

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625

(970) 824-5517

(970) 824-9191 fax

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

Tuesday, February 2, 2021

8:30 am Pledge of Allegiance

**Call to order by the Chairman**

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

Approve minutes:

- a) January 19 (pgs 3-6)
- b) Board of Public Health: January 18 (pgs 7 & 8)
- c) 2021-11: Resolution for Transfer of Payroll Warrants (pg 9)
- d) 2021-12: Resolution for Payment of Warrants (pg 10)
- e) 2021-13: Advance from General Fund to All Crimes Enforcement Team Fund (pgs 12 & 13)
- f) New Courthouse Fire Alarm Monitoring contract (pgs 14-18)
- g) Solid Mineral Lease #102782 - Lease Term Extension Rider (pg 19)
- h) Letter of Support for Melody Villard to assume seat on Just Transition Board (pg 20)
- i) Letter of Support for reappointment of Marie Haskett to the CO Wildlife Commission (pg 21)
- j) Memo of Understanding between Moffat County BOCC & Department of Human Services (pgs 22 & 23)
- k) New Courthouse Architectural Services contract w/Traenor HL (pgs 24-26)
- l) Liquor License "Report of Changes" application for Yampa Valley Bar & Grill (pgs 27-41)

**Public Comment, General Discussion:**

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

**BOCC :**

- General Discussion
- 1) Discuss Craig Urban Renewal Board seat (pgs 42-44)
- 2) Announce appointments to Maybell Community Board (pgs 45-47)



## Staff Reports:

- 3) Road & Bridge Department – Dan Miller
  - Cattle Guard Iron bid recommendation (pg 48)

## Presentations:

- 4) Colorado First Conservation District – Kacey Green
  - Letter of Support for Colorado First Conservation District grant application (pg 49)
  - Program update

## Adjournment

The next scheduled BOCC meeting will be Tuesday, February 16, 2021 - 8:30 am

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

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

Moffat County's YouTube link to view meeting:

<https://youtu.be/49PWFu7aD4c>

OR

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



9:51 AM 2/1/2021

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

January 19, 2021

**In attendance:** Donald Broom, Chair; Tony Bohrer, Board Member ; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Josh Carney ; Jeff Comstock; Rebecca Tyree; Roy Tipton; Dimitar Tzerovski; Dan Miller; Jerry Hoberg; Jayne Morley; Allison Cutler; Lois Wymore; Lennie Gillam; Lloyd Powers

**Call to Order**  
**Pledge of Allegiance/Moment of Silence**

Commissioner Broom called the meeting to order

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

**Consent Agenda -**

Review & Sign the following documents: (see attached)

Approve minutes:

- a) January 5 & 11
- b) 2021-06: Advance from General Fund to Sunset Meadows II Fund
- c) 2021-07: Resolution for Payment of Warrants
- d) 2021-08: Resolution for Transfer of Payroll Warrants
- e) 2021-09: Appointment of Budget Officer
- f) 2021-10: Transfer of Intergovernment Funds for the month of January
- g) 2020-119: Payback of Advance from General Fund to Conservation Trust Fund
- h) Tri-State/Road & Bridge Department Purchase Order contract for 2021 Landfill Fees
- i) Treasurer Reports
- j) Department of Human Services Electronic Transactions for November
- k) Letter of Support for Maybell Diversion Head Gate Project
- l) Master Contract for Medical Director for the EMS Program
- m) DHS "Work Number" Memo of Understanding

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

**Public Comments & General Discussion:**

Jayne Morley asked if the Veteran's Memorial in front of the Courthouse would be moved to the new location and if so, what the timeline of the move was so the volunteers could coordinate planting of the flowers with that. Roy Tipton answered that, at this time, we are shooting for fall of 2022.

Lois Wymore congratulated the two new Commissioners on taking office. She also reminded them that they are representing all the citizens of Moffat County and their personal agendas need to go in the back seat. She also asked for the Commissioners for their impressions of what happened at the US Capitol on January 6<sup>th</sup>. The Commissioners told Lois they didn't feel it was appropriate to talk about that during Public Comment, but would be happy to talk to her after the meeting.

BOCC:

- **Change of Officers**

Villard made a motion to appoint Donald Broom as Chair of the BOCC for 2021. Bohrer seconded the motion. Motion carried 3-0. Villard moved that Tony Bohrer be appointed as vice-chair of the BOCC for 2021. Broom seconded the motion. Motion carried 3-0.

- **Ex-Officio seats (see attached)**

A workshop was held last week among the commissioners to discuss and distribute the various boards and committees responsibilities. The information will be available on the County website.

- **Volunteer Board seat selections (see attached)**

The appointments for each board were read and voted on unanimously. There were five boards that did not get any applicants, and we will continue to search for volunteers for those boards.

Staff Reports.

**Road & Bridge Department – Dan Miller**

- Monthly Report:

1. Crusher – We are at the Smith pit crushing. The foreman has been out for 2 months sick so the construction foreman has been filling in.
2. The truck crew finished graveling the east end of CR 17. They are hauling from the Limestone pit to CR 21 and graveling from the CR 19 intersection north.
3. The grader crew put wings on the motor graders and have been plowing as needed. In December we spent 233 hours plowing non county roads and parking lots including the courthouse, the new courthouse, airport, senior citizen driveways, Sunset Meadows, the library, the Hamilton post office and the safety center. We also trade some plow routes with Routt County and Carbon County to avoid travel time. We plow the west 22 miles of state highway 318 in Browns Park, 317 towards the airport and 394 out of Hamilton. We get reimbursed from the state for this.
4. The bridge / mag crew has been plowing and sanding as needed. We have a small sander ordered that will fit in the back of a pickup plow truck to sand aprons and parking lots. The bridge crew and the grader crew replaced a culvert on cr 11. December isn't the ideal time of year to replace a culvert but we had to wait for traffic to ease up since we had to close the road to do the work.
5. The construction crew has been subbing in on plow routes as needed and they have also been filling in at the crusher.
6. Landfill – Things are going smoothly at the landfill. We are getting a little demo from the old hospital. We will get more once the asbestos is mitigated.
7. The office staff has been training on the new computer system. The transition is going smoothly.

## Office of Development Services – Roy Tipton

- Final Settlement letter to Ducey Electric for Loudy-Simpson Park project (see attached) Tipton presented the final settlement letter to Ducey Electric for the Loudy-Simpson Park upgrade project. A legal ad was published in the paper and got no response. The final settlement was for \$6,495 (including retainage).

Villard moved to approve the Final Settlement letter to Ducey Electric for Loudy-Simpson Park project for \$6,495. Bohrer seconded the motion. Motion carried 3-0.

- Design Services contract w/Traenor for new Courthouse (see attached)

Tipton explained the process that the County has gone through to get to this point. Total amount appropriated for this portion of the project is \$960,000, (based on anticipated work and square footage) but will be “chipped away” at in three phases. Bohrer asked about what we would do about items that were not provided (landscape design, etc); would we do it in-house? Tipton replied that Traenor would do that, but because we don’t have a defined scope yet, and we will be meeting with the City the first part of February to see what their requirements are to keep it minimal, to keep costs down.

Bohrer moved to approve the Design Services contract w/Traenor for new Courthouse for \$336,000 (first phase - with \$134,000 grant from Underfunded Courthouses). Villard seconded the motion. Motion carried 3-0.

- Bond Attorney contract (see attached)

At the January 5, 2021 meeting, it was voted on to contract with Stifel, Nicolaus & Company to administer the bonds for the new Courthouse project; as part of that process, we also need a bond attorney involved. We did not go out for bid, as we have worked with this attorney before, which saves us money.

Villard moved to waive the bid process for Bond Attorney. Bohrer seconded the motion. Motion carried 3-0.

Villard moved to award the Bond Attorney contract for \$70,000 to Butler & Snow. Bohrer seconded the motion. Motion carried 3-0.

## Public Hearing:

9:00 am:

### Planning & Zoning – Jerry Hoberg (see attached)

- S-21-01: Resubdivision of Lots 874 & 875 in Wilderness Ranch
- E-21-01: Forbes Exemption

Broom read the Public Hearing protocol.

The Planning Commission did not have a quorum; there was some discussion regarding the role that the Planning Commission plays in this process and trying to recruit enough members to complete this board.

**S-21-01- Resubdivision of Lots 874 & 875 in Wilderness Ranch:**

Hoberg presented the sketch/prelim information and explained that he would be back at the February 2 meeting for final approval. The owners have a cabin on Lot 874 and a pond on Lot 875; the owner wants to have the pond on the same lot as the cabin, and will then eventually sell the remaining lot.

There was no audience testimony either for or against.

Back in regular session, Villard moved to approve the sketch/prelim portion of the **S-21-01- Resubdivision of Lots 874 & 875 in Wilderness Ranch**. Bohrer seconded the motion. Motion carried 3-0.

**E-21-01 - Forbes Exemption:**

Hoberg presented information regarding property exemption in the County. The Forbes family is requesting this one time exemption for estate planning purposes.

There was no audience testimony either for or against.

Back in regular session, Bohrer moved to approve **E-21-01- Forbes Exemption**. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:13 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

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

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

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

January 18, 2021

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller; Rebecca Tyree; Dr. Allan Reishus; (ZOOM) Kari Ladrow; Olivia Scheele

Call to Order – 10:30 am

Commissioner Broom called the meeting to order.

**Agenda Items – Topic:**

1. Public Health Policy Manual Review – PH Resolution 2021-01 (see attached)

Kari explained that because the Public Health Department was so new to Moffat County, that it was necessary to put together a policy manual. The most pressing need is a policy regarding Anaphylaxis in relation to vaccinations. Commissioner Villard questioned if all of the policies (60) were necessary to adopt today, because she feels like they have not had enough time to review them. Those will be approved at a later date. The Commissioners also requested that all of the policies be signed off by Dr. Reishus prior to their approval.

Villard moved to approve PH Resolution 2021-01 regarding Medical Emergency & Medication Policy. Bohrer seconded the motion. Motion carried 3-0.

2. Electronic Medical Record Services for Public Health Department (see attached)

Kari explained that again, being so new to the Public Health Department scene, it would be more conducive to get signed up with an Electronic Medical Record Services program through the CDPHE. There will be a workshop later in the week to discuss this more at length and examine the economic aspects of the service.

**General Discussion:**

Broom asked Kari if she had any COVID numbers information updates and how the vaccination program was going.

Kari commented that they are receiving fewer vaccine allotments from the State (100 doses out of 79,000 - statewide) that were promised. Public Health had a strategy meeting this morning to figure out the best way to proceed; the 70+ population will be concentrated on. Olivia said she would email the BOCC weekly with statistical updates.

Meeting adjourned at 10:52 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

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

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

**RESOLUTION 2021-11  
PAYMENT OF PAYROLL WARRANTS  
PAYROLL ENDING 1/23/2021**

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

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

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

**2/1/2021**

**FROM FUND:**

General	0010.7000	<u>\$171,428.81</u> cr
Road & Bridge	0020.7000	<u>\$110,082.95</u> cr
Landfill	0070.7000	<u>\$8,777.68</u> cr
Airport	0120.7000	<u>\$1,473.41</u> cr
Library	0130.7001	<u>\$7,226.09</u> cr
Maybell WWTF	0280.7000	<u>\$0.00</u> cr
Health & Welfare	0080.7000	<u>\$0.00</u> cr
Senior Citizens	0170.7000	<u>\$4,510.01</u> cr
Mo Co Tourism	0320.7000	<u>\$2,242.81</u> cr
PSC Jail	0072.7000	<u>\$51,279.87</u> cr
Human Services	0030.7100	<u>\$47,394.59</u> cr
Public Health	0065.7000	<u>\$12,756.67</u> cr
SM I	0168.7000	<u>\$2,397.07</u> cr
SM II	0169.7000	<u>\$2,784.01</u> cr

**TO FUND:**

Warrant	0100.1000	<u>\$422,353.97</u> dr
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Adopted this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2021

\_\_\_\_\_  
Chairman

STATE OF COLORADO )

)ss.

COUNTY OF MOFFAT )

RESOLUTION 2021-12  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF FEBRUARY 2021

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

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

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

FROM FUND:	Check Date:	2/2/2021
General	110	\$101,683.82 CR 0010.7000
Road & Bridge	200	\$375,496.82 CR 0020.7000
Landfill	240	\$42,437.88 CR 0070.7000
Airport	260	\$892.56 CR 0120.7000
Emergency 911	270	\$912.76 CR 0350.7000
Capital Projects	510	\$5,120.00 CR 0160.7000
Conservation Trust	211	CR 0060.7000
Library	212	\$5,921.65 CR 0130.7001
Maybell Sanitation	610	\$16.63 CR 0280.7000
Health & Welfare	720	\$151,451.25 CR 0080.7000
Senior Citizens	215	\$755.27 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	\$206.81 CR 0320.7000
PSC - JAIL	210	\$6,896.93 CR 0072.7000
Human Sevices	220	\$6,462.45 CR 0030.7100
Public Health	250	\$2,327.27 CR 0065.7000
Sunset Meadows I	910	\$861.22 CR 0168.7000
Sunset Meadows I Security	910	CR 0167.7000
Sunset Meadows II	920	\$4,614.11 CR 0169.7000
Sunset Meadows II Security	920	CR 0171.7000
Museum	229	CR 0310.7000
ACET	275	CR 0310.7000
Shadow Mountain LID	530	\$39.00 CR 0110.7000
MC Local Marketing District	231	\$7,658.40 CR 0050.7000
To Fund Warrant		\$713,754.83 DR

Adopted this \_\_\_\_\_ day of \_\_\_\_\_

2021

**Resolution 2021-13**  
**Advance from General Fund to All Crimes Enforcement Team Fund**

WHEREAS, the All Crimes Enforcement Team Fund (ACET) was created through resolution 2020-125, adopted on December 8<sup>th</sup>, 2020, recognizing the County of Moffat as fiscal agent;

WHEREAS, the City of Craig is the fiscal agent for ACET through the end of 2020 where the current balance of the ACET Fund resides until all 2020 transactions are closed out;

WHEREAS, the ACET Fund balance being held for transfer from the City of Craig is sufficient to cover an advance to the ACET Fund from the General Fund;

WHEREAS, the Board of County Commissioners of the County of Moffat has determined that the General Fund should advance \$87,120 to the ACET Fund until reimbursement is received;

WHEREAS, this advance will be paid back to the General Fund from the ACET Fund by December 31, 2021. This is not a budgetary transfer since it does not increase or decrease the original appropriation to either fund.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that the General Fund will advance \$87,120 to the ACET Fund to be repaid to the General Fund by December 31, 2021.

Adopted this 2nd day of February 2021.

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Donald Broom  
Chairman, Board of County Commissioners

State of Colorado)  
    )§  
County of Moffat)

I, Tammy Raschke, 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 2nd day of February 2021.

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(Deputy) Clerk and Ex-officio to  
County Commissioners, Moffat County

**RESOLUTION 2020-125**  
**ESTABLISHING ALL CRIMES ENFORCEMENT TEAM FUND**

WHEREAS, the Executive Board of the All Crimes Enforcement Team (“ACET”), is a multi-agency task force which targets the illegal possession and distribution of controlled substances and other crimes associated with those activities in Routt County, Moffat County, and in municipalities in those counties, led by an Executive Board (“Board”) which includes the Moffat County Sheriff, the Routt County Sheriff, and Chiefs of Police for the Craig Police Department and the Steamboat Springs Police Department. The Board also has two Advisory Board Members, which are the District Attorney for the 14<sup>th</sup> Judicial District, and the Chief of Police for Hayden. On November 24, 2020, the Board met and decided to transfer its fiscal agent from the City of Craig to Moffat County; and

WHEREAS, the Local Government Budget Law of Colorado (C.R.S. §29-1-101, *et. seq.*) requires each local government to adopt an annual budget, and the annual budget is to present a complete financial plan by fund and by spending agency within each fund for the budget year. Thus, the Board of County Commissioners of the County of Moffat recognizes, as fiscal agent for ACET, the need to create an ACET Fund to account for such revenue and expenditure transactions that may occur.

NOW, THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and is hereby authorized and directed to establish the All Crimes Enforcement Team Fund, Effective December 8<sup>th</sup>, 2020.

APPROVED this 8<sup>th</sup> day of December 2020.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

  
Ray Beck  
Chair, Board of County Commissioners

STATE OF COLORADO      )  
                                  )ss.  
COUNTY OF MOFFAT      )

I, Erin Miller, 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 8<sup>th</sup> day of December 2020.



  
Erin Miller

Erin Miller, Deputy Clerk and Ex-officio to County  
Commissioners, Moffat County, State of Colorado

CITY OF CRAIG 2021 BUDGET ACET FUND BUDGET SUMMARY							
DESCRIPTION	2018 Actual	2019 Actual	REVISED 2020 Budget	2020 Projected	2021 Budget	Inc/Dec 2020/2021	% Chg
<b>BEGINNING FUND BALANCE:</b>							
Unreserved-Undesignated	189,985	181,582	143,228	120,591	143,101		
<b>TOTAL Beginning Fund Balance</b>	<b>189,985</b>	<b>181,582</b>	<b>143,228</b>	<b>120,591</b>	<b>143,101</b>		
<b>REVENUES:</b>							
21-33-13900 Grants	0	0	0	0	0	0	#DIV/0!
21-35-00000 Fines and Costs	12,078	814	500	300	300	(200)	-40%
21-35-20000 Forfeitures	0	0	0	0	0	0	#DIV/0!
21-36-00000 Miscellaneous	139	81	0	0	0	0	#DIV/0!
21-36-16100 Interest Investments	3,397	2,995	2,500	600	400	(2,100)	-84%
21-37-00000 Contributions Government	19,448	17,424	82,500	82,500	82,500	0	0%
<b>TOTAL Revenues</b>	<b>35,062</b>	<b>21,314</b>	<b>85,500</b>	<b>83,400</b>	<b>83,200</b>	<b>(2,300)</b>	<b>-3%</b>
<b>EXPENDITURES:</b>							
JAG Grant Expense	0	0	0	0	0	0	#DIV/0!
ACET Personal Services	0	0	0	0	0	0	#DIV/0!
ACET Supplies	7,186	3,455	17,000	16,500	17,000	0	0%
ACET Purchased Services	26,278	23,470	31,370	27,390	30,120	(1,250)	-4%
ACET Fixed Charges	10,000	12,000	12,000	12,000	12,000	0	0%
ACET Other	0	3,397	25,000	5,000	25,000	0	0%
ACET Capital Outlay	0	3,753	4,000	0	3,000	(1,000)	-25%
<b>TOTAL Expenditures</b>	<b>43,464</b>	<b>46,075</b>	<b>89,370</b>	<b>60,890</b>	<b>87,120</b>	<b>(2,250)</b>	<b>-3%</b>
<b>REVENUES VS EXPENDITURES</b>	<b>(8,403)</b>	<b>(24,760)</b>	<b>(3,870)</b>	<b>22,510</b>	<b>(3,920)</b>		
<b>ENDING FUND BALANCE:</b>							
Restricted (transferred to Routt County)	36,231	(36,231)	39,984	39,984	39,984		
Unreserved-Undesignated	145,351	84,360	99,374	103,117	99,197		
<b>TOTAL Ending Fund Balance</b>	<b>181,582</b>	<b>120,591</b>	<b>139,358</b>	<b>143,101</b>	<b>139,181</b>		

#### AGENCY CONTRIBUTION BREAKDOWN

Moffat Co DA	21-37-00000	\$8,000.00
Routt County	21-37-00000	\$8,000.00
Hayden PD	21-37-00000	\$2,500.00
Steamboat Springs PD	21-37-00000	\$16,000.00
Craig PD	21-37-00000	\$16,000.00
Moffat SO	21-37-00000	\$16,000.00
Routt SO	21-37-00000	\$16,000.00

**\$82,500.00**



## ALARM SERVICES AGREEMENT

Western Security, LLC  
1206 Lincoln Avenue  
P.O. Box 775222  
Steamboat Springs, CO 80477  
970-879-5281

Customer No.

Central Station No.

AESMT6298

This Agreement is made as of **1/21/21** by and between Western Security, Inc. ("Company") and the following ("Subscriber"):

Subscriber Name:	New Moffat County Courthouse FA
Address:	1198 W. Victory Way
City, State Zip	Craig, CO 81625
Phone:	
email:	
Tax ID No.:	

Billing Name:	Moffat County
Billing Address:	221 W. Victory Way
City, State Zip	Craig, CO 81625
Billing Phone:	970-824-9160
Billing email:	rtipton@moffatcounty.net
Installation Address:	1198 W. Victory Way Craig, CO 81625

According to the terms and conditions of this Agreement, including any attachments, Company agrees to install at the Installation Location above ("Premises"), the System as described in the attached Scope of Work ("Scope") and to provide the selected Services. Together, the Equipment, when installed, is the ("System") and is based upon a design approved by Subscriber. The equipment listed on the Scope comprises the System.

Installation		Monthly Service Fees				System Type	
Total Equipment & Labor	\$ 750.00	System Monitoring	\$ 40.00	Video Monitoring		<input checked="" type="checkbox"/>	Fire
Sales Tax		Interactive		DMP Securecom	35.00	<input type="checkbox"/>	Burg System
Total Contract	750.00	Inspection Contract		Open/Close Reports		<input type="checkbox"/>	Video/Camera
50% Due on Contract	375.00	Maintenance Contract		Timer Test		<input type="checkbox"/>	Access Control
Balance Due on Completion	\$ 375.00	Western Radio				<input type="checkbox"/>	Environmental
Total Monthly Services				\$ 75.00			

**NOTICE TO SUBSCRIBER** DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. THE SYSTEM DESIGN IS ACCEPTED BY SUBSCRIBER. SUBSCRIBER UNDERSTANDS THAT THIS SYSTEM WILL NOT BE FULLY ACTIVATED UNTIL COMPANY RECEIVES A CONFIDENTIAL CONTACT LIST ("CCL") LISTING CONTACT INFORMATION FOR ALL PERSONS AUTHORIZED BY SUBSCRIBER. THE PERSON SIGNING BELOW, IF NOT SUBSCRIBER, REPRESENTS AND WARRANTS THAT SUCH PERSON IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER AND HAS THE LEGAL ABILITY TO BIND SUBSCRIBER TO THIS AGREEMENT. THERE ARE IMPORTANT TERMS AND CONDITIONS ON SUBSEQUENT PAGES OF THIS AGREEMENT.

**Note to Residential Consumers:** IF THE SYSTEM IS INSTALLED IN YOUR PRIMARY RESIDENCE, PURSUANT TO SECTION 5-2-502, COLORADO REVISED STATUTES, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY ON WHICH YOU SIGN THIS AGREEMENT

**Subscriber Agrees to pay \$ 225.00 quarterly for the Services beginning on the first day of the calendar quarter following the installation of the System. Any partial amount will be billed according to the number of days in such partial period.**

Western Security, LLC by:

Signed: \_\_\_\_\_

Printed:

Management  
Approval by :

Date: 1/21/21

Subscriber:

Signed: \_\_\_\_\_

Printed:

Title:

Date:

### TERMS AND CONDITIONS

1. **INSTALLATION.** Company and Subscriber each acknowledge that if there is equipment already installed at the Premises relating to the Systems that no warranty is provided for such equipment. The provisions set forth herein relating in any way to installation and warranty shall apply only to the equipment installed by the Company on or after the Agreement Date. Such Equipment shall be the ("Company Installed Equipment"). Company does not accept any liability for equipment already installed as of the Agreement Date unless otherwise stated herein. Company shall use reasonable efforts to install the Company Installed Equipment necessary to bring the System on line at the Premises in a workmanlike manner using reasonable and customary methods. Subscriber understands that the installation of the CIE may cause cosmetic damage to the Premises. Company will use reasonable efforts to limit such damage but any additional cost to repair or conceal such damage shall be at the exclusive cost of the Subscriber. If any wire is to be enclosed in conduit, such cost will be in addition to the cost relating to the installation of the CIE. Company reserves the right to substitute the brand, specifications or functionality of the CIE at its discretion and, upon written notice to Subscriber, to change the design of the System if the stated design is deemed insufficient by the Company, impractical to install or if any such change is mandated by public authority. Any such changes in the System and the total purchase price of the System may change without notice and shall be deemed accepted by Subscriber upon Completion. Company's records as to changes of design in the System shall be conclusive evidence of permitted changes. The estimated date of installation shall be determined by mutual agreement among Subscriber and the Company (the "Installation Schedule") but may be postponed by the Company due to circumstances beyond its control including, but not limited to delays occasioned by labor shortages, equipment delays or the contractors or subcontractors engaged by Subscriber. If the Premises are not ready for installation of the System on the Installation Date or at any time during the installation process through no fault of Company and the installation is delayed, Subscriber shall be liable for any additional charges incurred by Company including additional labor and trip charges.

2. **ACCEPTANCE OF SYSTEM.** The Company will, upon installation, test the System and related components. If the System passes such tests, this will be conclusive evidence that the installation is complete ("Completion"). The date upon which these tests are completed will be the Completion Date.

3. **LIMITED WARRANTY.**

A. Except as otherwise set forth herein, Company hereby warrants that, in the event that the CIE fails to operate properly, the Company will repair or replace the defective part without cost to Subscriber. This warranty shall be effective beginning on the Completion Date and ending one year thereafter (the "Warranty Period"). Company shall replace or repair all or any portion of the defective CIE at its sole and exclusive option. In fulfillment of its obligations under its warranty, Company may use any equipment that is of comparable quality and utility, but may not be identical, to the part or parts being replaced. This Warranty does not cover damage caused by accident, fire, intrusion, acts of God, misuse, attempted or unauthorized repair service by anyone other than the Company, modification or improper maintenance or installation of any component of the system to which the CIE is connected by anyone other than Company.

B. Except as set forth in Paragraph 3A, COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE ANY EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND SUBSCRIBER WAIVES AND DISCLAIMS ALL SUCH WARRANTIES. SUBSCRIBER ACKNOWLEDGES THAT COMPANY HAS NOT REPRESENTED OR WARRANTED TO SUBSCRIBER THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PREVENT ANY LOSS, OR THAT THE SYSTEM WILL IN ALL CASES OPERATE IN A MANNER CONSISTENT WITH ITS PURPOSE. SUBSCRIBER IS NOT RELYING ON (I) ANY REPRESENTATION, WARRANTIES, OR AFFIRMATIONS OF FACT OF ANY EMPLOYEES OR AGENTS OF COMPANY OTHER THAN AS STATED HEREIN OR (II) ON COMPANY'S SKILL OR JUDGMENT IN SELECTION OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE AND ACKNOWLEDGE THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THOSE CONTAINED HEREIN. COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

C. Subscriber must make timely notice to Company of any failure of any portion of the System. Subscriber shall at all times grant access and permit Company to correct any such defect, malfunction, or failure. Any failure of Subscriber to provide timely notice of System failure or malfunction or to grant access to Company in its efforts to remedy any defect shall render the warranty null and void, and any such failure may be considered negligence on the part of Subscriber.

4. **COMPANY IS NOT AN INSURER.** It is understood and agreed that: a) We are not an insurer nor is this Agreement intended to be an insurance policy; b) insurance, if any, covering personal injury, property loss or damage on the Premises shall be obtained by You; c) the prices set forth herein are based solely upon our costs for system installation and services that were selected by You and upon the limited scope of liability set forth herein and are unrelated to the value of the Premises, your property or the property of others on the Premises, and are established without regard to the possibility of personal injury or consequential loss, such as loss of business, which might result in connection with our negligent performance or failure of the system; d) it would be uneconomical for both the Company and the Subscriber to obtain insurance in connection with the foregoing risks and the prices herein reflect the mutual desire of the parties that You bear this insurance cost; e) the system and services provided herein are designed to reduce certain risks of loss but are not sufficient to guarantee that no loss will occur; f) We have not represented and do not represent that the system may not be compromised or circumvented or that it will prevent a loss by burglary, fire or otherwise, or that the system will in all cases provide the protection for which it is installed or intended; g) We are not assuming responsibility for any losses which may occur even if due to our negligent performance or failure to perform any obligation under this Agreement.

5. **LIMITATION OF LIABILITY.** Company acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure of Subscriber or Company to perform any of their respective obligations hereunder, or the failure of the System to operate or prevent loss to Subscriber for whatever reason, because of, among other things:

- A. the uncertain amount of value of Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged, or otherwise affected by any failure of the System;
- B. the uncertainty of the response time or the errors or omissions of any telephone operators, dispatchers, police or fire department;
- C. the inability to ascertain what portion, if any, of any loss would be proximately caused by action or inaction of Company or by failure of the System to operate;
- D. illegal acts of third parties or the errors or omissions of Subscriber, its employees or agents in (i) failing to set the System or setting it incorrectly, (ii) failing to test or repair the System regularly or failing to properly test the System, or (iii) permitting untrained persons to operate the System.

If Company should be found liable for loss or damage, (i) irrespective of cause or origin, due to the failure of Company to perform any of the obligations herein including, but not limited to, the installation or the failure of the System in any respect whatsoever, or (ii) due to negligence on the part of Company, its agents, affiliates, assigns, or employees, then Company's liability shall be limited to Two Hundred Fifty Dollars (\$250.00), or, if a Court shall deem said \$250 to be unreasonable, then such limitation shall not exceed the replacement cost of the Equipment, as liquidated damages and not as a penalty, and this remedy shall be exclusive.

6. **INDEMNIFICATION.** Company's insurance does not cover any third parties. The purchase price for the System does not include any costs of third parties including, without limitation, electricians who connect the System to the electrical supply of the Premises or any other contractor or tradesman employed or engaged by anyone other than the Company. Subscriber shall require that all such parties maintain adequate insurance. Subscriber hereby releases, discharges, indemnifies, defends, and holds harmless Company, its employees, affiliates, officers and agents from and against any and all claims, liabilities, damages, losses, or expenses (including, without limitation, attorneys' fees and expenses), of any third party arising from or in connection with this Agreement or the Equipment installed hereunder including, without limitation, claims for subrogation made by Subscriber's insurance company or any other insurer. Subscriber hereby releases, discharges, indemnifies and holds Company harmless for all losses (including, without limitation, attorneys' fees and expenses) arising out of or in connection with Company's inability to provide the Services however caused or occasioned including, without limitation, interruption in the Services due to the failure or unavailability of telephone or wireless transmission services, all acts of telephone or wireless transmission repairs including the inadvertent disconnection of telephone or wireless transmission services and/or the creation of false alarms occasioned thereby, and all acts of third parties involved in carrying out the Services. Subscriber hereby releases and discharges, indemnifies, and holds Company harmless for all losses (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the dispatch or action or failure to act of any fire department, law enforcement or government agencies, guard or patrol service or third party activities, related to or resulting from the response by Company or its authorized designees to an alarm or in the act of providing the Services as set forth or contemplated herein.

7. **SERVICES.** So long as all charges, fees and amounts due to the Company are current, the Company agrees to provide only the services selected by you on Page 1 as follows:

A. **MONITORING.** Upon receipt of an alarm signal from the Premises, not reasonably determined by the Company or its designated affiliate to be a false alarm, Company shall make reasonable efforts to alert the persons designated by Subscriber pursuant to the then current CCL, the local police department, fire department or other emergency service, but in no event any provider of medical or health services, and to follow the reasonable instruction provided to Company by Subscriber in the CCL. Subscriber recognizes that alarm signals transmitted from the Premises to the central monitoring station are received solely by means of communications systems owned and operated by third parties ("Communication Providers"). Company shall not be responsible for interruptions in the Services or failure of the System due to a failure of Communication Providers or any other third party. IF THE SYSTEM IS TO BE CONNECTED TO AN EXISTING VOICE OVER INTERNET PROTOCOL ("VOIP") COMMUNICATIONS SYSTEM, THE COMPANY WILL USE REASONABLE METHODS FOR INSTALLING THE SYSTEM, BUT COMPANY MAKES NO REPRESENTATIONS THAT ANY SYSTEM CONNECTED TO A VOIP COMMUNICATIONS SYSTEM WILL PROVIDE ADEQUATE RELIABILITY. THE COMPANY RECOMMENDS THAT ALL SYSTEMS SHOULD BE CONNECTED TO A CELLULAR OR NETWORK COMMUNICATIONS DEVICE TO REDUCE THE RISK OF INTERMITTENT, WEAK OR UNREADABLE ALARM SIGNALS THAT ARE LIKELY TO OCCUR USING A VOIP COMMUNICATIONS SYSTEM ALONE. IF SUBSCRIBER REFUSES TO UTILIZE THE COMMUNICATIONS DEVICE RECOMMENDED BY COMPANY, COMPANY WILL NOT GUARANTEE THAT THE SYSTEM WILL NOT FAIL. ANY SERVICE WITHIN THE WARRANTY PERIOD THAT CAN BE ESTABLISHED TO BE CAUSED DIRECTLY OR INDIRECTLY TO A VOIP ISSUE WILL NOT BE COVERED UNDER THE WARRANTY.

B. **INSPECTION:** We agree to test and inspect the System every  six months  12 months  other \_\_\_\_\_ and notify you of any observed deficiencies or repairs that might be recommended. The inspection will not include any obligation to repair or replace any defect in the System. Such repairs will be performed either on a time and materials basis charged to you according to our rates for time and materials repairs or may be covered under any non-expired warranty.

C. **MAINTENANCE:** This Program is a limited maintenance and service contract intended to reduce the risk to Subscriber of major and unforeseen equipment repairs. It is not intended as insurance or as a replacement for nor an extension of the term of any manufacturers' warranty or product guarantee. Beginning on the Completion Date and continuing during the Initial Term, the Company, at no cost to Subscriber, shall repair or replace any component of the System that shall fail to perform due to any reason whatsoever, excluding, however, any failure caused or proximately identified as a manufacturers defect, act of God or as may be excluded herein. Service by the Company under any properly filed claim under the Program shall occur at the Company's earliest available opportunity and shall be limited to its normal working hours of 8 am until 5 pm Monday through Friday unless such claim shall be made for emergency repair to life safety equipment, including fire alarms and related equipment. As a condition of its continued participation in the Program, Subscriber is obligated to have the Company conduct an annual Inspection of the System and its components. The Company shall have no liability under the Program or any other agreement for damage or failure related directly or indirectly to: (a) Subscriber's failure to continuously provide a suitable operating environment for the system as recommended by Company or by any equipment manufacturer, including, but not limited to, the failure or interruption of adequate electrical power, air conditioning, or humidity control; (b) The use of the System for other than the ordinary use for which the System was designed or the purpose for which it was intended; (c) The installation, repair or replacement of equipment or supplies by anyone other than the Company or any acts of third parties; (d) Accident or natural disaster (which shall include, but are not be limited to, fire, flood, rain, water, lightning and wind); (e) Neglect or misuse of the System; (f) Alteration (which shall include, but not be limited to, any deviations from any equipment manufacturer's recommendations for use, care and maintenance), or the failure of any of Subscriber's equipment which, for purposes of this Agreement, shall include any mechanical, electrical, or electronic interconnection devices not supplied or

installed by Company; (g) Any electrical or telephone system work external to the System or any components thereof; (h) The functional or technical obsolescence or failure due to age of any of the Equipment or the System or its components. No provisions of this paragraph shall apply to anyone that is not a party to this Agreement.

D. **WESTERN RADIO.** This is a mesh network communications device providing a primary or redundant communication path for the System. Subscriber shall grant access to Company to repair or replace any of the radio components upon a failure of such component. The Western Radio (the "Radio") inclusive of its components remains the property of the Company. No fees shall be charged for maintenance of the Radio under the program, however, all of the terms, limitations and restrictions set forth in Section 7D, Maintenance, shall also apply to the Western Radio and related equipment.

E. **VIDEO MONITORING:** We agree to receive video signals from the Premises and make notifications (Notification Procedure) regarding those signals as described in the Scope of Work. At our sole discretion, we may modify the Notification Procedure to verify the signal and we may abort the Notification Procedure when it is reasonable to assume that a condition requiring notification does not exist.

F. **PANIC OR PERS** (Personal Emergency Response System). See terms and conditions as set forth in the PERS Rider, attached hereto. If this rider is not attached, Subscriber and the Company have no agreement in respect to PERS, panic or medical alert services.

G. **Timer Test:** We agree to receive test signals daily from the System. If we fail to receive an expected signal, if the System fails to send a suitable test signal or there is any indication that there is a problem with the System, we will use our discretion in reconciling the failure and notifying you of the issue.

H. **OPEN/CLOSE ACTIVITY LOG/REPORT:** We agree to receive activity signals from the system indicating date and time of the arming and disarming of the System according to individual authorized users, log this information and store it for a 1 year after the first such log is created. Upon request, we email these reports to you or on a schedule that you request. We will not fax or mail these reports unless we agree to do so at an additional charge.

I. **INTERACTIVE SERVICES.** If Subscriber has Selected Interactive Services, Subscriber acknowledges that such services are provided by third parties. Company shall have no liability for the failure of the third parties to provide the Interactive Services. These services include one or more features based on the features selected by the Subscriber. **TELEPHONE CONNECTION.** Subscriber agrees to make available to the Company, if requested by the Company, in a location suitable to the Company, AC power and telephone interconnection jacks. Subscriber understands that Subscriber is responsible for the payment of any and all charges for the locations of such services and for the costs thereof. Subscriber also acknowledges that the System is connected to the Company's monitoring facility by telephone lines and that if Subscriber's telephone lines are out of order for any reason, Subscriber's alarm signals cannot be received by the Company during such interruptions of service and the Company will be unaware that Subscriber's phone service has been interrupted. Subscriber hereby releases and discharges, indemnifies and holds the Company harmless for all losses (including, without limitation, attorney fees, costs and expenses) arising out of or in connection with interrupted telephone services and all acts or omissions of telephone or other repairemen, including, without limitation, the inadvertent disconnection of telephone services and/or creation of false alarms.

9. **TAXES; FEES; FINES; LICENSES.** Subscriber acknowledges that all amounts set forth herein are based upon existing federal, state, and local tax codes. Company may at any time increase the Service Fees provided herein to reflect any additional taxes, fees, fines, licenses, or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the System or the installation thereof. Upon receipt of any invoice therefore, Subscriber will pay Company for any charges levied by any governmental entity against Company in connection with any false alarm, together with any service charge assessed by Company for the handling of such false alarm charges. Subscriber acknowledges that law enforcement agencies may refuse to respond to Subscriber's alarms if such agencies receive repeated false alarms from Subscriber. Further information in this regard is available from such agencies.

10. **PAYMENTS.** Subscriber agrees to pay for the Services in advance as set forth herein at the address listed in any invoice or notice. If Subscriber fails to pay any amount when due, Subscriber shall pay to Company interest on any amounts not paid when due at the rate of 18% per annum. Company reserves the right to modify the amount of the Charge with 30 days written notice to Subscriber.

11. **SECURITY INTEREST; RIGHT OF ACCESS; RISK OF LOSS.** Subscriber hereby grants to Company a security interest in each and every piece of the CIE and all replacements, substitutions, and additions thereto until all amounts due are fully paid and so long as the Service Fees due hereunder are paid. Subscriber shall perform all acts which may be necessary to perfect Company's security interest in the System including, without limitation, the execution of any additional documentation and financing statements as required by Company. Should Subscriber default in any payment for the System or any other Service Fees due hereunder, Subscriber authorizes and empowers Company to remove the System or any part thereof from the Premises, to disconnect the System, and to enforce any and all of Company's rights as a secured party. Such removal and/or disconnection, if made by Company, shall not be deemed a waiver of Company's right to damages Company sustains as a result of Subscriber's default; Company shall have the right to enforce any other legal remedy or right; and Company shall in no way be obligated to restore the Premises to its original condition or redecorate the Premises if the System or any part thereof is removed. Notwithstanding anything contained herein to the contrary, title to the CIE shall not pass to Subscriber until all charges for purchase and installation are fully paid. Risk of loss of the System, or any part thereof, shall pass to Subscriber upon delivery of same to the Premises, regardless of its installation status.

12. **CANCELLATION.** Subscriber may not cancel or terminate this contract. This Agreement shall continue for a period of 12 months (the "Initial Term"). Upon expiration, it shall be automatically renewed for successive periods of 12 months each (the "Renewal Term"), unless Subscriber shall provide Company with notice of its intention to terminate the contract no earlier than 90 days but no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. The Company may terminate or cancel this contract at any time during the Original Term or any renewal with no less than 30 days written notice to Subscriber.

13. **RIGHTS AND COSTS OF COLLECTIONS.** In addition to all other rights and remedies of Company herein contained, costs of collection of overdue accounts including, without limitation, attorneys' fees and expenses and collection agency fees and expenses shall be borne by Subscriber, and promptly paid to Company upon its request.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and supersedes all previous conversations, negotiations, commitments, and writing pertaining thereto. There are no verbal understandings neither setting forth nor modifying any terms, provisions or warranties of this Agreement.

15. **ASSIGNMENT.** The Company shall have the right to assign this Agreement to any other person, firm, corporation, partnership or limited liability Company without notice to the Subscriber. The Agreement is not assignable by the Subscriber except upon the prior written consent of Company first being obtained.

16. **APPROVAL.** This Agreement is not binding until approved by an authorized representative of Company management and Company shall have the sole discretion for such approval.

17. **BILLING AND FINANCE CHARGE. All installation charges are due upon Completion.** Subscriber shall pay such charges regardless of whether Subscriber has activated the System or taken possession of the Premises. If Subscriber does not pay for the System as agreed hereunder, Company shall have the right to refuse to activate the System, or, if the System has been activated, to deactivate the System, and Company shall have the right to enter upon the Premises as necessary to exercise its rights hereunder, including repossessing the System and filing a lien against the Premises. Subscriber shall pay interest at a rate of 1.5% per month on any amount not paid when due.

18. **SEVERABILITY.** If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

19. **AMENDMENTS.** This Agreement may only be amended or modified by writing signed by both parties.

20. **APPLICABLE LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado without reference to choice of law rules, and the parties agree that this Agreement shall be enforced in, and the parties do hereby submit to the exclusive jurisdiction and venue of, any court having subject matter jurisdiction located in the County of Routt, State of Colorado, and in the United States District Court of the District of Colorado, in the event of any litigation concerning this Agreement, regardless of where this Agreement is executed.

21. **LIMITATION OF LAWSUITS; WAIVER OF JURY TRIAL:** Company and Subscriber agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Each party gives up any right to a jury trial but shall consent to mediation as set forth herein.

22. **COUNTERPARTS; FACSIMILE SIGNATURES.** This Agreement may be executed in multiple counterparts, in writing or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. Any written notices provided for hereunder may be given by facsimile to the number set forth on the reverse side hereof.

23. **MEDIATION, COST AND ATTORNEY FEES.** In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The mediation shall be administered by a local USA&M office to be designated by USA&M National Headquarters. The parties agree to share equally in the costs of the mediation. In the event of any dispute under this Agreement shall result in a final judgment, the prevailing party shall be entitled to an award of all costs and attorney fees.

## Confidential Contact List



Date:	01/21/2021		
Account #:		CS #	AESMT6298
Subscriber Name:	New Moffat County Courthouse FA		
Premises Address:	1198 W. Victory Way Craig, CO 81625		

			Call on Signal Type				Contact is Authorized to:					
Contact Name and order of call in response to alarm signals		Password	Contact Phone:		Fire	Burg	TNR	CO	Dispatch	Out of Service	Cancel Alarm	Edit Account
1					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Central Station will call the contacts listed above, in the order listed above for the signals transmitted by the alarm system. I hereby approve this Confidential Contact List and authorize Western Security to utilize this list until such Confidential Contact List is modified by an authorized representative of Subscriber. I further agree that any changes to this Confidential Contact List must be made in writing and are not effective until received by Western Security. The undersigned represents that he/she is authorized to legally bind Subscriber.

Comments:

New Moffat County Courthouse FA  
 Date: 01/21/2021  
 Subscriber Signed \_\_\_\_\_ Printed: \_\_\_\_\_

Contact information for making changes to this list:

Phone: 970-879-5281 email: tim@westernsecurity.net Fax: 970-879-6961  
 Address: PO Box 775222 Steamboat Springs, CO 80477

Any falsification, misrepresentation or fraud suspected in the completion of this document will be referred to local law enforcement for investigation.

Scope of Work

Date:	1/21/2021		
Account #:		CS #	AESMT6298
Subscriber Name:	New Moffat County Courthouse FA		
Premises Address:	1198 W. Victory Way Craig, CO 81625		

The Company will provide labor and materials for the following System:

Western Security installed a Radio for monitoring the Old K-Mart - New Moffat County Courthouse Fire Alarm Panel FireLite MS5UD for Sprinkler

Additional Provisions:

The amount to be expended pursuant to this Agreement shall be One Thousand Six hundred Fifty and 00/100 cents (\$1,650.00), subject to additions and deductions pursuant to authorized change orders. OWNER 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.

Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid, so long as there is not a breach.

Subscriber Initials \_\_\_\_\_



STATE OF COLORADO  
STATE BOARD OF LAND COMMISSIONERS

**Solid Mineral Lease No. 102782 (GP-3440)**

**Lease Term Extension Rider ("Extension Rider")**

Effective 1/20/2021 ("Effective Date"), the Colorado State Board of Land Commissioners ("Board") approves the extension of State Lease No. SM-102782 / GP-3440 ("Lease") with MOFFAT COUNTY ROAD & BRIDGE DEPT ("Lessee") for five 10 years. The term of this Lease will expire on 1/19/2031.

Anniversary date:

Annual Rental at \$ 3.00 per acre for a total of \$ 575.07 per annum

Bonus Payment at \$ 0 per acre for a total of \$ 0 per annum

It is further understood the royalty rate will increase to/or remain at 0.67 per ton 0.67.

This Extension Rider is incorporated by reference into the Lease, and except to the extent specifically modified hereby, all other terms and conditions of the Lease shall remain in full force and effect through the end of the Lease term.

The parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.

Persons signing for Lessee hereby swear and affirm that they are authorized to act on behalf of the Lessee, and acknowledge that the Board is relying on their representations to that effect.

The Board and the Lessee, by their signatures below, agree to the extension of this Lease as specified in this Extension Rider:

Lessee:

Signature

Printed Name

as \_\_\_\_\_  
Position

of

MOFFAT COUNTY ROAD & BRIDGE DEPT  
Entity

STATE OF COLORADO ACTING BY AND THROUGH THE  
STATE BOARD OF LAND COMMISSIONERS

\_\_\_\_\_  
Benjamin Teschner, Program Manager

(Seal)  
Approval Date:



February 2, 2021

Wade Buchanan  
Executive Director, Just Transition Advisory Team  
633 17<sup>th</sup> Street, Suite 201  
Denver, CO 80202-3660

RE: Just Transition Advisory Committee appointment of Moffat County Commissioner Melody Villard

Director Buchanan,

The Moffat County Commissioners are writing to express support for Commissioner Melody Villard being appointed to represent NW Colorado on the Just Transition Advisory Committee. Now that a plan has been proposed, we find it critical to continue participation regarding how that plan is implemented. Commissioner Villard has decades of knowledge and relationships built around the coal industry. There are three coal mines and a coal fired power plant within within a 20 minute drive of Craig. Moffat County hosts the vast majority of the work-force that is employed at the above operations, in addition to these operations providing 64% of the County's assessed value and tax base. We would appreciate you considering Commissioner Villard to represent our coal impacted communities.

If you have any questions about our support of Commissioner Villard for the Just Transition Advisory Committee, please feel free to contact us using the below listed information.

Respectfully,

Donald Broom, Chair  
Commissioner District 2



February 2, 2021

NACD Headquarters  
509 Capitol Court, NE  
Washington, DC 20002-4937

RE: Moffat County Commissioner Support for a NACD Urban Agriculture Conservation Grant to the Colorado First Conservation District

Dear Grant Review Committee,

The Moffat County Commissioners are writing in support of the Colorado First Conservation District's grant request to conduct an outdoor Conservation Corner/Learning Lab. The Colorado First Conservation District is a true "hands-on" district that has directly supported our rural agriculture operations for years. We fully support their effort to build soil and vegetation demonstration projects which will benefit traditional agriculture, in combination with an urban education program.

The location of the Conservation District's building and corner lot provides a perfect location for the outdoor learning lab, and is also in a high visibility area in Craig. As Colorado, and specifically Craig, grows in population, the Conservation District will play an increasingly important role in bridging the knowledge gap between agriculture and urban communities. The Conservation District's project certainly meets the goal of the NACD Urban Agriculture Conservation Grant, as it will enhance technical assistance and education activities within our region.

If you have any questions about the Moffat County Commissioner's support for this grant, please feel free to contact any of us using the contact information below.

Respectfully,

Donald Broom, Chair  
Commissioner District 3

Tony Bohrer  
Commissioner District 1

Melody Villard  
Commissioner District 2

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221 West Victory Way, Ste 130  
Craig, CO 81625  
(970) 824-5517  
(970) 824-9191 (fax)

**Tony Bohrer**  
**District 1**

**Melody Villard**  
**District 2**

**Donald Broom**  
**District 3**



February 2, 2021

Governor Jared Polis  
State Capitol Bldg  
200 E. Colfax Ave., Rm. 136  
Denver, CO 80203

RE: Colorado Parks and Wildlife Commission Support Letter for Marie Haskett

Governor Polis:

The Moffat County Commissioners are writing to support Marie Haskett's reappointment to the Colorado Parks and Wildlife Commission. Marie has served one term in which she represented NW Colorado in a fair and balanced manner. She has demonstrated her commitment to listening to various viewpoints and making decisions that balance protection of Colorado's wildlife resource with the needs of various user groups. Marie is an avid outdoors person and has a reputation for being able to work with diverse interests. Ms. Haskett owns an outfitting business in Meeker Colorado and has an outstanding relationship with Colorado Parks and Wildlife. Ms. Haskett has a diversity of experience in areas the Wildlife Commission focuses, such as licensing, wildlife management, general business management, and both wildlife and land conservation.

The Moffat County Commissioners are pleased to support Ms. Haskett's reappointment to the Wildlife Commission because of her proven track record during her first term combined with her experience outfitting, managing wildlife, accounting, and serving on community boards. If you have any questions about our support of Ms. Haskett's reappointment, please contact any of the Moffat County Commissioners at the below listed phone number.

Respectfully,

Donald Broom, Chair  
Commissioner District 3

Tony Bohrer  
Commissioner District 1

Melody Villard  
Commissioner District 2

**MEMORANDUM OF UNDERSTANDING**  
**THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY & THE MOFFAT COUNTY**  
**DEPARTMENT OF HUMAN SERVICES ("DHS")**

This Memorandum of Understanding (or "MOU") made this \_\_\_\_ day of January, 2021, between the Board of County Commissioners of Moffat County and the Moffat County Department of Human Services.

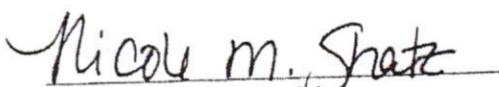
NOW, THEREFORE, it is agreed that:

1. This MOU will be effective **January 1, 2021** through **December 31, 2021**, regardless the date of execution.
2. Moffat County will provide IV-D Child Support and other legal services to the Moffat County Department of Human Services when it is needed.
3. In return for legal services from the Moffat County Attorney and the Moffat County Paralegal, the Department of Human Services will reimburse Moffat County as follows:
  - a. 14% of operating expense for the County Attorney's Office;
  - b. 14% of basic telephone service for the County Attorney's Office;
  - c. Human Services related photocopies;
  - d. Human Services related office supplies;
  - e. Human Services long distance telephone calls;
  - f. Human Services related postage;
  - g. Human Services service process fees;
  - h. Human Services related travel and training;
  - i. Human Services legal publication fees;
  - j. Attorney salary and fringe is paid upon percentage of actual Human Services hours worked compared to the total number of hours worked. Fringe includes FICA, health insurance, dental insurance, life insurance, retirement and administrative fees; and
  - k. The Paralegal is paid at hourly wage rate and fringe benefits prorated on an hourly basis. Fringe includes FICA, health insurance, dental insurance, life insurance, retirement and administrative fees.
4. The Moffat County Department of Human Services will pay 100% of the attorney salary and fringe for the Assistant County Attorney as well as their annual Colorado Attorney Registration dues, Colorado County Attorney's Association training fees, and Colorado Bar Association Annual Membership dues.
5. This Memorandum of Understanding can be nullified upon a one month agreement and/or notice.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

Donald Broom, Chairman

MOFFAT COUNTY DEPT. OF  
HUMAN SERVICES

  
Nicole Shatz, Interim Director

## 2020 Attorney D &N & IV-D Percent Tracking

<i>Payment Month</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Total</i>
<i>Actual Hours</i>													
Attorney	121.00	152.00	175.50	160.00	176.50	105.75	148.00	160.50	153.00	206.75	123.50	143.75	1,826.25
Paralegal	149.00	128.00	117.00	30.00	232.00	160.00	140.00	152.00	145.00	233.25	105.25	144.00	1,735.50
<b>Total Hours</b>	<b>270.00</b>	<b>280.00</b>	<b>292.50</b>	<b>190.00</b>	<b>408.50</b>	<b>265.75</b>	<b>288.00</b>	<b>312.50</b>	<b>298.00</b>	<b>440.00</b>	<b>228.75</b>	<b>287.75</b>	<b>3,561.75</b>

<i>Soc Serv Hours</i>	<i>D&amp;N</i>	<i>Reg Admin</i>	<i>IVD</i>	<i>Total Hours</i>	<i>39.12</i>	<i>40.68</i>	<i>29.17</i>	<i>20.53</i>	<i>45.38</i>	<i>40.25</i>	<i>12.72</i>	<i>42.89</i>	<i>46.39</i>	<i>85.42</i>	<i>42.21</i>	<i>37.55</i>	<i>482.31</i>
					0.00	0.00	2.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.43
					3.25	2.77	0.00	0.92	3.83	0.27	2.45	1.27	1.53	0.63	0.23	0.45	17.60
					<b>42.37</b>	<b>43.45</b>	<b>31.60</b>	<b>21.45</b>	<b>49.21</b>	<b>40.52</b>	<b>15.17</b>	<b>44.16</b>	<b>47.92</b>	<b>86.05</b>	<b>42.44</b>	<b>38.00</b>	<b>502.34</b>

ROUNDED

<i>Social Services % Breakout:</i>	<i>D&amp;N %</i>	<i>Reg Admin%</i>	<i>IV-D %</i>	15.69%	15.52%	10.80%	11.29%	12.05%	15.25%	5.27%	14.13%	16.08%	19.56%	18.55%	13.21%	14.10%	14.00%
				14.49%	14.53%	9.97%	10.81%	11.11%	15.15%	4.42%	13.72%	15.57%	19.41%	18.45%	13.05%	13.54%	13.00%
				0.00%	0.00%	0.83%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.07%	0.00%
				1.20%	0.99%	0.00%	0.48%	0.94%	0.10%	0.85%	0.41%	0.51%	0.14%	0.10%	0.16%	0.49%	1.00%



## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Seventeenth day of December in the year Two Thousand and Twenty

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Moffat County  
221 W. Victory Way  
Craig CO 81625

and the Architect:  
*(Name, legal status, address and other information)*

TreanorHL, Inc.  
1811 Baltimore Avenue  
Kansas City MO 64108-1930

for the following Project:  
*(Name, location and detailed description)*

Moffat County Courthouse  
Moffat County  
1198 W. Victory Way  
Craig CO 81625  
Renovation and addition to former Kmart Building.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Renovation of the former Kmart building to include program areas for Moffat County, including, but not limited to, County Assessor, County Clerk and Recorder, Elections, County Treasurer, County Commissioners, Administration, Natural Resources, Finance, Human Resources, Buildings and Grounds, Attorney, Development Services, IT/GIS, and Youth Services. The building will also include the program functions of the 14<sup>th</sup> Judicial District for Moffat County, Including the courtroom and supporting areas, court clerk, district attorney, and probation. The existing building is an approximately 93,000 gross square feet on an approximately 11 acres.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Former Kmart building located at 1198 W. Victory Way in Craig, Colorado.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

*(Paragraphs deleted)*

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
*(Insert amount)*

Lump Sum of Three Hundred Thirty-Six Thousand Dollars (\$336,000.00).

.2 Percentage Basis  
*(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
*(Describe the method of compensation)*

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

As negotiated between Owner and Architect

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

2/1/2021

The Yampa Valley Bar & Grill, LLC. has changed their officers therefore needing to apply for “Report of Changes”, for their liquor license. Attached you will find the application for “Report of Changes”, the Board Meeting minutes for the election and background checks for the three new officers. After reviewing these documents, the *original* application will need to be signed by the Commissioner’s Chair in the consent agenda. If you should need anything further, please let me know.

Thank you,

Tammy Raschke  
Moffat County Clerk & Recorder

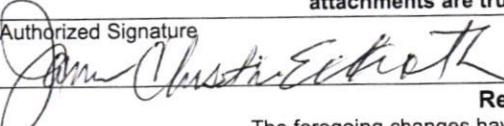
DR 8177 (06/10/19)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 (303) 205-2300

**Report of Changes  
 Corporation, Limited Liability Company  
 and Partnership Liquor and Fermented  
 Malt Beverage Licenses**

LLC/Partnership

Corporation

**See Instructions and Fee Schedule on Page 2**

1. Corporate/LLC Partnership Name Yampa Valley Bar & Grill, LLC		2. State Tax Account Number 84-0518212		3. State Liquor License Number 03-11382	
4. Trade Name Yampa Valley Bar & Grill				5. Telephone Number (970) 824-3673	
6. Address of Licensed Premises 2179 Hwy 394		City Craig	State CO	ZIP 81625	
7. Mailing Address if different than above PO Box 1110		City Craig	State CO	ZIP 81626	
8. LIST ALL officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner MUST FILL OUT a DR 8404-I (Individual History Record).					
Position Held	Names		Home Address	DOB	Replaces
President	Jamie Christine Eckroth		1510 West 9th St		Richard Edwin Bower II
Treasurer	Linda Sue Showalter		576 County Road 100		Trinidad Loya III
V President	Daniel Jacob Brown		105 East 8th Street		Gary Dale Baysinger
Secretary	Michael Joseph Gush		1156 School Street		Jamie Christine Eckroth
B of Director	John Andrew Maneotis		35513 North Hwy 13		Don Warren Smith
B of Director	Trinidad Loya III		1022 Taylor Street		
B of Director	David Andujo		1015 Van Dorn Drive		
9. LIST ALL 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed Must Fill out a DR 8404-I (Individual History Record)					
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Home Address		DOB	Replaces
10. Registered Agent		Address For Service			
<b>Oath of Application</b> I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.					
11. Authorized Signature 		Title President			Date 01/11/21
<b>Report of Local Licensing Authority</b> The foregoing changes have been received and examined by the Local Licensing Authority.					
12. Local Licensing Authority For					<input type="checkbox"/> County <input type="checkbox"/> Town/City
Signature		Title			Date
Attest					Date
<b>Do Not Write In This Space – For Department of Revenue Use Only</b>					
<b>Liability Information</b>					
License Account Number	Period	Cash Fund		Total	

## Individual History Record

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

**Notice:** This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Yampa Valley Bar &amp; Grill, LLC</i>	Home Phone Number <i>970 824 6349</i>	Cellular Number <i>970 326 5889</i>		
2. Your Full Name (last, first, middle) <i>Manecitis John Andrews</i>	3. List any other names you have used			
4. Mailing address (if different from residence)	Email Address <i>jamanecitis@gmail.com</i>			
5. List current residence address. Include any previous addresses within the last <b>five</b> years. (Attach separate sheet if necessary)				
Street and Number	City, State, Zip	From	To	
Current <i>35513 N. Hwy 13</i>	<i>Craig, CO 81625</i>			
Previous				
6. List all employment within the last <b>five</b> years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
<i>Self</i>	<i>35513 N. Hwy 13 Craig CO 81625</i>	<i>Rancher</i>		
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)				
				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)				
				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)  Yes  No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)  Yes  No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)  Yes  No

### Personal and Financial Information

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

13a. Date of Birth	b. Social Security Number	c. Place of Birth Steamboat Springs Co.	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
e. If Naturalized, state where		f. When	g. Name of District Court		
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number		
i. Height 5' 11"	m. Weight 190	n. Hair Color BLK	o. Eye Color BRN	p. Gender M	q. Do you have a current Driver's license/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ State Co.

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ \_\_\_\_\_

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ \_\_\_\_\_

\* If corporate investment only please skip to and complete section (d)  
\*\* Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

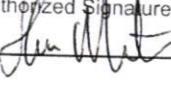
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

### Oath of Applicant

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

Authorized Signature  


Print Signature

John Manectis

Title

Board member

Date

12/26/20



**COLORADO**  
Bureau of Investigation  
Department of Public Safety

Page 1 of 3

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

MANEOTIS, JOHN  
35513 N HWY 13  
CRAIG, CO 81625

Date: 12/15/2020 02:16:09(MT)

RE: MANEOTIS, JOHN . DOB: 072360

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

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

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

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

Sincerely,  
John Camper, Director  
Colorado Bureau of Investigation



## Individual History Record

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

**Notice:** This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Yampa Valley Bar &amp; Grill LLC</i>	Home Phone Number 970 824-3628	Cellular Number 970 756-7713
2. Your Full Name (last, first, middle) Gush, Michael Joseph	3. List any other names you have used	
4. Mailing address (if different from residence)	Email Address papagush@yahoo.com	

5. List current residence address. Include any previous addresses within the last <b>five</b> years. (Attach separate sheet if necessary)				
Street and Number	City, State, Zip	From	To	
Current 1156 School Street	Craig, Colorado 81625	01/01/96	<i>present</i>	
Previous				

6. List all employment within the last <b>five</b> years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Colowyo Coal Company	5731 St. Hwy 13 Meeker, CO 81641	Safety	06/18/85	<i>present</i>

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)					<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)					<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)					<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### Personal and Financial Information

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

13a. Date of Birth	b. Social Security Number	c. Place of Birth Detroit Michigan	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
e. If Naturalized, state where		f. When	g. Name of District Court		
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number	
l. Height 5' 10"	m. Weight 200	n. Hair Color Brown	o. Eye Color Brown	p. Gender	q. Do you have a current Driver's license/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ State _____ Colorado

#### 14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ _____
b. List the total amount of the <b>personal</b> investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____
* If corporate investment only please skip to and complete section (d) ** Section b should reflect the total of sections c and e
c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

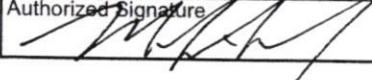
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

### Oath of Applicant

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

Authorized Signature 	Print Signature Michael J. Gus L.	Title Secretary	Date 12/16/20
--	--------------------------------------	--------------------	------------------



**COLORADO**  
Bureau of Investigation  
Department of Public Safety

Page 1 of 3

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

**GUSH, MICHAEL**  
1156 SCHOOL STREET  
CRAIG, CO 81625

Date: 12/15/2020 11:06:33(MT)

RE: GUSH, MICHAEL    DOB: 061558    SOC:

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

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

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

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

Sincerely,  
John Camper, Director  
Colorado Bureau of Investigation



## Individual History Record

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

**Notice:** This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Yampa Valley Bar &amp; Grill, LLC</i>	Home Phone Number 970-824-9728	Cellular Number 9708-6291163
2. Your Full Name (last, first, middle) Showalter, Linda, Sue	3. List any other names you have used Campbell, Linda, Sue	
4. Mailing address (if different from residence)	Email Address lsgolfer@hotmail.com	

5. List current residence address. Include any previous addresses within the last **five** years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current 576 County Road 100	Craig, Colorado	12/15/84	12/15/20
Previous			

6. List all employment within the last **five** years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Retired				

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)

Yes  No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)

Yes  No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)  Yes  No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)  Yes  No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)  Yes  No

### Personal and Financial Information

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

13a. Date of Birth	b. Social Security Number	c. Place of Birth Craig, Colorado		d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where		f. When	g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height 5'2"	m. Weight 145	n. Hair Color blonde	o. Eye Color blue	p. Gender Female
q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ ? _____ State _____ Colorado				

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.  
\$ \_\_\_\_\_

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ \_\_\_\_\_

\* If corporate investment only please skip to and complete section (d)  
\*\* Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

### Oath of Applicant

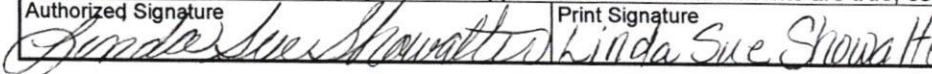
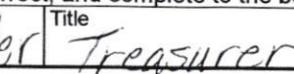
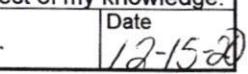
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature

Print Signature

Title

Date

 Linda Sue Showalter  Linda Sue Showalter  Linda Sue Showalter



**COLORADO**  
Bureau of Investigation  
Department of Public Safety

Page 1 of 3

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

SHOWALTER, LINDA  
576 COUNTY ROAD 100  
CRAIG, CO 81625

Date: 12/15/2020 05:19:43(MT)

RE: SHOWALTER, LINDA DOB: 010852 SOC: .....

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Sincerely,  
John Camper, Director  
Colorado Bureau of Investigation



**YAMPA VALLEY GOLF ASSOCIATION  
ANNUAL BOARD MEETING  
NOVEMBER 10, 2020**

The annual meeting of the Board of Directors of the Yampa Valley golf Association was held on November 10, 2020 at the Yampa Valley Golf Course Clubhouse. Board members present were: Secretary Jamie Eckroth, Dan Brown, Trini Loya, Dave Andujo, John Maneotis. Bud Bower and Gary Baysinger were absent. The Golf Pro -Scott Baliff, Brian Newkirk -Maintenance Supervisor were present. The members that were present were: Joe Brookshire, Dave Omailla, Mike Gush, Ann Irvin, Jeanie Maneotis, Pete Pleasant, Tom Knez, Helen Knez, Todd Trapp, Tom Gilchrist and Beth Gilchrist.

Secretary Jamie Eckroth called the meeting to order at 6:00 PM.

1. Minutes of the 2019 annual meeting

Jamie Eckroth asked John Maneotis to read the November 13th, 2019 minutes.

The minutes were read and there were no comments. Dan Brown made a motion to approve the November 13th, 2019 minutes. Dave Andujo seconded the motion, motion passed.

2. Election Results

Jamie Eckroth read the election results. Bud Bower received 38 votes, Mike Gush received 78 votes, Brandon Zimmerman withdrew from election(moving)

Write in votes: Linda Showalter received 64 votes, Shane Camiletti 2 votes, Randy Delay 1 vote, Ed Anderson 1 vote, and Dave Omailla 1 vote.

Secretary Jamie Eckroth asked for a motion to accept the results of the voting. John Maneotis made the motion and Dave Andujo seconded it. Motion passed. We seated Mike Gush and Linda Showalter as the newest board members.

Secretary Jamie Eckroth thanked outgoing President Bud Bower, Vice President Gary Baysinger.

John Maneotis made a motion to destroy the ballots. Dave Andujo seconded the motion. Motion passes.

3. Adjournment

There being no further business for the annual meeting, John Maneotis moved to adjourn and Trini Loya seconded, the meeting was adjourned.

**YAMPA VALLEY GOLF ASSOCIATION**  
**Monthly BOARD MEETING**  
**NOVEMBER 10, 2020**

The monthly meeting of the Board of Directors of the Yampa Valley golf Association was held on November 10, 2020 at the Yampa Valley Golf Course Clubhouse. Board members present were: Secretary Jamie Eckroth, Dan Brown, Trini Loya, Dave Andujo, John Maneotis, Mike Gush and Linda Showalter. The Golf Pro -Scott Baliff, Brian Newkirk -Maintenance Supervisor were present. The members that were present were: Joe Brookshire, Dave Omailla, Mike Gush, Ann Irvin, Jeanie Maneotis, Pete Pleasant, Tom Knez, Jim Showalter, Helen Knez, Todd Trapp, Tom Gilchrist and Beth Gilchrist.

Secretary Jamie Eckroth called the meeting to order at 6:30 PM.

1. Approval of the November 10, 2020 agenda  
Jamie Eckroth presented the agenda. We made some additions to the agenda adding Todd Trapp, Tom Gilchrist and Ann Irvin to speak. John Maneotis made a motion to approve the agenda with additions. Trini Loya seconded the motion. Motion passes
2. Approval of the October 13, 2020 Minutes. Dave Andujo made the motion to approve the minutes. John Maneotis seconded the motion. Motion passes
3. Board of Directors 2020-2021  
Jamie Eckroth - President, Dan Brown - Vice President, Linda Showalter - Treasurer, Mike Gush - Secretary, John Maneotis, Trini Loya, and Dave Andujo Board Director members
4. Todd Trapp- Cross Country  
Todd thanked the YVGA for allowing him to hold the Moffat County Cross Country meet at the course this year. He said the meet was a success and would like to hold a meet at the course for 2021. All board directors were in favor. Todd will get back with the board to discuss a future date for the 2021 meet.
5. Tom Gilchrist- Cross Country Skiing  
Tom was asking the board permission to look into ideas and costs associated with putting in groomed trails for cross country skiing at the course. The board said to go ahead and look into the options for cross country skiing. The board will look into the liability with our insurance company.
6. Ann Irvin- Dog Poop dispensers

Jeanie Maneotis donated dispensers for the course. Ann is asking for help putting up the dispensers on the course. Brian volunteered to take care of this matter. Ann said she would check on the dispensers over the winter.

7. Maintenance- Brian Newkirk

The course has been shut down and winterized.

Discussed problems with the intake on the front 9 pump house. All pumps have been pulled for the winter.

8. Treasurer's Report

Reports were not available for this meeting.  
We discussed what bills we had left for the season. The 2019 taxes have been filed. Jill and Denise are working on simplifying the financials.

9. Ladies Club Report

No report

10. Mens Club Report - Joe Brookshire

No Report

11. Proshop/Restaurant- Scott Ballif

The pro shop and restaurant will be closed tomorrow. Scott is finishing the inventory and winterizing the restaurant for the season.

Linda Showalter made a motion to purchase a jacket for Bud for all his great service. Trini seconded the motion. Motion passes

Dan made a motion to present Jane Henderson a gift certificate to use at the course for her hard work. Trini Loya made a motion and John Maneotis seconded the motion. Motion passes

12. Adjourn

Dan Brown made a motion to adjourn. Trini Loya seconded the motion. Motion passes

13. Executive Session [Policy 100.2, I, V]

Board of Directors  
as of November 12, 2020

<b>Position Held</b>	<b>Replaces</b>
President -Jamie Eckroth 1yr	Richard Bower
Vice President- Daniel Brown 1yr	Gary Baysinger
Treasurer- Linda Showalter 3yr	Trinidad Loya
Secretary- Michael Gush 3yr	Jamie Eckroth
BOD- John Maneoits 2yr	Don Smith
BOD- Trinidad Loya 2yr	
BOD- David Andujo 2yr	



300 West 4th Street  
Craig, Colorado 81625

January 26, 2021

Moffat County Commissioners  
221 West Victory Way, Suite 130  
Craig, CO 81625

RE: *Appointment of Representative to CURA Board*

To whom it may concern:

The purpose of this letter is to invite your participation in making an appointment to the Board of the Craig Urban Renewal Authority (“CURA”). The CURA will be adding four seats to its board, in compliance with Colorado Urban Renewal Law, C.R.S. §31-25-104(2.5).

Because the CURA is located within Moffat County, you have an opportunity to participate in appointing a representative to the CURA Board of Commissioners (the “CURA Board”).

The CURA has elected to move forward with appointments to the CURA Board in advance of the consideration of a new urban renewal plan. CURA will be considering a new urban renewal plan in 2021 and wants to ensure that the new CURA Board is in place, and that new board members have had the opportunity to be briefed prior to that date.

The purpose of this letter is to provide basic information regarding the appointment of new CURA commissioners. These appointments are anticipated to be for terms of five (5) years; however, certain appointments may be vacated if the appointee’s term on the originating board expires during that term.

Overview of Additional URA Board Appointments:

1. County — One (1) appointment is available to represent the counties within which the CURA’s boundaries lie. Therefore, Moffat County may appoint one member to fill this appointment. This board member does not need to be an elected County Commissioner.
2. School District — One (1) appointment is available to represent the interests of the Moffat County School District (“School District”). The School District may jointly appoint one member they choose to fill this appointment. This appointment must be filled by an elected member of the board(s) of education from a School District.

3. Special Districts — One (1) appointment is available to the special districts located within the CURA/municipal boundaries. This appointment must be filled by a member of an eligible special district board. The various special districts will need to agree among themselves on a single individual to be appointed to this seat as a member of the CURA board.
4. Mayoral Appointee — In the instance of an even number of CURA commissioners, as will be the case if the County, School districts and special districts each appoint a CURA commissioner, the Mayor of the City of Craig may appoint one (1) additional CURA commissioner to restore the CURA Board to an odd number of commissioners.

Timing and Process:

The expansion of the CURA Board should occur as soon as practical. We kindly request that the taxing districts provide the CURA Board with notice of their selected commissioner appointee no later than February 23, 2021. If no appointee is selected by the special districts, this CURA Board position will remain vacant until such time as an agreed-upon appointment occurs.

The Colorado Urban Renewal Law does not specify every step in this new process and does not prescribe the method by which the taxing districts select their appointee. The taxing districts must determine a method to reach consensus on their selected representative. A list of the taxing districts levying a mill levy within the CURA/municipal boundaries provided by the Moffat County Assessor is attached as Exhibit A-1.

If you have questions or comments, I welcome and encourage you to contact me at any time.

Sincerely,



Peter Brixius  
City Manager, City of Craig  
(970) 826-2023  
pbrixius@ci.craig.co.us

**EXHIBIT A-1**  
**Moffat County Special Districts**

<b>Tax District</b>	<b>Total mills:</b>	<b>81.736</b>
<b>Authority Name</b>	<b>Mills</b>	<b>Tax Rate</b>
Moffat County	23.907	29%
Moffat County School District RE-1	31.826	39%
Colorado Northwestern Community College District	3.004	4%
CRW	0.5	1%
City of Craig (C)	18.996	23%
Craig Fire District (F)	3.503	4%
<b>Total</b>	<b>81.736</b>	<b>100%</b>
<i>Source: Moffat County Assessor and GIS (updated 12-28-20)</i>		
<i>Note: 2020 levy year payable in 2021</i>		

12-11-2020

Erin Miller

I would like to be reconsidered  
for a position on the Maybell  
Community Board.

Thank you  
Kathy Ogle

970-272-9945

**Erin Miller**

---

**From:** Chip McIntyre <chipmcintyre@icloud.com>  
**Sent:** Friday, January 22, 2021 8:35 AM  
**To:** Erin Miller  
**Subject:** Maybell Community Board

Erin, I forgot to renew my position on the Maybell Community Board. If it's not to late I would like to do so, thanks.

Chip McIntyre  
970-623-0336

Sent from my iPhone

## Erin Miller

---

**From:** April McIntyre <mcintyreapril6@gmail.com>  
**Sent:** Monday, January 25, 2021 3:54 PM  
**To:** Erin Miller  
**Subject:** Re: Community Board

Okay perfect, I'd like to request that please.

Sent from my iPhone

> On Jan 25, 2021, at 3:53 PM, Erin Miller <[emiller@moffatcounty.net](mailto:emiller@moffatcounty.net)> wrote:

>  
> Yes, you can.  
>  
> Erin Miller  
> BOCC/Natural Resources Administrative Assistant Moffat County Facility  
> Coordinator  
> 221 West Victory Way, Suite 130  
> Craig, CO 81625  
> 970-824-5517  
> 970-824-9191 fax  
>  
>  
>  
>  
>  
>  
> -----Original Message-----  
> From: April McIntyre [<mailto:mcintyreapril6@gmail.com>]  
> Sent: Monday, January 25, 2021 3:53 PM  
> To: Erin Miller  
> Subject: Community Board  
>  
> Hi Erin,  
> I wasn't initially going to request to renew my seat, but it sounds like there wasn't a lot of interest. Can I still renew?  
>  
> April  
>  
> Sent from my iPhone



# MOFFAT COUNTY ROAD DEPARTMENT

## MOFFAT COUNTY ROAD DEPARTMENT 2021 CATTLE GUARD IRON BID RESULTS

Bidder	Total Bid
Power Source Services	\$ 31,300.00
Craig	
Craig Steel	\$ 31,750.82
Craig Steel	
Axis Steel	\$ 32,795.84
Craig	
Skyline Steel	\$ 37,144.28
Penrose, CO.	

On January 27th, we opened bids for our 2021 cattle guard iron. The low bidder was Power Source Services of Craig with a bid of \$31,300.00. Our annual budget for iron is \$25,000.00. I spoke with our cattle guard foreman, Dayton Dowling and we decided to reduce our order in order to meet budget. I spoke with Power Source Services and they indicated they couldn't get the mill to hold the quoted price. I then spoke to the next lowest bidder, Craig Steel. They can do the quantity reduction at their quoted price. After we make the adjustments the total from Craig Steel will be \$22,130.57. I recommend we accept the bid from Craig Steel.