



## **AGENDA**

**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, January 19, 2021 - 9:30 a.m.**

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

Approval of the Minutes of the January 12, 2021 meeting.

Acknowledge the receipt of the Treasurer's Semi-Annual Financial Report for the period July 1, 2020 through December 31, 2020.

### **Unfinished Business** **New Business**

Consideration of the approval of a Development Agreement between Logan County and Niyol Wind, LLC "Developer" for constructing a new wind energy project in Logan County, Colorado. Agreement provides Developer's assurances to Logan County that the Wind Energy Project will be developed in accordance with the provisions of the agreement and Logan County's assurances to Developer that Developer will be permitted to develop the property in accordance with the provisions of this agreement and the Conditional Use Permit approved on June 16, 2020.

Consideration of the approval of a Development Agreement between Logan County and Niyol Wind, LLC "Developer" for constructing a 230 KV energy transmission line and associated support structures and running approximately 23 miles in length in Logan County, Colorado. Agreement provides Developer's assurances to Logan County that the Wind Energy Project will be developed in accordance with the provisions of the agreement and Logan County's assurances to Developer that Developer will be permitted to develop the property in accordance with the provisions of this agreement and the Conditional Use Permit approved on September 1, 2020.

Consideration of the approval of a Master Road Use Agreement between Logan County and Niyol Wind, LLC for the company's regulated use of affected County Roads while protecting the traveling public from damage or dangerous conditions to the roads being used.

Consideration of the approval of the 2021 Annual Operating Plan pursuant to the Agreement for Cooperative Wildfire Protection in Logan County.

Consideration of the approval of an agreement between Logan County and Willard Telephone Company and the issuance of Right of Way Permit #2021-1 for use of the County's Right of Way across County Road 3 for a fiber optic drop.

Consideration of the approval of a letter of agreement between Logan County and Lauer Szabo and Associates, PC for the audit of the financial statements for the year ended December 31, 2020.

Consideration of the approval of an Intergovernmental Agreement between Logan County and the Cities of Brush, Fort Morgan, Sterling and Morgan County to establish a collective Special Tactics and Response Team (STAR).

### **Other Business**

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

Applications are being accepted for volunteers to serve on the following County advisory boards: Planning Commission, Lodging Tax Board, Logan County Shooting Sports Board. Any Logan County resident interested in serving on one of these advisory boards, should complete an application available at the Commissioners Office or on the county website: [www.logancounty.colorado.gov](http://www.logancounty.colorado.gov). Applications are due by 5:00 p.m., January 29, 2021.

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

### **Executive Session as Needed**

#### **Adjournment**

January 12, 2021

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

Byron Pelton  
Jane Bauder  
Joseph A. McBride

Chairman  
Commissioner-Absent  
Commissioner

Also present:

Alan Samber  
Pamela M. Bacon  
Marilee Johnson

Dave Conley  
Jerry Casebolt  
Jeff Rice

Logan County Attorney  
Logan County Clerk  
Tourist Information Center Director/County Public  
Information Officer  
Lodging Tax Board  
Emergency Management  
Journal Advocate

Chairman Pelton called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman Pelton asked if there were any revisions for the agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the January 5, 2021 meeting.
- Acknowledge receipt of the Clerk and Recorder's Report for the month of December, 2020.
- Acknowledge the receipt of the Landfill Supervisor's report for the month of December 2020.
- Acknowledge receipt of the Landfill Supervisor's cumulative reports for January through June 2020 and July through December 2020.
- Acknowledge receipt of the Treasurer's Report for December, 2020.
- Acknowledge receipt of the Public Trustee's Quarterly Report for the Fourth Quarter, 2020.
- Acknowledge receipt of the Sheriff's Fee Report for the month of December, 2020.

Commissioner McBride moved to approve the Consent Agenda. Commissioner Pelton seconded and the motion carried 2-0.

Chairman Pelton continued with New Business:

The Board of Commissioners made the following appointments:

- Chairman of the Board – Byron Pelton
- Vice Chairman of the Board – Jane Bauder
- Administrative Officer to the Board of County Commissioners/Human Resources – Diana Korbe
- County Attorney – Alan Samber
- Attorney for Human Services Department – Kimberlee Keleher
- Budget Officer – Debbie Unrein
- Emergency Management Coordinator – Jerry Casebolt
- Veteran Service Officer - John Haynie
- Fair Manager – Todd Thomas
- Fair Admin. – Assistant Karah Quint

- Centennial Mental Health Board – Dave Long
- Northeast Colorado Health Department Board – Byron Pelton
- South Platte Regional Transportation Authority – Joe McBride and Jane Bauder
- Northeast Colorado Association of Local Governments – Primary: Byron Pelton
- Northeast Colorado Association of Local Governments – Alternate: Jane Bauder
- Board of Adjustment – Primary: Joe McBride
- Board of Adjustment – Alternate: Jane Bauder
- Logan County Economic Development Corporation – Joe McBride
- Logan County Lodging Tax Board – Byron Pelton
- Chamber of Commerce Board – Jane Bauder
- CCI Representative – Byron Pelton
- CTSI Worker's Compensation Pool Representative – Jane Bauder
- CTSI Casualty and Property Insurance Pool Representative – Joe McBride
- CTSI CCI County Health Pool – Primary: Diana Korbe
- CTSI CCI County Health Pool – Alternate: Jane Bauder
- Sterling Community Fund Board – Jane Bauder
- VALE Board – Joe McBride
- Official County Newspaper – Journal-Advocate

Commissioner McBride moved to make the following appointments as stated. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner McBride moved to designate the Commissioner Office Bulletin Board in the Courthouse where notices of meetings and agendas will be posted for 2021 which is outside of the Commissioner Office. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project on behalf of the International Feedlot Cowboys Association Finals in the amount of \$5,800.00. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-3 concerning the review of the sufficiency of the official bonds of the following county officers: County Commissioner, Clerk and Recorder, Registrar of Titles, Examiner of Titles, Sheriff, Coroner, Treasurer, Public Trustee, and Assessor. Commissioner Pelton seconded and the motion carried 2-0.

Applications are being accepted for volunteers to serve on the following County advisory boards: Planning Commission, Board of Adjustment, Lodging Tax Board, E911 Authority Board. Any Logan County resident interested in serving on one of these advisory boards, should complete an application available at the Commissioner's Office or on the county website: [www.logancounty.colorado.gov](http://www.logancounty.colorado.gov). Applications are due by 5:00 p.m., January 29, 2021.

The next business meeting will be scheduled for Tuesday, January 19, 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 9:40 a.m.



Submitted by:

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

Approved: January 19, 2021

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

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

Attest:

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

SEMI ANNUAL REPORT OF LOGAN COUNTY TREASURER

JULY 1, 2020 THRU DECEMBER 31, 2020

FUND	BEGINNING BALANCE	REVENUES ALL RECEIPTS	DISBURSEMENTS EXPENDITURES	ENDING BALANCE
COUNTY GENERAL	\$ 11,961,776.14	\$ 3,556,293.62	\$ 7,182,419.58	\$ 8,335,650.18
ROAD & BRIDGE	\$ 4,809,245.41	\$ 2,691,889.13	\$ 3,649,350.39	\$ 3,851,784.15
CONTINGENT	\$ 632,999.55	\$ 24,000.00	\$ -	\$ 656,999.55
HUMAN SERVICES	\$ 2,098,387.97	\$ 1,872,935.38	\$ 2,176,224.97	\$ 1,795,098.38
CAPITAL EXPENDITURES	\$ 671,168.44	\$ 385,472.62	\$ 584,933.06	\$ 471,708.00
LOGAN COUNTY JUSTICE CENTER	\$ 2,357,742.25	\$ 2,606.74	\$ 1,475,730.74	\$ 884,618.25
TELEVISION TRANSMITTOR	\$ 154,841.70	\$ 5,536.68	\$ 48,657.60	\$ 111,720.78
PEST CONTROL	\$ 299,424.25	\$ 74,892.02	\$ 132,196.30	\$ 242,119.97
LOGAN CO LODGING TAX TOURISM FUND	\$ 170,843.55	\$ 66,345.81	\$ 74,095.10	\$ 163,094.26
L/C WASTE DISPOSAL FUND	\$ 1,927,208.89	\$ 414,593.35	\$ 283,581.85	\$ 2,058,220.39
L/C WASTE DISPOSAL CLOSURE COSTS	\$ 489,481.94	\$ 21,576.40	\$ -	\$ 511,058.34
CONSERVATION TRUST FUND	\$ 233,715.26	\$ 35,812.09	\$ -	\$ 269,527.35
LC FAIR FUND	\$ 191,246.10	\$ 7,893.07	\$ 43,193.35	\$ 155,945.82
CAPITAL IMPROVEMENT FUND	\$ 1,014,492.17	\$ 1,070,451.31	\$ 374,793.11	\$ 1,710,150.37
LOGAN COUNTY AMBULANCE FUND	\$ 253,979.32	\$ 373,252.74	\$ 319,282.30	\$ 307,949.76
STERLING	\$ 276,367.18	\$ 143,434.33	\$ 405,517.45	\$ 14,284.06
FLEMING	\$ 9,454.32	\$ 8,589.53	\$ 17,412.48	\$ 631.37
PEETZ	\$ 4,931.01	\$ 4,473.78	\$ 9,002.44	\$ 402.35
CROOK	\$ 4,962.86	\$ 3,912.18	\$ 8,509.98	\$ 365.06
MERINO	\$ 49,194.37	\$ 3,630.03	\$ 24.50	\$ 52,799.90
ILIFF	\$ 1,612.94	\$ 2,859.93	\$ 4,212.59	\$ 260.28
STERLING ROAD & BRIDGE	\$ 40,248.18	\$ 2,504.79	\$ 42,424.89	\$ 328.08
FLEMING ROAD & BRIDGE	\$ 796.70	\$ 49.58	\$ 839.79	\$ 6.49
PEETZ ROAD & BRIDGE	\$ 413.10	\$ 25.70	\$ 435.44	\$ 3.36
CROOK ROAD & BRIDGE	\$ 265.57	\$ 16.53	\$ 279.93	\$ 2.17
MERINO ROAD & BRIDGE	\$ 1,885.12	\$ 34.89	\$ 0.71	\$ 1,919.30
ILIFF ROAD & BRIDGE	\$ 442.60	\$ 27.55	\$ 466.53	\$ 3.62
ASSURANCE	\$ 751.40	\$ 1.44	\$ -	\$ 752.84
CLERK ACCOUNT	\$ 619,717.71	\$ 3,465,538.46	\$ 3,522,041.96	\$ 563,214.21
CLERK COUNTY SURCHARGE	\$ 2,223.33	\$ 2,677.00	\$ 4,900.33	\$ -
CLERK VITAL RECORDS	\$ 66.00	\$ 291.00	\$ 324.00	\$ 33.00
CLERK STATE	\$ 440.00	\$ 1,940.00	\$ 2,160.00	\$ 220.00
CLERK STATE SURCHARGE	\$ 672.00	\$ 5,354.00	\$ 4,966.00	\$ 1,060.00
COUNTY UTV	\$ -	\$ -	\$ -	\$ -
S.P. REGIONAL TRANSPORTATION AUTH	\$ -	\$ 7,400.43	\$ 7,400.43	\$ -
UNINSURED MOTORIST	\$ 1,671.63	\$ 1,278.90	\$ 2,950.53	\$ -
DIVISION OF WILDLIFE	\$ -	\$ -	\$ -	\$ -
STATE MOBILE HOME LIEN FEE	\$ -	\$ 15.00	\$ 15.00	\$ -
P.I.L.T. DISTRIBUTION	\$ -	\$ -	\$ -	\$ -
NCWC	\$ 33,914.50	\$ 18,626.93	\$ 50,851.96	\$ 1,689.47
SPWC	\$ 33,696.05	\$ 18,408.17	\$ 50,433.60	\$ 1,670.62
FGWM LEVY	\$ 462.61	\$ 352.62	\$ 788.41	\$ 26.82
STERLING FIRE	\$ 171,416.15	\$ 65,683.91	\$ 230,587.23	\$ 6,512.83
CROOK FIRE	\$ 56,292.18	\$ 27,803.36	\$ 81,852.05	\$ 2,243.49
PEETZ FIRE	\$ 58,686.05	\$ 12,718.19	\$ 69,697.40	\$ 1,706.84
HAXTUN FIRE	\$ 6,472.23	\$ 4,899.22	\$ 10,984.28	\$ 387.17
HAXTUN FIRE PENSION	\$ 404.00	\$ 305.71	\$ 685.56	\$ 24.15
FLEMING FIRE	\$ 21,120.52	\$ 10,950.55	\$ 31,159.47	\$ 911.60
STERLING URBAN RENEWAL AUTHORITY	\$ 114,677.89	\$ 19,372.32	\$ 134,050.21	\$ -
TAYLOR GRAZING ACT	\$ 758.06	\$ -	\$ -	\$ 758.06
U.S. MINERAL LEASES	\$ -	\$ 21,884.72	\$ 21,884.72	\$ -
SPEC-O-TAX CLASSES ABCD&F	\$ -	\$ 1,416,271.24	\$ 1,416,271.24	\$ -
PICKETT SUBDIVISION ESCROW	\$ -	\$ -	\$ -	\$ -
HAXTUN SOIL CONSERVATION DIST	\$ 811.88	\$ 584.72	\$ 1,353.78	\$ 42.82
LC WATER CONSERVANCY DIST	\$ 67,716.85	\$ 26,037.26	\$ 91,190.74	\$ 2,563.37
REPUBLICAN RIVER WATER CONSERVATION	\$ 1,159.54	\$ 8,009.23	\$ 9,168.77	\$ 0.00
ILIFF IRRIGATION	\$ 359.63	\$ 4,200.35	\$ 4,559.98	\$ -
LOGAN IRRIGATION	\$ 2,447.08	\$ 2,249.07	\$ 4,696.15	\$ -
NORTH STERLING IRRIGATION	\$ 30,958.99	\$ 91,781.63	\$ 122,740.62	\$ -

ILIFF DRAINAGE	\$	48.86	\$	-	\$	48.86	\$	(0.00)
FGMD WELL ASSESSMENT	\$	37.40	\$	182.53	\$	219.93	\$	-
BOND & INTEREST	\$	90,967.69	\$	93,845.81	\$	184,813.50	\$	-
TREASURERS' DEED	\$	(16.22)	\$	18,010.20	\$	7,769.79	\$	10,224.19
PUBLIC TRUSTEE SPECIAL RESERVE FUND	\$	16,110.64	\$	8.07	\$	-	\$	16,118.71
COUNTY TREASURERS COMMISSION & FEE	\$	355,609.57	\$	90,809.21	\$	446,416.30	\$	2.48
COUNTY CLERK'S FEE FUND	\$	132,227.49	\$	228,076.74	\$	360,304.23	\$	-
SHERIFF'S FEE FUND	\$	35,010.18	\$	77,175.26	\$	112,145.44	\$	40.00
ASSESSORS FEES	\$	1,941.40	\$	390.26	\$	2,331.66	\$	-
PUBLIC TRUSTEE ACCOUNT	\$	3,733.53	\$	10,971.00	\$	9,444.53	\$	5,260.00
PUBLIC TRUSTEE ESCROW ACCT	\$	4,091.35	\$	45,377.23	\$	47,567.98	\$	1,900.60
PUBLIC TRUSTEE SALARY FUND	\$	1,093.98	\$	3,195.16	\$	-	\$	4,289.14
REDEMPTIONS	\$	871.73	\$	65,923.48	\$	65,923.48	\$	871.73
SUSPENSE	\$	68,346.00	\$	420,089.16	\$	16,797.65	\$	471,637.51
TAX ADVERTISING	\$	10.00	\$	7,414.80	\$	7,424.80	\$	-
RE-1 GENERAL FUND	\$	88,736.83	\$	706,997.20	\$	723,428.22	\$	72,305.81
RE-2J GENERAL FUND	\$	2,538.61	\$	27,089.16	\$	27,485.30	\$	2,142.47
RE-3 GENERAL FUND	\$	48,509.00	\$	96,980.86	\$	135,192.84	\$	10,297.02
RE-4J GENERAL FUND	\$	8,106.68	\$	65,135.74	\$	67,438.06	\$	5,804.36
RE-5 GENERAL FUND	\$	31,464.15	\$	102,233.05	\$	119,715.09	\$	13,982.11
RE-11J (WELD) GENERAL FUND	\$	3.27	\$	18.41	\$	18.77	\$	2.91
RE-1 BOND ISSUE 2006	\$	3,786,328.86	\$	159,892.17	\$	1,391,257.45	\$	2,554,963.58
RE-2 BOND	\$	31.51	\$	3,043.52	\$	3,075.03	\$	0.00
RE-3 BOND ISSUE 2006	\$	917.82	\$	789.42	\$	1,707.57	\$	(0.33)
RE-4J BOND ISSUE 2008	\$	405.74	\$	7,164.10	\$	7,569.84	\$	-
RE-11J BOND	\$	-	\$	-	\$	-	\$	-
AIMS COLLEGE GENERAL FUND (WELD)	\$	3.77	\$	21.25	\$	21.65	\$	3.37
6 MONTH FUND TOTAL	\$	33,561,153.01	\$	18,238,579.00	\$	26,449,417.47	\$	25,350,314.54

FINANCIAL STATEMENT OF LOGAN COUNTY

The following is a true and correct account of the receipts, expenditures and indebtedness of Logan County for the period described below. Receipts and vouchers in support thereof are available for public inspection. The total expenditures in each fund do not include outstanding warrants not presented as of December 31, 2020.

For six months - ending December 31, 2020. Filed in my office this 15th day of January 2021.

County Clerk

I, Patricia Bartlett, Treasurer of Logan County, in the State of Colorado, do hereby certify that the above is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on December 31, 2020.

County Treasurer

Received and examined by the Board of Logan County Commissioners this \_\_\_\_\_ day of January 2021.

Chairman

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **LOGAN COUNTY, COLORADO** (“County”) and **NIYOL WIND, LLC**, a Delaware limited liability company (“Developer,” and, together with County, “Parties”) for constructing a new wind energy project (“Wind Energy Project”) in Logan County, Colorado.

### **RECITALS**

- A. Developer is the Easement holder of the real property located in Logan County, Colorado, legally described on Exhibit A (“the Property”).
- B. After conducting a series of public hearings, on June 16, 2020, the Logan Board of County Commissioners (“Governing Body”) approved, by Resolution No. 2020-22, the Conditional Use Permit (“CUP,” appended as Exhibit B) for the Wind Energy Project.
- C. The approval of the CUP by the Governing Body was made subject to the approval and recordation of a development agreement mutually agreeable to Developer and County.
- D. Developer and County desire to provide in this Agreement for (i) Developer’s assurances to County that the Wind Energy Project will be developed in accordance with the provisions of this Agreement, and (ii) County’s assurances to Developer that Developer will be permitted to develop the Property in accordance with the provisions of this Agreement and the CUP.
- E. County and Developer acknowledge and agree that the development of the Wind Energy Project will result in planning and economic benefits to the County and its residents by (i) being consistent with the Logan County Master Plan which embraces the development of renewable energy projects, (ii) increasing tax and other revenues to County based upon, among other things, the construction of improvements associated with the Wind Energy Project and the use of the Property for renewable energy production purposes while continuing agricultural uses, (iii) creating jobs through the development and continued operation and maintenance of the Wind Energy Project, (iv) constructing transmission lines to connect the Wind Energy Project to the electrical grid, and (v) providing a revenue stream for the underlying Property owners.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, County and Developer state, confirm and agree as follows:

### **AGREEMENT**

- 1. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Agreement by this reference.
- 2. **Infrastructure Improvements.** Subject to the provisions herein contained, Developer agrees to assume and satisfy, at its own cost, all applicable development costs, and to construct or install, or cause to be constructed or installed, in accordance with County



Codes and Regulations, all public roads (paved or unpaved), and the associated road support and drainage facilities, including back-slope cuts, borrow ditches, culverts, bridges, and traffic control devices, and the legal easements providing for all public roads and associated road support and drainage facilities, associated with the Wind Energy Project (“Infrastructure Improvements”).

2.1 Developer accepts responsibility for all engineering and surveying costs for all Infrastructure Improvements for the Wind Energy Project, whether such Infrastructure Improvements are constructed directly by the Developer or by the County.

2.2 All Infrastructure Improvements shall be designed and constructed in compliance with standards and specifications of Logan County and relevant state agencies.

2.3 Construction of Infrastructure Improvements shall not commence until any required plans and specifications for such Infrastructure Improvements have been approved by County and/or relevant state or federal agencies.

2.4 The sequencing of the construction of Infrastructure Improvements may be modified by agreement of the Parties.

3. **Infrastructure Construction, Dedication; Operation; Maintenance.** All Infrastructure Improvements related to the Wind Energy Project constructed on public right-of-ways shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, codes, regulations and design standards. Infrastructure Improvements intended to become a part of the County system shall, subject to inspection and acceptance by the County in accordance with applicable laws, codes, rules and regulations, be dedicated to the County. Thereafter, County shall accept the dedication and be solely responsible for the operation and maintenance of such Infrastructure Improvements, upon completion of the following:

3.1 Receipt of certification from Developer’s engineer (confirmed by a third-party inspector as applicable) that the Infrastructure Improvements were constructed in substantial compliance with the approved plans and specifications.

3.2 Logan County Road and Bridge Department recommends acceptance to the Board of County Commissioners.

3.3 Receipt of a reproducible set of record drawings (as built).

3.4 The County maintenance responsibilities are subject to any applicable County contractor’s maintenance bond obligations.

4. **Zoning and Project Maps.**

4.1 **Zoning.** The Wind Energy Project is located in an area zoned Agricultural. The County shall not, during the term of the Agreement, adopt by resolution or administrative directive or policy any land use regulation, rule, moratorium or other limitation on the

density, intensity, rate, timing or sequencing of development on the Wind Energy Project, except as may be necessary to:

- (a) Comply with any state or federal laws or regulations, provided that if any such state or federal law or regulation prevents or precludes compliance with any provision of the Agreement, such affected provision shall be modified as may be necessary in order to comply with such state or federal law or regulation;
- (b) Alleviate or otherwise contain a legitimate, bona fide threat to the health or safety of the general public, in which event any resolution, rule or regulation to be imposed in an effort to contain or alleviate such threat may be imposed only after public hearing and comment and shall not, in any event, be imposed arbitrarily; or
- (c) Adopt or enforce regular amendments to County's building and fire safety codes.

Nothing in this agreement shall restrict the authority of the County to modify or amend any current policies or regulations, and any future Development Agreement between the parties should be bound by the policies and regulations in effect at the time of execution of such new Development Agreement.

#### **4.2 Submittals.**

- (a) Developer will provide to Logan County Planning and Zoning a site map showing approximate locations of each primary and alternate wind turbine prior to construction.
- (b) After construction the Developer will submit to Logan County Planning and Zoning an as-built map showing the location of each built wind turbine within the boundaries of the CUP.

### **5. Decommissioning.**

**5.1 Timing.** The proposed turbines associated with the Wind Energy Project have an expected useful life of at least 30 years. The turbines will be continually maintained throughout the life of the Wind Energy Project. Details regarding the scenarios under which the Wind Energy Project would be decommissioned are provided in the CUP application. Prior to decommissioning, Developer will file a Notice of Termination with the County. Decommissioning will be completed within eighteen (18) months of filing of the Notice of Termination, or earlier if specified in relevant landowner agreement(s).

**5.2 Decommissioning Work.** Details regarding anticipated decommissioning work are provided in the CUP application and shall proceed in accordance with that plan. All decommissioning work shall be conducted in compliance with any and all federal, state, or local laws, ordinances, orders, regulations. In addition, the Developer shall complete the following as part of decommissioning:

- (a) Turbines (including towers and pad-mount transformers), overhead power lines, communication lines, and substations as applicable will be cleared and removed

from the Property. Any liquids, greases, and similar materials relating to any turbine or contained within any substation will also be removed safely from the Property in accordance with then-existing laws and regulations;

- (b) Tower foundations and pad-mount transformer foundations will be cleared and removed from the ground four feet below the grade of the land affected thereby; any holes or cavities created in the ground as a result of such removal will be filled with material of the same or similar type as the surrounding area;
- (c) Roads installed by Developer will be cleared and removed from the Property unless the surface owner of the Property on which the road lies requests that such roads not be removed; any holes or cavities created in the ground as a result of such removal will be filled with top soil of the same or similar type as the surrounding area;
- (d) All buried cables of whatever type (i.e., power, fiber-optic, communication) installed three feet or less from the grade of the land affected thereby will be cleared and removed from the premises; any holes or cavities created in the ground as a result of such removal will be filled with top soil of the same or similar type as the surrounding area;
- (e) Any large rocks excavated during decommissioning will be cleared and removed from the Property or crushed; and
- (f) Developer agrees to use commercially reasonable efforts to repair the surface of the Property as is reasonably practicable and to a depth of the soil at that location of four (4) feet below grade and to reseed all disturbed grass areas with native grass as needed.

**5.3 Decommissioning Costs.** Developer will provide to the County an updated estimate of decommissioning and restoration costs calculated by a professional engineer following year fifteen (15) of operation and updated every five (5) years thereafter. Developer will establish and maintain decommissioning financial assurance at the amount determined by the professional engineer's estimates and shall provide to the County documentation of such financial assurance on the same schedule as the updated cost estimates. Additionally, following year 15 of operation, Developer will make an annual demonstration to the County to confirm Developer's ongoing financial wherewithal and ability to decommission the Wind Energy Project by providing information confirming it meets key thresholds such as: (1) current rating for its most recent bond issuance as issued by Standard and Poor's, Fitch's or Moody's; (2) sufficient tangible net worth to complete decommissioning based on the most recent decommissioning cost estimate; and/or (3) assets located in the United States amounting to a sum sufficient to complete decommissioning based on the most recent decommissioning cost estimate.

**5.4 Confirmation of Decommissioning Compliance.** Subject to the County making appropriate arrangements with any private landowner(s), the County will have the right,

but not the requirement, to enter the Property to review final decommissioning to confirm it is consistent with the decommissioning plan set out in the CUP application and approved by Resolution No. 2020-22.

6. **Resolution No. 2020-22 Conditions.**

6.1 **Sound.**

- (a) As set out in Resolution No. 2020-22, Finding of Fact number 2, noise decibel levels created by the Wind Energy Project turbines will be 50 decibels or less, which would meet the most restrictive statutory requirements for noise abatement even if the Wind Energy Project involved a residential zone, which it does not.
- (b) Developer will monitor sound studies and reports during the life of the Wind Energy Project. Prior to commissioning and beginning to sell power onto the grid Developer will provide a baseline sound report to the County for the Wind Energy Project. Six (6) months after commissioning or beginning to sell power onto the grid, Developer will provide to the County an updated operational sound report. Eighteen (18) months after commissioning or beginning to sell power onto the grid, Developer will provide to the County an updated operational sound report.
- (c) The complaint resolution process established by Developer to address concerns of citizens situated within the boundaries of the Wind Energy Project (paragraph 6.2, below) shall provide a means by which any such concerns, including those related to sound, may efficiently be brought to the attention of Developer for resolution.

6.2 **Complaint Resolution.** Consistent with Resolution No. 2020-22, a complaint resolution process to address concerns of citizens situated within the boundaries of the Wind Energy Project shall be established by Developer, as follows.

- (a) Prior to construction, Developer shall communicate to property owners adjacent to the Project and entities having taxing authority, including but not limited to schools, special districts and other governmental entities, as well as permitting agencies, the contact name, address, and telephone number for the Construction Manager (and, prior to the end of construction, the Operations Manager) for the Wind Energy Project. Once construction begins, Developer will also publish in a local newspaper of general circulation a toll-free number and address for the Wind Energy Project website, which number and website will be regularly checked during business days and hours by Developer. Complaints may be made through the following channels: (a) by calling the local or toll-free number and speaking directly with construction or operations personnel in the field; or (b) by writing to the Developer at its local address, e-mail address, Wind Energy Project website, or its principal place of business.
- (b) If the County receives any complaint, the County shall provide to the Developer as soon as practicable but no later than five (5) business days after the County's receipt of such complaint.



- (c) Developer shall promptly work directly with any complainant to review and resolve the subject complaint. If Developer is unable to resolve the complaint, Developer will notify Logan County Planning and Zoning of such and explain why the Developer believes the issue cannot be reasonably resolved. Logan County Planning and Zoning shall evaluate the issue pursuant to Resolution No. 2020-22, the CUP, and applicable County requirements. If the County believes that the Developer has violated any provisions or requirements of the aforesaid documents and regulations, the County shall notify Developer within fourteen (14) days after receiving notification of the issue from the Developer, and the Parties shall work together in good faith to reach a resolution. If such resolution cannot be reached then the County may pursue the matter through its appropriate process.
- (d) Developer shall keep a log locally of the name and contact information of the complainant, details of the complaint, and the actions taken to resolve the complaint. Such log will be available to the County for inspection and copying upon request.

7. **Additional Provisions.**

7.1 **County Fees.**

- (a) County, through the approval of the Agreement, will apply the Logan County Building Permit fees for the Wind Energy Project, to include up to eighty-nine (89) wind turbines and associated structures as approved in the CUP, to the project as a whole instead of calculating fees for each turbine/tower as a separate structure, as set forth in Exhibit D. The individual turbines/towers associated with the Wind Energy Project will be issued separate Building Permit numbers for tracking and inspection purposes.
- (b) The Developer shall pay all Logan County Sales and Use Taxes related to the Wind Energy Project.

7.2 **Lighting.** Wind turbine lighting is regulated by the Federal Aviation Administration (“FAA”) and the Wind Energy Project will follow all applicable standards. Nighttime lighting consisting of two FAA L-864 aviation red flashing lights (medium intensity) will be mounted on the top of the nacelle of the wind turbine.

8. **Representatives; Default; Cure Period.**

8.1 **Appointment of Representatives.** County and Developer each shall designate and appoint a representative to act as a liaison between County and its various departments and Developer. The initial representative shall be the individuals identified in paragraph 9, below. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

8.2 **Default; Cure Period.** Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party, shall constitute a default under this

Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within the thirty day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting party shall have all rights and remedies which may be available under law or equity including without limitation, the right to specifically enforce any term or provision hereof.

9. **Notices and filings.**

9.1 **Manner of Serving.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made and delivered or served if in writing and delivered personally or sent by certified United States mail, postage prepaid, return receipt requested, if to:

County: Byron H. Pelton, Chairman  
BOARD OF COUNTY COMMISSIONERS  
315 North Main Street, Suite 2  
Sterling, Colorado 80751

Developer: F. Kevin Gildea  
Niyol Wind, LLC  
700 Universe Boulevard  
Juno Beach, Florida 33408

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner.

9.2 **Mailing Effective.** Notices, filings, consents, approvals and communication given by mail shall be deemed delivered upon receipt or seventy-two (72) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above, whichever first occurs.

10. **General.**

10.1 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by County or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

10.2 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.

10.3 **Captions.** The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

10.4 **Adoption or Agreement.** This Agreement shall be approved and adopted by the Governing Body of the County of Logan County, Colorado.

10.5 **Further Acts.** Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. Without limiting the generality of the foregoing, County shall cooperate in good faith and process in a reasonably timely fashion any requests and applications for permit approvals or revisions, and other necessary approvals relating to the development of the Property by Developer or its successor.

10.6 **Successors.** All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as covenants running with the land. Developer and County expressly acknowledge and agree that Developer may sell all or some of the Wind Energy Project prior to the development of same by Developer. In the event of such sale, Developer shall no longer have any obligations hereunder with respect to the portion of the Wind Energy Project so sold. Notwithstanding anything to the contrary contained herein, neither Developer nor any purchaser of any portion of the Wind Energy Project shall be required to complete all or any part of the Wind Energy Project Infrastructure Improvements; provided, however, the County shall have no obligation to issue building or other permits with respect to any portion of the Wind Energy Project for which the Wind Energy Project Infrastructure Improvements required hereunder are not constructed.

10.7 **Term.** Except as otherwise provided herein, the term of this Agreement shall commence on the date of execution by both parties hereto and shall automatically terminate on the ninety-ninth (99<sup>th</sup>) annual anniversary of such date; provided, however, that the Parties may extend the term hereof by written agreement.

10.8 **No Partnership.** It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between Developer and County.

10.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

10.10 **Amendment.** No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) days after any amendments to this Agreement, such amendment shall be recorded with the County Clerk and Recorder, Logan County, Colorado.

10.11 **Good standing; authority.** Each of the parties represents and warrants to the other that:

- (a) it is duly formed and validly existing under the laws of its state of formation,
- (b) it is duly qualified to do business in the State of Colorado and is in good standing under applicable state laws, and
- (c) the individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

10.12 **Governing Law.** This Agreement shall be construed and interpreted under the laws of Colorado.

10.13 **Recordation and effect.** This Agreement, shall be recorded in its entirety with the County Clerk and Recorder, Logan County, Colorado, not later than ten (10) days after its execution. This Agreement shall constitute covenants that run with the land and are binding on successors in interest, subject to Paragraph 8.6. Exhibits “A,” “B,” “C” and “D” which are too voluminous and/or not in an appropriate form for recording, shall be available for review and inspection during normal business hours at:

County of Logan County  
County Planning Office  
315 Main Street, Suite 2  
Sterling, Colorado 80751

10.14 **No Developer Representations.** Nothing contained in this Agreement shall be deemed to obligate County or Developer to complete any part or all of the development of the Property.

10.15 **Termination for conflict.** County may terminate this Agreement without penalty or further obligation, within one (1) year after its execution, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of County becomes an employee or agent of Developer in any capacity or a consultant Developer with respect to the subject matter of the Agreement.

10.16 **Construction of Agreement.** This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.

10.17 **Exhibits.** The exhibits listed on the page immediately following the signature page are attached hereto and shall be deemed to have been incorporated herein by this reference with the same force and effect as is fully set forth in the body hereof.



**COUNTY OF LOGAN COUNTY, COLORADO**

\_\_\_\_\_  
**Byron H. Pelton, CHAIRMAN**  
**Board of County Commissioners**

**ATTEST:**

\_\_\_\_\_  
**Pamela M. Bacon, COUNTY CLERK and RECORDER**

**REVIEWED FOR LEGAL SUFFICIENCY BY:**

\_\_\_\_\_  
**Alan Samber, COUNTY ATTORNEY**

**ACKNOWLEDGEMENT**

STATE OF COLORADO     )  
  )     Ss.  
COUNTY OF LOGAN     )

Byron H. Pelton, CHAIRMAN and Pamela M. Bacon, COUNTY CLERK and RECORDER and Alan Samber, ATTORNEY of the COUNTY OF LOGAN COUNTY, COLORADO acknowledged this instrument before me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires:

**DEVELOPER:**

**NIYOL WIND LLC,  
a Delaware limited liability company**

**Print Name:**  
**Title:**

## **ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      Ss.

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, of Niyol Wind, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

## **EXHIBITS**

Exhibit “A”	Legal Description of the Property
Exhibit “B”	Conditional Use Permit, Resolution No. 2020-22 Niyol Wind, LLC
Exhibit “C”	Map of Wind Energy Project Area
Exhibit “D”	Building Permit Fees

## EXHIBIT "A"

### Legal Description of Property

Township	Range	Section	Portion
6	48	5	All
6	48	8	W2
6	48	17	W2
6	48	20	W2 & W2 of W2 of SE4
6	48	29	All
6	48	30	SE4
6	48	32	W2
Township	Range	Section	Portion
7	48	5	W2 & N2NE4
7	48	6	S2 & S2 of N2
7	48	8	W2
7	48	17	S2 & NW4
7	48	18	SE4
7	48	19	W2 and SE4
7	48	20	All
7	48	28	W2 of SW4
7	48	29	W2 and SE4
7	48	30	All
7	48	31	S2 and NE4
7	48	32	All

7	49	1	E2 of NE4
7	49	5	N2 & SW4
7	49	6	N2
7	50	1	NW4
7	50	2	N2 excluding approximately 5 acres in NE4
7	50	3	N2
7	50	4	NW4
7	50	11	NE4
Township	Range	Section	Portion
8	49	31	All
8	49	32	S2
8	49	33	S2 & NE4
8	49	34	S2
8	49	35	SW4 excluding 72.21 acres and SE4 excluding 74.82 acres
8	49	36	All
8	50	33	SE4
8	50	34	S2 & NW4
8	50	36	S2 excluding 63 acres in SW4

All within the 6<sup>th</sup> Principal Meridian, Legan County, Colorado.



**EXHIBIT “B”**

[Conditional Use Permit, Resolution No. 2020-22—begins on next page]

# RESOLUTION

## NO. 2020-22

**A RESOLUTION APPROVING THE ISSUANCE OF CONDITIONAL USE PERMIT (CUP) #247 TO BE ISSUED TO NIYOL WIND, LLC FOR THE CONSTRUCTION OF A STATE OF THE ART WIND POWERED GENERATING FACILITY TO INCLUDE UP TO EIGHTY-NINE (89) WIND TURBINE GENERATORS, GENERATED POWER TO APPROXIMATELY 200.8 MW PAD MOUNTED TRANSFORMERS, BURIED AND OVERHEAD CABLE, A SUBSTATION, PRIVATE GRAVEL ACCESS ROADS, PERMANENT METEOROLOGICAL DATA COLLECTION TOWERS, OPERATIONS AND MAINTENANCE FACILITIES AND STORAGE BUILDINGS, RELATED EQUIPMENT AND STRUCTURES, RIGHTS-OF-WAY, A TEMPORARY BATCH PLANT AND OTHER ANCILLARY FACILITIES AND USES IN PORTIONS OF TOWNSHIP 9, RANGES 49 AND 50 WEST; TOWNSHIP 8, RANGES 49 AND 50 WEST; TOWNSHIP 7, RANGES 50 AND 51 WEST; AND TOWNSHIP 6, RANGE 51 WEST OF THE 6" PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.**

**WHEREAS, Niyol Wind, LLC has applied for a Conditional Use Permit (CUP) to construct a state of the art wind powered generating facility to include: up to eighty-nine (89) wind turbine generators that would generate approximately 200.8 megawatts; pad mounted transformers, buried and overhead cable, a substation, private gravel access roads, permanent meteorological data collection towers, operations and maintenance facilities and storage buildings, related equipment and structures, rights-of-way, a temporary batch plant and other ancillary facilities and uses, all of which is located in portions of the following described locations:**

Township	Range	Sections	Halves or Quarters
6 North	51 West	1	W2
		2	N2
		4	N2
Township	Range	Sections	Halves or Quarters
7 North	50 West	4,5,6,7 and 18	All
		1	N2
		2	All except E2 of SE4 of SE4
		3	All except S2 of SW4
		8	S2 and NW4
		17	S2 and W2 of NW4
		19	SW4
		20	N2 of N2
7 North	51 West	1,2,12,13,22,23,24,26,27	All
		3	N2 and N2 of SE4
		11	All except SW4 of SW4
		14	S2 and NE4
		15	S2 except NE4 of SE4
		33	S2
		34	N2 and SW4
		36	W2
Township	Range	Sections	Halves or Quarters
8 North	49 West	18,19,30	All
		5	NE4 and N2 of NW4
		6	NW4 and NW4 of NE4 and S2 less and except railroad ROW together with parcel 38051905300026 lying on either side of Railroad ROW
		7	S2 except NE4 of SE4

8 North	50 West	1,2,11-16, 21-35	All
		9	S2
		10	S2 and NE4
		18	All except SE4 of SE4
		19	All except NE4 of NE4
		20	All except NW4 of NW4
		36	SE4 and E2 of SW4
Township	Range	Sections	Halves or Quarters
9 North	49 West	31	All
		32	W2
9 North	50 West	35	N2
		36	All

all within the 6<sup>th</sup> Principal Meridian; Logan County, Colorado; and

**WHEREAS**, the Logan County Planning Commission recommended approval of the application for a Conditional Use Permit for the construction of a state of the art wind powered generating facility located on the aforementioned identified land after a public hearing held on April 21, 2019, concluding on May 19, 2020; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners to consider the application for the Conditional Use Permit on June 2, 2020, after due notice was provided as required by law.

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

**APPROVAL:**

The application of Niyol Wind, LLC for Conditional Use Permit #247 is hereby GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT:**

1. The proposed use is compatible with existing agricultural land uses in the area, which is zoned Agricultural with a Conditional Use Permit required for the proposed use.
2. Noise decibel levels created by the turbines will be 50 decibels or less, which would meet the most restrictive statutory requirements for noise abatement even if this involved a residential zone, which it is not.
3. The Logan County Master Plan embraces the development of renewable energy projects and the proposed development meets Logan County's current zoning regulations.
4. Impacts on Wildlife have been adequately addressed and are minor.
5. The imposition of reasonable conditions, as set forth below, adequately address concerns about shadow flicker, ice throw, noise abatement, and all other safety concerns.

**III. CONDITIONS:**

1. The applicant shall submit to Logan County Planning and Zoning an as-built map showing the location of each wind turbine within the boundaries of the CUP project.
2. Building plans must be submitted for administrative approval prior to the start of construction.
3. Any right-of-way crossings and temporary turnouts for the CUP area will be applied for, subsequent to a hearing on this Application by the Board of County Commissioners.

4. The permit term shall be for ninety-nine (99) years on the identified and approved CUP #247. If any changes, such as alterations or enlargements occur to the CUP #247 identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those changes.
5. As a condition of approval of the CUP #247 the applicant shall enter into a Development Agreement between the Board of County Commissioners and applicant that will include the conditions set forth herein as well as additional specific details on the development of the wind project, which will include a decommissioning plan as proposed in Exhibit Q of the applicant's permit application, and requirements for ongoing noise monitoring, and shall contain provisions for an effective complaint resolution process to address concerns of citizens situated within the boundaries of the project.
6. All towers sited within 2,500 feet of an occupied structure must have noise reducing turbine blades affixed.
7. Tower setback requirements shall be as set forth in Table 1 of the applicant's proposal for setbacks.
8. All towers shall have lighting installed as required by FAA regulations.

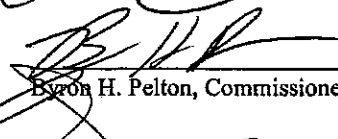
**BE IT THEREFORE RESOLVED**, that Conditional Use Permit #247 is granted to Niyol Wind, LLC to construct a state of the art wind powered generating facility with a total of up to Eighty-nine (89) wind turbine generators that would generate approximately 200.8 megawatts; pad mounted transformers, buried and overhead cable, a substation, private gravel access roads, permanent meteorological data collection towers, operations and maintenance facilities and storage buildings, related equipment and structures, rights-of-way, a temporary batch plant and other ancillary facilities and uses on the identified project area, subject to the conditions set forth above. 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 federal or state laws and county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 16<sup>th</sup> day of June, 2020.

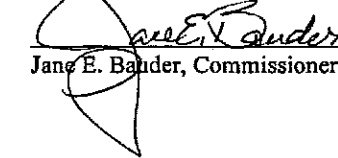
BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

  
Joseph A. McBride, Chairman

(AYE)(NAY)

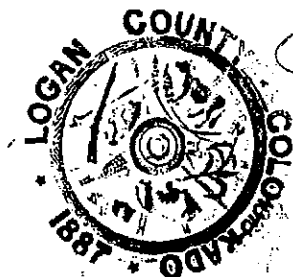
  
Byron H. Pelton, Commissioner

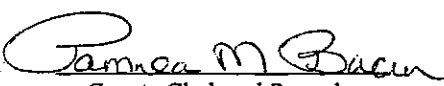
(AYE)(NAY)

  
Jane E. Bander, Commissioner

(AYE)(NAY)

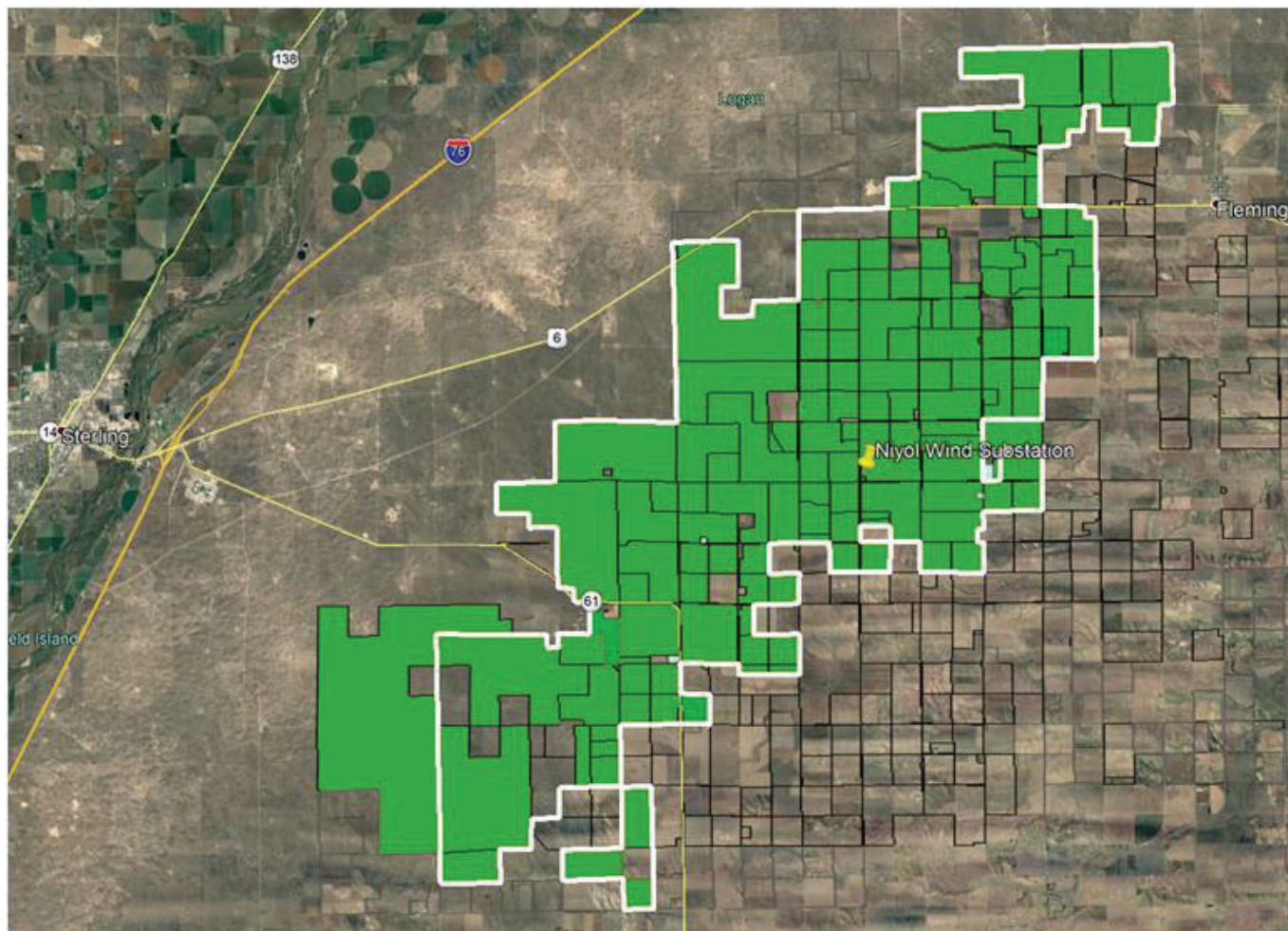
I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 16<sup>th</sup> day of June, 2020.



  
County Clerk and Recorder

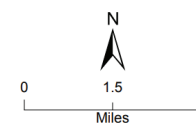
**EXHIBIT “C”**

[Map of Wind Project Area—begins on next page]



**Niyol Wind, LLC**  
200MW  
Logan County, Colorado  
12/27/20

Niyol Wind's project boundary covers approximately 40,000 acres of private property and Colorado State Land Board parcels.



## **EXHIBIT “D”**

### Building Permit Fees

#### **NIYOL WIND PROJECT**

#### **LOGAN COUNTY, COLORADO**

##### Building Fees

##### Logan County Sales and Use Tax

1-tower is = 1.547 Million \$	\$	1,547,000.00	GE 2.82WW
1-tower is = 2.197 Million \$	\$	2,197,500.00	GE 2.3MW
Number of 2.82MW Towers		68	
Number of 2.3MW Towers		6	
<b>Balance of Plant Materials</b>	<b>\$</b>	<b>11,895,716.00</b>	

##### BP Fees

First 1 Million	\$	5,608.00
Each 1000 after	\$	3.15
Use Tax of Building and Construction Materials		1%

	Materials 2.82MW	Materials 2.3MW
Tower Foundation	\$ 82,702.70	\$ 82,702.70
Tower, cell, rotar, blade, controller	\$ 1,547,000.00	\$ 2,197,500.00
<b>TOTAL Per Tower</b>	<b>\$ 1,629,702.70</b>	<b>\$ 2,280,202.70</b>

Building Permit Fee <b>Per Tower</b>	\$ 5,763.51
Material use Tax <b>Per Tower</b>	\$ 18,431.99
Total Fees per Tower	\$ 24,195.50

Total BP Fees	\$ 426,499.66
Total Use Tax	\$ 1,363,967.16
Total Cost for 74 Towers	\$ 1,796,074.82

## **DEVELOPMENT AGREEMENT—TRANSMISSION PROJECT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **LOGAN COUNTY, COLORADO** (“County”) and **NIYOL WIND, LLC**, a Delaware limited liability company (“Developer,” and, together with County, “Parties”) for constructing a 230 KV energy transmission line and associated support structures and running approximately 23 miles in length in Logan County, Colorado (“Transmission Project”).

### **RECITALS**

- A. Developer is the Easement holder of the real property located in Logan County, Colorado, legally described on Exhibit A (“the Property”).
- B. After conducting public hearings, on September 1, 2020, the Logan Board of County Commissioners (“Governing Body”) approved, by Resolution No. 2020-30, the Conditional Use Permit (“CUP,” appended as Exhibit B) for the Transmission Project.
- C. The approval of the CUP by the Governing Body was made subject to the approval and recordation of a development agreement mutually agreeable to Developer and County.
- D. Developer and County desire to provide in this Agreement for (i) Developer’s assurances to County that the Transmission Project will be developed in accordance with the provisions of this Agreement, and (ii) County’s assurances to Developer that Developer will be permitted to develop the Property in accordance with the provisions of this Agreement and the CUP.
- E. County and Developer acknowledge and agree that the development of the Transmission Project will result in planning and economic benefits to the County and its residents by (i) being consistent with the Logan County Master Plan which embraces the development of renewable energy projects, which the Transmission Project will serve, (ii) increasing tax and other revenues to County based upon, among other things, the construction of improvements associated with the Transmission Project and the use of the Property for support of renewable energy production while continuing existing land uses in the area, which is zoned Agricultural, (iii) creating jobs through the development and continued operation and maintenance of the Transmission Project, and (iv) providing a revenue stream for the participating Property owners.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, County and Developer state, confirm and agree as follows:

### **AGREEMENT**

- 1. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Agreement by this reference.
- 2. **Infrastructure Improvements.** Subject to the provisions herein contained, Developer agrees to assume and satisfy, at its own cost, all applicable development costs, and to



construct or install, or cause to be constructed or installed, in accordance with County Codes and Regulations, all public roads (paved or unpaved), and the associated road support and drainage facilities, including back-slope cuts, borrow ditches, culverts, bridges, and traffic control devices, and the legal easements providing for all public roads and associated road support and drainage facilities, associated with the Transmission Project (“Infrastructure Improvements”).

- 2.1 Developer accepts responsibility for all engineering and surveying costs for all Infrastructure Improvements for the Transmission Project, whether such Infrastructure Improvements are constructed directly by the Developer or by the County.
- 2.2 All Infrastructure Improvements shall be designed and constructed in compliance with standards and specifications of Logan County and relevant state agencies.
- 2.3 Construction of Infrastructure Improvements shall not commence until any required plans and specifications for such Infrastructure Improvements have been approved by County and/or relevant state or federal agencies.
- 2.4 The sequencing of the construction of Infrastructure Improvements may be modified by agreement of the Parties.

3. **Infrastructure Construction, Dedication; Operation; Maintenance.** All Infrastructure Improvements related to the Transmission Project constructed on public right-of-ways shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, codes, regulations and design standards. Infrastructure Improvements intended to become a part of the County system shall, subject to inspection and acceptance by the County in accordance with applicable laws, codes, rules and regulations, be dedicated to the County. Thereafter, County shall accept the dedication and be solely responsible for the operation and maintenance of such Infrastructure Improvements, upon completion of the following:

- 3.1 Receipt of certification from Developer’s engineer (confirmed by a third-party inspector as applicable) that the Infrastructure Improvements were constructed in substantial compliance with the approved plans and specifications.
- 3.2 Logan County Road and Bridge Department recommends acceptance to the Board of County Commissioners.
- 3.3 Receipt of a reproducible set of record drawings (as built).
- 3.4 The County maintenance responsibilities are subject to any applicable County contractor’s maintenance bond obligations.

4. **Zoning and Project Maps.**

- 4.1 **Zoning.** The Transmission Project is located in an area zoned Agricultural. The County shall not, during the term of the Agreement, adopt by resolution or

administrative directive or policy any land use regulation, rule, moratorium or other limitation on the density, intensity, rate, timing or sequencing of development on the Transmission Project, except as may be necessary to:

- (a) Comply with any state or federal laws or regulations, provided that if any such state or federal law or regulation prevents or precludes compliance with any provision of the Agreement, such affected provision shall be modified as may be necessary in order to comply with such state or federal law or regulation;
- (b) Alleviate or otherwise contain a legitimate, bona fide threat to the health or safety of the general public, in which event any resolution, rule or regulation to be imposed in an effort to contain or alleviate such threat may be imposed only after public hearing and comment and shall not, in any event, be imposed arbitrarily; or
- (c) Adopt or enforce regular amendments to County's building and fire safety codes.

Nothing in this agreement shall restrict the authority of the County to modify or amend any current policies or regulations, and any future Development Agreement between the parties should be bound by the policies and regulations in effect at the time of execution of such new Development Agreement.

#### 4.2 **Submittals.**

- (a) Developer will provide to Logan County Planning and Zoning a site map showing approximate locations of the Transmission Project prior to construction.
- (b) After construction the Developer will submit to Logan County Planning and Zoning an as-built map showing the location of the Transmission Project.

### 5. **Decommissioning.**

- 5.1 **Timing.** The proposed turbines associated with the Niyol Wind Energy Generation Project have an expected useful life of at least 30 years. The turbines and the Transmission Project will be continually maintained throughout that time period. Details regarding the scenarios under which decommissioning would occur are provided in the CUP application. Prior to decommissioning, Developer will file a Notice of Termination with the County. Decommissioning will be completed within eighteen (18) months of filing of the Notice of Termination, or earlier if specified in relevant landowner agreement(s).
- 5.2 **Decommissioning Work.** Details regarding anticipated decommissioning work are provided in the CUP application and shall proceed in accordance with that plan. All decommissioning work shall be conducted in compliance with any and all

federal, state, or local laws, ordinances, orders, regulations. In addition, the Developer shall complete the following as part of decommissioning:

- (a) Turbines (including towers and pad-mount transformers), overhead power lines, communication lines, and substations as applicable will be cleared and removed from the Property. Any liquids, greases, and similar materials relating to any turbine or contained within any substation will also be removed safely from the Property in accordance with then-existing laws and regulations;
- (b) Tower foundations and pad-mount transformer foundations will be cleared and removed from the ground four feet below the grade of the land affected thereby; any holes or cavities created in the ground as a result of such removal will be filled with material of the same or similar type as the surrounding area;
- (c) Roads installed by Developer will be cleared and removed from the Property unless the surface owner of the Property on which the road lies requests that such roads not be removed; any holes or cavities created in the ground as a result of such removal will be filled with top soil of the same or similar type as the surrounding area;
- (d) All buried cables of whatever type (i.e., power, fiber-optic, communication) installed three feet or less from the grade of the land affected thereby will be cleared and removed from the premises; any holes or cavities created in the ground as a result of such removal will be filled with top soil of the same or similar type as the surrounding area;
- (e) Any large rocks excavated during decommissioning will be cleared and removed from the Property or crushed; and
- (f) Developer agrees to use commercially reasonable efforts to repair the surface of the Property as is reasonably practicable and to a depth of the soil at that location of four (4) feet below grade and to reseed all disturbed grass areas with native grass as needed.

- 5.3 **Decommissioning Costs.** Developer will provide to the County an updated estimate of decommissioning and restoration costs calculated by a professional engineer following year fifteen (15) of operation and updated every five (5) years thereafter. Developer will establish and maintain decommissioning financial assurance at the amount determined by the professional engineer's estimates and shall provide to the County documentation of such financial assurance on the same schedule as the updated cost estimates. Additionally, following year 15 of operation, Developer will make an annual demonstration to the County to confirm Developer's ongoing financial wherewithal and ability to decommission the Transmission Project by providing information confirming it meets key thresholds such as: (1) current rating for its most recent bond issuance as issued by Standard

and Poor's, Fitch's or Moody's; (2) sufficient tangible net worth to complete decommissioning based on the most recent decommissioning cost estimate; and/or (3) assets located in the United States amounting to a sum sufficient to complete decommissioning based on the most recent decommissioning cost estimate.

- 5.4 **Confirmation of Decommissioning Compliance.** Subject to the County making appropriate arrangements with any private landowner(s), the County will have the right, but not the requirement, to enter the Property to review final decommissioning to confirm it is consistent with the decommissioning plan set out in the CUP application and approved by Resolution No. 2020-30.

6. **Resolution No. 2020-30 Conditions.**

- 6.1 **Notice.** Developer will provide a minimum of 15 days' advance notice to easement Grantors prior to commencement of construction of the Transmission Project.
- 6.2 **Access Roads.** Access road improvements will be limited to the minimum disturbance necessary to complete construction and maintenance in the easement corridor, unless otherwise requested by the easement Grantor.
- 6.3 **Weed Control and Mitigation.** Developer shall comply with State of Colorado requirements regarding noxious weed control and mitigation.
- 6.4 **Erosion Prevention.** Developer shall take commercially reasonable steps to prevent the erosion of topsoil within the easement area.
- 6.5 **Reports.** Developer shall provide any particular parcel biological, cultural and environmental studies and report findings to the subject easement Grantor, if requested in writing by the Grantor, unless otherwise specified in the applicable easement agreement.
- 6.6 **Gate Closure.** Developer is responsible for closure of all gates opened to gain access to the property and respective easement corridor during construction and maintenance of the Transmission Project.
- 6.7 **Litter.** Developer shall clean up litter and refuse left at the easement site by the Grantee at the easement site.
- 6.8 **Road Use.** Developer shall enter into a Road Use Agreement between the Board of County Commissioners and applicant, detailing the road usage matters described in Exhibit B of the application.

7. **County Fees.**

- 7.1 **Building Permit.** County, through the approval of the Agreement, will apply the Logan County Building Permit fees to the Transmission Project as a whole instead of calculating fees for each single monopole as a separate structure, as set forth in Exhibit D. The individual monopole support structures associated with the

Transmission Project will be issued single Building Permit number that covers all of the structures, with individual numbers for tracking and inspection purposes.

- 7.2 **Sales and Use Tax.** The Developer shall pay all Logan County Sales and Use Taxes related to the Transmission Project.

8. **Representatives; Default; Cure Period.**

- 8.1 **Appointment of Representatives.** County and Developer each shall designate and appoint a representative to act as a liaison between County and its various departments and Developer. The initial representative shall be the individuals identified in paragraph 9, below. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

- 8.2 **Default; Cure Period.** Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within the thirty day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting party shall have all rights and remedies which may be available under law or equity including without limitation, the right to specifically enforce any term or provision hereof.

9. **Notices and filings.**

- 9.1 **Manner of Serving.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made and delivered or served if in writing and delivered personally or sent by certified United States mail, postage prepaid, return receipt requested, if to:

County: Byron H. Pelton, Chairman  
BOARD OF COUNTY COMMISSIONERS  
315 North Main Street, Suite 2  
Sterling, Colorado 80751

Developer: F. Kevin Gildea  
Niyol Wind, LLC  
700 Universe Boulevard  
Juno Beach, Florida 33408

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner.

- 9.2 **Mailing Effective.** Notices, filings, consents, approvals and communication given by mail shall be deemed delivered upon receipt or seventy-two (72) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above, whichever first occurs.

10. **General.**

- 10.1 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by County or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 10.2 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
- 10.3 **Captions.** The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 10.4 **Adoption or Agreement.** This Agreement shall be approved and adopted by the Governing Body of the County of Logan County, Colorado.
- 10.5 **Further Acts.** Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. Without limiting the generality of the foregoing, County shall cooperate in good faith and process in a reasonably timely fashion any requests and applications for permit approvals or revisions, and other necessary approvals relating to the development of the Property by Developer or its successor.
- 10.6 **Successors.** All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as covenants running with the land. Developer and County expressly acknowledge and agree that Developer may sell all or some of the Transmission Project prior to the development of same by Developer. In the event of such sale, Developer shall no longer have any obligations hereunder with respect to the portion of the Transmission Project so sold. Notwithstanding anything to the contrary contained herein, neither Developer nor any purchaser of any portion of the Transmission Project shall be required to complete all or any part of the Transmission Project Infrastructure Improvements; provided, however, the County shall have no obligation to issue building or other permits with respect to any portion of the Transmission Project for which the

Transmission Project Infrastructure Improvements required hereunder are not constructed.

- 10.7 **Term.** Except as otherwise provided herein, the term of this Agreement shall commence on the date of execution by both parties hereto and shall automatically terminate on the ninety-ninth (99<sup>th</sup>) annual anniversary of such date; provided, however, that the Parties may extend the term hereof by written agreement.
- 10.8 **No Partnership.** It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between Developer and County.
- 10.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- 10.10 **Amendment.** No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) days after any amendments to this Agreement, such amendment shall be recorded with the County Clerk and Recorder, Logan County, Colorado.
- 10.11 **Good standing; authority.** Each of the parties represents and warrants to the other that:
- (a) it is duly formed and validly existing under the laws of its state of formation,
  - (b) it is duly qualified to do business in the State of Colorado and is in good standing under applicable state laws, and
  - (c) the individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.
- 10.12 **Governing Law.** This Agreement shall be construed and interpreted under the laws of Colorado.
- 10.13 **Recordation and effect.** This Agreement, shall be recorded in its entirety with the County Clerk and Recorder, Logan County, Colorado, not later than ten (10) days after its execution. This Agreement shall constitute covenants that run with the land and are binding on successors in interest, subject to Paragraph 8.6. Exhibits "A," "B," "C" and "D" which are too voluminous and/or not in an appropriate form for recording, shall be available for review and inspection during normal business hours at:

County of Logan County  
County Planning Office

315 Main Street, Suite 2  
Sterling, Colorado 80751

- 10.14 **No Developer Representations.** Nothing contained in this Agreement shall be deemed to obligate County or Developer to complete any part or all of the development of the Property.
- 10.15 **Termination for conflict.** County may terminate this Agreement without penalty or further obligation, within one (1) year after its execution, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of County becomes an employee or agent of Developer in any capacity or a consultant Developer with respect to the subject matter of the Agreement.
- 10.16 **Construction of Agreement.** This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.
- 10.17 **Exhibits.** The exhibits listed on the page immediately following the signature page are attached hereto and shall be deemed to have been incorporated herein by this reference with the same force and effect as is fully set forth in the body hereof.



**COUNTY OF LOGAN COUNTY, COLORADO**

\_\_\_\_\_  
**Byron H. Pelton, CHAIRMAN**  
**Board of County Commissioners**

**ATTEST:**

\_\_\_\_\_  
**Pamela M. Bacon, COUNTY CLERK and RECORDER**

**REVIEWED FOR LEGAL SUFFICIENCY BY:**

\_\_\_\_\_  
**Alan Samber, COUNTY ATTORNEY**

**ACKNOWLEDGEMENT**

STATE OF COLORADO     )  
  )  
COUNTY OF LOGAN     )     Ss.

Byron H. Pelton, CHAIRMAN and Pamela M. Bacon, COUNTY CLERK and  
RECORDER and Alan Samber, ATTORNEY of the COUNTY OF LOGAN COUNTY,  
COLORADO acknowledged this instrument before me on the \_\_\_\_ day of \_\_\_\_\_,  
2021.

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

My Commission Expires:

**DEVELOPER:**

**NIYOL WIND LLC,  
a Delaware limited liability company**

**Print Name:**  
**Title:**

## **ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      Ss.

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, of Niyol Wind, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

## **EXHIBITS**

Exhibit “A”	Legal Description of the Property
Exhibit “B”	Conditional Use Permit, Resolution No. 2020-30 Niyol Wind, LLC
Exhibit “C”	Map of Transmission Project Area
Exhibit “D”	Building Permit Fees

## EXHIBIT "A"

### Legal Description of Property

Township	Range	Section	Portion
6	48	5	All
6	48	8	W2
6	48	17	W2
6	48	20	W2 & W2 of W2 of SE4
6	48	29	All
6	48	30	SE4
6	48	32	W2
Township	Range	Section	Portion
7	48	5	W2 & N2NE4
7	48	6	S2 & S2 of N2
7	48	8	W2
7	48	17	S2 & NW4
7	48	18	SE4
7	48	19	W2 and SE4
7	48	20	All
7	48	28	W2 of SW4
7	48	29	W2 and SE4
7	48	30	All
7	48	31	S2 and NE4
7	48	32	All
7	49	1	E2 of NE4
7	49	5	N2 & SW4
7	49	6	N2
7	50	1	NW4
7	50	2	N2 excluding approximately 5 acres in NE4
7	50	3	N2
7	50	4	NW4
7	50	11	NE4
Township	Range	Section	Portion
8	49	31	All
8	49	32	S2
8	49	33	S2 & NE4
8	49	34	S2
8	49	35	SW4 excluding 72.21 acres and SE4 excluding 74.82 acres
8	49	36	All
8	50	33	SE4
8	50	34	S2 & NW4
8	50	36	S2 excluding 63 acres in SW4

All within the 6<sup>th</sup> Principal Meridian, Legan County, Colorado.

DEVELOPMENT AGREEMENT – NIYOL, LLC TRANSMISSION PROJECT

**EXHIBIT “B”**

[Conditional Use Permit, Resolution No. 2020-30—begins on next page]

**RESOLUTION**  
**NO. 2020-30**

**A RESOLUTION APPROVING THE ISSUANCE OF CONDITIONAL USE PERMIT (CUP) #248 TO BE ISSUED TO NIYOL WIND, LLC FOR THE CONSTRUCTION OF A 230 KV ENERGY TRANSMISSION LINE IN PORTIONS OF TOWNSHIP 8, RANGES 49 AND 50 WEST; TOWNSHIP 7, RANGES 48, 49 AND 50 WEST; AND TOWNSHIP 6, RANGE 48 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.**

**WHEREAS**, Niyol Wind, LLC has applied for a Conditional Use Permit (CUP) to construct a 230 KV energy transmission line. The project will consist of transmission poles, and overhead and ground wires originating at the Niyol Wind Generation Center's substation. The transmission line will run 23 miles in length within Logan County. The transmission line support structures will consist of a single monopole structure. Overhead wires will consist of one communication line, six wires attached to a nonspecular conductor, and one ground wire. The Niyol energy transmission project will be located on private and state land, all of which are located in portions of the following described locations:

Township	Range	Section	Portion
6	48	5	All
6	48	8	W2
6	48	17	W2
6	48	20	W2 & W2 of W2 of SE4
6	48	29	All
6	48	30	SE4
6	48	32	W2
Township	Range	Section	Portion
7	48	5	W2 & N2NE4
7	48	6	S2 & S2 of N2
7	48	8	W2
7	48	17	S2 & NW4
7	48	18	SE4
7	48	19	W2 and SE4
7	48	20	All
7	48	28	W2 of SW4
7	48	29	W2 and SE4
7	48	30	All
7	48	31	S2 and NE4
7	48	32	All
7	49	1	E2 of NE4
7	49	5	N2 & SW4
7	49	6	N2
7	50	1	NW4
7	50	2	N2 excluding approximately 5 acres in NE4
7	50	3	N2
7	50	4	NW4
7	50	11	NE4
Township	Range	Section	Portion
8	49	31	All
8	49	32	S2
8	49	33	S2 & NE4
8	49	34	S2
8	49	35	SW4 excluding 72.21 acres and SE4 excluding 74.82 acres
8	49	36	All
8	50	33	SE4
8	50	34	S2 & NW4
8	50	36	S2 excluding 63 acres in SW4

all within the Sixth Principal Meridian, Logan County, Colorado; and

**WHEREAS**, the Logan County Planning Commission recommended approval of the application for a Conditional Use Permit, with conditions, for the construction of a 230 KV transmission line originating at the Niyol Wind Generation Center's substation, running 23 miles in length in Logan County on the aforementioned identified land after a public hearing held on August 18, 2020; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners to consider the application for the Conditional Use Permit on September 1, 2020, after due notice was provided, as required by law.

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

**I. APPROVAL:**

The application of Niyol Wind, LLC for a ninety-nine (99) year Conditional Use Permit #248 is hereby GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT:**

1. The proposed use is compatible with existing land uses in the area, which are zoned Agricultural, and require a Conditional Use Permit for the proposed use.
2. The Logan County Master Plan embraces the development of renewable energy projects, and the proposed transmission line is affiliated with a renewable energy development
3. The proposed use, with reasonable conditions, will not create any unusual danger to safety the surrounding areas and does not create offensive noise, vibration, smoke, dust, odors, heat, glare or other objectionable influences beyond the boundaries of the property on which such use is located.
4. The easements and ROWs set out in the application are appropriately sited to accommodate the single transmission line proposed, which will run parallel to existing approved transmission.

**III. CONDITIONS:**

As a condition of the approval of CUP #248:

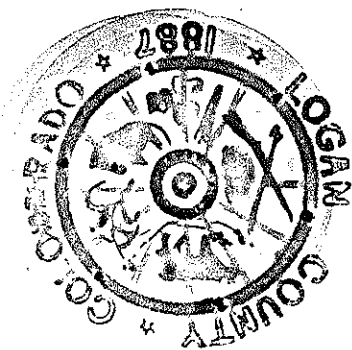
1. The applicant shall be permitted to construct and operate a single transmission line in the defined corridor during the stated time period. No additional transmission lines or pipelines can be added to these easements without obtaining separate approval of a permit for those changes.
2. The applicant shall provide a minimum of 15 days' advance notice to easement Grantors prior to commencement of the transmission line construction.
3. Access road improvements will be limited to the minimum disturbance necessary to complete construction and maintenance in the easement corridor, unless otherwise requested by the easement Grantor.
4. The applicant shall comply with Colorado statutory and/or regulatory requirements for noxious weed control and mitigation.
5. The applicant shall take commercially reasonable steps to prevent the erosion of topsoil within the easement area.
6. The applicant shall provide any particular parcel biological, cultural and environmental studies and report findings to each easement Grantor, if

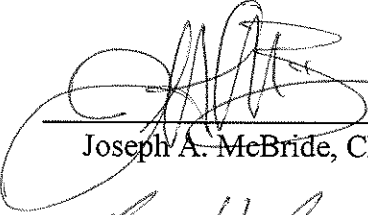
- requested by the Grantor, unless otherwise specified in the applicable easement agreement.
7. The applicant is responsible for closure of all gates opened to gain access to the property and respective easement corridor during construction and maintenance of the transmission line.
  8. The applicant shall clean up litter and refuse left by the easement Grantee at the easement site.
  9. The applicant shall enter into a Road Use Agreement between the Board of County Commissioners and applicant, detailing the road usage matters described in Exhibit B of the application.
  10. The applicant shall enter into a Development Agreement between the Board of County Commissioners and applicant, which will include the conditions set forth herein as well as additional details on the development of the transmission line and the decommissioning plan proposed in Exhibit O of the application.
  11. The permit term shall be for ninety-nine (99) years on the identified and approved CUP #248. If any changes, such as alterations or enlargements occur to the CUP #248 identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those changes.

**BE IT THEREFORE RESOLVED**, that Conditional Use Permit #248 is granted to Niyol Wind, LLC to construct and operate a 230 KV energy transmission line for a period of ninety-nine (99) years, subject to the conditions set forth above. 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 federal or state laws and county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

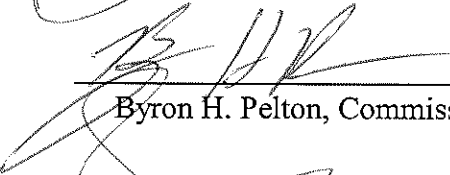
Done the 1st day of September, 2020.

LOGAN COUNTY BOARD OF  
COMMISSIONERS  
LOGAN COUNTY, COLORADO

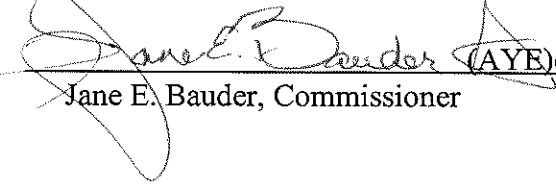


  
Joseph A. McBride, Chairman

(AYE)(NAY)


  
Byron H. Pelton, Commissioner

(AYE)(NAY)

  
Jane E. Bauder, Commissioner

(AYE)(NAY)

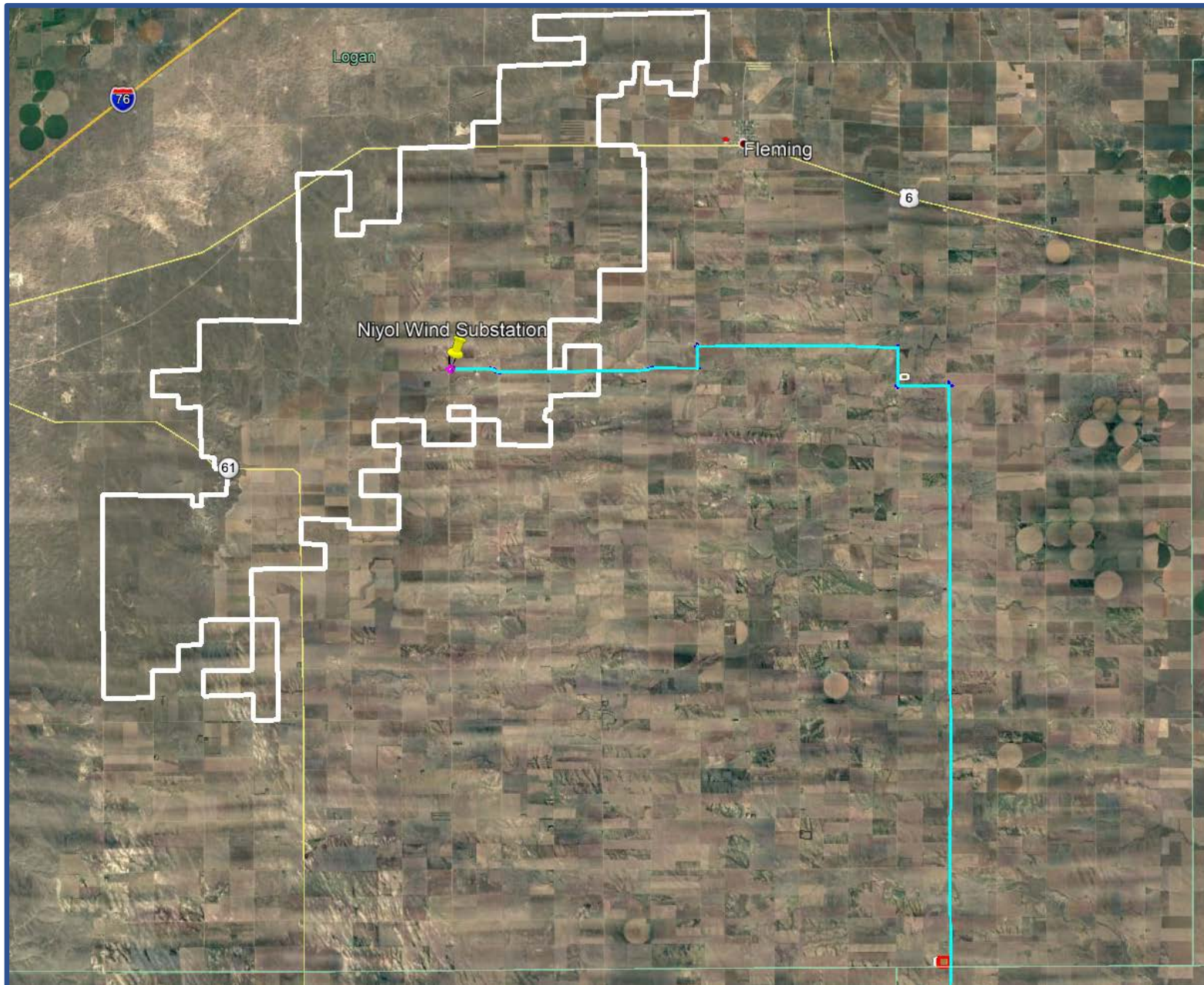
I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 1st day of September, 2020.

  
County Clerk and Recorder



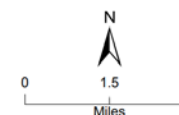
**EXHIBIT “C”**

[Map of Transmission Project Area—begins on next page]



**Niyol Wind, LLC**  
Transmission Line  
Logan County, Colorado  
1/08/21

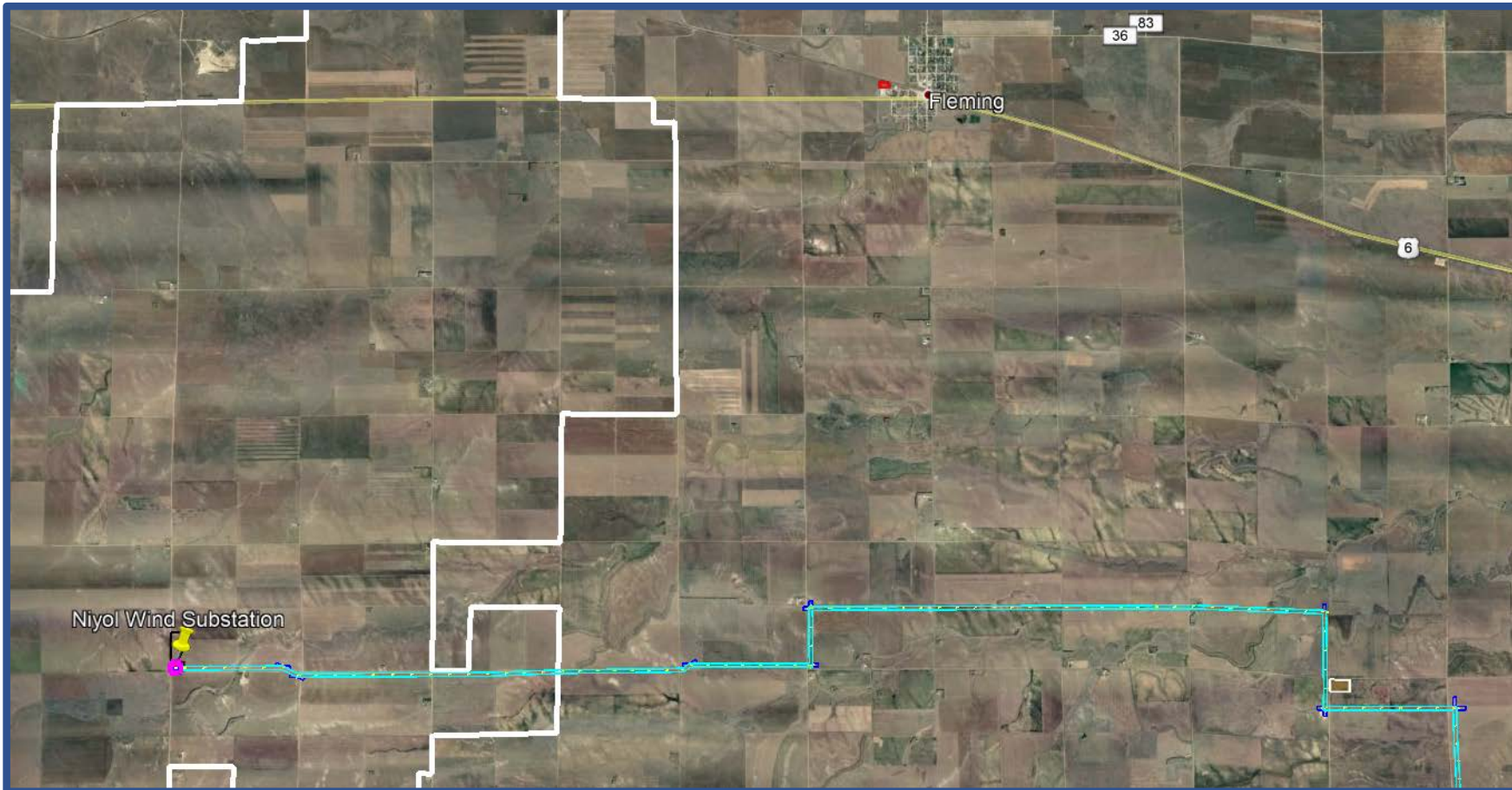
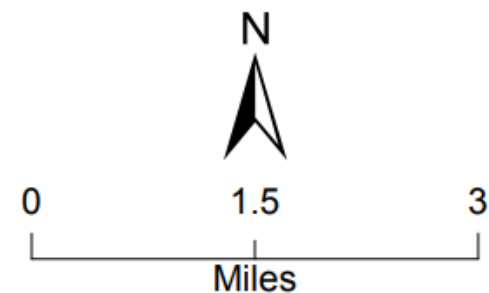
Niyol Transmission project covers approximately 23 miles of private property and Colorado State Land Board parcels.





**Niyol Wind, LLC**  
Transmission Line  
Logan County, Colorado  
1/08/21

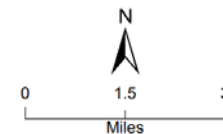
- 5 Miles along County Rd 6
- .5 Miles along County Rd 77
- .25 Miles along County Rd 85
- 11.75 Miles along County Rd 87
- 5.5 Miles on private property





**Niyol Wind, LLC**  
Transmission Line  
Logan County, Colorado  
1/08/21

- 5 Miles along County Rd 6
- .5 Miles along County Rd 77
- .25 Miles along County Rd 85
- 11.75 Miles along County Rd 87
- 5.5 Miles on private property



## **EXHIBIT “D”**

### Building Permit Fees

<b>NIYOL TRANSMISSION LINE PROJECT</b>		
<b>LOGAN COUNTY, COLORADO</b>		
Building Fees		
Logan County Sales and Use Tax		
BP Fees		
First 1 Million	\$	5,608.00
Each 1000 after	\$	3.15
Use Tax of Building and Construction Materials		1%
Transmission Line Materials	\$	5,545,083.23
Transmission Line Materials Minus First \$1MM	\$	4,545,083.23
Building Permit Fee \$5,608.00 for First \$1MM	\$	5,608.00
Building Permit Fees after First \$1MM	\$	14,317.01
Material use Tax	\$	55,450.83
Total Fees for Transmission Lines	\$	75,375.84

## MASTER ROAD USE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of January 2021, by and between the County of Logan, State of Colorado, hereinafter referred to as the "County", and Niyol Wind, LLC, of 700 Universe Blvd., Juno Beach, FL 33408, hereinafter referred to as "Company".

WHEREAS, the Company wishes to construct a wind energy facility and associated equipment in Logan County, hereinafter referred to as the "Project"; and

WHEREAS, completion of the Project shall involve the use of one or more County roads; and

WHEREAS, the Company's employees, affiliates, contractors, subcontractors, workforce and related service companies, and other agents, may utilize equipment and heavy vehicles in a significant number and / or that are recognized as being above existing limits set by the County in weight, height, and / or width on County Roads in connection with the above described Project; and

WHEREAS, the Company's use of County Roads may cause impacts which require mitigation and repair to ensure the public's continued ability to use the affected County Roads; and

WHEREAS, the powers given to the Board of Commissioners of each county includes the authority to create and maintain county roads (C.R.S. 30-11-107 and other statutory authority); and

WHEREAS, the County wants to ensure the maintenance and safe operation of the Company while using designated County Roads and the Company is agreeable to the provisions set forth herein for such purpose:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow the Company's regulated use of the affected County Roads while protecting the traveling public from damage or dangerous conditions to the roads being used. This Agreement is intended to engage both the County and the Company in an effort to avoid damage to Roads and Appurtenances and to minimize interruptions to the traveling public. The parties acknowledge that this Agreement is entered into in order to address any issues that may arise with the Company's use of the County Roads including but not limited to the following:

- a. That a Haul Route shall be agreed to and enforced by the County and the Company.



b. That in the event there is damage from the use of County Roads in the Haul Route for the hauling or moving of goods, equipment, or materials, those parties responsible for such damage are held accountable.

**2. DEFINITIONS OF TERMS USED IN THIS AGREEMENT.** The following definitions shall or may be relevant for this Agreement:

“Appurtenance” means a sidewalk, ditch, or any type of wall, fence guardrail, curb, pavement marking, traffic control device, illumination device or barrier adjacent to or in, along or on a County Road, or any construction, obstruction, erection or any situation, arrangement, or disposition of any earth, rock, tree, or other material or thing adjacent to or in, along, or on a road that is not the traveled portion of the road.

“Company” means Niyol Wind, LLC, and all of its agents, affiliates, employees, contractors, subcontractors, vendors and suppliers

“County Road or Road” means a roadway under the direction, control, and management of the County, including (1) a developed road on which improvements such as grading or surfacing have been made for the purpose of public access and included any Appurtenance, and including any bridge forming part of a County road and any structure incidental to a County or public road, and (2) an undeveloped surveyed road allowance or road plan, including primary, secondary, and secondary unmaintained roads as identified on the Logan County Road Map.

“Haul Route” means those roads identified in the map submitted by the Company and agreed to by the County as to those County Roads to be used by the Company to move or haul goods, equipment, and materials used in the Project. The map, attached hereto and identified as Exhibit A, may be updated from time to time by mutual agreement of the parties, and if so updated, shall be attached as a new Exhibit A.

**3. TERM.** This Agreement shall commence upon the date that both parties have signed this Agreement, hereinafter referred to as the “Effective Date”. The Company represents that construction of the Project in Logan County shall be completed no later than eighteen (18) months from the date of this agreement. The provisions of this Agreement, the provisions respecting liability and indemnification, to the extent of liabilities may have accrued prior to the termination, and provisions respecting settlement of accounts, shall remain in full force in accordance with their terms. All applicable County Roads on the Haul Route shall be restored and returned to “Original” (as defined below) or better condition by the completion date set forth in this paragraph. The County may, at its discretion, extend the completion date and County Road restoration requirement upon good cause shown by the Company. Approval of a request from the Company to extend the completion date shall not be unreasonably withheld by the County.

**4. COUNTY ROAD USE / HAUL ROUTE.** The County shall cooperate with the Company to establish a Haul Route which shall be the designated County Road or Roads used by the Company to move goods, equipment, and materials for the Project. Upon agreement the Haul Route shall be identified on Exhibit A attached hereto and incorporated by reference. Use of the Haul Route by the Company may commence following a pre-inspection of the proposed route and a written report from the Company as to the current condition of the road (which shall serve as the "Original" condition for purposes of this Agreement) and the County expectations. The pre-inspection shall be done by the Company within thirty (30) days before the planned start of construction. The pre-inspection shall include a video of the then condition of the County Road or Roads prior to use by the Company.

In the event that the Haul Route is to be used by another company, or project, during the term of this agreement, the Company commits to engage in good faith negotiations to reach a multi-company agreement, with the County, to mutually allocate responsibilities and liabilities between the respective Companies or Projects.

The Company shall only use the Haul Route Roads to move / haul goods, equipment, and materials related to the Project using commercial vehicles. The County and the Company agree to cooperate in the installation or placement of speed and other signage along the Haul Route, determined necessary by the County Sheriff and County Road Supervisor. Signage shall be utilized, at the discretion of the Company to designate the Haul Route, designate prohibited roads, and other matters.

**5. REPAIR AND MAINTENANCE OBLIGATIONS.** The Company shall be responsible for all costs and expenses required to repair damages to the County Roads designated on the Haul Route incurred during the Project, unless it can be clearly shown that the damage was not the result of the Project. The determination of road damage shall be made by the County and shall be immediately addressed by the Company. Maintenance obligations of the Company shall include, but not be limited to:

a. The Company shall install signage to control speed, designate the Haul Route, and other aspects of safe driving and road maintenance. The Company may utilize other signage, at its discretion or request of the Road Supervisor, to designate the Haul Route, designate prohibited roads, and other relevant matters.

b. When the Project is completed, it is agreed that the Company shall perform or provide for all necessary work and all materials necessary to restore the Haul Route roads to Original or better condition based on the condition of the roads at the time of the pre-inspection. The Company shall not be released from its Performance Guarantee until the County has approved a post construction inspection and approved the final condition of the County Roads located upon the Haul Route with



such inspection to occur within ten (10) days after the Company notifies the County that the road restoration is complete.

c. All applicable County Roads on the Haul Route shall be restored and returned to Original or better condition in accordance with the terms of this Agreement and by the completion date set forth in paragraph 3. The County may, at its discretion, extend the completion date and County Road restoration requirement upon a showing of good cause by the Company. If the Company has not commenced the restoration work before the completion date, the County may contract a third party to perform the road restoration. In that event, the County shall pay the reasonable cost of the third party's work from the Performance Guarantee. Notwithstanding the foregoing, the Company shall not be liable under this section if restoration work extends beyond the completion date if such delay was associated with circumstances caused by the County or within the County's control or by weather.

**6. CHANGES IN RESTRICTIONS.** If after commencement of the Project and the use of the Haul Route by the Company, the County reasonably determines that it is necessary to impose further restriction on the Company in the interest of public safety, the County shall consult with the Company to determine the details of such restrictions. Thereafter, the parties shall set forth, in writing, the reasonable specifics of the further restrictions imposed on the Company. The County may also require an increase in the Performance Guarantee if public safety circumstances so require. Restrictions, or changes in restrictions, as to any County Road designated in the Haul Route are set forth in Exhibit B, attached hereto and incorporated herein by reference.

**7. INTERMEDIATE AND EMERGENCY INSPECTIONS.** The County may request immediate emergency inspections when it is determined by the County that a condition exists in the subject County Road or Roads that creates a safety risk to the public. The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to complete repairs to the Haul Route Road or Roads, or require that the Company take immediate and all action necessary to complete repairs to the Haul Route Road, or Road, that the County deems necessary for public safety. As to whether an emergency situation exists, which situation could place human life and / or property in danger, shall be determined by the County through mutual consultation between the Logan County Sheriff, the County Commissioner of the subject District, and the Road Supervisor of the subject District. Every effort will be made to notify the Company when an emergency situation arises. The Company shall, provided that the weather and weather-related conditions permit, complete any necessary repairs or repairs which pose a risk to the motoring public within seven (7) business days of being notified by the County of the need for such repairs. The Company acknowledges that the Haul Route, may be temporarily closed to Company travel until repairs are completed should the County determine that the condition of the Roads is a safety hazard to vehicles traveling on the Roads.

**8. PERFORMANCE GUARANTEE.** On or before the commencement of construction of the Project, the Company or its designated representative shall deliver to the County a surety bond or letter of credit, hereinafter referred to as the "Performance Guarantee", in the amount equal to \$6,500/mile. Should the Company violate this agreement by failing to repair and maintain the Haul Route County Roads, as agreed herein, the County may draw upon the Performance Guarantee as necessary to restore the County Roads to their original condition. In the event that the Performance Guarantee is not sufficient to cover the cost of repairs, the Company shall be liable to the County for all reasonable and competitively bid costs including reasonable attorney fee and costs) incurred by the County in repairing the affected Roads to substantially the same condition they were in at the time of the pre-inspection and recovering the costs of such repairs. The Company shall have a right to receive details of all expenses incurred by the County. The Performance Guarantee shall be returned to the Company, or released, within one (1) week of the final inspection (provided the County is satisfied with the final inspection) and the obligations of the Company have been fulfilled under this Agreement. Failure of the Company to return the County Roads to their original or better condition by the end of the completion date set forth in paragraph 3 above, may also result in the County acting against the Performance Guarantee to the extent necessary to restore the County Roads.

**9. OTHER TERMS AND CONDITIONS.** The following terms and conditions whether set forth above or below, shall apply at all times during the term of this Agreement.

a. The County reserves the right to impose reasonable limitations on the hours during which Company vehicles and equipment may be moved on the County Roads covered by this Agreement. The County, acting reasonably, and depending upon the prevailing weather conditions, should the conditions make such use hazardous to the motoring public, or if emergencies warrant such suspension, may choose to temporarily suspend use of the County Roads. In such event, the County shall use its best efforts to notify the Company verbally prior to taking such action, and to consult with the Company in order to minimize any construction delays to the Project.

b. The Company shall provide, at its sole expense, all equipment, materials and labor required to restore the road surface of the Haul Route Roads in substantially the same condition the Roads were in immediately prior to the use of such Roads.

c. The Company shall be liable at all times for the repair, to the reasonable satisfaction of the County, of any damage to the Roads caused by the Company's' use. Any repairs undertaken shall restore the road surface to substantially the same condition it was in immediately prior to the use of the Road. The Company shall, providing that the weather and weather-related conditions permit, complete any necessary repairs or repairs which pose a risk to the motoring public within seven (7)

business days of being notified by the County of the need for such repairs. The Company acknowledges that the Haul Route may be temporarily closed to Company travel until repairs are completed should the County determine that the condition of the Roads is a safety hazard to vehicles travelling on the Roads.

d. In the event that the Company fails to complete the repairs required by the County, pursuant to this Agreement, the County may draw upon the Performance Guarantee to effect the repairs in accordance with the provisions of the surety bond or letter of credit. In the event that the Performance Guarantee is not sufficient to cover the cost of repairs, the Company shall be liable to the County for all reasonable and competitively bid costs (including reasonable attorney fees and costs) incurred by the County in repairing the affected Roads to substantially the same condition they were in immediately prior to the use by the Company and recovering the costs of such repairs. The Company shall have a right to receive details of all expenses incurred by the County.

e. The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to close a County Road and either complete repairs to the Haul Route Roads that the County deems to be an emergency and necessary for public safety or to require the Company to take immediate action. The Company may also in emergency situations, and acting reasonably, and without first giving any notice to the County as required elsewhere in this Agreement, take immediate action to remove its vehicles and equipment on the Haul Route Roads. The County and the Company shall provide notification to each other of any emergency action taken under this Agreement as soon as is reasonably practicable.

f. The Company shall indemnify the County against all actions, proceedings, claims, demands and costs suffered by the County to the extent that they are directly or indirectly attributable to damage caused by the Company, its employees, agents, contractors or subcontractors to the Haul Route Roads, but such indemnity shall not apply to the intentional acts or negligence of the County, its employees, agents, contractors or subcontractors. The Company's liability to the County shall be limited to direct damages and shall exclude other liability, including, without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise. Nothing in this Agreement shall be construed as a waiver to the County's defenses or protection that exist under the Colorado Governmental Immunity Act.

g. No party shall be deemed to be in default with respect to non-performance if due to strikes, lockouts, fire, storm, acts of God or terrorists, or any other cause (whether similar or dissimilar to those enumerated) beyond its control; but lack of finances shall in no event be deemed to be cause beyond a party's' control.

**10. NOTICES.** All notices required to be given under the terms of this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

**County:** Logan County

Attention: Jeff Reeves, Logan County Road and Bridge Manager

Address: 12603 CR 33, Sterling, CO 80751

Telephone: (970) 522-3426

E-Mail: ReevesJ@logancountyco.gov

**Company:** NextEra Energy Resources, LLC

Attention: Alsey Davidson, Lead Project Manager

Address: 700 Universe Blvd, E5E/JB, Juno Beach, FL 33408

Telephone: (561) 304-5573

E-Mail: Alsey.Davidson@nee.com

Either party may, from time to time, change its address for service by giving written notice to the other party. Any notice shall be deemed to have been given and received: if delivered personally (including by reputable overnight courier), on the day delivered; if sent by registered mail, on the fourth (4<sup>th</sup>) business day following the day it was posted; and if electronically transmitted, at the start of the next regular business day. In the case of postal disruptions, or an anticipated postal disruption, all notices to be given under this Agreement shall be electronically transmitted or delivered by hand (including a reputable overnight courier).

**11. ASSIGNMENT.** Except as otherwise provided herein, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, the Company shall be permitted without prior written consent of the County to (a) assign this Agreement to an Affiliate; (b) assign this Agreement to a public utility company; and (c) collaterally assign this Agreement to a financing party of the Company or an Affiliate. "Affiliate" shall mean and refer to any person or entity controlling, controlled by, or under common control with Company.

**12. WAIVERS.** Failure by either party, at any time, to require strict performance by the other party of any provision of this Agreement will in no way affect the first party's' rights hereunder to enforce such provision; nor will any waiver by either party of any breach be held to be a waiver of any succeeding breach or waiver of any other provision. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is in writing.

**13. SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the County and the Company and their respective successors and permitted assigns.

**14. TIME IS OF THE ESSENCE.** Time shall be of the essence of this Agreement.

**15. SEVERABILITY.** If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**IN WITNESS WHEREOF,** the parties hereto have executed and delivered this Agreement as of the date and year first above written.

**LOGAN COUNTY**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

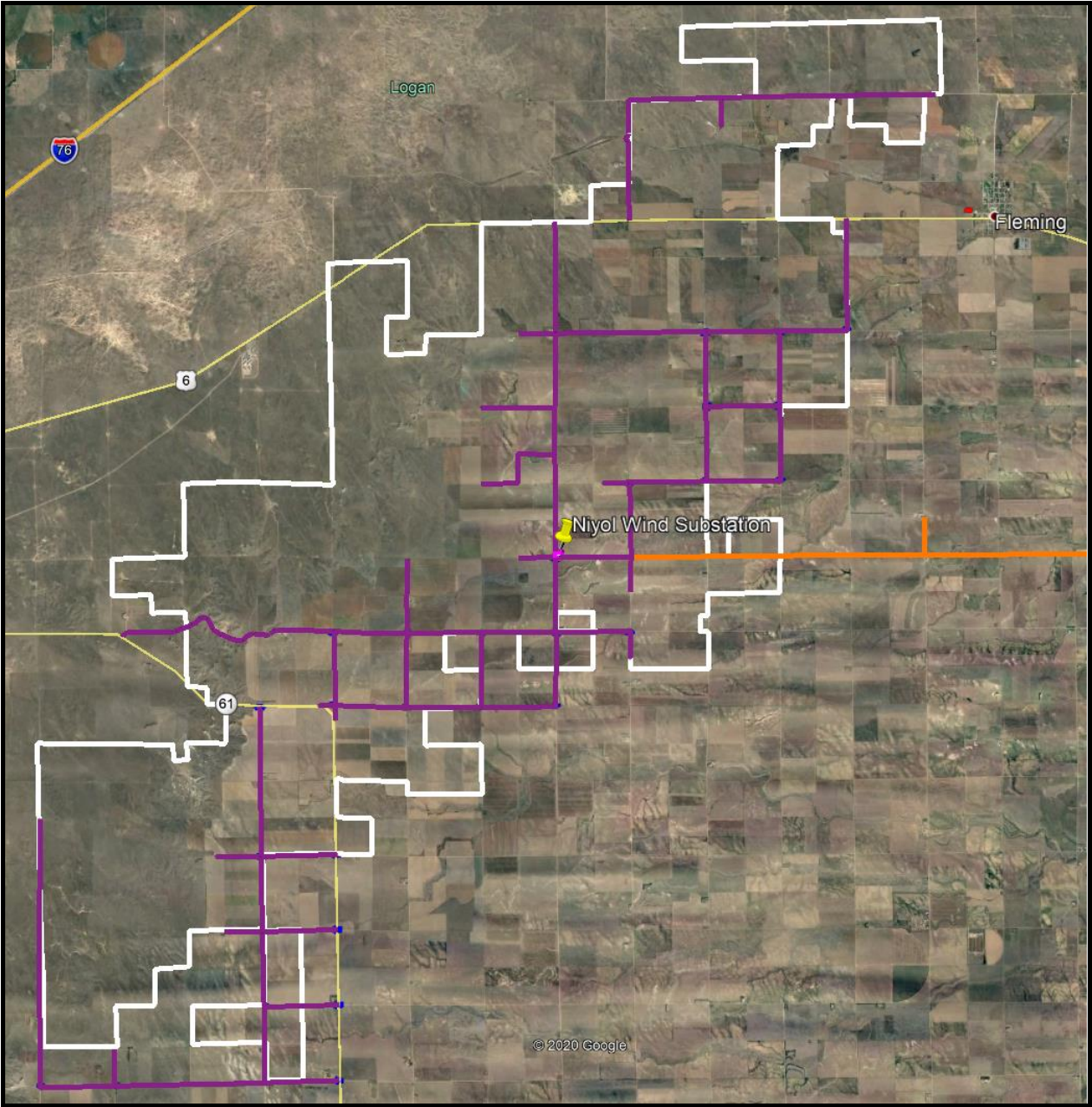
**COMPANY**

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

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

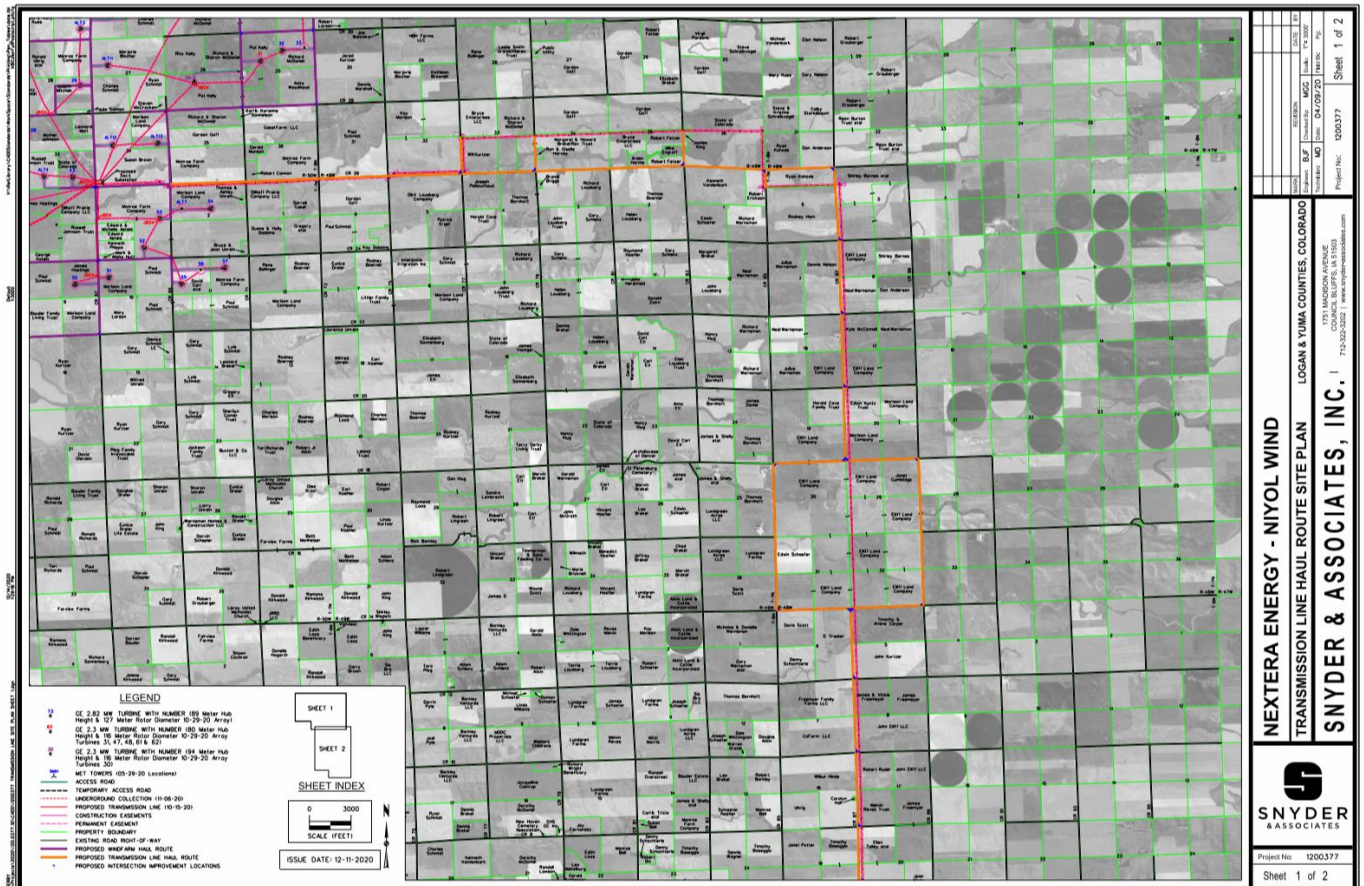
**EXHIBIT A – NIYOL WIND FARM HAUL ROUTE MAPS**

**Wind Farm**

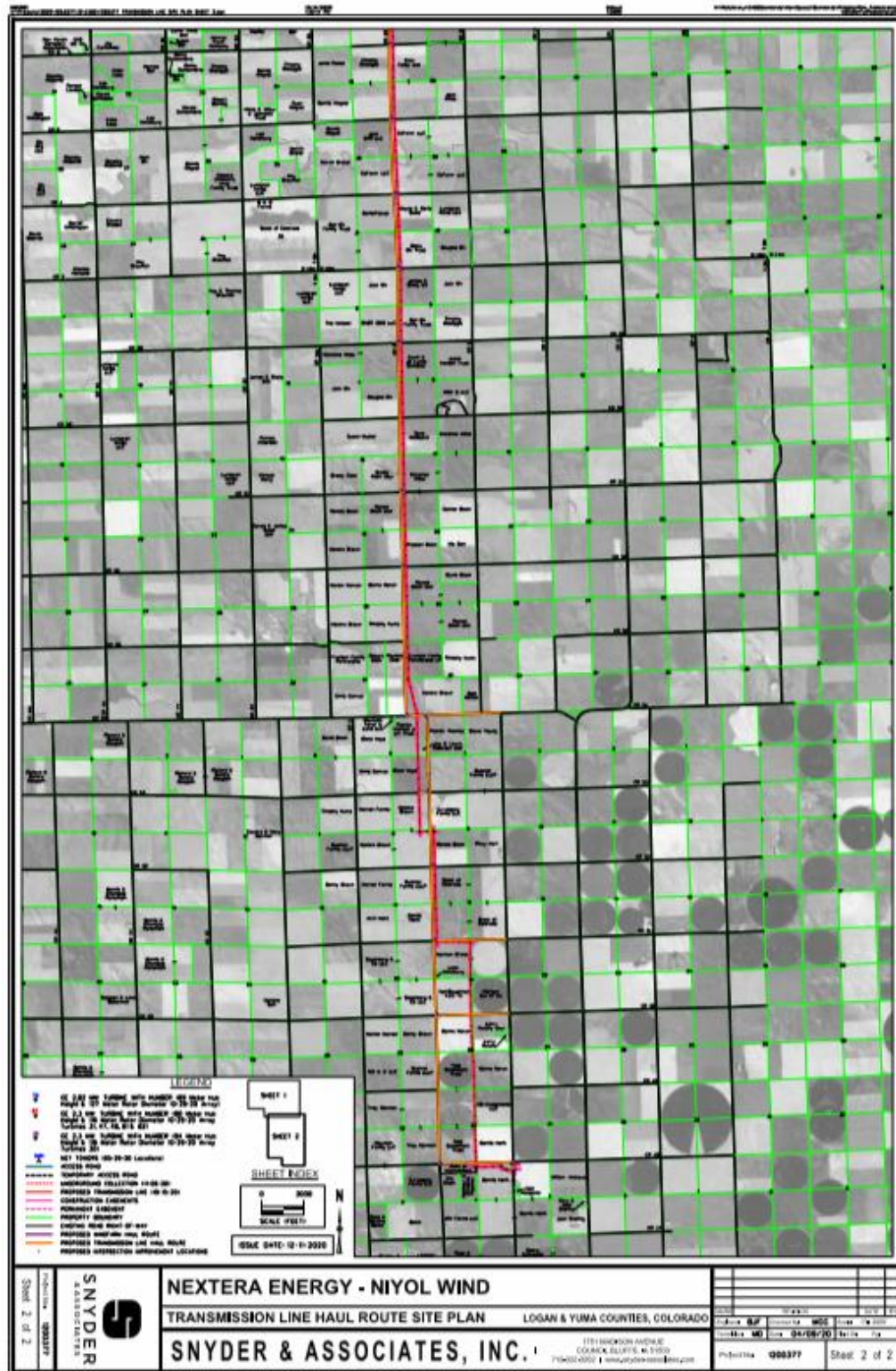




## ActiveUS 177751247v.1



# Transmission Line





# 2021 LOGAN COUNTY ANNUAL OPERATING PLAN

---

## Contents

PREAMBLE .....	4
PURPOSE .....	4
AUTHORITIES.....	4
RECITALS .....	4
INTERAGENCY COOPERATION .....	5
Interagency Dispatch Centers .....	5
Interagency Resources.....	5
Standards.....	5
PREPAREDNESS .....	5
Protection Planning .....	5
Protection Areas and Boundaries .....	6
Methods of Fire Protection and Suppression .....	6
Reciprocal (Mutual Aid) Fire Assistance .....	6
Response to BLM Lands .....	7
Acquisition of Services .....	8
Joint Projects and Project Plans .....	8
Fire Prevention .....	8
Public Use Restrictions.....	8
Burning Permits.....	8
Prescribed Fire (Planned Ignitions) and Fuels Management.....	8
Smoke Management .....	9
OPERATIONS .....	9
Fire Notifications.....	9
Boundary Line Fires .....	9
Response to Wildland Fire.....	9
Special Management Considerations .....	10
Decision Process.....	10
Cooperation.....	10
Communication .....	10
Cost efficiency .....	10
Delegation of Authority .....	11
Preservation of Evidence.....	11

STATE EMERGENCY FIRE FUND (EFF).....	11
USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES .....	11
Cost Share Agreement (Cost Share Methodologies) .....	11
Training .....	12
Communication Systems .....	12
Fire Weather Systems .....	13
Aviation Operations .....	13
Billing Procedures .....	14
Cost Recovery .....	14
GENERAL PROVISIONS.....	14
Personnel Policy.....	14
Modification .....	15
Annual Review .....	15
Duration of Plan.....	15
Previous Plans Superseded .....	15
SIGNATURES.....	16
LOGAN COUNTY SIGNATURES.....	16
COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE .....	16
FEDERAL LAND MANAGEMENT AGENCY SIGNATURES .....	17

## **PREAMBLE**

This Annual Operating Plan is pursuant to the “Agreement for Cooperative Wildfire Protection in Logan County”, also known as the State to County Agreement. This AOP is also a component of the State wide AOP and the “Statewide Cooperative Wildland Fire and Stafford Act Agreement”.

## **PURPOSE**

This Annual Operating Plan is applicable to all signatories and address how the signatories will implement the State to County Agreement. The County may create specific fire district AOP's or Agreements to further define the roles and responsibilities within the County. This plan is not intended to force or suggest that any signatory operate outside of their legal authority, policies, mission or business practices. This plan outlines common approaches in wildland fire management as well as agency specific approaches.

## **AUTHORITIES**

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
  - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
  - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
  - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
  - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
  - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number 11-FI-11020000-017
- Agreement for Cooperative Wildfire Protection in Logan County

## **RECITALS**

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional agencies are responsible for all planning documents (i.e., land use, fire management plans, mitigation plans) for a units wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the planning documents for initial and extended attack on wildland fires. They provide the supervision and support including operational oversight, direction and logistical support to incident management teams.

## **INTERAGENCY COOPERATION**

### **Interagency Dispatch Centers**

The designated Interagency Dispatch Center for the Logan County area is, Fort Collins Interagency Dispatch Center. (970) 295-6800

### **Interagency Resources**

There are no federal resources located within Logan County. Interagency resources must be requested through the Fort Collins Interagency Dispatch Center.

DFPC does not have initial attack responsibility within Logan County. However, DFPC may provide state resources under either mutual aid or reimbursable conditions. The availability of state resources for firefighting will vary and is not guaranteed.

### **Standards**

Signatory agencies to this plan will operate under the concepts defined in the Department of Homeland Security's National Incident Management System (NIMS) and National Wildfire Coordinating Group (NWCG) guidance.

The agency having jurisdiction has the overall responsibility for that incident. Under State statute, the County and the State may enter into an agreement for the State to take management responsibility.

The standard for wildland fire training and qualifications within Colorado is the NWCG 301-1. State employees engaged in firefighting activities will meet the current NWCG qualification standards.

Signatories to this plan may not obligate nor encumber the finances of the other without express written permission.

## **PREPAREDNESS**

### **Protection Planning**

DFPC – Operates in the role of ESF4 at the State level as outlined in the Colorado Emergency Operating Plan

DFPC – Develops a Colorado State Preparedness Plan annually

DFPC – Maintains Cooperative Resource Rate Forms (CRRF), provides Cooperator access to the Incident Qualification System (IQS) and the Resource Ordering and Status System (ROSS)

DFPC – Maintains Cooperative Wildfire Agreements with each County

DFPC – Assists with provision of wildland fire training to Counties and Cooperating Agencies

DFPC – Administers grants specific to wildland fire suppression

DFPC, BLM and the County – Update the AOP each year

County – Provides for wildland fire suppression planning

County – Enters into agreements and AOP's with local fire districts as needed

County – Assists with the maintenance of records in ROSS and WebEOC

### **Protection Areas and Boundaries**

The area described by this plan include all lands within the boundaries of Logan County, including incorporated cities and towns. A current map of fire protection district boundaries and response zones will be kept in the Sterling Emergency Communications Center, Logan County OEM and the Sheriff's Office.

### **Methods of Fire Protection and Suppression**

Logan County has several Fire Protection Districts and Fire Departments that provide response to all areas of the county. The County does not maintain a regular firefighting force, but has the ability to provide water tenders and heavy equipment in support of suppression efforts.

Surrounding Counties have a similar capacity and often provide mutual aid resources to fires within the county.

### **Reciprocal (Mutual Aid) Fire Assistance**

Mutual aid is assistance provided by an Agency, on the jurisdiction of another Agency. Assisting Agencies will, upon request (or voluntarily) take initial attack action in support of the Jurisdictional Agency. It shall be the responsibility of the Agency performing initial attack to notify the Jurisdictional Agency if their lands are involved or threatened.

The normal mutual aid period within Logan County will be 24 hours from the start of the fire. Assisting Agencies may opt to extend mutual aid on a case by case basis after the 24 hour period. This agreement should be documented by the Incident Commander. Additionally, the mutual aid period may be ended early by the requesting agency if that will help fulfill the needs of the incident. After the end of the mutual aid period, outside agencies may be eligible for the reimbursement of operational costs from the benefiting agency.

Obligation: It is understood that no Assisting Agency will be required to assist, or be expected to commit resources to, a Jurisdictional Agency, which may jeopardize the protection of lands of the Assisting Agency.

## **Response to BLM Lands**

The US Bureau of Land Management (BLM) maintains 137 acres within Logan County. However, the BLM does not have any firefighting equipment or personnel located within the County. As such, the BLM relies upon the local jurisdictions to respond to, and suppress fires occurring on BLM property. For fires occurring on BLM lands, there will not be a mutual aid period and the County or Fire Agency providing suppression services may request reimbursement for services from the start of the incident while suppressing fire on BLM lands. Any fire involving more than 10 acres of BLM will have a perimeter mapped via GPS and the perimeter file will be sent to the BLM for inclusion into the historical fire database.

In order to bill, the following must occur;

- Fort Collins Interagency Dispatch Center must be notified that fire is, or has occurred, on BLM lands.
- A Crew Time Report and Equipment Time Report must be completed by the fire agency and a signature must be obtained by either a BLM or DFPC representative.
- Billing rates and procedures will follow currently established state guidelines.
- Billing will be for direct suppression activities only.

### **Personnel responding to incidents on BLM Lands must meet the following requirements;**

- Be 18 years of age or older;
- have and use required personal protective equipment (PPE) found in chapter 7 of the Interagency Standards for Fire and Fire Aviation Operations (Red Book); and
- attended basic wildland fire annual refresher training, that covers each of the following topic areas,
  - Entrapment avoidance;
  - current issues;
  - Fire Shelter deployment;
  - Other hazards and safety issues; and
  - NWCG Course I-100, Introduction to Incident Command System

BLM District/Unit FMOs will coordinate with local fire departments to provide qualified instructors if needed.

## **Acquisition of Services**

Signatories to this plan agree to utilize established ordering procedures for the acquisition of services during a wildland fire. This may include the Interagency Dispatch System, or the State EOC.

In some cases, services may be acquired locally. In such instances, the County will be responsible for the acquisition and establishment of vendor financial documents. If ordered at the request of the State, the County may be reimbursed for the cost of the services provided.

## **Joint Projects and Project Plans**

Nothing in this plan shall prohibit agencies from entering into joint project agreements. There are no joint project plans within Logan County currently for this plan cycle.

Standard project planning and written agreements will be utilized when entering into joint projects.

## **Fire Prevention**

Education efforts will be coordinated with partner agencies. Each cooperating agency may release fire danger information as deemed necessary to enhance public awareness and safety with regard to the current fire conditions. News releases will be coordinated between cooperators to lend a unified approach to the current conditions when periods of High to Extreme fire danger or when red flag warnings are issued.

## **Public Use Restrictions**

The purpose of fire restrictions and closures is to reduce the risk of human-caused fires during high fire danger and/or burning conditions, and for the protection of human life and property. Fire restrictions and closures are invoked on federal, state, county, and private lands under federal and state laws. Public information about restrictions must be broad-based, clear and coordinated.

When contemplating a closure to open burning or lifting of fire bans, all agencies or fire departments will advise its cooperators of the situation and consider joint action(s) as needed.

In the case of any restrictions on burning or public movements because of extreme fire danger, either by Governor's proclamation or by local issue, the county sheriff will be responsible for enforcement on all non-federal lands, and may assist on other lands at the request of the appropriate agency.

## **Burning Permits**

The Sterling Fire Department requires burn permits within the city limits of Sterling. Agricultural burns are exempt from permitting.

## **Prescribed Fire (Planned Ignitions) and Fuels Management**

Senate Bill 13-083 directed the Division to implement a prescribed burn program in Colorado, including creating minimum standards for conducting prescribed burns on any area in the state,



except for prescribed burning conducted by an agency of the federal government, pursuant to Section 24-33.5-1217. To be exempt from these standards, other users of prescribed fire, including local governments and non-governmental organizations must adopt or have already adopted guidelines or standards that are in substantial compliance with the intent of section 24-33.5-1217.5 for prescribed burning under their control. Agricultural and ditch burning are exempt from these rules.

Signatory agencies to this plan agree to abide by current laws, rules and standards when performing prescribed fire activities. The agencies may assist each other in all aspects of prescribed fire projects.

## **Smoke Management**

The Colorado Air Pollution Prevention and Control Act (CRS 25-7-102) requires every prescribed fire project to have a smoke permit. Due to changes in policy, procedures, technology and State air quality standards, the smoke permitting process is subject to change. For the most up-to-date process and policy refer to the Colorado Department of Public Health and Environment, Air Pollution Control Division (CDPHE-APCD) website at: <http://www.colorado.gov/cs/Satellite/CDPHE-AP/CBON/1251594943171>.

Agricultural and ditch burning are exempt from these rules.

## **OPERATIONS**

### **Fire Notifications**

Sterling Emergency Communications Center will receive notification of a wildland fire and will dispatch the appropriate resources per policy. Whenever possible, the closest resource should be dispatched regardless of jurisdiction. DFPC will be notified as soon as possible of fires that may exceed the capacity of the County to handle. The contact number for state fire assistance is (303) 279-8855 which rings to CSP Denver Dispatch Center. When a fire is determined to have occurred on BLM lands, Fort Collins Interagency Dispatch Center will be advised of the fire.

### **Boundary Line Fires**

When a boundary line fire occurs; either fire district or county boundaries; the first arriving unit will establish command. Jurisdictional authority will be established after firefighter and public safety have been ensured.

### **Response to Wildland Fire**

Fires within Logan County will initially be suppressed by the Fire Protection District or Fire Department having jurisdictional authority. If the fire escapes initial attack, and, with concurrence of the Fire Chief (or his/her designee) and the County Sheriff (or his/her designee),

the fire becomes beyond the ability of the local district to suppress; the fire may be transitioned to county control.

If the fire, with concurrence of the County Sheriff (or his/her designee) and a Division of Fire Prevention and Control, Battalion Chief, is beyond the ability of the county to suppress, may transition the fire in part or whole, to the state for management.

All agencies within Logan County will utilize the Incident Command System for wildland firefighting operations.

Agencies responding to fires within their own jurisdiction may follow their policies on qualifications and Personal Protective Equipment. Agencies responding outside of the county in response to a fire managed by the State or Federal Government will comply with current interagency standards on qualifications and Personal Protective Equipment.

### **Special Management Considerations**

There are no special management considerations within Logan County.

### **Decision Process**

When a fire is transitioned from County to State control, DFPC requires that the management decision process for suppression be documented.

### **Cooperation**

All of the fire protection districts within Logan County have current mutual aid agreements in place and agree to cooperate to the extent possible to bring rapid stabilization of wildland fires occurring in, near, and around Logan County.

The County and the State agree to cooperate to the extent possible to plan for and respond to fire incidents within the county.

### **Communication**

All parties agree that a common communications plan is essential during a wildland fire event. As such, a common "Command" talk group will be established that all responders can operate on, and that can be monitored by Logan County Dispatch.

Separate "Tactical" talk groups should be established for each division of the fire. These need to be accessible to all responders assigned to that division as well as the Incident Commander.

To accomplish this, a radio "bridge" may be required to join un-like radios together.

### **Cost efficiency**

It is a goal of Logan County and the State of Colorado to provide cost efficient services. Agency administrators will make every effort to ensure cost effectiveness during firefighting operations. However, cost efficiencies will not take priority over firefighter or public safety. Additionally, the potential long term financial impacts of the fire should be considered and balanced against the short term costs savings of not ordering needed resources.

## **Delegation of Authority**

A written delegation of authority will be generated whenever an agency, other than the authority having jurisdiction, will take over the management of a fire. A delegation of authority may also be made to the incident commander and the incident command team.

The delegation does not absolve the authority having jurisdiction from any legally owed responsibility. It does however, provide another agency or individual, the authority and power to act on behalf of the agency delegating the authority. It also lists the parameters of the delegated authority.

A delegation of authority should include the following items;

- Authority having jurisdiction who is delegating authority
- Agency or individual accepting authority
- Specific authorities delegated
- Specific limits to the authority
- End terms of the authority

## **Preservation of Evidence**

All parties agree to participate, to the extent legally possible, to assist each other in the investigational process. This includes the preservation of evidence.

The State requires that any fire for which DFPC has assumed responsibility, the County Sheriff shall conduct an investigation into the cause of said fire. This investigation may be conducted jointly with the fire district and State as needed. All of the investigational materials will be made available to DFPC to include evidence, notes, interviews, and the final investigation package. DFPC will not directly be responsible for criminal prosecution. This remains the responsibility of the law enforcement agency having jurisdiction.

## **STATE EMERGENCY FIRE FUND (EFF)**

Logan County is not a participant in the Emergency Fire Fund.

## **USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

### **Cost Share Agreement (Cost Share Methodologies)**

For fires that have shared financial responsibility, a cost share agreement will be produced. While each fire will be evaluated differently and may require different cost share methodologies, the basic premise for a cost share agreement is to create one that is fair and balanced for all parties.

A standard method for creating a cost share agreement is one where the total acres burned are calculated and then the percentage of acres burned within each jurisdiction are calculated. These percentages are then used for the final cost calculations for each agency.

Example: The fire burned 1000 acres. 500 acres in district A and 500 acres in district B. This equates to an even 50% split. The total cost would be split 50/50 with both agencies. Exemptions can be made for high cost items such as aircraft that may have only been utilized in one jurisdiction.

For fires where the State has taken management/financial responsibilities, the County will maintain a reasonable minimum commitment as part of a cost share methodology. The minimum commitment will be documented and will be on an incident by incident basis.

The County commitment can be resources such as heavy equipment, water trucks, law enforcement, incident command personnel, or facilities and logistical needs.

## **Training**

The Colorado Division of Fire Prevention and Control (DFPC) will serve as the representative to the Fort Collins Interagency Dispatch Zone Training Committee. This Training Committee uses input from all agencies with wildland fire responsibilities including the County, Fire Protection Districts, and Volunteer Fire Departments to determine the training needs for the zone.

DFPC has the ability to assist with the provision of wildland fire training within the county. DFPC will assist agencies as available with requested trainings. With the exception of custom courses designed for specific objectives, all training provided by DFPC will follow the current National Wildfire Coordinating Group standards as outlined in PMS 901-1 "Field Managers Course Guide". The costs for these courses will be negotiated on a case by case basis.

## **Communication Systems**

For the purposes of conducting business authorized by this plan, all parties to this operating plan agree that assisting agencies may use the jurisdictional agency's radio frequencies as needed to conduct emergency communications on fires of the jurisdictional agency. No party to this operating plan will use, or authorize others to use, another agency's radio frequencies for routine day to day operations.

Logan County currently utilizes the state 800Mhz Digital Trunked Radio System for its daily operations. A State Mutual Aid Channel (MAC) may be assigned by dispatch for out of area resources responding within the county.

VHF Radio frequencies may be needed for certain aviation resources. Generally, the VFIRE frequencies will be available for this purpose.

## **Fire Weather Systems**

Information on Fire Weather Stations, Fire Danger, Current Fire Situation, Current Fire Restrictions, and other information can be seen at the FTC website:

[http://gacc.nifc.gov/rmcc/dispatch\\_centers/r2ftc/](http://gacc.nifc.gov/rmcc/dispatch_centers/r2ftc/)

**Red Flag/Fire Weather Announcements** - The National Weather Service in Boulder and Goodland periodically issues "FIRE WEATHER" watch and "RED FLAG" warning bulletins. Fire Weather Forecast information can be seen at the National Weather Service's Fire Weather Index Page: <http://www.crh.noaa.gov/bou/awebphp/fireindx.php>

## **Aviation Operations**

Logan Count may contract with local aviation resources for fire suppression. The benefiting agency will be responsible for establishing ordering, use, and reimbursement guidelines for the utilization of said aircraft.

Other firefighting aircraft may be ordered through the Fort Collins Interagency Dispatch Center. The benefiting/requesting agency may be wholly responsible for any and all costs associated with such resource.

Interagency firefighting aircraft may be ordered by the Incident Commander after approval from the respective jurisdiction(s) that has, or may have, financial responsibility for the cost of such aircraft response. Approval of these jurisdictions may be obtained from one or more of the following parties, as applicable: Sheriff, Undersheriff, Sterling Fire Chief, Sterling Fire Captain, Peetz Fire Chief, Crook Fire Chief, Fleming Fire Chief, Merino Fire Chief or the County OEM Manager. The request will be made to the Sterling Emergency Communications Center who will relay the request to the Fort Collins Interagency Dispatch Center.

For local agricultural aircraft, the request process will be the same except that, Sterling Emergency Communications Center will send the request directly to the aircraft vendor, following any established dispatching policy.

Aircraft ordered from Fort Collins Interagency Dispatch will operate on VHF Radio frequencies and not the DTRS. The incident **MUST** have VHF communications in place when ordering aircraft. Air to Ground 9 is the normal and preferred radio frequency. The VFIRE frequencies are available for use for this purpose if Air to Ground 9 is unavailable. Aircraft that cannot communicate with ground forces will not engage in suppression operations.

National Guard helicopters with water buckets may be available for use. These resources **MUST** be ordered through the State EOC process and may take several hours to mobilize. These resources will utilize VHF radios for communications. The benefiting/requesting agency may be wholly responsible for any and all costs associated with National Guard resources.

The following information will be included in the aircraft request:

- ✓ Incident Name
- ✓ Location (legal description and/or latitude and longitude)
- ✓ Jurisdiction
- ✓ Air Contact with air to air radio frequency
- ✓ Ground Contact with air to ground radio frequency
- ✓ any other aircraft in the area
- ✓ Weather conditions on the fire
- ✓ Recommended Aviation Frequencies

Identifier	VHF Frequency	Tone
VFIRE21	154.2800	None
Air/Ground 9	166.9125	None
Air/Ground 58	169.0875	None
Air/Air Primary	134.2750	None

## **Billing Procedures**

The procedure for reimbursement through DFPC will occur via the Cooperative Resource Rate Form (CRRF). Billing may be made for equipment and/or personnel listed on the CRRF with the corresponding documentation. Current procedures and forms can found at the DFPC website <https://www.colorado.gov/dfpc>

## **Cost Recovery**

Both the County and the State reserve the right to pursue reasonable cost recovery efforts for equipment, personnel, and supplies utilized in response to a wildland fire that extends beyond the mutual aid period. This includes the facilities and administrative fee, also known as indirect rate. This includes pursuing legal action against any party determined to be responsible for the cause of the fire.

## **GENERAL PROVISIONS**

This AOP is the framework for cooperation between the State and the County. It does not supersede any other lawful policy, rule, or procedure. This AOP may be utilized as part of the Counties master emergency operations plan. The County is encouraged to create AOP's, MOU's and Agreements with their local response agencies.

## **Personnel Policy**

All government employees shall be employed at their regular salary rate. All non-government employees will be paid at agency department rates. If no agency

department rates have been set, then DFPC established rates will be used. These can be found at the DFPC website <https://www.colorado.gov/dfpc>

### **Modification**

Changes may be made to this plan at any time during the plan cycle as needed. These changes must have the concurrence of all parties before being placed into the plan document.

### **Annual Review**

. This plan should be reviewed annually and re-authorized by April 1.

### **Duration of Plan**

This plan is to be considered in full effect upon the date of the signatures. This plan will remain in effect until rescinded by the parties, or until superseded by a new plan.

### **Previous Plans Superseded**

Any and all previously dated Annual Operating Plans pertaining to wildland fire within Logan County are hereby null and void upon the date of the signatures on this current plan.

## **SIGNATURES**

Authorized Representatives

### **LOGAN COUNTY SIGNATURES**

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

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

Brett L. Powell

County Sheriff

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

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

Byron Pelton

Chair, Board of County Commissioners

### **COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE**

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

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

Andrew Triolo

Battalion Chief



## FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

---

Signature

Catherine Cook

---

Date

BLM, Rocky Mountain District Manager

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

THIS AGREEMENT made this (County fills in) 19<sup>th</sup> day of January, 2021, by and between the County of Logan, State of Colorado, hereinafter called "County", and Willard Telephone Coop. 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): A description of the proposed work is as follows Starting 7541 CR 3 crossing LCR 3 then plowing South on the east side of CR 3 to existing vault location; and

WHEREAS, Applicant desires to install and construct a Fiber Optic Drop, which will be located **(Circle One)**: along, bore under, or trench across LCR 3, to benefit the above described premises; and

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

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

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct Fiber Optic Service, described above, in the right of way of LCR 3, 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** \_\_\_\_\_.
- ☒ 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.

**WILLARD TELEPHONE COOP.**

**ROW2021-1**

**trench 324 ft. along CR 3**

**trench across CR 3**

**7541 CR 3, Merino**

☒ Applicant hereby releases the County from any liability for damages caused by said \_\_\_\_\_, 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: \_\_\_\_\_

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

Shelly Crispin  
Signature

Printed name

Shelly Crispin

Owner #2

Signature

Printed Name

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

Aimee Dollarshell Willard Telephone

Printed name

Aimee Dollarshell  
Signature

Address:

41499 Hwy 71  
Sturtevant, CO 80754

Application Fee Paid \$250.00

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)

**WILLARD TELEPHONE COOP.  
ROW2021-1  
trench 324 ft. along CR 3  
trench across CR 3  
7541 CR 3, Merino**



7541 CR 3

18

3

Vault

7531 CR 3

rod (peaks)  
New Fiber  
324 ft

WILLARD TELEPHONE COOP.  
ROW2021-1  
trench 324 ft. along CR 3  
trench across CR 3  
7541 CR 3, Merino

Legend

Feature 1  
Feature 2

Google Earth

© 2020 Google



1000 ft





# LAUER, SZABO & ASSOCIATES, PC

Certified Public Accountants

205 Main St. • P.O. Box 1886 • Sterling, CO 80751-7886  
Phone 970-522-2218 • FAX 970-522-2220

January 7, 2021

To the Board of County Commissioners  
Logan County  
315 Main Street  
Sterling, Colorado 80751

We are pleased to confirm our understanding of the services we are to provide Logan County (the County) for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Logan County as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Budgetary comparison schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report contained with our auditors' report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Individual fund financial schedules.
3. Colorado Department of Highways Local Highway Finance Report.



### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CRF) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed To the Board of County Commissioners of Logan County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.



If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.



### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.



### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Logan County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you, as well as maintain your depreciation schedules. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.



You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instance of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review prior to February 1, 2021.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Engagement Administration, Fees, and Other**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations, if necessary. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.



At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports To the Board of County Commissioners; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lauer, Szabo & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lauer, Szabo & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Scott Szabo is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Lauer, Szabo & Associates, P.C.'s independence is not impaired under the *AICPA Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$28,200. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

To the Board of County Commissioners  
Logan County  
January 7, 2021  
Page 9

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

LAUER, SZABO & ASSOCIATES, P.C.

Certified Public Accountants

*Scott Szabo, CPA*

Scott Szabo, CPA

RESPONSE:

This letter correctly sets forth the understanding of Logan County.

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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





A Professional Corporation of  
Certified Public Accountants

### Report on the Firm's System of Quality Control

To the Shareholders of  
Lauer, Szabo and Associates, P.C.  
and the Peer Review Board of the Colorado Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Lauer, Szabo and Associates, P.C., in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included one engagement performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Lauer, Szabo and Associates, P.C. in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lauer, Szabo and Associates, P.C. has received a peer review rating of *pass*.

*Anderson & Whitney, P.C.*

November 15, 2017

5801 West 11<sup>th</sup> Street • Suite 300  
Greeley, Colorado 80634-4813

(970) 352-7990  
[www.awhitney.com](http://www.awhitney.com)

# **AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITIES OF BRUSH, FORT MORGAN, STERLING, AND THE COUNTIES OF LOGAN AND MORGAN TO ESTABLISH A COLLECTIVE SPECIAL TACTICS AND RESPONSE TEAM (STAR)**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the Cities of Brush, Fort Morgan, Sterling, and the counties of Logan and Morgan (hereinafter referred collectively as the "Parties" or individually as "Party").

## **RECITALS**

WHEREAS, governmental entities are authorized to enter into intergovernmental agreements to provide functions or services, including the sharing of cost of such services or functions by such entities by C.R.S. § 29-1-203;

WHEREAS, each Party is authorized by law to provide, establish, maintain, and operate law enforcement and other emergency services;

WHEREAS, the Parties hereto maintain emergency equipment to be utilized in exceptional instances when other than standard police procedures and weapons are required;

WHEREAS, contiguous boundaries often result in more than one law enforcement agency becoming involved in the response to certain emergencies;

WHEREAS, emergencies may arise in one or another of the jurisdictions of the parties, which is of such intensity and duration as to place greater demands on that jurisdiction's personnel and equipment than the jurisdiction can handle;

WHEREAS, the Parties desire to maintain uniform equipment, training, policies, procedures, and personnel standards, pertaining to tactical teams, so that each may have the service of the other Parties to aid and assist it in exceptional instances when other than standard police procedures and weapons are required;

WHEREAS, the Parties desire to establish and implement a Special Tactics and Response team, hereinafter referred to as STAR; and

WHEREAS, establishment of a cooperative STAR Team through Intergovernmental Agreement provides a public purpose and will promote the safety, security, and general welfare of the inhabitants of the Parties involved, as well as any other political subdivision to which any Party may respond.

## **1. STAR TEAM**

1.1 C.R.S. § 29-5-101 *et seq.*, as may be amended, is incorporated herein by this reference. The statute shall control in the event of a conflict between the statute and this Agreement.

1.2 It is understood and agreed that this Agreement is intended to facilitate

cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so, and, except as set forth herein, this Agreement does not authorize any Party to act for any purpose whatsoever, nor does this Agreement establish any employee of any Party as an agent of any other Party for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal, said goal being the cooperative development of STAR to be utilized in exceptional instances when other than standard police procedures and weapons are required.

- 1.3 For and in consideration of the promises of the Parties, each Party agrees, subject to the limitations herein set forth, to aid and assist another Party by causing and permitting its law enforcement personnel and its equipment to be used in responding to emergencies and exceptional instances that occur in the jurisdiction of another Party. Emergencies and exceptional instances may include, but not limited to, barricaded armed individuals, hostage situations, execution of high risk warrant serve, riotous crowd control in a limited capacity for the use of deploying chemical munitions and less lethal projectiles in support of crowd control, threat of potential sniper activities, terrorist incidents, or other exceptional instances when other than standard police procedures and equipment are needed in the requesting Party's jurisdiction and that are beyond the control of the requesting Party. The need for such aid and assistance shall be determined by the requesting Party's Chief of Police or Sheriff, or their designee, and upon such a request, the Parties agree that STAR may respond as it deems appropriate.
- 1.4 Each Party shall implement the provisions of this Agreement by establishing uniform policies and procedures concerning equipment, training, and personnel standards for officers who will be assigned to STAR subject to the following limitations:
  - 1.4.1 A governing board shall be created to establish policies, rules, and procedures, and promulgate such, and oversee operational and administrative matters of concern to the STAR Team", referred to as the "Governing Board." The Governing Board shall include the Chief of Police or their designee from the City Parties and the Sheriff from the County Parties, or their designee. The Governing Board shall meet quarterly or upon proper notice to the Governing Board's members. Attendance of 50% or more of active Governing Board members at any scheduled or duly noticed meeting shall constitute a quorum for voting purposes. The Governing Board will select a Team Commander and Assistant Team Commander. The Team Commander, Assistant Team Commander, and one member from the Governing Board will select the Team Leaders and Assistant Team Leaders.
  - 1.4.2 The Governing Board will agree upon a set of Standard Operating Procedures (SOPs) that defines the operational philosophy, tactics,



policies, rules, and procedures for STAR.

- 1.4.3 STAR will be comprised of three elements: a tactical element termed Special Weapons and Tactics (SWAT), a negotiations element, and a medical element termed Tactical Emergency Medical Services (TEMS). No more than twenty-five personnel will comprise SWAT, not including the Team Commander and Assistant Team Commander. There will be no less than ten personnel for SWAT for the team to remain operational.
- 1.4.4 It is understood and agreed that such mutually agreed upon policies and procedures shall require that each Party shall maintain a level of personnel and equipment necessary to safely and effectively deploy STAR during exceptional instances when other than standard police procedures and weapons are required to meet its obligations under this Agreement.
- 1.4.5 Personnel assigned or appointed to STAR shall successfully pass and maintain agreed upon performance standards per the mutually agreed upon SOPs.
- 1.4.6 Only the Chief Of Police of the City Parties or the Sheriff of the County Parties can give authorization for their employee to test or be assessed for a possible appointment to STAR. Any officer or deputy assigned to STAR shall be removed from STAR at any time, with or without cause, at the request of any Party's Chief of Police or Sheriff.
- 1.4.7 Each officer or deputy will be required to complete a report for each STAR deployment utilizing their employing Party's reporting process. The Team Commander will compile all report information from each Party and provide a copy to each Party.
- 1.4.8 All evidence and property seized as a result of a STAR operation by officers or deputies assigned to STAR shall be seized, identified, preserved, booked, and stored pursuant to the policies and procedures of the requesting Party.
- 1.4.9 Each officer and deputy assigned to STAR shall be provided usual personal equipment and weaponry required for the execution of law enforcement duties by their employing Party.
- 1.4.10 Officers and deputies assigned to STAR shall be subject to the supervision of the supervisory and command personnel assigned to STAR regardless of the employing Party.
- 1.4.11 It is understood and agreed that should an investigation be required as a direct result of an officer or deputy's involvement or participation in STAR, that investigation shall be the responsibility of the officer or

deputy's employing Party. Administrative investigations where the investigation reveals a sustained finding will be referred to the Governing Board to determine if the Governing Board shall make a recommend for removal of the officer or deputy, unless removal of the officer or deputy is requested pursuant to Sec. 1.4.6. above.

1.4.12 It is understood and agreed that the requesting agency shall command the incident and STAR shall command the tactical aspects.

## **2. FUNDING**

- 2.1 Each Party shall at all times, be responsible for its own costs incurred in the performance of this Agreement.
- 2.2 Parties acknowledge and agree that all obligations under this Agreement are current expenditures of Parties, payable in the fiscal year for which funds are appropriated for the payment thereof. Parties' obligations under this Agreement shall be from subject to annual appropriations and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Parties within the meaning of Article X, Section 20 of the Colorado Constitution.

## **3. INSURANCE/LIABILITY**

- 3.1 Parties shall, at their own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation insurance or adequate self-insurance funds.
- 3.2 The Parties shall, at their own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension or amendment of this Agreement, insurance in such amount as necessary to comply with the limitations set forth in the provisions of the Colorado Government Immunity Act (C.R.S., 24-10-114) as well as Law Enforcement Professional liability insurance with a \$1,000,000 general aggregate limit, to insure against any liability assumed by the Parties pursuant to the provisions of this Agreement. The type and amount of such insurance shall be that which is customarily obtained for similar projects by other professionals engaged in the same field and type of work as the Parties and in accordance with generally accepted professional practices. The Parties shall not be relieved of any liability assumed pursuant to the Agreement by reason of their failure to secure insurance as required by this Agreement or by reason of their failure to secure insurance in sufficient amounts, sufficient durations, or sufficient types to cover such liability. Each Party shall be responsible for the acts and omissions of its own officers assigned to STAR and shall not be responsible for the acts or omissions of other STAR members except to the extent the provisions of Section 29-5-108, C.R.S. control.

- 3.3 None of the Parties waives its rights, defenses or immunities provided by the Colorado Governmental Immunity Act, or as otherwise provided by law.
- 3.4 No Party shall be liable for any judgment or settlement pursuant to C.R.S. § 13-21-131 as the result of the actions of another Party's employee who is appointed to STAR.
4. **INDEPENDENT STATUS.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
5. **TERMINATION/WITHDRAWAL**
- 5.1 Any Party hereto may terminate its participation in this Agreement with or without cause upon thirty (30) days prior written notice to each of the other Parties.
- 5.2 Any withdrawal/termination in accordance with the provisions of this Section 5 shall not be considered a breach of this Agreement. Any such withdrawal/termination shall terminate the obligations of the withdrawing Party only.
- 5.3 Upon receipt of notice provided in this Section 5, the remaining Parties may terminate this Agreement by written agreement. At any time, there is only one Party to this Agreement remaining, this Agreement shall automatically terminate.
6. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
7. **REVIEW.** Each party agrees to review and assess this Agreement for modifications one year after implementation.
8. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado.
9. **ASSIGNMENT.** This Agreement shall not be assigned by any Party.
10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives.
11. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third

Party on such Agreement. It is the express intention of Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the United States mail.
13. **PARAGRAPH CAPTION.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
14. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed by Parties with separate signature pages.

*[Remainder of page left blank intentionally – Signatures on following pages]*

**LOGAN COUNTY SHERIFF:**

---

Brett Powell, Logan County Sheriff

ATTEST:

---

Pam Bacon, County Clerk

**LOGAN COUNTY**

---

Byron Pelton, Chair

---

Jane Bauder, Commissioner

---

Joe McBride, Commissioner