



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, November 21, 2023 - 9:30 a.m.**

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

Approval of the Minutes of the November 7, 2023, meeting.

Re-appointment of the following members to the Logan County Fair Board

- Theresa Crose, 4H/Open Class Chairperson.
- Bill Dolan, Demolition Derby Chairperson.
- Marilee Johnson, Entertainment Coordinator.
- Amanda Morgan, Co-Royalty Coordinator.
- Janie Rasmusen, Queen Coordinator.

Acknowledge receipt of the Clerk and Recorder's Report for the month of October, 2023.

Acknowledge receipt of the Sheriff's Fee Report for the month of October, 2023.

**Unfinished Business**

**New Business**

The Board will conduct a Budget Hearing to consider the Proposed Logan County Budget for the fiscal year 2024.

The Board will conduct a Budget Hearing to consider the Proposed Logan County Pest District Budget for the fiscal year 2024.

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

- Miles Partnership 2024 Advertising Package - \$10,315.

Consideration of the approval of Resolution 2023-36 to amend the IRC Section 125 Flexible Benefits Plan amended to allow a participant to redirect on a non-tax basis, a portion of the gross compensation for reimbursement of health expenses to the extent that such expenses do not exceed \$3,200.00 per plan year. Also amended is the maximum Health Flexible Spending Account (FSA) carryover, it will be \$640.00. This carryover amount is in addition to employee's election for the new plan year.

Consideration of the approval of a lease agreement between Logan County and The State of Colorado, through the Department of Higher Education by the State Board for Community Colleges and Occupational Education for the use and benefit of Northeastern Junior College for use of the Logan County Fairgrounds on behalf of the NJC Equine Management

Program and the NJC Rodeo Team and the NJC Ranch Horse Versatility Training Program for the period of August 12, 2023 through May 20, 2028.

Consideration of the approval of Resolution 2023-37 cancelling a Tax Lien Sale Certificate of Purchase issued in error and ordering the refund to the Certificate holder of the purchase price, subsequently endorsed taxes and interest.

### **Other Business**

#### **Miscellaneous Business/Announcements**

The next regular meeting will be scheduled for Tuesday, December 5<sup>th</sup>, 2023 at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed on Thursday and Friday, November 23<sup>rd</sup> and 24<sup>th</sup>, 2023 in observance of Thanksgiving.

### **Executive Session as Needed Adjournment**

November 7, 2023

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

Jerry A. Sonnenberg	Chairman
Joseph A. McBride	Commissioner
Mike Brownell	Commissioner

Also present:

Alan Samber	Logan County Attorney
Danny Gutierrez-Dutton	Logan County Fair Administrative Assistant
Debbie Unrein	Logan County Finance/Budget Officer
Marilee Johnson	Logan County Public Information Officer
Jerry Casebolt	Logan County Emergency Manager
Marty Gaines	
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Sonnenberg asked if there were any revisions for the agenda. Hearing none, Chairman Sonnenberg continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the October 31, 2023, meeting.
- Acknowledge receipt of the Landfill Supervisor's Report for the month of September 2023.

Commissioner Brownell moved to approve the Consent Agenda. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg continued with New Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of a Change Order #1 Contract between Logan County and Buildings By Design, LLC for the Logan County Community Center which will reduce the cost of the contract by \$16,818.28. The Contract Time will be changed by 29 Calendar Days. Chairman Sonnenberg, seeing no public comment, closed the public hearing testimony phase.

Commissioner McBride moved to approve a Change Order #1 Contract between Logan County and Buildings By Design, LLC for the Logan County Community Center which will reduce the cost of the contract by \$16,818.28. The Contract Time will be changed by 29 Calendar Days. Commissioner Brownell seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an application for Transfer of Ownership of a Hotel and Restaurant Liquor License from Northeastern 18 dba Sky Ranch Golf & Grill to Anjato Enterprises LLC dba Hot Spot Smokehouse at 17408 Highway 14, Sterling, Colorado. Commissioner Brownell seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an application for a Temporary Hotel and Restaurant Liquor License on behalf of the Hot Spot Smokehouse at 17408 Highway 14, Sterling, Colorado. Commissioner McBride amended his motion to waive the temporary permit application fee of \$100, Commissioner Brownell seconded the amendment and the motion. Motion carried, 3-0.

**Other Business**

The next regular meeting will be scheduled for Tuesday, November 21, 2023, at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed on Friday, November 10, 2023, in observance of Veteran's Day which falls on Saturday, November 11, 2023

There being no further business to come before the Board, the meeting adjourned, at 9:35 a.m.

Submitted by:

Jennifer Crow  
Logan County Administrative Support Specialist

Approved: November 21, 2023

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Jerry A. Sonnenberg, Chairman

Attest:

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

## Clerk Fees Collected 2023

October

### County Fees Retained

	<u>2022</u>	<u>2023</u>	
Recording Fees Retained	12,246.20	17,411.48	
Motor Vehicle Fees Retained	273,935.63	312,167.39	
Total \$	286,181.83	\$ 329,578.87	\$43,397.04

### Fees & Taxes Distributed

State of Colorado	213,732.11	256,060.63	
City of Sterling	31,742.84	23,684.71	
Town of Fleming	5,107.55	4,147.65	
Total \$	250,582.50	\$ 283,892.99	\$33,310.49

Fees Retained Year to Date

\$3,323,377.84

CIVIL PAYMENTS						
Oct-23						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/16/2023	1032	14028267	2023-559	\$ 35.00	\$ 15.00	\$ 20.00
10/23/2023	1033	1283236	2023-565	\$ 35.00	\$ 15.00	\$ 20.00
10/26/2023	1034	46216	2023-578	\$ 35.00	\$ 15.00	\$ 20.00
10/27/2023	1035	726846	2023-581	\$ 33.00	\$ 5.00	\$ 28.00
10/27/2023	1036	255990	2023-582	\$ 40.00	\$ 10.00	\$ 30.00
10/30/2023	1037	306713	2023-587	\$ 35.00	\$ 15.00	\$ 20.00
11/1/2023	1038	1285257	2023-590	\$ 35.00	\$ 15.00	\$ 20.00
11/1/2023	1039	306716	2023-586	\$ 35.00	\$ 15.00	\$ 20.00
<b>Total Owed to County</b>						\$ 178.00

CIVIL PAYMENTS CREDIT CARDS					
Oct-23					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/13/2023		2023-555	\$ 40.00		\$ 40.00
10/16/2023		2023-556	\$ 35.00		\$ 35.00
10/16/2023		2023-548	\$ 80.00		\$ 80.00
10/18/2023		2023-566/567	\$ 45.00		\$ 45.00
10/24/2023		2023-574-575	\$ 45.00		\$ 45.00
10/24/2023		2023-570	\$ 40.00		\$ 40.00
10/24/2023		2023-573	\$ 35.00		\$ 35.00
10/30/2023		2023-589	\$ 40.00		\$ 40.00
10/31/2023		2023-592/593	\$ 45.00		\$ 45.00
11/2/2023		2023-596	\$ 35.00		\$ 35.00
11/2/2023		2023-598	\$ 30.00		\$ 30.00
11/2/2023		2023-597	\$ 17.50		\$ 17.50
11/2/2023		2023-602&604	\$ 60.00		\$ 60.00
11/6/2023		2023-609	\$ 35.00		\$ 35.00
11/8/2023		2023-612	\$ 40.00		\$ 40.00
11/8/2023		2023-616	\$ 40.00		\$ 40.00
11/8/2023		2023-614	\$ 35.00		\$ 35.00
11/9/2023		2023-617	\$ 53.00		\$ 53.00
<b>Total Owed to County</b>					\$ 750.50

TARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS/					
Oct-23					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/19/2023			\$ 12.00		\$ 12.00
11/6/2023			\$ 12.00		\$ 12.00
11/7/2023			\$ 31.00		\$ 31.00
10/25/2023			\$ 45.00		\$ 45.00
11/2/2023			\$ 45.00		\$ 45.00
11/8/2023			\$ 45.00		\$ 45.00
10/24/2023			\$ 50.00		\$ 50.00
<b>Total Owed to County</b>					\$ 240.00

CHP CREDIT CARDS			
Oct-23			
Date		Amount	Amount Owed to County
10/17/2023		\$ 52.50	\$ 52.50
10/17/2023		\$ 13.00	\$ 13.00
10/18/2023		\$ 63.00	\$ 63.00
10/20/2023		\$ 63.00	\$ 63.00
10/27/2023		\$ 63.00	\$ 63.00
10/27/2023		\$ 63.00	\$ 63.00
10/27/2023		\$ 152.50	\$ 152.50
10/27/2023		\$ 152.50	\$ 152.50
11/6/2023		\$ 63.00	\$ 63.00
11/6/2023		\$ 152.50	\$ 152.50
11/6/2023		\$ 152.50	\$ 152.50
<b>Total Owed to County</b>			\$ 990.50

CIVIL CHECKS \$ 178.00  
 CIVIL CREDIT CARDS \$ 750.50  
 TARY/FINGERPRINTS/REVENUE CREDIT CARDS \$ 240.00  
 CHP CREDIT CARDS \$ 990.50  
**TOTAL PAID TO GENERAL FUND \$ 2,159.00** Check#:1040  
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 283.00

All approved to go to Commissioners



# Logan County Advisory Board Fair Board Application

## Applicant Information

Position Applied For:	
First Name: Theresa	Last Name: Crose
Address: 303 N 4th Ave	
City: Sterling	State: Zip Code:
Cell Phone: 970-580-1746	Email Address: theresa.bartlett@hotmail.com
Occupation:	

## Experience

Do you have experience with this position?  YES  NO

If yes, explain.

I have served 12 years on the Fair Board.

## Qualifications

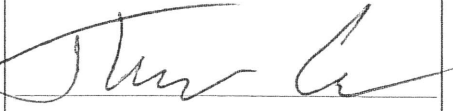
What qualifications do you have to complete the specified duties?

I have been on the fair board a long time.

## Interest

I am interested in serving because:

I enjoy serving my community & being part of the fair.

 Signature	Submit Applications to the Fair Office at: 315 Main Street Sterling, CO 80751  OR Email Applications to Danny Gutierrez-Dutton at GutierrezD@logancountyco.gov

10/10/23



# Logan County Advisory Board Fair Board Application

## Applicant Information

Position Applied For: Derby		
First Name: Bill	Last Name: Dolan	
Address: 10000 Deerfield Ct.		
City: Sterling	State: CO	Zip Code: 80751
Cell Phone: (370) 590 0917	Email Address: ddolan2021@jcloud.com	
Occupation: Law enforcement		

## Experience

Do you have experience with this position?  YES  NO

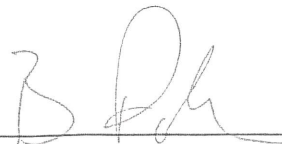
If yes, explain. I am currently in the position.

## Qualifications

What qualifications do you have to complete the specified duties? Have been doing it for an extended period of time.

## Interest

I am interested in serving because: Nothing better to do.



Signature

10/4/23

Date

Submit Applications to the Fair Office at:  
315 Main Street  
Sterling, CO 80751

OR

Email Applications to Danny Gutierrez-Dutton at GutierrezD@logancountyco.gov





# Logan County Advisory Board Fair Board Application

## Applicant Information

Position Applied For: <i>Entertainment Coordinator</i>		
First Name: <i>Marilee</i>	Last Name: <i>Johnson</i>	
Address: <i>18232 Westwood Dr</i>		
City: <i>Sterling</i>	State: <i>CO</i>	Zip Code: <i>80751</i>
Cell Phone: <i>(770) 580-6138</i>	Email Address: <i>johnsonm@logancountyco.gov</i>	
Occupation: <i>Tourist Center Director / PIO</i>		

## Experience

Do you have experience with this position?  YES  NO

If yes, explain.

*22 years*

## Qualifications

What qualifications do you have to complete the specified duties?

*Past experience. I know all the ins and outs of this position.*

## Interest

I am interested in serving because:

*I enjoy being a helper and doer and working to make ~~our~~ our fair a success!*

*Marilee Johnson* *10/11/23*  
Signature Date

Submit Applications to the Fair Office at:  
315 Main Street  
Sterling, CO 80751

OR  
Email Applications to Danny Gutierrez-Dutton at [GutierrezD@logancountyco.gov](mailto:GutierrezD@logancountyco.gov)



# Logan County Advisory Board Fair Board Application

## Applicant Information

Position Applied For: Co-Royalty Coordinator		
First Name: Amanda	Last Name: Morgan	
Address: 36383 CR 60		
City: Crook	State: CO	Zip Code: 80726
Cell Phone: (303 ) 587-9398	Email Address: ajmorgan.aj@gmail.com	
Occupation: NJC Ranch Horse Coach & Equine Instructor		

## Experience

Do you have experience with this position?  YES  NO

If yes, explain.

I have been the Logan County Coordinator for 2 years.

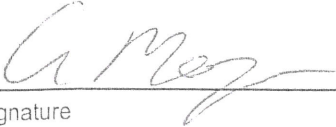
## Qualifications

What qualifications do you have to complete the specified duties?

I am passionate about teaching young women to be great representatives of themselves, our community & our way of lives. I have been a part of rodeo royalty for over 20 years, with Elizabeth Stangor and Logan County.

## Interest

I am interested in serving because: I want to see this program continue in order to improve Logan County promotions, while teaching young women to hold themselves to a higher standard & be proud of who they are.

<p>Signature: </p> <p>Date: 10/12/23</p>	<p>Submit Applications to the Fair Office at: 315 Main Street Sterling, CO 80751</p> <p>OR</p> <p>Email Applications to Danny Gutierrez-Dutton at GutierrezD@logancountyco.gov</p>
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# Logan County Advisory Board Fair Board Application

## Applicant Information

Position Applied For: Queen Coordinator		
First Name: Janie	Last Name: Rasmussen	
Address: 8918 CO RD 370		
City: STERLING	State: CO	Zip Code: 80751
Cell Phone: (970 )630 -6448	Email Address: JANIERASMUSSEN80@GMAIL.COM	
Occupation: ASST GENERAL MANAGER AT SKY RANCH		

## Experience

Do you have experience with this position?

YES

NO

If yes, explain.

I HAVE SERVED ON THE FAIRBOARD IN THIS POSITION FOR THE LAST 2.5 YEARS

## Qualifications

What qualifications do you have to complete the specified duties?

I POSSESS STRONG WRITTEN & VERBAL COMMUNICATION SKILLS, ORGANIZATIONAL SKILLS & TIME MANAGEMENT. I HAVE A BACKGROUND IN MARKETING AND RODEO, I ALSO HAVE INSIGHT TO THE RODEO PAGEANT WORLD, AS I REPRESENTED MY OWN COUNTY DURING MY YOUTH.

## Interest

I am interested in serving because:

I BELIEVE WHOLEHEARTEDLY IN THE ROYALTY PROGRAM AND THE OPPORTUNITIES IT PROVIDES YOUNG LADIES IN OUR INDUSTRY. I ALSO ENJOY BEING PART OF THE PROCESS AND THE TEAM THAT PUTS TOGETHER ONE OF THE BEST COUNTY FAIR'S IN THE STATE.

Submit Applications to the Fair Office at:

315 Main Street  
Sterling, CO 80751

OR

Email Applications to Danny  
Gutierrez-Dutton at  
[GutierrezD@logancountyco.gov](mailto:GutierrezD@logancountyco.gov)



Signature

10/12/23  
Date

# THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

## Logan County Lodging Tax Board Funding Request Form

**\*\* Please print and review all 3 pages and bring to the meeting \*\***

**Date:** 11/3/22

**Event / Project:** Miles Partnership 2024

**Responsible Party: (Signature)** Marilee Johnson

**Funds Payable to: (Organization)** Miles Partnership

**Mailing Address:** PO Box 669418, Dallas TX 75266-9418

**Date(s) of Activity:** 2024 – Advertising package with Colorado Tourism Office and colorado.com

**Amount requested:** \$10,315

**Complete attached application form.**

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website [www.exploresterling.com](http://www.exploresterling.com) must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

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

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

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

**Funds are not allocated up-front.** They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

**THANK YOU!!**

\*\*\*\*\*

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board requests approval from the County Commissioners in the amount of \$ 10,315.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [Signature] Date: 11/6/23

LCLTB Treasurer's Endorsement [Signature] Date: 11/6/23

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

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

# LOGAN COUNTY LODGING TAX BOARD

## FUNDING APPLICATION

1. EVENT / PROJECT: Miles Partnership 2024

2. DATE(S) OF EVENT: 2024

3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:

- Digital Only: Online Lead Generation 6 mon. + City Page + featured content and custom email + sponsored article - \$10,315.
- (Added value – Sponsored Article renewal - \$0)

4. 2023 RESULTS:

- 4,900 YTD (January 1 – August 8, 2023) sponsored and Sterling pageviews on Colorado.com average of 2:17 time on page
- Those views have generated:
  - 523 clicks back to exploresterling.com from sponsored links in content
  - 13,904 ad impressions on sponsored pages
  - 126 ad clicks
  - We have delivered another 25k run-of-site impressions and 65 ad clicks
  - The July in-state email you participated in was opened 12,091 times and delivered 58 ad clicks (August custom reporting pending)
  - Your Vacation Guide ad and Colorado.com lead programs have generated 3,013 leads YTD (1,950 Colorado.com, 1,063 Vacation Guide ½ page)
  - 55,895 total impressions (pageviews, ad impressions, opened emails)
  - 3,785 direct referrals to exploresterling.com (clicks from content, ad clicks, email clicks, leads)

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THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

Previous funding?

Follow-up report?



The Official Publisher for Colorado Tourism Office  
 13952 Denver West Parkway Suite 200 Lakewood, CO 80401  
 Pat Attkisson

pat.attkisson@milespartnership.com



10/2/2023  
 Opportunity ID: 0064U00000t93t8QAA

CUSTOMER INFORMATION	BILLING INFORMATION	PRODUCTION INFORMATION
Logan County Government  Marilee Johnson 315 Main St Sterling, Colorado 80751 (970) 522-8962  johnsonm@logancountyco.gov	Logan County Government  Marilee Johnson 315 Main St Sterling, Colorado 80751 (970) 522-8962  johnsonm@logancountyco.gov	<b>Primary Contact:</b> Marilee Johnson (970) 522-8962 johnsonm@logancountyco.gov  <b>Secondary Contact:</b>

Publication/Size/Shape	Pricing	Discount	Net Amount
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2024 Colorado.com: Sponsored Article (Renewal)	Qty/Impressions**	1.00	Type: Added Value	\$0.00
	Unit Price:	\$3,500.00	Amount: \$3,500.00	
			Percent: 100.00%	

Start Date: 1/1/2024  
 End Date: 12/30/2024  
 Payment Schedules: Bill on Break/Start Date  
 Payment Start Date: 1/1/2024  
 Schedule Notes:  
 Special Instructions:

2024 Colorado.com: Online Lead Generation - 6 month	Qty/Impressions**	1.00	Type: None	\$2,550.00
	Unit Price:	\$2,550.00	Amount: \$0.00	
			Percent: 0.00%	

Start Date: 2/29/2024  
 End Date: 8/30/2024  
 Payment Schedules: Bill on Break/Start Date  
 Payment Start Date: 2/29/2024  
 Schedule Notes:  
 Special Instructions:

2024 Colorado.com: City Page	Qty/Impressions**	1.00	Type: None	\$5,000.00
	Unit Price:	\$5,000.00	Amount: \$0.00	
			Percent: 0.00%	

Start Date: 1/1/2024  
 End Date: 12/30/2024  
 Payment Schedules: Bill on Break/Start Date  
 Payment Start Date: 1/1/2024  
 Schedule Notes:  
 Special Instructions:

2024 Colorado.com: Native Rewards	Qty/Impressions**	25,000.00	Type: None	\$0.00
	Unit Price:	\$0.00	Amount: \$0.00	
			Percent: 0.00%	

Start Date: 4/30/2024  
 End Date: 7/30/2024  
 Payment Schedules: Bill on Break/Start Date  
 Payment Start Date: 4/30/2024  
 Schedule Notes:  
 Special Instructions:

2024 Colorado Tourism Office: Email IS Featured Content - July	Qty/Impressions**	1.00	Type: None	\$765.00
	Unit Price:	\$765.00	Amount: \$0.00	
			Percent: 0.00%	



Start Date: 7/15/2024  
 End Date: 7/15/2024  
 Payment Schedules: Bill on Break/Start Date  
 Payment Start Date: 7/15/2023  
 Schedule Notes:  
 Special Instructions:

2024 Colorado Tourism Office: Email IS Custom Email 1 - August	Qty/Impressions**	1.00	Type: None	\$2,000.00
	Unit Price:	\$2,000.00	Amount: \$0.00	
			Percent: 0.00%	

Start Date: 8/15/2024  
 End Date: 8/15/2024  
 Payment Schedules: Bill on Break/Start Date  
 Payment Start Date: 8/15/2023  
 Schedule Notes:  
 Special Instructions:

\* End Date is estimated for impression-based campaigns  
 \*\* Rewards not guaranteed. Quantity not to exceed contracted amount.

**Grand Total: \$10,315.00**

Special Instructions:

**TERMS AND ACCEPTANCES:**

I have read this contract, the additional contract terms, and the payment terms listed above and I accept it on behalf of the Customer:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Account Executive: \_\_\_\_\_ Date: \_\_\_\_\_

EARLY PAYMENT OPTIONS:		
ACH/Wire	Check	Credit Card
Capital One Bank 299 Park Avenue New York, NY 10171  ABA# 065000090 SWIFT/IBN#: HIBKUS44 ACCT# 7057503139	Miles Partnership LLLP PO Box 669418 Dallas, TX 75266-9418  *Returned checks subject to \$20.00 NSF Fee	If you would like to make payment by Credit Card, please email:  <u><a href="mailto:AR-TEAM@MILESPARTNERSHIP.COM">AR-TEAM@MILESPARTNERSHIP.COM</a></u>

**RESOLUTION**

**No. 2023-36**

**LOGAN COUNTY COLORADO  
IRC SECTION 125 AMENDMENT**

WHEREAS, Logan County, Colorado, a sponsor of an IRC Section 125 Flexible Benefits Plan, has the right, at any time, to amend this Plan.

And, in keeping with the IRS' regulations governing Section 125 of the Internal Revenue Code, to include IRS Revenue Procedure 2023-34.

RESOLVED, that effective January 1, 2024, the IRC Section 125 Flexible Benefits Plan shall be amended to allow a participant to redirect on a non-tax basis, a portion of the gross compensation for reimbursement of health expenses to the extent that such expenses do not exceed \$3,200.00 per plan year.

RESOLVED, that the maximum Health Flexible Spending Account (FSA) carryover benefit will be \$640.00. This carryover amount is in addition to employee's election for the new plan year.

BE IT UNDERSTOOD that the passage of this amendment is in all respects legal and that this amendment is in full force and effect.

Dated this 21st day of November, 2023.

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

\_\_\_\_\_  
Jerry A. Sonnenberg, Chairman

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

\_\_\_\_\_  
Mike Brownell

**ATTEST:**

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

STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS



**STANDARD – [GROSS LEASE]  
LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

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LANDLORD

COUNTY OF LOGAN, COLORADO

TENANT

NORTHEASTERN JUNIOR COLLEGE

LOCATION

1120 PAWNEE AVENUE, STERLING, CO 80751 (FAIRGROUNDS)

**STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS**

**STANDARD LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

**TABLE OF CONTENTS**

	<u>ITEM</u>	<u>PAGE</u>
1.	PREMISES, TERM, RENT	1
2.	SERVICES	2
3.	INTERRUPTION OF SERVICES	3
4.	WORK REQUIREMENTS	3
5.	LANDLORD'S REPRESENTATIONS	4
6.	LANDLORD'S OWNERSHIP	4
7.	LEASE ASSIGNMENT	4
8.	EMINENT DOMAIN, TERMINATION OF LEASE	4
9.	DAMAGE AND DESTRUCTION	4
10.	HOLDING OVER	5
11.	FISCAL FUNDING	5
12.	FEDERAL FUNDING	5
13.	NOTICE	5
14.	CONSENT	6
15.	TENANT'S TAX EXEMPT STATUS	6
16.	TENANT LIABILITY EXPOSURE	6
17.	SECURITY DEPOSIT	6
18.	INSURANCE	6
19.	CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMEN AND NON-DISTURBANCE	7
20.	COLLOCATION	8
21.	INDEPENDENT CONTRACTOR	8
22.	NO VIOLATION OF LAW	8
23.	COLORADO SPECIAL PROVISIONS	8
24.	BROKER REPRESENTATION	9
25.	GENERAL PROVISIONS	9
26.	ADDITIONAL RENT	10
27.	ADDITIONAL PROVISIONS	17
28.	SIGNATURES	18
 EXHIBITS:		
Exhibit A – Premises		
Exhibit B – Notice of Assignment of Lease Form		
Exhibit C – Commission Sharing		

**LEASE AGREEMENT  
[Improved Real Property]**

The printed portions of this form, except bold additions, have been reviewed by the State Controller and/or the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between **Board of Commissioners for the County of Logan, Colorado**, whose address or principal place of business is **315 Main Street, Sterling, CO 80751**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO (the "State"), acting by and through the Department of **Higher Education by the State Board for Community Colleges and Occupational Education for the use and benefit of Northeastern Junior College**, whose address is **100 College Avenue, Sterling, CO 80751**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Lease.

WITNESSETH:

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **PREMISES, TERM, RENT.**

(A) Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building **and other equine program-related facilities** located at **1120 Pawnee Avenue, Sterling, Colorado**, hereinafter referred to as "**Premises**" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as **Logan County Fairgrounds**, includes approximately **thirty-eight thousand eight hundred forty (38,840)** rentable square feet; the Premises as attached hereto and incorporated by reference herein as "Exhibit A".

(B) **TO HAVE AND TO HOLD** the same, together with all appurtenances, unto Tenant, for the term beginning the later of **August 12, 2023**, or the date the Colorado State Controller approves the Lease ("Commencement Date"), and ending **May 20, 2028**, at and for a monthly rental (the "Monthly Rent") **of nine payments each Fiscal Year** for the full term as shown below:

<b>38,840 sq. ft.</b>	<b>ANNUAL</b>		
<b>TERM DATES</b>	<b>RENT/ RSF</b>	<b>MONTHLY</b>	<b>TERM</b>
		<b>RENT</b>	<b>RENT</b>
<b>08/12/23 – 05/18/24</b>	<b>\$ 0.46344</b>	<b>\$2,000</b>	<b>\$18,000</b>
<b>08/10/24 – 05/17/25</b>	<b>\$ 0.46344</b>	<b>\$2,000</b>	<b>\$18,000</b>
<b>08/09/25 – 05/16/26</b>	<b>\$ 0.46344</b>	<b>\$2,000</b>	<b>\$18,000</b>
<b>08/08/26 – 05/15/27</b>	<b>\$ 0.46344</b>	<b>\$2,000</b>	<b>\$18,000</b>
<b>08/14/27 – 05/20/28</b>	<b>\$ 0.46344</b>	<b>\$2,000</b>	<b>\$18,000</b>

1) §39-3-124 C.R.S., exempts real property leased by the State of Colorado from the levy and collection of property taxes. **Landlord and Tenant are both exempt from property taxes.**

2) The Premises are to be used and occupied as **educational/equine** space. Payment of the Monthly Rent shall be made on the first of each month during the term hereof, **with initial payment made September 1 and last payment made May 1 of each Fiscal Year**, to Landlord at:

**Logan County Commissioners  
Logan County Court House  
315 Main Street  
Sterling, CO 80751**

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11 Fiscal Funding, Article 12 Federal Funding, or Article 20 Collocation, herein.

## 2. SERVICES.

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the **equine/livestock/education** submarket. The services shall include but not necessarily be limited to the following:

### 1) Services to Premises.

(a) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours. Landlord shall at all times be responsible for providing heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement (which replacement shall be considered a capital improvement) of equipment, parts and accessories for the HVAC units and systems serving the Premises. Landlord shall ensure that the HVAC capacity provided to service the Building is sufficient to maintain year round temperatures within the 70°F-74°F range in the Premises;

~~(b) Landlord shall provide Building standard janitorial services. Janitorial services shall be provided a minimum of five (5) times per week, except legal holidays, and include all supplies and materials. Interior and exterior window washing shall be completed a minimum of two (2) times per year.~~

(c) Provide and pay for electric power as supplied by the local utility company.

(d) Replacement of Building standard lighting.

### 2) Building Service.

(a) Domestic running water and necessary supplies in washrooms sufficient for the normal use thereof by occupants in the Building;

(b) Access to and egress from the Premises, including repair and replacement customary for buildings of similar age and quality, if included in the Building;

(c) Snow removal, sidewalk repair and maintenance, landscape maintenance, pest control, and trash removal services;

(d) HVAC, lighting, electric power, domestic running water and janitorial service in those areas of the Building designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

~~(e) A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant;~~

(f) Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.

3) Maintenance, Repair and Replacement.

(a) **Except as otherwise provided for in Article 27 of this Agreement,** Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2(A)1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) Additional Services.

(a) **Except as otherwise provided for in Article 27 of this Agreement,** maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting of or leaking around the foundation or of any other structural aspect or system of the Building.

(b) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs or maintenance.

(c) **Landlord will provide reasonable amounts of fill dirt and sand for leveling and as needed for drainage, and to maintain the drives, pens, and arena holding pens. Tenant is responsible for leveling and maintenance of fill dirt and drainage. Landlord shall determine the actual amount and timeliness of all fill dirt and sand provided.**

(d) **Landlord shall provide grass mowing and weed control around Premises.**

(e) The "normal business hours" of operation of the Premises shall be from 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, **the day after Thanksgiving,** and Christmas. **Tenant is open and conducts classes on Martin Luther King Day, Presidents' Day, Columbus Day, and Veterans' Day.** Landlord may provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant at no additional cost to Tenant, **and upon mutual agreement between the Fairgrounds Manager and NJC employees.**

(B) Tenant Provided Services: ~~None.~~

1) **Tenant is responsible for maintaining the Premises in its current state of good repair, and for repairing, at its own expense, any damage to the premises caused by Tenant's use of the premises. Nothing shall be permanently affixed to the walls, ceiling or floor in the classroom or office. Tenant will be allowed to mount a white marker board in the classroom and a retractable screen from the wall or ceiling.**

- 2) Tenant shall load and remove all refuse from premises on a regular basis.
- 3) Tenant is responsible for snow removal in and around the corrals and livestock areas.
- 4) Tenant is responsible for pest control in the horse stalls.
- 5) Tenant is responsible for erecting temporary exercise pens and round pens on weekdays during the term of this agreement and removing as necessary for other Landlord events.

3. INTERRUPTION OF SERVICES. Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) days, Tenant may cancel and terminate this Lease without penalty.

4. WORK REQUIREMENTS.

Tenant shall take the Premises without Tenant Improvements unless otherwise specified herein;

All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit D, attached hereto and made a part hereof.

5. LANDLORD'S REPRESENTATIONS.

(A) Landlord represents that either:

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.

(C) Landlord must meet all local codes and regulations with regard to fire and life safety during the term of the State of Colorado's occupancy of the Premises as mandated by local authorities.

6. LANDLORD'S OWNERSHIP. Landlord warrants and represents itself to be the owner, or the authorized representative or agent of the owner, of the Premises in the form and manner as stated herein. During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.



7. **LEASE ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Premises, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord.

8. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. **DAMAGE AND DESTRUCTION.** If the Premises are rendered uninhabitable or unfit for Tenant's purposes by fire, natural disaster, or other casualty, and the Premises cannot be repaired within a reasonable amount of time as mutually and reasonably determined by both Parties, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire, natural disaster, or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially uninhabitable or partially unfit for Tenant's purposes, Tenant may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the Landlord. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. **HOLDING OVER.** The Lease shall be extended on a month-to-month basis if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. **FISCAL FUNDING.**

(A) As set forth in State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate upon the exhaustion of such appropriation, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. **FEDERAL FUNDING.** If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. NOTICE. Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:

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

Tenant:

**Northeastern Junior College  
Attn: Contracts  
100 College Avenue  
Sterling, CO 80751**

With a copy to:

Office of the State Architect  
Real Estate Programs  
1525 Sherman Street, Suite 112  
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

14. CONSENT. Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

15. TENANT'S TAX EXEMPT STATUS. The Parties acknowledge § 39-3-124(1)(b) C.R.S., effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively "Taxes") while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by Tenant during the term of the Lease and any extensions thereof. **Landlord and Tenant are both exempt from property taxes.** ~~Tenant shall timely file a copy of the Lease, and any extensions or amendments thereof, with the County Assessor. If the Lease terminates prior to the end date provided for in Article 1(B), or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.~~

~~Tenant's Monthly Rent obligation, per Article 1(B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Tenant's operation as an agency or department of the State of Colorado:~~

~~(A) Tenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the latest tax information known at the time the lease is prepared for execution. This credit shall be reconciled upon the availability of the tax information for the relevant tax year; and~~

~~(B) Beginning with the availability of the tax information for the relevant tax year Tenant shall receive an on-going credit against its Monthly Rent which shall be reconciled annually.~~

16. TENANT LIABILITY EXPOSURE. Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.* C.R.S. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions,

agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et seq.*, C.R.S. and § 24-30-1501, *et seq.*, C.R.S. All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of Tenant in accordance with the foregoing cited statutes.

17. SECURITY DEPOSIT. Tenant shall not provide a security deposit to Landlord.

18. INSURANCE.

(A) Landlord Insurance. Landlord, as a political subdivision of the State of Colorado, is entitled to certain immunities under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. 24-30-1501, *et seq.* and has liability and other insurance through the Colorado Counties Casualty and Property Pool. The parties agree that such insurance shall satisfy all insurance requirements of this Agreement except as otherwise specified herein. ~~Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:~~

~~1) Commercial General Liability Insurance covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.~~

~~2) Property Insurance covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed \$25,000 unless approved by Tenant. The policy shall also include a rental income extension.~~

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

4) **Landlord shall have the right to provide any insurance under a self-insurance program or, at any time during the term of the Lease, to provide such insurance through an insurance company. In the event that such insurance is provided through an insurance company, Landlord will give Tenant at least 30 days advance notice of the cancellation or non-renewal of any required insurance policies, and Tenant may inspect the Landlord's certificates of insurance and the insuring agreements upon reasonable notice. All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.**

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, Tenant is self-insured in accordance with the provisions of the Colorado Governmental Immunity Act set forth at § 24-10-101, *et seq.*, C.R.S. and the Colorado Risk Management Act, § 24-30-1501, *et seq.*, C.R.S. **Tenant shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the Landlord) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Tenant, its employees, and agents.**

**19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMENT AND NON-DISTURBANCE.**

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Social Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent. In addition, any Tenant audit rights (see Article 26(C)4)) which resulted in a monetary obligation due the Tenant shall then become the full responsibility of the New Landlord.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

**20. COLLOCATION.** If the State builds, leases, or otherwise acquires a building for the purpose of collocating in one area, State agencies, State institutions of higher education, or sections, divisions, or functional groups within the State, or designates an existing State or political subdivision thereof real property interest for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to Tenant's intent to vacate and terminate the Lease. Following the date of such termination stated in the written notice to Landlord, Tenant shall not be liable to perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

**21. INDEPENDENT CONTRACTOR.** 4 CCR §801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

**22. NO VIOLATION OF LAW.**

(A) § 18-8-301, *et seq.*, C.R.S. and § 18-8-401, *et seq.*, C.R.S. The signatories hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences) and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

(B) § 24-76.5-101, *et seq.*, C.R.S. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of § 24-76.5-101 *et seq.*, C.R.S. and (c) has produced one form of identification required by § 24-76.5-103 C.R.S. prior to the effective date of this Lease.

## 23. COLORADO SPECIAL PROVISIONS

(A) CONTROLLER'S APPROVAL. § 24-30-202 (1), C.R.S. This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) FUND AVAILABILITY. § 24-30-202 (5.5), C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) LANDLORD/VENDOR OFFSET. §§ 24-30-202 (1), C.R.S. and 24-30-202.4, C.R.S. Subject to § 24-30-202.4 (3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, *et seq.*, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. § 24-18-201, C.R.S. and § 24-50-507, C.R.S. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

24. ~~BROKER REPRESENTATION: Landlord and Tenant acknowledge that \_\_\_\_\_ is acting as a Landlord Agent on behalf of Landlord in this transaction and \_\_\_\_\_ ("\_\_\_\_\_") is acting as a Tenant Agent on behalf of Tenant in this transaction. Further, Landlord and Tenant acknowledge that in consideration of \_\_\_\_\_ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission by separate agreement with \_\_\_\_\_.~~

## 25. GENERAL PROVISIONS

(A) Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

(B) Captions. The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(C) Construction Against Drafter. In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

(D) Counterparts. This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

(E) Entire Understanding. This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

(F) Jurisdiction and Venue. All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

(G) Modification.

1) By the Parties. Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

2) By Operation of Law. This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

(H) Order of Precedence. The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- 1) Colorado Special Provisions,
- 2) The remaining provisions of the main body of this Lease,
- 3) Exhibit A, Premises,
- 4) Exhibit C, Commission Sharing,
- 5) Exhibit B. Notice of Assignment,
- 6) Exhibit D, Tenant Improvements (where applicable).

(I) Severability. Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

(J) Survival of Certain Lease Terms. Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof,

shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

(K) **Taxes Other than Real Property.** The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under §§ 39-26-101 and 201, *et seq.*, C.R.S. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.

(L) **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

(M) **Waiver.** Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(N) **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Premises upon the Commencement Date hereof.

(O) **Quiet Enjoyment.** The State shall be entitled to quiet enjoyment of the Premises as long as it is not in default under the provisions hereof.

(P) **CORA Disclosure.** To the extent not prohibited by federal law, this Lease and the performance measures and standards under § 24-103.5-101, C.R.S. if any, are subject to public release through the Colorado Open Records Act, § 24-72-101, *et seq.*, C.R.S.

26. **ADDITIONAL RENT. NONE**

27. **ADDITIONAL PROVISIONS.**

(A) **Premises.** Tenant may use the horse stall area, the west entrance and adjacent parking, both outdoor arenas, and the office space and meeting room (if approved in advance by the Fairgrounds Manager), the north pavilion, and indoor arena located in the Exhibit Center, hereinafter referred to collectively as the "Premises". The above areas are more particularly described in Exhibit A, attached hereto and incorporated herein. Use of the Premises by Tenant shall be subject to all of the additional provisions of this Agreement, more specifically set forth below, and such use shall be only for the educational purposes associated with the Tenant Equine Management Program, Rodeo Team practice, Ranch Horse Versatility training, and other educational activities as scheduled.

(B) **Liability Limitations.** Tenant shall be responsible for the alleged negligent acts or omissions of Tenant's public employees, which occurred or are alleged to have occurred during the performance of their duties within the scope of their employment. Tenant agrees it will not commence any legal action against Landlord for the alleged negligent acts or omissions of Tenant's public employees, which occurred or are alleged to have occurred during the performance of their duties within the scope of their employment. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 through 24-10-120, as now or hereafter amended.

(C) **Indoor Arena.** Use of the indoor arena is limited to the hours specified in the respective fall and spring semester equine management, ranch horse versatility, and rodeo team schedules, to be supplied by Tenant to Landlord a reasonable amount of time in advance of Tenant's first use of the indoor arena during any term of this Agreement. It is anticipated that the Rodeo Team, Equine Management Classes, and/or Ranch Horse Versatility Program will be allowed to use the indoor arena Monday through Friday between the approximate times of 3:00 p.m. and 7:00 p.m. (6:00 p.m. on day(s) that open riding is scheduled), subject to the reasonable needs of the Landlord to timely groom the arena for the Blue Skies Riding Organization and other users.

(D) **Advertising.** Tenant may place a sign promoting the college programs at the west entrance of the Premises nearest the Sterling Middle School.

(E) **Additional Pens.** Tenant may erect exercise pens, tie rails, and a round pen adjacent to and West of the existing Landlord-owned horse stalls provided that same will not cause damage to the Premise either during construction or removal. Tenant rodeo may erect a temporary return alley in the north arena.

(F) **Utilities.** An agreed to amount to cover utilities used by Tenant within the Exhibit Center is included in the rental amount listed above.

(G) **Supervision.** Tenant shall provide appropriate supervision of students and other persons during all Tenant events conducted on the Premises.

(H) **Event Schedule.** In order to cooperate with Landlord in the use of the Premises by other persons and organizations, Tenant will provide Landlord, in advance, a semester class schedule denoting when the arenas will be in use by Tenant. Additionally, the Parties agree to cooperative scheduling between the Fairgrounds Manager and Tenant employees of any other events for which the Tenant may need the Premises which may include, but not be limited to, judging contests.

(I) **Grandstand Storage.** In addition to the Premises as stated in §27(A), Tenant may use up to 25% of the area underneath the east grandstands in the Exhibit Center during the term of this Agreement for storage purposes.

(J) **Hay Storage.** Tenant may store hay in the North Pavilion up to the time Landlord is ready to erect stalls in the pavilion. At that time, Tenant will store hay in another accessible location on the grounds.

(K) **Bedding Storage.** Tenant may store bagged or bulk bedding in the stalls or in non-permanent bunkers during the term of this Agreement.

(L) **Livestock Housing.** Tenant may house livestock in the North Pavilion during the term of this Agreement. If Landlord needs to erect stalls in the North Pavilion, livestock may be housed in another accessible covered location.

(M) **Combustible or Hazardous Materials.** No combustible or hazardous materials may be stored indoors at any time on the Premises. Tenant will be allowed to keep a fuel trailer and fuel cans on the Premises.

(N) **Telephone Service.** Tenant is responsible for supplying telephone service and equipment for its use and for paying the costs of such service.

(O) **Access.** Tenant shall use the northwest access gate (across from Sterling Middle School) to access the Premises. Keys need to be issued for:



- 1) The gate – issued to the Equine Management Coordinator, Rodeo Team Coach, and the Ranch Horse Versatility Instructor.
- 2) East meeting room, exterior arena door, front door, and north walk-in door of Exhibit Center, and janitor closet – issued to the Equine Management Coordinator.
- 3) South gate – issued to the Tenant Rodeo Team Coach for access to the arenas.
- 4) Northwest gate on the former race track will be provided or the lock changed to match the lock on the northwest exit gate. Key issued to the Equine Management Coordinator, the Ranch Horse Versatility Instructor, and the Rodeo Team Coach.
- 5) All keys are not to be duplicated and all will be returned to the Landlord's Buildings and Grounds Supervisor upon termination of this Agreement.

(P) **Landlord Access.** The Landlord Buildings and Grounds Supervisor will at all times be provided with a key to any office or classrooms and the Landlord or its representatives will, in all respects, have unlimited access to all of the Premises for purposes of inspection or maintenance.

(Q) **Meeting Room.** The use of the large meeting room will be limited to the hours specified for classroom instruction in the respective fall and spring semester equine management class schedules, evening advisory committee meetings, student advising, and the Equine Management Club activities as scheduled.

(R) **Meeting Room and Indoor Arena Schedules.** In order to cooperate with the Landlord in the use of the Exhibit Center by other organizations or groups, Tenant will provide Landlord a reasonable time in advance, a semester class schedule which sets forth when the large meeting room and indoor arena will be in use by Tenant.

(S) **Open Livestock Area.** During the Terms of this Agreement, Tenant shall have first rights to the use of open livestock area, with scheduling to be coordinated between the Fairgrounds Manager and Tenant's employees.

(T) **Pen Cleaning.** Tenant will clean the pens behind the bucking chutes and the pens by the North Arena, annually in May or June.

(U) **Horse Stalls.** Tenant shall have the **exclusive** use of eight (8) horse stalls during the initial term of this Agreement, and any additional terms, for purposes of storing and securing feed, tack, and equipment. Tenant shall be responsible for securing these items and for providing padlocks or other devices necessary for security.

(V) **Truck/Tractor Equipment.** Landlord shall provide equipment and personnel, such as water trucks and tractor equipment, to groom and maintain the Exhibit Center arena and north and south rodeo arenas, as necessary.

(W) **Restrooms.** Tenant shall have access to inside restrooms in the Premises and Landlord shall provide appropriate janitorial services for cleaning and maintenance of the restrooms.

(X) **Full Utilization of Premises.** Both parties agree to cooperate with scheduling activities on the Premises so that the Premises may be fully utilized for the desired purposes of this Agreement while continuing to be available for the benefit of the community. In this regard, the parties agree that Tenant's occupancy of the Premises will not be exclusive during the Term of this Agreement but will be coextensive, subject to the covenants and purposes expressed in this

**Agreement, including Tenant's purpose to make reasonable use of the Premises for its educational programs. Any use of the Premises which is beyond the scope of the use expressly authorized in this Agreement shall be subject to the priorities of other Landlord scheduling. Landlord agrees to an exchange of days for use of other fairground facilities.**

**(Y) Arena Rules. Tenant agrees to provide Landlord arena rules to all students and instruct students to abide by those rules. Tenant shall monitor and enforce compliance with the rules during all times the Exhibit Center is being used by Tenant.**

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

**LANDLORD**

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name (Print) Title (Print)

**TENANT**

STATE OF COLORADO  
Jared S. Polis, Governor  
The Department of Higher Education, by the State Board for Community Colleges and Occupational Education for the use and benefit of Northeastern Junior College.

By: \_\_\_\_\_  
Dr. Michael S. White, President

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

**REAL ESTATE PROGRAMS**

STATE OF COLORADO  
Jared S. Polis, Governor  
DEPARTMENT OF PERSONNEL & ADMINISTRATION  
Office of State Architect, For the Executive Director

By: \_\_\_\_\_  
Heidi Dineen, Authorized Delegate

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

**OFFICE OF RISK MANAGEMENT**

STATE OF COLORADO  
Jared S. Polis, Governor  
DEPARTMENT OF PERSONNEL & ADMINISTRATION  
For the Executive Director

By: \_\_\_\_\_  
Julie Mileham, State Risk Manager

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

**LEGAL REVIEW**

DEPARTMENT OF LAW  
Philip J. Weiser, Colorado Attorney General  
ATTORNEY GENERAL (or authorized Delegate)

By: \_\_\_\_\_  
Patrick Warwick-Diaz, Associate General Counsel  
Special Assistant Attorney General

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

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:**

**CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.**

STATE OF COLORADO  
Jared S. Polis, Governor  
STATE CONTROLLER'S OFFICE  
State Controller (or authorized Delegate)

By: \_\_\_\_\_  
Lisa LeFevre, Authorized Delegate

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

EXHIBIT A  
PREMISES



EXHIBIT B

NOTICE OF ASSIGNMENT OF LEASE  
ASSUMPTION OF LEASE BY NEW LANDLORD

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Tenant

[Tenant]  
[Tenant's Address for Notice  
(See Art. 13 of Lease)]

Re: Lease for: \_\_\_\_\_, dated \_\_\_\_\_  
\_\_\_\_\_, Landlord

[Lease Address  
(See Art. 1 of Lease)  
[Landlord]

Dear Tenant:

Pursuant to Article 13 of the above referenced Lease, Tenant is hereby notified that on \_\_\_\_\_  
[date], the Lease was assigned to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [Name/Address of New Landlord], the "New Landlord."

The New Landlord's W-9 is attached.

Evidence of the transaction constituting the Assignment of Lease is by [mark as is appropriate]: \_\_\_  
Assignment and Assumption of Lease; \_\_\_ Deed \_\_\_\_\_ [Type of Deed]; \_\_\_ Other [Specify] \_\_\_\_\_  
\_\_\_\_\_; dated, which document is attached and made part hereof.

Tenant's rental obligations after \_\_\_\_\_ (date) should be paid to the New Landlord at:

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

The signatory below affirms the information provided in this Notice is true and acknowledges the New  
Landlord has assumed the obligations of Landlord under the Lease.

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

By: \_\_\_\_\_  
NEW LANDLORD

Enclosures

EXHIBIT C

COMMISSION SHARING BETWEEN THE TENANT  
AND THE REAL ESTATE SUPPORT SERVICES VENDOR

Pursuant to the contract for Real Estate Support Services between \_\_\_\_\_ and the State dated \_\_\_\_\_, Landlord and Tenant acknowledge that in consideration of \_\_\_\_\_ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission of \$\_\_\_\_,\_\_\_\_.\_\_\_\_ of which 30% (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) will be credited to Tenant as shown in Article 1(B) of the Lease and 70% of the leasing commission (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) shall be remitted to \_\_\_\_\_ upon the full execution of this Lease.

**RESOLUTION  
NO. 2023 - 37**

**A Resolution of the Board of County Commissioners of Logan County, Colorado, cancelling a Tax Lien Sale Certificate of Purchase issued in error and ordering the refund to the Certificate holder of the purchase price, subsequently endorsed taxes and interest.**

**WHEREAS**, a tax lien on real property identified as a .27 acre parcel in the NW1/4 of 16-09-51, Tax Identification Schedule Number 38048516300294, was sold at the tax lien sale on November 25, 2020 for nonpayment of delinquent 2019 real property taxes; and

**WHEREAS**, Tax Sale Certificate of Purchase No. 2019000073, was assigned for value to Nicholas Allen Woodard on December 29, 2021, and he has paid the delinquent and subsequently accrued taxes on the property, pending expiration of the statutory redemption period; and

**WHEREAS**, a tax lien on the property should not have been sold because the 2019 taxes were inadvertently assessed to a person other than the correct owner of the property; and

**WHEREAS**, C.R.S. §39-12-111, provides that when, by mistake or error of the treasurer, county clerk and recorder, or assessor or from double assessment, a tax lien has been sold on land upon which no tax was due at the time, the county shall reimburse the certificate holder for the amounts paid in connection with the purchase of the tax lien and payment of subsequently accruing taxes, together with interest, all as provided in C.R.S. §39-12-111.

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

1. Tax Lien Sale Certificate of Purchase No. 2019000073, issued on November 25, 2020 and assigned to Nicholas Allen Woodard, is hereby cancelled.
2. Nicholas Allen Woodard shall be reimbursed his payment of \$28.40 for the delinquent taxes, delinquent interest and costs of tax sale; \$23.99 for subsequently endorsed taxes for 2021 and 2022; and interest as provided by statute.

ADOPTED this 21<sup>st</sup> day of November, 2023.

THE BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Jerry A. Sonnenberg, Chairman (Aye) (Nay)

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

\_\_\_\_\_  
Mike Brownell (Aye) (Nay)

ATTEST:

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 21<sup>st</sup> day of November, 2023.

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