



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, August 3, 2021 - 9:30 a.m.**

**Call to Order**  
**Pledge of Allegiance**  
**Revisions to Agenda**  
**Consent Agenda**

Approval of the Minutes of the July 20, 2021 meeting.

Acknowledge the receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of July, 2021.

Acknowledge the receipt of the Sheriff's fee report for the months of May and June, 2021.

Approval of an application for renewal of a Fermented Malt Beverage On/Off Retail Liquor License on behalf of Lu's Buffalo Stop, Inc. 32351 County Road #52, Iliff, CO 80736.

**Unfinished Business**

Consideration of the award of the proposal from an Energy Service Company (ESCO) for an investment grade audit and an energy performance contracting project proposal.

**New Business**

The Board will open proposals for the design materials and labor for construction of a 60' wide by 120' long metal building/pole barn to be built at the Logan County Landfill.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Buffalo RE-4J School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Haxtun School District RE-2J for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

Consideration of the approval of Resolution 2021-25 approving the amendment of Special Use Permit #199 issue to Advantage Land and Livestock, LLC to provide for additional waste water storage for an existing cattle feedlot in Logan County, Colorado.

Consideration of the approval of Resolution 2021-26 for a Subdivision Exemption on behalf of BNC Ventures, LLC to create a 9.92-acre parcel from a 482-acre parcel in an Agricultural (A) zone district in the South Half of the Northeast Quarter of the Northeast Quarter of Section 33, Township 7, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2021-27 granting a Conditional Use Permit (CUP) #251 to Pacific Wind Development, LLC for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and

to assess siting of proposed wind energy project, to be located in the Northeast quarter of the Northwest quarter of Section 29, Township 7 North, Range 49 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2021-28 granting a Conditional Use Permit (CUP) #252 to Pacific Wind Development, LLC for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Northeast quarter of the Northeast quarter of Section 31, Township 6 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2021-29 granting a Conditional Use Permit (CUP) #253 to Pacific Wind Development, LLC for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Southeast quarter of the Southeast quarter of Section 34, Township 6 North, Range 51 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2021-30 for a Subdivision Exemption on behalf of Darrell and Esther J. Whittington to create a 3.85-acre parcel from a 160-acre parcel in an Agricultural (A) zone district in the Northeast Quarter (NE1/4) of Section 33, Township 6 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Doug Scholten and issuance of Right of Way Permit No. 2021-18 for use of the County Right of Way across County Road 95 for a water line.

Consideration of the approval of an agreement between Logan County and Dennis Schulte and issuance of Right of Way Permit No. 2021-19 for use of the County Right of Way under County Road 25 for a water line.

Consideration of the approval of an Agreement for Services between Logan County and International Data Base Corp. doing business under the trade name BidNet for provision of a web-based solicitation system, providing on-line bidding services, including maintenance and support services.

#### **Other Business**

#### **Miscellaneous Business/Announcements**

The next meeting will be scheduled for Tuesday, August 17, 2021, at 9:30 a.m. at the Logan County Courthouse.

#### **Executive Session as Needed**

#### **Adjournment**

July 20, 2021

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

Byron H. Pelton	Chairman
Jane E. Bauder	Commissioner
Joseph A. McBride	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Rob Quint	Logan County Planning and Zoning
Chance Wright	Logan County Buildings and Grounds
Debbie Unrein	Logan County Finance
Don Masin	Knights of Columbus
Bob Montgomery	Knights of Columbus
Dave Conley	Lodging Tax Board
Cindy Hoal	
Jeff Rice	Journal Advocate

Chairman Pelton called the meeting to order at 9:33 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda. Commissioner McBride moved to add Logan County services project for the Bobby Jones Pier Purpose Mentorship Program in the amount of \$175,000.00. Commissioner Bauder seconded and the motion carried 3-0. Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the July 6, 2021 meeting.
- Acknowledge receipt of the Treasurer's Report for June, 2021.
- Acknowledge receipt of the Semi-Annual Report of the Logan County Treasurer for the period January 1, 2021 through June 30, 2021.
- Acknowledge receipt of the Clerk and Recorder's Report for June, 2021.

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

Chairman Pelton continued with New Business:

Chairmen Pelton opened a public hearing for consideration of the approval of an application for Special Events 6% Malt, Vinous and Spirituous Liquor License on behalf the Knights Home of Sterling to operate a beer garden at the Logan County Fair July 30 and August 3-8, 2021. Hearing no further comments. Commissioner Pelton closed the public hearing.

- Don Masin reviewed the process for the Knights beer garden.

Commissioner McBride moved to approve an application for Special Events 6% Malt, Vinous and Spirituous Liquor License on behalf the Knights Home of Sterling to operate a beer garden at the Logan County Fair July 30 and August 3-8, 2021. Commissioner Bauder seconded and the motion carried 3-0.

The Board opened proposals from Energy Service Companies (ESCO) for an investment grade audit and an energy performance contracting project proposal.

- Millig Design Build with a maximum price of \$3,242,135.00

Commissioner Bauder moved accept the proposals from Energy Service Companies (ESCO) for an investment grade audit and an energy performance contracting project proposal and refer them to Chance Wright for review and recommendation back to the board. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve the Logan County Lodging Tax Board project for Miles Partnership/CTO Media in the amount of \$16,621.50. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2021-24 for a Subdivision Exemption on behalf of Paul W. Fehringer and Peggy A. Fehringer Living Trust to create a 11.78-acre parcel from a 482 -acre parcel in an Agricultural (A) District in the Northwest Quarter (NW1/4) of Section 10, Township 11 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve an agreement between Logan County and Viaero Fiber Networks, LLC and issuance of Right of Way Permit #2021-15 for use of the County Right of Way by boring under Logan County Road 31.5 for a new fiber conduit route. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit #2021-17 for use of the County Right of Way by boring under Logan County Road 34 for an electrical distribution. Commissioner McBride seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Aims Community College for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021 and authorize the Chairmen to sign. Commissioner McBride seconded and the motion carried 3-0.

Chairmen McBride moved to rescinded the Declaration of Local Disaster Emergency Resolution adopted March 17, 2020 during the 2020 COVID-19 Epidemic. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve the Logan County Service contract between Logan County, Merino High School, Fleming High School and Peetz High School for the Bobby Jones Pier Purpose Mentorship Program in the amount of \$175,000.00 and allow the Chairmen to sign. Commissioner McBride seconded and the motion carried 3-0.

## **Other Business**

The next meeting will be scheduled for Tuesday, August 2, 2021, at 9:30 a.m. at the Logan County Courthouse.



There being no further business to come before the Board, the meeting adjourned at 9:45 a.m.

Submitted by:

  
Logan County Clerk & Recorder

Approved: August 2, 2021

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Byron Pelton, Chairman

Attest:

\_\_\_\_\_  
Logan County Clerk & Recorder





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

County of Logan Month of July 2021

Telephone Calls	from vets 81 to vets 67	concerning vets 11 Total calls = 159
Appointments	office 25 home 11	Total appointments = 36
Outreach	-0-	-0-
Total Served	195	inquiries 09 / emails 63 (from/to/about vets)
Surveys Submitted	04	

**WIG #1** Governor's Challenge initiative adopted: (# of times shared)

☒ Lethal Means Safety Video ☒ Gate Keeper Training ☒ Caring Contacts

**WIG #2** How many trainings (virtual or in person) have you participated in this month? 04

**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:

☒ 35 hours per week or fewer

☐ 36 hours per week or more

For the month of July, 2021 from Logan county.

Raynie  
Signature of County Veterans Service Officer

07/30/2021  
Date

**Certification by County Commissioner or Designee**

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

\_\_\_\_\_  
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 15<sup>th</sup> day the following month to:

Colorado Division of Veterans Affairs West  
482 28 Road  
Grand Junction, CO 81501  
Jessica.quackenbush@state.co.us





CIVIL PAYMENTS						
May-21						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/11/2021	810	31579	2021-226	\$ 45.00	\$ 17.00	\$ 28.00
5/11/2021	811	301692	2021-233	\$ 35.00	\$ 15.00	\$ 20.00
6/1/2021	812	12773	2021-271	\$ 51.00	\$ 15.00	\$ 36.00
Total Owed to County						\$ 84.00

\* emailed to  
Jennifer  
07.21.2021 (8)

CIVIL PAYMENTS CREDIT CARDS					
May-21					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/4/2021		2021-218	\$ 35.00		\$ 35.00
5/5/2021		2021-227	\$ 35.00		\$ 35.00
5/6/2021		2021-235	\$ 35.00		\$ 35.00
5/11/2021		2021-234	\$ 40.00		\$ 40.00
5/12/2021		2021-238	\$ 35.00		\$ 35.00
5/13/2021		2021-245	\$ 48.00		\$ 48.00
5/13/2021		2021-239	\$ 35.00		\$ 35.00
5/20/2021		2021-258/259	\$ 70.00		\$ 70.00
5/20/2021		2021-248	\$ 45.00		\$ 45.00
5/26/2021		2021-269	\$ 80.00		\$ 80.00
Total Owed to County					\$ 458.00

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
May-21					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/5/2021			\$ 12.00		\$ 12.00
5/20/2021			\$ 12.00		\$ 12.00
5/20/2021			\$ 12.00		\$ 12.00
5/24/2021			\$ 50.00		\$ 50.00
Total Owed to County					\$ 86.00

CHP CREDIT CARDS			
May-21			
Date		Amount	Amount Owed to County
5/3/2021		\$ 152.50	\$ 152.50
5/3/2021		\$ 152.50	\$ 152.50
5/4/2021		\$ 63.00	\$ 63.00
5/4/2021		\$ 152.50	\$ 152.50
5/11/2021		\$ 63.00	\$ 63.00
5/11/2021		\$ 152.50	\$ 152.50
5/12/2021		\$ 152.50	\$ 152.50
5/12/2021		\$ 152.50	\$ 152.50
5/12/2021		\$ 152.50	\$ 152.50
5/13/2021		\$ 152.50	\$ 152.50
5/14/2021		\$ 63.00	\$ 63.00
5/18/2021		\$ 152.50	\$ 152.50
5/19/2021		\$ 152.50	\$ 152.50
5/19/2021		\$ 152.50	\$ 152.50
5/20/2021		\$ 152.50	\$ 152.50
5/20/2021		\$ 152.50	\$ 152.50
5/20/2021		\$ 152.50	\$ 152.50
5/21/2021		\$ 152.50	\$ 152.50
5/21/2021		\$ 152.50	\$ 152.50
5/21/2021		\$ 15.00	\$ 15.00
5/26/2021		\$ 152.50	\$ 152.50
Total Owed to County			\$ 2,796.50

CIVIL CHECKS	\$	84.00	
CIVIL CREDIT CARDS	\$	458.00	
RECORDS/VIN/FINGERPRINTS CREDIT CARDS	\$	86.00	
CHP CREDIT CARDS	\$	2,796.50	
TOTAL PAID TO GENERAL FUND	\$	3,424.50	Check#813
DEPOSIT TAKEN TO BANK OF COLORADO	\$	131.00	

CIVIL PAYMENTS						
Jun-21						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/3/2021	814	4412	2021-274	\$ 35.00	\$ 15.00	\$ 20.00
6/10/2021	815	301795	2021-276	\$ 35.00	\$ 15.00	\$ 20.00
6/10/2021	816	CASH	2021-279	\$ 35.00	\$ 15.00	\$ 20.00
6/22/2021	817	301847	2021-314	\$ 25.00	\$ 5.00	\$ 20.00
6/28/2021	818	1153	2021-319	\$ 40.00	\$ 15.00	\$ 25.00
				Total Owed to County		\$ 105.00

\* emailed to  
Jennifer  
07.21.2021 (8)

CIVIL PAYMENTS CREDIT CARDS					
Jun-21					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/3/2021		2021-273	\$ 45.00		\$ 45.00
6/9/2021		2021-283/284	\$ 45.00		\$ 45.00
6/10/2021		2021-266	\$ 30.00		\$ 30.00
6/11/2021		2021-285	\$ 35.00		\$ 35.00
6/16/2021		2021-301	\$ 35.00		\$ 35.00
6/16/2021		2021-293/294	\$ 50.00		\$ 50.00
6/17/2021		2021-292	\$ 35.00		\$ 35.00
6/17/2021		2021-296	\$ 40.00		\$ 40.00
6/21/2021		2021-308/309	\$ 45.00		\$ 45.00
6/22/2021		2021-302/303	\$ 70.00		\$ 70.00
6/23/2021		2021-317	\$ 40.00		\$ 40.00
6/28/2021		2021-278	\$ 35.00		\$ 35.00
Total Owed to County					\$ 505.00

NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Jun-21					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/7/2021			\$ 12.00		\$ 12.00
6/16/2021			\$ 42.00		\$ 42.00
6/17/2021			\$ 12.00		\$ 12.00
6/18/2021			\$ 12.00		\$ 12.00
6/22/2021			\$ 12.50		\$ 12.50
6/14/2021			\$ 50.00		\$ 50.00
		Total Owed to County			\$ 140.50

CHP CREDIT CARDS			
Jun-21			
Date		Amount	Amount Owed to County
6/2/2021		\$ 152.50	\$ 152.50
6/4/2021		\$ 152.50	\$ 152.50
6/4/2021		\$ 152.50	\$ 152.50
6/4/2021		\$ 152.50	\$ 152.50
6/7/2021		\$ 63.00	\$ 63.00
6/7/2021		\$ 63.00	\$ 63.00
6/8/2021		\$ 152.50	\$ 152.50
6/9/2021		\$ 63.00	\$ 63.00
6/9/2021		\$ 152.50	\$ 152.50
6/9/2021		\$ 152.50	\$ 152.50
6/18/2021		\$ 152.50	\$ 152.50
6/18/2021		\$ 152.50	\$ 152.50
6/18/2021		\$ 63.00	\$ 63.00
6/22/2021		\$ 63.00	\$ 63.00
6/23/2021		\$ 63.00	\$ 63.00
6/24/2021		\$ 63.00	\$ 63.00
6/28/2021		\$ 152.50	\$ 152.50
6/28/2021		\$ 152.50	\$ 152.50
6/28/2021		\$ 152.50	\$ 152.50
6/29/2021		\$ 152.50	\$ 152.50
		Total Owed to County	\$ 2,423.50

CIVIL CHECKS	\$	105.00	
CIVIL CREDIT CARDS	\$	505.00	
RECORDS/VIN/FINGERPRINTS CREDIT CARDS	\$	140.50	
CHP CREDIT CARDS	\$	2,423.50	
TOTAL PAID TO GENERAL FUND	\$	3,174.00	Check#819
DEPOSIT TAKEN TO BANK OF COLORADO	\$	170.00	



**LU'S BUFFALO STOP INC**  
**32351 COUNTY RD #52**  
**Iliff CO 80736**

Fees Due	
Renewal Fee	Waived due to 20B-001
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex \$160.00 per facility	Waived due to 20B-001
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>LU'S BUFFALO STOP INC</b>		Doing Business As Name (DBA) <b>LU'S BUFFALO STOP INC</b>		
Liquor License # <b>15-29709-0000</b>	License Type <b>Fermented Malt Beverage On/Off</b>	Sales Tax License # <b>15297090000</b>	Expiration Date <b>09/03/2021</b>	Due Date <b>07/20/2021</b>
Business Address <b>32351 COUNTY RD #52 Iliff CO 80736</b>		County <b>Logan</b>	Phone Number <b>9705220226</b>	
Mailing Address <b>32351 COUNTY RD #52 Iliff CO 80736</b>		Email		
Operating Manager	Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? <b>Yes</b> No Are the premises owned or rented? <b>Owned</b> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <b>No</b>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <b>No</b>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <b>No</b>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <b>No</b>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <b>No</b>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had a liquor beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <b>No</b>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <b>No</b>				

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Title

*Luann K Fundus*

*owner / Secretary*

Signature

*Luann K Fundus*

Date

*11-14-21*

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

Date

Signature

Title

Attest







LOGAN COUNTY SOLID WASTE  
315 MAIN STREET  
STERLING, COLORADO 80751

MATT CHRISP, SUPERVISOR  
CELL: 970-520-9451  
OFFICE PHONE: 970-522-8657  
FAX: 970-522-1995  
EMAIL: MATTC@LOGANCOUNTYCO.GOV

## REQUEST FOR PROPOSALS

07/7/2021

The Logan County Landfill is seeking proposals from qualified contractors to provide design, materials and labor for construction of a 60' wide by 120' long, metal building/pole barn at the Landfill site.

We need comparative proposals for the design/construction of both a Metal Building (With Metal Frame) and a "Pole Barn" (Wood Frame) building.

Sealed proposals must be submitted by 5:00 p.m., August 2, 2021 to the office of the Logan County Commissioners, 315 Main Street, Sterling. Said bids will be opened at 9:30 a.m. Tuesday, August 3, 2021.

Please contact Matt Chrisp, Landfill Supervisor, for more information on construction scope of work: 970-522-8657 (office); 970-520-9451 (cell); E-mail: [matte@logancountyco.gov](mailto:matte@logancountyco.gov)

The Board of County Commissioners reserves the right to reject any proposal and to accept the proposal deemed to be in the best interest of Logan County.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO



JUL 28 2021

CLERK &amp; REC

INTERGOVERNMENTAL AGREEMENT

## Coordinated Election

November 2, 2021

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of June, 2021, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Buffalo RE-4J School District** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 2, 2021**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:  
       Ballot Issue (TABOR)        Ballot Questions   X   Candidates
2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk, and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.
5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
  - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
  - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 24, 2021**). [Section 1-7-116(2), C.R.S.]
  - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

**ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:**

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entity's percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices,



temporary labor, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

County Clerk will submit to the Entity a statement for its portion of the election cost. (cost incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **which shall be payable by December 31 in the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

## 2. **BALLOT CERTIFICATION:**

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 3, 2021**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issue and/or ballot questions shall be final as submitted and the County Clerk will not be responsible for making any changes after the certification.

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov) and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side

only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

The Entity is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise and must sign off on the ballot proof before the ballot will be printed. (*unless requested sooner by the printer*).

- a) **Audio Ballot Format-** to be in compliance with statutes and rules, the County Clerk will accept recorded pronunciations of candidates' names in any format which may be able to be used by our office. (See Exhibit B).

3. **CONDUCT OF THE ELECTION:**

Entity will provide the Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Entity or other designated person to execute this Agreement.

4. **ELECTION JUDGES:**

Entity shall provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

5. **CALL FOR NOMINATIONS:**

Entity is responsible for publication of a call for nominations, if applicable.

6. **PETITIONS - PREPARATION AND VERIFICATION:**

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to: issue approval of nominating petition, as to form, where



appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF ADDRESS LIBRARY:**

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70<sup>th</sup>) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 24, 2021.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 3, 2021.**

9. **ELECTION DAY ACTIVITIES:**

Entity shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

Maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 20, 2021.** [Section 1-7-904, C.R.S.] See Exhibit C.

The Entity will provide all completed Article X, Section 20 notices in hard copy and via email to [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov) . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-through, or symbols).

The Entity is responsible for assuring that the time lines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet the Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

The Entity is responsible for the process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments.

**11. SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list but are not included on the County's registered voter list. The Entity is also responsible for verifying that each of the eligible electors on the prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 3, 2021,** and must include the voter's full name, mailing address, and Colorado Voter ID number.

**12. RECOUNT:**

Entity will provide personnel, as requested by County Clerk, to assist in the event a recount is necessary. In the event County Clerk must appoint judges to represent Entity, a fee of \$20.00 per hour per judge will be assessed to Entity. Appointees of Entity will be sworn in and deputized as an election judge.

**13. WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the Coordinated election (**Monday, August 30, 2021**) and forward a copy by fax or email daily to the County Clerk.



14. **CANCELLATION OF ELECTION:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the Entity, expenses incurred by the County Clerk on behalf of Entity relating to the election, both before and after the County Clerk's receipt of such notice, will be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice. No Election may be cancelled in part.

**Tuesday, August 31, 2021** (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

**Friday, October 8, 2021** (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal

or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:** The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.
20. **LIMITATIONS OF DAMAGES:** If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

**COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:**

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (for costs incurred by the county and not billed directly to the Entity by an outside



vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 3, 2021,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity is solely responsible for the language, content, and accuracy of the ballot content. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 3, 2021.**

The certified list of candidates, ballot issue and or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

If requested by the County Clerk the Entity will provide personnel to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be

charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

A maximum of three (3) people, to be appointed as election judges, will be provided by the Entity (if needed) to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges will be determined by the County Clerk.

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 13, 2021 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.



Entities may designate one person, to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center, and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

13. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

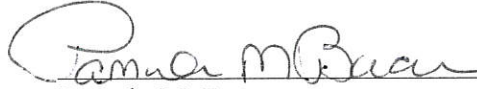
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site:  
<https://www.sos.state.co.us/voter-classic/Login.do>.

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 3, 2021,** and must include the voter's full name, mailing address, and Colorado Voter ID number.

THE PARTIES will implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

**LOGAN COUNTY CLERK AND RECORDER**



Pamela M. Bacon

315 Main Street, Ste. 3, Sterling, CO 80751

Phone: (970) 522-1544

Fax: (970) 522-2063

Email: [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov)

**APPROVED:**

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

Attest:

\_\_\_\_\_  
Logan County Clerk and Recorder

(seal)

By: 

Chairman of the Board

**Buffalo RE-4J School District**

By: 

Printed Name: Robert Sanders

Title: Superintendent

Designated Election Official for the Entity:

Julie Tramp

Mailing Address: P.O. Box 198

Merino CO 80741

Phone: (970) 522 - 7424 x 1111

Fax: (970) 522 - 1541

Email: trampj@merino.k12.co



## INTERGOVERNMENTAL AGREEMENT

### **Coordinated Election**

**November 2, 2021**

THIS AGREEMENT is made and entered into this 30 day of July, 2021, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Haxtun School District RE-2J** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 2, 2021**, as a **"Coordinated Election"** as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a **"Mail-in Ballot Election."** The type of election to be held is:

       Ballot Issue (TABOR)           Ballot Questions      X   Candidates

2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk, and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.
5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
  - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
  - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 24, 2021**). [Section 1-7-116(2), C.R.S.]
  - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

**ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:**

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entity's percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices,



temporary labor, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

County Clerk will submit to the Entity a statement for its portion of the election cost. (cost incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **which shall be payable by December 31 in the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

## **2. BALLOT CERTIFICATION:**

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 3, 2021**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issue and/or ballot questions shall be final as submitted and the County Clerk will not be responsible for making any changes after the certification.

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov) and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side

only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

The Entity is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise and must sign off on the ballot proof before the ballot will be printed. (*unless requested sooner by the printer*).

- a) **Audio Ballot Format-** to be in compliance with statutes and rules, the County Clerk will accept recorded pronunciations of candidates' names in any format which may be able to be used by our office. (See Exhibit B).

### 3. **CONDUCT OF THE ELECTION:**

Entity will provide the Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Entity or other designated person to execute this Agreement.

### 4. **ELECTION JUDGES:**

Entity shall provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

### 5. **CALL FOR NOMINATIONS:**

Entity is responsible for publication of a call for nominations, if applicable.

### 6. **PETITIONS - PREPARATION AND VERIFICATION:**

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to: issue approval of nominating petition, as to form, where



appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF ADDRESS LIBRARY:**

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70<sup>th</sup>) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 24, 2021.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 3, 2021.**

9. **ELECTION DAY ACTIVITIES:**

Entity shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

Maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 20, 2021.** [Section 1-7-904, C.R.S.] See Exhibit C.

The Entity will provide all completed Article X, Section 20 notices in hard copy and via email to [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov) . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-through, or symbols).

The Entity is responsible for assuring that the time lines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet the Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

The Entity is responsible for the process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments.

**11. SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list but are not included on the County's registered voter list. The Entity is also responsible for verifying that each of the eligible electors on the prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 3, 2021,** and must include the voter's full name, mailing address, and Colorado Voter ID number.

**12. RECOUNT:**

Entity will provide personnel, as requested by County Clerk, to assist in the event a recount is necessary. In the event County Clerk must appoint judges to represent Entity, a fee of \$20.00 per hour per judge will be assessed to Entity. Appointees of Entity will be sworn in and deputized as an election judge.

**13. WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the Coordinated election (**Monday, August 30, 2021**) and forward a copy by fax or email daily to the County Clerk.



14. **CANCELLATION OF ELECTION:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the Entity, expenses incurred by the County Clerk on behalf of Entity relating to the election, both before and after the County Clerk's receipt of such notice, will be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice. No Election may be cancelled in part.

**Tuesday, August 31, 2021** (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

**Friday, October 8, 2021** (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal



or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:** The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.
20. **LIMITATIONS OF DAMAGES:** If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

**COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:**

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (for costs incurred by the county and not billed directly to the Entity by an outside

vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 3, 2021**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity is solely responsible for the language, content, and accuracy of the ballot content. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 3, 2021.**

The certified list of candidates, ballot issue and or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

If requested by the County Clerk the Entity will provide personnel to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be



charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

A maximum of three (3) people, to be appointed as election judges, will be provided by the Entity (if needed) to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges will be determined by the County Clerk.

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 13, 2021 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.



Entities may designate one person, to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center, and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

13. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

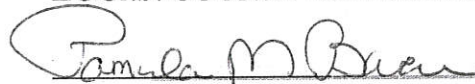
The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site:  
<https://www.sos.state.co.us/voter-classic/Login.do>.

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 3, 2021,** and must include the voter's full name, mailing address, and Colorado Voter ID number.



THE PARTIES will implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

**LOGAN COUNTY CLERK AND RECORDER**



Pamela M. Bacon

315 Main Street, Ste. 3, Sterling, CO 80751

Phone: (970) 522-1544

Fax: (970) 522-2063

Email: [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov)

**APPROVED:**

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

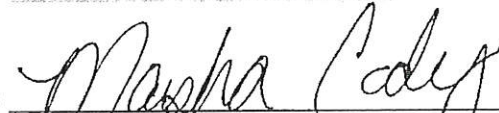
Attest:

\_\_\_\_\_  
Logan County Clerk and Recorder

(seal)

By: \_\_\_\_\_  
Chairman of the Board

**Haxtun School District RE-2J**

By: 

Printed Name: Marsha Cody

Title: Superintendent

Designated Election Official for the Entity:

Maureen (Mimi) Weaver

Mailing Address: 201 W Powell St

Haxtun, CO 80731

Phone: (970) 774 - 6111

Fax: (NA) - \_\_\_\_\_

Email: mimiweaver@haxtunK12.org

**Vision:** Haxtun Schools empower students to engage in high quality learning in a safe, healthy and caring environment in order for every student to become a productive learner and successful citizen.



**HAXTUN SCHOOL DISTRICT RE-2J  
RECORD OF PROCEEDINGS  
Board of Education Regular Meeting  
TUESDAY, July 20, 2021  
At 7:00 P.M. In the High School Meeting Room**

**Mission: Engage to Learn, Educate to Succeed, Empower to Lead**

**MEETING AGENDA**

**CALL TO ORDER**

The meeting was called order by President Rich Starkebaum at 7:00 P.M.

**ROLL CALL**

Tamara Durbin -  
Audree Edwards  
Steven Hadeen  
Abby Henry

Amy Kilgour  
Rich Starkebaum  
Jay Wisdom

Also in attendance: Marsha Cody, Dustin Seger, Becky Heinz, Lynda Firme,

**PLEDGE OF ALLEGIANCE**

**ADMINISTRATION REPORTS**

Superintendent --See attached report

Elementary Principal-- See attached report

High School Principal-- See attached report

**FOCUS TOPIC**

None

**ACTION ITEMS**

**CONSENT AGENDA**

- A. Approval of agenda
- B. Approval of minutes
- C. Approve payment of bills
- D. Approve payment of payroll
- E. Approve resolution appointing Mimi Weaver as Haxtun School District's election official
- F. Approve new bank signatures for Marsha Cody, Dustin Seger, and Michelle Henry

Amy Kilgour moved to approve the consent agenda as presented.

Abby Henry seconded. Motion passed

	AYE	NO
Tamara Durbin	X	
Audree Edwards	X	
Steven Hadeen	X	
Abby Henry	X	
Amy Kilgour	X	
Rich Starkebaum	X	
Jay Wisdom	X	





## **RESOLUTION**

**NO. 2021- 25**

### **SPECIAL USE PERMIT #199 - AMENDMENT**

**A RESOLUTION APPROVING THE AMENDMENT OF SPECIAL USE PERMIT #199 ISSUED TO ADVANTAGE LAND AND LIVESTOCK, LLC TO PROVIDE FOR ADDITIONAL WASTE WATER STORAGE FOR AN EXISTING CATTLE FEEDLOT IN LOGAN COUNTY, COLORADO.**

**WHEREAS**, Advantage Land and Livestock, LLC, submitted an application to amend Special Use Permit #199 seeking permission to construct and maintain a wastewater storage structure in the SW1/4 of Section 4, Township 7 North, Range 53 West to provide additional wastewater storage capacity for an existing Cattle feedlot located in the N1/2 of Section 9, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado; and

**WHEREAS**, the applicant submitted a Site Plan in support of the application, detailing the proposed additional waste water storage; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended approval of the application for the requested amendment of Special Use Permit #199 at its July 20, 2021 meeting; and

**WHEREAS**, Advantage Land and Livestock, LLC is a registered CAFO in good standing with the Colorado Department of Public Health and Environment (CDPHE); and

**WHEREAS**, on August 3, 2021, a public hearing of the Logan County Board of County Commissioners was held to consider the issuance of the amended Special Use Permit #199 for Advantage Land and Livestock, LLC, to expand waste water storage as described above for its existing cattle feeding operation located in an Agricultural Zone District on the above described property.

**NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

**I. APPROVAL:**

The application of Advantage Land and Livestock, LLC, to amend Special Use Permit #199 to provide for the construction and maintenance of additional waste water storage as described in the Site Plan submitted by the applicant and located in the Southwest Quarter (SW1/4) of Section 4, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, is hereby approved, subject to the following conditions:

1. The use permitted must remain in ongoing compliance with the Logan County Zoning Resolution and all Federal, State and local rules and regulations. If any changes, such as alterations or enlargements occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
2. All reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.
3. The Applicant must maintain CAFO approvals and permits required by the Colorado Department of Public Health and Environment (CDPHE) consistent with the land use authorized herein.

## II. FINDINGS OF FACT:

The continued use on the described site is compatible with the Logan County Zoning Resolution and Master Plan, and existing land uses in the area, which is zoned Agricultural District with a pre-existing Special Use Permit for the existing cattle feedlot operation.

**BE IT FURTHER RESOLVED,** The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the foregoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 3rd day of August, 2021.

### BOARD OF COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Byron H. Pelton, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Commissioner

\_\_\_\_\_  
Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 3rd day of August, 2021.

\_\_\_\_\_  
County Clerk and Recorder

SPECIAL USE PERMIT AMENDMENT APPLICATION  
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION  
DEPARTMENT OF PLANNING & ZONING

**Applicant**

Name: Advantage Land & Livestock LLC dba Advantage Feedlot LLC Phone: 970-590-3725  
Address: PO Box 68 Sterling, CO 80751

**Landowner**

Name: Advantage Land & Livestock LLC Phone: 970-590-3725  
Address: PO Box 68 Sterling, CO 80751

**Description of Property**

Legal:  $\frac{1}{4}$  Section N $\frac{1}{2}$  SW $\frac{1}{4}$  Section 4 Township 7N 2N Range 53W

Address: 14537 County Road 24 Sterling, CO Access off CR or Hwy: CR 24

New Address Needed: Y or ☒ Subdivision Name: N/A

Filing N/A Lot N/A Block N/A Tract N/A Lot Size N/A

Current Zoning: Agriculture Current Land Use: Agriculture

**Proposed Amended Special Use:**

Construct and maintain a wastewater storage structure within the SW $\frac{1}{4}$ -4-7N-53W  
to provide additional storage capacity for the existing 25000 head cattle feedlot located in  
the N $\frac{1}{2}$  of 9-7N-53W.

**Terms of Amended Special Use:**

Adjustment of facility border to include the new wastewater storage structure proposed  
in the SW $\frac{1}{4}$ -4-7N-53W

Building Plans: See attached site map

I, (We), hereunto submit this application for an Amended Special Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed conditional use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting an Amended Special Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map

Dated at Sterling, Colorado, this 30 day of June, 2021

Signature of Applicant: Jared Thomas

Signature of Landowner: Jared Thomas

**Advantage Land & Livestock LLC**

**SUP-199**

**Amendment to SUP-199**

**4-7-53 & 9-7-53**



**FOR COUNTY USE**

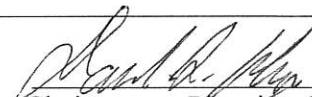
Application Fee: One Hundred Dollars (\$100.00)

Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission: ✓ Approval \_\_\_\_\_ Denial

Recommended Conditions of the Amended Special Use Permit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Chairperson, Planning Commission

**COUNTY COMMISSIONERS ACTION:**

Conditions of the Amended Special Use Permit: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)

**Advantage Land & Livestock LLC**

**SUP-199**

**Amendment to SUP-199**

**4-7-53 & 9-7-53**



15460 NW 48th St. | Raymond, NE 68428

P 402.783.2100 F 402.783.2104

---

Advantage Feedyard, LLC  
Sterling, CO  
Application for an Amended Special Use Permit

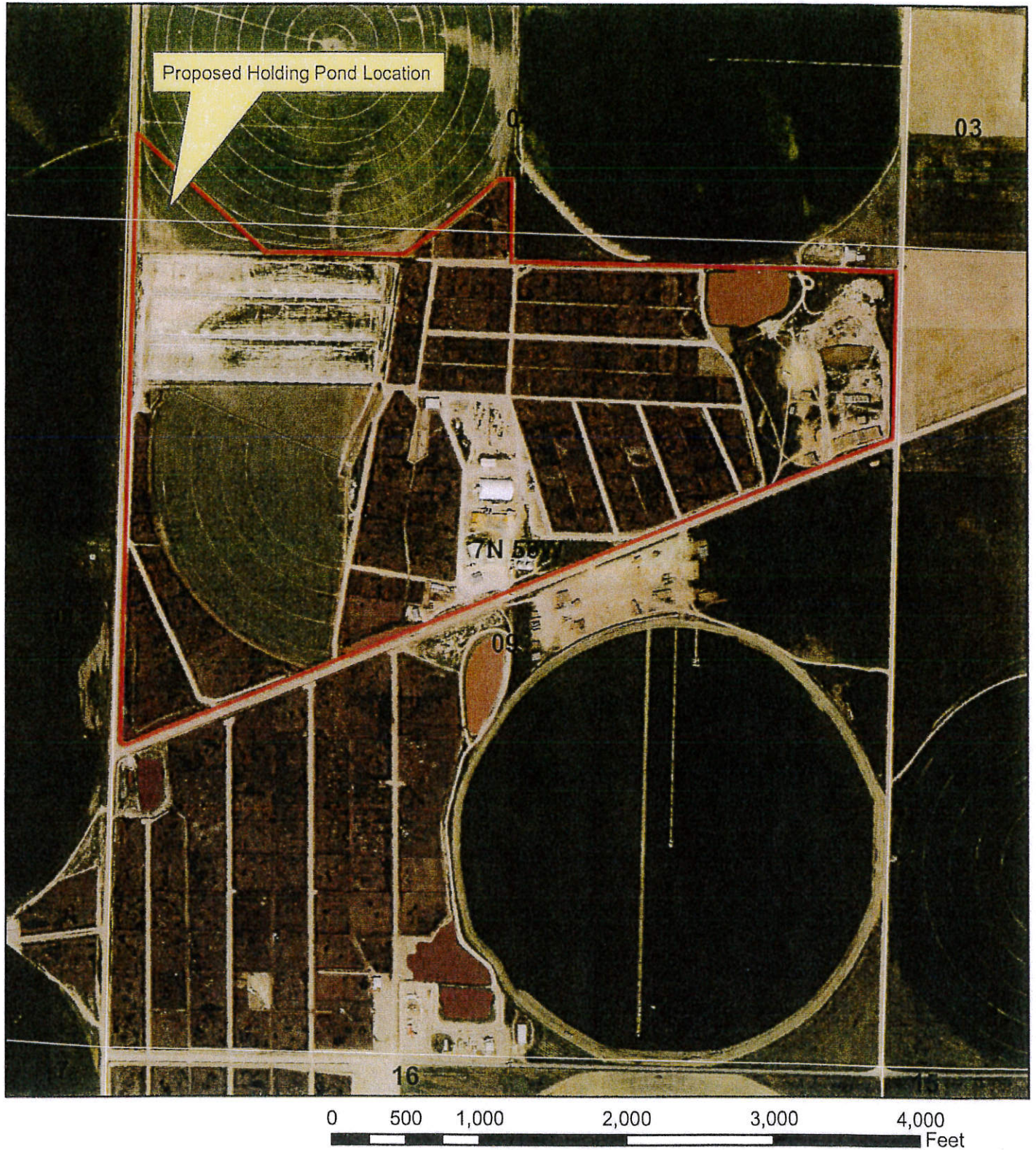
Advantage Feedyard, LLC is planning on designing, constructing, and maintaining a wastewater storage structure (holding pond) within the pivot corner of SW  $\frac{1}{4}$  4-7N-53W to provide additional storage capacity for the existing 25,000 head cattle feedlot located in the N1/2 of 9-7N-53W. They plan to utilize the services of Settje Agri-Services & Engineering.





# Advantage Feed Yard

## Site Map



### Sections

-  Township/Range
-  Facility
-  Setback

**Advantage Land & Livestock LLC**  
SUP-199  
Amendment to SUP-199  
4-7-53 & 9-7-53







**RESOLUTION**

**NO. 2021-26**

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

**SUBDIVISION EXEMPTION FOR BNC Ventures, LLC.**

**WHEREAS**, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

**WHEREAS**, BNC Ventures, LLC, have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the South Half of the Northeast Quarter of the Northeast Quarter of Section 33, Township 7, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Beginning at the Northeast corner of said S1/2 NE1/4NE1/4 of Section 133; thence South 0°41'50" East along the East line of said S1/2 NE1/4NE1/4 a distance of 654.76 feet to the Southeast corner of said S1/2 NE1/4NE1/4; thence south 78°47'35" West along the South Line of said S1/2 NE1/4NE1/4 a distance of 639.22 feet to the Southeast corner of a parcel of land described in book 994 at page 67 of the Logan County Records; thence North 3°58'20" West along the East line of said parcel of land described in book 994 at page 67 a distance of 658.58 feet to the northeast corner of said parcel of land described in book 994 at page 67; thence north 88°06'35" East along the North line of said S1/2 NE1/4NE1/4 a distance of 676.76 feet to the point of beginning and containing 9.92 acres, more or less, subject to a county road right-of-way along the North line of said S1/2 NE1/4NE1/4 and subject to a 50 foot well, water line and water pit easement, said easement being the south 50 feet of the north 80 feet of the above described parcel.

(As represented on official Subdivision Exemption Plat 2021-26); and

**WHEREAS**, BNC Ventures, LLC, intend to create a parcel, consisting of 9.92 acres, more or less, subdivided from a 482 acre parcel in an Agricultural (A) zone district, for use as a residence; and

**WHEREAS**, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on July 29, 2021; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on August 3, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

**WHEREAS**, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.
2. That the exemption relates to a division of land that is determined not to be within the



purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application by BNC Ventures, LLC, for a Subdivision Exemption for the creation of a 9.92 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-26, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

**DONE** on Tuesday, this 3rd day of August, 2021.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Byron H. Pelton, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Commissioner

\_\_\_\_\_  
(Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 3rd day of August, 2021.

\_\_\_\_\_  
County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 7/1/2020

1. Name of Subdivision Exemption BnC Ventures LLC and Garry Shino
2. Name of Applicant BnC Ventures LLC (William R. Smith Manager) Phone 970-522-1284  
Address 14153 County Road 14 Atwood, CO 80722  
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent See Applicant Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record See Applicant Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer Garry Shino Phone 970-466-9452  
Address 4550 County Road 23 Merino, CO 80741  
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert-McAtee & Associates, Inc. Phone 970-522-1960  
Address 615 South Tenth Ave. Sterling, CO 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney None Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the South side of County Road 29.7
9. Postal Delivery Area Atwood, CO School District RE-1 Valley
10. Total Acreage 9.92 acres more or less Zone \_\_\_\_\_ Number of Lots One
11. Tax Map Designation: Section/Township/Range SE4 NE4 NE4 - 33-7-53 Tax Parcel 2254000  
Lot(s) \_\_\_\_\_
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?  
No  
If so, list Case No. and Name \_\_\_\_\_
13. Is Deed recorded in Torrens System: Number \_\_\_\_\_
14. Is Deed recorded in General System: Book 963 Page 42
15. Current Land Use: Agriculture
16. Proposed Use of Each Parcel: Agriculture

**BNC Ventures LLC**  
**SE2021-9**  
**Subdivision Exemption**  
**33-7-53**

17. Proposed Water and Sewer Facilities: Domestic Well Permit 32301-A and Septic system
18. Proposed Public Access to each new parcel: County Road 29.7
19. Reason for request of this exemption (may use additional pages): Sale of 9.92 acres more or less
- List all contiguous holdings in the same ownership: NW4 NW4 – 37-07-53

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

BnC Ventures LLC Members: William R. Smith 50% (LLC Manager), Connie E. Smith 50%

**The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.**

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

William R. Smith hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

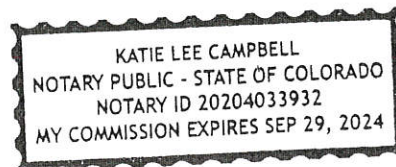
William R. Smith BnC VENTURES LLC  
(Applicant Signature) MANAGER

Mailing Address:  
14153 County Road 14  
Atwood, CO 80722

This instrument was acknowledged before me on this date: July 1, 2021, by William R. Smith as Manager of BnC Ventures LLC.

WITNESS my hand and official seal.

Katie Campbell  
Notary Public  
My commission expires: 09-29-2024



**BNC Ventures LLC**  
**SE2021-9**  
**Subdivision Exemption**  
**33-7-53**



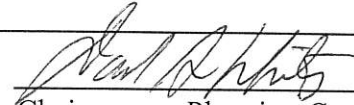
FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) separate check for  
recording fee. Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission: ✓ Approval \_\_\_\_\_ Denial \_\_\_\_\_

Recommended Conditions of Subdivision Exemption:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)



## **RESOLUTION**

**NO. 2021-27**

**(Conditional Use Permit #251)**

**A resolution granting a Conditional Use Permit (CUP) #251 for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Northeast quarter of the Northwest quarter of Section 29, Township 7 North, Range 49 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.**

**WHEREAS**, Pacific Wind Development, LLC, has applied for a Conditional Use Permit for the construction, maintenance, and operation of a Temporary Meteorological Tower; and

**WHEREAS**, the property location of the MET Tower is described as: Northeast quarter of the Northeast quarter of the Northwest quarter of Section 29, Township 7 North, Range 49 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on July 20, 2021; and

**WHEREAS**, the applicant is requesting approval of Conditional Use Permit # 251, for the construction, maintenance and operation of a temporary Meteorological (MET) Tower, with the period of the Conditional Use Permit to run for ten (10) years, commencing on the date of the approval of the requested Conditional Use Permit.

**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

### **I. APPROVAL:**

The application of Pacific Wind Development, LLC, for a Conditional Use Permit for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower by Pacific Wind Development, LLC, located on a parcel in the Northeast quarter of Northwest quarter of Section 29, Township 7 North, Range 49 West of the 6<sup>th</sup> P.M., is GRANTED, subject to the conditions set forth below.

### **II. FINDINGS OF FACT:**

The use is compatible with other land uses in the area, which are zoned Agricultural.

### **III. CONDITIONS:**

1. The location of the Meteorological Tower will be no less than one hundred ninety-eight (198) feet from the edge of the county right-of-way.
2. The permit term shall be for ten (10) years on the identified and approved CUP. If any changes, such as alterations or enlargement, occur to the CUP identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.

**BE IT THEREFORE RESOLVED**, that Conditional Use Permit, #251, is granted for the construction, maintenance and operation of a Temporary Meteorological Tower operated by Pacific Wind Development, LLC, on the property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after August 3, 2031. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit



to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 3rd day of August, 2021.

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

\_\_\_\_\_  
(Aye)(Nay)  
Byron H. Pelton, Commissioner

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 3rd day of August, 2021.

\_\_\_\_\_  
County Clerk and Recorder

**LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION**  
 AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION  
 DEPARTMENT OF PLANNING & ZONING  
 LOGAN COUNTY COURTHOUSE  
 STERLING, COLORADO 80751

**Applicant**

Name: Pacific Wind Development, LLC. (MET Tower 3) Phone: 720-357-3190  
 Address: 1125 NW Couch Street, Suite 700, Portland, OR 97209

**Landowner**

Name: Robert V. Frank II, LLC Phone: \_\_\_\_\_  
 Address: 1443 41st Avenue, Greeley, CO 80634

**Description of Property:**

Legal: 1/4 Section NW Section 29 Township 7 North Range 49 West

Address: \_\_\_\_\_ Access off CR or Hwy: CR 75 & CR 18

New Address Needed: Y or (N) Subdivision Name: \_\_\_\_\_

Filing \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_ Lot Size \_\_\_\_\_

**Current Zoning:** Agriculture **Current Land Use:** Agriculture

Proposed Conditional Use: Install a temporary meteorological tower for up to 10 years to measure weather and to assess siting of proposed wind energy project.

Terms of Conditional Use: Use of a temporary meteorological tower for up to 10 years to measure weather and to assess siting of proposed wind energy project.

Building Plans: See Attachment D: Building Plan and Attachment E: Standard Marking Plan

Names and addresses of all adjacent landowners within 500 feet of the above described property: Robert W. and Doris L. Cogan, 7929 CR 75, Fleming, CO 80728. Leland Trust, 24643 CR 29 Holyoke, CO. 80734.  
Rodney D and Tina R. Kurtzer, 8405 CR 77, Fleming, CO. 80728. Richard J. and Christa C. Lousberg, 10235 CR 79, Fleming, CO. 80728  
Dan and Nancy Klug, 13808 Corene RD, Sterling, CO 80728 Robert D. Lingreen, 17401 CR 14, Atwood, CO. 80722.  
Rick and Kathryn Barkley, 37151 CR 16, Fleming, CO. 80728. Linda K. Thompson, 27467 CR GG, Snyder, CO. 80750.

I, (We), hereunto submit this application for a Conditional Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed conditional use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Conditional Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_

DS  
JH

Signature of Applicant:

*[Signature]*

DocuSigned by:  
*[Signature]*  
15F0500511894A6...

Signature of Landowner:

*[Signature]*

BEVERLY CUNNINGHAM  
 NOTARY PUBLIC  
 STATE OF COLORADO  
 NOTARY ID 20114052657  
 MY COMMISSION EXPIRES AUGUST 25, 2023

PACIFIC WIND DEVELOPMENT, LLC  
 CUP2021-251 MET Tower  
 NW 29-7-49

**FOR COUNTY USE**

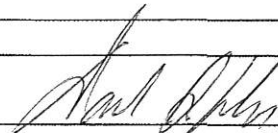
Application Fee: One Hundred Dollars (\$100.00)

Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission: ☒ Approval ☐ Denial

Recommended Conditions of Conditional Use Permit: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Chairperson, Planning Commission

=====

**COUNTY COMMISSIONERS ACTION:**

Conditions of Conditional Use Permit: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)

PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-251 MET Tower  
NW 29-7-49





June 3, 2021

Lisa Williams  
Logan County Planning and Zoning Department  
315 Main Street, Suite 2  
Sterling, CO 80751

**RE: Conditional Use Permit Application for Meteorological Tower  
Pacific Wind Development, LLC  
Logan County, Colorado**

Dear Ms. Williams:

On behalf of Pacific Wind Development, LLC, CORE Consultants, Inc. (CORE) has prepared this Conditional Use Permit Application for the installation and use of a proposed meteorological (MET) tower. The landowner is Robert V. Frank II, LLC. The Conditional Use Permit Application, including address for the landowner, certificate of taxes, and deed are found within Attachment 1.

Proposed MET tower 29-7-49 would be located approximately nine miles south of Fleming, Colorado, on privately owned property. No buildings are located on the property. Proposed MET tower 29-7-49 would be located southeast of the intersection of County Road 18 and County Road 75 in the Northeast Quarter (NE ¼) of the Norwest Quarter (NW ¼) of Section Twenty-nine (29), in Township Seven (7) North of Range Forty-nine (49) West of the 6<sup>th</sup> Principal Meridian, County of Logan, State of Colorado (Attachment II). A new address is not needed for this use. The current zoning is agriculture, and the current land use and surrounding land uses are agriculture. MET tower 29-7-49 would be located in an agriculture field and would comply with all applicable county setbacks. Access would be from County Road 18, which borders the parcel to the north (Attachment III). A driveway will not be needed for access.

MET tower 29-7-49 would measure 60-meters (198-feet) in height and would be installed for up to ten years. Vehicle access during construction, operation and maintenance of the towers would occur via overland travel across the fields south of County Road 18; no permanent access road would be required.

The proposed layout for the 60-meter tower would require a radius of approximately 50-meters (65-feet) from the tower base to accommodate tensioned cables and called guy wires designed to add stability to the tower. One set of guy wires is attached to each of the lower, mid, and upper portions of the tower for a total of six guy wire attachments. This design occurs in three additional sets, equally spaced, to stabilize the tower. The MET tower would be painted with alternating orange and white stripes. A total of eight aircraft marker balls, two per side,

would be spaced approximately 25-meters (82-feet) apart on the outermost guy wire. Please see Attachments IV and V for MET tower specifications and marking plans.

The proposed MET tower would be active for a period of up to ten years. The decommissioning and restoration process would consist of removal of the mast, guy wires and anchors. CORE and Pacific Wind Development, LLC respectfully request your review and approval of the enclosed application.

Sincerely,

**CORE Consultants, Inc.**



Barbara Stone  
Environmental Specialist

---

Attachments:

Attachment 1: Conditional Use Permit Application, Certificate of Taxes, Property Deed, Mineral Owner Names and Addresses  
Attachment II: Vicinity Map  
Attachment III: Site Plan  
Attachment IV: MET Tower Specifications  
Attachment V: Standard Marking Plan  
Attachment VI: Met Tower Photo



Parcel Number: 7969000  
Owner: LELAND TRUST  
Owner Address: 24643 C R 29 HOLYOKE CO 8073

38074129100169  
D J, LOUSBERG CHRISTA C  
R 79 FLEMING CO 80728

Parcel Number: 777  
Owner: COGAN ROBERT W, C  
Owner Address: 7969 C R 75 FL

8074129100170  
N, KLUG NANCY  
NE RD STERLING CO 80751

Co Rd 17

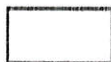
30

Parcel Number:  
Owner: THOMPSON  
Owner Address: 27467 C R G

Number: 8148002  
NGREEN ROBERT D  
01 C R 14 ATWOOD CO 80722



60m MET Tower



Township / Range



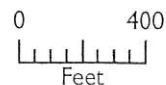
Subject Parcel



Section

Adjacent Parcel

County Assessor



PACI

Project #: 17-030

Date: 4/14/2021

CORE

CANISTER - PROJECT  
ENVIROM  
PUBLIC UTILITY - CRIBS

2017 N. SHAWLUNK  
ENVIROMOD - 010101  
800 100 2100





## **RESOLUTION**

**NO. 2021-28**

**(Conditional Use Permit #252)**

**A resolution granting a Conditional Use Permit (CUP) #252 for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Northeast quarter of the Northeast quarter of Section 31, Township 6 North, Range 50 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.**

**WHEREAS**, Pacific Wind Development, LLC, has applied for a Conditional Use Permit for the construction, maintenance, and operation of a Temporary Meteorological Tower; and

**WHEREAS**, the property location of the MET Tower is described as: Northeast quarter of the Northeast quarter of Section 31, Township 6 North, Range 50 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on July 20, 2021; and

**WHEREAS**, the applicant is requesting approval of Conditional Use Permit # 252, for the construction, maintenance and operation of a temporary Meteorological (MET) Tower, with the period of the Conditional Use Permit to run for ten (10) years, commencing on the date of the approval of the requested Conditional Use Permit.

**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

### **I. APPROVAL:**

The application of Pacific Wind Development, LLC, for a Conditional Use Permit for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower by Pacific Wind Development, LLC, located on a parcel in the Northeast quarter of Northeast quarter of Section 31, Township 6 North, Range 50 West of the 6<sup>th</sup> P.M., is GRANTED, subject to the conditions set forth below.

### **II. FINDINGS OF FACT:**

The use is compatible with other land uses in the area, which are zoned Agricultural.

### **III. CONDITIONS:**

1. The location of the Meteorological Tower will be no less than one hundred ninety-eight (198) feet from the edge of the county right-of-way.
2. The permit term shall be for ten (10) years on the identified and approved CUP. If any changes, such as alterations or enlargement, occur to the CUP identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.

**BE IT THEREFORE RESOLVED**, that Conditional Use Permit, #252, is granted for the construction, maintenance and operation of a Temporary Meteorological Tower operated by Pacific Wind Development, LLC, on the property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after August 3, 2031. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit

to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 3rd day of August, 2021.

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

\_\_\_\_\_  
(Aye)(Nay)  
Byron H. Pelton, Commissioner

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 3rd day of August, 2021.

\_\_\_\_\_  
County Clerk and Recorder



**LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION**  
 AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION  
 DEPARTMENT OF PLANNING & ZONING  
 LOGAN COUNTY COURTHOUSE  
 STERLING, COLORADO 80751

**Applicant**

Name: Pacific Wind Development, LLC. (MET Tower 5) Phone: 720-357-3190  
 Address: 1125 NW Couch Street, Suite 700, Portland, OR 97209

**Landowner**

Name: McIntire Land Co, LLC. Phone: \_\_\_\_\_  
 Address: 13500 CR 40, Sterling, CO, 80751

**Description of Property:**

Legal:  $\frac{1}{4}$  Section NE Section 31 Township 6 North Range 50 West  
 Address: \_\_\_\_\_ Access off CR or Hwy: Hwy 61, County Road 4

New Address Needed: Y or ☒ Subdivision Name: \_\_\_\_\_

Filing \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_ Lot Size \_\_\_\_\_

**Current Zoning:** Agriculture **Current Land Use:** Agriculture

Proposed Conditional Use: Install a temporary meteorological tower for up to 10 years to measure weather and to assess siting of a proposed wind energy project.

Terms of Conditional Use: Use of a temporary meteorological tower for up to 10 years to measure weather and to assess siting of a proposed wind energy project.

Building Plans: See Attachment B: Building Plan and Attachment E: Standard Marking Plan

Names and addresses of all adjacent landowners within 500 feet of the above described property: Benson Family Properties, LLC. 1892 CR 53 Sterling, CO. 80751. Jerry A. Barton, 923 Hwy 61, Sterling, CO. 80751. Marlys M. Widder Trust, 630 W. Stevens Avenue, Naperville, IL. 60540. Donald Vernon Holden Lifetime Trust, 1524 Westview Dr., Sterling, CO. 80751

I, (We), hereunto submit this application for a Conditional Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed conditional use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Conditional Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

STATE OF IDAHO  
 COMMISSION NUMBER 5218  
 EXPIRES 4-25-2026  
 I, (We), hereby certify that the above information is true and correct to the best of my knowledge.  
 Signature of Applicant: [Signature] Date: 04-25-2026  
 Signature of Landowner: [Signature]

PACIFIC WIND DEVELOPMENT, LLC  
 CUP2021-252 MET Tower  
 NE 31-6-50

**FOR COUNTY USE**

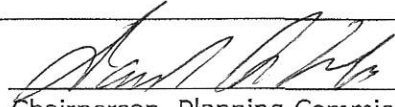
Application Fee: One Hundred Dollars (\$100.00)

Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission: ☒ Approval ☐ Denial

Recommended Conditions of Conditional Use Permit: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Chairperson, Planning Commission

=====

**COUNTY COMMISSIONERS ACTION:**

Conditions of Conditional Use Permit: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)

PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-252 MET Tower  
NE 31-6-50



PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-252 MET Tower  
NE 31-6-50

June 3, 2021

Lisa Williams  
Logan County Planning and Zoning Department  
315 Main Street, Suite 2  
Sterling, CO 80751

**RE: Conditional Use Permit Application for Meteorological Tower  
Pacific Wind Development, LLC  
Logan County, Colorado**

Dear Ms. Williams:

On behalf of Pacific Wind Development, LLC, CORE Consultants, Inc. (CORE) has prepared this Conditional Use Permit Application for the installation and use of a proposed meteorological (MET) tower. The landowner is McIntire Land Company, LLC; The Conditional Use Permit Application, including address for the landowner, certificate of taxes, and deed are found within Attachment I.

Proposed MET tower 31-6-50 would be located 16 miles east-southeast of Atwood, Colorado, on privately owned property. No buildings are located on the property. Proposed MET tower 31-6-50 would be located southeast of the intersection of County Road 4 and Highway 61 in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirty-one (31), in Township Six (6) North of Range Fifty (50) West of the 6th Principal Meridian, County of Logan, State of Colorado. (Attachment II). A new address is not needed for this use. The current zoning is agriculture, and the current land use and surrounding land use are agriculture. MET tower 31-6-50 would be installed in an agriculture field and would comply with all applicable county setbacks. Access would be from County Road 4, which borders the parcel to the north (Attachment III). No driveway is needed for access.

MET tower 31-6-50 would measure 100-meters (328-feet) in height and would be installed for up to ten years. No permanent access road or grading would be required. Vehicle access during construction and operation and maintenance of the towers would occur via overland travel across the field south of County Road 4; no permanent access road would be required.

The proposed layout for the 100-meter tower would require a radius of approximately 69-meters (225-feet) from the tower base to accommodate three pairs of anchored guy wires on three sides. The MET tower would be painted with alternating orange and white stripes. A total of six aircraft marker balls, two per side, would be installed on the outermost guy wire. One set of aircraft markers would be located 4.5-meters (15-feet) from the upper connection and one set would be installed midway down the outermost guy wire. The MET tower would be compliant with Federal Aviation Administration lighting requirements of red flashing L-864 light on top, and two synced L0810 lights at 200-feet (30 flashes per minute). Please see Attachments IV and V for MET tower specifications and marking plans.



The proposed MET tower would be active for a period of up to ten years. The decommissioning and restoration process would consist of removal of the mast, guy wires and anchors. CORE and Pacific Wind Development, LLC respectfully request your review and approval of the enclosed application.

Sincerely,  
**CORE Consultants, Inc.**

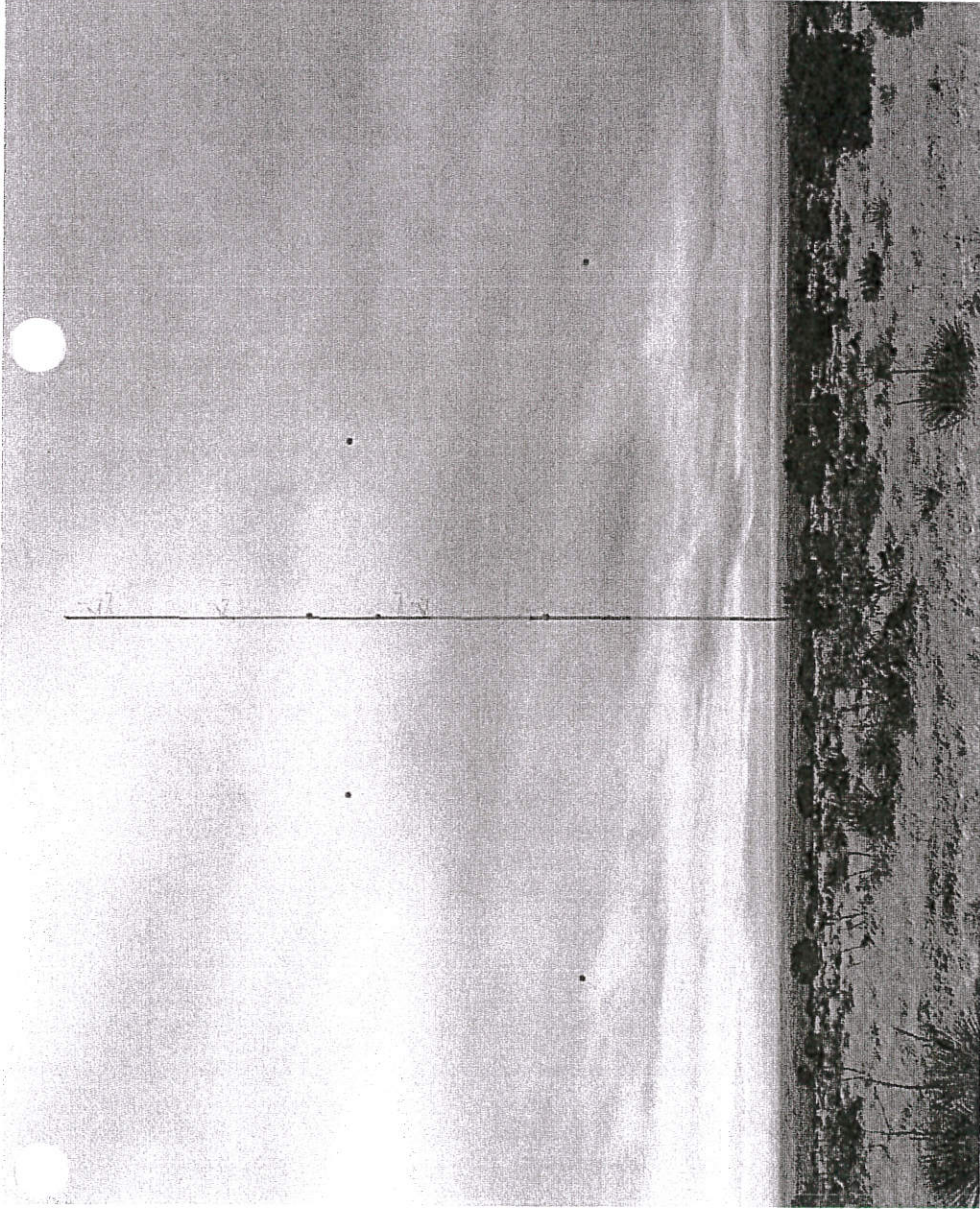


**Barbara Stone**  
Environmental Specialist

Attachments:

Attachment I: Conditional Use Permit Application, Certificate of Taxes, Property Deed, Mineral Owner and Addresses  
Attachment II: Vicinity Map  
Attachment III: Site Plan  
Attachment IV: MET Tower Specifications  
Attachment V: Standard Marking Plan  
Attachment VI: Met Tower Photo

PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-252 MET Tower  
NE 31-6-50



PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-252 MET Tower  
NE 31-6-50





## **RESOLUTION**

**NO. 2021-29**

**(Conditional Use Permit #253)**

**A resolution granting a Conditional Use Permit (CUP) #253 for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Southeast quarter of the Southeast quarter of Section 34, Township 6 North, Range 51 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.**

**WHEREAS**, Pacific Wind Development, LLC, has applied for a Conditional Use Permit for the construction, maintenance, and operation of a Temporary Meteorological Tower; and

**WHEREAS**, the property location of the MET Tower is described as: Southeast quarter of the Southeast quarter of Section 34, Township 6 North, Range 51 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on July 20, 2021; and

**WHEREAS**, the applicant is requesting approval of Conditional Use Permit # 253, for the construction, maintenance and operation of a temporary Meteorological (MET) Tower, with the period of the Conditional Use Permit to run for ten (10) years, commencing on the date of the approval of the requested Conditional Use Permit.

**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

### **I. APPROVAL:**

The application of Pacific Wind Development, LLC, for a Conditional Use Permit for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower by Pacific Wind Development, LLC, located on a parcel in the Southeast quarter of Southeast quarter of Section 34, Township 6 North, Range 51 West of the 6<sup>th</sup> P.M., is GRANTED, subject to the conditions set forth below.

### **II. FINDINGS OF FACT:**

The use is compatible with other land uses in the area, which are zoned Agricultural.

### **III. CONDITIONS:**

1. The location of the Meteorological Tower will be no less than one hundred ninety-eight (198) feet from the edge of the county right-of-way.
2. The permit term shall be for ten (10) years on the identified and approved CUP. If any changes, such as alterations or enlargement, occur to the CUP identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.

**BE IT THEREFORE RESOLVED**, that Conditional Use Permit, #253, is granted for the construction, maintenance and operation of a Temporary Meteorological Tower operated by Pacific Wind Development, LLC, on the property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after August 3, 2031. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit

to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 3rd day of August, 2021.

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

\_\_\_\_\_  
(Aye)(Nay)  
Byron H. Pelton, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Commissioner

\_\_\_\_\_  
(Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 3rd day of August, 2021.

\_\_\_\_\_  
County Clerk and Recorder

**LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION**  
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION  
DEPARTMENT OF PLANNING & ZONING  
LOGAN COUNTY COURTHOUSE  
STERLING, COLORADO 80751

**Applicant**

Name: Pacific Wind Development, LLC. (MET Tower 6) Phone: 720-357-3190  
Address: 1125 NW Couch Street, Suite 700, Portland, OR 97209

**Landowner**

Name: Joel B. Felzien Phone: \_\_\_\_\_  
Address: 4656 CR 57, Sterling, CO 80751

**Description of Property:**

Legal: 1/4 Section SE Section 34 Township 6 North Range 51 West

Address: \_\_\_\_\_ Access off CR or Hwy: CR 57 & CR 2

New Address Needed: Y or (N) Subdivision Name: \_\_\_\_\_

Filing \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_ Lot Size \_\_\_\_\_

**Current Zoning:** Agriculture **Current Land Use:** Agriculture

Proposed Conditional Use: Install a temporary meteorological tower for up to 10 years to measure weather and assess siting of proposed wind energy project.

Terms of Conditional Use: Install a temporary meteorological tower for up to 10 years to measure weather and assess siting of proposed wind energy project.

Building Plans: See Attachment D: Building Plan and Attachment E: Standard Marking Plan

Names and addresses of all adjacent landowners within 500 feet of the above described property: William Schroeder, 7420 Rand Rd., Wellington, CO 80549; Charles W. Lindstrom, 3612 CR 53, Sterling, CO 80751; William Stark Duncan Beneficiary Estate, 2127 Treemont Lane, Orange, TX 77630  
Neil M and Judith L Lindstrom

I, (We), hereunto submit this application for a Conditional Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed conditional use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Conditional Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this 25<sup>th</sup> day of May 2021

DS  
JH

Signature of Applicant: Tim Seel Sara Parsons

Signature of Landowner: Joel B. Felzien

ANDREW M. PIEL  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20184001919  
My Commission Expires 1/11/2022

Andrew M Piel

PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-253 MET Tower  
SE 34-6-51



**FOR COUNTY USE**

Application Fee: One Hundred Dollars (\$100.00)

Date of Planning Commission: \_\_\_\_\_

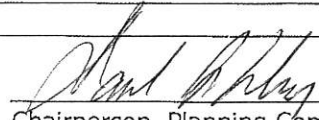
Recommendation of Planning Commission: ✓ Approval \_\_\_\_\_ Denial

Recommended Conditions of Conditional Use Permit: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Chairperson, Planning Commission

=====

**COUNTY COMMISSIONERS ACTION:**

Conditions of Conditional Use Permit: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)

PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-253 MET Tower  
SE 34-6-51



June 4, 2021

Lisa Williams  
Logan County Zoning and Planning  
315 Main Street, Suite 2  
Sterling, CO 80751

**RE: Conditional Use Permit Application for Meteorological Tower  
Pacific Wind Development, LLC  
Logan County, Colorado**

Dear Ms. Williams:

On behalf of Pacific Wind Development, LLC, CORE Consultants, Inc., (CORE) has prepared this Conditional Use Permit Application for the installation and use of a proposed meteorological (MET) tower. The landowner is Joel B. Felzien. The Conditional Use Permit Application, including address for the landowner, certificate of taxes, and deed are found within Attachment 1.

Proposed MET tower 34-6-51 would be located approximately 14 miles southeast of Atwood, Colorado, on privately owned property. No buildings are located on the property. Proposed MET tower 34-6-51 would be located west of the intersection of County Road 2 and County Road 57 in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34), in Township Six (6) North of Range Fifty-one (51) West of the 6<sup>th</sup> Principal Meridian, County of Logan, State of Colorado. (Attachment II). A new address is not needed for this use. The current zoning is agriculture, and the current land use and surrounding land use are agriculture. MET tower 34-6-51 would be installed in an agriculture field and would comply with all applicable county setbacks. Access would be from County Road 2, which borders the parcel to the south (Attachment III). No driveway is needed for access.

MET tower 34-6-51 would measure 60-meters (198-feet) in height and would be installed for up to ten years. Vehicle access during construction, operation and maintenance of the towers would occur via overland travel across the fields north of County Road 2; no permanent access roads would be required.

The proposed layout for the 60-meter tower would require a radius of approximately 50-meters (65-feet) from the tower base to accommodate tensioned cables and called guy wires designed to add stability to the tower. One set of guy wires is attached to each of the lower, mid, and upper portions of the tower for a total of six guy wire attachments. This design occurs in three additional sets, equally spaced, to stabilize the tower. The MET tower would be painted with alternating orange and white stripes. A total of eight aircraft marker balls, two per side, would be spaced

**PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-253 MET Tower  
SE 34-6-51**

approximately 25-meters (82-feet) apart on the outermost guy wire. Please see Attachments IV and V for MET tower specifications and marking plans.

The proposed MET tower would be active for a period of up to ten years. The decommissioning and restoration process would consist of removal of the mast, guy wires and anchors. CORE and Pacific Wind Development, LLC respectfully request your review and approval of the enclosed application.

Sincerely,  
**CORE Consultants, Inc.**



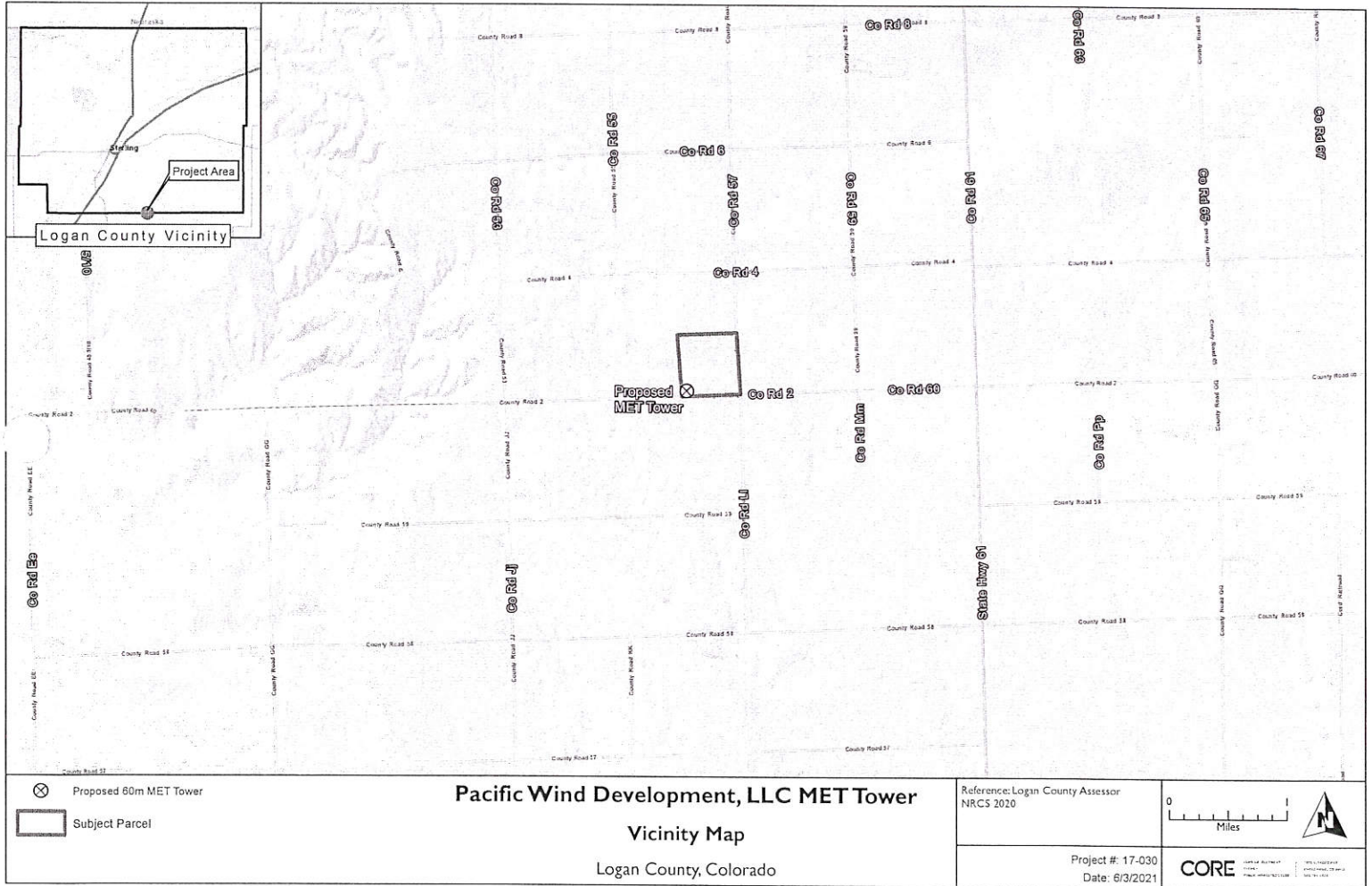
**Barbara Stone**  
Environmental Specialist

Attachments:

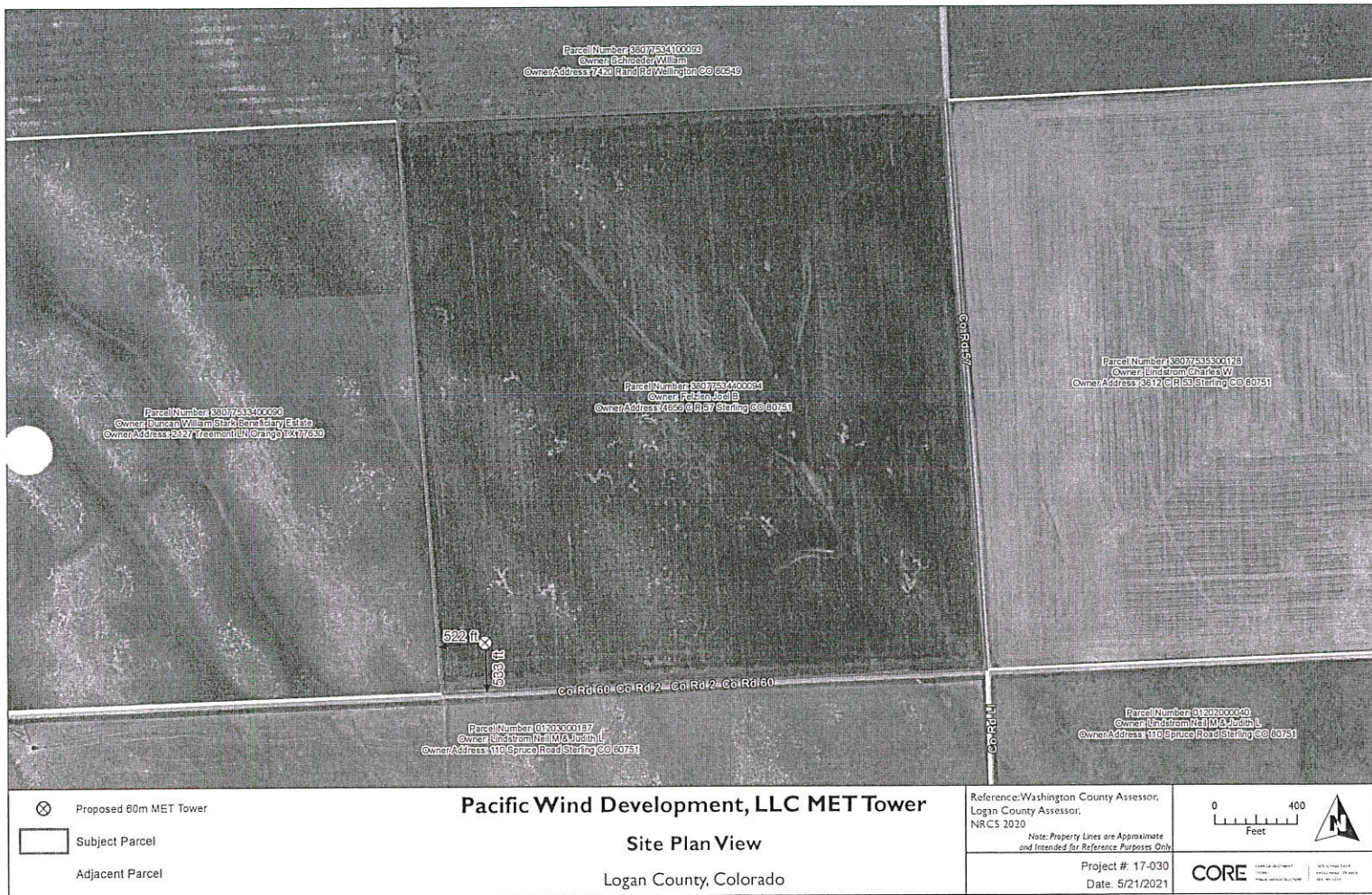
Attachment I: Conditional Use Permit Application, Certificate of Taxes, Property Deed, Mineral Owner and Address  
Attachment II: Vicinity Map  
Attachment III: Site Plan  
Attachment IV: MET Tower Specifications  
Attachment V: Standard Marking Plan  
Attachment VI: Met Tower Photo

PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-253 MET Tower  
SE 34-6-51





PACIFIC WIND DEVELOPMENT, LLC  
 CUP2021-253 MET Tower  
 SE 34-6-51



PACIFIC WIND DEVELOPMENT, LLC  
CUP2021-253 MET Tower  
SE 34-6-51



## RESOLUTION

NO. 2021-30

### BOARD OF COUNTY COMMISSIONERS COUNTY OF LOGAN, STATE OF COLORADO

#### SUBDIVISION EXEMPTION FOR DARRELL AND ESTHER J. WHITTINGTON

**WHEREAS**, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

**WHEREAS**, Darrell and Esther J. Whittington has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the Northeast Quarter (NE1/4) of Section 33, Township 6 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Section 33; thence South 0°33'30" East along the East line of said NE1/4 a distance of 704.24 feet; to the true point of beginning; thence South 0°33'30" East along the East line of said NE1/4 a distance of 456.44 feet; thence South 89°26'30" West a distance of 484.05 feet; thence North 0°33'30" West a distance of 109.93 feet; thence North 89°26'30" East a distance of 154.17 feet; thence North 0°33'30" West a distance of 346.51 feet; Thence North 89°26'30" East a distance of 329.88 feet; to the point of beginning and containing 3.85 acres, more or less, subject to a county road right-of-way along the East line of said Section 33, together with a well easement in the Northeast Quarter (NE1/4) of Section 33, Township 6 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being more particularly described as follows:

Commencing at the Northeast corner of said Section 33; Thence South 0°33'30" East along the East line of said NE1/4 a distance of 704.24 feet; thence South 0°33'30" East along the East line of said NE1/4 a distance of 456.44 feet; thence south 89°26'30" West a distance of 484.06 feet; thence North 0°33'30" West a distance of 61.24 feet to the true point of beginning; thence South 89°26'30" West a distance of 15.00 feet; thence North 0°33'30" West a distance of 20.00 feet; thence North 89°26'30" East a distance of 15.00 feet; thence south 0°33'30" East a distance of 20.00 feet to the point of beginning and subject to access easements No. 1 and No. 2 described below.

#### Access Easement No. 1 Description

A 20 foot access easement in the Northeast Quarter (NE1/4) of Section 33, Township 6 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each of the following described centerline:

Beginning at a point on the east line of said NE1/4 of Section 33 from whence the Northeast corner of said Section 33 bears North 0°33'30" West a distance of 879.39 feet; Thence North 89°10'25" West a distance of 329.98 feet and terminating on the West line of the above described parcel, subject to a county road right-of-way along the East line of said Section 33. The sidelines of said easement to be lengthened or shortened to terminate on the East line of said NE1/4 and on the West line of the above described parcel.

#### Access Easement No. 2 Description

A 20 foot access easement in the Northeast Quarter (NE1/4) of Section 33, Township 6 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each of the following described centerline:

Beginning at a point on the east line of said NE1/4 of Section 33 from whence the Northeast corner of said Section 33 bears North 0°33'30" West a distance of 1072.94 feet; thence South 87°59'10" West a distance of 262.20 feet to the point of curvature of a horizontal circular curve concave Northerly whose delta angle is 25°12'35" and whose radius is 90.00 feet; thence along the arc of said curve a distance of 39.60 feet (the chord of said arc bears North 79°24'33" West a distance of 39.28 feet); thence North 66°48'15" West a distance of 57.76 feet and terminating



on the Westerly boundary of the above described parcel, subject to a county road right-of-way along the east line of said Section 33. The sidelines of said easement to be lengthened or shortened to terminate on the East line of said NE1/4 and on the West boundary of the above described parcel.

(As represented on official Subdivision Exemption Plat 2021-30); and

**WHEREAS**, Darrell and Esther J. Whittington intends to create a parcel, consisting of 3.85 acres, more or less, subdivided from a 160 acre parcel in an Agricultural (A) zone district, for use as a residence; and

**WHEREAS**, the Chairman of the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on July 30, 2021; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on August 3, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

**WHEREAS**, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.
2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.
3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.
4. That a sufficient water source is available from a shared well on contiguous land and a legally enforceable shared water well agreement has been signed and recorded.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application by Darrell and Esther J. Whittington, for a Subdivision Exemption for the creation of a 5.00 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-30, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

**DONE** on Tuesday, this 3rd day of August, 2021.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Byron H. Pelton, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Commissioner

\_\_\_\_\_  
(Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 3rd day of August, 2021.

\_\_\_\_\_  
County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL  
(To be filed in duplicate)  
(Incomplete Applications will not be accepted)

COPY

Date 5-10-2021

1. Name of Subdivision Exemption Darrell & Esther J. Whittington
2. Name of Applicant Drew Whittington Phone 970-520-5265  
Address 5612 CR 79 Fleming CO 80728  
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent none Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Darrell & Esther J. Whittington Phone 970-520-5610  
Address 773 CR 79 Fleming CO 80728  
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer Drew Whittington Phone 970-520-5265  
Address 5612 CR 79 Fleming CO 80728  
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert-McAtee & Assoc. Phone 970-522-1960  
Address PO Box 442, 615 S. 10th Ave. Sterling, CO 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney Lori Hulbert Phone 970-425-1275  
Address 326 Main St. Sterling CO 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the W side of CR 79  
\_\_\_\_\_ Feet \_\_\_\_\_ of \_\_\_\_\_  
(Direction) (Street)
9. Postal Delivery Area Fleming School District Fleming
10. Total Acreage 160 MA Zone Ag Number of Lots 2
11. Tax Map Designation: Section/Township/Range NE 1/4 sec. 33 6N/49 Lot(s) \_\_\_\_\_
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?  
If so, list Case No. and Name \_\_\_\_\_
13. Is Deed recorded in Torrens System: Number NA
14. Is Deed recorded in General System: Book 843 Page 561
15. Current Land Use: Home
16. Proposed Use of Each Parcel: Home

Darrell & Esther J. Whittington  
SE2021-8  
NE1/4-33-6N-49  
Subdivision Exemption

17. Proposed Water and Sewer Facilities: Existing well & Septic  
18. Proposed Public Access to each new parcel: Off CR 79

19. Reason for request of this exemption (may use additional pages): To separate house from rest of farm yard.

List all contiguous holdings in the same ownership:

Section/Township/Range \_\_\_\_\_ Lot(s) \_\_\_\_\_

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

**The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.**

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

\_\_\_\_\_ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

  
(Applicant Signature)

Mailing Address:

773 CR 79

Fleming, CO 80728

MY COMMISSION EXPIRES:

**Darrell & Esther J. Whittington**  
SE2021-8  
NE1/4-33-6N-49  
Subdivision Exemption



FOR COUNTY USE:

Application Fee: One hundred dollars (\$100.00) Thirteen Dollar (\$13.00) one page OR  
Twenty-three Dollar (\$23.00) two pages – Separate check for Recording fee

Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission: \_\_\_\_\_ Approval \_\_\_\_\_ Denial

Recommended Conditions of Subdivision Exemption Approval: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption Approval: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)

**Darrell & Esther J. Whittington**

SE2021-8

NE1/4-33-6N-49

Subdivision Exemption



**Doug Scholten**  
**ROW2021-18**  
**Trench Across CR 95**

**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Logan, State of Colorado, hereinafter called "County", and 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): 18829 CR95 HAXTUN CO, 80731; and

WHEREAS, Applicant desires to install and construct a water line, which will be located (**Circle One**) along, bore under, or trench across CR95, 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 water line, described above, in the right of way of CR95, 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 Aug 15.
- ☒ 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.



- ☒ Applicant hereby releases the County from any liability for damages caused by said trenching, 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**

Doug Scholten Printed name Doug Scholten

Signature

**Land Owner #2**

\_\_\_\_\_  
Signature Printed Name \_\_\_\_\_

**Individual Right-of-Way Permit Applicant:**

Doug Scholten  
Printed name

Doug Scholten  
Signature

Address: 47563 CR 38  
HAXTUN, CO 80731

Application Fee Paid \$200.00  
Date 7/26/2021

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

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

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)

**Doug Scholten**  
**ROW2021-18**  
**Trench Across CR 95**

**RIGHT OF WAY  
INSPECTION FORM**

LOGAN COUNTY, 315 MAIN STREET, STERLING, CO 80751

PERMIT DATE \_\_\_\_\_

PROJECT ADDRESS \_\_\_\_\_

OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_

DESCRIPTION OF WORK \_\_\_\_\_

**TO SCHEDULE AN INSPECTION, PLEASE CALL 970-522-3426 OR 970-520-6370**

**THE ISSUANCE OR GRANTING OF THIS PERMIT SHALL NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN APPROVAL OF ANY VIOLATION OF ANY OF THE PROVISIONS OF THE ORDINANCES OF LOGAN COUNTY. PERMITS PRESUMING TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ORDINANCES OF LOGAN COUNTY SHALL NOT BE VALID. THIS PERMIT SHALL EXPIRE IF WORK AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS.**

Logan County Inspector \_\_\_\_\_ Date \_\_\_\_\_

Work Performed By \_\_\_\_\_

Approved \_\_\_\_\_ NOT Approved \_\_\_\_\_ Depth \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



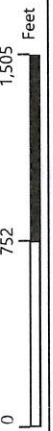
County Rd 40

County Rd 95



**Doug Scholten**  
**ROW2021-18**  
**Trench Across CR 95**

Enter Map Title...  
Web Print: 07/26/2021



Output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



©2021 Sidwell. All rights reserved.



**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Logan, State of Colorado, hereinafter called "County", and Dennis Schulte 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): 42504 19-10-53 (part of parcel #3802751800012)  
+ SE 4 24-10-54 (Parcel #38027724400052); and

WHEREAS, Applicant desires to install and construct a Crossing, which will be located (Circle One) along, bore under, or trench across CR 25, 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. - see attached map
- ☒ 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 Crossing, described above, in the right of way of CR 25, 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 180 days of permit approval.
- ☒ 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.

**Dennis Schulte**  
**ROW2021-19**  
**Bore under CR 25**

☒ Applicant hereby releases the County from any liability for damages caused by said CROSSING, 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

Signature

Printed name

Land Owner #2

Signature

Printed Name

Individual Right-of-Way Permit Applicant:

Printed name

Signature

Address:

Application Fee Paid

Date

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

THE BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

Byron H. Pelton

(Aye) (Nay)

Joseph A. McBride

Aye) (Nay)

Jane E. Bauder

(Aye) (Nay)


**Dennis Schulte**  
**ROW2021-19**  
**Bore under CR 25**



## Schulte Pipeline

1950' North of Intersection of  
CR 54 and 25  
IN Section 19 T10N R53W

## Legend

 Schulte Pipeline 350'

**Dennis Schulte**  
ROW2021-19  
Bore under CR 25

25

54



2000 ft





## AGREEMENT FOR SERVICES

**Parties to this Agreement:** The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are Logan County (hereinafter referred as the “Participating Organization”) and International Data Base Corp., doing business under the trade name BidNet, a legally incorporated body having its principal place of business at 15 British American Boulevard, Latham, New York, 12110 (hereinafter referred to as “BidNet”).

### RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, BidNet has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services (hereinafter referred to as “The Network”)

WHEREAS the Participating Organization wishes to join The Network and benefit from the services provided by BidNet;

### THE PARTIES AGREE:

1. **Description of Services:** System Membership: The Participating Organization has agreed to join The Network. It is understood that BidNet will provide the Participating Organization with access to The Network.
2. **Term of Agreement:** This Agreement shall become effective on the date of the execution for an initial term of twelve (12) months (the “Initial term”). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.
3. **Payment for Services:**

#### **3.1 Participating Organization Fees:**

- 3.1.1. **Subscription Fees:** There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. **Mailing Fees:** BidNet will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers.
- 3.1.3. **Programming Fees:** The Participating Organization agrees to use The Network on an “as is” basis. Any customized work requested by the Participating Organization shall be made available at One Hundred and Twenty-five dollars (\$125) per hour.

- 3.1.4. Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to BidNet for items sold.
- 3.1.5. Future Enhancements:** BidNet reserves the right to offer future services to the Participating Organization which may or may not include service fees.

### **3.2 Supplier Registration Fees:**

- 3.2.1. Basic Service:** This option gives suppliers access to search for documents of interest for all Participating Organizations actively using The Network at no charge, but requires them to remember to login frequently to ensure they are able to view opportunities before they close. This includes bids, addendums and awards.
- 3.2.2. Optional Value Added Service:** Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on The Network that matches their profile.
- 3.2.3. Future Enhancements:** BidNet reserves the right to offer future services to all registered suppliers which may or may not include separate service fees.

## **4. Participation Requirements:**

- 4.1. Press Release:** BidNet will draft and distribute a Press Release via national and regional channels, to be approved by the Participating Organization. There is no fee for this service.
  - 4.2. Link:** Participating Organization agrees to add a link from their website to their branded webpage on The Network.
- 5. Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
  - 6. Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
  - 7. Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
  - 8. Governing Law:** This Agreement shall be governed by the laws of the State of Colorado.
  - 9. Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
  - 10. Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by BidNet in connection of this Agreement, will be the exclusive property of BidNet.



**11. Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to The Network. Sharing of usernames and passwords is strictly prohibited. The Participating Organization also agrees to obtain written consent from BidNet prior to showing demonstrations of The Network to any third party.

**12. Warranty:** BidNet shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to BidNet on similar projects.

**13. Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

**Logan County**  
**315 Main St**  
**Sterling, CO 80751**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**BidNet®**, a division of  
**International Data Base Corp.**

**Name:** **Dan Ansell**

**Title:** **Vice President**

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

**Signature:** \_\_\_\_\_