



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, April 4, 2023 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the March 21, 2023, meeting.

Acknowledge the receipt of the Clerk and Recorder's report for the month of February 2023.

Acknowledge the receipt of Veteran's Service Officer's Report and Certification of Pay form for the month of March 2023.

Consideration of the appointment of a member to the Logan County Lodging Tax Board.

Unfinished Business

Consideration of the award of the bids for the construction of an addition to the Logan County Fairgrounds Exhibit Center located at 1120 Pawnee Avenue, Sterling, CO to be used as a multi-purpose Community Center.

New Business

The Board will open a public hearing to consider the approval of an application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for July Jamz events to be held at the Logan County Courthouse Square, 315 Main Street, Sterling, Colorado on June 24, July 7, July 14, 21, 28, 2023.

Consideration of the acceptance of a quitclaim deed from the Colorado Department of Transportation for the purchase of the NECALG Bus Hub property located at 1619 South Sixth Avenue, Sterling, Colorado.

Consideration of the approval of an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit Number 2023-2 for use of the County Right of Way along County Road 40 for an electrical distribution.

Consideration of the approval of an agreement between Logan County and PC Telcom and issuance of Right of Way Permit Number 2023-3 for use of the County Right of Way along County Road 24 for a fiber optic line.

Consideration of the approval of an agreement between Logan County and PC Telcom and issuance of Right of Way Permit Number 2023-4 for use of the County Right of Way under County Road 24 for a fiber optic line.

Consideration of the approval of an agreement between Logan County and Westervelt Ecological Services, LLC allowing the purchase of 0.1 wetland mitigation credits from Front

Range Mitigation Bank for a bridge replacement project which will permanently discharge fill material into 0.022-acres of the South Platte River and 0.2-acres of jurisdictional wetlands.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, April 18, 2023, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

March 21, 2023

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Jerry A. Sonnenberg	Chairman
Joseph A. McBride	Commissioner
Mike Brownell	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Marilee Johnson	Logan County Public Information Officer
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Jerry Caseboldt	EMS
Dave Conley	Logan County Lodging Tax Board
Debbie Klindt	Boat Club
Dave Lieber	NJC Tractor Pull
Tom Kiel	
Dennis Holcomb	
Tammy Kelley	
Sharon Atkins	
Ardis K. Wagner	
Doris Scott	
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the March 7, 2023, meeting.
- Acknowledge the receipt of the Sheriff's Fee report for the month of February 2023.

Commissioner McBride moved to approve the Consent Agenda. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg continued with Unfinished Business:

Chairman Sonnenberg opened public comment on Resolution 2023-3 redistricting and establishing boundaries of commissioner districts of Logan County in accordance with CRS 30-10-306. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Resolution 2023-3 redistricting and establishing boundaries of commissioner districts of Logan County in accordance with CRS 30-10-306. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg continued with New Business:

Consideration of the approval of the following Logan County Lodging Tax Board Projects:

- Colorado Flatlanders Annual Rod Run in the Park - \$3,000.00.
- International Feedlot Cowboys Finals & 50th - \$5,500.00.
- High Plains Truck and Tractor Pull - \$2,000.00.
- Visitor Promo Bags - \$650.00.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project Colorado Flatlanders Annual Rod Run in the Park in the amount of \$3,000.00. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project Colorado Flatlanders Annual Rod Run in the Park in the amount of \$3,000.00. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project International Feedlot Cowboys Finals & 50th in the amount of \$5,500.00. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve the Logan County Lodging Tax Board Project International Feedlot Cowboys Finals & 50th in the amount of \$5,500.00. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project High Plains Truck and Tractor Pull in the amount of \$2,000.00.

- Dave Lieber spoke about the event.

Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project High Plains Truck and Tractor Pull in the amount of \$2,000.00. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project Visitor Promo Bags in the amount of \$650.00.

- Elenor Brown director of Logan County Chamber addressed the board.

Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve the Logan County Lodging Tax Board Project Visitor Promo Bags in the amount of \$650.00. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for Resolution 2023-6, extending the temporary moratorium on the issuance of permits related to the operation of wind power generating facilities in Logan County. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve Resolution 2023-6, extending the temporary moratorium on the issuance of permits related to the operation of wind power generating facilities in Logan County. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for Resolution 2023-7, extending the temporary moratorium on the issuance of permits related to the operation of community solar

garden facilities in Logan County. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Resolution 2023-7, extending the temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Resolution 2023-8 and an application for Subdivision Exemption on behalf of Karen J. Scott, Ardis K. Wagner, & Sharon R. Atkins to create a 2.91- acre parcel from a 158-acre parcel in an Agricultural (A) zone district located in the SW 1/4 of Section 12, Township 8 North, Range 48 West, of the 6th Principle Meridian, Logan County, Colorado. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve Resolution 2023-8 and an application for Subdivision Exemption on behalf of Karen J. Scott, Ardis K. Wagner, & Sharon R. Atkins to create a 2.91- acre parcel from a 158-acre parcel in an Agricultural (A) zone district located in the SW 1/4 of Section 12, Township 8 North, Range 48 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an agreement between Logan County and North Sterling State Park and issuance of Right of Way Permit Number 2023-1 for use of the County Right of Way along County Road 33 for a driveway access.

- Dave Pieper Park Manager of North Sterling asked the board if they had any questions for him.

Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an agreement between Logan County and North Sterling State Park and issuance of Right of Way Permit Number 2023-1 for use of the County Right of Way along County Road 33 for a driveway access. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting an application for Fireworks Display Permit on behalf of Sterling Boat Club for July 1 or July 2, 2023, at the Boat Dock at North Sterling State Park. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve an application for Fireworks Display Permit on behalf of Sterling Boat Club for July 1 or July 2, 2023, at the Boat Dock at North Sterling State Park. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting an agreement between Logan County Fair and Rodeo c/o Board of County Commissioners and Kevin Rich d/b/a Wild West Cattle Company for production of a Professional Bull Riding event on Tuesday, August 1, at the 2023 Logan County Fair. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an agreement between Logan County Fair and Rodeo c/o Board of County Commissioners and Kevin Rich d/b/a Wild West Cattle Company for production of a Professional Bull Riding event on Tuesday, August 1, at the 2023 Logan County Fair. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting an agreement between Logan County and MGT of America Consulting, LLC for the preparation of the Fiscal Year 2022 Cost Allocation Plan. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an agreement between Logan County and MGT of America Consulting, LLC for the preparation of the Fiscal Year 2022 Cost Allocation Plan and authorize the Chairman to sign. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting of a contract between Logan County and Sure Sound and Lighting to provide the Audio, Lighting, Stage and Stagehands for the Josh Turner Concert at the Logan County Fair on August 5, 2023. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve of a contract between Logan County and Sure Sound and Lighting to provide the Audio, Lighting, Stage and Stagehands for the Josh Turner Concert at the Logan County Fair on August 5, 2023 and allow the Chairman to sign. Commissioner Brownell seconded, and the motion carried 3-0.

Other Business

The next regular meeting will be scheduled for Tuesday, April 4, 2023, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 10:00 a.m.

Submitted by:



Logan County Clerk

Approved: April 4, 2023

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jerry A. Sonnenberg, Chairman

Attest:

Logan County Clerk & Recorder

Clerk Fees Collected 2023

February

	<u>2022</u>	<u>2023</u>	
<u>Recording Fees Retained</u>	13,259.41	8,323.00	
<u>Motor Vehicle Fees Retained</u>	329,519.98	301,854.62	
Total \$	342,779.39	\$ 310,177.62	\$32,601.77
 <u>Fees & Taxes Distributed</u>			
State of Colorado	244,670.48	244,420.94	
City of Sterling	32,449.88	21,642.55	
Town of Fleming	3,893.39	352.80	
Total \$	281,013.75	\$ 266,416.29	\$14,597.46
 Fees Retained Year to Date			
		\$310,177.62	



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of Logan Month of March 2023

Telephone Calls	from vets 84	to vets 77	Total calls: 161
Appointments	office 41	home 02	Total appts: 43
Outreach	09		Total outreach: 09
Total Served	emails from vet 21	to vets 17	Total emails/text: 38

Surveys Submitted	01	Total contacts: 242
-------------------	----	---------------------

Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

- 34 hours per week or fewer
- 35 hours per week or more

For the month of March, 2023 from Logan county.

[Signature]
Signature of County Veterans Service Officer

03/31/2023
Date

Certifications by County Commissioner or Designee

- In accordance with CRS 28-5-802, I hereby certify the appointment of our county veterans service officer.
- In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

County Commissioner or Designee of

County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month to:
Colorado Division of Veterans Affairs
cdvainfo@dmva.state.co.us

Logan County Advisory Board Application

Name: MARTY GAINES
Mailing Address: 16667 RD 32
City/State/Zip: STERLING 80751
Telephone: 660 888 9644
E-Mail Address: MAgainE@MSN.COM
Occupation: RETIRED

I am interested in serving on the:

- Board of Adjustment
 E911 Authority Board
 Emergency Medical Services Council
 Lodging Tax Board
 Planning Commission
 Shooting Sports Board
 Other: _____

My qualifications are:

Retired from United Airlines where I had many years of Managing Facilities and overseeing Contracts.
I have served The City of Sterling being on ^{the} Public works board as well as The City Counsel until I moved to The Country.

I am interested in serving because:

I Feel my Experience can be helpful to Logan County and I have an interest in serving my Community

Marty Gaines 1-14-23
Signature Date

Application for a Special Events Permit

Departmental Use Only

State Only Permit/State Property

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor	\$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage	\$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>Logan County Chamber of Commerce</i>	State Sales Tax Number (Required) <i>98-04792</i>
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>109 North Front Street Sterling, Colorado 80751</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>315 Main Street Sterling, Colorado 80751</i>
---	--

4. Authorized Representative of Qualifying Organization or Political Candidate <i>Elmor Brown</i>	Date of Birth <i>4/16/1957</i>	Phone Number <i>970522 5078</i>
--	-----------------------------------	------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager <i>Elmor Brown</i>	Date of Birth <i>4/16/1957</i>	Phone Number <i>970522 5078</i>
--	-----------------------------------	------------------------------------

Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager <i>director@logancountychamber.com</i>
---	--

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? <i>one</i>	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
--	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date <i>June 29, 2023</i>	Date <i>July 7, 2023</i>	Date <i>July 14, 2023</i>	Date <i>July 21, 2023</i>	Date <i>July 28, 2023</i>
Hours From <i>5p.m.</i>	Hours From <i>5p.m.</i>	Hours From <i>5p.m.</i>	Hours From <i>5p.m.</i>	Hours From <i>5p.m.</i>
To <i>10p.m.</i>	To <i>10p.m.</i>	To <i>10p.m.</i>	To <i>10p.m.</i>	To <i>10p.m.</i>
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

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

Signature <i>Elmor Brown</i>	Title <i>Executive Director</i>	Date <i>3/9/2023</i>
---------------------------------	------------------------------------	-------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City	Telephone Number of City/County Clerk
	<input type="checkbox"/> County	

Signature	Title	Date
-----------	-------	------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

JULY JAMZ BEER GARDEN CONTROL PLAN

1. The premises will be roped off with security monitoring the area.
2. There will be 2 entry/exit ways. Everyone will be ID checked and given a wrist band to be worn for identification for compliance. Two people will work the entry/exit to verify ID and wrist bands.
3. All workers will be given a list with rules and no one without a wrist band will be served. There will be 2 servers who will double check wrist bands before serving and one person to take payment and check again for wristband compliance.
4. The hours for service are 5:00pm to 10:00pm

QUITCLAIM DEED

THIS DEED is dated March 21, 2023, and is made between the DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, "Grantor", of the City and County of Denver and State of Colorado, and The Board of County Commissioners of Logan County, Colorado, "Grantee," whose legal address is 315 Main Street, Sterling, CO 80751 of the County of Logan and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of One Hundred Fifty Five Thousand DOLLARS and 00/100th, (\$155,000.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Logan and State of Colorado, described as follows:

Parcel Number: 999914500
Tract D, Block 3, Blue Bird Acres Tracts

also known by street address as: 1619 South 6th Avenue, Sterling, CO 80751
and assessor's schedule or parcel number: 999914500

Subject to any and all easements of record and to any and all utilities as constructed and for their maintenance as necessary.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

ATTEST:

Andrea Griner
Andrea Griner
Chief Clerk for Property Management

DEPARTMENT OF TRANSPORTATION
STATE OF COLORADO
Keith Stefanik
Keith Stefanik, P.E.
Chief Engineer

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 21 day of March, 2023, by Andrea Griner, Chief Clerk for Property Management and Keith Stefanik, P.E. as Chief Engineer of the Department of Transportation, State of Colorado.

Witness my hand and official seal.
My commission expires:

April 27, 2026



Jacqui F. MacDougall
Notary Public

Colorado Department of Transportation,
Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 4th day of April, 2023, by and between the County of Logan, State of Colorado, hereinafter called "County", and Xcel Energy the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): County Road 43, 900' East of county road 43

T: 9N R: 52W S: 28; and

WHEREAS, Applicant desires to install and construct a Electrical Distribution, which will be located (**Circle One**) along bore under, or trench across County Road 40, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$100.00** or **\$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct Electrical Distribution, described above, in the right of way of County Road 40, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than 5/31/23.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Xcel Energy
Right of Way
ROW2023-2 April 2023
County Road 40

Applicant hereby releases the County from any liability for damages caused by said Electrical Distribution _____, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

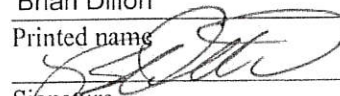
Other Provisions: N/A

Land Owner #1
Xcel Energy Printed name Brian Dillon

Signature
Land Owner #2

Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:

Brian Dillon
Printed name

Signature

Address: 502 S. 8th Ave Sterling, CO

Application Fee Paid _____

Date _____

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

Xcel Energy
Right of Way
ROW2023-2 April 2023
County Road 40

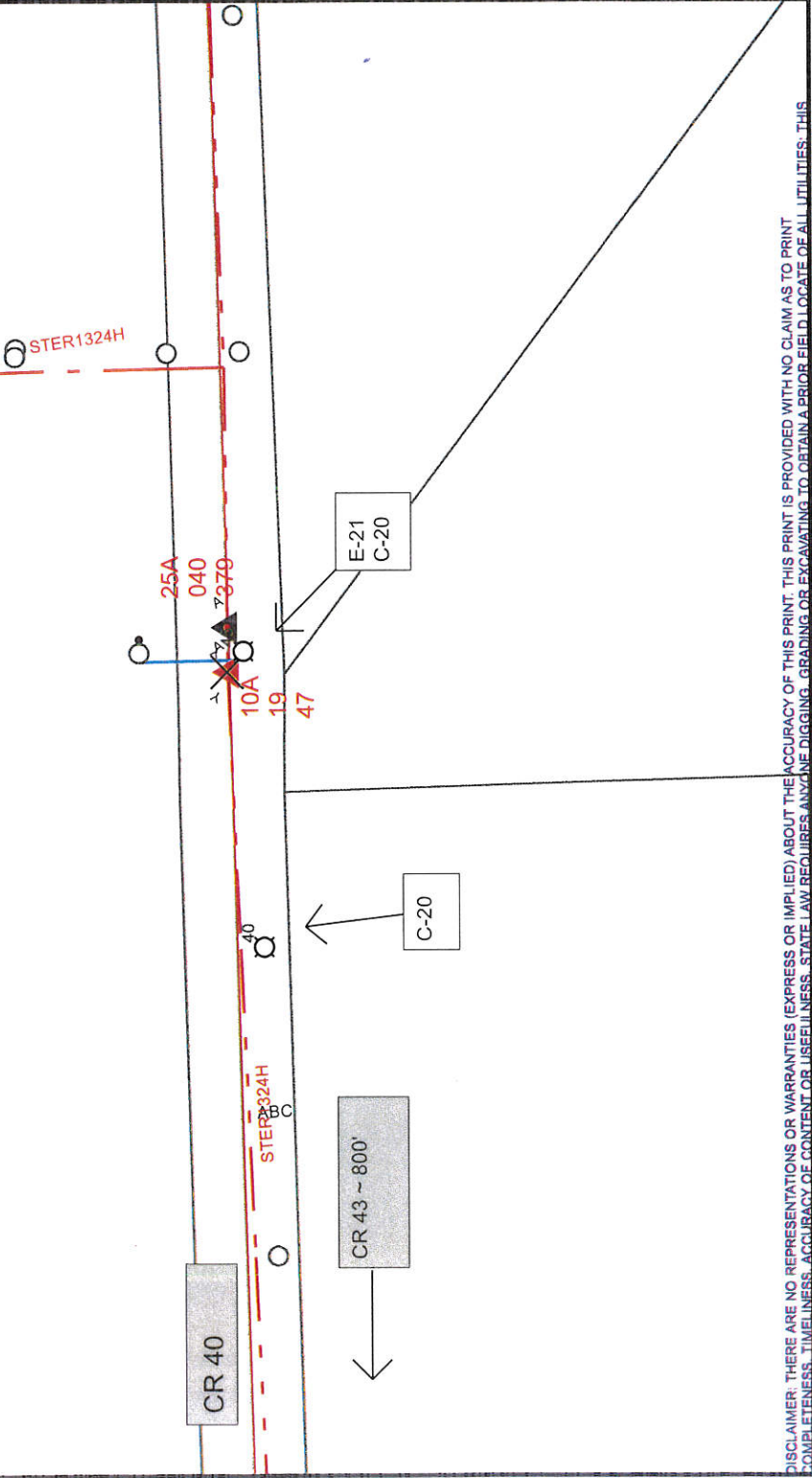
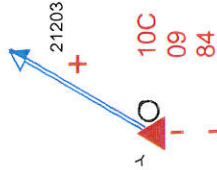


Replace the two poles shown as red circles above with upgraded/taller poles as shown in construction prints.

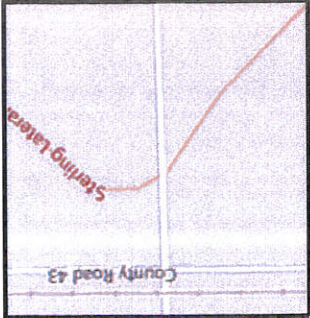
Xcel Energy
Right of Way
ROW2023-2 April 2023
County Road 40

Xcel Energy
Right of Way
ROW2023-2 April 2023
County Road 40

- REMOVE:**
- 1 - 40' CL 4 POLE
 - 1 - 35' CL 5 POLE
 - 1 - 10KVA OH XFMR
- INSTALL:**
- 1 - 40' CL 3 POLE
 - 1 - 45' CL 3 POLE
 - 1 - 25 KVA OH XFMR
 - 1 - CUTOUT
 - 1 - 10 A K-LINK FUSE
 - 1 - 3" U-GUARD



DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECIPIENT'S USE (OR ANY OTHER PARTIES' USE) OF THE PRINT, INCLUDING THE RECIPIENT'S INTENDED PURPOSE IN USING THE PRINT. NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN AUTHORIZED TO PROVIDE THIS PRINT FOR PLANNING OR ESTIMATING PURPOSES. RELY ON THIS PRINT AT YOUR OWN RISK. BY ACCEPTING THIS PRINT, THE RECIPIENT & ANY OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. For All Field Locates Call 811



NATE YOUNG
 970-520-3266

Work Order Information	
Service Request # :	000013574234
Design Number :	000001105702
Designer/Planner ID :	LMBT05
Designer/Planner Name :	TYSON LAMBERT
Designer/Planner Ph # :	970-521-1835
Manager Approval :	
Joint Utility	
E :	G :
T :	C :
Design Location	
Division :	HIGH PLAINS REGION
County :	Logan
City :	STERLING
Address :	20309 CR 40
T :	9N R : 52W S : 34
Map # :	2643512 03 Permit COUNTY
Electric	
Feeder:	STER1324Voltage: 120/240
Phase:	A BkupDevID:
Gas	
System:	Pressure:
Size :	Material :
Dead End :	
Work Order # :	
Date:	02/07/2023
Sketch:	1 OF 1
Scale:	1" equals 100'
CONSTRUCTION USE ONLY	
<input type="checkbox"/> NO CHANGES (BUILT AS DESIGNED)	
<input type="checkbox"/> CHANGES MADE AS INDICATED	
(ALL DIMENSIONS ARE AS SHOWN)	
MEASUREMENTS FROM THE FIELD SITE)	
RFIC	DATE
FOREMAN	
TEAM LEADER	

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 4th day of April, 2023, by and between the County of Logan, State of Colorado, hereinafter called "County", and PCtelcom the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): (T7N, R51W, N1/2 sec 11)
130' along Co Rd 24; and

WHEREAS, Applicant desires to install and construct a Fiber Optic Line, which will be located (Circle One): along, bore under, or trench across Co Rd 24, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct Fiber Optic Line, described above, in the right of way of Co Rd 24, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than June 2, 2023.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

PCtelcom
Right of Way
ROW2023-3 April 2023
County Road 24

Applicant hereby releases the County from any liability for damages caused by said Fiber Optic Line, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

Other Provisions: _____

Land Owner #1

Printed name

Signature

Land Owner #2

Printed Name

Signature

Individual Right-of-Way Permit Applicant:

PC Telcom (Steve Beavers)

Printed name

Steve Beavers
Signature

Address: 240 S. Interoccean Ave.
Holyoke, CO 80734
(970) 854-2201

Application Fee Paid \$ 50.00

Date 3/23/2023

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

Reardon Hill

Write a description for your map.

Legend

 130' Fiber Optic Line

PCtelcom
Right of Way
ROW2023-3 April 2023
County Road 24

Google Earth

200 ft



59

24

11-7-51



AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 4th day of April, 2023, by and between the County of Logan, State of Colorado, hereinafter called "County", and PCtelcom the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): (T7N, R51W, S 1/2 sec 2)
(T7N, R51W, N 1/2 sec 11) 60' Bore under Co Rd 24 and

WHEREAS, Applicant desires to install and construct a Fiber Optic Line, which will be located (Circle One): along, bore under or trench across Co Rd 24, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$100.00** or **\$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct Fiber Optic Line, described above, in the right of way of Co Rd 24, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than June 2, 2023.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

PCtelcom
Right of Way
ROW2023-4 April 2023
County Road 24

Applicant hereby releases the County from any liability for damages caused by said Fiber Optic Line, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

Other Provisions: _____

Land Owner #1 _____ Printed name _____

Signature _____

Land Owner #2 _____ Printed Name _____

Signature _____

Individual Right-of-Way Permit Applicant:

PCtelcom (Steve Beavers)

Printed name _____

Signature Steve Beavers

Address: 240 S. Interoccean Ave.
Holyoke, CO 80734
(970) 854-2201

Application Fee Paid \$ 100.00

Date 3/23 / 2023

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

Reardon Hill

Write a description for your map.

Legend

 60' Bore

PCtelcom

Right of Way

ROW2023-4 April 2023

County Road 24

Google Earth

200 ft



59

24



11-7-51



Lisa Williams

From: Steve Beavers <Steve.Beavers@pctelcom.org>
Sent: Tuesday, March 28, 2023 2:27 PM
To: Lisa Williams
Subject: RE: Right of way permits

Lisa,
We will bore under Co Rd 24 at the intersection of Co Rd 59 into an existing fiber handhole and pull back a Fiber cable. We will then plow the Fiber cable going SW in the South ROW for approximately 130', at that point we will go South into private land.
The bore and the plowing will be at a depth of 48".
Thanks,

From: Lisa Williams <lwilliams@logancountyco.gov>
Sent: Tuesday, March 28, 2023 2:10 PM
To: Steve Beavers <Steve.Beavers@pctelcom.org>
Subject: Right of way permits

Good afternoon,

I received your applications. I need narratives to go with each one that explains the projects on County Road 24.

Thank you,

Lisa Williams

Logan County Planning & Zoning
315 Main St., Sterling, CO 80751
970-522-7879 ext. 226

**AGREEMENT FOR SALE OF MITIGATION CREDITS
FRONT RANGE MITIGATION BANK
USACE File No. NWO-2019-00474-DEN**

This Agreement (“Agreement”) is entered into this _____ day of _____, 2023, by and between WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company, located at 1400 Jack Warner Parkway NE, Tuscaloosa, Alabama 35404 (“Bank Owner”) and LOGAN COUNTY, COLORADO, located at 12603 County Road 33, Sterling, Colorado 80751 (“Project Applicant”), jointly referred to as the (“Parties,”) as follows:

RECITALS

- A. The Bank Owner has developed the Front Range Mitigation Bank (“Bank”) located in Morgan County, Colorado; and
- B. The Bank was approved by the US Army Corps of Engineers (“USACE”) on February 3rd, 2022, and is currently in good standing with this agency; and
- C. The Bank has received approval from the USACE to offer Wetland Mitigation Credits (the “Wetland Mitigation Credits” which is sometimes referred to herein as a “Mitigation Credit”) for sale as compensation for the loss of wetland and stream function through the Front Range Mitigation Banking Instrument (Bank Agreement); and
- D. Project Applicant is seeking to implement the project described in Exhibit “A” attached hereto (“Project”), which would unavoidably and adversely impact wetland resources, and seeks to compensate for the loss of wetlands by purchasing Mitigation Credits from the Bank; and
- E. Project Applicant has been authorized by the USACE Permit No. **NWO-2020-01641-DEN**, to purchase from the Bank **0.1 Wetland Mitigation Credits** upon confirmation by the Bank Owner of Mitigation Credit availability/adequate balance of Mitigation Credits remaining for sale; and
- F. The minimum Mitigation Credit unit for purchase at the Bank is no less than one-hundredth of a credit; and
- G. Project Applicant desires to purchase from the Bank and the Bank desires to sell to Project Applicant **0.1 Wetland Mitigation Credits**;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The Bank hereby sells to Project Applicant and Project Applicant hereby purchases from the Bank **0.1 Wetland Mitigation Credits** for the purchase price of **\$25,000.00**. The Bank will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit “B”. The purchase price for said Mitigation Credits shall be paid by cashier’s check or, at the option of the Bank, wire transfer of funds according to written instructions by the Bank to Project Applicant. The Bank shall then issue a payment receipt to Project Applicant in the form as attached hereto and marked Exhibit “C”.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.
3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Mitigation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Mitigation Credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, the Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Mitigation Credits sold to Project Applicant. The Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Mitigation Credits by all state or federal jurisdictional agencies.
4. The Mitigation Credits sold and transferred to Project Applicant shall be nontransferable and non-assignable and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.
5. Project Applicant must exercise his/her/its right to purchase the Mitigation Credits within 30 days of the date of this Agreement. After the 30-day period this Agreement will be considered null and void.
6. Upon purchase of the Mitigation Credits specified in paragraph E above, the Bank shall submit to the parties listed in the Notices section of the Bank Agreement, copies of the: a) Agreement for Sale of Mitigation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Mitigation Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Mitigation Credits Authorized to Sell; viii) Total Number of Mitigation Credits Sold to Date (inclusive); and ix) Balance of all Mitigation Credits Available. The inventory / ledger should include all sales data from the Bank opening/establishment to the present.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BANK:

FRONT RANGE MITIGATION BANK

By: _____ Date: _____

PROJECT APPLICANT:

LOGAN COUNTY, COLORADO

By: _____ Date: _____

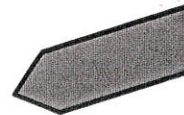


Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

[Bridge LOG93-60.5-243 Replacement Project
USACE No. NWO-2020-01641-DEN)],
Logan County, Colorado

The project involves a bridge replacement project which will permanently discharge fill material into 0.022-acre of the South Platte River and 0.2-acres of jurisdictional wetlands. The previous bridge structure was washed out in a 2016 flood event. Temporary impacts include 0.17 acres of the South Platte River and 0.05 acres of wetlands. The current shoofly will be removed, and the area restored. The project site is located at Latitude 40.874092°, Longitude -102.690264°, within Section 2, Township 10 N, Range 48 W, in Logan County, Colorado.

The permanent loss of 0.2 acres of wetlands will be mitigated through the purchase of 0.1 wetland mitigation credits from Front Range Mitigation Bank.

Exhibit "B"

BILL OF SALE

USACE File # NWO-2019-00474-DEN

USACE Permit # NWO-2020-01641-DEN

In consideration of **\$25,000.00**, receipt of which is hereby acknowledged, **Westervelt Ecological Services, LLC**, a Delaware limited liability company, located at 1400 Jack Warner Parkway NE, Tuscaloosa, Alabama 35404, does hereby bargain, sell and transfer to the **Logan County, Colorado**, located at 12603 County Road 33, Sterline, CO, 80751 (Project Applicant), **0.1 wetland Mitigation Credits** in the *Front Range Mitigation Bank* in Morgan County, Colorado, developed, and approved by the US Army Corps of Engineers.

Westervelt Ecological Services represents and warrants that it has good title to the Mitigation Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Westervelt Ecological Services covenants and agrees with the Project Applicant to warrant and defend the sale of the Mitigation Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company
FRONT RANGE MITIGATION BANK

By: _____ Date: _____

Exhibit "C"

Front Range Mitigation Bank

PAYMENT RECEIPT

PARTICIPANT INFORMATION

Name: Logan County, Colorado
Address: 12603 County Road 33, Sterling, CO 80751
Telephone: 970.520.6317
Contact: Mr. Jeff Reeves

PROJECT INFORMATION

Project Description: Bridge LOG93-60.5-243 Replacement Project
USACE Permit Number: NOW-2020-01641-DEN
Resource Affected: Waters of the U.S.
Mitigation Credits to be Purchased: 0.1
Payment Amount: \$25,000.00
Project Location: latitude 40.874092, longitude -102.690264
County/Address: Logan County, Colorado

PAYMENT INFORMATION

Payee: Westervelt Ecological Services, LLC
Payer: Logan County, Colorado
Amount: Twenty Five Thousand Dollars
Method of payment: Cash ___ Check No. _____ Money Order ___ ACH Wire _____
Received by: _____ Date: _____
(Signature)
Name: _____ Title: _____