

Joseph A. McBride, Chairman
Commissioner District Two

Byron H. Pelton
Commissioner District One

Jane E. Bauder
Commissioner District Three



Office Phone
970-522-0888
FAX 970-522-4018
TTY 970-526-5383

Web: www.logancountyco.gov
E-mail: commissioners@logancountyco.gov

OFFICE OF THE BOARD LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA

Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, March 19, 2019 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the March 5, 2019 meeting.

Appointment of John Iven to the Logan County Planning Commission and the Logan County Board of Adjustment.

Appointment of Samantha Mahaffey as Logan County's representative to the Northeast Colorado Board of Health.

Acknowledgment of the receipt of the Treasurer's report for the month of February, 2019.

Acknowledgment of the receipt of the Sheriff's fee report for the month of February, 2019.

Acknowledgment of the receipt of the Clerk and Recorder's report for the month of February, 2019.

Acknowledgment of the receipt of the Landfill Supervisor's report for the month of February, 2019.

Approval of an application for renewal of a Liquor Store License on behalf of Reata Liquors, Inc.

Unfinished Business
New Business

The Board will open a public hearing to consider the approval of an application submitted by the Community Foundation of Northern Colorado for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 1, 2019.

Consideration of the approval of the following Logan County Lodging Tax Board projects:

- °Best Western In-Room Directory - \$416.00.
- °Volunteer Appreciation Banquet - \$2,500.00.

Consideration of the approval of a lease agreement between Logan County and Logan County Economic Development Corporation for the use of the Logan County Courthouse Annex for Community Co-working Space.

Consideration of the approval of a Contract between Logan County and Parr Sound and Lighting for provision of a stage/roof system, audio and lighting package to accommodate entertainment for the Logan County Night Show on August 10, 2019.

Consideration of agreements and transaction confirmation between Logan County and CenterPoint Energy Services, Inc. for delivery of natural gas requirements to Logan County Courthouse, Central Services Building and Road and Bridge shop facility.

Consideration of the approval of Resolution 2019-16 and an application for Subdivision Exemption on behalf of Charles Anthony Gerk and Lauren Elizabeth Gerk to create a 18.37-acre parcel from a 257.8-acre parcel in an Agricultural Zone in the Southeast Quarter (SE1/4) of Section 3, Township 8 North, Range 50 West of the Sixth Principal Meridian.

Consideration of the approval of Resolution 2019-17 and an application for Subdivision Exemption on behalf of Charles Anthony Gerk and Lauren Elizabeth Gerk to create a 10.57-acre parcel from a 257.8-acre parcel in an Agricultural Zone in the Southeast Quarter (SE1/4) of Section 3, Township 8 North, Range 50 West of the Sixth Principal Meridian.

The Board will open bids for the lease of four shares of the Sterling Irrigation Company and the associated water delivery allocated by the Sterling Irrigation Company to those shares for the 2019 growing season.

The Board will hold a public hearing at 5:15 p.m. Tuesday, March 19, 2019 at the Logan County Courthouse concerning Resolution 2019-18 declaring Logan County to be a Second Amendment Sanctuary County.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, April 2, 2019, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

March 5, 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
Jane Bauder	Commissioner
Byron H. Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Rob Quint	Logan County Planning and Zoning
Matt Chrisp	Logan County Landfill
Debbie Unrein	Logan County Finance
Jerry Casebolt	Emergency Management Coordinator
Kathy Reinhardt	NJC Foundation
Jimmy Atencio	NJC Diesel
Dave Lieber	NJC Young Farmers
Jeff Rice	Journal Advocate

Chairman McBride called the meeting to order at 9:34 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride 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 February 19, 2019 meeting.
- Acknowledgment of the receipt of Veteran's Service Officer's monthly report and certification of pay form for the month of February, 2019.
- Approval of an application for a renewal application for a Fermented Malt Beverage License on behalf of F & H Park and Recreation District.

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

Chairman McBride continued with Unfinished Business:

Commissioner Bauder moved to approve the award of the proposal for a purchase of a new track loader for the Logan County Landfill. Commissioner Pelton seconded and the motion carried 3-0. Commissioner Pelton moved to amend the previous motion for the award of the Logan County Landfills new track loader to award the purchase of a new track loader for the Logan County Landfill to Liebherr LR636 for \$353,700.00. Commissioner Bauder seconded and the motion carried 3-0.

- Matt Chrisp with Logan County Landfill explained his decision on his choice for the new track loader.

Commissioner Pelton moved to approve the award of the proposal for engineering services for the replacement of Logan County Bridge LOG93-60.5-24.3 over the South Platte River, Logan County RFP #243, Federal Aid #BRO C130-014 (22628) to SEH. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

The Board held a public hearing to consider the approval of an application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on March 16, 2019.

- Dave Lieber with NJC Young Farmers explained the event to the Board.

Chairman McBride, receiving no comments closed the public hearing.

Commissioner Bauder moved to approve the application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on March 16, 2019. Commissioner Pelton seconded and the motion carried 3-0.

The Board opened a public hearing to consider the approval of an application submitted by the Northeastern Junior College Foundation for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on April 12, 2019.

- Kathy Reinhardt with NJC Foundation explained the fundraiser to the Board.

Chairman McBride, receiving no comments closed the public hearing.

Commissioner Pelton moved to approve an application submitted by the Northeastern Junior College Foundation for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on April 12, 2019. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an amendment to the Logan County Travel and Employee Reimbursement Policy. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an amendment to the Logan County Purchasing Policy and Procedures. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve a Contract between Logan County and Sterling Handyman, LLC for interior remodeling and construction of co-working space in the Logan County Courthouse Annex Building. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve a Contract between Logan County and Lock and Sons Plumbing and Heating, LLC for lavatory remodeling and upgrades for Co-Working Space in the Logan County Courthouse Annex Building. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve a Contract between Logan County and Curlee Heating & Air Conditioning for installation of heating, ventilation and air conditioning upgrades for Co-Working Space in the Logan County Courthouse Annex Building. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve a Contract between Logan County and Better Electric, Inc. for interior electrical and lighting upgrades for Co-Working Space in the Logan County Courthouse Annex Building. Commissioner Bauder seconded and the motion carried 3-0.

Applications are being accepted for volunteers to serve on the following County advisory boards: Planning Commission, Board of Adjustment, EMS Council, Lodging Tax Board, Fair Board and the Logan County Representative to the NE Colorado Board of Health. Any Logan County resident interested in serving on one of these advisory boards should complete an application available at the Commissioner's Office. Applications are available on the county website. Applications are due by 5:00 p.m., March 8, 2019.

The next business meeting will be scheduled for Tuesday, March 19, 2019 at 9:30 a.m. at the Logan County Courthouse. There will also be a Public Hearing on March 19, 2019 at 6:30 p.m. at the Logan County Courthouse regarding Colorado House Bill 19-1177 concerning creation of an extreme risk protection order.

There being no further business, the meeting was adjourned on Tuesday, March 5, 2019 at 9:51 a.m.

Submitted by:

Rachelle Stetler
Logan County Deputy Clerk

Approved: March 19, 2019

LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder

Joseph A. McBride, Chairman
Commissioner District Two

Byron H. Pelton
Commissioner District One

Jane Bauder
Commissioner District Three



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STERLING, COLORADO 80751

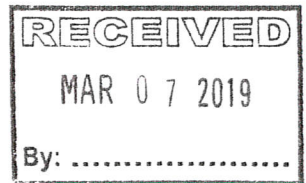
**Volunteer Opportunity
Logan County Advisory Boards**

The Logan County Board of Commissioners is announcing that applications are being accepted for volunteers to serve on the following County advisory boards:

- °Planning Commission °Board of Adjustment
- °EMS Council °Lodging Tax Board
- °Logan County Rep to Northeast Colorado Board of Health
(must reside in City of Sterling)
- °Logan County Fair Board (Sponsorships & Commercial Exhibits positions)

If you are a Logan County resident and interested in serving on one of these advisory boards, please complete an application available at the Commissioners Office, Logan County Courthouse, 315 Main Street, Sterling or call 522-0888. Applications are also available at www.colorado.gov/logan. Please return applications by 5:00 p.m., March 8, 2019

**Logan County
Advisory Board Application**



Name: John Iven
Mailing Address: 371 Bannock St
City/State/Zip: Sterling, CO 80251
Telephone: 970-580-0280
E-Mail Address: puack7y0a@yahoo.com
Occupation: Retired

I am interested in serving on the:

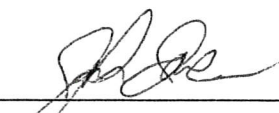
- ☒ Board of Adjustment
☐ E911 Authority Board
☐ Emergency Medical Services Council
☐ Lodging Tax Board
☒ Planning Commission
☐ Shooting Sports Board
☐ Other: _____

My qualifications are:

was a paralegal at Law office for 16 yrs

I am interested in serving because:

interested in zoning issues



Signature 3/5/19
Date

**Logan County
Advisory Board Application**

Name: Samantha K. Mahaffey
Mailing Address: 520 North 7th Avenue
City/State/Zip: Sterling, CO 80751
Telephone: 970-380-8454
E-Mail Address: psmahaffey@gmail.com or samantha.mahaffey@njc.edu
Occupation: Registered Nurse - educator

I am interested in serving on the:

- ☐ Board of Adjustment
- ☐ E911 Authority Board
- ☐ Emergency Medical Services Council
- ☐ Lodging Tax Board
- ☐ Planning Commission
- ☐ Shooting Sports Board

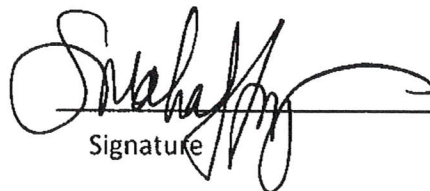
☒ Other: Logan County Representative to NIECO Board of Health

My qualifications are:

I am a registered nurse with 13 years of experience. Additionally, I was an EMT for nearly 18 years, so I've been in the medical field for 19 years. I formerly served on the Town Council for the Town of Raymer & the Pension Board for the New Raymer-Steamboat Fire Protection District. Currently, I am a nurse educator at NJC.

I am interested in serving because:

I see a lot of health disparities in this community, and I feel that as both a nurse & an educator, I have a unique insight into the effects it has on the community. I also feel it is my duty to serve the community. Finally, Commissioner Patton reached out to me.

 2-20-19
Signature Date

LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
FEBRUARY 2019

COUNTY FUNDS	1/31/19 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	2/28/19 BALANCE
COUNTY GENERAL	\$ 5,692,065.11	\$ 1,925,555.40	\$ 75,113.65	\$ 217,360.56	\$ -	\$ (774,332.74)	\$ (40,094.00)	\$ 7,095,667.98
ROAD & BRIDGE	\$ 3,755,269.89	\$ 112,269.49	\$ 5,111.89	\$ 467,551.40	\$ -	\$ (354,771.42)	\$ (7,657.48)	\$ 3,977,773.77
CONTINGENT	\$ 563,189.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 563,189.55
CAPITAL EXPENDITURES	\$ 546,164.61	\$ 43,681.54	\$ 1,703.94	\$ 2,263.95	\$ -	\$ (161,214.69)	\$ (873.63)	\$ 431,725.72
JUSTICE CENTER	\$ 2,476,357.84	\$ -	\$ -	\$ 162,249.32	\$ -	\$ -	\$ (3,165.79)	\$ 2,635,441.37
TELEVISION FUND	\$ 68,051.37	\$ 17,472.39	\$ 681.60	\$ -	\$ -	\$ (5,770.14)	\$ (349.45)	\$ 80,085.77
PEST CONTROL	\$ 215,805.87	\$ 29,110.16	\$ 1,423.81	\$ -	\$ -	\$ (7,165.06)	\$ (582.20)	\$ 238,592.58
LODGING TAX	\$ 163,771.70	\$ -	\$ -	\$ 8,008.05	\$ -	\$ (4,756.46)	\$ -	\$ 167,023.29
SOLID WASTE	\$ 1,123,040.91	\$ 262,087.30	\$ 10,223.72	\$ 26,156.94	\$ -	\$ (67,042.36)	\$ (5,241.75)	\$ 1,349,224.76
SOLID WASTE CLOSURE	\$ 422,065.03	\$ -	\$ -	\$ 1,254.45	\$ -	\$ -	\$ -	\$ 423,319.48
CONSERVATION TRUST	\$ 130,609.49	\$ -	\$ -	\$ 55.62	\$ -	\$ (6,250.00)	\$ -	\$ 124,415.11
FAIR FUND	\$ 80,119.44	\$ -	\$ -	\$ 13,400.00	\$ -	\$ (4,150.03)	\$ -	\$ 89,369.41
AMBULANCE FUND	\$ 189,801.89	\$ -	\$ -	\$ 72,501.03	\$ -	\$ (59,840.36)	\$ -	\$ 202,462.56
% TAX COLLECTED TO DATE								31.73%
TOTALS	\$ 15,426,312.70	\$ 2,390,176.28	\$ 94,258.61	\$ 970,801.32	\$ -	\$ (1,445,293.26)	\$ (57,964.30)	\$ 17,378,291.35

STATE OF COLORADO)

: ss.

COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$6,587,993.20 for the month of FEBRUARY 2019 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of FEBRUARY 2019 is \$82,392.07 which includes fees for the County and all taxing authorities.

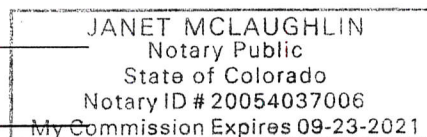


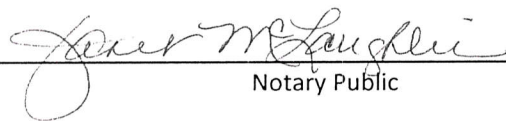
Patricia Bartlett, Logan County Treasurer

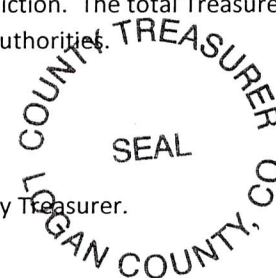
Subscribed and sworn to before me this 5th day of MARCH 2019, by Patricia Bartlett, Logan County Treasurer.

Witness my hand and official seal.

My Commission expires: September 23, 2021




Notary Public



LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

<i>Feb. 2019</i>	TONS	CPC (CLOSURE)
CASH	137.33	190.66
CHARGE	1373.99	944.35
CITY OF STERLING	391.31	NA
TOTAL	1902.63	\$1,135.01
THESE TNS ARE SHIPPED OFF:		
GEW		NA
RECYCLED METAL (SWAN)	3.57	NA
RECYCLED METAL (BOHM)		
RECYCLED TIRES	4.12	NA
RECYCLED WOOD		NA
GRAND TOTAL TNS	1910.32	

SIGNED BY: *Pam Jerdig*
DATE: *March 1, 2019*

+

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751
(970)522-8657 Fax---(970)522-1995

FOR FEBRUARY 2019		TONS	PRICE	CHARGES
City of Sterling (Packers)	SF	283.85	@ \$1.17	\$332.10
City of Sterling (Dump Trucks)	CL	107.46	@ \$20.00	\$2,149.20
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
Commercial (Packers & Roll Offs)	C	762.71	@ \$21.00	\$16,016.91
Out of County	OC	67.61	@ \$42.00	\$2,839.62
Industrial Petroleum Contaminated Soil	IDPCS		@ \$42.00	\$0.00
Industrial Waste	All other ID	41.86	@ \$42.00	\$1,758.12
General Public		152.74	@ \$21.00	\$3,207.54
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
>5 TONS ON FREE CERTIFICATES	XTON		@ \$21.00	\$0.00
Rural Free Certificate Days	NC	44.34	NC	
ALL COUNTY VEHICLES	NCC	442.06	NC	
TOTAL TONS		1902.63		
\$10.00 MINIMUM DIFFERENTIAL				\$242.99
E-Waste Recycling		29 items		\$211.00
E-Waste Recycling	NC		NC	\$0.00
GEW (Government E-Waste)			LB. \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood		4.12,3.57		
Car Tires (CHG)		37	@ \$5.00	\$185.00
Truck Tires (CHG)			@ \$8.00	\$0.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)		14 tires	NC	
Appliances (CHG)		4	@ \$5.00	\$20.00
Appliances (NC)			NC	
Analytical Reviews (ARV)			@ \$189.00	\$0.00
Unsecured/Unauthorized Loads (CHG)			@ \$10.00	\$0.00
CASH				\$2,327.34
CHARGE				\$24,635.14
TOTAL				\$26,962.48
TOTAL # OF VEHICLES		594		

SIGNED BY: Pam Jerdig
DATE: Mar. 1, 2019

Clerk Fees Collected 2019

February

	<u>2018</u>	<u>2019</u>	
<u>Recording Fees Retained</u>	10,885.64	10,758.06	
<u>Motor Vehicle Fees Retained</u>	288,991.94	267,337.45	
Total	\$ 299,877.58	\$ 278,095.51	\$21,782.07

<u>Fees & Taxes Distributed</u>			
State of Colorado	223,123.68	197,130.03	
City of Sterling	34,944.71	33,570.65	
Town of Fleming	-	2.00	
Total	\$ 258,068.39	\$ 230,702.68	\$27,365.71

Fees Retained Year to Date	\$500,781.49
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CIVIL PAYMENTS						
Feb-19						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
2/11/2019	564	1095465	2019-92	\$ 35.00	\$ 15.00	\$ 20.00
2/14/2019	565	2705	2019-120	\$ 35.00	\$ 15.00	\$ 20.00
2/20/2019	566	995996	2019-129	\$ 40.00	\$ 15.00	\$ 25.00
2/20/2019	567	CASH	2019-94	\$ 35.00	\$ 15.00	\$ 20.00
2/25/2019	568	2455	2019-142	\$ 40.00	\$ 15.00	\$ 25.00
3/4/2019	569	254135	2019-179	\$ 65.00	\$ 30.00	\$ 35.00
3/4/2019	571	254139	2019-171	\$ 35.00	\$ 15.00	\$ 20.00
		254140	2019-177	\$ 35.00	\$ 15.00	\$ 20.00
3/6/2019	572	254136	2019-174	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 205.00

CIVIL PAYMENTS CREDIT CARDS					
Feb-19					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
1/30/2019		2019-87	\$ 80.00		\$ 80.00
2/7/2019		2019-87	\$ 160.00		\$ 160.00
2/5/2019		2019-88	\$ 65.00		\$ 65.00
2/6/2019		2019-104	\$ 35.00		\$ 35.00
2/11/2019		2019-98	\$ 35.00		\$ 35.00
2/14/2019		2019-111	\$ 65.00		\$ 65.00
2/14/2019		2019-115	\$ 35.00		\$ 35.00
2/19/2019		2019-125	\$ 35.00		\$ 35.00
2/21/2019		2019-132	\$ 20.00		\$ 20.00
2/21/2019		2019-126	\$ 35.00		\$ 35.00
2/25/2019		2019-143	\$ 35.00		\$ 35.00
2/26/2019		2019-155	\$ 45.00		\$ 45.00
2/27/2019		2019-151	\$ 25.00		\$ 25.00
3/1/2019		2019-156/157/158/159	\$ 133.00		\$ 133.00
		2019-153	\$ 35.00		\$ 35.00
3/4/2019		2019-180	\$ 40.00		\$ 40.00
3/4/2019	570	2019-181	\$ 35.00	\$ 10.00	\$ 25.00
				Total Owed to County	\$ 903.00

NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Feb-19					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
3/5/2019			\$ 45.00	\$ -	\$ 45.00
2/8/2019			\$ 35.50	\$ -	\$ 35.50
				Total Owed to County	\$ 80.50

CHP CREDIT CARDS			
Feb-19			
Date		Amount	Amount Owed to County
2/1/2019		\$ 63.00	\$ 63.00
2/11/2019		\$ 152.50	\$ 152.50
2/11/2019		\$ 152.50	\$ 152.50
2/12/2019		\$ 39.50	\$ 39.50
2/20/2019		\$ 152.50	\$ 152.50
2/21/2019		\$ 63.00	\$ 63.00
2/28/2019		\$ 152.50	\$ 152.50
3/1/2019		\$ 152.50	\$ 152.50
3/1/2019		\$ 152.50	\$ 152.50
3/4/2019		\$ 152.50	\$ 152.50
3/4/2019		\$ 152.50	\$ 152.50
3/4/2019		\$ 152.50	\$ 152.50
3/6/2019		\$ 152.50	\$ 152.50
3/7/2019		\$ 152.50	\$ 152.50
		Total Owed to County	\$ 1,843.00

CIVIL CHECKS \$ 205.00
 CIVIL CREDIT CARDS \$ 903.00
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 80.50
 CHP CREDIT CARDS \$ 1,843.00
 TOTAL PAID TO GENERAL FUND \$ 3,031.50 Check#573
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 355.00

**RETAIL LIQUOR OR 3.2 BEER
LICENSE RENEWAL APPLICATION**

REATA LIQUORS
2170 EAST CHESTNUT STREET
STERLING CO 80751

Fees Due	
Renewal Fee	312.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid <u>312.50</u>	

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name REATA LIQUORS INC.		DBA REATA LIQUORS		
Liquor License # 03-09893	License Type Liquor Store (county)	Sales Tax License # 042798880001	Expiration Date 05/13/2019	Due Date 03/29/2019
Operating Manager	Date of Birth	Home Address		
Manager Phone Number		Email Address		
Street Address 29525 HIGHWAY 55 & I-76 CROOK CO 80726				Phone Number 9708862900
Mailing Address 2170 EAST CHESTNUT STREET STERLING CO 80751				

- Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 3/31/2028
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ YES ☐ NO

Also own Reata Liquors, 1305 N. Barlow Rd, Ft Morgan CO 80701.

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business <u>Kathy Sanger</u>	Title <u>President</u>
Signature <u>Kathy Sanger</u>	Date <u>2-28-2019</u>

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For	Date
Signature	Title
	Attest

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input checked="" type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge Or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>Community Foundation of Northern Colorado</i>		State Sales Tax Number (Required) <i>98-09215-0000</i>	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>4745 Wheaton Drive Fort Collins CO 80525</i>		3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>Logan County Fairgrounds 1120 Pawnee Avenue Sterling CO 80751</i>	
Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <i>Ray Caraway, President/CEO</i>	<i>12/11/61</i>	<i>12134 Mtn. Mahogany Rd. Loveland CO 80538</i>	<i>970-224-3462</i>
5. Event Manager <i>John Chapdelaine</i>	<i>9/6/66</i>	<i>310 N. Iris Ave Haxton CO 80731</i>	<i>970-580-1013</i>
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
List Below the Exact Date(s) for Which Application is Being Made for Permit			
Date <i>June 1, 2019</i>	Date	Date	Date
Hours From <i>6:00 p.m.</i>	Hours From	Hours From	Hours From
To <i>10:00 p.m.</i>	To	To	To

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.		
Signature <i>Ray</i>	Title <i>President/CEO</i>	Date <i>2-11-19</i>

Report and Approval of Local Licensing Authority (City or County)	
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.	
THEREFORE, THIS APPLICATION IS APPROVED.	

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

(Instructions on Reverse Side)

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

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

Date: 2/28/19 Project Title: Best Western In-Room Directory

Responsible Party: (Signature) Marilee Johnson, Tourist Center Director

Funds Payable to: (Organization) TDS Media Direct

Mailing Address: PO Box 9, Circle Pines, MN 55014-0009

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

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

Date(s) of Activity: 2019

Total cost of project: \$416.00

Amount requested: \$416.00

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

Full page ad 7.5"x10" for in-room guest directory for Sterling Best Western and Fort Morgan Best Western motels for a total of 132 rooms.

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

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

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

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

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

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

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

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 416.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: _____

Date: 3/4/19

LCLTB Treasurer's Endorsement _____

Date: 3/4/19

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____

Date: _____

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

THANK YOU!!

See Reverse Side

REVISED May 2016

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

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

Date: 2/23/19 Project Title: Volunteer Appreciation Banquet

Responsible Party: (Signature) Marilee Johnson, Tourist Center Director

Funds Payable to: (Organization) Various vendors

Mailing Address: _____

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

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

Date(s) of Activity: April 28, 2019 6:00 PM

Total cost of project: \$2,500

Amount requested: \$2,500

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

Annual volunteer appreciation banquet, including but not limited to dinner, volunteer gifts, hours of service pins, etc. Funds To be taken from The Donations Fund

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

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

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

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

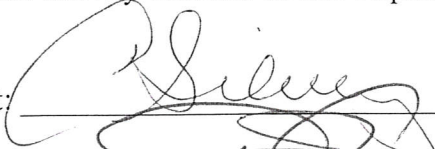
Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting.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


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

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

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 2500⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 3/4/19

LCLTB Treasurer's Endorsement  Date: 3/4/19

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

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

THANK YOU!!

See Reverse Side

REVISED May 2016

**LEASE AGREEMENT BETWEEN LOGAN COUNTY and
LOGAN COUNTY ECONOMIC DEVELOPMENT CORPORATION**

This Agreement is made and entered into effective the ____ day of February, 2019 between Logan County, by and through its Board of County Commissioners, 315 Main Street, Suite 2, Sterling, CO 80751 (hereinafter referred to as "Landlord") and Logan County Economic Development Corporation, 160 College Ave. – NJC Walker Hall, Sterling, CO 80751 (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord owns real property commonly known as the Logan County Courthouse Annex located in the Courthouse Square at 315 Main Street, Sterling, Colorado; and

WHEREAS, Logan County desires to make certain portions of the Courthouse Annex facility available for the Tenant to use for the provision of community co-working space; and

WHEREAS, Tenant is desirous of utilizing a portion of the facility pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and covenants stated herein, including the rental amount, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

**ARTICLE I
Leased Premises**

Landlord hereby leases to Tenant, and Tenant hereby rents from the Landlord, the "Leased Premises", described as approximately 3,450 square feet of office area located on the ground floor of the Logan County Courthouse Annex, to include areas of the former corrections office space accessed from the west side main entrance off of 4th Street, the former kitchen facilities, the main entrance accessed from the Courthouse parking lot on the east side of the Courthouse Annex facility, and all interior offices and storage space lying north of the above-described entrances and ending at the north entrance of the Annex structure. A diagram of the Leased Premises is attached hereto as Exhibit A.

Subject to further negotiation and mutual agreement, Tenant may have the ability to expand office space into other areas of the Courthouse Annex facility if the need arises during the term of this Lease, including but not limited to the second floor former jail cell areas and the former exterior jail recreation area. Any such agreement shall be separately described and signed by Landlord and Tenant in the form of a written addendum to this Lease.

ARTICLE II

Term

The term of this Lease is for three (3) years commencing effective February __, 2019 and ending December 31, 2021, unless terminated earlier as specified herein. Tenant acknowledges that its actual use and possession of the Leased Premises shall not be possible until after the completion of remodeling and other improvements by third party contractors who are to be determined, and that its date of actual occupancy of the Leased Premises is therefore subject to the completion of remodeling and improvements to the parties' mutual satisfaction, the timeliness of which is not promised or guaranteed by the Landlord. This lease will be reviewed approximately six months prior to the expiration of the initial term and may be renewed with identical or modified terms if mutually agreed by the Landlord and Tenant.

ARTICLE III

Rent

Tenant agrees to pay Landlord a fixed amount of One Dollar (\$1.00) per year as the annual rental amount for the term of this Agreement.

ARTICLE IV

Utilities

1. Landlord shall pay natural gas, electric, water, sewer, and trash disposal utilities as expenses are incurred and billed by the service providers for the Courthouse Annex Building. From and after the date of its actual occupancy of the Leased Premises, Tenant shall reimburse the Landlord on a monthly basis the monthly incremental additional costs for the above utilities that are incurred by Landlord as a result of Tenant's occupancy and use of the premises. "Monthly incremental additional costs" shall be determined by subtracting the historical utility costs incurred each month (calculated on the basis of the average cost each month for the Courthouse Annex facility utilities for the three calendar years immediately preceding the same month) from the actual monthly utilities charges during each month of Tenant's occupancy. Tenant shall make such reimbursement to Landlord within thirty (30) days of receiving an itemized statement from Landlord.
2. Tenant shall, at its sole expense, pay for all telephone, internet and office cleaning services for the Leased Premises.
3. With regard to all utilities, it is mutually agreed that Landlord shall not be liable in damages or otherwise for any interruption or failure thereof.
4. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utilities facility or in any way increase the amount of utilities usually furnished or supplied for use of the Leased Premises as office space. Unless otherwise agreed, if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed and maintained at Tenant's expense in accordance with the plans and specification which have been received prior to written approval by Landlord.

ARTICLE V

Prohibited Uses

Tenant will not use, occupy, or permit the Leased Premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purposes deemed by Landlord to be hazardous, nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future laws, rules, requirements, orders, directions, ordinance, or regulations of the United States of America, State of Colorado, County of Logan or other municipal, governmental, or lawful authority whatsoever having jurisdiction.

ARTICLE VI

Repairs, Alterations and Improvements

1. Landlord shall keep the Leased Premises, including structural portions, in good order, condition and repair.
2. All reasonable alterations, improvements, and/or additions to the Leased Premises will only be done at Tenant's expense after obtaining Landlord's written consent. The Landlord agrees that Tenant shall be permitted to make modifications to the Leased Premises, as outlined in Construction Bid Documents approved in advance by the Landlord, including remodeling the former courtroom into an open work area, installing split HVAC units, upgrading the lighting and ceiling, modifying bathrooms in hall entrances to make them code compliant, and painting walls
3. Unless otherwise agreed to by Landlord, all alterations, improvements, partition, flooring, carpeting or fixtures, including but not limited to light fixtures, electrical fixtures, and plumbing fixtures, and other changes to the Leased Premises which may be made or installed by either of the parties hereto and which in any manner are attached to the floors, walls, windows, or ceilings are to become, at the option of Landlord, the property of Landlord upon the termination of this Agreement, however such termination shall occur, and shall remain upon and be surrendered with the Leased Premises without reimbursement by Landlord to Tenant for the cost of any such alterations, improvements or changes. If Landlord elects that any of the alterations, improvement or changes be removed by Tenant upon termination of this Agreement, Tenant shall remove the same prior to the termination hereof and shall repair any damages caused by such removal.
4. Landlord shall permit Tenant to install telecommunications network equipment, at Tenant's sole cost or with grant funds awarded by the Certified Small Business Community grant program, as determined necessary by Tenant for optimal use of the Leased Premises, so long as such telecommunications network does not interfere with the Landlord's own telecommunications network functions or its security. Any telecommunications network installations installed by Tenant shall remain the property of Tenant and may be removed by Tenant at the termination of this Lease.

ARTICLE VII
Assignment and Subletting

Tenant shall not assign this Agreement or any interest herein, or permit the use of the Leased Premises by any person or persons other than Tenant, or sublet the Premises in whole or in part without Landlord's prior written consent which may be withheld at Landlord's sole discretion. It is mutually understood by the Landlord and Tenant that the Leased Premises may be accessed by public users of the co-working space, as determined and managed by the Tenant. The Landlord shall have no responsibility for the operation, programming or management of the co-working space. Tenant shall manage the use of the co-working space in a manner that does not materially interfere with any of Landlord's government functions or cause damage to the Courthouse Annex Building or compromise its security.

ARTICLE VIII
Access to Premises

Landlord and Landlord's authorized representative shall have the right to enter upon the Leased Premises at all reasonable hours (and in emergencies, at all times) to inspect the same, to make repairs, additions or alteration to the structural components of the Leased Premises, and for any lawful purpose. Landlord agrees to provide Tenant with reasonable notice whenever Landlord deems necessary to enter upon the Premises.

ARTICLE IX
Insurance

Tenant shall obtain and maintain in full force during the term of this lease, and at its sole expense, a policy of comprehensive commercial general liability and property insurance for the benefit of its members and Landlord, which will cover Tenant and Landlord against liability for injury to persons and/or property, and the death of any person or persons occurring in or about the Leased Premises. The liability under such insurance shall not be less than \$1,000,000 for any one occurrence and not less than \$500,000 for any one person injured or killed, and not less than \$100,000 for property damage. The policy shall name as insured parties the Tenant and Landlord and any other persons, firms or corporations designated by Landlord. The policy shall be in a form and issued by an insurer satisfactory to the Landlord and a certificate of insurance shall be provided to the Landlord prior to Tenant's occupancy of the Leased Premises.

ARTICLE X
Indemnification

Tenant acknowledges that it uses the Leased Premises at its own risk. Tenant hereby releases the Landlord from liability for any costs, losses or damages of any nature whatsoever which the Tenant may suffer as a result of its use of the Leased Premises, except for the willful misconduct of the Landlord. Additionally, Tenant will indemnify and save Landlord harmless from and against any and all liability for any costs, losses or damages of any nature whatsoever suffered or alleged to be suffered by any third party (including Tenant's members, directors, officers, employees and agents) as a result of Tenant's use of the Leased Premises. If the Landlord shall

be made a party to any litigation commenced by or against Tenant, then Tenant shall fully protect and hold Landlord harmless and pay all costs, expenses, and reasonable attorney fees, incurred or paid by Landlord in connection with such litigation, to the extent allowed by law.

ARTICLE XI

Default

Delinquency by Tenant in the performance of or compliance with any of the obligations of Tenant contained in this Agreement, for a period of ten (10) days after written notice thereof from Landlord, shall constitute a default of this Agreement by Tenant.

ARTICLE XII

Termination

1. This Agreement may be terminated upon the occurrence of any of the following:
 - a. Default of the Tenant in performance of its obligations hereunder;
 - b. Written notification by either party that this Agreement will terminate for any reason whatsoever, with or without cause, specifying the date of termination. Said termination date shall be no sooner than thirty (30) days from the date of notification.
2. Upon the conclusion of this Agreement pursuant to this Article or pursuant to expiration of the stated term, Tenant shall peacefully surrender the Leased Premises to Landlord, and Landlord, upon or at any time after any such expiration, may, without further notice, peaceably reenter the Leased Premises and take control of the same.
3. No such termination of this Agreement shall relieve Tenant's liability and obligation under this Agreement.

ARTICLE XIII

Waiver

One or more waivers or any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by Landlord.

ARTICLE XIV

Hold Over

Tenant acknowledges that the term of this Agreement expires on December 31, 2021 and agrees to negotiate renewal of this lease with the Landlord prior to that date. However, if Tenant should

remain in possession of the premises after the expiration of this Agreement term for whatever reason and without executing a new Agreement, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligation of this Agreement insofar as the same are applicable to a month to month tenancy.

ARTICLE XV

Notices

1. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the following address or at such other address as either party may from time to time designate in writing.

Landlord:

Logan County
Attn: BOCC Chairman
315 Main St., Ste. 2
Sterling, CO 80751

Tenant:

Logan County Economic
Development Corporation
P.O Box 72
160 College Avenue – NJC Walker Hall
Sterling, CO 80751

2. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contain herein shall be construed to preclude personal services of any notice in the manner prescribed for personal service as a summons or other legal process.

ARTICLE XVI

Entire Agreement, Amendments

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written statements, understandings or correspondences, if any, with respect thereto. This Agreement maybe amended only by one or more Amendments executed in the same manner as this Agreement

ARTICLE XVII

Miscellaneous Provisions

1. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
2. This Agreement and all agreements herein contained shall bind the parties hereto and their heirs, personal representatives, successors and assigns.
3. This Agreement shall be construed in accordance with the laws of the State of Colorado. The Parties stipulate and consent to the exclusive jurisdiction and venue of the District Court, Logan County, Colorado, in any civil action which might arise under this agreement.

4. The signatories below hereby represent and warrant that they have full authority to enter into this Agreement on behalf of the respective corporations.
5. The Tenant for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that no person on the sole ground of race, color, religion, national origin, gender, age, military status, marital status, or physical or mental disability shall be excluded from participation, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises.
6. No agent, employee, director, officer or volunteer of the Tenant shall be deemed an agent, employee, director, officer or volunteer of the Landlord. Likewise, no agent, employee, director, officer or volunteer of the Landlord shall be deemed an agent, employee, director, officer or volunteer of the Tenant.
7. Tenant acknowledges that the Leased Premises is not secure from entry by users of other space in the Courthouse Annex Building, and further acknowledges that the Landlord will continue to utilize all other portions of the Courthouse Annex Building as desired by the Landlord. In addition, Landlord shall have full access to the Leased Premises as deemed necessary by the Landlord for maintenance, inspections and repairs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

LANDLORD:

COUNTY of LOGAN, STATE of COLORADO

By and Through its Board of County Commissioners

BY: _____
Joseph A. McBride, Chairman

TENANT:

LOGAN COUNTY ECONOMIC DEVELOPMENT
CORPORATION

BY: Heather V. Brungardt
Name: Heather V. Brungardt
Title: President

BY: Thomas R. Kirc
Name: Thomas R. Kirc
Title: Secretary

PARR

Sound and Lighting

Contract for Services

Gary Parr
P.O. Box 1957
Great Bend, KS 67530
620-792-2011
Mobile 620-617-1859
Fax: 801-740-2257
parrsound@sbcglobal.net

Parr Sound and Lighting will provide services to: Logan County Fair and Rodeo

Event Date: August 10, 2019

Location: 1120 Pawnee Ave, Sterling, CO 80751

Event Contact: Marilee Johnson

Phone: (970)580-6138

Email: marileeajohnson@gmail.com

Contract Price: \$16,600.00

Deposit Due: \$8,300.00

Balance: \$8,300.00

Services Contracted For: Parr Sound will provide a stage/roof system, audio and lighting package to accommodate artists and venue.

____ **1. Deposit:** As we are reserving all equipment and personnel for your event date, the contract **WILL BE VOID** if not returned with deposit by this agreed date: March 20, 2019 **All Deposits are NON REFUNDABLE if Client cancels.**

____ **2. Balance:** Balance is due by 3PM day of event.

____ **3. Lodging:** Client agrees to provide rooms. **3 rooms are to be provided night before and day of show.** Each room is to have two double beds and be NON-Smoking. Lodging information needs to be provided a minimum of 1 week prior to event.

____ **4. Meals & Beverages:** Client is to provide beverages (Water, Gatorade, Soda and Ice) at all times from load in to load out. Lunch and dinner are to be made available for the entire crew. This has no exceptions as it is both a health and safety issue.

____ **5. Power:** Minimum requirements are 1 Single-Phase Circuits of **200** amps and/or 1 Three-Phase Circuits of at least **200** amps.

____ **6. Stagehands:** Client agrees to provide a minimum of 5 able-bodied persons for LOAD IN, SETUP and LOAD OUT! Load in will not begin until all hands are present. A fee of \$200 will be charged for each stage hand not present. Any person deemed unusable (for any reason) will be dismissed and the client is responsible for replacing that person or paying the above mentioned fee.

____ **7. Security** Client is to provide security for backstage (if applicable) and any time the equipment is to be left setup and unattended by any Parr Sound and Lighting Crew. This is especially necessary but not limited to overnight outdoor setups.

____ **8. Lighting:** If setup or tear down of equipment is before sunrise or after sunset, client is to provide adequate lighting to be able to work safely.

Terms and Conditions: Parr Sound and Lighting has the right at all times to control how the production services are executed and retains absolute authority to make all final decisions involving crew and equipment. If any circumstances occur beyond our control including but not limited to, acts of God, adverse or dangerous weather conditions, or accidents ("Force Majeure"). Parr Sound and Lighting has the right to stop our services at any time if there is any situation that could bring harm to either personnel and/or equipment. Parr Sound and Lighting will not be liable for any loss, damage, or expense incurred as a result of such a cancellation. Full payment is still due in the event of any cancellation caused by an event of Force Majeure occurring at the venue. Parr Sound and Lighting and Client are each responsible for their own negligence in causing damage to or loss of equipment owned by the other and each agrees to reimburse the cost of repair or replacement of said equipment. The terms of this contract are designed to fulfill our goal of providing professional production services and non compliance of these terms may result in a delayed or cancelled event. A Penalty fee of \$100 per day will be added to late payments.

By initialing items 1-8 above and signing below, I have read and agree to all terms stated by this legally binding contract.

____ Date: _____

Client Signature

Parr Sound and Lighting



Transaction Confirmation
Transaction Type: Index Price

Transaction Confirmation Number: 664209
Gas Sales Agreement Dated: October 11, 2011

Date: 02/25/2019

This Transaction Confirmation sets forth the terms of the Transaction agreed to under Gas Sales Agreement dated 10/11/2011 (the "Agreement"). **The terms of this Transaction Confirmation are binding on both Buyer and Seller unless disputed in writing per the Agreement.**

Buyer: Logan County - Colorado

Buyer's Facilities: See below

Seller: CenterPoint Energy Services, Inc.

Seller Contact: Chad Harwood

Seller Contact Email: chad.harwood@centerpointenergy.com

Dodd-Frank Transaction Classification: Forward Contract

Contract Price and Volume Commitment	Inside FERC's Gas Market Report, Prices of Spot Gas Delivered to Pipelines, "Colorado Interstate Gas Co., Rocky Mountains" Index plus \$ 0.42/MMBtu for nominated volumes. Buyer shall provide to Seller seven business days prior to the start of the delivery month the daily or monthly volumes to be nominated. All volumes will be equally allocated to each day of the month, and will be rounded to the nearest whole number. For any month Buyer does not provide the nomination volume, Seller shall use the prior year's weather normalized usage for the applicable month.
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All of Buyer's natural gas requirements will be delivered by Seller under this Transaction Confirmation.

In the event Buyer receives and takes delivery of quantities of gas in any month that are less than the applicable Monthly Quantity listed in the Transaction Confirmation, and provided that such reduced receipts are not the result of a force majeure event, Seller shall resell such quantities and credit Buyer at WACOG plus \$ 0.00/MMBtu.

In the event Buyer receives and takes delivery of quantities of gas in any month that exceed the applicable Monthly Quantity listed on the Transaction Confirmation, Buyer will pay Seller for each MMBtu of such additional quantities (in addition to any transportation, demand, penalties, or any other charges of any kind and all other applicable charges and costs under this Agreement). Buyer shall pay Seller loads exceeding the contract amount at WACOG plus \$0.42/MMBtu.

Additional Fees or Contract Price adjustments:	Applicable Taxes Applicable transport fuel Utility Transportation: passed through at cost Telemetry installation and maintenance as needed for any applicable Utility rate requiring telemetry Applicable TIGT Electric Power Fuel Charge
Initial Period:	This Transaction Confirmation shall be in effect starting 04/01/2019 and will continue for 20 months ("Initial Period"), unless otherwise terminated in accordance with the Agreement.
Renewal Period:	This Transaction Confirmation shall be in effect for the Initial Period set forth above, and will automatically renew or extend for successive 12 month periods (each a "Renewal Period") unless either party terminates this Transaction Confirmation by providing the other party with written notice at least 60 days prior to the end of the Initial Period or any Renewal Period, as applicable, or otherwise terminated in accordance with the Agreement.
Delivery Point:	Utility Citygate - Xcel Energy (PSCO) - Colorado
Performance Obligation:	The delivery will be firm.
Special Conditions:	Notwithstanding anything hereinabove to the contrary, during the term of any period of daily balancing, operational flow order, critical notice or other like circumstance declared by any Transporter for any transaction, Seller will use commercially reasonable efforts to secure additional reasonable quantities or sell excess reasonable quantities of Gas requested by Transporter, and all such additional or excess quantities purchased or sold by Buyer in excess or short of the Contract Quantity, will be billed or credited to Buyer as the first quantities through the meter that Day at a cost equal to the prices of Gas available to Seller at such time, as reasonably determined by Seller.

Buyer's Facilities:
Account numbers are accurate as of the Date above and may be modified by Utility/Pipeline

<u>Facility Name</u>	<u>Account Number</u>	<u>Meter Number</u>	<u>Address</u>	<u>City</u>	<u>State</u>
Logan County - County Shop	0399324201	303993242	12603 CR 33	Sterling	CO
Logan County - Central Services	0067994001	300679940	508 South 10th Ave	Sterling	CO
Logan County - Court House	0115419401	301154194	315 Main St	Sterling	CO

Seller: **CenterPoint Energy Services, Inc.**

Buyer: **Logan County - Colorado**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICES
(FOR USE WITH MASTER AGREEMENTS)**

The undersigned, by and on behalf of Logan County (Receiving Party), having a mailing address of 315 Main Street, Sterling, CO 80751, hereby designates CenterPoint Energy Services, Inc. (Agent Shipper), having a mailing address of 303 East 17th Ave, Suite 850, Denver, CO 80203, as its agent, with full authority to act on its behalf in obtaining and managing gas transportation service provided by Public Service Company of Colorado (Company), as specified below, for the transportation of gas supplies from Company's Receipt Points to Receiving Party at the following Delivery Point(s):

315 Main Street, Sterling, CO 80751

Load Point # 0115419401

Receiving Party authorizes Agent Shipper to act on its behalf in contracting for gas transportation services provided by Company, arranging for the delivery of gas quantities to Company's Receipt Point(s) for Receiving Party including submitting all nominations therefore, managing gas transportation imbalances incurred on behalf of Receiving Party, receiving invoices from Company and paying all applicable charges for gas transportation service provided by Company to Receiving Party at the above Delivery Point(s). Receiving Party represents and warrants that it has not entered into a gas transportation service agreement with Company for deliveries to the above Delivery Point(s), but instead is hereby designating Agent Shipper to enter into such agreement with Company for that purpose on its behalf.

Agent Shipper and Receiving Party acknowledge that all service provided by Company is for the benefit of Receiving Party, and in the event that Agent Shipper or Receiving Party fails to make timely payment for service provided by Company, or otherwise is in default under the provision's of Company's Gas Transportation Tariff, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in accordance with Company's Gas Transportation Tariff. If such termination of service is as a result of Agent Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Agent Shipper, until Company receives full and complete payment. Agent Shipper and Receiving Party shall be jointly and severally liable for all payments due and owing Company for all services provided.

As of the date in Section 9 below, Agent Shipper shall be authorized, in the following manner, to act on Receiving Party's behalf in obtaining and managing Company's gas transportation services.

- 1.) Agent Shipper shall be authorized to negotiate and execute gas transportation service agreement(s) with Company for the delivery of gas from various Receipt Points to the Delivery Point(s) specified above on behalf of Receiving Party. Receiving Party acknowledges and agrees that such agreement may be a Master Agreement, as defined in the Gas Transportation Tariff, that may include additional delivery points to other Receiving Parties that similarly have designated Agent Shipper as their agent.
- 2.) Receiving Party acknowledges and agrees that, in order for Agent Shipper to carry out its responsibilities hereunder, Agent Shipper shall have access to daily transportation quantities for all Delivery Points specified above. In addition, Agent Shipper shall be authorized to obtain from Company information pertaining to Receiving Party's historical natural gas utilization at the Delivery Point(s) specified above.
- 3.) Agent Shipper shall nominate to Company, on Receiving Party's behalf for each of the

Delivery Point(s) specified above, and otherwise schedule gas to meet Receiving Party's daily volume requirements and to resolve any and all gas transportation imbalances in accordance with the Company's Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission. Agent Shipper authorizes the following personnel from its organization to make binding nominations for this purpose.

<u>Name:</u>	<u>Title:</u>	<u>Phone Number:</u>
<u>Pat Daily</u>	<u>Gas Control</u>	<u>303 457 4194</u>

1

- 4.) Agent Shipper shall be authorized to approve, install and maintain phone lines or any associated equipment necessary for gas transportation service to the Receiving Party.
- 5.) Agent Shipper shall continue to act for Receiving Party in securing gas transportation services for so long as this Agency Agreement and the underlying gas transportation service agreement remains in effect. Gas transportation service may be terminated by either Agent Shipper or Receiving Party in accordance with the Termination provisions of the applicable Rate Schedule in Company's tariff. This Agency Agreement may be terminated by Receiving Party, effective upon the first day of any Month that Receiving Party is to commence receiving gas transportation service under a different Master Agreement or new gas transportation service agreement, by providing written notice to Agent Shipper and Company by the fourth Business Day preceding such effective date. This Agency Agreement may be terminated by Agent Shipper or Receiving Party by providing the other party and Company thirty (30) days' advance written notice to be effective upon the first day of the calendar month immediately following such thirty (30) day notice period. A shorter notice period and/or alternative effective date may be accepted by Company upon mutual agreement of Company, Agent Shipper and Receiving Party. Agent Shipper and Receiving Party acknowledge and agree that this Agency Agreement may also be revoked by Company or the underlying gas transportation service agreement between Company and Agent Shipper may be suspended or terminated by Company in accordance with the terms and conditions of Company's Gas Transportation Tariff. Any termination of gas transportation service shall be in accordance with and subject to the Company Gas Transportation Terms and Conditions on file and in effect with the Colorado Public Utilities Commission. Regardless of termination, Receiving Party shall continue to honor any commitments made by Agent Shipper to Company on its behalf for the period that the agency was in effect. Any imbalances attributable to Receiving Party upon revocation or termination of this Agency Agreement, or suspension or termination of the gas transportation service agreement between Company and Agent Shipper, shall be determined and resolved in accordance with Company's Gas Transportation Tariff.
- 6.) In the event the gas transportation service agreement between Agent Shipper and Company is suspended or terminated during the term of this Agency Agreement any Imbalance incurred by Agent Shipper which remains outstanding and is not resolved by Agent Shipper in accordance with Company's Gas Transportation Tariff shall be allocated on a *pro rata* basis to all Receiving Parties for which Agent Shipper was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance arose. In the event any invoiced amounts due by Agent Shipper for charges, cashouts or penalties incurred as a result of Agent Shipper's responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated to the Receiving Parties on the same *pro rata* basis as provided herein for allocating Imbalance quantities.

- 7.) Upon execution of said transportation agreement(s) by Agent Shipper for Receiving Party, Receiving Party shall be bound by the terms and conditions thereof as if Receiving Party had signed said agreement(s) directly as to the Delivery Point(s) specified above. After executing gas transportation agreement(s) for Receiving Party, Agent Shipper shall pay all applicable charges incurred for the benefit of Receiving Party in accordance with the Rules and Regulations for Natural Gas Service and the Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission, including any charges for imbalance cashouts or any natural gas sold by Company thereunder.
- 8.) All obligations of Agent Shipper and Receiving Party to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.
- 9.) This Agency Agreement shall become effective as of 04/1/2019.

This Agency Agreement is made and entered into this ____ day of _____, 2019.

SIGNED:

(Receiving Party)

(Agent Shipper)

Logan County
(print name)

Centerpoint Energy Services, Inc.
Sandra Kendrick
(print name)

Title: _____

Title: Operations

**AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICES
(FOR USE WITH MASTER AGREEMENTS)**

The undersigned, by and on behalf of Logan County (Receiving Party), having a mailing address of 315 Main Street, Sterling, CO 80751, hereby designates CenterPoint Energy Services, Inc. (Agent Shipper), having a mailing address of 303 East 17th Ave, Suite 850, Denver, CO 80203, as its agent, with full authority to act on its behalf in obtaining and managing gas transportation service provided by Public Service Company of Colorado (Company), as specified below, for the transportation of gas supplies from Company's Receipt Points to Receiving Party at the following Delivery Point(s):

508 South 10th Avenue, Sterling, CO 80751

Load Point # 0067994001

Receiving Party authorizes Agent Shipper to act on its behalf in contracting for gas transportation services provided by Company, arranging for the delivery of gas quantities to Company's Receipt Point(s) for Receiving Party including submitting all nominations therefore, managing gas transportation imbalances incurred on behalf of Receiving Party, receiving invoices from Company and paying all applicable charges for gas transportation service provided by Company to Receiving Party at the above Delivery Point(s). Receiving Party represents and warrants that it has not entered into a gas transportation service agreement with Company for deliveries to the above Delivery Point(s), but instead is hereby designating Agent Shipper to enter into such agreement with Company for that purpose on its behalf.

Agent Shipper and Receiving Party acknowledge that all service provided by Company is for the benefit of Receiving Party, and in the event that Agent Shipper or Receiving Party fails to make timely payment for service provided by Company, or otherwise is in default under the provision's of Company's Gas Transportation Tariff, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in accordance with Company's Gas Transportation Tariff. If such termination of service is as a result of Agent Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Agent Shipper, until Company receives full and complete payment. Agent Shipper and Receiving Party shall be jointly and severally liable for all payments due and owing Company for all services provided.

As of the date in Section 9 below, Agent Shipper shall be authorized, in the following manner, to act on Receiving Party's behalf in obtaining and managing Company's gas transportation services.

- 1.) Agent Shipper shall be authorized to negotiate and execute gas transportation service agreement(s) with Company for the delivery of gas from various Receipt Points to the Delivery Point(s) specified above on behalf of Receiving Party. Receiving Party acknowledges and agrees that such agreement may be a Master Agreement, as defined in the Gas Transportation Tariff, that may include additional delivery points to other Receiving Parties that similarly have designated Agent Shipper as their agent.
- 2.) Receiving Party acknowledges and agrees that, in order for Agent Shipper to carry out its responsibilities hereunder, Agent Shipper shall have access to daily transportation quantities for all Delivery Points specified above. In addition, Agent Shipper shall be authorized to obtain from Company information pertaining to Receiving Party's historical natural gas utilization at the Delivery Point(s) specified above.
- 3.) Agent Shipper shall nominate to Company, on Receiving Party's behalf for each of the

Delivery Point(s) specified above, and otherwise schedule gas to meet Receiving Party's daily volume requirements and to resolve any and all gas transportation imbalances in accordance with the Company's Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission. Agent Shipper authorizes the following personnel from its organization to make binding nominations for this purpose.

<u>Name:</u>	<u>Title:</u>	<u>Phone Number:</u>
<u>Pat Daily</u>	<u>Gas Control</u>	<u>303 457 4194</u>

1

- 4.) Agent Shipper shall be authorized to approve, install and maintain phone lines or any associated equipment necessary for gas transportation service to the Receiving Party.
- 5.) Agent Shipper shall continue to act for Receiving Party in securing gas transportation services for so long as this Agency Agreement and the underlying gas transportation service agreement remains in effect. Gas transportation service may be terminated by either Agent Shipper or Receiving Party in accordance with the Termination provisions of the applicable Rate Schedule in Company's tariff. This Agency Agreement may be terminated by Receiving Party, effective upon the first day of any Month that Receiving Party is to commence receiving gas transportation service under a different Master Agreement or new gas transportation service agreement, by providing written notice to Agent Shipper and Company by the fourth Business Day preceding such effective date. This Agency Agreement may be terminated by Agent Shipper or Receiving Party by providing the other party and Company thirty (30) days' advance written notice to be effective upon the first day of the calendar month immediately following such thirty (30) day notice period. A shorter notice period and/or alternative effective date may be accepted by Company upon mutual agreement of Company, Agent Shipper and Receiving Party. Agent Shipper and Receiving Party acknowledge and agree that this Agency Agreement may also be revoked by Company or the underlying gas transportation service agreement between Company and Agent Shipper may be suspended or terminated by Company in accordance with the terms and conditions of Company's Gas Transportation Tariff. Any termination of gas transportation service shall be in accordance with and subject to the Company Gas Transportation Terms and Conditions on file and in effect with the Colorado Public Utilities Commission. Regardless of termination, Receiving Party shall continue to honor any commitments made by Agent Shipper to Company on its behalf for the period that the agency was in effect. Any imbalances attributable to Receiving Party upon revocation or termination of this Agency Agreement, or suspension or termination of the gas transportation service agreement between Company and Agent Shipper, shall be determined and resolved in accordance with Company's Gas Transportation Tariff.
- 6.) In the event the gas transportation service agreement between Agent Shipper and Company is suspended or terminated during the term of this Agency Agreement any Imbalance incurred by Agent Shipper which remains outstanding and is not resolved by Agent Shipper in accordance with Company's Gas Transportation Tariff shall be allocated on a *pro rata* basis to all Receiving Parties for which Agent Shipper was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance arose. In the event any invoiced amounts due by Agent Shipper for charges, cashouts or penalties incurred as a result of Agent Shipper's responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated to the Receiving Parties on the same *pro rata* basis as provided herein for allocating Imbalance quantities.

- 7.) Upon execution of said transportation agreement(s) by Agent Shipper for Receiving Party, Receiving Party shall be bound by the terms and conditions thereof as if Receiving Party had signed said agreement(s) directly as to the Delivery Point(s) specified above. After executing gas transportation agreement(s) for Receiving Party, Agent Shipper shall pay all applicable charges incurred for the benefit of Receiving Party in accordance with the Rules and Regulations for Natural Gas Service and the Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission, including any charges for imbalance cashouts or any natural gas sold by Company thereunder.
- 8.) All obligations of Agent Shipper and Receiving Party to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.
- 9.) This Agency Agreement shall become effective as of 04/1/2019.

This Agency Agreement is made and entered into this ____ day of _____, 2019.

SIGNED:

(Receiving Party)

(Agent Shipper)

Logan County
(print name)

Centerpoint Energy Services, Inc.
Sandra Kendrick
(print name)

Title: _____

Title: Operations

**AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICES
(FOR USE WITH MASTER AGREEMENTS)**

The undersigned, by and on behalf of Logan County (Receiving Party), having a mailing address of 315 Main Street, Sterling, CO 80751, hereby designates CenterPoint Energy Services, Inc. (Agent Shipper), having a mailing address of 303 East 17th Ave, Suite 850, Denver, CO 80203, as its agent, with full authority to act on its behalf in obtaining and managing gas transportation service provided by Public Service Company of Colorado (Company), as specified below, for the transportation of gas supplies from Company's Receipt Points to Receiving Party at the following Delivery Point(s):

12603 County Road 33, Sterling, CO 80751

Load Point # 0399324201

Receiving Party authorizes Agent Shipper to act on its behalf in contracting for gas transportation services provided by Company, arranging for the delivery of gas quantities to Company's Receipt Point(s) for Receiving Party including submitting all nominations therefore, managing gas transportation imbalances incurred on behalf of Receiving Party, receiving invoices from Company and paying all applicable charges for gas transportation service provided by Company to Receiving Party at the above Delivery Point(s). Receiving Party represents and warrants that it has not entered into a gas transportation service agreement with Company for deliveries to the above Delivery Point(s), but instead is hereby designating Agent Shipper to enter into such agreement with Company for that purpose on its behalf.

Agent Shipper and Receiving Party acknowledge that all service provided by Company is for the benefit of Receiving Party, and in the event that Agent Shipper or Receiving Party fails to make timely payment for service provided by Company, or otherwise is in default under the provision's of Company's Gas Transportation Tariff, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in accordance with Company's Gas Transportation Tariff. If such termination of service is as a result of Agent Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Agent Shipper, until Company receives full and complete payment. Agent Shipper and Receiving Party shall be jointly and severally liable for all payments due and owing Company for all services provided.

As of the date in Section 9 below, Agent Shipper shall be authorized, in the following manner, to act on Receiving Party's behalf in obtaining and managing Company's gas transportation services.

- 1.) Agent Shipper shall be authorized to negotiate and execute gas transportation service agreement(s) with Company for the delivery of gas from various Receipt Points to the Delivery Point(s) specified above on behalf of Receiving Party. Receiving Party acknowledges and agrees that such agreement may be a Master Agreement, as defined in the Gas Transportation Tariff, that may include additional delivery points to other Receiving Parties that similarly have designated Agent Shipper as their agent.
- 2.) Receiving Party acknowledges and agrees that, in order for Agent Shipper to carry out its responsibilities hereunder, Agent Shipper shall have access to daily transportation quantities for all Delivery Points specified above. In addition, Agent Shipper shall be authorized to obtain from Company information pertaining to Receiving Party's historical natural gas utilization at the Delivery Point(s) specified above.
- 3.) Agent Shipper shall nominate to Company, on Receiving Party's behalf for each of the

- 7.) Upon execution of said transportation agreement(s) by Agent Shipper for Receiving Party, Receiving Party shall be bound by the terms and conditions thereof as if Receiving Party had signed said agreement(s) directly as to the Delivery Point(s) specified above. After executing gas transportation agreement(s) for Receiving Party, Agent Shipper shall pay all applicable charges incurred for the benefit of Receiving Party in accordance with the Rules and Regulations for Natural Gas Service and the Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission, including any charges for imbalance cashouts or any natural gas sold by Company thereunder.
- 8.) All obligations of Agent Shipper and Receiving Party to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.
- 9.) This Agency Agreement shall become effective as of 04/1/2019.

This Agency Agreement is made and entered into this ____ day of _____, 2019.

SIGNED:

(Receiving Party)

(Agent Shipper)

Logan County
(print name)

Centerpoint Energy Services, Inc.
Sandra Kendrick
(print name)

Title: _____

Title: Operations

RESOLUTION

NO. 2019 -16

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

**SUBDIVISION EXEMPTION FOR CHARLES ANTHONY GERK
AND LAUREN ELIZABETH GERK**

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

WHEREAS, Charles Anthony Gerk and Lauren Elizabeth Gerk have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the Southeast Quarter (SE1/4) of Section 3, Township 8 North, Range 50 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southeast corner of said Section 3, thence North 0°20'25" East along the East line of said SE1/4 of Section 3 a distance of 439.97 feet to the true point of beginning; thence South 88°29'05" West a distance of 1096.86 feet; thence North 0°20'25" East a distance of 1167.81 feet; thence South 89°39'35" East a distance of 641.29 feet; thence South 0°20'25" West a distance of 1012.23 feet; thence South 89°39'35" East a distance of 455.00 feet to a point on the East line of said SE1/4 of Section 3; thence South 0°20'25" West along the East line of said SE1/4 of Section 3 a distance of 120.06 feet to the point of beginning and containing 18.37 acres, more or less, subject to a county road right-of-way along the East line of said Section 3 and **together** with a 15 foot underground electric easement in the Southeast Quarter (SE1/4) of Section 3, Township 8 North, Range 50 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 7.5 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Section 3; thence North 0°20'25" East along the East line of said SE1/4 of Section 3 a distance of 1203.51 feet to the true point of beginning; thence North 75°36'30" West a distance of 469.03 feet and terminating on the East line of the above described parcel, subject to a county road right-of-way along the East line of said Section 3. The sidelines of said Easement to be lengthened or shortened to terminate on the East line of the above described parcel.

(As represented on official Subdivision Exemption Plat #2019 - 16); and

WHEREAS, Charles Anthony Gerk and Lauren Elizabeth Gerk, intend to create a parcel, consisting of 18.37 acres subdivided from a 257 acre parcel in the Agricultural (A) zone districts, for use as a residence; and

WHEREAS, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on March 15, 2019; and

WHEREAS, a public hearing was held by the Board of County Commissioners on March 19, 2019, at which time the Board reviewed the application and any exhibits, and heard the comments of staff and any interested parties; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Charles Anthony Gerk and Lauren Elizabeth Gerk for a Subdivision Exemption for the creation of a 18.37 acre parcel in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2019 - 16, is hereby approved provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 19th day of March, 2019.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

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

(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 19th day of March, 2019.

County Clerk and Recorder

RESOLUTION

NO. 2019-17

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

**SUBDIVISION EXEMPTION FOR CHARLES ANTHONY GERK
AND LAUREN ELIZABETH GERK**

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

WHEREAS, Charles Anthony Gerk and Lauren Elizabeth Gerk have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the Southeast Quarter (SE1/4) of Section 3, Township 8 North, Range 50 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southeast corner of said Section 3, thence North 0°20'25" East along the East line of said SE1/4 of Section 3 a distance of 560.03 feet to the true point of beginning; thence continuing North 0°20'25" East along the East line of said SE1/4 of Section 3 a distance of 1012.23 feet; thence North 89°39'35" West a distance of 455.00 feet; thence South 0°20'25" West a distance of 1012.23 feet; thence South 89°39'35" East a distance of 455.00 feet to the point of beginning and containing 10.57 acres, more or less, subject to a county road right-of-way along the East line of said Section 3 and subject to a 15 foot underground electric easement in the Southeast Quarter (SE1/4) of Section 3, Township 8 North, Range 50 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 7.5 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Section 3; thence North 0°20'25" East along the East line of said SE1/4 of Section 3 a distance of 1203.51 feet to the true point of beginning; thence North 75°36'30" West a distance of 469.03 feet and terminating on the West line of the above described parcel, subject to a county road right-of-way along the East line of said Section 3. The sidelines of said Easement to be lengthened or shortened to terminate on the West line of the above described parcel.

(As represented on official Subdivision Exemption Plat #2019 - 17); and

WHEREAS, Charles Anthony Gerk and Lauren Elizabeth Gerk, intend to create a parcel, consisting of 10.57 acres subdivided from a 257 acre parcel in the Agricultural (A) zone districts, for use as a residence; and

WHEREAS, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on March 15, 2019; and

WHEREAS, a public hearing was held by the Board of County Commissioners on March 19, 2019, at which time the Board reviewed the application and any exhibits, and heard the comments of staff and any interested parties; and

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

1. That the exemption is consistent with and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. section 30-28-101, et. seq.

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

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Charles Anthony Gerk and Lauren Elizabeth Gerk for a Subdivision Exemption for the creation of a 10.57 acre parcel in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2019 - 17, is hereby approved provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 19th day of March, 2019.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

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

(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 19th day of March, 2019.

County Clerk and Recorder

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

Date 1-30-2019

1. Name of Subdivision Exemption Charles Anthony Gerk & Lauren Elizabeth Gerk
2. Name of Applicant Charles Gerk Phone 970.580.3034
Address 17249 C.R. 69 Fleming Co 80728
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent n/a Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Same Phone _____
Address same
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer n/a Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert McAtee Phone 970.522.1960
Address 615 S. Tenth Ave. Sterling, Co 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney n/a Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the West side of C.R. 69
4,000 Feet North of U.S. Hwy 6
(Direction) (Street)
9. Postal Delivery Area 80728 School District RE3 Frenchman
10. Total Acreage 257.8 Zone AG Number of Lots 2
11. Tax Map Designation: Section/Township/Range 03-08-50 Lot(s) 2
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?
If so, list Case No. and Name n/a
13. Is Deed recorded in Torrens System: Number n/a
14. Is Deed recorded in General System: Book 1014 Page 61
15. Current Land Use: Agriculture
16. Proposed Use of Each Parcel: Agriculture / Residential

GERK, Charles A & Lauren E
2019 Subdivision Exemption
10.57 # 18.37 acre SE4 Section 03-08-50
17109 C.R. 69, Fleming

17. Proposed Water and Sewer Facilities: existing

18. Proposed Public Access to each new parcel: existing

19. Reason for request of this exemption (may use additional pages): _____

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

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

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

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

Charles Anthony Gerke hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

X 
(Applicant Signature)

Mailing Address:

17249 C.R. 69
Fleming, Co 80728

MY COMMISSION EXPIRES:

GERK, Charles A & Lauren E
2019 Subdivision Exemption
10.57 ~~8~~ 18.37 acre SE4 Section 03-08-50
17109 C.R. 69, Fleming

FOR COUNTY USE:

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

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption Approval: _____

Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption Approval: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

SUBDIVISION EXEMPTION PLAT NUMBER
FOR CHARLES ANTHONY GERK AND LAUREN ELIZABETH GERK

SURVEYOR'S STATEMENT

I, ANNE M. KORBE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF. I FURTHER STATE THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BY: ANNE M. KORBE
FOR AND ON BEHALF OF
LEIBERT-McATEE & ASSOCIATES, INC.
R.L.S. NO. 26964

PRELIMINARY

DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 50 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°20'25" EAST ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 3 A DISTANCE OF 439.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°29'05" WEST A DISTANCE OF 1066.86 FEET; THENCE NORTH 0°20'25" EAST A DISTANCE OF 1187.41 FEET; THENCE SOUTH 89°30'35" EAST A DISTANCE OF 641.29 FEET; THENCE SOUTH 0°20'25" WEST A DISTANCE OF 1012.23 FEET; THENCE SOUTH 89°30'35" EAST A DISTANCE OF 455.00 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4 OF SECTION 3; THENCE SOUTH 0°20'25" WEST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 120.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.37 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 3 AND TOGETHER WITH A 15 FOOT UNDERGROUND ELECTRIC EASEMENT IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 50 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID EASEMENT BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°20'25" EAST ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 3 A DISTANCE OF 1200.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 75°36'30" WEST A DISTANCE OF 469.03 FEET AND TERMINATING ON THE EAST LINE OF THE ABOVE DESCRIBED PARCEL, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 3. THE SIDELINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO TERMINATE ON THE EAST LINE OF THE ABOVE DESCRIBED PARCEL.

OWNER'S CERTIFICATE

CHARLES ANTHONY GERK AND LAUREN ELIZABETH GERK BEING THE SOLE OWNERS IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY DIVIDE THE SAME AS SHOWN ON THE ATTACHED MAP.

CHARLES ANTHONY GERK LAUREN ELIZABETH GERK
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS
DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC WITNESS MY HAND & SEAL

PLANNING COORDINATOR CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND APPEARS TO COMPLY WITH ALL THE REQUIREMENTS.

PLANNING COORDINATOR DATE

CHAIRMAN-LOGAN COUNTY PLANNING COMMISSION CERTIFICATE

I HAVE REVIEWED THIS PLAT AND CONCUR WITH STAFF THAT THIS PLAT APPEARS TO BE IN CONFORMANCE WITH ALL THE REQUIREMENTS OF ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND SUBMIT THIS TO THE BOARD OF COUNTY COMMISSIONERS FOR FINAL APPROVAL.

CHAIRMAN-LOGAN COUNTY PLANNING COMMISSION DATE

BOARD OF COUNTY COMMISSIONERS
CERTIFICATE

THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS _____ DAY
OF _____, 20____.

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS DATED

ATTES:
COUNTY CLERK AND RECORDER

BY _____

DATE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT CHARLES ANTHONY GERK AND LAUREN ELIZABETH GERK ARE THE OWNERS OF LAND INCLUDED WITHIN THE PLAT SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND WE HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH, THE PUBLIC ROADWAYS AND PUBLIC UTILITY EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF THIS DEDICATION IS EXECUTED THIS _____ DAY
OF _____, 20____.

CHARLES ANTHONY GERK LAUREN ELIZABETH GERK

STATE OF COLORADO) SS

COUNTY OF LOGAN)

THIS DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____, 20____.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL

_____(SEAL)

MY COMMISSION EXPIRES _____

PLAT NOTE

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY. RESOLUTION #98-53 RECORDED SEPTEMBER 21, 1999, IN BOOK 825 AT PAGE 430 OF THE LOGAN COUNTY RECORDS. PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

RECORDER'S CERTIFICATE

I, _____, CLERK AND RECORDER OF LOGAN COUNTY, COLORADO, HEREBY CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO ON THE _____ DAY OF _____, 20____, ACCEPTED ON BEHALF OF THE PUBLIC THE FOREGOING DESCRIBED PARCEL OF REAL PROPERTY OFFERED FOR DEDICATION FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION

_____(SEAL)
CLERK AND RECORDER, LOGAN COUNTY, COLORADO

REVISIONS
LEIBERT-McATEE & ASSOCIATES, INC.
P.O. BOX 442 615 SOUTH TENTH AVENUE
STERLING, CO 80751 970-522-1960

TITLE
SUBDIVISION EXEMPTION PLAT NUMBER
FOR CHARLES ANTHONY GERK AND LAUREN ELIZABETH GERK
IN THE SE1/4 OF SECTION 3, T8N, R50W OF THE
6TH P.M., LOGAN COUNTY, COLORADO

SCALE: 1"=100' DR. BY: AK DRAWING NO.
DATE: 1-15-19 PROJECT: 031-19 SHEET 1 of 1

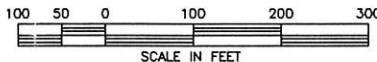
NORTHEAST CORNER OF SE1/4
OF SECTION 3, T8N, R50W
FOUND NO. 5 REBAR WITH
1-1/2" RILEDIBLE METAL CAP
0.5'± BELOW ROAD

S89°39'35"E
641.29'



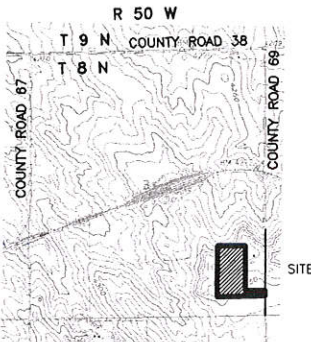
18.37 ACRES

SCALE: 1" = 100'
U.S. SURVEY FEET



LEGEND

- ♦ ALIQUOT CORNER AS DESCRIBED
- o SET NO. 5 REBAR 24" LONG AT GROUND LEVEL WITH YELLOW PLASTIC CAP STAMPED "RLS 26964"
- *pp POWER POLE



VICINITY MAP
NOT TO SCALE

NOTES

EASEMENT INFORMATION AS PER _____

BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE EAST LINE OF THE SE1/4 OF SECTION 3, T8N, R50W BEARS NORTH 0°20'25" EAST. THE SOUTHEAST AND NORTHEAST CORNERS OF SAID SE1/4 ARE MONUMENTED AS SHOWN.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SOUTHEAST CORNER OF
SECTION 3, T8N, R50W
WITH 2-1/2" METAL CAP
0.5'± BELOW ROAD AND
STAMPED



NORTHEAST CORNER OF SE1/4
OF SECTION 3, T8N, R50W
FOUND NO. 5 REBAR WITH
1-1/2" ILLEGIBLE METAL CAP
0.3'± BELOW ROAD

I, ANNE M. KORB, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF. I FURTHER STATE THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

PRELIMINARY

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 50 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING THE EAST HALF OF SAID SECTION 3, COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0°20'25" EAST ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 3 A DISTANCE OF 560.03 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89°39'35" WEST ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 3 A DISTANCE OF 1012.23 FEET; THENCE NORTH 89°39'35" WEST A DISTANCE OF 458.00 FEET; THENCE SOUTH 0°20'25" WEST A DISTANCE OF 1012.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING 10.51 ACRES, MORE OR LESS, BEING A PARCEL CONTAINING 10.57 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 3 AND SUBJECT TO A 15 FOOT UNDERGROUND ELECTRIC TRANSMISSION LINE RIGHT-OF-WAY ALONG THE WEST LINE OF SAID SECTION 3, SAID PARCEL BEING OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID EASEMENT BEING 7.5 FEET WIDE, BEING THE FOURTH QUARTER OF SAID SECTION 3, COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0°20'25" EAST ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 3 A DISTANCE OF 1035.51 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89°39'35" WEST ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 3 A DISTANCE OF 1012.23 FEET, THENCE SOUTH 0°20'25" WEST A DISTANCE OF 1012.33 FEET, THENCE NORTH 89°39'35" WEST A DISTANCE OF 458.00 FEET, AND TERMINATING ON THE WEST LINE OF THE ABOVE DESCRIBED PARCEL, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 3, THE SIDELINES OF SAID PARCEL BEING TO BE UNDOUBTED OR SHORTENED TO TERMINATE ON THE WEST LINE OF THE ABOVE DESCRIBED PARCEL.

CHARLES ANTHONY GERK AND LAUREN ELIZABETH GERK BEING THE SOLE OWNERS IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY DIVIDE THE SAME AS SHOWN ON THE ATTACHED MAP.

MY COMMISSION EXPIRES:

NOTARY PUBLIC WITNESS MY HAND & SEAL

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND APPEARS TO COMPLY WITH ALL THE REQUIREMENTS.

PLANNING COORDINATOR _____ DATE _____

I HAVE REVIEWED THIS PLAT AND CONCUR WITH STAFF THAT THIS PLAT APPEARS TO BE IN CONFORMANCE WITH ALL THE REQUIREMENTS OF ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND SUBMIT THIS TO THE BOARD OF COUNTY COMMISSIONERS FOR FINAL APPROVAL.

CHAIRMAN-LOGAN COUNTY PLANNING COMMISSION DATE

THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS _____ DAY
OF _____, 20____.

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

ATTEST:
COUNTY CLERK AND RECORDER

BY _____

DATE_

KNOW ALL MEN BY THESE PRESENTS:

THAT CHARLES ANTHONY GERK AND LAUREN ELIZABETH GERK ARE THE OWNERS OF LAND INCLUDED WITHIN THE PLAT SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND WE HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH, THE PUBLIC ROADWAYS AND PUBLIC UTILITY EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES:

IN WITNESS WHEREOF THIS DEDICATION IS EXECUTED THIS _____ DAY
OF _____, 20____.

CHARLES ANTHONY GERK

LAUREN ELIZABETH GERK

STATE OF COLORADO)

COUNTY OF LOGAN)

THIS DEDICATION WAS A

THIS _____ DAY OF _____, 20____,

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____ (SEAL)

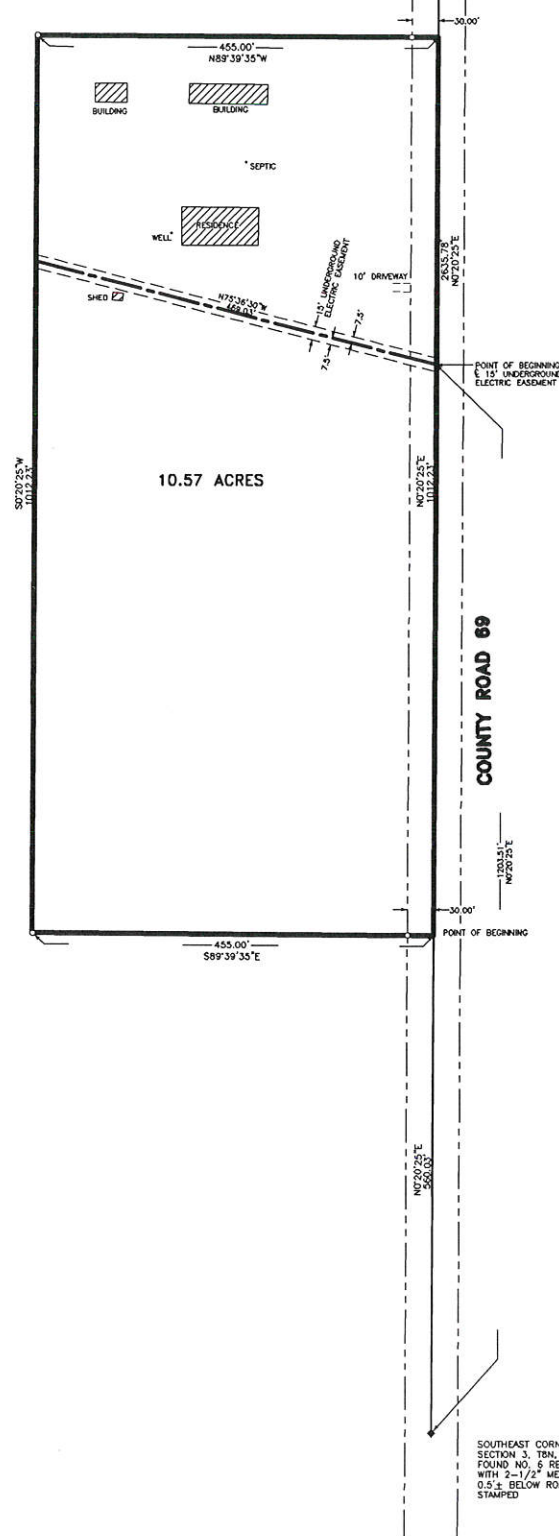
MY COMMISSION EXPIRES _____

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY. RESOLUTION #99-50
RECORDED SEPTEMBER 21, 1999, IN BOOK 925 AT PAGE 430 OF THE LOGAN COUNTY RECORDS.
PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

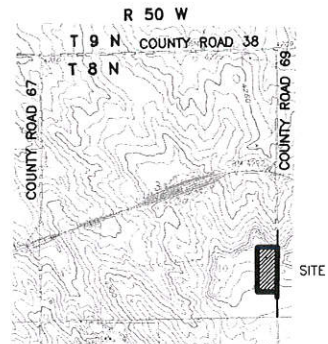
I, _____, CLERK AND RECORDER OF LOGAN COUNTY, COLORADO, HEREBY CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO ON THE _____ DAY OF _____, 20____, ACCEPTED ON BEHALF OF THE PUBLIC THE FOREGOING DESCRIBED PARCEL OF REAL PROPERTY OFFERED FOR DEDICATION FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION

CLERK AND RECORDER, LOGAN COUNTY, COLORADO (SEAL)

REVISIONS	LEIBERT-McATEE & ASSOCIATES, INC. P.O. BOX 442 615 SOUTH TENTH AVENUE STERLING, CO 80751 970-522-1960		
	TITLE		
	SUBDIVISION EXEMPTION PLAT NUMBER		
	FOR CHARLES ANTHONY GERK AND LAUREN ELIZABETH GERK		
	IN THE SE 1/4 OF SECTION 3, T8N, R90W OF THE		
	6TH P.M., LOGAN COUNTY, COLORADO		
	SCALE: 1"=100'	DR. BY: AK	DRAWING NO.
	DATE: 1-15-19	PROJECT: 030-19	SHEET 1 of 1



♦	ALIQUOT CORNER AS DESCRIBED
○	SET NO. 5 REBAR 24" LONG AT GROUND LEVEL WITH YELLOW PLASTIC CAP STAMPED "RLS 26964"
•pp	POWER POLE



VICINITY MAP
NOT TO SCALE

NOTES

BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE EAST LINE OF THE SE1/4 OF SECTION 3, T8N, R50W BEARS NORTH 0°20'25" EAST. THE SOUTHEAST AND NORTHEAST CORNERS OF SAID SE1/4 ARE MONUMENTED AS SHOWN.

NOTICE

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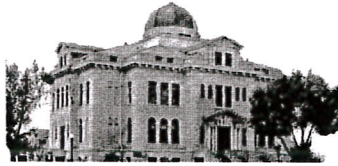
SOUTHEAST CORNER OF
SECTION 3, T8N, R50W
FOUND NO. 6 REBAR
WITH 2-1/2" METAL CAP
0.5'± BELOW ROAD AND
STAMPED

ANNE M. KORBE
T8N R50W
S3 | S2
S10 | S11
2001
RLS 2696*

Joseph A. McBride, Chairman
Commissioner District Two

Byron H. Pelton
Commissioner District One

Jane Bauder
Commissioner District Three



Office Phone
970-522-0888
FAX 970-522-4018
TTY 970-526-5383

Web: www.logancountyco.gov
E-mail: commissioners@logancountyco.gov

**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

WATER SHARES FOR LEASE

The Logan County Board of Commissioners is offering the lease of four shares of the Sterling Irrigation Company and the associated water delivery allocated by the Sterling Irrigation Company to those shares for the 2019 growing season. An option may be granted by Logan County to extend the lease for the 2020 growing season with the same price and payment terms. Logan County will pay the 2019 assessments to the Sterling Irrigation Company (and the 2020 assessments, if applicable). Prospective lessee must be an existing shareholder of the Sterling Irrigation Company. One-half due at signing of lease agreement, second half due July 1, 2019.

SEALED proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope labeled "Water Shares Proposal" by 5:00 p.m., Monday, March 18, 2019. Said proposals will be opened at 9:00 a.m. Tuesday, March 19, 2019 at the Logan County Courthouse.

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

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

RESOLUTION

NO. 2019-18

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, DECLARING LOGAN COUNTY TO BE A SECOND AMENDMENT SANCTUARY COUNTY.

WHEREAS, §30-11-101, C.R.S. provides that Counties have the authority to adopt and enforce ordinances and resolutions regarding health, safety, and welfare issues; and

WHEREAS, §30-11-103, C.R.S provides that the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and

WHEREAS, the Second Amendment to the United States Constitution, adopted in 1791 as part of the Bill of Rights, protects the inalienable and individual right of the people to keep and bear arms; and

WHEREAS, Article II, Section 3 of the Constitution of Colorado provides that all “persons have certain inalienable rights, among which may be reckoned the right of enjoying and defending their lives and liberties; of acquiring, possessing and protecting property; and of seeking and obtaining their safety and happiness”; and

WHEREAS, Article II, Section 13 of the Constitution of Colorado provides that the “right of no person to keep and bear arms in defense of his home, person and property, or in aid of the civil power when thereto legally summoned, shall be called in question”; and

WHEREAS, Article II, Section 7 of the Constitution of Colorado provides that the “people shall be secure in their persons, papers, homes and effects, from unreasonable searches and seizures”; and

WHEREAS, Article II, Section 15 of the Constitution of Colorado provides that “[P]rivate property shall not be taken or damaged, for public or private use, without just compensation,” which the Colorado Supreme Court has indicated includes a legal interference with the physical use, possession, disposition, or enjoyment of the property, including temporarily; and

WHEREAS, House Bill 19-1177 infringes upon the inalienable rights of the citizens of unincorporated Logan County by allowing for family or household members and law enforcement officers to petition for the temporary removal of weapons, *ex parte* and with a minimal burden of proof, and without advance notice to lawful gun owners, contemplating search warrants that order peace officers to forcibly enter premises and seize a citizen’s property with no evidence of a crime having been committed, and further shifting the burden of proof to gun owners accused under this

law to thereafter prove that they are not a significant risk of causing personal injury to themselves or others, all while being held to a higher standard of proof by clear and convincing evidence; and

WHEREAS, by allowing for confiscation of concealed handgun permits by court order, House Bill 19-1177, improperly inserts the judiciary into the purview of the elected Sheriff in administering his or her concealed handgun permit program under existing Colorado law; and

WHEREAS, House Bill 19-1177 is woefully off target in that it fails to address the heart of the mental health crisis in our communities, to wit: the failure of communities to fund and provide services to the people in need, instead of penalizing them and criminalizing otherwise lawful conduct; and

WHEREAS, the Logan County Sheriff and the Board have come to recognize that government needs to be more, not less, judicious in how we use force in encounters with those suffering mental health issues; and

WHEREAS, the best way to prevent gun violence is to address the growing mental health crisis, and not to limit the inalienable rights of law-abiding citizens; and

WHEREAS, the citizens of Logan County derive economic benefit from lawful use of firearms, including hunting, recreation and shooting sports; and

WHEREAS, the members of this Board took an oath to support and defend the United States Constitution, the Constitution of the State of Colorado and the laws of the State of Colorado and by implication question the constitutionality of legislation that infringes upon constitutional rights; and

WHEREAS, the Logan County Sheriff, a constitutional officer of the State of Colorado, took an oath to support and defend the United States Constitution, the Constitution of the State of Colorado and the laws of the State of Colorado.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County by the authority granted the Board by the laws of the State of Colorado and the people of Logan County, Colorado to stand and defend their rights and liberties, which are guaranteed by the United States and Colorado Constitutions, we hereby declare this Resolution to be a Second Amendment Preservation Resolution.

BE IT FURTHER RESOLVED that this Board does hereby pledge not to appropriate funds, resources, employees, or agencies to initiate unconstitutional seizures in unincorporated

Logan County and also affirms its support for the duly elected Sheriff of Logan County, Colorado and decisions he makes to refuse to initiate unconstitutional actions against citizens.

BE IT FURTHER RESOLVED that in coordination with the Logan County Sheriff, the Board commits to actively resist the bill in its current and subsequent forms, including leading the charge in legal action if warranted, to protect the Second Amendment rights of all lawful gun owners in the state, and not just in Logan County. We invite all like-minded counties to join us in this effort.

BE IT FURTHER RESOLVED that the Board demands that the legislature cease and desist any further actions restricting the Second Amendment rights of citizens and instead address the real and fundamental challenges of mental illness in our communities.

ADOPTED AND DONE this 19th day of March, 2019, at Sterling, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

By: _____
Pamela M. Bacon
Logan County Clerk and Recorder

By: _____
Joseph A. McBride, Chairman

By: _____
Byron H. Pelton, Commissioner

By: _____
Jane E. Bauder, Commissioner