

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W. Victory Way, Ste 104 Craig, CO 81625

(970) 824-5517 (970) 824-9191 fax

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Special Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

**Monday, October 16, 2023**

**8:30 am**

**Natural Resources Department – Jeff Comstock**

- Road Maintenance Permit
- Memo of Understanding between Moffat County and Routt County regarding Operation of the Lower Yampa River Augmentation Plan Across County Boundaries
- Letter of Support for passenger rail service to Colorado Transportation Commission

**Adjournment**

**The next scheduled BOCC meeting will be Tuesday, October 24, 2023 - 8:30 am**

***\*\* 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*



11:29 AM 10/13/2023



## **Memorandum to Road Maintenance Permit File**

Date: 10-13-2023

Subject: 2023 Road Maintenance Permit Attachments Described

Commissioner Meeting to consider application from T.Wright Dickinson to maintain S. River Road on USFWS Browns Park Refuge, as per resolution 2009-36 (Secondary Class B Road Maintenance). Meeting was properly advertised and scheduled for Monday 10-16-2023, 8:30 am. Note, Maintenance is necessary to transport hay from private property. Road needs repaired for semi truck travel.

Permit will be issued for 25 years (1/2 life of 50-yr contract between Moffat and USFWS). Despite the 25 yr contract, each year that Dickinson maintains S.River Road, permit requires updated map of maintenance areas, updated insurance certificate, and on-site visit with Refuge, County, and Dickinson to agree on maintenance needed. New maps and insurance will be filed and will amend the existing 25 yr permit.

Packet for consideration at Commissioner Meeting includes:

1. Contract Routing Form approved by Moffat County Attorney
2. Secondary Class B County Road Maintenance Application/Permit- 25 yr Term.
  - a. October 11 email from Jeff Comstock responding to Nicole Horn, Refuge Manager and T.Wright Dickinson, applicant. Email acknowledge USFWS, County, and Applicant maintenance proposal regarding site visit October 6, 2023. Nicole Horn provides two general google earth images with two pins, "Pull in berms" and "Blade Road" where maintenance will be performed. Comstock asks in email for Dickinson to provide more detailed map of agreed upon maintenance. Dickinson provides
    - i. "existing Water Bars on S.River Road" map for reference only, not a request to maintain all 49 water bars shown,

October 13, 2023

Page 2

- ii. "Slope Banks at Steep Cut" map where maintenance will be performed,
    - iii. "Warren Draw Washout" map where maintenance will be performed, and
    - iv. "rocky point Draw Washouts" map where maintenance will be performed.
  - b. Dickinson email dated October 6, 2023 with seven pictures showing the Warren Draw Washout, Rocking Points Draw Washout, and Slope Banks and Steep Cut, where USFWS, Moffat County, and Dickinson agreed (Octo. 6, 2023 site visit) to maintain.
  - c. Certificate of Liability Insurance
- 3. Exhibit A, Moffat County Policies and Procedures for Secondary Class B County Road Maintenance.
  - 4. Exhibit B, 50-year USFWS / Moffat County agreement for periodic Maintenance on the South River Road and the Carr's Ferry Road, includes map of both road locations.

END





## CONTRACT ROUTING FORM



Moffat County policy states that contracts, leases, rental, memorandums of understanding or any other agreements of any kind that are binding on the County **can only be signed** by the Board of County Commissioners unless a County Resolution provides otherwise. Submit the original contract or agreement with all terms and conditions and this completed routing form to the County Attorney's Office to obtain an authorized signature. Contracts submitted without this form will be returned to the department. A proposed contract will not be placed on the Board of County Commissioners public meeting agenda unless this completed form is timely presented to the County Attorney.

Date: 09/29/2023

Responsible Department: Natural Resources Dept.

Responsible Dept. Contact: Jeff Comstock

Responsible Dept. Contact Email: jcomstock@moftatcounty.net

Business Name ("Vendor"): Vermillion Ranch

Business Address: 14883MCRD 10N, Maybell, CO 81640  
(Mailing Address with City State Zip)

Business Representative Name: T.Wright Dickinson  
(First and Last Name)

Rep. Email: twd@vermillionranchlp.com

Rep. Phone#: (970) 629-1296

Contract Description (Agenda Text): Road Maintenance Permit, S. River Road and Carr's Ferry Road

Type of Agreement: ☒ Standard County Agreement ☒ Vendor Agreement Term of Agrmt.: 25 years, amended with Maps

Bid Required: ☐ Yes ☒ No Date Awarded:

Payments: ☐ County Pays ☐ County Receives: \$ ☒ No Payments by Either Party

Target Board of County Commissioner Date: 10/10/2023

BOCC Agenda Type: ☒ Consent ☒ Action

Notes, Exemption, etc.: Standard Road Maintenance Agreement that will be amended with updated maps as necessary.

*The County Attorney will do its best to return an approved Contract Routing Form as soon as possible. However, please allow the Moffat County Attorney a minimum of ten (10) business days to review all contracts.*

### Department Approval:

*As the Department Head or Elected Official submitting the proposed contract, I certify that I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided to or from Moffat County and I do recommend Moffat County enter into this agreement. All MC purchasing procedures including bid requirements have been followed.*

Signature: [Signature] Date: 9-29-2023

### County Attorney Review/Approval:

☒ Changes Required: + as discussed on 9/29/2023 (Exh. B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ)

Returned to Originating Department: 9/29/23 Received back from Originating Department:                     

☐ Approved Original contract sent to Board of County Commissioner for signature. Date:                     

*Moffat County Attorney: I have reviewed this contract entirely and it (a) does not contain legally prohibited provisions, (b) includes all legally required provisions, and (c) is not otherwise objectionable on legal, as apposed to administrative grounds; except as noted in any attached memorandum.*

County Attorney: [Signature] Date: 9/29/2023

**PLEASE RETURN ALL SIGNED ORIGINALS TO THE COUNTY ATTORNEY'S OFFICE**



**SECONDARY CLASS B COUNTY ROAD MAINTENANCE APPLICATION / PERMIT**  
**Between Moffat County Commissioners and Vermillion Ranch Limited Partnership**

**MOFFAT COUNTY COMMISSIONERS**  
**1198 West Victory Way, Suite 104**  
**CRAIG, CO 81625**  
**Phone : (970) 824-5517**

**Road Identification: South Green River Road**  
**Date Issued: 10-10-2023**  
**Date of Expiration: 10-10-2048**  
**Maintenance Maps, Insurance Certificate, and**  
**photos updated as needed.**

In order to facilitate the maintenance of a County road, Moffat County may allow a private individual or company to perform maintenance on all or part of a Secondary Class B County Road. Secondary Class B County Roads are defined in the attached Exhibit A. Issuing Secondary Class B Road Maintenance Permits will be at the discretion of the County Commissioners based on criteria listed in the Policies and Procedures below. No person shall perform maintenance on a Secondary Class B County Road without first obtaining a Road Maintenance Permit for Secondary Class B Roads from the Moffat County Commissioners. Granting of this permit does not grant exclusive use of the county road. The requirements and procedures set forth herein and in the Policies and Procedures should be considered the minimum and additional information or criteria may be applied.

The intent of this permit is to preserve and protect the integrity of Secondary Class B County Roads. In general, the level of use and demands placed on Secondary Class B roads do not require regular maintenance to assure access across them. However, when significant damage from natural events (i.e. flooding, land slides, etc.) or continual use prevents or reduces traditional access, this permit will be used to authorize maintenance to "preserve the existing character and maintain desired use levels" on the Secondary Class B Road (Exhibit A). No Secondary Class B road recognized by Moffat County crosses private land unless there is a pre-existing public access agreement between Moffat County and the private landowner.

This permit does not grant the applicant the ability to 'upgrade' a Secondary Class B road, it merely grants the right to perform maintenance to preserve the existing character of the road and insure traditional access. 'Upgrade' is defined as widening, lengthening, or physically changing the surface character (i.e. dirt to gravel, or gravel to paved) of a road. Maintenance of a Secondary Class B County Road shall be done in a manner to preserve and protect the existing character of the road during the term of the agreement and to insure continued access along the traditional route, but in no way authorizes maintenance beyond the existing character of a road (Exhibit A).

Maintenance work may include but not be limited to: blading; spot repairs; slide removal; ditch cleaning; culvert cleaning, repair or like kind replacement; water cut-out maintenance; brush removal within right-of-way; litter cleanup; weed control; and snow removal. Maintenance must occur only within the existing right-of-way and not outside of existing disturbance/road surface listed in the Policies and Procedures for Maintenance of Secondary Class B County Roads attached below. The applicant also agrees to honor the intent of the Maintenance Protocol for R.S. 2477 Rights of Way (Exhibit A) where maintenance will "preserve the existing character and to maintain the desired use".

Costs associated with maintenance are born by the applicant. Fuel, equipment, or other maintenance costs are the responsibility of the applicant unless otherwise granted and documented in the Road Maintenance Permit issued by Moffat County.

Applicant must notify the Moffat County Commissioners prior to road maintenance occurring and identify how long expected maintenance will continue before any maintenance commences.

Moffat County will require the applicant to name Moffat County as an insured party on the applicant's liability insurance with coverage as described in the below Policies and Procedures for Secondary Class B Road Maintenance Permit.

**Applicant hereby requests authority to maintain a Moffat County Secondary Class B County Road.**

**The following information is required for the Moffat County Commissioners to evaluate the Application:**

- 1) Road Identification (name, number, or other identifier of road) and verification of road's Secondary Class B Status: South Green River Road
- 2) Description of portion of road where maintenance will occur: Entire Road from Green River Swinging Bridge to Buffham Bottom and Carr's Ferry Road as described in USFWS-Moffat MOU Dated 6-20-2020.
- 3) Reason for maintenance: Seasonal, routine, and normal maintenance to maintain necessary use
- 4) Type of maintenance requested: All that is set forth in Paragraph 3, B and C, and Paragraph 9 of USFWS Browns Park National Wildlife Refuge and Moffat County Dated 6-20-2020 (Exhibit B).
- 5) Type of equipment to be used: Road Grader, Tractor, Backhoe, Trucks, or whatever is necessary.
- 6) Frequency maintenance will occur throughout the term of this permit: Seasonally, or as needed.
- 7) Contact information (name, address, phone numbers) of person responsible for road maintenance: T. Wright Dickinson, 14883 MCRD 10N, Maybell, Colorado 81640, (970)629-1296.
- 8) Federal Agency whose land existing road crosses: USFWS Brown's Park Refuge
- 9) Confirm Road Maintenance is not requested crossing private or Colorado State Land Board lands: Correct, Vermillion Ranch has a maintenance letter of agreement for those portion of the road crossing Colorado State Lands.
- 10) Attach a map or sketch designating portion of road to be maintained. See attached Map. As new areas are maintained, maps shall be added and amended to this application over the life of the contract.
- 11) Attach evidence of historic use and maintenance of this road prior to the date of reservation of the federal land which road crosses: (i.e. pictures, written history, traditional maintenance, etc.). Moffat County has history of road on file as it was one of the five roads submitted to BLM for Non-binding Determination.
- 12) Provide information concerning insurance carrier and copy of declarations page of liability insurance policy: See attached Certificate of Liability Insurance. Certificate shall be current during years that road maintenance is performed through the life of this permit.

Each year maintenance is performed throughout the life of this permit, , an authorized representative from the Moffat County Commissioners and the private entity requesting permission to maintain a Secondary Class B County Road shall schedule to meet on-site to evaluate the condition of the road. The representative from the Moffat County Commissioners shall address the following:

1. Assessment of the existing character of the road, including its width and existing right-of-way.
2. Acquire pre-maintenance pictures of sections proposed to receive maintenance.
3. Identification of general public benefit served by maintaining requested road.

4. Assessment of positive and negative impacts of performing maintenance on requested road.
5. Identify additional stipulations or unique situations that should be acknowledged or applied to the permit.

After a permit has been issued and maintenance has occurred, depending on the type of maintenance performed, the Commissioners may require either another on-site visit by their representative to acquire post-maintenance pictures or a permittee prepared report detailing all maintenance work done including post maintenance pictures. Post maintenance pictures, site visits or reports generally will not be required where no significant disturbance of the existing road surface is contemplated (for example, snow plowing, weed control, litter cleanup, brush removal, and the like). In the case of multi-year permits, the applicant shall annually on the anniversary date of issuance of the permit supply the County with photographs of road conditions documenting the condition of the road.

The Undersigned Applicant agrees:

**INDEMNIFICATION.** To the fullest extent permitted by law, Applicant agrees to defend, hold harmless, and unconditionally indemnify Moffat County and all of its officers, agents and employees, against and for all liabilities, costs and expenses including attorney's fees and expenses of investigation, claims and damages which Moffat County may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by or resulting from Applicant's breach of this Request or acts or failures to act by Applicant or its employees or agents in the performance of the Request; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of Moffat County. Moffat County shall continue to be responsible, to the extent provided by law, for claims for loss, damage, injury or death that are caused by the deliberate acts or negligence of Moffat County, provided however that Moffat County has not waived and by this Permit Request, is not waiving any right to governmental immunity or limitation of liability that it is afforded under the Colorado Governmental Immunity Act. (initial: TWD)

That the Applicant has read and understands all of the foregoing requirements, restrictions and conditions, and attached Policies and Procedures and agrees to maintain the road as outlined in the attached Policies and Procedures. (initial: TWD)

That the applicant understands that Applicant is obligated to the Board of Moffat County Commissioners to fully and faithfully abide by and perform all of the foregoing requirements, restrictions and conditions. In performing the maintenance work authorized under the requested Permit, Applicant agrees and understands that Applicant is not an agent, representative or employee of Moffat County, and shall not be construed as an agent, representative or employee of Moffat County. Moffat County in its sole discretion, reserves the right to terminate this any permit issued pursuant to this request at any time upon written notice to Applicant mailed regular mail, postage prepaid to the Applicant at the address shown herein. Said notice shall be effective upon mailing. Moffat County may also serve said notice on Applicant personally or by leaving a copy of said notice at Applicant's place of business or home. (initial: TWD)

I (WE) THE UNDERSIGNED, HERewith ACCEPT THE TERMS AND CONDITIONS OF THE REGULATIONS AS LAID DOWN BY THE COUNTY OF MOFFAT AND AGREE TO FULLY COMPLY THEREWITH TO THE SATISFACTION OF MOFFAT COUNTY AND THE MOFFAT COUNTY ROAD DEPARTMENT.

APPLICANT Vermillion Ranch Limited Partnership REP. NAME T. Wright Dickinson  
(PRINT) T. Wright Dickinson



SIGNATURE S. W. D. D. D. DATE 10-6-23 PHONE  
NUMBER 970 624 1296

PERMISSION IS HEREBY GRANTED BY THE MOFFAT COUNTY COMMISSIONERS TO THE APPLICANT FOR THE REQUEST DESCRIBED IN THE ABOVE APPLICATION SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SAID APPLICATION AND BELOW POLICIES AND PROCEDURES FOR SECONDARY CLASS B COUNTY ROADS.

BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

## Jeff Comstock

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**From:** Jeff Comstock  
**Sent:** Wednesday, October 11, 2023 4:13 PM  
**To:** Horne, Nicole (Nikki); T Wright Dickinson  
**Cc:** Bundy, Rob  
**Subject:** RE: Maps of South River Road - Priority Areas

Nikkie/Rob,

Thanks for the map with two google pins. After looking at the pictures that T.Wright sent us on Friday, It seems we should include a pin for each of the maintenance spots needed for getting his hay out. I am guessing that is 4 or 5 spots. I asked him to update the two pins on the google earth map that you sent us over the weekend to include the additional 2 or 3 places that are in the pictures, just to make sure they are documented.

T.Wright, can you send us all the updated google earth map with all 4 or 5 pins, rather than just the two.

Thanks

Jeff Comstock, Director  
Moffat County Natural Resources Department  
1198 W. Victory Way, Suite 104  
Craig, Co 81625  
(970)826-3400

**From:** Horne, Nicole (Nikki) <nicole\_horne@fws.gov>  
**Sent:** Saturday, October 7, 2023 8:45 PM  
**To:** Jeff Comstock <jcomstock@moffatcounty.net>; T Wright Dickinson <twd@vermillionranchlp.com>  
**Cc:** Bundy, Rob <Rob\_Bundy@fws.gov>  
**Subject:** Maps of South River Road - Priority Areas

Jeff and T. Wright,

Thank you for meeting with us yesterday. We appreciate your time to discuss the South River Road. Attached are two aerial snapshots of the road, with yellow pins indicating the priority areas we discussed and agreed upon for T. Wright to blade in order to remove his hay from the inholding.

I also want you to be aware that I will be on leave the next two weeks, so please coordinate directly with Rob for any immediate needs during that time. I will return the week of the 23<sup>rd</sup> and will be checking my phone and emails periodically during leave.

Sincerely,

*Nikki Horne*

Refuge Manager

Browns Park National Wildlife Refuge

1318 Highway 318

Maybell, CO 81640

660-572-0309 (cell)

970-365-3613 ext. 101 (office)

<https://www.fws.gov/refuge/browns-park>





Swinging Bridge Campground

83

Browns Park Swinging Bridge

Green River

Pull in birms

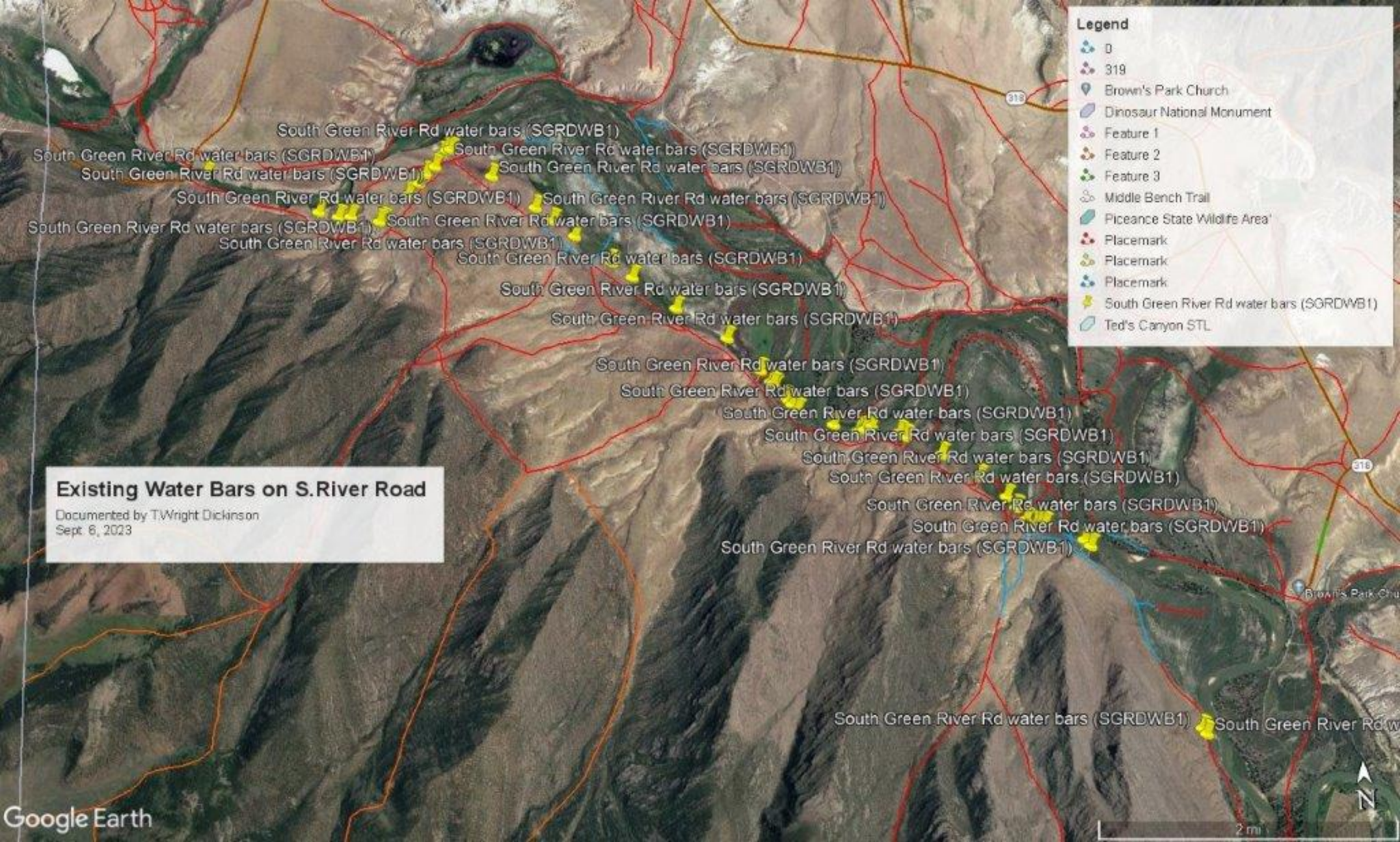


Browns Park National Wildlife Refuge  
Browns Park National Wildlife Refuge

Blade Road







**Legend**

- D
- 319
- Brown's Park Church
- Dinosaur National Monument
- Feature 1
- Feature 2
- Feature 3
- Middle Bench Trail
- Piceance State Wildlife Area
- Placemark
- Placemark
- Placemark
- South Green River Rd water bars (SGRDWB1)
- Ted's Canyon STL

**Existing Water Bars on S.River Road**  
Documented by T.Wright Dickinson  
Sept. 8, 2023





2023

Oct 8 site visit  
South Green River Road slope banks at steep cut

Remove large rocks  
Fill hole in road bed with borrow material from banks  
As agreed on 10/8/23

**Legend**

- 0
- Feature 1
- Middle Bench Trail
- Piceance State Wildlife Area
- Rocky Point Draw washouts
- Ted's Canyon STL



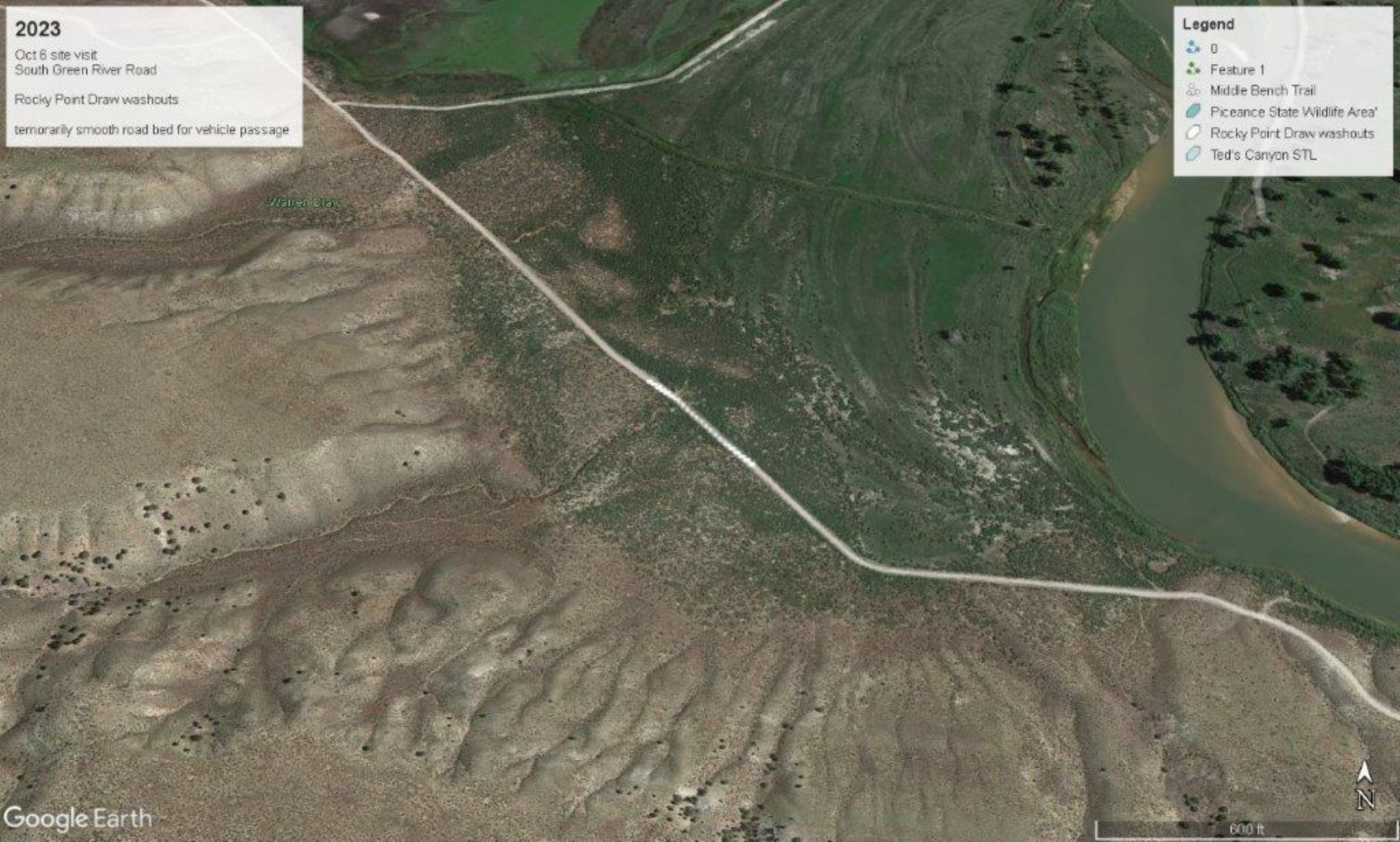


**2023**  
Oct 8 site visit  
South Green River Road  
Warren Draw washout  
temporarily smooth road bed for vehicle passage

- Legend**
- 0
  - Feature 1
  - Middle Bench Trail
  - Piceance State Wildlife Area'
  - Rocky Point Draw washouts
  - Ted's Canyon STL

Warren Draw





**2023**  
Oct 6 site visit  
South Green River Road  
Rocky Point Draw washouts  
temporarily smooth road bed for vehicle passage

- Legend**
- 0
  - Feature 1
  - Middle Bench Trail
  - Piceance State Wildlife Area
  - Rocky Point Draw washouts
  - Ted's Canyon STL

Warren clay





## Jeff Comstock

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**From:** T Wright Dickinson <twd@vermillionranchlp.com>  
**Sent:** Friday, October 6, 2023 7:02 PM  
**To:** Jeff Comstock; Nicole Horne  
**Subject:** Pictures from today pre work





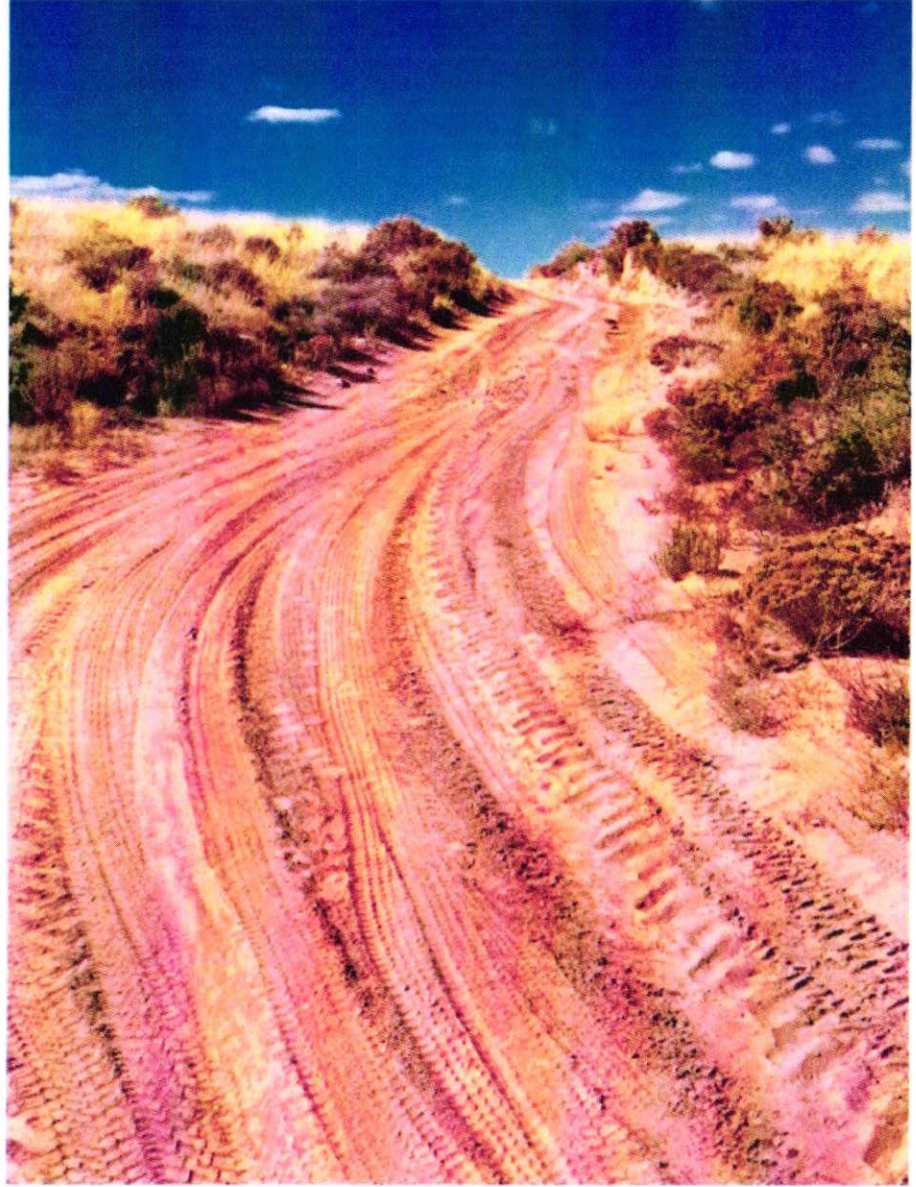
Hands at hips are showing Depth of Fill  
after Banks are sloped/pulled in.

















Sent from my iPhone





VERMRAN-01

SCOTIAP

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (970) 824-8185	<b>FAX (A/C, No):</b> (970) 824-8188
<b>INSURED</b>  Vermillion Ranch Limited Partnership 609 5th Avenue West Rock Springs, WY 82901	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Chubb Indemnity Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b>		
12777		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		FO255697	6/15/2023	6/15/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	X Ag Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						
	ANY AUTO OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE \$
	DED						AGGREGATE \$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Moffat County Natural Resources Department is named as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

Moffat County Natural Resources Department  
1198 W. Victory Way Ste 104  
Craig, CO 81625

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT A  
POLICIES AND PROCEDURES  
FOR  
SECONDARY CLASS B COUNTY ROAD MAINTENANCE**

**PURPOSE FOR POLICY:**

The purpose of this policy is to outline the procedures and criteria by which Moffat County will consider requests to perform maintenance on a public road under Moffat County's jurisdiction by a private individual or company. It is the philosophy of Moffat County to require advance consultations with directly affected parties regarding maintenance of Secondary Class B County Roads in order to avoid conflict between competing interests by reaching joint understandings of the need for maintenance and level of maintenance of a particular Secondary Class B County Road in advance of maintenance being performed.

The intent of this policy is to preserve and protect the integrity of Secondary Class B County Roads. In general, the level of use and demands placed on Secondary Class B roads do not require regular maintenance to assure access across them. However, when damage from natural events (i.e. flooding, land slides, etc.) or natural deterioration of a road prevents or reduces traditional access, County permits may authorize maintenance to "preserve the existing character and maintain desired use levels" on the Secondary Class B Road. No Secondary Class B road recognized by Moffat County crosses private land. It is also Moffat County's intent to conduct advance consultations with affected agencies regarding the maintenance of Secondary Class B Roads, crossing their land. Consultations shall not involuntarily prohibit or restrict Moffat County from conducting necessary maintenance to perpetuate public access across public lands. However, Moffat County will consult with the affected agency(s), prior to conducting maintenance with the intent of 'being a good neighbor' and proactively solving any issues that arise in order to avoid conflict. Each agency has permitting regulations that allow them to sign agreements, for example the Bureau of Land Management has Road Maintenance Agreements (RMA's) that can be signed for maintenance of roads crossing BLM managed lands. Where such agreements promote intergovernmental cooperation and do not unduly burden Moffat County, Moffat County shall make reasonable attempts to enter into such agreements, giving special attention to agreements that can be used as "blanket" agreements covering several roads in one document.

**BACKGROUND FOR POLICY:**

Under Colorado law, mere use of a route by the public may be sufficient to establish a public road. In Colorado, the County controls all such public roads as the representative of the public interest. Once established, a public road remains open to public use until abandoned or vacated by the Board of County Commissioners. Wherever a public road provides access to private property, the Board cannot deprive the owners of that property of access to their land by abandonment of existing public roads. Unless minimally maintained, even the best roads will deteriorate over time. But the public may continue to use roads which have been rendered unsafe by wear or by natural causes such as washouts or landslides often simply by skirting the impassable portion of a damaged road. It is preferable to encourage the preservation of existing roads by private parties in their current state in order to protect the public and to prevent expansion of existing roads.

Resolution 2003-05, A resolution recognizing rights-of-way established over public lands under R.S. 2477 identifies Moffat County's right, title, and interest in these Secondary Class B County Roads including the right to evaluate and perform construction, reconstruction, and maintenance which is reasonable and necessary for the safe passage for the rights-of-way established prior to the repeal of R.S. 2477 or the reservation of the lands for public use; the County may perform maintenance, reconstruction, or construction consistent with the County land use plan, public desires and necessity.

Because the County lacks the resources (manpower, equipment and money) to maintain all Secondary Class B County Roads at their historic levels, it makes sense for the County to authorize others to perform needed maintenance on these roads as volunteers consistent with this policy in order to preserve public access.

**PERMIT INFORMATION REQUIRED:**

In order to facilitate the maintenance of a road and preserve traditional access across any Secondary Class B Road that might not otherwise be maintained, the Moffat County Commissioners may allow a private individual or company to maintain all or part of a Secondary Class B County Road for preservation of traditional public access across public lands. Granting of this permit does not grant exclusive use of a Secondary Class B County Roads.

No person shall perform work on a Secondary Class B County road without first obtaining a Secondary Class B County Road Maintenance Permit. The written permit will include at a minimum:

- 1) Road Identification and verification that it falls within the Secondary Class B system outlined in Exhibit A.
- 2) Description of portion of road where maintenance will occur
- 3) Reason for maintenance
- 4) Type of maintenance requested
- 5) Type of equipment to be used
- 6) Name of person responsible for road maintenance
- 7) Federal Agency whose land existing road passes
- 8) Attach a map or sketch designating portion of road to be maintained
- 9) Attach evidence of historic use/maintenance of this road (i.e. a paragraph describing traditional use/maintenance, pictures, etc.)
- 10) Road Maintenance Permit will be granted with annual rights-of-renewal

Upon receipt of a road maintenance application, an authorized representative from the Moffat County Commissioners and the private entity requesting permission to maintain a Secondary Class B road shall meet on-site to evaluate the condition of the road. The representative from the Moffat County Commissioners shall address the following:

1. Acquire pre maintenance pictures of sections proposed to receive maintenance
2. Assessment of the existing character of the road, including its width and existing right-of-way.
3. Identification of general public benefit served by maintaining requested road.
4. Assessment of positive and negative impacts of performing maintenance on requested road.
5. Any additional stipulations or unique situations that should be acknowledged or applied to the permit.

After a permit has been issued and maintenance has occurred, depending on the type of maintenance performed, the Commissioners may require either another on-site visit by their representative to acquire post-maintenance pictures or a permittee prepared report detailing all maintenance work done including post maintenance pictures. Post maintenance pictures, site visits or reports generally will not be required where no significant disturbance of the existing road surface is contemplated (for example, snow plowing, weed control, litter cleanup, brush removal, and the like). In the case of multi-year permits, the applicant shall annually on the anniversary date of issuance of the permit supply the County with photographs of road conditions documenting the condition of the road.

### **AUTHORIZED MAINTENANCE:**

Maintenance work may include but not be limited to: blading; spot repairs; slide removal; ditch cleaning; culvert cleaning, repair or like kind replacement; brush removal within right-of-way; litter cleanup; weed control; and snow removal. This policy allows for the maintenance within the existing right-of-way and historical disturbance and this policy does not permit maintenance outside of traditional or existing disturbance/road surface nor does it permit betterment or improvement of a road beyond the condition which existed historically. This policy is created with the intent to honor the intent of the Maintenance Protocol for R.S. 2477 Rights of Way, attached hereto, and adopted January 10, 2003, where maintenance will "preserve the existing character and to maintain the desired use".

Any permit issued under this policy does not grant the applicant the ability to upgrade a Secondary Class B road, it merely grants permission to perform maintenance to preserve the existing character of the road and assure traditional access. Upgrade is defined as widening, lengthening, or physically changing the surface character (i.e. dirt to gravel, or gravel to paved) of a road. Maintenance of a Secondary Class B County Road shall be done in a manner to preserve and protect the existing character of the road during the term of the agreement and to insure continued access along the traditional route.

Costs associated with maintenance are born by the applicant. Fuel, equipment, or other maintenance costs are the responsibility of the applicant unless otherwise granted and documented in the Road Maintenance Permit issued by Moffat County.

### **LICENSING AND INSURANCE REQUIREMENTS:**

Vehicles and equipment used to maintain a county road must be properly licensed and insured to operate in the State of Colorado. However, in such cases where Agricultural equipment will be used for maintenance, it is not the intent of this policy that agricultural equipment should lose their license exempt status nor place licensing burdens on existing agriculture exempt equipment. For so long as the road maintenance permit remains effective, the Applicant shall maintain in force liability insurance coverage issued by one or more licensed Colorado insurance carriers acceptable to County. Such policy or policies shall have limits of liability of not less than \$1,000,000 per person/occurrence. Moffat County shall be named as an additional named insured on any liability policy required under this policy. Any subcontractor retained by Applicant to perform maintenance on County roads shall be disclosed to the County and shall be required to provide insurance and comply with the provisions of this Policy as if it were the Applicant.

Certificates of Insurance: Certificates of Insurance acceptable to the County Commissioners shall be filed with the County Commissioners prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled until at least 15 days prior written notice has been given to the County Commissioners. Applicant shall not be permitted to start work until all required insurances have been obtained and certificates with the proper endorsements have been filed with the Moffat County Commissioners.

Failure of the Applicant to comply with the foregoing insurance requirements shall void any permit issued to the Applicant and shall in no way waive Moffat County's rights hereunder.

**MOFFAT COUNTY'S LIABILITY INSURANCE:** Moffat County, at their option, may purchase and, maintain such liability insurance as will protect the County against claims which may arise from operations under this Permit. Purchasing and maintaining such insurance, however, will not relieve the Applicant from purchasing and maintaining the insurance's herein before specified.

#### **TERM OF PERMIT:**

Once a Secondary Class B Road Maintenance Permit has been issued by the Moffat County Commissioners, there will be an annual right-of-renewal that will be granted upon request to the County Commissioners by the applicant. Generally this will mean each year, the applicant will schedule time on the County Commissioners Agenda to review the previous year's maintenance and request permit renewal for the subsequent year. If the applicant has honored the intent of the permit, the Commissioners will renew the permit.

#### **GENERAL PROVISIONS:**

The County shall exercise its' appropriate, lawful authority to ensure compliance with the Secondary Class B Road Maintenance Permit. Nothing in this policy is, or shall be construed to be, an obligation of Moffat County to permit the private maintenance of any particular road.

Nothing in this Policy shall be deemed to preclude any Applicant lawfully providing maintenance on Secondary Class B County Roads from asserting the defense of statutory immunity to the extent such defense may otherwise be permitted by state law.



## EXHIBIT A

### MAINTENANCE PROTOCOL FOR R.S. 2477 RIGHTS-OF-WAY

asserted in Moffat County, Colorado

January 10, 2003

**Purpose:** Establish a protocol for recognition and maintenance of the R.S. 2477 road network in Moffat County which assures reasonable and traditional access to federally managed lands balanced with constraints of County funding, crew availability, and the County's desire to protect the undeveloped character of the public's R.S. 2477 road network.

**Background:** In 2002, the Moffat County Land Use Board followed the "R.S. 2477 Inventory Protocol," adopted in June of 2002 by the Moffat County Commission, to inventory R.S. 2477 rights-of-way across federal lands in Moffat County. The R.S. 2477 assertions were classified as secondary road systems and subclasses of these rights-of-way were assigned. Colorado Revised Statute 43-2-111 states in part "The county systems, both primary and secondary roads, shall be assigned to the County for construction and maintenance."

The following road classifications differentiate between previously identified public roads currently receiving scheduled maintenance (Primary A and B, and Secondary A) and public roads being asserted under the June 2002 Moffat County R.S. 2477 Inventory Protocol (Secondary B, C, and D):

Primary, Class A: State Highways recognized by State Highway road numbers.

Primary, Class B : County Roads recognized by Moffat County road numbers and classified as a primary roads.

Secondary, Class A: County roads recognized by Moffat County road numbers, and classified as secondary roads.

Secondary, Class B: Unimproved roads, which are passable by four-wheel-drive vehicle. Vegetation is generally absent on each vehicle track and present between vehicle tracks; or vegetation has been mechanically removed to bare soil. Some vegetation regrowth may occur depending on the age of the right-of-way or time since last maintained. Secondary, Class B roads are not part of the Secondary, Class A road system, do not have county road numbers, and are often referred to as two-tracks or jeep trails.

Secondary, Class C: Trails which are passable by horseback and generally used by horseback or livestock. Depending on the trail conditions All-Terrain-Vehicles or motorcycles may or may not be able to pass. Secondary, Class C roads are often used for moving livestock and/or recreation.

Secondary, Class D: These include rights-of -way which can be proven despite a lack of current maintenance, use, or visibility. Currently the only known R.S. 2477 rights-of-way placed in this category are used for driving livestock or recreation.

**Maintenance:** Since Primary, class A and B roads as well as Secondary, class A roads are currently being maintained by the Colorado Department of Transportation and Moffat County, this Maintenance Protocol only applies to Secondary Roads, Classes B, C, and D. The secondary roads, Classes B, C, and D, which cover two-track roads, trails, and routes no longer clearly visible, will receive maintenance to preserve the existing character and to maintain the desired use levels, in accordance with the land uses and objectives identified in the County's land use plan and any related transportation planning. Any proposed maintenance that would alter the existing character of a Secondary Class B, C, and D road will be proposed to the public and public input will be considered in such decision prior to maintaining the road. In general, the level of use and demands placed on these roads do not require regular maintenance to assure access across these roads. However, in certain cases where additional mechanical maintenance is necessary, the County Commissioners will balance the need for maintenance and associated safety concerns with funding and crew availability and recommend appropriate maintenance.



**Exhibit B**

**MEMORANDUM OF UNDERSTANDING**

**between**

**UNITED STATES FISH and WILDLIFE SERVICE  
Browns Park National Wildlife Refuge**

**and**

**MOFFAT COUNTY, COLORADO  
Through its Board of County Commissioners**

**for**

**Periodic Road Maintenance on the South River Road, and the Carr's Ferry Road  
Browns Park NWR**

**1. INTRODUCTION/PURPOSE:**

This Memorandum of Understanding (MOU) is entered into between the United States Fish and Wildlife Service, Browns Park National Wildlife Refuge (Service), and Moffat County (hereinafter referred to as the "Parties") for the purpose of cooperation and coordination in routine road maintenance on the road heading ESE from the Swinging Bridge on the South side of the Green River (South River Road), and the Carr's Ferry Road which connects to CR 114 at Ladore Hall and heads S across Grimes Bottom and ties into the old Carr's Ferry Crossing just west of private irrigated land. See attached map.

**2. RECITALS:**

*Whereas*, Moffat County believes it is primarily responsible for maintaining secondary roads within the County that cross public land, and;

*Whereas*, the Service acquired title to the land under the South River Road and the Carr's Ferry Road in 1963, subject to existing rights of way, and is responsible for all management of all lands within the Browns Park NWR, and;

*Whereas*, The Service and Moffat County Parties both desire to cooperate in achieving a mutually beneficial partnership in maintaining the South River Road and Carr's Ferry Road in order to promote ease of public travel, and;

*Whereas*, The Service has a legal responsibility to protect the natural and cultural resources of the Browns Park NWR, including the area immediately adjacent to, surrounding, and beneath the South River Road and Carr's Ferry Road.

3. AGREEMENT

*Now, Therefore,* in consideration of the foregoing recitals, the Parties hereby agree as follows:

A. The Service Shall:

1. Help facilitate Moffat County and/or their Secondary Class B Road Maintenance Permittee with periodic road maintenance by reviewing each notification of routine road maintenance in a timely and judicious manner.
2. Provide information on any cultural or natural resource issues that may arise due to planned road maintenance.
3. Provide staff, if needed, for on-site pre- and post-inspections of the work.
4. Provide staff, if available, to assist in road maintenance if Moffat County, or their Secondary Class B Road maintenance Permittee, is unable to accomplish the agreed upon routine maintenance work.

B. Moffat County Shall:

1. Provide the Service with forty-eight (48) hours advance notice of the County's intent to undertake routine maintenance on the South River Road or Carr's Ferry Road. The purpose of the notice is not to make the routine maintenance subject to approval or disapproval by the Service. Rather, the purpose of the notice is to maintain open communication and cooperation between the Parties and to allow the Service to apprise the County of any circumstances or conditions that the County should be aware of in scheduling and undertaking such maintenance. Advanced notice will also allow the Service to respond to inquiries from the public about such road work. In the event it is not practicable for the County to provide 48 hours advance notice to the Service, the County shall provide notice to the Service in as timely a fashion as is appropriate under the circumstances.
2. Not undertake any road work beyond routine maintenance or upgrade the condition of this road in any way.
3. Ensure compliance with all applicable laws and safety regulations whenever any equipment is transported over public roads.
4. Ensure that no repair material is taken from refuge lands outside the existing road bed without prior approval of the Refuge Manager.



5. Ensure that only qualified personnel are actually performing the work needed so as not to cause further damage to the integrity of the road.

C. Both Parties Shall:

1. Maintain the South River Road and Carr's Ferry Road only to the extent necessary to preserve the road's existing character, including width and trafficability, and maintain traditional use levels.
2. Agree that neither party will take unilateral action to widen or change the character of the South River Road or Carr's Ferry Road without a written request and written approval of the other party.
3. Recognize that some maintenance projects may need to be performed on an emergency basis to prevent harm or substantial inconvenience to the public. In such a situation, the Service shall expedite and promptly complete the notification process, as described in section A(1) and B(1) of this MOU.

4. TERM OF THE AGREEMENT

This MOU will remain in effect for fifty (50) years from the date of the last signature below, unless earlier terminated, or replaced by subsequent agreements.

5. MODIFICATION

This MOU may be modified or amended by mutual agreement between the Parties. Such amendment or modification shall be effective upon written consent of both Parties.

6. TERMINATION

In the event of a material breach, this MOU may be immediately terminated by the non-breaching party. This MOU may also be terminated immediately by mutual agreement in writing. Otherwise, either party may terminate this MOU unilaterally following a 60-day written notice to the other Party.

7. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties and supersedes any prior road maintenance agreement, understanding, or representation of the parties regarding the subject matter hereof.

8. Nothing in this MOU establishes precedent regarding the Service's future management or administration of the public lands under its jurisdiction or the County's or State of Colorado's management or administration of transportation systems under their jurisdictions, and nothing herein shall preclude or be construed as waiving or limiting any authority, rights, or obligations of the Service, the County, or the State of Colorado under applicable law. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties, subject to the County's approval of a Secondary Class B Road Maintenance Permittee to perform routine maintenance on the South River Road or Carr's Ferry Road.

#### 9. SPECIAL PROVISIONS

The routine maintenance that either the County or the Service may perform on the road covered by this MOU includes work reasonably necessary to preserve the existing road, including the physical upkeep or repair of wear or damage whether from natural or other causes, replacement of unsafe structures, including those damaged by natural and other events, maintaining the shape of either road, making sure that the shape of either road permits drainage, and keeping drainage features open and operable-essentially preserving the status quo.

Each Party shall maintain records of the routine maintenance it undertakes pursuant to this MOU and provide the other party with copies of such records upon request.

#### 10. CONTACTS

The principle contacts for this MOU are:

A. For Moffat  
County

Jeff Comstock  
Natural Resource  
Director  
221 W. Victory Way,  
suite 130  
(970) 826-3400 -  
voice  
(970) 826-3411 - fax

B. For the Service

Daryl Magnuson  
Refuge Manager  
Browns Park NWR  
1318 Hwy 318  
Maybell, CO 81640  
970-365-3613 Ext. 101  
970-365-3614 Fax



In Witness Whereof, the Parties have caused this Memorandum of Understanding to be executed as of the date of the last signature below:

APPROVED:

**Moffat County, Colorado**

By: Ray Beck  
Moffat County Commissioners, Chairman of the Board

Date: 6-23-2020

**United States Fish and Wildlife Service**

By: ROBERT BUNDY Digitally signed by ROBERT BUNDY  
Date: 2020.06.25 16:22:54 -06'00'  
Project Leader, Lower Green River NWR Complex

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





**SOUTH RIVER ROAD**

A satellite map of a river valley. A red line follows the river's course. A black arrow points to a spot on the red line. A yellow outline is in the upper right. A green line runs vertically on the right. A road labeled '318' is on the right. A scale bar and north arrow are at the bottom right.

**Maintenance MOU  
between USFWS and  
Moffat County  
(6-23-2020)**

**Carr's Ferry Road**



**MEMORANDUM OF UNDERSTANDING BETWEEN  
MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**

**REGARDING: OPERATION OF THE LOWER YAMPA RIVER AUGMENTATION PLAN ACROSS COUNTY BOUNDARIES**

This Memorandum of Understanding is entered into between the Moffat County, Colorado Board of County Commissioners (“Moffat County”) and the Routt County, Colorado, Board of County Commissioners (“Routt County”) represented by their respective governing bodies, collectively referred to as “the Parties.” C.R.S. § 29-1-203 provides authority for Governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized in Colorado.

*Whereas:* Moffat County is drafting the Lower Yampa River Augmentation Plan (herein referred to as the "Augmentation Plan") with the goal of adjudicating the water for the Augmentation Plan through water court in 2024. The Augmentation Plan will provide augmentation water, primarily, but not limited to, household water wells drilled after March 1, 2022 when the Lower Yampa River was designated over-appropriated by the State Engineer, Division of Water Resources, State of Colorado.

*Whereas:* Moffat County has diligently cooperated with the Routt County Board of County Commissioners and received verbal board support to operate and administer the Augmentation Plan within the boundaries of Routt County, in the area shown in the attached Exhibit 1.

*Whereas:* Moffat County acknowledges its operational and administrative responsibility for the Augmentation Plan, and shall undertake all necessary actions to adjudicate and implement the Augmentation Plan without cost to Routt County.

*Whereas:* Routt County desires that Moffat County operate and administer the anticipated Augmentation Plan within that portion of Routt County shown in the attached Exhibit 1.

*Now, therefore,* both Parties acknowledge and agree that:

1. The Parties agree that the anticipated Augmentation Plan is important for the social and economic vitality of Moffat County. As of the date of this MOU, the Augmentation Plan has not been completed or filed in water court. Routt County reserves the right to object to the Augmentation Plan in its entirety or its specific terms or provisions, including filing a statement of opposition or protest in the water court.
2. Part of the Proposed Augmentation Area is located in Routt County, beside Elkhead Reservoir, depicted in the northeast corner of the map attached to this Memorandum of Understanding (Exhibit 1).
3. Routt County Commissioners currently support Moffat County’s proposed operation and administration of the anticipated Augmentation Plan within Routt County in the Elkhead Reservoir watershed area as depicted in Exhibit 1.
4. Moffat County will bear the cost of operation and administration of the Augmentation Plan and

will charge user fees and other costs to individual water users in Routt County participating in the Augmentation Plan.

5. Either Party may terminate this MOU with or without cause by providing thirty (30) days advance written notice to the other Party of its intent to terminate.

DATED this 10<sup>th</sup> day of October, 2023.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

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Tony Bohrer, Chairman

ROUTT COUNTY BOARD OF COUNTY  
COMMISSIONERS



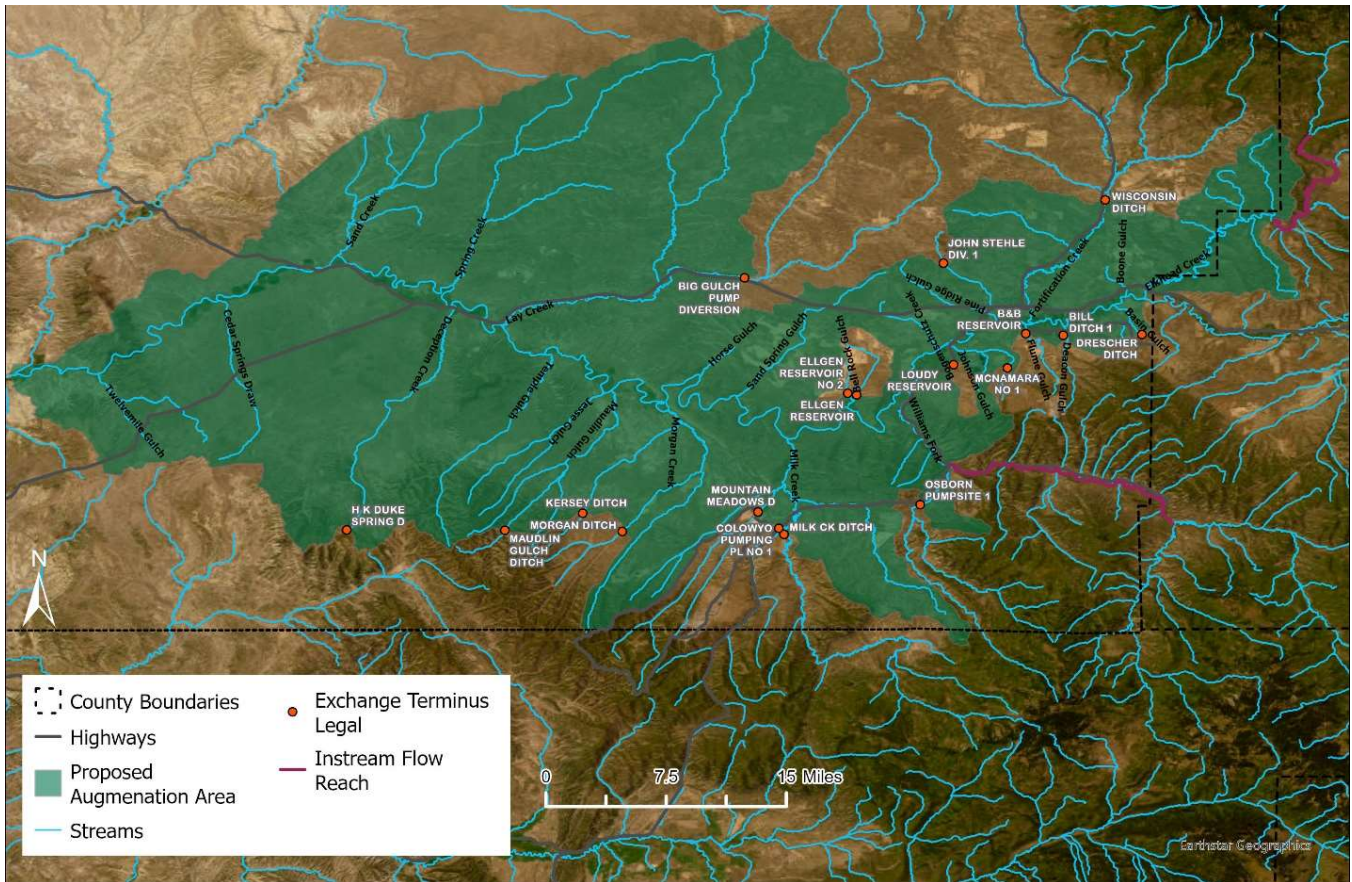
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Tim Redmond, Chair



## EXHIBIT 1

Map of proposed Augmentation Area for the Lower Yampa River Augmentation Plan.  
NOTE: Area in Routt County is adjacent to Elkhead Reservoir in the NE corner of Map.





DATE: October 16, 2023

TO: Governor Polis,  
Shoshana Lew, CDOT Director  
Colorado Transportation Commission

FROM: Moffat County Board of County Commissioners

SUBJECT: Support for Passenger Rail Service in NW Colorado

As NW Colorado experiences a reduction in coal transportation on existing rail lines, we desire to assure existing rail infrastructure does not become a stranded asset. Moffat County supports a feasibility study and efforts to utilize existing and new rail infrastructure. NW Colorado has a long history, prior to coal transport, of using rail for moving people, produce, cattle, and other commodities.

The timing is ripe for passenger rail proposals, and we support Senator Roberts and Representative Lukens effort to advance a Service Development Plan to better understand feasibility to connect NW Colorado to other rail. Union Pacific has expressed willingness to discuss other uses for its rail infrastructure, as coal freight will diminish over the next 7 years. In addition, the Moffat Tunnel contract renegotiation is nearing, and an unprecedented federal funding opportunity is available for coal affected communities, all the while, Moffat County is seeing housing shortages, and an influx of remote workers since COVID 19. There are estimated to be 2700 people commuting daily between Craig and Steamboat to work every day, and Moffat County experiences the brunt of traffic as and we are the detour route for I-70 when it is closed, due to rock slides or blocked traffic.

There are several reasons to consider alternate routes to address deficiencies in existing highways and utilize existing and new rail lines. If you have any questions regarding our support to conduct feasibility studies for passenger rail in NW Colorado, please contact any of the Moffat County Commissioners.

Sincerely,

Melody Villard, Vice Chair  
Moffat County Commissioners