

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, November 25, 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) November 12<sup>th</sup> (pgs 3-5)

**Resolutions:**

- b) 2025-111: Payroll (pg 6)
- c) 2025-112: Amend Resolution 2025-82 – Observed Employee Holidays for 2026 (pg 7)
- d) 2025-113: A/P (pg 8)
- e) 2025-114: P-Cards (pg 9)
- f) 2025-115: Authorization for Participation in the Rural Jump-Start Program (pg 10)

**Contracts & Reports:**

- g) Department of Human Services Mental Health Services contract(s):

- F. Beacom (pgs 11-15)
- N. Gavic (pgs 16-19)
- L. Nolte (pgs 20-23)

- h) Contract Amendment #1 w/ Hines – Loudy-Simpson Park Pump Station Replacement (pgs 24-32)

- i) Ratify:

- CO Dept of Human Services/Department of Human Services Certificate of Compliance - County Personnel & Merit System (pg 33)
- Letter of Support: Northwest CO Trails Corp grant application (pg 34)
- Wolf letter to Washington State Fish & Wildlife Commission (pgs 35-37)

**Public Comment/General Discussion:**

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

**Staff Report:**

Airport – Candace Miller

- Present Airport Ground Lease agreement (pgs 38-47)



10:52 AM 11/25/2025

## Adjournment

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

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/B2fJHrikG4Q?feature=share>

OR

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

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

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



10:52 AM 11/25/2025

Moffat County Board of County Commissioners  
1198 W Victory Way Ste 104 Craig, CO 81625

November 12, 2025

**In attendance:** Melody Villard, Chair; Melody Villard, Tony Bohrer, Board Member; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Tracy Winder; Carol Haskins; Max Salazar; Heidi Rogers

Call to Order  
Pledge of Allegiance

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

Commissioner Broom was absent

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

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) October 28; November 3 – Special Meeting

**Resolutions:**

- b) 2025-98: Resolution Corrections
- c) 2025-105: Transfer of Intergovernment Funds for the month of October
- d) 2025-106: Payroll
- e) 2025-107: Voided Warrants Resolution for November
- f) 2025-108: Special Payroll
- g) 2025-109: A/P

**Contracts & Reports:**

- h) Treasurer's Report
- i) Retainage release to Stripe-a-Lot for 2025 pavement striping
- j) Professional Services Agreement – Schneider Geospatial, LLC
- k) Land Manager approval for Megawatt Moto Complex Maintenance
- l) Resolution 2025-110: Moffat County Road & Bridge Supervisor Take-Home Vehicle Policy
- m) Ratify:
  - Letter of Support: City of Craig Rail Station Area Plan grant application

Villard made a motion to approve the consent agenda items A-M. Bohrer 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:**

There was no public comment or general discussion

**8:45 am - Public Hearing:****2) Planning & Zoning – Candace Miller**

- S-25-04: JJ Scott Minor Subdivision –Final (see attached)
- E-25-04: KAMA Investments Exemption (see attached)

Villard read the Public Hearing protocol.

Miller presented:

- S-25-04: This is a 32.35-acre parcel - It will be divided into (4) lots: Lot 1- 5.079. Lot 2- 5.01 acres, lot 3- 5.010 acres and lot 4- 19.435 acres. Lots 1-3 have access via CR 7 and lot 4 has an easement through lot 1. There is an existing residence on lot 1. The Prestangens intend on giving one of the lots to their son and have no immediate intent on selling the remaining 2 parcels. These parcels have access to city water so no well permits are expected. It was brought to the attention of the Planning Office that a deeded easement was not reflected on the minor subdivision plat. The Planning Commission voted 3-0 to recommend approval of the minor subdivision once the easement is reflected on the plat. There was some discussion from Commissioner Bohrer about the acreage numbers in the documents. Miller speculated that the discrepancy could be due to the small amount of acreage that had to be purchased from the neighbor to the south to clean up the property lines. Miller stated that she would reach out to the surveyor and clarify the numbers before the survey plat was printed.

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

Back in regular session, Bohrer moved to approve S-25-04 – JJ Scott Minor Subdivision – Final, with clarification from the surveyor. Villard seconded the motion. Motion carried 2-0.

- E-25-04: This was originally a 67.148-acre parcel and 18 acres will be exempted off as part of the division of the property. There are no previous exemptions on this parcel. Parcel A will become 18 acres and Parcel B will become 49.148 acres. Both parcels have access off CR 17. The Planning & Zoning Commission voted 3-0 to recommend approval of exemption application.

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

Back in regular session, Bohrer moved to approve E-25-04 – KAMA Investments Exemption. Villard seconded the motion. Motion carried 2-0.

Meeting adjourned at 9:02 am

The next scheduled BOCC meeting is Tuesday, November 25, 2025

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

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

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

RESOLUTION 2025-111  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 11/8/2025

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 11/21/2025**

FROM FUND:

General	0010.7000	\$285,869.29	cr
Road & Bridge	0020.7000	\$180,505.03	cr
Landfill	0070.7000	\$16,559.02	cr
Airport	0120.7000	\$427.72	cr
Library	0130.7001	\$13,125.88	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,489.55	cr
Mo Co Tourism	0320.7000	\$3,691.01	cr
PSC Jail	0072.7000	\$88,358.01	cr
Human Services	0030.7100	\$77,590.64	cr
Public Health	0065.7000	\$14,944.34	cr
SM I	0168.7000	\$5,278.03	cr
SM II	0169.7000	\$6,578.76	cr

TO FUND:

Warrant	0100.1000	\$700,417.28	dr
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Adopted this 25th day of November, 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 2025-112**  
**Amending Resolution 2025-82; Observed Employee Holidays for 2026**

**WHEREAS**, the Board of County Commissioners met at a regular meeting on 9<sup>th</sup> of September, 2025 and adopted Resolution 2025-82 entitled Observed Employee Holidays for 2026; and

**WHEREAS**, the Board of County Commissioners has reviewed Resolution 2025-82 and has concluded amendment is necessary; and

**NOW THEREFORE BE IT RESOLVED**, by motion, the Board of County Commissioners agreed to approve the following amended Observed Holidays for the year 2026:

Thursday, January 1	New Year's Day
Friday, January 2	Juneteenth (observed)
Monday, February 16	President's Day
Monday, May 25	Memorial Day
Friday, July 3	Independence Day
Monday, September 7	Labor Day
Wednesday, November 25	Veteran's Day (observed)
Thursday, November 26	Thanksgiving
Friday, November 27	MLK Day (observed)
Thursday, December 24	Christmas Eve (Columbus Day observed)
Friday, December 25	Christmas Day

**ADOPTED** this 25th day of November, 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 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 25th day of November, 2025.

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

RESOLUTION 2025-113  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF NOVEMBER 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:	11/25/2025		
General	110	<u>\$170,808.64</u>	CR	0010.7000
Road & Bridge	200	<u>\$78,703.15</u>	CR	0020.7000
Landfill	240	<u>\$710.83</u>	CR	0070.7000
Airport	260	<u>\$3,442.90</u>	CR	0120.7000
Emergency 911	270	<u>\$149.76</u>	CR	0350.7000
Capital Projects	510	<u>\$56,285.50</u>	CR	0160.7000
Conservation Trust	211	<u>                    </u>	CR	0060.7000
Library	212	<u>\$6,587.51</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$1,538.40</u>	CR	0280.7000
Health & Welfare	720	<u>\$167,363.41</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,356.49</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>\$33.29</u>	CR	0320.7000
PSC - JAIL	210	<u>\$47,275.56</u>	CR	0072.7000
Human Sevices	220	<u>\$9,607.42</u>	CR	0030.7100
Public Health	250	<u>\$4,492.72</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$11,607.33</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>                    </u>	CR	0167.7000
Sunset Meadows II	920	<u>\$17,944.32</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>                    </u>	CR	0171.7000
ACET	275	<u>\$750.00</u>	CR	0040.7000
Shadow Mountain LID	530	<u>                    </u>	CR	0110.7000
MC Local Marketing District	231	<u>\$30,000.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$608,657.23</u>	DR	

Adopted this 25th day of November, 2025

\_\_\_\_\_  
Chairman



RESOLUTION 2025-114  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF NOVEMBER 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:	11/25/2025		
General	110	<u>\$28,734.05</u>	CR	0010.7000
Road & Bridge	200	<u>\$4,067.70</u>	CR	0020.7000
Landfill	240	<u>\$497.55</u>	CR	0070.7000
Airport	260	<u>\$172.42</u>	CR	0120.7000
Emergency 911	270	<u>\$334.70</u>	CR	0350.7000
Capital Projects	510	<u>\$1,561.96</u>	CR	0160.7000
Conservation Trust	211	_____	CR	0060.7000
Library	212	<u>\$1,065.81</u>	CR	0130.7001
Maybell Sanitation	610	_____	CR	0280.7000
Health & Welfare	720	_____	CR	0080.7000
Senior Citizens	215	<u>\$3,096.29</u>	CR	0170.7000
Internal Service Fund	710	_____	CR	0325.7000
Lease Purchase Fund	410	_____	CR	0175.7000
NCT Telecom	520	<u>\$762.42</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,982.13</u>	CR	0320.7000
PSC - JAIL	210	<u>\$9,139.38</u>	CR	0072.7000
Human Sevices	220	<u>\$1,526.42</u>	CR	0030.7100
Public Health	250	<u>\$8,045.60</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$333.94</u>	CR	0168.7000
Sunset Meadows I Security	910	_____	CR	0167.7000
Sunset Meadows II	920	<u>\$333.94</u>	CR	0169.7000
Sunset Meadows II Security	920	_____	CR	0171.7000
Museum	229	_____	CR	0310.7000
ACET	275	<u>\$937.86</u>	CR	0040.7000
Shadow Mountain LID	530	_____	CR	0110.7000
MC Local Marketing District	231	_____	CR	0050.7000
To Fund				
Warrant		<u>\$63,592.17</u>	DR	

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
Chairman



# RESOLUTION 2025 -115

## AUTHORIZATION FOR PARTICIPATION IN THE RURAL JUMP-START PROGRAM

**WHEREAS**, the Board of County Commissioners of the County of Moffat recognizes that it would be beneficial to increase economic development in the county; and,

**WHEREAS**, the State of Colorado has enacted the Rural Jump-Start Zone Program (C.R.S. § 39-30.5-106) for the express purpose of encouraging economic development in the rural areas of Colorado; and,

**WHEREAS**, the Board of County Commissioners of Moffat County has determined that it is in the best interests of the county to participate in the Rural Jump-Start program,

**NOW, THEREFORE BE IT RESOLVED**, the Moffat County Board of County Commissioners authorizes the county to participate in the Rural Jump-Start program; and,

**BE IT FURTHER RESOLVED**, in the course of this participation, Moffat County does hereby agree to provide incentive payments, exemptions, or refunds, as appropriate, for 100% of the county business personal property tax imposed on all new businesses that are approved by the Colorado Economic Development Commission to participate in the Rural Jump-Start program, for as long as the Colorado Economic Development Commission designates these new businesses as approved for the Rural Jump-Start program, understanding that such tax relief is limited by statute to eight years for each new business.

PASSED and APPROVED this 25th day of November, 2025.

### MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Tony Bohrer, Commissioner

\_\_\_\_\_  
Donald Broom, Commissioner

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 in regular session on the date stated.

Witness, my hand and seal of said County this 25th day of November, 2025.

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

**PURCHASE OF SERVICE CONTRACT**  
**Core Services Program**  
**MENTAL HEALTH TREATMENT SERVICES**  
**10/01/2025 - 06/30/2026**

1. THIS CONTRACT, made this 25th day of November, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Franny Beacom at 349 W Jefferson Ave, Hayden, Colorado 81639, hereinafter called "Contractor."
2. This contract will be effective from October 1, 2025 until June 30, 2026, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Mental Health 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:

- Individual MH/SUD Adult (55min) - \$170
- Individual MH Child/Adolescent (45min) - \$140
- Individual MH Child/Adolescent (55min) - \$170
- Group Therapy (minimum 4 participants) - \$45/participant/hour
- Family Therapy - \$185
- MH Intake Diagnostic Evaluation (90min) - \$225
- SUD Intake Diagnostic Evaluation (90min) - \$225
- MH/SUD (Co-occurring) Diagnostic Evaluation (90+ min) - \$250
- Child/Adolescent Intake Diagnostic Evaluation (60+ min) - 190
- Legal Documentation - \$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, the County Department of Human/Social Services, the laws of the United States, and the State of Colorado.
  - 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.
  - 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

Frances Beacom, Contractor  
Frances Beacom LPC, LAC

November 17, 2025

Contractor Signature, Title

Date

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

Subscribed and affirmed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by

\_\_\_\_\_.

Witness my hand and seal.

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

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

**PURCHASE OF SERVICE CONTRACT**  
**Core Services Program**  
**MENTAL HEALTH TREATMENT SERVICES**  
**11/01/2025 - 06/30/2026**

1. THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Natalie Gavic at 405 S Lincoln Avenue, Suite B206, Steamboat Springs, Colorado 80487, hereinafter called "Contractor."
2. This contract will be effective from November 1, 2025 until June 30, 2026, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Mental Health 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:
  - Individual Therapy - \$150
  - Family Therapy - \$165

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, the County Department of Human/Social Services, the laws of the United States, and the State of Colorado.
- 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.
- 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  
Mattach LMFT

Nov. 19.25

Contractor Signature, Title

Date

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

Subscribed and affirmed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by

\_\_\_\_\_  
 Witness my hand and seal.

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

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

**PURCHASE OF SERVICE CONTRACT**  
**Core Services Program**  
**MENTAL HEALTH TREATMENT SERVICES**  
**11/01/2025 - 06/30/2026**

1. THIS CONTRACT, made this 25th day of November, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Linda J Nolte, Ph.D. at P.O. Box 772162 Steamboat Springs, CO 80477, hereinafter called "Contractor."
2. This contract will be effective from November 1, 2025 until June 30, 2026, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Mental Health 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:
  - Psychological Evaluations - \$85/hour
  - Psychoeducational Evaluations - \$85/hour
  - Violent Risk Assessment - \$85/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, the County Department of Human/Social Services, the laws of the United States, and the State of Colorado.
- 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.
- 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

*Linda J. McEe, Ph.D., Psychologist*      *11/17/25*  
 \_\_\_\_\_

Contractor Signature, Title

Date

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

Subscribed and affirmed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by

\_\_\_\_\_

Witness my hand and seal.

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

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

## CONTRACT AMENDMENT NUMBER 1

THIS CONTRACT AMENDMENT NUMBER 1 (“Amendment”) is entered into by and between the Board of County Commissioners of Moffat County (“BOCC”) and Hines, Inc. (“Consultant”), whose address is 1640 Riverside Ave , Suite 200, Fort Collins, CO 80524 whose telephone number is 970-280-1800.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Effective Date of this Amendment.** The effective date of this Amendment is upon approval of the BOCC.

**2. Identification of Original Agreement.** BOCC and Contractor entered into a written Agreement dated September 15th 2025 (the “Agreement”), entitled “Agreement”, concerning the following subject matter: design the irrigation system at Loudy Simpson Park, 600 S Ranney St, CO 81625. **That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous Amendments referencing said Agreement.**

**3. Amendments.** BOCC and Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

- County wishes to extend the Contract of Services agreement to provide Infrastructure Engineering for Loudy Simpson Ball Park Pump Station Replacement
- Add Exhibit B- Quote to provide Infrastructure Engineering for Loudy Simpson Ball Park Pump Station Replacement

The original contract amount was Twenty-Five Thousand Dollars and No/100 cents (\$25,000.00) This Amendment increases the contract in the amount of Nineteen Thousand Seven Hundred Fifty Dollars and No/100 (\$19,750.00). Total contract amount including this change is amount of Forty-Four Thousand Seven Hundred Fifty Dollars and No/100 cents (\$44,750.00).

**4. Effect.** All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.



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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

By: \_\_\_\_\_  
Melody Villard, Chair

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

**CONTRACTOR:**

Hines, Inc

By:   
Meredith Larson

STATE OF COLORADO     )  
  ) ss.

COUNTY OF Larimer

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November 2025

Megan Elizabeth Brown  
Notary Public

1140 Riverside Ave., Ste 200  
Address of Notary Public FT. COLLINS, CO  
80524

**MEGAN ELIZABETH BROWN**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20244044035**  
**MY COMMISSION EXPIRES DECEMBER 02, 2028**



# Exhibit B

2025-10-08 revised 2025-11-12

Mr. Neil Binder  
Moffat County  
1198 W Victory Way, Suite 107  
Craig, CO 81625  
nbinder@moffatcounty.net

Dear Neil,

Hines Inc is honored to partner with Moffat County to provide Infrastructure Engineering for Loudy Simpson Ball Park Pump Station Replacement, located in Craig, Colorado. It is assumed that the project site contains an existing pump station that needs to be replaced to support irrigation system demand and meet future needs. For the purpose of this scope, Hines will provide the design of a new pump station to ensure adequate pressure & flow rate to efficiently operate the irrigation system and allow for future expansion as well as the structural engineering for the pump station slab. Our detailed scope of work & general conditions are attached for your review & approval.

<u>Scope &amp; Fee Summary</u>	<u>Fee</u>
<u>Construction Documents:</u>	
Task 1: Pump Station Design	\$12,300
Task 2: Pump Station Slab Engineering	\$3,000
<u>Construction Observation:</u>	
Task 3: Construction Services	\$4,450
<i>Includes one (1) on-site visit, estimated travel reimbursables, &amp; remote CA support</i>	
<b>Total</b>	<b>\$19,750</b>

We strive to be as specific as possible in all aspects of our work to ensure complete understanding of scope & our ability to meet the proposed schedule. Should anything require further clarification, please do not hesitate to contact me.

Kind Regards,  
Meredith Larson



## **CONSTRUCTION DOCUMENT SCOPE-OF-WORK**

### **Task 1 - Pump Station Design**

- Hines will provide design of the pump station mechanical system construction documents. These documents will detail the mechanical system equipment including pump & filter station installation, location, & electrical requirements for one (1) prefabricated pumping & filtration station.
- Determine the daily water usage for on-site storage requirements, as well as water quality and suction piping parameters.
- Confirm flow and pressure requirements of the proposed pumping system. CAD generated construction design will be developed incorporating the pump size, type, filtration requirements & equipment, and all major associated piping (drains, water supply, recirculation, discharge, etc...)
- Mechanical equipment plan & profile design will include size & location of pump station building/enclosure, intake pipe, & elevation points for all major pieces of equipment based on survey data to be provided by the county.
- Suction lift intake pipe design will be provided and will include a foot valve and intake screen.
- Coordinate electrical requirements, plan preparation & plan submittal with county's Electrical Engineer.
- Engineering & design will match specific pump station operational and maintenance performance to project requirements.
- Hines will provide dimensional and descriptive notes on a wooden framed and/or pre-fabricated enclosure.
- **Deliverables:**
  - CAD generated drawing sheets showing pump station equipment, pump station controls, suction lift intake piping, air relief and filtering requirements, building dimensions and notes, and specifications in CSI format.
  - This proposal assumes a total of three (3) drawing submittals: (50% CD, 75% CD, 100% CD)

### **Task 2 - Pump Station Slab Engineering**

- Review the Geo-Technical/Soils report (provided by others) & incorporate into structural design of the pump station slab/foundation and building.
- Produce design drawings & calculations to meet project, code, & National Practice guidelines & requirements. Prepare drawings for foundation plans, details, & specifications for each of the concrete structures as a part of this scope of work.
- **Deliverables:** PE Stamped Structural engineering drawings & documents in the required format.

## **CONSTRUCTION OBSERVATION SCOPE-OF-WORK**

### **Task 3 - Construction Services**

- Pre-Construction Services
  - Participation in a pre-construction conference call/video conference to answer Contractor questions and to provide clarification to bid documents as required.
  - Review of RFIs, shop drawings, and material submittals, comment, re-review and approval for construction.
  - **Deliverables:** Project related documentation in the required format
- On-Site Observation
  -

Schedule and participate in one (1) walk-through inspection at “Substantial Completion” with Contractor for review of irrigation construction and system operation. Prepare “punch list” of all items requiring adjustment or correction to be performed by Contractor prior to Final Inspection.

- **Deliverables:** Inspection report in the required format

#### **Client-Provided Information**

This proposal assumes that the Client will provide the information necessary to complete the scope of work. Examples of client-provided information include but are not limited to: Project base files in the required format, key design team contact information, project milestone definition, and coordinated reasonable advanced notice of submittal deadlines.

#### **Additional Services**

If additional services or reimbursable expenses are requested beyond what is outlined in the tasks listed above, Hines would be pleased to provide a written proposal that will outline new scope, tasks, fee, & reimbursable expenses associated with the work.

**Notes:**

- Base changes made after 75% Construction Document submittal, resulting in major irrigation design revisions, will require additional fees.
- All final construction documentation, including specifications, shall be approved by the Owner's Representative prior to issuance for bidding.
- Construction service tasks & fees proposed are an estimate of required activities and associated costs at the time of project proposal. Construction service activities will be completed on Client request and invoiced Hourly Not-to-Exceed assuming there is remaining approved fee available. Should scope and fee be exhausted prior to completion of the tasks outlined above, or should the Client request additional items not listed above, Hines will request approval of additional scope and fees. Site Visits require two weeks' notice to ensure scheduling. If site visit is scheduled and Hines arrives on site and inspection cannot be completed for any reason, Hines will provide a non-refundable invoice for the full site visit cost & travel expenses.
- Not included in this scope-of-work:
  - Design of electrical service to pump station(s), electrical design inside the pump station room
  - Permitting
  - Geotechnical Engineering
  - Construction Services (As-built Creation)

We request written approval to proceed with this project. Signature indicates agreement with our scope, fee, and General Conditions. Refer to Attachment A for a detailed list of our General Conditions. Please call with any questions or comments; we look forward to working with you on this project!

Kind Regards,  
Hines Inc.

AGREED TO BY:  
Moffat County Representative

Meredith Larson

Authorized Signature

Date

**ATTACHMENT A: GENERAL CONDITIONS**

1. **Contract Payment Terms – Moffat County** [hereafter referred to as The Client] accepts the following terms of payment to Hines Inc. [hereafter referred to as Hines Inc]:
  - Hines Payment Terms are due in full after 60 days past invoice date.
  - The Client agrees to pay simple interest on each invoice balance at a rate of 1.5% per month.
  - If an attorney is retained to collect an overdue debt, Hines Inc will be reimbursed for all attorney fees and costs.
2. **JOB SITE SAFETY** – Hines Inc or its representatives are not responsible for job site safety, or for construction means, methods, techniques, or appropriateness of installation procedures undertaken by any Contractor.
3. **SUBSTITUTIONS** - Substitution of equipment or specified products is permitted only by written approval of the Irrigation Designer.
4. **HAZARDOUS WASTE** – Hines Inc is not responsible for identifying, locating, discovering, removal or remediation of any hazardous waste, known or unknown at the site; or for the consequences of any hazardous waste materials at the site, including but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.
5. **UTILITY LOCATES** – Hines Inc is not responsible for determining and marking the location of any underground pipes, wires, conduits, cables, or structures such as gas lines, fiber optics, irrigation or septic systems or any other items which may exist below the surface of the ground.
6. **AS-BUILT DRAWINGS** - As-built drawings are required to be submitted to the Owner's Representative by the Irrigation Contractor upon completion of the installation.
7. **OWNERSHIP OF INSTRUMENTS OF SERVICE** - The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
8. **CORPORATE PROTECTION** - It is intended by The Parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Wyoming corporation, and not against any of the Consultant's individual employees, officers or directors.
9. **CONSEQUENTIAL DAMAGES** - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

10. INDEMNIFICATION - The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
11. LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
12. DESIGN SCHEDULES - Hines Inc is not responsible for changes in design schedules (time extensions) due to circumstances beyond our direct control, such as flood, tornado, earthquake, or other events of nature, or due to untimely receipt of approvals, submittals, shop drawings, or critical information from others such as base drawings, soil analysis reports, and similar documents.
13. DESIGN REVISIONS - If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by Hines Inc, then Client shall notify Hines Inc of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Hines Inc or its consultants without obtaining Hines Inc's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Hines Inc and to release Hines Inc from any liability arising directly or indirectly from such changes not consented to by Hines Inc. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hines Inc, including Hines Inc's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. Unless required solely as a result of Hines Inc's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Bid Documents/Permit Sets were originally prepared, any changes to the design requested or required to be made after Hines Inc's completion of the set of 100% Design Development Documents and 100% Bid Documents/Permit Sets shall be an Additional Service and shall be performed on a time and materials basis. In the event Client uses Hines Inc's work product without retaining Hines Inc to either finalize the Construction Documents or to perform construction observation services, Client releases Hines Inc from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Hines Inc and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

14. DISPUTES - This contract shall be interpreted under the laws of the State of Colorado. The initial attempt to address claims, disputes or other matters in question between the Parties to the Agreement arising out of or relating to this Agreement or breach thereof shall be by formal mediation. If the claims or disputes cannot be resolved by this form of contract dispute resolution, relief through the court system shall be sought. The Parties consent to the jurisdiction of the District Court for Larimer County, Colorado.
15. STANDARD OF CARE - In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
16. SUBMITTAL REVIEW - Review of submittals, shop drawings and other documentation shall be for the purpose of determining general conformance with the design expressed in the construction drawings, and not to determine the accuracy or completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment, all of which are the responsibility of the Contractor.
17. This proposal is automatically revoked if not accepted in writing within 60 days of its date.



**CDHS Certification of Compliance - Years 2026-2027  
County Personnel and Merit System**

The county's merit system for personnel administration shall meet the criteria set forth in the Federal Regulations issued by the Office of Personnel Management of the U.S Department of Health and Human Services found at 5 C.F.R Section 900.601. Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., 9 CCR 2502-1 Rule 2.200, and 10 CCR 2505-5 Rule 1.020.4:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

Moffat County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting cycle 2026-2027 and has a personnel system in place to assure continuing compliance for the duration of the reporting cycle. Please note your signature attests that Moffat County has documentation and/or evidence of practice to support the above requirements and can make said evidence available upon request of a state or federal audit. The person signing below is authorized to undertake this certification (either the county board of commissioners or designee).

By:  
Melody Villard  
Signature

12 NOV 25  
Date

Melody Villard  
Print Name

Commissioner, Chair  
Title





November 19, 2025

OHV Grant Selection Subcommittee  
Colorado State Parks OHV Program  
13787 S Highway 85  
Littleton, CO 80125

The Moffat County Board of County Commissioners are writing in support of the Northwest Colorado Trails Corporation's (NWCTC) grant application for help with either renting or purchasing a more efficient water truck along with monthly maintenance costs. The Board of Commissioners have seen first-hand the volunteer network and local support that exists for the Megawatt Moto Complex and we believe this project has the potential to make a positive impact in our community.

As Moffat County transitions its coal-based energy economy into other diverse economic drivers, the Megawatt Moto Complex plays an important role in the economic transition. By enhancing the moto complex, NWCTC is bringing more people to our area to ride, improving a large property within our county, and diversifying our local revenue streams. This project provides OHV recreational opportunities within a few miles of Moffat County's central population hub. The Moto Complex is the type of amenity that provides current residents with recreational opportunities and helps attract new people to our area. Northwest Colorado Trails Corporation has worked to continually improve the track and the property they lease from Moffat County and have the experience and expertise to effectively utilize this grant and execute this project.

If you have any questions about the Moffat County Commissioners support of the water truck grant requested by Northwest Colorado Trails Corporation, please contact any of the below listed Commissioners at (970) 824-5517.

Sincerely,

Melody Villard, Chair  
Moffat County Board of County Commissioners

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

**Tony Bohrer**  
District 1

**Melody Villard**  
District 2

**Donald Broom**  
District 3

Washington Fish and Wildlife Commission

James Anderson  
John Lehmkuhl  
Barbara Baker  
Victor Garcia  
Molly Linville  
Woodrow Myers  
Steve Parker  
Melanie Rowland  
Lorna Smith

Wednesday, November 12, 2025

Dear Commissioners,

We are a diverse yet united group of Colorado citizens, sportsmen, producers, counties, legislators and wildlife conservationists. While we are living through our own wolf reintroduction, the process has been far from seamless. Our shared experiences have revealed several significant challenges, and we seek to share our perspective, and we request your careful consideration in providing wolves to Colorado.

It is our understanding that Governor Polis has contacted Governor Ferguson to request wolves for a winter release. We respectfully ask that you allow Washington's wolves to remain in your state, where they have the greatest opportunity to thrive and contribute to the continued success of your population.

Recent reports from Washington indicate a 9%-16% decline in the overall wolf population and a 25% decline in breeding pairs. Meanwhile, Colorado's reintroduction has faced concerning outcomes. Survival rates of released wolves have been low, depredation events have increased, and the resulting land use conflicts have placed heavy burdens on producers and rural communities.

Many counties, organizations and individuals have urged our state's wildlife commission, governor, federal government and our wildlife agency to pause further introductions for one year, to evaluate survival rates, review program effectiveness and strengthen available mitigation tools for livestock producers.

Following the recent death of a female wolf from British Columbia, Colorado's wolf survival rate has dropped below 67%. The [Colorado Wolf Restoration Plan](#) (page 22) specifies a 70% survival threshold as the trigger for a protocol review. Wolves have died after dispersing into Wyoming's predator zone, some have been trapped or lethally removed due to chronic depredation. Some have traveled thousands of miles across the state in search of suitable habitat and a viable quality of life, while others have died from other natural reasons. These outcomes underscore the need for a responsible pause and program review before more wolves are released, for the welfare of all species involved.

Consider Gunnison County, central to the next proposed release zone. The county covers 3,260 square miles and winters 25,000 head of livestock (2022 NASS Census). The area already experiences regular winter mortality in native wildlife populations. Local producers were told that only eight miles of fladry, enough to cover roughly 2,560 acres, would be available for deterrence. A range rider program is in development, but contracted riders will not begin work until May 1, 2026, well after calving and lambing seasons and long after wolves would have been released. These tools can be effective, but we need more time and resources to make them truly functional in minimizing conflicts.

Wyoming, Idaho, and Montana declined to offer donor wolves. The human population, habitat fragmentation, and proximity to them were noted as negative.

For these reasons, we respectfully request that Washington's wolves remain where they are most likely to survive and contribute to long-term recovery success. Colorado must first strengthen its own programs, ensure adequate mitigation measures and assess outcomes before any further releases occur.

Thank you for your time and thoughtful consideration.

Respectfully,

Action Colorado

Chuck Vale, Hassle Haven Ranch

Club 20

Colorado Cattleman's Association

Colorado Conservation Alliance

Colorado Farm Bureau

Colorado Outfitters Association

Colorado State Grange

Colorado Trappers and Predator Hunters Association

Colorado Wool Growers Association

Coloradans for Responsible Wildlife Management

Congressman Greg Lopez

Dean Riggs, Former NW Region Deputy Regional Director, Colorado Parks and Wildlife

Delta County Board of Commissioners

Delta County Livestock Association

Douglas Creek Conservation District

Ed and Linda Ingo, Fisher Ranch

Grand County, Board of County Commissioners

Gunnison County Stockgrowers Association

Holy Cross Cattlemen's Association

Jim Sanderson, President, Colorado Outdoors Coalition

John Howard, Former Chair, Colorado Parks and Wildlife Commission

Marie Haskett, Former Commissioner, Colorado Parks and Wildlife Commission  
Matt Soper, Colorado State Representative  
Mesa County Commissioners  
Michael and Amanda Cerveney, Elk Creek Cattle Company  
Middle Park Stockgrowers  
Moffat County, Board of County Commissioners  
Montrose Board of County Commissioners  
Montrose, Ouray, and San Miguel County Farm Bureau  
Muley Fanatic Foundation  
North Park Stockgrowers Association  
Ouray County Cattlemen's Association  
Perry Will, Former Colorado State Senator, Colorado State Representative, Garfield County  
Commissioner  
Rangeland Users Association of Montrose County  
Rio Blanco Board of County Commissioners  
Rio Blanco Stockgrowers  
Ron Velarde, Former NW Regional Manager, Colorado Parks and Wildlife  
Routt County Farm Bureau  
Safari Club International  
San Luis Valley Development and Resources Group – Council of Governments  
Senator Rob Pelton  
Uncompahgre Cattlemen's Association  
White River Conservation District



## CRAIG-MOFFAT COUNTY AIRPORT GROUND LEASE-CONSTRUCTION

**LANDLORD:** Moffat County, a Body Politic  
Moffat County Courthouse  
1198 West Victory Way  
Craig, CO 81625

**TENANT:** Bernard Karwick  
12632 Road G  
Cortez CO 81321  
702-468-0836  
karwick@serverbravo.com

**PREMISES:** A parcel of land located in the NW1/4 of Section 8, T6N, R90W, of the 6<sup>th</sup> P.M., Moffat County, Colorado and being more particularly described as follows:

A parcel of land located in Section 8, T6N, R90W of the 6<sup>th</sup> P.M., Moffat County, Colorado and being more particularly described as follows:

Beginning at a point lying N54°16'30"E, 1129.16 feet from the W1/4 corner of said Section 8; thence N00°08'21"E, 70.00 feet; thence S89°51'39"E, 72.00 feet; thence S00°08'21"W, 70.00 feet; thence N89°51'39"W, 72.00 feet to the point of beginning. Containing 0.116 acres more or less.

The E-W center line of said Section 8 is considered to bear S89°41'27"E between the W1/4 corner and the E1/4 corner of said Section 8.

**DATE: 11/25/2025**

### RECITALS

1. The Board of County Commissioners of the County of Moffat, State of Colorado, operates the Craig-Moffat County Airport and has full authority to execute ground leases of the Craig-Moffat County Airport premises for general aviation purposes.

2. Tenant herein desires to obtain a ground lease of the above-described premises at the Craig-Moffat County Airport for general aviation purposes.
3. The Board of County Commissioners has determined that it is in the best interest of Moffat County and the Craig-Moffat County Airport to lease the above-described premises to Tenant upon the terms and conditions enumerated below.

**WITNESSETH THAT**, for and in consideration of the rent reserved herein, and the other promises and agreements made by the parties hereto, Landlord does hereby lease and demise unto Tenant, and Tenant does hereby accept and hire from Landlord the Premises above described, on the terms and conditions set forth herein, and the parties do hereby agree as follows:

1. **PURPOSE:** The leased Premises and the improvements to be erected and constructed thereon shall be occupied by Tenant or its subtenants as a hangar facility for the servicing and storage of aircraft owned or leased by Tenant or subtenants or their parent corporations, subsidiaries or affiliates, and for such other purposes directly related to such uses. Tenant and its subtenants shall have no right to utilize said Premises, or any improvement thereon, other than as specifically allowed under this paragraph, and it is specifically understood that the leased Premises shall not be used for an aviation fixed base operation or similar type commercial aviation operation. The operation of any commercial aviation activity within Tenant's hangar without first obtaining the written approval from the Moffat County Board of County Commissioners shall be deemed a substantial breach and will result in cancellation of this Lease.
2. **CONSTRUCTION:** For a period of two (2) years from the date hereof, Tenant shall be entitled to construct a hangar on the Premises. Prior to construction of the hangar, Tenant shall submit to Landlord (c/o the Moffat County Building Department) all plans and specifications for such hangar and shall:
  - a. Obtain a building permit and comply with all applicable requirements of the Moffat County Building Code;
  - b. Comply with all applicable requirements of the Federal Aviation Administration for construction on an airport site;
  - c. Locate the pins for the Premises and, if necessary, have the property boundary marked by a land surveyor;
  - d. Comply with the drainage plan for the Craig-Moffat County Airport as the same is on file at the Moffat County Planning Commission, and specifically elevate the building site with compacted fill suitable to insure drainage away from the hangar;
  - e. Provide, at Tenant's expense, all temporary and permanent utilities to be connected to the hangar, and extend such services in such easements and rights of way as designated by Landlord; and
  - f. Extend, at Tenant's expense, any taxiways needed to utilize Tenant's hangar and provide any aprons/parking areas necessary to properly utilize Tenant's hangar. It shall be Tenant's sole responsibility to design, construct and maintain said taxiway from existing pavement to Tenant's hangar.

This Lease shall terminate two (2) years after the date hereof unless Tenant has received a Certificate of Occupancy for the hangar to be constructed on the premises.

**3. RENT:**

Rent for the Premises shall be ONE HUNDRED and NO/100 Dollars (\$100.00) per year, payable in advance. All rent paid under this Construction Lease is non-refundable and may not be credited, transferred, or applied to the subsequent Ground Lease upon issuance of the Certificate of Occupancy.

**4. TERM:**

The term of this Construction Lease shall be two (2) years from the date of execution of this lease or until a Certificate of Occupancy is issued, whichever occurs first. This Construction Lease shall automatically terminate upon the Tenant's receipt of a Certificate of Occupancy. At that time, it is the intention that the parties execute a new Ground Lease for a term of twenty-five (25) years at a rental rate of \$0.18 per square foot, with any applicable additional commercial square-foot rate applied as appropriate. Should the Tenant fail to receive a Certificate of Occupancy within two (2) years of execution, this Lease shall

**5. RENEWAL OF CONSTRUCTION LEASE:**

The initial term of this Construction Lease is two (2) years. Renewal or extension of the Construction Lease is not automatic and is permitted only with the Airport's prior written approval.

No verbal extensions, implied extensions, or continued occupancy shall constitute a renewal. Any renewal must be granted in writing by the Airport and signed by an authorized representative.

**6. REMOVAL OF HANGAR AND PERSONAL PROPERTY:** At any time during the term hereof, and at the end of the initial term or any renewal thereof, Tenant may at Tenant's sole expense remove any structural improvements, excluding aprons, taxiways, fill material and grading, from the leased Premises. Any removal shall be conditional upon the restoration of the leased Premises to its original condition, excluding aprons, taxiways, fill material and grading, unless Landlord and Tenant otherwise agree in writing, and with no damages to the leased Premises being occasioned. Said removal shall also be expressly conditional upon the fact that the Tenant is not in default as to payment of rental or in default as to any other conditions of this Lease. Notice of intent to remove said improvements shall be given to Landlord in writing no later than ninety (90) days prior to the end of such initial lease term or renewal period, and shall be completed no later than the end of such term or period. Any property not removed by the end of the term shall become the property of Landlord.

**7. COMMON AREAS:** Along with (and to no different or greater extent than) other members of the public, Tenant shall have the right to use and enjoy all runways, taxiways, aprons, ramps, drives, sidewalks, and parking areas not part of the other leaseholds presently existing or hereafter constructed upon the Craig-Moffat County Airport. However, such



right to use shall not be construed as constituting any guarantee of the condition thereof (now or at any time during the term of this Lease) nor their suitability or usefulness for any purpose. Such common areas are not leased to Tenant hereunder.

**8. UTILITIES AND TAXES:** Tenant shall be responsible for paying any utilities Tenant extends to the subject Premises, [including water, sewer, trash removal, gas, electricity and telephone], and shall have all utilities placed in Tenant's name at Tenant's expense, and shall be required to pay all deposits, hook-up fees, and the like, necessary to obtain the utilities in Tenant's name.

Tenant shall pay all *ad valorem*, use, and/or sales taxes assessed against Tenant's improvements on the Premises.

**9. CONDITION OF THE PREMISES:** Tenant has inspected the Premises and has found it to be suitable for Tenant's purposes. Tenant takes the premises "as is" and Landlord makes no representation or warranty as to fitness for a particular purpose or suitability for any purpose of the leased premises.

**10. LANDLORD'S OBLIGATIONS:** Landlord, in consideration of the leasing of said Premises, covenants and agrees to grant Tenant peaceable and quiet enjoyment of the Premises during all times that Tenant is not in default of this Lease. Landlord undertakes no other obligation to Tenant, express or implied.

**11. TENANT'S OBLIGATIONS:** Tenant in consideration of the leasing of said Premises covenants and agrees as follows:

- a. To pay the rent for said Premises as herein above provided.
- b. To assume the risk of loss or damage to Tenant's hangar and its contents and to insure Tenant's personal property against all risks.
- c. To use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, the City of Craig, including but not limited to zoning and building, and for no improper or questionable purpose whatsoever. Additionally, Tenant shall comply with all applicable FAA regulations.
- d. To use said Premises for the primary purpose of general aviation.
- e. To maintain all of the leased premises herein and buildings, improvements, alterations, or additions in a reasonably safe and clean condition and to permit no unsightly accumulation of debris, litter, dirt, trash or obstruction where it is visible to the general public visiting or using the airport
- f. To keep said Premises orderly, sightly and clean, and in the sanitary condition required by the ordinances and the health and police regulations of the County of Moffat or City of Craig.

- g. To neither permit nor suffer any disorderly conduct, noise or nuisance whatever about said Premises having a tendency to annoy or disturb any persons occupying adjacent premises.
- h. Not to store or permit or allow any toxic substances or hazardous wastes on the Property. Not to store and accumulate flammable explosives other than the fuel contained in aircraft or other motorized equipment legitimately stored on the Premises. Tenant will assume all costs associated with mitigating any damages caused by violation of this covenant including, but not limited to, environmental cleanup, fines, penalties and attorney fees.
- i. To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent premises or other parts of the above Premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other persons.
- j. Not to make any alterations, improvements, changes or modifications to the hangar once completed without the prior written approval of the Landlord. Landlord may withhold approval of any such alterations, improvements, changes or modifications to the Premises unless Tenant has agreed in writing to make adequate provisions, either through performance bonds and/or disbursement procedures, that ensure that all contractors, material, men or laborers are paid to the end that title to the Property remains free and clear of all liens and encumbrances.
- k. To allow said Landlord at any reasonable hour of the day to enter into or upon and go through and view said Premises.
- l. To keep title to the Property free and clear of all liens, encumbrances and security interests, and, in particular, to pay fully for all materials joined or affixed to the Property at the request or demand of Tenant or for the benefit or account of Tenant, and to pay in full all persons who perform labor on the Property, and not to permit or suffer any mechanics' liens or materialmen's liens of any kind for any work done or materials furnished thereon at the request or demand of Tenant, or for the benefit or account of Tenant.
- m. To comply with certain rules and regulations applicable to all users of the Craig-Moffat Airport. Tenant shall have an absolute duty to comply with the same, failure of which shall be considered a breach of this agreement.

Additionally, Landlord reserves the right to add to, amend or delete from said rules. Any addition or amendment to said rules shall be binding upon the Tenant only if Tenant has had notice of the public hearing to adopt said rule and is given a reasonable opportunity, not to exceed thirty (30) days, to come into compliance with said rule.

- n. Not to park or leave aircraft on taxiways or adjacent to Tenant's hangar in a manner which obstructs or interferes with access to adjacent hangars or common areas.

Tenant shall indemnify and save Landlord harmless from any breach of the covenants contained herein.

- 12. ASSIGNMENT:** The Tenant shall not assign this Lease or any interest therein without the written consent of the Landlord having first been obtained, which consent shall not be unreasonably withheld provided that the third-party assignee undertakes in writing to be bound by all the terms and conditions hereof. Unless such written consent has been obtained, any assignment or transfer of this Lease or of any interest therein shall, at the option of the Landlord, terminate this Lease and any purported assignment or transfer without such consent shall be null and void.

Additionally, Tenant may assign this Lease as security to any lender selected by Tenant, subject to the understanding that lender takes possession of the Premises subject to all terms of this Lease.

Tenant may permit subtenants to occupy the premises for aviation-related purposes, but Tenant shall remain fully responsible for ensuring that all subtenants are in full compliance with the terms and conditions of this Lease. A breach of any of the terms and conditions of this Lease by any subtenant shall be deemed to be a breach of the term or condition by Tenant.

- 13. HOLD HARMLESS AND INSURANCE:** Tenant shall hold the Landlord harmless from any claim or claims made by any person for injuries which may be suffered by such persons on the Premises by reason of the acts or omissions of the Tenant or Tenant's subtenant. Tenant shall secure this obligation by acquiring a public liability insurance policy, and further covenants that in any and all such insurance policies carried by the Tenant to protect against such risks, the Landlord shall be named as an additional insured. Tenant shall provide Landlord with an appropriate Certificate of Insurance. Insurance coverage shall be in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Tenant shall indemnify and save Landlord harmless for any liability not covered by or beyond the coverages afforded by such insurance.

- 14. DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. Vacating the Premises: The vacating or abandonment of the Premises by Tenant for a period of twelve (12) months.

- b. Failure to Pay Rent: The failure by Tenant to make any payment of rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to

Tenant. If the failure to pay rent is not cured within three (3) days of such notice, this Lease shall terminate and Landlord shall not thereafter be required to accept subsequently tendered cures.

c. **Failure to Perform:** The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant, provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

d. **Use of Premises for Non-Aviation Purposes:** The failure by Tenant to observe or perform the requirement that the primary use of the premises shall be for aviation purposes.

**15. REMEDIES:** In the event of default or breach by Tenant as set forth in Paragraph 14 above, Landlord may at any time thereafter, with or without demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

a. **Terminate Lease:** Terminate Tenant's right to possession of the Premises by any lawful means, which shall include written notice to Tenant that the Lease is terminated, whereupon Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from the Tenant all past due rents. Additionally, any property not removed (See Paragraph 6 above and 16 below) within 45 days of notice of termination shall be deemed abandoned and shall thereafter be owned by Landlord.

b. **Continue the Lease:** Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and adjustments as may become due hereunder. Additionally, Landlord may sublet the Premises, as agent for Tenant, and apply any rent received to Tenant's account.

Failure by the Landlord or Tenant to take any authorized action upon default by the Tenant of any of the terms, covenants or conditions required to be performed, kept and observed by the Tenant shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by the Tenant. Acceptance of rentals by the Landlord from the Tenant, or performance by the Landlord under the terms hereof, for any period or periods after a default by the Tenant of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Tenant shall not be deemed a waiver or estoppel of any right on the part of the Landlord to terminate this Lease for any subsequent failure by the Tenant to so perform, keep or observe any of said terms,

covenants or conditions.

- 16. SURRENDER OF PREMISES:** At the conclusion or termination of the Term or any renewal thereof, Tenant shall yield and deliver possession of the Premises and shall remove the personal property of Tenant, all as provided in Paragraph 6 above. If any property is not timely removed, Tenant may not re-enter the Premises without the permission of Landlord, which may be conditioned upon the payment of rent, including hold over rent.
- 17. NOTICE:** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified. Notice to Tenant shall be at the address set forth above. Notice to Landlord shall be at the address set forth above.
- Every notice shall be deemed to have been given at the time it shall be deposited in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of legal process.
- 18. ATTORNEY FEES:** If either party is required to bring or maintain any action, [including assertion of any counterclaim or cross-claim (including an appeal, if applicable) or claim in a proceeding in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others], or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all of the costs incurred by the prevailing party, including reasonable attorneys' fees.
- 19. NON-EXCLUSIVE BUSINESS:** Landlord is granting to Tenant the right to use public property in pursuit of a private purpose. Landlord in no way covenants or agrees that this right is exclusive and specifically reserves the right to make whatever uses of the Craig-Moffat Airport which Landlord, in its sole discretion, determines appropriate.
- 20. INCONVENIENCE DURING CONSTRUCTION:** Tenant recognizes that from time to time during the term of this Lease it will be necessary for the Landlord to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Craig-Moffat County Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt its operations at the Craig-Moffat County Airport. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the Premises, Tenant waives any right to claim damages or other consideration thereof, provided however, that this waiver shall not extend to, or be construed to be a waiver of, any claim

for physical damages to property resulting from negligence or willful misconduct.

21. **BINDING EFFECT:** This agreement shall be binding upon the heirs, successors, personal representatives and assigns of the parties hereto.

**LANDLORD:**

Moffat County, a Body Politic

By: \_\_\_\_\_  
Melody Villard

Title: Chairman, Moffat County Board of County Commissioners

STATE OF COLORADO    )  
   ) ss.  
COUNTY OF MOFFAT    )

Melody Villard, as Chairman of Moffat County Board of County Commissioners, for Moffat County, a Body Politic, duly acknowledged the above and foregoing Lease before me this \_\_\_ day of \_\_\_\_\_, 2025.

WITNESS my hand and official seal. My Commission Expires: \_\_\_\_\_

[ S E A L ]

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

**TENENT:**

By \_\_\_\_\_

STATE OF COLORADO    )  
   ) ss.  
COUNTY OF MOFFAT    )

I \_\_\_\_\_ duly acknowledged the above and foregoing Lease before me this \_\_\_ day of \_\_\_\_\_, 2025.

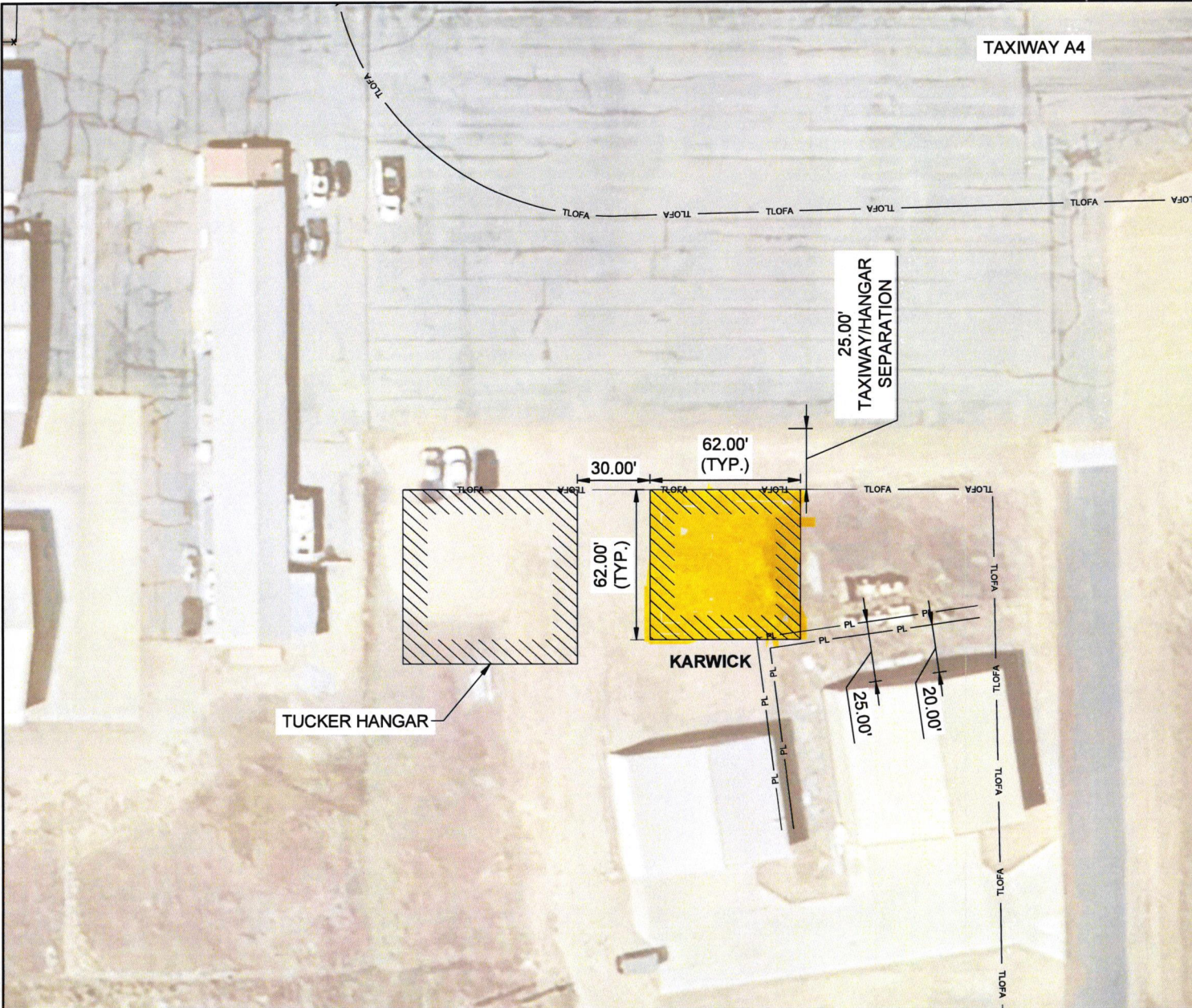
WITNESS my hand and official seal. My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

[ S E A L ]

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

File: R:\Projects\2025\20250425\_KARWICK\_HANGAR\_LAYOUT.dwg, User: gart, Date: 4/15/2025 8:45 AM, Plot Method: Raster, Plot Size: 36" x 48", Plot Scale: 1" = 20', Plot Date: 4/15/2025 8:45 AM, Plot User: gart



N

0 10' 20' 40' 60'

(IN FEET)

LEGEND	
	PROPOSED HANGAR LAYOUT
	TAXILANE OBJECT FREE AREA
	PROPERTY LINE

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THIS DOCUMENT, INCLUDING THE IDEAS AND DESIGN CONCEPTS HEREIN, SHALL BE THE SOLE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONCEPTS HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED BY THE CONTRACTING PROFESSIONAL SERVICE'S AGREEMENT IN FULL OR THE WHOLE.

REV.	DATE	DESCRIPTION	BY

**CRAIG-MOFFATT COUNTY AIRPORT**  
CRAIG, COLORADO

**EXHIBIT**

**PROPOSED HANGAR LAYOUT EXHIBIT**

JOB NO.: -  
DATE: APRIL 2025  
DESIGNED BY:  
DRAWN BY:  
SCALE IS ONE INCH ON ORIGINAL DRAWING  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

**DRAWING NUMBER**  
**EXB**

**SHEET NUMBER**  
**1**