

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

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

**Tuesday, March 11, 2025**

8:30 am Pledge of Allegiance

Call to order by the Chairman / Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) March 11 (pgs 3-6)

**Resolutions:**

- b) 2025-33: Voided Warrants Resolution for March (pg 7)
- c) 2025-34: Approving Sale of County Hospital Property (pg 8-10)
- d) 2025-35: Payroll (pg 11)
- e) 2025-36: A/P (pg 12)
- f) 2025-37: P-cards (pg 13)

**Contracts & Reports:**

- g) Core Services Program Substance Abuse Treatment Services contract w/Drug Testing, Inc. (pgs 14-18)
- h) Memorial Regional Health settlement payment schedule (pgs 19 & 20)
- i) Core Services Program – Like Skills Treatment Services contract w/CASA (pgs 21-24)
- j) Ratify:
  - Joint letter to Patrick Davis requesting the suspension of his wolf ballot initiative (pgs 25-27)

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

**Public Comment/General Discussion:**

**Board of County Commissioners**

- 1) - MCTA By-Laws update (pgs 28-31)
- 2) - Select board member for Maybell Volunteer Fire Department Advisory Board (pgs 32-35)



9:39 AM3/25/2025

8:45 am

Public Hearing:

- 3) Finance Department - Heather Brumblow
  - March Budget Supplemental (Resolution 2025-29) (pgs 36-42)

Staff Reports:

- 4) Office of Emergency Management – Todd Wheeler
  - Request waiving bid process for purchase of Wildland Fire Radios (pg 43)
  - Request approval on contract for purchase of Wildland Fire Radios from First Responder Communications (pg 44 & 45)
- 5) ~~Clerk & Recorder's Office – Stacy Morgan~~
  - ~~Fort Orange Press settlement (pgs TBD)~~

Adjournment

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

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/z517fLOnQQs>

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*



9:39 AM3/25/2025

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

March 11, 2025

**In attendance:** Melody Villard, Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Kathy Kuehl; Lois Wymore; Jane Hume; Paul Gowdy; Ivan Martin; Johnathan Lambert; Dave Fleming; Todd Wheeler

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

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

Commissioner Bohrer was absent

Villard made a motion to approve the agenda as presented. Broom seconded the motion. Motion carried 2-0.

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) February 25

**Resolutions:**

- b) 2025-14: Amending Moffat County Planning & Zoning Regulations
- c) 2025-26: Voided Warrants Resolution for March
- d) 2025-27: Transfer of Intergovernment Funds for December 2024
- e) 2025-30: Voided Warrants Resolution for March
- f) 2025-31: A/P
- g) 2025-32: Payroll

**Contracts & Reports:**

- h) Treasurer's Report
- i) MCTA By-Laws update
- j) Rocky Mountain Rodeo contract for Fair Rodeo
- k) Ratify: Nottingham/CPW public hunting access easement proposal

Villard made a motion to approve the consent agenda items A-K; removing item I, which will be moved to the March 25 agenda. Broom seconded the motion. Motion carried 2-0.

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

**Public Comment/General Discussion:**

No Public Comment

Commissioner Villard highlighted March employee 10 + year anniversaries:

Mike Stoffle  
 Shad Curtis  
 Tim Alexander  
 David Siminoe  
 Marty Blevins  
 Katrina Willey  
 Matt Moore  
 Gloribee Ramos Cruz

### Staff Reports:

#### Office of Emergency Management – Todd Wheeler

- Resolution 2025-28: Rescinding Resolutions 2022-41 & 2024-82 & Retaining Resolution 2024-122 Pertaining to Ambulance and Emergency Medical Services Operating within Moffat County (see attached)

Wheeler explained that due to changes at the state level for emergency responders and ambulance licensing, this resolution combines items pertaining to Ambulance and Emergency Medical Services Operating within Moffat County into one resolution and just makes it cleaner from an administrative standpoint.

Broom moved to approve Resolution 2025-28: Rescinding Resolutions 2022-41 & 2024-82 & Retaining Resolution 2024-122 Pertaining to Ambulance and Emergency Medical Services Operating within Moffat County. Villard seconded the motion. Motion carried 2-0.

#### Clerk & Recorder's Office – Stacy Morgan

- Fort Orange Press settlement – moved to March 25 agenda

8:45 am

### Public Hearing:

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

#### Planning & Zoning Department – Candace Miller

- Minor Subdivision Application - North Maybell Minor Subdivision /Gowdy - S-25-01 – Final (see attached)

Miller gave a brief background on this application. Paul Gowdy is subdividing his 23.32-acre parcel and wants to divide them into (4) 5.830 acre lots.

Villard called for public comment; there was none.

Back in regular session, Broom moved to give final approval for the North Maybell Minor Subdivision – S-25-01. Villard seconded the motion. Motion carried 2-0.

- Conditional Use for Exploration and Mining Support – Badger Hole, LLC – C-25-03 (see attached)

This application will be for associated facilities for mining support (4 campsites) and mining exploration on privately owned property.

Villard called for public comment

Lois Wymore asked if it had been disclosed what they were mining for? Miller responded that they are mining for gold and rare earth minerals.

There was no other public comment.

Back in regular session, Broom moved to approve the Conditional Use application for Exploration and Mining Support for Badger Hole, LLC – C-25-03. Villard seconded the motion. Motion carried 2-0.

- Exemption from Subdivision Regulations- Fleming – E-25-02 (see attached)

This application for Exemption from Subdivision Regulations is regarding a 35-acre parcel owned by Dave Fleming. He is requesting a 9.225-acre exemption for his son (who already has a residence on the parcel) to build a larger home on. There have been no other exemptions to this property and it falls under the one-time allowable property exemption.

There was no public comment.

Back in regular session, Broom moved to approve Exemption from Subdivision Regulations E-25-02. Villard seconded the motion. Motion carried 2-0.

- Conditional Use – Flores – C-25-02 (see attached)

The applicant, Robert Flores, would like to place three 30' x 42' cabins (for family and hunters) on his 47.88-acre parcel on Lowell Street in Maybell. The property owner has two free sewer taps available for use.

There was no public comment.

Back in regular session, Broom moved to approve Conditional Use application – C-25-02. Villard seconded the motion. Motion carried 2-0.

Meeting adjourned at 9:01 am

The next scheduled Board of County Commissioners meeting is Tuesday, March 25, 2025

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

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

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

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

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

RESOLUTION 2025-33  
 VOIDED WARRANTS RESOLUTION  
 FOR THE MONTH OF MARCH

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:

3.25.25

TO: WARRANT FUND 10-0000-2003 \$ 2,500.00 CR

VOID FUND	WARRANT #		VENDOR NAME		
GENERAL	17645	2.25.25	Lil Bit Greek CO LLC Reissued	\$ 2,500.00	DR

FROM: WARRANT FUND 10-0000-1001 \$ 2,500.00

Adopted this 25th day of March, 2025

\_\_\_\_\_  
 Chairman

STATE OF COLORADO        )  
                                       )ss.  
 COUNTY OF MOFFAT        )

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

WITNESS my hand and seal this 25th day of March, A.D. 2025

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

## RESOLUTION 2025 -34

### APPROVING SALE OR CONVEYANCE OF COUNTY HOSPITAL PROPERTY

**WHEREAS**, the Board of Commissioners of the County (“BOCC”) of Moffat, State of Colorado, is empowered to sell, convey, or exchange any real or personal property owned by the county and make such order respecting the same as may be deemed conducive to the interests of the inhabitants, and is also empowered to make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers, pursuant to C.R.S. § 30-11-101; and

**WHEREAS**, The Memorial Hospital, doing business as Memorial Regional Health, (“MRH”) is a county hospital as defined by Colorado Revised Statute § 25-3-301, *et. seq.* The public hospital board has exclusive control of the use and expenditure of all moneys collected to the credit of the hospital and of the purchase of sites, pursuant to C.R.S. § 25-3-304 (1); and

**WHEREAS**, real property acquired by MRH, in furtherance of its duties and powers, is required by law to be titled in Moffat County [C.R.S. § 25-3-304(1)]; and

**WHEREAS**, the Board of Trustees for MRH is a duly and regularly created, established, organized and existing public hospital board created by Moffat County, Colorado, pursuant to Title 25, Article 3, Part 3, C.R.S. (“Hospital Act”) and existing as such under and pursuant to the constitution and laws of the State of Colorado; and

**WHEREAS**, Community Clinics at Memorial Regional Health, a Colorado nonprofit corporation, ("Community Clinics") operates for charitable, religious, educational, and scientific purposes that include; acting for the benefit of, performing ancillary healthcare-related functions in support of, and carrying out the purposes of MRH;

**WHEREAS**, pursuant to Colorado law, MRH has no members, and the determination whether to enter into a lease or purchase agreement is subject to the review and approval of the Board of Trustees and;

**WHEREAS**, Moffat County, through its Board of County Commissioners, on May 28<sup>th</sup>, 2020, approved the lease and sale of the Premises by MRH to Community Clinics, and authorized Andy Daniels, Chief Executive Officer of MRH to act as a County Commissioner for purposes of entering into and executing a lease purchase agreement on behalf of the County; and

**WHEREAS**, Community Clinics entered into a lease purchase agreement with MRH on May 28<sup>th</sup>, 2020, to lease the Premises at a rental rate that will amortize the current market value of the Premises over a period of time sufficient for MRH to receive full fair market value for the Premises, whereupon at the expiration of said term MRH will convey the Premises to Community Clinics for the sum of One Dollar and Zero Cents (\$1.00), the market value of the Premises having been paid in full by Community Clinics to MRH;

**WHEREAS**, the Board of Commissioners of the County of Moffat has learned that Community Clinics desires to sell or convey real property at fair market value, as determined by a certified property appraiser. The Board finds it is in the best interests of the inhabitants of Moffat County for Community



Clinics to be authorized to sell or convey the following described property for current fair market value in furtherance of a plan to meet the needs of the hospital:

Legal description of property: [REDACTED]

**WHEREAS**, MRH acting through its Board of Trustees, has determined that the foregoing Property is no longer needed for any foreseeable hospital purpose; and

**WHEREAS**, the BOCC of Moffat County, Colorado, acting pursuant to C.R.S. § 30-11-101 and 102 and C.R.S. § 38-30-141, has full authority to make such orders regarding property titled in the county as the Board deems appropriate; and

**WHEREAS**, the Board of Trustees of MRH have requested the BOCC of Moffat County to authorize the conveyance of the Property on such terms as are acceptable to Community Clinics acting through its administrator, Kyle Miller, as President of Community Clinics, with authority from BOCC, can execute the property transfer via quit claim deed to Advocates – Crisis Trauma and Survivor Services (“ACTSS”) after Community Clinics has approved the donation of the property and relief from the Lease Purchase agreement so long as the terms of the conveyance do not involve pledging the public credit of Moffat County in violation of state law; and

**WHEREAS**, the Board of Trustees of MRH have requested Moffat County to designate Kyle Miller, as President of Community Clinics, a "Commissioner" to convey the Property all as provided by C.R.S. § 38-30-141; and

**WHEREAS**, Community Clinics acting through its Board of Trustees, has requested the approval of its President of Community Clinics, Kyle Miller, as the "Commissioner" to convey the Property and to execute on behalf of Moffat County all contracts, conveyances, closing instructions, settlement sheets and other reasonable and customary closing documents in furtherance thereof; and

**WHEREAS**, inasmuch as no county government revenues were utilized to acquire the Property, all proceeds of the conveyance of such Property shall be deposited to the account of Community Clinics at Memorial Regional Health, a Colorado nonprofit corporation.

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

1. [REDACTED], now titled in Moffat County, Colorado, is hereby authorized and approved, and this order of conveyance shall be entered of record among the proceedings of this Board, all as required by C.R.S. § 38-30-141.
2. Kyle Miller, President of Community Clinics, is appointed as the designated "Commissioner" of Moffat County, as that term is defined in C.R.S. § 38-30-141, to convey the Property and to execute contracts, conveyances, closing instructions, settlement sheets

and other reasonable and customary closing documents in furtherance of such conveyance.

3. Any proceeds of such conveyance shall be delivered to and deposited to the account of Community Clinics at Memorial Regional Health, a Colorado nonprofit corporation, Craig, Colorado.

ADOPTED this 25th day of March, 2025.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

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Melody Villard, Chair

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF MOFFAT )

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

Witness my hand and seal of said county this 25th\_ day of March, 2025.

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

RESOLUTION 2025-35  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 3/15/2025

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

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

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

**Pay Date 3/28/2025**

FROM FUND:			
General	0010.7000	\$287,310.08	cr
Road & Bridge	0020.7000	\$183,795.32	cr
Landfill	0070.7000	\$35,892.03	cr
Airport	0120.7000	\$415.20	cr
Library	0130.7001	\$12,835.69	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,593.72	cr
Mo Co Tourism	0320.7000	\$3,691.01	cr
PSC Jail	0072.7000	\$74,554.09	cr
Human Services	0030.7100	\$69,152.75	cr
Public Health	0065.7000	\$14,540.89	cr
SM I	0168.7000	\$4,919.15	cr
SM II	0169.7000	\$5,653.11	cr
TO FUND:			
Warrant	0100.1000	\$700,353.04	dr

Adopted this 25th day of March A.D. 2025

\_\_\_\_\_  
 Chairman

STATE OF COLORADO )  
 )ss.  
 COUNTY OF MOFFAT )

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

RESOLUTION 2025-36  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF MARCH 2025

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

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

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

FROM FUND:	Check Date:	3/25/2025		
General	110	<u>\$141,293.11</u>	CR	0010.7000
Road & Bridge	200	<u>\$70,480.64</u>	CR	0020.7000
Landfill	240	<u>\$19,085.79</u>	CR	0070.7000
Airport	260	<u>\$1,988.00</u>	CR	0120.7000
Emergency 911	270	<u>\$145.50</u>	CR	0350.7000
Capital Projects	510	<u>                    </u>	CR	0160.7000
Conservation Trust	211	<u>                    </u>	CR	0060.7000
Library	212	<u>\$2,925.30</u>	CR	0130.7001
Maybell Sanitation	610	<u>                    </u>	CR	0280.7000
Health & Welfare	720	<u>\$529,134.13</u>	CR	0080.7000
Senior Citizens	215	<u>\$643.45</u>	CR	0170.7000
Internal Service Fund	710	<u>                    </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>\$27.87</u>	CR	0320.7000
PSC - JAIL	210	<u>\$9,120.58</u>	CR	0072.7000
Human Sevices	220	<u>\$12,304.50</u>	CR	0030.7100
Public Health	250	<u>\$8,571.51</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$19,571.62</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>                    </u>	CR	0167.7000
Sunset Meadows II	920	<u>\$56,258.48</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>                    </u>	CR	0171.7000
ACET	275	<u>                    </u>	CR	0040.7000
Shadow Mountain LID	530	<u>\$26.00</u>	CR	0110.7000
MC Local Marketing District	231	<u>\$36,147.48</u>	CR	0050.7000
To Fund				
Warrant		<u>\$907,723.96</u>	DR	

Adopted this 25th day of March, 2025

\_\_\_\_\_  
Chairman

STATE OF COLORADO   )  
  ss.)  
COUNTY OF MOFFAT   )

RESOLUTION 2025-37  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF MARCH 2025

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

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

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

FROM FUND:	Check Date:	3/25/2025		
General	110	<u>\$20,565.07</u>	CR	0010.7000
Road & Bridge	200	<u>\$3,579.97</u>	CR	0020.7000
Landfill	240	<u>\$8.34</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$3,235.16</u>	CR	0350.7000
Capital Projects	510	<u>\$2,699.58</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$3,954.99</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$1,057.37</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$1,635.06</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$1,274.66</u>	CR	0320.7000
PSC - JAIL	210	<u>\$15,691.15</u>	CR	0072.7000
Human Sevices	220	<u>\$2,165.58</u>	CR	0030.7100
Public Health	250	<u>\$8,617.47</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$460.75</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$1,573.59</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$1,680.62</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$68,199.36</u>	DR	

Adopted this 25th day of March, 2025

\_\_\_\_\_  
Chairman

**Purchase of  
Service Contract  
Core Services Program  
Substance Abuse Treatment Services  
06/01/2025-06/30/2025**

1. THIS CONTRACT, made this 25<sup>th</sup> day of March, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Drug Testing Inc. at 26 South Stough Ave, Montrose, CO 81401, hereinafter called "Contractor."
2. This contract will be effective from March 1, 2025 until June 30, 2025, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Substance Abuse Treatment Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303, and, if appropriate, the State-approved County Core Services Plan.
4. County agrees to purchase and the contractor agrees to provide services to be billed at the following rates:
  - 8 Drug Urine Laboratory Test \$30/Each
  - 11 Drug Urine Laboratory Test \$35/Each
  - 6 panel Immediate Urine Results Test \$40/Each
  - 10 Panel Immediate Urine Results Test \$50/Each
  - 10 Panel + Fentanyl Immediate Urine Result Test \$55/Each
  - Immediate Results + Laboratory Confirmation \$40/Each
  - Saliva Laboratory Test \$30/Each
  - Alcohol Breath Test (Immediate) \$25/Each
  - 5 Panel Hair Test \$108/Each
  - 5 Drugs + Extended Opiates Hair Test \$124/Each
  - 13 Drug Hair Test \$179/Each
  - 5 Drug Environmental Exposure Hair Test \$179/Each
  - 13 Drug Environmental Exposure Hair Test \$295/Each

The amount to be expended pursuant to this Agreement shall not exceed FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$5,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. The parties agree that the Contractor's relationship with the county is that of 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 the County. The Contractor shall receive no additional reimbursement for expenses without prior approval from the 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 the County. Further, the 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.

6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:
  - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
  - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
  - c) To provide the Contractor with referral information, including name and address of family, social, medical, and educational information as appropriate to the referral.
  - d) To monitor the provision of contracted service.
  - e) To pay the Contractor after receipt of timely 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.
  
8. Contractor agrees:
  - a) Not to assign any provision of this Contract to a subcontractor.
  - b) Not to charge clients any fees related to services provided under this contract.
  - c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.
  - d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
  - e) To provide the service described herein at a cost not greater than that charged to other persons in the same community.
  - f) To submit a billing statement by the 5th working day of the month following provision of service. The Contractor acknowledges that billing statements must be received in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in non-payment.
  - g) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services and the County Department of Human/Social Services.
  - h) To provide County with reports on the provision of services as follows:
    - Within 6 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
    - At intervals of 1 month with the submission of the monthly bill, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.
    - Contractor will provide the County with a printed, comprehensive test result for each test that is billed for. The test result will provide a breakout of the substances tested for and results of the presence of each in the test sample was extraordinary in any way, i.e., temperature, color, amount, etc
  - i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
  - j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.
  - k) Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:



Workers' Compensation and Employer's Liability and Unemployment insurance in accordance with sections 8-40-101 and 8-70-101, et. seq., C.R.S., as amended;

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

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

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

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
10. All payments will be paid through the State's approved automated system, as appropriate.

\*Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

11. 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.

Moffat County Department of Human Services

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

\_\_\_\_\_  
Date

Moffat County Board of County Commissioners

\_\_\_\_\_  
Melody Villard, Chair

\_\_\_\_\_  
Date

Contractor

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

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

## SETTLEMENT PAYMENT SCHEDULE

---

This Settlement Payment Schedule (Schedule) is made and entered into by and between Moffat County (PLAN) and The Memorial Hospital dba Memorial Regional Health (MRH) MRH and PLAN may each be referred to below as a Party or collectively as the Parties.

### 1. Purpose

This Schedule is established pursuant to the **Settlement and Release Agreement** (Agreement) entered into by the Parties. It outlines the payment terms and conditions by which PLAN shall pay MRH the total settlement amount of **Two Million Five Hundred Thousand Dollars (\$2,500,000.00)**.

### 2. Payment Terms

PLAN agrees to make payments to MRH in four (4) equal installments, each in the amount of **Six Hundred Twenty-Five Thousand Dollars (\$625,000.00)**, according to the following schedule:

Payment No.	Payment Date	Payment Amount
1	April 8, 2025	\$625,000.00
2	June 10, 2025	\$625,000.00
3	September 9, 2025	\$625,000.00
4	December 9, 2025	\$625,000.00

### 3. Payment Method

Each payment shall be made by check to the designated account provided by MRH below.

### 4. Completion and Satisfaction

Upon PLAN's final payment on **December 9, 2025**, and confirmation of receipt by MRH, the **Settlement and Release Agreement** shall be deemed **fully executed and complete**, and all obligations of PLAN under the Agreement shall be satisfied in full.

### 5. Miscellaneous

- This Schedule is subject to the terms and conditions of the **Settlement and Release Agreement Dated January 28<sup>th</sup>, 2025**.

MRH and Moffat County (PLAN) have executed this Agreement as of the dates set forth below:

**MOFFAT COUNTY (PLAN)**

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

Melody Villard

Board of County Commissioners, Chair

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

**THE MEMORIAL HOSPITAL dba MEMORIAL REGIONAL HEALTH (MRH)**

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

Jennifer Riley, MHA, FACHE

Chief Executive Officer

Date: 3/20/25

MRH Designated Account:

Bank of the San Juans- MRH Operating Account ending in #0534

**PURCHASE OF  
SERVICE CONTRACT  
CORE SERVICES PROGRAM  
LIFE SKILLS TREATMENT SERVICES  
03/31/2025 - 05/31/2025**

1. THIS CONTRACT, made this 25<sup>th</sup> day of March, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and CASA at 147 N. Townsend Ave., Montrose, CO 81401, hereinafter called "Contractor."
2. This contract will be effective from March 31<sup>st</sup>, 2025 until May 31<sup>st</sup>, 2025, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Life Skills Treatment Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303, and, if appropriate, the State-approved County Core Services Plan.
4. County agrees to purchase and the contractor agrees to provide services to be billed at the following rates:
  - Family Time/Parent Coaching - \$45/Hour
  - Parenting in the 21<sup>st</sup> Century Parenting Class - \$52.50/Hour

The amount to be expended pursuant to this Agreement shall not exceed FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$5,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. The parties agree that the Contractor's relationship with the county is that of 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 the County. The Contractor shall receive no additional reimbursement for expenses without prior approval from the 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 the County. Further, the 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.

6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
  - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
  - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
  - c) To provide the Contractor with referral information, including name and address of family, social, medical, and educational information as appropriate to the referral.
  - d) To monitor the provision of contracted service.
  - e) To pay the Contractor after receipt of timely 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.
8. Contractor agrees:
  - a) Not to assign any provision of this Contract to a subcontractor.
  - b) Not to charge clients any fees related to services provided under this contract.
  - c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.
  - d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
  - e) To provide the service described herein at a cost not greater than that charged to other persons in the same community.
  - f) To submit a billing statement by the 5th working day of the month following provision of service. The Contractor acknowledges that billing statements must be received in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in

non-payment.

- g) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services and the County Department of Human/Social Services.
- h) To provide County with reports on the provision of services as follows:
  - Within 6 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - At intervals of 1 month with the submission of the monthly bill, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.
  - Contractor will provide the County with a printed, comprehensive test result for each test that is billed for. The test result will provide a breakout of the substances tested for and results of the presence of each in the test sample was extraordinary in any way, i.e., temperature, color, amount, etc.
- i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
- j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.
- k) Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment insurance in accordance with sections 8-40-101 and 8-70-101, et. seq., C.R.S., as amended;

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

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

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

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

10. All payments will be paid through the State's approved automated system, as appropriate.

\*Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

11. 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.

Moffat County Department of Human Services

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

\_\_\_\_\_  
Date

Moffat County Board of County Commissioners

\_\_\_\_\_  
Melody Villard, Chair

\_\_\_\_\_  
Date

Contractor

\_\_\_\_\_  
Contractor Signature, Title

\_\_\_\_\_  
Date

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



Dear Mr. Davis,

We, the undersigned organizations, represent a broad coalition of stakeholders, including ranchers, producers, conservationists, and community leaders who are deeply invested in the ongoing wolf management in Colorado. Like you, we share the underlying frustration with the administration's approach to implementing Proposition 114. We would like to see a pause in any additional reintroduction of new wolves into Colorado until adequate programs and resources are provided to landowners to manage wolf and livestock interactions more appropriately.

That said, we are concerned about the proposed ballot measure and respectfully request that you suspend your effort to place a measure on the ballot to end the reintroduction of gray wolves in 2026.

Unfortunately, the effort to end the gray wolf reintroduction was initiated without consulting the primary stakeholder groups and constituencies most affected by the wolf reintroduction. As a result, this approach is at odds with the strategy and policy outcomes that our coalition is working on.

Rather than pushing forward without the support of this coalition, which has significant credibility, influence and outreach across the state, we ask that you allow those of us directly impacted to work through the pathways already in front of us.

Additionally, we are concerned about the campaign's ability to secure the necessary resources to succeed on the ballot in 2026. While there are occasions when we deem it appropriate to push a social message for the sake of messaging, we believe there would likely be significant social and political consequences if this measure were to fail. Any failed effort could potentially impact subsequent policy efforts currently underway, both administratively and legislatively, as well as undermine recent public opinion support that the landowner community has received.

Rachel Gabel's March 10<sup>th</sup> article, *A Half-Baked Proposal to Stop Wolf Introduction*, already highlights the significant rift that exists on this issue. It doesn't bode well for a successful campaign when key stakeholders are not unified. In 1995-1996, the U.S. Fish and Wildlife Service released 35 wolves in central Idaho and 31 wolves in Yellowstone Park, which has resulted in over 2,000 wolves now on the landscape in the western United States. We are all in agreement that we need to be proactive and deliberate about the processes and strategies we employ. However, we maintain that any meaningful discussion about a potential end to the gray wolf reintroduction must include those who have been engaged in these efforts since the passage of Proposition 114.

All voices, rural communities, livestock producers and conservation groups must be involved in developing our shared goal of creating comprehensive programming and support for producers. This issue demands collaboration, careful planning and trust-building. As such, we welcome future participation from you in our ongoing discussion.

For the above reasons, we respectfully request that you suspend the current citizen initiative effort to end the gray wolf reintroduction. We remain open to discussions on how to move forward in a way that honors diverse perspectives while ensuring that any policy changes are led by and reflect the collective input of those directly impacted.

Sincerely,

John Swartout

Commissioner Mike Samson, Garfield County

Commissioner Perry Will, Garfield County

Commissioner Tom Jankovsky, Garfield County

Commissioner Randal F. George, Grand County

Commissioner Merrit S. Linke, Grand County

Commissioner Edward F. Raegner, Grand County

Commissioner JJ Fletcher, Mesa County

Commissioner Cody Davis, Mesa County

Commissioner Melody Villard, Moffat County

Commissioner Donald Broom, Moffat County

Commissioner Sue Hansen, Montrose County

Commissioner Sean Pond, Montrose County

Commissioner Scott Mijares, Montrose County

Commissioner Jennifer O'Hearon, Rio Blanco County

Commissioner Doug Overton, Rio Blanco County

Commissioner Callie Scritchfield, Rio Blanco County

Rio Blanco Wool Growers Association

Western Slope Wool Growers Association

Routt Moffat Wool Growers Association

Mesa County Wool Growers Association



**Grand County**

Colorado





MOFFAT COUNTY TOURISM ASSOCIATION  
BYLAWS (REVISED 1/2025)

I. ESTABLISHMENT

This organization is established pursuant to Moffat County Resolution dated February 21, 1989, and Senate Bill 23 (87-0325/1)

II. NAME

The name of this organization shall be the Moffat County Tourism Association, doing business as Visit Moffat County.

III. PURPOSE

The purpose of the Moffat County Tourism Association, herein after referred to as MCTA. is to administer tourism funds generated by revenues collected from a County Lodger's Tax pursuant to the provisions of Moffat County Resolution dated February 21, 1989, and CRS 30-11-107.5, as amended.

The Moffat County Tourism Association Board will ensure, on behalf of the Commissioners and the residents of Moffat County, that the utilization of the tourism fund adheres to applicable state and county directives.

IV. MEMBERSHIP

A. QUALIFICATIONS: MCTA members will be selected from the tourism industry using the following criteria:

1. Members must be currently employed or involved in a local tourism entity or event, per CRS 30-11-107.5.
2. At least two (2) members should be actively involved in tourism marketing and promotion.
3. Experience in sales and marketing of tourism is desired.
4. The MCTA Executive Director or designated board member shall act in a liaison capacity to local boards and organizations as directed by the MCTA Board.

- B. **NUMBER OF MEMBERS AND APPOINTMENT:** Application for MCTA membership is available to all qualified county residents who are involved in a local tourism entity. The MCTA Board shall consist of up to seven (7) members appointed by the Board of Commissioners of Moffat County. The Commissioners may also appoint up to two (2) alternates. The MCTA Chairman may designate an alternate as an active voting member at any regular board meeting when a board member or board members are absent.
- C. **TERM OF OFFICE:** Appointments to the MCTA Board shall be for three (3) years with no more than one-third of the board appointed in any one year.
- D. **REMOVAL FROM PANEL MEMBERSHIP:** Any MCTA Board member who fails to attend four (4) regularly scheduled meetings within a calendar year (January-December) may be removed from the MCTA Board membership upon review. MCTA Board vacancies shall be filled by the Moffat County Board of Commissioners pursuant to provisions established herein. Current MCTA Board members may reapply for appointment.
- E. **COMPENSATION:** All MCTA Board members shall serve without compensation and shall receive no fees or remuneration for their services, including mileage to attend regular MCTA Board meetings. They shall be entitled to be reimbursed for actual out-of-pocket expenditures incurred in connection with duly authorized travel and business for MCTA.
- F. **OFFICERS AND MEETINGS:** Annually, the MCTA Board will elect from their members a Chairperson and Co-Chairperson, a Secretary and a Treasurer who shall hold office for a period of one (1) year.

The Chairperson shall preside at all meetings. The Secretary shall take minutes of meetings and maintain the records of the MCTA Board. In the absence of the Board Chairperson, the Board Co-Chairperson shall preside. If neither is present the Secretary will preside. The Treasurer will be next in line to preside over the meetings if none of the other officers are present.

A quorum shall consist of a simple majority of the current members of the MCTA Board; the number of votes necessary to

transact business shall be a simple majority of those present, except a unanimous vote required for the designation of an advertising and marketing entity.

All meetings shall be open to the public pursuant to the Colorado Open Meetings Act.. Robert's Rules of Order shall prevail.

- G. CONFLICT OF INTEREST: All Board members will be asked to sign and abide by the Code of Conduct, Conflict(s) of interest policy, and *EX PARTE* Contact Policies document provided by the County Commissioners annually. Signed copies, with original signatures, will be delivered to the Moffat County Attorney's Office promptly.

V. FUNCTIONS AND DUTIES

- A. The Moffat County Tourism Association shall use all means available to gather and disseminate information on the tourist industry and attractions of Moffat County within the appropriations and expenditures, which is subject to the approval of the Board of County Commissioners. Any additional expenditure will also be subject to the approval of the Board of County Commissioners.
- B. The sole purpose of the Moffat County Tourism Association is to promote and market countywide tourism. The MCTA Board will review funding requests for Tourism Promotion Programs benefiting Moffat County and cause transfer of County Tourism Funds to fund those programs that MCTA approves. The MCTA Board will monitor and evaluate approved Tourism Promotion Programs.
- C. The MCTA Board will ensure that the integrity of the Tourism Fund is maintained at all times and be accountable to the County Commissioners for the expenditure of these funds collected through the Moffat County Lodging Tax resolution. A preliminary budget for the upcoming year shall be presented to the Moffat County Commissioners annually in July. A financial report, including the finalized upcoming year's budget and the current year's expenses, along with goals for the upcoming year, shall be presented to the Moffat County Commissioners by December 1st of each year.
- D. The MCTA Board can establish committees as needed to perform specific tasks such as Marketing, Projects, Strategic Planning, and others. All committees must be formed and given their charges and length of service at an MCTA meeting. Committees must bring

recommendations to the MCTA Board for approval unless the Board grants prior authorization.

VI. AMENDMENTS

The amending of these bylaws requires a two-thirds vote of the MCTA Board members. Notice of a pending amendment must be submitted to each MCTA Board member in writing at least one month prior to the voting on the proposed amendment.

Read and adopted this 25th day of March, 2025.

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Melody Villard  
Moffat County Commissioner

---

Maegan Veenstra  
Chairperson, Moffat County  
Tourism Association

**Erin Miller**

---

**From:**  
**Sent:** Wednesday, March 19, 2025 7:41 AM  
**To:** Erin Miller  
**Subject:** Maybell fire dept. board position

I Darryl Steele am a resident of Maybell and would like to serve on the advisory board for the Maybell fire department.



**Erin Miller**

---

**From:**  
**Sent:** Wednesday, March 19, 2025 8:15 PM  
**To:** Erin Miller  
**Subject:** Maybell fire company

Erin, I would like to be considered for spot on the board of directors for the new maybell fire department. My contact info: Todd Weber Thank you for the consideration. Sincerely Todd Weber

Sent from Yahoo Mail on Android

**Erin Miller**

---

**From:**  
**Sent:** Friday, March 21, 2025 2:47 PM  
**To:** Erin Miller  
**Subject:** Fire board

My name is Nathan Mock. I'm a resident of Maybell and I'm interested in serving on the Maybell fire board.

Thank you

Moffat County Board of Commissioners

Madam and Sirs,

Working on the transition from Department to Company, I discovered that I have inadvertently overlooked the renewal of my membership to the Maybell Volunteer Fire Board, which expired at the end of December 2024.

To bring the status back up to requirements, please consider this letter as a formal request to reinstate my position.

Best Regards,

Bill Baker

Maybell, Colorado

RESOLUTION NO. 2025 - 29

March 25, 2025

Supplemental Budget

**WHEREAS**, the Board of County Commissioners of the County of Moffat and State of Colorado have approved the 2025 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 2025 appropriations and budgets be supplemental as follows:

Account	Account Description	Debit	Credit
20500002-46009	TRAINING REIMBURSEMENT		\$525.00
20500002-53056	EMPLOYEE EDUCATION	\$525.00	
20500002-46009	TRAINING REIMBURSEMENT		\$1035.86
20500002-53056	EMPLOYEE EDUCATION	\$1035.86	
20500002-46001	INSURANCE REIMBURSEMENT		\$14647.80
20500002-60011	EQUIPMENT MISCELLANEOUS	\$14647.80	
20500002-46004	REIMBURSEMENT		\$1071.00
20500002-54078	UNIFORMS	\$1071.00	
31500003-46001	INSURANCE REIMBURSEMENT		\$9028.15
31500003-52037	REPAIRS EQUIP/MAINT	\$9028.15	
Account	Account Description	Debit	Credit
20500002-53049	USFS CONTRACT	\$198.14	
20500002-60014	EQUIPMENT VEHICLES	\$101591.00	
20500002-60011	EQUIPMENT MISCELLANEOUS	\$1194.55	
20500002-53056	EMPLOYEE EDUCATION	\$24576.00	
36036303-60013	EQUIPMENT TRACTOR TRUCKS	\$61628.00	
36036303-60014	EQUIPMENT VEHICLES	\$130000.00	
40000004-54037	MISC EQUIPMENT	\$8470.89	
40500004-54037	MISC EQUIPMENT	\$19894.93	
51500005-52032	PARK	\$111342.66	
51500005-52047	WOMEN'S CLUB	\$21069.14	
52100005-54045	OPERATING SUPPLIES	\$145475.00	
Account	Account Description	Debit	Credit
430SAMH4-43036	FEDERAL STATE SUBSTANCE ABUSE	\$196350.00	
430SAMH4-50025	FULL TIME SHARED WAGES		\$40887.52
430SAMH4-50035	PART TIME SHARED WAGES		\$29000.01
430SAMH4-50050	CONTRACT LABOR		\$10000.00

430SAMH4-50060	FRINGE BENEFITS		\$20398.79
430SAMH4-50080	RETIREMENT		\$2239.54
430SAMH4-51018	OTHER PROFESSIONAL SERVICES		\$49200.00
430SAMH4-53002	ADVERTISING/LEGAL NOTICES		\$1000.00
430SAMH4-53005	COMPUTER EXPENSE/SERVICES		\$10000.00
430SAMH4-53009	DUES & MEETINGS		\$6000.00
430SAMH4-53042	TELEPHONE		\$1524.00
430SAMH4-53046	TRAVEL		\$9818.10
430SAMH4-54038	MISCELLANEOUS		\$500.00
430SAMH4-54042	OFFICE SUPPLIES		\$6500.00
430SAMH4-54045	OPERATING SUPPLIES		\$2000.00
52100005-45008	DONATIONS	\$6000.00	
<b>Account</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>
10000001-60014	EQUIPMENT VEHICLES		\$45000.00
10000001-52054	LEASED PAYMENTS	\$45000.00	
20500002-60014	EQUIPMENT VEHICLES		\$134000.00
20500002-52054	LEASED PAYMENTS	\$134000.00	
23500002-60014	EQUIPMENT VEHICLES		\$15800.00
23500002-52054	LEASED PAYMENTS	\$15800.00	
42570004-60014	EQUIPMENT VEHICLES LEASE		\$14000.00
42570004-52054	LEASED PAYMENTS	\$14000.00	
52100005-54045	OPERATING SUPPLIES		\$109447.00
52100005-50054	JUDGES	\$6000.00	
52100005-54005	AWARDS & RIBBONS	\$5000.00	
52100005-53002	ADVERTISING/LEGAL NOTICES	\$5500.00	
52100005-54025	FAIR QUEEN EXPENSE	\$2212.00	
52100005-53058	PRINTING	\$500.00	
52100005-54015	COPIES	\$500.00	
52100005-54044	OPEN HORSE SHOW	\$3235.00	
52100005-51026	ENTERTAINMENT	\$75000.00	
52100005-54038	MISCELLANEOUS	\$5000.00	
52100005-54024	FAIR BOOK	\$2000.00	
52100005-53032	SECURITY	\$4500.00	
50000005-51015	LEGAL SERVICES		\$50000.00
10000001-55039	AUGMENTATION EXPENDITURES	\$50000.00	
32000003-54030	GAS & OIL		\$6396.00

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

STATE OF COLORADO)

) ss

COUNTY OF MOFFAT )

I, Erin Miller, Deputy 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 March 25, 2025.

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

**Justifications  
March 2025 Supplemental  
Resolution 2025 - 29**

**COMMISSIONERS (100)**

1. The Commissioners office requests to transfer \$45,000.00 from equipment vehicles to leased payments per auditor's request.  
**No Change in Contingency**

**SHERIFF (205)**

1. The Sheriff's Office requests to rollover \$198.14 of US Forestry Service funds to be utilized towards USFS expenses.  
**No Change in Contingency**
2. The Sheriff's Office requests to rollover \$102,785.55 from equipment miscellaneous to be utilized towards outfitting of 3 new patrol vehicles.  
**No Change in Contingency**
3. The Sheriff's Office requests to rollover \$24,576.00 of Employee education to be utilized towards Employee Education expenses.  
**No Change in Contingency**
4. The Sheriff's Office requests an unexpected revenue of \$1,560.86 from a training reimbursement to be utilized towards employee education.  
**No Change in Contingency**
5. The Sheriff's office requests to transfer \$134,000.00 from equipment vehicles to leased payments per auditor's request.  
**No Change in Contingency**
6. The Sheriff's Office requests an unexpected revenue of \$14,647.80 from insurance reimbursement to equipment Miscellaneous to be utilized towards repairs.  
**No Change in Contingency**
7. The Sheriff's Office requests an unexpected revenue of \$1,071.00 from the Town of Hayden to be utilized towards reimbursement of a deputy's vest purchase.  
**No Change in Contingency**

**JAIL (235)**

1. The Jail requests to transfer \$15,800.00 from equipment vehicles to leased payments per auditor's request.

### **CEMETERY (315)**

1. The Cemetery department would like to request an unexpected revenue of \$9,028.15 from an insurance reimbursement to be utilized towards the expenses of the repairs.  
**No Change in Contingency**

### **Parks and Recreation (320)**

1. The Parks and Recreation department requests to transfer \$6,396.00 from gas and oil to miscellaneous equipment for equipment needed at Loudy Simpson.  
**No Change in Contingency**

### **ROAD & BRIDGE (360)**

1. The Road & Bridge department requests to rollover \$191,628.00 from equipment tractor truck and equipment vehicles to be utilized towards an equipment purchased in 2024 but not received until 2025.

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

1. The Maybell Ambulance requests to roll over \$8,470.89 from previous years unspent funds to Miscellaneous Equipment to be utilized for future equipment expense.  
**No Change in Contingency**

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

1. The Maybell Fire department requests to roll over \$19,894.93 from previous years unspent funds to Miscellaneous Equipment to be utilized for future equipment expense.  
**No Change in Contingency**

### **HUMAN SERVICES (425)**

1. The Human Services office requests to transfer \$14,000.00 from equipment vehicles to leased payments per auditor's request.

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

1. The Public Health department requests a downward supplemental of \$196,350.00 due to withdrawing from the SAMHA contract.



**NATURAL RESOURCES (500)**

1. The Natural Resources department would like to request a transfer of \$50,000.00 from legal to Augmentation expenditures.

**MAYBELL PARK (515)**

1. The Maybell Park department requests to roll over \$111,342.66 from previous years unspent funds to Miscellaneous Equipment to be utilized for future equipment expense.

**No Change in Contingency**

2. The Maybell Women’s Club requests to roll over \$21,069.14 from previous years unspent funds to Miscellaneous Equipment to be utilized for future equipment expense.

**No Change in Contingency**

**MOFFAT COUNTY FAIR (521)**

1. The Moffat County Fair requests to rollover \$145,475.00 from Operating Supplies to be transferred to following accounts for the County Fair:

<u>Judges</u>	<u>\$6,000.00</u>
<u>Awards</u>	<u>\$5,000.00</u>
<u>Advertising/Legal Notices</u>	<u>\$5,500.00</u>
<u>Queens</u>	<u>\$2,212.00</u>
<u>Printing</u>	<u>\$500.00</u>
<u>Copies</u>	<u>\$500.00</u>
<u>Open Horse Show</u>	<u>\$3,235.00</u>
<u>Entertainment</u>	<u>\$75,000.00</u>
<u>Miscellaneous</u>	<u>\$5,000.00</u>
<u>Operating Supplies</u>	<u>\$36,028.00</u>
<u>Fair Book</u>	<u>\$2,000.00</u>
<u>Security</u>	<u>\$4,500.00</u>

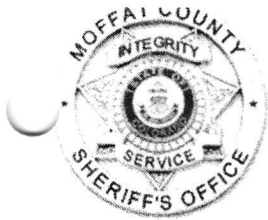
2. The Moffat County Fair requests a downward supplemental of \$6,000.00 as all of the donations collected will be recognized with an unexpected revenue supplemental.

<b>Budget supplemental requests by category:</b>	
<b>Unexpected Revenue</b>	<b>\$ 26,307.81</b>
<b>Transfers</b>	<b>\$ 374,643.00</b>
<b>Increase Spending Authority</b>	<b>\$ 0.00</b>
<b>Rollovers</b>	<b>\$ 625,440.31</b>
<b>Downward Supplemental</b>	<b>\$ 202,350.00</b>
<b>Total Adjustments</b>	<b>\$ 1,228,741.12</b>

<b>Contingency Account History</b>	
<b>Balance as of January 1, 2025</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 March 26, 2025</b>	<b>\$ 625,000.00</b>

<b>Emergency Reserve Account History*</b>	
<b>Balance as of January 1, 2025</b>	<b>\$ 1,380,130.00</b>
<b>Balance as of March 26, 2025</b>	<b>\$ 1,380,130.00</b>

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



## Moffat County Sheriff's Office

800 West 1<sup>st</sup> Street, Ste. 100  
Craig, Colorado 81625  
(970) 824.4495 Phone  
(970) 824.9780 Fax

SHERIFF KEVIN (KC) HUME

March 18, 2025

Commissioners,

Moffat County Office of Emergency Management is requesting the bid process be waived for the purchase of 8 BKR 9000 Dual Band VHF/800mhz radios with accessories. The purchase was approved in the 2025 County budget but exceeds the maximum purchase amount.

The radios will be used by Moffat County Sheriff's Office Fire/Emergency Management to assist the Moffat County Sheriff's Office in communications with local, state and federal resources in the control and suppression of wildland fires within Moffat County.

Respectfully submitted.

Todd Wheeler

Moffat County Sheriff's Office

Office of Emergency Management.

Cygnus Group LLC  
 dba First Responder Communications  
 8262 West Portland Avenue  
 Littleton, CO 80128-4495  
 Phone: (303) 972-4902

Date	3/18/2025
QUOTE #	MCSO031825A
TERMS	Net 20 Days
FOB	Destination

Customer	Ship To
Moffat County Sheriff's Office Attn: Accounts Payable 800 W 1st St #100 Craig, CO 81625-2804	Moffat County Sheriff's Office Attn: Todd Wheeler 800 W 1st St #100 Craig, CO 81625

Qty	Item	Description	Rate	Total
		BK pricing per the State of Colorado/NASPO price agreement #173255		
		ORDERING APPROVAL MUST BE RECEIVED BY 3/30/25. Manufacturer's pricing will increase 5% on 4/1/25		
8	BKR9000-T3.5BS	BK BKR9000 Portable Handheld Radio. Tier 3.5, All-Band Capable Hardware, 5000 Ch, Front and Top Display, Full Keypad, Black Housing, Channel Stop, Includes Belt Clip, one Base Frequency, Wi-Fi, Bluetooth, GPS, DES, ADP, IP64. Five year warranty.	2,415.00	19,320.00
8	BKR-BF8	BK BKR9000 Option - no charge, base frequency 762-870MHz, 5000 CH, 3W.	0.00	0.00
8	BKR-VHF	BK BKR9000 Option, Freq VHF 136-174 MHz, 5000 Ch, 6W, Requires dual-band or all-band antenna.	697.90	5,583.20
8	BKR0892-180	BK BKR900 Antenna, Dual Band, 136-174MHz, 769-860 MHz, SMA.	62.30	498.40
8	BKR0813	BK BKR5000 High Gain Antenna, Portable, VHF, 136-174 MHz, 1/4wave, whip 20", Orange.	69.00	552.00
16	BKR0102	BK SURPASS™ Battery Pack, IP68, Li-Ion 4900 mAh, BKR 9000.	191.10	3,057.60

Thank you for your business! PLEASE NOTE: Any equipment ordered will be billed upon shipment and is due and payable within the terms quoted above. Installation/labor charges are estimates only and may change based upon actual job conditions and additional parts may be required. No equipment will be accepted for return after 30 days from original invoice date and only if received in original factory packaging. A 15% restocking fee may be assessed. NOTE: Special order/custom items are not returnable.

<b>Subtotal</b>
<b>Sales Tax (0.0%)</b>
<b>Total</b>

Cygnus Group LLC

dba First Responder Communications  
 8262 West Portland Avenue  
 Littleton, CO 80128-4495  
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Qty	Item	Description	Rate	Total
10	BKR0122	BK BKR9000 SURPASS AA clamshell battery holder, orange.	105.95	1,059.50
8	BKR0204	BK BKR5000/9000 Speaker Microphone w/3.5mm, IP68, volume toggle switch, emergency button, heavy-duty. Black.	284.90	2,279.20
8	BKR0303-2	BK BKR SURPASS™ Charger. Desk Top, 2-Bay.	191.80	1,534.40
1	SHIP1	Shipping/Handling	340.00	340.00

Thank you for your business! PLEASE NOTE: Any equipment ordered will be billed upon shipment and is due and payable within the terms quoted above. Installation/labor charges are estimates only and may change based upon actual job conditions and additional parts may be required. No equipment will be accepted for return after 30 days from original invoice date and only if received in original factory packaging. A 15% restocking fee may be assessed. NOTE: Special order/custom items are not returnable.	<b>Subtotal</b>	\$34,224.30
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$34,224.30