



**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, October 15, 2024 - 9:30 a.m.**

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

Approval of the Minutes of the October 1, 2024, meeting.

Acknowledgement of the receipt of the Clerk and Recorder's Report for the month of September, 2024.

Acknowledgement of the receipt of the Treasurer's Report for the month of September, 2024.

Acknowledgement of the receipt of the Public Trustee's Quarterly Report for the third quarter of 2024.

Acknowledgement of the receipt of the Landfill Supervisor's report for the month of September, 2024.

Appointment of a member to the Logan County Fair Board Entertainment Coordinator Position.

**Unfinished Business**  
**New Business**

Consideration of the approval of Resolution 2024-27 declaring the intent of Logan County to delegate to the Colorado Housing and Finance Authority to issue bonds using 2021 Private Activity Bond volume cap in connection with financing housing facilities for low- and middle-income families and persons; and authorizing a delegation agreement in connection therewith.

Consideration of the approval of a Transfer of Ownership liquor license on behalf of Atwood Petroleum, Inc., 4513 Highway 63, Atwood, CO who has applied for a Transfer of Ownership License for the current license held by LMR Oil LLC for Sinclair #3.

Consideration of the approval of a CDPHE grant application for a 2025 EMTS grant in the amount of \$137,375.21 for the purchase of a new ambulance and equipment on behalf of Logan County Ambulance.

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

- Northeast Colorado Junk Jaunt - \$150.00.
- Website Redevelopment/Accessibility Remediation - \$15,000.
- Mission2Market 2025 Marketing Services - \$19,200.
- 2025 Media Buy - \$27,000.

Consideration of the approval of Resolution 2027-28 and an application for Subdivision Exemption on behalf of Marcella P. Breidenbach Trust to create a 11.935-acre parcel and a 57.100-acre parcel from a 69.035-acre parcel located in the Southeast Quarter (SE1/4) of Section Thirty-one (31), and the Southwest Quarter (SW1/4) of Section Thirty-two (32), Township Ten North (T10N), Range Fifty-one West (R51W) of the Sixth Principal Meridian (6th P.M.), County of Logan, State of Colorado.

**Other Business**  
**Miscellaneous Business/Announcements**

The next regular meeting will be scheduled for Tuesday, October 29, 2024, at 9:30 a.m. at the Logan County Courthouse.

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

October 1, 2024

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Information Officer
Rob Quint	Logan County Planning and Zoning
Peggy Michaels	Logan County Assessor
Scott Preston	Trailblazer CO2
Shawn Gates	Trailblazer CO2
Paul Larue	Trailblazer CO2
Jeff Rice	Journal Advocate

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

Chairman Brownell asked if there were any revisions for the agenda. Hearing none, Chairman Brownell continued with the Consent Agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the September 17, 2024, meeting.
- Acknowledgment of the receipt of the Sheriff's Fee report for the month of August 2024.
- Consideration of the approval of an application for renewal of a Hotel and Restaurant Liquor License on behalf of the Hot Spot Smokehouse, 17408 Highway 14, Sterling, Colorado.

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

Chairman Brownell continued with New Business:

Commissioner Sonnenberg moved to approve a Master Agreement for Software as a Service Subscription and Professional Services between Logan County and Government Software Assurance Corp. to provide software that will assist in the valuation of all property and administration of exemptions, classifications of use and assessment caps within the County in accordance with the laws of the State of Colorado. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve Resolution 2024-23 and an application for Subdivision Exemption on behalf of Ellen M. Klinzmann to create a 27.16-acre parcel and a 7.89-acre parcel from a 35.00-acre parcel in an Agriculture (A) zone district, for the purpose of separating an existing residential use on Tract 2 from the adjacent cropland located in the SE 1/4 of Section 10, Township 8 North, Range 48 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve Resolution 2024-24 and an application for Subdivision Exemption on behalf of Two Buttes, LLC to create a 3.02-acre parcel from a 61.00-acre parcel in an Agriculture (A) zone district, for use as a residence in the West Half of the West Half (W1/2W1/2) of Section 31, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve Resolution 2024-25 and an application for Conditional Use Permit #258 on behalf of Trailblazer CO2 Pipeline, LLC for the construction and installation of a new main line valve on existing pipeline located in the Southwest Quarter (SW1/4) of Section 26, Township 12 North, Range 48 West of the 6th Principal Meridian in Logan County, Colorado.

- Scott Preston addressed the board explaining the project.
- Shawn Gates addressed the board to explain their part of the project.

Commissioner McBride seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve Resolution 2024-26 and an application for Conditional Use Permit #259 on behalf of Trailblazer CO2 Pipeline, LLC for the construction and installation of a new main line valve on existing pipeline located in the Northwest Quarter (NW1/4) of Section 29, Township 12 North, Range 50 West of the Principal Meridian in Logan County, Colorado. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an agreement between Logan County and Allen Clevenger and issuance of Right of Way Permit Number 2024-10 for use of the County Right of Way under County Road 68 and 70 for a pipeline. Commissioner Sonnenberg seconded, and the motion carried 3-0.

### Other Business

The next regular meeting will be scheduled for Tuesday, October 15, 2024, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 9:57 a.m.

Submitted by:

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

Approved: October 15, 2024

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Mike Brownell, Chairman

Attest:

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



## Clerk Fees Collected 2024

September

<u>County Fees Retained</u>	<u>2023</u>	<u>2024</u>	
Recording Fees Retained	10,524.47	12,781.18	
Motor Vehicle Fees Retained	320,028.69	310,493.33	
Total \$	330,553.16	\$ 323,274.51	\$7,278.65
<u>Fees &amp; Taxes Distributed</u>			
State of Colorado	231,421.63	256,953.83	
City of Sterling	37,195.32	42,607.71	
Town of Fleming	829.22	997.44	
Total \$	269,446.17	\$ 300,558.98	\$31,112.81
Fees Retained Year to Date		\$3,317,130.26	

**LOGAN COUNTY TREASURER'S MONTHLY REPORT  
REPORT OF COUNTY FUNDS ONLY  
SEPTEMBER 2024**

COUNTY FUNDS	8/31/24 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	9/30/24 BALANCE
COUNTY GENERAL	\$ 9,895,108.62	\$ 16,806.60	\$ 36,243.74	\$ 254,244.35	\$ -	\$ (1,097,272.12)	\$ (2,556.33)	\$ 9,102,574.86
ROAD & BRIDGE	\$ 5,438,621.29	\$ 9,245.94	\$ 20,192.74	\$ 550,833.34	\$ -	\$ (504,754.58)	\$ 29,038.76	\$ 5,543,177.49
CONTINGENT	\$ 701,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 701,999.55
CAPITAL EXPENDITURES	\$ 1,252,504.20	\$ 4,099.41	\$ 6.67	\$ 95,159.05	\$ -	\$ (157,201.65)	\$ (82.12)	\$ 1,194,485.56
	\$ -							\$ -
TELEVISION FUND	\$ 81,027.89	\$ 135.13	\$ 291.72	\$ -	\$ -	\$ (2,883.57)	\$ (2.70)	\$ 78,568.47
PEST CONTROL	\$ 272,598.44	\$ 749.22	\$ 820.73	\$ 53,823.41	\$ -	\$ (11,596.73)	\$ (14.99)	\$ 316,380.08
LODGING TAX	\$ 208,740.72	\$ 21,693.41	\$ -	\$ -	\$ -	\$ (9,909.69)	\$ -	\$ 220,524.44
SOLID WASTE	\$ 3,097,534.51	\$ 2,054.19	\$ 4,629.66	\$ 76,908.22	\$ -	\$ (47,452.36)	\$ (41.08)	\$ 3,133,633.14
SOLID WASTE CLOSURE	\$ 844,572.65	\$ -	\$ -	\$ 5,837.79	\$ -	\$ -	\$ -	\$ 850,410.44
CONSERVATION TRUST	\$ 278,933.45	\$ -	\$ -	\$ 16,782.10	\$ -	\$ -	\$ -	\$ 295,715.55
FAIR FUND	\$ 371,912.51	\$ -	\$ -	\$ 8,180.40	\$ -	\$ (38,708.36)	\$ -	\$ 341,384.55
CAPITAL IMPROVEMENT	\$ 3,224,642.22	\$ -	\$ -	\$ 223,365.12	\$ -	\$ (35,492.66)	\$ (4,440.39)	\$ 3,408,074.29
AMBULANCE FUND	\$ 123,249.27	\$ -	\$ -	\$ 77,423.83	\$ -	\$ (80,538.09)	\$ -	\$ 120,135.01
% TAX COLLECTED TO DATE								107.65%
<b>TOTALS</b>	<b>\$ 25,791,445.32</b>	<b>\$ 54,783.90</b>	<b>\$ 62,185.26</b>	<b>\$ 1,362,557.61</b>	<b>\$ -</b>	<b>\$ (1,985,809.81)</b>	<b>\$ 21,901.15</b>	<b>\$ 25,307,063.43</b>

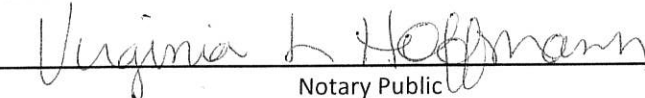
STATE OF COLORADO )  
 : ss.  
 COUNTY OF LOGAN )

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 176,182.98 for the month of SEPTEMBER 2024 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of SEPTEMBER 2024 is \$ -21,116.79 which includes fees for the County and all taxing authorities. Adjusted for transfer of funds between Road & Bridge line items.

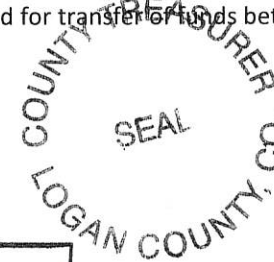
  
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 4th day of OCTOBER 2024, by Patricia Bartlett, Logan County Treasurer.  
Witness my hand and official seal.

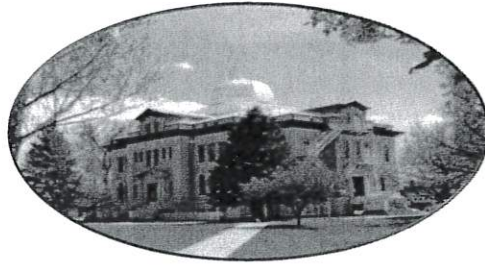
My Commission expires: September 19, 2027

  
Notary Public

VIRGINIA L HOFFMANN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19914013081  
MY COMMISSION EXPIRES SEPTEMBER 19, 2027



**PATRICIA BARTLETT**  
Logan County  
Colorado  
Treasurer and  
Public Trustee

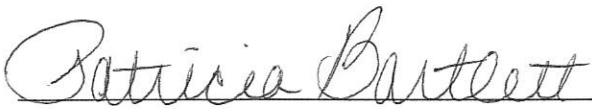


315 Main St., Ste. 4  
Sterling, CO 80751  
Phone (970) 522-2462  
treasurer@logancountyco.gov  
<http://logancounty.colorado.gov/>

October 1, 2024

The Honorable Board of County Commissioners  
Courthouse  
Sterling, CO 80751

Herewith attached is the Public Trustee's Third Quarter Report showing a total collected of \$3,970.00.

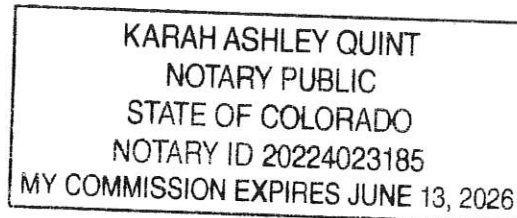
  
Patricia Bartlett, Logan County Public Trustee



STATE OF COLORADO)  
                                  :SS.  
COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this 1st day of October, 2024, by Patricia Bartlett, Logan County Public Trustee. Witness my hand and official seal.

My commission expires: June 13, 2026



  
Notary Public



JULY 2024 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
39	2	0	2	2	0	0	0	0	45
\$ 585.00	\$ 120.00	\$ -	\$ 300.00	\$ 140.00	\$ -	\$ -	\$ -	\$ -	\$ 1,145.00

AUGUST 2024 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
54	1	0	5	1	0	0	0	0	61
\$ 810.00	\$ 60.00	\$ -	\$ 750.00	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ 1,690.00

SEPTEMBER 2024 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
31	0	0	2	1	0	0	0	0	34
\$ 465.00	\$ -	\$ -	\$ 600.00	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ 1,135.00

3RD QUARTER 2024 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
124	3	0	9	4	0	0	0	0	140
\$ 1,860.00	\$ 180.00	\$ -	\$ 1,650.00	\$ 280.00	\$ -	\$ -	\$ -	\$ -	\$ 3,970.00



## LOGAN COUNTY SOLID WASTE DEPARTMENT--JOSH KLEIN, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR SEPTEMBER 2024		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.30	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.30	\$0.00
City of Sterling Packers	SF	489.01	@ \$26.30	\$12,860.96
City of Sterling Dump Trucks	CL	107.93	@ \$26.30	\$2,838.56
General Public	A,CDBD,G,Y	28.34	@ \$26.30	\$745.34
Commerial (Packers & Roll Offs)	C	787.34	@ \$26.30	\$20,707.04
>5 Tons on Free Certificates	XTON		@ \$26.30	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	0.63	@ \$39.30	\$24.76
Industrial Waste	All other ID	767.91	@ \$39.30	\$30,178.86
Industrial Petroleum Contaminated Soil	IDPCS	56.40	@ \$39.30	\$2,216.52
Out of County	OC	49.99	@ \$49.47	\$2,473.01
Industrial Waste Out of County	IDOC	3.16	@ \$75.47	\$238.49
Rural Free Certificates	NC	88.14	NC	
All County Vehicles	NCC	15.34	NC	
No Charge Tire Weight	NCTW		NC	
<b>TOTAL TONS</b>		<b>2394.19</b>		
<b>\$15.00 MINIMUM DIFFERENTIAL</b>				<b>\$1,178.65</b>
<b>\$30.00 MINIMUM DIFFERENTIAL</b>				<b>-\$0.20</b>
E-Waste Recycling		8 UNITS		\$46.00
E-Waste Recycling	NCEW		NC	
Recycled E-Waste (Landfill)	REW		NC	
Outgoing Recycled Tires/Metal	RT/RM		NC	
R & B Illegally Disposed Tires & Matts	RBT		NC	
Car Tires (CHG)		31	@ \$5.00	\$155.00
Truck Tires (CHG)		5	@ \$8.00	\$40.00
Tractor Tires (CHG)		1	@ \$12.00	\$12.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Appliances (CHG)		9	@ \$5.00	\$45.00
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized LDS	UNSEC/AUTH		@ \$15.00	\$0.00
Pulloff Loads	PULLOFF		@ \$15.00	\$0.00
Total # of Vehicles		835		
<b>TOTAL OC &amp; IDOC</b>				<b>\$2,711.29</b>
<b>TOTAL IN COUNTY</b>				<b>\$71,048.70</b>
<b>GRAND TOTAL</b>				<b>\$73,759.99</b>

SIGNED BY:

DATE:

*Kelly Perry*  
 10/01/2024

## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Sep-24	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	460.89	1237.63	\$15,802.85
CHARGE	1336.36	2693.22	\$42,202.57
CITY OF STERLING	596.94	1195.06	\$15,754.57
<b>TOTALS</b>	<b>2394.19</b>	<b>\$5,125.91</b>	<b>\$73,759.99</b>

TONS THAT ARE SHIPPED OFF:	
RECYCLED METAL (SWAN)	
RECYCLED METAL (BOHM)	
RECYCLED TIRES (RM)	
<b>SHIPPED OFF TOTALS</b>	<b>0.00</b>

EWASTE TONS SHIPPED OFF:	
GEW	
RECYCLED EWASTE (LF)	
<b>SHIPPED OFF EW TOTAL</b>	<b>0.00</b>

SIGNED BY: *Kelly Mering*  
 DATE: *10/01/2024*

**RESOLUTION**

**NO. 2024 - 27**

**A RESOLUTION DECLARING THE INTENT OF LOGAN COUNTY, COLORADO TO DELEGATE TO THE COLORADO HOUSING AND FINANCE AUTHORITY THE AUTHORITY TO ISSUE BONDS USING 2021 PRIVATE ACTIVITY BOND VOLUME CAP IN CONNECTION WITH FINANCING HOUSING FACILITIES FOR LOW AND MIDDLE INCOME FAMILIES AND PERSONS; AND AUTHORIZING A DELEGATION AGREEMENT IN CONNECTION THEREWITH.**

WHEREAS, pursuant to the Private Activity Bond Ceiling Act, constituting Title 24, Article 32, Part 17, Colorado Revised Statutes (the “Allocation Act”), Logan County, Colorado (the “County”) has available for use in 2024 private activity bond volume cap in the amount of \$1,214,420 from 2021, all of which it elected to carry forward pursuant to Section 146(f) of the Internal Revenue Code of 1986, as amended (the “Tax Code”), for “qualified residential rental projects” (the “Carryforward Allocation”); and

WHEREAS, all of the Carryforward Allocation remains unused and is available for use in 2024; and

WHEREAS, the Colorado Housing and Finance Authority (“CHFA”) has requested that the County delegate to CHFA its powers to issue revenue bonds using the Carryforward Allocation to finance housing facilities for low- and middle-income families and persons; and

WHEREAS, for purposes of Section 146 of the Tax Code, the County has agreed to delegate to CHFA its powers to issue revenue bonds using up to \$1,214,420 of the Carryforward Allocation to finance housing facilities for low- and middle-income families and persons; and

WHEREAS, CHFA and the County are both authorized by law to assist in the financing of housing facilities for low- and middle-income families and persons to the end that decent, safe and sanitary dwelling accommodations for such families and persons may be provided, and to issue bonds evidencing such; and Section 18 of Article XIV of the Colorado Constitution and Part 2 of Article 1 of Title 29, Colorado Revised Statutes, authorize the County to delegate to CHFA the authority to act as the County’s agent to issue bonds for such purpose; and

WHEREAS, it is necessary to authorize the execution by the County of a Delegation Agreement between CHFA and the County (the “Delegation Agreement”).

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

Section 1. The County hereby authorizes the delegation of authority to CHFA to use up to \$1,214,420 of the Carryforward Allocation, for use as described above.



Section 2. The form, terms and provisions of the Delegation Agreement, attached hereto, are hereby approved and the Chairperson and other appropriate officers of the County hereby are authorized and directed to execute (via manual or electronic signature) and deliver the Delegation Agreement, with such changes therein as are approved by the Chairperson or other appropriate officers of the County executing the Delegation Agreement. The execution of the Delegation Agreement shall be conclusive evidence of the approval by the County of such document in accordance with the terms hereof.

Section 3. The officers of the County shall take such other steps or actions necessary or reasonably required to carry out the terms and intent of this Resolution and the Delegation Agreement, including any amendments to the Delegation Agreement not inconsistent with this Resolution.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. All action not inconsistent with the provisions of this Resolution heretofore taken by the Board and the officers of the County directed toward the Carryforward Allocation and the authorization of the Delegation Agreement hereby are ratified, approved and confirmed.

Section 6. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED this 15th day of October, 2024.

BOARD OF COUNTY COMMISSIONERS OF  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Mike Brownell, Chairman (Aye/Nay)

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

\_\_\_\_\_  
Jerry A. Sonnenberg (Aye/Nay)

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 duly adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session, on this 15th day of October, 2024.

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



## DELEGATION AGREEMENT

This Delegation Agreement is made and entered as of October 15, 2024 between LOGAN COUNTY, COLORADO (“Logan County”), a public body corporate and politic of the State of Colorado (the “State”), and the COLORADO HOUSING AND FINANCE AUTHORITY (“CHFA”), a body corporate and a political subdivision of the State.

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this Delegation Agreement are the following:

(a) Logan County and CHFA are authorized by law to assist in the financing of housing facilities for low- and middle-income families and persons, and to issue bonds for such purpose.

(b) Section 18 of Article XIV of the Colorado Constitution and Part 2 of Article 1 of Title 29, Colorado Revised Statutes, authorize Logan County to delegate to CHFA the authority to act as Logan County’s agent to issue bonds for such purpose.

(c) For purposes of Section 146 of the Internal Revenue Code of 1986, as amended (the “Tax Code”), Logan County has remaining available for use in 2024 private activity bond volume cap remaining from 2021 in the amount of at least \$1,214,420, all of which Logan County elected to carry forward pursuant to Section 146(f) of the Internal Revenue Code of 1986, as amended, for “qualified residential rental projects” (the “Carryforward Allocation”), all of which remains unused.

(d) Logan County desires to delegate to CHFA its powers to issue one or more series of revenue bonds, notes or other obligations (the “Bonds”) using up to \$1,214,420 of such Carryforward Allocation (the “Delegated Cap”) to be used to finance qualified residential rental projects.

(e) CHFA desires to accept such delegation.

(f) Neither the execution and delivery of this Delegation Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Delegation Agreement conflicts with or results in a breach of any of the terms, conditions or provisions of any legal restriction or any agreement or instrument to which Logan County or CHFA is now a party or by which Logan County or CHFA is bound, or constitutes a default under any of the foregoing.

2. Delegation by Logan County.

(a) Logan County hereby delegates to CHFA all authority of Logan County with respect to the issuance of the Bonds. Logan County acknowledges that, for federal income tax purposes, it will be the “issuer” of the Bonds, and authorizes CHFA to act as its agent and representative in effecting the issuance of the Bonds and to take all necessary or desirable action towards accomplishing that purpose, including without limitation completing, executing and filing any IRS Form 8038s required. Logan County acknowledges that the proceeds of the Bonds may be used anywhere in the State, not solely within the jurisdictional limits of Logan County.

(b) Logan County agrees that it will take such further action and adopt such further proceedings

as may be required to implement the terms of this Delegation Agreement. Such further action will include, but is not necessarily limited to, the execution of a Federal Tax Exemption Certificate in connection with the issuance of the Bonds. In executing each such Certificate, Logan County will be entitled to review and exclusively rely upon the corresponding Federal Tax Exemption Certificate of CHFA.

3. Acceptance of Delegation by CHFA.

(a) CHFA hereby accepts the delegation granted to it by Logan County, subject to the terms and conditions herein contained.

(b) CHFA agrees that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Delegation Agreement.

4. General Provisions.

(a) This Delegation Agreement is hereby declared irrevocable during the terms of any agreements to be entered into by CHFA for the purpose of providing for the issuance of the Bonds, and this Delegation Agreement shall terminate upon the termination of all of such agreements.

(b) This Delegation Agreement shall not constitute the debt or indebtedness of CHFA or Logan County within the meaning of the Constitution or laws of the State, nor give rise to a pecuniary liability or a charge against the general credit or taxing powers of CHFA or Logan County.

(c) This Delegation Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law, facsimile, PDF or electronically transmitted signatures shall be treated as original signatures for all purposes hereunder.

IN WITNESS WHEREOF, the parties hereto have entered into this Delegation Agreement as of the day and year first above written.

LOGAN COUNTY, COLORADO

By: \_\_\_\_\_  
Mike Brownell, Chairman  
Board of County Commissioners of Logan County

COLORADO HOUSING AND FINANCE AUTHORITY

By: \_\_\_\_\_  
Thomas Bryan, Chief Financial Officer

## Fermented Malt Beverage/Fermented Malt Beverage and Wine Retailer License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

**\*Note that the Division will not accept cash.**  Paid by check  Paid online Uploaded to MoveIt on Date

New License  New-Concurrent  Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)

• Local license fee \$

• Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:  
[SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

Applicant is applying as a/an:  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation

FEIN	Trade Name of Establishment (DBA)
<input style="width: 95%;" type="text" value="99-4612081"/>	<input style="width: 95%;" type="text" value="Atwood Sinclair"/>

Sales Tax Number	Business Telephone
<input style="width: 95%;" type="text" value="Pending"/>	<input style="width: 95%;" type="text" value="970-522-8208"/>

Address of Premises (specify exact location of premises)

City	County	State	ZIP Code
<input style="width: 95%;" type="text" value="Atwood"/>	<input style="width: 95%;" type="text" value="Logan"/>	<input style="width: 95%;" type="text" value="CO"/>	<input style="width: 95%;" type="text" value="80722"/>

Mailing Address (Number and Street)

City or Town	State	ZIP Code
<input style="width: 95%;" type="text" value="La Jolla"/>	<input style="width: 95%;" type="text" value="CA"/>	<input style="width: 95%;" type="text" value="92038"/>

Email Address	Home Phone Number
<input style="width: 95%;" type="text" value="reagan@raycofuels.net"/>	<input style="width: 95%;" type="text" value="N/A"/>



If the premises currently has a liquor or beer license, you **must** answer the following questions:

Present Trade Name of Establishment (DBA)

LMR Oil LLC, DBA Sinclair #3

Present Sales License Number

04-01698

Present Class of License

FMB Beer and Wine Retailer

Present Expiration Date

04/06/2025

**Section A - Nonrefundable Application Fee**

- Application Fee for New License ..... \$1,100.00
- Application Fee for New License - with Concurrent Review ..... \$1,200.00
- Application Fee for Transfer..... \$1,100.00

**Section B - Fermented Malt Beverage License Fees**

- Retail Fermented Malt Beverage On-Premises (City) ..... \$96.25
- Retail Fermented Malt Beverage On-Premises (County)..... \$117.50
- Retail Fermented Malt Beverage and Wine (City)..... \$96.25
- Retail Fermented Malt Beverage and Wine (County)..... \$117.50
- Retail Fermented Malt Beverage and On/Off-Premises (City) ..... \$96.25
- Retail Fermented Malt Beverage and On/Off-Premises (County) ..... \$117.50

Master File Location Fee .....\$25.00 x  Total \$

Master File Background.....\$250.00 x  Total \$

Questions? Visit [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information

**Do Not Write In This Space - For Department Of Revenue Use Only**

**Liability Information**

License Account Number

Liability Date

License Issued Through: (Expiration Date)

Total \$



# Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant **exactly**. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

**Questions? Visit:** [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information

## Items Submitted, Please Check All Appropriate Boxes Completed or Documents Submitted

### I. Applicant Information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Submit originals to local authority
- Additional information required by the local licensing authority

### II. Diagram of the Premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
- Separate diagram for each floor (if multiple levels)
- Bold/Outlined licensed premises

### III. Proof of Property Possession (One Year Needed)

- Deed in name of the applicant **only** (or) (matching question #2) date stamped/filed with County Clerk
- Lease in the name of the applicant **only** (matching question #2)
- Lease Assignment in the name of the applicant (**only**) with proper consent from the Landlord and acceptance by the applicant
- Other agreement if not deed or lease

#### IV. Background Information (DR 8404-I) and Financial Documents

- Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State

**Do not complete fingerprint cards prior to submitting your application.**

The Vendors are as follows:

**IdentoGO** – <https://uenroll.identogo.com/> Phone : 844-539-5539 (toll-free)

**Colorado Fingerprinting** – <http://www.coloradofingerprinting.com>

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 Toll Free: 833-224-2227

**Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:**

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (N/A)

#### V. Sole Proprietor/Husband and Wife Partnership (If Applicable)

- Form DR 4679
- Copy of State Issued Driver's License or Identification Card for each Applicant

#### VI. Corporate Applicant Information (If Applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

#### VII. Partnership Applicant Information (If Applicable)

- Partnership Agreement (general or limited)
- Certificate of Good Standing

#### VIII. Limited Liability Company Applicant Information (If Applicable)

- Copy of Articles of Organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?.....  Yes  No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
  - a. Been denied an alcohol beverage license?.....  Yes  No
  - b. Had an alcohol beverage license suspended or revoked?.....  Yes  No
  - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?.....  Yes  No

If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.....  Yes  No

If "yes", explain in detail.

4. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? Note: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.....  Yes  No
5. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? (Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.).....  Yes  No
6. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 6.....  Yes  No
  - a. The FMB On/Off is located in a county with a population of > 35,000.....  Yes  No
  - b. The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500.....  Yes  No (N/A)

Note - The population is determined from the recently available United States Census Bureau.

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.....  Yes  No



8. Does the applicant, as listed as Trade Name of Establishment (DBA) of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?.....  Yes  No

Ownership  Lease  Other (Explain in detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Atwood Crude LLC	Atwood Petroleum Inc.	09/30/2049

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 6.....  Yes  No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name  First Name

Date of Birth (MM/DD/YY)  FEIN or SSN  Interest

Last Name  First Name

Date of Birth (MM/DD/YY)  FEIN or SSN  Interest

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Name of Manager(s) for all on premises applicants.

Last Name  First Name

Date of Birth (MM/DD/YY)

11. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.....  Yes  No



**12. Tax Information.**

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....  Yes  No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....  Yes  No

**13.** If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name

Reagan Shallal

Home Address (Number and Street)

1020 Prospect St

City

La Jolla

State

CA

ZIP Code

92037

Date of Birth (MM/DD/YY)

[Redacted]

Position

Owner

Percent Owned

33.3%

Name

Rafi Gorges

Home Address (Number and Street)

12172 Via Hacienda

City

El Cajon

State

CA

ZIP Code

92019

Date of Birth (MM/DD/YY)

[Redacted]

Position

Owner

Percent Owned

33.3%

Name			
Luay Rafou			
Home Address (Number and Street)			
613 Sandra Ln			
City		State	ZIP Code
Ej Cajon		CA	92019
Date of Birth (MM/DD/YY)	Position	Percent Owned	
	Owner	33.3%	

Name			
Home Address (Number and Street)			
City		State	ZIP Code
Date of Birth (MM/DD/YY)	Position	Percent Owned	

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.

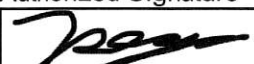
\*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

\*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

### Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name	Title
Reagan Shallal	Owner
Authorized Signature	Date (MM/DD/YY)
	09-29-24

**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority

8/29/24

Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.

**For Transfer Applications Only** - Is the license being transferred valid?.....  Yes  No

**Each person required to file DR 8404-I has been:**

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license. (Check One)

- Date of Inspection or Anticipated Date
- Upon approval of state licensing authority
- New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for

Telephone Number

- Town, City
- County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature (Attest)

Date (MM/DD/YY)



Name (Individual/Business)

Atwood Petroleum Inc.

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

N/A

970-522-8208

Street Address

4513 Highway 63

City

State

ZIP Code

Atwood

CO

80722

Printed name of person signing on behalf of the Applicant/Licensee

Reagan Shallal

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed



8-29-24

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

## Tax Check Authorization, Waiver, and Request to Release Information

I, Reagan Shallal

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Atwood Petroleum Inc.

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

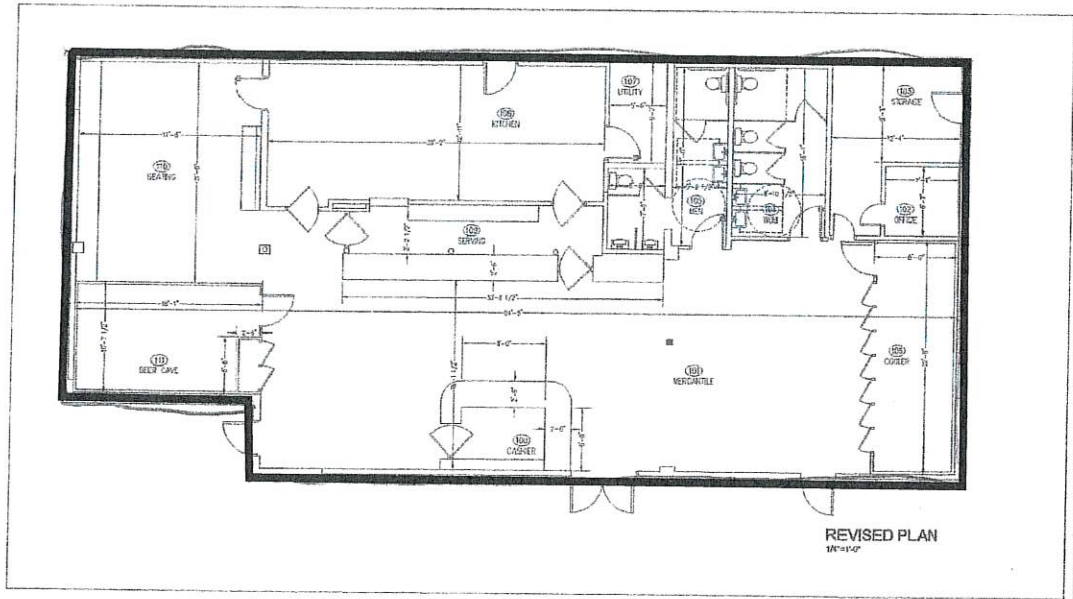
By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Question #7: Additional Liquor Licenses

Partners of the applicant Atwood Petroleum Inc. hold a current financial interest in the following additional liquor licenses:

- Black Op Petroleum Inc. – State of California
- RAS Petroleum Inc. – State of California
- Newberry Petroleum – State of California
- Welton Petroleum – State of Arizona
- Vidal Petroleum Inc. – State of California
- Sierraville Fuel Inc. – State of California
- Rafou Crude Inc. – State of California





Entire area to be licensed

C. PELL ARCHITECT, L.L.C.  
 6000 S. UNIVERSITY AVENUE, SUITE 200  
 DENVER, CO 80202



SINCLAIR STATION  
 4513 HIGHWAY 83, ATWOOD, CO

SHEET A3  
 OF 5

DATE: 21 NOV 19  
 PROJECT: 2018-ATWOOD-11

## Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective **10/01/2024** [Date], by and between **Atwood Crude LLC** [Landlord] ("Landlord") and **Atwood Petroleum Inc a CO** [State] **corporation** [Tenant] ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **4513 Hwy 63 Atwood CO 80722**[Address of Building] and legally described as follows (the "Building"): **That certain building on APN 38077911200155 in Logan County, Colorado.** [Legal Description of Building]

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **10/01/2024** [Start Date] and ending **09/30/2049** [End Date]. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of **\$300,000** [Annual Rent] per year, payable in installments of **\$25,000** [Monthly Rental Amount] per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at: **PO Box 2227 La Jolla CA 92038** [Landlord's Designated Payment Address] or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of **NONE** [Security Deposit].

B. The rent will increase by **\$0.00** (US) per month, beginning one year from the "Start Date" and continuing through the "Initial Term".

### 3. Use

DS  
RS

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

#### 4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

#### 5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

#### 6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

#### 7. Property Taxes.

Tenant shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

#### 8. Insurance.



A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

#### 9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy, or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

#### 10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or

construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord **N/A** [Number of Parking Spaces] spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of **N/A** [Parking Space Rental] per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or



use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and



Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

**Atwood Crude LLC**  
**c/o Reagan Shallal**  
**PO Box 2227**  
**La Jolla CA 92038**

If to Tenant to:

**Atwood Petroleum Inc**  
**c/o Reagan Shallal**  
**PO Box 2227**  
**La Jolla CA 92038**

DS  
RS

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full

reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

X DocuSigned by:  
*Reagan Shallal* 8/27/2024 | 11:01 AM PDT  
AB058C38AA1C4D4...

**Atwood Crude LLC**  
X DocuSigned by:  
*Reagan Shallal* 8/27/2024 | 11:01 AM PDT  
AB058C38AA1C4D4...

**Atwood Petroleum Inc**



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Atwood Petroleum Inc.

is a

Corporation

formed or registered on 08/20/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20241867512 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/23/2024 that have been posted, and by documents delivered to this office electronically through 08/26/2024 @ 10:55:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/26/2024 @ 10:55:02 in accordance with applicable law. This certificate is assigned Confirmation Number 16329902 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

Atwood Petroleum Inc. ("Corporation") will not adopt bylaws and there shall be no board of directors or corporate seal of the Corporation. The powers and duties of the Corporation, and the corporate affairs and business of the Corporation, shall be managed and performed by the shareholders as more fully set out in a Shareholder's Agreement entered into by the shareholders of the Corporation. The transfer of shares of the Corporation may be restricted, as more fully set out in the Corporation's Shareholder's Agreement. Any amendment to these Articles of Incorporation shall be by at least a two-thirds (2/3) vote of the shareholders entitled to vote. The Corporation may be dissolved upon the decision of all the shareholders then holding issued stock shares of the Corporation. Dustin J. Richards is the incorporator of the Corporation but he shall not be a shareholder or officer of the Corporation, and shall have no interest of any type or nature whatsoever in the Corporation.

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Dustin J Richards  
501 E Garfield St  
Laramie WY 82070  
US

## AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:  Licensee  Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

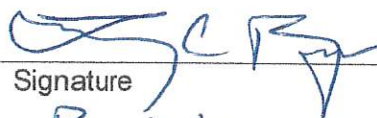
Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 23<sup>rd</sup> day of August, 2008 24.

**Seller:**

LMR Oil LLC -- License No. 04-01698  
Licensee & License Number

Sinclair  
Trade name

  
Signature


President  
Position

Larry C. Rogers  
Print Name

**Buyer:**

Atwood Petroleum Inc.  
Applicant

Sinclair  
Trade name

  
Signature

President  
Position

Reagan Shallal  
Print Name





## Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the corporation is** Atwood Petroleum Inc.

**The principal office street address is**

4513 Highway 63  
Atwood CO 80722  
US

**The principal office mailing address is**

PO Box 2227  
La Jolla CA 92038  
US

**The name of the registered agent is** Northwest Registered Agent LLC

**The registered agent's street address is**

1942 Broadway Ste 314C  
Boulder CO 80302  
US

**The registered agent's mailing address is**

1942 Broadway Ste 314C  
Boulder CO 80302  
US

The person above has agreed to be appointed as the registered agent for this entity.

**The name(s) and address(es) of the incorporator(s)**

Dustin J Richards  
501 E Garfield St  
Laramie WY 82070  
US

**The classes of shares and number of shares of each class that the corporation is authorized to issue are**

The corporation is authorized to issue:  
Common shares - 120

Additional share information:  
All shares shall be the same class of common stock without par value.

**Additional information the person(s) forming this entity determined to include is**

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF TRADE NAME**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Atwood Sinclair

(Entity ID # 20241912436 )

was filed in this office on 08/28/2024 with an effective date of 08/28/2024 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/27/2024 that have been posted, and by documents delivered to this office electronically through 08/28/2024 @ 10:05:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/28/2024 @ 10:05:53 in accordance with applicable law. This certificate is assigned Confirmation Number 16337994 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

# Wholesaler Affidavit of Compliance

## Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

PIONEER DISTRIBUTING INC

Trade Name of Establishment / Doing Business As (DBA)

PIONEER DISTRIBUTING INC

License Number

03-03551 & 02-24700-0002

Phone Number

970-522-0706

Email Address

Physical Address

15611 TANYA STREET

City

STERLING

State

CO

ZIP Code

80751

Transferor Retailer Licensee Name

LMR Oil LLC

Trade Name of Establishment / Doing Business As (D B A)

Sinclair #3

License Number

04-01698

Phone Number

Physical Address

4513 Highway 63

City

Atwood

State

CO

ZIP Code

80722

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

**Note:** If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

Not Paid in Full

Wholesaler

Pioneer Distributing Inc.

Printed Name

Patrick O'Neil

Title

President

Signature

Patrick O'Neil

Date (MM/DD/YY)

10-7-24



# Wholesaler Affidavit of Compliance

## Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

EAGLE ROCK DISTRIBUTING COMPANY OF COLORADO LLC

Trade Name of Establishment / Doing Business As (DBA)

EAGLE ROCK DISTRIBUTING COMPANY

License Number

03-14129 & 03-14130

Phone Number

770-498-5500

Email Address

Physical Address

1455 EAST 62ND AVENUE

City

DENVER

State

CO

ZIP Code

80216

Transferor Retailer Licensee Name

LMR Oil LLC

Trade Name of Establishment / Doing Business As (D B A)

Sinclair #3

License Number

04-01698

Phone Number

Physical Address

4513 Highway 63

City

Atwood

State

CO

ZIP Code

80722

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

**Note:** If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

Not Paid in Full

Wholesaler

Eagle Rock Distributing Company

Printed Name

Rachel Eastwood

Title

AR Specialist

Signature

Rachel Eastwood

Date (MM/DD/YY)

8/30/2024



## STATEMENT OF WORK

**I. Entity Name: County of Logan**

**II. Project Description:**

This project serves to improve patient health care to all citizens and visitors of the State of Colorado. Grant funding is made available to organizations that provide Emergency Medical and Trauma services for the ongoing maintenance and improvement of Colorado’s emergency medical and trauma services system as required by of CRS 25-3.5-601 and 6 CCR 1015-1.

This project will purchase emergency medical and trauma services equipment in order to maintain or improve emergency medical and trauma services in the area served by Logan County Ambulance. The addition of these resources in their service area will improve the overall quality of emergency medical and trauma care in Colorado, and improve Logan County Ambulance’s ability to respond to emergency medical and trauma situations.

**III. Definitions:**

1. CDPHE: Colorado Department of Public Health and Environment
2. EMS: Emergency Medical Services
3. EMTS: Emergency Medical and Trauma Services
4. NHTSA: National Highway Traffic Safety Administration

**IV. Work Plan:**

<b>Goal #1:</b> To protect the health, safety and welfare of all who receive health care services in Colorado.	
<b>Objective #1:</b> No later than the expiration date of this contract, the Contractor shall replace or add resources that will assist the community served by Logan County Ambulance in times of emergency, with more reliability and greater safety.	
<b>Primary Activity #1</b>	The Contractor shall verify the manufacturer of the ambulance(s) considered for purchase is registered on the NHTSA Manufacturer’s Information Database as a final stage manufacturer.
<b>Primary Activity #2</b>	The Contractor shall purchase the following equipment:
<b>Sub-Activities #2</b>	<ol style="list-style-type: none"> <li>1. EMTS vehicles               <ol style="list-style-type: none"> <li>a. One (1) type I 4x4 ambulance (4-wheel drive truck chassis with ambulance box)</li> <li>b. One (1) vehicle data recorder and installation</li> <li>c. One (1) forward-facing attendant seat in patient module</li> <li>d. One (1) monitor or equipment bracket and installation</li> <li>e. One (1) built-in oxygen cylinder loading system</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>f. One (1) recessed or padded grab rail in patient module</li> <li>g. One (1) additional padding or rounded edges in patient module</li> <li>h. One (1) back-up or side-view blind spot camera</li> <li>i. One (1) built-in patient loading system</li> </ul> <ul style="list-style-type: none"> <li>2. EMTS equipment <ul style="list-style-type: none"> <li>a. One (1) powered ambulance cot</li> </ul> </li> </ul>
<b>Primary Activity #3</b>	The Contractor shall verify the following equipment is fully operational:
<b>Sub-Activities #3</b>	<ul style="list-style-type: none"> <li>2. EMTS vehicles <ul style="list-style-type: none"> <li>a. One (1) type I 4x4 ambulance (4-wheel drive truck chassis with ambulance box)</li> <li>b. One (1) vehicle data recorder and installation</li> <li>c. One (1) forward-facing attendant seat in patient module</li> <li>d. One (1) monitor or equipment bracket and installation</li> <li>e. One (1) built-in oxygen cylinder loading system</li> <li>f. One (1) recessed or padded grab rail in patient module</li> <li>g. One (1) additional padding or rounded edges in patient module</li> <li>h. One (1) back-up or side-view blind spot camera</li> <li>i. One (1) built-in patient loading system</li> </ul> </li> <li>3. EMTS equipment <ul style="list-style-type: none"> <li>a. One (1) powered ambulance cot</li> </ul> </li> </ul>
<b>Primary Activity #4</b>	The Contractor shall complete the following reports:
<b>Sub-Activities #4</b>	<ul style="list-style-type: none"> <li>1. Three (3) quarterly grant progress reports.</li> <li>2. One (1) final report upon completion of the project.</li> </ul>
<b>Standards and Requirements</b>	<ul style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall purchase ambulances manufactured by an organization registered with NHTSA as a final stage manufacturer and in compliance with 6 CCR 1015-3, Chapter 4, and Section 3.3.1 (H), which can be found at the following website, and incorporated and made part of this contract by reference: <a href="https://bit.ly/2Zm2K2d">https://bit.ly/2Zm2K2d</a>.</li> <li>3. NHTSA registration information for organizations registered as final stage manufacturers is found on the NHTSA Manufacturer's Information Database at the following website, and is incorporated and made part of this contract by reference: <a href="https://vpic.nhtsa.dot.gov/mid/">https://vpic.nhtsa.dot.gov/mid/</a>.</li> <li>4. The Contractor shall comply with the requirements stated in the Funding Guide. This document is incorporated and made part of this contract by</li> </ul>



reference and is available on the following website:  
<https://drive.google.com/file/d/1WTt3rCpQd-2U2qE4kz05eloz141WXXKw/view>.

5. The Contractor shall comply with the requirements stated in the Management Guide. This document is incorporated and made part of this contract by reference and is available on the following website:  
<https://drive.google.com/file/d/1HvdSh2lDwnjIArm4ZqESjChnmGDoPAEg/view>.
6. The Contractor shall comply with the State Price Agreements or use a vendor with the same or better price and quality when purchasing communication equipment, medical equipment, or emergency vehicles (except ambulances). Information on State Price Agreements is incorporated and made part of this contract by reference and is available on the following website <https://osc.colorado.gov/spco/state-price-agreements>.
7. The Contractor shall purchase equipment through a competitive process, accepting the lowest bid that meets bid specifications, if not available through a State Price Agreement.
8. The Contractor shall maintain personal property casualty insurance for the full replacement value of the equipment during the equipment's useful life.
9. The Contractor shall perform all maintenance service for the equipment in accordance with manufacturer's specifications and warranty requirements.
10. The Contractor shall be solely responsible for all repairs and maintenance costs for the equipment purchased.
11. The Contractor shall maintain the following records for the useful service life of the equipment:
  - a. Detailed records of maintenance services performed on the equipment.
  - b. Inventory control records of all equipment.
12. The Contractor shall require any employees, agents, and subcontractors to operate the equipment in accordance with the manufacturer's safety and operation instructions.
13. The Contractor shall repair or replace any equipment that becomes unavailable for use by Contractor in the following cases:
  - a. Damaged
  - b. Destroyed
  - c. Lost
  - d. Stolen
14. The Contractor shall obtain written approval from CDPHE prior to the Contractor reallocating the equipment or when unable to utilize the equipment to provide emergency and medical trauma services as described in the project description in this Statement of Work, throughout the useful service life of the equipment, in the following situations:
  - a. Sale of the equipment
  - b. Transfer of the equipment
  - c. Disposal of the equipment
  - d. Material change in use of the equipment

	<p>15. CDPHE will respond within 30 days to a written request to reallocate, sell, transfer or dispose of purchased equipment.</p> <p>16. The Contractor shall refund CDPHE proceeds from the sale of equipment, equaling the percentage of CDPHE’s initial financial contribution, when the equipment is sold at public auction.</p> <p>17. The Contractor acknowledges that CDPHE will execute a security lien against any piece of equipment purchased by the Contractor pursuant to this contract. Any such lien shall remain in place until CDPHE determines that the Contractor has satisfied all obligations of the contract, and CDPHE acknowledges and releases Contractor via written notice.</p> <p>18. The Contractor shall comply with the Colorado EMTS quarterly report format. This information is incorporated and made part of this contract by reference and is available on the following website:  <a href="https://www.zoomgrants.com/zgf/EMTS_Funding_Program_FY25">https://www.zoomgrants.com/zgf/EMTS_Funding_Program_FY25</a>.</p>	
<b>Expected Results of Activity(s)</b>	The Logan County Ambulance will maintain their ability to respond to emergency medical and trauma situations for the residents and visitors of Colorado.	
<b>Measurement of Expected Results</b>	Completed quarterly reports used to determine the agency has obtained the emergency equipment to maintain or improve their response to emergency medical and trauma situations.	
	<b>Completion Date</b>	
<b>Deliverables</b>	<p>1. The Contractor shall submit a copy of the NHTSA Manufacturer’s Information Database search results to the EMTS Grants and Communications Coordinator at <a href="mailto:andrek.smith@state.co.us">andrek.smith@state.co.us</a>.</p>	Prior to signature of any binding purchase agreement with an ambulance vendor.
	<p>2. The Contractor shall submit quarterly progress reports to the EMTS Funding Section Manager via <a href="https://www.zoomgrants.com/zgf/EMTS_Funding_Program_FY25">https://www.zoomgrants.com/zgf/EMTS_Funding_Program_FY25</a>.</p>	No later than last day of September, December and March.
	<p>3. The Contractor shall submit a final progress report to the EMTS Funding Section Manager via: <a href="https://www.zoomgrants.com/zgf/EMTS_Funding_Program_FY25">https://www.zoomgrants.com/zgf/EMTS_Funding_Program_FY25</a>.</p>	No later than last day of June 30, 2025.

**V. Budget:**

Total funding available for work described in this statement of work shall not exceed \$137,375.21. The State shall fund 50% of the cost to purchase the ambulance(s) and other equipment, with a maximum total cost of \$338,163.43. Should the Contractor realize savings on the purchase price(s), the savings shall be shared between the Contractor and the State at their respective percentage contribution.

County of Logan		Agency Match Amount:	50%
<b>Project Budget</b>			
<b>Description</b>	<b>Entity Amount</b>	<b>State Amount</b>	<b>Total Price</b>
EMTS vehicles	\$185,350.89	\$121,937.88	\$307,288.77
EMTS equipment	\$15,437.33	\$15,437.33	\$30,874.66
<b>Column Totals:</b>	\$200,788.22	\$137,375.21	\$338,163.43
<b>Contract Total:</b>		<b>\$137,375.21</b>	

**VI. Additional Provisions:**

**The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order.** Wherever used in the following provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

**A. ADDITIONAL PROVISIONS -- Invoicing**

To receive compensation under the Purchase Order, the Contractor shall submit a signed CDPHE Reimbursement Invoice Form once the equipment is delivered to the Contractor, tested to be operational and paid in full.

The CDPHE Reimbursement Invoice Form is accessible from the CDPHE internet website: <https://cdphe.colorado.gov/emergency-care/funding/manage-your-ems-grant-award> and is incorporated and made part of this SOW by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form including the Expenditure Details pages must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

The Contractor shall submit the following documentation with the completed CDPHE Reimbursement Invoice Form and Expenditure Details pages, itemized vendor invoices showing items or services purchased, proof of payment for each vendor invoice listed in the request, and photographs of each item purchased and installed, if applicable.

Scan the completed and signed CDPHE Reimbursement Invoice Form including the Expenditure Details pages and supporting documentation into an electronic document. Email the scanned document(s) to the EMTS Grants and Communications Coordinator at [andrek.smith@state.co.us](mailto:andrek.smith@state.co.us).

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Purchase Order.

Unless otherwise provided for in the Purchase Order, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.



**VII. Monitoring:**

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the EMTS Funding Section Manager or designee. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable.

**VIII. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **thirty (30)** calendar days of discovery of a compliance issue. Within **thirty (30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the EMTS Funding Section Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.

**IX. Attestation:**

The Contractor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

---

Contractor Name (Print) and Title

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Contractor Signature

---

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: 9/3/2024 Event / Project: Northeast Colorado Junk Jaunt

Responsible Party: (Signature) Linda Langelo

Funds Payable to: (Organization) Northeast Colorado Junk Jaunt

Mailing Address: 125 Cedar P.O. Box #1 Julesburg, CO. 80737

Date(s) of Activity: October 4, 5 & 6.

Amount requested: \$150

### 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 \$ 150<sup>00</sup> for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: Russell [Signature] Date: 10-7-24

LCLTB Treasurer's Endorsement [Signature] Date: 10/17/24

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

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



# LOGAN COUNTY LODGING TAX BOARD

## FUNDING APPLICATION

1. EVENT / PROJECT: Northeast Colorado Junk Jaunt

2. DATE(S) OF EVENT: October 4,5 & 6

3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:  
A three day tri-county event to bring visitors to the area. The focus is about antique and collectibles. We are  
We want to open a pathway for a broader audience to and give another opportunity for economic  
growth. We are establishing our own 501C3 and making this an annual event.

4. WHERE WILL EVENT BE HELD? This year Logan, Sedgwick and Phillips County

5. IS THIS EVENT ONE-TIME OR ANNUAL? Annual event

6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?  
Through radio ads, our Facebook page and an email available to people to send information and  
answer questions are all part of the marketing plan now. We want to develop a website and using local vendors  
develop other items that people can purchase to take with them such as a key chain with a logo or  
a T-shirt to remember the event.

7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 1,500-2000

8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? No idea

9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?  
Since this is the first year, overtime, businesses have another opportunity where they are not always  
depending on their finite base of customers in the area.

10. EVENT BUDGET (PLEASE ATTACH)

\_\_\_\_\_  
Signature \_\_\_\_\_ Date

\*\*\*\*\*

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

Previous funding?       Follow-up report?

## Northeast Colorado Junk Jaunt

### Budget

\$400 – printing booklets

\$450 – radio ads

\$300 – donated for an Ad in the Explore Magazine

\$279.33 - Banners

\$10/vendor ad for our publication



**GOLDEN PLAINS AREA**  
COLORADO STATE UNIVERSITY  
EXTENSION

**Colorado State University Extension**  
4040 Campus Delivery  
Ft. Collins, CO 80523-4040  
[www.ext.colostate.edu](http://www.ext.colostate.edu)

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**For Immediate Release**

**Contact: Linda Langelo**  
Golden Plains Extension  
Horticulture Specialist  
Phone: (970) 474-3479  
[Linda.Langelo@colostate.edu](mailto:Linda.Langelo@colostate.edu)

**Northeast Colorado Junk Jaunt**  
CSU Horticulture Specialist, Linda Langelo

Coming this fall is a tri-county-wide junk jaunt. This is like the Nebraska Junk Jaunt, a three-day event over 200 miles. For Logan, Sedgwick, and Phillips Counties, we invite entrepreneurs, business owners, and homeowners who want to sell a product, antiques, or just old junk to join us.

October 4, 5, and 6 are the dates set for the event this year. We intend to open a pathway for a broad audience to give more opportunities for our towns to bring economic growth here. We hope you join us no matter if you have a craft such as quilting, carpentry, ceramics, painting, or just things you would like to sell including antiques, we hope you join us.

This three-day event gives people an opportunity to book a hotel room, eat at our restaurants, and increase revenue. Everyone is welcome. We are printing a publication for the Northeast Colorado Junk Jaunt if you want to place an ad. The ad cost depends on the size of the ad. And your ad will be in the publication for all those who come to visit us during their stay here. If someone happens to want to connect with you later and they have the publication, they know how to reach you to purchase an item from you. Application forms will be in the town halls in Logan, Sedgwick, and Phillips Counties. If you want to be in the publication, please obtain a form from your town hall. Our Facebook page is Northeast Colorado Junk Jaunt.

This event is in its first year here in the Northeast. In future years, we plan on extending the event to nearby counties and towns. Our board members are as follows: President, Linda Langelo, Vice-President, Julie Thayer, Secretary/Treasurer Phyllis Smith, and Executive Director, Jess Smith.

Linda Langelo is a Colorado State University Extension horticulture specialist, member of Garden Communicators International, and regular contributor to [MarthaStewart.com](http://MarthaStewart.com) gardening articles. She also produces The Relentless Gardener Podcast. She is a guest blogger for AARP Colorado and AARP Maryland.

An equal access and equal opportunity University. <https://col.st/110t3>



## Northeast Colorado Junk Jaunt

How would the Junk Jaunt benefit Logan County?

There are 25 vendors selling antiques under the Humble Homestead 12 vendors, under Sweet Vintage, and other private residential folks are selling antique items. We have a booklet for visitors coming to the Junk Jaunt. There are restaurants and motels in your county in the booklet.

We are planning on establishing this as an annual event on the first weekend of October. This is another opportunity to draw a broader customer base to the area. Plus, when someone advertises in the booklet, a customer has that information, if they chose to shop with that vendor again in the future. It is about making connections.

# 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:** 9/5/24      **Event / Project:** Website Redevelopment/Accessibility Remediation

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

**Funds Payable to: (Organization)**      Agency Tourism Marketing

**Mailing Address:** 2230 NE Killingsworth St., Portland OR 97211

**Date(s) of Activity:** Possible launch Dec. 1, 2024

**Amount requested:**      \$15,000

### **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.

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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.
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8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

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**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 \$ 15,000<sup>00</sup> for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: Russell McLee Date: 10-7-24

LCLTB Treasurer's Endorsement RJ Parley Date: 10/7/24

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

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



## Website Redevelopment and Marketing Proposal for 2024

**Client:** Explore Sterling Tourism Information Center (“Client”)

**Agency:** Agency Tourism Marketing (“Agency”)

**Date:** August 19, 2024

Dear Ms. Johnson,

Thank you for considering Agency Tourism Marketing for this work. We have proposed our best efforts in this document and hope you’ll consider us thoroughly and find that we are the best option for your project. We’re confident that we can continue to exceed your expectations during and after the proposed work through a long-term partnership. We look forward to receiving project approval from you.

The proposed work herein stands apart from everything else you’ll receive. Please consider these points while evaluating our group:

- We have been specializing in the tourism industry since 2007. Although we have worked at the state level (Travel Oregon, Colorado Tourism Office, Explore Georgia), the bulk of our work has been for DMOs at the city, county, and regional levels. **We would apply our proven expertise and strategies to your existing framework.**
- We’re already specialists in the foundational internet marketing elements that a tourism association website requires. **Once that foundation is in place, we build upon it to meet your specific needs.**
- Our team attends state conferences (CO, OR, WA) throughout the year, as well as professional conferences to remain on the forefront of Destination Marketing and Stewardship. **We have front-row insights into your industry.**
- We have long been working to help our clients be better stewards of the land and resources they promote, and the Agency’s president is part of the *Global Stewardship Innovation Lab*. **This intention and expertise shows through in everything we do.**
- You will have direct phone access to the principals of the company, and someone is always available to help out with something urgent. **It’s never difficult to reach us directly.**
- Our method is based on the cycle of: *Think. Execute. Measure. Repeat*. We build tracking and reporting into everything we can, **and use that data as a compass to innovate and strategize our next steps.**
- We’re not going anywhere. We’ve been serving attractions, regions, and cities in the tourism



industry for over 17 years. **We'll continue to support your website and marketing efforts for as long as you'll have us.**

Thank you very much,



Jason W. Herzog  
President  
Agency Tourism Marketing

## Our Background

We appreciated the opportunity to build your website and help with internet marketing years ago, and would love to continue supporting it well into the future as your organization continues to grow.

Our company's history as Agency Tourism Marketing began in 2017, but our beginnings in the Tourism Industry go back to 2007. Prior to Agency's creation under the leadership of Jason Herzog, Jason was working for Internet Honey and Tourism Intelligence Group where he forged many of Agency's long-standing client relationships—including connections with associations and destination marketing organizations like the Colorado Dude & Guest Ranch Association, Colorado Tourism Office, and Alamosa CVB. We built some of the first *Mobile-First/Responsive* websites for Colorado DMOs and ski resorts. For 20 years, we've been building directory-based DMO websites to highlight lodging partners, local businesses, attractions, and things to do.

Fast forward to the present, Agency Tourism Marketing's business model is part marketing agency, part digital service provider, offering both digital marketing services and proprietary tools like Tourism Engine™ which we used to build the Colorado Ski Country USA's E-Snow Newsletter automation, and Travel Oregon's Visitor Lifecycle Management (VLM Project).

We work in this industry because we believe in travel and its ability to bring people together. It enriches people's lives and livelihood, celebrates culture, and helps communities grow—all while creating memories that last forever. Travel and tourism both accomplish something that seems impossible: they break down geographic barriers allowing for connectedness. Our role in this effort is simple. As a digital performance marketing agency, we equip associations, destination marketing organizations, and





attractions with the tools and resources needed to get there. Our proprietary solutions give us the ability to tailor to the precise needs of our clients, which has been an integral part of our business to date.

With respect to the state of Colorado, it's impossible to underestimate the importance the tourism industry has had in the state's economic trajectory. We're particularly eager for this opportunity because of our shared values and stake in Colorado's economic resilience.

## Approach to Services

We hope you'll find that we are uniquely positioned to perform your requested services. We specialize in building WordPress websites for DMOs, attractions, and resorts in the tourism industry. Being a full service marketing agency, we understand the needs and requirements that you will have, and how to best support your marketing efforts.

This familiarity would allow us an efficient start within this project along with eager ideas for growth. We truly understand that your website serves as an extension of your organization and if given the chance, we'll develop it accordingly to accomplish your intersecting goals as they transform over time.

Below are key considerations that we'd apply in developing your website.

## Key Considerations

### 1. Mobile-First Design

Mobile users are representing the majority of website traffic for most sites within our industry. It's as important as ever to have a website that is responsive across all devices. We've developed numerous foundational themes in WordPress that meet the modern standard for cross-device user experience, yet still allow you the flexibility to make creative changes and updates to your brand, content strategy, and other integral pieces of your website.

The below chart showcases that mobile users represented nearly 60% of a similar website's traffic in 2021, but these same mobile users perform comparatively lower for important metrics highlighting challenges within the current site. For example, the mobile conversion rate (.1%) is much lower than that of desktop users (.4%) signaling that it may be disproportionately challenging to checkout or complete a purchase via smartphone. Other metrics such as 'average session duration' and 'pages/session' and 'bounce rate' are all less favorable on mobile when compared to that of desktop, signaling additional





difficulties for the mobile user experience. We've placed mobile-first design high on the priority list for this project as we agree it's a great opportunity for optimization.

Device Category	Acquisition			Behavior			Conversions <span>eCommerce</span>		
	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Transactions	Revenue	Ecommerce Conversion Rate
	<b>587,645</b> % of Total: 100.00% (587,645)	<b>592,857</b> % of Total: 100.01% (592,774)	<b>823,692</b> % of Total: 100.00% (823,692)	<b>69.49%</b> Avg for View: 69.49% (0.00%)	<b>1.78</b> Avg for View: 1.78 (0.00%)	<b>00:01:16</b> Avg for View: 00:01:16 (0.00%)	<b>1,814</b> % of Total: 100.00% (1,814)	<b>\$108,384.97</b> % of Total: 100.00% (\$108,384.97)	<b>0.22%</b> Avg for View: 0.22% (0.00%)
1. mobile	<b>350,149</b> (58.93%)	<b>348,722</b> (58.82%)	<b>482,004</b> (58.52%)	<b>72.88%</b>	1.62	00:01:05	<b>467</b> (25.74%)	<b>\$25,127.07</b> (23.18%)	0.10%
2. desktop	<b>232,954</b> (39.21%)	<b>233,150</b> (39.33%)	<b>324,295</b> (39.37%)	<b>64.50%</b>	2.04	00:01:33	<b>1,325</b> (73.04%)	<b>\$81,791.90</b> (75.46%)	0.41%
3. tablet	<b>11,063</b> (1.86%)	<b>10,985</b> (1.85%)	<b>17,393</b> (2.11%)	<b>68.59%</b>	1.68	00:01:20	<b>22</b> (1.21%)	<b>\$1,466.00</b> (1.35%)	0.13%

Google Analytics, January 1, 2021 - December 1, 2021

## 2. Ease of Navigation and Content Strategy

If there's one thing the past few years has shown us, it's that things can change. When building out your website navigation and menus, we'd retain fluidity in the architecture while also reflecting your ideal content strategy. This sets your team up for a scalable, yet nimble website management strategy. We'd start building the content strategy off your most prioritized content pieces and go from there. Our wireframing process is highly collaborative, and we'll make sure that we both agree on the technical flow of content before beginning the build.

Our methodology for creating an easy-to-navigate website begins by understanding your unique audience. We'll start by constructing user personas to better understand what types of consumers are visiting your website. Then, we'll carefully build the navigation and content strategy to reflect their needs. For example, a user who is more than a few weeks out in their planning process will benefit more from *inspirational content* like the official visitors guide, the newsletter, preparedness content, and exploring lodging options. A user who is already *in-market* will be more interested in attractions (places to see) and events (things to do).

## 3. CMS Choice and In-House Management

Having originally built your current website, we're intimately familiar with Joomla!, the content management system (CMS) your site is built on. It used to be one of the most capable CMS out there, but



has, in recent years, been overtaken by WordPress. For the past several years, WordPress has been the industry-preferred CMS, and it's what we use for a majority of our client's website builds.

As a contender, WordPress is incredibly robust but can be set up in a way for easy, seamless, day-to-day use for your in-house marketing team. With one of our custom templates, we can incorporate a mobile-friendly design that offers easy day-to-day management with an easy learning curve. WordPress gives us a fully customizable interface that will allow us to work closely with your team to design, brand, and layout a content strategy that checks all the boxes for what you're looking for. We're happy to provide tutorials for your in-house staff before and well after the launch.

Since WordPress offers such great customizability, we'd propose having a roundtable discussion at the beginning of the project to determine what other favorable elements your team would like to see utilized in the site's backend.

#### 4. Maintaining an Inclusive, Accessible Website

There are a handful of ways in which websites can contribute to a more inclusive, healthy, and responsible scene. One of the best places to start is by assuring your site meets and exceeds ADA compliance practices and has a content strategy that showcases all members of your audience. This is a practice that we adhere to sufficiently and are eager to help build this foundation as well as maintain it for years to come. We believe all members of the Colorado tourism industry share a responsibility to foster inclusion. Additionally, Colorado has recently enacted the *Colorado HB21-1110* law with stricter guidelines on accessibility for government and government-adjacent websites.

We build websites from a holistic perspective, incorporating foundational best practices as we go along. We measure four of these categories using Google's PageSpeed Insights. Here is a current score for Gunnison Crested Butte's website:



PageSpeed Insights, February 1, 2024

([https://pagespeed.web.dev/analysis/https-gunnisoncrestedbutte-com/vnb7w2jt7i?form\\_factor=desktop](https://pagespeed.web.dev/analysis/https-gunnisoncrestedbutte-com/vnb7w2jt7i?form_factor=desktop))





While only a specialized attorney can offer advice about legal requirements, our industry believes that an *Accessibility* score of 75 or above demonstrates a good faith effort to build an accessible website that's usable by both screen-readers and people with less-than-perfect vision.

## 5. Reporting, Conversion Tracking, and Optimization

Your current website has already been migrated over to use Google Analytics 4 (GA4) and has comprehensive event tracking. We rely on comprehensive analytics tracking so we can execute informed marketing strategies, track their performance, and finally make further refinements based on data-driven logic.

We use tools such as Google Analytics, Google Looker Studio, Google Tag Manager, Google Search Console, and Bing Webmasters Tools to assess your website's performance post-launch and suggest ways to optimize traffic from there. We're happy to work with your other creative agencies, advertising partners, and others to optimize results from campaigns.

## 6. Branding and Design Elements

You've rebranded and created a new logo since we last designed your website. We'll reference your brand guidelines and work collaboratively with your organization to craft a detailed roadmap of your website's design, look, and feel spanning whiteboard to high fidelity wireframe and ultimately onto a staging site. As a well-established brand in the Colorado tourism industry, we'd assure your brand's story is told in a manner that reflects its vision without sacrificing website performance.

## 7. SEO Planning

Recreating a new site offers a great opportunity to overhaul the SEO strategy from the foundation up, pinpointing your content and keywords around your highest value audience—such as outdoor and recreation lovers in the state of Colorado. If awarded this project, we'd include a competitive SEO analysis to determine our largest opportunity areas as well as volume-rich SEOs relevant to your target audience.

## 8. Website Hosting, Development, and Management in One Bundle

One thing that sets us apart from our competition is our comprehensive oversight of website management. When managing a project of this scope, we go much further than just creating a website. We fully manage all bits and pieces involved, equating to less headache for our clients. This includes website security and SSL certificate (typically from Cloudflare), associated website hosting costs, domain name, and recurring costs such as desired widgets and plugins.





## Key Personnel: The Agency Tourism Marketing Team



Jason W. Herzog

President

Portland, OR

Jason has over 16 years of experience as a developer, programmer and marketer in the tourism industry. He's the creative and technical mind behind Tourism Engine™ and The Colorado Marketing Travel Network. Working side-by-side with destinations and attractions since 2007 has taught him about necessary creative solutions this industry needs. Jason has been a key partner to state tourism commissions, sat on regional committees, and collaborated with unique destinations.



Neil Ferguson

Senior Marketing & Account Manager

Portland, OR

Neil boasts over a decade of expertise in the agriculture, food, wine and beer, and produce industries, underpinned by a background in journalism, PR, and communications. As the former Director of Marketing for the Oregon Wine Board, he developed impactful marketing initiatives and significantly grew the industry's digital presence while fostering connections to agritourism. At USA Pears, Neil crafted comprehensive marketing strategies, spearheaded PR and communications, and led successful digital campaigns. His ability to curate engaging content and drive business growth through innovative strategies makes him a valuable asset to any team.



Nhi Duong

Marketing Specialist

Portland, OR

Nhi joined Agency after completing a BA in Business Administration, a concentration in marketing, and also minored in Spanish. Her ambition to jump into projects and immediately calibrate her compass will show through when she's producing copy for websites, emails, and paid media campaigns.





## Addi Guskey

### Web Developer & Social Media Specialist

Portland, OR

Addi comes to us from Denver, CO where she graduated from the University of Denver. She is an outdoor enthusiast who is passionate about helping your vision come to life through web development. She sets up, builds, and maintains our clients' WordPress websites. She is also a TikTok creator who helps our clients with TikTok strategy and marketing.



## Monica Turner

### Graphic Designer

Denver, CO

Monica is a Creative Director and Graphic Designer with 10+ years experience in destinations. She focuses on branding and rebranding client identities, website design, HTML email design, and print design including brochures and visitors guides.



## Andrew Shepherd

### Social Media & Video Content Producer

Portland, OR

Andrew specializes in social media management, videography, photography, editing, content coordination, with over 10 years of experience. With these skills gained from full-time agency experience and freelance projects with brands such as Visit Colorado (including local DMO partners), he aims to bring effective media to any brand's audience, with concise and emotional calls to action through strategic storytelling.

## Accolades of Relevant Work

Agency Tourism Marketing has worked with over 35+ domestic and international destination marketing organizations, member organizations, and attractions. Collectively, our staff of five employees and network of specialists has decades of experience and has worked with hundreds of hospitality and travel brands across the country. Below are a handful of relevant work accolades:

### Gunnison Crested Butte (Tourism and Prosperity Partnership), 2015 - Present

**Overview:** For close to a decade, we've assisted TAPP with select marketing services, namely providing





email marketing through Tourism Engine along with some light website development work.

**Project: Website Design and Development, 2021**

TAPP released their Website Design and Development RFP, which we applied for and won. Mirroring many of your priorities, TAPP wanted to create a new website that was easier for users to navigate, was responsive across all devices, showcased improved UX throughout, boasts ADA compliance, and required less time for their team to manage day-to-day. They also needed a content strategy that sufficiently promoted their local partners such as lodging properties, Crested Butte Mountain Resort, and ICELab. We're proud to have piloted this project from start to finish while completing this project on time and under budget. Today, we're responsible for website development updates, hosting, and strategy for [gunnisoncrestedbutte.com](http://gunnisoncrestedbutte.com)

**Since website launch:**

<i>Metric</i>	<i>Comparative Difference, Year Over Year</i>
Website Traffic	31% increase
Ave. Session Duration	35% increase
Ave. Session Duration (Mobile)	39% increase
Airline Conversions (Flight Tickets Booked)	450% increase

**Alamosa Convention & Visitors Bureau 2009 - Present**

**Overview:** Since 2009, Agency Tourism Marketing has consecutively been recognized as the full-service marketing partner of their destination marketing organization which oversees economic tourism for the City of Alamosa, Alamosa County, the San Luis Valley, and the Great Sand Dunes National Park. In addition to providing Tourism Engine as their full-service database management and email marketing system, we provide them with full-service account management, which includes: email marketing delivery creation, execution, lead management, marketing automation services; website development, SEO, website hosting, content strategy, and copywriting; data analysis and reporting; PPC and digital advertising; campaign management and strategy sessions; and miscellaneous training and support services.





**Project: Annual Website Growth Goals**

While we created [Alamosa.org](http://Alamosa.org) years ago, we've been responsible for its continued development and consistent growth year after year. Today, they remain one of our oldest clients.

Last year we continued to make great progress with their largest digital goals:

<i>Metric</i>	<i>Comparative Difference, Year Over Year</i>
Website Traffic	45% increase
Visitor Guide Requests	25% increase
Outbound Clicks to Partner Sites (Lodging, restaurants, shops, etc.)	39% increase

**Chaffee County Visitors Bureau, 2009 - Present**

**Overview:** We originally began working with Chaffee County after a botched website build by another group, under previous leadership. We helped provide a strategy for recovering the old website content, designed and built a new website on a new content management system (CMS). We built one more iteration of this website under the direction of Scott Peterson, the current director of the Chaffee County Visitors Bureau, and assisted him in the transition of his role.

**Project: Website Design and Development, 2023**

A few years ago they signed a contract with SimpleView and started a rebuild process that lasted a year and a half. After [colorfulcolorado.com](http://colorfulcolorado.com) finally launched, Scott was consistently disappointed with cost, service, ease of use, and turnaround time. We rebuilt the website on WordPress CMS in a few months, and they were able to get out of the contract. The current website allows the Chaffee County team to manage and update their website themselves, much more easily than before, costs are way lower, and support is prompt.

**Travel Oregon (Oregon Tourism Commission), 2014 - Present**

**Overview:** Agency has been working with Travel Oregon for the last 10 years. Agency helped Travel Oregon launch their Visitor Lifecycle Management project; a project that was in development for two years. Agency integrated Tourism Engine with their marketing automation platform, Marketo, and uses it



to run complex email marketing campaigns that integrate with traveler data profiles and behavior on their website [traveloregon.com](http://traveloregon.com).

**Notable Projects:**

- Welcome Center Tablet Project - We created a Welcome Center Tablet survey that is used to welcome travelers, drive newsletter signups, collect interest-based data, and regional interest data. This data is, in turn, used to drive activity ideas while in-destination. Agency has combined that with a follow-up survey calculated to arrive 2 days after the traveler plans to return home.
- Sweepstakes Forms - Agency creates several sweepstakes entry forms each year offering prizes and incentives to drive newsletter subscriptions and keep travelers inspired to visit Oregon. These forms integrate with the Tourism Engine, collect data about the traveler, and use that data to drive further relevant information and communication to the traveler.
- VLM (Visitor Lifecycle Management) Project - We helped develop parts of the VLM Project and offered support by previewing software solutions. Finally, we used Tourism Engine to increase the functionality of and integrate with Marketo, Travel Oregon's *Marketing Automation Platform* solution.
- OPAL Project (Oregon Postal Automated Leads) - We were commissioned by Travel Oregon to develop a way to streamline the lead management and postal fulfillment process for Travel Oregon's rDMOs and DMOs. The solution utilizes Tourism Engine, our proprietary email and CRM platform to automate the visitor guide fulfillment process for Travel Oregon's various partners. Since its launch, the program has yielded an impressive amount of interest in Visitor Guides for Travel Oregon's respective organizations.

Some of the other clients we work with:



## Relevant Work Samples

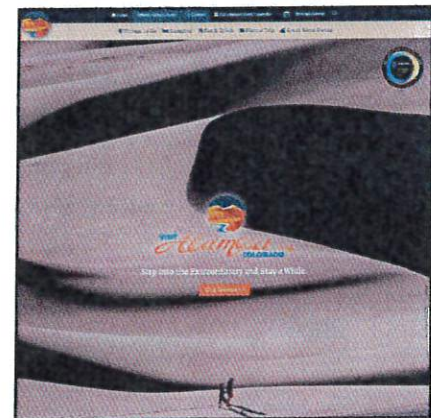
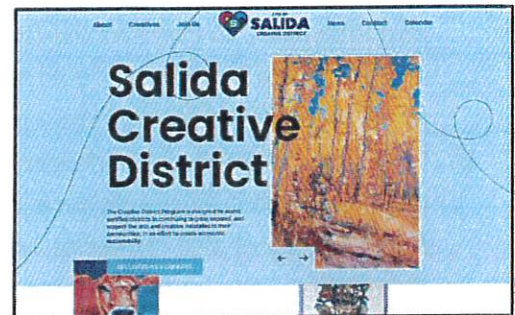
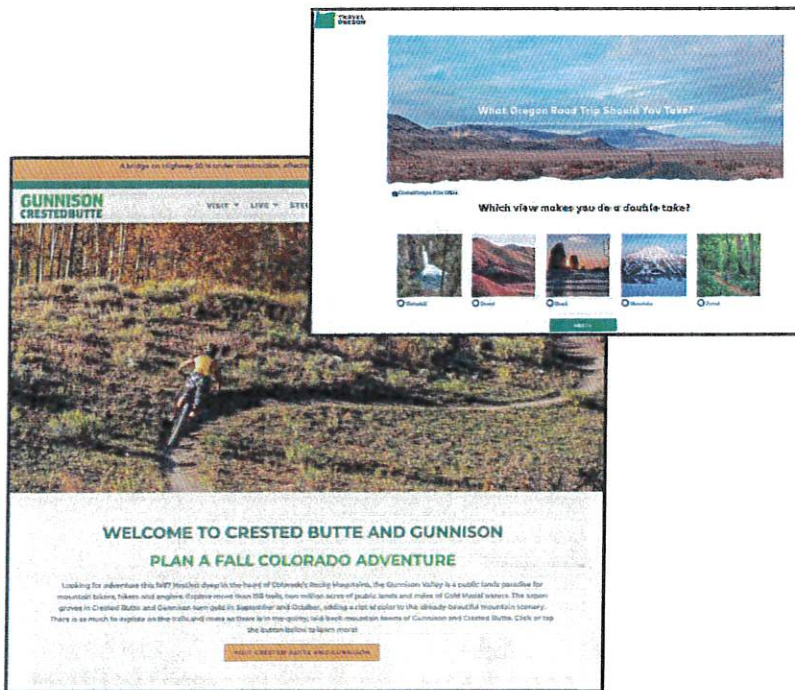
We've included linked clients below, a description of the work, and screenshots where appropriate.

### a) Graphic Design (Brand Work, Website Design)





- [Visit Alamosa](#) - website, logo & branding, visitors guide
- [Gunnison, Crested Butte, CO](#) - website design
- [Chaffee County, Colorado](#) - website
- [Travel Oregon](#) - microsite design
- [Colorado Dude & Guest Ranch Association](#) - email design
- [Seaside, OR](#) - email design
- [Visit Fort Collins, CO](#) - logo
- [Agency Van Marketing](#) - website, branding, logo
- [Agency Railroad Marketing](#) - website and logo



**b) Writing Samples**

- [Itineraries for Durango Train](#) (all content written by Agency Tourism Marketing)
- [Top Colorado Bird Watching - 36 Hours in Alamosa](#)
- [Front Range Family Getaway - 36 Hours in Alamosa](#)
- [Top Year-Round Things to do in Alamosa - 36 Hour Getaway](#)
- [What to Do in Alamosa Based on Your Zodiac Sign](#)



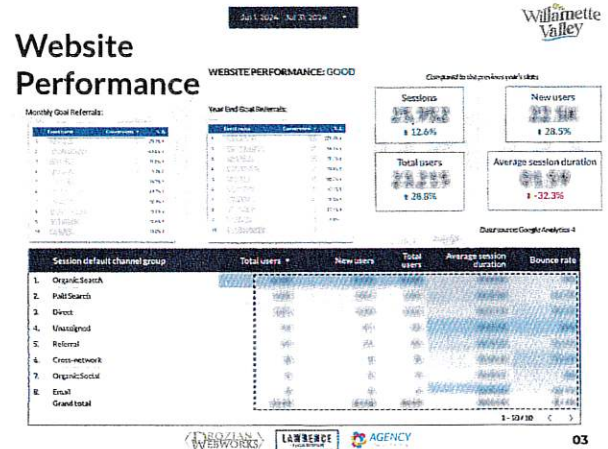
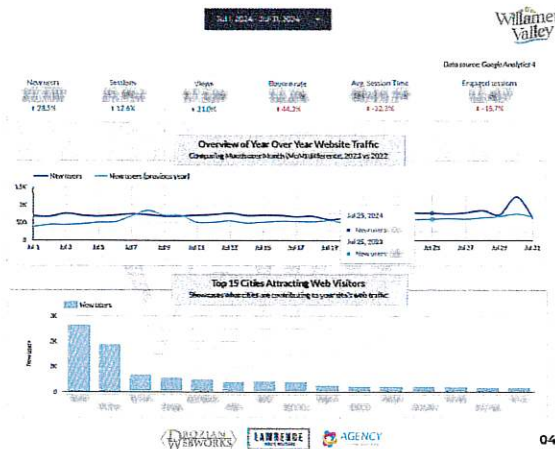


vi) Find Your Dream Ranch Quiz

c) **Data Analytics**

We provide regular analytical reports to our clients based on their data needs. In addition to regular monthly reporting, we have also created the following:

- Colorado Marketing Travel Network (MTN) for Colorado Tourism Office (CTO) (private)
- Dashboards for Gunnison Crested Butte: Live reporting dashboards that aggregate flight information, expected visitor data, lodging tax data, sales tax data, and airport arrival vs capacity data. Their partners use this to better plan for hosting visitors and running a thriving business. (<https://gunnisoncrestedbutte.com/live/>)
- Dashboards for Travel Oregon and Willamette Valley Visitors Association (private)



d) **Marketing Websites**

We provide à la carte marketing services for many tourism clients based on their specific needs and in-house staff capabilities. Below is a list of some of those clients and the services we currently provide to them.

- Durango & Silverton Narrow Gauge Railroad - Strategy, data reporting, website support, SEO, Google/Microsoft paid search (SEM), organic social media, paid social media, email marketing, and 3rd-party leads.
- Visit Alamosa - Strategy, data reporting, website, design, logo & branding, visitors guide design, SEO, Google/Microsoft paid search (SEM), email marketing, and 3rd-party leads.
- Willamette Valley Visitors Association - Branding & creative strategy, organic social media, paid social media, public relations (PR), media tours & desksides (PR), custom data reporting to stakeholders, and Google/Microsoft paid search (SEM).



- [Travel Salem](#) - Organic social media, and paid social media.
- [Colorado Dude & Guest Ranch Association](#) - Strategy, website support, email marketing, and designing & building a custom 3rd-party leads program.
- [Travel Oregon](#) - All their website forms, micro-websites, data reporting, custom tracking, email marketing, designing/building a custom 3rd-party leads program, Facebook/Instagram leads advertising, and marketing automation platform API integration.
- [Gunnison - Crested Butte, CO](#) - Website design & build, strategy, SEO, email marketing, 3rd-party leads, and data reporting.
- [Seaside, OR](#) - Email marketing, 3rd-party leads, and marketing automation campaigns.
- [Sequim Lavender Trail](#) - Website support, organic social media, SEO, and Google/Microsoft paid search (SEM).

See more examples and case studies on our website at [www.agencytourismmarketing.com](http://www.agencytourismmarketing.com)

#### e) Brand Work

We've included some of the logos and branding work that we've done over the years below. Visit Alamosa, CO; Fort Collins, CO; Leadville - Twin Lakes, CO; Agency Van Marketing; Agency Railroad Marketing.



#### f) Social Media Production

We run all social media channels for some clients, and assist with others. Below are some of the accounts that we manage social media marketing for, and which platforms we use.

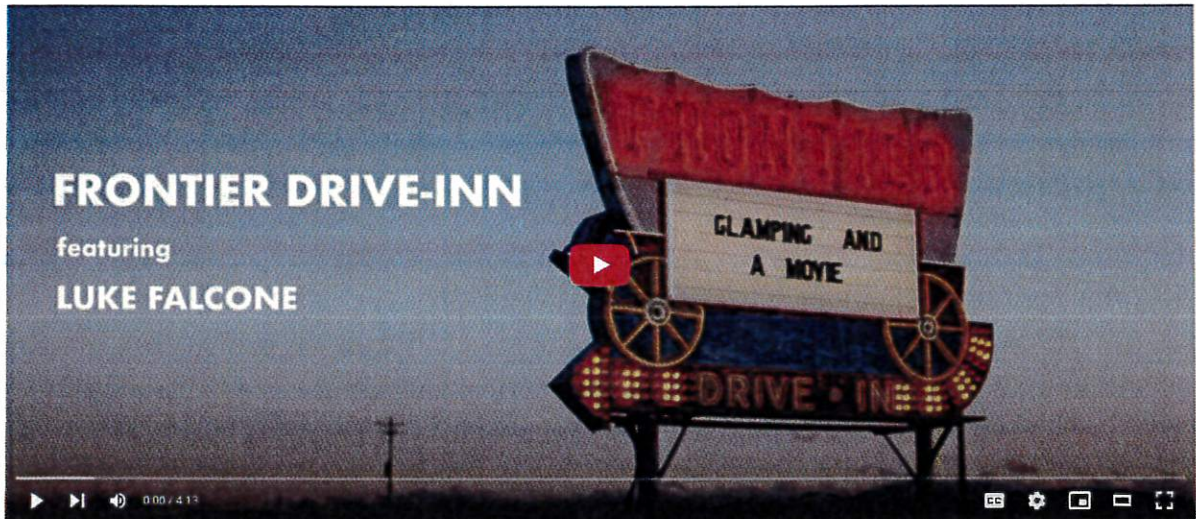
- Willamette Valley Visitors Association - [Instagram](#), [Facebook](#), [TikTok](#), and [Pinterest](#)
- Travel Salem - [Instagram](#), [Facebook](#), [TikTok](#)
- Durango & Silverton Narrow Gauge Railroad - [Instagram](#), [Facebook](#), [TikTok](#)
- Sequim Lavender Experience - [Instagram](#), [Facebook](#)
- Old Tucson - [Instagram](#), [Facebook](#), [TikTok](#)

#### g) Video Production

We have in-house production abilities to create short and long-form video for a variety of platforms, including YouTube and social media platforms. Below is a sample of work from our in-house video expert Andrew Shepherd:







<https://youtu.be/EfR7caVyuW8>

## References

Please feel free to contact these people. The number of years listed reflects our working relationship.

### Ariana Bray-Sweet

Insights & Planning Analyst, Global Marketing at Travel Oregon

**Phone: 971-717-6182 Email: [arianab@traveloregon.com](mailto:arianab@traveloregon.com)**

Ariana can tell you how we've helped her build all of the advanced forms on the [TravelOregon.com](http://TravelOregon.com) website, including the form for visitor guides, newsletters, road trip itinerary recommendations, sweepstakes, Meta forms (Facebook and Instagram) and the tablets located at all the official Oregon welcome centers. She might also tell you how we built and customized our email marketing and automation platform, Tourism Engine™, to integrate their VLM Project (Visitor Lifecycle Management) with their marketing automation platform, Marketo. (10+ years)

### Dawnielle Tehama

Former Executive Director at Willamette Valley Visitors Association

**Phone: 503-551-8720 Email: [dawnielle@willamettevalley.org](mailto:dawnielle@willamettevalley.org)**

Dawnielle can tell you how we've helped her team and Lawrence PR design and build a live reporting dashboard that saves them over 8 hours per month, and allows her board and stakeholders to measure





the combined efforts of PR, website, social media, advertising, email marketing, and travel trade shows. Dawnielle also provided early direction when building Travel Oregon's OPAL Program (Oregon Postal Automated Leads), in which Explore Tualatin Valley participates. (3+ years)

## Joshua Heineman

Director of Tourism Marketing at the City of Seaside, Oregon

**Phone: 503-738-3097 Email: [jheineman@cityofseaside.us](mailto:jheineman@cityofseaside.us)**

Joshua can tell you how we built email templates from his award-winning designs, use Tourism Engine™ to send his monthly newsletters (written by MediaAmerica) and auto-reply emails, and how we later helped him come up with an automated campaign to provide interest-based, custom itineraries to people requesting information. This highly personalized journey resulted in a 30% increase in visitor guide requests and a 50% increase in email newsletter sign-ups. (8+ years)

## Cost Estimate

Our team takes an enormous amount of pride in offering custom services, and because of that, we can negotiate a project budget that you're happy with. Based on what you outlined in conversation, we've provided an estimate for this work.

### Overview of Project Costs

Line Item	Cost Estimate
Website Redesign and Strategy	\$2,000 - \$5,000
Website Rebuild, Theme Design, and Technology	\$10,000
Website Hosting	\$60/month



## Explanation of Line Items

### Website Redesign and Strategy (Cost: \$2,000 - \$5,000)

We would begin the redesign process immediately on contract execution. We'll collect logos, marks, and branding guidelines, fill in any further gaps that are needed, and start designing static mockups. We'll usually begin with a list of 5 sites that you like and pull inspiration and ideas from there, then we create 3 different design mockups to determine a general look and feel. The winning design is refined further then built out for interior and secondary pages and sections. After we have a home page, partner page, and internal page aesthetic dialed in to your satisfaction, we'll move onto the website theme rebuild. The strategy will include wireframing, mapping out menu navigation, and planning for any features to be added.

### Website Build and Technology (Cost: \$10,000)

Your website is already running on Joomla! CMS, so we would begin by migrating all of your articles and content to a WordPress CMS framework. We use a development instance so you can see our progress as we go along. We'll update all plugins and software, migrate functionality to new plugins where needed, and clean up HTML in posts and pages where needed.

A large portion of this stage would be building a custom theme based on the approved static designs, and reconfiguring the design layout for every page, post, form, and partner listing. We integrate all of our websites with Google Analytics, and make sure that we're tracking all relevant *events* on the website for detailed tracking and reporting to the metrics most important to your association and its stakeholders. *We build all of our themes with solid SEO foundations in place, accessibility best practices, and speed optimization out of the box.*

We'd use WordPress *Custom Post Types* to build your directory of business and attraction partners and organize those into categories for navigation, sorting, and easy updates to their information. We'll style the directory to match the designs and the WordPress theme.

Finally, this process includes the setup and integration of all the WordPress Plugins that we use including forms, SEO, content builders, tools, widgets, and calendars. Specific features needed may include:

- Site maps
- Calendar of events
- Partner listings
- Google maps





## Explore Sterling 2024 2024 Website Redevelopment Proposal v1.0



- Image galleries, Instagram gallery feeds
- 301 redirects where URL path has been changed
- Sitewide search

Functionality of these features will be equivalent or better than the existing website functionality.

### Special Consideration: Website Content Translation (No Extra Charge/Included)

We happen to have a multicultural and multilingual team, so we're able to produce translations, and what we call *native content*, that goes beyond phrasal translations; we're able to produce content that speaks to the style, trends, and ways that people communicate online in other countries.

The data that we see consistently shows that DMOs in the US are consistently losing out on international visitation from Mexico and other countries to the south. We have created international campaigns to attract more international visitors, and think it's an excellent, low effort way to make Spanish speaking visitors feel welcome in your destination.

We would implement a Google translation plugin to your website that offers instant, live translation into any languages you'd like to target. We've reviewed the translations in Spanish, French, German, Korean, and Japanese and have found the results to be perfectly adequate for communicating helpful visitor messaging while still capturing a destination's essence. We would include automated page translations as part of our website build.

### Website Hosting (Cost: ~~\$150 per month~~) Complimentary Service\*

***We've been hosting your website for free for the past 8 years.*** We offer secured website hosting services for clients. Automated backups, Control Panel access, software updates, and basic email hosting come standard. We use Cloudflare for website security, speed caching, a Content Delivery Network (CDN), and DNS management (You're currently paying \$20 month). If you'd like uptime monitoring with email and/or text message alerts (\$20 month) we can set that up.

*\*So long as your site traffic doesn't substantially increase over current server load.*

### Account Management and WordPress Training (~~\$150/hour~~) Complimentary Service\*

We're happy to offer you a designated Account Manager during the duration of this project. This includes training, project management, meetings, and other items mentioned in the above section. After project completion, account management and strategy services will need to be negotiated. Our standard is \$150/hour.





## Possible Project Timeline\*

*\*Dependent on project approval, branding project, design approval, etc.*

Creative Project	Start Date	Deadline
Website Analysis & SEO Audit	Sep 15, 2024	Oct 1, 2024
Website Redesign Mockup, Revisions	Oct 1, 2024	Oct 15, 2024
Website Build, Revisions	Oct 1, 2024	Nov 1, 2024
Website Launch	Nov 15, 2024	Dec 1, 2024

## Additional, Optional Projects

Additional Services	Cost Estimate Low - High
SEO Audit, Strategy, Implementation (Second Phase)	\$2,000 - \$4,000
Copywriting, Content Creation, and Content Optimization	\$150hr
Google Ads, Paid Media Management	\$150hr (aim for 20% of media spend)
Organic Social Media Strategy, Management, Content Production, Editing	\$150hr
Paid Social Media Strategy, Management	\$150hr
Post Launch Development and Support	\$150hr



### SEO Audit, Strategy, Implementation (Second Phase) (estimated \$2,000 to \$4,000)

**When we build a site, we already include most of the foundational SEO principles and best practices.** You'll usually see an increase in organic search traffic just from the site launch and site improvement. I would recommend that you save this for the second phase, or at least until about 3 months after launching the site. However, if you would like to be more competitive for specific search phrases, we can begin working on this immediately. All the effects that we have here will help improve the SEO of your related properties and your partners.

To use Tourism Engine, the cost is \$40mo + 0.005 per email sent. We also write and produce newsletters on behalf of clients, which is typically billed hourly. If you'd like to create and write your own newsletters or handle that in house, we do complimentary training to onboard your team.

### Copywriting, Content Creation, and Content Optimization (\$150hr, estimated \$500 to \$2,000)

This helps your website look more complete, makes it more informative for the users, as well as improving and targeting search engine traffic. We can collaborate as much as you like, or as little as your workload demands.

### Training Sessions (Cost: Two Complimentary Training Sessions at 1hr each)

If interested, we'd be happy to provide you and your team (whoever updates the website) with two complimentary 1-hour WordPress training sessions. In using WordPress as your new CMS, our goal would be to streamline as much of your work as possible. We're happy to give you and your team a tutorial so you can be self-sufficient when making website updates.

### Post Project Completion: Website Development and Support (\$150/hour, *à la carte*)

We're available and eager to continue working with your organization after this project's completion. Just as we've done for similar clients, after launching a website we've become ongoing partners in helping deliver various recurring marketing services and tending to regular website development duties. We're available to be your full-service agency partner, yet are also available to simply support sporadic work where needed. Whatever makes the most sense for you, we're happy to accommodate your needs with an unbeatable price and level of customer service.



## Payment Structure

We're very flexible and willing to work with you on finding a payment structure that works for both parties. We typically require an initial payment of 33% of the total anticipated project cost, another 33% when we're ready to launch, and the remaining balance 30 days afterward. Hourly services are billed monthly with net 30 terms.

## Thank You

Thank you for your time in considering our team for this project. We hope we've demonstrated that we feel more than comfortable with the scope and specification of your project. Beyond that, we're excited for the opportunity to continue aiding your success as a tourism association. Having our own company roots planted in Colorado, it would be incredibly meaningful for us to contribute to the economic resilience of Sterling and Logan County, and help bridge the gap between your marketing efforts and your stakeholders—whether that be taxpayers or business owners in your communities. There's so much tourism opportunity within your region and we'd be honored to have a hand in contributing to its growth.

We full-heartedly appreciate the opportunity to work with you and your organization and are available to speak to any specifics mentioned in this proposal.

We appreciate your consideration in choosing Agency Tourism Marketing.

Sincerely,  
Jason, Neil, Nhi, Addi, Andrew, Monica





# 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:** 10/1/24                      **Event / Project:** Mission2Market 2025 Marketing Services

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

**Funds Payable to: (Organization)**      Dave Santucci / Mission2Market

**Mailing Address:** 2853 Lima St., Denver CO 80238

**Date(s) of Activity:** Jan-Dec 2025

**Amount requested:**      \$19,200

**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 \$ 19,200<sup>00</sup> for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: Russell H. Allen Date: 10-7-24

LCLTB Treasurer's Endorsement: [Signature] Date: 10/17/24

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

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



# LOGAN COUNTY LODGING TAX BOARD

## FUNDING APPLICATION

1. EVENT / PROJECT: Mission2Market 2025 Marketing Services

2. DATE(S) OF EVENT: Jan – Dec 2025

3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT: Marketing Agency Services will include media planning, media buy, marketing research and strategy, editorial content including monthly blog and weekly social media content development.

4. WHERE WILL EVENT BE HELD? \_\_\_\_\_

5. IS THIS EVENT ONE-TIME OR ANNUAL? \_\_\_\_\_

6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?

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

7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? \_\_\_\_\_

8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? \_\_\_\_\_

9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?

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

10. EVENT BUDGET (PLEASE ATTACH)

  
Signature

10-1-24  
Date

\*\*\*\*\*

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

Previous funding?       Follow-up report?





# BOARD REQUEST

SEPTEMBER 2024

# PERFORMANCE & ADJUSTMENTS

## Lodging Tax Performance

- 2024 Lodging Tax Collections up 17% YTD
- State Lodging Tax Collections down in 2024

## Q1&2 2024 Marketing Performance

- Impressions: 4.5M (Up From 1.3M)
- Engagements: 300,000 (Up From 56k)
- Website Traffic: 18,500

## 2025 Projected Marketing Performance with funding

- Impressions: Up 20%
- Engagements: Up 20%
- Website Traffic: Up 20%
- Visitation: Up 3-6%
- Lodging Tax Collections: Up 3-6% or about \$145,000

## 2025 Marketing Adjustments

- We saw great results with higher engagements and visitation in Logan County in 2024, so we will continue the good work
  - M2M will use new attribution data to refine our targeting
  - M2M will rebalance the campaign to drive more web traffic

## 2025 Budget Adjustments

- \$75,000 2-year CTO Recovery Grant Ends in 2024
  - Covered Digital Marketing Services & Media Buy
  - Results: 17% Growth in Lodging Taxes YTD





## REQUEST FOR FUNDING

**WHAT:** \$19,200 for Mission2Market For Marketing Services

- Marketing agency services will include media planning
- media buy
- marketing research & strategy
- editorial content including monthly blog and weekly social media content development.

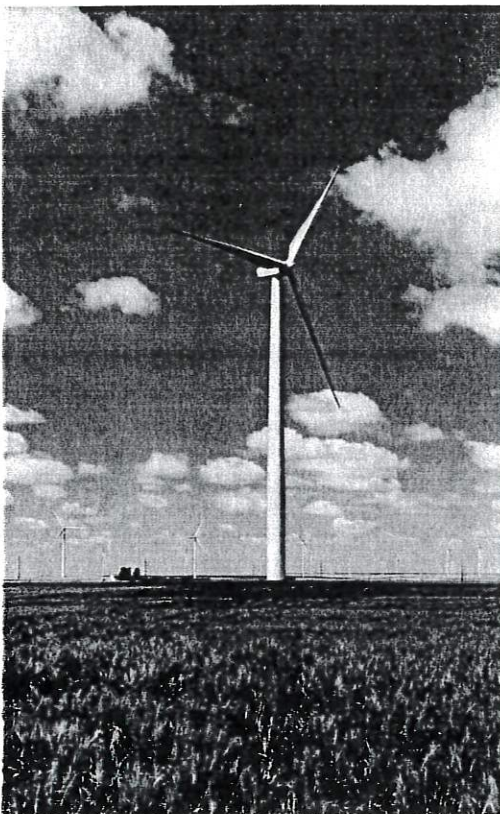
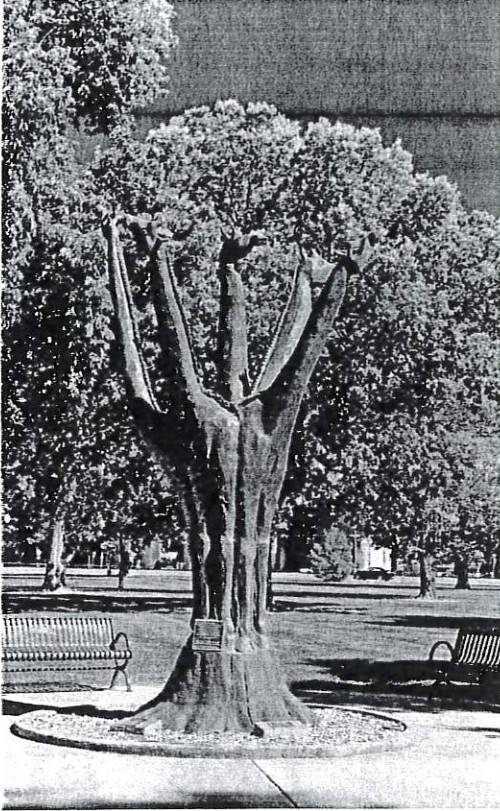
**\$27,000 for Media Buy**

- CTV
- YouTube
- Facebook & Insta

**WHEN:** Advertising to run January-December 2025.

**WHO:** Mission2Market will be the Agency of Record working with advertising vendors Meta (Facebook and Instagram), Google (Search, Video) and Azira (CTV)

**WHY:** It works! Logan County Lodging Tax collections are up 17% YTD. The Grant that mostly funded this effort ends December 2024.





# 2024 VS 2025 TOURISM BOARD BUDGET

## Project

2024 2025

Colorado Life Mag	\$5,742	\$3,000
Mission2Market Marketing Services	\$0	\$19,200
Digital & Video Media Buy (FB, Google, Email, Social, Azira)	\$6,000	\$27,000
I-80 / I-76 Travel Guide	\$1,990	\$1,990
Journal Advocate	\$2,640	\$2,640
Miles / CTO	\$10,315	\$8,315
Printed Materials	\$3,900	\$5,000
Website	\$0	\$15,000

## Total

\$30,587 \$82,145

## Fixed Costs

Salary	\$33,000	\$33,000
Visitors Center	\$12,000	\$12,000

## Event Requests

Total	\$27,300	\$30,000
-------	----------	----------

# 5 YEAR COUNTY TOURISM BUDGET

<b>Revenues</b>	2025	2026	2027	2028	2029
Projected Reserves	\$160,000	\$123,855	\$112,055	\$102,905	\$100,173
Projected Lodging Tax	\$140,000	\$147,000	\$154,350	\$162,068	\$170,171
<b>Total Revenues</b>	<b>\$300,000</b>	<b>\$270,855</b>	<b>\$266,405</b>	<b>\$264,973</b>	<b>\$270,343</b>
<b>Expenditures</b>					
Marketing Services	\$19,200	\$19,800	\$20,500	\$21,300	\$22,200
Digital & Video Media Buy	\$27,000	\$28,000	\$29,000	\$30,500	\$32,500
Fixed County Expenditures	\$64,000	\$65,000	\$66,000	\$67,000	\$68,000
Event Requests	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Print Ads & Other Marketing	\$20,945	\$15,000	\$17,000	\$15,000	\$15,000
Website	\$15,000	\$1,000	\$1,000	\$1,000	\$1,000
<b>Total Expenditures</b>	<b>\$176,145</b>	<b>\$158,800</b>	<b>\$163,500</b>	<b>\$164,800</b>	<b>\$168,700</b>
End of 2025 Fund Balance	\$123,855	\$112,055	\$102,905	\$100,173	\$101,643
<b>Total Expenditures</b>	<b>\$300,000</b>	<b>\$270,855</b>	<b>\$266,405</b>	<b>\$264,973</b>	<b>\$270,343</b>

- Projects 5% Growth in Lodging Tax
- Keeps Reserves  $\geq$  \$100,000





**THANK  
YOU!**

Logan County Tourism



# 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:** 10/1/24                      **Event / Project:** 2025 Media Buy

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

**Funds Payable to: (Organization)**      Various

**Mailing Address:** to be determined

**Date(s) of Activity:** Jan-Dec 2025

**Amount requested:**      \$27,000

**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 \$ 27,000 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: Russell Hallett Date: 10-7-24

LCLTB Treasurer's Endorsement [Signature] Date: 10/7/24

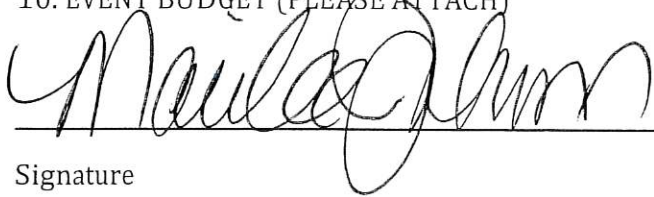
Logan County Commissioners approve the amount of \$ \_\_\_\_\_

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

**LOGAN COUNTY LODGING TAX BOARD**  
**FUNDING APPLICATION**

- 1. EVENT / PROJECT: 2025 Media Buy
- 2. DATE(S) OF EVENT: Jan – Dec 2025
- 3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT: Advertising on several platforms including Azira (CTV), Meta (Facebook and Insta) and Google (Search and Video Ads).
- 4. WHERE WILL EVENT BE HELD? \_\_\_\_\_
- 5. IS THIS EVENT ONE-TIME OR ANNUAL? \_\_\_\_\_
- 6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? \_\_\_\_\_
- 8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? \_\_\_\_\_
- 9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. EVENT BUDGET (PLEASE ATTACH)

  
Signature

10-1-24  
Date

\*\*\*\*\*

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

Previous funding?       Follow-up report?





# BOARD REQUEST

SEPTEMBER 2024

*Prepared by Mission2Market*



# PERFORMANCE & ADJUSTMENTS

## Lodging Tax Performance

- 2024 Lodging Tax Collections up 17% YTD
- State Lodging Tax Collections down in 2024

## Q1&2 2024 Marketing Performance

- Impressions: 4.5M (Up From 1.3M)
- Engagements: 300,000 (Up From 56k)
- Website Traffic: 18,500

## 2025 Projected Marketing Performance with funding

- Impressions: Up 20%
- Engagements: Up 20%
- Website Traffic: Up 20%
- Visitation: Up 3-6%
- Lodging Tax Collections: Up 3-6% or about \$145,000

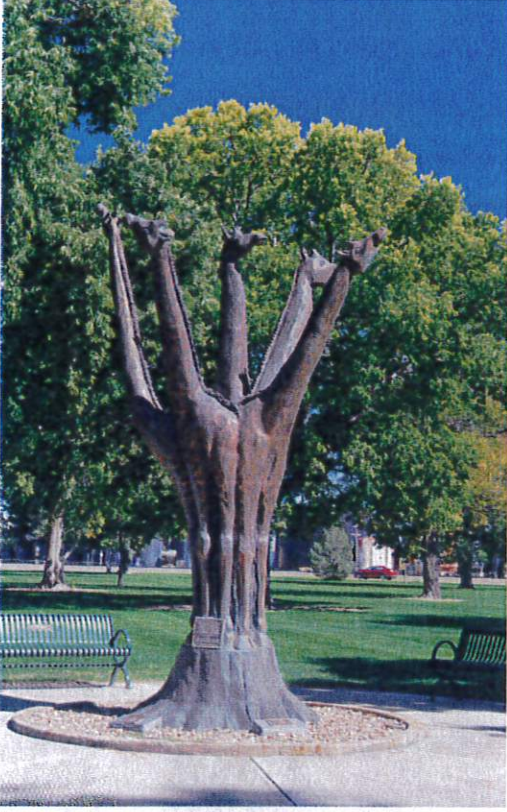
## 2025 Marketing Adjustments

- We saw great results with higher engagements and visitation in Logan County in 2024, so we will continue the good work
  - M2M will use new attribution data to refine our targeting
  - M2M will rebalance the campaign to drive more web traffic

## 2025 Budget Adjustments

- \$75,000 2-year CTO Recovery Grant Ends in 2024
  - Covered Digital Marketing Services & Media Buy
  - Results: 17% Growth in Lodging Taxes YTD





# REQUEST FOR FUNDING

## WHAT: \$19,200 for Mission2Market For Marketing Services

- Marketing agency services will include media planning
- media buy
- marketing research & strategy
- editorial content including monthly blog and weekly social media content development.



## \$27,000 for Media Buy

- CTV
- YouTube
- Facebook & Insta

**WHEN:** Advertising to run January-December 2025.

**WHO:** Mission2Market will be the Agency of Record working with advertising vendors Meta (Facebook and Instagram), Google (Search, Video) and Azira (CTV)

**WHY:** It works! Logan County Lodging Tax collections are up 17% YTD. The Grant that mostly funded this effort ends December 2024.



# 2024 VS 2025 TOURISM BOARD BUDGET

<b>Project</b>	<b>2024</b>	<b>2025</b>
Colorado Life Mag	\$5,742	\$3,000
Mission2Market Marketing Services	\$0	\$19,200
Digital & Video Media Buy (FB, Google, Email, Social, Azira)	\$6,000	\$27,000
I-80 / I-76 Travel Guide	\$1,990	\$1,990
Journal Advocate	\$2,640	\$2,640
Miles / CTO	\$10,315	\$8,315
Printed Materials	\$3,900	\$5,000
Website	\$0	\$15,000
<b>Total</b>	<b>\$30,587</b>	<b>\$82,145</b>
<b>Fixed Costs</b>		
Salary	\$33,000	\$33,000
Visitors Center	\$12,000	\$12,000
<b>Event Requests</b>		
Total	\$27,300	\$30,000

# 5 YEAR COUNTY TOURISM BUDGET

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Projected Lodging Tax	\$140,000	\$147,000	\$154,350	\$162,068	\$170,171
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<b>Total Expenditures</b>	<b>\$300,000</b>	<b>\$270,855</b>	<b>\$266,405</b>	<b>\$264,973</b>	<b>\$270,343</b>

- Projects 5% Growth in Lodging Tax
- Keeps Reserves  $\geq$  \$100,000





**THANK  
YOU!**

Logan County Tourism

**RESOLUTION**

**NO. 2024-28**

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

**SUBDIVISION EXEMPTION FOR  
MARCELLA P. BREIDENBACH TRUST**

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

**WHEREAS**, Marcella P. Breidenbach Trust has applied for an exemption from the Logan County Subdivision Regulations with reference to two proposed contiguous parcels to be created, which are legally described as follows:

**PROPERTY DESCRIPTION - LOT 1:**

A parcel of land, located in the Southeast Quarter (SE1/4) of Section Thirty-one (31), and the Southwest Quarter (SW1/4) of Section Thirty-two (32), Township Ten North (T.10N.), Range Fifty-one West (R.51W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), County of Logan, State of Colorado and being more particularly described as follows:

Beginning at the Southeast corner of said Section 31 and assuming the South line of said Southeast quarter as bearing South 88°37'15" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2617.98 feet and with all other bearings contained herein relative thereto;

Thence South 88°37'15" West along the South line of said Southeast quarter a distance of 654.50 feet to the East-East 1/64 corner of said Section 31;

Thence North 04°27'55" West a distance of 659.45 feet;

Thence North 88°39'10" East a distance of 478.97 feet;

Thence South 56°08'53" East a distance of 126.77 feet;

Thence South 47°32'33" East a distance of 50.96 feet;

Thence South 31°17'18" East a distance of 50.86 feet;

Thence South 12°57'48" East a distance of 42.59 feet;

Thence South 59°05'40" East a distance of 207.59 feet;

Thence South 52°54'18" East a distance of 132.13 feet;

Thence South 16°01'14" East a distance of 279.33 feet to the South line said Section 32;

Thence South 88°30'01" West along said South line a distance of 312.73 feet to the Point of beginning.

Said described parcel of land contains 519,869 Square Feet or 11.935 acres, more or less.

**PROPERTY DESCRIPTION - LOT 2:**

A parcel of land, located in the Southeast quarter (SE1/4) of Section Thirty-One(31), Township Ten North (T.10N.), Range Fifty-one West (R.51W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), County of Logan, State of Colorado and being more particularly described as follows:

Commencing at the Southeast corner of said Section 31 and assuming the South line of said Southeast quarter as bearing South 88°37'15" West being a grid



bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2617.98 feet and with all other bearings contained herein relative thereto;

Thence South 88°37'15" West along the South line of said Southeast quarter a distance of 654.50 feet to the East-East 1/64 corner of said Section 31;  
Thence North 04°27'55" West a distance of 659.45 feet;  
Thence North 88°39'10" East a distance of 22.54 feet to the Point of Beginning;

Thence North 04°27'55" West a distance of 397.72 feet;  
Thence North 89°41'25" West a distance of 870.16 feet;  
Thence South 82°52'25" West a distance of 178.98 feet;  
Thence North 10°33'50" West a distance of 158.05 feet;  
Thence North 82°21'25" West a distance of 155.27 feet to the East line of Lot 1, Breidenbach Minor Subdivision recorded August 29, 2015 as Reception No. 729627 of the Records of Logan County;  
Thence along the Easterly line of said Breidenbach Minor Subdivision the following Four (4) courses:  
Thence North 04°29'45" West a distance of 248.21 feet;  
Thence North 85°10'25" West a distance of 140.62 feet;  
Thence North 15°05'45" West a distance of 193.50 feet;  
Thence North 03°24'44" West a distance of 943.22 feet to the North line of said Southeast quarter;  
Thence North 88°45'14" East along said North line a distance of 1948.49 feet;  
Thence South 40°23'43" West a distance of 218.94 feet;  
Thence South 36°04'57" West a distance of 158.52 feet to the beginning point of a curve, non-tangent to the aforesaid line;  
Thence along the arc of a curve concave to the left a distance of 1611.08 feet, said curve has a Radius of 1448.78 feet, a Delta of 63°42'52" and is subtended by a Chord bearing South 03°23'23" East a distance of 1529.34 feet to a line non-tangent to this curve;  
Thence South 42°59'29" East a distance of 55.50 feet;  
Thence South 47°18'11" East a distance of 88.38 feet;  
Thence South 56°09'56" East a distance of 93.88 feet;  
Thence South 88°39'10" West a distance of 456.43 feet to the Point of Beginning.

Said described parcel of land contains 2,487,271 square feet of 57.100 acres, more or less.

(As represented on official Subdivision Exemption Plat 2024-27); and

**WHEREAS**, Marcella P. Breidenbach Trust, intends to create two contiguous parcels consisting of 11.935 acres, more or less (Lot 1) and 57.100 acres, more or less, (Lot 2) subdivided from a 69.035-acre parcel in an Agriculture (A) zone district, for the purpose of separating an existing residential use on Lot 1 from the adjacent crop land on Lot 2; and

**WHEREAS**, the Logan County Planning Commission Chairman recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on October 7, 2024; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on October 15, 2024, at which time the Board reviewed the application and any exhibits, and heard the comments of staff and any interested parties; and

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application by Marcella P. Breidenbach Trust for a Subdivision Exemption for the creation of a 11.935-acre parcel (Lot 1) and a 57.100-acre parcel (Lot 2) in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2024-27, is hereby approved, provided that no further subdividing of the above described parcels shall occur without the prior approval of the Board of County Commissioners.

**DONE** on Tuesday, this 15th day of October, 2024.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(Aye)(Nay)  
Mike Brownell, Chairman

(Aye)(Nay)  
Joseph A. McBride, Vice-Chairman

(Aye)(Nay)  
Jerry A. Sonnenberg, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was duly adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 15<sup>th</sup> day of October, 2024.

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County Clerk and Recorder



**SUBDIVISION EXEMPTION APPLICATION  
PLAT APPROVAL**

Date: 8/28/2024

Name of Subdivision Exemption (as listed on plat): \_\_\_\_\_

**Applicant:**

Name: Marcella P Breidenbach Trust Phone: 970 520-1690

Address: 26222 Hwy 113 Iiff Co 80736

Email: jeribreil23@gmail.com

**Local Agent:**

Name: David Breidenbach Phone: 970 520 1690

Address: 26222 Hwy 113 Iiff Co 80736

**Owner of Record:**

Name: Stephen J Breidenbach <sup>Marcella P Breidenbach</sup> Phone: —  
<sub>trust</sub> <sub>trust</sub>

Address: 26222 Hwy 113 Iiff Co 80736

**Prospective Buyer:**

Name: Distribution of trust Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Land Surveyor:**

Name: King Surveyors Phone: 970 686 5011

Address: 650 E Garden Drive Windsor Co 80550

**Attorney:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Description of Property:**

Subdivision Exemption Location: On the \_\_\_\_\_ side of \_\_\_\_\_

\_\_\_\_\_ Feet \_\_\_\_\_ of \_\_\_\_\_  
Direction Street

Legal: 1/4 Section \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Total Acres \_\_\_\_\_ Number of Lots \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Current Land Use: \_\_\_\_\_

Postal Delivery Area: Triff Co School District: Caliche

If Deed is recorded in General System: Book \_\_\_\_\_ Page \_\_\_\_\_

Has the Board of Zoning Appeals granted Variance, Exception, or a Conditional Use Permit Concerning this property? Y or (N)

If yes, list Case No., and Name \_\_\_\_\_

Proposed use of each Parcel: Seperation of house from Ag land

Proposed Water and Sewer Facilities: n/a

Proposed Public Access to Each New Parcel: \_\_\_\_\_

Reason for Request of this Exemption (May use additional pages): \_\_\_\_\_

Seperating properties from domestic property & agriculture.

List all Contiguous Parcels in the same Ownership:

Section/ Township/ Range \_\_\_\_\_ Lot(s) \_\_\_\_\_

Attach an affidavit of ownership indicating the dates the respective parcels of land were acquired, together with the book and page of each conveyance to the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the current legal owner of the property; the contract owner of the property, and the date the deed was executed and delivered.

IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached. This need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s).

I David Breidenbach Trustee, hereby consent to the provisions of Article 8.2 A & B of the Logan County Subdivision Regulations.

I David Breidenbach Trustee, hereby depose that all statements contained in this application submitted herewith are true.

Applicant Signature: David Breidenbach Trustee Date: 8-28-24



**SUBDIVISION EXEMPTION APPLICATION  
COUNTY USE ONLY**

Application Fee: (\$100.00) Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: \_\_\_\_\_

Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission:  Approval  Denial

**Recommended Conditions of the Subdivision Exemption:**

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Chairperson, Planning Commission

**COUNTY COMMISSIONERS ACTION:**

**Conditions of Subdivision Exemption Approval:**

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

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

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

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

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