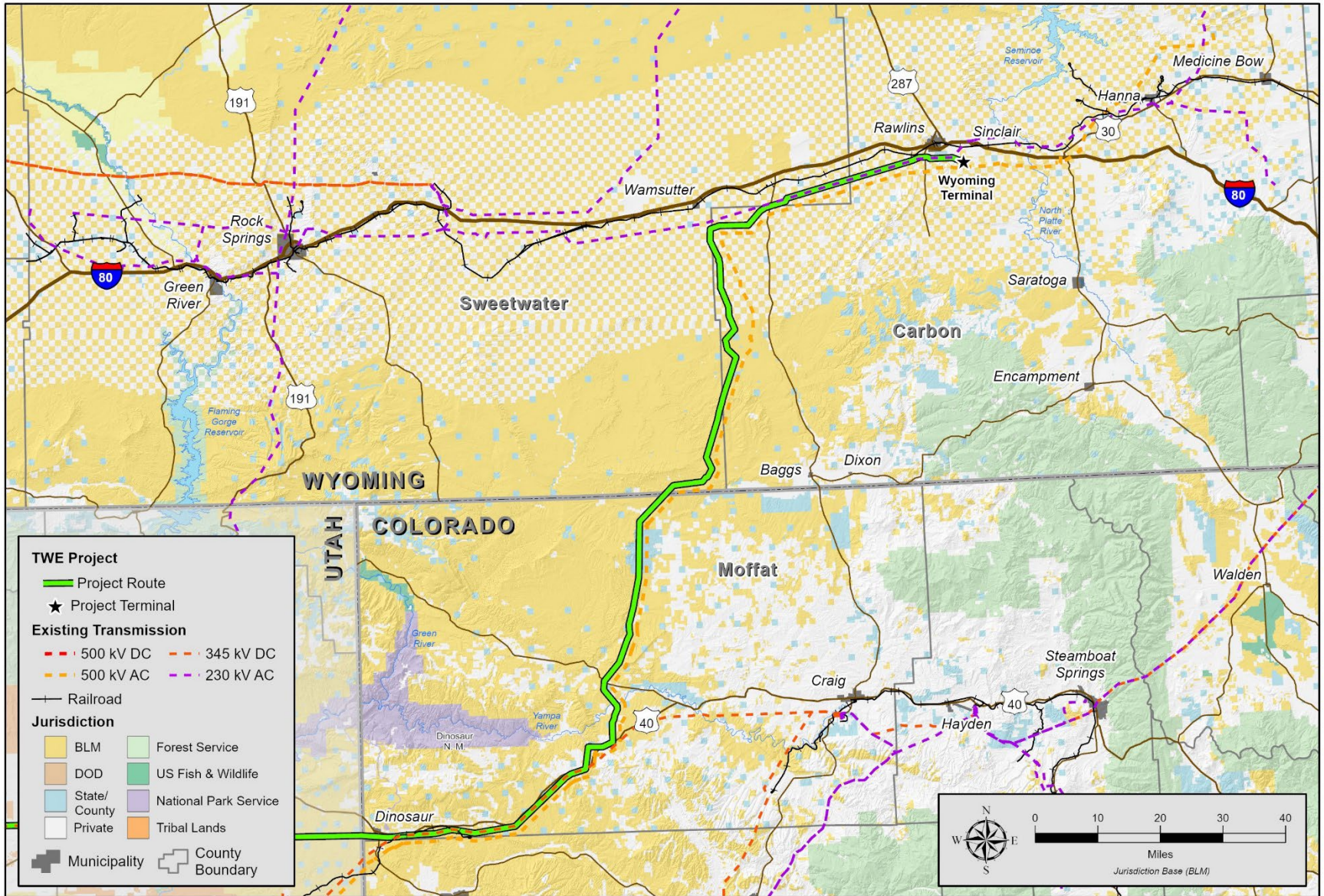
TransWest Express LLC: TransWest Express Transmission Project

- 732 miles of “backbone” interregional transmission
- Wyoming Terminal to Utah Terminal
 - 3,000 MW HVDC system
- Utah Terminal to Nevada
 - 1,500 MW HVAC system
- **Connects the West:**
Adds critical new physical transmission capacity across the WECC Region
- Increases stability, capacity, reliability of the grid



I:\Work\GTWEGIS\Baselayers\MapDocs\2021-03-10_TWE_AC-DC_Mileage_Arize.mxd 11 March 11, 2021



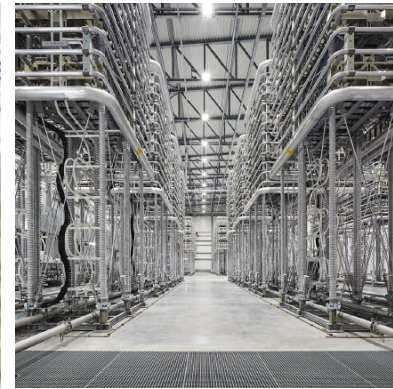


Recent TWE Project major milestones

- May 1, 2024: HVDC terminal construction started in Wyoming
- **Sept. 19, 2023: Construction activity started**
- June 20, 2023: Ceremonial groundbreaking event
 - BLM NTP issued April 2023
 - ROW application filed by TransWest December 2008
- Construction partners selected

SIEMENS
ENERGY

BWJV
BARNARD WILSON JOINT VENTURE

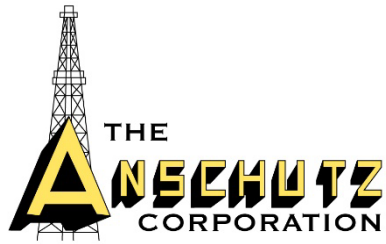


Construction estimated to occur 2023-2029

- Construction activity planned to start in Moffat County in 2025
- Craft labor from Colorado and the West needed; estimated 5 million man-hours for TWE Project
- **June 2029** – 1,500 MW HVDC transmission in-service from WY to UT, and 1,500 MW HVAC in-service from UT to NV
- **December 2029** – Additional 1,500 MW of HVDC transmission in-service from WY to UT
- Estimated CO property taxes paid in first year of service: \$2.8 million
- Estimated CO property taxes paid over 50 years: \$86.5 million







For More
Information

www.transwestexpress.net

