

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

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, January 14, 2025

8:15 am Swearing-in Ceremony

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) December 31 (pgs 2-5)
- b) Board of Public Health: December 31 (pgs 6 & 7)

Resolutions:

- c) 2025-01: Payroll (pg 8)
- d) 2025-02: Official Newspaper (pg 9)
- e) 2025-03: Treasurer Depositories (pg 10)
- f) 2025-04: BCC Meeting Dates/Postings (pg 11)
- g) 2025-05: 2024 A/P (pg 12)
- h) 2025-06: A/P (pg 13)
- i) 2025-07: Payroll (pg 14)

Contracts & Reports:

- j) Treasurer's Reports (3) (pgs 15-20)
- k) Discharge Monitoring Report: Limestone Pit (pgs 21 & 22)
- l) Department of Human Services/Prather Productions services agreement (pgs 23-28)
- m) Salvage Metal contract w/X-Field Services (pgs 29-33)

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

Public Comment/General Discussion:

Board of County Commissioners

- 1) Announce Community Volunteer Board seat appointments (pg 34)
Commissioner Chair appointment



10:27 AM 1/13/2025

8:45 am

Public Hearing:

- 2) Planning & Zoning Department – Candace Miller
 - Review of proposed Zoning Regulation amendments (Article 2: pgs 35-40)
(Article 4: pgs 41-109)

Staff Reports:

- 3) Craig/Moffat County Airport – Candace Miller
 - Present Final Payment approval for Airport project – CR Contracting (pgs 110-112)
- 4) Fairgrounds – Kyler Scott
 - Request waiving bid process for replacement of roof under the Grandstands
 - Approve/award contract for replacement of roof under the Grandstands (pgs 113-122)

Adjournment

The next scheduled BOCC meeting will be Tuesday, January 28, 2025 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/MkrCbCgdU6s>

OR

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

**** Agenda is Subject to Change until 24 hours before scheduled Hearings****
The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings



10:27 AM 1/13/2025

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

December 31, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Cathy Nielson; Heather Brumblow; Dan Miller; Bruce White; Kyler Scott; Barry Barnes; Candace Miller

Call to Order
Pledge of Allegiance

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

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

Consent Agenda -

Review & Sign the following documents: (see attached)

Minutes:

- a) December 10

Resolutions:

- b) 2024-136: Payroll
- c) 2024-137: Transfer of Intergovernment Funds for the month of December
- d) 2024-138: Accounts Payable
- e) 2024-139: P-cards
- f) 2024-141: Intergovernment Funds transfer for the month of December

Contracts & Reports:

- g) Fairgrounds Skid Steer Lease w/Wagner
- h) Ratify:
 - Letter of Support for Memorial Regional Health Colorado Energy Office Grant
 - Memo of Understanding - Amendment #2 - CDEC/Department of Human Services

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

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

Public Comment/General Discussion:

No public comment

Commissioner Villard commented that she was looking forward to working with the board for another four years and wished everyone a Happy (and safe) New Year.

Craig/Moffat County Airport – Candace Miller

- Present Final Payment approval for Airport project (see attached)

Miller presented a letter requesting release of final payment to Oldcastle, dba United for the 2024 runway rehabilitation project at the Craig/Moffat County Airport. The Release of Final Payment legal notice was advertised twice in the Craig Press. No notices or claims of outstanding payments have been received. The final payment amount is \$341,410.36; this amount is reimbursed at 90% by FAA and 3.8% by CDOT. The final physical invoices will be received after FAA review. This project did come in \$1,000,000 under budget.

Villard moved to approve the final settlement to Oldcastle, dba United, for the 2024 runway rehabilitation project in the amount of \$341,410.36. Broom seconded the motion. Motion carried 3-0.

Road & Bridge Department – Dan Miller

- Bid Recommendation(s): (see attached)

- Dump Truck Box

Only one bid was received for a 10-cubic yard dump truck box. That bid was from Holman for \$89,112.28. Because the bid is over budget, the Road & Bridge Department management recommends that the bid not be accepted and that this be put out for bid again at a later date. The Board did not take any action on this item.

- Metal Salvage

Only one bid was received for 2025 Metal Salvage contract. That bid was from X-Field Services for \$31.00/ton. Miller recommended accepting the bid from X-Field Services.

Broom moved to accept the bid from X-Field Services for the 2025 Metal Salvage contract. Villard seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:**Finance Department – Cathy Nielson & Heather Brumblow**

- December Budget Supplemental (Resolution 2024-140 - see attached)

Bohrer read the Public Hearing protocol and declared the Public Hearing open. Nielson presented the December Budget Supplemental. The supplemental provides a chance for various departments to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

Budget supplemental requests by category:	
Unexpected Revenue	\$7,354,493.46
Transfers	\$690,364.41
Increase Spending Authority	\$248,796.33
Rollovers	\$1,684,424.61
Downward Supplemental	\$861,255.62
Total Adjustments	\$10,839,334.43

Contingency Account History	
Balance as of January 1, 2024	\$625,000.00
March Supplemental	\$5,500.00
July Supplemental	\$0.00
December Supplemental	\$0.00
Balance as of December 31, 2024	\$619,500.00

Emergency Reserve Account History	
Balance as of January 1, 2024	\$1,292,870.00
Balance as of December 31, 2024	\$1,292,870.00

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

Bohrer asked the audience if there was anyone that would like to speak either for or against the December Supplemental Budget. There was no testimony or comments.

Back in regular session, Broom moved to adopt Resolution 2024-140 to approve the December 2024 Budget Supplemental as presented. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:03 am

The next scheduled Board of County Commissioners meeting is Tuesday, January 14, 2025

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

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

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

December 31, 2024
10:00 am

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller; Becky Copeland; Heather Brumblow

Commissioner Bohrer called the meeting to order at 10 am.

Agenda Items – Topic:



Becky Copeland:

- STI Clinic Update

The first STI Testing Clinic was held on November 19th. Due to lack of advertising, no one showed up. The next clinic will be held on February 16, from 12-4 pm in the Public Health office. They will advertise more and also work with the college. There has been a recent uptick in STI's in Moffat County. The clinic will be a good informational and treatment resource.

- Proctored Testing for Food Safety Update

March 1st, 2025 a state law goes into effect that any facility that supplies/prepares/serves food has to have a certified Food Safety manager on every shift. Department of Public Health has brought the proctored testing to this area (Moffat/Routt/Rio Blanco), otherwise they would have to go to Grand Junction. The first class/testing session was offered on December 9 & 10 and a second session will be offered in February. They are trying to “amp” it up prior to the March 1st deadline, but will still continue to offer it after that.

- Gun Grant Update

Department of Public Health received a new gun safety grant in the amount of \$96,000. This will be put towards the purchase of gun safes, lock boxes, hunter safety courses and concealed carry classes. Copeland stated that they have had problems with the Post Office, getting the safes and other boxes delivered. They are trying to come up with a solution.

- KITE Program Update

The KITE (Kindergarten Immunization Training & Engagement) Program will begin on January 6th. The Department of Public Health had been asked to participate in this program by CU/Anschutz Medical Campus to develop campaigns geared to frontier/rural communities.

- Credible Minds Launch

This is a behavioral/mental health on-line platform for Rio Blanco/Moffat/Routt counties. It provides mental health services on-demand and lists resources available in the area.



Heather Brumblow:

- Finance Update
 - They are half way through the fiscal year and everything is on track
 - As of July, they still had three COVID grants left. At this point, they have approximately \$22,000 left in the last one.

There was further discussion about what to do with the mail situation.

The next quarterly meeting will be March 25, 2025 - 10 am

Meeting adjourned at 10:14 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2025-01
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 12/21/2024

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

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

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

Pay Date 1/3/2025

FROM FUND:			
General	0010.7000	\$243,095.34	cr
Road & Bridge	0020.7000	\$158,024.29	cr
Landfill	0070.7000	\$15,049.51	cr
Airport	0120.7000	\$363.48	cr
Library	0130.7001	\$10,753.63	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,776.46	cr
Mo Co Tourism	0320.7000	\$3,184.17	cr
PSC Jail	0072.7000	\$64,311.95	cr
Human Services	0030.7100	\$58,306.44	cr
Public Health	0065.7000	\$12,442.39	cr
SM I	0168.7000	\$4,344.60	cr
SM II	0169.7000	\$5,025.01	cr
TO FUND:			
Warrant	0100.1000	\$581,677.27	dr

Adopted this _____ day of _____ A.D. 2025

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

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

**Resolution 2025-02
Official Newspaper**

WHEREAS, in accordance with the laws of the State of Colorado, the County Commissioners are to designate the legal newspaper in the county whereby the County will publish the delinquent tax list;

AND WHEREAS, the legal newspaper for the county shall also publish all other legal notices of the county as may be required;

NOW THEREFORE BE IT RESOLVED, the official newspaper for Moffat County has been designated as: The Craig Press

ADOPTED, this 14th day of January 2025

Tony Bohrer, Chair
Board of County Commissioners

State of Colorado)
)S
County of Moffat)

I, Erin Miller, Deputy 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 14th day of January 2025

(Deputy) County Clerk and Ex-Officio to the
County Commissioners, Moffat County
State of Colorado; Stacy Morgan

Resolution 2025-03
Treasurer – Approved Depositories

WHEREAS, the County Commissioners are required by law to designate the depositories in which the county Treasurer shall invest County funds:

NOW THEREFORE BE IT RESOLVED, in accordance with C.R.S. 30-10-708, said Treasurer shall be instructed to keep county funds in the following approved Depositories of Investments: (Resolution may be amended with additional qualified fund designations as needed)

Bank of the San Juans
600 Yampa Avenue
Craig, Co 81625

Bank of Colorado
250 W. Victory Way
Craig, CO 81625

Yampa Valley Bank
435 Mack Lane
Craig, CO 81625

Colorado Surplus Funds Trust: Established under the rules of C.R.S. 24-75-701 et seq., as amended.

The County Treasurer is solely empowered to invest funds not immediately required to be disbursed, in the following funds:

COLO Trust
717 17th Street, Ste 1850
Denver, CO 80202

C. Safe
1600 Broadway, Ste. 1100
Denver, Co 80202

CSLIP
Centennial State
Liquid Investment Pool
1801 Broadway, Ste 434
Denver, CO 80202

Any Eligible Public Depositories that are currently on the PDPA (Public Deposit Protection Act) approved list of depositories

Adopted this 14th day of January 2025

Toy Bohrer, Chair
Board of County Commissioners

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

I, Erin Miller, Deputy 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.

**Resolution 2025 -04
Posting Meeting Dates**

WHEREAS, per C.R.S. 30-10-303, all meeting dates for the Board of County Commissioners shall be published;

AND WHEREAS, the Board of County Commissioners have determined that all meeting dates along with Board of County Commissioners schedules and agendas shall be posted in the main corridor of the Courthouse in a designated location, and on the County website.

AND WHEREAS, such special or emergency meetings shall be posted in the main corridor of the Courthouse and on the County website, as soon as said information is available.

AND WHEREAS, it is in the best interest of the public to be informed as timely as possible in the event a posted meeting is cancelled.

NOW THEREFORE BE IT RESOLVED said meeting dates shall be the second and fourth Tuesdays of each month. Any changes will be posted 24 hours ahead of time. In the event a meeting is cancelled, notice of such cancellation shall be posted as timely as possible.

Adopted this 14th day of January 2025.

Tony Bohrer, Chair
Board of County Commissioners

State of Colorado)
)§
County of Moffat)

I, Erin Miller, Deputy 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 14th day of January 2025.

(Deputy) Clerk and Ex-officio to
County Commissioners, Moffat County
State of Colorado; Stacy Morgan

RESOLUTION 2025-05
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2024

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

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

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

FROM FUND:	Check Date:	1/14/2025		
General	110	<u>\$113,350.21</u>	CR	0010.7000
Road & Bridge	200	<u>\$39,716.72</u>	CR	0020.7000
Landfill	240	<u>\$24,069.05</u>	CR	0070.7000
Airport	260	<u>\$956.92</u>	CR	0120.7000
Emergency 911	270	<u>\$73.81</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$3,507.65</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$1,317.18</u>	CR	0280.7000
Health & Welfare	720	<u>\$75,249.35</u>	CR	0080.7000
Senior Citizens	215	<u>\$718.02</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210	<u>\$5,851.53</u>	CR	0072.7000
Human Sevices	220	<u>\$1,647.82</u>	CR	0030.7100
Public Health	250		CR	0065.7000
Sunset Meadows I	910	<u>\$169.80</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$169.79</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$8,707.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$275,504.85</u>	DR	

Adopted this 14th day of January, 2025

Chairman

RESOLUTION 2025-06
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JANUARY 2025

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

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

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

FROM FUND:	Check Date:	1/14/2025		
General	110	<u>\$171,406.41</u>	CR	0010.7000
Road & Bridge	200	<u>\$369.25</u>	CR	0020.7000
Landfill	240	<u> </u>	CR	0070.7000
Airport	260	<u> </u>	CR	0120.7000
Emergency 911	270	<u> </u>	CR	0350.7000
Capital Projects	510	<u> </u>	CR	0160.7000
Conservation Trust	211	<u> </u>	CR	0060.7000
Library	212	<u> </u>	CR	0130.7001
Maybell Sanitation	610	<u> </u>	CR	0280.7000
Health & Welfare	720	<u>\$143,635.49</u>	CR	0080.7000
Senior Citizens	215	<u> </u>	CR	0170.7000
Internal Service Fund	710	<u>\$575.41</u>	CR	0325.7000
Lease Purchase Fund	410	<u> </u>	CR	0175.7000
NCT Telecom	520	<u> </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$24,595.00</u>	CR	0320.7000
PSC - JAIL	210	<u>\$1,797.98</u>	CR	0072.7000
Human Sevices	220	<u>\$3,851.15</u>	CR	0030.7100
Public Health	250	<u>\$12,523.08</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$4,563.20</u>	CR	0168.7000
Sunset Meadows I Security	910	<u> </u>	CR	0167.7000
Sunset Meadows II	920	<u>\$26,878.06</u>	CR	0169.7000
Sunset Meadows II Security	920	<u> </u>	CR	0171.7000
ACET	275	<u> </u>	CR	0040.7000
Shadow Mountain LID	530	<u> </u>	CR	0110.7000
MC Local Marketing District	231	<u> </u>	CR	0050.7000
To Fund				
Warrant		<u>\$390,195.03</u>	DR	

Adopted this 14th day of January, 2025

2025

Chairman

RESOLUTION 2025-07
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 1/4/2025

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

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

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

Pay Date 1/17/2025

FROM FUND:

General	0010.7000	\$264,060.65	cr
Road & Bridge	0020.7000	\$178,801.54	cr
Landfill	0070.7000	\$18,091.87	cr
Airport	0120.7000	\$397.78	cr
Library	0130.7001	\$11,900.54	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,247.54	cr
Mo Co Tourism	0320.7000	\$3,527.44	cr
PSC Jail	0072.7000	\$69,185.72	cr
Human Services	0030.7100	\$58,437.97	cr
Public Health	0065.7000	\$13,770.60	cr
SM I	0168.7000	\$4,550.69	cr
SM II	0169.7000	\$5,252.75	cr

TO FUND:

Warrant	0100.1000	\$635,225.09	dr
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Adopted this 14th day of January, A.D. 2025

 Chairman

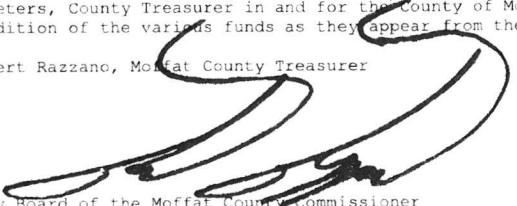
STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

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

2017 TREASURERS TAX DEED	240.98		111,070.17				-111,070.17			240.98
2010 TREASURER'S TAX DEED	4,283.42		395.73				-2,657.01			2,022.14
2024 TREASURER DEED'S	11,240.37		112.09				-300.00			11,052.46
GRAND TOTALS	67,417,325.73	31,849.11	3,686,844.55	0.00	207,708.99	2,583,858.77	-8,921,127.41	-30,633.16	-2,596,966.16	62,378,860.42

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 31st day of December 2024.

Robert Razzano, Moffat County Treasurer



Examined by Board of the Moffat County Commissioner

Tony Bohrer
Chairperson

Melody Villard

Donald Broom

SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
 JANUARY 01, 2024 THRU DECEMBER 31, 2024

FUND	REVENUES-----					DISBURSEMENTS-----			ENDING BALANCE	
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES		TRANSFERS-OUT
GENERAL FUND	32,292,459.12	8,765,806.49	10,926,152.48	-4,519.97		519,593.73		-685,891.55	-17,756,892.45	34,056,707.85
ROAD & BRIDGE FUND	10,987,138.53		6,859,903.28		1,021,130.80	373,218.08		-47,712.39	-8,472,516.04	10,721,102.26
DEPARTMENT OF HUMAN SERVICES	1,478,451.03	452,287.46	1,618,561.85	-260.62					-2,058,433.89	1,490,209.13
ACET	241,263.46		83,572.22						-56,100.29	268,735.39
MOFFAT COUNTY LOC MRKT DIST	839,198.93		341,031.20						-678,930.84	501,299.29
CONSERVATION TRUST FUND	225,480.51		57,644.88					-576.44	-139,607.38	142,941.57
MOFFAT COUNTY PUBLIC HEALTH	886,705.44	127,609.67	589,420.70	-90.98		805.09			-567,829.84	1,036,620.08
LANDFILL	1,839,753.30		1,119,603.09					-10,477.22	-1,132,640.90	1,816,238.27
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	723,587.26		1,212,361.23			1,909,990.00			-2,476,309.62	1,369,628.87
COUNTY HEALTH & WELFARE	3,294,704.99		4,762,559.85			8,396.03			-4,359,113.40	3,706,547.47
MEMORIAL REGIONAL HEALTH	564.11	1,211,484.32		-698.12		2,409.92	-1,212,217.55			1,542.68
WARRANT FUND - COUNTY	843,675.44					42,603,588.30	-42,942,987.89			504,275.85
SHADOW MTN LOCAL IMPROVE DIST	187,899.89		16,105.67						-18,650.92	185,354.64
AIRPORT FUND	328,992.05		5,260,797.44						-5,559,324.59	26,998.58
PUBLIC LIBRARY	304,825.56		31,149.71			371,049.59		-3,466.32	-400,116.40	306,596.97
COLO NORTHWEST COMM COLLEGE	9,903.26	1,320,915.06	288.55	-698.49	127,648.82	2,409.92	-1,436,759.58	-13,200.36		10,507.18
M C SCHOOLS RE#1 - GENERAL	112,681.68	11,674,558.88	28,328.39	-6,343.84	1,500,561.76	28,423.81	-13,187,918.10	-29,491.34		120,801.24
CAPITAL PROJECTS FUND	3,763,579.34		261,143.64			1,644,528.53			-3,360,098.69	2,309,152.82
PUBLIC SAFETY CENTER - CAP PROJ	547.34		11.67							559.01
NC TELECOM ESCROW ACCOUNT	255,995.72		10,227.58						-11,706.36	254,516.94
SUNSET #1 SECURITY DEPOSIT	18,859.16		4,082.00			518.69			-5,043.94	18,415.91
SUNSET MEADOWS #1	864,000.75		491,467.63			47,265.99			-543,535.21	859,199.16
SUNSET MEADOWS #2	280,545.51		560,419.83			1,167.50			-693,757.34	148,375.50
SENIOR CITIZENS CENTER - 15	102,887.98		106,651.12			240,637.00			-240,005.06	210,171.04
SUNSET #2 SECURITY DEPOSIT	17,239.79		4,520.00			315.40			-3,729.75	18,345.44
COURTHOUSE LEASE PURCHASE FUND	0.00					1,256,585.00			-1,256,585.00	0.00
SCHOOLS RE#1 - BOND	41.29	2,635,799.46		-1,475.83						3,133.73
CITY OF CRAIG	19,940.76	1,577,773.66		-4,115.01	131,211.38	40,468.81	-1,703,440.07	-31,199.53		30,640.00
TOWN OF DINOSAUR	522.95		31,013.93			2,100.58			-33,450.42	736.97
CAPITAL FUND - CITY OF CRAIG	1,164.84	149,302.38		-484.24	15,440.31	1,165.00			-2,970.54	1,084.35
ARTESIA FIRE PROTECTION DISTRICT	244.61	34,822.64			2,928.86				-36,058.67	203.58
CRAIG RURAL FIRE PROTECTION DIST	7,298.11	1,902,537.68		-835.64	95,707.26		-1,901,051.65	-94,900.45		8,755.31
MAYBELL IRRIGATION	3,783.25	20,557.31			2,097.48				-23,347.88	3,015.16
MAYBELL SANITATION	153,592.73		50,030.45						-75.00	180,578.39
COLO. RIVER WATER CONSERVATION	1,653.55	220,111.61	47.68	-116.82	21,271.03	399.13	-230,652.69	-10,971.91		1,741.58
YELLOW JACKET CONSERVANCY DIST.	50.53	6,279.91			665.83		-6,635.70	-313.82		46.75
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	0.00	8,446.09		2.24			-8,023.51	-420.36		4.46
MOFFAT COUNTY TOURISM -LODGING 19	219,960.05		172,355.36						-198,796.55	193,518.86
INTERNAL SER FUND-CENTRAL-DUP	96,067.73		11,390.68						-10,264.66	97,193.75
JUNIPER WATER CONSERVANCY DIST.	38,499.66		740.49						-7.41	39,232.74
HIGH SAVERY WATER DISTRICT	0.00	138.88	12,276.00							0.00
UPPER YAMPA WATER CONSERVANCY	2,257.78	290,722.50		6.03	29,203.51		-305,613.96	-14,530.96		2,044.90
911 FUND	708,938.01		219,320.29							762,800.51
ADVANCE TAXES - REAL ESTATE	60,693.16		79,459.37						-60,709.69	79,442.84
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	393,660.06		5,231,455.96						-5,111,094.06	514,021.96
CHECK CHANGE ACCOUNT	0.00		142,510.57						-142,510.57	0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		193,887.39						-193,887.39	0.00
PAYROLL EFT TAX PAYMENTS	0.00		4,100,789.53						-3,956,767.50	144,022.03
CRAIG DIST ADVISORY GRAZING BOARD	0.00		15,334.51						-15,181.16	0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		2,949,967.62						-2,949,967.62	0.00
COUNTY SALES & LEASES	0.00		50,522.23							0.00
MOTOR VEHICLE REGIST.	0.00		67,626.82							0.00
2023 TREASURERS TAX DEED	6,165.31		3,736.59						-9,418.07	483.83

2017 TREASURERS TAX DEED	0.00		127,240.93				-126,999.95			240.98
2010 TREASURER'S TAX DEED	3,712.59		4,172.43				-5,862.88			2,022.14
2024 TREASURER DEED'S	1,518.70		9,896.52				-362.76			11,052.46
GRAND TOTALS	61,838,705.82	30,430,167.93	47,788,765.43	-19,631.29	2,949,967.62	49,052,538.82	-78,405,933.79	-949,579.68	-50,306,140.44	62,378,860.42

I, Robert Razzano, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursements of the reports of my office, to the best of my knowledge and belief.

Respectfully submitted,

Robert Razzano, County Treasurer

The above and foregoing statement of the semi-annual condition of the funds of Moffat County, Colorado at the close of business December 31st 2024 is a true copy of the statement furnished the Board of County Commissioners by Robert Razzano, Treasurer of Moffat County, Colorado.

Tony Bohrer
Chairperson

Melody Villard

Donald Broom

SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
JULY 01, 2024 THRU DECEMBER 31, 2024

FUND	BEGINNING BALANCE	REVENUES-----					DISBURSEMENTS-----			ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	35,049,873.84	213,083.43	6,242,365.21	17.77		36,336.23		-145,431.10	-7,339,537.53	34,056,707.85
ROAD & BRIDGE FUND	10,164,726.61		3,725,888.07		482,007.66	367,687.36		-27,973.14	-3,991,234.30	10,721,102.26
DEPARTMENT OF HUMAN SERVICES	1,638,279.47	12,207.32	858,306.44	1.05		754.11			-1,019,339.26	1,490,209.13
ACET	313,504.16		-13,374.13						-31,394.64	268,735.39
MOFFAT COUNTY LOC MRKT DIST	606,261.34		188,014.51						-292,976.56	501,299.29
CONSERVATION TRUST FUND	228,213.18		26,280.80					-262.80	-111,289.61	142,941.57
MOFFAT COUNTY PUBLIC HEALTH	1,019,933.67	3,444.21	290,528.75	.37		717.09			-278,004.01	1,036,620.08
LANDFILL	1,840,806.46		720,825.32					-6,853.26	-738,540.25	1,816,238.27
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,864,560.17		625,691.06						-1,120,622.36	1,369,628.87
COUNTY HEALTH & WELFARE	4,066,572.05		2,315,554.97			8,396.03			-2,683,975.58	3,706,547.47
MEMORIAL REGIONAL HEALTH	316,150.74	32,698.22		2.76		2,020.83	-349,329.87			1,542.68
WARRANT FUND - COUNTY	392,955.06					23,191,774.00	-23,080,453.21			504,275.85
SHADOW MTN LOCAL IMPROVE DIST	191,475.16		3,204.94						-9,325.46	185,354.64
AIRPORT FUND	246,673.32		5,207,581.44						-3,011.32	26,998.58
PUBLIC LIBRARY	478,321.70		11,549.83						-115.50	306,596.97
COLO NORTHWEST COMM COLLEGE	327,246.89	32,709.70		2.77	60,253.40	2,020.83	-411,379.08		-347.33	10,507.18
M C SCHOOLS RE#1 - GENERAL	3,200,441.64	314,275.05	11,291.39	23.44	709,970.12	23,834.75	-4,137,901.10		-1,134.05	120,801.24
CAPITAL PROJECTS FUND	2,165,452.43		157,817.66			22,361.19				2,309,152.82
PUBLIC SAFETY CENTER - CAP PROJ	553.16		5.85							559.01
NC TELECOM ESCROW ACCOUNT	255,170.91		5,068.74						-5,722.71	254,516.94
SUNSET #1 SECURITY DEPOSIT	18,305.94		1,632.00						-1,522.03	18,415.91
SUNSET MEADOWS #1	775,193.57		248,481.38			47,115.99			-211,591.78	859,199.16
SUNSET MEADOWS #2	78,415.84		310,086.91			867.50			-240,994.75	148,375.50
SENIOR CITIZENS CENTER - 15	271,520.74		58,103.84						-119,453.54	210,171.04
SUNSET #2 SECURITY DEPOSIT	17,786.86		1,833.00						-1,274.42	18,345.44
COURTHOUSE LEASE PURCHASE FUND	0.00					401,125.00			-401,125.00	0.00
SCHOOLS RE#1 - BOND	687,505.51	71,140.78		4.95			-755,517.51			3,133.73
CITY OF CRAIG	263,000.36	107,828.11		-21.93	61,833.15	32,246.78	-432,141.45	-2,105.02		30,640.00
TOWN OF DINOSAUR	1,798.28	2,958.78			966.99	951.32	-5,880.67	-57.73		736.97
CAPITAL FUND - CITY OF CRAIG	29,980.98	12,688.64		-2.58	7,276.22		-48,611.20	-247.71		1,084.35
ARTESIA FIRE PROTECTION DISTRICT	2,100.76	1,704.03			1,366.04		-4,885.30	-81.95		203.58
CRAIG RURAL FIRE PROTECTION DIST	276,467.87	30,557.54		-4.54	45,028.69		-341,825.14	-1,469.11		8,755.31
MAYBELL IRRIGATION	8,821.44	4,087.94			991.08		-10,810.30	-75.00		3,015.16
MAYBELL SANITATION	171,011.14		22,182.14					-221.83	-12,393.06	180,578.39
COLO. RIVER WATER CONSERVATION	52,418.03	5,449.67		.46	10,038.89	334.69	-66,234.29	-265.87		1,741.58
YELLOW JACKET CONSERVANCY DIST.	2,564.53	56.65			313.32		-2,884.99	-2.76		46.75
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	644.51	966.67		2.24			-1,561.92	-47.04		4.46
MOFFAT COUNTY TOURISM -LODGING 19	170,624.01		94,532.60						-71,637.75	193,518.86
INTERNAL SER FUND-CENTRAL-DUP	97,201.51		4,998.85						-5,006.61	97,193.75
JUNIPER WATER CONSERVANCY DIST.	38,870.21		366.19						-3.66	39,232.74
HIGH SAVERY WATER DISTRICT	0.00	138.88	3,472.00				-3,610.88			0.00
UPPER YAMPA WATER CONSERVANCY	108,364.58	686.28			13,719.37		-120,691.61	-33.72		2,044.90
911 FUND	762,301.59		110,314.91						-109,815.99	762,800.51
ADVANCE TAXES - REAL ESTATE	120.15		79,322.69							79,442.84
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	504,903.45		2,684,954.13				-2,675,835.62			514,021.96
CHECK CHANGE ACCOUNT	0.00		8,562.20				-8,562.20			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		151,512.40				-151,512.40			0.00
PAYROLL EFT TAX PAYMENTS	0.00		2,185,305.52				-2,041,283.49			144,022.03
CRAIG DIST ADVISORY GRAZING BOARD	0.00		15,334.51				-15,181.16	-153.35		0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		1,393,764.93				-1,393,764.93			0.00
COUNTY SALES & LEASES	0.00		42,365.35						-42,365.35	0.00
MOTOR VEHICLE REGIST.	17,833.90		35,826.49						-53,660.39	0.00
2023 TREASURERS TAX DEED	1,640.11		1,455.79				-2,612.07			483.83

2017 TREASURERS TAX DEED	0.00		116,842.50				-116,601.52			240.98
2010 TREASURER'S TAX DEED	3,878.18		3,691.75				-5,547.79			2,022.14
2024 TREASURER DEED'S	1,518.70		9,896.52				-362.76			11,052.46
GRAND TOTALS	68,949,964.71	846,681.90	27,961,439.45	26.76	1,393,764.93	24,138,616.29	-36,184,982.46	-189,893.25	-24,536,757.91	62,378,860.42

I, Robert Razzano, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursements of the reports of my office, to the best of my knowledge and belief.

Respectfully submitted,


Robert Razzano, County Treasurer

The above and foregoing statement of the semi-annual condition of the funds of Moffat County, Colorado at the close of business December 31st 2024 is a true copy of the statement furnished the Board of County Commissioners by Robert Razzano, Treasurer of Moffat County, Colorado.

Tony Bohrer
Chairperson

Melody Villard

Donald Broom

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)
 NAME Moffat County Road Department
 ADDRESS P.O. Box 667
 Craig, CO 81626

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)
 (2-16) (17-19)

COG502063 PERMIT NUMBER
 001A DISCHARGE NUMBER

Form Approved.
 OMB No. 2040-0004
 Approval expires 05-31-98

FACILITY LOCATION Limestone Pit #10
 27250 CR 10, Maybell, CO

MONITORING PERIOD						
YEAR	MO	DAY	TO	YEAR	MO	DAY
2024	10	01	TO	2024	12	31
(20-21)		(22-23) (24-25)		(26-27)		(28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

PARAMETER (32-37)	X	(3 Card Only) QUANTITY OR LOADING (46-53) (54-61)			(4 Card Only) QUALITY OR CONCENTRATION (38-45) (46-53) (54-61)			NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
	SAMPLE MEASUREMENT									
	PERMIT REQUIREMENT									
	SAMPLE MEASUREMENT									
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	SAMPLE MEASUREMENT									
	PERMIT REQUIREMENT									

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER Tony Bohrer, BOCC Chair TYPED OR PRINTED	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.	TELEPHONE		DATE		
		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	970	824-3211	2025	01
		AREA CODE	NUMBER	YEAR	MO	DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)
 NAME Moffat County Road Department
 ADDRESS P.O. Box 667
 Craig, CO 81626

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)
 (2-16) (17-19)
 COG502063 002A
 PERMIT NUMBER DISCHARGE NUMBER

Form Approved.
 OMB No. 2040-0004
 Approval expires 05-31-98

FACILITY Limestone Pit #10
 LOCATION 27250 CR 10, Maybell, CO

MONITORING PERIOD
 FROM 2024 10 01 TO 2024 12 31
 (20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

PARAMETER (32-37)	X	(3 Card Only) QUANTITY OR LOADING (46-53) (54-61)			(4 Card Only) QUALITY OR CONCENTRATION (38-45) (46-53) (54-61)				NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)			
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS						
	SAMPLE MEASUREMENT													
	PERMIT REQUIREMENT													
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NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.						TELEPHONE		DATE				
Tony Bohrer, BOCC Chair								SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		970	824-3211	2025	01	14
TYPED OR PRINTED								AREA CODE	NUMBER	YEAR	MO	DAY		

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

**PURCHASE OF SERVICE CONTRACT
COLORADO WORKS PROGRAM
Prather Productions
January 1, 2025 – December 31, 2025**

1. THIS CONTRACT, made this 8th day of January, 202~~5~~ by and between the Moffat County Department of Human Services, hereinafter called "County" and Prather Productions, P.O. Box 415, Craig, CO 81626, hereinafter called "Contractor."
2. This contract will be effective from January 1, 2025 until June 30, 2025.

County agrees to purchase and Contractor agrees to provide Life Skills Services pursuant to this Contract as specified below and shall not exceed Eight Thousand Six Hundred and Forty Dollars and no Cents (\$8,640.00) through June 2025 (Exhibit F), specific to the eligible population as listed below. Similar contractual services provided to other populations or referred by other agencies and programs to the Contractor may not be billed under this Contract.

3. Purposes:

- Provide one-on-one support to assist individuals in identifying missing life skills that impact their ability to achieve long-term self-sufficiency.
- Assist individuals in developing a plan and identify resources and tools to address and overcome challenges as identified.
- Promote healthy relationship and financial outcomes, enabling individuals to enrich the lives of their family and reduce or eliminate utilization of public assistance programs.

4. Scope of Work:

- What
 - Provide to approximately 10 families individual sessions to identify and resolve challenges and behaviors that sabotage individual's ability to become self-supporting and stabilize healthy family units.
- Why
 - Increase independence and opportunities while strengthening family structures.
- Who
 - TANF eligible populations including those at or below \$75,000 annual income.
- Target Population
 - Individuals with long-term program participation and those who declare or demonstrate an inability to attain and/or maintain self-sufficiency.
- Eligibility Criteria
 - Current participants of Colorado Works Basic Cash Assistance having met all eligibility criteria.
 - Non-Colorado Works recipients who attest (Exhibit E) they are citizens or legal residents with dependent children and at or below \$75,000 annual income, including people who transition out of the Colorado Works Basic Cash Assistance program. Survey will be retained by the County.
- How/When/Where

- Individualized Class Plans (**Exhibit B**) will be established between the provider and participant following the initial assessment, utilizing the participant's initial Colorado Works Stepping Stones to Success (**Exhibit A**) as available and appropriate.
 - Life skill activities identified by the assessments and outlined on the action plans in these areas: Family Stability, Well-Being, Financial Health and Legal, Education/Training, Employment and Career Pathway. Specific activities may include, but are not limited to referrals to parenting classes, support for building healthy and sustainable relationships, budgeting assistance and training, establishing routines/schedules, nutrition (meal planning, shopping list, meal preparation).
 - Life Skills Services at a cost of \$90.00 per hour of service
 - No shows: No-shows are defined as not notifying the Contractor that they will not attend an appointment prior to 7:00 a.m. the day of the appointment. After 1 "no show," participant, case manager and contractor shall meet to decide whether to continue and make new commitments. After 2 "no shows," the same group will convene again to reconsider next steps, likely resulting in the participant's termination from the Contractor's program.
 - Report writing at \$90.00 per hour.
 - Class planning at \$90.00 per hour.
 - The county will reimburse \$90.00 each for no-show appointments, up to 3 occurrences.
 - Based upon the participants' need and availability, sessions may be provided at the individual's home, the County Department of Human Services, or another appropriate location.
 - Individuals will have the opportunity to explore and identify challenges they are experiencing that prevent sustained self-support and reoccurring crises.
 - Therapeutic tools, resources, and hands-on support through direct service and referral will be offered to assist individuals in establishing and reaching goals for self-support. The Contractor will send requests for these supports to the County for approval.
- TANF Purpose – Define which of the four purposes of TANF is being met (one or more)
 - Provide assistance to needy families so that children can be cared for in their own homes.
 - Reduce the dependence of needy parents by promoting job preparation, work and marriage.
 - Prevent and reduce the incidence of out-of-wedlock pregnancies.
 - Encourage the formation and maintenance of two-parent families.

5. Outcomes and Measurements

- Each family has an Individualized Action Plan in their file.
- All families will make progress monthly on the goals identified on their Stepping Stones Assessment (**Exhibit A**). Each family served will increase on at least one Stepping Stone to Success area quarterly, moving up the Stepping Stones to Success scale. The Contractor will document progress towards that motion monthly.

- o This will be measured at initial referral, monthly, and annually or at the end of the contract term using Stepping Stones to Success tool.
Participants referred will complete the initial assessment through the County. Colorado Works participants will be re-assessed by the County and non-Colorado Works by the Contractor based upon the referenced schedule. A copy of the completed assessments will be shared between the County and Contractor.
- o More than 25% of families served will receive fewer public benefits one year from date of referral. The County will determine this by reviewing the SNAP, Medicaid, Colorado Works, and other benefits received in the month they were referred to the Contractor and one year later.

6. County agrees:

- a. To determine eligibility.
- b. To provide Contractor with authorization regarding eligibility as the basis for services to be purchased.
- c. To provide Contractor with a signed release of information (**Exhibit G**).
- d. To provide Contractor with referral information including name, address and phone number of family, and educational information as appropriate to the referral.
- e. To provide Contractor with a copy of the Stepping Stones to Success for each referral and re-assessments and charting of progress.
- f. Make available additional referrals, support and services to participants when a need is identified and appropriate as outlined in the County Policy, and funding is available.
- g. Review monthly reports received to evaluate:
 - i. Did each family receive services?
 - ii. Do the services and skills taught match with one on their Stepping Stones to Success goals?
- h. To provide office space for meetings at no charge with a minimum of 2 weeks advance notice.
- i. To monitor the provision of contracted service.
- j. To pay Contractor after timely receipt of billing statements according to Paragraph 8 for services rendered satisfactorily and in accordance with this Contract. Due to county payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

7. Billing and Payment

- Invoice due date by the 7th of each month; reimburse allowable expenditures and no prepayments.

8. Contractor is an independent contractor and shall not be deemed to be an employee of the County for any purpose. Contractor shall provide all materials necessary to perform all services to be provided as described herein. The Contractor is expected to perform the duties at its own expense, receiving no additional reimbursements for expenses without prior approval from the County (i.e., computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.). In addition, the Contractor is responsible for all employment expenses of its employees, including tax

withholding, worker's compensation, unemployment, retirement, health insurance and other related costs.

9. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies.

Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services were authorized by County as described in Paragraphs 7 and 8.

10. Contractor agrees:
- a. Not to assign any provision of this Contract to a subcontractor.
 - b. Not to charge participants any fees related to services provided under this Contract.
 - c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
 - d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
 - f. To submit a billing statement by the 7th working day of the month following provision of service. Failure to do so may result in nonpayment.
 - g. To safeguard information and confidentiality of those served in accordance with the rules of the Colorado Department of Human Services, the County Departments of Human Services, and the laws of the United States and State of Colorado.
 - h. To provide County with reports on the provision of service as follows:
 - a. Within two (2) weeks of enrollment/participation, a Class Plan for the family with specific objectives and target dates must be provided to the County. The Contractor's Class Plan must support the Colorado Works Stepping Stones to Success.
 - b. Notify the County within 2 business days of any missed appointments or individual's refusal to participate.
 - c. On or before the 7th of each month, provide the County with the Monthly Activity Summary (**Exhibit C**) and Invoice (**Exhibit D**) and individual reports to include days/hours participating in an activity, progress, and barriers in achieving provisions of the plan. Submit all initial, monthly, and annual (or term-end) Stepping Stones to Success for all families served in the previous month.

- i. When the participant does not move up the scale in one or more of the focus areas, the Contractor will provide documentation of what progress was made towards advancing up the scale.
 - ii. Together, the County and Contractor will evaluate to determine ongoing services and terminate as appropriate.
- i. To provide any duly authorized representative of the Department or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.
- k. To have the knowledge, experience, and expertise to provide the services listed.
- l. To provide for and include supplies, travel, training, or other expenses in the rates listed above, and not to bill the County in excess of the hourly rates.
- m. Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with Section 8-40-101 and 8-70-101, *et. seq.*, as amended;

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

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

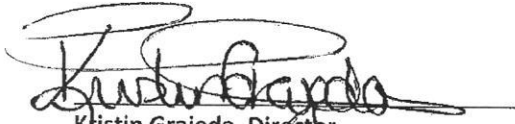
All insurance shall be issued by Company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the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

To the fullest extent permitted by law, Contractor waives any and all rights of recovery, claim, cause of action, or demands against the County for any loss, damage, or liability covered by insurance carried by Contractor. Contractor shall ensure that its insurance policies include a waiver of its insurers rights of subrogation against the County or any of its insurers.

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

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

CONTRACTOR


Kristin Grajeda, Director


Diane Prather, Prather Productions

DATE: 1/8/25

DATE: 1/8/25

MOFFAT COUNTY BOARD OF HUMAN SERVICES
and the
MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Chairperson

DATE: _____

CONTRACT OF SERVICES AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 2nd day of January, 2025, by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and X-Field Services, ("Contractor"), whose address is P. O. Box 1313 Craig, CO 81626.

WHEREAS, the Contractor has been selected to provide services; and

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

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

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

1. Scope of Work. The Contractor shall pickup and dispose of Salvage Metal and perform in a satisfactory and proper manner, as determined by the BOCC, the work identified in the January 1, 2025 Salvage Metal (Pickup and Disposal) Specifications, for the Moffat County Road and Bridge Department and Moffat County Landfill, attached to and incorporated in this Agreement by reference as "Exhibit A".

2. Time of Performance. Services of the Contractor shall commence on the 1st day of January, 2025, and shall be substantially completed on or before December 31, 2025 no matter the date of execution of this Agreement.

3. Compensation/Appropriation. Contractor shall pay the Moffat County Road Department for Salvage Metal Thirty One Dollars and Zero Cents (\$31.00) per ton for loads picked up at 822 E. 1st Street and shall pay the Moffat County Landfill for Salvage Metal Thirty-One Dollars and Zero Cents (\$31.00) per ton for loads picked up at 1806 County Road 107. Payments shall be sent to P.O. Box 667, Craig, CO 81626.

4. Method of Payment. Each load must be weighed and a scale ticket must be included with payment detailing date of pickup and total tons picked up at each location. **Payment must be made by the 20th of each month for loads picked up the previous month.**

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

6. Audits and Inspections. At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and

make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

7. Independent Contractor.

- A. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of nor have any contractual relationship with the BOCC.
- B. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- C. None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

8. No Assignment. The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

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

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

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

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

Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

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

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

12. Document Ownership - Works Made for Hire. All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

13. Termination for Cause. If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the

Contractor, the BOCC may withhold access to the containers until such time as the exact amount of payment due the BOCC from the Contractor is determined.

14. Termination for Convenience. The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If the Agreement is terminated for the convenience of BOCC, the Contractor shall pay for loads in accordance with Paragraph 3 of this Agreement, provided the loads are picked up within thirty days after said notice.

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

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

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

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

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

Road and Bridge Representative:

Dan Miller
Moffat County Road Department
P. O. Box 667
Craig, CO 81626

Contractor:

X-Field Services
P.O. Box 1313
Craig, CO 81626

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

Attest:

By: _____
Tony Bohrer, Chair

Clerk to the Board

CONTRACTOR:

By: _____
[Signature]

STATE OF COLORADO)
) ss.
COUNTY OF Moffat)

The foregoing instrument was acknowledged before me this 9 day of January, 2025, by Jessica Scott in their capacity as Administrative manager (title) of X Field Services.

MY COMMISSION EXPIRES: Sept 21 2027

ZOEY QUALE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234036213
MY COMMISSION EXPIRES SEPTEMBER 21, 2027

[Signature]

Notary Public

11. K. Mitchell-Randall and Bradley-Roth, LLP, 1500 East Lincoln, Suite 1000, Fort Collins, CO 80525

Board Appointment Summary
January 14, 2025

<u>BOARD</u>	<u>Appointed:</u>
Cemetery Board	Owen Grant Duke Duzik
Community Corrections Board	Debbie Belleville Mike Flannery Nele Cashmore
Employee Retirement Board	Bonnie Shirley
Housing Authority Board	Carol Preece Tom Mathers
Land Use Board	Miranda Kawcak Kymm Gresset
Library Board of Trustees	Gloria Devan
Local Marketing District	Wade Gerber Marshelle Gray
MCTA	Nikki Mowdy
Maybell Community Center Board	Casey Herod
Memorial Regional Health Board of Trustees	Denise Arola
<u>Boards with open seats:</u>	
Hamilton Community Center Board - 1	
Maybell Community Center Board - 1	
Maybell Volunteer Fire Dept Advisory Board - 1	
Planning & Zoning Commission - 2	
Tourism Association Board - 2	

ARTICLE II

INTERPRETATIONS AND DEFINITIONS

SECTION 200 - INTERPRETATIONS

For the purpose of this Resolution certain words and phrases used herein shall be defined or interpreted as follows:

1. Words used in the present tense include the future.
2. The word "person" includes a corporation as well as an individual.
3. The word "lot" includes "plot" or "parcel".
4. The word "shall" is mandatory.
5. "Occupied" or "used" shall be construed to also include "intended, arranged or designed to be occupied or used".

SECTION 205 - DEFINITIONS

Accessory Building: An auxiliary building or portion of a principal building, the use of which is incidental to that of the principal building. (Garage or building designed to contain garden equipment, etc.)

Accessory Use: A use customarily incidental and subordinate to the principal use.

Agriculture: The science or art of cultivating the soil, producing crops, and raising livestock or poultry.

Alley: A secondary public right-of-way upon which the rear of building lots generally abut and which is normally employed for service purposes only.

Bed & Breakfast Inn: A single-family dwelling that is maintained and operated by the property owner for the purpose of providing lodging and meals for compensation.

Boarding House, Rooming House or Dormitory: A building, other than a motel or hotel, where lodging or meals or both for 6 or more persons are provided for compensation.

Building: Any structure used or intended for supporting or sheltering any use or occupancy.

Building Height: The vertical distance measured from the grade line of the building to the highest point of the roof surface, if a flat roof; to the deck line, if a mansard roof; and to the average height level between eaves and ridge, if gable, hip, or gambrel.

Club: Any membership organization, including a lodge, catering exclusively to members and their guests and whose facilities are limited to meeting, eating and recreational uses and, further, whose activities are not conducted principally for monetary gain.

Country Club: A club operated in connection with outdoor recreational facilities.

Conditional Use: A use of land which is permitted in a particular zoning district only after review by the Planning Commission and approval by the County Commissioners to assure that it meets the criteria as outlined in Section 405.3, and which may have specific requirements, including time limitation and periodic review, as determined by the Planning Commission and the Board of County Commissioners.

Dwelling: A building designed or used as living quarters for one or more persons or families, but not including motels, hotels or boarding houses.

Dwelling Unit: A building or portion thereof providing complete housekeeping facilities for one person or one family. (Example: a duplex is a dwelling containing 2 dwelling units.)

Family: One or more individuals occupying a dwelling unit and living as a single housekeeping unit, but not a group of more than 5 unrelated persons.

Floodplain: An area of special flood hazard, as defined in the Floodplain Regulations for Moffat County.

Floor Area: For the purposes of this resolution, the sum of all the roofed-over floor area of a building, measured from its exterior walls.

Garage, Commercial Parking: A lot or structure where motor vehicles are parked or stored for remuneration, hire or sale.

Garage, Private: An accessory building or buildings on the same lot as a dwelling or dwellings, used for the storage of motor vehicles, also including carports.

Garage, Service and Repair: A building used for the maintenance, repair, or equipment of motor vehicles for remuneration.

Home Occupation: Any use conducted within a dwelling or accessory building and carried on by the inhabitants thereof for monetary gain. (Amended 8/31/84)

Junk Yard: A building, structure, or parcel of land or portion thereof; used for the collection and storage of waste paper, rags, scrap metal, wood, or other discarded material, or for the collecting, dismantling, storage, salvaging or demolition of vehicles, machinery or other materials, for retail or wholesale sale of the whole or parts thereof. (Amended 4/19/85)

Kennel: A building, structure or open space devoted wholly or partly to the raising, boarding or harboring of 6 or more cats or dogs that are over 6 months old.

Loading Space: A parking place, other than a public street, for the parking of commercial vehicles for the purpose of loading or unloading materials or merchandise.

Lot: Land occupied or designed to be occupied by a building, its secondary buildings and such unoccupied areas as are required under this Resolution, and having its principal frontage on a street, court or officially approved principal thoroughfare. A lot facing on an alley only shall not be employed as a location for dwellings.

Lot, Corner: A lot bordered on 2 adjacent sides by a street or streets whose turning angle or angle of intersection is less than 135 degrees.

Lot, Interior: A lot other than a corner lot.

Mineral Resource: An inanimate constituent of the earth in either solid, liquid or gaseous state which, when extracted from the earth, is usable in its natural form or is capable of conversion into usable form as a metal, metallic compound, a chemical, an energy source, or a raw material for manufacturing or construction material. The definition includes the following:

METALLICS

Precious and base-metals:

Gold
Silver
Copper
Lead
Zinc

Ferrous Metals:

Iron
Manganese
Molybdenum
Tungsten
Vanadium

Miscellaneous:

Beryllium
 Cobalt
 Nickel
 Niobium
 Tantalum
 Thorium
 Titanium
 Uranium
 Zirconium
 Rare earths

Smelter By-Products:

Antimony
 Arsenic
 Bismuth
 Cadmium
 Selenium
 Tellurium
 Tin

NON-METALLICS**Construction Material:**

Gravel
 Sand
 Limestone
 Dolomite
 Sandstone
 Alabaster
 Travertine
 Quartzite
 Gneiss
 Marble
 Granite
 Volcanic rock

Industrial Materials:

Abrasives
 Barite
 Feldspar
 Flourite
 Frac sand
 Gemstones
 Graphite
 Gypsum/Anhydrite
 Kaolin
 Limestone
 Mica

Pegmatite minerals

Peat
 Perlite
 Pyrite
 Quartz
 Silica sand
 Sulfur
 Vermiculite
 Volcanic ash

Lightweight Aggregate:

Perlite
 Pumice
 Scoria
 Welded tuff
 Vermiculite
 Shale
 Blast-furnace slag
 Fly ash cinders

Clay:

Fire clay
 Brick & tile clay
 Pottery clay
 Refractory clay
 Bentonite

Evaporites:

Salt (halite)
 Potash minerals
 Gypsum

Gases:

Helium
 Carbon dioxide

MINERAL FUELS AND ASSOCIATED RESOURCES

Coal
Oil
Natural Gas
Oil Shale
Rock Asphalt
Asphaltic Bitumens
Uranium
Peat

Mobile Home: A factory assembled structure, larger than 8' X 35', equipped with the necessary service connections and constructed to be readily movable as a unit on its own running gear and designed to be used as a dwelling unit, whether or not running gear has been removed.

Mobile Home Park: A mobile home park shall consist of 5 or more mobile homes located on a minimum of 5 acres and developed in accordance with Moffat County Subdivision Regulations for mobile home parks and the Colorado Department of Health sanitary standards and regulations for mobile home parks. (Amended 8/18/83)

Mobile Home Subdivision: An area of land subdivided for the placement of mobile homes in accordance with Moffat County Subdivision Regulations.

Multi-Family Residence: A building or buildings designed and used for occupancy by 3 or more families, all living independently of each other and having separate kitchen and toilet facilities for each family; i.e., apartment, condominium, or townhouse.

Multi-Family Residence/Communal: A building or buildings designed and used for occupancy by 3 or more families and having common kitchen and/or toilet facilities.

Natural Resource: Any animate or inanimate object on or within the crust of the earth, or in the atmosphere of the earth, that has aesthetic or economic value.

Non-Conforming: Failing to conform to one or more of the requirements of this Resolution.

Non-Conforming Use: A use or activity which was lawful prior to the adoption, revision or amendment of this Zoning Resolution, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the zoning district. (Amended 8/18/83)

Open Space: An area intended to be unoccupied and unobstructed by building from the ground upward.

Parking Area: An open area; or an enclosed structure or building; used exclusively for the temporary storage of motor vehicles.

Parking Space: That part of an area, exclusive of drives, turning areas or loading spaces, devoted to parking for one motor vehicle.

Parking, Off-Street: The area on private or public property designated to accommodate a parked motor vehicle and/or recreational vehicle, with adequate access to a public street.

Planned Unit Development (PUD): An area of land, controlled by one or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or a combination of the foregoing, the plan for which may vary in lot size, bulk, type of use, lot coverage, open space or other restriction from the existing land use regulations, except as related to density standards.

Predominant Setback: A setback line established on the basis of the average of existing front yard setbacks within a block frontage.

Public Building: Any building open to the general use, participation or enjoyment of the public and owned by a municipality, county, state or federal government or any subdivision thereof.

Public Safety Facilities: Fire, police and rescue stations, etc.

Public Utility: For the purpose of this Resolution: Transportation, transmission, distribution, and communication facilities or systems, and associated facilities or systems.

Reclamation: The employment, during and after the exploration for, development of, or transportation of a mineral or natural resource, of procedures reasonably designed to minimize as much as practical the disruption from the operation, and to provide for the rehabilitation of any surface resources adversely affected by the operation through the rehabilitation of plant cover, soil stability, water resources and other measures appropriate to the subsequent beneficial use of such reclaimed land, the result of which shall be that the affected area, and the adjacent area, are restored to a stable condition capable of supporting the use or uses which they were capable of supporting prior to the operation or an equivalent use suitable to the locality.

Seat: An individual chair designed to seat one person, or part of a bench designed to seat one person, but measuring at least 18 inches in width.

Setback Line: A line parallel to the property line beyond which no exposed portion of a building, including porches, decks and eaves, may extend, but excluding steps. Enclosed steps are not permitted within a side yard

Sewage Disposal System, Community: A system for the collection, treatment and disposal of sewage with a design capacity of 2,000 gallons or more per day, whether owned and operated by a municipality, district or owner's association.

Sewage Disposal System, Individual: A system for the collection, treatment and disposal of sewage with a design capacity, per State of Colorado Water Quality, of less than 2,000 gallons per day.

Sign and Outdoor Advertising Device: An object or device which is used for the primary purpose of conveying a message by means of letters, numbers, figures, symbols, colors or other similar means.

Single Family Residence: A detached building designed or used exclusively for the occupancy of one family and having kitchen and toilet facilities for only one family. This includes site-built and modular homes. This may include a zero-lot-line development with appropriate subdivision development standards. (Amended 2/29/84) Also includes manufactured homes which are partly or entirely manufactured in a factory, are not less than 24 feet in width and 36 feet in length, which are installed on an engineered permanent foundation, have brick, wood or cosmetically equivalent exterior siding and a pitched roof, and are certified pursuant to the "National Manufactured Housing Construction and Safety standards Act of 1974". (Amended 12/31/84)

Single Family Residence/Attached: A building designed or used exclusively for the occupancy of two families living independently of each other, and having separate kitchen and toilet facilities for each family; i.e., duplex or patio home. This includes site-built and modular homes. (Amended 2/29/84)

Solar Collector: For the purpose of this Resolution: Solar collector, heat pump, storage facilities and distribution components for space heating and cooling and water heating, whether attached or unattached to a structure.

Street: Any street, avenue, boulevard, road, lane, parkway, viaduct or other way for the movement of vehicular traffic, and including the land between street lines, whether improved or unimproved, and which may comprise pavement, shoulders, gutter, sidewalks, parking areas and other areas within the right-of-way.

Street, Principal: A Street on which the lots of a block or subdivision generally face.

Street, Side: A Street intersecting a principal street.

Structure: An assembly of materials forming a construction and including among others: Buildings, dwellings, stadiums, tents, reviewing stands, platforms, stagings, observation towers, radio and television towers, and display signs.

Temporary: Twelve months or less.

Travel Trailer: Any vehicle, 8' x 35' or less, self-propelled or towed by or on another vehicle, designed and used for temporary sleeping or dwelling purposes or for leisure time activities, including truck campers, camping vans, vacation trailer houses, boat trailers and tent trailers.

Travel Trailer Park: Any area used to park 2 or more travel trailers for purposes of rental space, developed in accordance with Moffat County Subdivision Regulations. The purpose for which any land, structure or building is designed, maintained or occupied.

Use-By-Right: Any use listed as a principal permitted use in these regulations in any given zone or district.

Water System, Community: A system for the collection, treatment, storage, and distribution of potable water to serve 4 or more dwellings or 2 or more commercial buildings, whether owned and operated by a municipality, district or owner's association.

Water System, Individual: A system for the collection, storage and distribution of potable water to serve no more than 3 dwellings or 1 commercial building.

Yard: The space on the same lot as a building or structure that is unoccupied and open to the sky.

ARTICLE IV

DISTRICT REGULATIONS

SECTION 400 - APPLICATION

Except as hereinafter provided in this section or by a variance granted by the Board of Zoning Adjustments:

1. No land shall be used or occupied unless the use conforms to the provisions of this Resolution.
2. No building or structure shall be erected, moved, or structurally altered within an urban development boundary established by an adopted master plan in the unincorporated area of the County unless a building permit has been issued by the County Building Inspector; and no permit shall be issued unless the proposed building or structure is in full conformance with the adopted County Building Codes and this Resolution. Outside of the urban development boundaries, the same building permit requirements shall apply, excluding buildings or structures used for private residential purposes of for the purpose of providing shelter for agricultural implements, farm products, livestock or poultry. Notwithstanding the foregoing exclusions; mechanical (excluding free standing wood and coal stoves, fireplace inserts and furnaces fired by natural gas) plumbing and electrical permits shall be required for all buildings or structures erected, moved, or structurally altered within the unincorporated area of the County. All Building Permits shall be filed with the County Building Inspector and shall be available for examination by the public. (Amended 12/10/85)
3. No building or structure shall hereinafter be erected or altered:
 - a) To exceed the height;
 - b) To accommodate or house a larger number of families; or
 - c) To have a narrower or smaller rear yard, front yard, side yard, or other open space, than is herein permitted in the district in which the building or structure is located.
4. No part of a yard or loading area, or open space needed by a building or structure to meet the requirements of this Resolution may be included in whole or part in meeting the requirements of any other building or structure.
5. No yards or lots existing at the time of the adoption of this Resolution shall hereinafter be reduced below the minimum dimensions or areas required by this Resolution.

SECTION 405 - CRITERIA

Permitted, conditional, temporary and accessory uses are listed for each district. The following criteria for each type of use shall apply:

SECTION 405.1 - PERMITTED USES

The listed uses are the principal use-by-right in the districts in which they are enumerated.

SECTION 405.2 - ACCESSORY USES

The listed uses are permitted in each district in which they are enumerated, provided that they are identical to and on the same premises as a permitted use.

SECTION 405.3 - CONDITIONAL USES (Amended 8/31/84)

The listed uses are permitted in the district in which they are enumerated, provided that a Conditional Use Application has been approved and the permittee continues to abide by the conditions specified in the application. The approved application shall list those conditions and requirements determined to be necessary to protect the health, safety and welfare of the inhabitants of the area and the County.

The Planning Commission and the Board of County Commissioners shall consider the following in making their determination in approving or denying a Conditional Use Application:

1. Compatibility with existing uses in the area.
2. Physical separation from similar or dissimilar uses on the same property.
3. Impact on traffic volume and safety.
4. Impact on utilities and sanitary facilities.
5. Impact upon the established character of the neighborhood or the zone district.
6. Conformance with the property development standards of the district.
7. Production of any offensive noise, vibration, smoke, dust, odors, heat, glare, or unsightly aspects at or beyond the property line.
8. Interference with airport approach zones or with electronic transmissions.
9. Scarring of the land and soil which would leave denuded slopes, soil piles, holes or pits, or ruined areas of natural beauty, without recourse to a reclamation plan and a performance bond sufficient to guarantee reclamation of the land.

The denial of a Conditional Use Application shall be based upon a finding that one or more of the foregoing concerns constitute a significant adverse effect and cannot be reasonably mitigated by a specific condition, restriction, or requirement. An approved Conditional Use Application will normally run with the land and without time limitation, unless specifically noted otherwise.

Conditional Use Applications shall be reviewed by the Planning Commission for recommendation to the Board of County Commissioners. At least 15 days prior to the date of hearing before the Board of County Commissioners, notice shall be sent by letter to the owners of the subject property and to all owners of property adjacent to the boundaries of the proposed conditional use, as shown on the last preceding tax roll, indicating the date of hearing, the boundaries of the subject property, and a description of the proposed conditional use. A "Certificate of Mailing by Regular Mail" shall be filed with the County Clerk as evidence that said noticing was completed in conformance with this section. Errors in the giving of notice, or the failure of any person to receive notice, shall not invalidate any proceedings requiring notice. Mobile home applications and home occupations conducted within an area not exceeding 150 square feet are excepted from this noticing requirement.

The Planning Director is authorized to review and approve Conditional Use Applications for mobile homes, home occupations conducted within an area not exceeding 150 square

feet, and seismic exploration projects. The Director shall notify the Planning commission of all applications thus approved and shall refer those applications he considers of special concern to the Planning Commission and/or Board of County Commissioners for their review and determination. (Amended 8/31/84)

SECTION 405.4 - TEMPORARY USES

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

SECTION 410 – “A” – AGRICULTURE DISTRICT

The "A" District is intended to be an exclusive district for agriculture and those other related uses which are a necessary and integral part of the agricultural operation. This District is intended to protect the agricultural community from encroachment of non-agricultural uses which, by their nature, would be injurious to the physical and economic well-being of agriculture.

The minimum lot size that may be created within the "A" District shall be 5 acres. All regulations of this District are deemed necessary for the protection of agriculture and for the securing of the health, safety and general welfare of the residents.

SECTION 410.1 - PERMITTED USES

The following uses shall be permitted in the "A" District. All uses shall be subject to the Property Development Standards in Section 410.5.

1. Farming, forestry, agriculture and related buildings, structures and uses.
2. Confined or intensified agriculture.
3. Dairy or feed lot.
4. Single family residence.
5. Multi-family residence/communal.
6. Child care facility for no more than 4 children.
7. Church and Sunday School.
8. Sale of products that are raised produced and processed on the premises.
9. Stable and riding academy.
10. Exploratory drilling, production drilling or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with the noticing provisions of Section 485-7. (Amended 8/18/83)
11. Mobile Home, if located outside of the urban development boundaries established by an adopted master plan in the unincorporated area of the County. (Amended 12/10/85)
12. Such other uses as the Director may classify as consistent with the provisions of Section 410 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 410.2 - PERMITTED ACCESSORY USES

The following uses shall be permitted in the "A" District:

1. Accessory buildings, structures or uses which are in addition to and in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, recreational vehicles, trucks and agricultural equipment, including hazardous commercial vehicles, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
3. Solar collector designed to supply energy for use on the premises.
4. Wind generator designed to supply energy for use on the premises.
5. Aircraft landing strip. Such use shall be located in minimum of 200 feet from any exterior property line, shall be approved for airspace clearance and designated as a "private non-public use (R) airfield" by the Federal Aviation Administration, and shall be for the private noncommercial use of the owner(s) or lessee(s) of the

property upon which the facility is located. Such use may include buildings erected for aircraft storage and servicing. (Amended 8/31/84)

SECTION 410.3 - CONDITIONAL USES

The following uses may be permitted in the "A" District, subject to a Conditional Use Permit, as provided for in section 405.3:

1. Cemetery and crematorium.
2. Licensed child care facility for 5 or more children.
3. Fur farm, veterinarian office and hospital, and boarding kennel.
4. Garage for the storage, maintenance and repair of public vehicles. Such vehicles must be for the exclusive use of a municipality, county, state, or federal government, or a subdivision thereof.
5. Medium security correctional facility. (Amended 2/29/84)
6. Bed & Breakfast Inn, in accordance with the conditions and provisions of Section 485.9.
7. Golf Course, country club, riding club or gun club.
8. Home Occupation. (Amended 7/30/93)
9. Hospital or similar institution.
10. Junk yard, including auto wrecking, when surrounded by an 8-foot screening fence. (Amended 8/18/83)
11. Logging.
12. Mineral or natural resource exploration, extraction and associated facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
13. Mobile home, if located within an urban development boundary established by an adopted master plan in the unincorporated area of the County. (Amended 12/10/85)
14. Non-agricultural buildings not in conformance with the County's Building Code.
15. Nursing home or rest home.
16. Park and playground.
17. Public buildings, as defined in this Resolution. (Amended 8/18/83)
18. Public recreation areas and facilities.
19. Public safety facilities, as defined in this Resolution. (Amended 8/18/85)
20. Public utilities, as defined in this Resolution.
21. Radio and television transmitting and receiving station and tower.
22. Retail convenience store, only to serve surrounding agriculture, residential, or recreational uses, including the retail sale of gasoline and oil products.
23. School.
24. Sewage disposal plant, water treatment plant, or waste disposal site.
25. Travel trailer park, developed in accordance with the County Subdivision Regulations.
26. Aircraft landing strip. Such use shall be located a minimum of 200 feet from any exterior property line, shall be approved for airspace clearance and designated as a "private non-public use (R) airfield" by the Federal Aviation Administration, and shall be for the private use of the owner(s) or lessee(s) of the property upon which the facility is located. Such use may include buildings erected for aircraft storage and servicing and may include commercial uses. (Amended 8/31/84)
27. Utility Airport. Such use shall be located on property sufficient to meet the design criteria established by the Federal Aviation Administration for utility airports and shall be designed by a registered engineer experienced in airport design. Utility airports may be designated for private non-public use or for public use, and may include commercial uses. (Amended 8/31/84)

28. Such other uses as the Director may classify as consistent with the provisions of Section 410 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.
29. Restaurant, bar, convenience store, service station, motel, cabins, travel trailer park, and campgrounds, when such facilities are clearly intended to serve the traveling public or short-term recreational uses and when such uses are located in an area isolated from any potentially conflicting residential or agricultural uses. (Director's classification 7/14/86)

SECTION 410.4 - TEMPORARY USES

The following uses may be permitted in the "A" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Carnival, circus, bazaar, or fair. Time limit: 2 weeks.
3. Tent meeting or crusade. Time limit: 2 weeks.
4. Parking for another temporary use. Time limit: same as temporary use for which it is required.
5. Concrete or asphalt batching plant. Time limit: 6 months. (Amended 5/30/86)
6. Signs erected only for political campaigns. Time limit: 2 months.
7. Building or use, not otherwise in violation of this Zoning Resolution or State and County Health and safety Regulations, established to conduct business for an interim period while plans are finalized and permits sought for a permanent use. Time limit: 6 months. (Amended 5/30/86)
8. Dwellings, not otherwise in violation of this Zoning Resolution or State and County Health Safety Regulations, erected to provide temporary shelter for workers employed at a temporary work site. Time limit: 12 months. (Amended 5/30/86)

SECTION 410.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "A" District:

1. **Lot Size:** Each lot or parcel hereafter created shall have a minimum net area of 5 acres. A non-conforming lot or parcel of record under separate ownership at the time it became non-conforming may be used or occupied by any use permitted in this District. An existing parcel of land under one ownership, when both portions of the parcel are substandard as to lot size, shall be considered as 2 separate lots under the provisions of this Section. The restrictions of this Section pertaining to creating a parcel of land less than 5 acres in net area shall not apply to divisions of land by succession, will, partition, proceedings, sale on execution, or other division by operation of law.
2. **Population Density:** One dwelling may be constructed or placed on each parcel, except that additional dwellings may be permitted, subject to approval of a Conditional Use Permit. (Amended 8/31/87)
3. **Building Height:** No building hereafter erected in this District may exceed 35 feet in height. Non-dwelling structures, accessory farm buildings, flagpoles, chimneys,

smokestacks, and radio and television masts are exempted, provided that the vertical height of the structure shall not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.

4. **Building Floor Area:** Each dwelling hereafter erected or constructed in this District shall have a minimum floor area of 200 square feet. Dwelling units erected for the sole purpose of seasonal or recreational use shall be exempt from the requirements for an engineered foundation, energy code, running water, heat and a functional bathroom & kitchen, provided that the unit will not be used more than 6 months out of the year and has a “footprint” of less than 1200 sq. ft. A “porta-john”, composting toilet or approved outhouse is required. (Amended 6/14/01 – Resolution #2004-50).
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** Each lot shall have front yard setbacks of not less than 30 feet, as measured from the street right-of-way line, or 60 feet as measured from the street center line, whichever is greater.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 10 feet from the property line for residential structures. For non-residential structures there is no side yard setback requirement.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 10 feet from the property line for residential structures. For non-residential structures, there is no rear yard setback requirement.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures shall conform to the required yard setbacks.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
6. **Fences, Hedges, Walls and Corrals:** Fences, hedges, walls and corrals shall be permitted on or within all rear, side and front property lines, providing that a clear field of view is not obstructed for vehicles traveling on public roads or entering from private access roads.
7. **Off-Street Parking:** Off-street parking shall be provided sufficient to eliminate the parking of vehicles or equipment within the public right- of-way.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.
9. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions of Section 480.
10. **General Conditions:** Section 485-3, -4, -6 and -7 of the General Conditions applies in the Agricultural District.

SECTION 415 - "R-R" - RURAL RESIDENCE DISTRICT

The "R-R" District is intended to create or preserve rural or large lot residential home sites where a limited range of agricultural activities may be conducted. The "R-R" District is intended to be applied in areas where each lot has direct access to a dedicated public right-of-way.

The minimum lot size that may be created within the "R-R" District shall be 3 acres where individual water and septic systems are provided; 2 acres where a community water or sewage system is provided; and 1 acre where both community water and sewage systems are provided.

All regulations for this District are deemed necessary for the protection of the quality of the residential environment and for the securing of the health, safety and general welfare of the residents.

SECTION 415.1 - PERMITTED USES

The following uses shall be permitted in the "R-R" District. All uses shall be subject to the Property Development Standards in Section 415.5.

1. Single family residence.
2. Farming and truck gardening.
3. Livestock and poultry for family use or consumption, but in no case for commercial purposes. Such uses shall not create a public health hazard. (Amended 8/18/83)
4. Child care facility for no more than 4 children.
5. Exploratory drilling, production drilling or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with the noticing provisions of Section 485-7. (Amended 8/18/83)
6. Such other uses as the Director may classify as consistent with the provisions of Section 415 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.
7. Mobile Home, if located outside of the urban development boundaries established by an adopted master plan in the unincorporated area of the County. (Amended 12/10/85)

SECTION 415.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "R-R" District, subject to the property Development Standards in Section 415.5:

1. Any accessory building, structure or use which is in addition to and in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, light trucks, recreational vehicles, and one non-hazardous commercial vehicle, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
3. Solar collector designed to supply energy for use on the premises.

SECTION 415.3 - CONDITIONAL USES

The following uses may be permitted in the "R-R" District, subject to a Conditional Use Permit, as provided for in Section 405.3:

1. Church and Sunday School.
2. Licensed child care facility for 5 or more children.
3. Golf course and country club.
4. Home Occupation. (Amended 7/30/93)
5. Hospital or similar institution.
6. Mineral or natural resource exploration, extraction and associated facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
7. Mobile Home, if located within an urban development boundary established by an adopted master plan in the unincorporated area of the County. (Amended 12/10/85)
8. Park and playground.
9. Private club, fraternity or lodge, except those of which the chief activity is a service customarily performed as a business.
10. Public building, as defined in this Resolution.
11. Public safety facility, as defined in this Resolution.
12. Public utility, as defined in this Resolution.
13. Planned Unit Development - (PUD) developed in accordance with the provisions of Section 485-2.
14. School.
15. Wind generator or other energy collection device in excess of 35 feet in height, and designed to supply energy for use on the premises.
16. Travel trailer parks, developed in accordance with Moffat County Subdivision Regulations.
17. Such other uses as the Director may classify as consistent with the provisions of Section 415 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 415.4 - TEMPORARY USES

The following uses may be permitted in the "R-R" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
3. Signs erected for political campaigns. Time limit: 2 months.

SECTION 415.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "R-R" District:

1. **Lot Size:** Each lot or parcel hereafter created shall abut a dedicated public right-of-way constructed to County standards, and shall have a minimum net area of 3 acres with individual water and septic, 2 acres with community water or sewer, or 1 acre with community water and sewer. The minimum lot width shall be 150 feet for 3 acre lots, 100 feet for 2 acre lots, or 60feet for 1 acre lots.

A non-conforming lot or parcel of record under separate ownership at the time it became non-conforming may be used for or occupied by any use permitted in this District.

2. **Population Density:** One dwelling may be constructed or placed on each lot, except that additional dwellings may be permitted, subject to approval of a Conditional Use Permit. (Amended 8/31/87)
3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** Each dwelling hereafter erected or constructed in this District shall have a minimum floor area of 200 square feet. Dwelling units erected for the sole purpose of seasonal or recreational use shall be exempt from the requirements for an engineered foundation, energy code, running water, heat and a functional bathroom & kitchen, provided that the unit will not be used more than 6 months out of the year and has a “footprint” of less than 1200 sq. ft. A “porta-john”, composting toilet or approved outhouse is required. (Amended 6/14/01 – Resolution #2004-50).
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** Each lot shall have front yard setbacks of not less than 30 feet, as measured from the street right-of-way line, or 60 feet as measured from the street center line, whichever is greater.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 10 feet from the property line.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 10 feet from the property line.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures shall conform to the required yard setbacks.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
 - f. **Corner Lots:** The side adjacent to the street shall have the same setback as the front yard. No solid fence, wall, tree, hedge or shrubbery over 3 feet in height shall be permitted within the triangular area of a corner lot formed by two lines extending 15 feet from the corner along the front and side property lines and a connecting diagonal line measuring 21.2 feet long, in order to provide a clear field of view of crossing traffic for vehicles negotiating the intersection. (Amended 8/18/83)

6. **Fences, Hedges, Walls and Corrals:** Fences, hedges, walls and corrals shall be permitted on or within all rear, side, and front property lines, providing that a clear field of view is not obstructed for vehicles traveling on public roads or entering from private access roads.
7. **Off-Street Parking:** Two parking spaces are required per dwelling unit. Additional off-street parking shall be provided sufficient to eliminate the parking of vehicles or equipment within the public right-of-way.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.
9. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions in section 480.
10. **General Conditions:** General conditions, as provided in Section 485, shall apply to the "R-R" District.

SECTION 416 "R-C" - RURAL COMMUNITY DISTRICT

The "R-C" District is intended to create or preserve semi-rural residential homesites on lots not less than 8,000 square feet in areas where a limited range of agricultural activities may be conducted. The District is intended for rural population centers where a variety of residential uses are desired, but at densities less intensive than in urban areas. The District is intended to be applied in areas where each lot abuts a dedicated right-of-way and where a community water or sewage system is provided. All regulations for this District are deemed necessary for the protection of the quality of the residential environment and for the securing of the health, safety and general welfare of the residents.

SECTION 416.1 - PERMITTED USES

The following uses shall be permitted in the "R-C" District. All uses shall be subject to the Property Development Standards in Section 416.5.

1. Single family residence.
2. Single family residence/attached.
3. Multi-family residence.
4. Farming and truck gardening.
5. Livestock and poultry for family use or consumption, but in no case for commercial purposes. Such uses shall not create a public health hazard.
6. Child care facility for no more than 4 children.
7. Exploratory drilling, production drilling, or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with the noticing provisions of Section 485-7. (Amended 8/18/83)
8. Such other uses as the Director may classify as consistent with the provisions of Section 416 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 416.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "R-C" District, subject to the Property Development Standards in Section 416.5:

1. Any accessory building, structure or use which is in addition to and in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, light trucks, recreational vehicles, and one non-hazardous commercial vehicle, for use in conjunction with any permitted use or approved conditional use in the District.
3. Solar collector designed to supply energy for use on the premises.

SECTION 416.3 - CONDITIONAL USES

The following uses may be permitted in the "R-C" District, subject to a Conditional Use Permit, as provided for in Section 405.3:

1. Church and Sunday School.
2. Licensed child care facility for 5 or more children.
3. Golf course and country club.

4. Home Occupation. (Amended 7/30/93)
5. Hospital or similar institution.
6. Mineral or natural resource exploration, extraction and associated facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
7. Mobile home, providing that the owner of the mobile home owns the lot on which it is placed. (Director's Classification 9/14/84)
8. Park and playground.
9. Private club, fraternity or lodge, except those of which the chief activity is a service customarily performed as a business.
10. Public building, as defined in this Resolution.
11. Public safety facility, as defined in this Resolution.
12. Public utility, as defined in this Resolution.
13. Planned Unit Development - (PUD) developed in accordance with the provisions of Section 485-2.
14. School.
15. Wind generator or other energy collection device in excess of 35 feet in height, and designed to supply energy for use on the premises.
16. Such other uses as the Director may classify as consistent with the provisions of Section 416 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 416.4 - TEMPORARY USES

The following uses may be permitted in the "R-C" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
3. Signs erected for political campaigns. Time limit: 2 months.

SECTION 416.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "R-C" District:

1. **Lot Size:** Each lot or parcel hereafter created shall abut a dedicated public right-of-way constructed to County standards, and shall have a minimum net area of 8,000 square feet. Community water or sewer service is required. The minimum lot width shall be 50. Within existing platted townsites the minimum lot area shall be 6,000 square feet.

A non-conforming lot or parcel of record under separate ownership at the time it became non-conforming may be used for or occupied by any use permitted in this District.

2. **Population Density:** One dwelling may be constructed or placed on each 4,500 square feet of net lot area.

3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** Each dwelling hereafter erected in this District shall have a minimum floor area of 200 square feet. (Amended 07-19-16 – Resolution #2016-75).
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** Each lot shall have front yard setbacks of not less than 20 feet, as measured from the street right-of-way line, or 50 feet as measured from the street center line, whichever is greater.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 5 feet from the property line.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 15 feet from the property line or 5 feet from a dedicated alley.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures located 70 feet or more from the front property line may be located on the side or rear property line or 5 feet from a dedicated alley.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
 - f. **Corner Lots:** The side adjacent to the street shall have the same setback as the front yard. No solid fence, wall, tree, hedge or shrubbery over 3 feet in height shall be permitted within the triangular area of a corner lot formed by two lines extending 15 feet from the corner along the front and side property lines and a connecting diagonal line measuring 21.2 feet long, in order to provide a clear field of view of crossing traffic for vehicles negotiating the intersection. (Amended 8/18/83)
6. **Fences, Hedges, Walls and Corrals:** Fences, hedges, walls and corrals shall be permitted on or within all rear, side, and front property lines, providing that a clear field of view is not obstructed for vehicles traveling on public roads or entering from private access roads.
7. **Off-Street Parking:** Two parking spaces are required per dwelling unit. Additional off-street parking shall be provided sufficient to eliminate the parking of vehicles or equipment within the public right-of-way.
11. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.
12. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions in section 480.
13. **General Conditions:** General conditions, as provided in Section 485, shall apply to the “R-C” District.

SECTION 420 "R-1" - LOW DENSITY RESIDENTIAL DISTRICT

The "R-1" District is intended to provide for the development of single family residential homes at urban standards on lots not less than 6,000 square feet in area. Community water and sewer systems are required. All regulations for this District are deemed to be necessary for the protection of the quality of the residential environment and for the securing of the health, safety and general welfare of the residents.

SECTION 420.1 - PERMITTED USES

The following uses shall be permitted in the "R-1" District. All uses shall be subject to the Property Development Standards in Section 420.5.

1. Single family residence.
2. Child care facility for not more than 4 children.
3. Exploratory drilling, production drilling, or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with the noticing provisions of Section 485-7. (Amended 8/18/83)
4. Such other uses as the Director may classify as consistent with the provisions of Section 420 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 420.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "R-1" District, subject to the Property Development Standards in Section 420.5:

1. Any accessory building, structure or use which is in addition to and in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, light trucks, recreational vehicles, and one non-hazardous commercial vehicle, limited to 2 axles, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
3. Solar collector designed to supply energy for use on the premises.

SECTION 420.3 - CONDITIONAL USES

The following uses may be permitted in the "R-1" District, subject to a Conditional Use Permit, as provided for in section 405.3:

1. Church and Sunday school.
2. Licensed child care facility for 5 or more children.
3. Golf course and country club.
4. Home occupation, in accordance with the conditions and provisions of section 485-8. (Amended 8/31/84)
5. Library.
6. Mineral or natural resource exploration, extraction and associated facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
7. Nursing home or rest home.
8. Park and playground.
9. Public buildings, as defined in this Resolution. (Amended 8/18/83)

10. Public safety facility, as defined in this Resolution.
11. Public utility, as defined in this Resolution.
12. Planned Unit Development - (PUD) in accordance with the provisions of Section 485-2.
13. School.
14. Wind generator or other energy collection device in excess of 35 feet in height and designed to supply energy for use on the premises.
15. Such other uses as the Director may classify as consistent with the provisions of Section 420 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 420.4 - TEMPORARY USES

The following uses may be permitted in the "R-1" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
3. Signs erected for political campaigns. Time limit: 12 months.

SECTION 420.5 - PROPERTY DEVELOPMENT STANDARDS

The following Property Development Standards shall apply to all land and structures in the "R-1" District:

1. **Lot Size:** Each lot or parcel hereafter created shall abut a dedicated public right-of-way constructed to County standards, and shall have a minimum net area of 6,000 square feet and a minimum lot width of 50 feet. A non-conforming lot or parcel of record under separate ownership at the time it became non-conforming may be used for or occupied by any use permitted in this District. A minimum net lot area of 5,000 square feet may be permitted in the zero-lot-line portion of a development. (Amended 2/29/84)
2. **Population Density:** One dwelling may be constructed or placed on each lot.
3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** Each dwelling hereafter erected in this District shall have a minimum floor area of 200 square feet. (Amended 07-19-16 – Resolution #2016-75).
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** Each lot shall have front yard setbacks of not less than 25 feet, as measured from the street right-of-way line.

- b. **Side Yard:** Each lot shall have a side yard setback of not less than 5 feet from the property line. Side yard setbacks of zero and 10 feet may be permitted in the zero-lot-line portion of a development, with appropriate subdivision development standards. (Amended 2/29/84)
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 15 feet from the property line.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures located 70 feet or more from the front property line may be located on the side or rear property line or 5 feet from a dedicated alley.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
 - f. **Corner Lots:** The side adjacent to the street shall have the same setback as the front yard. No solid fence, wall, tree, hedge or shrubbery over 3 feet in height shall be permitted within the triangular area of a corner lot formed by two lines extending 15 feet from the corner along the front and side property lines and a connecting diagonal line measuring 21.2 feet long, in order to provide a clear field of view of crossing traffic for vehicles negotiating the intersection. (Amended 8/18/83)
6. **Fences, Hedges, Walls and Corrals:** Fences, hedges, walls and corrals shall be permitted on or within all rear, side, and front property lines.
7. **Off-Street Parking:** Two parking spaces are required per dwelling unit. Non-residential uses which may be permitted in this district shall be subject to the parking standards enumerated in Section 470 e.t., seq.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.
9. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions in section 480.
10. **General Conditions:** General conditions, as provided in Section 485, shall apply to the "R-1" District.

Section 425 “R-2” - MEDIUM DENSITY RESIDENTIAL DISTRICT

The “R-2” District is intended to provide for the development of single family residence/attached and multiple family residence structures for purposes of rental or sale of lots not less than 6,000 square feet in area. Community water and sewer systems are required. All regulations in this District are deemed necessary for the protection of the quality of the residential environment and for the securing of the health, safety and general welfare of the residents.

SECTION 425.1 - PERMITTED USES

The following uses shall be permitted in the “R-2” District. All uses shall be subject to the Property Development Standards in Section 425.5:

1. Multi-family residence.
2. Single family residence/attached.
3. Single family residence.
4. Child care facility for not more than 4 children.
5. Exploratory drilling, production drilling, or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with noticing provisions of Section 485- (Amended 8/18/83)
6. Any permitted use in the "R-1" District.
7. Such other uses as the Directory may classify as consistent with the provisions of Section 425 and those uses already listed as permitted uses in this District. The Director’s classification shall be administered in accordance with Section 605.

SECTION 425.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the “R-2” District, subject to the Property Development Standards in Section 425.5:

1. Any accessory building, structure or use which is in addition to and in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, light trucks, recreational vehicles, and one non-hazardous commercial vehicle, limited to 2 axles, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
3. Solar collector designed to supply energy for use on the premises.

SECTION 425.3 - CONDITIONAL USES

The following uses may be permitted in the “R-2” District, subject to a Conditional Use Permit, as provided for in Section 405.3:

1. Church and Sunday School.
2. Community Center.
3. Licensed child care facility for 5 or more children.
4. Home occupation, in accordance with the conditions and provisions of Section 485-8. (Amended 8/31/84)
5. Golf course and country club.
6. Library.

7. Mineral or natural resource exploration, extraction and associated facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
8. Nursing home or rest home.
9. Park and playground.
10. Public building,' as defined in this Resolution. (Amended 8/18/83)
11. Public safety facility, as defined in this Resolution.
12. Public utility, as defined in this Resolution.
13. Planned Unit Development - (PUD) in accordance with the provisions of Section 485-2.
14. School.
15. Wind generator or other energy collection device in excess of 35 feet in height, designed to supply energy for use on the premises.
16. Such other uses as the Director may classify as consistent with the provisions of Section 425 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 425.4 - TEMPORARY USES

The following uses may be permitted in the "R-2" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
3. Signs erected for political campaigns. Time limit: 2 months.

SECTION 425.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "R-2" District:

1. **Lot Size:** Each lot or parcel hereafter created shall abut a dedicated public right-of-way constructed to County standards, and shall have a minimum net area of 6,000 square feet and a minimum lot width of 50 feet. For single family residence and attached structures, the minimum lot area is 3,000 square feet per dwelling unit and a minimum lot width of 25 feet.
2. **Population Density:** One dwelling may be constructed or placed on each lot.
3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** Each dwelling hereafter erected in this District shall have a minimum floor area of 200 square feet. (Amended 07-19-16 – Resolution #2016-75).
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:

- a. **Front Yard:** Each lot shall have front yard setbacks of not less than 25 feet, as measured from the street right-of-way line.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 5 feet from the property line. Where common walls are used, a side yard setback is not required. Where multiple buildings are constructed, the minimum separation is 10 feet.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 15 feet from the property line.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures located 70 feet or more from the front property line may be located on the side or rear property line or 5 feet from a dedicated alley.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
 - f. **Corner Lots:** The side adjacent to the street shall have the same setback as the front yard. No solid fence, wall, tree, hedge or shrubbery over 3 feet in height shall be permitted within the triangular area of a corner lot formed by two lines extending 15 feet from the corner along the front and side property lines and a connecting diagonal line measuring 21.2 feet long, in order to provide a clear field of view of crossing traffic for vehicles negotiating the intersection. (Amended 8/18/83)
6. **Fences, Hedges, Walls and Corrals:** Fences, hedges, walls and corrals shall be permitted on or within all rear, side, and front property lines.
 7. **Off-Street Parking:** Two parking spaces are required per dwelling unit. Each space shall be a minimum of 9" X 20". Non-residential uses which may be permitted in this district shall be subject to the parking standards enumerated in Section 470 e.t., seq.
 11. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.
 12. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions in section 480.
 13. **General conditions:** General conditions as provided in Section 485, shall apply to the "R-2" District.

SECTION 435 "MH-1" - MOBILE HOME SUBDIVISION DISTRICT

The "MH-1" District is intended to provide for the development of mobile home sites at urban standards on lots not less than 6,000 square feet in area. Community water and sewer systems are required. All regulations for this District are deemed necessary for the protection of the quality of the residential environment and for the securing of the health, safety and general welfare of the residents.

SECTION 435.1 - PERMITTED USES

The following uses shall be permitted in the "MH-1" District. All uses shall be subject to the Property Development Standards in Section 435.5.

1. Mobile home.
2. Single family residence.
3. Child care facility for not more than 4 children.
4. Exploratory drilling, production drilling, or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with noticing provisions of Section 485-7. (Amended 8/18/83)
5. Such other uses as the Director may classify as consistent with the provisions of Section 435 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 435.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "MH-1" District, subject to the Property Development Standards in Section 435.5:

1. Any accessory building, structure or use which is in addition to and in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, light trucks, recreational vehicles, and one non-hazardous commercial vehicle, limited to 2 axles, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
3. Solar collector designed to supply energy for use on the premises.

SECTION 435.3 - CONDITIONAL USES

The following uses may be permitted in the "MH-1" District, subject to a Conditional Use Permit, as provided for in Section 405.3:

1. Church and Sunday School.
2. Licensed child care facility for 5 or more children.
3. Golf course and country club.
4. Home occupation, in accordance with the conditions and provisions of Section 485-8. (Amended 8/31/84)
5. Library.
6. Mineral and natural resource exploration, extraction and associated facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
7. Nursing home or rest home.
8. Park and playground.

9. Public building, as defined in this Resolution. (Amended 8/18/83)
10. Public safety facility, as defined in this Resolution.
11. Public utility, as defined in this Resolution.
12. Planned Unit Development - (PUD) in accordance with the provisions of Section 485-2.
13. School.
14. Wind generator or other energy collection devise in excess of 35 feet in height, designed to supply energy for use on the premises.
15. Such other uses as the director may classify as consistent with the provisions of Section 435 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 435.4 - TEMPORARY USES

The following uses may be permitted in the "MH-1" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
3. Signs erected for political campaigns. Time limit: 2 months.

SECTION 435.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "MH-1" District:

1. **Lot Size:** Each lot or parcel hereafter created shall abut a dedicated public right-of-way constructed to County standards, and shall have a minimum net area of 6,000 square feet and a minimum lot width of 50 feet. A non-conforming lot or parcel of record under separate ownership at the time it became non-conforming may be used for or occupied by any use permitted in this district.
2. **Population Density:** One dwelling may be constructed or placed on each lot.
3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** Each dwelling hereafter erected in this District shall have a minimum floor area of 200 square feet and shall be constructed in accordance with Federal Manufactured housing Construction and Safety Standards. (Amended 07-19-16 – Resolution #2016-75).
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** Each lot shall have front yard setbacks of not less than 25 feet, as measured from the street right-of-way line.

- b. **Side Yard:** Each lot shall have a side yard setback of not less than 5 feet from the property line.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 15 feet from the property line.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures located 70 feet or more from the front property line may be located on the side or rear property line or 5 feet from a dedicated alley.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
 - f. **Corner Lots:** The side adjacent to the street shall have the same setback as the front yard. No solid fence, wall, tree, hedge or shrubbery over 3 feet in height shall be permitted within the triangular area of a corner lot formed by two lines extending 15 feet from the corner along the front and side property lines and a connecting diagonal line measuring 21.2 feet long, in order to provide a clear field of view of crossing traffic for vehicles negotiating the intersection. (Amended 8/18/83)
6. **Fences, Hedges, Walls and Corrals:** Fences, hedges and walls, not greater than 6 feet in height, shall be permitted on or within all rear, side and front property lines.
7. **Off-Street Parking:** Two parking spaces are required per dwelling unit. Non-residential uses which may be permitted in the District shall be subject to the parking standards enumerated in Section 470 et. seq.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.
9. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions in section 480.
10. **General conditions:** General conditions as provided in Section 485, shall apply to the "MH-1" District.

SECTION 440 "MH-2" - MOBILE HOME PARK DISTRICT

The "MH-2" District is intended to provide for the development of mobile home sites for the purpose of rental or sale on lots not less than 3,500 square feet in area. Community water and sewer systems are required. All regulations of this District are deemed to be necessary for the protection of the quality of the residential environment and for the securing of the health, safety and general welfare of the residents. (Amended 8/18/83)

SECTION 440.1 - PERMITTED USES

All uses shall be subject to the Property Development Standards in Section 440.5.

1. Mobile home.
2. Child care facility for not more than 4 children.
3. Exploratory drilling, production drilling, or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with the noticing provisions of Section 485-7. (Amended 8/18/83)
4. Such other uses as the Director may classify as consistent with the provisions of Section 440 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 440.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "MH-2" District, subject to the Property Development Standards in Section 440.5:

1. Any accessory building, structure or use which is in addition to and in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, light trucks, recreational vehicles, and one non-hazardous commercial vehicle, limited to 2 axles, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
3. Solar collector designed to supply energy for use on the premises.

SECTION 440.3 - CONDITIONAL USES

The following uses may be permitted in the "MH-2" District, subject to a Conditional Use Permit, as provided for in Section 405.3:

1. Travel trailers and motor homes.
2. Fences for the purpose of separating mobile home spaces.
3. Home occupation, in accordance with the conditions and provisions of Section 485-8. (Amended 8/31/84)
4. Licensed child care facility for 5 or more children.
5. Mineral or natural resource exploration, extraction and associated facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
6. Park and playground.
7. Planned Unit Development - (PUD) in accordance with the provisions of Section 485-2.
8. Wind generator or other energy collection device in excess of 35 feet in height, designed to supply energy for use on the premises.

9. Such other uses as the Director may classify as consistent with the provisions of Section 440 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 440.4 - TEMPORARY USES

The following uses may be permitted in the "MH-2" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
3. Signs erected for political campaigns. Time limit: 2 months.

SECTION 440.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "MH-2" District:

1. **Lot Size:** Each lot or parcel hereafter created shall abut a dedicated public right-of-way constructed to County standards, and shall have a minimum net area of 3,500 square feet and a minimum lot width of 30 feet.
2. **Population Density:** One dwelling may be constructed or placed on each lot.
3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** Each dwelling hereafter erected in this District shall have a minimum floor area of 200 square feet and shall be constructed in accordance with Federal Manufactured housing Construction and Safety Standards. (Amended 07-19-16 – Resolution #2016-75).
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** Each lot shall have front yard setbacks of not less than 15 feet, as measured from the street right-of-way line.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 5 feet from the lot or space line or 10 feet if a fence is erected thereon.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 15 feet from the lot or space line.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures shall conform to the required yard setbacks.

- e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
 - f. **Corner Lots:** The side adjacent to the street shall have the same setback as the front yard. No solid fence, wall, tree, hedge or shrubbery over 3 feet in height shall be permitted within the triangular area of a corner lot formed by two lines extending 15 feet from the corner along the front and side property lines and a connecting diagonal line measuring 21.2 feet long, in order to provide a clear field of view of crossing traffic for vehicles negotiating the intersection. (Amended 8/18/83)
6. **Fences, Hedges, Walls and Corrals:** Fences, hedges and walls, not greater than 6 feet in height, shall be permitted on all perimeter boundary lines of the mobile home park, providing that a clear field of view is not obstructed for vehicles traveling on the public right-of-way or entering from private roads.
7. **Off-Street Parking:** Two parking spaces are required per dwelling unit. Each space shall measure a minimum of 9' X 20'. Non-residential uses which may be permitted in the District shall be subject to the parking standards enumerated in Section 470 et. seq.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.
9. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions in section 480.
10. **General conditions:** General conditions as provided in Section 485, shall apply to the "MH-2" District.

SECTION 445 "B" - BUSINESS DISTRICT

The "B" District is intended to provide for the development of retail and service stores whose business is wholly conducted within an enclosed building and where the manufacture, compounding, processing, or treatment of products is prohibited. All regulations for this District are deemed necessary for the protection of the business environment and for the securing of the health, safety and general welfare of the public.

SECTION 445.1 - PERMITTED USES

The following uses shall be permitted in the "B" District. All uses shall be subject to the Property Development Standards in Section 455.5.

1. Appraisal office.
2. Art or antique shop.
3. Auto accessory retail outlet.
4. Bakery (retail).
5. Bank.
6. Barber shop or beauty parlor.
7. Boarding house or rooming house.
8. Book or stationery shop.
9. Club, lodge (non-profit), fraternal or religious organization.
10. Confectioner store.
11. Convenience store. (Amended 8/18/83)
12. Department store.
13. Drug store.
14. Dry goods or notion store.
15. Dwelling, as a custodial function to another permitted use or approved conditional use in the District.
16. Finance office.
17. Florist or gift shop.
18. Furniture store.
19. Gasoline and oil products retail sales, but not including automotive service and repair. (Amended 8/18/83)
20. Grocery, fruit or vegetable store.
21. Hardware, electrical appliance or electronic store.
22. Hotel or motel.
23. Jewelry store.
24. Laundromat; laundry or dry cleaning agency.
25. Liquor store.
26. Meat market or delicatessen store.
27. Exploratory drilling, production drilling, or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with the noticing provisions of Section 485-7. (Amended 8/18/83)
28. Mortuary.
29. Offices.
30. Parking areas, public.
31. Printing and publishing enterprise.
32. Public building, as defined in this Resolution. (Amended 8/18/83)
33. Public safety facility, as defined in this Resolution. (Amended 8/18/83)
34. Public utility, as defined in this Resolution. (Amended 8/18/83)

35. Restaurant or cafe, excluding dancing, night club or similar entertainment establishment.
36. Second hand store.
37. Shoe store or shoe repair shop.
38. Studios: art, dance, photography, etc.
39. Any permitted use in the R-1 District.
40. Any permitted use in the R-2 District.
41. Such other uses as the Director may classify as consistent with the provisions of Section 445 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 445.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "B" District, subject to the Property Development Standards in Section 445.5:

1. Any accessory building, structure or use which is in addition to any in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, light trucks, recreational vehicles, and one non-hazardous commercial vehicle, limited to 2 axles, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
3. Solar collector designed to supply energy for use on the premises.

SECTION 445.3 - CONDITIONAL USES

The following uses may be permitted in the "B" District, subject to a Conditional Use Permit, as provided for in Section 405.3:

1. Library.
2. Licensed child care facility for 5 or more children.
3. Mineral or natural resource exploration, extraction and associated facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
4. Park and playground.
5. Planned Unit Development - (PUD) in accordance with the provisions of Section 485-2.
6. Wind generator or other energy collection device in excess of 35 feet in height, designed to supply energy for use on the premises.
7. Trade, technical, vocational or commercial school.
8. Such other uses as the Director may classify as consistent with the provisions of Section 445 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 445.4 - TEMPORARY USES

The following uses may be permitted in the "B" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Carnival, circus, bazaar, or fair. Time limit: 2 weeks.
3. Tent meeting or crusade. Time limit: 2 weeks.

4. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
5. Signs erected only for political campaigns. Time limit: 2 months.
6. Building or use, not otherwise in violation of this Zoning Resolution or State and County Health and Safety Regulations, established to conduct business for an interim period while plans are finalized and permits sought for a permanent use. Time limit: 6 months. (Amended 4/30/86)

SECTION 445.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "B" District:

1. **Lot Size:** No requirement, except that each lot hereafter created shall abut a dedicated public right-of-way, constructed to County standards.
2. **Population Density:** No requirement.
3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** No requirement.
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** No requirement.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 5 feet from the property line. Where designed in accordance with Building Code requirements, buildings may be located on the side property line.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 15 feet from the property line or 5 feet from a dedicated alley.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures shall conform to the required yard setbacks.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
6. **Fences, Hedges and Walls:** Fences, hedges and walls, not greater than 6 feet in height, shall be permitted on or within all front, rear and side property lines.
7. **Off-Street Parking:** Off-street parking shall be provided in accordance with the provisions of Section 470.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.

9. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions of Section 480.
10. **General Conditions:** General conditions, as provided in Section 485, shall apply to the "B" District.

SECTION 450 "C" - COMMERCIAL DISTRICT

The "C" District is intended to provide for the development of retail and service businesses where outdoor storage is permitted, and where the manufacture, compounding, processing or treatment of products is permitted when clearly essential or incidental to the retail or service business and when such products shall not produce offensive odors, dust, smoke, noise or vibration. All regulations for this District are deemed necessary for the protection of the business environment and for the securing of the health, safety and general welfare of the public.

SECTION 450.1 - PERMITTED USES

The following uses shall be permitted in the "C" District. All uses shall be subject to the Property Development Standards in Section 450.5.

1. Any permitted use in the Business District.
2. Advertising signs or structures and bill boards. (See signs and outdoor advertising devices.)
3. Appraisal office.
4. Art or antique shop.
5. Athletic club, operated as a commercial enterprise, if conducted wholly within a completely enclosed building.
6. Auditorium.
7. Auto accessory retail outlet.
8. Automobile and other motor vehicle assembly, painting, upholstering, rebuilding, reconditioning, body and fender works, truck repairing or overhauling, tire retreading or recapping. Such operation involving noise shall be permitted between the hours of 7:00 A.M. and 9:00 P.M. only.
9. Automobile and trailer sales area. All incidental repair of automobiles or trailers shall be conducted within a completely enclosed building. Painting and body repair and similar operations are permitted as long as uses comply with National Board of Fire Underwriter's requirements and are kept wholly within a completely enclosed building, are properly vented, etc. Such operation involving noise shall be permitted between the hours of 7:00 A.M. and 9:00 P.M. only.
10. Bakery, retail.
11. Bank.
12. Barber shop or beauty parlor.
13. Baseball and football stadium, amusement park, tennis court or other like outdoor recreational facility.
14. Bath, masseuse establishment, etc.
15. Billiard or pool hall, if conducted wholly within a completely enclosed building.
16. Boarding house or rooming house.
17. Book or stationery shop.
18. Bus terminal.
19. Business college or private school operated as a commercial enterprise.
20. Blueprinting or photo stating.
21. Carpenter shop, if conducted wholly within a completely enclosed building, but excluding a sawmill or planing mill.
22. Catering establishment.
23. Club, lodge (non-profit), fraternal or religious organization.
24. Confectioner store.

25. Department store.
26. Drive-in business, where persons are served in automobiles, such as a refreshment stand, restaurant or food store.
27. Drug store.
28. Dry cleaning plant using non-flammable cleaning compounds in enclosed machine.
29. Dry goods or notion store.
30. Dwelling, only as a custodial function to another permitted use or approved conditional use.
31. Feed store, retail, if conducted wholly within a completely enclosed building.
32. Farm implement sales and service.
33. Finance office.
34. Florist or gift shop.
35. Frozen food locker.
36. Furniture store.
37. Grocery, fruit or vegetable store.
38. Hardware, electrical appliance or electronic store.
39. Hotel or motel.
40. Ice storage.
41. Jewelry store.
42. Laundromat: laundry and dry cleaning agency.
43. Liquor store.
44. Meat market or delicatessen store.
45. Mortuary.
46. Nursing home or rest home.
47. Offices.
48. Parking areas, public.
49. Pet shop.
50. Printing and publishing enterprise.
51. Public building, as defined in this Resolution. (Amended 8/18/83)
52. Public safety facility, as defined in this Resolution. (Amended 8/18/83)
53. Public utility, as defined in this Resolution. (Amended 8/18/83)
54. Recreational vehicle sales and service.
55. Restaurant or tavern, including those where dancing is permitted.
56. Second hand store.
57. Service station.
58. Shoe store or shoe repair shop.
59. Shooting gallery, if conducted wholly within a completely enclosed building.
60. Sign shop.
61. Storage yard, when developed with paved or graveled access aisles.
62. Studios: art, dance, photography, etc.
63. Taxidermist.
64. Theater or amusement center.
65. Tire shop.
66. Upholstery shop.
67. Exploratory drilling, production drilling, or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with noticing provisions of Section 485-7. (Amended 8/18/83)
68. Any permitted use in the R-1 District.
69. Any permitted use in the R-2 District.

70. Such other uses as the Director may classify as consistent with the provisions of Section 450 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 450.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "C" District, subject to the Property Development Standards in Section 450.2:

1. Any accessory building, structure or use which is in addition to and in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, light trucks, recreational vehicles, and non-hazardous commercial vehicles, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
3. Solar collector designed to supply energy for use on the premises.

SECTION 450.3 - CONDITIONAL USES

The following uses may be permitted in the "C" District, subject to a Conditional Use Permit, as provided for in Section 405.3:

1. Library.
2. Licensed child care facility for 5 or more children.
3. Mineral or natural resource exploration, extraction and related facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
4. Park and playground.
5. Planned Unit Development -(PUD) in accordance with the provisions of Section 485-2.
6. Wind generator or other energy collection device in excess of 35 feet in height, designed to supply energy for use on the premises.
7. Trade, technical, vocational or commercial school.
8. Travel trailer park, developed in accordance with the County Subdivision Regulations.
9. Truck stop.
10. Retail lumber yard, including incidental mill work, building material sales yard, sand and gravel sales, and other incidental building material sales, when conducted wholly within a completely enclosed building or a yard enclosed by a solid fence or compact hedge of not less than 6 feet in height.
11. Such other uses as the Director may classify as consistent with the provisions of Section 450 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 450.4 - TEMPORARY USES

The following uses may be permitted in the "C" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Carnival, circus, bazaar, or fair. Time limit: 2 weeks.
3. Tent meeting or crusade. Time limit: 2 weeks.

4. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
5. Signs erected only for political campaigns. Time limit: 2 months.
6. Building or use, not otherwise in violation of this Zoning Resolution or State and County Health and Safety Regulations, established to conduct business for an interim period while plans are finalized and permits sought for a permanent use. Time limit: 6 months. (Amended 4/30/86)

SECTION 450.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "C" District:

1. **Lot Size:** No requirement, except that each lot hereafter created shall abut a dedicated public right-of-way, constructed to County standards.
2. **Population Density:** No requirement.
3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** No requirement.
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** No requirement.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 5 feet from the property line. Where designed in accordance with Building Code requirements, buildings may be located on the side property line.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 15 feet from the property line or 5 feet from a dedicated alley.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures shall conform to the required yard setbacks.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
6. **Fences, Hedges and Walls:** Fences, hedges and walls, not greater than 6 feet in height, shall be permitted on or within all front, rear and side property lines.
7. **Off-Street Parking:** Off-street parking shall be provided in accordance with the provisions of Section 470.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.

9. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions of Section 480.
10. **General Conditions:** General conditions, as provided in Section 485, shall apply to the "C" District.

SECTION 455 "L-I" - LIGHT INDUSTRIAL DISTRICT

The "L-I" District is intended to provide for the manufacture, fabrication and/or processing of any commodity with the exception of those that usually create excessive amounts of smoke, noise, fumes, vibration, or other deleterious effects. Where possible, the District shall not abut a residential or business district. All regulations for this District are deemed to be necessary for the mutual protection of industrial users and for the securing of the health, safety and general welfare of the public.

SECTION 455.1 - PERMITTED USES

The following uses shall be permitted in the "L-1" District. All uses shall be subject to the Property Development Standards in Section 455-5.

1. Any permitted use in the Business District.
2. Any permitted use in the Commercial District.
3. Advertising signs or structures and bill boards. (See Signs and Outdoor Advertising Devices.)
4. Appraisal office.
5. Assembly of electrical appliances, including the manufacture of small parts only.
6. Art or antique shop.
7. Athletic club, operated as a commercial enterprise.
8. Auditorium.
9. Auto accessory retail outlet.
10. Automobile and other motor vehicle assembly, painting, upholstering, rebuilding, reconditioning, body and fender works, truck repairing or overhauling, tire retreading or recapping. Such operations involving noise shall be permitted between the hours of 7:00 A.M. and 9:00 P.M. only.
11. Automobile and trailer sales area. All incidental repair of automobiles or trailers shall be conducted within a completely enclosed building. Painting and body repair and similar operations are permitted as long as uses comply with National Board of Fire Underwriters requirements and are kept wholly within a completely enclosed building and are properly vented, etc. Such operations involving noise shall be permitted between the hours of 7:00 A.M. and 9:00 P.M. only.
12. Bakery, retail or wholesale.
13. Bank.
14. Barber shop or beauty parlor.
15. Baseball and football stadium, amusement park, tennis court and other like outdoor recreational facility.
16. Bath, masseuse establishment, etc.
17. Battery manufacture and production of automobile accessories.
18. Billiard or pool hall.
19. Book or stationery shop.
20. Business college or private school operated as a commercial enterprise.
21. Blueprinting or photostating.
22. Carpenter shop, but excluding sawmill or planning mill.
23. Catering establishment.
24. Club, lodge (non-profit), fraternal or religious organizations.
25. Confectioner store.
26. Dance hall.
27. Department store.

28. Distribution plant, ice and cold storage, bottling plant and food commissary.
29. Drive-in business where persons are served in automobiles, such as a refreshment stand, restaurant and food store.
30. Drug store.
31. Dry cleaning plant.
32. Dwelling, as a custodial function to another permitted use or approved conditional use in the District.
33. Exploratory drilling, production drilling, or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with noticing provisions of Section 485-7. (Amended 8/18/83)
34. Farm implement sales and service.
35. Feed store.
36. Finance office.
37. Florist or gift shop.
38. Foundry casting lightweight non-ferrous metal not causing noxious fumes or odors.
39. Furniture store or warehouse.
40. Grocery, fruit or vegetable store; wholesale and farmer's market.
41. Hardware, electrical appliance or electronic store.
42. Hotel or motel.
43. Jewelry store.
44. Liquor store.
45. Laundromat; laundry or dry-cleaning agency; laundry.
46. Manufacturing, compounding, processing, packaging or treatment of such products as bakery goods, candy, cosmetics, dairy products or ice cream.
47. Manufacturing, compounding, assembling or treatment of articles of merchandise from the following previously prepared materials: cellophane, canvas, cloth, cork, felt, fiber, fiberglass, glass, paper, plastics, precious or semi-precious stones, shell, textiles, wood, (excluding planning mills), yarns and paints not employing the boiling process.
48. Manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay.
49. Manufacture and maintenance of electric and neon signs, bill boards, commercial advertising structures, light sheet metal products such as heating and ventilating ducts and equipment, cornices, eaves and the like for wholesale use only.
50. Meat market, processing plant or delicatessen store.
51. Mortuary.
52. Offices.
53. Parcel delivery center.
54. Parking areas, for customers and employees, and/or for the public.
55. Printing and publishing enterprise.
56. Public building, as defined in this Resolution. (Amended 8/18/83)
57. Public safety facility, as defined in this Resolution. (Amended 8/18/83)
58. Public utility, as defined in this Resolution. (Amended 8/18/83)
59. Recreational vehicles sales and service.
60. Restaurant or tavern.
61. Second hand store.
62. Service station.
63. Shoe store or shoe repair shop.
64. Shooting gallery, if conducted wholly within a completely enclosed building.
65. Sign shop.
66. Storage yard, when developed with paved or graveled access aisles.
67. Studio: art, dance, photography, etc.

- 68. Theater or amusement center.
- 69. Tire shop.
- 70. Travel trailer park.
- 71. Trucking freight depot or terminal. Adequate off-street loading space shall be provided for the transfer and handling of merchandise and adequate parking space constructed for empty or loaded vans awaiting removal.
- 72. Truck stop.
- 73. Upholstery shop.
- 74. Veterinary or animal hospital and kennel.
- 75. Welding shop.
- 76. Wholesale business, storage building or warehouse.
- 77. The following uses if conducted wholly within a completely enclosed building or within an area enclosed on all sides with a solid fence or compact hedge not less than 6 feet in height.
 - a. Contractor's equipment storage yard or plant for the rental of equipment commonly used by contractors.
 - b. Retail lumber yard, including incidental mill work, building material sales yard, the sale of sand and gravel and other incidental material, but excluding ready-mix concrete plants or mixing operations.
 - c. The storage of pipe, wire cable, drilling equipment or oil well supplies.
- 78. Temporary corralling or penning of livestock for auction purposes. (Director's Classification 5/16/84)
- 79. Such other uses the Director may classify as consistent with the provisions of Section 455 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 455.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "C" District, subject to the Property Development Standards in Section 450.2:

- 1. Any accessory building, structure or use which is in addition to and in conjunction with any permitted use or approved conditional use in the District.
- 2. The storage of automobiles, light trucks, recreational vehicles, and non-hazardous commercial vehicles, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
- 3. Solar collector designed to supply energy for use on the premises.

SECTION 455.3 - CONDITIONAL USES

The following uses may be permitted in the "L-I" District, subject to a Conditional Use Permit, as provided for in Section 405.3:

- 1. Licensed child care facility for 5 or more children.
- 2. Mineral or natural resource exploration, extraction and related facilities, but excluding exploration or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
- 3. Planned Unit Development - (PUD) in accordance with the provisions of Section 485-2.
- 4. Sewage disposal plant.
- 5. Wind generator or other energy collection device in excess of 35 feet in height, designed to supply energy for use on the premises.

6. Trade, technical or vocational school.
7. Medium security correctional facility. (Amended 2/29/84)
8. Concrete batch plant. (Amended 5/9/85)
9. Such other uses as the Director may classify as consistent with the provisions of Section 455 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 455.4 - TEMPORARY USES

The following uses may be permitted in the "L-I" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Carnival, circus, bazaar, or fair. Time limit: 2 weeks.
3. Tent meeting or crusade. Time limit: 2 weeks.
4. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
5. Concrete or asphalt batching plant. Time limit: 6 months.
6. Signs erected only for political campaigns. Time limit: 2 months.
7. Building or use, not otherwise in violation of this Zoning Resolution or State and County Health and Safety Regulations, established to conduct business for an interim period while plans are finalized and permits sought for a permanent use. Time limit: 6 months. (Amended 4/30/86)

SECTION 455.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "L-I" District:

1. **Lot Size:** No requirement, except that each lot hereafter created shall abut a dedicated public right-of-way, constructed to County standards.
2. **Population Density:** No requirement.
3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** No requirement, except as specified in the Uniform Building Code.
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** Each lot shall have a front yard setback of not less than 25 feet from the street right-of-way or 55 feet from the street easement center line.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 10 feet from the property line.

- c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 15 feet from the property line.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures shall conform to the required yard setbacks.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
 - f. **Corner Lots:** The side adjacent to the street shall have the same setback as the front yard. No solid fence, wall, tree, hedge or shrubbery over 3 feet in height shall be permitted within the triangular area of a corner lot formed by two lines extending 15 feet from the corner along the front and side property lines and a connecting diagonal line measuring 21.2 feet long, in order to provide a clear field of view of crossing traffic for vehicles negotiating the intersection. (Amended 8/18/83)
6. **Fences, Hedges and Walls:** Fences, hedges and walls, not greater than 6 feet in height, shall be permitted on or within all front, rear and side property lines.
7. **Off-Street Parking:** Off-street parking shall be provided in accordance with the provisions of Section 470.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.
9. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions of Section 480.
10. **General Conditions:** General conditions, as provided in Section 485, shall apply to the "L-I" District.

SECTION 460 - "H-I" HEAVY INDUSTRIAL DISTRICT

The "H-I" District is intended to provide for the manufacture, fabrication and/or processing of any commodity, including those that usually create excessive amounts of smoke, noise, fumes, vibration, or other deleterious effects. Where possible, the District shall not abut a residential or business district. All regulations for this District are deemed the minimum necessary for the mutual protection of industrial users and for the securing of the health, safety and general welfare of the public.

SECTION 460.1 - PERMITTED USES

The following uses shall be permitted in the "H-I" District. All uses shall be subject to the Property Development Standards in Section 460.5.

1. Advertising signs or structures and bill boards. (See Signs and Outdoor Advertising Devices).
2. Alcohol manufacture.
3. Assembly of electrical appliances.
4. Automobile, trailer and other motor vehicle assembly, painting, upholstering, rebuilding, reconditioning, body and fender works, truck repairing or overhauling, tire retreading or recapping.
5. Battery manufacture and production of automobile accessories.
6. Blacksmith shop, welding shop, or machine shop involving punch presses over 20 tons rated capacity, drop hammers and automatic screw machines.
7. Boiler works.
8. Brick, tile or terra cotta manufacture.
9. Carpenter shop.
10. Concrete or asphalt batching plant.
11. Concrete or cement products manufacture.
12. Distribution plant, parcel delivery, ice and cold storage, or bottling plant.
13. Dry cleaning plant.
14. Dwelling, as a custodial function to another permitted use or approved conditional use in the District.
15. Exploratory drilling, production drilling, or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with the noticing provisions of Section 485-7. (Amended 8/18/83)
16. Farm implement sales and service.
17. Feed store or grain elevator.
18. Foundry, iron or steel; fabrication plant and heavy weight casting.
19. Lumber yard; lumber or saw mill, including planing mill.
20. Manufacturing, compounding, processing, packaging or treatment of cosmetics.
21. Manufacturing, compounding, assembling or treatment of articles of merchandise from the following previously prepared materials: cellophane, canvas, cloth, cork, felt, fiber, fiberglass, glass, paper, plastic, precious or semi-precious stones, shell, textiles, wood, yarns and paint.
22. Manufacturing, compounding, processing, packaging or treatment of such products as fish or meat products or byproducts; fruit or vegetable product manufacture, canning or packing.
23. Manufacturing, compounding, assembling or treatment of articles of merchandise from the following previously prepared materials: bone, feather, fur, horn or leather.

24. Manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay.
25. Manufacture and maintenance of electric and neon signs, bill boards, commercial advertising structures, light sheet metal products such as heating and ventilating ducts and equipment, cornices, eaves and the like, for wholesale use only.
26. Parking areas, for customer and employees, and/or for the public.
27. Paving processing.
28. Printing and publishing enterprise.
29. Public building, as defined in this Resolution. (Amended 8/18/83)
30. Public safety facility, as defined in this Resolution. (Amended 8/18/83)
31. Public utility, as defined in this Resolution. (Amended 8/18/83)
32. Rolling mill.
33. Storage yard, when developed with paved or graveled access aisles.
34. Trucking freight depot terminal. Adequate off-street loading space shall be provided for the transfer and handling of merchandise and adequate parking space constructed for empty or loaded vans awaiting removal.
35. Truck stop.
36. Veterinary or animal hospital and kennel.
37. Wholesale storage and/or sales building or warehouse.
38. Wool processing and storage.
39. The following uses if conducted wholly within a completely enclosed building or within an area enclosed on all sides with a fence or compact hedge not less than 6 feet in height.
 - 1) Contractor's equipment storage yard or plant for the rental of equipment commonly used by contractors.
 - 2) The storage of pipe, wire cable, drilling equipment or oil well supplies.
40. Such other uses as the Director may classify as consistent with the provisions of Section 460 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 460.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "H-1" District, subject to the Property Development Standards in Section 460.2:

1. Any accessory building, structure or use which is in addition to and in conjunction with any permitted use or approved conditional use in the District.
2. The storage of automobiles, recreational vehicles, trucks and agricultural equipment, including hazardous commercial vehicles, for use in conjunction with any permitted use or approved conditional use in the District. (Amended 8/18/83)
3. Solar collector designed to supply energy for use on the premises.

SECTION 460.3 - CONDITIONAL USES

The following uses may be permitted in the "H-I" District, subject to a Conditional Use Permit, as provided for in section 405.3:

1. Chemical manufacture or processing.
2. Dumping, storage, sorting or collecting of waste material.
3. Electric power generating plant.
4. Explosive manufacture.

5. Gases: manufacture or storage.
6. Junk yard, including auto wrecking, when surrounded by an 8 foot screening fence.
7. Mineral and natural resources exploration, extraction and related facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
8. Livestock sales facility.
9. Paint, shellac, turpentine or varnish manufacture.
10. Petroleum products manufacture or wholesale storage of petroleum; gas manufacturing and petroleum refining.
11. Planned Unit Development - (PUD) in accordance with the provisions of Section 485-2.
12. Sewage disposal plant.
13. Trade, technical or vocational school.
14. Wind generator or other energy collection device in excess of 35 feet in height.
15. Hazardous waste disposal site, as defined in Title 25, Article 15, Part 2, Colorado Revised Statutes. The Conditional Use Application shall be administered concurrently and in conjunction with the Certificate of Designation application, pursuant to the Moffat County Hazardous Waste Siting Regulations adopted November 10, 1983. (Amended 11/10/83)
16. Synthetic fuels processing plant. (Directors Classification 9/14/84)
17. Such other uses as the Director may classify as consistent with the provisions of Section 460 and those uses already listed as a conditional use in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 460.4 - TEMPORARY USES

The following uses may be permitted in the "H-I" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Carnival, circus, bazaar, or fair. Time limit: 2 weeks.
3. Tent meeting or crusade. Time limit: 2 weeks.
4. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
5. Signs erected only for political campaigns. Time limit: 2 months.
6. Building or use, not otherwise in violation of this Zoning Resolution or State and County Health and Safety Regulations, established to conduct business for an interim period while plans are finalized and permits sought for a permanent use. Time limit: 6 months. (Amended 4/30/86)

SECTION 460.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "H-I" District:

1. **Lot Size:** No requirement, except that each lot hereafter created shall abut a dedicated public right-of-way, constructed to County standards.
2. **Population Density:** No requirement.

3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** No requirement, except as specified in the Uniform Building Code.
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** Each lot shall have a front yard setback of not less than 50 feet from the street right-of-way or 80 feet from the street easement center line. Uses permitted under a Conditional Use Permit which are found to be obnoxious or offensive because of odor, dust, smoke, gas, noise or vibration may require a buffer zone of up to 600 feet.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 30 feet from the property line. Uses permitted under a Conditional Use Permit which is found to be obnoxious or offensive because of odor, dust, smoke, gas, noise or vibration may require a buffer zone of up to 600 feet.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 25 feet from the property line. Uses permitted under a Conditional Use Permit which are found to be obnoxious or offensive because of odor, dust, smoke, gas, noise or vibration may require a buffer zone of up to 600 feet.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures shall conform to the required yard setbacks.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.
 - 2) Open, unenclosed stairways or balconies not covered by a roof or canopy.
 - f. **Corner Lots:** No solid fence, wall, tree, hedge or shrubbery over 3 feet in height shall be permitted within the triangular area of a corner lot formed by two lines extending 15 feet from the corner along the front and side property lines and a connecting diagonal line measuring 21.2 feet long, in order to provide a clear field of view of crossing traffic for vehicles negotiating the intersection. (Amended 8/18/83)
6. **Fences, Hedges and Walls:** Fences, hedges and walls shall be permitted on or within all front, rear and side property lines providing that a clear field of view is not obstructed for vehicles traveling on public roads or entering from private access roads. Uses permitted under a Conditional Use Permit which are found to be obnoxious or offensive because of odor, dust, smoke, gas, noise or vibration may require fencing or screening to a minimum height of 8 feet.
7. **Off-Street Parking:** Off-street parking shall be provided in accordance with the provisions of Section 470.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.

- 9. Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions of Section 480, except that nonconforming residential uses may not be continued in the District.
- 10. General Conditions:** General conditions, as provided in Section 485, shall apply to the "H-I" District.

SECTION 465 - "0" OPEN DISTRICT

The "0" District is intended to provide for permanent open space in the County where the limitation of development is desired in order to protect the public in areas of flood hazard, fire hazard, geologic hazard, or other areas of public safety concern. Recreation facilities, wildlife preserves, transportation facilities, and other appropriate open uses are desirable in the "0" District. All regulations for this District are deemed necessary for the protection of special hazard areas and for the securing of the health, safety and general welfare of the public.

SECTION 465.1 - PERMITTED USES

The following uses shall be permitted in the "0" District. All uses shall be subject to the Property Development Standards in Section 465.5.

1. Agriculture.
2. Fisheries.
3. Airports
4. Cemeteries.
5. Recreation, but including only such structures as approved by the Planning Commission.
6. Exploration drilling, production drilling or monitoring well drilling for a mineral resource, excluding seismograph exploration, in accordance with noticing provisions of Section 485-7.(Amended 8/18/83)
7. Such other uses as the Director may classify as consistent with the provisions of Section 465 and those uses already listed as permitted uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 465.2 - PERMITTED ACCESSORY USES

The following accessory uses are permitted in the "0" District.

1. Parking areas sized to serve a permitted use or approved conditional use only.

SECTION 465.3 - CONDITIONAL USES

The following uses may be permitted in the "0" District, subject to a Conditional Use Permit, as provided for in Section 405.3:

1. Mineral and natural resource exploration, extraction and related facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
2. Public buildings, as defined in this Resolution. (Amended 8/18/83)
3. Public safety facilities, as defined in this Resolution. (Amended 8/18/83)
4. Public utilities, as defined in this Resolution.
5. Sanitary landfill.
6. Sewage disposal plant.
7. Dwelling, but only as a custodial function to another permitted use or approved conditional use in the District.

8. Such other uses as the Director may classify as consistent with the provisions of Section 465 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.

SECTION 465.4 - TEMPORARY USES

The following uses may be permitted in the "O" District on a temporary basis, subject to the time limits specified:

1. Construction office and yard incidental to construction on the premises. Time limit: 12 months.
2. Carnival, circus, bazaar, or fair. Time limit: 2 weeks.
3. Tent meeting or crusade. Time limit: 2 weeks.
4. Parking for another temporary use. Time limit: Same as temporary use for which it is required.
5. Signs erected only for political campaigns. Time limit: 2 months.

SECTION 465.5 - PROPERTY DEVELOPMENT STANDARDS

The following property development standards shall apply to all land and structures in the "O" District:

1. **Lot Size:** No requirement.
2. **Population Density:** No requirement.
3. **Building Height:** No building or structure hereafter erected in this District shall exceed 35 feet in height. Flagpoles, chimneys, smokestacks, and radio and television masts are excepted, provided that the vertical height of a structure may not exceed the horizontal distance from the structure to the nearest property line, utility easement or dwelling.
4. **Building Floor Area:** Each dwelling hereafter erected in this District shall have a minimum floor area of 200 square feet. (Amended 07-19-16 – Resolution #2016-75).
5. **Yards:** Yards are required to extend the full width or depth of the lot, as provided below:
 - a. **Front Yard:** Each lot shall have front yard setbacks of not less than 60 feet, as measured from the street right-of-way line, or 90 feet as measured from the street center line.
 - b. **Side Yard:** Each lot shall have a side yard setback of not less than 60 feet from the property line.
 - c. **Rear Yard:** Each lot shall have a rear yard setback of not less than 60 feet from the property line.
 - d. **Accessory Buildings and Structures:** Accessory buildings and structures shall conform to the required yard setbacks.
 - e. **Permitted Projections into Required Yards:** The following items and other similar architectural features may extend or project into a required yard not more than 6 inches for each required foot of yard setback:
 - 1) Uncovered and unenclosed porches, patios and decks.

2) Open, unenclosed stairways or balconies not covered by a roof or canopy.

6. **Fences, Hedges, Walls and Corrals:** Fences, hedges, walls and corrals shall be permitted on or within all rear, side, and front property lines, providing that a clear field of view is not obstructed for vehicles traveling on public roads or entering from private access roads.
7. **Off-Street Parking:** Off-street parking shall be provided sufficient to eliminate the parking of vehicles or equipment within the public right-of-way.
8. **Outdoor Advertising:** Outdoor advertising may be permitted in accordance with the provisions of Section 475.
9. **Non-Conforming Buildings and Uses:** Non-conforming buildings and uses shall be regulated in accordance with the provisions in section 480.
10. **General Conditions:** Section 485-3, -4, -6 and -7 of the General Conditions shall apply in the "0" District.

SECTION 470 - OFF-STREET PARKING REQUIREMENTS

For every building hereafter erected or structurally altered in the Business, Commercial or Industrial Districts, off-street parking spaces shall be provided. Each space shall measure at least 9 feet in width and 20 feet in length (18 feet, if suitable overhang space is available beyond wheel stops). Off-street parking areas shall be paved for all uses in the Business and Commercial Districts and shall be paved or graveled for all uses in the Industrial Districts.

Areas included in driveways or otherwise required to move vehicles in and out of parking spaces shall not be considered to meet off-street parking space requirements. Where more than one use is conducted on a single lot, parking shall be required for each use, even though one use is accessory to another.

Parking areas shall be marked to clearly indicate individual parking spaces and shall be maintained in good condition.

SECTION 470.1 - SPECIFIC PARKING STANDARDS

The following types of uses shall require the designated number of off-street parking spaces for both principal and accessory uses, and shall include adequate staff and employee parking:

1. Medical offices and clinics: 3 spaces per examine room.
2. Hospitals: 1 space per bed.
3. Funeral homes, mortuaries, churches, auditoriums, theaters or other places of assembly: 1 space for each 6 seats.
4. Restaurants and lounges: 1 space for each 3 seats.
5. Hotels and motels: 1 space per guest room, plus 2 spaces for manager's unit.
6. Drive-in and walk-up restaurants and similar types of eating establishments: 1 space per 50 feet gross floor area and space for each 3 seats if provided.
7. Bowling alley: 3 spaces per lane.
8. Service stations: 4 spaces, plus 2 spaces for each enclosed service bay.
9. Beauty shops; barber shops: 2 spaces for each customer chair.
10. Industrial uses: Adequate space for company vehicles and equipment, plus 1 space for each employee on a shift plus adequate visitor parking.
11. Nursing homes: 1 space for each 3 beds.
12. Schools: Day care centers, nursery, elementary, junior high: 1 space per employee
13. High schools and colleges: 1 space per employee, plus adequate student parking.
14. Drive-in restaurants and convenience food stores: sufficient off-street space shall be provided to allow an automobile to enter, maneuver and exit without backing onto any public right-of-way.

SECTION 470.2 - GENERAL PARKING STANDARDS

For those retail, service and office establishments not specifically identified in Section 470.1, sufficient parking shall be provided to meet the projected demand of the use with which the parking is associated. "Sufficient parking" shall mean one parking space for each employee at the projected peak daily employment level, plus .8 of a parking space for each customer at the projected peak daily business level.

SECTION 470.3 - LOADING SPACE STANDARDS

Loading spaces shall be provided and maintained for the purpose of loading or off-loading goods and material for any business, commercial or industrial property. When the lot abuts an alley, such loading spaces shall adjoin or have access from said alley, but in no case shall any part of an alley or street be used for providing the required loading space. Where a loading space is adjacent to a residential district, loading shall be done only between the hours of 8:00 A.M. and 6:00 P.M., unless the loading area is located not less than 100 feet from such district or is completely enclosed. Loading spaces shall be not less than 40 feet in length, 12 feet in width, and shall have 14 feet of vertical clearance.

The following off-street loading spaces shall be provided:

	Total Square Feet of Building Space (gross floor area)	Loading Spaces Required
Hospitals and Similar Institutions	0- 3,000	0
	3,001- 20,000	1
	20,001- 50,000	2
	50,001- 80,000	3
	80,001- 110,000	4
	110,001 and over	5
Hotels and Office Buildings	0- 5,000	0
	5,001- 50,000	1
	50,001- 100,000	2
	100,001 and over	3
Business and Commercial Buildings	0- 3,500	0
	3,501- 15,000	1
	15,001- 45,000	2
	45,001- 75,000	3
	75,001- 100,000	4
	100,001 and over	5
Industrial Buildings and Uses	0- 3,500	0
	3,501- 40,000	1
	40,001- 80,000	2
	80,001- 120,000	3
	120,001- 160,000	4
	160,001 and over	5

SECTION 475 - SIGNS AND OUTDOOR ADVERTISING DEVICES

Signs or outdoor advertising devices shall hereafter be erected, altered, maintained or moved only when such sign or device shall conform with the following schedule of uses, types and classifications of signs permitted. In no case shall a sign be erected that will constitute a visual obstruction to vehicular traffic, nor will it encroach on a public right-of-way. In no case shall a flashing or rotating sign be erected.

SECTION 475.1 - SCHEDULE OF USES AND TYPES. (Amended 8/18/83)

DISTRICT:	USES:	TYPE:
A	Agricultural	A, B, D, E, F
R-R, R-C, R-1, MH-1	Residential Public/Institutional	A, F A, B, D, F
R-2, MH-2	Residential Public/Institutional	A, B, D, F A, B, D, F,
B	Business Residential	A, B, C, D, F A, B, D, F
C ,L-I	Commercial/Industrial Residential	A, B, C, D, E, F A, B, D, F
H-I	Commercial/Industrial	A, B, C, D, E, F
0	Agricultural Public/Institutional	A, B, D, E, F, A, B, D, F

SECTION 475.2 - CLASSIFICATION OF SIGNS PERMITTED

The classification of signs or outdoor advertising devices is as follows:

1. Type A - Identification Signs

- a. Purpose: To identify premises, occupants of premises or home occupation performed thereon. (Amended 8/18/83)
- b. Size: 3 square feet maximum, per sign.
- c. Number: 1 for each street upon which the property faces.
- d. Illumination: None, except for identification of house numbers.
- e. Height: No higher than the roof line or parapet of the highest building on the premises.
- f. Setback: No sign shall be constructed nearer than 2 feet from the nearest property line unless mounted flush to the building wall, in which case the sign shall not exceed 12 inches in thickness.

2. Type B - Directional Signs

- a. Purpose: To direct the flow of traffic.
- b. Size: 4 square feet maximum, per sign.
- c. Number: 2 for each premise upon which such sign is necessary, plus 2 for each street or road upon which each premise faces.
- d. Illumination: Indirect, except that direct illumination is permitted where such signs measure 2 feet square maximum and do not face into an A, R-R, R-C, R-1, MH-1, or MH-2 District within 100 feet of the face of the sign, measured perpendicularly. (Amended 8/18/83)
- e. Height: No higher than the roof line or parapet of the highest building on the premises.

- f. Setback: No sign shall be constructed nearer than 2 feet from the nearest property line unless mounted flush to the building wall, in which case the sign shall not exceed 12 inches in thickness.

3. Type C - Business Signs

- a. Purpose: To announce the name of a business or service establishment and/or to indicate the type of goods sold or services performed.
- b. Size: 50 square feet maximum, per sign.
- c. Number: 2 per premise
- d. Illumination: Indirect, except that in the B, C, L-I, and H-I Districts, direct illumination is permitted where such signs would not face into an A, R-R, R-C, R-1, R-2, MH-1 or MH-2 District within 100 feet from the face of the sign, measured perpendicularly. (Amended 8/18/83)
- e. Height: No higher than the roof line or parapet of the highest building on the premises, except that in the B, C, L-I, or H-I Districts a sign may exceed by a maximum of 18 feet the maximum height of the roof or parapet wall.
- f. Setback: No sign shall be constructed nearer than 2 feet from the nearest property line unless mounted flush to the building wall, in which case the sign shall not exceed 12 inches in thickness.

4. Type D - Identification Signs

- a. Purpose: To announce the name, location, sponsor or occupant of a building or premise, to include bulletin boards for announcement purposes. (Amended 8/18/83)
- b. Size: 15 square feet maximum, per sign.
- c. Number: 2 signs per street upon which the premise faces.
- d. Illumination: Indirect, except that in the B, C, L-I and H-I District direct illumination is permitted where such signs would not face into an A, R-R, R-C, R-1, R-2, MH-1 or MH-2 District within 100 feet from the face of the sign, measured perpendicularly. (Amended 8/18/83)
- e. Height: No higher than the roof line or parapet of the highest building on the premise.
- f. Setback: No sign shall be constructed nearer than 2 feet from the nearest property line unless mounted flush to the building wall, in which case the sign shall not exceed 12 inches in thickness.

5. Type E - Outdoor Advertising Sign or Device

- a. Purpose: To advertise goods and services that may or may not be sold on the premises.
- b. Size: Not to exceed 5 square feet for every 1 foot of street frontage of the property upon which the sign is located, but in no case to exceed 300 square feet per sign.
- c. Number: 1 for each street frontage upon which the property faces and placed so that only 1 sign faces each street.
- d. Illumination: Indirect only.
- e. Height: In the B, C, L-I and H-I Districts a sign may exceed by a maximum of 18 feet the maximum height of the roof or parapet wall. For ground signs, the height shall not exceed the distance from the sign to the nearest point on the property line.

- f. Setback: No sign shall be constructed nearer than 2 feet from the nearest property line unless mounted flush to the building wall, in which case the sign shall not exceed 12 inches of thickness.

6. Type F - Temporary Signs

- a. Purpose: To announce the sale or leasing of a property or building; to announce a public event; to identify the builder, architect or tenant of a proposed building or property; election campaigns.
- b. Size: 20 square feet maximum, per sign.
- c. Number: 1 for each street frontage upon which the property faces and placed so that only 1 sign faces each street.
- d. Illumination: None.
- e. Time limit: 12 months.
- f. Height: Not to exceed 5 feet.
- g. Setback: No sign shall be constructed nearer than 2 feet from the nearest property line unless mounted flush to the building wall, in which case the sign shall not exceed 12 inches of thickness.

SECTION 475.3 - NON-CONFORMING SIGNS

All signs in all districts that become non-conforming at the time of the passage of this Resolution may be maintained and kept in a state of good repair, so long as such signs are not relocated, replaced or structurally altered.

SECTION 480 - NON-CONFORMING BUILDINGS AND USES

Non-conforming buildings and uses shall be those buildings and uses lawful when established, but which do not conform to subsequently established zoning or building regulations. It is the intent and purpose of this Section to declare such buildings and uses to be non-conforming, for the purpose of protecting the health, safety and general welfare, and to regulate their further use under such non-conformity.

SECTION 480.1 - NON-CONFORMING BUILDINGS

A building or structure which is non-conforming at the date of passage of this Resolution may be maintained, except as otherwise provided in this Section.

- 1. Repairs and Alterations:** Repairs and alterations may be made to non-conforming buildings and structures provided no structural alterations shall be made which will alter the nature or use of the building. Repairs and alterations made to non-conforming buildings shall be confined to those necessary for upkeep or replacement due to obsolescence.
- 2. Additions and Enlargements:** Buildings or structures, non-conforming as to use regulations, shall not be added to or enlarged in any manner unless the existing building or structure, as well as any additions or enlargements, are made to conform to all regulations of the zone in which it is located.
- 3. Parking:** A building or structure lacking sufficient automobile parking space or loading area may be altered or enlarged to permit additional parking or loading, provided that such alterations do not affect or otherwise influence the use of the building.
- 4. Moving:** A non-conforming building or structure shall not be moved, in whole or in part, to any other location on the lot unless every portion of the building or structure is made to conform to all regulations of the zone in which it is located.
- 5. Restoration of Damaged Buildings:** A structure or building with a non-conforming use which is destroyed or damaged by earthquake, fire, flood, wind or calamity or act of God or by the public enemy, may be reconstructed and such non-conforming use may be continued. Such restoration or reconstruction shall conform to the Uniform Building Code.

SECTION 480.2 - NON-CONFORMING USE OF LAND

The non-conforming use of land, where no building is involved, existing at the time this Resolution becomes effective, may be continued after the passage of this Resolution, provided:

- 1.** That no such non-conforming use of land shall be expanded or extended in any way on the same or adjoining land.
- 2.** That if such non-conforming use of land or any portion thereof is discontinued or changed, any future use of such land shall be in conformity with the use provisions of the zone in which it is located.

SECTION 480.3 – RECLASSIFICATION

The foregoing provisions shall also apply to buildings, structures, land or uses which hereafter become non-conforming due to any reclassification of zones. Where a period of years is specified by the Board of County Commissioners for the removal of non-conforming uses, such period shall be computed from the date of the reclassification of the zone.

SECTION 480.4 - REMOVAL

Removal of a non-conforming structure or building shall also discontinue any associated non-conforming uses. When initiated by a complain in writing from an adjoining property owner, the Board of County Commissioners may, where significant injury is found, require the removal of a non-conforming building or use within a period of not less than 5 years. Such Notice of Removal shall be filed with the County Clerk and recorded as a restriction on the property.

SECTION 485 - GENERAL CONDITIONS

The following general conditions, where applicable, shall apply in all districts:

1. **Predominant Setback:** A predominant setback shall prevail in any district where lots comprising 50% or more of the block frontage are developed with a front yard either greater or lesser in depth than that prescribed for the district.
2. **Planned Unit Development:** A Planned Unit Development (PUD) may be permitted in any district, except the Agriculture District, on sites of not less than 2 acres in area (net), provided that the Planning Commission and the Board of County Commissioners are able to make a finding that the proposed development is likely to produce a more functional, enduring and desirable environment than would otherwise be possible and that no adverse effect to adjacent properties would result there from.

A pre-application discussion should be held between the applicant and the County Planning staff. The following sequence shall be followed for application approval:

- a. Sketch Plan in accordance with Subdivision Regulations, with associated site plans and building elevations.
- b. Preliminary Plat in accordance with Subdivision Regulations, with revised site plans, building elevations and rezoning application, where needed.
- c. Final Plat in accordance with Subdivision Regulations, with restrictive covenants, as applicable.

The interval between Preliminary Plat approval and Final Plat Approval shall be subject to a 1 year time limit, with 2 extensions of 1 year each possible with Planning Commission approval.

3. **Exercise of Rights:** The exercise of rights granted by a zone change or conditional use permit shall be commenced within 2 years after the date of final approval. Failure to exercise the rights granted by such approval shall cause the original application to be reconsidered by the Planning Commission and the Board of County Commissioners.

4. **Fortification Creek:** No structure or building shall be constructed or erected nearer than 62 ½ feet from the center of Fortification Creek, provided that nothing herein shall prohibit within this area parks, picnic grounds, recreational trails, or the growing and preservation of trees, nursery stock and shrubbery for sale.
5. **Weed Control:** Within all non-agricultural districts a weed control program shall be conducted by the property owner on an annual basis. Such program shall be for the purpose of reducing fire hazard, refuge for insects, spread of weed seed, and visual blight. Weeds subject to control under such a program shall be those identified as primary noxious weeds and secondary noxious weeds under the Colorado Pure Seed Law and such other weeds as may be identified as problem weeds by the Moffat County Weed Control Board. Such control program shall consist of cutting and/or spraying as appropriate for the species involved.

Failure to conduct an annual weed control program as required shall cause the County Planning Department to issue a Notice of Compliance. Failure to comply with such notice within 15 days of Receipt shall cause the County of Moffat to initiate the appropriate control measures at the expense of the property owner.

6. **Floodplain Regulations:** Development within a designated floodplain shall conform to the standards and restrictions contained in the Floodplain Regulations for Moffat County, Colorado (Unincorporated Areas), adopted June 10, 1982, and any amendments thereto as they apply to properties located adjacent to Fortification Creek, San Gulch, Sand Gulch Tributary, Brotherton Gulch, Cedar Mountain Gulch, Pine Ridge Gulch, Lay Creek, and the Yampa River.
7. **Intent to Drill:** Drilling programs for the purpose of exploration (excluding seismograph exploration), extraction of a mineral resource, or installation of a monitoring well, shall be permitted by right in all districts, subject to the filing of an "Intent to Drill" data sheet and a copy of the Multi-Point Program, or such other application information as may be required by the applicable State regulatory agency, with the County Planning Department. Notification of the following entities, as applicable, is also MOCOZO.DOC required prior to commencement of drilling operations: (Amended 8/18/83)
 - a. Surface owner(s) of the drilling site.
 - b. Surface owner(s) of the access road(s).
 - c. Water District Commissioner, if water source is a flowing waterway.
 - d. Water rights owner, if water source is a well, stock pond, irrigation ditch, etc.
 - e. County Road Department, if access is off of a County road.
 - f. State Highway Department, if access is off a State highway.
8. **Home Occupations:** A home occupation shall be allowed as a conditional use in residential districts, subject to the following conditions:
 - a. Such use shall not change the outside appearance of the dwelling or accessory building.
 - b. Such use shall not generate traffic in noticeably greater volumes than would normally be expected in the neighborhood.
 - c. Such use shall provide additional off-street parking sufficient to accommodate the need created by the home occupation.

- d. Such use shall not create a hazard to person or property, result in electrical interference, or become a nuisance.
- e. Such use shall not result in the outside storage of any materials or products.
- f. Such use shall not include the retail sales of products or supplies, except where such products or supplies are incidental to the home occupation or where a home products distributor primarily conducts sales off the premises.
- g. Such use shall not exhibit any exterior advertising or displays other than an identification sign in accordance with Section 475.2-1.
- h. Such use shall not produce any offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.
- i. Such use shall not involve the use of commercial vehicles for delivery of materials to or from the premises, other than a vehicle owned by the operator of the home occupation, and which shall meet the requirements for storage of a commercial vehicle in said district.

A conditional use permit for a home occupation shall be issued only to the individual or individuals who regularly inhabit the dwelling unit and shall not be transferable to any other person, entity or property. If the permittee violates any of the conditions of the permit approval, or if the permittee ceases to engage in the approved home occupation, the permit may be withdrawn after giving the permittee notice and opportunity to be heard.

One or more of the above listed conditions may be waived where an unnecessary hardship is shown to exist. An unnecessary hardship may include, but is not limited to, a physical handicap or an isolated location.

A conditional use application for a home occupation conducted within an area not exceeding 150 square feet of floor space may be reviewed and approved by the Planning Director unless, in the opinion of the Director, special conditions exist that would warrant review and approval by the Planning Commission and the Board of County Commissioner. Home occupations that exceed 150 square feet of floor area shall be reviewed and approved by the Planning Commission and the Board of County Commissioners, accordance with procedures enumerated in Section 405.3. (Amended 8/31/84)

9. Bed & Breakfast Inn: A bed & Breakfast Inn shall be allowed as a conditional use in designated districts subject to the following conditions.

- a. Such use shall not exhibit any exterior advertising or displays other than identification signs in accordance with Section 475.2-4.
- b. Such use shall require connection to a waste water disposal system sized for the proposed use in accordance with Moffat County sewage disposal regulations.
- c. Such use shall be approved only upon submission of a satisfactory Biological Water Test from the Colorado Department of Health.

A conditional use permit for a Bed & Breakfast Inn shall be issued only to the owner. Said use permit shall have a time limit of one year and shall be renewable annually in the month of July by the County Planning Director upon the submission of a satisfactory Biological Water Test from the Colorado Department of Health.

SECTION 490 - MINIMUM SIZE OF NEW DISTRICTS

No amendment to the Official Zoning Map shall be made that would create or allow to remain a zoned area of less than the following gross areas for a new district:

1. A - Agriculture: 35 acres
2. R - R - Rural Residence: 35 acres
3. R - C - Rural Community: 35 acres (Adopted 7/20/83)
4. R - 1 - Low Density Residential: 20 acres
5. R - 2 - Medium Density Residential: 5 acres (Amended 8/18/83)
6. MH - 1 - Mobile Home Subdivision: 20 acres
7. MH - 2 - Mobile Home Park: 5 acres
8. B - Business: 5 acres
9. C - Commercial: 5 acres
10. L - I - Light Industrial: 5 acres
11. H - I - Heavy Industrial: 35 acres
12. O - Open: No minimum

Districts that are smaller than the approved areas may be initiated by the Planning Commission or the Board of County Commissioners when such districts are determined to be in the public interest.



January 14th, 2025

Retainage Release to C.R Contracting

Release of partial retainage Fee for final settlement to C.R Contracting for the 2024 airport apron seal coat pursuant to revised statues 1973, Section 38-26-107.

The Airport has advertised for the release of final payment in the Craig Press on January 1st 2025 and again on January 8th 2025. No notices or claims of outstanding payments have been received. We would like consent to release final payment to C.R Contracting in the amount of \$6283.70.

Thank you,

Candace Miller

Craig-Moffat County Airport Manger

715 Horizon Drive, Suite 225
 Grand Junction, Colorado 81506
 Phone: 970.242.0101
www.armstrongconsultants.com
 email: evliek@hwlochner.com

Transmittal

To:	Candace Miller, Planning Department	Date:	12/19/2024
	Moffat County, CO	Re:	Airport
	221 W. Victory Way, Suite 250		
	Craig, CO 81625	Job No.	236898

Copies	Date	Description
1	12/19/2024	C.R. Contracting Pay App, for payment

- | | | |
|--|---|---|
| <input type="checkbox"/> As Requested | <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> For Your Use |
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> For Your Files |
| <input type="checkbox"/> For Signature | <input type="checkbox"/> Returned for Corrections | |

If enclosures are not as listed, please notify us at once.

Signed _____ Erik Vliek

FINAL APPLICATION FOR PAYMENT

To City of Craig and Moffat County (OWNER). Contract for Craig-Moffat County Airport Improvements dated February 27, 2024. OWNER'S ACI No. 236898 for Work accomplished through the date of October 25, 2024.

ATTACH ITEMIZED LIST

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 72,968.00
_____	LESS 0 % RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 72,968.00
_____	LESS PREVIOUS PAYMENTS	\$ 66,684.30
_____	AMOUNT DUE THIS APPLICATION	\$ 6,283.70

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous Progress Payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of final acceptance of Project free and clear of all liens, claims, security interests and encumbrances.

Dated 12/10/24

C.R. Contracting, LLC
CONTRACTOR

By robert michael

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/16/2024

Armstrong Consultants, Inc.
ENGINEER

By [Signature]

OWNER'S Approval:

This Application is approved.

Dated _____

City of Craig
SPONSOR

By _____

Dated _____

Moffat County
SPONSOR

By _____

Subject: Request to Waive Bid Process and award the Grandstands Roof Project

County Commissioner's,

I am formally asking to request to waive the standard bidding process and award a bid for the Grandstands Roof Project.

This request is based on the urgency of getting the project done before our late winter, early spring season hits with the building being booked quite often. The current roof leak is getting worse and worse, causing more and more drywall damage and water problems during current events held in the Grandstands Building this winter. I am also making this request due to the lack of interest from contractors that I had this fall due to the uniqueness of the project with it being a sub roof under the Grandstand's bleachers. I reached out to 3 separate contractors and only 2 provided any numbers to move forward with as we worked with our insurance company as well. Our insurance provided a payment of \$24,813.51; total budgeted amount for this project for 2025 is \$130,000.

Jenison Construction has provided a bid with a Duro-Last 50 mil PVC membrane material that comes with a 15 year warranty and a total number of \$127,750.00. Charchalis Construction and Insulation also has provided a bid with a TPO 60 Mil membrane material that comes with a 30-year warranty and a number of \$134,760.00, but that is without bonding included. I recommend we award Jenison Construction the project as they are the low bid.

Thank you for considering this request

Sincerely,

Kyler Scott

Fairgrounds/Cemetery Director

AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 14th day of January 2025 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Jenison Custom Builders, Inc. ("Contractor"), whose address is PO Box 303 Craig, CO 81626 and whose telephone number is 970-629-1388.

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

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

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

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

Article 1 - Scope of Work.

1. The Contractor shall complete all tasks to satisfaction as needed to Replace the roof under the grandstands at the Moffat County Fairgrounds located at 704 E Victory Wa7, Craig, CO 81625 as outlined in the Exhibit below:

Exhibit "A" Estimate from Jenison Custom Builders dated 9/4/2024

Article 2 - Time of Performance.

- 2.1 Services of the Contractor shall commence on 01/11/2025 and shall be substantially completed on or before 4/30/2025, no matter the date of execution of this agreement.

Article 3 - Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be One Hundred Twenty Seven Thousand Seven Hundred Fifty and 00/100 cents (\$127,750.00). The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 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.
- 3.3 **LIQUIDATED DAMAGES:** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred dollars

(\$100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

Article 4 – Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
 - 95% of the work completed, and
 - 95% of materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.

- 4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

Article 5 - Records, Reports, and Information.

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

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

Article 6 - Audits and Inspections.

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

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

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

Article 10 - Indemnification.

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

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - Insurance.

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

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

Workers' Compensation & Employers' Liability and Unemployment Insurance:
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

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

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

Contractor waives any right of recovery against the BOCC, its employees or agents for any damages, losses, or liabilities covered by insurance. This waiver applies whether such damages, losses, or liabilities arise from negligence, breach of contract, or any other causes of action. Contractor will make sure that any insurance policy referenced in this Agreement includes a provision stating that the insurer of such insurance policy waives any right of subrogation against the BOCC, its employees or agents

Article 12 - Document Ownership - Works Made for Hire.

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

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

Article 13 - Inspections, corrections, removal, or acceptance of defective work

13.01 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

13.02 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

13.03 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

13.04 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

13.05 Correction Period

A. If within 30 days year after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project if possible and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or BOCC's property or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

13.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

13.07 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 14 Termination for Cause.

14.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

14.02

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.
2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 15 - Termination for Convenience.

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

Article 16 - Conflict of Interest.

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

Article 17 - Modifications.

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

Article 18 - Governing Law.

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

Article 19 - Severability.

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

Article 20 - Notices.

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

BOCC's Representative:

Tony Bohrer
MCBOCC Chair
1198 West Victory Way, Suite 104
Craig, CO 81625
(970) 824-5516

Contractor:

Jenison Custom Builders, Inc.
Justin Jenison
P.O. 303
Craig, CO 81626
970-629-1388

Article 21 - Headings.

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



**EXHIBIT
A**

Estimate

ADDRESS

Kyler Scott
221 W Victory Way
Ste 130
Craig, CO 81625

ESTIMATE # 3598
DATE 09/04/2024

DESCRIPTION	QTY	RATE	AMOUNT
Moffat County Permit Fee: To be applied once obtained if applicable	1	0.00	0.00
Ballast Removal: Remove and dispose of existing rock ballast on grandstands roof.	1	11,400.00	11,400.00
Grandstands New Roof: Install new Duro-Last 50 mil PVC membrane roofing over existing EPDM roofing throughout roof under Fairgrounds Grandstand area. (All necessary labor and materials) (Includes Duro-Last NDL warranty)	1	100,800.00	100,800.00
Access Closure: Install metal angle iron between sections and metal pro-panel style siding to block off access across front of lower section of Grandstand area to prevent access.	1	8,700.00	8,700.00
Drywall Repair: Repair areas of damaged drywall and insulation inside where leak damage has occurred. Tape and texture drywall to match existing. Paint entire ceiling. (All necessary labor and materials)	1	6,850.00	6,850.00
Includes Payment and Performance bond for %50 of total job value.	1	0.00	0.00

Additional work unspecified in estimate or blueprint will be billed time and materials at \$95/man hour. Total balance is due upon completion of work. 2% charge on all balances past 30 days. 50% deposit is due prior to beginning work. Additional charges for any necessary repairs which are unable to be determined prior to demolition will apply. No warranty is offered for roof repairs or shingle roof layovers.

TOTAL **\$127,750.00**

Accepted By

Accepted Date