

**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 27, 2026**

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) January 13 (pgs 3-7)

**Resolutions:**

- b) 2026-11: Voided Warrants for January (pg 8)
- c) 2026-12: Payroll (pg 9)
- d) 2026-13: A/P for December 2025 (pg 10)
- e) 2026-14: Rescinding Moffat County Resolution 2013-44 & Setting Exempt Employee Compensatory Time Off Policy (pgs 11 & 12)
- f) 2026-15: A/P for January 2026 (pg 13)
- g) 2026-16: P-cards (pg 14)

**Contracts & Reports:**

- h) Yampa Valley Bar & Grill/Golf Course Annual Permit Application & Report of Changes (pgs 15-25)
- i) X-Field Services Salvage Metal Pickup & Disposal contract (pgs 26-30)
- j) Greater Sandhill Crane week proclamation (pg 31)
- k) Ratify:
  - Water Court Statement of Opposition (pgs 32-34)
  - Letter of Support for Rio Blanco County Disaster Declaration Appeal (pgs 35 & 36)
  - Cemetery Tree Removal contract w/Tri County Services (pgs 37-45)
  - Furnace Replacement contract w/Masterworks Mechanical (pgs 46-54)

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:**



## Staff Reports:

### 1) Road & Bridge Department – Dan Miller

- Cattle Guard Iron bid recommendation (pg 55)

### 2) Office of Development Services – Neil Binder

- Resolution 2026-17: Resolution Creating the Office of County Manager and Prescribing the Duties Thereof Pursuant to C.R.S. § 30-11-10(1)(n) (pgs 56 & 57)
- Approve applying for the EIAF Tier 1 grant for the creation of a Moffat County Manager position (Energy and Mineral Impact Assistance Program)
- Approve the Chair to sign the grant documents necessary to complete and submit the application within DOLA's timeline

## Adjournment

The next scheduled BOCC meeting will be Tuesday, February 10, 2026 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/qC-nyMyotHk?feature=share>

OR

<https://www.youtube.com/@moffatcountygovernment7518>

**\*\*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*



1:13 PM 1/23/2026

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

January 13, 2026

In attendance: Melody Villard, Chair; Donald Broom, Vice-Chair; Tony Bohrer, Board Member; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Jon Miller; Neil Binder; Roy Tipton; Max Salazar; Chris Nichols; Dan Miller; Bruce White; Dayton Dowling; Jeff Comstock; Glenn Kelsey

Call to Order  
Pledge of Allegiance

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) December 30; December 31 – Special Meeting

Resolutions:

- b) 2026-01: Payroll
- c) 2026-02: Voided Check Resolution
- d) 2026-03: Transfer of Intergovernment Funds
- e) 2026-04: Official Newspaper
- f) 2026-05: Treasurer Depositories
- g) 2026-06: BCC Meeting Dates/Postings
- h) 2026-07: Transfer of Payment of Warrants for December 2025
- i) 2026-08: Transfer of Payment of Warrants for January 2026
- j) 2026-09: Payroll
- k) 2026-10: Correction to Resolution 2025-135

Contracts & Reports:

- l) Treasurer's Reports (3)
- m) Discharge Monitoring Report: Limestone Pit
- n) Clerk's Office/ERTB Recording Grant contract
- o) Intergovernmental Agreement - Town of Dinosaur & Moffat County – Ambulance Services contract w/Town of Rangely
- p) Memo of Understanding – Department of Human Services & Finance Department
- q) Delta Dental Benefits Contract
- r) Department of Human Services Service Agreement w/LanguageLine Phone Interpreting Services
- s) Moffat County Department of Public Health Volunteer Policy

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

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

## Public Comment/General Discussion:

There was no Public Comment or General Discussion

### Board of County Commissioners

- Announce Community Volunteer Board seat appointments (see attached)

The appointments are as follows:

Airport Advisory Board:	Daryl Willshire Kevin Peck
Cemetery Board:	Sunshine White
Employee Retirement Board:	Brad McDermott
Hamilton Community Center Board:	Shawn Brookshire
Housing Authority Board:	Shannon Buchanan
Land Use Board:	Mike Camblin – Ag Rep Doug Davis – Business Rep Miranda Kawcak – Environment Rep Ken Bekkedahl – Environment Alt Travis Sondrol – Mineral/Mining Alt Jerod Smith – Government Agency Rep
Library Board of Trustees:	Carol Haskins Katie Johnston
MCTA:	Maegan Veenstra Nick LaGorga Emma Attolini
Maybell Volunteer Dept Advisory Board:	Joyce Barnes Todd Weber James Malaro
Memorial Regional Health Board of Trustees:	Amy Updike
Planning & Zoning Commission:	Megan Cook Rena Olson

Bohrer moved to approve the slate of candidates as read. Broom seconded the motion. Motion carried 3-0.

- Reappoint Colorado River District Board representative (see attached)

Tom Gray reapplied to represent Moffat County on the Colorado River District Board for another three-year term.

Broom moved to reappoint Tom Gray as the Moffat County representative to the Colorado River District Board for a three-year term. Bohrer seconded the motion. Motion carried 3-0.

## Staff Reports:

### Road & Bridge Department - Dayton Dowling & Bruce White

- Bid Recommendation(s): (see attached)

- Cattle Guard Iron

Four bids were received:

• Doughty Steel & Machine (Delta)	\$26,516.00
• Pacific Steel & Recycling	\$31,865.24
• Craig Steel	\$32,212.00
• Vraid Systems Ltd	\$77,700.00

The total budget allocated for 2026 Cattle Guard Iron and Miscellaneous is \$50,000.00. The bid submitted by Doughty Steel & Machine includes FOB pricing (delivery), resulting in additional cost savings to the County. The Road & Bridge Department recommends awarding the 2026 Cattle Guard Iron and Miscellaneous Steel bid to Doughty Steel & Machine of Delta in the amount \$26,516.00.

Bohrer moved to approve the bid recommendation for Doughty Steel in the amount of \$26,516.00. Broom seconded the motion. Motion carried 3-0.

- Mag Chloride

One bid was received from Envirotech Services, at a unit cost of \$1.23/gallon. The cost last year was \$1.15/gallon, a 6.5% increase. For the 2026 application season\* the total projected quantity of magnesium chloride to be applied is approximately 747.048 gallons.

The Road & Bridge Department anticipate that private entities will be funding a portion of this volume, with contributions totaling approximately 81,712 gallons. At the bid price, these private contributions total \$100,505.76, resulting in an estimated County-funded volume of 658,050 gallons. At a bid price of \$1.23/gallon, the total projected cost to Moffat County is \$809,401.50, which is well within the approved budgeted amount.

The Road & Bridge Department recommends awarding the 2026 Magnesium Chloride application project to Envirotech Services.

Broom moved to approve the bid recommendation for Envirotech Services for Mag Chloride in the amount of \$809,401.50. Bohrer seconded the motion. Motion carried 3-0.

- Salvage Metal

Only one bid was received for 2026 Metal Salvage contract. That bid was from X-Field Services for \$31.00/ton.

White recommended accepting the bid from X-Field Services.

Bohrer moved to approve the bid recommendation for X-Field Services for \$31.00/ton. Broom seconded the motion. Motion carried 3-0.

Office of Development Services – Neil Binder & Craig Skatepark Alliance – Jon Miller

- Sale & Operating Agreement between Moffat County & Craig Skatepark Alliance

Binder presented the Sale & Operating Agreement between Moffat County & Craig Skatepark Alliance. The purpose of which is to (1) transfer ownership of certain portable skateboarding ramps donated to CSA from the NW CO Skate Dream, to the County for nominal consideration, and (2) establish terms under which the County will work with the CSA to temporarily set up, supervise, and operate these ramps inside the covered picnic shelter located at the corner of U.S. Highway 40 and Bellaire Street in Craig, Colorado (“Facility”) during the winter season ending **Sunday, April 26, 2026**. “Skate at your own risk”, rules and etiquette signage will be posted.

Broom moved to approve the Sale & Operating Agreement between Moffat County & Craig Skatepark Alliance. Bohrer seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:

Planning & Zoning Department – Candace Miller

- S-26-01 - Skull Creek Casitas Minor-Sketch/Prelim
- S-26-02 - Kama Investments LLC Minor-Sketch/Prelim
- E- 26-01 - McClatchie- Benson Exemption

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

Miller explained that there had not been a quorum of Planning & Zoning Commission meeting on January 7<sup>th</sup>, so there are no formal recommendations for any of the applications presented today.

Miller presented:

- S-26-01 - Skull Creek Casitas Minor-Sketch/Prelim (see attached)

This is a four-lot minor resubdivision of Skull Creek Estates. There are no concerns from the Road & Bridge Department, the Sheriff's Office, or the Division of Water Resources – there are no water requirements.

Villard asked if anyone present wanted to testify either for or against this request; there was none. The Public Hearing was closed.

Back in regular session, Bohrer moved to approve S-26-01 - Skull Creek Casitas Minor-Sketch/Prelim. Broom seconded the motion. Motion carried 3-0.

- S-26-02 - Kama Investments LLC Minor-Sketch/Prelim (see attached)

This a three-lot minor subdivision. No concerns from the Road & Bridge Department or the Sheriff's Office. Division of Water Resources had concerns due to an existing residence on one of the lots that pulls water directly from the river with a senior water right. They would need to work with DWR regarding the split water rights.

Villard asked if anyone present wanted to testify either for or against this request; there was none. The Public Hearing was closed.

Back in regular session, Broom moved to approve S-26-02 - Kama Investments Minor-Sketch/Prelim. Bohrer seconded the motion. Motion carried 3-0.

- E- 26-01 - McClatchie- Benson Exemption (see attached)

No previous exemptions on this parcel, consisting of 84.88 total acres, which is split by a county road. The split off section is 4.81 acres and they would like to sell it. The minimum acreage in Ag is 5 acres; the property owners provided a letter explaining their situation and are asking for an exception to that.

Villard asked if anyone present wanted to testify either for or against this request; there was none. The Public Hearing was closed.

Back in regular session, Bohrer moved to approve E-26-01 - McClatchie-Benson Exemption. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:55 am

The next scheduled Board of County Commissioners meeting is Tuesday, January 27, 2026

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

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

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

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

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

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

RESOLUTION 2026-11  
VOIDED WARRANTS RESOLUTION  
FOR THE MONTH OF JANUARY

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:

01.27.26

TO: WARRANT FUND	10-0000-2003	\$ 213.69	CR
VOID FUND	WARRANT #	VENDOR NAME	
ROAD & BRIDGE	441995	Marlin Leasing Corporation cancelled service	\$ 113.69 DR
	442435	James Cox wrong vendor	\$ 100.00
FROM: WARRANT FUND	10-0000-1001	\$ 213.69	

Adopted this 27th day of January, 2026

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### Chairman

STATE OF COLORADO )  
 )ss.  
COUNTY OF MOFFAT )

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

WITNESS my hand and seal this 27th day of January, A.D. 2026

DR

### County Clerk & Ex-officio

**RESOLUTION 2026-12**  
**PAYMENT OF PAYROLL WARRANTS**  
**Payroll Ending 1/17/2026**

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 1/30/2026**

FROM FUND:

General	0010.7000	\$227,564.57	cr
Road & Bridge	0020.7000	\$133,445.18	cr
Landfill	0070.7000	\$11,241.29	cr
Airport	0120.7000	\$818.80	cr
Library	0130.7001	\$10,003.38	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$5,308.41	cr
Mo Co Tourism	0320.7000	\$2,431.22	cr
PSC Jail	0072.7000	\$61,028.30	cr
Human Services	0030.7100	\$52,990.84	cr
Public Health	0065.7000	\$12,165.16	cr
SM I	0168.7000	\$3,485.06	cr
SM II	0169.7000	\$4,278.21	cr
TO FUND:			
Warrant	0100.1000	\$524,760.42	dr

Adopted this 27th day of January A.D. 2026

\_\_\_\_\_  
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 2026-13  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF DECEMBER 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:	1/27/2026
General	110	\$17,788.32 CR 0010.7000
Road & Bridge	200	\$61,429.52 CR 0020.7000
Landfill	240	\$42,230.94 CR 0070.7000
Airport	260	\$5,596.87 CR 0120.7000
Emergency 911	270	CR 0350.7000
Capital Projects	510	\$10,950.89 CR 0160.7000
Conservation Trust	211	CR 0060.7000
Library	212	\$365.13 CR 0130.7001
Maybell Sanitation	610	CR 0280.7000
Health & Welfare	720	\$39,768.53 CR 0080.7000
Senior Citizens	215	CR 0170.7000
Internal Service Fund	710	CR 0325.7000
Lease Purchase Fund	410	CR 0175.7000
NCT Telecom	520	CR 0166.7000
Mo Co Tourism Assoc	219	CR 0320.7000
PSC - JAIL	210	\$34,201.98 CR 0072.7000
Human Sevices	220	\$11.78 CR 0030.7100
Public Health	250	CR 0065.7000
Sunset Meadows I	910	CR 0168.7000
Sunset Meadows I Security	910	CR 0167.7000
Sunset Meadows II	920	CR 0169.7000
Sunset Meadows II Security	920	CR 0171.7000
ACET	275	CR 0040.7000
Shadow Mountain LID	530	CR 0110.7000
MC Local Marketing District	231	\$19,479.99 CR 0050.7000
To Fund Warrant		\$231,823.95 DR

Adopted this 27th day of January, 2025

Chairman

## **RESOLUTION 2026 – 14**

### **RESCINDING MOFFAT COUNTY RESOLUTION 2013-44 & SETTING AMENDED MOFFAT EMPLOYEE HANDBOOK WORKWEEK**

WHEREAS, the Board of County Commissioners of Moffat County, State of Colorado, is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and Colorado Revised Statutes §30-11-101, §30-11-103, and §30-11-107; and

WHEREAS, pursuant to C.R.S. §30-11-103, the powers of a county as a body politic and corporate shall be exercised by the board of county commissioners; and

WHEREAS, the Human Resources Department has requested that the Board of County Commissioners consider rescinding Moffat County Resolution 2013-44, entitled Amended Moffat County Employee Handbook Workweek. (Amending Resolution 2013-44); and

WHEREAS, the Human Resources Department was instructed to adjust such a policy; and

WHEREAS, the attached policy has been reviewed by both the Board of County Commissioners, County Attorney and the Human Resources Director and found to be in the best interest of Moffat County, Moffat County Employees and Moffat County Citizens; and

NOW THEREFORE BE IT RESOLVED, the Board of County Commissioners by motion made on this date, hereby RESCINDS Moffat County Resolution 2013-44 entitled Exempt Employee Compensatory Time Off Policy (Amending Resolution 2013-44);

FURTHER, THEREFORE IT BE RESOLVED, the Board of County Commissioners by motion made on this date, hereby approves the attached Exempt Employee Compensatory Time Off Policy and that the effective date shall be January 27<sup>th</sup>, 2026.

ADOPTED this 27<sup>th</sup> day of January, 2026.

**MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS**

STATE OF COLORADO      )  
                                    ) ss.  
COUNTY OF MOFFAT      )

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Melody Villard, Chair

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

WITNESS, my hand and the seal of said County this 27<sup>th</sup> day of January, 2026.

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

**MOFFAT COUNTY**  
**Amended Exempt Employee Compensatory Time Off Policy**

**POLICY**

Exempt employees are by definition exempt from overtime provisions of the Fair Labor Standards Act of 1938. The Department of Labor established additional regulations that will apply only to exempt employees of the public sector (29 C.F.R. §541.5D). Moffat County is requiring that all exempt employees satisfy a 40-hour workweek either through actual hours worked or a combination of actual hours worked, vacation, sick leave and comp time. If the 40-hour workweek is not satisfied, then Moffat County will automatically deduct the employee's leave in the order of comp time and vacation time. If the employee does not have enough comp time and vacation time to deduct from, then Moffat County may deduct from the employee's wages. However, in order to avoid excesses in the number of hours worked and to mitigate seasonal variations in workload inherent in some jobs, the following will apply:

1. Employees who work in excess of forty (40) hours per week may accumulate such excess hours above forty (40) in the form of comp time on an hour-for-hour basis.
2. Comp time may be taken off at a later date on an hour for hour basis.
3. The use of comp time must be requested in advance and is subject to approval by the appropriate Department Head or Elected Official.
4. Comp time may be accumulated to a maximum of 40 hours. Any time in excess of 40 hours will not be compensated.
5. Comp time taken will not be counted as hours worked for the purpose of accumulating additional comp time during the week in which they are taken, but they will be counted towards hours to satisfy the 40-hour workweek requirement.

Example: An employee cannot take 10 hours of comp time on Monday and then work 40 hours Tuesday thru Thursday, expecting to earn six hours of comp time for that week. The employee would not have to take any time off for vacation, sick leave, or comp time for Monday because the 40-hour workweek requirement was met by working 40 hours Tuesday thru Thursday.

6. The use of comp time on an hour for hour basis continues to apply when an employee is working an alternative schedule (such as four ten-hour days, or four nine-hour days and a four-hour day, etc.). The intent of this language is to prevent abuses such as an employee attempting to use only eight hours of comp time when scheduled to work a 10-hour day, or to be charged eight hours when scheduled to work only a four-hour day.
7. Employees are expected to maintain their normal working hours as much as possible, and nothing in this policy shall be construed to authorize absences or scheduling which disrupt customer services, as determined by the appropriate Department Head or Elected Official.
8. If a position is seasonal to such an extent that scheduling allows, individuals may use all accumulated time in one continuous time frame during the off-season, subject to the determination and approval of the appropriate Department Head or Elected Official.
9. When any employment is terminated for any reason any remaining comp time will be forfeited.

RESOLUTION 2026-15  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF JANUARY 2026

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:	1/27/2026
General	110	\$169,062.86 CR 0010.7000
Road & Bridge	200	\$46,032.71 CR 0020.7000
Landfill	240	\$1,899.15 CR 0070.7000
Airport	260	CR 0120.7000
Emergency 911	270	\$147.20 CR 0350.7000
Capital Projects	510	\$954,224.57 CR 0160.7000
Conservation Trust	211	\$26,640.00 CR 0060.7000
Library	212	\$6,315.22 CR 0130.7001
Maybell Sanitation	610	CR 0280.7000
Health & Welfare	720	\$328,177.57 CR 0080.7000
Senior Citizens	215	\$1,224.38 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	\$22,695.00 CR 0320.7000
PSC - JAIL	210	\$7,938.80 CR 0072.7000
Human Sevices	220	\$13,968.88 CR 0030.7100
Public Health	250	\$579.38 CR 0065.7000
Sunset Meadows I	910	\$32,439.33 CR 0168.7000
Sunset Meadows I Security	910	CR 0167.7000
Sunset Meadows II	920	\$21,086.45 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	\$1,608.72 CR 0050.7000
To Fund Warrant		\$1,634,040.22 DR

Adopted this 27th day of January, 2026

Chairman

**RESOLUTION 2026-16  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF JANUARY 2026**

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:	1/27/2026	
General	110	<u>\$30,740.01</u>	CR 0010.7000
Road & Bridge	200	<u>\$3,043.45</u>	CR 0020.7000
Landfill	240	<u></u>	CR 0070.7000
Airport	260	<u>\$400.35</u>	CR 0120.7000
Emergency 911	270	<u></u>	CR 0350.7000
Capital Projects	510	<u>\$480.17</u>	CR 0160.7000
Conservation Trust	211	<u></u>	CR 0060.7000
Library	212	<u>\$959.08</u>	CR 0130.7001
Maybell Sanitation	610	<u></u>	CR 0280.7000
Health & Welfare	720	<u></u>	CR 0080.7000
Senior Citizens	215	<u>\$1,064.47</u>	CR 0170.7000
Internal Service Fund	710	<u>\$1,968.00</u>	CR 0325.7000
Lease Purchase Fund	410	<u></u>	CR 0175.7000
NCT Telecom	520	<u>\$2,391.38</u>	CR 0166.7000
Mo Co Tourism Assoc	219	<u>\$1,668.57</u>	CR 0320.7000
PSC - JAIL	210	<u>\$5,958.10</u>	CR 0072.7000
Human Sevices	220	<u>\$1,946.93</u>	CR 0030.7100
Public Health	250	<u>\$1,313.13</u>	CR 0065.7000
Sunset Meadows I	910	<u>\$2,445.55</u>	CR 0168.7000
Sunset Meadows I Security	910	<u></u>	CR 0167.7000
Sunset Meadows II	920	<u>\$2,445.51</u>	CR 0169.7000
Sunset Meadows II Security	920	<u></u>	CR 0171.7000
Museum	229	<u></u>	CR 0310.7000
ACET	275	<u>\$1,275.41</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>\$58,100.11</u>	DR



# Clerk & Recorder

*Stacy Morgan, Clerk & Recorder*

January 27, 2026

To: Moffat County Board of Commissioners

Yampa Valley Bar & Grill, Liquor License #03-11382, has applied for their annual change in Board Members and also a change of Manager. Enclosed you will find the required documents necessary to do so. Please reach out if you have any questions or concerns.

Thank you,

*Stacy Morgan*

Stacy Morgan  
Moffat County Clerk & Recorder

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

LLC/Partnership  Corporation

**See Instructions and Fee Schedule on Page 1 and 2**

Corporate/LLC Partnership Name YAMPA VALLEY BAR & GRILL, LLC	State Tax Account Number 821	State Liquor License Number 03-11382
Trade Name YAMPA VALLEY BAR & GRILL		Telephone Number 970-8243673
Address of Licensed Premises 2179 HWY 394		
City CRAIG	State CO	ZIP Code 81625
Mailing Address if different than above PO BOX 1110		
City CRAIG	State CO	ZIP Code 81626

**List all officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner Must Fill Out a DR 8404-I (Individual History Record).**

Position Held PRESIDENT	Name STEVEN EUGENE MANEOTIS	Date of Birth (MM/DD/YY) 06/21/61
Home Address 1 [REDACTED]		Replaces [REDACTED]
Position Held BOARD MEMBER	Name EDWIN RAY ANDERSON	Date of Birth (MM/DD/YY) 01/21/63
Home Address [REDACTED]		Replaces MICHAEL SHANE CAMILL
Position Held TREASURER	Name JOHN EDWARD DOANE	Date of Birth (MM/DD/YY) 11/21/63
Home Address [REDACTED]		Replaces JOE M. PADON
Position Held SECRETARY	Name MICHAEL JOSEPH GUSH	Date of Birth (MM/DD/YY) 06/15/58
Home Address [REDACTED]		Replaces TERRESA LYNN WHITE

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

LLC/Partnership  Corporation

See Instructions and Fee Schedule on Page 1 and 2

Corporate/LLC Partnership Name	State Tax Account Number	State Liquor License Number
Trade Name		Telephone Number
Address of Licensed Premises		
City	State	ZIP Code
Mailing Address if different than above		
City	State	ZIP Code

**List all** officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner **Must Fill Out** a DR 8404-I (Individual History Record).

Position Held	Name	Date of Birth (MM/DD/YY)
VICE PRESIDENT	JOHN ANDREW MANEOTIS	07/23/60
Home Address		Replaces
3 [REDACTED]		
Position Held	Name	Date of Birth (MM/DD/YY)
BOARD MEMBER	NATHAN LUKE TUCKER	12/19/78
Home Address		Replaces
4 [REDACTED]		
Position Held	Name	Date of Birth (MM/DD/YY)
BOARD MEMBER	TIMOTHY RICHARD KNEZ	10/05/77
Home Address		Replaces
7 [REDACTED]		
Position Held	Name	Date of Birth (MM/DD/YY)
Home Address		Replaces

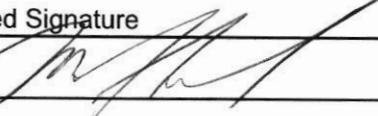
**List all 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed **Must Fill Out a DR 8404-I (Individual History Record)****

Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Registered Agent		
YAMPA VALLEY BAR & GRILL LLC MICHAEL GUSH SECRETARY BOARD OF DIRECTORS		
Address For Service		
P [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]		

## Oath of Application

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

Authorized Signature



Title

Date (MM/DD/YY)

SECRETARY BOARD OF DIRECTORS

11/28/25

## Report of Local Licensing Authority

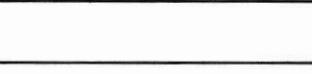
The foregoing changes have been received and examined by the Local Licensing Authority.

Local Licensing Authority For

Moffat County

County  Town/City

Authorized Signature



Title

Date (MM/DD/YY)

Attest

Date (MM/DD/YY)

**Do Not Write In This Space – For Department of Revenue Use Only**

### Liability Information

License Account Number

Applicant ID

Check Number

Total

## Permit Application and Report of Changes

**All Answers Must Be Printed in Black Ink or Typewritten**

**Applicant is a**  Corporation  Individual  Partnership  Limited Liability Company

License Number

03-11382

Name of Licensee

YAMPA VALLEY BAR & GRILL, LLC

Trade Name of Establishment (DBA)

YAMPA VALLEY BAR & GRILL

Address of Premises (specify exact location of premises)

2179 HIGHWAY 394

City	County	State	ZIP Code
CRAIG	MOFFAT	CO	81625

Business Email Address

PO BOX 1110 CRAIG, COLORADO 81626

Business Phone Number

9708243673

**Select the Appropriate Section Below and Reference the Instructions on Page 1.**

### Section A – Manager

<input checked="" type="checkbox"/> Manager's Registration (Hotel & Restaurant).....	\$30.00
<input type="checkbox"/> Manager's Registration (Tavern).....	\$30.00
<input type="checkbox"/> Manager's Registration (Lodging Facility).....	\$30.00
<input type="checkbox"/> Manager's Registration (Entertainment Facility).....	\$30.00
<input checked="" type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.).....	No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

### Section B – Duplicate License

<input type="checkbox"/> Duplicate License .....	\$50.00
--	---------

## Section C

Retail Warehouse Storage Permit (each)..... \$100.00

Wholesale Branch House Permit (each)..... \$100.00

Change Corporation or Trade Name Permit (each)..... \$50.00

Change Location Permit (each)..... \$150.00

Noncontiguous or Primary Manufacturing Location Change..... \$150.00

Change, Alter or Modify Premises..... \$150.00 x  Total Fee:

Addition of Optional Premises to  
Existing Hotel/Restaurant ..... \$100.00 x  Total Fee:

Addition of Related Facility to an Existing  
Resort or Campus Liquor Complex..... \$160.00 x  Total Fee:

Campus Liquor Complex Designation..... No Fee

Sidewalk Service Area..... \$75.00

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued

License Account Number

Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

**Total Amount Due**

\$  .00



## **Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area**

**Note:** Licensees may not modify or add to their licensed premises until approved by state and local authorities.

**(a) Describe change proposed**

**(b) If the modification is temporary, when will the proposed change:**

Start (month/day/year)

End (month/day/year)

**Note: The total state fee for temporary modification is \$300.00**

**(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?.....**  Yes  No

**(If yes, explain in detail and describe any exemptions that apply)**

**(d) Is the proposed change in compliance with local building and zoning laws?.....**  Yes  No

**(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?.....**  Yes  No

**(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.**

**(g) Attach any existing lease that is revised due to the modification.**

**(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.**

## Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services I wish to designate my existing:

Liquor License Type

Liquor License Number

to a Campus Liquor Complex.....

Yes  No

### Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

#### Address of Related Facility

Address

City

State

ZIP Code

Outlined diagram provided.....

Yes  No

### Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Print Name

Title

Electronic signature is not accepted, physical signature is required.

Date (MM/DD/YY)

11/13/2025

### Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)

Date filed with Local Authority

11/13/2025

Signature

Title

Date (MM/DD/YY)

..

### Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Electronic signature is not accepted, physical signature is required.

Title

Date (MM/DD/YY)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Yampa Valley Bar & Grill, LLC

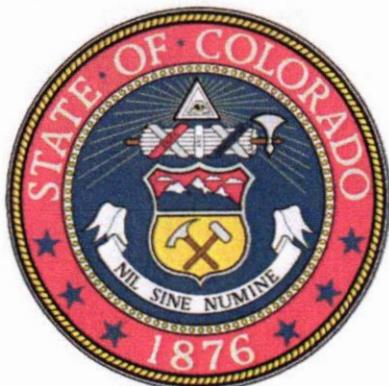
is a

Limited Liability Company

formed or registered on 01/16/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191042574 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/10/2025 that have been posted, and by documents delivered to this office electronically through 11/12/2025 @ 15:20:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/12/2025 @ 15:20:01 in accordance with applicable law. This certificate is assigned Confirmation Number 17879106 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

## CONTRACT OF SERVICES AGREEMENT

This CONTRACT OF SERVICES AGREEMENT ("Agreement") made this 13th day of January, 2026, 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, 2026, and shall be substantially completed on or before December 31, 2026 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. 1<sup>st</sup> 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 20<sup>th</sup> 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.

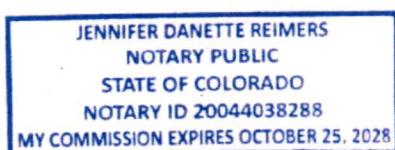
BOARD OF COUNTY COMMISSIONERS Attest:  
MOFFAT COUNTY, COLORADO

By: \_\_\_\_\_ Clerk to the Board \_\_\_\_\_  
Melody Villard, Chair

**CONTRACTOR:**

The foregoing instrument was acknowledged before me this 16 day of January, 2026, by  
Katic Hacking in their capacity as Managing Member  
(title) of X Field Services.

MY COMMISSION EXPIRES: 10/25/2028



Jennifer Deimers  
Notary Public



## GREATER SANDHILL CRANE WEEK 2026 PROCLAMATION



WHEREAS, Greater Sandhill Cranes are an iconic species that breed and raise their young in Moffat County as well as stage here in the fall

WHEREAS, Greater Sandhill Cranes are large, ancient birds dating back 2.5 million years and are famous for their elaborate dancing and loud bugling calls

WHEREAS, Greater Sandhill Cranes mate for life, show strong commitment to family, and can live for more than 20 years in the wild

WHEREAS, Greater Sandhill Cranes are classified as a Tier 2 Species of Greatest Conservation Need in the State of Colorado

WHEREAS, Greater Sandhill Cranes are wetland dependent and are an ambassador species for wetland habitat and all the wetland creatures found in Moffat County

WHEREAS, Greater Sandhill Cranes from throughout the Rocky Mountain Range stage in Moffat County during the late summer and early fall and are the star of the annual Yampa Valley Crane Festival that brings in hundreds of visitors to our area

WHEREAS, Greater Sandhill Cranes return in early March to Moffat County from their wintering grounds in Arizona and New Mexico

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that March 1-8, 2026, be designated as Greater Sandhill Crane Week, and urge citizens to welcome the cranes back and to protect crane habitat throughout the Yampa Valley.

BY THE BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, COLORADO.

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Tony Bohrer, Chair  
County Commissioner, District 1

ATTEST:

Erin Miller, Moffat County Deputy Clerk and Recorder

---

Melody Villard, County Commissioner  
District 2

Date:

---

Donald Broom, County Commissioner  
District 3

<p>DISTRICT COURT, WATER DIVISION 6          STATE OF COLORADO          Routt County Combined Courthouse          1955 Shield Drive, Unit 200          Steamboat Springs, Colorado 80487</p> <p>CONCERNING THE APPLICATION FOR WATER          RIGHTS OF</p> <p><b>THE CITY OF CRAIG</b></p> <p>IN MOFFAT AND ROUTT COUNTIES</p>	<p>▲ COURT USE ONLY ▲</p>
<p><i>Attorneys for Opposer Board of County Commissioners          of Moffat County:</i></p> <p>April D. Hendricks (#45546)          Peter D. Jaacks (#56585)          JEWELL JIMMERSON NATURAL RESOURCES          LAW LLC          333 Perry Street, Suite 310          Castle Rock, Colorado 80104          Email: <a href="mailto:ahendricks@jjnrlaw.com">ahendricks@jjnrlaw.com</a>  <a href="mailto:pjaacks@jjnrlaw.com">pjaacks@jjnrlaw.com</a></p>	<p>Case No. 2025CW3036          (Civil Action 2259)          (W-144) (W-144-76)          (80CW49) (85CW107)          (89CW101) (93CW131)          (96CW63) (03CW14)          (10CW15) (18CW3032)</p>
<p><b>STATEMENT OF OPPOSITION</b></p>	

I. Name, mailing address, and telephone number of Opposer.

Board of County Commissioners of Moffat County ("Moffat County")  
 1198 W. Victory Way, Suite 104  
 Craig, CO 81626  
 (970) 824-5517

Please direct all pleadings and correspondence to Opposer's counsel at the contact information provided in the caption above.

II. State facts why the Application for water rights should not be granted, or why it should be granted only in part or on certain conditions:

A. Moffat County has applied for approval of an area-wide plan for augmentation, supported by several applied-for exchange project rights, in Case No. 23CW3025 (Water

Division 6). Moffat County supports the purposes of the Application in this case and supports granting the Applicant's claim for a finding of reasonable diligence.

B. Moffat County intends to participate in this matter to monitor the proceedings, to present appropriate evidence in support of the Application, and to defend against imposition of any terms and conditions that could injure or impair its proposed plan for augmentation and water rights.

C. Moffat County is unable to determine from the published resume whether the relief sought by the Application will be granted pursuant to terms and conditions that are necessary to prevent injury to Moffat County's water rights.

D. Moffat County reserves the right to raise additional objections at a later date founded upon information discovered during the course of this case.

E. This Statement of Opposition is a continuing objection to any amended or republished application.

**WHEREFORE**, Moffat County respectfully requests that the Application be granted only upon sufficient terms and conditions to avoid injury and assure proper administration; and for such other and further relief as the Court determines just and proper.

Respectfully submitted this \_\_\_\_\_ day of January, 2026.

JEWELL JIMMERSON NATURAL RESOURCES LAW

By: s/  
April D. Hendricks (#45546)  
Peter D. Jaacks (#56585)

**Attorneys for Opposer,  
Board of County Commissioners of  
Moffat County**

## VERIFICATION

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the 20<sup>th</sup> day of January, 2026, at

Moffat County, Colorado

(City or other location, and state OR country)

S/ *Donald Broom*

(signature)

Donald Broom, District 3 County Commissioner  
Board of County Commissioners of Moffat County



## Re: Letter of Support – Rio Blanco County Disaster Declaration Appeal

January 12, 2026

Dear President Trump and Governor Polis,

On behalf of Moffat County, we write in support of Rio Blanco County's appeal of the State of Colorado's Major Disaster Declaration request related to the August 2025 Lee and Elk Fires and the subsequent mudslides and debris flows.

Although the immediate fire response has concluded, significant impacts to critical infrastructure remain. Damage to electric transmission systems, roads, and utility access routes continues to pose risks to public safety, emergency response, and regional economic stability.

The Piceance Basin is a nationally significant energy-producing region and an important economic driver for northwestern Colorado. Continued reliance on a single, non-redundant electric transmission line creates an unacceptable risk of service interruption that would affect residents, businesses, and energy and industrial operations with broader regional and national implications.

Absent federal assistance, the costs of repairing and stabilizing this infrastructure will fall disproportionately on rural communities and cooperative utility members who are already recovering from disaster impacts. Federal support is needed to mitigate ongoing risks, restore essential services, and support long-term recovery.

For these reasons, we support Rio Blanco County's appeal as it pertains to unresolved infrastructure damage, continued public safety concerns, and the need for stabilization and recovery assistance. We respectfully urge favorable consideration of this request.

Sincerely,

Melody Villard, Board Chair  
Moffat County Board of County Commissioners, District 2

## Authorization and Consent

By providing written authorization via email, the undersigned authorized representative affirms that they have reviewed and approve this letter of support and authorize Rio Blanco County to affix the name of their jurisdiction and an electronic signature to this letter for submission in connection with the State of Colorado's appeal of the Major Disaster Declaration related to the August 2025 Lee and Elk Fires. This authorization confirms concurrence with the substance of this letter as written.

Authorized Representative: Melody Villard

Title: Chair

Jurisdiction / Entity: Moffat County BOC

Authorization Provided Via: Email

Date of Authorization: January 12, 2026

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Office of the County Commissioners  
1198 West Victory Way, Ste. 104  
Craig, CO 81625  
(970) 824-5517 Office  
Website: [www.colorado.gov/moffat](http://www.colorado.gov/moffat)

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

## AGREEMENT

This CONTRACT OF SERVICES AGREEMENT (“Agreement”) made this 27th day of January 2026 by and between the Board of County Commissioners of Moffat County Colorado (“BOCC”) and Tri County Services LLC (“Contractor”), whose address is PO Box 183 and whose telephone number is (970) 326-3600.

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.**

- 1.1 The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC to cut down and remove 13 trees at the Moffat County Cemetery located at 630 Ashley Rd, Craig CO 81625 as outlined in the Exhibit below:

Exhibit “A” Submittal from Tri County Services LLC.

### **Article 2 - Time of Performance.**

- 2.1 Services of the Contractor shall commence on 1/27/2026 and shall be substantially completed on or before 2/28/2026, 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 Twenty Thousand Five Hundred Fourteen Dollars and 00/100 cents (\$20,514.00). 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: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC 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 BOCC if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC 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 of Moffat County 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.

#### **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:

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**

##### **13.1 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.

##### **13.2 Acknowledgement of Notice by Contractor**

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

##### **13.3 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.

##### **13.4 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.

##### **13.5 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.

13.6 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.

13.7 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.**

14.1 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.

14.2

- 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:  
Melody Villard  
MCBOCC Chair  
1198 W. Victory Way, Suite 104  
Craig, CO 81625  
(970) 824-5516

Contractor:  
Tri County Services LLC  
Casey Herod  
PO Box 183  
Maybell, CO 81640  
(970) 326-3600

#### **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.

#### **Article 22 - Authority.**

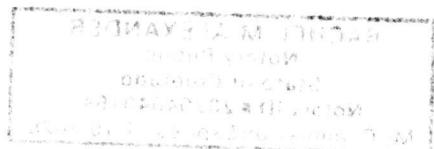
Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

#### **Article 23 - Counterparts and Facsimile Signatures.**

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

#### **Article 24 - Force Majeure.**

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



**Article 25 - 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:

*Erin Miller*

Clerk to the Board

By: Melody Villard  
Melody Villard, MCBBOCC Chair

By:

**CONTRACTOR:**  
Tri County Services LLC

C H  
Casey Herod



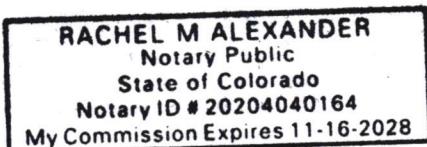
STATE OF COLORADO )  
                         ) ss.  
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this 20 day of January, 2025 by Casey Herod

MY COMMISSION EXPIRES: 11/16/2028

*R. Alexander*  
Notary Public

435 Mack Ln, Craig CO 81625  
Address



# QUOTE

## Exhibit A

**Tri County Services, LLC**

1533 County Road 19  
PO Box 183(Mailing Address)  
Maybell, CO 81640  
970-326-3600  
3countyservicesllc@gmail.com

<b>BILL TO</b>	<b>QUOTE #</b>	1747
MOFFAT COUNTY CEMETERY	<b>QUOTE DATE</b>	01/15/2026
ATTN: KYLER SCOTT		

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Tree removal of 13 trees: Cut and remove using saws, extended boom lift, and skid steer with grapple bucket. Haul debris with side or end dump to County landfill (dump fees not included). Grind 13 stumps.	20,514.00
Work requires 3 crew members, a truck driver, one 55' telehandler with man bucket, skid steer grapple bucket, mini excavator with thumb, and stump grinder.	
13 Trees @ \$1578/each = \$20,514	
	<b>TOTAL</b>
	<b>\$20,514.00</b>

## AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** (“Agreement”) made this 15th day of January 2026 by and between the Board of County Commissioners of Moffat County Colorado (“BOCC”) and Masterworks Mechanical Inc (“Contractor”), whose address is PO Box 1094 and whose telephone number is (970) 824-4840.

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.**

1.1 The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC to replace tube heaters with one high efficient 80000btu furnace and duct work at the Loudy Shop located at 600 S Ranney Street as outlined in the Exhibit below:

Exhibit “A” Submittal from Masterworks Mechanical Inc.

### **Article 2 - Time of Performance.**

2.1 Services of the Contractor shall commence on 1/15/2026 and shall be substantially completed on or before 2/28/2026, 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 Seventeen Thousand Seven Hundred Fifty Dollars and 00/100 cents (\$17,750.00). 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: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC 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 BOCC if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC 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 of Moffat County 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.

#### **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:

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**

### **13.1 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.

### **13.2 Acknowledgement of Notice by Contractor**

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

### **13.3 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.

### **13.4 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.

### **13.5 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.

13.6 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.

13.7 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.**

14.1 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.

14.2

- 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:  
Melody Villard  
MCBOCC Chair  
1198 W. Victory Way, Suite 104  
Craig, CO 81625  
(970) 824-5516

Contractor:  
Masterworks Mechanical Inc  
Victor Updike  
PO Box 1094  
Craig, CO 81625  
(970) 824-4840

**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.

**Article 22 - Authority.**

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

**Article 23 - Counterparts and Facsimile Signatures.**

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

**Article 24 - Force Majeure.**

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

**Article 25 - 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: Melody Villard  
Melody Villard, MCBOCC Chair

Erin Miller

Clerk to the Board



CONTRACTOR:  
Masterworks Mechanical Inc.

By:

Victor Updike  
Victor Updike

STATE OF COLORADO )  
                         ) ss.  
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

Notary Public

Address



Bill to  
**Moffat County Facilities**  
1198 W Victory Way  
Craig, CO 81625

Masterworks Mechanical Inc  
PO Box 1094  
Craig, CO 81626

Phone: (970) 824-4840  
Fax: (970) 824-7520  
masterworksoffice@gmail.com  
<https://masterworksmechanical.com>

## Exhibit A

Ship to  
**Loudy Park Shop**  
600 S Ranney Street  
Craig, CO 81625

**Quote #: q2651**

Quote Date: 1/13/2026

Quote Expiration Date: 2/12/2026

Item	Description	Price
HVAC Installation	Quote is for installation of a high efficient 80,000BTU furnace and the ductwork needed for the system. The ductwork will run up at the ceiling level and across the room with takeoffs from the main trunk line to distribute the air throughout the room. The return will be a large common return located near the furnace itself. We will run the exhaust and intake pipe out the side of the building and the condensate will be neutralized and run to the buildings waste system.	\$17,750.00
In order to accept this work a signed proposal must be returned to our office and a 50% deposit must be made. Without both, an acceptance is not valid. Deposits paid by Credit Card are subject to a 2.5% surcharge.		
Permit fees, taxes and freight are not included in this pricing and will be added later as applicable. This proposal may be withdrawn if not accepted within 30 days		Subtotal: \$17,750.00 Tax: \$0.00 Total: \$17,750.00 Payments: \$0.00

The Customer will be responsible for all electrical, drywall, concrete and painting needs or repairs should they arise. The above are not included in this proposal and must be arranged with an appropriate contractor.

### Authorization

I hereby authorize the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion.



## MOFFAT COUNTY ROAD DEPARTMENT

### 2026 Cattle Guard Iron Bid Recommendation

To: County Commissioners

From: Road and Bridge Department

Re: 2026 Cattle Guard Iron and Miscellaneous Steel Bid Award Recommendation

On January 13, 2026, The Road and Bridge Department recommended that the Commissioners accept the low bid of \$26,516.00 from Doughty Steel & Machine of Delta, Colorado.

After we contacted Doughty Steel they discovered an error on their part and asked for their bid to be withdrawn. Moffat County accepted the withdrawal.

Bids were received from the following vendors:

- **Doughty Steel & Machine (Delta)** – Total Bid: **\$26,516.00 (Withdrawn)**
- **Pacific Steel & Recycling** – Total Bid: **\$31,865.24**
- **Craig Steel** – Total Bid: **\$32,212.00**
- **Vraid Systems Limited** – Total Bid: **\$77,700.00**

The total budget allocated for 2026 Cattle Guard Iron and Miscellaneous Steel is **\$50,000.00**. All bids were reviewed for compliance with specifications, pricing, and delivery terms.

Based on the evaluation of the submitted bids and in the best interest of the County, the **Road and Bridge Department recommends awarding the 2026 Cattle Guard Iron and Miscellaneous Steel bid to Craig Steel in the amount of \$32,212.00**.

We respectfully request the Board's approval of this recommendation.

Sincerely,

Dan Miller, Director

Moffat County Road and Bridge Department

## **RESOLUTION NO. 2026-17**

### **A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO, CREATING A COUNTY MANAGER POSITION & AUTHORIZING THE HIRING OF A COUNTY MANAGER**

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**WHEREAS**, the Board of County Commissioners of Moffat County (“Board”) is vested with the authority to conduct the business of the County and to employ and compensate personnel necessary to carry out county operations pursuant to **C.R.S. § 30-11-107**; and

**WHEREAS**, the Board finds that the increasing complexity of county operations, including financial management, intergovernmental coordination, regulatory compliance, grant administration, and service delivery, warrants the establishment of a professional administrative management position; and

**WHEREAS**, the Board desires to improve organizational efficiency, continuity of operations, strategic implementation of Board priorities, and accountability across County departments while retaining all policymaking authority vested in the Board; and

**WHEREAS**, the Board intends that the County Manager position serve as the County’s chief administrative officer responsible for the day-to-day administration of County operations under the direction and supervision of the Board; and

**WHEREAS**, the creation of the County Manager position is consistent with Colorado law and does not alter the statutory authority or duties of the Board of County Commissioners or other elected county officials;

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO:**

#### **1. Creation of Position**

There is hereby created the position of **County Manager for Moffat County**, which in the absence of an employment agreement to the contrary, shall be an **at-will employee position** serving at the pleasure of the Board of County Commissioners.

#### **2. Authority and Reporting**

The County Manager shall serve as the chief administrative officer of the County and shall report directly to the Board of County Commissioners. The County Manager shall carry out administrative and operational duties as assigned by the Board.

#### **3. Duties and Responsibilities**

The County Manager’s duties may include, but are not limited to:

- Oversight of day-to-day county operations
- Coordination and supervision of county departments, consistent with law
- Implementation of Board policies and directives
- Budget preparation assistance and financial oversight coordination

- Grant administration and compliance oversight
- Intergovernmental coordination and external relations
- Strategic planning and organizational management

All duties shall be performed **under the authority and direction of the Board.**

#### **4. Retention of Board Authority**

Nothing in this Resolution shall be construed to delegate or transfer legislative, budgetary, or policymaking authority of the Board of County Commissioners. All such authority remains exclusively with the Board as provided by law.

#### **5. Compensation and Budget**

The compensation, benefits, and employment terms of the County Manager shall be established by the Board and shall be **subject to budget appropriation** and applicable county personnel policies.

#### **6. Recruitment Authorization**

The Board hereby authorizes the initiation of recruitment for the County Manager position and authorizes the Chair of the Board, to take all actions necessary to effectuate the recruitment and hiring process, including execution of an employment agreement approved by the Board.

#### **7. Effective Date**

This Resolution shall be effective IMMEDIATELY upon adoption.

ADOPTED this 27<sup>th</sup> day of January, 2026.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

STATE OF COLORADO      )  
                                  ) ss.  
COUNTY OF MOFFAT      )

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Melody Villard, Chair

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

WITNESS, my hand and the seal of said County this 27<sup>th</sup> day of January, 2026.

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