

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, February 11, 2025**

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) January 28 (pgs 3-5)

**Resolutions:**

- b) 2025-15: December A/P (pg 6)
- c) 2025-16: January A/P (pg 7)
- d) 2025-17: Payroll (pg 8)
- e) 2025-18: Amended Fee Schedule (pgs 9-24)

**Contracts & Reports:**

- f) Treasurer's Report (pgs 25 & 26)
- g) Real Estate Listing agreement w/Country Living Realty for 539 Barclay Street (pgs 27-38)
- h) Department of Human Services Core Services Contract w/Kin Connect (pgs 39 & 40)
- i) Department of Human Services/Brighter World Child Advocacy Center Team agreement (pgs 41-47)

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

**Public Comment/General Discussion:**

8:45 am

**Public Hearing:**

- 1) **Planning & Zoning Department – Candace Miller**
  - Review of requested change to language in Section 405.4 Temporary Use - Zoning Regulation amendments (pg 48)
  - Minor Subdivision Application - North Maybell Minor Subdivision – S-25-01 (pgs 49-52)
  - Subdivision Exemption Application – Ortega – E-25-01 (pgs 53-57)
  - Application for Replat – Georgiou/Penner – S- 25-02 (pgs 58-61)



12:13 PM 2/7/2025

## Staff Reports:

- 2) Road & Bridge Department – Dan Miller  
Bid recommendation(s):
- Cattle Guard Iron (pg 62)
  - Mag Chloride (pg 63)
  - Dump Box (pg 64)

### Adjournment

The next scheduled BOCC meeting will be Tuesday, February 25, 2025 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/2XekAVsoy0U?feature=share>

OR

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

**\*\* 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*



12:13 PM 2/7/2025

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

January 28, 2025

In attendance: Melody Villard, Chair; Tony Bohrer, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; John Ponikvar; Jennifer Riley; Jim Howell; Garry Rhoden; Lois Wymore; Jane Hume

Call to Order  
Pledge of Allegiance

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

Villard made a motion to approve the agenda as presented, but pulling item "J" from the consent agenda for further discussion. Bohrer seconded the motion. Motion carried 3-0.

Consent Agenda -

Review & Sign the following documents: (see attached)

Minutes:

- a) January 14

Resolutions:

- b) 2025-08: Transfer of Intergovernment Funds for the month of December 2024
- c) 2025-09: Purchase Cards
- d) 2025-10: Accounts Payable - December 2024
- e) 2025-11: Accounts Payable
- f) 2025-12: Payroll
- g) 2025-13: Transfer of Intergovernment Funds for the month of January 2025

Contracts & Reports:

- h) Department of Public Health/Colorado Department of Public Health & Environment Substance Abuse/Mental Health Services Assistance Grant
- i) Department of Human Services Laboratory Services agreement
- j) Memorial Regional Health/Moffat County Settlement & Release agreement
- k) NFOGOV Job Posting Site contract
- l) Group Health Benefit Plan - Adoption & Acceptance

Villard made a motion to approve the consent agenda items A-L, removing item J. Bohrer 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:

There was no Public Comment.

In General Discussion, Villard thanked the Board for allowing her the opportunity to be the Board Chair for two years.

Villard shared the following employee work anniversaries in January:

- Linda Peters – 36 years
- Shelly Arias – 18 years
- Larona McPherson – 15 years
- Dan Miller – 11 years
- Kathy Mitchell – 12 years

She thanked them for their on-going service to the County.

Villard also wanted to clarify a report that had been given at the last City Council meeting about the proposed changes to the County Planning & Zoning Regulations. There was not a lot of heavy changes, just bringing consistency into the language, more in line with the International Property Maintenance Code, which the City and the County both operate under.

Villard reminded everyone that all of our documents are available to view on our website and our meetings are online to view on YouTube.

#### Discussion of Consent Agenda item “J” - Memorial Regional Health/Moffat County Settlement & Release Agreement – Jennifer Riley – Memorial Regional Health & Garry Rhoden – Moffat County Attorney

In November, the BCC authorized the County Attorney and HR Director to negotiate the terms of a settlement with Memorial Regional Health, stemming from an error discovered in patient billing related to contractual deduction errors incorrectly applied over the past several years to Moffat County employee patient accounts.

The BCC had clarifying questions about:

Section 2 – “Prior and/or Future Deductible and Coinsurance Collections”

MRH CEO, Jennifer Riley, clarified that this has to do with individual deductibles, copayments, and collections statuses being currently collected through patient agreements with Memorial Regional Health. Those payment arrangements would remain in effect between the patient and MRH and are not included in this settlement between MRH and Moffat County.

Section 3 – “Patient Current Payments in Process for Services”

Speaks again about collection of valid patient balances.

Bohrer made a motion to approve the Settlement & Release Agreement with Memorial Regional Health for \$2.5 million. Broom seconded the motion. Motion carried 3-0.

Bohrer pointed out that the amount of this settlement is three times lower than what was actually owed. Riley thanked the BCC for the County’s willingness to work with the hospital on what was an oversight on their part.

Meeting adjourned at 8:45 am

The next scheduled Board of County Commissioners meeting is Tuesday, February 11, 2025



Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

Link to view this meeting on the Moffat County YouTube channel:

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

RESOLUTION 2025-15  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF DECEMBER 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:	2/11/2025		
General	110	<u>\$245,683.60</u>	CR	0010.7000
Road & Bridge	200	<u>\$27,824.58</u>	CR	0020.7000
Landfill	240	<u>\$5,146.26</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270		CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$54.55</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>\$4,968.63</u>	CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210		CR	0072.7000
Human Sevices	220		CR	0030.7100
Public Health	250		CR	0065.7000
Sunset Meadows I	910		CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920		CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$283,677.62</u>	DR	

Adopted this 11th day of February, 2025

\_\_\_\_\_  
Chairman

RESOLUTION 2025-16  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF FEBRUARY 2025

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:	2/11/2025		
General	110	<u>\$1,124,791.01</u>	CR	0010.7000
Road & Bridge	200	<u>\$43,890.58</u>	CR	0020.7000
Landfill	240	<u>\$10,589.85</u>	CR	0070.7000
Airport	260	<u>                    </u>	CR	0120.7000
Emergency 911	270	<u>                    </u>	CR	0350.7000
Capital Projects	510	<u>                    </u>	CR	0160.7000
Conservation Trust	211	<u>                    </u>	CR	0060.7000
Library	212	<u>\$1,694.92</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$140.56</u>	CR	0280.7000
Health & Welfare	720	<u>\$149,973.35</u>	CR	0080.7000
Senior Citizens	215	<u>\$2,525.59</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>\$968.97</u>	CR	0320.7000
PSC - JAIL	210	<u>\$16,103.42</u>	CR	0072.7000
Human Sevices	220	<u>\$12,552.41</u>	CR	0030.7100
Public Health	250	<u>\$3,877.87</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$5,166.02</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$564.21</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$14,179.18</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>                    </u>	CR	0171.7000
ACET	275	<u>                    </u>	CR	0040.7000
Shadow Mountain LID	530	<u>                    </u>	CR	0110.7000
MC Local Marketing District	231	<u>\$12,806.06</u>	CR	0050.7000
To Fund				
Warrant		<u>\$1,400,399.40</u>	DR	

Adopted this 11th day of February, 2025

\_\_\_\_\_  
Chairman

RESOLUTION 2025-17  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 2/1/2025

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 2/14/2025**

FROM FUND:			
General	0010.7000	\$254,925.42	cr
Road & Bridge	0020.7000	\$158,889.35	cr
Landfill	0070.7000	\$15,952.65	cr
Airport	0120.7000	\$371.50	cr
Library	0130.7001	\$12,183.74	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,918.10	cr
Mo Co Tourism	0320.7000	\$3,254.98	cr
PSC Jail	0072.7000	\$63,976.39	cr
Human Services	0030.7100	\$59,666.67	cr
Public Health	0065.7000	\$13,788.51	cr
SM I	0168.7000	\$4,417.18	cr
SM II	0169.7000	\$5,054.30	cr
TO FUND:			
Warrant	0100.1000	\$599,398.79	dr

Adopted this 11th day of February, A.D. 2025

\_\_\_\_\_  
 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 2025-18

A RESOLUTION AMENDING RESOLUTION 2010-18 (and subsequent amendments)  
ESTABLISHING FEES AND RATES

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.

WHEREAS, the Board of County Commissioners deems it advisable to adopt existing fees set by earlier ordinances and resolutions in one general fee resolution; and

WHEREAS, the Board of County Commissioners has determined that the fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged.

NOW, THEREFORE, BE IT RESOLVED by the Moffat County Board of County Commissioners as follows:

1. That the fees set forth in Exhibit "A" attached hereto and made a part hereof, be in force and effect in all matters relating to fees beginning the 11<sup>th</sup> day of February 2025.
2. That any resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

Adopted this 11th day of February, 2025.

\_\_\_\_\_  
Melody Villard  
Chair, Board of County Commissioners

State of Colorado)  
                          )§  
County of Moffat)

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

Witness my hand and the seal of said County this 11th day of February, 2025.

\_\_\_\_\_  
(Deputy) Clerk and Ex-officio to  
County Commissioners, Moffat County  
State of Colorado

**MOFFAT COUNTY  
FEE SCHEDULE**

**RESOLUTION NO. 2025-18**

**EXHIBIT "A"**

**AMENDED: February 11, 2025**

**ASSESSOR**

Copies	\$0.25/page
Assessor Maps & Plats: (Letter or Legal Size)	\$2.00 each
From Plotter – Line Drawing	\$5.00 each
Aerial Photos	\$10.00 each
County Road Maps	\$3.00 each
Copies of Sales Catalog	\$1.00/page
Data Downloads /Email (small files)	\$.10 kb
Shape File (all)	\$10.00 min/\$400.00 max
Mineral Book Scans	\$100.00/book
Full Tax Roll	\$750.00
Characteristic File - All	\$900.00
Ag Book Scans on Digital Media	\$25.00/book
	\$275.00/all

**CLERK AND RECORDER**

Recording Fees	\$13.00 first page \$5.00 each additional page
Copies	\$0.25 per page
Copy of Plat Maps	\$5.00 per page
On-line Web Searching	\$25.00/24 hrs or \$350.00/month plus \$0.25/download or printed copy
Fax or Email Documents	\$3.00 plus \$0.25/page
Certified Document	\$1.00 additional
Documentary Fees (Warranty & Quit Claim Deeds)	\$0.10 per \$1,000
Mining Claims	\$0.25 per claim additional
Motor Vehicle Title Fee	\$7.20
Duplicate Title	\$8.20
Temporary Permit	\$7.03
Auto Plate Replacement	\$8.73
Trailer Plate Replacement	\$6.55
Copy of Registration	\$4.00
Tab Replacement (year)/(month)	\$4.22/yr \$4.37/yr & month
Postage to mail plate	\$5.00
Laminating Fee	\$1.00
Issue Marriage License	\$30.00
Certified Copy of Marriage License	\$3.00
Voter ID Card	\$2.00
Voter Registration Mail Labels	\$0.01 per name & \$25.00 set-up fee

**SHERIFF**  
Civil Papers (Any Non-Gov't Agency)

<b>Types of Civil Service</b>	<b>Location</b>	<b>Total Fees</b>	<b>Non- Service Fees</b>
<b>Service &amp; Return - Summons</b>			
	<b>Craig</b>	<b>\$40.00</b>	<b>\$20.00</b>
	<b>Hamilton</b>	<b>\$45.00</b>	<b>\$23.00</b>
	<b>Maybell</b>	<b>\$55.00</b>	<b>\$35.00</b>
	<b>Dinosaur</b>	<b>\$93.00</b>	<b>\$73.00</b>
<b>Writ of Garnishment -</b>			
	<b>Craig</b>	<b>\$25.00</b>	
	<b>Hamilton</b>	<b>\$28.00</b>	
	<b>Maybell</b>	<b>\$40.00</b>	
	<b>Dinosaur</b>	<b>\$78.00</b>	
<b>Service &amp; Return - Subpoena</b>			
	<b>Craig</b>	<b>\$70.00</b>	<b>\$20.00</b>
	<b>Hamilton</b>	<b>\$73.00</b>	<b>\$23.00</b>
	<b>Maybell</b>	<b>\$85.00</b>	<b>\$35.00</b>
	<b>Dinosaur</b>	<b>\$123.00</b>	<b>\$73.00</b>
<b>*Writ of Restitution &amp; Order of Possession</b>			
	<b>Craig</b>	<b>\$65.00</b>	
	<b>Hamilton</b>	<b>\$75.00</b>	
	<b>Maybell</b>	<b>\$85.00</b>	
	<b>Dinosaur</b>	<b>\$123.00</b>	
<b>Criminal Papers</b>			
<b>Any Gov't Agency</b>			
<b>Service &amp; Return - Summons</b>	<b>Craig</b>	<b>\$20.00</b>	<b>\$10.00</b>
	<b>Hamilton</b>	<b>\$23.00</b>	<b>\$13.00</b>
	<b>Maybell</b>	<b>\$35.00</b>	<b>\$25.00</b>
	<b>Dinosaur</b>	<b>\$73.00</b>	<b>\$63.00</b>
<b>Service &amp; Return - Subpoena</b>			
	<b>Craig</b>	<b>\$12.50</b>	<b>\$10.00</b>
	<b>Hamilton</b>	<b>\$15.50</b>	<b>\$13.00</b>
	<b>Maybell</b>	<b>\$27.50</b>	<b>\$25.00</b>
	<b>Dinosaur</b>	<b>\$65.00</b>	<b>\$63.00</b>
<b>Records Fees</b>			
<b>Search Charge</b>	<b>\$5.00</b>	<b>\$25.00/hr (if over 30 min)</b>	
	<b>Copy Fee</b>	<b>\$0.25/page</b>	
	<b>Retrieving Electronic Data (Recordings, photos, and video)</b>	<b>\$20.00</b>	

<b>Concealed Weapons Permit Fees:</b>			
<b>Sheriff's Fee - New</b>		<b>\$100.00</b>	
<b>CBI/FBI Background Check - New</b>		<b>\$52.50</b>	
<b>Sheriff's Fee - Renewal</b>		<b>\$50.00</b>	
<b>CBI/FBI Background Check - Renewal</b>		<b>\$13.00</b>	
<b>Late Fee</b>		<b>\$15.00</b>	
<b>Lost Permit Fee</b>		<b>\$15.00</b>	
<b>Ranch Watch Signs</b>		<b>\$15.00</b>	
<b>VIN Inspections</b>	<b>Out of Office</b>	<b>\$10.00/vehicle</b>	
<b>Certified VINS</b>		<b>\$50.00/vehicle</b>	

\*For service of any Writ of Restitution or Order of Possession of Premises, except that if execution of any such writ is required, and the work performed exceeds two hours in duration, an additional fee may be charged after the Sheriff has provided detailed accounting of his or her actual expenses.

This fee structure for Civil Process Fees under 30-1-104 as approved by the Moffat County Commissioners under resolution 2008-13. These fees will include at least three attempts, round trip mileage, return of service if not included and postage. We are required by statute to collect fees in advance.

Please note that we are no longer required to notarize a return of service.

### JAIL

Booking Fee	\$30.00
Booking Sheets	\$5.00
Processing of Bonds	\$10.00
Processing of Finger Prints	\$10.00 for Applicants \$15.00 Court Ordered
Cost of Care	\$75.65 per day
Work Release	\$75.65 per day

### Office of Emergency Management

Secure Transport Service licensing and permitting (non-refundable flat fees):

Three (3) Year Secure Transportation Service License Fee	\$100
One (1) Year Secure Transport Vehicle Fee	\$20 per vehicle (ambulances exempt)
Replacement Sticker/New Vehicle Fee	\$20 per vehicle
Dedicated Special Event EMS Standby fee	\$250/event/day

### TREASURER

Collecting School Taxes	1/4%
Collecting Town and City Taxes	2%
Collecting Taxes of every other kind	5%
Collecting all moneys other than taxes, except Federal Funds	1%
Certificate of Purchase delivered	\$4.00
Certificate of Redemption delivered	\$7.00
Processing and application for a Treasurer's Deed – Advertised	\$1,000.00



Processing an application for a Treasurer's Deed – Not Advertised	\$100.00
Certificate of Taxes and Assessments due, for each parcel or description	\$10.00
Copy of duplicate Tax Receipt (current year)	\$2.00
Copy of duplicate Tax Receipt (prior year)	\$5.00
Assignment of Recording of Certificate of Purchase from county, city, or town	\$13.00
Endorsing payment of subsequent taxes on Tax Certificate and books of tax sales for each tract	\$5.00
Penalty Assessment for returned check	\$20.00
Preparation of a Distrain Warrant	\$15.00
<b>Public Trustee:</b> File and Record Release Deed of Trust	\$43.00
Advertising delinquent personal property	\$15.00 or the cost of advertising, whichever is greater
Research	\$15.00 per hour or portion thereof, but not less than \$15.00
Copies	\$0.25 per page

### OPEN RECORD REQUESTS

Open Record Requests	\$0.25 per standard page or an amount not to exceed the actual cost of providing a copy, printout or photograph of a public record in a format other than a standard page.
Staff Research Time	When County Employees must expend time to research, redact, retrieve, review, supervise, copy, process, or otherwise take time away from their normally assigned duties in response to this Open Records Request, such employee's time shall be payable by the requesting party and billed at <b>\$41.37/hour</b> , unless the elected official or department head had set a lower hourly rate. No staff time shall be billed for the expenditure of time of one (1) hour or less.

### LIBRARY

Fines	\$0.15 per day
Copies	Color - \$0.50/pg; B&W - \$0.20/pg
Fax	\$1.00 per page to send \$0.50 per page to receive

**Department of Public Health**

Basic Life Saving/Heartsaver Class(es)	\$25/person/class
Birth Certificate	*\$20 first copy - \$13 all additional copies
Death Certificate	*\$20 first copy - \$13 all additional copies

\*plus postage, if necessary

**Department of Human Services**

Copies of paper & electronic documents from Child Welfare Records & Self Sufficiency Records	\$0.25 per page plus postage (if necessary)
Adoptive Studies (for non-foster parents)	\$1000.00
Relinquishment Counseling (for non-clients)	\$37.10/hr

**HOUSING AUTHORITY**

60 years of age or older Daily Dining (in house)	\$2.50 per single meal
60 years of age or older Meals-on-Wheels	\$3.50 per single meal

**AIRPORT**

New Hanger Lease (Ground)	One half of 1% of Assessed Value
Tie Down Fee	\$30.00/ month for single engine \$50.00/month for multi engine \$50.00/month helicopter

**BUILDING PERMITS**

<b>Value</b>	<b>Permit Fee</b>
<i>\$100,001.00 to \$500,000.00</i>	
First \$100,000.00	\$993.75
For each additional \$1,000.00	\$5.60
<i>\$500,001.00 to \$1,000,000.00</i>	
First \$500,000.00	\$3,233.75
For each additional \$1,000.00	\$4.75
<i>\$1,000,001.00 and up</i>	
First \$1,000,000.00	\$5,608.75
For each additional \$1,000,000.00 or fraction thereof	\$315
<i>Plan Check Fee 65%</i>	

**Other Buildings use for Value Calculation:**

Finished Garage	\$25.00/Sq. Ft.
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Pole Construction w/Cement Floor	\$16.00/Sq. Ft. \$20.00/Sq. Ft.
Shop (metal)	\$30.00/Sq. Ft.
Covered Deck	\$20.00/Sq. Ft.

**Modular use for Value Calculation:**

Crawl Space	\$50.00/Sq. Ft.
Unfinished Basement	\$65.00/Sq. Ft.
Finished Basement	\$85.00/Sq. Ft.
Single Wide on Ground Blocks	Single: \$145/ Double: \$220

**Mechanical:**

1	For the issuance of each mechanical permit	
2	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$25.00
		\$10.00
	<b>FURNACES:</b>	
1	For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance, up to and including 100,000 BTU.	\$17.00
2	For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance over 100,000 BTU.	\$21.00
3	For the installation or relocation of each floor furnace, including vent.	\$17.00
4	For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater.	\$17.00
	<b>APPLIANCE VENTS:</b>	
1	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$8.50
	<b>REPAIRS OR ADDITIONS:</b>	
1	For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, abortion unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the international mechanical code.	\$16.00
	<b>BOILERS, COMPRESSORS and ABSORPTION SYSTEMS</b>	
1	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kw), or each absorption system to and including 100,000 BTU	\$17.00
2	... over 3 to 15 horsepower, or over 100,000 BTU including 500,000 BTU	\$31.00
3	... over 15 to 30 horsepower, or over 500,000 BTU including 1,000,000 BTU	\$43.00
4	... over 30 to 50 horsepower, or over 1,000,000 BTU including 1,750,000 BTU	\$64.00
5	... over 50 horsepower, or over 1,750,000 BTU	\$106.00

<b>AIR HANDLERS:</b>		
1	For each air-handling unit to and including 10,000 cfm (4719L/s) including ducts attached thereto NOTE: This fee does not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the International Mechanical Code	\$12.00
	For each air-handling unit over 10,000 cfm	\$21.00
<b>EVAPORATIVE COOLERS</b>		
1	For each evaporative cooler other than portable type (swamp cooler)	\$12.00
<b>VENTILATION and EXHAUST</b>		
1	For each ventilation fan connected to a single duct	\$8.00
2	For each ventilation system which is not a portion of any heating or AC system	\$12.00
3	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$12.00
<b>MISCELLANEOUS:</b>		
1	For each appliance or piece of equipment regulated by the International Mechanical Code but not classified in other appliance categories, or for which no other fee is listed in the table e.g.... ducts	\$12.00
2	Gas piping (one to five outlets) (each additional outlet)	\$20.00 \$1.00
3	Inserts, Stoves & Fireplaces (classified under Furnaces)	\$17.00
4	Roof Top Unit * if Duo Pac, charge for Compressor & Furnace according to BTUs * if Cooling, charge for Compressor according to BTUs * if Heating, charge for Furnace according to BTUs	
5	* In-Floor (Radiant) Heating System	
	* Charge for Boiler according to BTUs	

**Plumbing:**

1	For the issuance of each plumbing permit	\$ 25.00
2	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$ 15.00
<b>UNIT FEE SCHEDULE (in addition to items 1&amp;2 above):</b>		
1	For each plumbing fixture on 1 trap or a set of fixtures on 1 trap.	\$8.00
2	For each building sewer and each trailer park sewer.	\$18.00
3	Rainwater systems - per drain (inside building).	\$8.00
4	For each water heater and/or vent.	\$8.00
5	For each gas piping system of 1 to 5 outlets.	\$20.00

6	For each additional gas piping system outlet, per outlet.	\$1.00
7	For each industrial waste pretreatment interceptor including its trap.	\$10.00
8	For each installation, alteration or repair of water piping and/or water treating equipment, each	\$8.00
9	For each repair or alteration of drainage or vent piping, each fixture.	\$8.00
10	For each lawn sprinkler system on any 1 meter, includes backflow devices.	\$8.00
11	For atmospheric-type vacuum breakers:	
	1 to 5 fixtures	\$5.00
	over 5, each	\$1.00
	For each backflow protective device other than atmospheric type vacuum breakers:	
	2-inch (51 mm) diameter and smaller	\$10.00
	over 2-inch (51mm) diameter	\$20.00
	For each graywater system	\$40.00
	For initial installation and testing for a reclaimed water system	\$30.00
	For each annual cross-connection testing of reclaimed water system (excluding initial test)	\$30.00
	For each medical gas piping system serving 1 to 5 inlets 1 outlets for specific gas	\$50.00
	For each additional medial gas inlet 1 outlet	\$5.00

**Contractor Registry:**

Annual Contractor Registry Fee	\$60.00/yr

**PLANNING**

**Meeting with Moffat County Planning Department in required prior to submittal of any application  
Pricing does not include State, survey, recording or other fees**

<b>Conditional Use</b> (including Seismic & Meteorological Towers)	\$300
<b>Conditional Use</b> (Utility Scale Solar & Battery Storage)	\$1,000
<b>Conditional Use</b> (Utility Scale Wind Farm)	\$1,000
<b>Exemption from Subdivision Regulations</b>	\$200
<b>Permit Amendment</b>	\$200
<b>Temporary Use</b> (1-year with 2 optional renewals - \$50 each)	\$100
<b>Zoning Variance</b>	\$175
<b>Replat</b>	\$100
<b>Rezone</b>	\$300
<b>Resubdivision</b>	\$250
<b>Road/Alley Vacation</b>	\$75
<b>Minor Subdivision –</b> Sketch/Preliminary Plan (\$300) Minor Subdivision Final Plan (\$200)	\$500
<b>Major Subdivision –</b> Subdivision Sketch Plan (\$300) Subdivision Preliminary Plan (for 10 lots or less) (\$450) Additional \$50 per lot over 10 lots Subdivision Final Plan (\$250)	\$1,000

## FACILITIES

**\$500.00 refundable security deposit required on all facilities**

### **Buildings:**

**Pavilion:** (Includes use of Kitchen, 40) 8' Tables & 300 Chairs, & A/V System - Projector, Screen, Sound System, Wireless Microphones, WiFi)

County resident (private) day or days of event	\$300.00/day
Non-county resident (private) day or days of event	\$350.00/day
Commercial/County resident (for profit) Includes Dances & Concerts	\$475.00/day
Commercial/Non-county resident (for profit) Includes Dances & Concerts	\$725.00/day
County Resident (private) 3 day special (ex.: Friday, Saturday, Sunday) set-up/event/clean-up	\$425.00
Setup/cleanup days	\$75.00/day
<b><u>Moffat County Non-Profit:</u></b> (must supply non-profit status) <b>Youth/ Non-Profit/Special Use –</b> Any organization deemed to receive special consideration by the Moffat County Board of County Commissioners	\$50.00/day
Usage by Moffat County staff for county business	No Charge

### **Grandstands Bldg: (includes use of 39) 8' tables & 170 chairs, concession stand, WiFi)**

County resident (private) day or days of event	\$250.00/day
Non-county resident (private) day or days of event	\$275.00/day
County resident (for profit) Includes Dances, Concerts & Auctions	\$400.00/day
Commercial/Non-county resident (for profit) Includes Dances & Concerts	\$650.00/day
Setup/cleanup days	\$50.00/day
<b><u>Moffat County Non-Profit:</u></b> (must supply non-profit status) <b>Youth/ Non-Profit/Special Use –</b> Any organization deemed to receive special consideration by the Moffat County Board of County Commissioners	\$50.00/event day
Usage by Moffat County staff for county business	N/C

### **Picnic Shelter:**

Large Group Picnics (100 people or more) using one or both shelters	\$165.00/day
County resident (private/non-profit)	\$90.00/day
Non-County resident (private/non-profit)	\$115.00/day
Setup and cleanup days	\$60.00/day



**Large Scale Community Events:**

1-3 days	\$360.00
3-5 days	\$560.00
Any additional days after 5	\$110.00/day

**\*Large scale events require \$500.00 refundable security deposit, Certificate of Liability Insurance, porta-potties, security and parking attendants**

**Indoor Arena:**

County resident- Non-profit and service organizations day or days of event	\$250/day*
Non-profit and service organizations, in or out of County charging admission or entrance fees	\$275/day*
County (for profit) Includes dances and concerts	\$450.00/day*
Non-County resident (for profit) Includes dances and concerts	\$800.00/day* (499 capacity) \$1030/day* (500+ capacity)
*Open Bldg only	
<b>Additional Fees:</b>	
Panels	\$100/event
Bleachers	\$50/event
PA System	\$25/event
<b>If available:</b> (for events only)	
Tables (8')	\$10/table
Chairs (metal/folding)	\$1.50/chair
Setup and cleanup days	\$75.00/day
Usage by Moffat County staff for County business	No Charge

**\*Outside Arenas, with Racetrack and Grandstands:**

County resident (non-profit) and service organizations, in or out of County, <b>not</b> charging admission or entrance fees	Arena A - \$100.00/day Arena B - \$100.00/day
County resident (non-profit) and service organizations, in or out of County, charging admission or entrance fees	Arena A - \$150.00/day Arena B - \$150.00/day
Non-County (non-profit)	Arena A - \$300.00/day Arena B - \$200.00/day
County resident (for profit)	Arena A - \$300.00/day Arena B - \$300.00/day
Non-County (for profit)	Arena A - \$550.00/day Arena B - \$400.00/day
Race Track – Horse Races	\$1500/day
Includes use of grandstands, restrooms and horse barns. Ground preparation <b>one time</b> per event, lights and PA system.	
Any <b>extra</b> ground work during event:	\$100/Arena

<b>Clinics, Schools and Lessons sponsored by a county resident when instructor charges a fee Per hour, Per arena</b>	<b>Arena A - \$100.00/day Arena B - \$100.00/day \$25.00/hr</b>
<b>Local clubs and organizations seasonal use (up to a 6-month period). Includes ground preparation and lights for jackpots and competition events.</b>	<b>\$400.00/season</b>
<b>Arena lights private use per arena (time period dark till midnight)</b>	<b>\$35.00/night</b>
<b>Stock pen seasonal use by clubs or organizations Stock pen seasonal use by clubs or organizations Stock pen over night travelers Stock pen for profit use</b>	<b>\$400.00/season up to 30 head \$10.00 per head over 30 \$20.00 per day/night \$50.00 per day/night</b>

**Horse Stalls:**

Overnight boarding	\$25.00 per night
Vet care (Max. three weeks stay)	\$10.00 per day/night

**RV/Water Hookups:**

Overnight travelers (40 spots available)	\$25.00 per night
Short weekend type events	\$25.00 per day/night
Larger events running more than a weekend (over 2-3 nights)	May be negotiated with Fairgrounds Manager
All other electric outlets. (Use only after all RV hookups full). Event producer / user responsible to collect all fees and pay Moffat County.	\$20.00 per day/night

**Any outside arena or racetrack event will be required to pay a refundable \$500 (min) security/damage deposit (may be subject increase by Fairgrounds management, depending on event) and provide a Certificate of Insurance naming the County as an additional insured. A \$1000 damage deposit may be required for events that involve extra snow/dirt work.**



## **Loudy-Simpson Park:**

### **Picnic Shelter**

Large Group Picnics (100 people or more) using one or both shelters	\$165.00/day
County resident (private/non-profit)	\$90.00/day
Non-County resident (private/non-profit)	\$115.00/day
Setup and cleanup days	\$60.00/day

### **\*Large Scale Community Events:**

1-3 days	\$360.00
3-5 days	\$560.00
Any additional days after 5	\$110.00/day

<b>Non-County Resident</b> (large scale/for profit) Includes dances & concerts	\$765.00/day (499 capacity) \$1030/day (500+ capacity)
--	---

**\*Large scale events require \$500.00 refundable security deposit, Certificate of Liability Insurance, porta-potties, security and parking attendants**

### **Ball Fields:**

Practice	\$15.00 per field/per day
Games (7 am to 7 pm)	\$65.00 per field/per day

### **Soccer Field:**

Marking of soccer field	\$215.00/time
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### **Freeman Reservoir Campground:**

17 available campsites (first-come, first-served basis)	\$20/night
--	------------

Moffat County does the care-taking at Freeman Reservoir Campground on behalf of the U.S. Forest Service

**PEST MANAGEMENT CHEMICAL APPLICATION**

<b>Private Pest Management:</b> includes the labor provided by the county to treat weeds, ground squirrels, gophers, etc. In addition to these services all applicable materials will also be billed back with a 5% handling charge. All rates are per laborer and include equipment.	
Private Pest Mgmt, in conjunction with an approved Pest Management Partnership	\$25.00/hr
Individual Private Pest Mgmt. (No partners)	\$65.00/hr
Inter-Agency Pest Management	\$500/day
<b>Mosquito Control</b>	
Public Health Mosquito Mitigation: Habitat and population monitoring	FREE
Aerial Mosquito Spraying	50% costshare (flying and materials) on approved projects

**MAYBELL SANITATION FEES**

<b>Tap Fees:</b>	
<b>Residential</b>	\$2,930.00
<b>Commercial (2 to 4 taps)</b>	\$5,860.00 to \$11,720.00
<b>Rates:</b>	
1 Tap	\$120/qtr
2 Taps	\$240/qtr
3 Taps	\$360/qtr
4 Taps	\$480/qtr

## LANDFILL TIPPING FEES

Due to trash blowing out of trucks and trailers and scattering along roadways, the Moffat County Landfill will start requiring all loads to be secured with a tarp, completely covering the entire load or hauled in an enclosed trailer. Any loads that are not secured will be charged at double the normal rate for the load.

<b>Description</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>*Out of State</b>
Minimum:	\$15.00	\$20.00	\$40.00
Municipal Waste	\$50.00/ton	\$80.00/ton	\$160.00/ton
Residential Waste	\$50.00/ton	\$80.00/ton	\$160.00/ton
Commercial/Industrial	\$50.00/ton	\$80.00/ton	\$160.00/ton
Solid Waste	\$45.00/ton	\$80.00/ton	\$160.00/ton
Concrete	\$50.00/ton	\$80.00/ton	\$160.00/ton
Special Waste (contaminated soils, non-friable asbestos)	\$55.00/ton	\$110.00/ton	\$220.00/ton

### **Tires:**

<b>Description</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>*Out of State</b>
Car/Pickup	\$6.00	\$15.00	\$30.00
Semi-Truck	\$10.00	\$20.00	\$40.00
Heavy Equipment	\$30.00	\$60.00	\$60.00

### **Other Items:**

<b>Description</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>*Out of State</b>
Surcharge – Mattress, Box Springs	\$10.00 each	\$20.00 each	\$40.00/each

\*Effective July 1, 2024

The Landfill does not accept the following items: tires on rims, refrigerated units without the proper certification, liquid waste, batteries, hazardous waste or chemicals, Bio-Hazard bags or refuse, friable asbestos, and propane tanks (unless valve has been removed completely and recycle in metal dumpster).

## ROAD & BRIDGE DEPARTMENT

Right-Of-Way Access Permit	\$100.00
Right-Of-Way Access Permit – Address Only	\$65.00
Utilities Installation Permit - May require bond Additional \$0.25 per linear foot for installations within county right-of-way	\$100.00
Road Maintenance Permit for Private Entities - May require bond	\$250.00
Oil & Gas Rig Movement Permit Application	\$1000.00
Maps (Charge an additional \$1.50 for postage if we mail.)	\$3.00 per map

### **Transport Permits:**

Single Trip Oversize	\$15.00
Single Trip Oversize/Overweight	\$15.00 + \$5.00/Axle
Annual Oversize/Overweight	\$250.00
Annual Fleet	\$750.00 + \$25.00/Vehicle
Special Permit	\$125.00

### **Credit/Debit Card Transaction Fees:**

Additional Charge of 2.25% + \$0.75 per transaction

## CEMETERY

Cemetery Lots	\$425.00
Cemetery Lot – Infant Section	\$100.00
Cemetery Lot – Half Lots for cremation or infant burials	\$215.00
Internment Fee (Full Burial)	\$390.00
Weekend or Holiday	\$690.00
Internment Fee (Cremains)	\$210.00
*Weekend or Holiday	\$360.00
Internment Fee – Infant (varies depending on size of casket used)	\$210-\$390
Disinterment of casketed burial with open space on one side	\$825.00
Disinterment of casketed burial with no space on either side	\$1,025.00
Disinterment of cremains	\$110.00
Disinterment of infant	Quoted at time
Cement Stone foundations	\$150.00
Flower vases – Eaton Style – Per Vase	\$75.00

\*The above overtime charge will be added to the above interment fees if cemetery personnel are required to be on premises of the cemetery on Saturday, Sunday, or holidays regardless of the amount of time needed.

No burials will be allowed on Memorial Day, Thanksgiving, Christmas or New Years Day.

If these days are part of a three-day weekend for County employees, no burials will be allowed on any of those days.



2017 TREASURERS TAX DEED	240.98		733.20							974.18
2010 TREASURER'S TAX DEED	2,022.14		2,657.01							4,679.15
2024 TREASURER DEED'S	11,052.46								-915.36	10,137.10
GRAND TOTALS	62,378,860.42	121,774.57	3,041,076.65	13,918.07	243,886.38	3,075,330.60	-4,076,716.40	-27,475.03	-3,068,083.06	61,702,572.20

I, Robert Razzano 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 January 2025.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioner

Melody Villard  
Chairperson

Tony Bohrer

Donald Broom



1 **Country Living Realty LLC**

2 Dorina Fredrickson

3 Ph: 970-824-0223

4 Fax: 970-824-5660

5 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real  
6 Estate Commission. (LC50-8-24) (Mandatory 8-24).

7  
8 **THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES  
9 SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

10 **Compensation charged by brokerage firms is not set by law and is fully negotiable.**

11  
12 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER  
13 AGENCY, OR TRANSACTION-BROKERAGE.**

14  
15  
16 **EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

17  
18  **SELLER AGENCY**     **TRANSACTION-BROKERAGE**

19  
20  
21 Date: 1/31/2025

22  
23  
24 **1. AGREEMENT.** Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing  
25 Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage  
26 services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.

27  
28  
29 **2. BROKER AND BROKERAGE FIRM.**

30  **2.1. Multiple-Person Firm.** If this box is checked, Broker (as defined below) is the individual  
31 designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required  
32 by this Seller Listing Contract. If more than one individual is so designated, then references in this Seller  
33 Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The  
34 brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm,  
35 or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

36  **2.2. One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only  
37 one licensed person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the  
38 licensed person and brokerage firm who serve as the Broker of Seller and perform the services for Seller  
39 required by this Seller Listing Contract.

40  
41  
42 **3. DEFINED TERMS.**

43 **3.1. Seller:** MOFFAT COUNTY, A BODY POLITIC

44 **3.2. Brokerage Firm:** Country Living Realty LLC

45 **3.3. Broker:** Dorina Fredrickson

46 **3.4. Property.** The Property is the following legally described real estate in the County of Moffat,

47 Colorado:

48 Subd: ORIGINAL CRAIG Lot: 34 - 35 Block: 27

49 known as No. 539 Barclay Street Craig, CO 81625,

50 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant  
51 thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

52  **3.5. Affordable Housing.** If this box is checked, Seller represents, to the best of Seller's actual  
53 knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller  
54 represents that Property is **NOT** part of an affordable housing program.  
55  
56  
57

Initials \_\_\_\_\_



58 **3.6. Sale; Lease.**

59 **3.6.1.** A "Sale" of the Property is the voluntary transfer or exchange of any interest in the  
60 Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract  
61 or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the  
62 Property.

63  **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of  
64 the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or  
65 leasehold interest in the Property.

66  
67 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on 1/31/2025, and  
68 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)  
69 1/31/2026, and any written extensions (Listing Period). Broker must continue to assist in the completion of  
70 any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of  
71 this Seller Listing Contract.

72  
73 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.  
74 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual  
75 execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

76 **3.9. Day; Computation of Period of Days, Deadline.**

77 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at  
78 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

79 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the  
80 ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is  
81 included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such  
82 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday, or Holiday. Should  
83 neither box be checked, the deadline will not be extended.

84  
85  
86 **4. BROKERAGE RELATIONSHIP.**

87 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's  
88 limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts  
89 as a Transaction-Broker.

90 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are  
91 working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves  
92 consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm  
93 is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

94 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same  
95 Broker, Broker must function as:

96 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree  
97 the following applies:

98 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents  
99 Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with  
100 whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship  
101 with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage  
102 relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the  
103 box in § 4.3.1.2. (**Seller Agency Only**) is checked, § 4.3.1.2. (**Seller Agency Only**) applies instead.

104  **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's Agent  
105 and must treat the buyer as a customer.

106 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or  
107 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-  
108 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or  
109 agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function  
110 as a Transaction-Broker.

Initials \_\_\_\_\_



116 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's  
117 Agent, must perform the following "Uniform Duties" when working with Seller:  
118

119 **5.1** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

120 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

121 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the  
122 Property is subject to a contract for Sale;

123 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

124 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to  
125 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

126 **5.1.5.** Accounting in a timely manner for all money and property received; and

127 **5.1.6.** Keeping Seller fully informed regarding the transaction.  
128

129 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

130 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

131 **5.2.2.** What the motivating factors are for Seller to sell the Property;

132 **5.2.3.** That Seller will agree to financing terms other than those offered;

133 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to  
134 disclose such information would constitute fraud or dishonest dealing; or

135 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or  
136 stigmatize the Property.  
137

138 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker  
139 or designee for the purpose of proper supervision, provided such supervising broker or designee does not  
140 further disclose such information without consent of Seller, or use such information to the detriment of Seller.  
141

142 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their properties.  
143 Broker may show alternative properties not owned by Seller to other prospective buyers and list competing  
144 properties for sale.  
145

146 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is  
147 subject to a contract for Sale.  
148

149 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a  
150 buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or  
151 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial  
152 condition or to verify the accuracy or completeness of any statement made by a buyer.  
153

154 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been  
155 approved, directed, or ratified by Seller.  
156

157 **5.8.** When asked, Broker  **Will**  **Will Not** disclose to prospective buyers and cooperating brokers  
158 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within  
159 Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first  
160 obtain the Seller's written consent.  
161

162 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,  
163 Broker is Seller's Agent, with the following additional duties:  
164

165 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

166 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

167 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by  
168 Broker.  
169

170 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO BUYER BROKERAGE FIRM.** Seller  
171 agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be  
172 earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by  
173 Seller or by any other person in connection with the Sale of the Property.  
174

**7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay

Initials \_\_\_\_\_



175 Brokerage Firm as follows:

176 **7.1.1. Sale Compensation.** (1) 4 % of the gross purchase price or (2) , in U.S. dollars.

177 **7.1.1.1.** If buyer's brokerage firm: (i) procures a buyer; and (ii) the transaction results in a  
178 closing of the Sale of the Property to such buyer, Seller's Brokerage Firm may enter into a compensation  
179 agreement with buyer's brokerage firm to contribute from the Sale Compensation an amount of 2% of the  
180 gross purchase price or \$, in U.S. dollars to buyer's brokerage firm.

181 **7.1.1.2.** If Seller agrees to pay the buyer's brokerage firm pursuant to the contract between  
182 buyer and Seller, Seller's compensation to Seller's Brokerage Firm will be reduced by that amount not to  
183 exceed the buyer's brokerage firm compensation set forth in §7.1.1.1.

184 **7.1.2. Lease Compensation.** If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee  
185 equal to (1) % of the gross rent under the lease, or (2) , in U.S. dollars, payable as follows: .  
186 Brokerage Firm agrees to contribute from the Lease Compensation to tenant's brokerage firm an amount of  
187 % of the gross rent or , in U.S. dollars if: (i) tenant's brokerage firm procures the tenant; and (ii) the tenant  
188 enters into a lease with owner or owner's agent for the Property.

189 **7.1.3. Other Compensation.**

190 **7.2. When Earned.** Such compensation is earned upon the occurrence of any of the following:

191 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other  
192 person;

193 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as  
194 specified in this Seller Listing Contract; or

195 **7.2.3.** Any Sale (or Lease if § 3.6.2. is checked) of the Property within 90 calendar days after the  
196 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name  
197 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller  
198  **Will**  **Will Not** owe the compensation to Brokerage Firm under this § 7.2.3. if a compensation is earned  
199 by another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the  
200 Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this §  
201 7.2.3., then Seller does not owe the compensation to Brokerage Firm.

202 **7.3. When Applicable and Payable.** The compensation obligation applies to a Sale made during the  
203 Listing Period or any extension of such original or extended term. The compensation described in § 7.1.1. is  
204 payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller)  
205 then on the contracted date of closing, as contemplated by § 7.2.1. or § 7.2.3., or upon fulfillment of § 7.2.2.  
206 where the offer made by such buyer is not accepted by Seller.

207 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set  
208 forth in § 7, will accept compensation from any other person or entity in connection with the Property without  
209 the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive  
210 mark-ups or other compensation for services performed by any third party or affiliated business entity unless  
211 Seller signs a separate written consent for such services.

212 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING.** Seller  
213 has been advised by Broker of the advantages and disadvantages of various marketing methods, including  
214 advertising and the use of multiple listing services (MLS) and various methods of making the Property  
215 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.) and whether  
216 some methods may limit the ability of another broker to show the Property. After having been so advised,  
217 Seller has chosen the following:

218 **9.1. MLS/Information Exchange.**

219 **9.1.1.** The Property  **Will**  **Will Not** be submitted to one or more MLS and  **Will**  
220  **Will Not** be submitted to one or more property information exchanges. If submitted, Seller authorizes  
221 Broker to provide a copy of this Seller Listing Contract to the MLS or information exchange, if requested,  
222 timely provide notice of any listing status change (e.g.: active, under contract, pending, sold) to such MLS  
223 and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required sales  
224 information to such MLS and information exchanges.



- 233 9.1.2. Seller authorizes the use of electronic and all other marketing methods except:  
234 9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if  
235 any.  
236 9.1.4. The Property Address  Will  Will Not be displayed on the Internet.  
237 9.1.5. The Property Listing  Will  Will Not be displayed on the Internet.

238  
239 **9.2. Property Access.**

240 9.2.1. Broker may access the Property by:

- 241  Electronic Lock Box  Manual Lock Box

242  Appointment with Country Living Realty

243 Other instructions:

244  
245  
246 9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property  
247 using the method described in § 9.2.1.

- 248  Actively Licensed Real Estate Brokers  Licensed Appraisers  
249  Unlicensed Broker Assistants  Unlicensed Inspectors  
250  Other:  
251

252 **9.3. Broker Marketing.**

253 9.3.1. The following specific marketing tasks will be performed by Broker:  
254 Internet, For Sale Sign

255 9.3.2. Seller authorizes videos and pictures of both the interior and exterior of the Property  
256 except:  
257

258 **9.4. Marketing Termination.** Broker and Brokerage Firm may discontinue using any marketing  
259 materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of  
260 litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period  
261 and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS  
262 and/or information exchanges. Seller understands that information submitted to either the MLS or information  
263 exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases  
264 Broker from any liability for Broker's inability to remove the information.  
265

266  
267 **10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

268 10.1. **Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or  
269 Lease of the Property only through Broker and to refer to Broker all communications received in any form  
270 from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this  
271 Seller Listing Contract.  
272

273 10.2. **Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print,  
274 and signage) must first be approved by Broker.

275 10.3. **No Existing Listing Agreement.** Seller represents that Seller  Is  Is Not currently a party  
276 to any listing agreement with any other broker to sell the Property. Seller further represents that Seller  Has  
277  Has Not received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the  
278 Property with any other broker.  
279

280 10.4. **Ownership of Materials and Consent.** Seller represents that all materials (including all  
281 photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller  
282 are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to  
283 Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable,  
284 royalty-free license to use such material for marketing of the Property, reporting as required as well as the  
285 publishing, display, and reproduction of such material, compilation, and data. This license survives the  
286 termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker  
287 (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.  
288

289 10.5. **Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act)  
290 generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal  
291

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291 residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal  
292 residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is  
293 at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act  
294 otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with  
295 the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale  
296 Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that  
297 Seller consult with an attorney.  
298  
299

300 **11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

301 **11.1. Price.** U.S. \$ 200,000.00

302 **11.2. Terms.**  Cash  Conventional  FHA  VA  Other:

303 **11.3. Loan Discount Points.**

304 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$ ,  
305 that Buyer is not allowed by law to pay, for tax service and .  
306

307 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ 5000.00 in the form of  
308 check or wire  
309

310 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated:  **Cashier's Check** at  
311 Seller's expense;  **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at  
312 Seller's expense; or  **Closing Company's Trust Account Check** . Wire and other frauds occur in real  
313 estate transactions. Any time Seller is supplying confidential information such as social security numbers or  
314 bank account numbers, Seller should provide the information in person or in another secure manner.  
315

316 **11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal  
317 Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when  
318 Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign  
319 person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this  
320 Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income  
321 taxation.  
322

323 **11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may  
324 require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado  
325 resident after Closing.  
326

327 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker  
328 pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the  
329 earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the  
330 Property.  
331

332 **13. INCLUSIONS AND EXCLUSIONS.**

333 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

334 **13.1.1. Inclusions – Attached.** If attached to the Property on the date of this Seller Listing  
335 Contract, the following items are included unless excluded under §13.2. (Exclusions): lighting, heating,  
336 plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable)  
337 wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen  
338 appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door  
339 openers (including n/a remote controls). If checked, the following are owned by the Seller and included  
340 (leased items should be listed under §13.1.6. (Leased Items)):  None  Solar Panels  Water Softeners  
341  Security Systems  Satellite Systems (including satellite dishes). If any additional items are attached to  
342 the Property after the date of this Seller Listing Contract, such additional items are also included.  
343  
344

345 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of  
346 this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): storm  
347 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and  
348 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,  
349



350 storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

351 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also  
352 included in the Purchase Price:

353 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels)  
354 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real  
355 estate taxes for the year of Closing), liens and encumbrances, except:

356 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of  
357 sale or other applicable legal instrument.

358 **13.1.6. Leased Items.**

359 **13.1.6.1.** The following leased items are part of the transaction:

360 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final  
361 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,  
362 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the  
363 leases.  
364

365 **13.2. Exclusions.** The following are excluded (Exclusions):

366 **13.3. Trade Fixtures.** The following trade fixtures are included:

367  
368  
369 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes  
370 (except personal property taxes for the year of closing), liens and encumbrances, except . Conveyance will  
371 be by bill of sale or other applicable legal instrument.

372 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities:  
373 ; and the use or ownership of the following storage facilities:

374 **13.5. Water Rights/Well Rights.**

375  **13.5.1. Deeded Water Rights.** The following legally described water rights:

376 Seller agrees to convey any deeded water rights by a good and sufficient deed at Closing.

377  **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§  
378 13.5.1., 13.5.3., and 13.5.4.:

379  **13.5.3. Well Rights.** The Well Permit # is .

380  **13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

381 **13.6. Growing Crops.** The following growing crops:

382  
383  
384  
385  
386 **14. TITLE AND ENCUMBRANCES.**

387 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.

388 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials,  
389 leases, improvement location certificates and surveys in Seller's possession and must disclose all  
390 easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.

391 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:

392  special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  
393  personal representative's deed  deed. If title will be conveyed using a special warranty deed or a  
394 general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed  
395 "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a  
396 buyer will convey only that title Seller has in the Property.

397 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the  
398 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens,  
399 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree.  
400 Existing monetary encumbrances are as follows:

401 If the Property has been or will be subject to any governmental liens for special improvements installed at the  
402 time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless  
403 otherwise agreed.  
404  
405  
406  
407

Initials \_\_\_\_\_



408 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for  
409 possession of the Property:  
410

411 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense unless the parties agree in  
412 writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount  
413 equal to the Purchase Price as specified in the contract for the Sale of the Property, or if this box is checked,  
414  **An Abstract of Title** certified to a current date.  
415

416  
417 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association  
418 assessment is currently payable at approximately \$ per and that there are no unpaid regular or special  
419 assessments against the Property except the current regular assessments and except . Seller agrees to  
420 promptly request the owners' association to deliver to buyer before date of closing a current statement of  
421 assessments against the Property.  
422

423  
424 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: Delivery of  
425 Deed/Time of Funding., subject to leases and tenancies as described in § 14.  
426

427 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

428 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all  
429 adverse material facts actually known by such broker including but not limited to adverse material facts  
430 pertaining to the title to the Property and the physical condition of the Property, any material defects in the  
431 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.  
432 These types of disclosures may include such matters as structural defects, soil conditions, violations of  
433 health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer  
434 may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known  
435 by Broker about the Property.  
436

437 **18.2. Seller's Obligations.**

438 **18.2.1. Seller's Property Disclosure Form.** Seller  **Agrees**  **Does Not Agree** to provide on  
439 or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's  
440 current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller  
441 is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material  
442 facts actually known by Seller.  
443

444 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or  
445 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed  
446 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given  
447 to any potential buyer in a timely manner.  
448

449 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired  
450 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping  
451 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an  
452 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a  
453 location as required by the applicable building code, prior to offering the Property for sale or lease.  
454

455 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the  
456 date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at  
457 Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.  
458

459 **19. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract  
460 or waived, the non-defaulting party has the following remedies:

461 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller  
462 Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage  
463 Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will  
464 survive such cancellation.  
465

466 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller  
467



466 Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm  
467 may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that  
468 accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages, if any.  
469

470 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing  
471 Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no  
472 obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has  
473 the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical  
474 condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or  
475 highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect  
476 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could  
477 psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel  
478 under this provision, Brokerage Firm waives all rights to pursue damages.  
479

480  
481 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums  
482 received will be: (1)  paid to Seller in its entirety; (2)  divided between Brokerage Firm and Seller,  
483 one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the  
484 balance to Seller; (3)  Other: If no box is checked in this Section, choice (1), paid to Seller in its entirety,  
485 applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm compensation owed,  
486 earned and payable under § 7.  
487

488  
489 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage  
490 Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate  
491 buyer's brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or  
492 services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil  
493 tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor  
494 Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments  
495 made by Brokerage Firm for such products or services authorized by Seller.  
496

497  
498 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of  
499 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title  
500 companies).  
501

502 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for  
503 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such  
504 damage is caused by their negligence or intentional misconduct.  
505

506  
507 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective  
508 buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected  
509 classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital  
510 status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture,  
511 national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information  
512 about the prospective buyer if such information would disclose a buyer's protected class(es). However, any  
513 financial, employment or credit worthiness information about the buyer received by Broker will be submitted  
514 to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing  
515 laws.  
516

517  
518 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller  
519 acknowledges that Broker has advised that this document has important legal consequences and has  
520 recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.  
521

522 **26. MEDIATION.** ~~If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is~~  
523 ~~not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a~~  
524

Initials \_\_\_\_\_



525 process in which the parties meet with an impartial person who helps to resolve the dispute informally and  
526 confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing,  
527 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally  
528 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire  
529 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by  
530 one party to the other at the other party's last known address.  
531

532 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the  
533 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney  
534 and legal fees.

535 The Parties agree that Brokerage Firm will not offer any Seller Listing Contract that not contains an arbitration provision  
536 and also does not contain any provision regarding prevailing party attorney's fees and costs

537 **28. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the  
538 Colorado Real Estate Commission.)  
539

540 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:  
541

542 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is  
543 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.  
544

545 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**

546 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in  
547 writing, except as provided in § 31.2. and is effective when physically received by such party, or any  
548 individual named in this Seller Listing Contract to receive documents or notices for such party.  
549

550 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in  
551 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive  
552 documents or notices for such party, at the electronic address of the recipient by facsimile, email or .  
553

554 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email  
555 at the email address of the recipient, (2) a link or access to a website or server provided the recipient  
556 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax  
557 No.) of the recipient.  
558

559 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by  
560 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado  
561 residents who sign a contract in Colorado for real property located in Colorado.  
562

563 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the  
564 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing  
565 and signed by the parties.  
566

567 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,  
568 and when so executed by all the parties, such copies taken together are deemed to be a full and complete  
569 contract between the parties.  
570

571 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any  
572 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.  
573

574 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by  
575 Broker, including all attachments.  
576

577 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm  
578

579 **Seller:**  
580  
581  
582

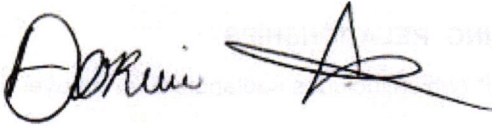


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Date: \_\_\_\_\_

Seller: **MOFFAT COUNTY, A BODY POLITIC**  
By: **Melody Villard, BOCC**

Brokerage Firm:



Date: **1/31/2025**

Broker's Name: **Dorina Fredrickson**  
Brokerage Firm's Name: **Country Living Realty LLC**  
Brokerage Firm Address: **304 W Victory Way Craig, CO 81625**  
Broker Phone No.: **970-824-0223** Broker Fax No.: **970-824-5660**  
Broker Email Address: **dorina@isellcraig.com**

**LC50-8-24 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

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Initials \_\_\_\_\_

**Country Living Realty LLC**

Dorina Fredrickson

Ph: 970-824-0223 Fax: 970-824-5660

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (DD25-5-09) (Mandatory 7-09)

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

**DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant).

**Seller's Agent:** A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.


**THIS IS NOT A CONTRACT.**

I acknowledge receipt of a copy of this document on 01/31/25.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: **MOFFAT COUNTY, A BODY POLITIC**  
**By: Melody Villard, BOCC**

On 01/31/25, Broker provided **MOFFAT COUNTY, A BODY POLITIC** with this document via email and retained a copy for the Broker's records.

Brokerage Firm: **Country Living Realty LLC**

  
Broker: \_\_\_\_\_ Date: 1/31/2025  
**Dorina Fredrickson**

**(DD25-5-09) DEFINITIONS OF WORKING RELATIONSHIP**

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**PURCHASE OF SERVICE CONTRACT**  
**Core Services Program**

1. THIS CONTRACT, made this 24th day of January, 2025 by and between the Moffat County Department of Human/Social Services at 1198 W. Victory Way, Suite 204, Craig, Co 81625(address), hereinafter called “County” and Kin Connect, CPA(name) 58278 Falcon Road, Olathe, Co 81425(address), hereinafter called “Contractor”. 90-1518306(Tax I.D. or Social Security Number)
2. This contract will be effective from February 1,2025 until May 31, 2025.
3. County agrees to purchase, and Contractor agrees to provide Kinship Assessments (Core Service) to Adoptive Non-Certified Kinship providers (population to be served) for Moffat County. This service is described in Rule Manual Volume 7, Section 7.303.1, and, if appropriate, the State-approved County Core Service Plan.
4. County agrees to purchase, and the contractor agrees to provide Kinship Placement Assessments for non-certified kinship who are planned to adopt children in the custody of Moffat County. The parties agree that the Contractor’s relationship with the county is that of an independent Contractor.

- **Moffat County Department of Human Services agrees to pay a flat rate of \$1,000.00 per completed Kinship Assessment upon completion. The flat rate includes travel and meals.**
- **Moffat County will arrange for CBI FBI fingerprinting through the department and provide results to Kin Connect CPA.**

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

5. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof.
6. County agrees:
  - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
  - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
  - c) To provide the Contractor with referral information, including name and address of family, social, medical, and educational information as appropriate to the referral.
  - d) To monitor the provision of contracted service.
  - e) To pay the Contractor after receipt of billing statements for services rendered satisfactorily and in accordance with this Contract.
7. Contractor agrees:
  - a) Not to charge clients any fees related to services provided under this contract.
  - b) 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.

- c) 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.
- d) To provide the service described herein at a cost not greater than that charged to other persons in the same community.
- e) **To submit a billing statement in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in non-payment.**
- f) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services and the County Department of Human/Social Services.
- g) To provide County with reports on the provision of services as follows:  
Kinship Assessments and any background information completed by Kin Connect.
- 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 the 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.

- 8. In addition to the foregoing, the County and Contractor also agree:
- 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 Services 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)).

**ADDITIONAL PROVISIONS:**

\_\_\_\_\_  
County Board of County Commissioner Chair Signature, Date

\_\_\_\_\_  
County Director Signature, Date

\_\_\_\_\_  
Contractor's Signature, Title

Original to Contractor  
Copy to the Case File  
Copy to County Bookkeeping

## MEMORANDUM OF UNDERSTANDING

---

### Brighter World Child Advocacy Center Multidisciplinary Team Agreement

This Memorandum of Understanding (MOU) dated this \_\_\_\_\_, 2025, is made by and between Better Tomorrow d/b/a/ Brighter World and the following:

14th Judicial District Attorney's Office ("DA's Office")

Moffat County Sheriff Office

Craig Police Department (collectively "Law Enforcement")

Moffat County Department of Human Services ("DHS")

Advocates-Crisis, Trauma and Support Services (ACTSS) (collectively "Advocacy Agencies")

Hereafter the above agencies and individuals will be referred to individually as "Participating Entity" or collectively as the "Parties".

We, the undersigned, on behalf of our respective agencies, are committed to the Child Advocacy Center ("CAC") and the Multidisciplinary Team ("MDT") model for multidisciplinary child abuse intervention response, support Brighter World in providing CAC and MDT services in the 14<sup>th</sup> Judicial District in Colorado, and agree to follow established, agreed upon guidelines for utilization of the facilities and services of Brighter World. ("Guidelines")(Attachment A).

This MOU is not intended to create any legally binding obligations on any of the Parties or any contractual terms that may be enforced by a Participating Entity or any third party. The procedures outlined herein are best practices and advisory in nature.

This MOU states the conditions under which Parties may utilize the resources of Brighter World during the investigation of allegations of abuse and/or neglect and interviewing victims and witnesses as well as outlines the expectations of Participating Entities.

Each Participating Entity has specific responsibilities with regard to these types of cases and their own agency policies and procedures. We agree to support the concept and adhere to the Guidelines as attached to this MOU. We understand that on occasion exceptions to these Guidelines will be necessary if they are in conflict with the Participating Entity's agency policies and procedures or statutory authority.

### **I. POPULATION SERVED**

Brighter World's primary case criteria is child victims of sexual abuse in Routt County. Parties agree to bring all cases meeting the primary case criteria to Brighter World. Brighter World also



is qualified to provide courtesy services to Moffatt and Grand Counties, and to serve child victims of physical abuse, drug endangerment, neglect, teen dating violence, trafficking, and witness to violence/crime. Brighter World also may provide services to vulnerable adults or adults with disabilities.

The terms “child” or “children” include youth under the age of 18 years.

The term “vulnerable adults” means “an individual eighteen years of age or older who is susceptible to mistreatment or self-neglect because the individual is unable to perform or obtain services necessary for his or her health, safety, or welfare, or lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his or her person or affairs.” C.R.S. 26-3.1-101.

The term “client” is used throughout this document to describe all reported victims referred to Brighter World.

## **II. PHILOSOPHY**

Each Participating Entity adheres to the following philosophy:

- a. Brighter World is a place where collaborative efforts are fostered, and mutual support is provided.
- b. Each client and family has an inherent right to be treated with candor, dignity, and respect.
- c. Child abuse and vulnerable adult abuse is a problem in this community and the community is responsible for addressing the issue through education, detection, treatment, and prevention.
- d. No single agency, individual, or discipline possesses the necessary knowledge, skills, and resources to provide all the assistance needed by victims and their non-offending caregivers. Combining the experience and professional knowledge of DHS, Law Enforcement, the DA, Medical, Mental Health, and Advocacy provides more effective and efficient handling of these cases.
- e. The protection and best interests of each client is foremost in all recommendations related to a multidisciplinary team approach.
- f. It is desirable to reduce the number of interviews that a victim or witness must participate in, and those interviews should be conducted by a specially trained interviewer in a neutral and child-focused setting.
- g. Each Participating Entity will provide culturally competent and responsive services for all clients throughout the duration of their involvement.

## **III. MDT MEMBER EXPECTATIONS**

- a. Each Participating Entity agrees that efforts will be made to collaborate to ensure that the best interests of the client will be served.



- b. Each Participating Entity agrees that efforts will be made to utilize a multidisciplinary team approach, which includes:
  1. When the investigating agency determines a forensic interview of a child is necessary, the agency will have the forensic interview conducted at Brighter World.
  2. Reasonable efforts will be made by each Participating Entity to coordinate each step of the investigation/assessment process to minimize the number of interviews and interviewers that a child is subjected to, thus reducing the potential trauma to the child.
  3. Parties with investigative responsibilities on a case will be present to observe the forensic interview(s) to ensure necessary preparation, information sharing, and interviewer coordination throughout the interview and post-interview process
  4. Each Participating Entity will make reasonable efforts to coordinate with Brighter World and Medical to determine the need for, timing, and detail of the medical evaluation. Coordination of the medical evaluation is essential for reducing duplicative interviewing and utilizing information from the medical evaluation to assure appropriate follow-up, treatment, and referral.
  5. Each Participating Entity will attempt to coordinate Mental Health services for children and their families.
  6. Brighter World or other partnering advocacy agencies will provide advocacy services as coordinated with each Participating Entity.
- c. It is expressly understood that each Participating Entity will work within its agency mandates and policies. Nothing contained herein supersedes the statutes, rules, regulations, and internal policies governing each agency. To the extent that any provision of this MOU is inconsistent with any such statute, rule, regulation, or internal policy, such statute, rule, regulation, or internal policy will prevail.
- d. Each Participating Entity will participate in MDT pre-staffing, post-staffing, and monthly Case Review meetings in which they are involved to review active cases, provide updated case information, address obstacles to effective investigations and service delivery, and coordinate interventions. Brighter World will be responsible for scheduling and facilitating Case Review meetings. Participants of the Case Review will be the agencies involved in active cases.
- e. Each Participating Entity agrees to provide trained professionals with skills in assessment and investigation to handle cases of child abuse and neglect and crimes against vulnerable adults.
- f. Each Participating Entity is invited and encouraged to attend training sponsored by Brighter World.

- g. Each Participating Entity will support Brighter World to identify strategies to raise public awareness regarding prevention, identification, investigation, intervention, and treatment of abuse against children, teens, and vulnerable individuals.
- h. No known perpetrator and/or suspect of crimes against children and/or suspects of domestic or sexual violence crimes are allowed in any area of Brighter World while Brighter World clients are on site.
- i. Each Participating Entity agrees to provide Brighter World with case information, demographic information, and investigative information and outcomes regarding cases in which Brighter World services are utilized, at a minimum of every six months or as needed to serve the interests of a child and in accordance with all confidentiality laws, including individual consent requirements, and the terms of this MOU.
- j. Each Participating Entity can request general statistical information about cases in which Brighter World services are utilized not related to a specific individual case and may only obtain information about specific individual cases if they are directly involved in that investigation and release of this information does not violate applicable confidentiality laws.
- k. This MOU shall in no way limit Law Enforcement, the DA's Office, or DHS's authority to investigate reports of abuse or neglect. Law Enforcement, the DA's Office, and DHS shall remain the sole decision-making authority for subsequent decisions and actions resulting from any case investigation.

#### **IV. EXPECTATIONS OF BRIGHTER WORLD**

- a. Brighter World promotes an effective means of responding to, investigating, intervening, and treating victims of sexual abuse, physical abuse, and witnesses to violence and other serious crimes using a multidisciplinary team approach that coordinates services for children in a child- and family-centered environment.
- b. Brighter World will provide a neutral, child-focused, physically accessible, comfortable facility where formal, neutral forensic interviews for cases can be conducted, available for live observation by Participating Entities, and recorded.
- c. Brighter World will provide comprehensive and coordinated family advocacy and forensic medical exams, and coordinate for mental health referrals to complement the forensic interviewing.
- d. Brighter World will provide crisis and ongoing support to children, teens, and vulnerable adults and their families throughout the investigation, prosecution, and post-prosecution phases of each case.

- e. Brighter World will ensure all services provided by Brighter World are performed by individuals with adequate training based upon their role.
- f. Brighter World will participate in a structured peer review process for Brighter World's forensic interviewers as a matter of quality assurance.
- g. Brighter World will offer relevant training or other educational opportunities for each Participating Entity focused on issues relevant to investigation, prosecution, and supportive services for victims and their non-offending caregivers, at a minimum of an annual basis.
- h. Brighter World will conduct a community assessment at a minimum of every three years to inform the development of goals and strategies to ensure that Brighter World delivers high quality, relevant, culturally-sensitive, trauma-informed, and accessible services to its clients.
- i. Brighter World shall comply with all applicable laws and regulations pertaining to data privacy and confidentiality of information, including but not limited to C.R.S. § 26-1-114 and 12 C.C.R. 2509-7.605.
- j. Brighter World agrees to provide notice as soon as is reasonably possible of any actual or suspected security breach or unauthorized disclosure of information that implicates any information provided by a Participating Entity.

## **V. GENERAL PROVISIONS**

- a. Each Participating Entity shall continue to be responsible for cases arising from its jurisdiction. The employees of each Participating Entity shall remain the employees of their respective entities. Each Participating Entity shall be responsible for workers' compensation insurance, salaries, including overtime, and benefits for its employees. Negligent acts of a Participating Entity's employee or employees are the sole responsibility of that party. None of the Participating Entities waive the benefits or obligations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- b. No Participating Entity, or their employee, agent, or other representative shall represent themselves as employees or agents of any other Participating Entity. Nothing in this MOU is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform the services that are the subject of this MOU.
- c. Each Participating Entity shall ensure appropriate levels of insurance.

- d. No Participating Entity will discriminate against any individual or family, who is participating in Brighter World services, because of race, color, ethnicity, national origin, primary language, sex, gender, gender identity, sexual orientation, age, marital status, religion, ancestry, or level of mental or physical ability.
- e. This MOU can be modified only with written consent of the Parties.
- f. Any Participating Entity who wishes to withdraw from this MOU may do so at any time and such withdrawal is effective upon sending written notice: If a Participating Entity wishes to withdraw, notice shall be sent to Brighter World. If Brighter World wishes to withdraw, notice shall be sent to each Participating Entity.
- g. This MOU may be executed in counterparts, each of which shall be deemed to be an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and appended to, any other counterpart.
- h. Agencies who wish to join this MOU must agree to the same agreements and expectations contained herein and provide countersignatures which, taken together with the original signatures from this MOU, will constitute one and the same MOU.
- i. This MOU and attached Guidelines will be reviewed, revised and resigned by Participating Agencies every three years. The MOU and attached Guidelines will be re-executed upon change in practice, policy, or current agency leadership.
- j. Brighter World will review the MOU and Guidelines annually.
- k. This MOU and the MOU Guidelines (Attachment A) are intended to serve as guidelines only and shall not establish any contractual term or legal obligation on any party who executes this MOU.

SIGNATURE PAGES FOLLOW



**MEMORANDUM OF UNDERSTANDING**

**Brighter World Child Advocacy Center  
Multidisciplinary Team Agreement**

**SIGNATURE PAGE**

The undersigned has read, understood, and agrees to uphold the agreements and expectations contained herein and the MOU's intent to support a collaborative multidisciplinary response to case of abuse and neglect towards children and other vulnerable individuals.

\_\_\_\_\_  
Authorized Signatory (Printed Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participating Agency

\_\_\_\_\_  
Signature

**Current Language:**

**SECTION 405.4 - TEMPORARY USES**

Upon application to the County Planning Department a Temporary Use Permit may be issued by the Planning Director for the listed temporary uses in each district for the specified periods of time unless, in the opinion of the Planning Director, special conditions exist that would warrant further review and approval by the Planning Commission and/or the Board of County Commissioners. Such permits shall be valid only for the period of time specified and only 2 renewals of the Temporary Use Permit may be granted. Failure to terminate such temporary use by the specified time shall be considered a misdemeanor and is punishable under Section 520.2 of this Resolution.

Proposed amendment to section 405.4

A Temporary Use Permit may be issued by the Planning Director upon application to the County Planning Department for the temporary uses allowed in each district. If the Planning Director determines that special conditions exist which warrant additional review, the application will undergo the appropriate approval process. A Temporary Use Permit will be granted for a specific duration based on the scope of the proposed project. Approved permits will require annual reporting, and only one extension may be granted due to external circumstances. Failure to cease the temporary use by the specified time will be considered a misdemeanor and is subject to penalties under Section 520.2 of this Resolution.

Revised language to amendment of section 405.4 as per requested on 1-14-25:

A Temporary Use Permit may be issued by the Planning Director upon application to the County Planning Department for the temporary uses allowed in each district. If the Planning Director determines that special conditions exist which warrant additional review, the application will undergo the appropriate approval process. An approved Temporary Use Permit will only be issued for a specific timeframe based on the duration of the proposed project. Approved permits must undergo a mid-way onsite inspection/review in addition to requiring annual reporting. Only one extension may be granted due to external circumstances. Failure to comply with the conditions of the approved permit may be cause for review and termination of said permit. Failure to cease the temporary use by the specified time will be considered a misdemeanor and is subject to penalties under Section 520.2 of this Resolution.

Moffat County Planning Commission Application Summary

February 4<sup>th</sup> 2025

**North Maybell Minor Subdivision**

Application: S-25-01 North Maybell Minor Subdivision

Applicant: Paul Gowdy

Description: Sketch/Prelim Plat

Regulation Reference: Section 1.010 – Subdivision regulations with reference to Minor Subdivision

Location: T7N, R95W, Section 29 & 32

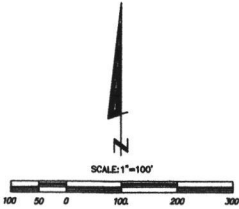
Access: Highway 40 to Lowell Street, north to County Road 19

Staff Comments: This is a 23.32-acre parcel - It will be divided into (4)-5.830 acre lots. There is access to all 4 lots along CR 19.

Attachments: Copy of application and plat

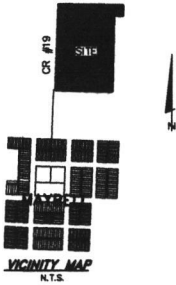
Results: Board voted unanimous to recommend approval of the minor subdivision application, No concerns or stipulations.

**FINAL PLAT**  
**NORTH MAYBELL MINOR SUBDIVISION**  
**SECTION 29 AND 32, T7N, R95W, 6th P.M., MOFFAT COUNTY, COLORADO**



**NOTES:**

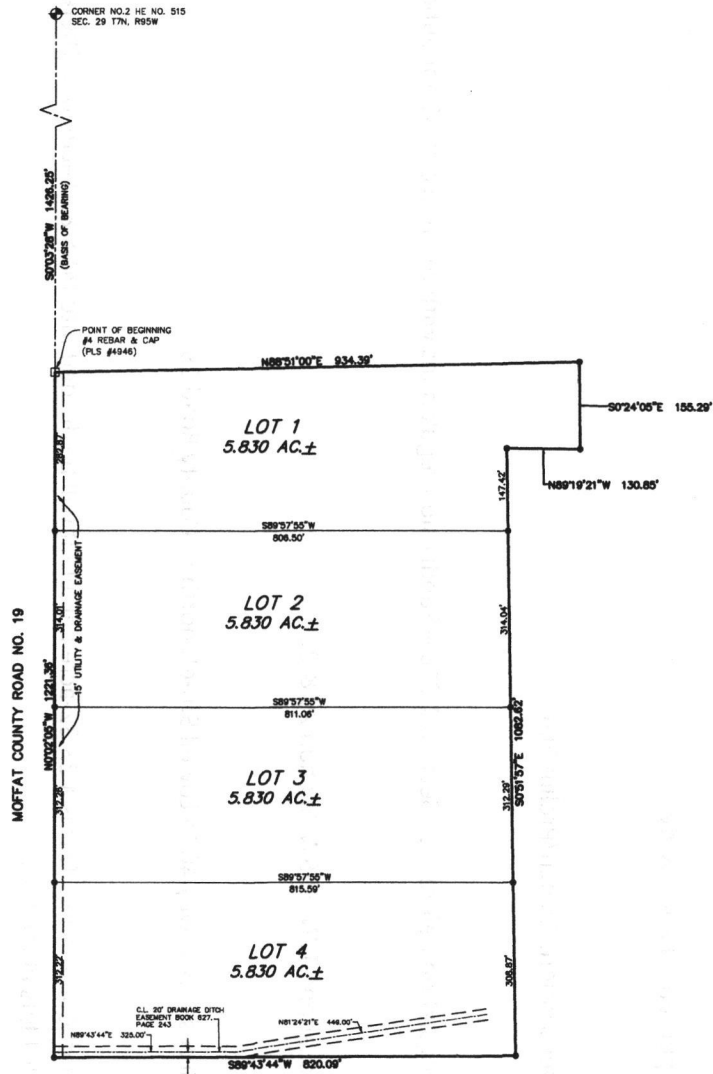
- 1) WATER SUPPLY: PRIVATE WELL.
- 2) SEWAGE DISPOSAL: TOWN OF MAYBELL.
- 3) ZONING: AGRICULTURE.
- 4) ● SET #4 REBAR & CAP (PLS #13901)
- 5) ○ FOUND #4 REBAR
- 6) □ FOUND #4 REBAR & CAP (PLS #4946) UNLESS SHOWN OTHERWISE.
- 7) ⊕ FOUND #5 REBAR
- 8) 4 LOTS - 23.320 AC. - 100K
- 9) DATE OF SURVEY - SEPTEMBER 10 PRESENT, 2024
- 10) BASES OF BEARING - S00°03'28"W BETWEEN CORNER NO. 2 OF H.E. NO. 515 AND THE N.W. CORNER OF THE PROPERTY, BETWEEN MONUMENTS AS SHOWN ON PLAT.
- 11) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH FOR OWNERSHIP, RIGHT-OF-WAYS OR EASEMENTS OF RECORD, FOR OWNERSHIP, RIGHT-OF-WAYS AND EASEMENTS OF RECORD. BAKER & ASSOCIATES RELIED UPON WESTCOOR TITLE INSURANCE COMPANY FILE NO. 71030EN.



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

Lloyd W. Powers, PLS  
 Colorado Reg. No. 13901

NOTES: According to Colorado law, all monuments used in a survey shall be permanent and shall be of such material and of such size and shape as to be clearly visible and permanent. The word "set" or "established" as used herein is understood to mean that the monument was placed by the surveyor or under his direct supervision, and that it is of such material and of such size and shape as to be clearly visible and permanent.



**DEDICATION**

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

Situated in the County of Moffat, State of Colorado:  
 A tract or parcel of land located in H.E. No. 515, being a portion of Lot 11 of Section 29, and a portion of Lot 2 of Section 32, ALL in Township 7 North, Range 95 West of the 6th P.M., Colorado, and being more particularly described as follows:

Beginning at a point on the West line of said Lot 11, Section 29, which is S00°03'28"W, 1458.25 feet from Corner No. 2 of said H.E. No. 515;  
 thence N88°19'21"W, 130.85 feet;  
 thence S02°24'00"E, 155.25 feet;  
 thence N88°19'21"W, 130.85 feet;  
 thence S02°15'17"E, 1082.82 feet to a point on the South line of Lot 2, Section 32, T7N-R95W, thence S89°43'44"W, a distance of 820.09 feet, more or less, to the Southwest Corner of said Lot 2 of Section 32, T7N-R95W, thence N00°02'00"W, along the West line of said Lot 2 of Section 32, and along the West line of Lot 11 of Section 29 to the Point-of-Beginning.

Containing 23.320 acres more or less, under the name and style of NORTH MAYBELL MINOR SUBDIVISION, and by these presents, do hereby dedicate to the public all streets, easements, and other public places shown hereon and not already otherwise dedicated for public use.

ANTHONY RANDALL P.O. BOX 95 MAYBELL, CO 81640 (970) 734-4053	CASEY JOE HEROD P.O. BOX 65 MAYBELL, CO 81640 (970) 734-4053	PAUL E. GOODY II P.O. BOX 65 MAYBELL, CO 81640 (970) 734-4053
---	---	--

**NOTARIAL CERTIFICATE**

STATE OF COLORADO } SS  
 COUNTY OF MOFFAT }  
 The above and foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_ by Anthony Randall, Casey Joe Herod and Paul E. Goody II.

Witness my hand and seal \_\_\_\_\_  
 NOTARY PUBLIC

My commission expires \_\_\_\_\_

**COUNTY COMMISSIONER'S APPROVAL**

THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONER'S THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

BY: \_\_\_\_\_  
 CHAIRMAN

ATTEST: \_\_\_\_\_  
 COUNTY CLERK

**PLANNING COMMISSION APPROVAL**

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CHAIRMAN \_\_\_\_\_

**CLERK & RECORDER'S CERTIFICATE**

State of Colorado } SS  
 County of Moffat }  
 I hereby certify that the original of this instrument was filed for record in my office of \_\_\_\_\_ o'clock, \_\_\_\_\_ M. this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_.  
 Reception No. \_\_\_\_\_

Moffat County Clerk & Recorder  
 By \_\_\_\_\_

BAKER & ASSOCIATES  
 1780 W. VICTORY WAY  
 CRAIG, CO 81625





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

File # S- 25-01  
 Sketch/Prelim: \$300  
 Date Paid 12/30/2024  
 Final: \$250  
 Date Paid 12/30/2024

**MINOR SUBDIVISION APPLICATION**

Application Date: 12/19/24 Subdivision Name: NORTH MAYBELL MINOR SUBDIVISION  
 Section: 29/32 Township T7N Range 95W General Description of Location: 6th P.M. MOFFAT  
COUNTY / APPROX 1/8 MILE NORTH OF MAYBELL ON COUNTY RD 19 / 32 OF RD 19  
 Total Acreage: 23.320 Proposed Number of Lots: 4 Zoning: \_\_\_\_\_  
 Owner(s) Name: ATTACHED Phone #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Address: \_\_\_\_\_  
 Subdivider(s) Name: PAUL GOWDY Phone #: 970-734-4053  
 Email Address: GOWDYPAUL@YAHOO.COM  
 Address: PO BOX 65 MAYBELL CO 81640

Registered Surveyor: LOYD POWERS Phone #: 970-824-3435  
 Address: 1790 W VICTORY WAY CRAIG CO 81625

Estimated Water Requirement: \_\_\_\_\_ gallons/day Proposed Water Source(s): WELL'S  
 Estimated Sewage Disposal Requirement: 1350 gallons/day  
 Proposed Means of Sewage Disposal: TOWN OF MAYBELL / MAYBELL SANITATION

Type of Subdivision:	Dwelling Units	Area (Acres)	% of Total Acres
<input checked="" type="checkbox"/> Single	<u>4</u>	<u>5.83 AC</u>	<u>25%</u>
<input type="checkbox"/> Commercial	_____	_____	_____
<input type="checkbox"/> Mobile Homes	_____	_____	_____
<input type="checkbox"/> Other	_____	_____	_____
Street	_____	_____	_____
Walkways	_____	_____	_____
Other	_____	_____	_____
Total	_____	_____	_____

**Submitting Application**

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

*Food made motion to Approve, Marty Seider.*

**Signature of Owner or Applicant**

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

**ACTION**

**Sketch/Preliminary Plat**

*\** Planning Department Recommendation:    Approved ()    Disapproved (  )

Comments:

*no stipulations - will get corrected final Plat.*

*Shawana Ferrell*  
Chairman, Planning Commission

*2-4-2005*  
Date

Board of County Commissioners:    Approved (  )    Disapproved (  )

Comments:

\_\_\_\_\_  
Chairman, County Commissioners

\_\_\_\_\_  
Date

**Final Plat**

Planning Department Recommendation:    Approved (  )    Disapproved (  )

Comments:

\_\_\_\_\_  
Chairman, Planning Commission

\_\_\_\_\_  
Date

Board of County Commissioners:    Approved (  )    Disapproved (  )

Comments:

\_\_\_\_\_  
\_\_\_\_\_

Moffat County Planning Commission

February 4<sup>th</sup> 2025

Application: E-25-01

Applicant: Jesus Ortega

Description: Exemption of 15 acres from 35 acres

Regulation Reference: Section 2.011 – Procedure for exemption from subdivision regulations

Location: Sections 10 and 11, T7N; R90W

Access: Hwy 13 to CR18S to CR 20East Johnson Loop to Johnson View court

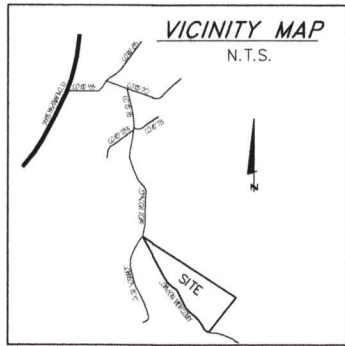
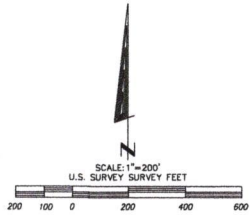
Staff Comments: This was originally a 35 acre parcel and 15 acres will be exempted off as part of the dividing the property to sell smaller parcel. There are no previous exemptions on this parcel.

Attachments: Copy of application and plat

Results- Board voted unanimously to recommend approval of this exemption application. No concerns or stipulations

# ORTEGA EXEMPTION PLAT

SECTIONS 10 & 11 T7N, R90W of the 6th P.M., MOFFAT COUNTY, COLORADO



**NOTES:**

- 1) WATER SUPPLY: WELL OR CISTERN
- 2) SEWAGE DISPOSAL: SEPTIC TANK & LEACH FIELD
- 3) ZONING: AGRICULTURE
- 4) □ SET #4 REBAR & 1.5" RED PLASTIC CAP (PLS#13901) 3" OUT OF GROUND
- 5) ○ FOUND #4 REBAR & PLASTIC CAP (PLS#13901) UNLESS SHOWN OTHERWISE.
- 6) ● SET #4 REBAR & 1.5" RED PLASTIC CAP (PLS#13901) - 60" WITNESS CORNER
- 7) 4 LOTS - 35,000± AC. - 100%
- 8) DATE OF SURVEY - MAY-PRESENT, 2024
- 9) BASIS OF BEARING - S57°14'42"E ALONG THE NORTH LINE OF LOT 11 OF MIGRATION ACRES II BETWEEN MONUMENTS AS SHOWN ON PLAT.
- 10) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH FOR OWNERSHIP, RIGHT-OF-WAYS OR EASEMENTS OF RECORD, FOR OWNERSHIP, RIGHT-OF-WAYS AND EASEMENTS OF RECORD, POWERS ENTERPRISES, INC. RELIED UPON THE CLIENT AND THE PLAT OF MIGRATION ACRES FILING II.

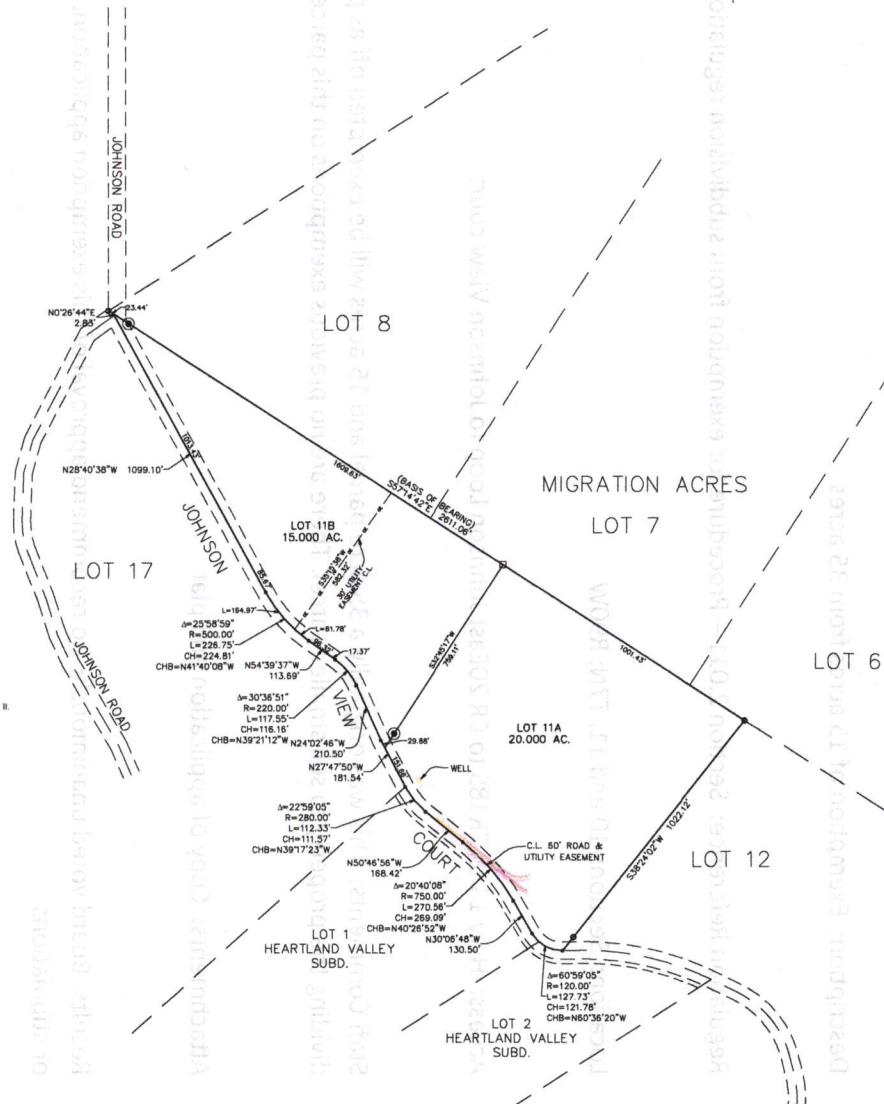
**SURVEYOR'S CERTIFICATE**

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

Lloyd W. Powers, PLS  
Colorado Reg. No. 13901

NOTICE: According to Colorado law you must maintain a copy of this plat on hand for a period of 10 years from the date of the plat. It is the responsibility of the surveyor to maintain a copy of this plat on hand for a period of 10 years from the date of the plat. It is the responsibility of the surveyor to maintain a copy of this plat on hand for a period of 10 years from the date of the plat.

NOTE: The word "survey" or "certification" as used herein is intended to be an assurance of professional opinion by the surveyor based upon his best knowledge, information and belief. It shall not constitute a guarantee, nor warranty, expressed or implied.



**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner thereof has laid out, platted and subdivided as shown on this plat the land described as follows: A parcel of land in Sections 10 and 11, all in T7N, R90W of the 6th P.M., Moffat County, Colorado, and being more particularly described as follows:

Lot 11 of Migration Acres II according to the Plat thereof recorded on October 6, 1998 at Reception No. 1998-4458.

Containing 35,000 acres more or less. Under the name and style of "ORTEGA EXEMPTION PLAT" and by these presents do hereby dedicate to the public all road easements along Johnson View Court as shown on the plat, along with utility easements shown hereon, and further dedicates to the public the right to install utilities within these easements.

NOTICE: No county or municipality has accepted the dedicated easements for any purpose and therefore the further construction and maintenance (including snowplowing) of such easements is not the responsibility of any county or municipality.

JESUS J. ORTEGA  
252 JOHNSON VIEW COURT  
CRAIG, CO 81628

**NOTARIAL CERTIFICATE**

STATE OF COLORADO )  
COUNTY OF MOFFAT ) SS  
The above and foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_\_\_ By Jesus J. Ortega.

Witness my hand and seal  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_

**COUNTY COMMISSIONER'S APPROVAL**

THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONER'S THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_\_\_

BY: \_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
COUNTY CLERK

**PLANNING COMMISSION APPROVAL**

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_\_\_

CHAIRMAN

**CLERK & RECORDER'S CERTIFICATE**

State of Colorado )  
County of Moffat ) SS  
I hereby certify that the original of this instrument was filed for record in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M. this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_\_\_  
Reception No. \_\_\_\_\_

Moffat County Clerk & Recorder

POWERS ENTERPRISES, INC.  
1760 W. VICTORY WAY  
CRAIG, CO 81625





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

No. # E- 25-01  
Fee: \$200.00  
Date Paid \_\_\_\_\_

APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS

Owner: Jesus J. Ortega Phone #: 970-846-0164  
Email address: jjooc1978@gmail.com  
Address: 252 Johnson View court  
Buyer: Gaudencio Cano Silva Phone #: 970-216-5059  
Address: 2210 West 3rd st. Craig CO. 81626  
Agent, (if any): \_\_\_\_\_ Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_

Acreage:

Existing parcel 20.00 + 15.00 Zone: Agriculture Proposed parcel(s): 35.000

Legal Description (existing parcel) – Section 10411 Township 7N Range 90W

Driving Directions:

North out of Craig to CR 185 turn on CR 20 to CR 78 to Johnson Road to Johnson View court (start of Property on the left)

Proposed Use:

1 Existing Residence & Build Another Residence

Provide the following attachments:

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

**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.

**Application for Exemption from Subdivision Regulations**

Under State and County Subdivision Regulations, the division of property containing 35 or more acres into parcels containing less than 35 acres may be accomplished by obtaining approval of an Exemption from Subdivision Regulations, if no more than two parcels will result from the division. If a resulting under 35 acre parcel is contiguous to property under the same ownership, the two properties may merge and, if they form a parcel over 35 acres, an exemption is not needed.

It is required that the applicant, landowner, or agent attend the Planning Commission meeting and recommended that they attend the Board of County Commissioners meeting.

After Planning Commission review, legal notices are sent by the County to the affected property owners at least 15 days prior to consideration by the Board of County Commissioners.

The below signed hereby authorizes the Planning Director to conduct an on-site inspection of the property described to make an informed evaluation of the proposed Exemption.

Applicant Signature: James [Signature] Date: 01/09/2025

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

crtega - Megan moved to approve, Marty and passes 3-0

**PLANNING COMMISSION ACTION:**

- ( ) Tabled
- ( ) Denied, pursuant to the following findings:
- (X) Approved, pursuant to the following findings:  
no stipulations

Shawana Ferrell  
Chairman, Planning Commission

2-4-2005  
Date

**BOARD OF COUNTY COMMISSIONERS ACTION:**

- ( ) Tabled
- ( ) Denied, Pursuant to the following findings:
- ( ) Approved, pursuant to the following findings:

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Date

Moffat County Planning Commission

February 4<sup>th</sup> 2025

Application: S-25-02

Applicant: Taanna Georgiou (and Thomas Penner)

Description: Replat

Regulation Reference: Section 7.020 – Re-subdivision procedures

Location: Sec 14 and 15, T7N R90W

Access: HWY 13 N to CR 18S to CR 20 to East Johnson loop to Johnson Road

Staff Comments: This is a replat of lots currently owned by Thomas Penner and Taanna Georgiou.

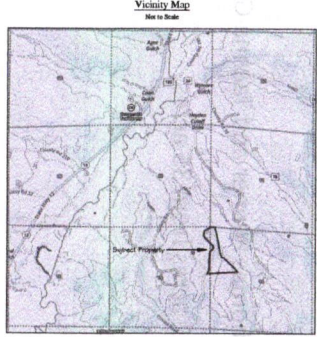
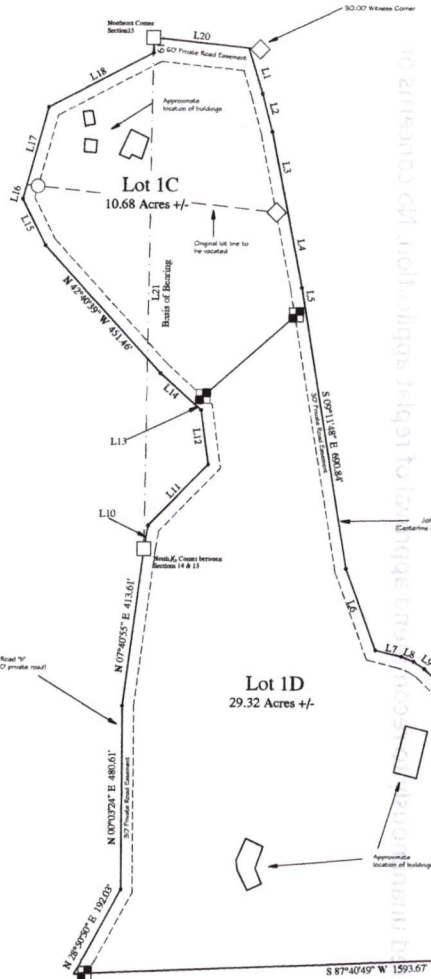
Lot 1C will become 10.68 acres from 5 acres and Lot 1 D 29.32 acres from 35 acres

Attachments: Copy of application and plat.

Results: Board voted unanimously to recommend approval of replat application. No concerns or stipulations.



# Preliminary Plat of Replat #1 of Tall T Ranch Exemption Plat No. 1, located in Sections 14 and 15, Township 7 North, Range 90 West of the 6th P.M., City of Craig, Moffat County Colorado



### Owner Certificate

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

Lot 1A and 1B of Tall T Ranch Exemption Plat No. 1, according to the field plat thereof, recorded on the 17th day of October, 2004 at mapbook #2004L123, containing 40.00 acre more or less.

Under the name and style of Replat #1 of Tall T Ranch Exemption Plat No. 1, and by these presents, do hereby declare to the public all corners, easements, and other public places shown hereon and set clearly and plainly indicated for public use.

By: Thomas R. Fraser  
 P.O. Box 190  
 Craig, CO 81626

By: Johnnie K. Fraser  
 P.O. Box 190  
 Craig, CO 81626

By: Thomas R. Fraser  
 1119 Stevens Road  
 Craig, CO 81626

### Notarial Certificate

State of Colorado )  
 County of Moffat )

The above and foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

by \_\_\_\_\_

Wherein my hand and official seal.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### Notarial Certificate

State of Colorado )  
 County of Moffat )

The above and foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

by \_\_\_\_\_

Wherein my hand and official seal.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### Notarial Certificate

State of Colorado )  
 County of Moffat )

The above and foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

by \_\_\_\_\_

Wherein my hand and official seal.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### Mortgage Certificate

Bank Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

By \_\_\_\_\_

at \_\_\_\_\_

### Mortgage Certificate

Bank Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

By \_\_\_\_\_

at \_\_\_\_\_

### Notarial Certificate

State of Colorado )  
 County of Moffat )

The above and foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

by \_\_\_\_\_

Wherein my hand and official seal.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### Notarial Certificate

State of Colorado )  
 County of Moffat )

The above and foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

by \_\_\_\_\_

Wherein my hand and official seal.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Original Lots	New Lots	
	Lot Number	Area +/-
1A	1C	10.68
1B	1D	29.32
<b>Total</b>		<b>40.00</b>

### Surveyor's Certificate

I, Michael Fraser, a duly registered Professional Land Surveyor in the State of Colorado do hereby certify that the survey represented by this drawing was done by me or under my direct supervision and is a certificate with the appropriate conditions of practice and is accurate based upon my knowledge, information and belief.

Michael Fraser Colorado P.L.S. No. 36494

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

### Notes

- This survey was prepared without the benefit of a recent Title Policy. The stated dimensions which is referenced herein is the result of a survey performed by this surveyor and is not necessarily complete or accurate.
- This survey does not constitute a Title Search by this surveyor and described herein is a description of the land.
- Completeness of this description with those of adjacent owners.
- Right of way, easements and encumbrances of record affecting this tract of land.
- Dimensions are based on the designated line as shown on this drawing which is considered to have 0.00' tolerance.
- Minimum of the corner of intersection of land line on or through this plan.
- The land surveyor has the authority to determine the location of the line as shown on this plan.
- The "true" bearing or "true" distance is not to be used for any additional or extended purpose beyond that for which it was intended and may not be used by any person other than those to which it is certified.
- The "true" bearing or "true" distance is not to be used for any additional or extended purpose beyond that for which it was intended and may not be used by any person other than those to which it is certified.
- Measurements along Johnson Road and Johnson Road B were not set as they were not set when the original subdivision was created, due to being to the outside of the road.

### Planning Commission Approval

Approved by the Moffat County Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
 Chairman

### County Commissioner's Approval

The above definition and plan is hereby approved and accepted by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
 Chairman

Attest: \_\_\_\_\_  
 County Clerk

### Clerk & Recorder's Certificate

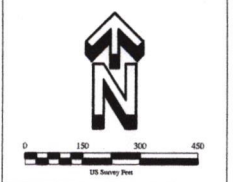
This Plan was deposited for record in the office of the Moffat County Clerk & Recorder, in the State of Colorado.

on \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
 Clerk & Recorder

EPP & ASSOCIATES  
 PROFESSIONAL LAND SURVEYORS

433 4th Avenue West  
 P.O. Box 1444 Phone (970) 834-8236  
 Craig, CO 81626 Fax (970) 834-8227



### Explanation

- Found 2.5" alloy cap on No. 6 rebar by PLS 13901
- Found No. 4 rebar
- ◇ Found No. 4 rebar with orange plastic cap by PLS 13901
- Calculated Position. No monument found or set
- 30.00' witness corner. Set 2" alloy cap on 18" No. 5 rebar by PLS 38494.

Replat #1  
 of Tall T Ranch  
 Exemption Plat No. 1

# Preliminary Plat

Section:	14 & 15
Township:	7N
Range:	90W
Principal Meridian:	6th
County:	Moffat

Scale:	1" = 150'	Sheet	<b>1</b>
Job No:	2024-156-01		
Drawn By:	MF		
Date:	16Dec24	of	



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

No. # S- 2502  
Fee: \$100.00  
Date Paid 12/30/24

### APPLICATION FOR REPLAT

Owner: Taanna Raquel Georgiou Phone #: 970 629 3835  
Email address: taannataylor@gmail.com  
Address: 3319 Johnson Rd Craig CO 81625  
Applicant: TOM & DEBBY PENNER Phone #: 970 620 6843  
Address: P.O. BOX 390 CRAIG CO. 81626  
Surveyor: MIKE FRANK Phone #: 970 620 1569  
Address: EPP & ASSOC CRAIG COLORADO  
Legal Description of property: Section 14/15 Township 7N Range R90W Subdivision Tall Tr Ranch #1  
Lots to be replated: LOT 1 and Lot 1A ↳ R.90W  
Describe reason for request:  
Selling of property to add additional acreage to Lot 1A

#### Provide the following attachments:

- Mylar Land Survey Plat and 3 copies drawn by a licensed surveyor showing the legal description and acreage of the total property and the proposed changes.
- Copy of the deed, verifying proof of ownership.
- Names and mailing addresses of adjacent property owners, together with a map showing location of subject property and the property owned by the adjacent owners.

#### 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.

Applicant Signature: [Signature] Date: 11/15/24

Toanna Georgiou / Thomas Penner - Rena moved to approve  
marty Second passes  
3-0

**ACTION**

**Planning Department Recommendation:** Approved  Disapproved ( )

\* Comments:

no stipulations

Shawana Ferrell  
Chairman, Planning Commission

2-4-2025  
Date

**Board of County Commissioners:** Approved ( ) Disapproved ( )

Comments:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, County Commissioners

\_\_\_\_\_  
Date



## MOFFAT COUNTY ROAD DEPARTMENT

---

2/4/2025

We received 1 qualified bid for cattle guard iron this year.

Craig Steel had a total bid of \$28,238.40

Our total steel budget which covers cattle guard iron and miscellaneous steel needs throughout the year is \$50,000.

I recommend accepting the bid from Craig Steel of \$28238.40

Thank you,

Dan Miller

Director, Moffat County Road Department





# MOFFAT COUNTY ROAD DEPARTMENT

---

2/6/2025

2025 Mag Chloride Bid Recommendation

Bid Results

GMCO , Rifle Colorado

\$1.15 per gallon

Desert Mountain Corporation, Durango Colorado No Bid – They said they could not meet criteria.

We received one bid for our mag chloride project. Our budget is \$500,000 for 2025.

GMCO out of Rifle bid \$1.15 per gallon. This will necessitate reducing our total Mag Chloride application by 65,218 gallons compared to last year. This equates to approximately 15.4 miles we will have to cut from the program. (We cut County Road 7 last year due to a price increase.) We will look at options for roads or sections of roads that we can eliminate to meet the budget shortfall.

To maintain the coverage from last year we would need a budget increase of \$75,000.00

I recommend awarding the 2025 Mag Chloride bid to GMCO for \$1.15 per gallon.

Thank you,

Dan Miller

Director, Moffat County Road Department

**MOFFAT COUNTY ROAD DEPARTMENT**  
**Dump Box – 2025**  
**Bid Results**

Industrial Welding & Supply - FOB Sterling, CO (Installed)	\$ 35,360.00
Holman	\$ 75,827.80

After opening bids for an elliptical dump box and making necessary comparisons, the Road Dept. would recommend awarding the bid to Industrial Welding Supply of Sterling, CO. For the amount of \$35,360.00 installed.

Thank You,  
Moffat County Road Dept.