



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, October 29, 2019 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the October 15, 2019 meeting.

Re-appointment of Greg Larson as the appointee from Logan County to the Board of Directors of the Republican River Water Conservation District.

Unfinished Business

Consideration of the approval of Resolution 2019-39 appointing the Logan County Office of Emergency Management as the Designated Emergency Response Authority (DERA) responsible for establishing the capacity to respond to a Hazardous Materials Incident within the jurisdiction of Logan County.

New Business

Consideration of the approval of an agreement between Logan County and the Colorado Department of Public Safety for the benefit of the Division of Fire Prevention and Control for Cooperative Wildfire Protection in Logan County.

Consideration of the award of the stock contract and associated personnel and services for production of the Logan County PRCA Rodeo for the years 2020 – 2024.

Public hearing on consideration of the approval of Resolution 2019-40 granting the amendment of Special Use Permit #185 issued to TSM Farm, LLC for the operation of a 30,000 head cattle feedlot in Logan County, Colorado.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, November 5, 2019, at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed Monday, November 11, 2019 in observation of Veteran's Day. Thank you to all Veterans who have served this great country, the United States of America!

Executive Session as Needed

October 15, 2019

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 - Absent
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
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Dave Conley	Lodging Tax Board
Jeff Rice	Journal Advocate

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the October 1, 2019 meeting.
- Acknowledgment of the receipt of the Treasurer's Report for the month of September, 2019.
- Acknowledgment of the receipt of the Public Trustee's Report for the Third Quarter of 2019.
- Acknowledgement of the receipt of the Landfill Supervisor's Report for the month of September, 2019.
- Acknowledgement of the receipt of the Sheriff's Fee Reports for the months of August and September, 2019.
- Acknowledgement of the receipt of the Clerk and Recorder's report for the month of September, 2019.

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

Commissioner Bauder continued with New Business:

Commissioner Pelton moved to approve the Logan County Lodging Tax Board Project on behalf of the Logan County Chamber of Commerce for a Billboard advertising Sterling and Logan County in the amount of \$4,050.00. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner Pelton moved to approve of an agreement between Logan County and Scott Lewis and the issuance of ROW Permit #2019-14 for use of the County Right of Way along and across CR 32 for a natural gas line. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner Pelton moved to approve a Professional Education Program Partnership Agreement between Logan County and Colorado Christian University's College of Adult and Graduate Studies as a benefit to Logan County employees who wish to participate. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner Pelton moved to post pone definitely until the October 29, 2019 meeting for the consideration of the approval of Resolution 2019-39 designating the Logan County Office of Emergency Management as the Designated

Emergency Response Authority (DERA) responsible for establishing the capacity to respond to a Hazardous Materials Incident within the jurisdiction of Logan County. Commissioner Bauder seconded and the motion carried 2-0.

The next business meeting will be scheduled for Tuesday, October 29, 2019, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:40 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: October 29, 2019

LOGAN COUNTY, COLORADO

(seal)

By: _____
Jane Bauder, Vice Chairwoman

Attest:

Logan County Clerk & Recorder



Republican River Water Conservation District
Water Activity Enterprise
410 Main Street, Ste 8, Wray, Colorado 80758
Phone 970-332-3552 Fax 970-332-3553

October 8, 2019

To: Logan County Commissioners
300 Main Street
Sterling, Colorado 80751

This notice is to remind you that the term of office for the appointee from Logan County to the Board of Directors of the Republican River Water Conservation District (RRWCD) will expire on November 19, 2019. The term of office for the new appointee shall be for three years and will expire on the date of the regular quarterly meeting to be held the third Tuesday in November of 2022. Appointees for this position may serve for one or more terms. Term limits do not apply to this position.

The Board of Directors of the RRWCD appreciates and thanks Mr. Greg Larson for the excellent job that he has done in representing your county in this position since his appointment. He has been a very positive and productive board member in his actions on the Board.

Please fill out the enclosed form to notify the RRWCD of the name of the appointee you have chosen for this upcoming term, and mail it to RRWCD, 410 Main Street - Suite 8, Wray, CO 80758 or email it to suzanna.baker@rrwcd.com.

Respectfully,

A handwritten signature in cursive script that reads "Deb Daniel".

Deb Daniel
General Manager

DD/dw

Enclosure

APPOINTMENT

TO

THE REPUBLICAN RIVER WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

The Board of County Commissioners of Logan County appoints the following person to serve on the Board of Directors of the Republican River Water Conservation District for a three year term that will expire on the date of the regular quarterly meeting to be held the third Tuesday in November of 2022.

Name: Greg Larson
Address: 14977 CR 77
City/St/Zip: Haxtun, CO 80731
Phone: 970-580-3119
FAX: _____
e-mail: glarsfarm@gmail.com

Signature

Date

RESOLUTION

No. 2019-39

DESIGNATED EMERGENCY RESPONSE AUTHORITY

WHEREAS, Section 29-22-102, C.R.S., requires the Board of County Commissioners to designate an emergency response authority ("DERA") to assume responsibility for establishing the capacity to respond to a Hazardous Materials Incident within the jurisdiction of Logan County; and

WHEREAS, Section 29-22-103(3), C.R.S., encourages mutual aid agreements between local governing bodies and other emergency response authorities, private entities, the Colorado State Patrol and the state Department of Public Safety, for the purpose of enhancing the response to a Hazardous Materials Incident (as defined in Section 29-22-101(2), C.R.S.), including procedures for utilizing equipment, personnel and technical assistance; and

WHEREAS, it is recognized that a Hazardous Materials Incident may arise within the jurisdiction of Logan County and that such an Incident may exceed the County's capabilities in terms of personnel, equipment, training and/or expertise, so that mutual aid will be required for the protection of the lives and property of our citizens; and

WHEREAS, it is advisable that Logan County should establish mutual aid arrangements necessary for the effective response to any Hazardous Materials Incident and, in furtherance of that objective, to designate its DERA.

NOW THEREFORE, be it hereby resolved that the Logan County Office of Emergency Management is appointed as the DERA for the unincorporated areas of Logan County and such Office shall negotiate and bring forward for approval such mutual aid agreements as are necessary and appropriate to establish the capacity to effectively respond to any Hazardous Materials Incident within Logan County's jurisdiction.

APPROVED AND ADOPTED on the 29th day of October, 2019.

**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 29th day of October, 2019.

County Clerk and Recorder

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between Logan County, Colorado acting through its Board of County Commissioners and Brett L. Powell, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS or successor system(s), from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS or successor system(s).

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

11. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

12. In accordance with C.R.S. §§ 29-22.5-103(3)(c), in the case of a wildland fire that exceeds the capability of the county to control or extinguish, the division may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff under a unified command structure.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

C. PURPOSE

The purpose of this agreement is to detail process and procedures on how the Parties work together to implement Statute, and prevent, prepare for, respond to, and bill for wildland fire in Colorado.

D. DEFINITIONS

“Agency Administrator The chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

“Agency Representative.” An individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency’s participation at the incident.

“Agreement.” This *Agreement for Cooperative Wildfire Protection*.

“Assumption of Fire Control Duty Agreement.” A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of authority and responsibility for fire management and the retention of responsibilities over a Wildland Fire between the County and the Sheriff to the DFPC. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff. This definition also includes the agreement that addresses the return of duties from DFPC to the Sheriff.

“Colorado Cooperative Wildland Fire Management and Stafford Act Response.” Agreement between the State and Federal Land Management Agencies that defines roles and responsibilities related to wildland fire.

“Colorado Emergency Operations Line.” The Colorado Department of Public Safety’s point of contact for the County and the Sheriff to report Wildland Fires or to request any all-hazard assistance. This number will connect the caller with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Battalion Chief or CDPS personnel

“Colorado Prescribed Fire Planning and Implementation Policy Guide.” The DFPC’s annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via DFPC Battalion Chiefs.

“County.” Logan County, Colorado acting through its Board of County Commissioners.

“County AOP.” The *County Annual Operating Plan* is a planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the County. The County AOP shall be drafted by DFPC in cooperation with the County, but substantially in the form attached as Exhibit A.

“County Responsibility Fire.” A Wildland Fire occurring on non-federal lands in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to contain, control or extinguish.

“DFPC” or “Division.” The Colorado Division of Fire Prevention and Control.

“DFPC Analysis Form.” The analysis form used by the DFPC and the Sheriff to evaluate whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance attached as Exhibit B

“DFPC Battalion Chief.” DFPC regional field representative, or his or her designee. Formerly Regional Fire Management Officer.

“Disaster.” Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

“EFF.” Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

“FEPP Program.” The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

“Fire Department.” Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“Local Incident Management Team.” Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined area to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“ROSS.” The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide, web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Sheriff.” The Sheriff of the county, or his or her designee.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

“Unified Command” or “Unified Command Structure.” Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildfire.” For purposes of this Agreement, Wildfire has the same meaning as Wildland Fire.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, their successor documents, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and other agreements between the Parties, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;

3. Executed EFF Agreement for EFF Counties;

The hierarchy of precedence for other agreements may be identified in the County AOP.

G. AGREEMENT

Section 1. PLANNING

1.1 County AOP. Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a new AOP or formally extend the current agreement by executing a new signature page. The DFPC Battalion Chief shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP process. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s). However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this agreement.

1.2 AOP Extension. If the Parties are unable to meet the requirements of 1.1, one or more 30-day extensions may be granted upon the mutual consent of the DFPC Battalion Chief and the County Sheriff and written notice sent to all the AOP Parties in the prior year's County AOP.

1.3 Intergovernmental Agreement Concerning Local Fires. County is encouraged to develop and execute an agreement between County and local fire protection districts to establish, at a minimum, a process to elevate a fire from local responsibility to a County Responsibility Fire. The Parties acknowledge that such local agreements may impact County's roles and responsibilities and may need to be addressed in other agreements between the Parties, including but not limited to cost share agreements and assumption of fire control duty agreements.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

2.1 County and Sheriff Responsibilities. The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire

suppression efforts and the authority for the ordering, monitoring and tracking the costs of resources subject to compliance with State law. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

2.2 DFPC Responsibilities. The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

2.3 Parties Mutual Responsibilities. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire. Pursuant to C.R.S. § 30-10-513, when the Sheriff determines that a County Responsibility Fire exceeds the County's capability to control or extinguish, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line or by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the fire situation utilizing the DFPC Analysis Form. The Wildland Fire shall be elevated to a State Responsibility Fire when both the DFPC Analysis threshold has been met and the Parties have entered into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether the Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund or successor agreement.

3.2 County and Sheriff Responsibilities. For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident

Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

3.3 DFPC Responsibilities. For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority from the DFPC Director. The ordering, monitoring, and tracking of resources and costs will be performed by the Incident Commander, or whoever is delegated to do so by the Agency Administrator(s). DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

3.4 Parties' Mutual Responsibilities. In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement (County to State):

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those transferred to the DFPC.

Assumption of Fire Control Duty Agreement (State to County):

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of containing, controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties. Both Parties agree that all incident-related activities, including non-suppression activities, shall, at a minimum, be communicated to the incident commander and to other coordinating entities.

No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in

which suppression is the appropriate management response.

3.5 Appeal of Determination of State Responsibility Fire. Review of the DFPC Director's decision on whether or not to elevate a fire to a State Responsibility Fire will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 County and Sheriff Responsibilities. The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Battalion Chief in the coordination of DFPC resources and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 DFPC Responsibilities. The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to prevent, detect, contain, control, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC resources and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Section 5. WILDFIRE PREVENTION

5.1 County Responsibilities. Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the

media as outlined in the County AOP.

5.2 DFPC Responsibilities. The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media and public as outlined in the County AOP. To the extent that DFPC resources and funding are available, DFPC may assist the County in its wildfire prevention efforts, including, but not limited to, fuels reduction and public education activities.

Section 6. WILDFIRE DETECTION AND NOTIFICATION

6.1 Sheriff Responsibilities. The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219 and its notification responsibilities as outlined in the County AOP. The reporting requirements may be satisfied after the fact through the NFIRS or its successor system.

6.2 DFPC Responsibilities. The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

Section 7. INVESTIGATIONS

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands. DFPC may provide technical assistance and qualified investigators to assist the Sheriff as needed.

Section 8. REPORTING

8.1 All Parties Agree. The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via the NFIRS or its successor system.

8.2 Sheriff Responsibilities. The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 DFPC Responsibilities. The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available. DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS or its successor system.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. DFPC may upon request, assist the County with personnel and resources for the purposes of prescribed burning planning, preparation, and/or implementation. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall meet or exceed the current DFPC guidelines and standards. At a minimum, the DFPC Battalion Chief and County Sheriff's Office shall be notified.

Section 10. BILLING AND PAYMENT

10.1 General Provisions. The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law.

10.2 County Responsibility. It is the County's responsibility to pay costs incurred during an incident in accordance with any cost share agreements the County is a Party to. Regardless of whether or not a cost share has been negotiated on a County responsibility fire, County acknowledges that County shall encumber and pay all incident expenses that were authorized by the County, subject to agreements with other entities. County acknowledges that DFPC serves as coordinator for inter-jurisdictional wildfire billing in Colorado.

10.3 DFPC Responsibility. Upon request, DFPC may assist counties in gathering supporting documentation of incident costs. It is DFPC's responsibility to pay costs incurred during an incident in accordance with cost share agreements they are Party to. DFPC shall

encumber and pay all incident expenses that were authorized by DFPC. Any invoice from DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include appropriate supporting documentation. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado, and may charge the county and the sheriff a cost of overhead fee at a rate that adequately offsets the cost of providing the billing services. The rate will not exceed ten percent (10%) of the total amount billed to the County, based on actual costs.

Section 11. GENERAL PROVISIONS

11.1 Term. The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 Amendments or Extensions. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes not properly approved in advance.

11.4 Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC: Division Director
690 Kipling Street, #2000
Lakewood, Colorado 80215

County: Logan County
315 Main Street
Sterling, CO 80751

Sheriff: Brett L. Powell, Logan County Sheriff
110 N. Riverview Road
Sterling, CO 80751

11.5 Entire Understanding. This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or

contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

11.6 Digital Signatures. If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

11.7 Third Party Beneficiaries. Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

11.8 Waiver. A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

11.9 CORA Disclosure. To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

11.10 Colorado Special Provisions. **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).** These Special Provisions apply to all contracts except where noted in italics.

(a) FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(b) GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

(c) INDEPENDENT PARTY.

County shall perform its duties hereunder as an independent Party and not as an employee. Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as

expressly set forth herein. **County and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for County or any of its agents or employees. County shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. County shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

(d) COMPLIANCE WITH LAW.

County shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

(e) CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

(f) PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold County harmless; requires the State to agree to binding arbitration; limits County's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Agreement that limits County's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.

(g) SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. County hereby certifies and warrants that, during the term of this Agreement and any extensions, County has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that County is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

(h) EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. County has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of County's services and County shall not employ any person having such known interests.

(i) VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to County in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by County by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and County, or by any other appropriate method for collecting debts owed to the State.

(j) PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] County certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., County shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to County that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. County **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if County has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If County

participates in the Department program, County shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that County has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If County fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, County shall be liable for damages.

(k) PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

County, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that County **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Logan _____ **COUNTY, COLORADO:**

Board of County Commissioners:

By: _____
Chair

Joseph A. McBride

Print Name & Title of
Authorized Officer

ATTEST:
(SEAL)

County Clerk

County Sheriff:

By: _____
Sheriff

STATE OF COLORADO:
Jared Polis, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: _____
Michael C. Morgan
DFPC Director



Presented to:

Logan County PRCA Rodeo

Sterling, CO

January 30, 2019



January 30, 2019

Logan County PRCA Rodeo
315 Main Street
Sterling, CO 80751

Dear Logan County PRCA Rodeo Committee:

Cervi Championship Rodeo Co. is pleased to submit this proposal and would be honored to again work alongside the Logan County PRCA Rodeo Committee and volunteers to produce an outstanding rodeo and to be a part of the Logan County PRCA Rodeo for years to come.

We appreciate the opportunity to present this information for your consideration. As always, we welcome any and all conversations and pride ourselves in transparency and an open working relationship with our committees. If we may be able to provide further insight about our company or proposal, please do not hesitate to reach out.

Please let us know if you have any questions, concerns, or would like to visit further.

Respectfully,

Binion Cervi

Binion Cervi
Executive Director, Cervi Championship Rodeo Co.
(970) 324-1644
binioncervi@yahoo.com
www.cervirodeo.com
PRCA Card Number: 3161 & 19253

INFORMATION FOR RODEO STOCK CONTRACTOR

**Presented to:
Logan County PRCA Rodeo
315 Main Street
Sterling, CO 80751**

**Presented by:
Cervi Championship Rodeo
30130 County Road 49, Greeley, CO, 80631**

January 30, 2019

I. INTRODUCTION

Why does Cervi Championship Rodeo want to work for the Logan County PRCA Rodeo?

Cervi Championship Rodeo would consider it a great honor to continue to serve the Logan County Fair as your stock contracting firm. We take great pride in being affiliated with this great hometown rodeo and look forward to assisting the board, committee, and volunteers in continuing to grow this historic rodeo into an even more prosperous event. We are grateful to have been a part of your team for many years now and will continue to strive to exceed your expectations for years to come.

Why should the Logan County PRCA Rodeo choose Cervi Championship Rodeo?

We are committed to always bringing the Logan County PRCA Rodeo the very best of award-winning bucking stock, a high level of entertainment value, as well as professionalism and appreciation for your many strong traditions. Should you choose for Cervi Rodeo to serve as your stock contractor again in 2020 through 2022, we would anticipate sitting down together with your committee to learn from you what components of your current production you love, what items you hope to preserve and what/if any components that you would envision differently moving forward.

We take great pride in the fact that we are not only in the rodeo business; we are in the entertainment business. We have watched our fan base grow and change throughout the years and strive to constantly improve the entertainment value of every performance that we produce. Since our father's early beginnings in the rodeo business, he has insisted and instilled in us that rodeo is just as much about entertainment and captivating the crowd as it is about cowboys competing in the sport that they love.

II. CONTRACTOR

a. Primary Contractor Awards Won in The Past 3 Years

- 2015 – Won 2 Go-Rounds at the WNFR
- 2016 – Won 3 Go-Rounds Won at the WNFR
- 2017– Won 2 Go-Rounds at the WNFR
- 2018– Won 1 Go-Round at the WNFR

For the last 50 years, CERVI has had more stock selected for the Wrangler National Finals Rodeo than any other stock contractor in the business. CERVI has been awarded numerous honors, including more than 280 individual awards for its rodeo stock. Past accomplishments include:

- Holds the Record for Most Stock Sent to the WNFR In One Year
- Have Won Ten Rounds at the WNFR in the Last Five Years
- 4 times Bareback Horse of the Year
- 8 times Saddle Bronc Horse of the Year
- 3 times Bucking Bull of the Year
- 2 times Fighting Bull of the Year
- 2 times Stock Contractor of the Year
- Numerous WNFR honors of top stock of the WNFR, including but not limited to: 2010/2011 high marked horse of the WNFR, 2010 bucking bull of the WNFR and several high marked horses within rounds at the WNFR over the last few years

b. CERVI produces 7 of the top 50 rodeos in the PRCA (based on total PRCA combined purse standings).

c. Proof of rodeos currently under contract along with the number of each type of stock provided for each rodeo is provided in **Attachment A**.

III. STOCK

a. Cervi Championship Rodeo (hereinafter referred to as “CERVI”), shall provide all working stock, stock and management personnel required to conduct a PRCA sanctioned rodeo for the Logan County PRCA Rodeo (hereinafter referred to as “LCR”) in 2020 through 2024 in Sterling, Colorado (exact dates TBD; approximately first full week of August).

b. CERVI will ensure all working stock be as fresh as possible for all events specified below. CERVI shall provide a sufficient quantity of livestock to ensure a comfortable margin of livestock for each event as specified by PRCA/WPRA rules.

Attachment B. List of Accredited Cervi Livestock**National Finals Rodeo 2016**

Barebacks	Saddlebrons	Bulls
S48 William Wallace	P16 Hell's Fire Hostage	458 Slim Kitty
R22 Control Freak	T54 2 Cookies	164 Big Time
P49 Gander Goose	R57 Alpha Dog	

National Finals Rodeo 2017

Barebacks	Saddlebrons	Bulls
S48 William Wallace	P16 Hell's Fire Hostage	164 Big Time
R22 Control Freak	T54 2 Cookies	-1 White Smoke
	R57 Alpha Dog	
	T10 On Fire	

National Finals Rodeo 2018

Barebacks	Saddlebrons	Bulls
S48 William Wallace	P16 Hell's Fire Hostage	164 Big Time
R22 Control Freak	T54 2 Cookies	
T82 Ain't No Angel	R57 Alpha Dog	
	U82 Hitman	

Mountain States Circuit Finals 2016

Barebacks	Saddlebrons	Bulls
N16 Fire's Easy	G16 High Life Gal	C38 Happy Hooker
M27 Little Bo Peep	P35 Exploding Springs	J4 Rank Frank
-815 High Roller	T10 On Fire	G13 Vitalix Big Lick
	T12 Fly Me To The Moon	H2 Freckled Fire
	T73 Any Given Sunday	
	T56 Sip It Slow	
	T26 Sucker Punch	

Mountain States Circuit Finals 2017

Barebacks	Saddlebrons	Bulls
O13 Lonestar	P35 Exploding Springs	H12 Hooky
-815 High Roller	U22 Bossy Brad	J8 Back in Black
N16 Fire's Easy	U26 Fancy Frank	J88 Hurricane
U7 Tory's Boyfriend	U38 MomBo	E20 Mad Money
P30 Lil Bucker	U72 Richie's High	K5 Hammer Time

U46 Lunatic Sister*
F37 Blood Bath*

U36 Banger Main
U90 Going Yard
U64 Wicked Woman*
U4 Redial*

G13 Big Lick*

***Denotes Alternates**

Mountain States Circuit Finals 2018

Barebacks

O13 Lonestar
N16 Fire's Easy
P30 Lil Buckler
V24 Lunatic Fletch
U53 Oil Held Hostage
V7 Liberator
V10 Wyatt Earp
V28 Altered State
V37 Soul Train
V65 Check Please

Saddlebrons

U39 Lunatick Street
V19 Hostage Negotiator
V26 Vanquisher
V57 Hell On Wheels
V69 Mood Swings
V70 End Of The Line*

Bulls

H12 Hooky
J21 Sink Hole
K3 Jack Hammer
K10 Chunky Monkey
K9 It's Complicated*
J88 Hurricane*

***Denotes Alternates**

Great Lakes Circuit Finals 2016

Barebacks

M22 Spotted Pup
R47 Longshot
R86 Justified
S21 Migraine Mistress
S9 Guiding Light
R58 Gold Buckle
Q38 Tino's Juarez
Q39 Grease Monkey
Q63 Last Pet
S103 Dust Storm
F42 Hostage
Q68 Up & Away

Saddlebrons

J17 Fire Bomb
Q24 Forked Up
S39 Drug War
N25 Sunday Special
Q59 Roller Coaster

Bulls

7X Smoke Wagon
458 Slim Kitty
164 Big Time
111 Live Action
-1 White Smoke
1825 High Jacker
172 Slider
O1 Upper Deck
650 Download
738 Hot Wired

Great Lakes Circuit Finals 2017**Barebacks**

R40 Backlash

F16 Rose Puff

Q21 Lucky Lady

R49 Sugar Daddy

S37 Southern Comfort

R58 Gold Buckle

Q57 Backfire

R86 Justified

Q38 Tino's Juarez

163 Rockstar*

Saddlebrons

Q24 Forked Up

S39 Drug War

Q59 Roller Coaster

204 Sacred Sacrifice

S11 Night Watch

L23 Hello Dolly

R93 Shot Glass*

Denotes Alternates*Bulls**

243 Big Sexy

40 Midlife Crisis

458 Slim Kitty

7X Smoke Wagon

164Y Muddy Waters

B96 Smoking Armadillo

324 Kryptonite

-1 White Smoke

164 Big Time

3236 Bearded Paradise

Great Lakes Circuit Finals 2018**Barebacks**

U7 Tory's Boyfriend

S8 Monkey Mistress

T15 Grin & Bare It

U34 Blow Torch

Q38 Tino's Juarez

R49 Sugar Daddy

S37 Southern Comfort

R40 Backlash

S44 Dream Machine

R47 Longshot

Q52 Baby Face

Q57 Backfire

R58 Gold Buckle

U72 Richie's High

U73 Collision Course

R86 Justified

S103 Dust Storm

Q63 Last Pet*

Saddlebrons***Denotes Alternates****Bulls**

82A Getting' It

466 Gun Powder

458 Slim Kitty

7X Smoke Wagon

164Y Muddy Waters

B96 Smoking Armadillo

324 Kryptonite

-1 White Smoke

164 Big Time

3 Dark Horse

49 Old Crow

929 Bingo*

All American Finals 2016

Barebacks

G3 Salsa Verde
Q68 Up & Away
S103 Dust Storm
J50 Grakel Roan
R12 Restless Heart
S21 Migraine Mistress
S8 Monkey Mistress
S37 Southern Comfort
Q63 Last Pet
R40 Backlash
R47 Longshot
Q21 Lucky Lady
S31 Titanium
U53 Oil Held Hostage
163 Rockstar
T78 Living the High Life

Saddlebrons

R73 Pyro
S39 Drug War
T31 Tasmanian Devil
204 Sacred Sacrifice
S25 Paybacks
P31 Silence of the Lamb
S84 Buckin Crazy
Q64 Grand Canyon
T54 Two Cookies
L23 Hello Dolly
S56 The Natural
Q10 Bare Naked
O19 Insider
R57 Alpha Dog

Bulls

G13 Big Lick
E20 Mad Money
J8 Back in Black
J3 Hangin Ten
C38 Happy Hooker
H2 Freckled Fire

All American Finals 2017

Barebacks

R40 Backlash
R49 Sugar Daddy
T82 Ain't No Angel
R58 Gold Buckle
S44 Dream Machine
R86 Justified
S37 Southern Comfort
Q38 Tino's Juarez
Q39 Grease Monkey
Q68 Up & Away
163 Rockstar
Q57 Backfire
S8 Monkey Mistress
T15 Grin & Bare It
U34 Blowtorch

Saddlebrons

204 Sacred Sacrifice
G16 High Life Gal
S39 Drug War
S11 Night Watch
S56 The Natural
J17 Firebomb
S84 Buckin Crazy
L23 Hello Dolly
T31 Tasmanian Dolly
U39 Lunatic Street
U82 Hit Man
R83 Face off
Q65 Bath Bubbles
T51 Family Tradition

Bulls

E20 Mad Money
K9 It's Complicated
H12 Hooky
J4 Rank Frank
K5 Hammer Time
K7 Po-Boy
J8 Back in Black

c. CERVI will provide livestock and oversee the following rodeo events: Bareback Riding, Saddle Bronc Riding, Tie Down Roping, Steer Wrestling, Team Roping, Barrel Racing, and Bull Riding.

d. A list of our accredited livestock that have been selected to perform at the 2016 - 2018 Circuit Finals, All American Finals and the Wrangler National Finals Rodeo are included in **Attachment B**. (CERVI has 754 head of bucking horses, 48 saddle horses, and 139 bulls.)

IV. PERSONNEL & SERVICES

a. CERVI shall provide PRCA personnel with top accreditation.

- Arena Director/Chute Boss
- PRCA Pickup Men (2)
- Flankman/Livestock Superintendent
- Bullfighters (2)
- Announcer
- Secretary
- Timers (2)
- Barrelman with Act
- Specialty Act (subject to approval of the Rodeo Committee)
- Sound personnel
- Freight/ Transportation for all Rodeo livestock
- All rodeo livestock equipment needed to perform a PRCA rodeo (barriers, flags, electric eye, etc.)
- Opening/Closing Ceremony (if requested)
- Officials Horses (as needed)
- Proof of spectator liability insurance

b. CERVI also agrees to provide the following for the Justin Boots Mutton Bustin:

- Sheep
- Helmets and vests
- Prizes for all contestants (Bandanas and Buckles for each child)
- Provide the winner of each performance with a pair of Justin boots

c. Logan County PRCA Rodeo Committee shall provide the following:

- PRCA Judges (2)
- Sound System
- Rodeo arena, ambulance service and all arena equipment for maintenance, including tractor
- Rodeo Secretary Office
- Scoreboard and/or video board (& technician)

- PRCA/WPRA Dues, Sanction Fees and Prize Money
- Grass Hay/Grain for All Rodeo Livestock

CERVI also always commits to the following promises:

- CERVI considers animal care and welfare issues in regards to LCR of the utmost importance and will make this matter a number one priority in its handlings.
- CERVI will see that all phases and all parts of the rodeo production are completely handled without any problems to LCR.
- CERVI will coordinate and handle all problems arising out of contestants and contestants' animals.
- CERVI employees will be professional and good representatives of the company and the sport of rodeo.
- CERVI will provide consultation and professional services throughout the calendar year, including attending any/all meetings in preparation for the rodeo.

V. REFERENCES

National Western Stock Show and Rodeo - Produced Since 1967
Paul Andrews, President & CEO
(720) 987-3001
pandrews@nationalwestern.com

San Antonio Livestock Show and Rodeo – Produced Since 1974
Darci Owens, Rodeo Director
(210) 287-9468
darci@sarodeo.com

Houston Livestock Show and Rodeo – Produced Since 1974
Mr. Joel Cowley, President and CEO
(713) 819-4782
cowley@hlsr.com

Rooftop Rodeo – Produced Since 2015
Mr. Mark Purdy, Chairman
(970) 481-9512
chairman@rooftoprodeo.com

Attachment A. Rodeos Currently Under Contract and Stock Provided

Rodeos Under Contract with 2018 Actual Stock Numbers										
Rodeo	Location	# of Perfs	BB	SB	BR	TD	SW	TR	Total Stock	
National Western Stock Show	Denver, CO	29	157	169	141				467	
San Antonio Rodeo	San Antonio, TX	21	186	186	10				382	
RODEO HOUSTON	Houston, TX	20	258	258	258	166	178	166	1,284	
National Finals Rodeo	Las Vegas, NV	10	4	8	4				16	
Heart O' Texas Fair & Rodeo	Waco, TX	7	33	34	14				81	
New Mexico State Fair	Albuquerque, NM	7	42	56	96	122	118	80	514	
Rooftop Rodeo	Estes Park, CO	6	72	84	102	144	130	97	629	
Snake River Stampede	Nampa, ID	6	86	97	110	216	224	184	917	
Central Wyoming Fair & Rodeo	Casper, WY	5	68	71	83	118	121	186	647	
Iowa's Championship Rodeo	Sidney, IA	5	36	55	62	52	66	54	325	
Dayton Championship Rodeo	Dayton, IA	4	26	56	45	80	76	48	331	
Tri State Rodeo	Fort Madison, IA	4	52	68	62	58	55	46	341	
Sikeston Jaycee Bootheel Rodeo	Sikeston, MO	4	39	44	64	88	90	94	419	
Cave Creek Pro Rodeo	Cave Creek, AZ	3	24	36	49	33	33	33	208	
Skyline Stampede	Fort Collins, CO	3	29	46	45				120	
All-Star Rodeo Weekend	Denver, CO	3	33	33	8				74	
Annual Flint Hills Rodeo	Strong City, KS	3	41	34	48	68	58	45	294	
Pioneer Days Rodeo	Clovis, NM	3	21	17	23	38	12	27	138	
Flagstaff Rodeo	Flagstaff, AZ	3	37	32	38	54	30	36	227	
Western Stampede	West Jordan, UT	3	46	55	50	66	81	55	353	
Mountain States Circuit Finals	Loveland, CO	3	5	7	5				17	
Great Lakes Circuit Finals	Louisville, KY	3	9	6	9				24	
Texas Tech College Rodeo	Lubbock, TX	3	38	39	50	108	62	135	432	
JEFFCO High School Rodeo	Golden, CO	2	8	12	42				62	
ADCO High School Rodeo	Keenesburg, CO	2	8	12	38				58	
Evergreen Rodeo	Evergreen, CO	2	23	22	44	26	29	25	169	
Yuma County Fair & Rodeo	Yuma, CO	2	13	27	30	32	35	34	171	
Logan County Fair & Rodeo	Sterling, CO	2	12	9	16	29	32	38	136	
Kimball County Fair & Rodeo	Kimball, NE	2	12	23	14	17	19	22	107	
Mission Viejo Rodeo	San Juan Capistrano, CA	2	36	36	34				106	
Omaha River City Rodeo	Omaha, NE	2	30	30	36	75	75	75	321	
Totals Per Event			174	1,484	1,662	1,630	1,515	1,449	1,405	9,370

Notes:

For rodeos that have not yet occurred for the year of 2018, the 2017 stock numbers were used
 Texas Tech College Rodeo is a new contract - numbers are based off of contractual obligations
 Sikeston Jaycee Bootheel Rodeo is a new contract - numbers are based off of contractual obligations
 Omaha Rodeo did not hold a rodeo in 2017 - numbers are based off of contractual obligations
 Albuquerque is no longer under contract

All American Finals 2018

Barebacks

U53 Oil Held Hostage
U7 Tory's Boyfriend
O13 Lonestar
N16 Fire's Easy
O30 Daisy Duke
S37 Southern Comfort
Q39 Grease Monkey
R47 Longshot
Q63 Last Pet
S103 Dust Storm
U46 Lunatic Sister
U72 Rickie's High
V7 Liberator
V65 Check Please
V96 Hope Floats

Saddlebrones

V16 Street With Fringe
U39 Lunatic Street
Q10 Bare Naked
S11 Night Watch
L23 Hello Dolly
U26 Fancy Frank
P31 Silence of the Lambs
T31 Tasmanian Devil
L46 Flying Fletch
S56 The Natural Vitalix
Q59 Roller Coaster
S60 The Scandal
U83 Fistful of Dollars
U85 Assassin
V57 Hell On Wheels

Bulls

J1 Sink Hole
J8 Back in Black
J88 Hurricane
K3 Jack Hammer
K9 It's Complicated
K10 Chunky Monkey
H12 Hooky

VI. PROPOSED BID

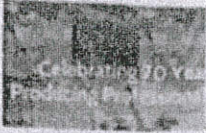
2020 - \$30,596 (3% cost of living increase)

2021 - \$31,514 (3% cost of living increase)

2022 - \$32,459 (3% cost of living increase)

2023 - \$33,109 (2% cost of living increase)

2024 - \$33,771 (2% cost of living increase)



BID PROPOSAL TO LOGAN COUNTY PRCA RODEO

Submitted to: Logan County PRCA Rodeo Committee

Submitted by:

Cody Flitton

Bar T Rodeo

HC 13 Box 3066

Chester, UT 84623

Date Submitted: January 31, 2019

Production of the 2020-2024 Logan County PRCA Rodeo held at Sterling, CO during the first full week of

August each year (date TBD)

Included in these services:

- Personnel

- Two Pick-up Men

- One Flankman

- Chute Boss

- Announcer

- Two Bullfighters

- Secretary

- Two Timers

- Barrelman

- Specialty Act

- Sound man

- Chute help

- All stock for PRCA rodeo events


- All horses and bulls will be chute broke and of excellent condition

- Freight/Transportation of all horses and bulls

- All chute equipment necessary to stage roughstock events

Committee will be responsible for providing PRCA Judges, dues, fees and prize money, as well as providing arena/equipment, sound system, secretary office, scoreboard/videoboard, ambulance service, and hay/grain for rodeo livestock.

All of the above for the proposed bid of \$38,000.00 (3% cost of living increase each year of contract)


Submitted by: Cody Flitton



BID PROPOSAL TO LOGAN COUNTY PRCA RODEO

Submitted to: Logan County PRCA Rodeo Committee

Submitted by:
Kirsten Vold
Vold Rodeo Company
5911 Red Top Road
Avondale, CO 81022

Date Submitted: January 31, 2019

Production of the 2020-2024 Logan County PRCA Rodeo held at Sterling, CO during the first full week of August each year (date TBD)

Included in these services:

- Personnel
 - Two Pick-up Men
 - One Flankman
 - Chute Boss
 - Announcer
 - Two Bullfighters
 - Secretary
 - Two Timers
 - Barrelman
 - Specialty Act
 - Sound man
 - Chute help
- All stock for PRCA rodeo events
 - All horses and bulls will be chute broke and of excellent condition
 - Freight/Transportation of all horses and bulls
- All chute equipment necessary to stage roughstock events

Committee will be responsible for providing PRCA Judges, dues, fees and prize money, as well as providing arena/equipment, sound system, secretary office, scoreboard/videoboard, ambulance service, and hay/grain for rodeo livestock.

All of the above for the proposed bid of \$35,000.00 (3% cost of living increase each year of contract)


Submitted by: Kirsten Vold

BID PROPOSAL TO LOGAN COUNTY PRCA RODEO

Submitted to: Logan County PRCA Rodeo Committee

Submitted by:
Chad Lancaster
Lancaster Jones Pro Rodeo Company
245 State Highway South
Fairfield, TX 75840

Date Submitted: January 31, 2019

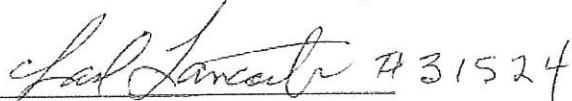
Production of the 2020-2024 Logan County PRCA Rodeo held at Sterling, CO during the first full week of August each year (date TBD)

Included in these services:

- Personnel
 - Two Pick-up Men
 - One Flankman
 - Chute Boss
 - Announcer
 - Two Bullfighters
 - Secretary
 - Two Timers
 - Barrelman
 - Specialty Act
 - Sound man
 - Chute help
- All stock for PRCA rodeo events
 - All horses and bulls will be chute broke and of excellent condition
 - Freight/Transportation of all horses and bulls
- All chute equipment necessary to stage roughstock events

Committee will be responsible for providing PRCA Judges, dues, fees and prize money, as well as providing arena/equipment, sound system, secretary office, scoreboard/videoboard, ambulance service, and hay/grain for rodeo livestock.

All of the above for the proposed bid of \$40,000.00 (3% cost of living increase each year of contract)

 #31524

Submitted by: Chad Lancaster

RESOLUTION

NO. 2019-40

SPECIAL USE PERMIT AMENDMENT

**A RESOLUTION GRANTING THE AMENDMENT OF SPECIAL USE PERMIT #185
ISSUED TO TSM FARM, LLC FOR THE OPERATION OF A 30,000 HEAD CATTLE
FEEDLOT, IN LOGAN COUNTY, COLORADO.**

WHEREAS, TSM Farm, LLC, has applied to amend Special Use Permit #185 seeking expansion from 10,000 head to 30,000 head for continued operation of an existing cattle feedlot operation lying in the Southeast Quarter (SE1/4) of Section 11 and the Southwest Quarter (SW1/4) of Section 12, both in Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, and expanding into the Northeast Quarter (NE1/4) of Section 11 and the Northwest Quarter (NW1/4) of Section 12, both in Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado; and

WHEREAS, the applicant submitted an Engineering Report and Site Plan in support of the application, detailing the proposed feedlot expansion; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended approval of the application for the requested amendment of Special Use Permit #185 at its October 15, 2019 meeting; and

WHEREAS, TSM Farm, LLC is a registered CAFO in good standing with the Colorado Department of Public Health and Environment (CDPHE); and

WHEREAS, on October 29, 2019, a public hearing of the Logan County Board of County Commissioners was held to consider the issuance of the amended Special Use Permit #185 for TSM Farm, LLC, to operate a 30,000 head maximum confined animal feeding operation in an Agricultural Zone District, on the above described property.

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

I. APPROVAL:

The application of TSM Farm, LLC, to amend Special Use Permit #185 with expansion to facilitate a 30,000 head cattle feedlot, with related equipment and structures, as defined by CDPHE regulations, located in the Southeast Quarter (SE1/4) of Section 11 and the Southwest Quarter (SW1/4) of Section 12, both in Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, and expanding into the Northeast Quarter (NE1/4) of Section 11 and the Northwest Quarter (NW1/4) of Section 12, both in Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado as described in the Engineering Report and Site Plan submitted by the Applicant, is hereby approved, subject to the following conditions:

1. The permit term shall be for ninety-nine (99) years on the identified and approved Special Use Permit #185. The use permitted must remain in ongoing compliance with the Logan County Zoning Resolution and all Federal, State and local rules and regulations. If any changes, such as alterations or enlargements occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
2. All reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.

3. The Applicant must obtain CAFO approvals and permits required by the Colorado Department of Public Health and Environment (CDPHE) consistent with the land use authorized herein.

4. The setback for all animal confinement areas in the expansion area shall be at least 300 feet from adjacent property lines and public roads.

II. FINDINGS OF FACT:

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

2. This facility is State CDPHE permitted for a capacity 10,000 head, with additional approval and permitting required for the capacity limit of 30,000 head.

BE IT FURTHER RESOLVED that Special Use Permit #185 is subject to review and application for renewal for continued permitted use on and after July 31, 2078. 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 29th day of October, 2019.

**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 29th day of October, 2019.

County Clerk and Recorder

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

Applicant

Name: THEngineering, LLC (Travis Hertnecky, Erin Kress) Phone: 720-666-2701

Address: PO Box 337748, Greeley, CO 80633

Landowner

Name: TSM Farm, LLC Phone: 970-539-2302

Address: 25490 Weld County Road 58, Greeley, CO 80631

Description of Property

Legal: $\frac{1}{4}$ Section _____ Section 11 and 12 Township 9N Range 52W

Address: 22597 County Road 46, Iliff, CO 80736 Access off CR or Hwy: County Road 46

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

Filing N/A Lot N/A Block N/A Tract N/A Lot Size 1,064.67 acres

Current Zoning: Agriculture Current Land Use: Feedyard

Proposed Amended Special Use:

Feedyard is expanding to 30,000 head.

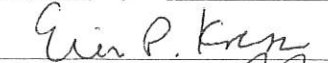
Terms of Amended Special Use:

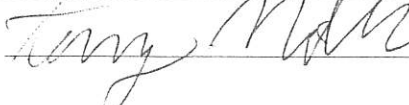
99 years

Building Plans: See attached plans.

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

Dated at Sterling, Colorado, this 24 day of September

Signature of Applicant: 

Signature of Landowner: 

TSM FARM, LLC S2019-6
AMEND SUP185
Expand to 30,000 head
Sections 11 and 12-09-52

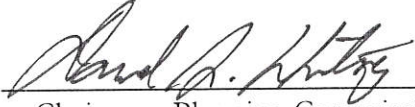
FOR COUNTY USE: *pd 9/24/2019 by credit card Ret. #865*

Application Fee: One hundred dollars (\$100.00)

Date of Planning Commission: October 15, 2019

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of Amended Special Use Permit: _____


Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Amended Special Use Permit: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

**FSM FARM, LLC S2019-6
AMEND SUP185
Expand to 30,000 head
Sections 11 and 12-09-52**