



## **AGENDA**

**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, January 21, 2020 - 9:30 a.m.**

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

Approval of the Minutes of the January 7, 2020 meeting.

Acknowledge the receipt of the Landfill Supervisor's report for the month of December, 2019.

Acknowledge receipt of the Landfill Supervisor's cumulative reports for January through June 2019 and July through December 2019.

Acknowledge receipt of the Treasurer's Report for December, 2019.

Acknowledge receipt of the Treasurer's Semi-Annual Financial Report for the period July 1, 2019 through December 31, 2019.

Acknowledge receipt of the Clerk and Recorder's fee report for the month of December, 2019.

Acknowledge receipt of the Sheriff's Fee Report for the month of December, 2019.

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

The Board of Commissioners will consider making the following appointments:

- °Chairman of the Board - Joe McBride
- °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 Karg

- °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
- °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 - Joe McBride
- °Family Resource Center Board - Joe McBride
- °VALE Board - Joe McBride
- °Official County Newspaper - Journal-Advocate

Designation of the location in the Courthouse where notices of meetings and agendas will be posted for 2020.

The Board will open a public hearing to consider the approval of a Fermented Malt Beverage Liquor License Application on behalf of LMR Oil LLC for the Sinclair #3 at 4513 Highway 63, Atwood, Colorado.

Consideration of the approval of a Logan County Lodging Tax Board Project: Certified Folder Display Service, Inc. in the amount of \$4,274.38.

Consideration of the approval of an Intergovernmental Agreement between Logan County and Morgan County, Colorado for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance.

Consideration of the approval of the 2020 Annual Operating Plan pursuant to the Agreement for Cooperative Wildfire Protection in Logan County.

Consideration of the approval of Resolution 2020-3 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.

Consideration of the approval of Resolution 2020-4 concerning the 2020 Census to ensure that every resident of Logan County is counted.



Consideration of the approval of Resolution 2020-5 urging opposition to the purposeful introduction and artificial acceleration of the gray wolf population in Colorado.

Consideration of the approval of an Agreement between Logan County and Steven J. Frank and issuance of ROW Permit #2020-1 for use of the County Right of Way along CR 36 for a driveway access.

Consideration of the approval of a Master Road Use Agreement between Logan County and Peetz Table Wind Energy, LLC for use and maintenance of county roads while certain upgrades to existing wind turbines in Logan County are performed.

Consideration of the approval of a Master Road Use Agreement between Logan County and Northern Colorado Wind Energy, LLC for use and maintenance of county roads while certain upgrades to existing wind turbines in Logan County are performed.

Consideration of the approval of a Development Agreement between Logan County and Northern Colorado Wind Energy, LLC and Peetz Table Wind Energy Center, LLC for repowering of two existing wind energy projects in Logan County, Colorado.

Consideration of the approval of Resolution 2020-6 for Subdivision Exemption on behalf of William T. Pickett and Tim Shino to create two 2.51- acre parcels from a 50.33-acre parcel in an Agricultural Zone located in the Southwest Quarter (SW1/4) of Section 13, Township 6 North, Range 54 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of an Implementation Agreement between Logan County and Maestro Health for hosting the AFLAC voluntary benefits platform for Logan County.

## **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.colorado.gov/logan](http://www.colorado.gov/logan). Applications are due by 5:00 p.m., January 30, 2020.

The next meeting will be scheduled for Tuesday, February 4, 2020, at 9:30 a.m. at the Logan County Courthouse.

## **Executive Session as Needed Adjournment**

January 7, 2020

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

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Rob Quint	Planning and Zoning
Jerry Casebolt	Emergency Management
Jeff Rice	Journal Advocate

Chairman McBride called the meeting to order at 9:38 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. Commissioner Pelton moved to add the receipt of the Veteran's Service Officer's monthly report and Certification of Pay form for the month of December, 2019 to the Consent Agenda. Commissioner Bauder seconded and the motion carried 3-0.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the December 31, 2019 meeting.
- Acknowledgment of the receipt of the Public Trustee's Fourth Quarter Report for 2019.
- Acknowledgment of the receipt of the Veteran's Service Officer's monthly report and Certification of Pay form for the month of December, 2019.

Commissioner Pelton moved to approve the Consent Agenda. Commissioner Bauder abstained from voting due to being absent from the December 31, 2019 meeting. Chairman McBride seconded and the motion carried 2-0.

Chairman McBride continued with New Business:

Commissioner Bauder moved to approve Resolution 2020-1 and an application for a Subdivision Exemption on behalf of M & C Fryrear, LLC to create a 4.96-acre parcel from a 159.5-acre parcel in an Agricultural Zone District in the South Half (S2) of Section 9, Township 8 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve Resolution 2020-2 directing the allocation of Federal Mineral Leasing Funds received and held by the Logan County Treasurer. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an agreement between Logan County and Parr Sound and Lighting to provide stage/roof system, audio and lighting to accommodate artists and venue for the 2020, 2021 and 2022 Logan County Fair night shows and allow the Chairman to sign. Commissioner Pelton seconded and the motion carried 3-0.

- Chairman McBride noted that the contract is a 3-year agreement for \$45,000.00.

Commissioner Pelton moved to approve a letter of agreement between Logan County and Lauer, Szabo and Associates, PC for preparation of the Solid Waste Financial Assurance for year ending December 31, 2019 and allow the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve of Amendment I to the Voting Systems Acquisition Agreement between Logan County and Dominion Voting Systems, Inc. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Bauder moved to allow the Chairman to sign Amendment I to the Voting Systems Acquisition Agreement between Logan County and Dominion Voting Systems, Inc. Commissioner Pelton seconded and the motion carried 3-0.

County Offices will be closed Monday, January 20, 2020 in observance of Martin Luther King Jr. Day.

The next business meeting will be scheduled for Tuesday, January 21, 2020, at 9:30 a.m. at the Logan County Courthouse.

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

Submitted by:

Rachelle Steffen  
Logan County Deputy Clerk

Approved: January 21, 2020

LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Joe McBride, Chairman

Attest:

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



**LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR**

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR DECEMBER 2019		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	398.85	@ \$8.17	\$3,258.60
City of Sterling Dump Trucks	CL	101.44	@ \$23.17	\$2,350.36
General Public		33.16	@ \$23.17	\$768.32
Commerial (Packers & Roll Offs)	C	786.20	@ \$23.17	\$18,216.25
Industrial Waste	All other ID	448.87	@ \$36.17	\$16,235.63
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	68.17	@ \$46.34	\$3,159.00
Industrial Waste Out of County	IDOC	3.6	@ \$72.34	\$260.42
Rural Free Certificates	NC	92.63	NC	
Indust. Waste >5 Tns Free Cert.	IDXTON	5.16	@ 36.17	\$186.64
All County Vehicles	NCC	47.35	NC	
<b>TOTAL TONS</b>		<b>1985.43</b>		
<b>\$10.00 MINIMUM DIFFERENTIAL</b>				<b>\$449.86</b>
<b>\$20.00 MINIMUM DIFFERENTIAL</b>				<b>\$0.99</b>
E-Waste Recycling		35 ITEMS		\$315.00
E-Waste Recycling	NC	1 ITEM	NC	
GEW (Government E-Waste)		980	LB. \$0.08	\$78.40
Outgoing Recycled Tires/Metal/Wood		1.98		
Car Tires (CHG)		73	@ \$5.00	\$365.00
Truck Tires (CHG)		73	@ \$8.00	\$584.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)		51	NC	
Appliances (CHG)		2	@ \$5.00	\$10.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$189.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$10.00	\$0.00
Total # of Vehicles		733		
<b>TOTAL OC &amp; IDOC</b>				<b>\$3,420.41</b>
<b>TOTAL IN COUNTY</b>				<b>\$42,818.07</b>
<b>GRAND TOTAL</b>				<b>\$46,238.48</b>

SIGNED BY: Pam Jerdig  
DATE: Jan. 2, 2020

## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Dec-19	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	309.75	440.36	\$8,967.90
CHARGE	1175.38	1144.66	\$31,566.59
CITY OF STERLING	500.29	503.14	\$5,703.99
<b>TOTAL</b>	<b>1985.42</b>	<b>\$2,088.16</b>	<b>\$46,238.48</b>
THESE TNS ARE SHIPPED OFF:			
GEW	0.49		
RECYCLED METAL (SWAN)			
RECYCLED METAL (BOHM)			
RECYCLED TIRES	1.98		
RECYCLED WOOD			
<b>GRAND TOTAL TNS</b>	<b>1987.89</b>		

SIGNED BY:

DATE:

*Pam Jerdig*  
*Jan. 2, 2020*

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**LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR**

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR JANUARY - JUNE 2019		TONS	PRICE	CHARGES
City of Sterling (Packers)	SF	2804.15	@ \$1.17	\$3,280.86
City of Sterling (Dump Trucks)	CL	787.93	@ \$20.00	\$15,758.60
City of Sterling Clean-up	SFCC	286.95	@ \$1.17	\$335.73
Commercial (Packers & Roll Offs)	C	6,404.41	@ \$21.00	\$134,492.61
Out of County	OC	680.73	@ \$42.00	\$28,590.66
Industrial Petroleum Contaminated Soil	IDPCS		@ \$42.00	\$0.00
Industrial Waste	All other ID	241.41	@ \$42.00	\$10,139.22
General Public		1795.76	@ \$21.00	\$37,710.96
Area Town Clean-ups	CPC	48.92	@ \$1.17	\$57.24
>5 TONS ON FREE CERTIFICATES	XTON	55.81	@ \$21.00	\$1,172.01
Rural Free Certificate Days	NC	583.46	NC	
ALL COUNTY VEHICLES	NCC	1010.36	NC	
<b>TOTAL TONS</b>		<b>14699.89</b>		
<b>\$10.00 MINIMUM DIFFERENTIAL</b>				<b>\$3,149.48</b>
E-Waste Recycling		169 ITEMS		\$928.00
E-Waste Recycling NC		1 ITEM	NC	\$0.00
GEW (Government E-Waste)			LB. \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood		14.81		
Car Tires (CHG)		448	@ \$5.00	\$2,240.00
Truck Tires (CHG)		37	@ \$8.00	\$296.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		34	@ \$12.00	\$408.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)		91	NC	
Appliances (CHG)		32	@ \$5.00	\$160.00
Appliances (NC)			NC	
Analytical Reviews (ARV)			@ \$189.00	\$0.00
Unsecured/Unauthorized Loads (CHG)			@ \$10.00	\$0.00
<b>CASH</b>				<b>\$34,798.04</b>
<b>CHARGE</b>				<b>\$203,921.32</b>
<b>TOTAL</b>				<b>\$238,719.36</b>
<b>TOTAL # OF VEHICLES</b>		<b>4645</b>		

SIGNED BY:

*Pam Jerdig*

DATE:

*Dec. 20, 2019*



## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

1/1/19-6/30/19	TONS	CPC (CLOSURE)
CASH	1985.36	2691.66
CHARGE	8835.48	7933.02
CITY OF STERLING	3879.03	NA
<b>TOTAL</b>	<b>14699.86</b>	<b>\$10,624.68</b>
THESE TNS ARE SHIPPED OFF:		
GEW		NA
RECYCLED METAL (SWAN)	10.69	NA
RECYCLED METAL (BOHM)		
RECYCLED TIRES	4.12	NA
RECYCLED WOOD		NA
<b>GRAND TOTAL TNS</b>	<b>14714.67</b>	

SIGNED BY: *Pam Jerdig*  
 DATE: *Dec. 20, 2019*



**LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR**

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR JULY-DECEMBER 2019		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC	301.92	@ \$1.17	\$353.25
City of Sterling Packers	SF	2979.07	@ \$8.17	\$24,339.00
City of Sterling Dump Trucks	CL	671.53	@ \$23.17	\$15,559.35
General Public		428.02	@ \$23.17	\$9,917.22
Commercial (Packers & Roll Offs)	C	5527.64	@ \$23.17	\$128,075.42
>5 Tons on Free Certificates	XTON	5.15	@ \$23.17	\$119.33
Industrial Waste	All other ID	6024.31	@ \$36.17	\$217,899.29
Industrial Petroleum Contaminated Soil	IDPCS	298.18	@ \$36.17	\$10,785.17
Indust. Waste>5 Tons on Free Cert.	IDXTON	8.09	@ \$36.17	\$292.62
Out of County	OC	558.43	@ \$46.34	\$25,877.65
Industrial Waste Out of County	IDOC	29.91	@ \$72.34	\$2,163.69
Rural Free Certificates	NC	533.34	NC	
All County Vehicles	NCC	91.79	NC	
<b>TOTAL TONS</b>		<b>17457.38</b>		
<b>\$10.00 MINIMUM DIFFERENTIAL</b>				<b>\$3,490.07</b>
<b>\$20.00 MINIMUM DIFFERENTIAL</b>				<b>\$128.33</b>
E-Waste Recycling		140 ITEMS		\$919.00
E-Waste Recycling	NC	11 ITEMS	NC	
GEW (Government E-Waste)		9,060	LB. \$0.08	\$724.80
Outgoing Recycled Tires/Metal/Wood		41.15		
Car Tires (CHG)		562	@ \$5.00	\$2,810.00
Truck Tires (CHG)		190	@ \$8.00	\$1,520.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		14	@ \$12.00	\$168.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)		64	NC	
Appliances (CHG)		21	@ \$5.00	\$105.00
Appliances (NC)			NC	
Analytical Reviews	ARV	2	@ \$189.00	\$378.00
Unsecured/Unauthorized Loads	CHG		@ \$10.00	\$0.00
Total # of Vehicles		5672		
<b>TOTAL OC &amp; IDOC</b>				<b>\$28,169.67</b>
<b>TOTAL IN COUNTY</b>				<b>\$417,455.51</b>
<b>GRAND TOTAL</b>				<b>\$445,625.18</b>

SIGNED BY: Pam Jerdig  
DATE: Jan. 2, 2020

## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

7/1/19-12/31/2019	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	3921.37	4899.5	\$125,040.92
CHARGE	9583.49	9590.71	\$279,540.96
CITY OF STERLING	3952.52	3993.35	\$41,043.30
<b>TOTAL</b>	<b>17457.38</b>	<b>\$18,483.56</b>	<b>\$445,625.18</b>
THESE TNS ARE SHIPPED OFF:			
GEW	4.53		
RECYCLED METAL (SWAN)	14.61		
RECYCLED METAL (BOHM)			
RECYCLED TIRES	26.54		
RECYCLED WOOD			
<b>GRAND TOTAL TNS</b>	<b>17503.06</b>		

SIGNED BY: *Pam Jerdig*  
DATE: *Jan. 2, 2020*



**LOGAN COUNTY SOLID  
WASTE**

315 MAIN STREET  
STERLING, COLORADO 80751

Logan County Solid Waste

Office Phone  
970-522-8657

Fax  
970-522-1995

e-mail  
mattc@loganco.gov

January 3, 2020

**2019 Free Certificates for Rural Logan County (January 19–December 31):**

Total Certificates available to use	6596	Sent out 3298 letters. (Each letter has
Individual Certificates handed out	20	2 certificates to use.)
Letters returned in mail	43	
Individual Certificates actually used	1132	
Total Tonnage	1166.23	

**2019 Area Town Clean-ups (Merino, Iliff, Peetz, Fleming, Crook): \$1.17 per ton**

Total Tonnage/cost	48.92	\$ 57.24
Total Car Tires (Charged)	14	\$ 70.00

**2019 City of Sterling Clean-up (April & October): \$1.17 per ton**

Total Tonnage/cost	588.87	\$ 688.81
Total Tires	0	
E-Waste	2 items	\$ 16.00

(City paid for all extras during both clean-ups.)

**2019 All Logan County vehicles, No Charge**

Total Tonnage	1102.15
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**LOGAN COUNTY TREASURER'S MONTHLY REPORT**  
**REPORT OF COUNTY FUNDS ONLY**  
**DECEMBER 2019**

COUNTY FUNDS	11/30/19 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	12/31/19 BALANCE
COUNTY GENERAL	\$ 6,495,913.28	\$ 67.49	\$ 73,184.53	\$ 189,724.24	\$ 1,055,922.16	\$ (1,014,556.15)	\$ (1,561.30)	\$ 6,798,694.25
ROAD & BRIDGE	\$ 4,291,393.85	\$ 3.92	\$ 4,980.70	\$ 429,333.89	\$ -	\$ (406,651.00)	\$ (4,884.23)	\$ 4,314,177.13
CONTINGENT	\$ 567,999.55	\$ -	\$ -	\$ 65,000.00	\$ -	\$ -	\$ -	\$ 632,999.55
CAPITAL EXPENDITURES	\$ 540,039.09	\$ 1.44	\$ 1,660.15	\$ 64,312.07	\$ -	\$ (64,962.21)	\$ (0.03)	\$ 541,050.51
JUSTICE CENTER	\$ 2,380,017.92	\$ -	\$ -	\$ 3,807.23	\$ -	\$ -	\$ -	\$ 2,383,825.15
TELEVISION FUND	\$ 104,084.69	\$ 0.61	\$ 664.16	\$ -	\$ -	\$ (10,317.57)	\$ (0.01)	\$ 94,431.88
PEST CONTROL	\$ 214,544.54	\$ 2.82	\$ 1,387.35	\$ 317.62	\$ -	\$ (7,655.00)	\$ (0.05)	\$ 208,597.28
LODGING TAX	\$ 165,370.99	\$ -	\$ -	\$ 4,439.37	\$ -	\$ (7,187.60)	\$ -	\$ 162,622.76
SOLID WASTE	\$ 1,873,767.64	\$ 9.35	\$ 9,961.16	\$ 62,962.96	\$ -	\$ (70,151.72)	\$ (0.18)	\$ 1,876,549.21
SOLID WASTE CLOSURE	\$ 449,801.97	\$ -	\$ -	\$ 3,631.46	\$ -	\$ -	\$ -	\$ 453,433.43
CONSERVATION TRUST	\$ 185,285.14	\$ -	\$ -	\$ 15,630.85	\$ -	\$ (46.33)	\$ -	\$ 200,869.66
FAIR FUND	\$ 138,471.84	\$ -	\$ -	\$ 192.59	\$ -	\$ (908.31)	\$ -	\$ 137,756.12
CAPITAL IMPROVEMENT	\$ 168,605.61	\$ -	\$ -	\$ 155,994.97	\$ -	\$ (47,520.56)	\$ (3,119.90)	\$ 273,960.12
AMBULANCE FUND	\$ 228,601.13	\$ -	\$ -	\$ 51,486.07	\$ -	\$ (6,588.74)	\$ -	\$ 273,498.46
% TAX COLLECTED TO DATE								100.18%
<b>TOTALS</b>	<b>\$ 17,803,897.24</b>	<b>\$ 85.63</b>	<b>\$ 91,838.05</b>	<b>\$ 1,046,833.32</b>	<b>\$ 1,055,922.16</b>	<b>\$ (1,636,545.19)</b>	<b>\$ (9,565.70)</b>	<b>\$ 18,352,465.51</b>

STATE OF COLORADO )  
: ss.  
COUNTY OF LOGAN )

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$6,649.94 for the month of DECEMBER 2019 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of DECEMBER 2019 is \$9,566.43 which includes fees for the County and all taxing authorities.



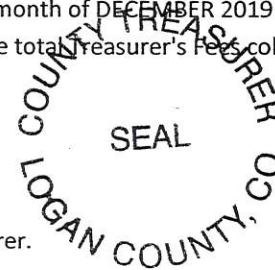
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 6th day of JANUARY 2020, by Patricia Bartlett, Logan County Treasurer.  
Witness my hand and official seal.

My Commission expires: September 23, 2021

  
Notary Public

JANET MCLAUGHLIN  
Notary Public  
State of Colorado  
Notary ID # 20054037006  
My Commission Expires 09-23-2021





## SEMI ANNUAL REPORT OF LOGAN COUNTY TREASURER

JULY 1, 2019 THRU DECEMBER 31, 2019

FUND	BEGINNING BALANCE	REVENUES ALL RECEIPTS	DISBURSEMENTS EXPENDITURES	ENDING BALANCE
COUNTY GENERAL	\$ 8,840,901.80	\$ 3,573,536.16	\$ 5,615,743.71	\$ 6,798,694.25
ROAD & BRIDGE	\$ 3,947,715.12	\$ 3,469,857.15	\$ 3,103,395.14	\$ 4,314,177.13
CONTINGENT	\$ 567,999.55	\$ 65,000.00	\$ -	\$ 632,999.55
HUMAN SERVICES	\$ 2,106,067.50	\$ 1,773,371.18	\$ 2,042,659.55	\$ 1,836,779.13
CAPITAL EXPENDITURES	\$ 638,924.76	\$ 407,582.15	\$ 505,456.40	\$ 541,050.51
LOGAN COUNTY JUSTICE CENTER	\$ 3,155,843.19	\$ 669,533.18	\$ 1,441,551.22	\$ 2,383,825.15
TELEVISION TRANSMITTOR	\$ 110,144.97	\$ 6,624.21	\$ 22,337.30	\$ 94,431.88
PEST CONTROL	\$ 277,258.36	\$ 75,483.38	\$ 144,144.46	\$ 208,597.28
LOGAN CO LODGING TAX TOURISM FUND	\$ 131,202.60	\$ 89,277.23	\$ 57,857.07	\$ 162,622.76
L/C WASTE DISPOSAL FUND	\$ 1,992,705.01	\$ 545,529.01	\$ 661,684.81	\$ 1,876,549.21
L/C WASTE DISPOSAL CLOSURE COSTS	\$ 430,927.55	\$ 22,505.88	\$ -	\$ 453,433.43
CONSERVATION TRUST FUND	\$ 167,827.28	\$ 36,106.99	\$ 3,064.61	\$ 200,869.66
LC FAIR FUND	\$ 199,937.89	\$ 285,412.90	\$ 347,594.67	\$ 137,756.12
CAPITAL IMPROVEMENTS	\$ -	\$ 334,608.07	\$ 60,647.95	\$ 273,960.12
LOGAN COUNTY AMBULANCE FUND	\$ 236,759.89	\$ 332,243.97	\$ 295,505.40	\$ 273,498.46
STERLING	\$ 204,472.94	\$ 140,869.36	\$ 330,875.26	\$ 14,467.04
FLEMING	\$ 8,892.14	\$ 8,683.89	\$ 16,974.96	\$ 601.07
PEETZ	\$ 6,137.80	\$ 4,516.75	\$ 10,235.99	\$ 418.56
CROOK	\$ 2,055.01	\$ 3,676.26	\$ 5,496.62	\$ 234.65
MERINO	\$ 22,931.89	\$ 3,464.80	\$ 20.32	\$ 26,376.37
ILIFF	\$ 1,252.86	\$ 2,732.78	\$ 3,752.36	\$ 233.28
STERLING ROAD & BRIDGE	\$ 38,705.44	\$ 2,688.91	\$ 41,203.81	\$ 190.54
FLEMING ROAD & BRIDGE	\$ 723.20	\$ 50.24	\$ 769.88	\$ 3.56
PEETZ ROAD & BRIDGE	\$ 376.06	\$ 26.13	\$ 400.34	\$ 1.85
CROOK ROAD & BRIDGE	\$ 231.42	\$ 16.08	\$ 246.36	\$ 1.14
MERINO ROAD & BRIDGE	\$ 899.65	\$ 38.18	\$ 0.76	\$ 937.07
ILIFF ROAD & BRIDGE	\$ 376.06	\$ 26.13	\$ 400.34	\$ 1.85
ASSURANCE	\$ 750.20	\$ -	\$ -	\$ 750.20
CLERK ACCOUNT	\$ 530,540.05	\$ 3,357,551.08	\$ 3,315,508.29	\$ 572,582.84
CLERK COUNTY SURCHARGE	\$ 2,191.00	\$ 2,229.67	\$ 4,420.67	\$ -
CLERK VITAL RECORDS	\$ 45.00	\$ 267.00	\$ 282.00	\$ 30.00
CLERK STATE	\$ 300.00	\$ 1,780.00	\$ 1,880.00	\$ 200.00
CLERK STATE SURCHARGE	\$ 644.00	\$ 4,459.33	\$ 4,448.00	\$ 655.33
COUNTY UTV	\$ -	\$ -	\$ -	\$ -
S.P. REGIONAL TRANSPORTATION AUTH	\$ -	\$ 7,144.44	\$ 7,144.44	\$ -
UNINSURED MOTORIST	\$ 2,346.25	\$ 2,585.41	\$ 4,931.66	\$ -
DIVISION OF WILDLIFE	\$ -	\$ -	\$ -	\$ -
STATE MOBILE HOME LIEN FEE	\$ -	\$ -	\$ -	\$ -
P.I.L.T. DISTRIBUTION	\$ -	\$ -	\$ -	\$ -
NCWC	\$ 26,878.58	\$ 19,277.85	\$ 44,330.39	\$ 1,826.04
SPWC	\$ 13,554.64	\$ 9,559.12	\$ 22,205.29	\$ 908.47
FGWM LEVY	\$ 344.60	\$ 355.23	\$ 670.56	\$ 29.27
STERLING FIRE	\$ 147,012.12	\$ 66,069.97	\$ 205,933.81	\$ 7,148.28
CROOK FIRE	\$ 55,353.45	\$ 42,178.96	\$ 94,923.88	\$ 2,608.53
PEETZ FIRE	\$ 58,385.17	\$ 12,694.90	\$ 69,187.47	\$ 1,892.60
HAXTUN FIRE	\$ 4,480.04	\$ 5,027.12	\$ 9,080.59	\$ 426.57
HAXTUN FIRE PENSION	\$ 279.56	\$ 313.25	\$ 566.27	\$ 26.54
FLEMING FIRE	\$ 17,088.02	\$ 10,807.99	\$ 26,920.93	\$ 975.08
STERLING URBAN RENEWAL AUTHORITY	\$ 35,790.78	\$ 20,840.49	\$ 56,631.27	\$ (0.00)
TAYLOR GRAZING ACT	\$ 758.06	\$ -	\$ -	\$ 758.06
U.S. MINERAL LEASES	\$ -	\$ 27,429.52	\$ 27,429.52	\$ -
SPEC-O-TAX CLASSES ABCD&F	\$ -	\$ 1,491,122.53	\$ 1,491,122.53	\$ -
PICKETT SUBDIVISION ESCROW	\$ 45,015.11	\$ 72.56	\$ 45,087.67	\$ -
HAXTUN SOIL CONSERVATION DIST	\$ 507.81	\$ 609.62	\$ 1,070.81	\$ 46.62
LC WATER CONSERVANCY DIST	\$ 59,795.50	\$ 28,471.48	\$ 85,414.89	\$ 2,852.09
REPUBLICAN RIVER WATER CONSERVATION	\$ -	\$ 8,835.29	\$ 8,835.29	\$ -
ILIFF IRRIGATION	\$ 734.31	\$ 4,489.76	\$ 5,224.07	\$ -
LOGAN IRRIGATION	\$ 1,260.54	\$ 1,397.35	\$ 2,657.89	\$ -
NORTH STERLING IRRIGATION	\$ 51,397.84	\$ 101,971.87	\$ 153,369.71	\$ -

ILIFF DRAINAGE	\$ 48.86	\$ -	\$ 48.86	\$ (0.00)
FGMD WELL ASSESSMENT	\$ 29.40	\$ 187.87	\$ 217.27	\$ -
BOND & INTEREST	\$ 69,627.67	\$ 140,377.76	\$ 210,005.43	\$ -
TREASURERS' DEED	\$ 209.43	\$ 16,805.15	\$ 13,627.98	\$ 3,386.60
PUBLIC TRUSTEE SPECIAL RESERVE FUND	\$ 16,051.94	\$ 38.28	\$ -	\$ 16,090.22
COUNTY TREASURERS COMMISSION & FEE	\$ 332,333.59	\$ 93,727.98	\$ 426,059.09	\$ 2.48
COUNTY CLERK'S FEE FUND	\$ 130,880.78	\$ 168,283.70	\$ 299,164.48	\$ -
SHERIFF'S FEE FUND	\$ 39,844.42	\$ 40,692.12	\$ 80,516.54	\$ 20.00
ASSESSORS FEES	\$ 1,115.22	\$ 179.64	\$ 1,294.86	\$ -
PUBLIC TRUSTEE ACCOUNT	\$ 5,072.75	\$ 7,888.15	\$ 9,065.40	\$ 3,895.50
PUBLIC TRUSTEE ESCROW ACCT	\$ 23,536.84	\$ 159,801.13	\$ 167,940.22	\$ 15,397.75
PUBLIC TRUSTEE SALARY FUND	\$ 2,671.15	\$ 2,823.36	\$ -	\$ 5,494.51
REDEMPTIONS	\$ 871.73	\$ 20,212.23	\$ 20,212.23	\$ 871.73
SUSPENSE	\$ 5,728.52	\$ 433,530.19	\$ 7,959.67	\$ 431,299.04
TAX ADVERTISING	\$ 105.40	\$ 4,641.01	\$ 4,746.41	\$ -
RE-1 GENERAL FUND	\$ 80,454.82	\$ 737,923.78	\$ 738,624.79	\$ 79,753.81
RE-2J GENERAL FUND	\$ 2,124.48	\$ 31,036.89	\$ 30,771.34	\$ 2,390.03
RE-3 GENERAL FUND	\$ 11,529.34	\$ 95,957.61	\$ 96,286.37	\$ 11,200.58
RE-4J GENERAL FUND	\$ 5,926.99	\$ 59,415.65	\$ 58,862.25	\$ 6,480.39
RE-5 GENERAL FUND	\$ 14,070.96	\$ 147,744.93	\$ 146,127.30	\$ 15,688.59
RE-11J (WELD) GENERAL FUND	\$ 1.76	\$ 11.93	\$ 11.70	\$ 1.99
RE-1 BOND ISSUE 2006	\$ 3,396,332.03	\$ 200,610.68	\$ 1,367,952.34	\$ 2,228,990.37
RE-2 BOND	\$ -	\$ 3,734.60	\$ 3,734.60	\$ -
RE-3 BOND ISSUE 2006	\$ 69.37	\$ 1,247.96	\$ 1,315.45	\$ 1.88
RE-4J BOND ISSUE 2008	\$ 42.73	\$ 5,233.43	\$ 5,276.16	\$ -
RE-11J BOND	\$ -	\$ -	\$ -	\$ -
AIMS COLLEGE GENERAL FUND (WELD)	\$ 1.76	\$ 11.93	\$ 11.70	\$ 1.99
<b>6 MONTH FUND TOTAL</b>	<b>\$ 28,285,404.51</b>	<b>\$ 19,453,120.72</b>	<b>\$ 24,091,129.63</b>	<b>\$ 23,647,395.60</b>

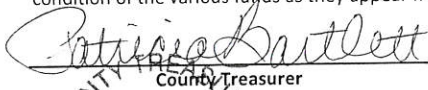
#### FINANCIAL STATEMENT OF LOGAN COUNTY

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, 2019.

For six months - ending December 31, 2019. Filed in my office this 6th day of January 2020.

\_\_\_\_\_  
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, 2019.

  
County Treasurer

Received and examined by the Board of Logan County Commissioners this \_\_\_\_\_ day  
of January 2020.

\_\_\_\_\_  
Chairman

## Clerk Fees Collected 2019

December

	2018	2019	
<u>Recording Fees Retained</u>	24,267.54	32,665.86	
<u>Motor Vehicle Fees Retained</u>	302,828.81	359,802.65	
Total	\$ 327,096.35	\$ 392,468.51	\$65,372.16

### Fees & Taxes Distributed

State of Colorado	244,524.47	216,929.55	
City of Sterling	21,319.85	29,771.53	
Town of Fleming	-	3,171.29	
Total	\$ 265,844.32	\$ 249,872.37	\$15,971.95

Fees Retained Year to Date \$2,576,552.78



\* emailed to  
Jennifer 01.16.2020  
8:05 AM (8)

CIVIL PAYMENTS						
Dec-19						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
12/23/2019	697	4113	2019-1037	\$ 35.00	\$ 15.00	\$ 20.00
12/23/2019	698	1134233	2019-1031	\$ 43.00	\$ 15.00	\$ 28.00
12/30/2019	699	39921	2019-1019	\$ 25.00	\$ 12.50	\$ 12.50
12/31/2019	700	11528	2019-1050	\$ 40.00	\$ 15.00	\$ 25.00
1/6/2020	701	257778	2020-2	\$ 35.00	\$ 15.00	\$ 20.00
1/6/2020	702	78459	2019-1055	\$ 43.00	\$ 23.00	\$ 20.00
1/6/2020	703	257777	2020-3	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 145.50

CIVIL PAYMENTS CREDIT CARDS					
Dec-19					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
12/12/2019		2019-1014	\$ 35.00		\$ 35.00
12/19/2019		2019-1021	\$ 35.00		\$ 35.00
12/19/2019		2019-1018	\$ 45.00		\$ 45.00
12/20/2019		2019-1017	\$ 80.00		\$ 80.00
12/23/2019		2019-1032	\$ 48.00		\$ 48.00
12/30/2019		2019-1035	\$ 35.00		\$ 35.00
12/30/2019		2019-1048	\$ 53.00		\$ 53.00
12/30/2019		2019-1044	\$ 55.00		\$ 55.00
12/31/2019		2019-1049	\$ 35.00		\$ 35.00
1/3/2020		2020-6	\$ 45.00		\$ 45.00
		Total Owed to County			\$ 466.00

TARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS/					
Dec-19					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
12/17/2019			\$ 50.00		\$ 50.00
		Total Owed to County			\$ 50.00

CHP CREDIT CARDS			
Dec-19			
Date		Amount	Amount Owed to County
12/20/2019		\$ 63.00	\$ 63.00
12/20/2019		\$ 63.00	\$ 63.00
12/23/2019		\$ 152.50	\$ 152.50
12/27/2019		\$ 152.50	\$ 152.50
1/2/2020		\$ 63.00	\$ 63.00
1/3/2020		\$ 152.50	\$ 152.50
1/3/2020		\$ 152.50	\$ 152.50
1/3/2020		\$ 63.00	\$ 63.00
	Total Owed to County		\$ 862.00

CIVIL CHECKS	\$	145.50	
CIVIL CREDIT CARDS	\$	466.00	
RECORDS/VIN/FINGERPRINTS CREDIT CARDS	\$	50.00	
CHP CREDIT CARDS	\$	862.00	
<b>TOTAL PAID TO GENERAL FUND</b>	<b>\$</b>	<b>1,523.50</b>	Check#704
 DEPOSIT TAKEN TO BANK OF COLORADO	 \$	 256.00	



## Colorado Fermented Malt Beverage License Application

<input checked="" type="checkbox"/> <b>New License</b> <input type="checkbox"/> <b>New-Concurrent</b> <input type="checkbox"/> <b>Transfer of Ownership</b>			
<p>• All answers must be printed in black ink or typewritten</p> <p>• Applicant must check the appropriate box(es)</p> <p>• Local license fee \$ <u>1063.75</u></p> <p>• Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a></p>			
1. Applicant is applying as a/an <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> Corporation  <input type="checkbox"/> Individual         </div> <div> <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)  <input checked="" type="checkbox"/> Limited Liability Company         </div> <div> <input type="checkbox"/> Association or Other         </div> </div>			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation <u>LMR Oil LLC</u>			FEIN <u>27-2171370</u>
2a. Trade Name of Establishment (DBA) <u>Simelair #3</u>		State Sales Tax No. <u>36494407000</u>	Business Telephone <u>(801) 918-8125</u>
3. Address of Premises (specify exact location of premises) <u>4513 Highway 63</u>			
City <u>Atwood, Co.</u>	County <u>Logan</u>	State <u>Co.</u>	ZIP Code <u>80722</u>
4. Mailing Address (Number and Street) <u>P.O. Box 1416</u>		City or Town <u>INOLA</u>	State <u>OK</u>
5. Email Address <u>lrogense@mrail.com</u>			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA) <u>N/A</u>	Present State License No. <u>N/A</u>	Present Class of License <u>N/A</u>	Present Expiration Date <u>N/A</u>
<b>Section A Nonrefundable Application Fees</b>		<b>Section B Fermented Malt Beverage Beer License Fees</b>	
<input checked="" type="checkbox"/> Application Fee for New License \$1,550.00 <input type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,650.00 <input type="checkbox"/> Application Fee for Transfer \$1,550.00		<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50 <input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City) \$96.25 <input checked="" type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County) \$117.50 <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50 <input type="checkbox"/> Master File Location Fee ..... \$25.00 x _____ To _____ <input type="checkbox"/> Master File Background ..... \$250.00 x _____ Total _____	
Questions? Visit <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> for more information Do Not Write In This Space - For Department Of Revenue Use Only			
<b>Liability Information</b>			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total \$

## Application Documents Checklist and Worksheet

**Instructions:** This check list should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

**Questions? Visit:** [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
<b>I.</b>	<b>Applicant Information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Submit originals to local authority <input type="checkbox"/> E. Additional information required by the local licensing authority
<b>II.</b>	<b>Diagram of the Premises</b> <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Bold/Outlined licensed premises
<b>III.</b>	<b>Proof of Property Possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant ONLY (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease
<b>IV.</b>	<b>Background Information (DR 8404-I) and Financial Documents</b> <input checked="" type="checkbox"/> A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. <div style="margin-left: 20px;">           The Vendors are as follows:  <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a>            Phone: (844) 539-5539 (toll-free)            IdentoGO FAQs: <a href="https://www.colorado.gov/pacific/cbi/identification-faqs">https://www.colorado.gov/pacific/cbi/identification-faqs</a>  <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a>            Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a>            Phone: (720) 292-2722            Toll Free: (833) 224-2227         </div> <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input checked="" type="checkbox"/> D. List of all notes and loans.
<b>V.</b>	<b>Sole Proprietor/Husband and Wife Partnership (if applicable)</b> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State Issued Driver's License or Identification Card for each Applicant
<b>VI.</b>	<b>Corporate Applicant Information (If Applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership Applicant Information (If Applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company Applicant Information (If Applicable)</b> <input type="checkbox"/> A. Copy of Articles of Organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input checked="" type="checkbox"/> D. Certificate of Authorization if foreign LLC (out of state applicants only)



7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes	No		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(b) had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet				
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.?				
Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?				
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:				
Landlord <i>LMMS Properties LLC</i>	Tenant <i>LMR Oil LLC</i>	Expires <i>2027</i>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
15. Name of Manager(s) for all on premises applicants.				
Last Name <i>N/A</i>	First Name	Date of Birth		
16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
<i>N/A</i>				
17. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				
Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>				
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				
<input type="checkbox"/> <input checked="" type="checkbox"/>				

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name <i>Lawrence M. Rogers</i>	Home Address, City & State <i>7289 E. Spanish Bell Lane, Gold Canyon Az</i>	Date of Birth <i>9/19/62</i>	Position <i>President</i>	% Owned <i>50</i>
Name <i>Marilyn A. Rogers</i>	Home Address, City & State <i>7289 E. Spanish Bell Lane, Gold Canyon Az</i>	Date of Birth <i>3/14/62</i>	Position <i>VP</i>	% Owned <i>50</i>
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.

\*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

\*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

### Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Lawrence M. Rogers</i>	Printed Name and Title <i>Lawrence M. Rogers President</i>	Date <i>1/12/20</i>
---	---	------------------------

### Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
---	--

Each person required to file DR 8404-I has been:

- ☐ Fingerprinted
- ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

- ☐ Date of Inspection or Anticipated Date \_\_\_\_\_
- ☐ Upon approval of state licensing authority
- ☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied
- ☐ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for		Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date



# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

***\*\* Please print and review BOTH pages and bring to the meeting \*\****

Date: Dec. 31, 2019 Project Title: CERTIFIED FOLDER DISPLAY SERVICE INC.

Responsible Party: (Signature) MARILEE JOHNSON, TOURIST CENTER DIRECTOR

Funds Payable to: (Organization) CERTIFIED FOLDER DISPLAY SERVICE INC.

Mailing Address: 1120 Joshua Way, Vista, CA 92801

By completing this form, the responsible party agrees to **include the words “Funds provided by www.ExploreSterling.com”** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

**Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.**

Date(s) of Activity: 12/2019 – 11/2020

Total cost of project: \$4,274.38

Amount requested: \$4,274.38

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

TO DISTRIBUTE LOGAN COUNTY TOURISM MATERIAL TO 78 SITES IN THE NEBRASKA/I-80 WEST DISTRIBUTION PROGRAM AREA FOR A 12 MONTHS.

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words **“Funds provided by www.ExploreSterling.com”**.
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

## Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

\*\*\*\*\*

### THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$4271.38 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: \_\_\_\_\_

Date: 1/4/2020

LCLTB Treasurer's Endorsement \_\_\_\_\_

Date: 1/6/2020

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_

**Reimbursement forms** must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

**THANK YOU!!**

See Reverse Side

REVISED May 2016





## DISTRIBUTION SERVICE AGREEMENT

## RENEWAL

SALESPERSON: 093500 - Sean Winders

FEDERAL TAX ID: 84-6000782

REF: 18-0110824

ADVERTISER ID: 129370

PO NUMBER:

## SHIP TO:

## BILL TO:

ADVERTISER: Logan County Tourism

ADVERTISER: Logan County Tourism

CONTACT: Marilee Johnson, Tourist Center Director

CONTACT: Marilee Johnson

EMAIL: johnsonm@logancountyco.gov

WEB SITE: www.exploresterling.com

ADDRESS1: 315 Main Street

NEW ADDRESS:

ADDRESS1: 315 Main Street

NEW ADDRESS:

ADDRESS2:

ADDRESS2:

CITY: Sterling

CITY: Sterling

STATE: CO ZIP: 80751

STATE: CO ZIP: 80751

PHONE: (970) 522-0888 Ext 253

FAX:

PHONE: (970) 522-0888 Ext 253

FAX:

DATE: 12/19/2019

CONTRACT: 19-0117082

REV: 00001

START DATE: 01/01/2020

END DATE: 12/31/2020

## NAME OF BROCHURE / PUBLICATION:

Logan County Visitor Guide

INVENTORY ID NUMBER: 016752

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	RACKLOC	NONPROF	NET FEE
1-VM-12-R/VNB	Nebraska/I-80 West - Magazines	78	01/01/20	12/31/20	429.00	12	5,148.00	-257.40	-244.53	0.00 4,646.07

## COMMENTS/SPECIAL INSTRUCTIONS:

A 5% discount has been applied for hosting a CFDS brochure rack, as well as a 5% Non-Profit discount (a \$501.93 savings).

TOTAL NET FEE: 4,646.07

APPLICABLE SALES TAX: 0.00

TOTAL FEE: 4,646.07

## APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

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

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

APPROVED BY (Certified Folder Display corporate office)

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

Name (print): \_\_\_\_\_

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

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

## MONTHLY BILLING SCHEDULE (including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Dec	Jan	Feb	Mar	Apr	May
387.17	387.17	387.17	387.17	387.17	387.17
Jun	Jul	Aug	Sept	Oct	Nov
387.17	387.17	387.17	387.17	387.17	387.20

**TERMS.** The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees

## PREPAYMENT OPTION

## PREPAYMENT DISCOUNT (Please check one)

☐

Yes

☐

No

(8.00% on all applicable programs)

## TOTAL PREPAID FEE

TOTAL NET FEE: 4,646.07

(371.69)

SUBTOTAL: 4,274.38

APPLICABLE SALES TAX: 0.00

4,274.38





Contract Nbr: 19-0117082

Revision Nbr: 00001

1. **Brochure Placement.** The actual placement and positioning of Advertiser's brochure in Certified's brochure display rack(s) and/or website(s) under this Agreement shall be within the sole and absolute discretion of Certified. Certified shall use its reasonable efforts to maintain adequate numbers of the brochures at each physical display rack, but Certified shall have no liability to Advertiser where the number of brochures is reduced or completely depleted due to special events or due to other circumstances beyond Certified's reasonable control.
2. **Fuel Surcharge.** Certified may, from time to time, impose a temporary fuel surcharge equal to 3.0% of the net monthly fee specified in the monthly billing schedule, upon 30 days written notice to Advertiser. Advertiser may elect to cancel contract on five day's written notice without penalty if surcharge is deemed unacceptable.
3. **Rights of Location Management.** The person or entity which owns or controls the physical premises at which a physical display rack is located shall have the right to object to the display of Advertiser's brochures. If Certified is informed of such objection, then it may in its sole and absolute discretion, without notice to Advertiser, remove the brochures from such location and place them at another location with no reduction in the fees due from Advertiser.
4. **No Representations or Warranties.** Certified does not make and specifically disclaims any representation, warranty or guarantee to Advertiser, including without limitation, any representation or warranty that: (a) any particular number of brochures will actually be distributed; (b) any particular amount of website traffic will be realized; (c) use of Certified's website(s) will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (d) Certified's website(s) will meet Advertiser's requirements or expectations; or (e) the servers that make Certified's website(s) available will be free of viruses or other harmful components.
5. **Shipment of Brochures.** All tangible brochures and/or publications to be distributed under this Agreement shall be shipped to Certified warehouse location(s), freight prepaid at Advertiser's expense. Any freight costs incurred by Certified on behalf of the Advertiser will be billed back to the Advertiser.
6. **No Other Rights.** This Agreement does not constitute a distributorship, joint venture, partnership, franchise, or other form of business relationship. Advertiser shall have no rights to renew or extend this Agreement. Any offer to renew or extend this Agreement by Certified shall be in its sole and absolute discretion and subject to any terms or conditions that Certified may impose in connection therewith.
7. **Reproduction of Materials; Compliance with Laws; Indemnity.** Advertiser hereby authorizes and grants to Certified and its affiliates a non-exclusive, royalty-free, worldwide license to scan, digitize, modify, reproduce and distribute Advertiser's marketing materials, including but not limited to Advertiser's advertising brochures, trademarks, service marks and copyrighted materials, for the promotional purposes contemplated by this Agreement. Advertiser represents and warrants that (i) all materials provided or made available to Certified comply with all applicable laws and regulations, including copyright, publicity and trade secrecy laws; (ii) such materials are solely and exclusively owned by Advertiser and do not infringe upon the rights of any third party; and (iii) Advertiser has the sole and exclusive right and authority to grant the rights provided herein. Advertiser shall indemnify, defend and hold Certified harmless against any loss, damage, claim, liability or expense, including but not limited to legal fees and court costs, arising out of or related to the contents of Advertiser's materials and/or Advertiser's breach of any representation or warranty provided in this Agreement.
8. **Partial Invalidity.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be read as though the invalid or unenforceable portion or provision was never included. The remainder of this Agreement excluding the invalidity or unenforceable portion or provision shall continue in full force and effect.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict or law principals.
10. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
11. **Limitation on Damages.** Certified will not be liable for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God and other force majeure events. In no event shall Certified be liable for lost profits or other consequential or incidental damages sustained by Advertiser as a result of a breach of this Agreement by Certified. In the event Certified materially breaches this Agreement, then it is agreed that Advertiser will be entitled to recover a maximum amount equal to one month of the fees due from Advertiser to Certified as liquidated damages.
12. **Indemnification.** Advertiser shall indemnify, defend and hold Certified harmless from and against any and all claims, threats, suits or liability (including legal fees and costs incurred by Certified in defending or responding to any claim, threat, or suit and any amounts paid by Certified in satisfaction of any judgment or other award incurred or expended by Certified) in any way related to, connected with, or arising out of the services provided to Advertiser in connection with this Agreement, including the posting of Advertiser's materials on Certified's website(s), and all publication, production and/or print design work produced for or used on behalf of Advertiser by Certified, its agents, assigns and subcontractors, concerning or related to this Agreement.
13. **Jurisdiction and Venue.** Advertiser consents to the exclusive jurisdiction of the superior courts of the State of California, County of San Diego, in connection with any dispute arising under or related to this Agreement.
14. **Modification in Writing.** This Agreement may be modified only by a writing executed by the party to this Agreement against whom enforcement of such modification is sought.
15. **Transfer of Rights.** Advertiser may not transfer its rights under this Agreement without the prior written consent of Certified, which consent shall not be unreasonably withheld.
16. **Prior Understandings.** This Agreement and the documents attached hereto contain the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supercedes all prior understandings, agreements, representations and warranties, whether oral or written, with respect to such subject matter.
17. **Notices.** All notices and/or communications regarding this Agreement other than a change of address, shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid and return receipt requested, FAX'd to Certified's corporate office, or by an overnight express courier service that provides written confirmation of delivery to such party at such party's address shown on the front of this Agreement.
18. **Waiver.** No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver, nor will any single or partial exercise of any right preclude the further exercise of any other right.
19. **Failure to Provide Brochures.** Failure on the part of Advertiser to provide a sufficient number of brochures and/or to submit electronic copies of brochures in digital format(s) as requested by Certified shall in no way affect Advertiser's obligation to pay Certified under the terms and conditions of this Agreement.
20. **Loss of Material.** Certified is not responsible for the loss of, or damage to, Advertiser's brochures and/or other literature under any circumstances. Advertiser is responsible for securing appropriate insurance coverage to protect against any loss or damage to its brochures and/or other literature.
21. **Print & Advertisement Disclaimer.** In no event shall Certified be liable for color variance in any part or whole of Advertiser's publications, whether in print or included on Certified's website(s). Also, Certified will not be liable for errors in Advertiser's publications after Advertiser has signed approval to print and/or provided electronic copies, as applicable. If Advertiser does not indicate specific color preference, Certified reserves the right to specify color of advertisement.
22. **Website Content.** Advertiser shall, at Certified's request, submit electronic copies of brochures to be included on Certified's website(s) in digital format(s) as reasonably requested by Certified from time to time.
23. **Cancellation.** This Agreement may be cancelled by either party with at least thirty (30) days written notice to other party; provided, however, if this Agreement includes an advertisement in a publication, the parties acknowledge that cancellation is not possible within 30 days of the publication date or at any time following publication. Adjustment will be made to the actual earned rate. If paid in advance, any unearned fees will be refunded less any adjustment to the actual earned rate. Additionally, if an invoice for advertising space on the Washington State Ferry System (WSF) or BC Ferries (BCF) is not paid by Advertiser within 30 days, Certified may cancel this Agreement immediately without notice.
24. **Washington State Ferry Program (WSF), BC Ferries Program (BCF) & California Welcome Center Program (CWC).** In the event Certified Folder Display Service, Inc. is unable to provide advertising space in either the (WSF), (BCF), or (CWC) programs as contracted for, this Agreement may be cancelled immediately by either party without penalty.
25. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Advertiser and Certified and nothing in this Agreement may be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right.

APPROVED BY ADVERTISER

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

Name (print): \_\_\_\_\_

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





INTERGOVERNMENTAL AGREEMENT  
FOR DISASTER-EMERGENCY MUTUAL AID  
AND  
DISASTER-EMERGENCY FUNDING ASSISTANCE

This Agreement is made by and among the governmental entities who are signatories hereto, all being governmental entities lying within or in close proximity to Morgan County, Colorado, and each a Party (referred to herein as the “Party” or the “Parties”), agreeing as follows:

**I. Purpose**

Each Party has equipment and personnel trained and equipped to respond to situations involving an emergency. By this Agreement, the Parties intend to authorize and provide the terms for their mutual assistance in emergency and recovery situations, whether natural or man-made, which require resources in addition to those that can be provided by the Party in whose jurisdiction the emergency occurs.

**II. Authority**

The authority for this Agreement is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, *et seq.*, C.R.S., as amended.

**III. Term**

This Agreement shall commence on the date that it is signed by at least two Parties and shall continue until such time as there are no longer at least two Parties to the Agreement. A Party may terminate its participation in this Agreement as set forth in Section VIII, below.

**IV. Request for Assistance and Mutual Aid**

- a. In the event any Party determines a need for aid from any other Party in light of an emergency or disaster recovery, such Party may request aid from any other Party as follows:
  - i. A request for assistance may be for any type of assistance or aid that the Requesting Party (“Requesting Party”) may deem necessary to respond to an emergency or disaster recovery situation within its jurisdiction.
  - ii. Any request for mutual aid or assistance shall include a statement of the nature and complexity of the subject need, the amount and type of equipment and/or personnel requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.

**IX. Reimbursement and Compensation**

- a. Whenever possible, the Parties will follow FEMA reimbursement procedures. However, the Parties retain the right to otherwise negotiate their costs among themselves. If an agreement concerning allocation of costs cannot be reached, each Party shall bear its own costs.
- b. Insurance Coverage for Provider Personnel Or Equipment. Each Jurisdiction shall maintain its own insurance coverage, for both liability and damage, for the responding personnel and/or equipment.

**X. Additional Responsibilities**

- a. Agency Policy and Procedures. Each Party's personnel are responsible for following their agency's administrative policies and procedures. The Parties hereto enter into this Agreement as separate and independent governmental entities and each shall maintain that status through the term of this Agreement. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation benefits for its own personnel.
- b. Compliance with All Applicable Laws. Each Party shall be responsible at all times for compliance with all laws and regulations applicable to each of its actions hereunder. Each Party must, upon request by another involved Party, make available on a reasonable basis such information as may be required to ensure or show compliance with local, state and federal laws.
- c. Nondiscrimination. No person with responsibilities in providing services or the operation of any activities under this Agreement will unlawfully discriminate against persons being assisted or requesting assistance on the basis of race, color, national origin, age, sex, religion, handicap, political affiliation or beliefs, or any other unlawful basis.

**XI. Termination**

Any Party may terminate its participation in this Agreement without cause, and such termination will be effective on the date written notice is sent to the governing board of each Party. Termination will not negate any obligations that result from mutual aid provided or received prior to termination, including pending claims for reimbursement provided under this Agreement.

**XII. Non-Liability**

This Agreement shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement. Each Party retains all of the protections afforded by the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as the same may be amended from time to time.

**XIII. Integration and Amendments**

This Agreement contains the entire understanding of the Parties and the Parties agree that this Agreement may only be amended or altered by written agreement signed by the Parties' authorized representatives.

**XIV. Assignment /Transfer**

No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

**XV. No Third Party Beneficiary**

This Agreement is made for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement is intended to create or grant to any Third Party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as the same may be amended from time to time.

**XVI. Severability**

If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

**XVII. Headings**

The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in this Agreement and shall not be construed to affect in any manner the terms and provisions herein.

**XVIII. Becoming a Party to this Agreement**

Each Party agrees to allow any other governmental jurisdictions, as defined under Colorado law, to join in this Agreement after formal approval by the prospective Party's governing body and notification by the Morgan County Office of Emergency Management of such action to each of the other Parties to this Agreement. To the extent that local government entities outside of Morgan County choose to join in this Agreement, notification shall also be provided to office of emergency management in the county where the entity is located.



## XIX. Execution

This Agreement shall be executed by each Party on a separate signature page. This Agreement and the original signature pages shall be filed with and held by Morgan County Emergency Management or its successor agency, at 231 Ensign Street, Room 104, Fort Morgan, Colorado. Copies of signature pages shall be provided to each Party jurisdiction, and such copies shall have the full force and effect as if they were originals.

As outlined in the foregoing Intergovernmental Agreement, the below designated jurisdiction executes this Agreement on the most recent date indicated below.

1. JURISDICTION: LOGAN COUNTY

By: \_\_\_\_\_  
Print Name Signature

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

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

ATTEST AS TO SIGNATURES:

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

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

Date:        /        /

2. JURISDICTION: MORGAN COUNTY

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

Print Name Signature

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

Date:        /        /

ATTEST AS TO SIGNATURES:

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

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

Date:           /           /

# 2020 LOGAN COUNTY ANNUAL OPERATING PLAN

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## **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*

Joe McBride

Chair, Board of County Commissioners

### COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

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

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

Andrew Triolo

Battalion Chief

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Catherine Cook

BLM, Rocky Mountain District Manager



## **RESOLUTION**

**NO. 2020-3**

**A Resolution 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.**

**WHEREAS**, C.R.S. § 24-13-105 requires the board of county commissioners to annually examine and inquire into the sufficiency of the official bond of the county elected officers and all other official bonds given by any county officer; and

**WHEREAS**, the requirement of the County Commissioner's bond is set forth under the provisions of C.R.S. § 30-10-311, 312 and 313. Pursuant to C.R.S. § 30-10-311(2), in lieu of the bond required in § 30-10-311(1), a county may purchase crime insurance coverage in an amount not less than ten thousand dollars (\$10,000) on behalf of the county commissioners to protect the people of the county from any malfeasance on the part of any commissioner while in office; and

**WHEREAS**, the requirement of the Clerk and Recorder bond is set forth under the provisions of C.R.S. § 30-10-401. Pursuant to C.R.S. § 30-10-401(2), in lieu of the bond required by § 30-10-401(1), a county may purchase crime insurance coverage in an amount not less than ten thousand dollars (\$10,000) on behalf of the Clerk and Recorder to protect the people of the county from any malfeasance on the part of the Clerk and Recorder while in office; and

**WHEREAS**, every County Clerk and Recorder shall, as Registrar of Titles, follow the bond requirements set forth in C.R.S. § 38-36-110. Pursuant to C.R.S. § 30-10-110(2), in lieu of the bond required in § 38-36-110, a county may purchase crime insurance coverage on behalf of the Clerk and Recorder, acting as Registrar of Titles, to protect the people of the county from any malfeasance on the part of the Clerk and Recorder while in office; and

**WHEREAS**, the bonding requirement of the Examiner of Titles is set forth in C.R.S. § 38-36-113, which provides that the Examiner shall give a bond in such amount and with such sureties as shall be approved by a judge of the district court. A copy of the bond shall be entered upon the records of said court and the original shall be filed with the registrar; and

**WHEREAS**, the requirement of the County Sheriff bond is set forth under the provisions of C.R.S. §§ 30-10-501 and 502. Pursuant to C.R.S. § 30-10-501(2), in lieu of the bond required by § 30-10-501(1), a county may purchase crime insurance coverage in an amount not less than ten thousand dollars (\$10,000) on behalf of the Sheriff to protect the people of the county from any malfeasance on the part of the Sheriff while in office; and

**WHEREAS**, the requirement of the County Coroner bond is set forth under the provisions of C.R.S. § 30-10-601. Pursuant to C.R.S. § 30-10-601(1.5), in lieu of the bond required by § 30-10-601(1)(b) of this section, a county may purchase crime insurance coverage in an amount not less than twenty-five thousand dollars (\$25,000) on behalf of the coroner to protect the people of the county from any malfeasance on the part of the coroner and any deputy coroner while in office; and

**WHEREAS**, the requirement of the County Treasurer bond is set forth under the provisions of C.R.S. § 30-10-701. Pursuant to C.R.S. § 30-10-701(2), in lieu of the bond required by § 30-10-701(1), a county may purchase crime insurance coverage in an amount determined by the Board of County Commissioners (heretofore ten thousand dollars) on behalf of the Treasurer to protect the people of the county from any malfeasance on the part of the Treasurer while in office; and

**WHEREAS**, the requirement of the Public Trustee bond is set forth under the provisions of C.R.S. § 38-37-102(2). Pursuant to C.R.S. § 38-37-102(4), in lieu of the bond in the amount of ten thousand dollars (\$10,000) required by § 38-37-102(2), a county may purchase crime insurance coverage on behalf of the Public Trustee to protect the people of the county from any malfeasance on the part of the Public Trustee and his or her employees; and

**WHEREAS**, the requirement of the County Assessor bond is set forth under the provisions of C.R.S. § 30-10-801. Pursuant to C.R.S. § 30-10-801(2), in lieu of the bond required by § 30-10-801(1), a county may purchase crime insurance coverage in an amount not less than ten thousand dollars (\$10,000) on behalf of the Assessor to protect the people of the county from any malfeasance on the part of the Assessor while in office; and

**WHEREAS**, the Board of County Commissioners has determined that crime insurance coverage in the amounts required by law is provided in the insuring agreement renewed annually between Logan County and the Colorado Counties Casualty & Property Pool (CAPP).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that having authorized and purchased crime insurance coverage as allowed by the foregoing statutes and described hereinabove, for the elected and other appropriate officials of Logan County, and having reviewed same on this date as required by C.R.S. § 24-13-105, the Board of County Commissioners is satisfied that said insurance coverage meets the sufficiency of the official bond requirements for the offices of County Commissioner, Clerk and Recorder, Registrar of Titles, Examiner of Titles, Sheriff, Coroner, Treasurer, Public Trustee and County Assessor, and does find and determine that each of the insurance coverages in lieu of Bonds of these County officials does meet the requirements of the specific statute related to each bonding requirement for the respective official and that the insurance coverage is severally and legally sufficient. The Clerk and Recorder of Logan County shall record this Resolution in the records of the County Clerk and Recorder and shall make entry to the records of the Board of County Commissioners noting the Board's authorization and approval to purchase insurance coverage in lieu of Bonds for the respective County Officials, all as set forth under the provisions of C.R.S. § 24-13-117.

ADOPTED this 21<sup>st</sup> day of January, 2020.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

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

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

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

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 21<sup>st</sup> day of January, 2020.

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

## RESOLUTION

NO. 2020-4

**WHEREAS**, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

**WHEREAS**, Logan County is committed to ensuring every resident is counted; and

**WHEREAS**, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and

**WHEREAS**, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

**WHEREAS**, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

**WHEREAS**, the information collected by the census is confidential and protected by law; and

**WHEREAS**, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens.

**NOW, THEREFORE, BE IT RESOLVED**, that Logan County is committed to partnering with the U.S. Census Bureau and the State of Colorado and will:

- Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information.
- Encourage all Logan County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
- Provide Census advocates to speak to Logan County and Community Organizations.
- Support census takers as they help our county complete an accurate count.
- Strive to achieve a complete and accurate count of all persons within our borders.

ADOPTED at Sterling, Colorado this 21<sup>st</sup> day of January, 2020.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

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

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

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

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 21<sup>st</sup> day of January, 2020.

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



## **RESOLUTION**

**No. 2020 – 5**

### **A RESOLUTION URGING OPPOSITION TO THE PURPOSEFUL INTRODUCTION AND ARTIFICIAL ACCELERATION OF THE GRAY WOLF POPULATION IN COLORADO**

**WHEREAS**, Logan County is a legal and political subdivision of the State of Colorado for which the Board of County Commissioners is authorized to act; and

**WHEREAS**, the Board is empowered by statute with authorities to address certain threats to the life, health, and safety of the citizens of Logan County; and

**WHEREAS**, the Secretary of State of Colorado approved a petition to place Initiative #107 “Restoration of Grey Wolves” on the 2020 general election ballot and sufficient signatures were obtained to have this Initiative appear on the ballot this November; and

**WHEREAS**, the Department of the Interior, in March 2019, recommended removing the Grey Wolf (*canis lupus*) from the federal endangered species list; and

**WHEREAS**, the Colorado Department of Parks and Wildlife has publicly opposed the introduction of the Gray Wolf in Colorado repeatedly over the past 37 years (in 1982, 1989, and 2016); and

**WHEREAS**, the Colorado Legislative Council has estimated the cost just to plan for the effort in 2021 and 2022 at over \$800,000 and further that beginning in Fiscal Year 2023-24, implementation costs will increase as the reintroduction of gray wolves commences; and

**WHEREAS**, there are already identified viable wolf populations within Colorado that have migrated into the state after reintroduction efforts previously taken in Wyoming and New Mexico; and

**WHEREAS**, in states where wolves have been re-introduced, incidents of attacks on game animals, livestock and pets are regularly recorded while attacks on humans in other areas of North America, while less common, are known to have occurred and resulting in death and serious injury to humans; and

**WHEREAS**, in states where wolves have been re-introduced, cases of previously unrecorded instances of disease have been found to be prevalent in the wolf population and these diseases have been passed to game animals, and can be transmitted to domesticated livestock, pets, and humans; and

**WHEREAS**, organizations such as the Colorado Farm Bureau, Colorado Cattleman’s Association, Rocky Mountain Farmers Union and others actively engaged in environmental and wild game conservation and agricultural production oppose introduction of the Gray Wolves; and

**WHEREAS**, livestock production is a primary agricultural industry critical to the economy of the state of Colorado and Logan County, and the livelihood of its citizens.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado as follows:

1. The Board opposes any measures to accelerate the increase in the Gray Wolf population already present in the State of Colorado.
2. The Board urges citizens to research this issue, and vote against the measure that appears on the November 2020 ballot.
3. The Board supports the historic stand taken by the Colorado Parks and Wildlife Division against the introduction of the Gray Wolf, most recently articulated in its Resolution 16-1.
4. The Board supports the actions initiated to remove the Gray Wolf from the Endangered Species List and return management of any currant wolf populations to state wildlife conservation agencies and public health officials.

Adopted and Signed this 21st day of January, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

---

Joseph A. McBride, Chairman

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Byron H. Pelton, Commissioner

---

Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 21<sup>st</sup> day of January, 2020.

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County Clerk and Recorder



stopthewolf.org

Jan. 6<sup>th</sup> 2020

Ref: "No Wolf Introduction Resolution"

Dear Commissioners:

The Rocky Mtn. Wolf Action Fund and the Ted Turner Endangered Species Fund have been gathering signatures to put Initiative #107 on the Ballot for the 2020 Election. They have now turned in 211,000 signatures to the Secretary of State. I have enclosed a copy of that Initiative. Colorado Stop The Wolf Coalition (CSTWC) is a statewide coalition of Businesses, Ranchers, Farmers, Sportsmen and Sportswomen, Conservation Organizations and concerned Citizens that are opposed the this irresponsible measure that would be harmful to the Western Slope of Colorado. CSTWC is asking each county commission in Colorado to also oppose any forced introduction by passing a "No Wolf Introduction Resolution". I have also enclosed copies of Douglas and Elbert Counties' "No Wolf Introduction Resolution". It is very critical that all the counties join together in opposing this harmful measure. Should this measure pass, there will be continual economic loss to the Western Slope Counties, as seen in the states of Montana, Idaho, and Wyoming, Wolves are having a devastating impact on Elk, Deer, and specially, Moose populations. Livestock producers in those states are seeing increasing predation on their cattle and sheep. This will cause loss in hunter revenues to our state and local communities. It will impact the livelihoods of many of our ranchers and farmers. Also, wolves are a vector in spreading the dreaded Hydatid Disease, which is fatal to Wildlife, Livestock, Pets, and even Humans. Hydatid Disease is a real threat to the health and safety of our citizens. Please go to our web site: [stopthewolf.org](http://stopthewolf.org) to see full details concerning the harmful impacts of forced wolf introduction. Colorado's Parks and Wildlife Commissions have passed three resolutions that oppose any introduction of the Northern Gray Wolf and the Mexican Wolf into Colorado. We are asking that your county join with the other 23 counties by passing a "No Wolf Introduction Resolution". Please feel free to contact me.

Respectfully,

**Denny C. Behrens**

Denny C. Behrens

Co-Chair

Colorado Stop The Wolf Coalition

[denny@stopthewolf.org](mailto:denny@stopthewolf.org)

(970) 261-2513



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

THIS AGREEMENT made this (County fills in) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Logan, State of Colorado, hereinafter called "County", and Steven J. Frank 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): 39250 C.R. 36, Fleming, N2NW4  
Section 10-08-49; and

WHEREAS, Applicant desires to install and construct a driveway, which will be located (Circle One) along, bore under, or trench across C.R. 36, 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 driveway, described above, in the right of way of C.R. 36, 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 April 1, 2020.
- ☒ 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.

**ROW2020-1 STEVEN J. FRANK**  
**Driveway N2NW4 10-08-49**  
**39250 C.R. 36, Fleming**

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

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

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

☒ Other Provisions: n/a

Owner #1 X Steve Frank Printed name Steven J. Frank  
Signature

Owner #2 \_\_\_\_\_ Printed Name \_\_\_\_\_  
Signature

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

Steve Frank  
Printed name

X Steve Frank  
Signature

Address: 38189 C.R. 36  
Fleming, CO 80728

1/10/20 J# 6678 Rct. 994  
Application Fee Paid \$50.00  
Date 1/10/20

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)

**ROW2020-1 STEVEN J. FRANK**  
**Driveway N2NW4 10-08-49**  
**39250 C.R. 36, Fleming**

Section 3-08-49

C.R. 36

app. 1000 ft.

N. Washington Ave

Town of Fleming

Section 10-08-49

ROW2020-1 STEVEN J. FRANK  
Driveway N2NW4 10-08-49  
39250 C.R. 36, Fleming

Row 2020-1

- Construct driveway access  
on south side of C.R. 36  
approximately 1000 ft.  
east of the intersection of  
N. Washington Ave, Fleming, and  
County Road 36





## MASTER ROAD USE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of January 2020, by and between the County of Logan, State of Colorado, hereinafter referred to as the "County", and Peetz Table Wind Energy, LLC, of 700 Universe Blvd., Juno Beach, FL 33408, hereinafter referred to as "Company".

WHEREAS, the Company wishes to make certain upgrades to existing wind turbines in Logan County to improve the efficiency of those turbines, 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 Peetz Table Wind Energy, 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 determines 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.

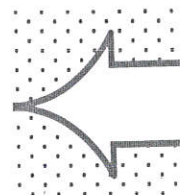
**IN WITNESS WHEREOF,** the parties hereto have executed and delivered this Agreement as of the date and year first above written.

LOGAN COUNTY

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



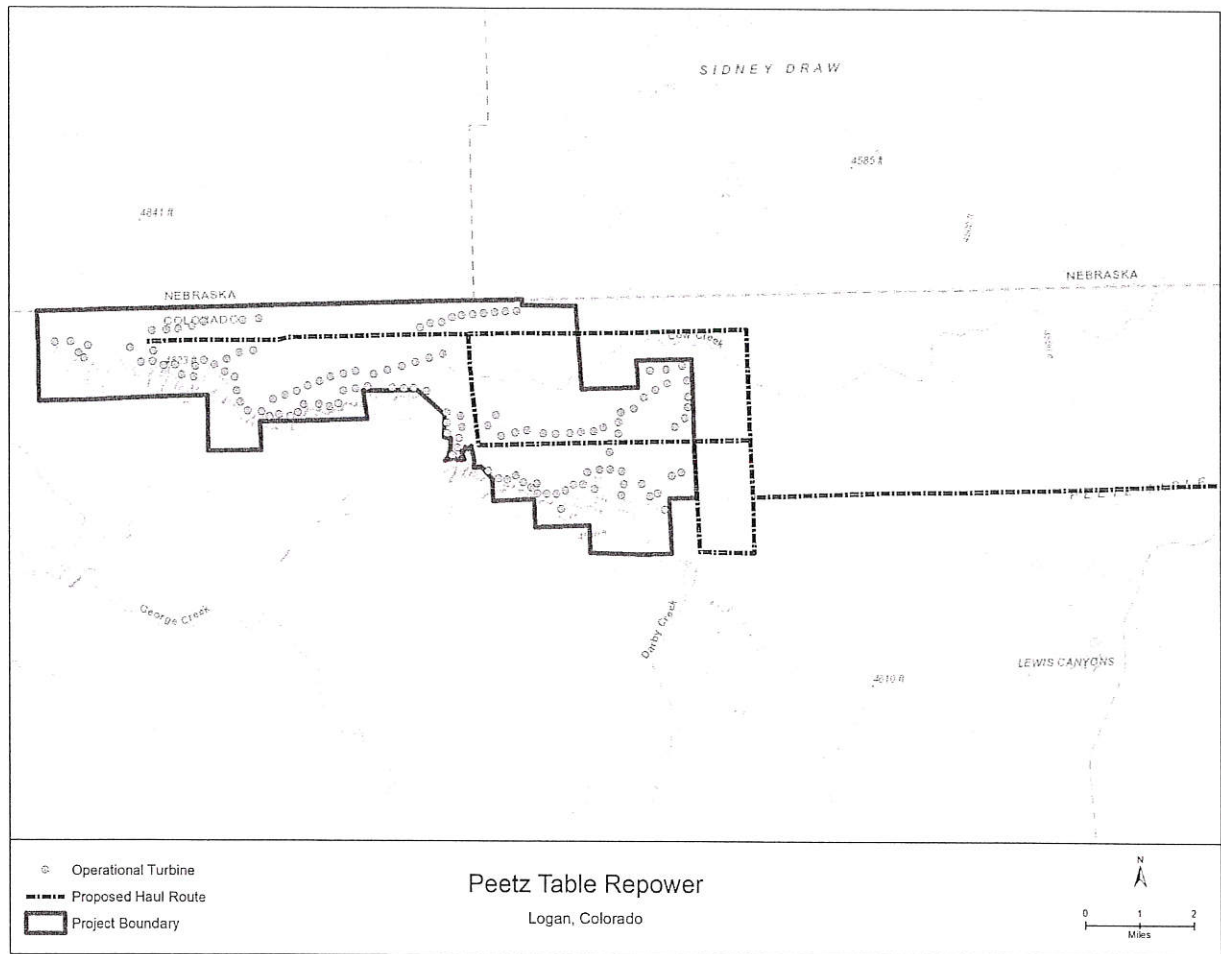
DO NOT  
HERE

PEETZ TABLE WIND ENERGY, LLC

By: 

Title: Michael O'Sullivan  
Vice President

## EXHIBIT A – PEETZ TABLE HAUL ROUTE MAP





## MASTER ROAD USE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of January 2020, by and between the County of Logan, State of Colorado, hereinafter referred to as the "County", and Northern Colorado Wind Energy, LLC, of 700 Universe Blvd., Juno Beach, FL 33408, hereinafter referred to as "Company".

WHEREAS, the Company wishes to make certain upgrades to existing wind turbines in Logan County to improve the efficiency of those turbines, 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 Northern Colorado Wind Energy, 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 determines 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.

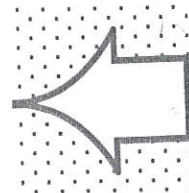
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the County and the Company and their respective successors and permitted assigns.

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



HERE

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

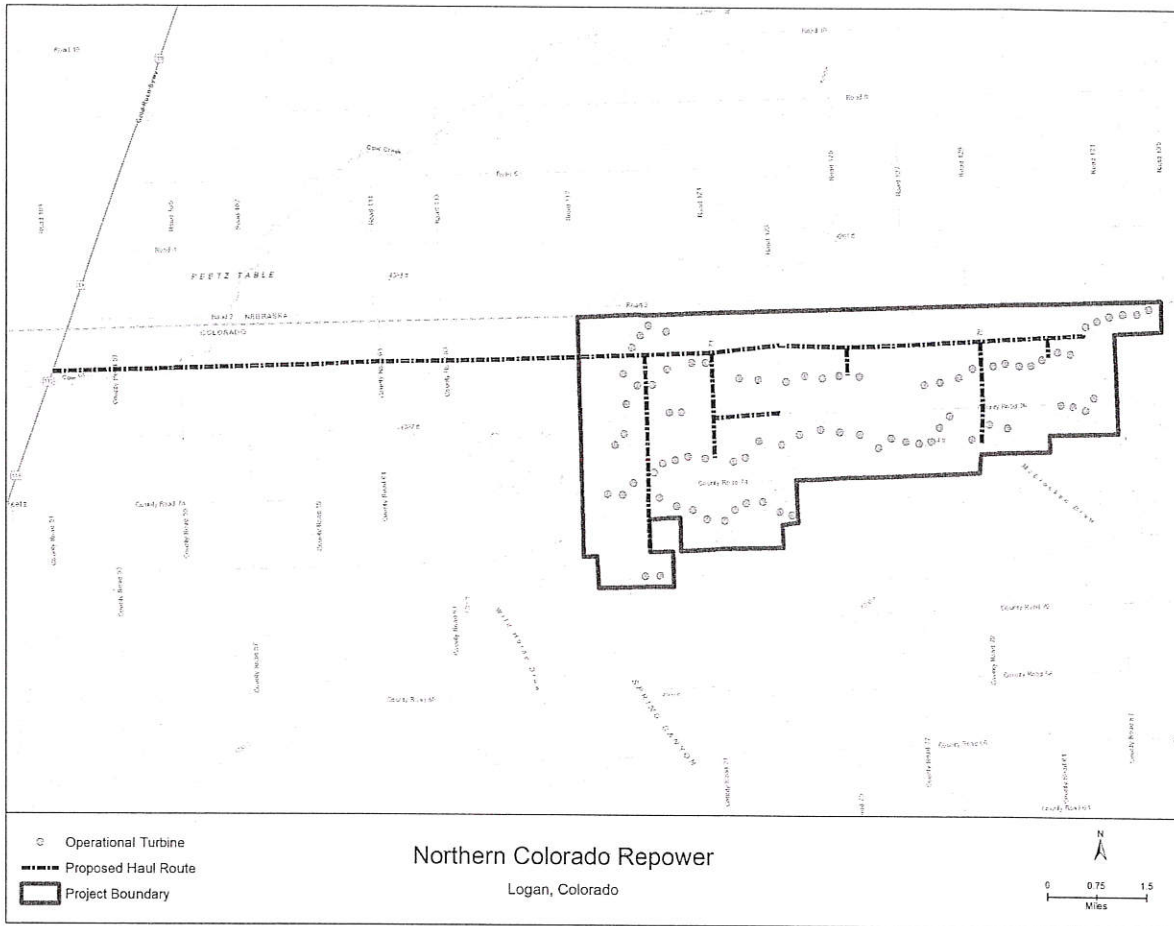
\_\_\_\_\_  
Commissioner

NORTHERN COLORADO WIND ENERGY, LLC

By: Michael O'Sullivan

Title: Michael O'Sullivan  
Vice President

# EXHIBIT A – NORTHERN COLORADO HAUL ROUTE MAP





## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) made and entered into this \_\_\_\_ day of January, 2020, by and between **LOGAN COUNTY, COLORADO** (“County”), **NORTHERN COLORADO WIND ENERGY, LLC**, and **PEETZ TABLE WIND ENERGY CENTER, LLC**, Delaware limited liability companies (“Developer,” and, together with County, “Parties”) for repowering of two existing wind energy projects (“Wind Energy Projects”) 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”). Developer owns and operates two Wind Energy Projects on the Property and plans to make certain upgrades to existing wind turbines to improve the efficiency of those turbines (“Repowering Work”).
- B. County and Developer acknowledge and agree that the development of the Wind Energy Projects has resulted in planning and economic benefits to the County and its residents by (i) requiring the development of the Wind Energy Project to be consistent with existing County Policy in effect at the time of the approval of the original Development Agreement between the Parties, dated October 21, 2008 (“2008 Agreement”), (ii) increasing tax and other revenues to County based upon, among other things, the construction of improvements on the Wind Energy Projects and the use of the Property for renewable energy production purposes while continuing the agricultural purpose on the land, (iii) creating jobs through the development of the Wind Energy Projects on the Property and through the continued maintenance of the facilities and structures on the Property, (iv) constructing connecting transmission lines to service this energy resource, and (v) providing a revenue stream for the underlying Property owners.

County and Developer further acknowledge that the development of the Property has benefitted Developer by providing the ability to improve and expand a renewable energy resource facility within Logan County that will benefit the citizenry within the State of Colorado with these enhanced resources.

- C. County has adopted regulations concerning development within its corporate limits, consisting of Zoning and Subdivision Regulations, Building Codes and Floodplain Regulations which are in effect at the time of execution of this Agreement or as may be amended by the Governing Body from time to time.
- D. Developer has expended and will continue to expend considerable amounts of time and money in planning for future development of the Property, including for the planned Repowering Work.
- E. County has approved Conditional Use Permits (please see Exhibit B) for the Property identified as “AG” Agricultural District.
- F. The approved Conditional Use Permits (CUPs) for the Wind Energy Projects encompass an identified area for the location of all wind towers (please see map attached as Exhibit “C”). The identified area comprises one property for purposes of regulatory “setback”

requirements and the boundary of the identified area is the “property line” for purposes of measuring setback compliance, regardless of the actual arrangement of interior property lines.

- G. The approval of the CUPs for the identified Property by the County was made subject to the approval and recordation of a development agreement mutually agreeable to Developer and County.
- H. The Repowering Work is proposed to be conducted over a maximum time period of eighteen (18) months. The foregoing development schedule is conceptual and subject to change in Developer’s sole and absolute discretion, so long as any change is consistent with the conditions established in the CUPs for the Wind Energy Projects, and this Agreement, as may be amended.
- I. County has conducted public hearings on the CUPs, for the Wind Energy Projects. The County Governing Body has issued its approval of the CUPs, zoning of the Property to “AG” Agricultural District with CUPs for Developer.
- J. Developer and County desire to provide in this Agreement for (i) Developer’s assurances to County that the Repowering Work for the Wind Energy Projects will be conducted in accordance with the provisions of this Agreement, and (ii) County’s assurances to Developer that it will be permitted to develop the Property in accordance with the provisions of this Agreement and the applicable permits, and that such approval shall be for the period of time set forth in this Agreement. Nothing in this Agreement shall restrict the authority of the County to create, modify or amend any policies or regulations, and any new or amended Development Agreement between the parties shall be bound by the policies and regulations in effect at the time of execution of such new or amended agreement.
- K. County and Developer further acknowledge that the development of the Property pursuant to this Agreement will significantly benefit Developer by providing it with the ability to develop the Wind Energy Projects in accordance with the conditions stipulated in the approved CUPs.

**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. **Definitions.** The following terms and phrases shall have the meaning set forth below:
  - (a) **Equivalent Structure Unit (“ESU”):** No residential structures. Industrial buildings-operation and maintenance facility, wind turbine generators (with towers), pad mount transformers, buried and overhead cable, substations, meteorological towers, relating equipment and structures, roads, rights-of-ways,



transmission facilities, and other required facilities and uses as set forth in the approved Conditional Use Permit for this “AG” Agricultural District.

- (b) **Exhibits:** Attachments to this Agreement, fully incorporated and made a part of this Agreement. A complete list of all Exhibits to this Agreement is found immediately after the signature pages.

3. **Development rights.**

- 3.1 **Effect on the Zoning.** Developer and County acknowledge and agree that by zoning the property “AG” Agricultural District with CUP to operate the Wind Energy Projects, including wind turbine generators, pad mount transformers, buried and overhead cable, substations, meteorological towers, related equipment and structures, roads, rights-of-way, and other required facilities, County shall not, during the term of this 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 permitted on the Wind Energy Projects under the approved “AG” Agricultural District Zoning with CUP, 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 a new Development Agreement.

- 3.2 **Equivalent Structure Units ESUs.** Pursuant to the 2008 Agreement, Developer and County shall determine the number of ESUs as approved in the CUP to establish the infrastructure required to serve the property. Nothing in this Agreement or the Repowering Work will change those designations. Developer further agrees that all on/off site requirements established by regulation, code, design criteria or this Agreement shall be met and shall be controlling.
- 3.3 **Zoning Approval.** In accordance with the provisions of the Logan County zoning regulation, Developer and County desire that County’s approval of the CUPs for the Wind Energy Projects and its zoning category continue unabated.



4. **County Fees.**

4.1 **Building Permit Fees.** County will assess building permit fees pursuant to the Logan County Building Permit Fee chart by calculating the valuation amount on the basis of the total value of the Repowering Work (instead of calculating fees for each tower as a separate project or structure). Developer accordingly will pay building permit fees set forth in Exhibit "D". The County shall accept the building permit fees in Exhibit "D" as the total amount of building permit fees payable.

4.2 **Inspection.** The County and Developer will agree on a qualified third-party inspector to be engaged to inspect the facilities covered by this Agreement. Fees for services rendered by such inspector shall be borne by Developer.

5. **Representatives; Default; Cure Period.**

5.1 **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 for County shall be the Chairman of the Board of County Commissioners, and the initial representative for Developer shall be Alsey Davidson pursuant to Paragraph 7.1. 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.

5.2 **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.

6. **Notices and filings.**

6.1 **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: Joseph A. McBride, Chairman  
BOARD OF COUNTY COMMISSIONERS

315 North Main Street, Suite 2  
Sterling, Colorado 80751

Developer: Business Manager  
Northern Colorado Wind Energy, 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.

- 6.2 **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.

7. **General.**

- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **Adoption or Agreement.** This Agreement shall be approved and adopted by the Governing Body of the County of Logan County, Colorado.
- 7.5 **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.
- 7.6 **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 Projects 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 Projects so sold.

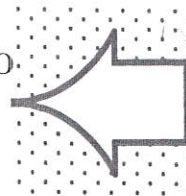
- 7.7 **Term.** Except as otherwise provided herein, the term of this Agreement shall commence on the date of execution by both parties hereto and shall automatically terminate on the fifth (5<sup>th</sup>) annual anniversary of such date; provided, however, that either party hereto shall have the right to extend the term hereof for one additional period of three (3) years upon written notice delivered to the other at least forty-five (45) days prior to the expiration hereof.
- 7.8 **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.
- 7.9 **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.
- 7.10 **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.
- 7.11 **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.
- 7.12 **Governing Law.** This Agreement shall be construed and interpreted under the laws of Colorado.
- 7.13 **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

- 7.14 **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.
- 7.15 **Termination for conflict.** County may terminate this Agreement without penalty or further obligation, within two (2) years after its execution, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of County is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of Developer in any capacity or a consultant Developer with respect to the subject matter of the Agreement.
- 7.16 **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.
- 7.17 **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



\_\_\_\_\_  
Joseph A. McBride, 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.

Joseph A. McBride, CHAIRMAN and Pamela M. Schneider, COUNTY CLERK and RECORDER and Alan Samber, ATTORNEY of the COUNTY OF LOGAN COUNTY, COLORADO acknowledged this instrument before me on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

My Commission Expires:

DEVELOPER:

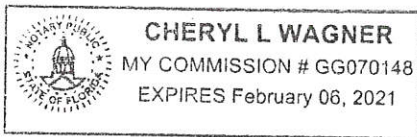
NORTHERN COLORADO WIND ENERGY, LLC,  
a Delaware limited liability company

*Michael O'Sullivan*  
Print Name: Michael O'Sullivan  
Title: Vice President

ACKNOWLEDGEMENT

STATE OF *Florida*  
COUNTY OF *Palm Beach* <sup>St.</sup>

The foregoing document was acknowledged before me this *13* day of *January*, 2020, by *Michael O'Sullivan*, of Northern Colorado Wind Energy, LLC, a Delaware limited liability company. *Vice President*



*Cheryl L. Wagner*  
Notary Public

My Commission Expires:



**DEVELOPER:**

**PEETZ TABLE WIND ENERGY, LLC,**

**a Delaware limited liability company**

*Michael O'Sullivan*

Print Name:

**Michael O'Sullivan**

Title:

**Vice President**

**ACKNOWLEDGEMENT**

STATE OF *Florida* )

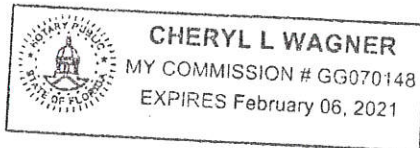
COUNTY OF *Palm Beach* )

ss.

The foregoing document was acknowledged before me this *13* day of *January*  
2020, by **Michael O'Sullivan**, of *Northern Colorado Wind Energy, LLC, a*  
Delaware limited liability **Vice President** *Peetz Table*

*Cheryl L Wagner*  
Notary Public

My Commission Expires:



## EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Conditional Use Permits
Exhibit "C"	Map of Wind Project Area
Exhibit "D"	Building Permit Fees

**EXHIBIT "A"**

LEGAL DESCRIPTION

**Township 12 North Range 50 West:**

All of Sections: 22, 23, 24, 25, 26, 27, 34, 35 and 36

**Township 11 North Range 50 West:**

All of Sections: 1, 2, 3, 10, 11 and 12

**Township 12 North Range 49 West:**

All of Sections: 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36

**Township 11 North Range 49 West:**

West Half (W $\frac{1}{2}$ ) of Section 6 and West Half (W $\frac{1}{2}$ ) of Section 7

**Township 12 North Range 48 West:**

All of Sections: 19, 30 and 31

**Township 11 North Range 53 West:**

All or Part of Sections: 5, 6, 7, and 8 W $\frac{1}{2}$

**Township 12 North Range 53 West:**

All of Sections: 29, 31, and 32

**Township 11 North Range 54 West:**

All of Sections: 1, 2, 3, and 12

**Township 12 North Range 54 West:**

All or Part of Sections: 19S $\frac{1}{2}$ , 20, 21, 22, 23, 26N $\frac{1}{2}$ , 27, 28, 29, 30, 31N $\frac{1}{2}$ , 32N $\frac{1}{2}$ , 33NE $\frac{1}{4}$ , 34, 35, and 36

**Township 12 North Range 55 West:**

All of Sections: 21, 22, 23, 24, 25, 26, 27, 28, and 36

**Section 25 Township 12 N Range 54 W**

**Section 30 Township 12 N Range 53 W**

**N  $\frac{1}{2}$  Section 27 Township 12 N Range 53 W**

**N  $\frac{1}{2}$  Section 26 Township 12 N Range 53 W**

**N  $\frac{1}{2}$  Section 25 Township 12 N Range 53 W**



**N ½ Section 31 Township 12 N Range 51 W**

**NE 1/4 Section 3 Township 11 N Range 51 W**

**NW 1/4 Section 2 Township 11 N Range 51 W**

**Township 12 North Range 54 W:**

All of Sections: 24, 25, 26 S/2

**Township 12 North Range 53 W:**

All of Sections: 19-28, 30, 33-36

**Township 12 North Range 52 W:**

All of Sections: 19, 20, 29-32

**Township 11 North Range 53 W:**

All of Sections: 1-4, 9-16, 21 NE/4, 22-25, 26 N/2 (with exception in NW/4) + N/2 of S/2

**Township 11 North Range 52 W:**

All of Sections: 5-8, 17-20, 29, and 30.

**Township 12 North Range 52 West:**

All of Sections: 21, 22, 23, 24, 25, 26, 27, 28, 30, 33, 34, and 35

**Township 11 North Range 52 West:**

All of Section: 2

**Township 12 North Range 51 West:**

All of Sections: 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, and 36

**Township 11 North Range 51 West:**

All of Sections: 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21

**Township 12 North Range 50 West:**

All of Sections: 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, and 36

**Township 11 North Range 50 West:**

All of Sections: 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, and 12

**Township 12 North Range 49 West:**

All of Sections: 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, and 36

**Township 11 North Range 49 West:**

W ½ of 7, W ½ 6

of the 6<sup>th</sup> Principal Meridian in Logan County, Colorado.

EXHIBIT "B"

CONDITIONAL USE PERMITS

RESOLUTION  
NO. 2006-68

A RESOLUTION GRANTING THE ESTABLISHMENT OF A CONDITIONAL USE PERMIT (CUP) FOR THE CONSTRUCTION OF A STATE OF THE ART; WIND POWERED GENERATING FACILITY TO INCLUDE, 133 WIND TURBINE GENERATORS, METEOROLOGICAL TOWERS, OVERHEAD AND BURIED CABLE, ROADS, RIGHTS-OF-WAY, TRANSMISSION AND OTHER REQUIRED FACILITIES AND USES IN PORTIONS OF TOWNSHIPS 11 & 12 NORTH, RANGES 49, 50, 51 AND 52 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.

WHEREAS, Logan Wind Energy, LLC has applied for the establishment of a Conditional Use Permit (CUP) to construct a state of the art; wind powered generating facility to include: 133 wind turbine generators; meteorological towers; overhead and buried cable; roads; rights-of-way; transmission and other required facilities; including temporary facilities (batch plant, and storage areas) and the term requested for the permanent facilities is for a period of ninety-nine (99) years, equal to the term of the property easements within the identified boundary of the CUP. Said CUP is located in:

Township 12 North Range 52 West:  
All of Sections: 21, 22, 23, 24, 25, 26, 27, 28, 30, 33, 34, and 35  
Township 11 North Range 52 West:  
All of Section: 2  
Township 12 North Range 51 West:  
All of Sections: 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, and 36  
Township 11 North Range 51 West:  
All of Sections: 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21  
Township 12 North Range 50 West:  
All of Sections: 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36  
Township 11 North Range 50 West:  
All of Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12  
Township 12 North Range 49 West:  
All of Sections: 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36  
Township 11 North Range 49 West:  
W ½ of 7, W ½ 6

of the 6<sup>th</sup> Principal Meridian in Logan County, Colorado, and

WHEREAS, the property is currently zoned Agricultural, Agricultural with CUP, and

WHEREAS, the Logan Wind Energy facility in Peetz, Colorado will transmit its wind energy to the power grid, in this case connecting to Public Service Company of Colorado at the point of interconnection at the Pawnee Substation in Brush, Colorado, and

WHEREAS, a meeting of the Board of County Commissioners on the conditional use permit was held on November 21, 2006.

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

I. APPROVAL:

The application of Logan Wind Energy, LLC for a ninety-nine (99) year Conditional Use Permit, equal to the term of the property easements within the identified area of the CUP on the above stated property, is GRANTED, subject to the conditions set forth below.



## II. FINDINGS OF FACT:

The continued use is compatible with existing land uses in the area, which is zoned Agricultural, and Agricultural with CUP Districts.

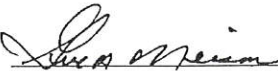
## III. CONDITIONS:

1. That any proposed expansion or amendment of the approved boundary of the CUP or the approved number of 133 - 1.5 megawatt wind turbine generators, that will generate a nominal 200 MW wind energy that will be transmitted along a 230 kV power line that will terminate near Brush, Colorado would require a new CUP Application.
2. The Planning Department will do periodic reviews to assure compliance of the permittee as outlined in Section 5.9 of the Logan County Zoning Resolution.
3. A current copy of Section 5.9 of the Logan County Zoning Resolution be attached to the application for the Conditional Use Permit.

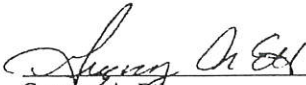
**BE IT THEREFORE RESOLVED**, that a Conditional Use Permit is granted to Logan Wind Energy, LLC to construct a state of the Art; wind powered generating facility to include: 133 wind turbine generators; meteorological towers; overhead and buried cable; roads; rights-of-way; transmission and other required facilities; including temporary facilities (batch plant, and storage areas) and the term requested for the permanent facilities 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 forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 21<sup>st</sup> day of November, 2006.

LOGAN COUNTY BOARD OF COMMISSIONERS  
LOGAN COUNTY, COLORADO

 (Ave)(Nay)  
Gene A. Meisner, Chairman

 (Ave)(Nay)  
Jack H. McLavey

 (Ave)(Nay)  
Gregory A. Fry



I, Roberta J. Perry, 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 21<sup>st</sup> day of November, 2006.

 (Ave)(Nay)  
Denise Wagner (Deputy)



879739 11/21/2006 12:20P B967 P795 RES  
3 of 11 R 0.00 D 0.00 N 0.00 Logan County CO

County Clerk and Recorder



**RESOLUTION  
NO. 2006-69**

**A RESOLUTION GRANTING THE ESTABLISHMENT OF A CONDITIONAL USE PERMIT (CUP) FOR THE CONSTRUCTION OF A STATE OF THE ART; WIND POWERED GENERATING FACILITY TO INCLUDE, 133 WIND TURBINE GENERATORS, METEOROLOGICAL TOWERS, OVERHEAD AND BURIED CABLE, ROADS, RIGHTS-OF-WAY, TRANSMISSION AND OTHER REQUIRED FACILITIES AND USES IN PORTIONS OF TOWNSHIPS 11 & 12 NORTH, RANGES 53, 54 AND 55 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.**

**WHEREAS**, Peetz Table Wind Energy, LLC has applied for the establishment of a Conditional Use Permit (CUP) to construct a state of the art; wind powered generating facility to include: 133 wind turbine generators; meteorological towers; overhead and buried cable; roads; rights-of-way; transmission and other required facilities; including temporary facilities (batch plant, and storage areas) and the term requested for the permanent facilities is for a period of ninety-nine (99) years, equal to the term of the property easements within the identified boundary of the CUP. Said CUP is located in:

**Township 11 North Range 53 West:**

All of or Part of Sections: 5, 6, 7, and 8W½

**Township 12 North Range 53 West:**

All of Sections: 29, 31, and 32

**Townships 11 North Range 54 West:**

All of Sections: 1, 2, 3, and 12

**Township 12 North Range 54 West:**

All of or Part of Sections: 19S½, 20, 21, 22, 23, 26N½, 27, 28, 29, 30, 31N½, 32N½, 33NE¼, 34, 35, and 36

**Township 12 North Range 55 West:**

All of Sections: 21, 22, 23, 24, 25, 26, 27, 28, and 36

of the 6<sup>th</sup> Principal Meridian in Logan County, Colorado, and

**WHEREAS**, the property is currently zoned "AG" Agricultural District, and

**WHEREAS**, the Peetz Table Wind Energy facility in Peetz, Colorado will transmit its wind energy to the power grid, in this case connecting to Public Service Company of Colorado at the point of interconnection at the Pawnee Substation in Brush, Colorado, and

**WHEREAS**, a meeting of the Board of County Commissioners on the conditional use permit was held on November 21, 2006.

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

**I. APPROVAL:**

The application of Peetz Table Wind Energy, LLC for a ninety-nine (99) year Conditional Use Permit, equal to the term of the property easements within the identified area of the CUP on the above stated property, is GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT:**

The continued use is compatible with existing land uses in the area, which is zoned Agricultural District.



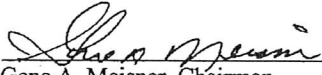
### III. CONDITIONS:

1. That any proposed expansion or amendment of the approved boundary of the CUP or the approved number of 133 - 1.5 megawatt wind turbine generators, that will generate a nominal 200 MW wind energy that will be transmitted along a 230 kV power line that will terminate near Brush, Colorado would require a new CUP Application.
2. The Planning Department will do periodic reviews to assure compliance of the permittee as outlined in Section 5.9 of the Logan County Zoning Resolution.
3. A current copy of Section 5.9 of the Logan County Zoning Resolution be attached to the application for the Conditional Use Permit.

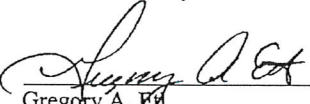
**BE IT THEREFORE RESOLVED**, that a Conditional Use Permit is granted to Peetz Table Wind Energy, LLC to construct a state of the Art; wind powered generating facility to include: 133 wind turbine generators; meteorological towers; overhead and buried cable; roads; rights-of-way; transmission and other required facilities; including temporary facilities (batch plant, and storage areas) and the term requested for the permanent facilities 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 forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 21<sup>st</sup> day of November, 2006.

LOGAN COUNTY BOARD OF COMMISSIONERS  
LOGAN COUNTY, COLORADO

 (Aye)(Nay)  
Gene A. Meisner, Chairman

 (Aye)(Nay)  
Jack H. McLavey

 (Aye)(Nay)  
Gregory A. Ed

I, Roberta J. Perry, 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 21<sup>st</sup> day of November, 2006.



 (Aye)(Nay)  
County Clerk and Recorder

**RESOLUTION  
NO. 2007-7**

**A RESOLUTION GRANTING THE ESTABLISHMENT OF A CONDITIONAL USE PERMIT (CUP) FOR THE CONSTRUCTION OF A STATE OF THE ART; WIND POWERED GENERATING FACILITY TO INCLUDE, OVERHEAD AND BURIED CABLE, ROADS, RIGHTS-OF-WAY, TRANSMISSION AND OTHER REQUIRED FACILITIES AND USES IN PORTIONS OF TOWNSHIPS 11 & 12 NORTH, RANGES 51, 53 AND 54 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.**

**WHEREAS**, Peetz Table Wind Energy, LLC has applied for the establishment of a Conditional Use Permit (CUP) to construct a state of the art; wind powered generating facility to include: Overhead and buried cable; roads; rights-of-way; transmission and other required facilities; and the term requested for the permanent facilities is for a period of ninety-nine (99) years, equal to the term of the property easements within the identified boundary of the CUP. Said CUP is located in:

- Section 25 Township 12 N Range 54 W
- Section 30 Township 12 N Range 53 W
- N ½ Section 27 Township 12 N Range 53 W
- N ½ Section 26 Township 12 N Range 53 W
- N ½ Section 25 Township 12 N Range 53 W
- N ½ Section 31 Township 12 N Range 51 W
- NE ¼ Section 3 Township 11 N Range 51 W
- NW ¼ Section 2 Township 11 N Range 51 W

of the 6<sup>th</sup> Principal Meridian in Logan County, Colorado, and

**WHEREAS**, the property is currently zoned "AG" Agricultural District, and

**WHEREAS**, the Peetz Table Wind Energy facility in Peetz, Colorado will transmit its wind energy to the power grid, in this case connecting to Public Service Company of Colorado at the point of interconnection at the Pawnee Substation in Brush, Colorado, and

**WHEREAS**, the Logan County Planning Commission recommended approval of the application for Conditional Use Permit with a 99 year term concerning the aforementioned parcels of land after public hearing held on February 13, 2007 and the requested action was approved by the Board of County Commissioners on February 20, 2007.

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

**I. APPROVAL:**

The application of Peetz Table Wind Energy, LLC for a Conditional Use Permit (CUP) is GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT:**

The continued use is compatible with existing land uses in the area, which is zoned Agricultural District and Agricultural District with Conditional Use Permit (CUP).

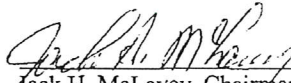
### III. CONDITIONS:

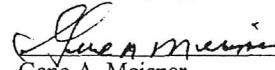
1. That any proposed expansion or amendment of the approved boundary of the CUP would require a new CUP Application.
2. That the term of the CUP will be ninety-nine (99) years, terminating on February 19, 2106.
3. The Planning Department will do periodic reviews to assure compliance of the permittee as outlined in Section 5.9 of the Logan County Zoning Resolution.
4. A current copy of Section 5.9 of the Logan County Zoning Resolution be attached to the application for the Conditional Use Permit.

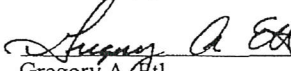
**BE IT THEREFORE RESOLVED**, that a Conditional Use Permit is granted to Peetz Table Wind Energy, LLC to construct a state of the art; wind powered generating facility to include: Overhead and buried cable; roads; rights-of-way; transmission and other required facilities; subject to the conditions set 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 forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 27<sup>th</sup> day of February, 2007.

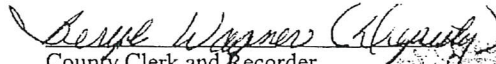
LOGAN COUNTY BOARD OF COMMISSIONERS  
LOGAN COUNTY, COLORADO

  
Jack H. McLavey, Chairman (Aye)(Nay)

  
Gene A. Meisner (Aye)(Nay)

  
Gregory A. Ehl (Aye)(Nay)

I, Pamela M. Schneider, 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 27<sup>th</sup> day of February, 2007.

  
County Clerk and Recorder





**RESOLUTION  
NO. 2007-13**

**A RESOLUTION GRANTING THE ESTABLISHMENT OF A CONDITIONAL USE PERMIT (CUP) FOR THE CONSTRUCTION OF A STATE OF THE ART; WIND POWERED GENERATING FACILITY TO INCLUDE, 134 WIND TURBINE GENERATORS, METEOROLOGICAL TOWERS, OVERHEAD AND BURIED CABLE, ROADS, RIGHTS-OF-WAY, TRANSMISSION AND OTHER REQUIRED FACILITIES AND USES IN PORTIONS OF TOWNSHIPS 11 & 12 NORTH, RANGES 52, 53, AND 54 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.**

WHEREAS, Peetz Table Wind Energy, LLC has applied for the establishment of a Conditional Use Permit (CUP) to construct a state of the art; wind powered generating facility to include: 134 wind turbine generators; meteorological towers; overhead and buried cable; roads; rights-of-way; transmission and other required facilities; including temporary facilities (batch plant, and storage areas) and the term requested for the permanent facilities is for a period of ninety-nine (99) years, equal to the term of the property easements within the identified boundary of the CUP. Said CUP is located in:

Township 12 North Range 54 W:

All of Sections: 24, 25, 26 S/2

Township 12 North Range 53 W:

All of Sections: 19-28, 30, 33-36

Township 12 North Range 52 W:

All of Sections: 19, 20, 29-32

Township 11 North Range 53 W:

All of Sections: 1-4, 9-16, 21 NE/4, 22-25, 26 N/2 (with exception in NW/4) + N/2 of S/2

Township 11 North Range 52 W:

All of Sections: 5- 8, 17-20, 29, and 30.

of the 6<sup>th</sup> Principal Meridian in Logan County, Colorado, and

WHEREAS, the property is currently zoned "AG" Agricultural District, and a portion is zoned "AG" Agricultural District with CUP, and

WHEREAS, the Peetz Table Wind Energy Expansion facility in Peetz, Colorado will transmit its wind energy to the power grid, in this case connecting to Public Service Company of Colorado at the point of interconnection at the Pawnee Substation in Brush, Colorado, and

WHEREAS, a meeting of the Logan County Planning Commission was held on April 17, 2007 with a recommendation for approval with conditions and the Board of County Commissioners meeting on the conditional use permit was held on April 24, 2007.

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

**I. APPROVAL:**

The application of Peetz Table Wind Energy, LLC for a Conditional Use Permit (CUP) is GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT:**

The continued use is compatible with existing land uses in the area, which is zoned "AG" Agricultural District and "AG" Agricultural District with CUP for Wind Powered Generating Facilities and Ancillary Equipment.

### III. CONDITIONS:

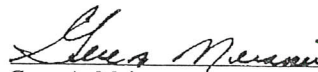
1. That any proposed expansion or amendment of the approved boundary of the CUP would require a new CUP Application.
2. That the term of the CUP will be ninety-nine (99) years, terminating on April 23, 2106.
3. The approval of the CUP for the identified property is made subject to the approval and recordation of a development agreement mutually agreeable to Developer and County.
4. The Planning Department will do periodic reviews to assure compliance of the permittee as outlined in Section 5.9 of the Logan County Zoning Resolution.
5. A current copy of Section 5.9 of the Logan County Zoning Resolution be attached to the application for the Conditional Use Permit.

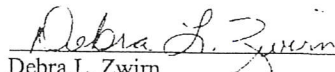
**BE IT THEREFORE RESOLVED**, that a Conditional Use Permit is granted to Peetz Table Wind Energy, LLC to construct a state of the Art; wind powered generating facility to include: 134 wind turbine generators; meteorological towers; overhead and buried cable; roads; rights-of-way; transmission and other required facilities; including temporary facilities (batch plant, and storage areas) and the term requested for the permanent facilities 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 forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 24<sup>th</sup> day of April, 2007.

LOGAN COUNTY BOARD OF COMMISSIONERS  
LOGAN COUNTY, COLORADO


  
Jack H. McLavey, Chairman (Aye)(Nay)

  
Gene A. Meisner (Aye)(Nay)

  
Debra L. Zwirn (Aye)(Nay)

I, Pamela M. Schneider, 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 24<sup>th</sup> day of April, 2007.



  
Pamela M. Schneider  
County Clerk and Recorder

RESOLUTION  
NO. 2008-53

A RESOLUTION GRANTING THE ESTABLISHMENT OF A RENEWAL AND AMENDMENT TO CONDITIONAL USE PERMIT (CUP) NO. 2006-201 FOR THE CONSTRUCTION OF A STATE OF THE ART; WIND POWERED GENERATING FACILITY TO INCLUDE, UP TO 118 WIND TURBINE GENERATORS, METEOROLOGICAL TOWERS, OVERHEAD AND BURIED CABLE, ROADS, RIGHTS-OF-WAY, TRANSMISSION AND OTHER REQUIRED FACILITIES AND USES IN PORTIONS OF TOWNSHIPS 11 & 12 NORTH, RANGES 48, 49, 50 AND 51\*WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.

WHEREAS, Logan Wind Energy, LLC and Northern Colorado Wind Energy, LLC has applied for the renewal and amendment of a Conditional Use Permit (CUP) to construct a state of the art; wind powered generating facility to include: up to 118 wind turbine generators that would generate approximately 175 megawatts; meteorological towers; overhead and buried cable; roads; rights-of-way; transmission and other required facilities; including temporary facilities (batch plant, and storage areas) and the term requested for the permanent facilities is for a period of ninety-nine (99) years, equal to the term of the property easements within the identified boundary of the CUP. Said CUP is located in:

Township 12 North Range 50 West:  
All of Sections: 22, 23, 24, 25, 26, 27, 34, 35 and 36  
Township 11 North Range 50 West:  
All of Sections: 1, 2, 3, 4\*, 5\*, 6\*, 10, 11 and 12  
Township 12 North Range 49 West:  
All of Sections: 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36  
Township 11 North Range 49 West:  
West Half (W $\frac{1}{2}$ ) of Section 6 and West Half (W $\frac{1}{2}$ ) of Section 7  
Township 12 North Range 48 West:  
All of Sections: 19, 30 and 31  
Township 11 North Range 51 West:\*  
All of Sections 1\* and 2\*

\*Corrections due to scrivener's error.

of the 6<sup>th</sup> Principal Meridian in Logan County, Colorado, and

WHEREAS, the property is currently zoned Agricultural, Agricultural with CUP, and

WHEREAS, the Board of County Commissioners (the Board) established a Conditional Use Permit on the identified land for a wind generation facility on 21<sup>st</sup> day of November, 2006 for Logan Wind Energy, LLC, and now under the ownership of Logan Wind Energy, LLC and Northern Colorado Wind Energy, LLC, and

WHEREAS, the Logan Wind Energy & Northern Colorado Wind Energy facility in Peetz, Colorado will transmit its wind energy to the power grid, in this case connecting to Public Service Company of Colorado at the point of interconnection at the Pawnee Substation in Brush, Colorado, and

WHEREAS, a meeting of the Board of County Commissioners on the conditional use permit was held on October 21, 2008.

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

I. APPROVAL:

The application of Logan Wind Energy, LLC and Northern Colorado Wind Energy, LLC for a ninety-nine (99) year Conditional Use Permit, equal to the term of the property easements within the identified area of the CUP on the above stated property, is GRANTED, subject to the conditions set forth below.



II. FINDINGS OF FACT:

The continued use is compatible with existing land uses in the area, which is zoned Agricultural, and Agricultural with CUP Districts.

III. CONDITIONS:


1. The applicant shall submit to Logan County Planning & Zoning an as-built map showing the location of the 1.5MW and 2.3MW generators within the boundaries of the identified area of the CUP.
2. The right-of-way for the Northern Colorado Wind Energy -CUP area transmission line will be applied for, subsequent to a hearing on this Application by the Board of County Commissioners.
3. Building Plans be submitted for administrative approval prior to start of construction.
4. The permit term shall be for ninety-nine (99) years on the identified and approved CUP. If any changes, such as alterations or enlargements, occur to the CUP identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
5. As a condition of approval of the CUP 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 specific details on the development of the wind project as expanded and amended.

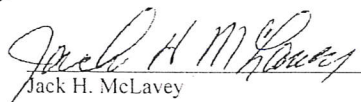
**BE IT THEREFORE RESOLVED**, that a Conditional Use Permit is granted to Logan Wind Energy, LLC and Northern Colorado Wind Energy, LLC to construct a state of the Art; wind powered generating facility to include: 118 wind turbine generators that would generate approximately 175 megawatts; meteorological towers; overhead and buried cable; roads; rights-of-way; transmission and other required facilities; including temporary facilities (batch plant, and storage areas) and the term requested for the permanent facilities 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 forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 21<sup>st</sup> day of October, 2008\*

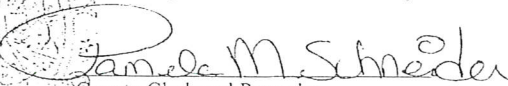
LOGAN COUNTY BOARD OF COMMISSIONERS  
LOGAN COUNTY, COLORADO

 (Aye)(Nay)  
Debra L. Zwirn, Chair

 (Aye)(Nay)  
James Edwards

 (Aye)(Nay)  
Jack H. McLavey

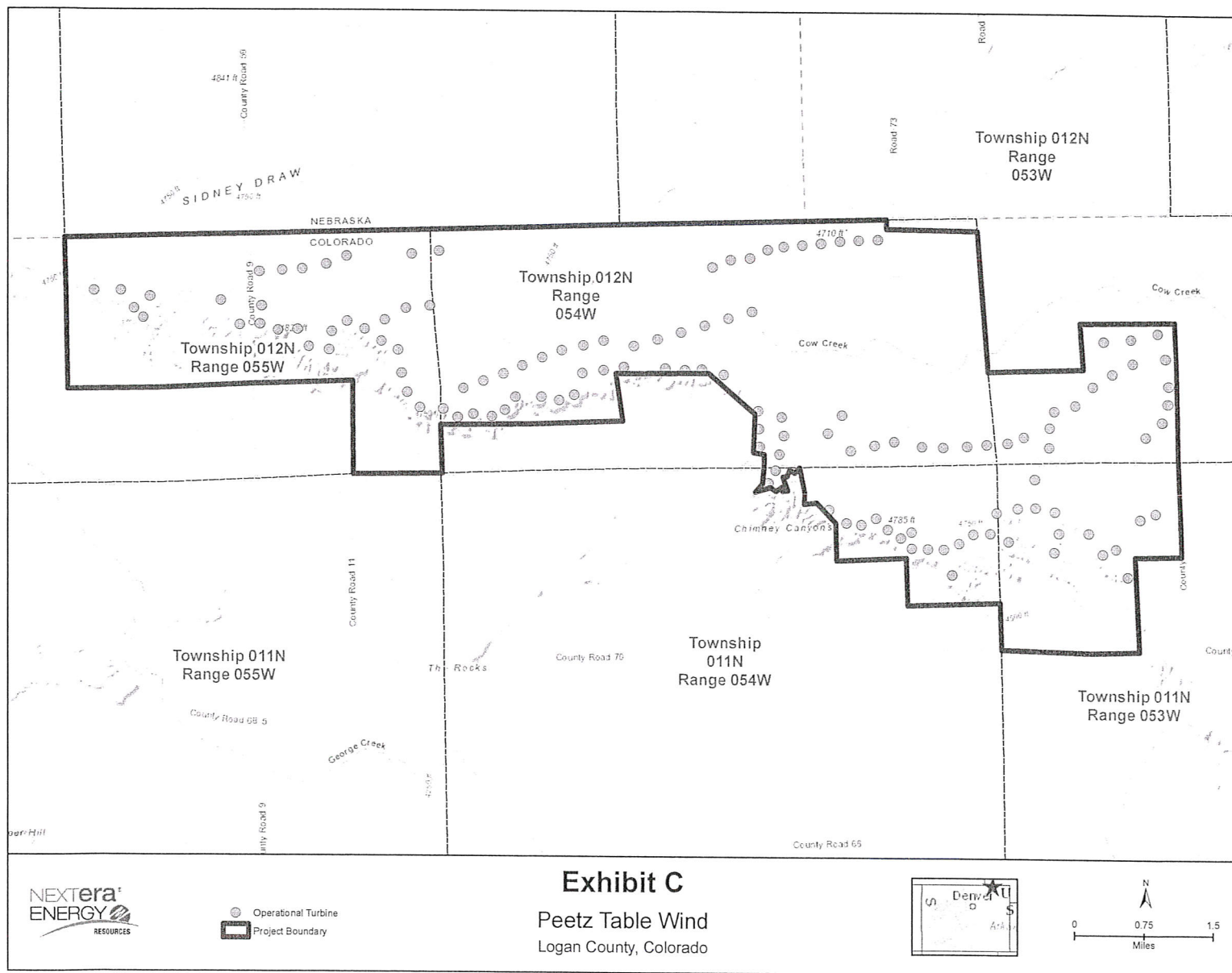
I, Pamela M. Schneider, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 21<sup>st</sup> day of October, 2008.

  
County Clerk and Recorder

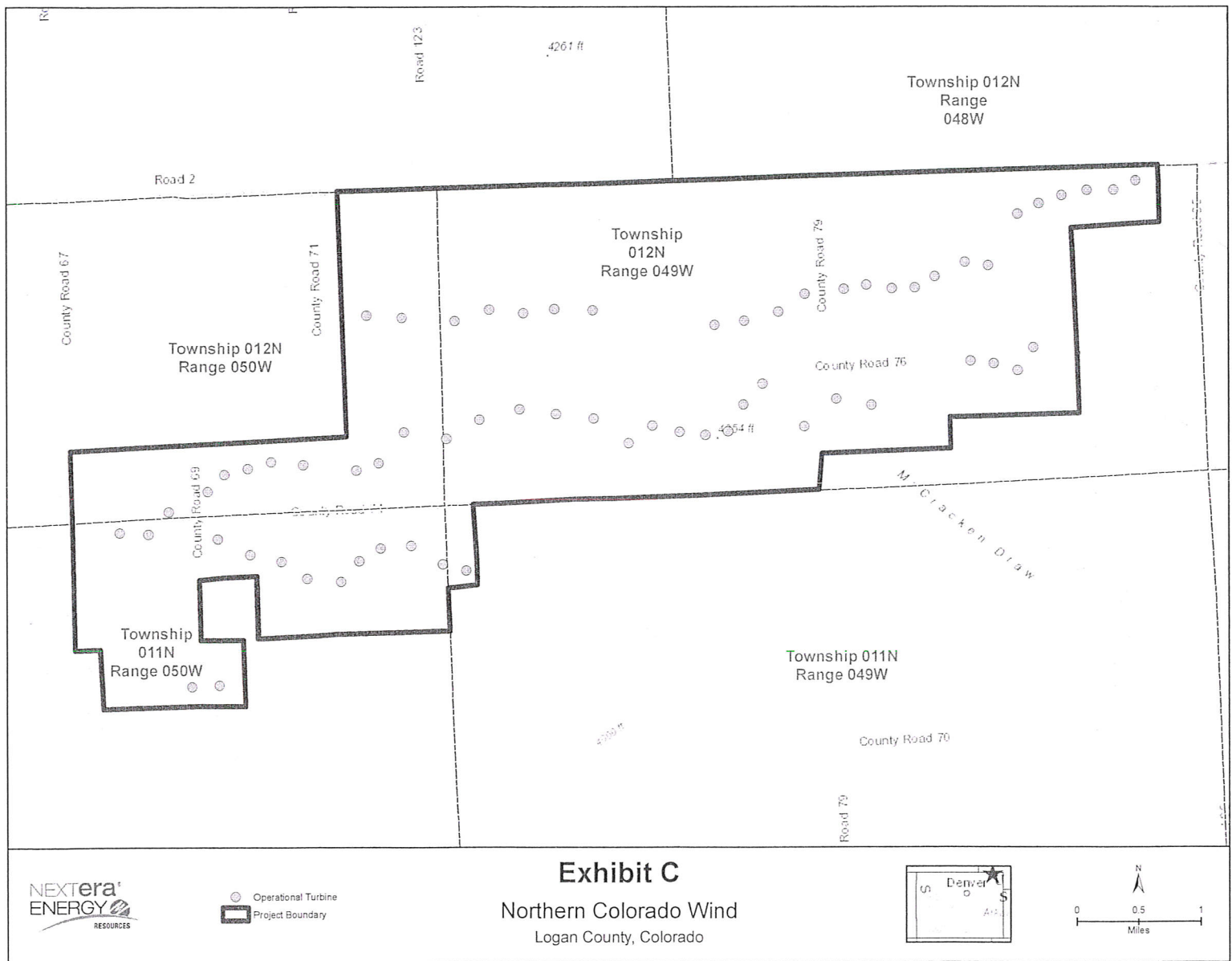
RESOLUTION NO. 2008-53

EXHIBIT "C"

MAP OF WIND PROJECT AREA







**EXHIBIT "D"**

BUILDING PERMIT FEES

EXHIBIT "D"

**NORTHERN COLORADO WIND PROJECT  
LOGAN COUNTY, COLORADO**

Building Permit Fee Calculation:

Construction Cost per Tower:	\$1,422,000	Siemens 2.3MW and GE 1.5MW
Total No. of Towers:	81	
Total Cost of Repower Project:	\$115,182,000	

Building Permit Fees:

First \$1,000,000 Total Project Construction Cost:	\$5,608.75
Each additional \$1,000 Total Project Construction Cost:	\$ 3.15
Total Building Permit Fees for Repower Project:	\$365,282.05
Total Building Permit Fees per Tower:	\$ 4,509.65

**PWEC WIND PROJECT  
LOGAN COUNTY, COLORADO**

Building Permit Fee Calculation:

Construction Cost per Tower:	\$1,422,000	Siemens 2.3MW and GE 1.5MW
Total No. of Towers:	133	
Total Cost of Repower Project:	\$189,126,000	

Building Permit Fees:

First \$1,000,000 Total Project Construction Cost:	\$5,608.75
Each additional \$1,000 Total Project Construction Cost:	\$ 3.15
Total Building Permit Fees for Repower Project:	\$598,205.65
Total Building Permit Fees per Tower:	\$ 4,497.79



## RESOLUTION

NO. 2020-6

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

#### SUBDIVISION EXEMPTION FOR WILLIAM T. PICKETT AND TIM SHINO

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

**WHEREAS**, William T. Pickett and Tim Shino have applied for two exemptions from the Logan County Subdivision Regulations with reference to two proposed parcels to be created which are legally described as follows:

#### PARCEL 1 DESCRIPTION

A parcel of land in the Southwest Quarter (SW1/4) of Section 13, Township 6 North, Range 54 West of the Sixth Principal Meridian, Logan County, Colorado said parcel being more particularly described as follows:

Beginning at the Southwest Corner of Lot 7 of Pickett Subdivision in the S1/2 of Section 13, T6N, R54W of the 6<sup>th</sup> P.M., Logan County, Colorado as recorded in Book 1031 at Page 209 of the Logan County Records, from whence the Southeast Corner of said SW1/4 bears South 32°03'05" East a distance of 1481.33 feet; thence North 88°22'25" East along the South Line of said Lot 7 a distance of 350.27 feet; thence South 1°36'30" East a distance of 312.00 feet; thence South 88°22'25" West a distance of 351.32 feet to a point on the East Line of parcel of land described in Book 993 at Page 353 of the Logan County Records; thence North 1°13'25" West along the East Line of said parcel of land described in Book 993 at Page 353 a distance of 312.01 feet to the Point of Beginning and containing 2.51 acres, more or less, subject to the Right-of-way of the Farmer's Pawnee Canal and together with a 30 foot access and utility easement in the Southwest Quarter (SW1/4) of section 13, Township 6 North, Range 54 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest corner of Lot 7 of Pickett Subdivision in the S1/2 of Section 13, T6N, R54W of the 6<sup>th</sup> P.M., Logan County, Colorado as recorded in Book 1031 at Page 209 of the Logan County Records; thence North 88°22'25" East along the South Line of said Lot 7 a distance of 350.27 feet to the True Point of Beginning; thence South 1°36'30" East a distance of 30.00 feet; thence North 88°22'25" East a distance of 350.28 feet to a point on the West Line of Timber Lane, a 50 foot private road and utility easement as platted in Pickett Subdivision in S1/2 of Section 13, T6N, R54W of the 6<sup>th</sup> P.M., Logan County, Colorado as recorded in Book 1031 at Page 209 of the Logan County Records; thence North 1°36'30" West along the West line of said Timber Lane a distance of 30 feet to a point on the South line of said Lot 7; thence south 88°22'25" west along the South line of said Lot 7 a distance of 350.28 feet to the point of beginning.

#### PARCEL 2 DESCRIPTION

A parcel of land in the Southwest Quarter (SW1/4) of Section 13, Township 6 North, Range 54 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southwest corner of Lot 7 of Pickett Subdivision in the S1/2 of Section 13, T6N, R54W of the 6<sup>th</sup> P.M., Logan County, Colorado as recorded in Book 1031 at Page 209 of the Logan County Records from whence the Southeast Corner of said SW 1/4 bears South 32°03'05" East a distance of 1481.33 feet; thence North 88°22'25" East along the South Line of said Lot 7 a distance of 350.27 feet to the True Point of Beginning; thence South 1°25'00" East a distance 312.00 feet; thence North 88°22'25" East a distance of 351.32 feet; thence North 1°36'30" West a distance of 312.00 feet to a point on the South line of said Lot 7; thence South 88°22'25" West along the South Line of said Lot 7 a distance of 350.28 feet to the Point of Beginning and containing 2.51 acres, more or less, subject to a 30 foot access and utility easement in the Southwest Quarter (SW1/4) of Section 13, Township 6 North, Range 54 West of the Sixth Principal Meridian, Logan

County, Colorado, said easement being more particularly described as follows:

Commencing at the Southwest Corner of Lot 7 of Pickett Subdivision in the S1/2 of Section 13, T6N, R54W of the 6<sup>th</sup> P.M., Logan County, Colorado as recorded in Book 1031 at Page 209 of the Logan County Records; thence North 88°22'25" East along the South Line of said Lot 7 a distance of 350.27 feet to the True Point of Beginning; thence South 1°25'00" East a distance of 30.00 feet; thence North 88°22'25" East a distance of 350.37 feet to a point on the West Line of Timber Lane, a 50 foot private road and utility easement as platted in Pickett Subdivision in the S1/2 of Section 13, T6N, R54W of the 6<sup>th</sup> P.M., Logan County, Colorado as recorded in Book 1031 at Page 209 of the Logan County Records; thence North 1°36'30" West along the West Line of said Timber Lane a distance of 30.00 feet; thence South 88°22'25" West a distance of 350.28 feet to the Point of Beginning.

(As represented on official Subdivision Exemption Plat #2020-6); and

**WHEREAS**, William T. Pickett and Tim Shino, intend to create two parcels, each consisting of 2.51 acres subdivided from a 50.33 acre parcel in a Residential Suburban (RS) zone district, for use as residences; and

**WHEREAS**, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on January 16, 2020; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on January 21, 2020, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

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

1. That the exemptions are consistent with and conform to the Logan County Zoning Resolution and Subdivision Regulations.
2. That the exemptions relate to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.
3. That legal and physical access is provided to the parcels by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcels are reasonable, appropriate and customary for the intended use.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application by William T. Pickett and Tim Shino, for two Subdivision Exemptions for the creation of two 2.51 acre parcels in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2020-6, is hereby approved, provided that no further subdividing of the above described parcels shall occur without the prior approval of the Board of County Commissioners.

**DONE** on Tuesday, this 21st day of January, 2020.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

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

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

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

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 21st day of January, 2020.

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County Clerk and Recorder



FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date Dec. 5, 2019

1. Name of Subdivision Exemption William T. Pickett and Tim Shino

2. Name of Applicant Ted Pickett Phone 970-231-8535

Address 4987 Hwy 63, Atwood, Co 80722  
(Street No. and Name) (Post Office) (State) (Zip Code)

3. Name of Local Agent n/a Phone \_\_\_\_\_

Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)

4. Owner of Record William T. Pickett and Tim Shino Phone 970-231-8535

Address 4987 Hwy 63, Atwood Co 80722  
(Street No. and Name) (Post Office) (State) (Zip Code)

5. Prospective Buyer \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)

6. Land Surveyor Leibert MacAtee Phone 522-1960

Address 615 S. 10th Ave, Sterling, Co 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)

7. Attorney n/a Phone \_\_\_\_\_

Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)

8. Subdivision Exemption Location: on the W side of Hwy 6

700 Feet South of Lincoln Avenue, Merino  
(Direction) (Street)

9. Postal Delivery Area 80722 School District RE-4

10. Total Acreage 50.33 Zone AG Number of Lots 3

11. Tax Map Designation: Section/Township/Range S2 13-6-54 Lot(s) \_\_\_\_\_

12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?

If so, list Case No. and Name No

13. Is Deed recorded in Torrens System: Number \_\_\_\_\_

14. Is Deed recorded in General System: Book 1015 Page 77

15. Current Land Use: AG

16. Proposed Use of Each Parcel : Residential

email: teddypick@hotmail.com

PICKETT AND SHINO 2020  
2 - 2.51 acre Parcel Subdiv. Ex.  
SW4 Section 13-06-54

17. Proposed Water and Sewer Facilities: new septic - Water From Town of Merino
18. Proposed Public Access to each new parcel: Parcel 1 - Easement across Parcel 2 / Parcel 2 - existing easement for Pickett Subdivision
19. Reason for request of this exemption (may use additional pages): Sell Residential parcels

List all contiguous holdings in the same ownership:

Section/Township/Range N2 24-6-54 Lot(s) n/a

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

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

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

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

x William D. Pickett  
(Applicant Signature)

Mailing Address:

4987 Hwy 63  
Atwood, Co 80722

MY COMMISSION EXPIRES:

**PICKETT AND SHINO 2020  
2 - 2.51 acre Parcel Subdiv. Ex.  
SW4 Section 13-06-54**

FOR COUNTY USE: *pd \$100 12/6/19 ✓ #5115 Receipt #978*  
*pd \$13 " ✓ #5116 " "*

Application Fee: One hundred dollars (\$100.00) Thirteen Dollar (\$13.00) one page OR

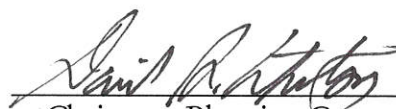
Twenty-three Dollar (\$23.00) two pages – Separate check for Recording fee

Date of Planning Commission: n/a

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

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

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



Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION:

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

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

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

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

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

**PICKETT AND SHINO 2020**  
**2 - 2.51 Parcel Subdiv. Ex.**  
**SW4 Section 13-06-54**



# IMPLEMENTATION AGREEMENT.

voluntaryEDGE™



**Presented by:**

**Maestro Health**

500 West Madison Street, Suite 1250  
Chicago, IL 60661

**voluntaryEDGE Implementation Team**

[aflacimplementation@maestrohealth.com](mailto:aflacimplementation@maestrohealth.com)  
404.408.9338



## Implementation Agreement

To ensure a smooth transition of services and on-going data integrity, Maestro Health has outlined the actions needed to host the Aflac voluntary benefits platform for *Logan County*

*Please review, initial and sign where indicated, acknowledging all parties understand their role in the success of this project.*

Assigned Group Administrator (Designated Group Contact(s), or authorized Aflac Broker/Agent), agrees to perform the following:

DESIGNATED ADMIN CONTACT NAMES: Diana Korbe, Michelle Hoff

- 1 Adhere to the implementation timeline and meet all key milestone dates, or enrollment/go-live dates will be adjusted accordingly.
- 2 Provide full employee census in required layout.
- 3 Provide company logo in .JPG or .PNG format.
- 4 Provide requirements around eligibility and payroll rules.
- 5 Conduct 'User Acceptance Testing' of the site and sign-off indicating approval prior to going live (this can be handled by the Aflac Broker/Agent, if client approval is provided).
- 6 Timely updates (at least weekly) to Maestro Health regarding employee status changes impacting payroll deductions including new hires, terminations, qualified life events and eligibility changes.
  - Upload a census file, new hires, on the Aflac Dashboard.
  - Provide terminations to aflac\_servicesupport@maestrohealth.com, or process terminations using the (me)DASHBOARD™ as outlined in the User Guide provided.
  - Provide qualified life event information and any supporting documentation to aflac\_servicesupport@maestrohealth.com.

### Client agrees to perform the following:

Timely review of monthly invoices from Maestro Health and pay as billed via ACH.

- Review preliminary invoice and make necessary updates before statement finalizes.
- Pay as billed, via ACH. Payments are due on the 10<sup>th</sup> of each month, for the previous month's coverage.

BILLING CONTACT NAME: Michelle Hoff

### Maestro Health agrees to perform the following:

- 1 Assign a Relationship Manager to guide the client through the implementation process and ensure a smooth transition to ongoing service.
- 2 Provide implementation timeline and regular updates.
- 3 Build site on the Maestro Health platform according to employer's requirements.
- 4 Provide quality assurance testing.
- 5 EDI file testing with Aflac partners and others, if applicable.
- 6 Partner with the Aflac team, as needed, to ensure compliance approval is obtained.
- 7 Publish initial and ongoing payroll deduction information to either employer or payroll vendor in standard format via the (me)DASHBOARD.
- 8 Provide training on the (me)DASHBOARD, as needed, for both the employer and/or those appointed by the employer.
- 9 Provide a User Guide for ongoing service.
- 10 Report initial coverage elections to Aflac partners, and others, if applicable.
- 11 Report coverage changes to vendors on a bi-weekly basis.
- 12 Provide standard activity reports to the (me)DASHBOARD on a weekly basis.



maestro health™



Client should read and initial by each line item to indicate acknowledgement of the following information:

JM

Maestro Health has an agreement and is a delivery partner within Aflac Group's modular service delivery. The scope of the agreement provides that Maestro Health offers a system of record to manage enrollment collection, all data management (changes, terminations, adds, demographic, QLE, etc.), billing and premium collection, and the participant call center servicing for certain Aflac coverages offered as part of Aflac's Group Modular Delivery. Note, Aflac still holds the policies and manages the claims payment process.

JM

Authorized Aflac brokers may have access to your site on the Maestro Health platform to either assist, or enroll on behalf of, employees for benefit elections during open enrollment and ongoing for new hires, if applicable.

JM

Employer may appoint licensed Aflac agents/brokers to act on the employer's behalf in submitting and processing approved life event changes to Maestro Health that may impact payroll deductions, and/or processing new hire enrollments.

JM

Authorization for third party enrollers to access employee data during the employer's open enrollment period and elect benefits on the employee's behalf.

JM

Authorization for Maestro Health to work within guidelines to default certain data values on the group census file when the applicable data values are either missing or not available. Maestro Health will provide a list of these guidelines when requesting the initial census file.

JM

Under HIPAA, Maestro Health is required to have signed business associate agreements or other appropriate authorization in place before transferring your data to or from third parties. Maestro Health's client services, privacy and contracts teams will assist in getting these in place.

JM

Federal and state privacy laws require strong encryption to protect data transmitted over the Internet. Maestro Health provides secure communication tools for clients, brokers and carriers to use, but it is the responsibility of the sender to use strong encryption to send email and file feeds to Maestro Health. Maestro Health cannot be responsible for unprotected information sent without HIPAA compliant encryption. Maestro Health will be happy to work with you during on-boarding to set up trustworthy, compliant communications.

## Signatures

Please review this Client Implementation Agreement. If acceptable, sign below. Receipt of a signed agreement acknowledges voluntaryEDGE Implementation Team to proceed with implementing the Maestro Health solution and the services outlined herein.

Accepted by:

\_\_\_\_\_  
(Client)

\_\_\_\_\_  
(Designated Group Administrator)

\_\_\_\_\_  
(Aflac Broker/Agent)

\_\_\_\_\_  
(Aflac Broker/Agent)

### Maestro Health

500 West Madison Street, Suite 1250  
Chicago, IL 60661

### voluntaryEDGE Implementation Team

aflacimplementation@maestrohealth.com  
404.408.9338

