

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
221 W Victory Way, Suite 130 Craig, Colorado 81625  
(970) 824-5517 (970) 824-9191 fax

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

**Tuesday, July 26, 2022**

8:30 am Pledge of Allegiance

**Call to order by the Chairman**

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

- a) Approve minutes:
  - July 12 (pgs 3-6)
  - June 28 (CBOE) (pg 7)
  - June 29 (Board of Public Health) (pgs 8-10)
- b) 2022-76: Correction of Resolution 2022-53 (pg 11)
- c) 2022-77: Resolution for Transfer of Payroll Warrants (pg 12)
- d) 2022-78: Correction of Resolution 2022-70 (pg 13)
- e) 2022-79: Voided Warrants for the month of July (pg 14)
- f) 2022-80: Transfer of Intergovernment Funds for the month of July (pg 15)
- g) 2022-81: Resolution for Payment of Warrants (pg 16)
- h) 2022-82: Warrant for Payment of Purchase Cards (pg 17)
- i) 2022-83: Maybell Ambulance/Fire Department call-out fees (pg 18)
- j) Library grant application (pgs 19-24)
- k) Department of Human Services contracts:
  - Adult Protective Services Remote Supervision contract w/B. Morrow (pgs 25-29)
  - Child Welfare Remote Supervision contract w/P. Buddy (pgs 30-34)

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:**

Dan Haskins & Allison Cutler – Election discussion



10:47 AM 7/25/2022

Staff Reports:

9:00 am

Public Hearing(s):

- 1) Planning & Zoning – Jerry Hoberg
    - Union Telephone Communications Tower – C-22-04 (pgs 37-40)
    - Wyman Exemption – E-22-02 (pgs 41-43)
    - Brooks Exemption – E-22-04 (pgs 44-46)
  - 2) Finance Director - Cathy Nielson
    - Budget Supplemental (pgs 47-55)
- 
- 3) Natural Resources Department – Jeff Comstock
    - River Water Augmentation Plan grant application and Letter of Support (pgs 56-73)

Adjournment

The next scheduled BOCC meeting will be Tuesday, August 9, 2022 - 8:30 am

Moffat County's YouTube link to view meeting:

[https://youtu.be/453\\_KWOP9lw](https://youtu.be/453_KWOP9lw)

OR

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

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



10:47 AM 7/25/2022

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

July 12, 2022

**In attendance:** Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member (ZOOM); Erin Miller, Deputy Clerk & Recorder; Rebecca Tyree; Roy Tipton; Jim Howell; Dan Haskins; Tom Kleinschnitz; Adam Krustchinsky; Randy Looper; Stacy Morgan

**Call to Order**  
**Pledge of Allegiance**

Commissioner Broom called the meeting to order

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

**Consent Agenda –**

Review & Sign the following documents: (see attached)

Approve minutes:

- a) June 28; July 5 & 6 – Special Meeting(s)
- b) 2022-73: Resolution for Transfer of Payroll Warrants
- c) 2022-74: Resolution for Payment of Warrants
- d) FAA/Airport grant application
- e) Armstrong Consultants Engineering Services contract
- f) Core Services Program – Mental Health Services contract w:
  - K. Persichitte
  - Behavioral Health & Wellness
- g) Department of Human Services Purchase of Services contract w/T. Campbell
- h) Discharge Monitoring Report: Limestone Pit
- i) New Courthouse Network Equipment contract w/Summit Partners
- j) CO Youth Detention Continuum 14<sup>th</sup> Judicial District agreement
- k) Clerk’s Office Electronic Recording Technology grant application
- l) Treasurer’s Report(s)
- m) Colorado Department of Public Health & Environment Agreement concerning Department of Public Health Vital Records and Statistics
- n) Fair Entertainment contract w/OA Promotions, LLC

Broom made a motion to approve the consent agenda items A-N. 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:**

### Board of County Commissioners

- Discuss appointment to Hamilton Community Center Board (see attached)

Tina Smith submitted a letter of interest for the Hamilton Community Center Board.

Villard moved to appoint Tina Smith to the Hamilton Community Center Board. Bohrer seconded the motion. Motion Carried 3-0.

- Discuss Maybell Ambulance fees (see attached)

Since 2012, the Maybell Ambulance and Fire services volunteer personnel have received \$50 per call/per person. They are requesting that this pay be raised to \$100 per call/per person. It would not require changing their allocated budget.

Bohrer moved to approve raising the on-call rate for the Maybell Ambulance and Fire services from \$50 to \$100 per call/per person. Villard seconded the motion. Motion carried 3-0.

### Office of Development Services – Roy Tipton

- New Courthouse project monthly progress report (see attached)

Tipton showed a power point of slides of progress on the project:

1. Framing is complete
2. Drywall is installed 65% finished
3. Underground conduit installed for permanent power
4. Opening for new Entry Vestibule installed
5. Data cabling started

and presented the following information:

- Schedule, 4-week look ahead
- BHI Pay App #8 in the amount of \$1,196,662.75 (still under review, at this point)
- Treanor HL Pay App #7 in the amount of \$56,066.95
- NWCC in the amount of \$1,727.40
- Phones, Wireless Access Point, YVEA (new transformer) - \$59,923.85
- Contingency Log
- We are at 53.8% complete

Bohrer moved to approve the BHI Pay App #8 in (not to exceed) the amount of \$1,196,662.75. Villard seconded the motion. Motion carried 3-0.

Bohrer moved to approve the Treanor HL Pay App #7 in the amount of \$56,066.95. Villard seconded the motion. Motion carried 3-0.

- Bohrer moved to approve the NWCC Pay App in the amount of \$1,727.40. Villard seconded the motion. Motion carried 3-0.

#### **Human Resources Department – Adam Krustchinsky**

- Discussion and possible of approval of Salary Survey (see attached)

Krustchinsky presented a service quotation from Employer’s Council for a Compensation & Benefits Market Study, which has not been done since 2014. This study would cover 84 job titles, roughly 225 employees, at a cost of \$17,100. The timeline to complete this survey would be 4-6 weeks. Moffat County is well below the pay curve in relation to its competitors – the State, the City of Craig, the private sector. We are at 10% attrition rate right now and the main reason is the pay scale; we have excellent benefits, but are really lacking in the pay area. Krustchinsky recommended that we proceed with this salary survey so that we can not only attract and retain quality/qualified employees, but also give our citizens the services that they need.

Bohrer moved approve the Compensation & Benefits Market Study from Employer’s Council for \$17,100. Villard seconded the motion. Motion carried 3-0.

**9:00 am**

#### **Public Hearing:**

#### **County Clerk’s Office – Stacy Morgan & Balloon Fest Committee - Randy Looper**

- VFW/Balloon Fest Special Events Permit Liquor License (see attached)

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

Morgan presented the Special Events Permit Liquor License so that the VFW can operate a beer garden at the annual Balloon Fest at Loudy-Simpson Park. There was no public comment either for or against.

In regular session, Bohrer moved to approve the Special Events Permit Liquor License for the annual Balloon Fest at Loudy-Simpson Park. Villard seconded the motion. Motion carried 3-0.

**Meeting adjourned at 9:05 am**

**The next scheduled BOCC meeting is Tuesday, July 26, 2022**

**9:15 am**

**Reconvene**

#### **County Board of Equalization**

**In attendance:** Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member (ZOOM); Erin Miller, Deputy Clerk & Recorder; Chuck Cobb; Larona McPherson; Linda Peters; Cathy Nielson; Tom Kleinschnitz; Dan Haskins

Broom called the CBOE to order

County Assessor – Chuck Cobb

- Annual report (see attached)

Cobb presented the statutorily required annual report to the board.

- This is an intervening year, so there are no real property reevaluations. Natural Resources, Oil & Gas, State Assessed are reevaluated every year.
- 2021 vs Projected 2022 values in Residential, Commercial, Agricultural, Industrial & State Assessed (down \$21 million) categories have dropped due to legislation.
- These new assessment rates have reflected in over a loss of \$3.5 million dollars of assessed value.
- Early predictions for 2023 are showing that residential values could see as much as a 40% increase in some parts of the state.
- Initiated last year, all personal property accounts that fell between \$7900 and \$50,000 are currently exempt. The State of Colorado is reimbursing each county for this loss in tax revenue.
- For the 2022 & 2023 tax years, all mobile homes under the actual value of \$28,000 are exempt. The State of Colorado is reimbursing each county for this loss in tax revenue.
- The Residential value adjustments coming up in 2023 & 2024 will make it very tough on the Assessor’s & Treasurer’s Offices staff.

Meeting adjourned at 9:52 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

June 28, 2022 – 9:30 am

**County Board of Equalization Hearing**

**In attendance:** Donald Broom, Chairman; Melody Villard, Board Member; Tony Bohrer, Board Member; Chuck Cobb, Moffat County Assessor; Rebecca Tyree, Moffat County Attorney; Erin Miller, Deputy Clerk; Larona McPherson, County Assessor's Office

**Call to Order**

On June 15, 2022, the Assessor's Office mailed out the annual Notice of Values for Personal Property and Natural Resource Production accounts. It came to the Offices' attention on June 17, that the posted values for the Oil & Gas Production accounts did not reflect the correct 2022 values. The statutory remedy to correct this error is to come before the CBOE and request a value correction. Cobb presented the Board with a list of the affected accounts. The list (see attached) includes owner/operator information, the prior year's value and the "new" corrected 2022 value. Once these corrected values are approved, each owner/operator will be notified of their new values and will be provided their new appeal rights as directed by statute.

Villard moved to approve the Value Corrections for the 23 entities and associated accounts as presented today. Bohrer seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:38 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

June 29, 2022

**In attendance:** Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Milier, Kari Ladrow; Becky Copeland; Amanda Pipher; Heather Brumblow; Selene Cooper; Todd Wheler; KC Hume; Rebecca Tyree; Allen Reishus

Call to Order – 9:00 am

Commissioner Broom called the meeting to order.

Agenda Items – Topic:

*- Rainbow Gathering update- Kari & Todd*

Ladrow explained that the Department of Public Health has just been trying to handle things in relation to the Rainbow Gathering from the Moffat County side of things. They have offered PPE's to local business' and law enforcement onsite. Ladrow and Wheeler have been involved in several remote meetings/daily briefings in relation to the event. We have just been offering our support to Routt County and the BLM, not to the Rainbow Gathering.

KC Hume talked about a cooperative special patrol car that is manned by both a Sheriff's Office deputy and a City of Craig Police Officer. Dumpsters at the intersection of Highway 13 and CR 2 seem to be helping to minimize trash on the road.

*- Medical Officer update- Dr. Reishus*

Dr. Reishus spoke about his resignation as the Public Health Department Medical Officer. Ladrow explained about the process to acquire a new Medical Officer.

Reishus also gave an update on the process of ordering new/additional AED units for the County. Due to supply chain issues, we are still waiting. The two Public Health nurses and administrative assistant have taken a training to become AED/CPR trainers. He encouraged more County employees to take the training.

*- Public Health Improvement Planning Discussion- Kari*

Our Public Health office has \$5000 to institute a Public Health Improvement plan. An epidemiologist has contacted the Public Health office about compiling that information.



*- Fentanyl Community Education Program- Becky*

A Fentanyl Community Education Program was presented at the Pavilion on May 23 and another one will be done on July 12.

*- Vaccines for Children Program Update- Selene*

As well as vaccines for children, Public Health can also vaccinate adults that don't have insurance.

*- Diaper Program Update- Becky*

In April, May & June, the PH office gave out over 14, 000 diapers, wipes, & creams. They are out of funding for right now, but the PO for replenishment of the program is coming up for renewal. This has been a very popular program.

*- COPS and Kids Event update- Selene*

PH had a booth set up at the Cops & Kids event and gave out all of the bicycle helmets that they had at that time.

*- Swim Safe Sponsorships and Gun Safety Program Update- Becky*

PH worked with the City of Craig Parks & Recreation program to get swimming lesson scholarships for 20 kids, which went very quickly. They also have swim safe programs for distribution of toddler and youth sized life jackets.

They also give out:

- Pistol Lock boxes for cars
- Medication lock boxes
- Marijuana lock boxes
- Smoke & Carbon Dioxide detectors
- Car seats
- School supply backpacks

*- Opioid Fatality Review Team Update- Becky*

This team reviews accidental overdose by opioids fatalities

*- Child Fatality Review Update- Selene*

The Public Health Department hopes that with their Safety Programs, it can prevent Child Fatalities, but they still happen and there is one open case up for review at this time.

- 2022/2023 Public Health Contracts update- Amanda

Seven important contracts that have been completed were discussed.

- COVID/Monkeypox Update- Becky

As of 10:47 pm last night, there are 33 active cases of COVID in Moffat County. They are anticipating that those numbers will be going up, with the Rainbow People being in town. The thing to remember, is that there were no hospitalizations and our hospital wasn't at capacity.

There are six active cases of Monkeypox in Colorado. There is a very active strain in West Africa, but the strain we have here is very rarely deadly and most people recover without any intervention within 4-6 weeks. There is a post-exposure vaccine available.

Wheeler spoke about two oil spills and a release from the City of Craig Wastewater Treatment Plant that have been inspected and reported on by the Colorado Department of Public Health & Environment.

Kari complimented her team on how well they work together.

Meeting adjourned at 9:37 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Next scheduled meeting will be – September 27, 11 am

RESOLUTION 2022-76  
 TRANSFER OF PAYMENT OF WARRANTS  
 FOR THE MONTH OF JUNE 2022  
 CORRECTION to Resolution 2022-53

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:	Resolution Date:	7/26/2022		
General	110	_____	DR	0010.7000
Road & Bridge	200	_____	CR	0020.7000
Landfill	240	_____	CR	0070.7000
Airport	260	_____	CR	0120.7000
Emergency 911	270	_____	CR	0350.7000
Capital Projects	510	_____	CR	0160.7000
Conservation Trust	211	_____	CR	0060.7000
Library	212	_____	CR	0130.7001
Maybell Sanitation	610	_____	CR	0280.7000
Health & Welfare	720	_____	CR	0080.7000
Senior Citizens	215	_____	CR	0170.7000
Internal Service Fund	710	_____	CR	0325.7000
Lease Purchase Fund	410	_____	CR	0175.7000
Telecommunications	520	_____	CR	0166.7000
Mo Co Tourism Assoc	219	_____	CR	0320.7000
PSC - JAIL	210	_____	CR	0072.7000
Human Sevices	220	_____	CR	0030.7100
Public Health	250	_____	CR	0065.7000
Sunset Meadows I	910	\$9,460.24	CR	0168.7000
Sunset Meadows I Security	910	(\$9,285.20)	CR	0167.7000
Sunset Meadows II	920	\$5,216.91	CR	0169.7000
Sunset Meadows II Security	920	(\$5,391.95)	CR	0171.7000
Shadow Mountain LID	530	_____	CR	0110.7000
MC Local Marketing District	231	_____	CR	0050.7000
To Fund				
Warrant		\$0.00	DR	

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Chairman

COUNTY OF MOFFAT )

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

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022

\_\_\_\_\_

RESOLUTION 2022-77  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 7/09/2022

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 7/22/2022**

FROM FUND:			
General	0010.7000	\$250,821.30	cr
Road & Bridge	0020.7000	\$151,815.93	cr
Landfill	0070.7000	\$15,600.12	cr
Airport	0120.7000	\$2,063.18	cr
Library	0130.7001	\$10,089.92	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,500.98	cr
Mo Co Tourism	0320.7000	\$3,433.20	cr
PSC Jail	0072.7000	\$69,563.20	cr
Human Services	0030.7100	\$68,017.70	cr
Public Health	0065.7000	\$16,435.73	cr
SM I	0168.7000	\$3,842.16	cr
SM II	0169.7000	\$4,464.94	cr
TO FUND:			
Warrant	0100.1000	\$603,648.36	dr

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022

\_\_\_\_\_  
 Chairman

STATE OF COLORADO )

)ss.

COUNTY OF MOFFAT )

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

RESOLUTION 2022-78  
 TRANSFER OF PAYMENT OF WARRANTS  
 FOR THE MONTH OF JULY 2022  
 CORRECTION to Resolution 2022-70

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:	Resolution Date:	7/26/2022		
General	110	_____	DR	0010.7000
Road & Bridge	200	_____	CR	0020.7000
Landfill	240	_____	CR	0070.7000
Airport	260	_____	CR	0120.7000
Emergency 911	270	_____	CR	0350.7000
Capital Projects	510	_____	CR	0160.7000
Conservation Trust	211	_____	CR	0060.7000
Library	212	_____	CR	0130.7001
Maybell Sanitation	610	_____	CR	0280.7000
Health & Welfare	720	_____	CR	0080.7000
Senior Citizens	215	_____	CR	0170.7000
Internal Service Fund	710	_____	CR	0325.7000
Lease Purchase Fund	410	(\$27,465.00)	CR	0175.7000
Telecommunications	520	_____	CR	0166.7000
Mo Co Tourism Assoc	219	_____	CR	0320.7000
PSC - JAIL	210	\$27,465.00	CR	0072.7000
Human Sevices	220	_____	CR	0030.7100
Public Health	250	_____	CR	0065.7000
Sunset Meadows I	910	_____	CR	0168.7000
Sunset Meadows I Security	910	_____	CR	0167.7000
Sunset Meadows II	920	_____	CR	0169.7000
Sunset Meadows II Security	920	_____	CR	0171.7000
Shadow Mountain LID	530	_____	CR	0110.7000
MC Local Marketing District	231	_____	CR	0050.7000
To Fund		_____		
Warrant		\$0.00	DR	

RESOLUTION 2022-79  
 VOIDED WARRANTS RESOLUTION  
 FOR THE MONTH OF JULY

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:

7/26/2022

**TO: WARRANT FUND 10-0000-2003 \$ 27,538.59 dr**

VOID FUND	WARRANT #		VENDOR NAME	
Social Services	1358	7/12/2022	CenturyLink Communications Wrong Amount	\$ 73.59
PSC	1023	3/10/2022	Signature Public Funding Incorrect Funds Used	\$ 27,465.00

**FROM: WARRANT FUND 10-0000-1001 \$ 27,538.59 cr**

Adopted this 26th day of July, 2022

\_\_\_\_\_  
 Chairman

STATE OF COLORADO     )  
                                   )ss.  
 COUNTY OF MOFFAT     )

I, Tammy Raschke, 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 26th day of July, A.D. 2022

\_\_\_\_\_  
 County Clerk & Ex-officio



RESOLUTION 2022-81  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF JULY 2022

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:	7/26/2022		
General	110	<u>\$179,409.67</u>	CR	0010.7000
Road & Bridge	200	<u>\$254,561.73</u>	CR	0020.7000
Landfill	240	<u>\$2,107.23</u>	CR	0070.7000
Airport	260	<u>\$441.05</u>	CR	0120.7000
Emergency 911	270	<u>\$52.04</u>	CR	0350.7000
Capital Projects	510	<u>                    </u>	CR	0160.7000
Conservation Trust	211	<u>\$1,249.77</u>	CR	0060.7000
Library	212	<u>\$4,263.36</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$1,594.07</u>	CR	0280.7000
Health & Welfare	720	<u>\$359,599.22</u>	CR	0080.7000
Senior Citizens	215	<u>\$616.66</u>	CR	0170.7000
Internal Service Fund	710	<u>\$569.40</u>	CR	0325.7000
Lease Purchase Fund	410	<u>                    </u>	CR	0175.7000
NCT Telecom	520	<u>                    </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$46.17</u>	CR	0320.7000
PSC - JAIL	210	<u>\$22,937.52</u>	CR	0072.7000
Human Sevices	220	<u>\$5,968.78</u>	CR	0030.7100
Public Health	250	<u>\$7,290.70</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$10,012.79</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>                    </u>	CR	0167.7000
Sunset Meadows II	920	<u>\$21,339.28</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>                    </u>	CR	0171.7000
Museum	229	<u>                    </u>	CR	0310.7000
ACET	275	<u>                    </u>	CR	0040.7000
Shadow Mountain LID	530	<u>                    </u>	CR	0110.7000
MC Local Marketing District	231	<u>\$24,000.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$896,059.44</u>	DR	

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022



RESOLUTION 2022-82  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF JULY 2022

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:	7/26/2022		
General	110	\$40,854.05	CR	0010.7000
Road & Bridge	200	\$344.99	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	\$3,008.88	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	\$749.87	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	\$1,473.02	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	\$1,455.62	CR	0166.7000
Mo Co Tourism Assoc	219	\$1,950.24	CR	0320.7000
PSC - JAIL	210	\$3,338.21	CR	0072.7000
Human Sevices	220	\$3,050.07	CR	0030.7100
Public Health	250	\$3,965.59	CR	0065.7000
Sunset Meadows I	910	\$223.42	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	\$295.23	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	\$698.49	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		\$61,407.68	DR	

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Chairman

**MOFFAT COUNTY RESOLUTION 2022 - 83**

**A RESOLUTION RAISING THE ON-CALL RATE FOR MAYBELL AMBULANCE AND  
MAYBELL FIRE DEPARTMENT**

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, Maybell Ambulance volunteers and Maybell Fire Department volunteers have received \$50.00 dollars per call/per person since 2012, and it is appropriate that this payment be increased to \$100.00 dollars per call/per person. The Board verbally approved a raise in the on-call rate for Maybell Ambulance and Maybell Fire Department volunteers on July 12, 2022. This Resolution formally adopts the increase in on-call rates as stated herein.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Moffat County that Maybell Fire Department volunteers and Maybell Ambulance volunteers shall be paid \$100.00 per call/per person, effective on July 12, 2022.

The effective date of this Resolution shall be the 12<sup>th</sup> day of July, 2022.

APPROVED AND ADOPTED this 26<sup>th</sup> day of July, 2022.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Donald Broom, Chairman

STATE OF COLORADO    )  
  )ss.  
COUNTY OF MOFFAT    )

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

WITNESS, my hand and the seal of said County this this 26<sup>th</sup> day of July, 2022.

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



State Grants to Libraries are provided by the Colorado State Library to enable public libraries, school libraries, and academic libraries to obtain educational resources they would otherwise be unable to afford, to the end that the state will receive the corresponding benefits of a better educated and informed population. (C. R. S. 24-90-402)

The library is a benefit to Moffat County as it provides services to the community. This grant allows us to purchase educational materials that we can't afford with our yearly budget. This grant allows us to purchase up to date and current topics materials for our all of our patrons.

We have successfully received and expended these funds since 2013. There are no costs to the county in accepting this grant for the library.

## State Grants to Libraries Report Form 2021-2022

### 2. Reporting

---

1. Fill in the contact information below of the person reporting for the library or school district that received the State Grants to Libraries funding.

**First Name**

Keisha

**Last Name**

Bickford

**Library/School District**

Moffat County Library

**City**

CRAIG

**Email Address**

kbickford@moffat.lib.co.us

**Phone Number**

9708245116

2. Please fill in the dollar amount of your grant.

\$6314

3. Please write in the AMOUNT PAID for each format purchased with the grant funding. (This should total the amount of your grant - your answer to Q2.)

BOOKS - print : \$4532  
BOOKS - e-books : \$206  
BOOKS - audio books : \$66  
BOOKS - audio e-books : \$0  
Electronic Database : \$1510  
DVDs/Blu-Rays : \$0  
Magazine/Periodical Subscriptions : \$0  
Technology : \$0  
Other : \$0  
Total : \$6314

4. If you included an amount in the "Other" category above, please describe your purchase.

### 3. Impact of State Grants for Libraries Funding

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5. Please indicate how important the State Grants to Libraries funding was to your library in doing the following:

	Essential	Important	Somewhat Important	Not Important, N/A or Don't Know
Purchasing materials targeted to fill unmet need	X			
Updating the library's collection	X			
Launching a new type of program or service	X			
Increasing attendance at storytime or other programs	X			
Increasing materials circulation	X			
Purchasing items to increase library/library website visits	X			

6. Please describe any benefits or other ways that the State Grants to Libraries funding impacted your community, students, services, or staff. This may include a story about someone who benefited from the grant-funded items, or any data you may have collected. See below for examples.

This is a huge benefit to adding non-fiction materials to our library. This year however we did notice that children's circulation of the books order through this grant increased which is a huge deal for our library.

#### 4. Certification

7. I certify that our library/school district complied with the criteria in the State Grants to Libraries Act\* by purchasing the educational resources described in this reporting form.

(\*The Act states that applicants shall agree to "use any grant moneys only for the purchase or use of educational resources to support the educational and informational needs and activities of its residents, students, or faculty, as the case may be;")

Yes

8. Please type in your name as a signature certifying your report.

Keisha Bickford

**PUBLIC LIBRARY GRANT ELIGIBILITY FORM  
FY 2022-2023 STATE GRANTS TO LIBRARIES  
COLORADO STATE LIBRARY**

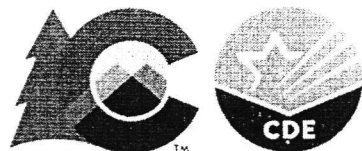
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FY 2022-2023 State Grants to Libraries are provided by the Colorado State Library to enable public libraries, school libraries, and academic libraries to obtain educational resources they would otherwise be unable to afford, to the end that the state will receive the corresponding benefits of a better educated and informed population. (C.R.S. 24-90-402)

---

**Submit by Email by  
5:00pm Thursday, September 15, 2022**

- Please read the FY2022-2023 **State Grants to Libraries Guidelines** carefully to understand eligibility requirements, eligible uses, timeline for expenditure of funds, and reporting requirements.
- Complete and submit this Grant Eligibility Form by **September 15, 2022**, to certify that the library meets the requirements to receive funding and intends to use the funds as required by law.
- Secure the appropriate signatures on this Grant Eligibility Form. Omitting required signatures may disqualify the applicant.
- Email completed Grant Eligibility Form by 5:00pm Thursday, September 15, 2022, to Melissa Carlson at [carlson\\_m@cde.state.co.us](mailto:carlson_m@cde.state.co.us)



**COLORADO**  
**Department of Education**  
Colorado State Library

## Public Library Grant Eligibility Form

Name of Library/Library District

Contact Person Name

Contact Person Title

Contact Person Telephone

Contact Person Email

Fiscal Contact Name (optional)

Fiscal Contact Email

This certifies that the Library meets all requirements to receive funding. Please select Yes or No for each requirement:

Eligibility Requirement	Yes	No
1. Will utilize this funding to purchase eligible educational resources.	<input type="checkbox"/>	<input type="checkbox"/>
2. Legally established and operated under Colorado Library Law.	<input type="checkbox"/>	<input type="checkbox"/>
3. Borrows and lends to other Colorado libraries without a charge.	<input type="checkbox"/>	<input type="checkbox"/>
4. When applicable, primary clientele can use the interlibrary loan service and access the Internet without a charge.	<input type="checkbox"/>	<input type="checkbox"/>
5. Meets the Internet access by minors requirements in <u>C.R.S. 24-90-404(2)(C)(I,II,III)</u>	<input type="checkbox"/>	<input type="checkbox"/>
6. Staffing and service hours – has paid staff available in the library for a minimum of 20 hours each week.	<input type="checkbox"/>	<input type="checkbox"/>
7. Reporting – will submit report to State Library by July 31, 2023.	<input type="checkbox"/>	<input type="checkbox"/>

**Maintenance of Effort Requirements.** Funding is designed to supplement, not supplant, local funding for libraries. To be eligible, applicants must demonstrate that receiving these funds do not decrease existing local revenue sources. Please provide the following library collection budget information for your current fiscal year and the previous three years of actual expenditures. Library collection budgets include print, electronic, and other circulating library materials. It does not include related expenses such as salary or processing fees. Do not include State Grants to Libraries or other grants as part of your collection budget.

	Library <b>collection</b> expenditures, not including any grants (i.e. State Grants to Libraries) to the library for collections
FY19-20	\$
FY20-21	\$
FY21-22	\$
FY22-23 (planned)	\$

If the FY22-23 library collection budget is less than the average of the previous three years, the Colorado State Library may contact you for additional information to determine your eligibility.

Chair of Board of Trustees or other appropriate authority:

Type name and title:

---

Signature (*digital signature or print form & sign*)

Date

**Library Director:**

Type name and title:

---

Signature (*digital signature or print form & sign*)

Date

Submit completed form by September 15, 2022, via email to:  
Melissa Carlson at [carlson\\_m@cde.state.co.us](mailto:carlson_m@cde.state.co.us)



**PURCHASE OF SERVICE CONTRACT**  
**July 25, 2022 – December 31, 2022**

THIS CONTRACT, made this 25th day of July, 2022, by and between the **Moffat County Department of Human Services**, Colorado (hereinafter referred to as "County") and **Bettina Morrow**, located at 6025 S. Independence St., Littleton, CO 80401; bmorrow@co.jefferson.co.us; Phone: 720-625-1020 (hereinafter referred to as "Contractor").

WHEREAS, COUNTY is desirous of entering into an agreement with the Contractor to provide services described hereafter as the Scope of Work.

NOW THEREFORE, IN CONSIDERATION of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

1. This contract will be effective from **July 25, 2022** until **December 31, 2022**, regardless the date of execution. This contract may be terminated by either party at any time according to the terms contained herein.

County agrees to purchase and Contractor agrees to furnish the Services described in the Scope of Work, to be billed at a rate of **\$55.00** per hour, but not to exceed a total of **\$25,000.00** in compensation. The monthly amount paid will be based on the monthly Invoice with noted activity. The Contractor agrees to supply an invoice no later than the 10<sup>th</sup> day following the month indicating that the services have been provided for the prior month, or within 90 days of service. Payments will be made by County. Under no circumstances shall the County pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve the COUNTY of payment for those respective services.

2. SCOPE OF WORK: The Contractor shall perform the Scope of Work:
  - Provide support and technical assistance to the Moffat County Department of Human Services in various areas of state human service programs. Assistance will include supervision for Adult Protection (APS) caseworkers according to the guidelines set forth in Department of Human Services Rules and Regulations, Adult Protective Services, Volume 30 ("Volume 30") and related services as follows:
    - A certified adult protection caseworker and/or supervisor to complete adult protection cases and manage adult protection cases and a certified adult protection supervisor to supervise the work and to approve items in CAPS.
    - Contractor shall serve on the Review, Evaluate and Direct ("RED") Team for gathering information on and processing adult protection cases.
    - Assigning or re-assigning caseloads, reviewing work product, assisting caseworkers in tasks that are only administrative in nature.
    - Providing this technical assistance will require that training and procedures be formed in areas that do not have clear guidance.
    - Case consultation, including review of Volume 30 and how that aligns with practice.

- Weekly supervision with individual staff.
- Available to work during and after normal work hours as needed by Moffat County.
- Such other services as need or as may be required by the State Department of Human Services or as needed by Moffat County.

The amount to be expended pursuant to this Agreement shall not exceed Twenty-Five Thousand dollars and no/100 cents (**\$25,000.00**). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners.

4. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are set forth in the Scope of Work and are billed in a timely manner as described in Paragraph 6.
5. County agrees:
  - A. To monitor the provision of contracted services.

B. To pay Contractor after timely receipt of billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

6. Contractor agrees:

A. Not to assign any provision of this Contract to a subcontractor.

B. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.

C. To submit a billing statement by the 10<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.

D. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.

E. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.

F. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.

7. TERMINATION: Either party may terminate this Contract for any reason by providing thirty (30) days prior notification in writing.

Moffat County Board of County Commissioners  
221 West Victory Way, Ste. 130  
Craig, CO 81625

Bettina Morrow  
6025 S. Independence Street  
Littleton, CO 80401  
bmorrow@co.jefferson.state.co.us  
Phone: 720-625-1020

8. During the course of the parties' performance of their respective obligations hereunder, a party may gain access to confidential information. All such information shall be maintained in strict confidence, shall not be used except as necessary for the performance of the parties' obligations under this Contract and shall not be disclosed to any third party without prior written approval of the disclosing party, unless required under the Colorado Open Records Act or other law. If a party maintains such

information in electronic form, such party will take all reasonable precautions to maintain such information in a secure environment to prevent its unauthorized access, use or disclosure. If a party becomes aware of any actual or suspected unauthorized access, use or disclosure of confidential party information, such party shall notify the other party as soon as practicable. Upon the cancellation, termination or completion of this Contract, all such information shall be returned or destroyed, at the discretion of the disclosing party.

9. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.
10. SEVERABILITY: The parties hereto agree that each term and condition contained herein is severable. In the event that any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.
11. INDEMNITY: Contractor shall indemnify COUNTY from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby or based upon any violation of any statute, regulation and in the defense of any such claims or actions.
12. MODIFICATIONS AND AMENDMENT:
  - A. *Modifications by Operation of Law*. This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be discussed by the parties prior to being incorporated into and being part of this Agreement.
  - B. *Programmatic or Budgetary Modifications*. No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. COUNTY shall have full discretion as to whether or not such modifications shall be authorized.
  - C. *Other Modifications*. If either COUNTY or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (A) and (B) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.
13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and federal law and regulations governing the privacy of certain health information.
14. LEGAL VENUE: The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Moffat County, Colorado.

- 15. CONFIDENTIALITY: The Contractor shall safeguard information and confidentiality of cases referred by COUNTY to the Contractor.
- 16. FACSIMILE and EMAIL: A facsimile or email copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

\_\_\_\_\_  
Kristin Grajeda, Director

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

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

\_\_\_\_\_  
Donald Broom, Chairperson

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

**CONTRACTOR**

\_\_\_\_\_  
Bettina Morrow, Contractor

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

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

Subscribed and affirmed to before me this \_\_\_\_\_ day of July, 2022, by Bettina Morrow, Independent Contractor.

Witness my hand and seal.

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

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**PURCHASE OF SERVICE CONTRACT**  
*July 25, 2022 – December 31, 2022*

THIS CONTRACT, made this 25th day of July, 2022, by and between the **Moffat County Department of Human Services**, Colorado (hereinafter referred to as "County") and **Patricia Buddy**, located at 6508 W. 84th Ave., Arvada, CO 80003; buddytr@aol.com; Phone: 303.931.9846 (hereinafter referred to as "Contractor").

WHEREAS, COUNTY is desirous of entering into an agreement with the Contractor to provide services described hereafter as the Scope of Work.

NOW THEREFORE, IN CONSIDERATION of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

1. This contract will be effective from **July 25, 2022** until **December 31, 2022**, regardless the date of execution. This contract may be terminated by either party at any time according to the terms contained herein.

County agrees to purchase and Contractor agrees to furnish the Services described in the Scope of Work, to be billed at a rate of **\$55.00** per hour, but not to exceed a total of **\$25,000.00** in compensation. The monthly amount paid will be based on the monthly Invoice with noted activity. The Contractor agrees to supply an invoice no later than the 10<sup>th</sup> day following the month indicating that the services have been provided for the prior month, or within 90 days of service. Payments will be made by County. Under no circumstances shall the County pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve the COUNTY of payment for those respective services.

2. SCOPE OF WORK: The Contractor shall perform the Scope of Work:

- Provide support and technical assistance to the Moffat County Department of Human Services in various areas of state human service programs. Assistance will include supervision for child welfare caseworkers according to the guidelines set forth in the Department of Human Services Rules and Regulations, Volume 7 ("Volume 7") and related services as follows:
  - Contractor shall serve on the Review, Evaluate and Direct ("RED") Team for gathering information on and processing child welfare cases.
  - Assigning or re-assigning caseloads, reviewing work product, and assisting caseworkers in tasks that are only administrative in nature.
  - Providing this technical assistance will require that training and procedures be formed in areas that do not have clear guidance.
  - Case consultation, including review of Volume 7 and how that aligns with practice.
  - Case consultation including review of the Moffat County Case Management Order and provisions of that Order concerning Moffat County, including

discovery mandates.

- Weekly supervision with individual staff.
- Available to work during and after normal hours as needed by Moffat County.
- Such other services as need or as may be required by the State Department of Human Services or as needed by Moffat County.

The amount to be expended pursuant to this Agreement shall not exceed Twenty-Five Thousand dollars and no/100 cents (**\$25,000.00**). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners.

4. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are set forth in the Scope of Work and are billed in a timely manner as described in Paragraph 6.

5. County agrees:
  - A. To monitor the provision of contracted services.
  - B. To pay Contractor after timely receipt of billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
  
6. Contractor agrees:
  - A. Not to assign any provision of this Contract to a subcontractor.
  - B. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
  - C. To submit a billing statement by the 10<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
  - D. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
  - E. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
  - F. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
  
7. TERMINATION: Either party may terminate this Contract for any reason by providing thirty (30) days prior notification in writing.

Moffat County Board of County Commissioners  
221 West Victory Way, Ste. 130  
Craig, CO 81625

Patricia Buddy  
6508 W. 8<sup>th</sup> Avenue  
Arvada, CO 80003  
buddytr@aol.com  
Phone: 303-931-9846



8. During the course of the parties' performance of their respective obligations hereunder, a party may gain access to confidential information. All such information shall be maintained in strict confidence, shall not be used except as necessary for the performance of the parties' obligations under this Contract and shall not be disclosed to any third party without prior written approval of the disclosing party, unless required under the Colorado Open Records Act or other law. If a party maintains such information in electronic form, such party will take all reasonable precautions to maintain such information in a secure environment to prevent its unauthorized access, use or disclosure. If a party becomes aware of any actual or suspected unauthorized access, use or disclosure of confidential party information, such party shall notify the other party as soon as practicable. Upon the cancellation, termination or completion of this Contract, all such information shall be returned or destroyed, at the discretion of the disclosing party.
9. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.
10. SEVERABILITY: The parties hereto agree that each term and condition contained herein is severable. In the event that any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.
11. INDEMNITY: Contractor shall indemnify COUNTY from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby or based upon any violation of any statute, regulation and in the defense of any such claims or actions.
12. MODIFICATIONS AND AMENDMENT:
  - A. *Modifications by Operation of Law*. This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be discussed by the parties prior to being incorporated into and being part of this Agreement.
  - B. *Programmatic or Budgetary Modifications*. No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. COUNTY shall have full discretion as to whether or not such modifications shall be authorized.
  - C. *Other Modifications*. If either COUNTY or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (A) and (B) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.
13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and federal law and regulations governing the privacy of certain health information.

- 14. LEGAL VENUE: The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Moffat County, Colorado.
- 15. CONFIDENTIALITY: The Contractor shall safeguard information and confidentiality of cases referred by COUNTY to the Contractor.
- 16. FACSIMILE and EMAIL: A facsimile or email copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

\_\_\_\_\_ Date: \_\_\_\_\_  
Kristin Grajeda, Director

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Donald Broom, Chairperson

**CONTRACTOR**

\_\_\_\_\_ Date: \_\_\_\_\_  
Patricia Buddy, Contractor

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

Subscribed and affirmed to before me this \_\_\_\_\_ day of July, 2022, by Patricia Buddy, Independent Contractor.

Witness my hand and seal.

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

Q:\Contract\DHS Contracts\2022 Contracts\22-07-22 Contract for Purchase of Service - Patricia Buddy.doc

## **BOCC MEETING**

### **MOFFAT COUNTY PLANNING DEPARTMENT**

**July 26, 2022**

- Union Telephone Communications Tower – Little Buck C-22-04 - Applicant wants to put in a communications tower. Applicant has right of way agreements and a land lease for the tower site.
- Wyman Exemption – E-22-02 - This was originally a 105.71-acre parcel and 5.091 acres will be exempted off. There are no previous exemptions on this parcel.
- Brooks Exemption E-22-04 - This was originally a 46.89-acre parcel and 7.82 acres will be exempted off. There are no previous exemptions on this parcel.

All Agenda items were advertised in the paper on June 29, 2022

Moffat County Planning Commission

July 12, 2022

Application: C-22-04

Applicant: Union Telephone Company

Description: Communications Site – Little Buck

Regulation Reference: Section 410.3 - Conditional Uses in an Agriculture District

Location: Section 8; T9N; R90W

Access: North on Highway 13; east (left) on to MCR 40 for 1.1 miles; then right on a two track for 1.83.

Staff Comments: Applicant wants to put in a communications tower. Applicant has right of way agreements and a land lease for the tower site.

Attachments: Copy of application, maps and other information.

Results:

Moffat County Planning Department  
221 West Victory Way, Suite 110  
Craig, CO 81625  
(970) 824-9148

NO. C- 22-04  
Fee: \$200.00  
Date Paid 06-21-22

**APPLICATION FOR CONDITIONAL USE**

Applicant: Union Telephone Company Phone #: 307.747.4804 (Tyler Tholl, Site Acq)

Email address: ttholl@unionwireless.com

Address: 850 N. HWY 414, Mountain View, WY 82939

Landowner: Visintainer Sheep Company Phone #: 970.824.6061

Address: PO Box 395, Craig, CO 81626

Agent, if any: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Acreage: 0.23 Acres, 100 x 100 ft parcel Zoned: Agricultural

Legal Description: Section: 8 Township: 9N Range: 90W Address: \_\_\_\_\_

Driving Directions: Head East towards Moffat County gravel pit on paved rd, off of HWY 13, drive 1.1 mi, then take right to head up two-track, follow two track south for 1.83 mi to site location.

Proposed Use (Describe in Detail): Telecommunication Facility

Proposed Starting Date: 9/15/2022 Proposed Completion Date: 10/30/2022

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

Indicate type of water system: Public ( ) Private ( ) Existing ( ) Unmanned, no water,  
Indicate type of sewage system: Public ( ) Private ( ) Existing ( ) no sewer to be installed

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

Union intends to install an 80-foot lattice-style communication tower, one 11x20 prefabricated building, one 8x16 generator building, within a 6-foot chain link security fence, with buried power line to site.

**\*See instructions below**

Effective July 1, 2008 it will be the responsibility of the applicant/developer to notify, by certified mail, all mineral estate owners on any "Application for Development." This includes an application for a sketch plan, preliminary plan or final plan for a minor or major subdivision, exemption, conditional use permit, a planned unit development, any applications for zoning or rezoning to a planned unit development that would change or create lot lines where such applications are in anticipation of new surface development or any other similar land use designation that is used by Moffat County. The process is as follows:

Not less than thirty days before the date scheduled for the initial public hearing by a local government on an application for development, the applicant shall send notice, by certified mail, return

WCF Application Permit Narrative  
Union Telephone Company  
"Little Buck" Communication Facility  
New 80-foot Tower

Statement of Need: Union Telephone Company wishes to construct an 80-foot, lattice-style communication tower in the SW1/4 of the NW1/4 of Section 8, T9N, R90W of the 6<sup>th</sup> P.M., Moffat County Colorado. Union has finalized a lease with the Visintainer Sheep Company, owner of said property, to build this structure on their property. Union will be accessing the facility from the adjacent landowner, Lynn Villard to the North, who also owns the property in which Moffat County operates a gravel pit. Union is looking to improve their cell service along HWY 13, as well as deploy First Net services, a nationwide emergency responders' network.

Construction Details: Upon the securement of all pertinent permitting, Union will improve the existing two-track on the Villard property to the site location. Union will also prep the Comm Site location for foundation work, with a D9 cat and trackhoe. Union will install a 35-foot by 35-foot concrete foundation pad, along with concrete pads (4 total, 2 for each) for building foundations. This will take approximately 12 concrete trucks. Union will erect the 80-foot tower with a crane, and haul in prefabricated buildings, 1- 11'x20' electronics building & 1-8'x16' Generator building on 10-wheeled flatbed trucks. Union will plow in a buried power line off the south side of the dirt road, then along the edge of the two-track access path all the way to the site from HWY 13. The construction crews will then hang antenna and microwave equipment and test the site to bring it up on air. The final step of the process will be installing the security gate around the perimeter of the leased compound. Construction of the facility takes approximately 6-weeks from start to finish, and typically requires 4-8 men be onsite depending on the stage of construction.

Location & Application Details: Union has been working with the BLM, Lynn Villard and Gary Visintainer to finalize all necessary rights of way for the project. The site location is in the SW1/4 of the NW1/4 of Section 8 in T9N, R111W. The tower Center is staked approximately 82' from the landowner property boundary to the South, with the 100 x 100 lease area being approximately 6 feet from that same boundary line. There are a total of 5 adjacent parcels to the Visintainer Sheep Company parcel in which the tower will be constructed. The parcel to the south will have the closest proximity to the leased area, and remaining parcels are a large distance from the construction zone.

Attachments: Attached to this WCF Application & narrative are the following:

1. Set of Leasing Drawings
2. Survey Documents
3. GIS map with parcels marked, as well as tower location.
4. List of adjacent landowners
5. Topo map
6. \$200 Application Fee

Thank you for your consideration for this project, and I look forward to working with you towards an approval.

Respectfully submitted,

Tyler Tholl  
Site Acquisition  
Union Telephone Company  
850 N. HWY 414  
Mountain View, WY 82939  
307.747.4804  
[ttholl@unionwireless.com](mailto:ttholl@unionwireless.com)

Moffat County Planning Commission

March 29, 2022

Application: E-22-02

Applicant: Lou and Paula Wyman

Description: Exemption of 5.091 acres from 105.71 acres

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

Location: Sections 3 and 4; T6N; R90W

Access: East on Hwy 40 to 93650 Hwy 40 Property is on the right.

Staff Comments: This was originally a 105.71-acre parcel and 5.091 acres will be exempted off. There are no previous exemptions on this parcel.

Attachments: Copy of application and plat

Results:



Moffat County Planning Department  
221 W Victory Way, Suite 250  
Craig CO 81625  
(970) 824-9148

NO. # E- 22-02  
Fee: \$200.00  
Date Paid 06-02-22  
Wyman Exemption #2

**APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS**

Owner: Louis and Paula Wyman Phone #: 970-620-0338

Email address: \_\_\_\_\_ Museum 824-6346

Address: P.O. Box 298, Craig, CO 81625

Buyer: N/A Phone #: N/A

Address: N/A

Agent, (if any): Epp & Associates Phone #: 970-824-8236

Address: \_\_\_\_\_

Acreage: \_\_\_\_\_

Existing parcel: 105.71 Zone: Ag Proposed parcel(s): 5.091 acres

Legal Description (existing parcel) – Section 344 Township 6N Range 90W

Driving Directions: East on Highway 40 to 93650 Hwy 40

Proposed Use: \_\_\_\_\_

**Provide the following attachments:**

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

**Submitting Application**

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



Moffat County Planning Commission

June 7, 2022

Application: E-22-04

Applicant: Bobby Brooks

Description: Exemption of 7.82 acres from 46.89 acres

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

Location: Sections 3; T7N; R90W

Access: North on Hwy 13 for about 7 miles on the right.

Staff Comments: This was originally a 46.89-acre parcel and 7.82 acres will be exempted off. There are no previous exemptions on this parcel.

Attachments: Copy of application and plat

Results:

Moffat County Planning Department  
221 W Victory Way, Suite 250  
Craig CO 81625  
(970) 824-9148

NO. # E- 22-04  
Fee: \$200.00  
Date Paid \_\_\_\_\_

APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS

Owner: Bobby Brooks Phone #: 970-439-8014  
Email address: bobjan1967@gmail.com  
Address: 337 - CR 18 S. CRAIG CO 81625  
Buyer: Western Exploration & Rd Construction Phone #: ?  
Address: 3401 Quebec St Suite 9105<sup>en.</sup> DENVER CO 80207  
Agent, (if any): \_\_\_\_\_ Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Acreage: \_\_\_\_\_  
Existing parcel: Parcel # 065903100002, S: 3T: 7N R 90W  
46.89 acres Zone: AG Proposed parcel(s): 7.82 acres & 39.07 acres  
Legal Description (existing parcel) – Section 3 Township 7N Range 90W  
Driving Directions: about 7 miles from town on Hwy 13 North  
between mile marker 96 + 97  
Proposed Use: Barn minimum - 1 Bedroom house inside Barn

Provide the following attachments:

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

Submitting Application

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

UPPE ASSOCIATES  
PROFESSIONAL LAND SURVEYORS  
111 1/2 West Street  
PO Box 1111, Phoenix, Arizona  
602-254-1111



**Explanation**

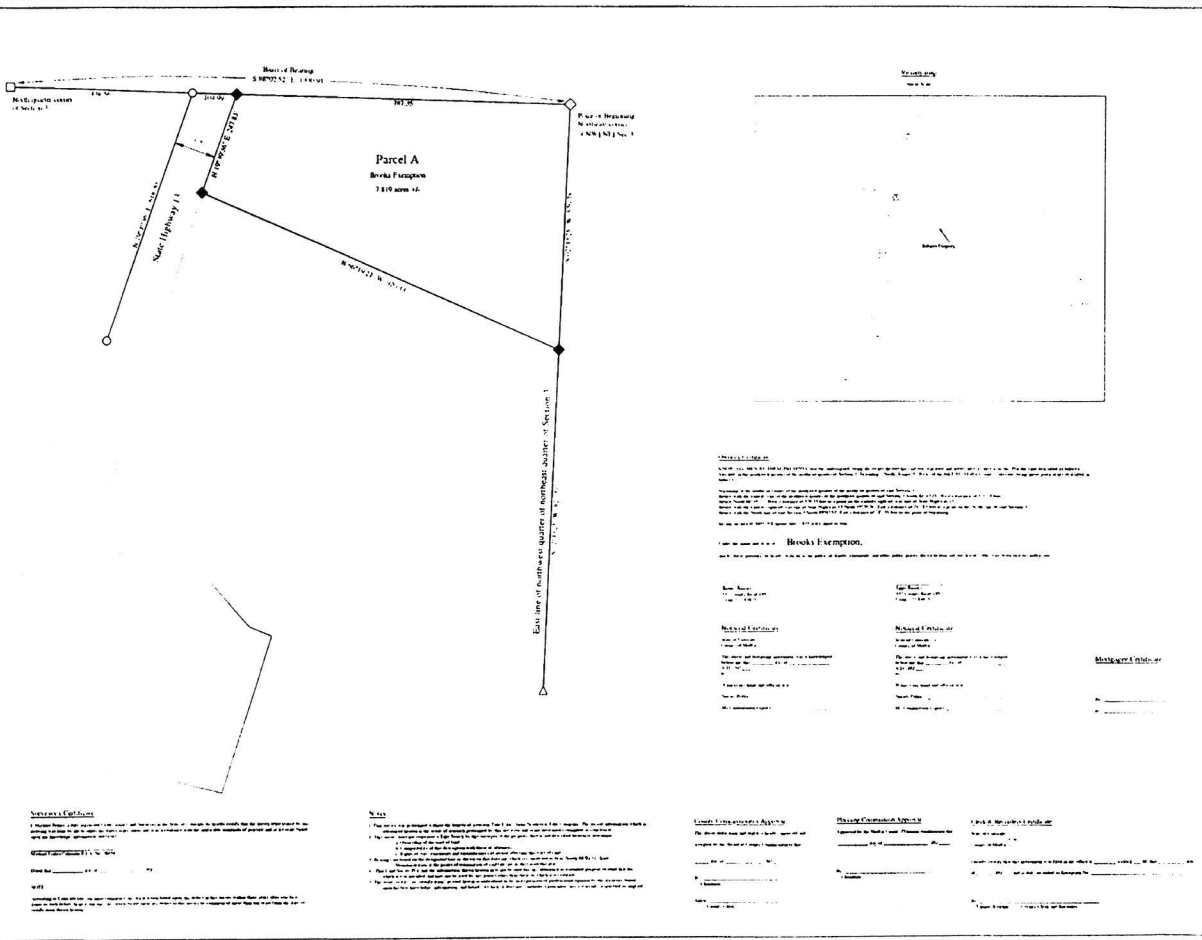
□	Surveyed boundary
◇	Surveyed boundary
△	Surveyed boundary
○	Surveyed boundary
◆	Surveyed boundary

**Preliminary Plat**  
**Brooks Exemption**  
located in the  
northwest quarter of the  
northeast quarter of Section  
3, Township 7 North, Range  
90 West of the 6th P.M.,  
Moffat County, Colorado

Section	3
Township	7N
Range	90W
Principal Meridian	6th
County	Moffat

Scale	1" = 100'	<b>1</b>
Job No.	NS218843	
Drawn By	ML	
Date	7-22-22	



RESOLUTION NO. 2022-75  
 July 26, 2022  
 Supplemental Budget

**WHEREAS**, the Board of County Commissioners of the County of Moffat and State of Colorado have approved the 2022 Budget.

**WHEREAS**, various departments have a need to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

**WHEREAS**, this supplemental has been properly published prior to adoption.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Moffat County, Colorado that the 2022 appropriations and budgets be supplemental as follows:

Account	Account Description	Debit	Credit
20500002-53005	COMPUTER EXPENSE/SERVICES	\$3271.20	
23500002-53005	COMPUTER EXPENSE/SERVICES	\$4361.60	
Account	Account Description	Debit	Credit
53500005-50020	FULL TIME WAGES		\$37148.80
53501705-50020	FULL TIME WAGES - MAYBELL	\$37148.80	
430ARP_4-50025	FULL TIME SHARED WAGES	\$8500.00	
52500005-50030	PART TIME WAGES		\$13800.00
53500005-50030	PART TIME WAGES		\$16247.04
53501805-50030	PART TIME WAGES - DINOSAUR	\$16247.04	
52500005-50035	PART TIME SHARED WAGES	\$13800.00	
53500005-50060	FRINGE BENEFITS		\$1260.56
53501805-50060	FRINGE BENEFITS - DINOSAUR	\$1260.56	
53500005-50060	FRINGE BENEFITS		\$11554.03
53501705-50060	FRINGE BENEFITS - MAYBELL	\$11554.03	
430ARP_4-50080	RETIREMENT	\$50.00	
53500005-50080	RETIREMENT		\$2100.17
53501705-50080	RETIREMENT - MAYBELL	\$2100.17	
430ARP_4-51018	OTHER PROFESSIONAL SERVICES		\$8000.00
52100005-53032	SECURITY	\$3000.00	
54500005-54013	CONTINGENCY		\$2000.00
430ARP_4-54042	OFFICE SUPPLIES		\$550.00
52100005-54045	OPERATING SUPPLIES		\$3000.00
54500005-54049	POSTAGE	\$2000.00	

Account	Account Description	Debit	Credit
19000001-48210	TRANSFER IN FROM JAIL	\$27465.00	
190JLSR1-58021	BOND RENTAL PAYMENT		\$27465.00
175ARP_1-60021	LOUDY SIMPSON IMPROVEMENT		\$25000.00
175ARP_1-60045	FAIRGROUNDS IMPROVEMENTS		\$300.00
175ARP_1-60045	FAIRGROUNDS IMPROVEMENTS		\$62500.00
175ARP_1-60047	GOLF COURSE IMPROVEMENT		\$100000.00
175ARP_1-60048	MAYBELL WASTEWATER TF IMPROVEM		\$10000.00
175ARP_1-60059	AIRPORT IMPROVEMENT		\$137500.00
Account	Account Description	Debit	Credit
10000001-46004	REIMBURSEMENT		\$450.00
10000001-53009	DUES & MEETINGS	\$450.00	
11000001-43001	FEDERAL PILT		\$380501.00
175ARP_1-53067	CITY DIVERSION PARK	\$150000.00	
175ARP_1-60051	ASSESSOR ARCA SEARCH	\$35000.00	
175ARP_1-60052	ASSESSOR GIS	\$65000.00	
175ARP_1-53068	AUGMENTATION PLAN	\$85000.00	
20500002-46004	REIMBURSEMENT		\$534.45
20500002-54045	OPERATING SUPPLIES	\$534.45	
20500002-46004	REIMBURSEMENT		\$30094.99
20500002-60005	CAPITAL OUTLAY	\$30094.99	
20500002-43406	STATE EIAF GRANT		\$45000.00
20500002-60014	EQUIPMENT VEHICLES	\$45000.00	
20500002-46004	REIMBURSEMENT		\$60.00
20500002-54045	OPERATING SUPPLIES	\$60.00	
21512312-43420	STATE PUB HEALTH & ENVIORNMENT		\$3789.30
21512312-54037	MISC EQUIPMENT	\$3789.30	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$8233.71
23500002-51016	MENTAL HEALTH SERVICES	\$600.00	
23500002-51018	OTHER PROFESSIONAL SERVICES	\$4099.35	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$2458.86	
23500002-54045	OPERATING SUPPLIES	\$1075.50	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$4973.15
23500002-51016	MENTAL HEALTH SERVICES	\$600.00	
23500002-51018	OTHER PROFESSIONAL SERVICES	\$2378.51	
23500002-54045	OPERATING SUPPLIES	\$1994.64	

23500002-43013	FEDERAL JBBS & MAT GRANT		\$15442.14
23500002-51016	MENTAL HEALTH SERVICES	\$600.00	
23500002-51018	OTHER PROFESSIONAL SERVICES	\$13113.95	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$531.40	
23500002-54045	OPERATING SUPPLIES	\$1196.79	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$17049.08
23500002-51016	MENTAL HEALTH SERVICES	\$600.00	
23500002-51018	OTHER PROFESSIONAL SERVICES	\$2872.73	
23500002-54045	OPERATING SUPPLIES	\$1059.07	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$12517.28	
23500002-43013	FEDERAL JBBS & MAT GRANT		\$25175.29
23500002-51016	MENTAL HEALTH SERVICES	\$600.00	
23500002-51018	OTHER PROFESSIONAL SERVICES	\$22310.86	
23500002-54045	OPERATING SUPPLIES	\$1019.49	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	\$1244.94	
36000003-45001	MISCELLANEOUS		\$37575.53
36000003-45001	MISCELLANEOUS		\$1454.29
36000003-45001	MISCELLANEOUS		\$2227.48
36036203-54056	REPAIR PARTS	\$2227.48	
36000003-45001	MISCELLANEOUS		\$45.90
36036103-51020	PHYSICALS	\$45.90	
36000003-43437	STATE HWY USERS FUND		\$358486.00
36000003-46001	INSURANCE REIMBURSEMENT		\$10218.75
36036203-54038	MISCELLANEOUS	\$10218.75	
40000004-46001	INSURANCE REIMBURSEMENT		\$1362.95
40000004-52035	REPAIRS AUTO	\$1362.95	
40500004-46004	REIMBURSEMENT		\$136.64
40500004-54038	MISCELLANEOUS	\$37.44	
40500004-54045	OPERATING SUPPLIES	\$76.47	
40500004-54030	GAS & OIL	\$22.73	
415SB944-43410	STATE SB94 MISCELLANEOUS		\$2497.98
41500004-43433	STATE JUDICIAL DIVERSION		\$2504.33
415SB944-43409	STATE SB94 CASE MANAGEMENT		\$2000.00
41500004-53046	TRAVEL	\$5002.31	
415SB944-50055	EMPLOYEE BONUS	\$1000.00	
41500004-50055	EMPLOYEE BONUS	\$1000.00	



430RROE4-46004	REIMBURSEMENT		\$2537.00
430RROE4-50025	FULL TIME SHARED WAGES	\$1000.00	
430RROE4-50080	RETIREMENT	\$237.00	
52100005-45008	DONATIONS		\$636.66
52100005-54025	FAIR QUEEN EXPENSE	\$636.66	
53500005-46001	INSURANCE REIMBURSEMENT		\$1288.43
53500005-52036	REPAIRS BUILDING	\$1288.43	
53500005-43403	STATE LIBRARY GRANT		\$6997.00
53500005-43403	STATE LIBRARY GRANT		\$6314.00
53500005-54007	BOOKS	\$6315.00	
53500005-60005	CAPITAL OUTLAY	\$6997.00	
430RROE4-50060	FRINGE BENEFITS	\$1300.00	
36036303-60010	EQUIPMENT LOADER/BACKHOE	\$99978.31	
36036103-54021	DUST CONTROL	\$125000.00	

\_\_\_\_\_  
Donald Broom  
Chair, Board of County Commissioners

STATE OF COLORADO)

) ss

COUNTY OF MOFFAT )

I, Tammy Raschke, County Clerk and Ex-officio 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 day of July 26, 2022.

\_\_\_\_\_  
Clerk and Ex-officio to  
County Commissioners, Moffat County  
State of Colorado; Tammy Raschke

**Justifications  
July 2022 Supplemental  
Resolution 2022 - 75**

**BOCC (100)**

1. The Finance department requests \$450.00 of unexpected revenue from reimbursement for NACO dues accidentally paid twice to be used towards the expenses incurred.  
**No Change in Contingency**

**OTHER ADMIN (175)**

1. The Finance department requests a downward supplemental in revenue of \$300.00 from American Rescue Plan Act Funds. On the March 2022 budget supplemental an error was previously submitted with more in expenses than budgeted for.  
**No Change in Contingency**
2. The Finance department requests a downward supplemental in revenue of \$335,000.00 from American Rescue Plan Act Funds. Revenue will be utilized in other departments.  
**No Change in Contingency**
3. The Finance Department requests to increase the budget \$380,501.00 from unexpected revenue in payment in Lieu of Taxes (PILT).  
**No Change in Contingency**

**LEASE PURCHASE (190)**

1. The Finance Department requests a downward supplemental revision of \$27,465.00 for the solar lease payment that was doubled in the 2022 initial budget adoption.  
**No Change in Contingency**

**SHERIFF (205)**

1. The Sheriff's Office requests to rollover \$3,271.20 of Computer Expenses to be used towards computers ordered in 2021 not received until 2022.  
**No Change in Contingency**
2. The Sheriff's Office requests \$534.45 of unexpected revenue from a holster purchase refund to be used towards operating costs.  
**No Change in Contingency**
3. The Sheriff's Office requests \$30,094.99 of unexpected revenue from body cameras reimbursement to be utilized towards the expenses.  
**No Change in Contingency**

4. The Sheriff's Office request \$45,000.00 of unexpected revenue from department of local affairs to be used towards the purchase of a search and rescue truck.  
**No Change in Contingency**
5. The Sheriff's Office request \$60.00 of Unexpected Revenue from State Patrol reimbursement to be utilized towards expense incurred.  
**No Change in Contingency**

### **EMERGENCY MANAGEMENT (215)**

1. The Emergency Management Office request \$3,789.30 in unexpected revenue from State Public Health funds received to purchase defibrillators to be used towards expenses.

### **JAIL (235)**

1. The Jail requests \$8,233.71 of unexpected revenue from JBBS & MAT Grant for reimbursing a portion of expenses related to mental health and addition services required in the jail.
2. The Jail requests \$4,973.15 of unexpected revenue from JBBS & MAT Grant for reimbursing a portion of expenses related to mental health and addition services required in the jail.
3. The Jail requests \$15,442.14 of unexpected revenue from JBBS & MAT Grant for reimbursing a portion of expenses related to mental health and addition services required in the jail.
4. The Jail requests \$17,049.08 of unexpected revenue from JBBS & MAT Grant for reimbursing a portion of expenses related to mental health and addition services required in the jail.
5. The Jail requests \$25,175.29 of unexpected revenue from JBBS & MAT Grant for reimbursing a portion of expenses related to mental health and addition services required in the jail.
6. The Jail requests to rollover \$4,361.60 of Computer Expenses to be used towards computers ordered in 2021 not received until 2022.

### **Road and Bridge (360)**

1. The Road and Bridge Department requests \$358,486.00 of unexpected revenue from the State Highway Fund to be utilized for a loader and dust control.
2. The Road and Bridge Department requests \$10,218.75 of unexpected revenue from insurance reimbursement to be utilized towards miscellaneous expenses.
3. The Road and Bridge Department Requests \$41,303.20 of unexpected revenue from damage, vandalism and Miscellaneous credit reimbursements to be used towards repairs.

#### **MAYBELL AMBULANCE (400)**

1. The Maybell Ambulance request \$1,362.95 of unexpected revenue from insurance reimbursement to be utilized towards Auto repair expenses.

#### **MAYBELL FIRE (405)**

1. The Maybell Fire Department requests \$136.64 of unexpected revenue from reimbursements to be used towards expenses occurred.

#### **YOUTH SERVICES (415)**

1. The Youth Services Department requests \$5,002.31 of unexpected revenue for travel to trainings to be used towards the travel expenses.
2. The Youth Services Department requests \$2,000.00 of unexpected revenue from a state COVID incentive bonus to be used towards the bonus expenses.

#### **PUBLIC HEALTH (430)**

1. The Public Health Department requests \$2,537.00 of unexpected revenue from Rural Response to the Opioid Epidemic Grant to be utilized towards personnel expenses.
2. The Public Health Department requests to transfer \$8,550.00 in ARPA funds from other professional services and office supplies to wages.

#### **EXTENSION (525)**

1. The Extension Office requests to transfer \$13,800.00 from part time wages to part time shared wages.
2. The Extension Office requests to transfer \$3,000.00 from the fair revenue to the Security expenses for security at the fair events.
3. The Extension Office request \$636.66 of unexpected revenue generated by the fair queens to be used towards expenses of the fair queens.

#### **LIBRARY (535)**

1. The Library request \$1,288.43 of unexpected revenue from insurance reimbursement to be utilized towards repairs.

2. The Library request \$13,311.00 of unexpected revenue from a State Library Grant to be used towards expenses.
3. The Library requests to transfer \$17,507.60 from the Craig's branch of personnel cost to the Dinosaur's branch of personnel costs.
4. The Library requests to transfer \$50,803.00 from the Craig's branch of personnel cost to the Maybell's branch of personnel costs.

**MOFFAT COUNTY TOURISM ASSOCIATION (545)**

1. The MCTA department requests to transfer \$2,000.00 from Contingency to Postage. There has been an increase of brochure requests.

<b>Budget supplemental requests by category:</b>	
<b>Unexpected Revenue</b>	<b>\$1,302,586.05</b>
<b>Transfers</b>	<b>\$95,660.60</b>
<b>Increase Spending Authority</b>	<b>\$</b>
<b>Rollovers</b>	<b>\$7,632.80</b>
<b>Downward Supplemental</b>	<b>\$362,765.00</b>
<b>Total Adjustments</b>	<b>\$1,768,644.45</b>

<b>Contingency Account History</b>	
<b>Balance as of January 1, 2022</b>	<b>\$625,000.00</b>
<b>March Supplemental</b>	<b>\$0.00</b>
<b>July Supplemental</b>	<b>\$0.00</b>
<b>December Supplemental</b>	<b>\$0.00</b>
<b>Balance as of July 26, 2022</b>	<b>\$625,000.00</b>

<b>Emergency Reserve Account History</b>	
<b>Balance as of January 1, 2022</b>	<b>\$1,131,865.00</b>
<b>Balance as of July 26, 2022</b>	<b>\$1,131,865.00</b>



Date Grant Documents Received by Grant Review Committee: 7-21-2022

**ROUTING:**

Original - Requesting Department File  
 Copy - Grant Review Committee(GRC)  
 Copy - Other \_\_\_\_\_

**GRANT REVIEW ROUTING FORM**

REQUESTING DEPARTMENT:	<u>Natural Resources</u>	
Contact Person: <u>Jeff Comstock</u>	Phone: <u>970 826-3400</u>	Email: <u>jcomstock@moffatcounty.net</u>
GRANT SOURCE:		
GRANT PROPONENT: <u>Commish</u>	COUNTY MATCH: <u>\$ 50 K</u>	GRANT AMOUNT: <u>\$ 50,000</u>

**STATEMENT OF PURPOSE of GRANT:**

Augmentation plan and court approval

The Grant Proponent shall submit a draft of the grant application and a written narrative describing the grant program, together with a statement of the expected benefits of the grant to Moffat County and the expected costs to the County in accepting the grant.

\* The Grant Proponent shall submit the above information to the Grant Review Committee at least two (2) weeks before the date of a pre-application review of the Grant.

\*\* Note: It's the Grant Proponent's responsibility to learn the Moffat County Grant Policy and to comply with its requirements.

**GRANT POLICY PROVISIONS:**

In applying for and accepting Grants, the following considerations must be evaluated:

- The Grant meets the scope and mission of Moffat County:
- Cost/benefit of administration, reporting, etc.:
- Current and future impacts on staffing and operations:
- Appropriate financial accounting can reasonably be accomplished:
- Appropriate staff support exists for implementation & administration; and
- Compliance w/ Office of Management of Budget Code of Fed. Regs. (2 CFR 200).
- Organizational and personal conflicts of interest:
- Future costs and staffing needs that occur after the grant period ends:
- Correlation with other existing and reasonably potential grants:
- TABOR implications, both short-term and long-term:

The Grant Proponent shall include any written informational materials concerning the grant program, at a minimum shall include the following:

Application Deadline: <u>ASAP</u>	Personnel impact: <u>0</u>
Grant start and end date (duration): <u>Sept 2 Variable</u>	Asset impact: <u>50K</u>
In-kind proposed: <u>\$5000</u>	Letter of support requirements: <u>Commish &amp; City Council</u>
Proposed Grant Administrator: <u>Comstock</u>	Supplemented services or items: <u>NA</u>

**REVIEW COMMITTEE REVIEW & RECOMMENDATIONS:**

The Grant Review Committee has analyzed the benefits and costs of the proposed grant and believes this grant:

- is a value of benefits likely to be received by Moffat County from the Grant with a classification of:  New  Existing  One-Time
- Costs to Moffat County (soft and or hard match elements) of complying with the terms of the grant are: \_\_\_\_\_

Matching funds are from ARPA Funds

- Are there less cost alternatives available for obtaining the benefits that would be available through the grant?  Yes  No  Unknown
- Is there ability and management capacity of Moffat County to staff to administer the grant?  Yes  No  Unknown
- Is this proposed grant to be "passed through" to another agency, the ability of sub-grantee to administer the grant?  Yes  No  Unknown

**OTHER RECOMMENDATIONS:**

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**COMMITTEE'S APPROVAL RECOMMENDATION:**

- Recommended for Approval
- NOT Recommended for Approval

Date: 7.21.22



## Application

*Please refer to the Community Funding Partnership (CFP) Guidelines for additional information about the program, application and evaluation process, contracting requirements, and more.*

### I. Applicant Information

Sponsor/Applicant Name: Moffat County Commissioners

Organization (if applicable): Moffat County Government

Primary Contact Information:

Name: Jeff Comstock

Address: 221 W Victory Way, SUite 130, Craig CO 81625

Phone: 970.826.3400 e-mail: jcomstock@hotmail.com

### II. Project Information

Project Name: Lower Yampa River Augmentation Plan

Project Location (Address and County): 221 W Victory Way, Suite 130, Craig CO 81625

Latitude and Longitude (decimal degrees, e.g. 39.55269, -107.335726): \_\_\_\_\_

*\*Please attach a site map, if applicable.*

Is your project in response to an unforeseen emergency or natural hazard such as fire or flood?

Yes  No



If yes, please answer the following: Provide a summary of the emergency which caused the repair or rehabilitation to be necessary (150 words):

NA

If yes, please answer the following: A description, with evidence, if possible, that deferred maintenance and/or neglect was not the cause of damage to the project (150 words):

NA

Brief Project Summary (limit 150 words):

The Moffat County Commissioners desire to provide an umbrella augmentation plan that will cover the vast majority of projected future housing growth dependent on residential wells, a portion of commercial/industrial future development and some out-of-priority pond evaporation. Since March 1, 2022 when the Colorado State Engineer designated the Yampa River as "over appropriated," most types of well permits will require augmentation water. In 2021, the River District funded the Great Northern Water Conservancy District to conduct a Lower Yampa Augmentation Needs Study that identified the area proposed in this grant request, as the highest priority along the Lower Yampa for completing an Augmentation Plan. This grant will enable Moffat County to provide augmentation water for the citizens of the Lower Yampa.

Project Timeline:

Anticipated Start Date: August 1, 2022

Anticipated Completion Date: December 31, 2024

Project Category(ies) Allocation: *Please identify which of the five prioritized funding categories your project requested funding will address (check all that apply):*

- Productive Agriculture*                       *Infrastructure*                       *Healthy Rivers*  
 *Watershed Health and Water Quality*     *Conservation and Efficiency*

Describe how the project objectives fit within the category(ies) selected above, and if multiple categories, identify approximate percentage allocation of the project to each category:

The point of an umbrella augmentation plan is to replace out-of-priority depletions occurring after the "over appropriated" designation of a river system. Replacing depletions in an over appropriated system assures a standard is maintained in water volumes, water quality, watershed health, and water use efficiency while allowing for future residential development. The proposed augmentation plan will protect senior water rights from depletions by residential wells by supplying augmentation water to the calling right. This prevents reducing water quantities in a water system which decreases riparian health and less water volume could lead to reduced water quality.

Project Partners: *List all partners involved with this project and their role in the proposed project.*

- a) Moffat County Commissioners- project fiduciary, funder, and project lead
- b) Great Northern Water Conservancy District- policy review and advice during planning effort, possibly holder of water for augmentation
- c) Colorado River Water Conservancy District- Technical advice, funder
- d) Colorado Housing Finance Authority (CHFA)- potential funder
- e) Consultant- An RFP will be issued to select a consultant to complete Phase 1 and 2. 1) Phase I - develop the augmentation plan, 2) Phase 2 - Apply for augmentation plan in water court and request a Substitute Water Supply Plan (SWSP) 3) Phase 3 - implement and conduct annual operations and maintenance of Augmentation Plan.

Project Description and Tasks: *Provide a detailed description of the project including anticipated tasks and project milestones (ie study completion, permitting, design). For each task, please provide anticipated start and end dates. Attach additional documentation to the application if necessary. Identify any water rights associated with the project and the record owner of those water rights.*

Please see attachment.

Project Success and Deliverables: *Please describe anticipated project deliverables and any measurable results of your project (ie AF of storage, efficiency savings/elimination of system losses, ft of stream protected, etc)*

The anticipated project deliverables are:

1. Short-term Substitute Water Supply Plan (SWSP) that will provide augmentation water until such time that water court approves the Lower Yampa River Augmentation Plan.
2. The Lower Yampa River Augmentation Plan. Currently, there is not an augmentation provider for the Lower Yampa River. Since the basin was declared over-appropriated on March 1, 2022, development that depends on groundwater supplies has been limited. This plan will allow for the development of residential wells on parcels less than 35 acre, some amount of commercial/industrial development, and a small amount of out-of-priority pond evaporation. This augmentation plan will offer a path forward for the water users of Moffat County by providing easy access to augmentation water.

Operations and Maintenance: *Please describe existing and planned operations and maintenance associated with the project (if relevant). How does this project impact operational costs? If operational costs are expected to increase, describe long-term plans to cover ongoing expenses.*

O&M falls under Phase 3 of the augmentation plan will require the following steps:

1. Enter into a contract to provide augmentation water with a plan user.
2. Forecast the annual depletion volume and timing of the plan users.
3. Secure augmentation water supplies to replace the anticipated depletions.
4. Coordinate with Elkhead Reservoir operator to place orders for augmentation water releases to replace out-of-priority depletions.
5. Collect plan user records of actual water use, calculate the realized depletions, and update the forecasted depletions.
6. Fill out accounting forms/summary report. Submit to the SEO.

The associated costs are for Moffat County staff or Consultant time to complete the steps listed above and, depending on augmentation supply, cost of purchasing or leasing water. Moffat County is pursuing other grants to cover annual O&M costs. Whether or not grants are received for O&M Moffat County is committed to fund the annual O&M costs to operate the umbrella augmentation plan.

Anticipated Permitting Required for this Project: *Please describe any anticipated permitting requirements (include any local, state, federal or other permits anticipated and/or required for this project and the status of each permit at the time of application.)*

NA

### III. Project Budget and Funding

Total Project Cost: Not to exceed \$100,000 (Phase 1 and 2)

Requested Contribution from River District: Not to exceed \$50,000 (Phase 1 and 2)

Project Budget/Funding: *Please complete and attach the CFP budget worksheet in alignment with the tasks identified in the project description, including which funding sources and type (in-kind or cash) are being applied to each task. Attach additional documentation if appropriate.*

Please provide a brief budget narrative. Include a description of in-kind services (if applicable). Additionally, include any potential changes, timeline to secure additional funding needs, unforeseen influencing factors, and other details not included in the budget worksheet:

Moffat County is requesting \$50,000 from the River District for Phase 1 and Phase 2 of this project. Moffat County will provide \$50,000 cash and an estimated \$5,000 in-kind. We expect \$100,000 is a "not to exceed" figure, and as project invoices are submitted, Moffat County would split the cost of each invoice 50/50 with the River District, not to exceed \$50K from the District. Additionally, Moffat County is pursuing \$30,000 in grant funding from the Colorado Housing Finance Authority (CHFA) to pay for Phase 3 of the this project, which includes the annual operation and maintenance costs of the plan for the first five to ten years of operation. CHFA is interested in the project because they view water wells\ development as critical to meeting their community development and affordable housing mission.

Please describe planned efforts to meet the project budget. Should budget be exceeded please describe plan to cover additional costs.

Moffat County will send out an RFP for Phase 1 (complete augmentation planning documents) and Phase 2 (approval of augmentation plan through water court). If RFP bids exceed funding, project will be adjusted to fit funding. Moffat County is applying for grants that could fund Phase 3 (operation and maintenance of augmentation contracts). Moffat County hosts 15% contingency funding for Phase 1 and 2.

Project Funding Distributions/Sequence of Payments: *Please review the standard method for funding distributions outlined in the CFP Program Guidelines document.*

I have read and understand the CRD's standard disbursement method for the Community Funding Partnership Contract (please initial).

If the standard funding schedule does not work, please provide a detailed explanation why and what the preferred method of distribution of funds is for the applicant.

Moffat County's intent is to split each invoice with the River District 50/50, up to a maximum of \$50K from the District. Moffat County also commits to funding a \$15K (15%) contingency fund for Phase I and II.

#### **IV. Local Community Support**

Please attach letters of support from the board(s) of county commissioners in which the county(ies) the project is located and/or water from the project will be utilized, and where appropriate, the governing board of the municipality(ies) in which the project is located. Should a letter of support not be available from the appropriate local government(s), project proponent should provide detailed explanation of the reasons.

Moffat County Commissioner Support Letter Attached.

**V. Colorado River District Mission Alignment**

Please review the Colorado River District Mission Statement, Strategic Plan and Partnership Projects Funding Program Framework. Describe how your project aligns with and supports the mission and strategic goals of the River District.

This augmentation plan, along with all augmentation plans, are 100% in line with the District's mission statement, strategic plan, and program framework for grants. Augmentation plans both protect west slope water and assure water replaces out-of-priority depletions, which minimize factors justifying trans-basin divisions, protect agriculture uses, and mitigate and replace consumptive uses (depletions) from wells and ponds.

**VI. Project Risk Analysis**

What precautions are being taken to mitigate potential project failures?

Project is administrative in nature, so there is no chance of typical delays from physical construction, or supply chain issues. The only possible failure would be over-run of expenses, which Moffat County has a 15% contingency fund.

Is there anything in this project that may cause potential injury to vested absolute water rights?  
If yes, please explain. Yes  No

This project augments and replaces, not reduces, water in the Yampa Basin watershed.

Will this project potentially cause reduced return flows with any potential negative effects?  
If yes, please explain. Yes  No

The augmentation supply will be stored water in Elkhead Reservoir. No irrigated acreage will be dried up to provide the augmentation supply, therefore, this project will not impact return flows.

### VII. Additional Factors for Evaluation

Does this project preserve pre-Compact (i.e. appropriation date 1922 or earlier) water rights?  
Explain. Yes  No

Yampa River is over-appropriated as of March 1, 2022. This augmentation plan will replace out-of-priority depletions thereby preserving flows to assure water right owners are not injured, including pre-compact water rights.

Does this project have potential to cause injury to other water users?  
Explain. Yes  No

Yampa River is over-appropriated as of March 1, 2022. This augmentation plan will replace out-of-priority depletions thereby preventing injury to other water users.

How does this funding request enhance the project's long-term viability?

Project will result in an augmentation plan for the Lower Yampa River that allows development of non-exempt water wells on less than 35 acres into the foreseeable future. Development of water wells on less than 35 acres allows for responsible population and housing growth in the Lower Yampa Valley, which both elected Commissioners and City Council desire.



Does this project promote innovation within a water use sector?  
Explain.

Yes

No

Augmentation Plans are a legal and policy requirement for future water development within an over-appropriated river system.

Does this project or funding request develop applied research, science and data beneficial to the mission and strategic goals of the District?

Yes

No

This project applies research completed in the 2022 Yampa River Augmentation Needs Assessment, conducted by the Great Northern Water Conservancy District, which outlines the future potential augmentation needs of the Lower Yampa River. The River District funded much of the above mentioned Needs Assessment. This augmentation plan project utilizes information from the Needs Assessment that reported it is meaningful and appropriate to develop an augmentation plan.

### VIII. Insurance

Please review the minimum insurance requirements for a funding agreement which are outlined in the CFP Program Guidelines document.

Please acknowledge that you have read and understand the insurance requirements.

I have read and understand the CRD's standard insurance requirements for the Community Funding Partnership Contract

If you believe that extenuating circumstances or hardships exist that prevent you from fulfilling this requirement, please explain.

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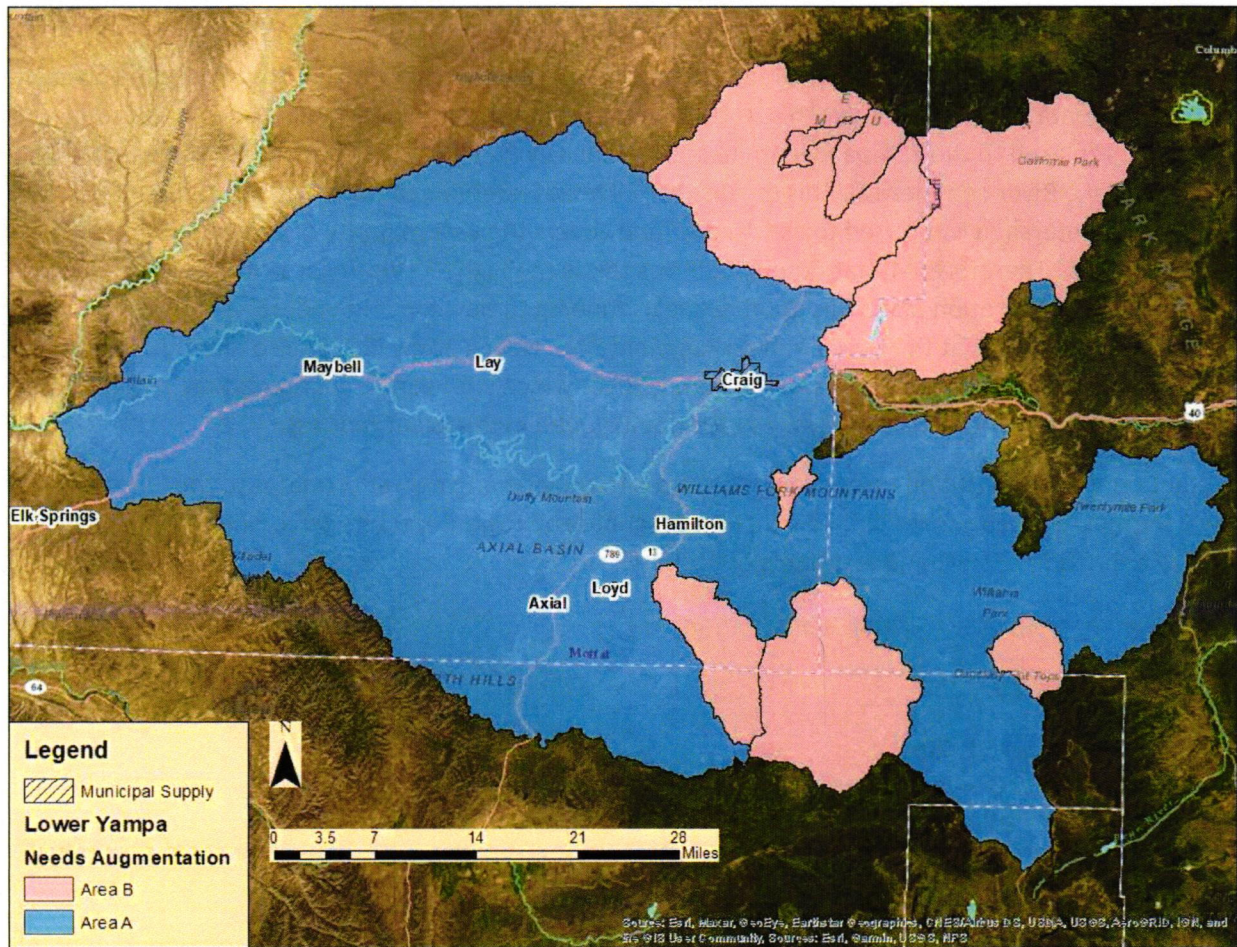
Signature of Applicant

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Date

*Completed application and supporting documentation should be submitted by e-mail to [partnerfunding@crwcd.org](mailto:partnerfunding@crwcd.org).*

## Project Area Map



Moffat County will pursue an augmentation plan for “Area A” located inside of Moffat County. As part of Phase 1, Moffat County will work with Rio Blanco County, Routt County, and the Upper Yampa Water Conservancy District to determine if they are interested having their boundaries incorporated into the augmentation plan.

## Project Description and Tasks

*Provide a detailed description of the project including anticipated tasks and project milestones (ie. study completion, permitting, design). For each task, please provide anticipated start and end dates. Attach additional documentation to the application if necessary. Identify any water rights associated with the project and the record owner of those water rights.*

On March 1, 2022, the Colorado State Engineer designated the Yampa River (upstream of the confluence of the Little Snake River) as "over-appropriated". The most critical issue for Moffat County is that DWR will no longer issue permits for residential wells on parcels less than 35 acres in subdivisions approved after March 1, 2022 without augmentation water. Augmentation water is not readily available for most of Moffat County. In order to enable future development in areas that are not served by a municipal

water provider, the Moffat County Commissioners desire to provide an umbrella augmentation plan. This plan will offer a path forward for the water users of Moffat County by providing a mechanism to contract for augmentation water.

In 2021, the River District funded the Great Northern Water Conservancy District to conduct a Lower Yampa Augmentation Needs Study. This study identified a large watershed in which depletions only need to be replaced to the Yampa River mainstem at the Lily Park Ditch or Pump (just upstream from the Little Snake River confluence). This means that Elkhead Reservoir can serve as the augmentation supply. This watershed is referred to as "Area A" and covers the vast majority of projected future housing growth. Therefore, Moffat County believes this is the highest priority area in the Lower Yampa Basin for an augmentation plan. This grant requests funding to develop and operate an augmentation plan for Area A. Note that the Lower Yampa Augmentation Needs Study (2022) also identified areas upstream of local calls on tributaries to the Yampa River which will require augmentation supplies to be developed in the future. These watersheds are not included in this grant request.

Moffat County has identified three planning phases to provide augmentation water to the "Area A" Lower Yampa Augmentation Plan. This section describes the tasks necessary to complete each phase and the approximate start and end dates of each phase.

### Phase I - Develop the Augmentation Plan

Start Date: August 15, 2022

End Date: December 31, 2022

#### Task 1: Secure Augmentation Supplies

Moffat County is pursuing several options for augmentation supplies from Elkhead Reservoir including:

- Tri-State
- River District
- City of Craig

Moffat County must finalize an agreement with the augmentation water supplier before the augmentation plan is finalized. The deliverable for this task will be a fully executed contract between Moffat County and the selected augmentation supplier. Volumes of water secured in this contract will be based, in part, on the preliminary estimates in the Lower Yampa Augmentation Needs Study for the Plan A area. Moffat County expects to hire a Consultant Team that will include an engineer and an attorney. The Consultant Team will assist Moffat County with developing and negotiating a water supply contract.

#### Task 2: Standardize the Process to Determine Augmentation Depletions

As part of the Lower Yampa Augmentation Needs Study (2022), augmentation needs were estimated for parcels under 35 acres and for out-of-priority pond evaporation based on appropriate assumptions. In order to administer the augmentation plan, Moffat County will need to estimate depletions for individual applicants. The Consultant Team will develop a standardized application form for applicants to fill out that will allow Moffat County to calculate expected depletions for:

- Domestic consumptive use rates based on size of household and type of septic system

- Irrigation consumptive use for residential irrigation based on size of lawn/garden and type of sprinkler system
- Domestic livestock consumptive use
- Pond evaporation
- Typical commercial/industrial consumptive use rates
- Other user-specified depletions allowable under the plan

The Consultant Team will work with Moffat County to develop a process to evaluate applications and determine if the augmentation plan can cover the requested depletions. It is anticipated that the plan will be able to serve all future residential well requests and small volume requests for commercial/industrial development and pond evaporation. Large volume requests will be evaluated on a case-by-case basis. In addition, the Consultant Team will outline the depletion accounting that the users will provide summarizing their actual depletions and information used by Moffat County to estimate future depletions. Actual depletion accounting information will be incorporated directly into the augmentation plan accounting. The future depletion estimates will allow Moffat County to project future uses for the augmentation plan operations.

### Task 3: Augmentation Plan Accounting

The State Engineer's Office (SEO) has general requirements for augmentation plan accounting. Consultant Team will work with the Division 6 staff to ensure that the accounting form developed by the Consultant Team meets the SEO requirements. Moffat County has been committed to working closely with the SEO since the beginning of the *Needs Study* and will continue to do so. Coordination with Division 6 will allow the Consultant Team to address any concerns prior to filing the augmentation plan, thus reducing costs and time in Water Court. The Consultant Team will set up the accounting form so that it will be easy for Moffat County to fill out and maintain into the future. Augmentation plan accounting may include:

- Augmentation plan users
- Amount, timing, and location of depletions
- Amount, timing, and location of supplies
- Diversion coding of supplies
- Tracking of remaining supplies
- Monthly and/or annual summary forms for the SEO office

### Task 4: Contractual Obligations to Enter and Exit the Plan

The Consultant Team will assist with the development of procedures for users to contract for augmentation under the plan and exit from the plan when augmentation sources are no longer required. This procedure may include:

- Application and contract for entry into the augmentation plan
- Cost structure and/or marketing plan
- Public notification requirements
- Submission of required information to the State Engineer's Office
- Extent of augmentation plan responsibility for depletions after a user has exited the plan

The Consultant Team will coordinate closely with Moffat County's legal counsel on the development of these contractual documents, so that Moffat County understands its responsibilities and contractual requirements of the plan.

#### Task 5: Prepare Augmentation Plan Filing

The Consultant Team will use the information in the Lower Yampa Augmentation Needs Study (2022) and the previous tasks to prepare an Engineering Report and Proposed Decree for filing the Lower Yampa River augmentation plan in Water Court. It is anticipated that this task will focus on refinement of information, providing more detailed analyses of lagged depletions, and compiling necessary information into the required format. The prepared documents will be delivered to Moffat County for final review and approval. This task ends Phase 1.

#### Phase 2 – Apply for Augmentation Plan in Water Court and Request SWSP

Phase 2 is distinct from Phase 1 due to the inherent uncertainty regarding potential opposers, stipulations, and/or litigation in Water Court. Moffat County estimates that it will take two years from applying for an augmentation plan in Water Court to receive a final decree but acknowledges that the timeline could be longer.

Start Date: January 1, 2023

End Date: December 31, 2024 (depending on receiving a final decree).

#### Task 6: Apply in Water Court

The Consultant Team will file the necessary forms with Water Court to decree the augmentation plan. The Consultant Team will work closely with Moffat County to move through the Water Court process as quickly as possible. If necessary, the Consultant Team will coordinate with Moffat County on responding to any comments from the Division Engineer's Summary of Consultation. If necessary, the Consultant Team will work with Moffat County to develop a strategy to address comments from any Opposers to the case. Moffat County anticipates that any concerns raised by Opposers can be addressed through negotiations and settled via stipulation, thereby avoiding the need for a trial.

#### Task 7: Request a Substitute Water Supply Plan

At the same time as applying for an augmentation plan in Water Court, the Consultant Team will also request a Substitute Water Supply Plan (SWSP) through the SEO. The SWSP will duplicate the proposed augmentation plan. A SWSP can generally be approved by the SEO quickly and would allow residential development depending on groundwater supplies to resume in Moffat County. The SWSP is a "stop-gap" measure until the augmentation plan is decreed. The Consultant Team will work closely with the SEO to address any concerns in order to receive approval of the SWSP as fast as possible.

#### Phase 3 – Conduct Annual Operations and Maintenance of Augmentation Plan

Start Date: Depends on approval of the SWSP

End Date: N/A

#### Task 8: Administer the SWSP

Moffat County will serve as the fiscal agent of the SWSP. Moffat County will hold the contract for augmentation supplies from Elkhead Reservoir and will enter into contracts with users of the augmentation plan. It is anticipated that the Consultant Team will serve as the administrator of the plan

and be responsible for tracking depletions, ordering supplies from Elkhead Reservoir, and submitting accounting to the SEO.

#### Task 9: Administer the Augmentation Plan

Once the final decree for the augmentation plan has been received, Moffat County will stop using the SWSP and being operating the augmentation plan under the terms of the decree. Moffat County is exploring other grant opportunities to fund the annual plan administration costs in the future.



### Budget Worksheet

Date: July 15, 2022

Project Name: Lower Yampa River Augmentation Plan

Project Applicant : Moffat County Commissioners

#### Matching Funds

Funding Partner*	Cash	In-Kind	Total	Funds Committed (Y/N)
Moffat County	\$ 50,000.00	\$ 5,000.00	\$ 55,000.00	Y
Colorado Housing Finance Authority (CHFA)	\$ 30,000.00	\$ -	\$ 30,000.00	N
			\$ -	
			\$ -	
			\$ -	
<b>Total</b>	<b>\$ 80,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 85,000.00</b>	

\*Include applicant and additional partners

#### Project Budget

Task No.*	Task Name	Units**	# of Units	Cost Per Unit	CRD Funds	Cash Match	In-kind Match	Total
1	Phase 1-Write Umbrella Augmentaion Plan	1	1.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 2,500.00	\$ 52,500.00
2	Phase 2- Water Court Augmentation Plan	1	1.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 2,500.00	\$ 52,500.00
3	Phase 3- Water Contracts/Annual Reporting	1	1.00	\$ 30,000.00	\$ -	\$ 30,000.00		\$ 30,000.00
<b>Total Project Cost</b>					<b>\$50,000</b>	<b>\$80,000</b>	<b>\$5,000</b>	<b>\$135,000</b>

\*Add sub-tasks, as-needed

\*\*I.e. hours (HRS), cubic yards (CY), square feet (SQFT), lump sum (LS) etc.

CRD	\$50,000
Cash Match	\$80,000
In-Kind Match	\$5,000



July 26, 2022

Director, Community Funding Partnership  
Colorado River District  
201 Centennial St # 200,  
Glenwood Springs, CO 81601

Amy Moyer,

The Moffat County Commissioners are writing in support of the Lower Yampa Augmentation Plan grant application being submitted for funding through the River District's Community Funding Partnership grant program. An augmentation plan is the most practical solution for future development and growth on small acreage lots within Moffat County.

For over a year prior to the Yampa River being designated as Over Appropriated by the State Division of Water Resources, we have been planning for an augmentation option to allow water wells to be drilled on acreages subdivided after the designation occurred. The Augmentation Plan will make water available for:

- Domestic consumptive uses
- Irrigation consumptive use for residential irrigation based on size of lawn/garden and type of sprinkler system
- Domestic livestock consumptive use
- Pond evaporation
- Typical commercial/industrial consumptive use rates
- Other user-specified depletions allowable under the plan

If you have questions about our support of this grant, please contact any of the Moffat County Commissioners listed below.

Respectfully,

Donald Broom, Chair  
Commissioner District 3

Tony Bohrer  
Commissioner District 1

Melody Villard  
Commissioner District 2

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*Office of the County Commissioners*  
221 West Victory Way, Ste. 130  
Craig, CO 81625  
(970) 824-5517 Office  
(970) 824-9191 Facsimile  
Website: <https://moffatcounty.colorado.gov>

**Tony Bohrer**  
District 1

**Melody Villard**  
District 2

**Donald Broom**  
District 3