

AGENDA
MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
Assembly Room, Administration Building
231 Ensign Street, Fort Morgan, CO 80701
Tuesday April 8, 2025

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/84846958439> If you cannot connect via Zoom, you may submit written public comment to morgancountybcc@co.morgan.co.us by email by 4 p.m. on Monday April 7, 2025.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/84846958439> listen via phone, please dial: 1-312-626-6799, Meeting ID: 848 4695 8439

To watch and/or listen to the meeting but not participate, you may do so by connecting via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/84846958439> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 848 4695 8439
9:00 A.M.

A. WELCOME – CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

Commissioner Becker
Commissioner Malone
Commissioner Bernhardt

B. CITIZEN'S COMMENT PERIOD

Citizens are invited to speak to the Commissioners on agenda or non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chairman. Please note that no formal action will be taken on these items during this time due to the open meeting law provision; however, they may be placed on future posted agenda if action is required.

C. CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the Board of County Commissioners and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, any Board member may ask that the item be removed from the Consent Agenda and considered separately.

1. Ratify the Board of County Commissioners approval of **BCC meeting minutes** dated March 18, 2025.
2. Ratify Chairman Jon Becker's signature on **March 2025 Morgan County Warrants**, signed April 8, 2025.
3. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 022 Denver Metro Security UTC, Inc.**, Term of Contract March 18, 2025 through March 17, 2026.
4. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 028 Wulf Pak Plumbing, LLC.**, Term of Contract March 1, 2025 through February 28, 2026.

*Morgan County is committed to making its public meetings accessible to persons with disabilities. If you need special accommodations, please call (970)542-3500, extension 1410, at least 2 business days in advance of a meeting to make arrangements.

5. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 029 DLR Group, LLC.**, Term of Contract April 1, 2025 through June 30, 2025.
6. Ratify the Board of County Commissioners approval of **Contract 2025 CNT 030 Kinnon Entertainment, Inc.**, Term of Contract April 1, 2025 through December 31, 2025.
7. Ratify the Board of County Commissioners approval of **Intergovernmental Agreement 2025 IGA 001 Brush Fire Department**, Term of IGA October 10, 2025 until termination.
8. Ratify Chairman Jon Becker's signature on **Stormwater Inspection Form**, dated March 26, 2025.
9. Ratify the Board of County Commissioners approval of **Weldon Valley Farm Lease Renewal 2022 CNT 011 R3 Lorenzini Farms**, Term of Lease January 1, 2025 through December 31, 2025.
10. Ratify the Board of County Commissioners approval of **Request for Waiver of Rental Fees for East Morgan County Hospital Foundation**, signed April 8, 2025.
11. Ratify the Board of County Commissioners approval of **Request for Waiver of Rental Fees for Morgan County Pheasants Forever**, signed April 8, 2025.
12. Ratify the Board of County Commissioners approval of **Request for Waiver of Rental Fees for Morgan Community College Foundation**, signed April 8, 2025.
13. Ratify Chairman Jon Becker's signature on the **Retail Liquor License Renewal Application and Liquor License for the City of Fort Morgan dba Quail Dunes Golf Course**, time period April 21, 2025 through April 21, 2026, signed April 8, 2025.
14. Ratify Chairman Jon Becker's signature on **Morgan County Public Trustee Report**, time period January 2025 through March 2025, signed April 8, 2025

D. UNFINISHED BUSINESS

No unfinished business.

E. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS

1. Consideration of Approval – **Resolution 2025 BCC 16**, A Resolution Approving the First Amendment to the Intergovernmental Agreement by and Between the Counties of Logan, Morgan, Phillips, Sedgwick, Washington and Yuma Regarding the Northeast Colorado Health Department.
2. Consideration of Approval – **Resolution 2025 BCC 17**, A Resolution Approving an Amended Plat to be known as the Siebrands Blue Sky Preserve PD Amended Plat.
3. Consideration of Approval – **Resolution 2025 BCC 18**, A Resolution Approving an Amended Plat to be known as the J&N Lenherz Amended Plat.
4. Consideration of Approval – **PROCLAMATION** – April 2025 as Child Abuse Awareness Month (Susanne Brown - Department of Human Services)
5. Consideration of Approval – **Road Use Agreement**, Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy - Pawnee Station Power Plant. (Bruce Bass – Public Works Director)
6. Consideration of Approval – **Morgan County Treasurer and Public Trustee Quarterly Report**, 1st Quarter 2025 (Robert Sagel, Morgan County Treasurer and Public Trustee)

F. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS

1. Weekly Road and Bridge Report for March 8, 2025 through March 14, 2025.
2. Weekly Road and Bridge Report for March 15, 2025 through March 21, 2025.
3. Weekly Road and Bridge Report for March 22, 2025 through March 28, 2025.
4. Commissioners Calendar for the week of April 4, 2025 through April 15, 2025.

G. ADJOURNMENT

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**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION
2025 BCC 16**

**APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY
AND BETWEEN THE COUNTIES OF LOGAN, MORGAN, PHILLIPS, SEDGWICK,
WASHINGTON AND YUMA REGARDING THE NORTHEAST COLORADO HEALTH
DEPARTMENT**

WHEREAS, Logan County, Morgan County, Phillips County, Sedgwick County, Washington County and Yuma County (collectively, the “Counties”) are each duly organized political subdivisions of the State of Colorado;

WHEREAS, the Counties are authorized by the provisions of Colo. Const. Art. XIV, §18, and C.R.S. 29-1-201, *et seq.*, to enter into contracts with other political subdivisions of the State of Colorado;

WHEREAS, pursuant to C.R.S. § 25-1-506, *et seq.*, each county in the State is required to establish and maintain a county public health agency or participate in a district public health agency;

WHEREAS, since May 9, 2009, the Counties have combined their public health operations and integrate their programs, services, personnel, facilities, apparatus, and property into the Northeast Colorado Health Department so that all of the Counties’ activities related thereto are fully unified in the Northeast Colorado Health Department;

WHEREAS, the Counties previously entered into an intergovernmental agreement concerning the Northeast Colorado Health Department dated May 9, 2009 (the “Intergovernmental Agreement”) to organize the Northeast Colorado Health Department (the “NCHD”) which has the powers, authorities, duties, privileges, immunities, rights and responsibilities of a political subdivision and public corporation of the state, separate from the Counties, and organized and operated with all the authorities of, and to provide the services authorized to a public health agency organized and operated pursuant to Article 1, Title 29, C.R.S. and Section 25-1-506, *et seq.*, C.R.S.;

WHEREAS, the Counties have now determined it to be in the best interest of the NCHD to amend the Intergovernmental Agreement to specify that the provisions of C.R.S. § 29-1-203.5 apply to NCHD;

WHEREAS, the Counties desire to enter into the First Amendment to Intergovernmental Agreement, attached hereto as Exhibit A, (the “First Amendment”); and

WHEREAS, the Board of County Commissioners of Morgan County has determined it is in the best interests of its constituents and service users to enter into the First Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO (THE "BOARD"):

1. Approval of First Amendment. The Board of County Commissioners hereby approves the First Amendment in the form in Exhibit A and authorizes the Chair of the BOCC to execute the First Amendment.
2. Effective Date. This resolution shall be effective upon its adoption.

DATED this _____ day of February, 2025.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**

Jon J. Becker, Chair

Kelvin Bernhardt, Commissioner

Tim Malone, Commissioner

ATTEST:

Kevin Strauch, Clerk to the Board

EXHIBIT A

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT CONCERNING
NORTHEAST COLORADO HEALTH DEPARTMENT

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY
AND BETWEEN THE COUNTIES OF LOGAN, MORGAN, PHILLIPS,
SEDGWICK, WASHINGTON, AND YUMA OF THE STATE OF COLORADO
REGARDING THE NORTHEAST COLORADO HEALTH DEPARTMENT**

**THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE COUNTIES OF LOGAN, MORGAN,
PHILLIPS, SEDGWICK, WASHINGTON, AND YUMA OF THE STATE OF
COLORADO REGARDING NORTHEAST COLORADO HEALTH
DEPARTMENT (“FIRST AMENDMENT”)** is made and entered into this ____ day of _____, 2025, by and among the Counties of Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma of the State of Colorado (collectively the “Counties”).

RECITALS

WHEREAS, the Counties are duly created, organized and existing political subdivisions pursuant to the Colorado Constitution and Colorado law and are authorized to enter into cooperative contracts to provide any function, service or facility authorized by law pursuant to C.R.S. § 29-1-203.

WHEREAS, pursuant to C.R.S. § 25-1-506, *et seq.*, each county in the State is required to establish and maintain a county public health agency or participate in a district public health agency.

WHEREAS, the Counties have combined public health operations since May 9, 2009, to integrate their programs, services, personnel, facilities, apparatus, and property into the Northeast Colorado Health Department (the “NCHD”) and substantially all of the Counties’ public health activities are fully unified in the NCHD.

WHEREAS, on May 9, 2009, to integrate their public health activities and responsibilities the Counties entered into the Intergovernmental Agreement by and between the Counties of Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma of the State of Colorado regarding the NCHD (the “IGA”).

WHEREAS, the IGA created NCHD, which has the powers, authorities, duties, privileges, immunities, rights and responsibilities of a political subdivision and public corporation of the state, separate from the Counties, and organized and operated with all the authorities of, and to provide the services authorized to a public health agency organized and operated pursuant to Article 1, Title 29, C.R.S. and C.R.S. § 25-1-506, *et seq.*

WHEREAS, the Counties have determined it to be in the best interest of the public health, safety and welfare to amend the IGA to specify that C.R.S. § 29-1-203.5 applies to NCHD.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Counties hereby agree as follows:

1. Section 1 of the IGA is amended in full to read as follows:

The Northeast Colorado Health Department is established as a district public health agency pursuant to C.R.S. § 25-1-506, *et seq.* The Northeast Colorado Health Department shall be a separate legal entity and political subdivision and public corporation of the State, pursuant to C.R.S. §§ 29-1-203 and 29-1-203.5. The Northeast Colorado Health Department shall have the powers specified in C.R.S. §§ 29-1-203 and 29-1-203.5(3).

2. Other Provisions Unaffected. Unless amended herein, all terms, conditions, and provisions of the IGA shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the ____ day of _____ 2025.

LOGAN COUNTY, COLORADO

By: _____
Chairperson

Date: _____

Attest:

County Clerk and Recorder

MORGAN COUNTY, COLORADO

By: _____
Chairperson

Date: _____

Attest:

County Clerk and Recorder

PHILLIPS COUN

By: _____
Chairperson

Date: _____

Attest:

County Clerk and Recorder

SEDGWICK COU

By: _____
Chairperson

Date: _____

Attest:

County Clerk and Recorder

WASHINGTON COUNTY, COLORADO

By: _____

Chairperson

Date: _____

Attest:

County Clerk and Recorder

YUMA COUNTY, COLORADO

By: _____
Chairperson

Date: _____

Attest:

County Clerk and Recorder

**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION 2025 BCC 17

**A RESOLUTION APPROVING AN AMENDED PLAT TO BE KNOWN AS THE
SIEBRANDS BLUE SKY PRESERVE PD AMENDED PLAT AND MORE
SPECIFICALLY AN AMENDED PLAT OF LOT 38 AND TRACT A, BLUE SKY
PRESERVE PD LOCATED IN THE NW ¼ OF SECTION 19, TOWNSHIP 4 NORTH,
RANGE 57 WEST OF THE 6TH P.M. MORGAN COUNTY, COLORADO**

WHEREAS, Kelly J. Siebrands, Jyl Siebrands, and Blue Sky Preserve Homeowners Association, Inc. (“Owners”) own Lot 38 and Tract A in the Blue Sky Preserve PD located in the NW¼ of Section 19, Township 4 North, Range 57 West of the 6th P.M., Morgan County, Colorado, otherwise known as 38 Preserve Drive, Fort Morgan, CO 80701;

WHEREAS, Kelly and Jyl Siebrands (“Applicants”) submitted an application on behalf of the owners for an amended plat to reconfigure the north line of Lot 38 (the “Application”);

WHEREAS, on March 4, 2025, the Board of County Commissioners (the “Board”) reviewed and considered the Application; and

WHEREAS, the Board desires to approve the Application.

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

1. The Board, having reviewed the Application and all information provided finds that:
 - a. No additional lots will be created.
 - b. The reconfiguration is keeping with the purpose and intent of the Morgan County Subdivision Regulations.
 - c. The resultant lots will meet the required minimum lot size and lot width of the applicable zoning district.
 - d. The reconfiguration will not create a nonconforming setback for any existing buildings.
 - e. The resulting lot will meet the requirements of the applicable zone district, including those requirements in Table 1 of Appendix B of the Morgan County Zoning Regulations.
 - f. The reconfiguration will not adversely affect access, drainage or utility easement or rights-of-way serving the property or other properties.

g. The reconfiguration is consistent with the goals and policies of the County's Comprehensive Plan.

h. The plat adequately renames or renumbers the reconfigured lot to Lot 38A

2. The Board hereby approves the Siebrands Blue Sky Preserve PD Amended Plat, an amended plat of Lot 38 and Tract A in the Blue Sky Preserve PD located in the NW¼ of Section 19, Township 4 North, Range 57 West of the 6th P.M., Morgan County, Colorado, otherwise known as 38 Preserve Drive, Fort Morgan, CO 80701.

DATED this 8th day of April, 2025.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**

Jon J. Becker, Chair

Kelvin Bernhardt, Commissioner

Tim Malone, Commissioner

ATTEST:
(SEAL)

Kevin Strauch, Clerk to the Board

**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION 2025 BCC 18

**A RESOLUTION APPROVING AN AMENDED PLAT TO BE KNOWN AS THE J & N
LEHNERZ AMENDED PLAT AND MORE SPECIFICALLY AN AMENDED PLAT OF
LOTS 23, 24, AND 25, JACKSON LAKE RECREATIONAL VEHICLE PARK
SUBDIVISION LOCATED IN THE W ½ NW ¼ OF SECTION 27, TOWNSHIP 5
NORTH, RANGE 60 WEST OF THE 6TH P.M. MORGAN COUNTY, COLORADO**

WHEREAS, James Peter Lehnerz and Nancy Lucille Lehnerz Revocable Trust (“Owner”) owns Lots 23, 24, and 25 in the Jackson Lake Recreational Vehicle Park Subdivision, a subdivision located in the W½ NW¼ of Section 27, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado, otherwise known as 24 Arapahoe Circle Weldona, CO 80653;

WHEREAS, James and Nancy Lehnerz (“Applicants”) submitted an application on behalf of the owner for an amended plat to vacate the lot lines between Lots 23, 24, and 25 (the “Application”);

WHEREAS, on March 4, 2025, the Board of County Commissioners (the “Board”) reviewed and considered the Application; and

WHEREAS, the Board desires to approve the Application.

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

1. The Board, having reviewed the Application and all information provided finds that:
 - a. No additional lots will be created.
 - b. The lot line vacation is keeping with the purpose and intent of the Morgan County Subdivision Regulations.
 - c. The vacation will not create a nonconforming setback for any existing buildings.
 - d. The resulting lot will meet the requirements of the applicable zone district, including those requirements in Appendix B of the Morgan County Zoning Regulations.
 - e. The vacation will not adversely affect access, drainage or utility easement or rights-of-way serving the property or other properties.
 - f. The plat adequately renames or renumbers the combined lots to Lot 24A.

g. The lot line vacation is consistent with the goals and policies of the County's Comprehensive Plan.

2. The Board hereby approves the J & N Lehnerz Amended Plat, an amended plat of Lots 23, 24, and 25, in the Jackson Lake Recreational Vehicle Park Subdivision, a subdivision located in the W½ NW¼ of Section 27, Township 5 North, Range 60 West of the 6th P.M., Morgan County, Colorado.

DATED this 8th day of April, 2025.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**

Jon J. Becker, Chair

Kelvin Bernhardt, Commissioner

Tim Malone, Commissioner

ATTEST:
(SEAL)

Kevin Strauch, Clerk to the Board

Weekly Road & Bridge Report for 3/8-3/14, 2025

On Monday

Road Department:

- * Graveling County Road T.5 between County Road 25 and County Road 27
- * Graveling County Road 25 between County Road T and County Road T.5
- * Graveling County Road 26 between County Road S and County Road T

Bridge Department:

- * Culvert replacement on County Road P west of County Road 20

On Tuesday

Road Department:

- * Graveling County Road A between County Road 14 and County Road 22
- * Graveling County Road 23 between County Road W and County Road Y

Bridge Department:

- * Culvert replacement on County Road P west of County Road 20

On Wednesday

Road Department:

- * Graveling County Road A between County Road 14 and County Road 20
- * Graveling County Road 23 between County Road W and County Road U.5

Bridge Department:

- * Cracksealing County Road 22 between County Road T.5 and County Road W
- * Culvert replacement on County Road P west of County Road 20

On Thursday

Road Department:

- * Graveling County Road A between County Road 14 and County Road 20
- * Graveling County Road 23 between County Road T.5 and County Road Y
- * Graveling County Road F between County Road 10 and County Road 11

Bridge Department:

- * Cracksealing County Road 22 between County Road T.5 and County Road W

On Friday

Road Department:

- * Summer Schedule

Bridge Department:

- * Summer Schedule

Weekly Road & Bridge Report for 3/15-3/21, 2025

On Monday

Road Department:

- * Graveling County Road 31 between County Road V and County Road W
- * Graveling County Road 26 between County Road S and County Road T

Bridge Department:

- * Cracksealing County Road S between City Limit and County Road 29

On Tuesday

Road Department:

- * Graveling County Road A between County Road 14 and County Road 19
- * Graveling County Road 23 between County Road T.5 and County Road W

Bridge Department:

- * Cracksealing County Road 29 between Highway 71 and Highway 34

On Wednesday

Road Department:

- * Graveling County Road A between County Road 14 and County Road 19
- * Graveling County Road 23 between County Road U.5 and County Road W

Bridge Department:

- * Clean up Bridge yard
- * Pick up culverts in Greeley for culvert replacements on County Road W

On Thursday

Road Department:

- * Graveling County Road A between County Road 14 and County Road 17
- * Fixing washout on County Road AA between County Road 7 and County Road 8

Bridge Department:

- * Start on culvert replacement on County Road W
- * Organize bolt bins in Shop

On Friday

Road Department:

- * Summer Schedule

Bridge Department:

- * Summer Schedule

Weekly Road & Bridge Report for 3/22-3/28, 2025

On Monday

Road Department:

- * Graveling County Road 31 between County Road V and County Road W
- * Graveling County Road V between Highway 71 and Highway 6

Bridge Department:

- * Culvert replacements on County Road W

On Tuesday

Road Department:

- * Graveling County Road A between County Road 14 and County Road 17

Bridge Department:

- * Culvert replacements on County Road W

On Wednesday

Road Department:

- * Graveling County Road 14 between County Road A and County Road F
- * Graveling County Road 23 between County Road U.5 and County Road W

Bridge Department:

- * Culvert replacements on County Road W

On Thursday

Road Department:

- * Graveling County Road 14 between County Road A and County Road F
- * Graveling County Road 23 between County Road U.5 and County Road W

Bridge Department:

- * Cracksealing County Road 29 from Highway 71 to Highway 34
- * Cracksealing County Road S from County Road 29 to City Limits

On Friday

Road Department:

- * Summer Schedule

Bridge Department:

- * Summer Schedule



Colorado Children – Our Most Precious Resource

WHEREAS, children are key to the state’s future success, prosperity, and quality of life; while children are our most precious resource, they are also our most vulnerable;

WHEREAS, children have a right to thrive, learn, and grow to their full potential; and

WHEREAS, the prevention of child abuse and neglect strengthens Colorado’s families and communities and ensures the opportunity for children to develop in healthy, trusting families, schools, and neighborhoods and where that consequently, builds the foundation of society; and

WHEREAS, Morgan County is currently implementing initiatives for improving the safety and well-being of children and families across Colorado; and

WHEREAS, we must come together as partners to keep children safe, ensure that the voices of our children are heard by all, and extend a helping hand to children; and

WHEREAS, each of us plays a role in the prevention of child abuse and neglect. We encourage anyone concerned about the safety and well-being to report to 1-844-CO-4-KIDS.

WHEREAS, I call upon all community members to provide safe, stable, and nurturing relationships and environments for our children, free of violence, abuse and neglect, we can ensure that Colorado’s children will grow to their full potential as the next generation of leaders, helping to secure the future of this community, state, and nation; and

Therefore, we do hereby proclaim April 2025, CHILD ABUSE PREVENTION MONTH.

THE BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

Chair

Date

Commissioner

Date

Commissioner

Date

ATTEST:
(Seal)

County Clerk

ROAD USE AGREEMENT
Pawnee Station Power Plant

THIS ROAD USE AGREEMENT (hereinafter "Agreement") is made this ____ day of _____ 2025 ("Effective Date"), by and between Morgan County, Colorado, whose legal address is 218 W. Kiowa Avenue, Fort Morgan, Colorado 80701 (hereinafter "County") and Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy, whose legal address is 1800 Larimer Street, Suite 400, Denver, Colorado 80202, (hereinafter "Company"). Both County and Company are sometimes referenced herein together as "Parties", and individually as "Party".

RECITALS

WHEREAS, the Company applied for and obtained an amended special use permit pursuant to Resolution No. 2025 BCC 05 dated February 4, 2025 ("Amended Permit") to convert the source of electric generating power at the Pawnee Station Power Plant from coal to natural gas, construct new facilities and expand the special use permit area (the "Project");

WHEREAS, the Company will obtain all necessary road permits issued by Morgan County for road crossings prior to commencement of construction of the Project, as described in Exhibit A;

WHEREAS, Company's agents, employees, affiliates, contractors, subcontractors, workforce and related service companies may utilize equipment and heavy vehicles on Morgan County roads and Appurtenances in or around such roads (collectively, the "County Roads"), as identified in Exhibit A, in connection with development of the Project;

WHEREAS, Company's use of County Roads may cause impacts which require mitigation pursuant to the Mitigation Plan described herein below, and repair to ensure the public's continued ability to use County Roads; and

WHEREAS, as a condition of the Amended Permit approval, the County requires the Company to enter into this road use agreement to mitigate the impact on the County Roads due to construction of the Project.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to define the terms and conditions under which Company will be permitted to use County Roads and pay for the cost of repairing any damage related to construction of the Project arising from the use of County Roads by the Company and any contractors or subcontractors of the Company ("Contracting Companies"). The Company has indicated that it intends to use approximately 3.5 miles of County Road 24 from the south side of I-76 to the entrance onto the Project property, identified on Exhibit A, all of which is an asphalt-paved surface.

This Agreement is intended to mitigate the damage to County Roads, minimize interruptions to the traveling public, and compensate the County for the costs of repairing any damage to the County Roads resulting from construction of the Project, as identified the Company's application for its Amended Permit.

2. Definitions.

- A. Appurtenance means and includes the following when within a public right-of-way: a ditch, culvert, or any type of wall, fence, guardrail, pavement marking, traffic control device, illumination device, mailbox 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 work, rock, tree or other material or thing adjacent to or in, along or on a county road that is not on the traveled portion of the road.
- B. County Roads means a public roadway under the direction, control and management of the County, including:
 - i. A developed road on which improvements such as grading or surfacing have been made for the purpose of public travel and access, including any Appurtenances, a bridge forming part of a public road and any structure incidental to a public road; and/or
 - ii. An undeveloped road or right of way under the County's jurisdiction.
- C. Mitigation Plan means a plan, prepared by the Company, and approved by the County, as set forth in Exhibit B, detailing which County Roads will be used for the Project, construction traffic, the route of the Project traffic, a schedule of when County Roads will be used (including daily hours of use), dust mitigation activities, and plans for how impacts to the County Roads, abutting neighboring properties, and traffic will be minimized.

3. Repair and Maintenance Obligations.

- A. The Company has electronically submitted to the County a pre-construction baseline inventory documenting the pre-construction condition of the County Roads which are identified in the Mitigation Plan as potentially affected by Project construction ("Baseline Inventory").
- B. The Company has submitted a Mitigation Plan for its and Contracting Companies' use of the County Roads, attached hereto as Exhibit B. Company and Contracting Companies shall comply with the Mitigation Plan at all times during construction of the Project. Failure to comply with the Mitigation Plan shall be grounds for the County to suspend the Amended Permit until such time as the Company demonstrates compliance or provides sufficient assurances to the

County that the Company will comply with the Mitigation Plan, as determined in the County's sole discretion.

- C. The Company shall be responsible for all costs and expenses required to restore County Roads used by the Company or its Contracting Companies due to construction of the Project. This obligation shall require Company to restore roads to the same condition as established in the Baseline Inventory upon completion of the construction of the Project as described in Exhibit A.
- D. During the time when the Company, or any of its Contracting Companies, is engaged in the use of a County Road for access to construct the Project, the Company shall be responsible for road damage resulting from such use, including but not limited to Examples of Road Damage (defined below) in this Agreement, to keep County Roads in safe condition for the public.
- E. All restoration of County Roads shall be completed within two (2) months of the completion of the Project.

4. **Security.**

- A. To secure the restoration of the County Roads as provided herein, the Company shall furnish the County, at Company's expense and prior to the commencement of construction of the Project described in Exhibit A, cash or an irrevocable letter (or letters) of credit in which the County is designated as beneficiary in an amount equal to one hundred fifteen percent (115%) of the estimated costs of restoration of the County Roads (the "Estimated Costs") as described in this Agreement (the "Performance Guarantee").
- B. The Performance Guarantee shall be in a form approved by the County in its sole discretion.
- C. The purpose of the Estimated Costs is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and Company agrees to pay all costs of restoration for which it is legally obligated, pursuant to this Agreement regardless of the Estimated Costs.
- D. The Estimated Costs may increase in the future. Accordingly, the County reserves the right to review and adjust the Estimated Costs at any time, prior to the restoration of the County Roads. Adjustments shall be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the County adjusts the Estimated Costs, the County shall give written notice to the Company. The Company shall within thirty (30) days after receipt of said written notice, provide the County with a new or amended Performance Guarantee in the amount of the adjusted Estimated Costs. If Company fails to provide a new or amended Performance Guarantee, the County may exercise the remedies provided for in Section 10 hereof.

- E. If the County Roads are not restored within the period of time specified by Section 3.E., above, the County may draw on the Performance Guarantee to restore the County Roads. If the Performance Guarantee is to expire within fourteen (14) calendar days and the Company has not yet provided a satisfactory replacement as provided in D., above, the County may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to restore the County Roads.
 - F. Upon preliminary acceptance of restoration of the County Roads, the Performance Guarantee shall be reduced to the amount of fifteen percent (15%) of the total actual cost of restoration of the County Roads. The released portion of the Performance Guarantee shall be returned to the Company as soon as practicable. The reduced Performance Guarantee shall be held by the County until expiration of the two (2) year warranty period.
 - G. If no restoration is required at the time of post-construction inspection, the Performance Guarantee shall be released by the County.
5. **Inspections.** Inspections of County Roads identified in this Agreement may be carried out jointly by the Company and the County following the restoration of the County Roads in the presence of official designees of both the County and the Company at a time set by the County or the County's official designee if so agreed to by the Company.
6. **Road Damage.**
- A. Examples of Road Damage include but are not limited to the following:
 - i. Potholes or wheel-depressed areas after the roads have been maintained or graded.
 - ii. Damage to shoulders due to heavy vehicles running off the edge of the road.
 - iii. Damage to ditches due to heavy vehicles squeezing the ditches closed by running on the shoulders of the road.
 - iv. Damage to culverts crushed by heavy hauling activities or being "plugged" by sediment from closed ditches.
 - v. Damage to road surface causing the re-cycling of the surface for the purpose of proper roadway drainage.
 - vi. Damage to the existing base by heavy traffic.
 - vii. Damage to the profile of the road and the loss of aggregate on the driving surface.

7. **Emergencies.** 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 County Roads that the County deems necessary for public safety. All cost incurred by the County for emergency maintenance or repairs shall be the responsibility of the Company. Payments for such costs shall be due within thirty (30) days from invoice by the County.
8. **Indemnification.** The Company shall indemnify the County and its officers, agents, employees, successors and assignees from any and all actions, proceedings causes of action, claims, demands and/or costs suffered by the County directly attributable to, damages or injuries arising out of or resulting from acts or omissions by the Company or otherwise arising out of the performance under this Agreement by the Company, its employees, agents or its Contracting Companies, but such indemnity shall not apply to any and all actions, proceedings, causes of action, claims, demands and/or costs directly attributable to the intentional acts or negligence of the County, its officers, agents, employees, successors and assignees.
9. **Assignment.** Except as otherwise provided herein, or except as may be hereafter determined by the Parties, no Party to this Agreement may sell, delegate, assign, partially assign or transfer its interest in this Agreement, or any of its rights, duties or obligations hereunder, without the prior written consent of the other Party. Whenever consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay, condition or deny such consent or approval.
10. **Breach.**
- A. If the Company breaches this Agreement, the County may take such action as permitted or authorized by law or this Agreement as the County deems necessary to protect the public health, safety and welfare. The remedies include, but are not limited to:
- i. A suspension or revocation of the Amended Permit;
 - ii. A demand that the security given pursuant to this Agreement for the restoration of the County Roads be paid or honored; and
 - iii. Any other remedy available at law or in equity.
- B. Unless necessary to protect the immediate health, safety and welfare of the County, or to protect the interest of the County with regard to security given for the restoration of the County Roads, the County shall provide the Company thirty (30) days' written notice of its intent to take any action under this Section, during which the Company may demonstrate compliance or cure the breach and prevent further action by the County.

- C. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for County Road restoration work negligently or defectively performed.
 - D. Should this Agreement become the subject of litigation to resolve a claim that the Company has breached this Agreement and a court of competent jurisdiction determines that the Company was in breach of this Agreement, the Company shall pay the attorney fees, expenses and court costs of the County.
11. **Nuisance Conditions.** The Company shall prevent the creation of any nuisances by way of its maintenance or restoration of County Roads under this Agreement. If the County determines that a nuisance exists, it shall notify the Company in writing that such nuisance exists. If the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the County, the County may, upon thirty (30) days' written notice to the Company within which it may cure the condition, draw upon the Performance Guarantee to pay the cost of abating the nuisance. The decision to draw on the Performance Guarantee shall be within the sole discretion of the County.
12. **Waivers.**
- A. Failure by either Party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
 - B. By entering this Agreement, the County does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.
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. **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 of this Agreement.
15. **Venue and Jurisdiction.** This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue of any suit or cause of action under this Agreement shall lie exclusively in Morgan County, Colorado.
16. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Nothing set forth herein shall relieve the Company of its obligation to comply with the conditions set forth in its Amended Permit.

17. **Modification.** This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

18. **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:

Morgan County: Bruce Bass, Director of Public Works
218 W. Kiowa Avenue
Fort Morgan, Colorado 80701
Email: bbass@co.morgan.co.us

Company: If before May 1, 2025, to:
Public Service Company of Colorado
Attention: Senior Manager, Siting & Land Rights
1800 Larimer Street Suite 400
Denver, CO 80202

With a copy to:
Xcel Energy Services, Inc.
Attention: Legal Services – Real Estate
1800 Larimer Street, Suite 1400
Denver, CO 80202

After May 1, 2025, to:
Public Service Company of Colorado
Attention: Senior Manager, Siting & Land Rights
3500 Blake Street, Suite 300
Denver, CO 80205

With a copy to:
Xcel Energy Services, Inc.
Attention: Legal Services – Real Estate
3500 Blake Street, Suite 400
Denver, CO 80205

19. **Execution.** This agreement may be executed using any customarily recognized form of electronic signature (e.g. DocuSign, Adobe Sign, HelloSign, SignEasy, KeepSolid Sign) or delivery method for electronic signatures (e.g. facsimile, .pdf, scan and email) and such electronic signature and/or electronic delivery of signatures shall be binding on the parties hereto and the parties agree to recognize signatures executed or transmitted by electronic, facsimile and/or .pdf as original.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the Effective Date.

MORGAN COUNTY

Jon J. Becker, Chairman

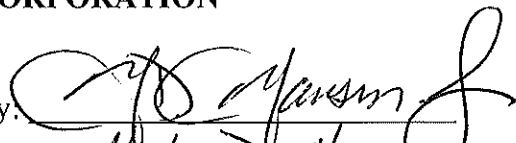
Kelvin Bernhardt, Commissioner

Tim Malone, Commissioner

Attest:

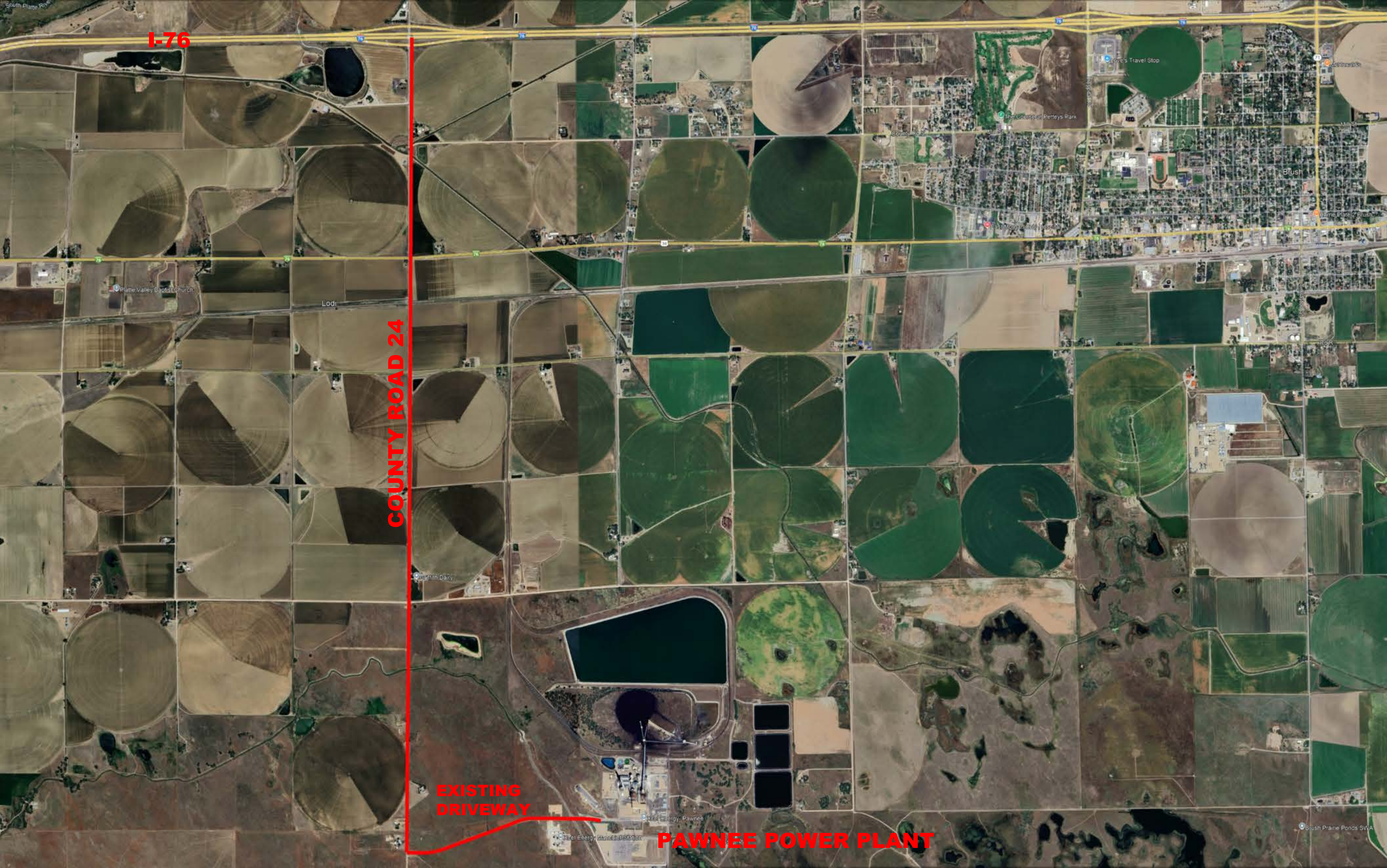
Kevin Strauch, Clerk to the Board

**PUBLIC SERVICE COMPANY
OF COLORADO, A COLORADO
CORPORATION**

By: 
Name: Herman D. Hansen Jr.
Title: Regional Vice President - PSCO

Pawnee Coal to Gas Project
Morgan County Special Use Permit – Road Use Agreement

Exhibit A



I-76

COUNTY ROAD 24

**EXISTING
DRIVEWAY**

PAWNEE POWER PLANT

Platte Valley Baptist Church

Lodi

Chris Thill Dairy

Xcel Energy - Pawnee

Xcel Energy - Marsh Station

Levee's Travel Stop

The Courts at Petteys Park

County Rd 5

East Mountain Golf Course

Brush

Mill St

Home Plate 2 Brush

Rocky Mountain

Rock

Brush Prairie Ponds SWA

Exhibit B – Road Use Agreement Dated _____, 2025
Morgan County – Public Service Company of Colorado
Pawnee Station Power Plant
Mitigation Plan

This Mitigation Plan addresses Condition 3.f.iii. in *Resolution Number 2025 BCC 05: A Resolution conditionally granting a Major Amendment to the Special Use Permit held by Public Service Company of Colorado (“PSCo”) DBA As Xcel Energy for the Pawnee Station Power Plant conversion project (“Project”) in Morgan County* to address traffic congestion, control, and potential impacts to County roads to be used during construction. The Mitigation Plan also includes dust mitigation activities.

1.0 Traffic Congestion

Construction of the Project is not expected to cause significant effects to Morgan County transportation and any impacts will be temporary in nature. Work crews will mobilize each day at the Project laydown yard and on-site work areas. Traffic to the Project will be limited to vehicles transporting work crews, required construction equipment, and equipment delivery vehicles. It is not anticipated that construction equipment or labor transportation will have a significant impact on traffic volumes or flow on local roadways or state/county highways. Any increases in traffic will be short-term in nature and limited to the construction time period for the Project. The haul route for the Project is as shown on Exhibit A to the Road Use Agreement.

It is anticipated that an average of ___ trucks per day will be utilized during construction of the Project. The impact to County Road 24 will vary day-by-day as construction of the Project progresses. A variety of items, including but not limited to a crane, concrete truck, boom trucks, trailers, a transmission pole, steel piping, and rebar are the types of equipment and materials that will be moved into the Project site for construction. The water treatment plant structure, other equipment and facilities will be delivered by truck and assembled, installed or constructed at the Project site with the use of a crane and other heavy equipment.

During operation, the Project will not generate trips in excess of those currently experienced as it is not anticipated that the plant conversion will increase staffing requirements, and coal delivery trips to the plant will cease. Visits from other personnel will be limited to emergencies or maintenance and inspection activities and increased fumes, exhaust and dust during operation is not expected.

2.0 Traffic Control

The contractor will make all necessary provisions for conformance with federal, state, and local traffic safety standards, and will conduct construction operations to minimize obstruction and inconvenience to public traffic. To mitigate any potential impacts to local county roads, a Traffic Control Plan will be developed, if required, in areas where travel on County Road 24 could be impacted during construction. Traffic control measures will comply with applicable portions of the Manual on Uniform Traffic Control Devices and will be implemented where required for the safety of the crews and the traveling public. Construction updates and schedules will be discussed with local government officials as needed as details are determined.

3.0 Potential Impacts to County Road 24 to be Used During Construction

Potential impacts to transportation could include temporary, localized disruption of traffic from movement of construction equipment and materials to and from the right of way (ROW) and/or periodic disruption of traffic flow during the construction phase of the Project. Impacts could include construction noise and dust, temporary restricted landowner access, or disruptions of traffic flow, but will be localized and cease when construction ends. Coordination between PSCo, its contractors, and landowners regarding ROW access and construction scheduling will help minimize these disruptions.

Repairs to County Road 24 and rights of way, designated as the haul route on Exhibit A to the Road Use Agreement will be scheduled as a result of road inspections or will occur in response to a significantly degraded condition or an emergency situation. Repairs and maintenance necessary as a result of a significantly degraded condition or an emergency situation shall be made within 24 hours of when the PSCo or its contractor becomes aware of the condition or situation. As outlined in the Road Use Agreement, the County may make emergency repairs in its sole discretion. If the County makes a request for maintenance of a haul route during construction which does not constitute a significantly degraded condition or emergency situation, such maintenance shall be completed within 48 hours of notification.

Where access is required for maintenance of the Project, PSCo will maintain the approved haul route for which it is solely responsible in a safe, useable condition for the public. Haul route maintenance and repairs include grading or repair of the designated haul route, and spot repair of sites subject to erosion, slumping of side slopes, inadequate drainage, flooding, or scouring. In some cases, cut and/or fill of foreign material may be required to repair the haul route into suitable condition for safe travel of maintenance repair vehicles. When an approved haul route needs improvement, heavy equipment appropriate for the required work will be used after notifying County officials. Required equipment may include a grader, backhoe, pickup truck, and a steel tracked front loader or bulldozer.

4.0 Dust Mitigation Activities

Construction related dust disturbance will be controlled by the periodic application of water, or other approved dust suppression product, to all disturbed areas along the haul route, when necessary. Water trucks will be utilized during construction activities to suppress dust from vehicles and equipment as necessary. PSCo will apply for a Colorado Department of Health and Environment Air Pollution Emission Notice (APEN) for land development prior to construction and follow state fugitive dust standards related to construction if necessary. The APEN will be required for a disturbance greater than 5-acres and/or a construction duration longer than 6 months. Construction contractors will work with the appropriate jurisdictions to obtain and follow all related construction permits.

5.0 Schedule for County Road Usage

It is anticipated that one 10-hour shift per day (Monday through Saturday) will be worked during Project construction. Construction of the Project is expected to be completed over the duration of the

construction schedule in 2025. Upon completion, the Project will be staffed, operated and monitored on site 24 hours a day, 7 days a week, 365 days a year to provide safe and reliable electric service.

PSCo shall provide by email advance notification of hauling of concrete and rock on County Road 24 at least five (5) business days ahead of the start of delivery of materials to the Project. Such notification shall include the type of material being hauled and estimated daily trips. Notification shall be made to John Goodman, Road Manager, jgoodman.co.morgan.co.us and Bruce Bass, Public Works Director, bbass@co.morgan.co.us.

6.0 Exhibit A

A map of that part of County Road 24 to be used as an approved haul route for the Project construction traffic is included in Exhibit A to the Road Use Agreement.

Morgan County Treasurer and Public Trustee Quarterly Report

1st Quarter - 2025

	<u>This Quarter</u>	<u>This Year-to-Date</u>	<u>Last Year-to-Date</u>	<u>% Inc/Dec</u>
<u>Tax Collections</u>	\$17,766,852.91	\$17,766,852.91	\$15,564,136.17	14.15%
<u>Collection % of Taxes</u>	27.93%	27.93%	25.48%	
 <u>Treas Fees Earned</u>	 \$204,495.20	 \$204,495.20	 \$186,120.32	 9.87%
CD's, T-Bills & Gov Sec	\$29,976,469.38	\$29,976,469.38	\$22,390,263.55	33.88%
Banks/Govt Pool Accts	\$56,810,388.07	\$56,810,388.07	\$55,481,643.27	2.39%
<u>Total Investments</u>	\$86,786,857.45	\$86,786,857.45	\$77,871,906.82	11.45%
 <u>Reserve Accounts</u>	 \$15,791,588.28	 \$15,791,588.28	 \$15,124,843.89	 4.41%
 <u>Average Daily Balance</u>	 \$85,052,287.63	 \$85,052,287.63	 \$78,417,881.73	 8.46%
<u>Interest Earned</u>	\$936,295.72	\$936,295.72	\$941,133.46	-0.51%
<u>Average Interest Rate</u>	4.403%	4.403%	4.801%	
<hr/>				
<u>Foreclosure Excess Fees</u>	\$9,869.72	\$9,869.72	\$1,555.94	534.33%
 <u>Foreclosure Events</u>				
New Files	18	18	11	63.64%
Cured	6	6	1	0.00%
Withdrawn	13	13	10	30.00%
Sold	7	7	4	0.00%
Deeded	7	7	3	0.00%
 <u>Releases of Deeds of Trust</u>	 211	 211	 197	 7.11%

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

Jon J. Becker, Chair	Date
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Kelvin Bernhardt, Commissioner	Date
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Tim Malone, Commissioner	Date
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ATTEST:

(Seal)

Clerk to the Board

COMMISSIONERS CALENDAR

April 4, 2025 through April 15, 2025

April 4, 2025	12:00 P.M.	Steering Committee
April 7, 2025	10:00 A.M. 11:30 A.M.	Monthly Region 4 Opioid Council Meeting Finance Department Meeting
April 8, 2025	9:00 A.M. 10:00 A.M. 10:00 A.M. 1:00 P.M. 2:00 P.M.	Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) County Attorney Office Hours Work Session – Planning & Zoning/BCC/County Attorney HR Department Meeting MCEDC Department Meeting
April 9, 2025		Daily County Business
April 10, 2025	8:30 A.M.	STAC Meeting
April 11, 2025	9:00 A.M. 12:00 P.M.	Bijou Irrigation Board Meeting (Bernhardt) Steering Committee
April 14, 2025		Daily County Business
April 15, 2025		*Tax Day* Energy Symposium – New Castle, CO (Malone and Bernhardt)

Unless otherwise noted, all meetings with department heads and other non-BCC elected officials listed above may include an update on the status of the department, a general discussion of projects, any matters or concerns that the County needs to address, and activities and operations of the department.

Department meetings may be by conference call or virtual meeting upon request.

****Calendar subject to change due to agreeable cancellations and/or walk-in business.**

**** All meetings are held in the Administration Building Assembly Room located at 231 Ensign Street, Fort Morgan unless otherwise noted.**

*Morgan County is committed to making its public meetings accessible to persons with disabilities. If you need special accommodations, please call (970)542-3500, extension 1410, at least 2 business days in advance of a meeting to make arrangements.

PREPARED BY: Mindi Cloyd, Administrative Services Manager for BCC
Calendar Posted by April 4, 2025 @ 4:00 P.M.