



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, May 4, 2021 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the April 20, 2021 meeting.

Acknowledge the receipt of the Veteran's Service Officer's Monthly Report and Certification of Pay form for the month of April, 2021.

The Board will sign the title for a 2006 Ford Pickup, VIN 3FRLL45Z36V397922. The vehicle is being sold for scrap.

Unfinished Business
New Business

Consideration of the approval of the Logan County Hazard Mitigation Plan Element to be added to the 2021 Northeast Colorado Regional Hazard Mitigation Plan.

Consideration of the approval of an agreement between Logan County and Ben Hewes Group and issuance of Right of Way Permit #2021-7 for use of the County Right of Way along County Road 330 for a driveway access.

The Board will open a public hearing for the Consideration of the approval of Resolution 2021-18 granting a Conditional Use Permit (CUP) #250 to operate a Sand and Gravel Mining Pit known as the Barkley Pit in an agricultural Zone District located in the North Half (N2) of Section 17, Township 6 North, Range 49 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of a Lease Agreement with Option to Buy Gravel Aggregate Material between Logan County and Barkley Ventures, LLC for lease of a parcel of land in the North Half (N1/2) of Section 17, Township 6 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of an Agreement to Extend Contract between Logan County and Heartland Pulling, LLC for the promotion and production of a sanctioned tractor pull at the Logan County Fairgrounds during the 2021 Logan County Fair.

Consideration of the approval of an Agreement to Extend Contract between Logan County and Rocky Mountain Derby Promotions (formerly known as Go-Derby Promotions) for the promotion and production of the 2021 Logan County Demolition Derby.

Consideration of the approval of an Agreement to Extend Contract between Logan County and Wagner's Carnival, LLC for the set up and operation of a complete carnival at the Logan County Fairgrounds during the 2021 Logan County Fair.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, May 18, 2021, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

April 20, 2021

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

Byron Pelton
Jane Bauder
Joseph A. McBride

Chairman
Commissioner - Absent
Commissioner

Also present:

Alan Samber
Pamela M. Bacon
Marilee Johnson

Logan County Attorney
Logan County Clerk
Tourist Information Center Director/County Public
Information Officer
Emergency Management
Logan County Planning and Zoning
Logan County Lodging
NJC Young Farmers
Logan County Fair
Journal Advocate

Jerry Casebolt
Rob Quint
David Conley
Dave Lieber
Morgan Lulf
Jeff Rice

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the April 6, 2021 meeting.
- Acknowledge the receipt of the Clerk and Recorder's report for the month of March, 2021.
- Acknowledge the receipt of the Sheriff's Fee report for the month of March, 2021.
- Acknowledge the receipt of the Treasurer's report for the month of March, 2021.
- Ratify the signing of the titles for cars that were sold at a consignment auction on April 12, 2021. 2007 Dodge Charger 2B3KA43H77H673289; 2008 Chevy Impala 2G1WB55K381273308; 2012 Dodge Charger 2C3CDXAT9CH258833; 2013 Dodge Mini Van, 2C4RDBG7DR773011; 2013 Dodge Charger 2C3CDXAT7DH721120

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

Chairmen Pelton continued with New Business:

The Board will hold a public hearing for the application of Sterling Ducks Unlimited for a Malt, Vinous and Spirituous Special Events Liquor License for the premises described as the Logan County Fairgrounds, 1120 Pawnee Avenue for April 24, 2021. Hearing no comments Chairmen Pelton closed the public hearing.

Commissioner McBride moved to approve the application of Sterling Ducks Unlimited for a Malt, Vinous and Spirituous Special Events Liquor License for the premises described as the Logan County Fairgrounds, 1120 Pawnee Avenue for April 24, 2021. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-16 amending the Logan County IRC Section 125 Flexible Benefits Plan to include masks, hand sanitizer and sanitizing wipes as eligible expenses under SS 213(d) of the Internal Revenue Code. Commissioner Pelton seconded and the motion carried 2-0.

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

- Colorado Flatlanders 29th Annual Rod Run in the amount of \$3,500.00.
- Explore Northeast Colorado in the amount of \$4,000.00.
- Logan County Fair & Rodeo in the amount of \$6,000
- High Plains Outdoor Show, Truck and Tractor Pull in the amount of \$3,500.00.
- Mile High Sports Magazine in the amount of \$2,700.00.
- Tourist Center Director Salary in the amount of \$33,000.00.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project Colorado Flatlanders 29th Annual Rod Run in the amount of \$3,500.00. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Pelton moved to approve the Logan County Lodging Tax Board Project Explore Northeast Colorado in the amount of \$4,000.00. Commissioner McBride seconded and the motion carried 2-0.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project Logan County Fair & Rodeo in the amount of \$6,000. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Pelton moved to approve the Logan County Lodging Tax Board Project High Plains Outdoor Show, Truck and Tractor Pull in the amount of \$3,500.00. Commissioner McBride seconded and the motion carried 2-0.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project Mile High Sports Magazine in the amount of \$2,700.00. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Pelton moved to approve the Logan County Lodging Tax Board Project Tourist Center Director Salary in the amount of \$33,000.00. Commissioner McBride seconded and the motion carried 2-0.

Commissioner McBride moved to award the bids recommended by the Fair Board for the following services for the Logan County Fair:

- Superintendent's BBQ – Logan County 4-H Foundation - \$9.00/plate.
- Ticket Takers & Ushers – Caliche After Prom - \$3,300.
- Grandstand & Event Center Cleanup – Tony Walden - \$3,300.
- Restroom Cleanup – Tony Waldon - \$3,400.
- Gate Keepers – Tony Waldon - \$1,900.
- Trash Disposal – Waste Management - \$3,919.
- Portable Restrooms – Waste Management - \$1,920.

Commissioner Pelton seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-17 for Subdivision Exemption on behalf of Vandembark & Sons, Inc. to create a 4.43-acre parcel from a 547-acre parcel in an Agricultural (A) zone district located in the Northwest Quarter (NW1/4) of Section 24, Township 8 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Mears Group and issuance of Right of Way Permit #2021-6 for use of the County's Right of Way along for ROW along 19930 Barnes Circle for a gas main and service. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner McBride moved to approve an application for Fireworks Display Permit on behalf of Sterling Boat Club to display fireworks on July 2, or 3, 2021 at the Sterling Boat Club boat dock at North Sterling State Park. Commissioner Pelton seconded and the motion carried 2-0.

Other Business

The next meeting will be scheduled for Tuesday, May 4, 2021, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:55 a.m.

Submitted by:


Logan County Clerk & Recorder

Approved: May 4, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of logan Month of April 2021

Telephone Calls	<u>83</u>	<u>from vets - 37</u> <u>to vets - 34</u>	<u>concerning vets - 09</u> <u>professional - 03</u>
Appointments	<u>47</u>	<u>office - 26</u> <u>home - 15</u>	<u>inquiries 06</u>
Outreach	<u>00</u>		<u>Emails/text messages</u> <u>from vets - 28 to vets - 27</u>
Total Served	<u>130</u>		<u>concerning vets - 164</u>

Surveys Submitted	<u>07 (new clients)</u>
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WIG #1 Governor's Challenge initiative adopted: (# of times shared)

☒ Lethal Means Safety Video ☒ Gate Keeper Training ☒ Caring Contacts

WIG #2 How many trainings (virtual or in person) have you participated in this month? 03

Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

☒ 35 hours per week or fewer

☐ 36 hours per week or more

For the month of April, 20 21 from Logan county.

Playnie
Signature of County Veterans Service Officer

04/30/2021
Date

Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

County Commissioner or Designee of

County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the **15th** day the following month to:

Colorado Division of Veterans Affairs West

482 28 Road

Grand Junction, CO 81501

Jessica.quackenbush@state.co.us



RESOLUTION

NO. 2021-19

WHEREAS, Logan County, with the assistance from Robert L. Wold Jr., has gathered information and prepared the Northeast Regional Multi-Jurisdictional Hazard Mitigation Plan Update; and,

WHEREAS, the Northeast Regional Multi-Jurisdictional Hazard Mitigation Plan Update has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and,

WHEREAS, Logan County is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, Logan County Board of County Commissioners has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

NOW THEREFORE, BE IT RESOLVED by Logan County Board of County Commissioners that Logan County adopts the Northeast Regional Multi-Jurisdictional Hazard Mitigation Plan Update as this jurisdiction's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

ADOPTED this 4th day of May, 2021 at the meeting of the Logan County Board of County Commissioners

Byron Pelton, County Board Chairman

Jane Bauder, County Commissioner

Joe McBride, County Commissioner

Logan County

HAZARD MITIGATION PLAN ELEMENT DRAFT
FEBRUARY 5, 2021

2021

NORTHEAST COLORADO REGIONAL HAZARD MITIGATION PLAN

Section One – Introduction

Overview

The purpose of the **Logan County Plan Element** is to provide Logan County and political subdivisions within the county with a comprehensive hazard mitigation strategy for reducing long-term risks to people, property and natural resources. It is the intent of this plan to help ensure that Logan County remains a safe place to live and work and to provide a framework for addressing potential future hazards through hazard mitigation planning.

Hazard mitigation is defined by FEMA as “any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event.” Mitigation creates safer communities by reducing loss of life, risk of injury, property damage, and damage to the environment.

The **Logan County Plan Element** is an annex of the **Northeast Colorado Regional Hazard Mitigation Plan**. This Plan Element (“Plan”) is organized into the following sections:

1. **Introduction – Overview and Community Profile**
2. **Risk Assessment**
3. **Capability Assessment**
4. **Vulnerability Assessment**
5. **Mitigation Strategy**
6. **Maintaining and Updating the County Plan Element.**

Participating Jurisdictions and Stakeholders

The jurisdictions and organizations that participated in the 2020 plan update process are identified in Table 1.1 below. *Participating Jurisdictions* that adopt the updated plan are eligible to receive federal hazard mitigation grant funds directly from FEMA. In addition to participating in the planning process and formally adopting the updated plan, Participating Jurisdictions must also identify specific mitigation actions for reducing risks from local hazards. *Stakeholders* are jurisdictions or organizations that participate in and have an interest in the planning process, but are not required to formally adopt the updated plan or identify mitigation actions. Stakeholders that identify specific mitigation actions may be the recipient of federal hazard mitigation grant funds, but are required to work through a Participating Jurisdiction that agrees to sponsor the project application.

Table 1.1 Participating Jurisdictions and Stakeholders

Participating Jurisdictions and Stakeholders		
Logan County*	City of Sterling*	American Red Cross
Crook Fire Protection District	Town of Crook	Buffalo RE-4J School District
Fleming Fire Protection District	Town of Fleming	Frenchman RE-3 School District
Merino Volunteer Fire Department	Town of Iliff	Plateau RE-5 School District
Peetz Fire Protection District	Town of Merino	RE-1 Valley School District
Sterling Rural Fire Protection District	Town of Peetz	Northeast Colorado Health Department
Logan County Water Conservancy District	Sterling #1 Ditch Company	Colorado Division of Homeland Security/Emergency Management

* Participating Jurisdictions

Planning Process and Public Involvement


The planning process was interrupted by the outbreak of the COVID-19 coronavirus. The planning workshop was scheduled for March 18, 2020, the same day that County Commissioners closed all county offices as the pandemic began to spread across Colorado. The Logan County Planning Workshop was the last of the nine county-level planning workshops on the schedule and the only one that had to be canceled due to the pandemic.

As a result, the process was modified to collect information for the updates at a distance rather than through face-to-face meetings and interviews. The members of the Logan County Hazard Mitigation Planning Team listed in the table below participated in the update process virtually, contributing information as requested by the Emergency Manager and reviewing drafts of the County Plan Element. Phone and email were the primary means of communication for communicating with planning team members and obtaining input for updates to the risk assessment, capability assessment, vulnerability assessment and mitigation strategy. The final draft of the County Plan Element was posted on the Logan County and City of Sterling web pages with a comment form to provide the public an opportunity to participate in the process.

Table 1.2 Logan County Hazard Mitigation Planning Team

Logan County Hazard Mitigation Planning Team		
Name	Position	Organization
Jane Bauder	Commissioner	Logan County
Carol Brom	Area Lead	American Red Cross
Mike Burnett	Response Coordination Officer	Northeast Colorado Health Department
Jerry Casebolt	Emergency Manager	Logan County
Chuck Darchuck		Sterling #1 Ditch Company
Traci Davenport	Mayor	Town of Peetz
Jared Davis	Mayor	Town of Merino
Sue Einspahr	Mayor	Town of Fleming
Jeff Hunker	Chief	Crook Fire Protection District
Carolyn Jackson	Mayor	Town of Iliff
Kevin Kurelich	Field Services Area Supervisor	Colorado Division of Homeland Security and Emergency Management
Joe McBride	Commissioner	Logan County
Peggy Michaels	Assessor	Logan County
Shane Miller	Manager	Logan County Water Conservancy District
Byron Pelton	Commissioner	Logan County
Rob Quint	Building Inspector	Logan County Planning, Zoning and Building Department
Lavon Ritter	Chief	Sterling Fire Department/Rural FPD
Don Saling	City Manager	City of Sterling
Nikki Schneider	Mayor	Town of Crook
Steve Schumacher	Chief	Peetz Fire Protection District
Mark Thompson	Mitigation Planning Specialist	Colorado Division of Homeland Security and Emergency Management
Dan Weibers	Chief	Merino Volunteer Fire Department
Lance Williams	Chief	Fleming Fire Protection District
Bob Wold	Consultant	Robert Wold Emergency Management Planning Services
Chance Wright	Supervisor	Logan County Buildings and Grounds Department

Community Profile

	Established	1887
	Land Area (Square Miles)	1,845
	County Seat	Sterling
	Elevation Range	3,750'-4,721'
	Assessed Value (2019)	\$850,434,312
	Top Industry	Agriculture
	Population (2010)	22,293
	Population (2017)	21,889

History

Logan County was once inhabited by different groups of Plains Indians, including the Arapahoe, Cheyenne, Kiowa and Lakota. In the 1860s, miners, explorers, trappers and other settlers traveled through the area along the Overland Trail on their way to the Pacific Coast or to prospect for gold and silver in the Rocky Mountains. Present-day Logan County was part of Weld County until 1887, when the Colorado General Assembly created Logan County following a petition from residents that cited the unreasonably long travel distance to the county seat of Greeley to conduct official business. The county was named in honor of General John A. Logan, a General in the Union Army during the Civil War who died the year before in 1886.

The year 1887 was also the year that the Chicago, Burlington & Quincy Railroad (CB&Q) completed a line from Cheyenne, Wyoming to Holdrege, Nebraska that passed through Sterling, further establishing the town as a rail hub. Two years later in 1889, Phillips and Sedgwick Counties were partitioned from the portion of the original Logan County along the borders of Kansas and Nebraska. By 1890, Sterling's population had grown to 540.

Sterling was incorporated in 1884 and became the county seat of Logan County in 1887. In 1910, the new white-pressed brick and white stone Logan County Courthouse was completed and formally dedicated with a crowd of 6,000 in attendance. On February 22, 1979, the Logan County Courthouse was placed on the National Register of Historic Places and the Courthouse Rotunda underwent a major restoration in the 1980s. In 2003, construction of a new Logan County Justice Center was completed, and the court functions of the county were moved to the new facility. The Board of County Commissioners and county administrative offices are still located in the historic courthouse building.



The Logan County Courthouse was dedicated in 1910 (left) and added to National Register of Historic Places in 1979 (photo on right by Marcia Rogers, M-M Photography).

Known as the Queen City of the Plains, the City of Sterling was incorporated on December 13, 1884. The City of Sterling Charter was adopted on May 2, 1950 and Sterling became a Home Rule City on January 1, 1952. Unusually wet years in the mid-1880s led to more settlement in Logan County as word spread of productive agriculture in the South Platte River Valley. By 1890 the county population had grown to 3,070 and there were more than a dozen irrigation ditches supporting crops in the county. The communities that the new arrivals built included Merino, first settled as “Buffalo” in the early 1870s; Crook, established in 1881 along the Union Pacific Railroad line; Iliff, a major cattle-shipping station platted in 1887 and; Atwood, founded in 1885 by farmers from Abilene, Kansas. Fleming is a Statutory Town located 20 miles east of Sterling on US Highway 6 that was incorporated in 1917. The small Statutory Town of Peetz, incorporated in 1917, is located on Peetz Plateau in northern Logan County near the Nebraska state line.

In the first part of the 20th century, the sugar beet industry thrived in Colorado and Great Western Sugar Company operated a beet processing facility in Logan County from 1905-1985. Population and commerce in Logan County declined during the Great Depression, Dust Bowl days and World War II, but agriculture remained the backbone of the local economy. Today, Logan County is one of the most agriculturally productive areas in Colorado. According to the 2017 Census of Agriculture, there are 861 farms in Logan County and more than one million acres in agricultural production. The average farm size is 1,322 acres.

Geography

Logan County is located on the High Plains of northeastern Colorado in the agriculturally-rich South Platte River valley and is primarily a rural area with many irrigated and dry land farms as well as beef, sheep and dairy ranches. The total land area of Logan County is approximately 1,845 square miles. Interstate 76 and the South Platte River traverse the county and most of the population resides in the communities located along the river and interstate. State Highways 6, 14, 55, 61, 63, 113 and 138 are the other highways that cross the county. Logan County is served by the Burlington Northern Santa Fe Railway and Union Pacific Railroad. Logan County is divided into four fire protection districts: Sterling Rural Fire Protection District, Fleming Fire Protection District, Peetz Fire Protection District, and Crook Fire Protection District. The City of Sterling is protected by its own fire department.

The topography of Logan County is mostly flat farmlands and gently rolling prairie. The vegetation in the area includes farm crops and prairie grasses. The prairie contains native mixed grasses, small brush, and some introduced grass species (generally described as "short grass"). The sandhill steppe is a conglomerate of sand sage and mixed grasses, generally including some introduced grass species. The cultivated agricultural land is used to produce various crops, including corn, winter wheat, sugar beets, onions, grass hay, alfalfa hay, carrots, beans, cabbage, sunflowers, millets and others. The predominant soils in the area consist of sand and sandy loam soils with smaller amounts of silt loam and clay loam. The streams and drainages with the highest flood risk are Pawnee Creek, Sand Creek and the South Platte River.

Climate

According to the Colorado Climate Center, the climate of Logan County is characterized by low relative humidity, frequent sunshine, infrequent moisture, moderate to high winds, and temperature extremes that range from zero to -15°F in winter months to daily maximum temperatures of 95°F or above during the summer. Over the last 10 years (2010-2019), the average high temperature across the county was 65°F and the average low temperature was 35°F. The average annual precipitation for Logan County over the period was 16 to 17 inches and the average annual snowfall was 40 inches. Precipitation is seasonal, with most of the annual total (70-80%) falling during the growing season from April through September. Logan County enjoys 331 days of sunshine annually.

Large thunderstorms are common in the spring and summer months and capable of producing small- to medium-size tornadoes, crop-damaging hail, and heavy rainfall that can result in localized flood events. Although winter weather is generally dry, severe winter weather events are fairly common, including blizzards and wind-blown snow that results in closed highways and isolated communities and rural residents. Fall is the most stable time of year for weather conditions, with much cooler temperatures and very low humidity levels for most of the season. Multi-year drought is common to the area, such as the intense widespread drought of the early 2000s.

Population

Logan County has experienced a slight decrease in population since 2010, from 22,293 to a total population in 2017 of 21,889 (-1.81%). Sterling, the most populous city in Logan County, also experienced a slight drop from 14,354 in 2010 to 13,961 in 2017 (-2.74%). Other population characteristics for Logan County from the 2017 U.S. Census are shown in the following table.

Table 1.3 Population Characteristics

Characteristic	Logan County	Crook	Fleming	Iliff	Merino	Peetz	Sterling
Population (2017)	21,889	176	671	236	212	236	13,961
Median Age	37.5	38.5	36.8	42.7	22.9	48.5	33.9
Population 65 Years and Over	3,629	32	97	36	22	33*	2,274
Female Population	10,162	75	345	121	93	117	6,628
Male Population	11,723	101	326	115	119	119	7,333

Average Household Size	2.55	3.09	3.11	2.68	2.79	2.50	2.54
Average Family Size	3.33	3.19	4.10	3.31	3.29	3.27*	3.67
Total Population with Disabilities (%)	14.6	14.8	17.0	19.9	11.8	N/A	14.9
Residents <18 Years Old w/Disabilities (%)	2.6	2.6	0.0	5.4	0.0	N/A	2.5
Residents 18-64 Years Old with Disabilities (%)	10.9	18.1	18.8	20.2	12.0	N/A	10.3
Residents over 65 Years Old with Disabilities (%)	44.8	18.8	46.4	33.3	40.9	N/A	50.2
Residents with Health Insurance Coverage (%)	89.0	91.5	84.5	88.6	90.6	89.1	88.2
Residents with High School Degree (%)	88.0	86.3	96.4	92.0	90.4	91.6	84.7
Residents with Bachelor's Degree (%)	19.0	11.5	14.0	9.2	15.4	4.5	19.2

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

* 2010 U.S. Census

According to the U.S. Census Bureau, the median household income in Logan County was \$42,319 in 2015, compared to the 2015 statewide average of \$60,629. Unemployment in the county is low (6.2%) and the median home price in 2016 was \$185,000 (source: Logan County Economic Development Corporation). Select economic and housing statistics for Logan County for 2017 are provided in Table 1.4 below.

Table 1.4 Economic and Housing Characteristics

Characteristic	Logan County	Crook	Fleming	Iliff	Merino	Peetz	Sterling
Median Household Income	\$44,876	\$48,438	\$45,208	\$38,611	\$33,750	\$50,625	\$38,432
Total Population that is Unemployed (%)	6.2	17.2	4.4	1.7	3.5	4.1	8.1
Families Living Below Poverty Level (%)	10.5	0.0	16.6	9.3	16.1	N/A	14.4
Individuals Living Below Poverty Level (%)	16.8	14.6	14.3	25.8	17.5	3.4	20.9
Total Housing Units	9,067	64	226	110	87	107	5,643
Vacant Housing Units	916	7	10	22	11	12	527
Homeowner Vacancy Rate (%)	2.3	0.0	0.0	2.9	0.0	1.4*	1.8
Rental Vacancy Rate (%)	8.2	0.0	0.0	37.1	5.0	0.0*	8.1
Number of Businesses and Companies**	1,552	N/A	N/A	N/A	N/A	N/A	775

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

* 2010 U.S. Census ** 2012 Survey of Business Owners

Section Two – Risk Assessment

Risk is the potential for damage, loss, or other impacts created by the interaction of natural or other types of hazards with community assets. The purpose of the **risk assessment** is to provide a better understanding of local risks and establish a framework for developing and prioritizing mitigation actions to reduce risk from future natural hazard events.

Local Natural Hazards

The risk assessment matrix below reflects the results of the rating-ranking exercise conducted during updates to the plan in 2014 and 2020. **Probability** is defined by FEMA as the likelihood of the hazard occurring in the future, based on historical frequencies or statistical probability models. **Magnitude** refers to the scale or severity of a hazard event in terms of the impacts to public safety, critical infrastructure, private property, economic activity, natural resources and other community assets. **Significance** is a measure of the need for planning and mitigation action, based on the geographic extent, probability and magnitude of potential impacts.

The Logan County Hazard Mitigation Planning Team assessed local risks based on historic events and more recent hazard incidents since 2015. In light of the growing incidence of severe hail events in the years 2014-2020, the Significance rating for the **Hailstorm** hazard was increased from *Medium* to **High**, meaning the hazard should be a high priority in planning and mitigation efforts. As a result of the COVID-19 crisis, the **Pandemic** hazard was added to the list of local hazards with a probability of future occurrences rated **Occasional**, a potential magnitude rated **Critical** and a **High** planning significance. The Probability, Magnitude and Significance ratings for all hazards in the table below were reviewed and validated and no other changes were made from the previous risk assessment in 2015.

Table 2.2 Logan County Risk Assessment

LOGAN COUNTY HAZARDS	Geographic Extent	Probability	Magnitude	Significance
Biological Hazards: Pandemic	Extensive	Occasional	Critical	High
Biological Hazards: Pestilence	Extensive	Occasional	Limited	Medium
Biological Hazards: Zoonotic Diseases	Limited	Likely	Limited	Medium
Blizzards and Severe Winter Storms	Extensive	Likely	Critical	High
Dam Failures/Levee Failures	Limited	Likely	Limited	Medium
Drought	Extensive	Likely	Critical	High
Earthquake	Limited	Occasional	Limited	Low
Flooding	Significant	Likely	Critical	High
Fog	Significant	Likely	Negligible	Low
Hailstorms	Extensive	Highly Likely	Limited	High
Landslides	Limited	Occasional	Negligible	Low
Lightning	Extensive	Highly Likely	Limited	Medium
Noxious Weeds/Tumbleweeds	Extensive	Highly Likely	Negligible	Low
Straight-Line Winds	Extensive	Highly Likely	Limited	High
Temperature Extremes	Extensive	Highly Likely	Limited	Low
Tornadoes	Extensive	Likely	Critical	High
Wildland and Grassland Fires	Extensive	Highly Likely	Limited	High

Legend		
Geographic Extent	Extensive	50-100% of planning area.
	Significant	10-50% of planning area.
	Limited	Less than 10% of planning area.
Probability	Highly Likely	Near 100% chance of occurrence each year.
	Likely	10-100% chance of occurrence each year (recurrence interval: 10 yrs. or less).
	Occasional	1-10% chance of occurrence each year (recurrence interval: 11-100 yrs.)
	Unlikely	Less than 1% chance of occurrence each year (recurrence interval: >100 yrs.).
Magnitude	Catastrophic	Mass casualties and/or illnesses; extraordinary levels of destruction and service interruptions; sustained impacts to infrastructure, government functions and the economy; local and state resources overwhelmed (>50% of property severely damaged).
	Critical	Isolated deaths; multiple injuries and/or illnesses; major property damage; impacts to critical infrastructure; and/or disruption of essential services (25-50% of property severely damaged).
	Limited	Minor injuries, manageable number of illnesses; minor property damage; and/or interruption of essential services for less than 24 hrs. (10-25% of property severely damaged).
	Negligible	No injuries or illnesses; little or no property damage; brief disruptions of essential services (<10% of property severely damaged).
Significance	High	Widespread potential impacts (planning and mitigation priority: high).
	Medium	Moderate potential impacts (planning and mitigation priority: medium).
	Low	Minimal potential impacts (planning and mitigation priority: low).

Significant Hazard Events in Logan County, 2015-2020

2020 COVID-19 Pandemic

As the updates to this plan were being completed, the **2020 COVID-19 Pandemic** spread across the globe, United States and Colorado. COVID-19 is an infectious disease caused by the most recently discovered coronavirus that was unknown before the outbreak began in Wuhan, China in December 2019. The illness rapidly spread to other continents and on March 5, 2020, the Colorado Department of Public Health and Environment's (CDPHE) public health laboratory confirmed the first presumptive positive COVID-19 test result in Colorado. Soon thereafter, most areas in eastern and northeastern Colorado reported cases of the virus. Locations where groups of people congregate in confined spaces – nursing homes/assisted-care facilities, manufacturing plants, correctional facilities – were prime locations for rapid disease transmission. The crisis resulted in statewide “stay at home” and “safer at home” orders as well as orders closing certain businesses (e.g., restaurants, bars, gyms and non-essential retail stores) and prohibiting gatherings of 10 or more people in a confined space. Many local governments and health departments also instituted requirements relative to safe-distancing, wearing face masks and other protective measures.

March 2019 Bomb Cyclone

On March 13, 2019, Northeast Colorado experienced a rare weather phenomenon known as a **Bomb Cyclone**. According to the National Weather Service, a bomb cyclone is a rapidly intensifying storm system with hurricane-strength winds (60-80 mph) and moderate to heavy snowfall, sometimes referred to as “thundersnow.” During the 2019 Bomb Cyclone, Colorado recorded its lowest barometric pressure on record. Barometric pressure is the primary tool used to assess the overall strength of a storm (the lower the pressure, the stronger the storm).

March 2017 Logan/Phillips Fire

A wind-driven wildfire on **March 6, 2017** spread quickly from Logan County into Phillips County, burning 32,000 acres, causing school evacuations, and the closing CO 59 between I-76 and Haxtun. Four homes were destroyed by the fire, three in Logan County and one in Phillips

County. The blaze started in the Proctor area between the South Platte River and I-76, and quickly spread east across Logan County and into Phillips County, fueled by dry conditions and extremely high winds. The fire burned homes, outbuildings, vehicles and farm equipment and hundreds of cattle, other livestock and wildlife were lost. The fire was human-caused, by a man who was welding on a metal feed trough in a dry cornfield on an extremely windy day in spite of a Red Flag Warning that was in effect.



Left: Logan/Phillips Fire burns north of Fleming on March 6, 2017 (Photo: Denver Post); Right: Home burned in the Spring Fire.

May 2015 Flood Event

On **May 9, 2015**, flooding from Pawnee Creek and the South Platte River made numerous roads impassable in western Logan County (road/property damage: \$225,000/crop damage: \$60,000). Heavy rainfall north of Sterling caused basement flooding and road damage and prompted evacuations of several areas and subdivisions (property damage: \$100,000/crop damage: \$50,000).

Other hazard events that occurred in Logan County between 2015-2020 were reviewed during the planning process and the most significant events during the period are summarized in the table below, with additional data from the National Centers for Environmental Information (NCEI) Storm Events Database.

Table 2.2 Significant Hazard Events in Logan County, 2015-2020

Hazard Event	Date(s)	Impacts
Blizzard	March 23, 2016	Heavy snowfall (up to 3" per hour) closed area roads and I-76 from Denver to the Nebraska state line; ARC established shelter for stranded travelers; schools closed, multiple vehicle accidents.
Blizzard	April 13, 2018	Blowing snow with drifts up to 7'; zero visibilities; road closures including I-76/stranded motorists; widespread power outages; livestock losses, especially calves.
Blizzard	March 13, 2019	Bomb Cyclone* caused high winds, blowing/drifting snow, whiteout conditions, power outages, closure of roads including I-76, and the need to open warming centers and shelters.
Blizzard	November 26, 2019	High winds; blowing/drifting snow; whiteout conditions; school closures; road closures including I-76 for 10 hours.
Flooding	May 9, 2015	Flooding from Pawnee Creek and the S. Platte River made numerous roads impassable in western Logan County (road/property damage: \$225,000/crop damage: \$60,000).

Flooding/Levee Failure	May 23, 2015	Heavy rainfall north of Sterling caused basement flooding and road damage; evacuations ordered for Globe Meadows and areas between Globe St. and Pioneer Rd. (property damage: \$100,000/crop damage: \$50,000); a small levee breached along the inlet ditch for North Sterling Reservoir.
Hailstorm	August 2, 2017	Hailstorm caused \$200,000 in crop damages.
Hailstorm	June 6, 2018	4" hail recorded at Crook.
Hailstorm	September 11, 2019	Large hail reported throughout Logan County, including 3-inch diameter hail in the Sterling area.
Hailstorms	2015-2019	32 days with severe hail (hailstones measuring 1" in diameter or greater).
Pandemic	2020**	The COVID-19 pandemic was still at a crisis stage in Colorado as updates to this plan were completed in July 2020. Impacts to date in Logan County include multiple deaths, a surge in infections and illness, economic losses, and public health orders requiring social distancing.
Straight-Line Winds	July 28, 2018	Thunderstorms produced large baseball-size hail and wind gusts exceeding 80 mph downed power lines and damaged crops.
Tornado	May 30, 2016	EF1 touched down and damaged a workshop on a farmstead west of Peetz.
Tornadoes	2017-2019	Multiple weak EFO tornadoes reported over open country with no damages (5-25-17/7-28-18/5-27-19/6-3-19).
Tornado	September 11, 2019	EF2 touched down and snapped 6 power poles and demolished a pole barn.
Wildland Fire	March 6, 2017	60-70 mph winds allowed a grassfire that started NE of Sterling to spread quickly to parts of Sedgwick and Phillips Counties; schools evacuated in Fleming and Iliff; Hwy. 59 closed between I-76 and Haxtun; 4 homes lost (3 in Logan County/1 in Phillips County); ARC opened shelter in Sterling for evacuees from Crook and surrounding area; up to 200 cattle lost plus horses and outbuildings; 32,000 acres burned.

Source: National Centers for Environmental Information (NCEI) Storm Events Database

* According to the National Weather Service, a "bomb cyclone" is a storm with rapidly plummeting atmospheric pressure, usually when a cold air mass collides with a warm air mass.

** The Coronavirus COVID-19 outbreak began in Colorado in March 2020 and was still impacting Logan County as of the completion of updates to this document.

History of Natural Hazard Events in Logan County

Following a rainfall event that exceeded 10 inches in **July 1997**, floodwaters spilled over the Pawnee Creek bank and overtook the creek crossing at US 6 and CO 14, causing over \$20 million in damages to the City of Sterling, the Town of Atwood and Logan County. The flood damaged 1,400 residences, 200 businesses and over 14,000 acres of agricultural land. The flood damaged all bridges across the South Platte River and effectively cut the county in two, causing more than \$1 million damage to roads and bridges. Damage to farmland and grass pastures in the basin was extensive, estimated at \$6.85 million in losses. The flood destroyed 13 homes in Sterling and Atwood and caused an estimated \$1.375 in damages to businesses. In response to the flood disaster, the Logan County Water Conservancy District was formed to undertake flood mitigation actions on Pawnee Creek.

Extreme weather events in Logan County occasionally result in major damage to homes, businesses, utilities, agricultural operations and crops. On **August 10, 2011**, an intense thunderstorm passed through Logan County and produced winds over 60 mph, heavy rain and sustained waves of golf ball-sized hail. While most of Logan County was affected by the storm, the brunt of the severe storm passed just north and west of Sterling. Over 100 homes sustained moderate to heavy damage from the hail. One subdivision 2 ½ miles west of Sterling sustained over 150 broken windows that resulted in water damage from the rain that followed. The intense rainfall caused street flooding in and around Sterling. Insured losses in Logan County were in the millions.

Following heavy, sustained rainfall in mid-**September 2013**, counties along the South Platte River suffered extensive flood damages to homes, bridges, farmland, levees and ditches, resulting in a Presidential major disaster declaration for Logan County. A damaged levee overwhelmed a City of Sterling sewer facility, resulting in a 7-day no-flush order that caused the closures of restaurants, hotels and other businesses. FEMA distributed \$519,436.00 of assistance to Logan County residents and \$622,863.11 of assistance to Logan County and Sterling governments to help rebuild.

When the response capacity of an affected jurisdiction is exhausted by a natural disaster, a **state disaster declaration** may be issued, allowing for the provision of state assistance, usually for the purpose of covering the costs of state assets committed to response operations. Logan County has been designated as a state-declared disaster area 16 times since 1980, including eight statewide declarations and five regional declarations.

Federal disaster declarations are granted when the magnitude and severity of impacts caused by an event surpass the ability of state and affected local governments to respond and recover. Most disaster assistance programs are supplemental and require a local cost-sharing match. Logan County has received a major federal disaster declaration on seven (7) occasions:

1. June 19, 1965 for tornadoes, severe storms and flooding (DR-200) that occurred on May 23, 1965 (Individual Assistance/Public Assistance);
2. May 19, 1969 (DR-261) for severe storms and flooding (Individual Assistance/Public Assistance);
3. May 23, 1973 (DR-385) following heavy rains and snowmelt flooding (Individual Assistance/Public Assistance);
4. August 1, 1997 (DR-1186) for Individual Assistance and Public Assistance following a flood event that caused more than \$1 million in damages to roads, bridges and other public facilities in the Sterling-Atwood area, in addition to damages to homes, businesses and crops;
5. May 17, 2001 following ice storms in April that caused extensive damage to REA-owned power lines and poles in Logan County (Public Assistance only) and other Eastern Colorado counties (DR-1374);
6. September 14, 2013 following severe storms and flooding for Public Assistance and Individual Assistance (DR-4145); and
7. July 16, 2015 (DR-4229) following severe storms, tornadoes and flooding that occurred in early May 2015 causing extensive damage to roads and public facilities (Public Assistance only).

A **USDA disaster declaration** is the most common type of federal disaster assistance and is limited to low-interest loans to farmers and ranchers to help compensate for losses due to

natural hazards, including drought, freezing, hail, and insect infestations. Logan County received USDA disaster declarations eight (8) times between 2003-2019.

Section Three – Capability Assessment

Mitigation capabilities refer to the programs and policies currently in place to reduce hazard impacts, principally through the identification and implementation of cost-effective hazard mitigation measures. Capabilities can take the form of regulatory requirements (e.g., building codes or hazard-specific zoning ordinances), plans (e.g., hazard mitigation plans or stormwater master plans), certification programs (e.g., *Firewise* or *StormReady*), personnel (e.g., floodplain administrators and community planners), insurance (e.g., National Flood Insurance Program), and structural projects that protect critical facilities and other property. Hazard awareness and public education programs are also proven measures for preparing citizens to cope with hazard events that cannot be avoided.

The political jurisdictions within Logan County enforce a range of policies and regulations that support mitigation goals and principles by restricting development in areas prone to natural hazards. In most jurisdictions, the local comprehensive plan, zoning ordinance and building codes are the primary tools utilized to regulate development in hazard-prone areas. The mitigation capabilities and resources currently in place in the Participating Jurisdictions are summarized in the table below.

Table 3.1 Mitigation Capabilities

Planning and Regulatory Capabilities							
Capability	Logan County	Crook	Fleming	Iliff	Merino	Peetz	Sterling
Building Codes	Yes	No	No	No	No	No	Yes
Building Codes Year	2006	N/A	N/A	N/A	N/A	N/A	2006
BCEGS Rating	Yes (9)	No	No	No	No	No	Yes (6)
Community Rating System	No	No	No	No	No	No	No
Community Wildfire Protection Plan	Yes	Yes*	Yes*	Yes*	Yes*	Yes*	Yes*
Comprehensive or Master Plan	Yes	No	No	No	No	No	Yes
Erosion/Sediment Control Program	No	No	No	No	No	No	Yes
Floodplain Management Plan or Ordinance	Yes	No	Yes	Yes	No	No	Yes
Flood Insurance Study (FIS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Growth Management Ordinance	No	No	No	No	No	No	No
Non-Flood Hazard-Specific Ordinance	No	No	No	No	No	No	No
National Flood Insurance Program	Yes	No	Yes	Yes	No	No	Yes
Site Plan Review Requirements	Yes	No	No	No	No	No	Yes
Stormwater Program or Ordinance	No	No	No	No	No	No	No
Zoning Ordinance	Yes	No	No	No	Yes	No	Yes
Administrative, Financial and Technical Capabilities							
Stormwater Service Fees	No	No	No	No	No	No	No
Utilities Fees	No	No	No	No	No	No	Yes
Capital Improvement Project Funds	No	No	No	No	No	No	No
Community Development Block Grant Funds (CDBG)	No	No	No	No	No	No	No

Emergency Manager	Yes	Yes*	Yes*	Yes*	Yes*	Yes*	Yes*
Floodplain Administrator	Yes	No	Yes	Yes	No	No	Yes
Land Use/Community Planner	Yes	No	No	No	No	No	Yes
Building Official	Yes	No	No	No	No	No	Yes
GIS Specialist and Capability	Yes	Yes*	Yes*	Yes*	Yes*	Yes*	Yes*
Warning Systems/Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes
♦ General	Yes	Yes	Yes	Yes	Yes	Yes	Yes
♦ Flood	No	No	No	No	No	No	No
♦ Wildfire	No	No	No	No	No	No	No
♦ Tornado	No	No	No	No	No	No	No
♦ Geologic Hazards	No	No	No	No	No	No	No
Education and Outreach Capabilities							
Local Citizen Groups that Communicate Hazard Risks	Yes	Yes*	Yes*	Yes*	Yes*	Yes*	Yes*
<i>Firewise</i>	No	No	No	No	No	No	No
<i>StormReady</i>	Yes	Yes*	Yes*	Yes*	Yes*	Yes*	Yes*

* Capability provided by Logan County

The mission of the **Logan County Water Conservancy District** is to protect people and property in Logan County from flooding and to promote responsible development of conservation and recreational activities within the District's boundaries, which are essentially the Pawnee Creek drainage (Pawnee Creek empties into the South Platte River in the vicinity of Atwood). The District was formed in 2002 after flash flooding of Pawnee Creek in the spring of 1997 caused widespread damage in the Sterling area.

The District was created specifically to mitigate flooding in the Pawnee Creek drainage area and the original efforts were focused on a proposed dam across Pawnee Creek, but in recent years the focus has shifted away from a single large project to a series of smaller flood mitigation projects. In 2019, the District began working on a master plan to formalize the change and outline plans for using tax revenues raised by the District (a mill levy of one mill for capital projects, flood planning and other projects).

Section Four – Vulnerability Assessment

Community Assets at Risk

This section describes the community assets at risk to natural hazards in Logan County, including people and property; economic assets; critical facilities and infrastructure; and natural, cultural, and historic resources.

According to the 2017 Census of Agriculture, there are 861 farms in Logan County and more than one million acres in agricultural production. The average farm size is 1,322 acres and the average market value per farm (land and buildings) is more than \$1.5 million (\$1,188 per acre).

According to the 2019 Logan County Abstract of Assessment, State Assessed Properties (public utilities and rail transportation) are the top property class in the county in assessed value at \$130,403,300 (37.10%), followed by Residential Properties at \$75,619,010 (21.51%), Agricultural Properties at \$62,413,160 (17.76%), and Commercial Properties at \$47,013, 940

(13.38%). The total value of taxable properties in 2019 was \$351,479,560, a 9.50% increase in the total value of taxable properties over three years since 2016.

Table 4.1 Summary of Taxable Properties in Logan County, 2019

Property Classification	2019 Assessed Value	Percent
Agricultural Properties	\$62,413,160	17.76
Commercial Properties	\$47,013,940	13.38
Industrial Properties	\$25,252,260	7.18
Natural Resources	\$431,110	0.12
Oil and Gas Properties	\$7,646,540	2.18
Residential Properties	\$75,619,010	21.51
State Assessed Properties	\$130,403,300	37.10
Vacant Properties	\$2,700,240	0.77
Total Taxable Property	\$351,479,560	100.00

Source: 2019 Logan County Abstract of Assessment

Assessed values for municipalities, school districts and fire protection districts in Logan County are provided in the table below.

Table 4.2 Summary of Taxable Properties for Municipalities, Schools and Fire Districts

2019 Assessed Values					
Municipalities		School Districts		Fire Protection Districts	
Crook	\$650,940	RE-4J Buffalo	\$19,307,260	Crook FPD	\$35,757,280
Fleming	\$1,905,160	RE-3 Frenchman	\$41,241,190	Fleming FPD	\$17,106,920
Iliff	\$1,037,070	RE-1 Valley	\$221,548,010	Peetz FPD	\$55,939,460
Merino	\$1,332,730	RE-5 Plateau	\$63,062,380	Sterling Rural FPD	\$131,079,720
Peetz	\$961,230				
Sterling	\$95,884,440				

Source: 2019 Logan County Abstract of Assessment

Critical Facilities

Critical facilities and infrastructure are the structures and systems that are integral to day-to-day functions and, if damaged, would have serious adverse impacts on disaster response and recovery operations. Infrastructure and facilities that are commonly considered *critical* include law enforcement facilities, fire service facilities, health care facilities, government facilities, emergency operations centers, public shelters, transportation systems, water supply facilities, wastewater treatment facilities, agricultural production facilities, electrical power systems and other utilities. In addition, critical facilities are those that house vulnerable populations, such as schools and assisted living or senior housing.

Table 4.3 Critical Facilities in Logan County

Critical Facilities	Logan County	Crook	Fleming	Iliff	Merino	Peetz	Sterling
Law Enforcement Facilities	1	0	0	0	0	0	1
Fire Stations	0	1	1	0	1	1	1
Hospitals/Clinics	0	0	0	0	0	0	4
EMS/Ambulance Stations	0	1	0	0	0	0	1*

Emergency Operations Centers (EOCs)	2**	0	0	0	0	0	1
Public Safety Communications Centers	1	0	0	0	0	0	1
Courthouse/City Hall/Town Hall	1	1	1	1	1	1	1
Licensed Child Care Centers	0	0	0	0	0	0	2
Schools/Colleges	0	1	2	2	2	2	5***
Assisted Living Facilities	0	0	0	0	0	0	5
Wastewater Treatment	0	1	1	1	1	1	1
Water Utilities/Treatment	0	1	1	1	1	1	1
Airports	0	0	0	0	0	0	1

* Logan County Ambulance Service operated by Sterling Fire Department

** Includes Alternate EOC at Northeast Colorado Health Department

*** Includes Northeastern Junior College

Electrical power transmission and distribution systems are particularly important given the role they play in providing power to all other critical facilities, including public safety facilities, hospitals/clinics and emergency shelters, which do not always have backup generators. Critical facilities such as the substations, line-sectionalizing equipment, poles and lines are located at various locations in the communities and unincorporated areas of the county. It should be noted that these facilities are particularly vulnerable to many of the natural hazards addressed in this plan.

Economic Assets

In addition to the traditionally strong crop and livestock production industries in Logan County, the other sectors of the local economy with the most employees are health services, education and retail trade. According to the Logan County Economic Development Corporation, major employers in the county include the Sterling Correctional Facility (850 employees), RE-1 Valley School District (375), Banner Health (325), Walmart (270), Northeastern Junior College (224) and Logan County (205).

According to the Survey of Business Owners, there were 1,552 businesses in Logan County in 2012, almost exactly half of which (775) were located in the City of Sterling. Wind energy and the reemergence of oil and gas production have generated new job growth and service opportunities in the county.

Table 4.4 Industry Distribution – Top Three Industrial Sectors by Jurisdiction

Jurisdiction	Sector	Employees	Percent of Workforce
Logan County	1. Educational Services/Health Care/Social Assistance	1,944	18.7
	2. Retail Trade	1,250	12.0
	3. Agriculture	1,136	10.9
Crook	1. Retail Trade	23	31.9
	2. Other Services (Except Public Administration)	14	19.4
	3. Educational Services/Health Care/Social Assistance	8	11.1
Fleming	1. Educational Services/Health Care/Social Assistance	59	21.0
	2. Other Services (Except Public Administration)	28	10.0
	3. Public Administration (*Tie)	26	9.3
	3. Retail Trade (*Tie)	26	9.3

Iliff	1. Educational Services/Health Care/Social Assistance	26	23.0
	2. Construction	16	14.2
	3. Agriculture (*Tie)	15	13.3
	3. Public Administration (*Tie)	15	13.3
Merino	1. Retail Trade	25	22.9
	2. Arts/Entertainment/Recreation/Accommodation-Food Services (*Tie)	15	13.8
	2. Educational Services/Health Care/Social Assistance (*Tie)	15	13.8
Peetz	1. Educational Services/Health Care/Social Assistance (*Tie)	18	21.4
	1. Retail Trade (*Tie)	18	21.4
	2. Manufacturing (*Tie)	9	10.7
	2. Arts/Entertainment/Recreation/Accommodation-Food Services (*Tie)	9	10.7
Sterling	1. Educational Services/Health Care/Social Assistance	1,244	19.6
	2. Arts/Entertainment/Recreation/Accommodation-Food Services	821	13.0
	3. Construction	678	10.7

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates, 2012 Survey of Business Owners

Social Vulnerability

Certain demographic and housing characteristics are important considerations when identifying and prioritizing mitigation goals and actions. *Age* can affect the ability of individuals to safely evacuate away from hazardous conditions. *Language and cultural barriers* can affect the communication of warning information and access to post-disaster information. *Low-income residents* generally have fewer resources available for mitigation, preparedness, and recovery and are more likely to live in vulnerable structures.

Table 4.5 Social Vulnerability Indicators from U.S. Census, 2013-2017

Jurisdiction	Total Population	Housing Units	% Female	% Under 18 Yrs.	% 65 and Over	% Non-English at Home	Individuals Below Poverty Level (%)
Logan County	21,889	9,067	46.4	21.4	16.6	6.9	16.8
Crook	176	64	42.6	22.2	18.2	1.2	14.6
Fleming	671	226	51.4	30.8	14.5	3.2	14.3
Iliff	236	110	51.3	15.7	15.3	8.6	25.8
Merino	212	87	43.9	26.9	10.4	6.4	17.5
Peetz	236	107*	49.6	30.3*	13.9*	N/A	3.4
Sterling	13,961	5,643	47.5	21.5	16.3	7.9	20.9

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

* 2010 U.S. Census

Historic, Cultural and Natural Resources

The National Register of Historic Places is the nation's official list of cultural resources worthy of preservation. A large section of downtown Sterling was listed on the National Register in 2013,

including 47 sites that have architectural and historic significance. The table below lists the properties in Logan County that are on the National Register of Historic Places.

Table 4.6 Historic Properties in Logan County on the National Register

Property	Location	Year Listed
Downtown Sterling Historic District	Bordered by Poplar, Front, Ash and 4 th Streets and Division Ave.	2013
Conrad Luft Sr. House	1429 State Highway 14, Sterling	1984
First United Presbyterian Church	130 S. 4 th St., Sterling	1982
I&M Building	223 Main St., Sterling	1882
Logan County Courthouse	315 Main St., Sterling	1979
Pantall Elementary School	1215 N. 5 th St., Sterling	2015
Powell and Blair Stone Ranch	Proctor Vicinity	2004
St. Anthony's Roman Catholic Church	329 S. 3 rd St., Sterling	1982
Main Post Office/Federal Building/Courthouse	3 rd and Poplar Streets, Sterling	1986
Sterling Public Library*	210 4 th St., Sterling	2001
Sterling Union Pacific Railroad Depot	113 N. Front St., Sterling	1986
W.C. Harris House	102 Taylor St., Sterling	1984

Source: Directory of Colorado State Register Properties

The Colorado State Register of Historic Properties is a listing of the state's significant cultural resources worthy of preservation for the future education and enjoyment of Colorado's residents and visitors. The table below lists the properties in Logan County that are on the Colorado State Register of Historic Properties.

Table 4.7 Historic Properties in Logan County on the State Register

Property	Location	Year Listed
All-Saints Episcopal Church	208 Phelps St. Sterling	2000
Debus Farm	Proctor Vicinity	2006
German Congregational Zion Church	5 th and Chestnut Streets, Sterling	2001
Sterling Public Library*	210 4 th St., Sterling	2001
W.C. Harris House	102 Taylor St., Sterling	1984

Source: Directory of Colorado State Register Properties

* Property on both the State and National Registries

Growth and Development Trends

Although Logan County has experienced a slight decrease in population since 2010, the overall population of the county is expected to grow 26.52% between 2020 and 2050. According to the State Demography Office, the population of Logan County is forecast to reach 22,176 by 2020, 24,847 by 2030, 26,543 by 2040, and 28,057 by 2050. The change is due in part to population aging and changes in the proportion of the population in childbearing ages.

Table 4.8 Population Growth, 2010-2017

Jurisdiction	2010 Population	2017 Population	Percent Change
Logan County	22,293	21,889	-1.81
Crook	110	176	60.00
Fleming	408	671	-2.74

Iliff	266	236	-11.28
Merino	284	212	-25.35
Peetz	238	236	-0.84
Sterling	14,354	13,961	-2.74

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Vulnerability to High Priority Hazards in Logan County

The entire population of Logan County is more or less equally vulnerable to the high priority natural hazards identified in this plan, with the exception of the flood hazard, which is limited to the areas described in the section below on vulnerability to flooding. The vulnerability of community assets in Logan County to high priority hazards is summarized in the following discussion.

Blizzards and Severe Winter Storms

Winter storms will continue to occur with high frequency throughout Logan County and occasionally cause widespread impacts. The greatest risk is to the safety of the public, including travelers on the county's highways and roads and citizens with medical conditions or other special needs that may become isolated. Highway closures and power outages can present a need to open and manage public shelters and provide mass care services. Winter storms can occasionally lead to school and business closures, road closures, and extraordinary requirements to remove snow and maintain critical emergency services.

Drought

The most significant impacts from drought are related to water-intensive activities, such as agriculture (both crops and livestock), wildfire protection, municipal usage, commerce, recreation, and wildlife preservation, as well as a reduction of electric power generation and water quality deterioration. Secondary impacts of drought are wildfires, wind erosion, and soil compaction that can make an area more susceptible to flooding. Drought impacts increase with the length of a drought.

Drought does not usually present life safety issues or directly impact critical infrastructures such as roads, bridges, utilities, communications systems, or public safety resources. However, drought presents ongoing challenges for all communities in Northeast Colorado and the Eastern Plains, requiring sustained planning and conservation efforts to ensure a reliable water supply to meet current and future needs.

Flooding

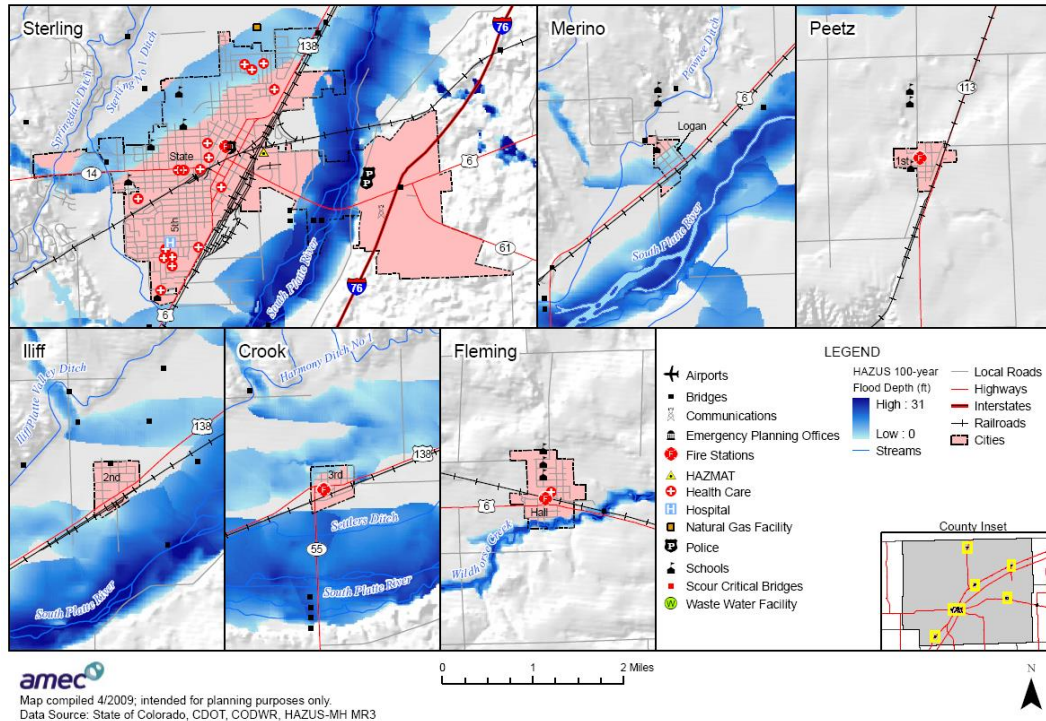
The flood hazard in Logan County is considered a **High Priority** for planning and mitigation. Bridges are the most vulnerable type of critical facility to the flood hazard in Logan County, but other critical facilities that are potentially vulnerable to flooding include schools, health care facilities, and natural gas facilities. Logan County has been designated a federal disaster area twice in the last seven years (2013 and 2015) for flooding along the South Platte River and its tributaries. High-intensity summer rainstorms can occasionally result in agricultural losses, including damage to cropland, meadow lands, fences and other farm/ranch facilities. A summary of the principal flood areas in the county is provided below.

Table 4.9 Principal Flood Problems in Logan County

Flooding Source	Description of Flood Problems
Pawnee Creek Overflow	The Pawnee Creek Overflow floodplain in the Sterling area is traversed by U.S. Highway 6, State Highways 14 and 138, and the combined Union Pacific and Burlington Northern Railroad bridges crossing Pawnee Creek. Their embankments divert runoff out of natural channels, while undersized bridges and culverts severely restrict flood flows. During periods of high stage on Pawnee Creek, floodwaters can escape the Pawnee Creek valley to flow over land near Riverside Cemetery toward the City of Sterling and toward the South Platte River due to the constrictive crossings. However, these floodwaters are intercepted by highway and railroad embankments, which redirect the floodwater toward Sterling. This overflow is referred to as the "Pawnee Creek Overflow."
Sand Creek	Flooding along Sand Creek in the Sterling area normally occurs from March through September with the most frequent flooding occurring during June. Floodwaters on Sand Creek in the vicinity of Sterling can result from intense localized rainfall or general rains, either of which may be augmented by snowmelt. Irrigation works also influence flooding in the Sterling area by diverting floodwaters, by levee failure, or by combinations of both.
South Platte River	Floodwaters on the South Platte River in the vicinity of Sterling can result from intense localized rainfall or general rains, either of which may be augmented by snowmelt. The intense rainstorm floods result from intense rainfall over areas of relatively small areal extent. These storms can produce extremely rapid concentrations of floodwaters and rapid rises in stream levels. Because of little warning time prior to streams attaining flood stages, this type of storm can produce floods that are extremely hazardous. This type of flood produces high peak discharges on tributaries in the general vicinity of the rainstorm. However, the discharges attenuate rapidly on the South Platte River downstream from the contributing tributaries due to valley storage of the floodwater.

Source: Flood Insurance Study, Logan County and Incorporated Areas (2019), Federal Emergency Management Agency

During the 2009 update of this plan, HAZUS-MH MR3 was used to generate the best available flood data for estimating potential losses from flood disasters. The 100-year floodplain maps generated with HAZUS-MH are provided in the figure below.



Most of the flood-prone areas in unincorporated Logan County are located along the South Platte River. The most vulnerable communities to flooding in Logan County are the City of Sterling and the towns of Atwood, Crook, Iliff and Merino, which are also located in the South Platte River Valley. The July 1997 flood caused more than \$20 million in damages, destroyed 13 homes, and damaged every bridge crossing the South Platte River, effectively cutting the county in two. Vulnerable community assets include homes, businesses, roads/bridges, water/wastewater facilities, levees, ditches and farmland.

FEMA's Hazus-MH 4.0 loss-estimation software can be used to delineate the 100-year floodplain boundary and perform building and population risk assessments at the county and municipal levels. The Hazus-generated flood analysis produces a variety of results, including the number of buildings damaged, the volume of debris generated, the number of households displaced, and total economic losses. Economic losses include loss of contents, loss of inventory, relocation costs, rental income losses, and wages lost. Loss estimates are related to depth of flooding and based on 2010 census data. The one-percent annual chance floodplain produced using Hazus is not as accurate as the official FEMA floodplain, but is useful for planning applications for communities that have not been mapped under the National Flood Insurance Program.

According to Hazus-MH 4.0 data from the 2018 Colorado Hazard Mitigation Plan, the 100-year modeled event in Logan County would result in an estimated 542 buildings with moderate damage, 13 buildings destroyed, 8,682 tons of flood-generated debris, 2,038 displaced households, and total economic losses of \$116,340,000. The majority of these impacts would occur in the City of Sterling and in unincorporated Logan County.

In 2019, FEMA began the process of updating flood hazard maps in Logan County. The proposed flood hazard determinations will be the basis for new Flood Insurance Rate Maps (FIRMs) following local adoption. The new FIRMs will be used to guide local floodplain

management measures and calculate flood insurance premium rates. A public comment period on the proposed flood hazard determinations ended in March 2020 with an appeal process to follow.

As of February 29, 2020, the communities listed in the table below are current participants in the National Flood Insurance Program (NFIP). The towns of Crook, Merino and Peetz do not participate in the NFIP.

Table 4.10 Logan County Communities Participating in the NFIP

Community	Year Entered NFIP	Effective Map Date	Policies in Force	Total Coverage
Fleming	1985	May 16, 2016	0	\$0
Iliff	1987	May 16, 2016	3	\$525,000
Logan County	1989	May 16, 2016	24	\$4,726,600
Sterling	1989	May 16, 2016	137	\$26,890,000
Total			164	\$32,141,600

According to the 2018 Colorado Hazard Mitigation Plan, NFIP records indicate there are no Repetitive Loss or Severe Repetitive Loss properties in Logan County. A *repetitive loss property* is one for which two or more claims of at least \$1,000 have been paid by the NFIP within any 10-year period for flood losses since 1978. A *severe repetitive loss property* is a property that has had four or more claims of more than \$5,000, or 2-3 claims that cumulatively exceed the value of the property.

According to the State Engineer's Office/Division of Water Resources, there is one Class I, High Hazard dam in Logan County: North Sterling Reservoir Dam (aka Point of Rocks). The condition of the dam is rated Satisfactory and full storage is permitted.

The Prewitt Reservoir dam structure is located in Logan County, but the majority of the impoundment area is in Washington County. The condition of the Prewitt Reservoir dam was rated Unsatisfactory on October 16, 2019 by the State Engineer's Office, due to lack of an adequate spillway and ongoing seepage issues. The dam is currently under restricted storage. The nearest downstream community is the Town of Merino (8 miles) in Logan County. According to the 2017 U.S. Census, the population of Merino is 212 and there are 76 occupied housing units in the community. According to the 2015 Logan County Planning Element, roughly half of the population of Merino lives in the HAZUS-generated 100-year floodplain (HAZUS MH MR3) and there are no critical facilities located 100-year floodplain. The updated mitigation strategy contained in this County Plan Element includes a new mitigation action intended to improve coordination with the owners and operators of the Prewitt Reservoir, including participation in exercises and cooperative planning to identify vulnerable community assets potentially located in the dam failure inundation zone.

Tables 4.11 and 4.12 Jurisdictional Dams in Logan County

Dam Name	Hazard Class	Year Built	Stream	Downstream Community	Miles*
Breidenbach	Low	1941	S. Platte River	Iliff	2
Dickinson Irrigation	Low	1906	S. Platte River	Sedgwick	11
Kokes	Low	1962	McCracken Draw	Sedgwick	18

North Sterling Reservoir	High	1948	Cedar Creek	Iliff	9
Prewitt**	High	1912	S. Platte River	Merino	8
William McRoberts	Low	1897	Cedar Creek	Sterling	20

Source: Colorado Division of Water Resources

* Distance to nearest downstream community

** Prewitt Dam is located in Logan County; most of Prewitt Reservoir is located in Washington County

NPH = No Public Hazard

Dam Name	EAP	Storage (Acre Feet)	Owner
Breidenbach	NR	50	Stephen Breidenbach
Dickinson Irrigation	NR	57	Jan Johnson
Kokes	NR	140	Kent Kokes
North Sterling Reservoir	2020	74,590	North Sterling Irrigation District
Prewitt	2020	28,840	Logan Irrigation District
William McRoberts	NR	21	Cedar Creek Ranch, Inc.

Source: Colorado Division of Water Resources

EAP = Emergency Action Plan

NR = Not Required

Pandemic: COVID-19 and other Novel Virus Infections

Older adults and individuals with serious chronic health conditions are most at risk for becoming very ill or dying from a serious respiratory virus like COVID-19 and other novel virus infections. In eastern and northeastern Colorado, the population skews to the older side of the state average (approximately 2-8 years older per capita, depending on the county) and residents with underlying health problems have less access to the health care services they need.

With fewer people and wide-open spaces, rural Colorado provides a natural social-distancing environment. However, rural residents still tend to congregate in common places where diseases can be passed from person-to-person, including schools, churches, grocery stores and post offices. Communities located along interstate highways may be more susceptible to exposure from the traveling public, including truck drivers from all parts of the country. Large rural employers, including packing plants, feedlots, grain elevators, and confined livestock operations as well as prisons, can also be prime locations for rapid virus transmission, as was experienced during the COVID-19 crisis at the Cargill meatpacking plant in Morgan County and the Sterling Correctional Facility in Logan County. Sadly, nursing home and assisted living facility residents have been the most vulnerable citizens to the highly contagious COVID-19 virus, due to their age, underlying health issues and congregate living setting.

Although most individuals who contract COVID-19 do not become seriously ill, persons with mild symptoms and asymptomatic COVID-19 illness can still place other vulnerable members of the public at significant risk. A large surge in the number of persons with serious infections can overwhelm local hospitals and clinics and compromise the ability of the health care system to deliver necessary health care to the public.¹ Most rural hospitals are not as equipped as larger hospital systems and many face significant health care workforce shortages on a normal basis, meaning patients in a pandemic may need to be transferred to larger hospitals or cared for in an unconventional, alternate setting. Other challenges to small town hospitals posed by a pandemic

¹ Colorado Department of Public Health and Environment, covid19.colorado.gov.

include limited inpatient and intensive care beds, disadvantages in competing for critical equipment and supplies, and loss of revenue from cancellation of elective procedures.

The drawn-out nature of a pandemic also places additional strain on EMS, fire and other response resources that rely heavily on volunteers, who together with their families already face greater exposure to the virus and a higher risk of infection. Every community in eastern and northeastern Colorado depends on volunteers to provide fire, EMS and ambulance services.

In addition to the loss of life and human suffering caused by COVID-19, the pandemic is expected to have an extensive negative effect on the global economy for years to come, with substantial drops in Gross Domestic Product (GDP) accompanied by extraordinary increases in unemployment in the U.S. and around the world.

COVID-19 presents a number of challenges for farmers and ranchers in Colorado, including (1) uncertain impacts on markets and farm prices, (2) supply chain shortages and slowdowns, (3) health impacts to the farm-ranch workforce, and (4) potential shortages of safety gear such as protective gloves and N-95 masks due to their critical need by health care workers.² If large hog-packing plants in Oklahoma, Kansas or Texas had to shut down due to the spread of a virus through their workforce, agricultural COOPs and commercial hog farms in northeastern Colorado could be affected by the supply chain disruptions that would be created. In a worst-case scenario, local hog farms would have to depopulate animals because there would be no place to ship them for processing.

The Centers for Disease Control and Prevention (CDC) recommends community mitigation strategies such as social distancing measures to limit spread of the virus. A community mitigation strategy is a set of actions that individuals and communities can take to help slow the spread of respiratory virus infections. Community mitigation is especially important before a vaccine or drug becomes widely available. Community mitigation aims to slow the spread of a novel influenza virus and protect health care and critical infrastructure workers through the use of nonpharmaceutical interventions (NPIs). NPIs are readily available actions and response measures that people can take including staying at home, covering coughs and sneezes, frequent handwashing and routine cleaning of frequently touched surfaces.

Community-level NPIs help reduce social contacts between people in schools, workplaces, and other community settings by dismissing schools temporarily, providing telework options, postponing large gatherings and issuing public health orders. A community mitigation strategy outlines recommended actions that can be taken by individuals/families at home, schools and childcare facilities, assisted living facilities, workplaces, health care facilities, and community- and faith-based organizations.³

Tornadoes and Straight-Line Winds

According to the National Storm Events Database, there have been 87 confirmed tornado events in Logan County since 1950. Most of these tornadoes were small (Fo/EFo) and occurred over open country; however, F1/EF1 and F2/EF2-scale tornadoes do occasionally occur and cause considerable property damage. F3-scale tornadoes have been documented twice, including one

² Colorado Farm Bureau, coloradofarmbureau.com.

³ *Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission*. March 12, 2020. Centers for Disease Control and Prevention, U.S. Department of Health and Human Services, www.cdc.gov/COVID19.

on July 5, 2000 in the Dailey area of eastern Logan County that damaged structures, equipment and vehicles at five farmsteads (at least \$750,000 in damage), destroyed three homes and injured a farmer and his wife.

On June 9, 2004, an F1 tornado touched down in downtown Sterling and caused extensive damage to businesses, homes and vehicles. The tornado caused \$1.9 million in damage to at least 150 buildings, including the Logan County Courthouse, Northeastern Junior College and Sterling High School. Although no fatalities have occurred as a result of tornadoes in Logan County, the hazard poses the greatest threat to people and property of all of the natural hazards.

Straight-line wind events occur more frequently than tornadoes in Logan County and cause at least as much damage. It is often difficult to tell whether storm damage was a result of a tornado or severe winds. During blizzards, straight-line winds magnify the dangerous effects of cold temperatures and impede safe travel by reducing visibility. Prolonged power outages can result when power lines are brought down by a combination ice buildup on the lines and strong winds. During dry periods, high winds can contribute to rapid fire growth in open spaces and other areas where natural grasses can grow tall and ultimately cure. High winds can also damage roofs and structures and cause secondary damages as a result of flying debris.

Wildland/Grassland Fires

According to the Logan County Community Wildfire Protection Plan (2011), all areas of Logan County are subject to the risk of wildfire, including non-irrigated pastureland, harvested dry land crop areas (corn stalks and wheat stubble) and natural grassland areas (e.g., land enrolled in the Conservation Reserve Program, or CRP). Wildfires in these areas are typically caused by severe weather events (lightning) and tend to spread rapidly. The greatest risk exists during severe weather season (spring/summer months), when cloud-to-ground lightning is common. Fall is also considered a high-risk time as crops have matured and are drying out in the fields and harvesting is in progress. Most controlled burns by property owners are conducted in the Spring.

On March 6, 2017, a grassfire fueled by 60-70 mph winds spread quickly from Logan County into Phillips County, resulting in school evacuations in Fleming and Iliff and the closure of CO 59 between I-76 and Haxtun. Four homes were destroyed by the fire, three in Logan County and one in Phillips County.

Section Five – Mitigation Strategy

This section describes the **Mitigation Strategy** developed by Logan County, based on the assessment of risks and vulnerable community assets that was updated at the planning workshop and through survey feedback and interviews with local officials. The Mitigation Strategy includes Mitigation Actions for reducing local risks and accomplishing the 2020-2025 goals identified below.

1. Reduce loss of life, property damages, and economic impacts caused by natural hazard events.
2. Improve County-level capabilities to reduce disaster losses.
3. Increase public awareness of potential hazard impacts.
4. Improve preparedness for future pandemic events by collaborating with government, business, education, medical and public health partners on plans that address identified

lessons learned from the COVID-19 public health disaster on a local, region and state level.

5. Maintain FEMA eligibility and qualify participating communities for federal mitigation grant funds.

The Logan County Hazard Mitigation Planning Team reviewed the status of 2015 projects and determined which incomplete actions to retain in the updated plan. Table 5.1 below provides a report on the status of Mitigation Actions identified in the previous 2015 version of this plan.

Table 5.1 Status of 2015 Mitigation Actions

Logan County			
#	2015 Mitigation Actions	Responsible Agency	Status
1	Obtain <i>StormReady</i> certification from National Weather Service.	OEM	Complete, recertified in 2019
2	Establish a dedicated public frequency to increase the speed of weather alerts and warnings.	OEM, Sterling Emergency Communications Center	Complete (Code Red)
3	Establish a Local Emergency Planning Committee and complete development of the multi-jurisdictional emergency operations plan.	OEM	Complete
4	Pursue the development of a combined Emergency Operations Center (EOC)/Communications Center.	OEM, Sterling Emergency Communications Center	Complete
5	Implement the Pawnee Creek Flood Mitigation Projects.	Logan County Water Conservancy District	Partially complete (dredging); retain for 2020
6	Implement the Sand Creek Flood Mitigation Project for the City of Sterling.	Logan County Water Conservancy District	Not complete
7	Construct a multi-purpose flood control dam at Pawnee Pass.	Logan County Water Conservancy District	Not complete
8	Construct additional flood retention ponds in the watershed.	Logan County Water Conservancy District	Not complete
9	Promote the construction of model and full-scale tornado shelters and safe rooms.	OEM	Partially complete (shelters marked in Sterling); retain for 2020
10	Undertake a targeted public education program for uninsured flood-prone property owners in Crook and Sterling.	OEM, Colorado Water Conservation Board	Partially complete; retain and add other towns w/flood hazards
11	Provide refresher training for lenders and insurance agencies regarding the NFIP and publicize and promote the purchase of flood insurance for flood-prone properties.	OEM, Colorado Water Conservation Board	Ongoing
12	Conduct one-day flood recovery and mitigation exercises as an awareness tool for local officials in Crook and Sterling.	OEM, Colorado Water Conservation Board	Not complete
13	Promote the benefits of crop insurance to the agricultural community in Logan County.	OEM	Ongoing; change agency responsible to FSA
14	Conduct a public education campaign that addresses water conservation and tornado safety.	OEM	Ongoing; retain, but remove water conservation

15	Obtain a new warning siren for Franklin Park in Sterling for the downtown area.	OEM	Complete
16	Construct new flood mitigation wall and gate around the Sterling sewer facility headworks.	City of Sterling, OEM	Complete
17	Obtain new emergency backup generator for the Sterling Service Center to allow the fueling of emergency vehicles during power disruptions.	City of Sterling, Logan County, OEM	Not complete
18	Develop new recharge wells at the Scalva Farms site to relieve pressure	Logan County Water Conservancy District	Not complete; do not retain for 2020
19	Review Flood Risk Report (2014) and incorporate findings into local flood hazard mitigation planning efforts.	Logan County, City of Sterling, Affected Towns, Logan County Water Conservancy District	Complete

Mitigation Achievements, 2015-2020

Since 2015, significant progress has been made with implementation of the Mitigation Actions recommended in the previous plan, including the achievements listed below.

1. Recertification of Logan County as a **StormReady** community by the National Weather Service.
2. Completed implementation of **Code Red** as a dedicated public frequency to increase the speed of weather alerts and warnings.
3. Established a **Local Emergency Planning Committee (LEPC)** and completed development of the multi-jurisdictional **Emergency Operations Plan (EOP)**.
4. Logan County and the City of Sterling completed the project to develop a **combined Emergency Operations Center (EOC)/Communications Center**.
5. Acquired and installed a new **warning siren for Franklin Park** in the downtown Sterling area.
6. Completed construction of a **new flood mitigation wall and gate** around the Sterling sewer facility headworks.
7. The City of Sterling and the Department of Corrections completed a **joint flood mitigation project** to remove trees, brush and other debris from floodways.
8. Reviewed the 2014 Flood Risk Report and incorporated findings into local flood hazard mitigation planning efforts.

2020-2025 Mitigation Actions

The evaluation and prioritization of proposed 2020 Mitigation Actions were based on the updated risk assessment (i.e., probability and magnitude of impacts for each hazard), significant events from the last five years, and the informed judgement of local officials who weighed the pros and cons of proposed actions based on their subject matter expertise and experience with local hazards. The STAPLEE evaluation tool was considered as an additional method for evaluating the effectiveness of each action item. STAPLEE considers social, technical, administrative, political, legal, economic, and environmental constraints and benefits of each proposed activity.

Mitigation Actions 1-11 in the table below are new and ongoing initiatives that address the vulnerability of communities and critical facilities to the types of severe hazard events experienced in Logan County in the last five years. These proposed actions are intended to address the high priority natural hazards identified in this County Planning Element. Mitigation

Action 12 is a new initiative to improve coordination and collaboration between Logan County and the owners and operators of Class I (High Hazard) dams in Logan County. Mitigation Actions 13-17 are intended to help Logan County and its local partners reduce the impacts to public health from future pandemic events like the COVID-19 crisis.

Ongoing actions from the 2015 plan and proposed new mitigation actions were rated as High or Medium priority (actions considered low priority are not included in the update of this plan). The results of this effort are summarized in the table below, including a description of each mitigation action, timeframe for completion, estimated cost, priority, and the entity or entities responsible for implementing the action.

Table 5.2 Mitigation Actions 2020-2025

Logan County					
#	Proposed Mitigation Actions	Timeframe	Estimated Cost	Responsible Agency	Priority
1	Maintain <i>StormReady</i> certification from National Weather Service; recertification in 2021 and 2023.	Next 5 Years	Staff Time	Logan County OEM (OEM)	High
2	Implement the Pawnee Creek Flood Mitigation Projects.	Ongoing	TBD	Logan County Water Conservancy District	High
3	Conduct a tornado safety public education campaign and promote the construction of model and full-scale tornado shelters and safe rooms.	Ongoing	Staff Time	OEM	Medium
4	Undertake a targeted public education program for uninsured flood-prone property owners in Fleming, Iliff, Sterling and unincorporated Logan County. Extend education effort to Crook and Merino as new DFIRMS are approved/adopted.	Ongoing	Staff Time	OEM, NFIP Participants, Colorado Water Conservation Board (CWCB)	High
5	Provide refresher training for lenders and insurance agencies regarding the NFIP and publicize and promote the purchase of flood insurance for flood-prone properties.	Next 5 Years	Staff Time	OEM, NFIP Participants, CWCB	High
6	Conduct one-day flood recovery and mitigation exercise as an awareness tool for local officials in Crook, Iliff, Merino and Sterling.	Next 5 Years	Staff Time	OEM, Town Officials, CWCB	Medium
7	Obtain new emergency backup generator for the Sterling Service Center to allow the fueling of emergency vehicles during power disruptions.	Next 5 Years	\$15,000–\$25,000	City of Sterling, Logan County, OEM	High
8	Promote the benefits of crop insurance to the agricultural community in Logan County.	Ongoing	Staff Time	USDA Farm Service Agency	Medium
9	Amend floodplain management regulations to reference new FEMA Flood Insurance Rate Maps (FIRMs) and, where applicable, the 2019 Flood Insurance Study (FIS). Review and amend regulations as needed to conform to the new flood data.	1-2 Years	Staff Time	Logan County, City of Sterling, Town of Crook, Town of Iliff, Town of Merino	Medium
10	Continue to participate in the National Flood Insurance Program (NFIP) by enforcing local	Ongoing	Staff Time	Logan County, City of Sterling,	Medium

	floodplain regulations and implementing or improving upon effective floodplain and stormwater management practices.			Town of Fleming, Town of Iliff	
11	Update the Weather Safety Plan for the Logan County Fairgrounds, to include decision triggers, designation of safe structures, evacuation procedures, communications plan, posted emergency information, and measures for early detection of lightning and other severe weather hazards in the area.	Next 5 Years	Staff Time	OEM, Logan County Buildings and Grounds Department	Medium
12	Improve coordination with owners and operators of the two High Hazard (Class I) dams located in the county (Prewitt/North Sterling), including regular information-sharing and collaborative planning and exercise activities.	Next 5 Years	Staff Time	OEM, Logan Irrigation District, North Sterling Irrigation District	Medium
13	Develop a comprehensive After-Action Report that documents COVID-19 impacts and captures lessons learned related to government services, public safety, education, agriculture, health care and the economy.	1-2 Years	Staff Time (Multiple Agencies)	OEM with EMS, Public Health and Medical Services Partners	High
14	Develop a countywide mitigation strategy that outlines recommended actions that can be taken at different stages of a pandemic by individuals/families at home, schools and childcare facilities, assisted living facilities, workplaces, health care facilities, and community- and faith-based organizations.	Next 5 Years	Staff Time (Multiple Agencies)	OEM with EMS, Public Health and Medical Services Partners	High
15	Develop a medical surge capacity plan, in cooperation with local, regional and state partners, to improve capabilities for scaling up the coordinated delivery of health interventions during a pandemic event, including vaccinations, patient transport and care, medical staffing, and critical medical and personal protective equipment.	Next 5 Years	Staff Time (Multiple Agencies)	OEM with EMS, Public Health and Medical Services Partners	High
16	Develop a plan for acquiring, maintaining and refreshing a local stockpile of vaccines, medicines (including antibiotics and antivirals), and equipment (such as masks, gowns, and ventilators) and identify reliable vendors and other external sources to supplement local stockpiles.	Next 5 Years	Staff Time (Multiple Agencies)	OEM with EMS, Public Health and Medical Services Partners	High
17	Develop public education guidelines for communicating with the public during a pandemic that: (1) ensures information is timely, accurate and coordinated, (2) addresses the needs of non-English speaking residents, and (3) includes provisions for addressing rumors, misinformation and public perceptions of risk.	Next 5 Years	Staff Time (Multiple Agencies)	OEM with EMS, Public Health and Medical Services Partners	High

Section Six – Maintaining and Updating the County Plan Element

Formal Plan Adoption

In accordance with protocols established by the Colorado Division of Homeland Security & Emergency Management (CDHSEM), the final draft of this updated plan is submitted to CDHSEM for state-level review and recommended changes prior to FEMA review. FEMA then reviews the plan and, pending any required changes, issues a notice that the plan is Approvable Pending Adoption (APA) by the governing body of each participating jurisdiction. According to CDSHEM requirements, the plan must be formally adopted by participating jurisdictions within eight months of receiving notice of FEMA APA status.

Plan Maintenance

Regular maintenance of this plan will help maintain a focus on hazards that pose the greatest risks and on the recommended measures for reducing future potential hazard losses. The Logan County Emergency Manager will serve as the primary point of contact and will coordinate all local efforts to monitor, evaluate, and update this plan. Participating jurisdictions and individual departments are responsible for implementing their specific mitigation actions and reporting on the status of these actions to the Emergency Manager.

Plan maintenance involves an ongoing effort to monitor and evaluate the implementation of identified action items in the plan, and to update the plan as progress, opportunities, obstacles, or changing circumstances are encountered. At least once a year, the Emergency Manager will convene a meeting to review new hazards data or studies, discuss new capabilities or changes in capabilities, consider any input received from the public, evaluate the effectiveness of existing mitigation actions, and modify or add mitigation actions. In order to ensure transparency in the planning process and promote continued public involvement, these meetings will be open to the public with advance notice provided through relevant websites, social media or news releases.

Incorporation of Mitigation Strategy into Other Plans and Programs

Mitigation is most successful when it is incorporated within the day-to-day operations of land use planning, road and bridge/public works, public health and other mainstream functions of local government. Multi-objective projects that mutually benefit partners and stakeholders are usually more cost-effective and more-broadly supported. Many other local plans present opportunities to address hazard mitigation in a way that can support multiple community objectives.

Ideally, identified mitigation actions should be implemented through existing plans and policies, which already have support from the community and policy makers. The incorporation of elements of this plan into existing planning mechanisms requires coordination between the Emergency Manager and the staff of each department responsible for implementing specific mitigation actions. The Emergency Manager, with support and guidance from Participating Jurisdictions, will work with the responsible agencies to incorporate this County Plan Element into existing planning mechanisms.

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 4th day of May, 2021, by and between the County of Logan, State of Colorado, hereinafter called "County", and Ben Hewes the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T9 R53W SW 1/4 Sec 11
parcel 2; and

WHEREAS, Applicant desires to install and construct a Driveway Access, which will be located **(Circle One)**: along, bore under, or trench across _____, to benefit the above described premises; and

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

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

- ☐ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☐ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct driveway access, described above, in the right of way of CR 330, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☐ All work authorized by this Agreement shall be completed no later than 5/31/21.
- ☐ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☐ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☐ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Hewes, Ben
ROW2021-7 Driveway Access
C.R. 330, Sterling
(SW4) 11-9-53

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

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

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

☐ Other Provisions: _____

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

Owner #1 Ben Hewes Printed name BEN HEWES
Signature
Owner #2 _____ Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:

BEN HEWES
Printed name
Ben Hewes
Signature
Address: 23322 CR 330
Sterling CO 80751

Application Fee Paid 50.00
Date 4/27/2021

Signed at Sterling, Colorado the day and year first above written.

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

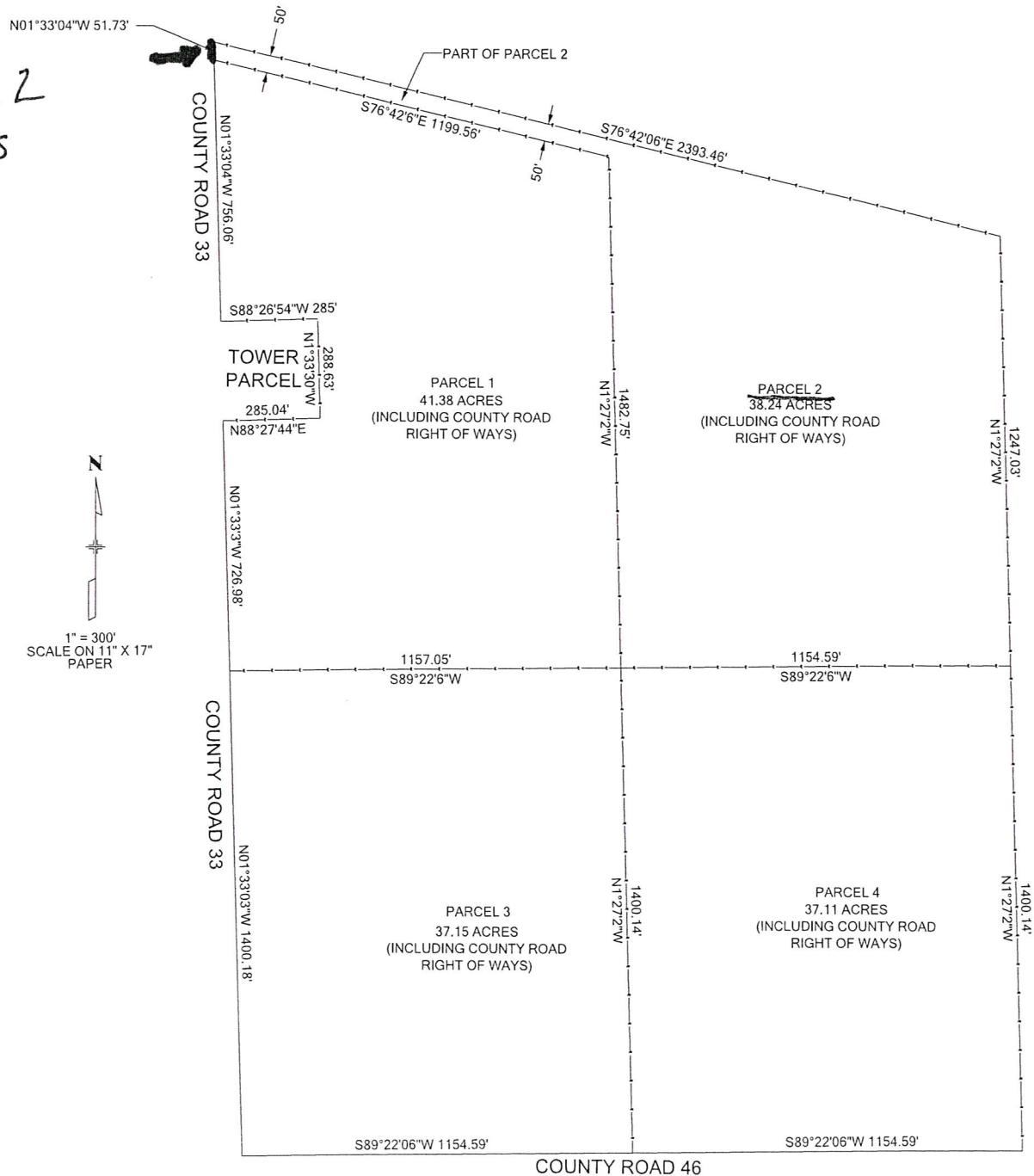
Hewes, Ben
ROW2021-7 Driveway Access
C.R. 330, Sterling
(SW4) 11-9-53

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Parcel 2
Access



Hewes, Ben
ROW2021-7 Driveway Access
C.R. 330, Sterling
(SW4) 11-9-53

RESOLUTION

NO. 2021- 18

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT (CUP) #250 TO OPERATE A SAND AND GRAVEL MINING PIT KNOWN AS THE BARKLEY PIT IN AN AGRICULTURAL ZONE DISTRICT LOCATED IN THE NORTH HALF (N2) OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 49 WEST OF THE 6TH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO.

WHEREAS, the Board of County Commissioners of Logan County is requesting a Conditional Use Permit #250, to operate a sand and gravel mining pit known as the Barkley Pit located in the North Half (N2) of Section 17, Township 6 North, Range 49 West of the 6th Principal Meridian, Logan County, Colorado; and

WHEREAS, the applicant has been issued permit # M 2020-053 from the State of Colorado Department of Natural Resources, Division of Reclamation, Mining and Safety to operate a sand and gravel mining pit on the above-described premises, in compliance with all Mined Land Reclamation Board Rules and Regulations; and

WHEREAS, on April 20, 2021 a public hearing of the Logan County Planning Commission was held to consider the request of Conditional Use Permit #250 for the Board of County Commissioners of Logan County to operate a sand and gravel mining pit in an Agricultural Zone District, on the above described property; and

WHEREAS, notice of the public hearing was properly published and posted on the subject property; and

WHEREAS, on May 4, 2021, a public hearing of the Board of County Commissioners was held to consider the application for a Conditional Use Permit to operate a sand and gravel mining pit known as the Barkley Pit. At which time the Board reviewed the application, supporting materials and heard the statements of interested persons.

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

I. APPROVAL:

The application of the Board of County Commissioners for a Conditional Use Permit #250 to operate a sand and gravel mining pit known as the Barkley Pit on the above described premises, is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The proposed use on the described site is compatible with existing land uses in the area, which is zoned Agricultural District with a Conditional Use Permit required for operating a sand and gravel mining pit.

III. CONDITIONS:

1. The permit shall be for a term of ninety-nine (99) years on the identified and approved Conditional Use Permit #250. The use permitted must remain in ongoing compliance with the Logan County Zoning Resolution and all other Federal, State and local rules and regulations. Periodic reviews for ongoing compliance with such regulations shall be conducted every five (5) years. If any changes, such as alterations or enlargements occur to the Conditional Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
2. The permit is limited to the operation of a sand and gravel pit on the site.
3. The sand and gravel pit shall remain in continued compliance with all

applicable Federal, State (including the State of Colorado Department of Natural Resources, Division of Mining, Reclamation and Safety), and County regulations.

4. The Board of County Commissioners retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the foregoing conditions of the permit. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done this 4th day of May, 2021

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

(Aye) (Nay)

Joseph A. McBride

(Aye) (Nay)

Jane E. Bauder

(Aye) (Nay)

I, Pamela M. Bacon, County Clerk and Recorder in and the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 4th day of May, 2021.

County Clerk and Recorder

LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION

AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION

DEPARTMENT OF PLANNING & ZONING

LOGAN COUNTY COURTHOUSE

STERLING, COLORADO 80751

Applicant

Name: Logan County Board of County Commissioners Phone: 970-522-0885
Address: 315 Main St., Sterling, CO 80751

Landowner

Name: Barkley Ventures, LLC Phone: _____
Address: 4693 C.R. 77 Fleming, CO 80728

Description of Property:

Legal: 1/4 Section N2 Section 17 Township 6 Range 49

Address: _____ Access off CR or Hwy: C.R. 10

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

Filing _____ Lot _____ Block _____ Tract _____ Lot Size 318 Acres.

Current Zoning: Ag **Current Land Use:** Ag

Proposed Conditional Use: Extractive Use - Sand & gravel

Terms of Conditional Use: _____

Building Plans: _____

Names and addresses of all adjacent landowners within 500 feet of the above described property: _____

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

Dated at Sterling, Colorado, this 2nd day of March, 2021.

Barkley Gravel Pit Signature of Applicant: _____

CUP # 250

M2020-053 Signature of Landowner: _____

N2 Section 17-6-49

FOR COUNTY USE

Application Fee: One Hundred Dollars (\$100.00) N/A - waived.

Date of Planning Commission: 4/20/21

Recommendation of Planning Commission: ✓ Approval _____ Denial

Recommended Conditions of Conditional Use Permit: _____


Chairperson, Planning Commission

=====

COUNTY COMMISSIONERS ACTION:

Conditions of Conditional Use Permit: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Barkley Gravel Pit
CUP # 250
M2020-053
N2 Section 17-6-49

**LEASE AGREEMENT WITH OPTION TO BUY GRAVEL AGGREGATE MATERIAL
BARKLEY VENTURES, LLC**

THIS LEASE AGREEMENT WITH OPTION TO BUY GRAVEL AGGREGATE MATERIAL ("Lease") is made and entered into by and between Barkley Ventures, LLC, 37151 CR 16, Fleming, CO 80728, ("Owner"), and Logan County, Colorado, a political subdivision of the State of Colorado, 315 Main Street, Sterling, Colorado 80751 (the "County").

1. **Lease.** In consideration of the mutual covenants contained herein, the Owner does hereby lease to the County the real property more particularly described as follows and referred to hereafter as the "Leased Premises":

A PARCEL OF LAND IN THE NORTH HALF (N1/2) OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 49 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 89°12'00" EAST ALONG THE NORTH LINE OF SAID SECTION 17 A DISTANCE OF 2580.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°12'00" EAST ALONG THE NORTH LINE OF SAID SECTION 17 A DISTANCE OF 75.00 FEET; THENCE SOUTH 0°39'55" EAST A DISTANCE OF 527.02 FEET; THENCE SOUTH 16°56'00" EAST A DISTANCE OF 576.18 FEET; THENCE SOUTH 22°01'55" EAST A DISTANCE OF 121.58 FEET; THENCE NORTH 88°52'40" EAST A DISTANCE OF 1446.80 FEET; THENCE SOUTH 1°07'20" EAST A DISTANCE OF 1487.46 FEET TO A POINT ON THE SOUTH LINE OF SAID N1/2 OF SECTION 17; THENCE SOUTH 89°18'40" WEST ALONG THE SOUTH LINE OF SAID N1/2 OF SECTION 17 A DISTANCE OF 1149.58 FEET; THENCE NORTH 20°25'20" WEST A DISTANCE OF 1048.02 FEET; THENCE NORTH 12°06'05" WEST A DISTANCE OF 1187.57 FEET; THENCE NORTH 0°39'55" WEST A DISTANCE OF 519.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 50.00 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE NORTH LINE OF SAID SECTION 17;

together with the grant to County of the exclusive right and option to mine, extract, process and remove from the Leased Premises all of the sand and gravel aggregate owned in and under said premises, with the right to remove any and all top soil or "overburden" above said sand and gravel, and together with the right to use necessary space for stockpile on said premises, all without any payment in addition to the royalties herein specifically provided for.

2. **Purchase of Materials.** If during the term of this Lease the County desires to purchase and remove any gravel material located on the Leased Premises, the Owner will be paid a royalty at the following rates (the "Purchase Price") per cubic yard for all gravel aggregate removed by County from the Leased Premises:

Commencement Date to December 31, 2021	--	\$0.45 per cubic yard
January 1, 2022 to December 31, 2022	--	\$0.50 per cubic yard
January 1, 2023 to December 31, 2023	--	\$0.51 per cubic yard
January 1, 2024 to December 31, 2024	--	\$0.53 per cubic yard
January 1, 2025 to December 31, 2025	--	\$0.54 per cubic yard

At the end of each month of operations the County will submit to Owner an accounting of the total number of cubic yards of material extracted and removed, showing dates the material was removed, and will simultaneously pay the total due based on the Purchase Price. The County shall not be obligated to remove and purchase any minimum amount of material, nor shall it be limited in the amount it may remove and purchase, but shall in all respects be entitled to remove and purchase its requirements as determined by the County in its sole discretion. In the event no materials are removed during any month, no payment or accounting is required.

3. **Term.** This Lease shall commence on the effective date set forth below and shall remain in full force and effect for a term of five years, ending December 31, 2025.
4. **Renewal.** This Lease may be renewed for an additional term of five years. The renewal shall take place automatically unless either party notifies the other in writing of its intent to terminate the Lease at least 60 days before the end of the original term. The terms and conditions of the Lease during any additional term shall be the same as under the initial Lease, with the Purchase Price paid in the 2025 calendar year remaining fixed for the duration of the five year renewal term, unless otherwise modified by a separate written agreement.
5. **Operator.** The County is the "Operator" of the aggregate operation on the Leased Premises for purposes of the Colorado Mined Land Reclamation Act (the "Act"). Owner agrees that during the term of this Lease, Owner will not act and Owner will not allow any other person or entity to act as an "Operator," as defined in the Act.

6. **Additional Rights and Obligations of County.**

- A. *Access.* The County shall have the right to ingress and egress to the Leased Premises by using an existing private road that is owned by Owner. The County agrees to close any gates that it opens. In addition, the County may build additional roads within the Leased Premises as may be reasonably necessary for the production and removal of materials. In building additional roads, the County may use materials from the Leased Premises and no payment shall be required for said materials. Any roads created by the County will be reclaimed upon termination of this lease, unless otherwise mutually agreed by the Owner and County.
- B. *Additional Structures/Equipment Storage.* The County has the right to erect any temporary structures, such as screening, crushing, and asphalt plants; to stockpile material in an area of sufficient size; and to employ any reasonable methods for the removal of said material. All such structures shall be removed from the Leased Premises at the term of the Lease, or within a reasonable time after expiration of the term of this Lease. The County has the right to drill water wells on the Leased Premises for use in connection with mining operations. On permanent cessation of the use of any well or termination of the Lease, the County shall leave such well and the casing for the Owner, but may remove any pumps or motors. The County shall also be permitted to place its mining equipment on the Leased Premises, which includes but is not limited to front-end loaders, scrapers, bulldozers, dump trucks and a water truck. All improvements and equipment placed on the Leased Premises remain the County's property.
- C. *Limitations on Use.* This Lease and any state, county, or municipal permits obtained by the County for removal of material are for use on County construction and maintenance projects only. The County agrees not to interfere with the Owner's agricultural or grazing pursuits on the rest of the Owner's property, and further agrees that Owner may continue to farm the undisturbed areas within the Leased Premises as mining progresses.
- D. *Limitation of Area.* The County shall confine its operation to the Owner's Mined Land Reclamation Permit area, existing at the time this Lease is executed and as may be modified by the grant of additional expanded permit boundaries, which shall be marked by the County's placement of permanent stakes to mark the boundaries of the area of the Owner's Mined Land Reclamation Permit in such a manner as not to be covered during the operations by stored gravel, topsoil or overburden. Should such stakes be

covered or moved by County operations, County agrees to re-stake the permit area.

- E. *Overburden.* All topsoil or other overburden removed in the mining and extraction operations shall remain on the site for future reclamation use. All gravel extracted and awaiting removal from the premises shall be stored on the site, but shall not cover the topsoil or overburden.
- F. *Slopes, Contours.* All operations and final contours shall be in accord with the specifications described in the applicable Mined Land Reclamation Permit.
- G. *Trash and Debris.* All asphalt, asphalt mix, and trash created by the County (or its contractors) will be removed from the affected area at the termination of the Lease.
- H. *Extension to Remove Stockpiled Material.* Upon termination, this Lease shall be extended beyond the lease term for the limited purpose of allowing the County to remove stockpiled materials that were mined prior to the expiration date of the Lease, all of which shall be removed within 120 days after the expiration of the term of the Lease.
- I. *Reclamation.* Reclamation of the pit surrounding any disturbed area shall be the responsibility and expense of the County and shall be completed pursuant to the Owner's Mined Land Reclamation Permit. The County shall be granted license by the Owner to enter the Leased Premises, after termination of the Lease and without obligation to pay any additional compensation, to perform the reclamation obligations imposed by the Owner's Mined Land Reclamation Permit until the reclamation is satisfactorily completed as determined by the Colorado Mined Land Reclamation Board.
- J. *Storm Water.* The County shall reasonably defend the site from storm water runoff originating from property other than the Owner's by reasonable means, such as berms and dikes and maintenance of the same.
- K. *Records.* The County shall keep an accurate record of all materials removed from the Leased Premises. The Owner shall have the privilege of examining the County's records relating to the Leased Premises during normal business hours.
- L. *Surface Rights.* The County has the right to clear brush and undergrowth from such portions of the Leased Premises as may be reasonably necessary to explore for material or to locate pits, quarries, and stockpile areas.

- M. *Damage to Livestock, Crops, and Improvements.* The County shall repair any damage done to water wells, drinking troughs, storage tanks, and other similar improvements on the Leased Premises. The County shall pay the reasonable value of any livestock or crops that may be injured, killed, destroyed, or damaged by the County or its agents.
- N. *Protection of Premises.* The County shall install, or maintain if already installed, gates or cattle guards at all entrances into the Leased Premises used by the County. Said gates will be locked at night and at all times the area is not used by the County.

7. **Owner's Obligations.**

- A. *Water.* The Owner shall not run water into the existing excavation or future excavations located on the Leased Premises unless the County has previously agreed in writing that the water would not affect its operation. Any necessary water augmentation shall be the sole responsibility of the Owner and at the Owner's sole expense, and shall be completed in a timely fashion.
- B. *Property Taxes.* Owner shall pay all taxes assessed or that may be assessed against the Leased Premises promptly and before they become delinquent, including but not limited to real property taxes and severance taxes.

8. **Applicable Regulations.** Colorado Mined Land Reclamation Rules and Regulations will apply in addition to all other federal, state, and local statutes, rules, and regulations applicable to mining activities. The parties agree to comply with all applicable statutes, rules, and regulations.

9. **Indemnification.** To the extent authorized by law, the County will hold harmless and indemnify the Owner for liability arising from acts or omissions of the County and its employees in the performance of this Lease. The Owner remains responsible for its own acts and for dangerous conditions on the land not attributable to the County or its employees.

10. **Warranty of Title.** The Owner warrants that the Owner has good and legal title to the Leased Premises and the lawful right to grant this Lease with County, and that the Owner will hold the County harmless from any and all claims from others asserting any interest in the Leased Premises.

11. **Default and Cure.** In the event any default occurs in the performance of any term or condition of this Lease by either party, the non-defaulting party shall have the right to cure. The defaulting party shall have 30 days in which to cure the default, and if the defaulting party fails to cure the default or to commence and diligently

pursue such cure within such 30-day period, then the non-defaulting party shall have the right to take action to cure the default, and to charge the expenses thereof to the defaulting party. If the Owner is the defaulting party, such charges may be deducted from any royalties for extraction of materials hereunder due to the Owner. In any event, the charges of cure shall bear interest at the rate of 12 percent per annum from the date incurred until paid.

12. Sales to Third Parties.

No persons other than County shall be permitted to mine and remove aggregate from the Leased Premises, except Owner is permitted, to the extent allowed by applicable state or federal rules and regulations, to remove any stockpiled aggregate for Owner's personal use on its own property, as well as up to 100 cubic yards of any stockpiled aggregate, per year, to be used as Owner sees fit on property other than its own. No sales of sand, gravel, or rock materials to anyone other than County is permitted during the term of this Lease.

13. Miscellaneous.

- A. *Notices.* Any notices required hereunder shall be in writing to the address first set forth above, and shall be deemed delivered upon receipt if delivered by hand or on three days after mailing, if delivered by first class mail, U.S. postage prepaid. If to the County, the Notice shall be addressed to the Chairman of the Board of County Commissioners with a copy to the County Attorney at the same address.
- B. *Binding Effect.* This Lease shall be binding upon and inure to the benefit of the heirs, administrators, successors, personal representatives or assigns of all of the parties hereto, including any subsequent owner of the Leased Premises who acquires title of the Leased Premises during the term of this Lease.
- C. *Entire Agreement.* This is the entire agreement between the parties and supersedes any of the agreements concerning the subject matter of this transaction, whether oral or written.
- D. *Severability.* If any term or condition of this Lease shall be held to be invalid, illegal, or unenforceable, this Lease shall be construed or enforced without such provision.
- E. *Waiver.* No waiver or assent, express or implied, by the non-breaching party to any breach of any of the covenants of the Lease shall be deemed to be a waiver of any succeeding breach of the same covenant.

- F. *Modification.* This Lease shall not be changed or modified except by a writing signed by all parties hereto.
- G. *Recording.* This Lease is given in Colorado concerning Colorado property, and shall be recorded to give public notice thereof.
- H. *Exploration.* The Owner or his lessee has the right to enter onto the property to explore for or to extract oil and gas, provided it does not interfere with the County's gravel and reclamation operations. All surface damage, lease bonus, and royalties connected with the property shall be paid to the Owner and/or other mineral interest owners of record.

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement with Option to Buy Gravel Aggregate Material effective this ____ day of May, 2021.

OWNER:
Barkley Ventures, LLC

COUNTY:
Logan County, Colorado, a political subdivision of the State of Colorado, acting by and through its Board of County Commissioners

Rick Barkley, Member/Manager

Byron H. Pelton, Chairman

Eric Barkley, Member/Manager

Joseph A. McBride, Commissioner

Jane E. Bauder, Commissioner

ATTEST:

(Seal)

Pamela M. Bacon, Clerk to Board

[illegible]

The foregoing Lease Agreement with Option to Buy Gravel Aggregate Material was acknowledged before me on this ____ day of May, 2021, by Byron H. Pelton, Joseph A. McBride, and Jane E. Bauder, Board of County Commissioners, and Pamela M. Bacon, Clerk to the Board of County Commissioners of Logan County, Colorado, a political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[illegible]

The foregoing Lease Agreement with Option to Buy Gravel Aggregate Material was acknowledged before me on this _____ day of April, 2021, by Rick Barkley and Eric Barkley.

Witness my hand and official seal.

My commission expires: _____

Notary Public

AGREEMENT TO EXTEND CONTRACT

This Agreement is between HEARTLAND PULLING, LLC, P.O. Box 431, Bridgeport, Nebraska 69336 and LOGAN COUNTY, COLORADO, 315 Main Street, Sterling, Colorado 80751 (the "Parties").

WHEREAS, the parties to this Agreement To Extend Contract entered into a 2020 Event Contract for the promotion and production of a sanctioned tractor pull at the Logan County Fairgrounds during the 2020 Logan County Fair ("the Contract"). The Contract, consisting of four (4) pages, is attached and insofar as it is not inconsistent with the terms of this agreement, is made a part of this Agreement.

WHEREAS, the performance of the Tractor Pull event at the 2020 Logan County Fair was rendered impossible due to the ongoing COVID-19 pandemic and the associated governmental restrictions on social gatherings, which were deemed necessary to protect the public health, safety and welfare.

WHEREAS, the Parties remain desirous of fulfilling their respective obligations for the 2020 Logan County Fair by extending the Contract under the same terms and conditions for an additional year to provide for the promotion and production of a sanctioned tractor pull event at the 2021 Logan County Fair.

NOW, THEREFORE, the Parties hereto mutually agree as follows:


1. The obligations specified of the Parties in the Contract for the promotion and production of the sanctioned tractor pull event at the 2020 Logan County Fair shall be extended to the 2021 Logan County Fair, under identical terms and conditions, with production of the tractor pull event to occur on Friday, July 30, 2021 at 5:30 p.m.
2. The \$1,000.00 sanctioning fee deposit previously paid by Logan County and retained by Heartland Pulling, LLC for the 2020 event pursuant to Section II of the Contract shall apply to the 2021 event without additional payment.

Dated effective this ____ day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

HEARTLAND PULLING, LLC


(Signature)

Jazalyne Henderson Secretary/Treasurer
(Printed Name and Title)



HEARTLAND PULLING, LLC.
PO BOX 431
BRIDGEPORT, NE 69336
heartlandpullingseries@gmail.com
308-279-0232 or 308-279-1790

2020 Event Contract

Heartland Pulling, LLC (HPS) and Logan County, Colorado, (Promoter) enter into this agreement for the purpose of obtaining a sanctioned event from HPS, with the rights and obligations explained in this contract.

SECTION I. Event Information

HPS agrees to sanction the following event:

Location: 1120 Pawnee Ave., Sterling, CO 80751 Event Date: 7/31/2020 Event Time: 5:30 p.m.

SECTION II. Rates

All fees listed below are in U.S. Dollars. Full payment is required at the conclusion of the event. Please make the necessary arrangements with event/financial personnel.

Sanctioning Fee*	\$1,000
Base Fee**	\$8,745
Street Stock (optional)	\$400.00
Additional Hooks	Maximum \$250
Announcer – Paid separately than HPS	Quote Available on Request
Total	\$10,395.00

*The sanctioning fee is the required fee to post the event on our schedule, order insurance coverage and handle administrative expenses. The fee must be paid to have the event considered "confirmed", and is non-refundable.

**The base fee includes all HPS administrative personnel that will help manage your event, including entry, scales, sled rental, sled operator, tech official, and competitor purse payments. Please see Section IV for promoter-supplied help.

SECTION III: What We Provide

In return for the payment of the above-mentioned sanction fee and base fee, HPS will provide the following for your event:

- Flagman-Starting Line
- Flagman-Finish Line
- Tech Official
- Scale Official
- Entry, results and payout official
- Insurance (for pull event only - DOES NOT INCLUDE other coverages)
- Sled and Scales
- Hook and Unhook Personnel

SECTION IV: What You Must Provide

In order to help make your event successful, the Promoter must provide the following:

- Dirt Track minimum 250 feet in length (prefer 300 feet), 30 feet wide
- Four tow vehicles (prefer small utility tractors or pickups)
- Water Source to wet the track

- Announcer (HPS has an announcer available for most events)
- Amplifier and sound system for announcer's use
- Security, including those checking pit passes at pit entrances and ticket takers for general admission
- Ambulance/Paramedic Crews
- Fire extinguishers (minimum two - prefer one every 50 feet trackside)
- Advertising for event
- Insurance for additional attractions
- Equipment to maintain track surface/personnel to man equipment
- Loader or Vehicle to assist unloading HPS scales and weighting/unweighting of the sled (must be able to lift and maneuver 2,000 pounds of weight).

SECTION V: HPS Event Rules

1. All pullers, pit crews and family members are required to purchase pit passes for the pit areas based upon the established HPS maximums. HPS will collect all pit passes and hook fees from HPS member pullers. Hook fees and pit pass fees remain property of HPS.
2. HPS does not charge an entry fee to HPS members; however, a hook fee is collected from each HPS member upon entry. This hook fee is retained by HPS.
3. The promoter is not allowed to collect additional fees (including, but not limited to, entry fees, pit pass surcharges, vehicle fees, and gate fees) from members.
4. If the event is multi-session, the pit pass rate for HPS-related personnel (including competitors, pit crews, and immediate family) shall be limited to a one-day charge.
5. The pit pass rate for HPS competitors, pit crew and immediate family is capped at \$20. This maximum is only valid for persons known/declared to HPS entry personnel during the registration process. HPS **does not** regulate standard grandstand or pit pass rates for persons not affiliated with HPS.
6. HPS does not issue free pit passes other than the ones listed below. If the promoter wishes to distribute complimentary pit passes (to ambulance/fire crews, for example), the promoter is responsible for sourcing and securing a distinct pit pass and distributing those complimentary passes before the start of the event. HPS will collect pit passes at prevailing rates for all persons who enter through the pit gates. As part of the contract terms, the following personnel (maximum 10) are to receive pit passes at no charge:
 1. Flagmen
 2. Tech officials
 3. Scale Official
 4. Entry, results, payout personnel
 5. Each sanctioned competitor receives 2 pit passes with payment of hook fee.
7. The pit areas must be open and accessible no later than four (4) hours prior to the start of the event. If street stock classes are selected, we recommend designated pit areas for street stock and HPS vehicles.
8. HPS reserves the right to display appropriate banners, track markers, and other promotional material, and reserves the right to sell souvenir shirts, programs, etc. on the event grounds without additional charges by the Promoter. Also, HPS reserves the right to have our announcer read advertising copy provided by HPS, including upcoming pulls and major sponsors of HPS.
9. HPS requires a suitable spot for our video crew/vehicle. The vehicle shall be located near the end of the track with an unobstructed view of the track. HPS also reserves the right to video the entire event and sell DVD's to HPS members. Such video will remain the property of HPS.
10. HPS event is an alcohol-free event from start to finish. In order to comply with our family-oriented nature and insurance regulations, we absolutely prohibit alcohol in the pit area from the pit opening to the conclusion of the show. Anyone caught possessing open containers of alcohol will be asked to discard the alcohol and will be asked to leave the pit area. Once the entire event has concluded, the alcohol rule does not apply.

SECTION VI: Additional Insureds

Please list all additional insureds here. There is no charge for additional insureds listed on this contract. Additional insureds not listed in this section may invoke a \$40 handling charge per insured requested.

1) "Logan County, Colorado, a body corporate and politic"

315 Main Street, Sterling, CO 80751

Affiliation: Promoter

SECTION VII: Contract Terms

This contract, once executed by both parties, shall be considered in full force and subject to cancellation terms listed in Section VIII. This contract is enforceable in parts, as well as a whole, and the invalidation of one portion of the contract will not affect the other portions of the contract.

All changes to the contract must be in writing, and accepted by both parties. It is understood that no verbal agreements that conflict with terms of this contract have been accepted.

SECTION VIII: Cancellation / Non-Performance

HPS accepts this contract in good faith. If the Promoter wishes to cancel the contract, such cancellation must be received in writing no later than 60 days prior to the event date. Such cancellation prior to the 60-day date will require payment of the non-refundable \$1000.00 deposit. No other amounts shall be due to HPS.

If the contract is canceled by the Promoter within 60 days of the event date listed on this contract, HPS reserves the right to demand and collect the full-face value of the contract, including the sanctioning fee, potential mileage charges (using verifiable mileage estimates), and base fee. Such amounts shall be due and payable at the time of cancellation.

In the event of unforeseen circumstances that would cause the cancellation of an event by HPS (i.e. Acts of God, acts of war or terrorism, major mechanical malfunctions of related HPS owned-or-leased equipment, etc.), HPS reserves the right to cancel the event and refund all moneys collected from the Promoter, including the non-refundable sanction fee.

If HPS is remitted funds for any charges, especially sanctioning fees, and such funds are not collectable (i.e. NSF checks, stopped payments, etc.), HPS reserves the right to cancel this contract without penalty or further obligation and remove the event from the schedule. Any rebooking will require an additional \$39 service fee to compensate HPS for the dishonored funds.

RAIN CLAUSE: Once the pull has started (defined as after the first tractor hooks to the sled), HPS will be paid the entire pull fee.

UNFILLED PURSE: HPS pays unfilled purse back to the promoter.

SECTION IX: Contact Information

All correspondence and contact about this event will be conducted between HPS and the following contact:

Organization: Logan County Fair & Rodeo

Contact Name: Todd Thomas, Fair Manager

Mailing Address: 315 Main Street, Sterling, CO 80751

Phone Number: 970-522-0888, Ext. 222.

Fax Number: 970-522-4018

SECTION X: Indemnification and Hold Harmless

Contractor agrees to indemnify and hold harmless Logan County, including its officers, agents and employees, from and against all claims, damages, losses, injuries, and expenses of whatever nature, arising out of or resulting from any acts of omissions of the Contractor, its agents, employees, or assigns.

SECTION XI: Insurance

Contractor shall maintain in full force and effect, at its own expense, comprehensive general liability insurance coverage with a minimum coverage of \$1,000,000 each occurrence, \$1,000,000 general aggregate. Such insurance shall indicate "Logan County, Colorado, a body corporate and politic, is named as Additional Insured" and a certificate of insurance shall be provided to Logan County no later than 3 days prior to the commencement of the Event. Such certificate shall contain a valid endorsement that the policy may not be cancelled or modified without thirty (30) days written notice to Logan County, as provided in section 12 below.

SECTION XII: Notices

Any notice, request, demand, waiver, or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given only if delivered in person or by first class, prepaid, registered or certified mail, sent to the following persons:


To Logan County: Board of County Commissioners
315 Main Street
Sterling, CO 80751

With a copy to: County Attorney
508 S. Tenth Ave.
Sterling, CO 80751

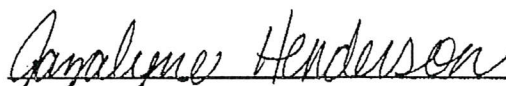
To Contractor: Heartland Pulling, LLC
c/o Greg Lussetto
P.O. Box 431
Bridgeport, NE 69336

SECTION XIII: Acceptance

1. This contract is not considered accepted and in-force until:
 1. Signed by the Promoter
 2. Signed by HPS
 3. Payment of a **\$1000.00 deposit** is received from the Promoter and collected by HPS's official financial institution.
2. The event will not be listed on the official HPS event schedule until the contract is considered accepted.
3. Acceptance of the contract shall be revoked if the payment of the sanction fee is dishonored or revoked.


Promoter Signature

3/31/20
Date


HPS Signature

4/06/2020
Date

AGREEMENT TO EXTEND CONTRACT

This Agreement is between ROCKY MOUNTAIN DERBY PROMOTIONS (formerly known as Go-Derby Promotions), P.O. Box 154, Berthoud, Colorado 80513 and LOGAN COUNTY FAIR & RODEO, 315 Main Street, Sterling, Colorado 80751 (the "Parties").

WHEREAS, the parties to this Agreement To Extend Contract entered into an Agreement For Service dated May 1, 2018, for the promotion and production of a Demolition Derby at the Logan County Fairgrounds during the 2018, 2019 and 2020 Logan County Fair ("the Contract"). The Contract, consisting of seven (7) pages, is attached and insofar as it is not inconsistent with the terms of this agreement, is made a part of this Agreement.

WHEREAS, the performance of the Demolition Derby at the 2020 Logan County Fair was rendered impossible due to the ongoing COVID-19 pandemic and the associated governmental restrictions on social gatherings, which were deemed necessary to protect the public health, safety and welfare.

WHEREAS, the Parties remain desirous of fulfilling their respective obligations for the 2020 Logan County Fair by extending the Contract under the same terms and conditions for an additional year to provide for the promotion and production of a Demolition Derby at the 2021 Logan County Fair.

NOW, THEREFORE, the Parties hereto mutually agree as follows:


1. The obligations specified of the Parties in the Contract for the promotion and production of the Demolition Derby at the 2020 Logan County Fair shall be extended to the 2021 Logan County Fair, under identical terms and conditions, with production of the Demolition Derby to occur on Sunday, August 8, 2021 at 5:30 p.m.
2. Any deposit previously made and retained for the 2020 event pursuant to Section IV, A. of the Contract shall apply to the 2021 event without additional payment.

Dated effective this ____ day of May, 2021.

LOGAN COUNTY FAIR & RODEO
LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

ROCKY MOUNTAIN DERBY
PROMOTIONS



Trent Lutz, President

AGREEMENT FOR SERVICE

THIS AGREEMENT is made this 15th day of May, 2018, by and between the LOGAN COUNTY FAIR & RODEO, 315 Main Street, Sterling, Colorado, hereinafter called "LCFR," and GO-DERBY PROMOTIONS, P.O. Box 200891, Evans, Colorado, 80620, hereinafter called "Go-Derby."

WHEREAS, LCFR is an annual event being conducted at the Logan County Fairgrounds in the City of Sterling, County of Logan, State of Colorado; and

WHEREAS, Go-Derby shall perform the duties of manager and consultant for LCFR to successfully promote and present a Demolition Derby for the LOGAN COUNTY FAIR & RODEO at Logan County Fairgrounds, Sterling Colorado, on Sunday, August 12, 2018 at 5:30 p.m. (the "Event"), as more specifically set forth in Section I.

In Consideration for the foregoing, the parties mutually agree as follows:

SECTION I - SERVICE OF GO-DERBY

- A. Go-Derby agrees to make all arrangements for the recruitment and registration of participants for the Event. Go-Derby will require that all event participants pay an entry fee of \$50.00, purchase all necessary pit passes for \$20.00 each, and pass a vehicle safety inspection.
- B. Go-Derby will determine and provide the racing format, the scheduling of heats, the judging and scoring, the timing of heats, and entertainment between heats, subject to approval by the LCFR.
- C. Go-Derby will provide all judges and make appropriate provisions for any other clerical crew personnel needed for the Event, all at the sole expense of Go-Derby.
- D. Go-Derby shall be responsible for recruiting and soliciting Event participants at its sole cost.
- E. Go-Derby shall be responsible for coordinating the Event schedule and shall report all problems or concerns with the LCFR Demolition Derby Committee Chairman.
- F. Go-Derby shall provide and assign duties and responsibilities to a sufficient number of unpaid volunteers to help with staging the Event.
- G. Go-Derby shall determine the winner(s) of each heat, and the Event, and shall provide the LCFR with a list of winners. Go-Derby shall provide appropriate trophies to event winners at its sole cost, and shall disburse purse moneys to event winners using funds provided by LCFR as indicated in section II., H., below.
- H. Prior to the Event, Go-Derby shall determine the categories of winners entitled to receive purse monies, and the amounts that will be awarded to such winners, subject to approval by the LCFR Demolition Derby Committee Chairman.



- I. Go-Derby shall provide the LCFR with all monies collected for the Event by the conclusion of the Event, on August 12, 2018. Payment of all monies collected must be made to the LCFR no later than the night of the event.
- J. Go-Derby shall at its own cost provide an Announcer for the Event and the necessary amplifier and sound equipment for the Announcer, as well as incidental equipment and supplies, such as supply flags, stop watches, radios and other materials necessary for the Event.

SECTION II - RESPONSIBILITY OF THE LCFR

- A. LCFR shall provide information as necessary or requested by Go-Derby to enable Go-Derby's performance under this Agreement.
- B. LCFR shall promptly notify Go-Derby in writing whenever the LCFR becomes aware of unsatisfactory performance of services.
- C. LCFR agrees to provide Go-Derby with the use of the Grandstand Arena at the Logan County Fairgrounds for the presentation of the Event. Location shall be clear of brush, trash, and other objectionable matter so as to be in a condition that the Event may be safely and conveniently set up.
- D. LCFR shall provide the following site functions and physical services, and associated personnel, as reasonably required during the Event: Ambulance, fire truck, road grader, and water truck.
- E. LCFR shall provide wreckers, front end loaders, and a road grader, and personnel to operate same, for removal of disabled cars from the arena after each heat and after the Event is concluded, and to groom the arena floor as reasonably required before the Event and between Event heats. LCFR shall not load damaged vehicles onto trailers or other vehicles for removal from the Logan County Fairgrounds.
- F. LCFR shall provide security for the Event.
- G. LCFR shall advertise the Event to the public.
- H. LCFR shall pay purse moneys to Go-Derby, in an amount determined by mutual agreement of Go-Derby and the LCFR, in one lump sum in the form of one LCFR check issued to Go-Derby at least seven (7) days prior to the Event, to be disbursed by Go-Derby to event winners the night of the Event in the form of separate checks issued by Go-Derby.
- I. LCFR shall provide personnel for conducting general admission ticket sales for the Event, collected at a price determined solely by the LCFR.
- J. LCFR shall provide tickets and pit passes.

SECTION III - TERM

This agreement applies to the preparation for and presentation of the Demolition Derby to be conducted on August 12, 2018 at the 2018 Logan County Fair, and at each successive Logan County Fair if this agreement renews. Provided that Go-Derby fully complies with all material obligations under this agreement each year and performs the agreement to the sole satisfaction of LCFR, this Agreement shall automatically renew annually for successive annual Events, on dates to be determined, one occurring during the 2019 Logan County Fair and one occurring during the 2020 Logan County Fair. Written notice setting forth each successive Event and the associated dates and times for performance shall be provided by LCFR to Go-Derby within a reasonable amount of time after the dates for each ensuing county fair are determined, but no later than December 15 annually. As required by law, LCFR's obligation to perform this agreement as to any successive Event is subject to a first and prior appropriation of sufficient funds by the governing board of Logan County as may be required for the performance of this Agreement, failing which, this Agreement shall terminate without further obligation or liability of either party.

SECTION IV - PAYMENT AND FEE SCHEDULE

It is understood and agreed by the parties hereto, that the LCFR shall pay Go-Derby for services furnished, and that Go-Derby shall accept as full payment for the services furnished, an amount equal to Nine Thousand Five Hundred Dollars (\$9,500.00) per Event. Payment for services furnished shall be as follows:

- A. Deposit
The LCFR shall pay Go-Derby a non-refundable advance in the amount of One Thousand Five Hundred Dollars (\$1,500.00) upon execution of this Agreement, and One Thousand Five Hundred Dollars (\$1,500.00) no later than February 28 in each successive year that this Agreement renews as provided in Section III.
- B. Event
The LCFR shall pay Go-Derby on the night of the Event the sum of Eight Thousand Dollars (\$8,000.00).

LCFR shall retain and keep all revenues earned from each Event, including all revenue received from general admission ticket sales, pit passes, entry fees or otherwise, regardless of amount.

SECTION V - INDEPENDENT CONTRACTOR

In providing services under this agreement, Go-Derby acts as an independent contractor and not as an employee of the LCFR. Go-Derby shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. Go-Derby, at its expense, shall procure and maintain worker's compensation insurance as required by Colorado law, and personal injury and property damage insurance in the coverage amounts described in Section VII.

SECTION VI - INDEMNIFICATION

Go-Derby agrees to indemnify and hold harmless the LCFR, its officers, agents and employees, for and against any and all claims, suits, expenses, damages, or liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of Go-Derby's negligence in the performance or failure to perform pursuant to the terms of this agreement.

SECTION VII - INSURANCE

Go-Derby shall furnish a certificate of insurance for commercial general liability and worker's compensation, obtained at Go-Derby's sole cost, no less than thirty (30) days prior to performance of this agreement. Work shall not commence under this agreement until Go-Derby has submitted to the LCFR and received approval of the certificate of insurance showing compliance with the following types and coverages of insurance.

Comprehensive General Liability Insurance: to include property damage and personal injury.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

Worker's Compensation Insurance: As Required by Colorado Statutes

Go-Derby's comprehensive general liability and worker's compensation insurance policies and/or certificates of insurance shall be issued to include the LOGAN COUNTY FAIR & RODEO and "County of Logan, State of Colorado, a body corporate & politic" as an "additional insured" and shall include the following provisions:

- A. Underwriters shall have no right of recovery or subrogation against the LCFR, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of Go-Derby.
- B. The insurance companies issuing the policy or policies shall have no recourse against the LCFR for payment of any premiums due or for any assessments under any form of any policy.
- C. Any and all deductibles contained in any insurance policy shall be assumed by and paid at the sole expense of Go-Derby.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice to the LCFR by certified mail, return receipt requested.

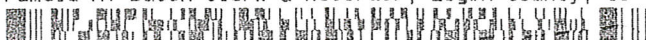
All insurers of Go-Derby must be licensed or approved to do business in the State of Colorado.

At any time during the term of this agreement, the LCFR may require Go-Derby to provide proof of the insurance coverage or policies required herein.

Upon failure of Go-Derby to furnish, deliver and/or maintain such insurance as provided herein, this agreement, at the election of the LCFR, may be immediately declared suspended, discontinued, or terminated. Failure of Go-Derby to obtain and/or maintain any required insurance shall not relieve Go-Derby from any liability under this agreement, nor shall the insurance requirements be construed to conflict with the obligations of Go-Derby concerning indemnification.

SECTION VIII - TERMINATION FOR CAUSE

If, through any cause, Go-Derby fails to fulfill his obligations under this agreement in a timely and proper manner, or if Go-Derby violates any of the covenants, conditions, or stipulations of this agreement or otherwise fails to perform the agreement to the sole satisfaction of LCFR, the LCFR shall thereupon have the right to, in addition to any other remedies provided by law, immediately terminate this agreement upon giving written notice to Go-Derby of such termination and specifying the effective date thereof.



SECTION IX - MUTUAL UNDERSTANDINGS

I. Assignability

Neither this agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by Go-Derby without the prior written consent of the LCFR.

II. Waiver

Waiver of strict performance or the breach of any provision of this agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future.

III. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

IV. Notice

Any notices given under this agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this agreement, any and all notices shall be addressed to the contacts listed below:

Logan County Fair & Rodeo
315 Main Street
Sterling CO 80751
Attn: Fair Manager
Fax No: (970) 522-4018

Go-Derby Promotions
P.O. Box 200891
Evans, CO 80620
Attn: Trent Lutz, President

V. Integration of Understanding

This agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

VI. Severability

If any provision of this agreement is determined to be unenforceable or invalid for any reason, the remainder of this agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

VII. Authorization

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

LOGAN COUNTY FAIR & RODEO

By: [Signature]

Name: BYRON H PELTON

Title: CHAIRMAN BOCC

Date: 29 MAY 2018

GO-DERBY PROMOTIONS

By: [Signature]

Name: Trent Lutz

Title: President

Date: 4/30/18

By: [Signature]

Name: Joan Derr

Title: Secretary/Treasurer

Date: 4/30/18

AGREEMENT TO EXTEND CONTRACT

This Agreement is between WAGNER'S CARNIVAL, LLC, P.O. Box 917, Aransas Pass, Texas 78335 and BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, 315 Main Street, Suite 2, Sterling, Colorado 80751 (the "Parties").

WHEREAS, the parties to this Agreement To Extend Contract entered into an Agreement dated December 3, 2019 for the set up and operation of a complete carnival at the Logan County Fairgrounds during the 2020 Logan County Fair ("the Contract"). The Contract, consisting of five (5) pages, is attached and insofar as it is not inconsistent with the terms of this agreement, is made a part of this Agreement.

WHEREAS, the set up and operation of the Carnival at the 2020 Logan County Fair was rendered impossible due to the ongoing COVID-19 pandemic and the associated governmental restrictions on social gatherings, which were deemed necessary to protect the public health, safety and welfare.

WHEREAS, the Parties remain desirous of fulfilling their respective obligations for the 2020 Logan County Fair by extending the Contract under the same terms and conditions to provide for the set up and operation of a Carnival at the 2021 Logan County Fair.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

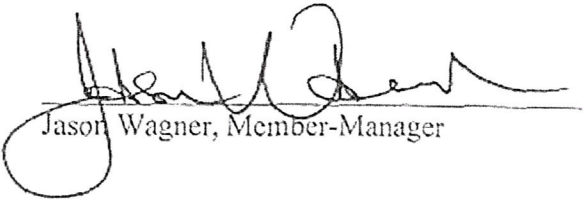
1. The obligations specified of the Parties in the Contract for the set up and operation of a complete Carnival at the 2020 Logan County Fair shall be extended to the 2021 Logan County Fair, under identical terms and conditions, with the set up and operation of a complete Carnival to occur from Tuesday, August 3, 2021 at 4:00 p.m. until Sunday, August 8, 2021 at 10:00 p.m.
2. Any deposit previously made and retained for the 2020 event pursuant to Section 6 of the Contract shall apply to the 2021 event without additional payment.

Dated effective this ____ day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

WAGNER CARNIVAL, LLC



Jason Wagner, Member-Manager

AGREEMENT TO EXTEND CONTRACT

This Agreement is between WAGNER'S CARNIVAL, LLC, P.O. Box 917, Aransas Pass, Texas 78335 and BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, 315 Main Street, Suite 2, Sterling, Colorado 80751 (the "Parties").

WHEREAS, the parties to this Agreement To Extend Contract entered into an Agreement dated December 3, 2019 for the set up and operation of a complete carnival at the Logan County Fairgrounds during the 2020 Logan County Fair ("the Contract"). The Contract, consisting of five (5) pages, is attached and insofar as it is not inconsistent with the terms of this agreement, is made a part of this Agreement.

WHEREAS, the set up and operation of the Carnival at the 2020 Logan County Fair was rendered impossible due to the ongoing COVID-19 pandemic and the associated governmental restrictions on social gatherings, which were deemed necessary to protect the public health, safety and welfare.

WHEREAS, the Parties remain desirous of fulfilling their respective obligations for the 2020 Logan County Fair by extending the Contract under the same terms and conditions to provide for the set up and operation of a Carnival at the 2021 Logan County Fair.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. The obligations specified of the Parties in the Contract for the set up and operation of a complete Carnival at the 2020 Logan County Fair shall be extended to the 2021 Logan County Fair, under identical terms and conditions, with the set up and operation of a complete Carnival to occur from Tuesday, August 3, 2021 at 4:00 p.m. until Sunday, August 8, 2021 at 10:00 p.m.
2. Any deposit previously made and retained for the 2020 event pursuant to Section 6 of the Contract shall apply to the 2021 event without additional payment.

Dated effective this ____ day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

WAGNER CARNIVAL, LLC

Byron H. Pelton, Chairman

Jason Wagner, Member-Manager

AGREEMENT

This Agreement is entered into effective the 3RD day of December, 2019, by and between WAGNER'S CARNIVAL, LLC, whose address is P.O. Box 917, Aransas Pass, TX 78335, hereinafter referred to as "Amusement Contractor" and the BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, whose address is Logan County Courthouse, 315 Main Street, Suite 2, Sterling, CO 80751, hereinafter referred to as "County".

In consideration of the mutual promises, covenants, and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Commencing on Tuesday, August 4, 2020, through Sunday, August 9, 2020, (the "2020 Logan County Fair") Amusement Contractor shall set up and operate, at its own expense, a complete carnival at the Logan County Fairgrounds, Sterling, CO.
2. Amusement Contractor will be required to show that all carnival rides, including any operated by subcontractors, have passed the Colorado State Safety Inspection. Such proof shall be provided to County no later than July 15, 2020, and no later than July 15 in any succeeding year in which this contract is renewed, and the safety certification shall remain in effect at all times during which carnival rides are operated. All amusement rides and games shall be operated in accordance with all applicable laws and regulations, and in the event any ride or game is required to be shut down or otherwise rendered non-operational by an enforcement agency for safety, gambling, or other reason, said ride or game shall remain non-operational until the ride or game fully complies with the applicable law or regulation, but such act shall not excuse Amusement Contractor of its obligations under this Agreement.
3. County agrees to provide and make available, at no charge to Amusement Contractor, adequate space at the fairgrounds for the set up and operation of its games, rides, and concessions. The set up of all rides will be on pads and not stakes. County shall also provide electrical and water service at the site for camper hookups only, at no charge. Any alterations to electrical hookups shall have prior approval of the County's fairground personnel and be completed by a licensed electrician. County shall also advertise the Logan County Fair in the Sterling newspapers and local radio stations in advance of the fair.
4. Amusement Contractor, at its expense, agrees to furnish all tickets, ticket booths, carnival personnel, games, rides, concessions, music, lighting, and all other equipment or utilities, including electricity, needed to operate its carnival. Amusement Contractor shall provide, at its own expense and in addition to the general county fair advertising to be provided by County in section 3, above, additional advertising in Logan County newspapers and radio stations in the form of newspaper ads and radio spots that specifically advertises the "Mega Pass" form of carnival ticketing. At the conclusion of the 2020 Logan County Fair and in each ensuing county fair during the term of this agreement, Amusement Contractor agrees to clean up the premises

and leave the premises in the same condition that existed at the time of set up and commencement of operation of its games, rides, and concessions. All garbage and refuse shall be deposited in such containers as provided by County for such purposes.

5. Amusement Contractor agrees to pay to County, in cash or certified funds, a percentage of its gross receipts from all rides, shows, and concessions (Gross Receipts) operated during the 2020 Logan County Fair and in each succeeding county fair during the term of this agreement. The percentage paid to County by Amusement Contractor shall be Fifteen Percent (15%) of the first Forty Thousand Dollars (\$40,000) of the Gross Receipts; and Twenty Five Percent (25%) of all Gross Receipts in excess of Forty Thousand Dollars (\$40,000). Amusement Contractor guarantees a minimum payment to County of Ten Thousand Dollars (\$10,000) in the event the total Gross Receipts are less than Fifty Two Thousand Dollars (\$52,000). At the close of business each day, Amusement Contractor shall pay to County a percentage of the day's Gross Receipts based on the percentages set forth above. No equipment may be removed from the Logan County Fairgrounds until County has been paid in full. Amusement Contractor agrees to allow a representative of County to examine Amusement Contractor's books, records, tickets, and ticket sales for each day.

6. On the date this Agreement is signed and on the date this Agreement renews for the next succeeding county fair, Amusement Contractor shall pay to County, in cash or certified funds, the sum of Five Thousand Dollars (\$5,000.00), which amount will be credited to the total amount owed by Amusement Contractor to County under this Agreement for each applicable county fair. For purposes of this paragraph 6, the date this Agreement is renewed shall be deemed to occur on the date the County provides the written notice of the dates for the successive county fair, as provided in paragraph 14, below.

7. In the event Amusement Contractor fails to pay any amounts owed under this Agreement, Amusement Contractor agrees to pay interest on the same at the rate of 18% per annum until paid and to pay all reasonable attorney's fees incurred by County in collecting such sums.

8. Amusement Contractor agrees to obtain and maintain in full force and effect for the entire period that it is setting up, operating or dismantling the amusement rides, games, and concessions, liability insurance in a sum of not less than one million (\$1,000,000) dollars. Said insurance policy shall name Logan County as an additional insured. Amusement Contractor shall deliver to the County an endorsement from the insurance company showing that such insurance is in effect and that County is covered by the same, no later than 60 days prior to the set up of any game, ride, or concession. Amusement Contractor shall also deliver to County proof of payment of the insurance premium. In the event Amusement Contractor hires any subcontractors to operate any rides, games or concessions, Amusement Contractor shall be responsible for providing evidence of subcontractor's liability insurance in a sum of not less than one million (\$1,000,000) dollars, which insurance shall also name Logan County as an additional insured. Evidence of a subcontractor's liability insurance and payment of premium shall be provided at the times specified in this paragraph for Amusement Contractor's performance.

9. Amusement Contractor agrees to save, indemnify, and hold harmless County from any claim or demand whatsoever, for any and all personal injuries or property damage arising out of or caused by the operation of any game, ride, or concession, including any game, ride or concession operated by any subcontractor hired by Amusement Contractor.
10. County agrees that it will not employ or enter into any contracts for any other carnival to operate during the 2020 Logan County Fair or, if this agreement renews as provided herein, during any applicable succeeding county fair.
11. Amusement Contractor agrees to have all equipment, games, rides, concessions and personnel in place and operating for the 2020 Logan County Fair commencing on TUESDAY, August 4, 2020, at 4:00 p.m. Amusement Contractor further agrees that it will not remove any equipment, games, rides, or concessions, and will continue operating same, until the fair ends at 10:00 p.m. on SUNDAY, August 9, 2020. Amusement contractor further agrees that its amusement rides will include, for the 2020 Logan County Fair and in any applicable succeeding county fair, a minimum of at least eleven (11) adult and seven (7) children's amusement rides, including a Ferris wheel in either category.
12. This Agreement shall be binding on the parties hereto, their heirs, successors and personal representatives. Assignment of the obligations of Amusement Contractor is prohibited without the prior written consent of County, which consent may be withheld at the sole discretion of County.
13. No amendment of this Agreement is valid unless in writing and signed by both parties. In the event of any dispute, this Agreement shall be construed in accordance with the laws of the State of Colorado, and if such dispute cannot be resolved between the parties, the same shall be submitted to the Logan County District Court for resolution. Amusement Contractor hereby consents to the jurisdiction of such court.
14. Provided that Amusement Contractor fully complies with all material obligations under this Agreement for the 2020 Logan County Fair, this Agreement shall automatically renew with identical terms and conditions for the 2021 Logan County Fair and 2022 Logan County Fair. Written notice setting forth the dates for the 2021 Logan County Fair and 2022 Logan County Fair, and the associated dates and times for operation of the carnival, shall be provided by County to Amusement Contractor within a reasonable amount of time after dates for the ensuing county fair are determined but in no event later than November 15 of the prior year. The parties acknowledge and mutually agree that the Amusement Contractor shall have all equipment, games, rides, concessions and personnel in place and operating from 4:00 p.m. on TUESDAY until 10:00 p.m. on SUNDAY, during the 2021 and 2022 Logan County Fairs, if this agreement renews as provided above. As required by law, the County's obligation to perform this Agreement as to the county fairs occurring in 2021 and 2022 is subject to a first and prior appropriation of sufficient funds by the governing board of Logan County as may be required for

the performance of this Agreement, failing which, this Agreement shall terminate without further liability or obligation of either party.

15. This contract represents the entire agreement of the parties hereto and incorporates all prior agreements. No modification shall be binding on either of the parties hereto unless in writing and executed by both parties.

16. No waiver of any provision of, or default under this Agreement will be considered valid unless in writing. No such waiver will be deemed a waiver of any subsequent default of the same or similar nature.

17. Without additional consideration, each party agrees to sign, acknowledge and deliver any further instruments and documents as may be reasonably necessary or desirable to carry out the specific terms and the intent of this Agreement.

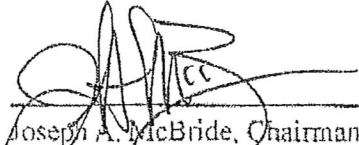
18. If any provision of this Agreement is unenforceable or invalid for any reason, the remainder of this Agreement will continue in effect.

19. Amusement Contractor agrees to provide at its own expense the on-site services of a mutually acceptable representative of Amusement Contractor for management and supervision of all carnival operations during each applicable county fair.

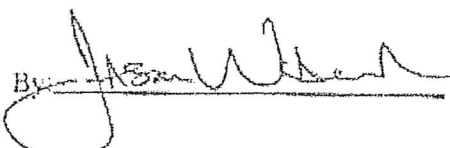
WHEREFORE, this Agreement is entered into effective as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

AMUSEMENT CONTRACTOR:
WAGNER'S CARNIVAL, LLC



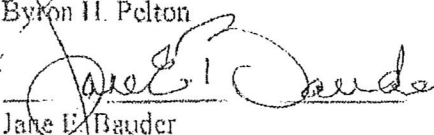
Joseph A. McBride, Chairman

By: 

Name: Jason Wagner

Title: Member-Manager

Byron H. Pelton


Jane E. Bauder

ATTEST:

Roman M. Bell
County Clerk & Recorder

(Seal)

